

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description: COMMON COUNCIL MEETING

Date: MONDAY, SEPTEMBER 16, 2019 **Time:** 7:00PM **Location:** MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR		COUNCIL MEMBERS		
		FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
Edward Wojnicz		Jesse DeFosse	Mike Freel	Ben Anderson
		Brian Holzem	Terry Marshall	Dan Anchor
OPENING				
1	Call to Order & Roll Call Attendance			
2	Pledge of Allegiance			
3	Approval of Consent Agenda Items: a. August 19, 2019 Common Council Meeting Minutes b. Schedule of Bills Payable dated September 16, 2019 c. Applications for Bartender Licenses			
AGENDA ITEMS				
4	Citizen Appearances/Public Comment for Any Non-Agenda Item – not subject to discussion			
5	Proclamation Recognizing October as Fire Prevention Month and October 6-12 as Fire Prevention Week			
6	Proclamation Recognizing April 28, 2020 as Arbor Day (needed for grant application)			
7	Application for a Special Events Permit Received from Ed Saari for Muscle Car Event September 28, 2019			
8	Application for an Original Class B Beer & Reserve Class B Liquor License submitted by Jillybeaners LLC, Jillian Campbell Agent, for River Walk Pub, 911 River Road, for the Licensing Period of September 17, 2019 Through June 30, 2020 (Contingent upon existing reserve license for this location being surrendered)			
RESOLUTIONS				
9	Resolution to Approve the 2019 Audit Engagement Letter with Johnson-Block Company			
10	Resolution to Approve County Library Tax Exemption for Columbia, Sauk, Adams & Juneau Counties			
11	Resolution to Approve the Development Agreement with the Wisconsin Dells School District			
12	Resolution to Approve the Development Agreement with Concept Attractions of Wisconsin Inc			
13	Resolution Authorizing the Submittal of a 50/50 DNR Urban Forestry Grant Application to Update the Tree Inventory and Management Plan			
14	Resolution to Approve the Compliance Maintenance Annual Report (CMAR) for the Sanitary Sewer			
15	Resolution to Approve Task Order No. 00085095 with MSA Professional Services for Hwy 12/16 at Fitzgerald Road Intersection Improvements			
16	Resolution to Approve a Conditional Use Permit to Matthew Musiedlak Which Allows a "Resort" at 1820 Cole Lane, Adams County Parcel 291-00710-0000			
17	Resolution to Approve an Amendment to the Conditional Use Permit Issued to Port Huron Brewing Co. LLC Which Allows an Expanded Outdoor Area for Their Annual Oktoberfest Celebration			
18	Resolution to Approve a Conditional Use Permit to Logging Camp LLC in Order Which Allows a Non-Residential Garage at 912 Fitzgerald Road, Sauk County Parcel 291-0119-00000			
19	Resolution to Approve the Site Plan Application Submitted by Logging Camp LLC for Construction of a Non-Residential Garage at 912 Fitzgerald Road, Sauk County Parcel 291-0119-00000			

CITY OF WISCONSIN DELLS
APPLICATION FOR OPERATOR'S (BARTENDER) LICENS

ITEM 3c

Per Wis. SS 125.32(2) and 125.68(2) and City Code 16.12(5)
SEE BACK SIDE OF APPLICATION FOR IMPORTANT INFORMATION.

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 69974
Council Date Granted: _____ Police Dept Verification: -CH 8/17/19 By: [Signature]
License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: [Signature] Deny: _____

New \$60 (attach Beverage Server Training Cert.) Renewal \$60 Temp. \$10 (Event Dates: _____)

Name BROCKWAY PAUL HENRY
Last First Middle
Home Address 90 FIELDSTONE DRIVE APT. 1205 WJ Dells WI 53965
Street City State Zip

Mail License to (if different from Home Address): _____
Street City State Zip

Date of Birth: 12/13/82 Drivers License # B620-6888-2453-08 State _____

Phone Number: 608 448 8827

List any other State(s) resided in within the last 5 years: _____

License to be used at (Name of Wisconsin Dells Business): High Rock Cafe

Have you been convicted of a felony? Yes ___ No X
Have you been arrested or convicted of any law or ordinance pertaining to alcohol or drugs? Yes X No ___
Have you been arrested or convicted of any State, Federal or Local Laws (other than speeding tickets)? Yes X No ___
Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No X

If you answered yes to any of the above questions, please list information below or on a separate page:

Date	Nature of Offense	County	State
<u>Sept '10</u>	<u>DUI</u>	<u>Sauk</u>	<u>WI</u>

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me. I have read the back of the application and understand the parameters for denial of this license.

Signature of Applicant: [Signature] Date: 8/15/19

CITY OF WISCONSIN DELLS
MAYORAL PROCLAMATION

ITEM 5

WHEREAS, the City of Wisconsin Dells is committed to ensuring the safety and security of all those living in and visiting the city; and WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and WHEREAS, home fires killed 2,630 people in the United States in 2017, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 357,000 home fires; and WHEREAS, the majority of US fire deaths (4 out of 5) occur at home each year; and WHEREAS, the fire death rate per 1000 home fires reported to US fire departments was 4 percent higher in 2017 than in 1980; and WHEREAS, when the smoke alarm sounds, residents may have less than two minutes to escape to safety; and WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, residents should make a home escape plan, drawing a map of each level of the home, showing all doors and windows; and WHEREAS, residents should practice the home fire escape plan with everyone in the household, including visitors; and WHEREAS, residents should practice the home fire escape drill at least twice a year, during the day and at night; and WHEREAS, residents should teach children to escape on their own in case adults can't help them; and WHEREAS, residents should make sure everyone in the home knows how to call 9-1-1 or the local emergency number from a cell phone or a neighbor's phone; and WHEREAS, residents should practice using different ways out; and WHEREAS, residents in a real emergency should get low and go under the smoke to get out quickly; and WHEREAS, residents should get out and stay out, never going back inside the home for people, pets, or things; and WHEREAS, residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2019 Fire Prevention Week™ theme, "**Not Every Hero Wears a Cape. Plan and Practice Your Escape!**"™ effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, I do hereby proclaim **October as FIRE PREVENTION MONTH and October 6–12, 2019, as FIRE PREVENTION WEEK** throughout this community, and I urge all residents to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of the Kilbourn Fire Department during Fire Prevention Week 2019.

Dated this 16th day of September, 2019.
In witness, thereof, I sign this proclamation.

Edward E. Wojnicz, Mayor

CITY OF WISCONSIN DELLS 2020 ARBOR DAY PROCLAMATION

WHEREAS, natural areas, trees, and landscapes provide not only community beautification but also economic and environmental benefits;

WHEREAS, trees provide many benefits to the community, including air purification, windbreaks, noise reduction, shade, and energy savings;

WHEREAS, planting trees and maintaining older trees provides an opportunity for community interaction, volunteerism, economic development, and environmental conservation;

WHEREAS, our efforts to improve the environment benefit present and future generations;

THEREFORE, BE IT RESOLVED that I, Edward E. Wojnicz, Mayor of the City of Wisconsin Dells, Wisconsin, do hereby proclaim April 28, 2020 as Arbor Day and encourage citizens to participate in appropriate activities and to take advantage of the benefits of parks and other natural areas in our community.

In witness, thereof,

I sign this proclamation.

Dated this 16th day of September 2019.

Edward E. Wojnicz
Mayor



**CITY OF WISCONSIN DELLS
APPLICATION FOR
SPECIAL EVENT and /or STREET CLOSING PERMIT**

ITEM 7

- Date Application Submitted: 9/3/19 Application Fee \$160 Receipt No. 70338
- Application must be submitted to City Clerk no less than 10 days before the next Common Council meeting.
- Applications may not be amended after approval, unless done so by the Police Chief or designee.

1. Applicant Information

Applicant's Name Ed Saari
 Organization/Business (if any) Chula Vista RESORT
 Address (include city/zip) 2501 N. RIVER Rd - WISCONSIN DELLS, WI 53065
 Contact Phone Number 309-530-9235 Email Edsandrbarb@gmail.com

2. Event Purpose

Event Name or Title: muscle Car Adventures Repeat Event? Yes No
 Organization Associated with Event (if applicable) Chula Vista RESORT Non-profit Event? Yes No
 Purpose of Event (Include detailed description of event/activities) MUSCLE CAR DRIVING EVENT

3. Event Information & Assembly

Date(s) of the Actual Event SEPT 27-29 2019
 Date/Time event will assemble SEPT 28th 4pm Date/Time event will begin SEPT 28th 5pm
 Time event will end SEPT 28th 5:30pm Time event will disband SEPT 28th 7pm
 Event website (if any) WWW.MUSCLE CAR ADVENTURES.COM
 Name of contact person on day of event Ed Saari Cell 309-530-9235

LIST STREETS/AREA TO BE CLOSED - ATTACH MAP OF PROPOSED CLOSURES & INDICATE PROPOSED USES:

To be determined by Lt Perry Meyer

Number of Barricades Needed & Locations (if applicable) S/A

Will this event include: **Fireworks?** Yes No If yes, a Fireworks Display Permit is needed.
Beer/Wine Sales? Yes No If yes, a Temporary Class B Beer/Wine License is needed.

If yes, please list who will be obtaining those permits/licenses: S/A

*Approximate maximum number in attendance at one time _____

Attendance estimate based on? _____

Traffic Assistance Needed: Yes No If yes, location and time(s): S/A

4. Entertainment/Amplified Music or Announcing

Any amplified music or announcing: Yes No

Describe entertainment area/location (if applicable) as determined by Lt. Meyer

5. Public Safety

Traffic Assistance Needed: Yes No If yes, location and time(s): S/A

Police/Security Needed (may be assigned based on event details) No Yes, location & purpose _____

EMS / Fire Dept. Needed (may be assigned based on event details) No Yes, location & purpose _____

6. Sanitation & Utilities

Temporary Electric Service needed: Yes No

Number of bathroom stall accommodations, if required: ___ Men ___ Women ___ Unisex ___ Handicapped Accessible

7. Vendors

Merchandise and/ or Food Vendors: no ___ yes, approximate number: _____

8. Parking Impact

List the number of parking stalls, and/or what parking lot(s) that will be affected and during what time:

as determined by Lt. Meyer
approximately 80-100 cars

Municipal Code Chapter 24 – Special Events Regulations

24.04 WHEN APPLICATION MUST BE MADE

A written application for a permit for any parade or special event shall be made by one of the organizers to the City Clerk on a form provided by the Clerk no less than 10 days in advance of the last regularly scheduled council meeting prior to the proposed event.

24.06 RECOMMENDATIONS OF GOVERNMENTAL AGENCIES

The Clerk shall submit a copy of the application to the Chief of Police and the Director of Public Works as well as any other affected departments. These departments shall report their findings to the Council at the next regularly scheduled Council meeting.

24.11 FEE

There shall be paid at the time of filing the application for a parade or special event permit a fee as established by resolution adopted pursuant to section 2.05.

24.12 CHARGE FOR INCREASED COSTS

Where the Police Chief and/or the Director of Public Works determines that the cost of municipal services incident to the staging of the parade or special event will be increased, the Council may require the permittee to pay an additional fee in the amount equal to the increased cost for the municipal services.

Applicant Signature

I hereby make an application for a Special Event and/or Street Closing Permit as detailed above. I agree to abide by the requirements of all City Ordinances and State Laws.

Print Name ED SAARF

Signature [Signature] Date 9/4/19

ITEM 8

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 9/17/2019 ending: 06/30/2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } Wis. Dells
 Village of }
 City of }

County of Columbia Aldermanic Dist. No. _____
(if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456102984384204</u>	
FEIN Number <u>84-2266778</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input checked="" type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$ <u>10,000 -</u>
Publication fee	\$ <u>14 -</u>
TOTAL FEE	\$ <u>10,014 -</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Jilly Bearers, LLC DBA RiverWalk Pub

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Campbell</u>	(First) <u>Jillian</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code) <u>212 Xanadu Rd #101 Wisconsin Dells WI 53965</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Campbell</u>	(First) <u>Jillian</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code) <u>212 Xanadu Road #101, Wisconsin Dells WI 53965</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name RiverWalk Pub Business Phone Number 608 254 8215
2. Address of Premises 911 River Road Post Office & Zip Code Wis. Dells WI 53965

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Restaurant/Bar, outdoor patios, banquet room, Bud Hut, side yard (gazebo).

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Y Knot 2, LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 7/3/19 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Campbell Jillian L</u>	Title/Member <u>Member</u>	Date <u>8/7/19</u>
Signature <u>Campbell</u>	Phone Number <u>608 477 1234</u>	Email Address <u>Jillian@53465@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>8-8-2019</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of Wisconsin Dells County of Columbia

The undersigned duly authorized officer/member/manager of Jilly Beaners LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as RiverWalk Pub
(Trade Name)

located at 911 River Rd

appoints Jillian Campbell
(Name of Appointed Agent)

212 Xanadu Rd #101 Wisc Dells WI 53965
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 33 yrs.

Place of residence last year _____

For: _____
(Name of Corporation / Organization / Limited Liability Company)

By: _____
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Jillian Campbell, hereby accept this appointment as agent for the
(Print / Type Agent's Name)
corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

J Campbell 8/8/2019 Agent's age 33
(Signature of Agent) (Date)
212 Xanadu Rd #101 Wisc Dells WI Date of birth 12/20/85
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 8/13/19 by _____ Title CHIEF OF POLICE
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Jillian Campbell		Lee		Lee	
Home Address (street/route)	Post Office	City	State	Zip Code	
212 Xanadu Rd	WISC Depls	WISC Depls	WI	53965	
Home Phone Number	Age	Date of Birth	Place of Birth		
608 477 1234	33	12/20/85	Florida		

The above named individual provides the following information as a person who is (check one):

Applying for an alcohol beverage license as an **individual**.

A member of a **partnership** which is making application for an alcohol beverage license.

Jillian Campbell of Jilly Beans, LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 32 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. _____
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Brat House	49 Wisc. Depls Pkwy S.	2010	2019
Sunset Bay	921 Canyon Rd	2000	2010

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

J Campbell
(Signature of Named Individual)

August 8, 2019

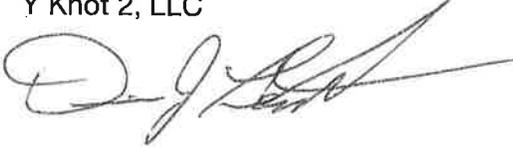
City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI. 53965

To Whom It May Concern:

Please be advised that Y Knot 2, LLC, DBA as River Walk Pub, voluntarily surrenders our liquor license. This is contingent on JillyBeaners, LLC, DBA as River Walk Pub, to be granted a new liquor license on the same day of our forfeiture.

Sincerely,

Dennis J. Leonhardt, Member/Agent
Y Knot 2, LLC

A handwritten signature in black ink, appearing to read "D. J. Leonhardt", with a long horizontal flourish extending to the right.

ITEM 9

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from their September 16, 2019 meeting;

It APPROVES the 2019 Audit Engagement Letter with Johnson-Block & Company in the amount of \$31,500.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: September 16, 2019
Date Passed:
Date Published:



September 12, 2019

To the City Council and City Treasurer
City of Wisconsin Dells
300 La Crosse Street
Wisconsin Dells, Wisconsin 53965

We are pleased to confirm our understanding of the services we are to provide for the City of Wisconsin Dells for the year ended December 31, 2019.

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Wisconsin Dells as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Wisconsin Dells' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Wisconsin Dells' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI (if prepared) is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedule for the general fund
3. Wisconsin Retirement System Schedules
4. Local Retiree Life Insurance Fund Schedules
5. Health Insurance OPEB Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Wisconsin Dells' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining statements of non-major governmental funds



Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional information referred to in the previous paragraph when considered in relation to the basic financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Wisconsin Dells' financial statements. Our report will be addressed to the City Council of the City of Wisconsin Dells. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.



Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Wisconsin Dells' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the City of Wisconsin Dells in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.



Management Responsibilities (Continued)

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Johnson Block & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Johnson Block & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit by the end of March 2020 and to prepare our draft audit reports by June 15, 2020. Carrie Leonard, CPA is the engagement partner and is responsible for supervising the engagement and signing the report. We will also prepare the Department of Revenue financial report form, the Public Service Commission annual reports, and the TID annual reports. We will meet with the City Finance Committee at the conclusion of the audit to discuss our findings.



Engagement Administration, Fees and Other (Continued)

Our fees for the audit and other services will not exceed \$31,500. Fees related to individual parts are estimated as follows:

General City	\$ 7,950
Electric Utility	6,450
Water Utility	4,850
Sewer Utility	4,450
Parking Utility	1,000
TIDs and CDA	5,500
BID	<u>1,300</u>
	<u>\$31,500</u>

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If additional services are necessary, we will discuss them with you and arrive at a fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Wisconsin Dells and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Very truly yours,

Johnson Block & Company, Inc.

JOHNSON BLOCK & COMPANY, INC.
CERTIFIED PUBLIC ACCOUNTANTS
MADISON, WISCONSIN

RESPONSE:

This letter correctly sets forth the understanding of the City of Wisconsin Dells.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____



ADDENDUM A

We will perform the following services:

We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2019. Upon completion of the compilation of the annual Financial Report Form, we will provide the City with our accountant's compilation report. If, for any reason caused by or relating to affairs or management of the City, we are unable to complete the compilation or if we determine in our professional judgement the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management's Responsibilities

The City's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the City complies with the laws and regulation applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making City personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.



ADDENDUM B

We will perform the following services:

We will compile, from information you provide, the Public Service Commission Annual Reports, including the balance sheets of the water utility and the electric utility, enterprise funds of the City of Wisconsin Dells, as of December 31, 2019 and 2018, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2019. Upon completion of the Public Service Commission Annual Reports, we will provide the City with our accountant's compilation reports. If, for any reason caused by or relating to affairs or management of the City, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management's Responsibilities

The City's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the City complies with the laws and regulation applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making City personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____
COUNTY LIBRARY TAX EXEMPTION - 2020

ITEM 10

WHEREAS, Columbia, Sauk, Adams, and Juneau County Boards levy a County Library Tax; and

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provide that such units of government which levy a tax for public library services and expend an amount for a library fund as defined by s. 43.52(1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of property in the city for the current year, may apply for exemption from this tax; and

WHEREAS, The **City of Wisconsin Dells** does levy a library tax in excess of the amount calculated in accordance with 43.64(2)(b);

NOW THEREFORE BE RESOLVED that the **City of Wisconsin Dells**, in Columbia, Sauk, Adams and Juneau Counties, Wisconsin, be EXEMPT from the payment of any county library tax as provided in Section 43.64(2)(b) inasmuch as it will expend for its own library fund for 2019 an amount in excess of that amount calculated in accordance with 43.64(2)(b). Exemption from the payment of said county library tax shall not preclude the City of Wisconsin Dells' participation in county library services in all other respects;

BE IT FURTHER RESOLVED, that confirmed copies of this Resolution shall be forwarded by the City Clerk to the Columbia, Sauk, Adams and Juneau County Clerks and the appropriate public libraries.

Dated this 16TH day of September, 2019.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk/Coordinator

Date introduced: September 16, 2019
Date adopted:
Date published:

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Finance Committee from their September 16, 2019 meeting;

IT APPROVES the Development Agreement with the Wisconsin Dells School District which defines specific on-site and off-site improvements and assigns responsibilities.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes; _____ nays
Date Introduced: September 16, 2019
Date Passed:
Date Published:

**City of Wisconsin Dells
and
School District of Wisconsin Dells
Development Agreement**

This Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (City) and the School District of Wisconsin Dells (School District)

RECITALS

- A. School District will construct a high school and related improvements and appurtenant facilities (the Project) on real estate in the City.
- B. The project site, consisting of approximately eighty (80) acres, lies between County Trunk Highway A and US Highway 12/16 and is depicted in the site plan attached as Exhibit A.
- C. The project will require the construction and installation of certain on-site and off-site public infrastructure systems and improvements.
- D. This Development Agreement delineates specific on-site and off-site improvements which will be installed and constructed and assigns responsibility for completion, and establishes obligations and procedures related to payment for the costs of the installation and construction.

AGREEMENT

Section 1. School District Obligations. The School District shall:

- 1. Construct a High School and related improvements and appurtenant facilities as shown in Exhibit A.
- 2. Construct on-site stormwater management facilities which meet state and local requirements.
- 3. Install on-site water and sanitary sewer facilities and improvements to meet the requirements of the Project.
- 4. Provide that the water system shall be public and suitable for connection to the City's water system the sanitary sewer private and suitable for connection to the City's system.
- 5. Provide such easements as are needed and required by the City in connection with said improvements.

Section 2. City Obligations. The City shall be responsible for the design and construction of the following off-site public infrastructure improvements:

1. Water Main: 12 inch to school connection point.
2. Sanitary Sewer: lift station, generator and gravity sewer.
3. CTH A Roadway: USH 12/16 to 50 feet past main school entrance
4. Upgrade intersection of CTH A and USH 12/16 consistent with traffic impact analysis and approvals of Wisconsin Department of Transportation.
5. And, required/related mobilization, erosion control and traffic control.

Section 3. Allocation and payment of Project Costs.

- a. School District shall bear and pay all costs associated with the construction and installation of the on-site and off-site improvements delineated in this agreement including all costs and fees of planning, design and permitting.
- b. The City will engage contractors to perform the work and to provide the materials, supplies and equipment for the City's off-site projects and the City will submit bills, invoices and statements for such work, supplies and materials to the School District for payment.

Section 4. Supplemental Provisions.

1. City Contribution.
 - a. Except as provided in Sec. 4.1.b. below, The City of Wisconsin Dells and the Village of Lake Delton will provide financial support to the School District for the high school project in the amount of \$23.5 million dollars for qualifying infrastructure improvements. The source of the City and Village contributions will be premier resort tax receipts. The Village's share will be 80%, \$18.8 million dollars. The City's share be 20%, \$4.7 million dollars. Any public infrastructure costs or expenses in excess of the City/Village contribution of \$23.5 million dollars will be the responsibility of the School District. This undertaking will be evidenced by a 3-party agreement between the City, the Village and the School District.

b. The CTH A and USH 12/16 intersection control component will be construction of a WisDOT approved roundabout at an anticipated cost of \$1.8 million. School District shall pay the sum of \$750,000.00 towards the cost of the roundabout and the City shall pay for the balance.

2. Supplemental Provisions. In addition to the easements specified above, the parties shall cooperate and grant to each other such other easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement.

3. Mutual Indemnification. Each party shall indemnify, defend and hold the other parties and their respective officers, employees and agents (the "Indemnitees") harmless from and against any and all liabilities, damages, costs, expenses or losses) (including reasonable legal expenses and attorney's fees) (collectively, "Losses") resulting from any claims, suits, actions, demands, or other proceedings brought by or on behalf of a Third Party (collectively, "Claims") to the extent rising from:

a. Negligence or willful misconduct of the indemnifying party, its employees or agents; or

b. Breach of this Agreement by the indemnifying party.

Such indemnification shall not apply to the extent that the Claims are caused by the negligence or misconduct of, or breach of this Agreement by an Indemnitee.

4. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

5. Third Parties. This Agreement is made for the exclusive benefit of the parties to this Agreement, their successors in interest and their permitted assignees. This Agreement is not for the benefit of any other persons, such as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party, except as described in this Agreement.

6. Governing Law and Venue. The laws of the State of Wisconsin shall govern this Agreement. Venue for any disputes shall be the Sauk County Circuit Court.

- 7. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting by the parties, and as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- 8. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- 9. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior understandings and agreements, whether oral or written, between the parties with respect to the specific subject matter.

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

SCHOOL DISTRICT OF WISCONSIN DELLS

Dated: _____, 2019.

By: _____
its: _____

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Finance Committee from their September 16, 2019 meeting;

IT APPROVES the Development Agreement with Concept Attractions of Wisconsin Inc. for the Wizard Quest Village Development.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes; _____ nays
Date Introduced: September 16, 2019
Date Passed:
Date Published:

**City of Wisconsin Dells
and
Concept Attractions of Wisconsin, Inc.
Development Agreement**

This Development Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (City) and Concept Attractions of Wisconsin, Inc. (Developer).

RECITALS

- A. Developer owns, manages, operates and promotes tourist and visitor attractions in downtown Wisconsin Dells known as "Wizard Quest" and "Ripley's Believe it or Not".
- B. "Wizard Quest", located at 105 Broadway, is an interactive indoor entertainment venue, approximately _____ square feet which provides and interactive fantasy tablet game experience.
- C. "Ripley's Believe It or Not" ("Ripley's"), located at 115 Broadway, is a museum, approximately ___ square feet which displays unusual and unique artifacts and objects in 11 galleries and offers interactive patron experiences.
- D. Wizard Quest and Ripley's are currently housed in a premises leased by Developer from Capital Plaza of the Dells, LLC.
- E. Developer as buyer is party to a certain real estate purchase contract covering the following parcels in the City:

<u>Parcel #</u>	<u>Address</u>	<u>Owner/Seller</u>
11291-47.1	400/404 Broadway 740 Elm ("Chalet premises")	Chalet Associates, LLP
11291-45.03	414 Broadway	Bavarian Village, LLC
11291-45.05	400/420/ 452/468 Broadway ("Bavarian Premises") ("Acquired Premises")	Bavarian Village, LLC

- F. Developer's plan is to relocate the Wizard Quest attraction from its current location from at 105 Broadway to the Acquired Premises and to relocate Ripley's from its current location to the premises at 105 Broadway vacated by Wizard Quest ("Developer's Project").
- G. Developer's acquisition of the "Acquired premises" and Developer's loan are contingent on the following assistance of the City in support of Developer's plan:
1. Transfer ownership to Developer of the City parking lot South of the Chalet Premises, Tax Parcel Number 11291-50.
 2. Construct, install and maintain a public plaza area in the Elm Street right-of-way West of the Chalet Premises.
- H. Based on Developer's plan to create "bookend" attractions on Broadway, i.e. Wizard Quest and Ripley's, and the anticipated associated pedestrian foot traffic between Developer's attractions the City is prepared to assist Developer's Project pursuant to this agreement.
- I. The City has determined that Developer's Project is consistent with City's efforts to renovate, revitalize and re-establish downtown Wisconsin Dells as an attraction and destination and integral part of Wisconsin Dells visitor experience.
- J. Developer has asserted and the City has been persuaded that Developer's Project will not occur without the City's assistance and the City has determined that the assistance is in the public interest.
- K. Based upon the foregoing Recitals, the parties agree as follows:

AGREEMENT

Section 1. Obligations of the Developer. The Developer shall:

1. Not later than December 31, 2019 close the real estate transaction and purchase the real estate described in Recital E; i.e. the Acquired Premises.
2. Not later than October 1, 2020 commence construction and renovation of the Acquired Premises as follows:
 - Chalet Premises: Site of relocated and expanded and enhanced Wizard Quest attraction; and, continuation of bowling alley in accord with current lease.

- Bavarian Premises: Site of themed Wizard Quest Village with mix of retail and artesian shops, food and beverage and village square event space.
3. Expend not less than 1.5 Million Dollars in connection with the combined Wizard Quest and Wizard Quest Village improvements which will be completed and occupied for business and operations as follows:
- Wizard Quest (Chalet): May 15, 2021
 - Wizard Quest Village (Bavarian): May 15, 2022

(The Wizard Quest and Wizard Quest Village premises are situated and depicted in the site plan attached as Exhibit A and will be designed and built consistent with the schematic drawings and renderings attached as Exhibit B.)

4. Not later than May 15, 2021, relocate "Ripley's" from its current location at 115 Broadway to the premises vacated by Wizard Quest at 105 Broadway and maintain or expand the size and scope of the museum.
5. Subject to Section 5, timely apply for and receive all required government and other permits and approvals associated with the Wizard Quest, Wizard Quest Village and Ripley's projects and be responsible for all fees and expenses associated with such permits and approvals.
6. Provide evidence to the City of a long-term lease (minimum five years) or other right to use and occupy the site of the relocated Ripley's i.e. 105 Broadway.
7. Subject to Section 2.2, be responsible for all direct costs related to this Agreement and any other work to be performed under this Agreement including all engineering, inspections, materials, labor and environmental remediation.
8. Subject to Section 5, use the property subject to this Agreement for the purposes specified herein and consistent with all applicable federal, state, county and city laws and regulations.
9. Keep and maintain, or cause to be kept and maintained, the property subject to this Agreement (Wizard Quest, Wizard Quest Village and parking lot) in good condition and repair in a safe, clean and attractive condition and free of all trash, litter, refuse and waste subject only to demolition and construction activities contemplated by this Agreement.

10. Provide to the City's Clerk/Administrator and Treasurer documentation from Developer's bank and/or other funding sources confirming that the Developer has the ability to finance Developer's Project and meet the requirements of this Development Agreement.
11. Continue the lease with the current operator of the bowling alley on the Chalet premises and encourage the operator to collect the premier resort tax so long as tenant is not in default of the lease agreement and continues to meet its obligations under the lease and applicable laws.
12. Continue the current agreement and arrangements regarding public access and use of restroom facilities on the Bavarian premises.
13. Open and operate Developer's attractions, Wizard Quest, Wizard Quest Village and Ripley's, at a minimum as follows: March 15 - October 31 daily; November 1 - March 14 Friday - Monday; hours consistent with other Downtown Dells merchants and attractions.

Section 2. Obligations of the City. The City shall:

1. Concurrent with the issuance of a building permit for the Wizard Quest and the Wizard Quest Village improvements on the Acquired Premises, or at such later date as requested by Developer, convey to the Developer the City parking lot adjacent to the development project; i.e. Tax Parcel Number 11291-50. See Section 3.
2. At City's sole cost and expense construct, install and maintain a public plaza and gathering space in the Elm Street right-of-way located West of the Chalet Premises. See Section 4.
3. Consistent with usual and customary City operations and protocols, fix, repair and maintain the public alley located South of the Acquired Premises including snow removal; and, fix, repair and maintain all public utilities in the alley and the Elm Street plaza area; provided that, when feasible, such city repair and maintenance activities in the alley and plaza shall be coordinated with Developer to minimize disruption of Developer's business activities.
4. Appropriate sufficient funds for the performance of City's obligations under this Agreement.
5. Cooperate with Developer throughout the implementation of the project and promptly review and/or process all submissions and applications in accordance with applicable city ordinances.

Section 3. Parking Lot Forgivable Loan Agreement & Promissory Note.

1. For the purposes of this agreement, the estimated value of the parking lot to be conveyed to Developer is \$365,000.00. The City shall sell the parking lot to Developer as follows: \$100,000.00 of value shall be allocated to a City Grant in support of Developer's Project; and \$265,000.00 of value shall be allocated and payable as a \$265,000.00 Forgivable Loan & Promissory Note as follows.
2. Concurrent with the conveyance of the parking lot to the City the City and the Developer shall execute the Forgivable Loan Agreement & Promissory Note attached as Exhibit C.
3. The purpose of the Forgivable Loan Agreement & Promissory Note is to provide assurance to the City that Developer will perform its obligations under this Agreement; in particular, the maintenance and operation of "bookend" attractions on Broadway and enhanced City premier resort tax revenues.
4. The Forgivable Loan Agreement & Promissory Note shall be secured by a real estate mortgage on the Acquired Premises which will be subordinate to Developer's primary loan for the project.

Section 4. Elm Street Public Plaza.

1. City shall construct and install a public plaza and gathering space in the Elm Street right-of way located West of the Chalet Premises.
2. Construction and installation of the plaza shall commence concurrent with the completion and occupancy of the Wizard Quest improvements and be timely completed within 12 months thereafter.
3. Construction and installation of the plaza project is contingent on the City being assured that non-general fund monies, not less than \$600,000.00, are committed and payable/collectible from sources such as, without limitation, WEDC Grant, BID, TIF #3 and WDVCB.
4. City and Developer shall cooperate and collaborate in the thematic and aesthetic design of the plaza and appurtenant fixtures, equipment and improvements.
5. City and Developer agree that management, scheduling and programming for the plaza will be vested in a third party entity arranged and designated by the City; i.e. WDVCB, BID Committee or like organization.

6. Developer shall cooperate with the City in efforts to obtain WEDC grant funding for the projects covered by this Agreement and if the WEDC grant is awarded and payable to the Developer, Developer shall pay or assign the WEDC grant proceeds to the City.
7. Developer shall be responsible for day-to-day cleaning and upkeep of the plaza and Developer shall promptly advise City of any repair or maintenance issues requiring the City's attention. The City shall provide cleaning and refuse collection supplies and provisions.
8. City shall be responsible for the repair and maintenance of the plaza and all appurtenant structures, facilities, equipment and fixtures.
9. The City will close a portion of Elm Street and install, construct and maintain the public plaza in the public right-of-way as an accommodation to Developer in support of Developer's project. Absent extraordinary unforeseen circumstances or events, the City shall maintain the plaza as long as Developer owns the Acquired Premises and operates the Wizard Quest and Wizard Quest Village attractions; provided that Developer has complied with the terms of this Agreement. Beginning the year after Developer ceases to own the Acquired Premises or operate Wizard Quest and/or Wizard Quest Village, the status of the plaza will be annually reviewed on or about August 1 to determine whether the plaza will remain in place or terminated and ended effective December 31 of the next calendar year. This Agreement does not create or confer upon Developer or any other person or entity any vested property rights in connection with the plaza and the plaza is neither permanent nor perpetual. Developer shall have no claims of any kind for costs or damages against the City related to the termination of the plaza. This Agreement does not create an interest in real estate and does not confer upon Developer any exclusive or non-exclusive rights or interest in the plaza.

Section 5. 400 Broadway Block Encroachments.

An ALTA/MSPS Land Title Survey of the Acquired Premises discloses 33 possible encroachments. See Exhibit D attached. The City and the Developer shall cooperate in the preparation and execution of a "Consent to Encroachment" document to memorialize the encroachments and address issues related to the existence of the encroachments in the City's right-of-way. The parties acknowledge that it will be the Developer's responsibility to deal with the Wisconsin Department of Transportation regarding encroachments in the state highway right-of-way.

Section 6. Miscellaneous Provisions.

1. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.
2. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the property effected by this Agreement or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Developer's Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
3. Personal Liability. Under no circumstances shall any officer, official or employee of the City have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
4. No Personal Interest. No member of the governing body or other officer of the City shall have any financial interest, direct or indirect, in this Agreement, the Developer's Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
5. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.
6. Third Parties. This Agreement is made for the exclusive benefit of the parties to this Agreement, their successors in interest and their permitted assignees. This Agreement is not for the benefit of any other persons, such as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party, except as described in this Agreement.

7. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a force majeure event may not be used to avoid an Event of Default of the delay caused by the force majeure event exceeds ninety (90) dated of the date the event occurred.
8. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
9. Time. Time is of the essence with regard to all dates and time periods set forth herein.
10. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized overnight commercial courier service, air bill pre-paid of forty-eight (48) hours after deposit in the United States mail postage paid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To City: Nancy Holzem, Clerk/Coordinator
City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, Wisconsin 53965

With a Copy to:

City Attorney
Joseph J. Hasler, Esq.
LaRowe Gerlach Taggart LLP
P.O. Box 231
Reedsburg, Wisconsin 53959

To Developer: Concept Attractions of Wisconsin, Inc.
Kevin E. Ricks
S3444 Fox Hill Road
Baraboo, Wisconsin 53913

With a Copy to:

Peter J. Curran, Esq.
Curran, Hollenbeck & Orton SC
P.O. Box 370
Lake Delton, Wisconsin 53940
pjc@curranlawoffice.com

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

11. Governing Law and Venue.
 - a. The laws of the State of Wisconsin shall govern this Agreement.
 - b. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Columbia County, Wisconsin, all other venues being inappropriate for any such proceeding.
12. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any of the provisions of this Agreement.
13. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatsoever.
14. Recording of Agreement. The City may record this Agreement or a Memorandum of this Agreement with the Register of Deeds for Columbia County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

15. **Priority Over Subsequent Liens.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the property at the time this Agreement is recorded other than the mortgages for the purchase of the property and to finance costs of constructing the project. This Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the property (or any portion thereof) after the recording of this Agreement (or Memorandum thereof).
16. **No Construction Against Drafter.** This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
17. **Signatures and Counterparts.**
 - a. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
 - b. **Execution in Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
18. **Entire Agreement.** This document contains the entire Agreement with respect to the matter set forth herein, and shall inure to the benefit of and shall bind the parties, their heirs, executors, successors or assigns. This Agreement may be modified only in writing, with said written modification(s) signed by and authorized representative of the City and the Developer.

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

CONCEPT ATTRACTIONS OF WISCONSIN, INC.

Dated: _____, 2019.

By: _____
Its: _____

EXHIBITS

- A. Site Plan
- B. Schematics/Renderings
- C. Forgivable Loan Agreement & Promissory Note
- D. Encroachments

FORGIVABLE LOAN AGREEMENT & PROMISSORY NOTE

This Loan Agreement and Promissory Note (the "Agreement"), effective this ___ day of _____, 2020, is entered into by and between the following parties:

- The City of Wisconsin Dells (the "City"); and,
- Concept Attractions of Wisconsin, Inc. (the "Developer")

RECITALS:

- A. The City and Developer are parties to a certain Development Agreement for the renovation, repair and rehabilitation of certain property in downtown Wisconsin Dells.
- B. Based upon the Developer's representations and promises regarding the scope of the projects and the need for public assistance the City a) conveyed a City parking lot to Developer and b) agreed to install, construct and maintain a public plaza adjacent to the development.
- C. In order to assure Developer's diligence and conscientious performance of its promises and obligations the parties have entered into this Forgivable Loan Agreement and Promissory Note which will be paid and satisfied as Developer performs.

Now Therefore and in consideration of the mutual promises, covenants and agreements the parties agree as follows:

Agreement & Promissory Note

1. Developer promises to pay to City the sum of Two Hundred Sixty-Five Thousand and no/100 Dollars (\$265,000.00) in full in one lump sum, without interest, if the loan is not forgiven as provided herein.
2. Subject to paragraphs 4 and 9, the loan shall be due and payable December 31, 2027.
3. The amount of the loan shall be reduced if Developer performs as follows:
 - A. Maintains visitor attractions identical or comparable to the Ripley's Believe It or Not Museum at 105 Broadway and Wizard Quest and

Wizard Quest Village in the 400 block of Broadway, both in the City of Wisconsin Dells.

- B. The Ripley's Believe It or Not, Wizard Quest and Wizard Quest Village attractions shall generate minimum premier resort tax revenues in an amount not less than \$50,000.00 annually or such other amount as the City and the Developer may agree in writing.
- C. Annual reductions shall also be dependent on Developer's performance of its other undertakings and promises as set forth in the Development Agreement.

4. The \$265,000.00 loan shall be forgiven as follows:

<u>Forgiveness Reduction Date</u>	<u>Percentage Forgiven</u>	<u>Amount</u>	<u>Balance</u>
October 1, 2023	25%	\$66,250.00	\$198,750.00
October 1, 2024	20%	\$53,000.00	\$145,750.00
October 1, 2025	20%	\$53,000.00	\$92,750.00
October 1, 2026	20%	\$53,000.00	<u>\$39,750.00</u>
October 1, 2027	<u>15%</u>	<u>\$39,750.00</u>	
	100%	\$265,000.00	

- 5. This Loan Agreement & Promissory Note are not transferable or assignable by the Developer.
- 6. This Loan Agreement & Promissory Note shall be secured by a mortgage on Developer's Property in the 400 Block of Broadway, City of Wisconsin Dells.
- 7. The Developer agrees to provide and maintain, at its own expense, casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and fixtures in the premises of Developer in the 400 Block of Broadway, City of Wisconsin Dells. Evidence of such coverage shall be provided to the City upon request. The total amount of the insurance policy shall be sufficient to pay the indebtedness created by this Loan Agreement & Promissory Note.

8. The Developer hereby waives presentment, demand of payment, protest and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.
9. This Promissory Note shall be fully due and payable, at the City's option, in the amount of the principal balance then due on any Forgiveness Reduction Date that City determines Developer is not entitled to a forgiveness reduction due to Developer's failure to perform its obligations.
10. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not effect the remaining portions of this Agreement or any part thereof.
11. The parties agree this Agreement is a complete document in which all obligations have been reduced to writing and there are no understandings, agreements, conventions or covenants no included herein.
12. This Agreement shall be construed with the laws of the State of Wisconsin. Venue for any disputes shall be the Circuit Court for Columbia County.

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

CONCEPT ATTRACTIONS OF WISCONSIN, INC.

Dated: _____, 2019.

By: _____

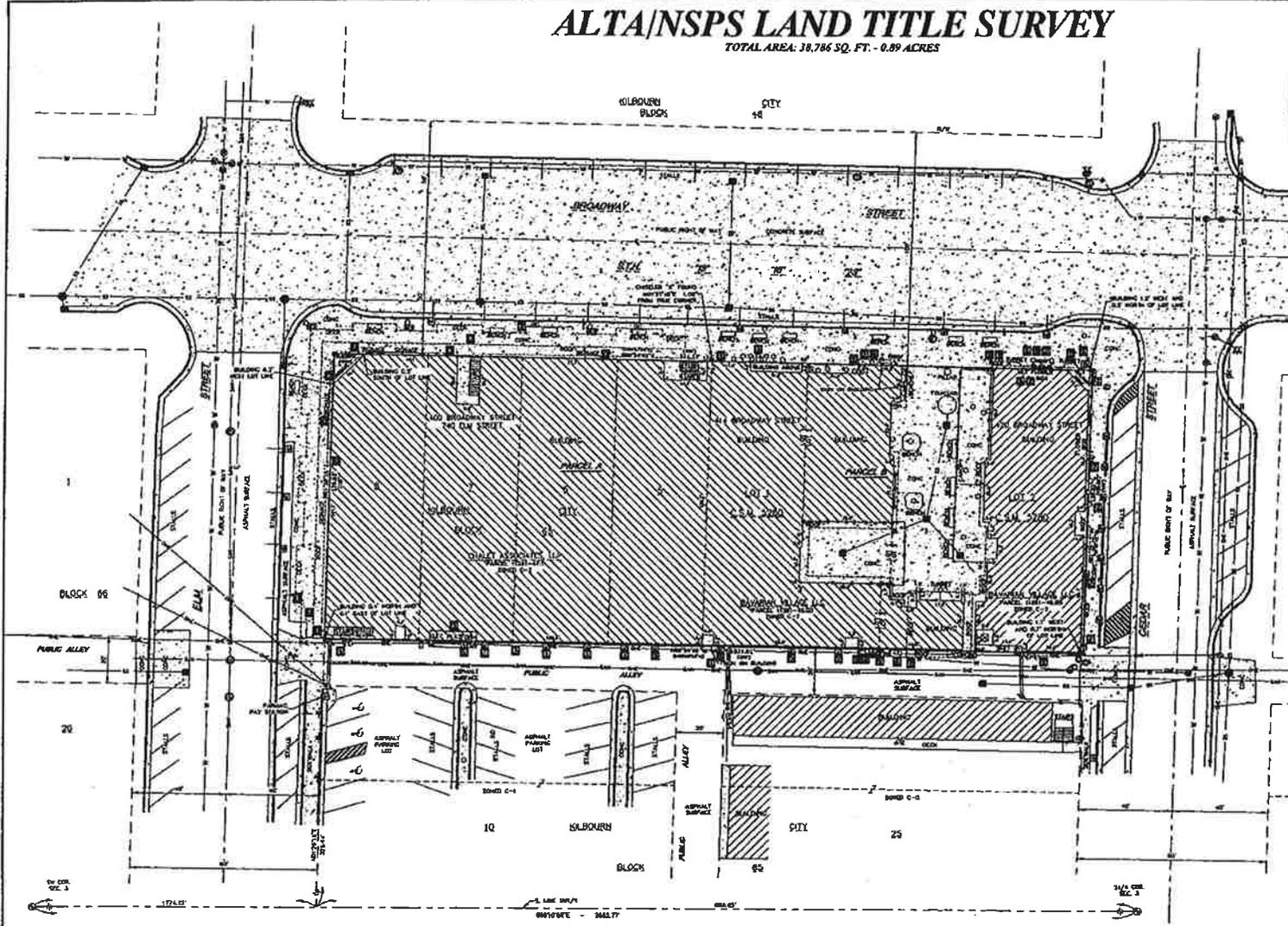
Its: _____

ALTA/NSPS LAND TITLE SURVEY

TOTAL AREA: 10,786 SQ. FT. - 0.89 ACRES



BASIS OF BEARINGS IS THE
SOUTH LINE OF THE SW 1/4
SECTION 3 WHICH BEARS
S81°00'00" W 100.00 FT. TO
GRID NORTH COLUMBIAN COUNTY
COORDINATE SYSTEM MAGN(11)



- LEGEND**
- ⊙ 3 1/2" ALUM. MON. FND
 - ⊙ CHISELED "C" IN CONCRETE SKF
 - ⊙ 3/4" IRON ROD FND
 - ⊙ PE PAL FND
 - ⊙ PUNCH HOLE FND
 - ⊙ CHISELED "M" IN CONCRETE FND
 - ⊙ GUARD POST
 - ⊙ LIGHT POST
 - ⊙ POWER POLE
 - ⊙ FLAG POLE
 - ⊙ HANDICAP PARKING STALL
 - ⊙ SIGN
 - ⊙ PARKING METER
 - ⊙ TELEPHONE METER
 - ⊙ TELEPHONE MANHOLE
 - ⊙ GAS METER
 - ⊙ GAS BOX
 - ⊙ ELECTRIC BOX
 - ⊙ ELECTRIC METER
 - ⊙ ELECTRIC MANHOLE
 - ⊙ ELECTRIC MANHOLE
 - ⊙ ELECTRIC PANEL
 - ⊙ EXHAUST VENT
 - ⊙ FIRE HYDRANT
 - ⊙ WATER BOE
 - ⊙ WALL FIRE HYDRANT
 - ⊙ DOWNSPOUT
 - ⊙ CATCH BASIN
 - ⊙ STORM SEWER DRAIN
 - ⊙ SQUARE STORM DRAIN
 - ⊙ STORM SEWER MANHOLE
 - ⊙ CLEAN OUT
 - ⊙ SANITARY SEWER MANHOLE
 - SANITARY SEWER LINE
 - STORM SEWER LINE
 - WATER LINE
 - OVERHEAD UTILITY LINE
 - WOOD FENCE
 - METAL FENCE
 - () PREVIOUS SURVEY OR RECORD INFO
 - ▨ INDICATES NO PARKING
 - ▩ CONCRETE SURFACE

G. GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS
1000 W. WISCONSIN STREET, SUITE 200
WISCONSIN DELLS, WI 53091
PHONE: (920) 742-2855
FAX: (920) 742-0436
WWW.GROTHMAN.COM

DATE	REVISION	BY
Bavarian Village LLC and Chalet Association LLP		
400, 414 & 420 Broadway Street and 740 Elm Street Wisconsin Dells, WI		
SCALE: 1" = 20'	FILE NO: 649-285	
DATE: July 26, 2016	PROJECT NO: 618-285	
DRAWN BY: A. MAST	DRAWING NO: 618-285	
DESIGNED BY: J. GROTHMAN	SHEET 1 OF 2	

OWNER / CLIENT
PARCEL "A" CHALET ASSOCIATES, LLP
PARCEL "B" BAVARIAN VILLAGE LLC AND
414 BOM 177
WISCONSIN DELLS, WI 53065

SURVEYOR
JAMES R. GROTHMAN
P.O. BOX 373
608 E. SUTHER STREET
PORTAGE, WI 53091
PHONE PORTAGE: (920) 742-7788
PHONE SAAW PRARIE: (920) 644-8577
FAX: (920) 742-0436
e-mail: jrg@grothman.com



-Exhibit D-

ALTA/NSPS LAND TITLE SURVEY

TOTAL AREA: 34,768 SQ. FT. - 0.89 ACRES

LIST OF EASEMENTS & PROVISIONS FROM TITLE COMMITMENT (FROM COMMITMENT NO. 219054711 - SCHEDULE B - PART 2)

1. PUBLIC RESTROOM AGREEMENT TERMS AND CONDITIONS AS RECORDED IN DOCUMENT #219021. (ATTENTION: PRIORITY SUBJECT IN NATURE)

FLOOD ZONE

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 80200001F WITH A DATE OF REVISION OF MAY 16, 2014 FOR COMMUNITY NO. 500045 IN COLUMBIAN COUNTY, STATE OF WISCONSIN, WHICH IS THE CURRENT FLOOD RATE REQUIREMENT MAP FOR THE COMMUNITY AT TIME OF SURVEY.

POSSIBLE ENCROACHMENTS

1. SIGNAGE ON BUILDING 1.0' WEST OF LOT LINE
2. ROOF 0.1' WEST OF LOT LINE
3. SECOND FLOOR DECK 13.4' WEST OF LOT LINE
4. BUILDING 0.1' WEST OF LOT LINE
5. SECOND FLOOR SIGNAGE 1.2' WEST OF LOT LINE
6. DIAGONAL SIGNAGE 0.5' WEST OF LOT LINE
7. SECOND FLOOR SIGNAGE 0.8' NORTH OF LOT LINE
8. SIGNAGE ON BUILDING 1.2' NORTH OF LOT LINE
9. ROOF 0.1' NORTH OF LOT LINE
10. SECOND FLOOR DECK 13.2' NORTH OF LOT LINE
11. WALLS LIGHTS FIXTURES NORTH OF LOT LINE
12. ROOF 2.4' NORTH OF LOT LINE
13. WALL SIGN 1.0' NORTH OF LOT LINE
14. ROOF 1.1' NORTH OF LOT LINE
15. TURRET 2.7' NORTH OF LOT LINE
16. FLOWER BOX 1.1' NORTH OF LOT LINE
17. BUILDING 0.2' NORTH OF LOT LINE
18. WALL SIGN 0.8' NORTH OF LOT LINE
19. ROOF 1.8' NORTH OF LOT LINE
20. SIGN 1.7' NORTH OF LOT LINE
21. DOWNSPOUTS EAST OF LOT LINE
22. WALL LIGHT FIXTURES EAST OF LOT LINE
23. WALL HYDRANT EAST OF LOT LINE
24. GAS METER & GARD POSTS SOUTH OF LOT LINE
25. ROOF 3.0' SOUTH OF LOT LINE
26. EXHAUST FAN 0.3' SOUTH OF LOT LINE
27. ELECTRIC METER SOUTH OF LOT LINE
28. ELECTRIC PANEL SOUTH OF LOT LINE
29. DOWNSPOUTS SOUTH OF LOT LINE
30. SIGN 0.1' SOUTH OF LOT LINE
31. MAIN OUTLET 0.1' SOUTH OF LOT LINE
32. ELECTRIC PLATFORM WITH NO APPARENT EASEMENT

ZONING INFORMATION

SOURCE OF ZONING INFORMATION PER CHRIS YOLLAKSEN, CITY OF WISCONSIN DELLS ZONING ADMINISTRATOR PHONE NO. 800-253-2542.

CURRENT ZONING CLASSIFICATION IS C-2 DOWNTOWN COMMERCIAL AND ALLOWS FOR CURRENT USE IT IS LEGAL NON CONFORMING SINCE IT PREDAES CURRENT ZONING ORDINANCE.

PARKING: REGULAR PARKING SPACES = 0
HANDICAP PARKING SPACES = 0
TOTAL PARKING SPACES = 0

CURRENT PARKING REQUIREMENT IS: NONE REQUIRED

BUILDING SETBACK REQUIREMENTS:
FRONT = 0 FEET
SIDE = 0 FEET
REAR = 5 FEET

BUILDING HEIGHT RESTRICTIONS: 15 FEET

FLOOR SPACE RESTRICTIONS: NONE

NOTE: THERE ARE NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED FOR CEDAR STREET. THERE IS A POSSIBLE STREET CLOSURE OF ELM STREET, BUT NOT VOUCHER, TO BE USED AS A PUBLIC PEDESTRIAN PLAZA. PER CHRIS YOLLAKSEN, CITY OF WISCONSIN DELLS ZONING ADMINISTRATOR PHONE NO. 800-253-2542.

NOTE: THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

NOTE: THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED ON OBSERVED EVIDENCE AND UPON INFORMATION FURNISHED BY THE LOCAL JURISDICTION. SINCE THIS INFORMATION IS RELIED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CORRECTED TO UNDERGROUND UTILITIES WERE NOT MARKED BY A B11 UTILITY LOCATE AT TIME OF SURVEY.

INSURER'S CERTIFICATE

To: Bavarian Village LLC, a Wisconsin Limited Liability Company, 400 Elm Street, Wisconsin Dells, WI 53591
Insured: Bavarian Village LLC, a Wisconsin Limited Liability Company

This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2014 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and Sections 19.1, 2, 4, 7.04, 7.04(1), 6, 8, 11, 16 and 17 of Table A. This map was completed on June 27, 2016.

Date of Plan or Map: July 26, 2016

By: James R. Grothman
Professional Land Surveyor No. 1281
Date: July 26, 2016
Global File #191888



The primary purpose of this survey is to show the approximate boundaries of the property described in the accompanying title insurance policy, Commercial No. 219054711 dated June 1, 2016.

LEGAL DESCRIPTION

Parcel A:
Lot 15, Block 10, Subdivision 1, and Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Parcel B:
Lot 1, Block 1, Subdivision 1, and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 9

CITY OF WISCONSIN DELLS
AUTHORIZING RESOLUTION NO. _____

WHEREAS, the City of Wisconsin Dells, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the City of Wisconsin Dells will comply with all Local, State, and Federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Director of Public Works, to act on its behalf to:

1. Sign and submit the grant application.
2. Sign a grant agreement between applicant and the DNR.
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement.
4. Submit grant reimbursement request to the DNR.
5. Sign and submit other required documentation.

I hereby certify that the foregoing resolution was duly adopted by the City of Wisconsin Dells Common Council at a legal meeting held on the 16th day of September, 2019.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced:
Date Passed:
Date Published:



Wisconsin DNR Urban Forestry Grants



APPLICATION DEADLINE: OCTOBER 1, 2019

2020 Application Guide



About

About regular urban forestry grants

5000 / # 5000

- Grants range from \$1,000 to \$25,000 and require a 50–50 match (total project cost range is \$2,000 to \$50,000).
- The project sponsor must initially fund 100 percent of project costs with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50 percent of eligible costs (501(c)(3) nonprofit organizations may request an advance when a grant is awarded).
- Projects begin January 1 and must be completed within one calendar year.

Who may apply

Who may apply for a regular urban forestry grant

Cities, villages, towns, counties, tribes and 501(c)(3) nonprofit organizations in or conducting their project in Wisconsin may apply for a regular urban forestry grant.

Eligible projects and costs

Eligible regular urban forestry grant projects and associated costs

- Projects must relate to community tree management, maintenance or education within Wisconsin cities, villages or other areas of concentrated development.
- Eligible project components include, but are not limited to:
 - tree inventory or canopy assessment;
 - urban forestry strategic or management plan;
 - urban forest pest response, storm response or risk reduction plan;
 - tree ordinance development/revision;
 - public outreach;
 - staff or volunteer training;
 - tree board or volunteer group development; and
 - tree planting, maintenance and removal.
- Ineligible projects include, but are not limited to:
 - construction projects (such as trails, fences, shelters, buildings and site grading) not directly related to planting;
 - land clearing or stump removal projects not directly related to tree planting or removal; and
 - land or boundary surveys or title search, appraisal, sale or exchange of real property.
- Eligible costs are those necessary for completing the project and incurred during the project period. Costs must be documented, reasonable and consistent with the project scope. Examples include:
 - salaries and fringe benefits of people working directly on the project;
 - cost of services, supplies, equipment or facilities used on the project; and
 - value of labor, services, supplies, equipment or facilities donated to the project by third parties.

How to apply

To apply for a regular urban forestry grant:

- Review the [urban forestry grant application guide \[PDF\]](#) for more details.
- Obtain a resolution from your governing body designating a representative to file the application and handle all grant actions on behalf of the applicant ([download sample resolution \[Word\]](#)).
- Complete application form [8700-298 \[PDF\]](#) . The form is electronically fillable, printable and savable.
- Complete Urban Forestry Partner Verification form [8700-298A \[PDF\]](#)  for each project partner (not for hired service providers).

**zCITY OF WISCONSIN DELLS
RESOLUTION NO. _____**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that

It APPROVES the Compliance Maintenance Annual Report (CMAR) for the Sanitary Sewer with an A grade for both Financial Management and Collection Systems.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, _____ nays ____ abs.
Date Introduced: September 16, 2019
Date Passed:
Date Published:

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
9/11/2019 **2018**

Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Karen Terry"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="608-254-2012"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="kterry@dellscitygov.com"/></p>																		
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2018"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0																	
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																		
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2018"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																		
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 150px;" type="text" value="428,227.21"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="4,201.01"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="432,428.22"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="23,674.00"/></td> </tr> </table>		3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="428,227.21"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input style="width: 150px;" type="text" value="4,201.01"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="432,428.22"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="23,674.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="428,227.21"/>															
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input style="width: 150px;" type="text" value="4,201.01"/>															
3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="432,428.22"/>															
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="23,674.00"/>															

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
9/11/2019 **2018**

<p>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - \$ <input style="width: 150px;" type="text" value="0.00"/></p> <p>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$ <input style="width: 150px;" type="text" value="456,102.22"/></p> <p>All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.</p> <p>3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above. <input style="width: 800px; height: 20px;" type="text"/></p> <p>3.3 What amount should be in your Replacement Fund? \$ <input style="width: 150px;" type="text" value="232,960.00"/> 0</p> <p>Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.</p> <p>3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If No, please explain. <input style="width: 800px; height: 20px;" type="text"/></p>																	
<p>4. Future Planning</p> <p>4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?</p> <p><input checked="" type="radio"/> Yes - If Yes, please provide major project information, if not already listed below. <input type="checkbox"/> <input type="checkbox"/></p> <p><input type="radio"/> No</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Project #</th> <th style="width: 60%;">Project Description</th> <th style="width: 15%;">Estimated Cost</th> <th style="width: 15%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Potential new Lift Station along with second Force Main. Tentative at best, pending economic development.</td> <td style="text-align: right;">2,000,000</td> <td style="text-align: center;">2021</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Construct ~ 1300 LF of sanitary sewer main, 1300 LF of sanitary sewer lateral and associated structures as part of Superior/La Crosse Street reconstruction project (MSA # 85084). 2.8 million dollar project of which ~ \$320,000 is associated w/ sanitary sewer work.</td> <td style="text-align: right;">320,000</td> <td style="text-align: center;">2019</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Construct new lift station (LS-7) in association w/ Wisconsin Dells High School project. Construct additional gravity sewer main as well as some new force main. Will eliminate existing LS-7 & LS-8.</td> <td style="text-align: right;">1,033,000</td> <td style="text-align: center;">2020</td> </tr> </tbody> </table>	Project #	Project Description	Estimated Cost	Approximate Construction Year	1	Potential new Lift Station along with second Force Main. Tentative at best, pending economic development.	2,000,000	2021	2	Construct ~ 1300 LF of sanitary sewer main, 1300 LF of sanitary sewer lateral and associated structures as part of Superior/La Crosse Street reconstruction project (MSA # 85084). 2.8 million dollar project of which ~ \$320,000 is associated w/ sanitary sewer work.	320,000	2019	3	Construct new lift station (LS-7) in association w/ Wisconsin Dells High School project. Construct additional gravity sewer main as well as some new force main. Will eliminate existing LS-7 & LS-8.	1,033,000	2020	
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<p>5. Financial Management General Comments <input style="width: 800px; height: 20px;" type="text"/></p>																	
ENERGY EFFICIENCY AND USE																	
<p>6. Collection System</p> <p>6.1 Energy Usage</p> <p>6.1.1 Enter the monthly energy usage from the different energy sources:</p> <p>COLLECTION SYSTEM PUMPAGE: Total Power Consumed</p> <p>Number of Municipally Owned Pump/Lift Stations: <input style="width: 50px;" type="text" value="19"/></p>																	

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
9/11/2019 **2018**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	15,559	311
February	17,148	236
March	20,165	160
April	32,934	143
May	25,007	26
June	23,779	11
July	22,915	9
August	20,565	10
September	23,067	11
October	18,486	68
November	21,239	138
December	20,792	175
Total	261,656	1,298
Average	21,805	108

6.1.2 Comments:

Electricity consumed includes some kWh's used for other purposes, such as heating, etc.. Some natural gas consumption is for NG powered back-up generation.

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
9/11/2019 **2018**

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

None specifically. Every time we complete pump work or station maintenance, we consider efficiencies that might be gained by replacing equipment w/ newer, more efficient models.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:

9/11/2019

2018

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continued work w/ MSA of Baraboo in regards to GPS/GIS upgrades and the finalization of our FSP. FSP should be completed before year end.

Did you accomplish them?

- Yes
- No

If No, explain:

FSP should be completed before year end. Mapping and asset management through our GIS/GPS program has turned out to be a continual work in progress.

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

WPDES # 0031402, Wis. Dells Ord. # 7.04

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

12/30/2015

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
 - New sewer and building sewer design, construction, installation, testing and inspection
 - Rehabilitated sewer and lift station installation, testing and inspection
 - Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - Fat, oil and grease control
 - Enforcement procedures for sewer use non-compliance
 - Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- Equipment and replacement part inventories
 - Up-to-date sewer system map

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
9/11/2019 **2018**

A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

A description of routine operation and maintenance activities (see question 2 below)

Capacity assessment program

Basement back assessment and correction

Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements

Construction, Inspection, and Testing

Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

Responsible personnel communication procedures

Response order, timing and clean-up

Public notification protocols

Training

Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

Infiltration/Inflow (I/I) Analysis

Sewer System Evaluation Survey (SSES)

Sewer Evaluation and Capacity Management Plan (SECAP)

Lift Station Evaluation Report

Others:

Continued work w/ MSA to finalize FSP. Once complete, we our planning to work on a sewer evaluation and capacity management plan.

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="5"/>	% of system/year
Root removal	<input type="text" value="2"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="1"/>	% of system/year
Manhole inspections	<input type="text" value="10"/>	% of system/year
Lift station O&M	<input type="text" value="12"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="2"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="1"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value=".5"/>	% of system/year

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
9/11/2019 **2018**

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Mechanical issues w/ our Vac truck reduced the amount of time we were able to spend in the field. Those issues have been resolved.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

Total actual amount of precipitation last year in inches

Annual average precipitation (for your location)

Miles of sanitary sewer

Number of lift stations

Number of lift station failures

Number of sewer pipe failures

Number of basement backup occurrences

Number of complaints

Average daily flow in MGD (if available)

Peak monthly flow in MGD (if available)

Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

Lift station failures (failures/year)

Sewer pipe failures (pipe failures/sewer mile/yr)

Sanitary sewer overflows (number/sewer mile/yr)

Basement backups (number/sewer mile)

Complaints (number/sewer mile)

Peaking factor ratio (Peak Monthly:Annual Daily Avg)

Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:

9/11/2019

2018

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Reconstructed 1 block of Eddy Street including all associated sanitary sewer elements.

5.4 What is being done to address infiltration/inflow in your collection system?

Use of sewer manhole chimney seals and more stringent sewer specifications on all new installations.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:

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2018

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:

9/11/2019

2018

Resolution or Owner's Statement

Name of Governing Body or Owner:	<input type="text" value="City of Wisconsin Dells Common Council"/>
Date of Resolution or Action Taken:	<input type="text" value="09/16/2019"/>
Resolution Number:	<input type="text"/>
Date of Submittal:	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):	
Financial Management: Grade = A	<input type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	
<input type="text"/>	

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their September 9, 2019 meeting;

IT APPROVES Task Order No. 00085095 with MSA Professional Services for Highway 12/16 at CTH A/Fitzgerald Road Intersection Improvements as part of the new high school project.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes; _____ nays
Date Introduced: September 16, 2019
Date Passed:
Date Published:



Task Order
(#00085095)

To: City of Wisconsin Dells
David Holzem
300 La Crosse St
Wisconsin Dells, WI 53965

Date of Issuance: 9/6/2019
MSA Project No.: 00085095

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

Project Name: USH 12/STH 16 at CTH A/Fitzgerald Road Intersection Improvement

The scope of the work authorized is: See attached scope of services

The schedule to perform the work is: approximate start: Sept. 2019
approximate completion: Aug. 2020

The estimated fee for the work is: See attached scope and corresponding fees

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

Master Services Limit of Cost for Professional Services (Section 1.3):

It is hereby acknowledged by Owner and Engineer that the estimated cost of professional services associated with this task order will exceed the cost threshold established in the Master Services Agreement dated February 6, 2012. Upon acceptance of this task order, all terms and conditions of the master services agreement will remain, with the exception of Section 1.3, limit of cost for professional services.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

CITY OF WISCONSIN DELLS

Ed Wojnicz

Mayor

Date: _____

Attest: City Clerk

Clerk Name: Nancy Holzem

Date: _____

300 La Crosse St

Wisconsin Dells, WI 53965

Phone: (608) 254-2012

Email: nholzem@dellscitygov.com

MSA PROFESSIONAL SERVICES, INC.

Ben Wilkinson

Ben Wilkinson

Team Leader

Date: 9-6-19

1702 Pankratz Street

Madison, WI 53704

Phone: (608) 216-2057

Email: bwilkinson@msa-ps.com

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$111 – \$170/hr.
Clerical	\$ 55 – \$110/hr.
CAD Technician	\$ 65 – \$125/hr.
Geographic Information Systems (GIS).....	\$ 94 – \$138/hr.
Housing Administration	\$ 68 – \$115/hr.
Hydrogeologists.....	\$114 – \$147/hr.
Planners.....	\$ 89 – \$160/hr.
Principals.....	\$180 – \$250/hr.
Professional Engineers	\$ 85 – \$153/hr.
Project Manager.....	\$ 85 – \$180/hr.
Professional Land Surveyors	\$ 79 – \$160/hr.
Staff Engineers.....	\$ 74 – \$144/hr.
Technicians	\$ 65 – \$125/hr.
Wastewater Treatment Plant Operator.....	\$ 72 – \$ 92/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS	At cost
Mileage – Automobile (currently \$0.58/mile).....	Rate set by Fed. Gov.
Mileage – MSA Truck.....	\$0.70/mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods.....	At cost
Total Station.....	Included in labor rates
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2020.

USH 12/STH 16 at CTH A/Fitzgerald Road Intersection Improvement
Wisconsin Dells

Outline of Proposed Scope of Services
MSA Professional Services, Inc.

This scope is for the reconstruction of the intersection of USH 12/STH 16 and CTH A/Fitzgerald Road in the city of Wisconsin Dells, Wisconsin into a roundabout located at the existing intersection of USH 12/STH 16 and CTH A/Fitzgerald Road. The roundabout will consist of three legs, incorporating both USH 12/STH 16 approaches and the east approach of CTH A/Fitzgerald Road. The west approach of Fitzgerald Road will tee into USH 12/STH 16 south of the roundabout.

1. Administration and Coordination
 - a) Assume project duration of 10 months – Contract completion date of July 2020
 - b) Monthly Progress Report and Invoicing
2. Reports
 - a) Pavement Type Selection Report
 - b) Abbreviated Design Study Report
 - c) Traffic Management Plan (Type 2)
 - d) Stormwater report
3. Agency and Utility Coordination
 - a) DNR Coordination as required.
 - b) Coordinate utility impacts related to roundabout design.
 - c) Associated utility project (being completed concurrently with this project) will complete direct coordination with utility companies.
 - d) Summarize and provide utility coordination to WisDOT.
4. Local Officials and/or Public Involvement Meetings
 - a) Attend up to two (2) meetings at the discretion of the City of Wisconsin Dells.
 - b) Preparation for meetings by MSA to include presentation and/or exhibits. All other arrangements to be completed by others.
5. Design and Plan Preparation
 - a) Roundabout Project Limits
 - i) 850-ft northwest of existing intersection along USH 12/STH 16 (45 mph posted speed)
 - ii) 700-ft southeast of existing intersection along USH 12/STH 16 (45 mph posted speed)
 - iii) 350-ft southwest of existing intersection along Fitzgerald Road (25 mph posted speed)
 - iv) 500-ft northeast of existing intersection along CTH A/Fitzgerald Road (25 mph posted speed)
 - b) Preliminary design

- i) Terrain model from survey data
- ii) Determine applicable design criteria
- iii) Storm Drainage design
 - a) The drainage system will consist of two principal elements; the existing system of roadside ditches and a new storm sewer (curb and gutter) system.
 - (1) Runoff near the entries/exits and within the circle will be collected via curb and gutter into a new storm sewer system and outlet into roadside ditches located along the approach/departure legs of the roundabout.
 - b) Storm Drainage design assumptions:
 - (1) No TRANS401/NR151 or other storm water management practices (peak discharge rate control, water quality treatment, infiltration) are required for regulatory reasons.
 - (2) Hydraulic calculations for storm sewer pipes will be developed under steady state conditions using peak flows determined from hydrologic modeling. No attenuation of peak flows through hydrograph routing will be incorporated. Pipe sizing will be based on summation of cumulative peak overland inflows at discrete inlet locations. Hydrologic calculations determining the effect of storage within existing floodplains on the capacity of existing and replacement culverts will be evaluated using hydrograph routing methods.
 - (3) Stormwater detention ponds not included.
- iv) Pedestrian or bicycle considerations included
- v) Develop conceptual construction staging
- vi) 60 percent plans
- c) Final Design
 - i) Title Sheet
 - ii) General Notes Sheet
 - iii) Project Overview
 - iv) Typical Sections
 - v) Construction Details
 - vi) Intersection Details
 - vii) Paving Details
 - viii) Erosion Control
 - ix) Storm Sewer
 - x) Landscaping Plan is not included
 - xi) Permanent signing
 - xii) Lighting (to WisDOT standards)
 - xiii) Pavement Marking
 - xiv) Traffic control and construction staging
 - a) Temporary signal plans are not anticipated.
 - b) Cross Section and earthwork quantities for each traffic stage, AutoTurn analysis
 - xv) Alignment Detail
 - xvi) Plan & Profile
 - xvii) Detour Route Plan
 - xviii) Jointing Plans, assume concrete pavement

xix) Cross Sections

xx) 60 percent & Draft PS&E complete plans will be prepared in accordance with FDM requirements.

6. PS&E documents

- a) Local bid by City of Wisconsin Dells (MSA). Authorization for bidding will be provided by the City.
- b) Plans and specifications in WisDOT format.
- c) Cost estimates at 60 percent and PS&E

7. Meetings

- a) 60% Design Review (1) at the SW Region (La Crosse office)
- b) Final Plans Design Review (1) at the SW Region (La Crosse office)
- c) Two (2) meetings with the City of Wisconsin Dells at the City Hall [Local officials and public involvement meetings are listed elsewhere]

8. Construction Administration and Staking

- a) Administer local two-party contract on behalf of the City
- b) Coordinate and administer the following on behalf of the City:
 - i) Shop drawing review
 - ii) Pay application processing
 - iii) Requests for information (RFI's) from Contractors
 - iv) Change order handling
 - v) Correspondence
 - vi) General construction administration, scheduling, and construction bulletins
- c) Construction staking to include identifying limits of removals, slope intercepts, curb and gutter alignments, and red top gravel grades
- d) Note: Construction observation is not included with this task order and will be considered an amendment upon authorization by the City. The City of Wisconsin Dells, MSA, and the Wisconsin Department of Transportation will need to agree upon the level of construction oversight services prior to amending said services into this task order

9. Information Provided by the City of Wisconsin Dells or the Wisconsin Department of Transportation

- a) As-built plans (as available)
- b) Existing Plats (as available)
- c) Geotechnical information for pavement design report.

10. Items not included

- a) Archaeological and History Surveys. Would be EXTRA SERVICES directly with the City of Wisconsin Dells if necessary.
- b) Survey. Full field survey completed via separate contract.
- c) Structure Design not included, including retaining walls.
- d) Final Right of way plat. Will be completed via separate contract.



USH 12/STH 16
 CTH A/Fitzgerald Road Intersection
 City of Wisconsin Dells
 Sauk County

Summary of Staff Hours, Direct Labor Costs, and Expenses

Classification	Project Manager		Project Engineer		Engineer		Total Direct Labor		Expenses		Project Total	
	Avg. Hourly Wage	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Dollars	Dollars	Dollars
Administration and Coordination	1	4	\$680.00	12	\$1,500.00	0	\$0.00	16	\$2,180.00	\$0.00		\$2,180.00
Reports (WisDOT required documentation)	2	8	\$1,360.00	64	\$8,000.00	8	\$840.00	80	\$10,200.00	\$0.00		\$10,200.00
Agency and Utility Coordination	3	4	\$680.00	18	\$2,250.00	6	\$630.00	28	\$3,560.00	\$0.00		\$3,560.00
Local Officials and/or Public Involvement Meetings	4	10	\$1,700.00	12	\$1,500.00	10	\$1,050.00	32	\$4,250.00	\$316.00		\$4,566.00
Preliminary Design	5.1	48	\$8,160.00	154	\$19,250.00	300	\$31,500.00	502	\$58,910.00	\$116.00		\$59,026.00
Final Design	5.2	24	\$4,080.00	152	\$19,000.00	342	\$35,910.00	518	\$58,990.00	\$0.00		\$58,990.00
PS&E Documents/Bidding Services	6	14	\$2,380.00	76	\$9,500.00	0	\$0.00	90	\$11,880.00	\$50.00		\$11,930.00
Meetings	7	20	\$3,400.00	20	\$2,500.00	0	\$0.00	40	\$5,900.00	\$385.80		\$6,285.80
Construction Administration and Staking	8	30	\$5,100.00	200	\$25,000.00	0	\$0.00	230	\$30,100.00	\$0.00		\$30,100.00
TOTAL:		162	\$27,540.00	708	\$88,500.00	666	\$69,930.00	1536	\$185,970.00	\$867.80		\$186,837.80

Note: Average hourly wages are blended rates based on multiple staff in each category

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their September 9, 2019 meeting;

IT APPROVES a Conditional Use Permit to Matthew Musiedlak to allow a "Resort" at the one building only at 1820 Cole Lane, Adams County 291-00710-0000. The property is zoned A-1 Agricultural-limited which conditionally allows a resort. The permit comes with the following contingencies:

1. The use of archery targets is granted.
2. Reasonable efforts are made to establish buffers between activity areas on this property and neighboring properties. City staff is granted the authority to approve or deny the final proposed buffers.
3. Prairie Oaks Drive right-of-way is cleaned up.
4. Building Inspector ensures that there are no code or safety issues with the house.
5. Applicant obtains and remains current with a State of Wisconsin ATCP Tourist Rooming House License.
6. Overnight Rentals of the house are subject to Premier Resort Tax and Room Tax collection; the applicant is required to provide clear accounting of the rental of this property.
7. Any nuisances are addressed to the satisfaction of the city, including but not limited to noise, maintenance and parking. Failure to address nuisances to the city's satisfaction can cause this permit, or any specific use herein, to be revoked.
8. Applicant must abide by the following restrictions:
 - a. Owner provides current, local, primary contact information to the Police Department and Zoning Office.
 - b. Renters must sign an agreement not to cause excessive noise, not to trespass on neighboring property, and not to cause any other nuisance.
 - c. This permit is non-transferable, any new owner or operator of the property will have to obtain a new Overnight Lodging Permit.
9. This permit covers the one building only and does not include overnight lodging outside of the building such as campers, tents, and recreational vehicles.
10. Any additional buildings would require an additional Conditional Use Permit and Public Hearing process.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ___ ayes, ___ nays ___ abs.
 Date Introduced: September 16, 2019
 Date Passed:
 Date Published:

CONDITIONAL USE APPLICATION
Wisconsin Dells, Wisconsin

Version: May 21, 2007

5. **Off-site effects.** Describe any potential nuisances and mitigating circumstances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

NONE EXPECTED

6. **Review criteria.** The plan commission in making its recommendation and the common council in making its decision must consider the factors listed below. Provide a response to each. (See Section 19.373 of the Municipal Code.)

- a. Consistency of the proposed use with the city's comprehensive plan and neighborhood plan or other subarea plan, if any

COMPLIES WITH COMPREHENSIVE PLAN SECTION 4 TO PROMOTE TOURISM TO LOCAL BUSINESSES AND RIVER DISTRICT

- b. Effects of the proposed use on traffic safety and efficiency and pedestrian circulation, both on-site and off-site

LOWER IMPACT THAN CURRENT RESIDENT

- c. The suitability of the subject property for the proposed use

VERY SUITABLE

- d. Effects of the proposed use on the natural environment

NONE
NO PLANS ON ALTERING TOPOGRAPHY OR IMPACTING WILDLIFE

- e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

NONE
FAMILY ORIENTED PROPERTY

- f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district

NONE

- g. Effects of the proposed use on the city's financial ability to provide public services

N/A

RENTAL RULES

1. Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. This property is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. All guests must stay within the property boundary which is clearly marked by signs.
5. Keep the property and all furnishings in good order.
6. Only use appliances for their intended uses.
7. Pets are NOT allowed.
8. Parking is limited to 5 vehicles in the driveway. Vehicles are to be parked in the driveway only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
9. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the units. It is recommended you bring beach towels if you plan to visit area waterparks.
10. The fireplace is a non-vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace.
11. Water and Septic: DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \$500.00.
12. Storms: No refunds will be given for storms
13. Discharging of any firearms is prohibited.
14. Minimum age requirement 21 years old.

1820 Cole Lane
Conditional Use Permit
Vacation rental of home
Staff report for Plan Commission 090919

The City of Wisconsin Dells has received a Conditional Use Permit application from Matthew Musiedlak to allow a Resort, in the form of overnight rental of a single home on approximately 20 acres, at 1820 Cole Lane (Parcel 291-00710-0000). This property is in the A-1 Agricultural-limited Zoning District, which allows a Resort as a Conditional Use per the City of Wisconsin Dells zoning code.

This property currently has a single family home on approximately 19 acres. The applicant would like to purchase this property to operate as an overnight rental of the single family home through on-line booking services such as AirBnB. These types of requests usually come in as CUP applications for "Overnight lodging", which is only allowed in the Commercial Zoning Districts. However, the Zoning code does allow "Resorts" as a Conditionally Permitted Use in the Agricultural Districts.

Due to the somewhat unique nature of this request, and the potential precedent that a decision on this request may create, this report will highlight two (2) main sections. First, this report will attempt to provide some background on this situation in general, starting with the origins of the Agricultural Zoning and then the potential reasoning for why Resorts are permitted in the Agricultural Zone. Secondly this report will go into the details of this specific request. The start of each of these sections will be highlighted for ease of reference. It appears the City should weight both the bigger picture implications of this use and the specifics of this request. Rational to deny this request would likely be justified by a determining that this specific use does not meet the definition of a "Resort". One initial thought is that a "Resort" generally has some sort of full time staff on the property.

SECTION 1 - PROPERTY, AGRICULTURAL, AND RESORT BACKGROUND.

The previous owners of this home owned a large piece of land in this area prior to the development of the Prairie Oak sub-division. This is an existing home on the back side of the Prairie Oaks subdivision off of 9th Avenue. This approximately 19 acre property was not part of the sub-division development, so it was not Zoned Residential, but rather remained zoned Agricultural. The applicant is a potential buyer of this property. Normally commercial use of residentially zoned properties is not allowed, however this Agricultural Zoning of this property allows for the use as a "Resort". The Zoning Code includes a defined land use for a "Resort", as follows:

5.6 **Resort** A place with lodging facilities and on-site amenities primarily intended for the use of overnight guests. Guest rooms may be located in one or more buildings and may include kitchen facilities. In addition to lodging facilities and recreational amenities such as golf, horseback riding, or lake/beach access, a resort may include a lodge or other gathering place for guests, dining facilities, administrative facilities, and maintenance and storage facilities.

As the definition of a Resort includes the overnight rentals of one or more buildings, the code technically would allow this home to be rented on a nightly basis through AirBnB, VRBO, Homeaway or similar services. These web-based rental services did not exist when the Zoning code was created in 2007 (AirBnB was founded in 2008). It could be argued that it was not the intent of the code for the “Resort” definition to be used to allow a residential home to be converted into a commercial use. It is assumed that the allowance of a “Resort” in the Agricultural Zone was to accommodate vacation rentals in a rural setting, and potentially to accommodate Camp Waubeek. The previous Zoning code addressed the Agricultural District in the following way:

19.045 AGRICULTURAL DISTRICT (old code)

- (1) Within the territorial limits of the City, land and buildings in the Agricultural District may be used as follows: forestry, crop farming, greenhouse, horticulture, truck farming and a one-family dwelling if incidental to the above.
- (2) In the Extraterritorial Area, land and buildings in the Agricultural District may be used as specified in Sec. (1) above; and, dairying, general farming, livestock grazing, and a one-family dwelling if incidental to the above.
- (3) The following are conditionally permitted in the Agricultural District, whether within or without the territorial limits of the City:
 - (a) residential, including single or multi-family;
 - (b) operation of a facility for the year-round provision of camping, lodging, recreational, educational, personal care, health care, and related staffing and services for persons with disabilities and the underprivileged.

It seems there are potentially two (2) main concerns with this application: 1) How this use would affect the existing neighborhood; 2) What precedent this would set for other Agricultural Zones

It is noted that there are four (4) areas in the City that are zoned Agricultural, and they are all large tracts of property. They are:

<u>Address</u>	<u>Site Description</u>	<u>Size</u>	<u>Current Use</u>
1) 1820 Cole Ln	Jason Hallowell house	~20 ac	1-single family home
2) 1925 Waubeek Rd	John Trumble House	~40 ac	1-single family home
3) 1550 Waubeek Rd	Camp Waubeek	~400 ac	Camp Waubeek
4) Deerwood Glen (Hwy 16)	Sub-division Phase 2	~117 ac	Vacant woods

The first question this application raises is if a single family home meets the definition of a Resort. It is probably safe to say that this is not what was intended when the Zoning Code was written. Therefore, there is concern that approval of this application could set a precedent for future applications in other Agricultural Zones. This concern may be somewhat mitigated by the limited additional areas in the City that are zoned Agricultural. The large size of the existing Agricultural Zones would allow for limiting the density of any commercial, overnight occupancy. However, these standards are not currently in place.

It seems the City should first decide if it wants to continue to entertain the notion that a single family home on a large piece of property could be considered a resort and utilized for commercial purposes. It also seems prudent of the City to be conscious of the potential implications if this use turns out to be successful. The Commercial success of this use would likely indicate a significant market for visitors to the Wisconsin Dells area that would like to stay in a home in a more rural setting as opposed to fully developed Waterpark Resort or a Hotel or Motel in the downtown area. If that is the case, it seems reasonable to expect other property owners in this area would like to utilize their properties for commercial income. Much of the property surrounding this property is Zone Residential and cannot be use for commercial rentals. Therefore, a Zoning Amendment would be required to change residentially zoned property to commercial properties. Such a Zoning amendment would appear to be a significant change to the long term plans for this area, and have a significant impact at the existing residences. Consideration of such a zoning change would require additional public notices and hearings, and any decision should significantly weight the implications on the existing residents.

SECTION 2 – CURRENT RESORT APPLICATION INFORMATION

This applicant has other properties they rent in this fashion at Spring Brook in Lake Delton. The applicant likes the idea of being able to offer a property with a significant amount of outdoor space. The applicant would rent the property as a single unit. The applicant has

stated that they believe there is a number of families that would like to vacation together in the Dells area, without being in the middle of the hustle and bustle of the resorts and downtown. The applicant intends to provide a number of outdoor amenities on the site, including: Campfire pit, picnic area, chicken coup, garden, walking trails, soccer/basketball/volleyball, and archery targets.

Except for the garden and picnic area, there are decision points to be made on these uses. All of these points revolve around preventing a nuisance to the surrounding properties and area considered to fall under the standard condition that is applied to any application for commercial rental of a residential property, As such, the City retains the right to revoke the approval of any of these uses if they are deemed by the City, in its sole judgement" to be a nuisance to surrounding properties.

Campfires are generally regulated in the City limits with exceptions for residential cooking and in campgrounds. It would seem reasonable to consider campfires as part of this request.

Chickens are allowed either as a commercial use or residentially as backyard chickens. In this case the applicant is comfortable considering these as "Backyard chickens" and limiting them to a maximum of 6 hens, no roosters. Given the Agricultural zoning of this property, it may be reasonable not to require the issuance of a standard, annual "Backyard Chicken License", but the applicant will still be expected to abide by all the standards of the Backyard Chicken Ordinance (16.025).

Walking trails in and of themselves are not a concern. However, measures should be taken to ensure occupants of the facility are aware of the property lines and do not cross them. This may be accomplished with by providing a map of the property and well defined trails, but it also may require signs at the property boundaries.

Area dedicated for soccer, basketball, or volleyball do not seem likely to create a nuisance. However, the preliminary site plan given shows these areas to be located rather close to the property boundary line. Some efforts should be made to provide a buffer between the on-site activities and the neighboring properties.

The item that seems like it could be of the greatest concern would be the archery targets. It is expected that the majority of occupants of this site would be outdoor enthusiasts, who would enjoy bringing their bow and shooting at some targets as part of their leisure time. It also appears that the location of the targets would make it virtually impossible for a stray arrow to cause a problem. As always, the concern would be with the potential for the one bad apple to shoot an arrow deliberately off the property. It is understood that this could happen with any occupant, including an owner's residence. Still, if archery targets are an amenity to the site, then it will likely be marketed as such, and it may be possible that one of the people

that responds to that marketing could be the bad apple. The City does have a Weapons ordinance that limits the rights to discharge weapons within the City limits. It seems the City Council would have the right to expressly grant or deny the use of the archery targets.

Aside from the on-site use of the property, another potential source of a nuisance to the area would be increased traffic due to the commercial use of the property. The applicant maintains that the use of the property by a vacationing family would not have significantly different traffic that they use of the property by a long term resident family. This seems reasonable, but is difficult to know.

This does lead into another unique aspect of this property. The access to this property is through unimproved right of way that was established when the Prairie Oak subdivision Plat was finalized. The expectation was that the developer of the subdivision would construct the roads, but obviously that did not happen. It is the City's position that while the right of way has been dedicated to the public, it has not been improved and therefore it is not the responsibility of the City. The applicant may use the right of way to access his property, but he will be responsible for maintaining the property and keeping it accessible. The City would likely allow the applicant to make improvements to the right of way, such as lay gravel to improve the drivability, but that should be part of a written agreement between the applicant and the City that clearly lays out the terms of the use of the right of way.

. The existence and extent of the potential nuisances lies primarily in the management of the property. If this house were to be a "party house", it could create a nuisance to surrounding properties and create issues for the City, as well as negatively affect the future development of residential properties in the Prairie Oaks sub-division.

The applicant had stated the home has 3 bedrooms and 1 bathroom. The maximum occupancy of the overnight rental will be 9 people, and that the house would be rented to one group at a time. Individual bedrooms would NOT be rented to different groups. The parking requirement for a motel is 1 parking space per room, so this 3 room house should have 3 parking stalls. This house has an existing driveway that appears to be able to handle 5 cars.

As a commercial rental, the applicant shall pay PRT & room tax on the rental of the commercial unit. The applicant shall provide the City with their identification numbers and clearly report the tax payments for this facility to the city. It is also noted that the majority of this property is currently assessed as Agricultural for tax purposes. If this entire property is to be deemed a Commercial Resort, it seems reasonable that the entire property would be assessed as Commercial for real estate taxing purposes.

The applicant for this property intends to book short term rentals of this facility through web-sites such as Airbnb and VRBO. The applicant lives in the City, and will be the official manager, and will be responsible to correct any nuisances that may occur on the property. It

should be made clear to the applicant that violation of conditions, poor management of the facility, or the creation of nuisances from this overnight use will result in revocation of the use permit. At a minimum, if the facility is cited as a "Chronic nuisance property". A "Chronic nuisance property" is a property that received three (3) written warnings or citations in a twelve (12) month period.

Due to the relative uniqueness of this use in the City, the issues this use has caused in the Village of Lake Delton, and the importance of the management of the use; it may still be prudent for the granting of this permit to be non-transferrable and any new owner or operator of the property will have to obtain a new CUP.

It has also been noted that, for this particular property, there is some conflicting descriptions of the right of way that makes up Prairie Oak Dr, which allows for a second access to the property. If this use is allowed, this approval will be contingent on the applicant resolved the conflicts with the Prairie Oak Drive Right of Way.

As such, approval of this CUP should carry the following contingencies:

1. The use of the archery targets is expressly GRANTED / DENIED
2. Reasonable efforts are make to establish buffers between activity areas on this property and neighboring properties. City Staff are granted the authority to approve or deny the final proposed buffers.
3. The Prairie Oak Drive Right of Way is cleaned up.
4. The building inspector ensures there are no code or safety issues with the house
5. The applicant obtains and remains current with a State of Wisconsin ATCP Tourist Rooming House license.
6. The overnight rental of the house will be subject to PRT & room tax and the applicant is responsible for providing clear accounting of the rental of this property.
7. Any nuisances are addresses to the satisfaction of the City, including but not limited to noise, maintenance, and parking. Failure to addresses nuisances to the City's satisfaction can cause this permit, or any specific use herein, to be revoked.
8. Applicant abide by the following restrictions:
 - a. Owner provides current, local, primary contact information to the Police Department and Zoning Office.
 - b. Renters sign an agreement not to cause excessive noise, not to trespass on neighboring property, and not to cause any other nuisance
 - c. This permit is non-transferrable, any new owner or operator of the property will have to obtain a new Overnight Lodging permit.

9. Any additional building would require an additional C.U.P. and process.

Chris Tollaksen
City of Wisconsin Dells
09/06/2019



291-701
4.584 ac.

291-700-10
5.024 ac.

872
6 ac.

8-870
1.67 ac.

267-017

Prairie Oak Dr

Sandstone Dr

9th Ave

Cole Ln

Windgate Ln

Soccer
Baseball
Volly

Athletic
Targets

Group
picnic area

Walking
trail
under
canopy

Hens

planting





**CITY OF WISCONSIN DELLS
RESOLUTION NO. _____**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their September 9, 2019 meeting;

IT APPROVES an Amendment to the Conditional Use Permit issued to Port Huron Brewing Co. LLC for an expanded use of outdoor commercial food and beverage service, outdoor vendors, and walkup service window at 805 Business Park Road, Columbia Co. Tax Parcel 11291-1497.4. This amendment pertains to their annual Oktoberfest Celebration and has the following conditions:

1. Portable toilets are allowed for the annual Oktoberfest event only.
2. Outdoor area is to be well managed.
3. Reasonable efforts are to be made to prevent parking on other private property.
4. Any issues are to be addressed to the satisfaction of the city.
5. City may require this permit to be reviewed if significant issues arise.
6. City reserves the right to revoke the permit for this once a year event if the city determines, in its sole judgment, that the event creates a nuisance.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: September 16, 2019
Date Passed:
Date Published:

805 Business Park Rd.

Conditional Use Permit - AMENDMENT FOR EXPANDED USE DURING ONCE A YEAR EVENT—
Outdoor commercial food and beverage service, Outdoor vender, and Walk up service window
Staff Report for Plan Commission, 09/09/19

The Planning & Zoning office has received a request for an amendment to a Conditional Use Permit application from Port Huron Brewing Co, LLC to expand their outdoor area for a once a year “Oktoberfest” event. In 2019 the event will be Saturday from noon to 7 pm. This request involves fencing off and additional 1100 sq ft in front of their building, in addition to having outdoor food service supplied by the Kilbourne Fire Department.

This application is meant to allow this event once a year for future years. The applicant would not be required to obtain a new permit in future years, unless significant issues develop. Any approval would be contingent on the City maintaining the right to re-evaluate this event if deemed necessary.

To accommodate the additional occupants for this event, Port Huron would set-up 3 portable toilets.

The existing outdoor area is 1075 sq ft and the tap room is approximately 792 sq ft.

The existing outdoor area has a capacity of approximately 100 people and the existing tap room has occupancy of 60 people.

Port Huron has 4 bathrooms which is adequate for servicing 160 people.

The outdoor area is accessed from the current Tap Room, so customers will have to go into the main building to get to the outdoor area. The new outdoor area will be accessible from the existing outdoor area, so all customers will still have to enter through the main building.

The expanded outdoor area is expected to accommodate around 100 extra people, the applicant has stated they expect an occupancy of around 200.

The existing parking lot has 15 stalls and there is a grass area next to the parking lot that will be marked to accommodate another 18 parking spaces. This provides parking for about 100 people. This premise has over 50,000 square feet of undeveloped space adjacent to the existing parking lot. This space should be able to accommodate some additional parking. It is expected that a significant number of cars will park on Business Park Rd. Reasonable efforts should be made to prevent Port Huron patrons from parking on the neighboring private property. Of particular concern is the neighboring property that shares a driveway access to Business Park Rd. Physical barricades should be installed to prevent this property from appearing to be excess parking for Port Huron.

It would seem the main concern with the outdoor seating area would be any noise issues, particularly with the apartment complex located in the vicinity of this area. These concerns would be minimized by the responsible management of the current facility. Any approval would be contingent on this quality management continuing.

This facility has held their Oktoberfest event within the confines of their existing space for a number of years. The Outdoor area was added in 2016, so the Oktoberfest event has included the outdoor activities for the past two (2) years. This office is not aware of any complaints from the previous events.

Any approval should carry the following conditions:

1. The City reserves the right to revoke this permit for this once a year event if the City determines (in its sole judgement) that this event creates a nuisance.

The following is from the Staff report from 2016 for the initial Outdoor area application:

As a facility in the Industrial park, this request may be evaluated in a slightly differently. Restaurants and Taverns are not permitted in the City of Wisconsin Dells Industrial Zone; however a Brewery is permitted in the Wisconsin Dells industrial zone because it is considered a heavy Industrial use, in that a brewery manufactures a product from raw materials. The State brewery license allows a brewery to have a Tap Room on site where food and their own beer can be sold. The City of Wisconsin Dells Zoning Code accommodates this State law, by having an accessory use of "Industrial District Retail" which allows an Industrial use in the industrial park to perform retail sales related to their product. "Industrial District Retail" requires is an Accessory use that requires a Conditional Use Permit, which Port Huron obtained when the brewery was approved in 2010. The "Industrial District Retail" use is in place, so that standard retail does not have to be allowed in the Industrial Zone to accommodate a brewery tap room, allowing a brewery can comply with the State law that allows them to perform retail sales of their product. However, in the commercial zone, where taverns and restaurants are permitted, the City Zoning Code has a separate accessory use for "Outdoor commercial food and beverage sales", which requires taverns and restaurants to obtain a different Conditional Use Permit to sell food or drinks outside. As taverns and restaurants are not permitted in the Industrial Zone, accessory uses associated with taverns and restaurants are not permitted in the Industrial Zone. However, a brewery is allowed by State Law to have a tavern that sells food and their beer. It makes sense that if a brewer is allowed to operate as a tavern they should be able to apply for the same accessory uses. This office felt the best path forward was to clarify that brewery were held to the same standards for accessory uses as tavern are in commercial districts, rather than making those accessory uses permissible in the Industrial zone for other businesses. So, the Zoning code is being updated to clarify that only a site that is granted a permit for Industrial District Retail can apply for a Conditional Use Permit for "Outdoor commercial food and beverage service" and the other related accessory uses.

Suggested Conditional to any approval:

- 1) Portable toilets are allowed for the once a year "Oktoberfest" only.
- 2) The outdoor area is well managed.
- 3) Reasonable efforts are made to prevent parking on other private property.
- 4) Any issues are address to the satisfaction of the City
- 5) The City may require this permit be reevaluated if significant issues arise.

Prepared by:
Chris Tollaksen

From: [Port Huron Brewing Company](#)
To: [Chris Tollaksen](#)
Subject: CUP Amendment Summary
Date: Thursday, September 5, 2019 4:42:54 PM

Chris,

Here is what we're proposing:

We'd like to be able to extend our outdoor service area (Beer Garden) with a temporary fence for our Annual Oktoberfest celebration. This would encompass our already granted food service allowance (each year a service organization provides food and receives 100% of the food profits), and would allow us to accommodate more patrons for this event, as it has been growing in popularity each year. We would provide additional portable restrooms in correct proportion for the fenced area. Additional Parking spaces would be created, using brewery property. (24-40+ additional vehicles could be accommodated) Overflow parking could be done on the public street. (An ample sized road.)

Saturday Brewery Hours are Noon-10. In 2019, we plan on music from Noon-2pm, and again from 3pm - 7pm. We generally move any patrons off the beer garden by 9 pm at this event, and the brewery closes at 10 per usual.

We have had one previous concern from neighbors in 2016. Since that time we reached out to the neighboring property and have not been made aware of any additional concerns since.

Let me know if you need any more info. Maybe I put too much in.

Keep me posted, and Thanks,

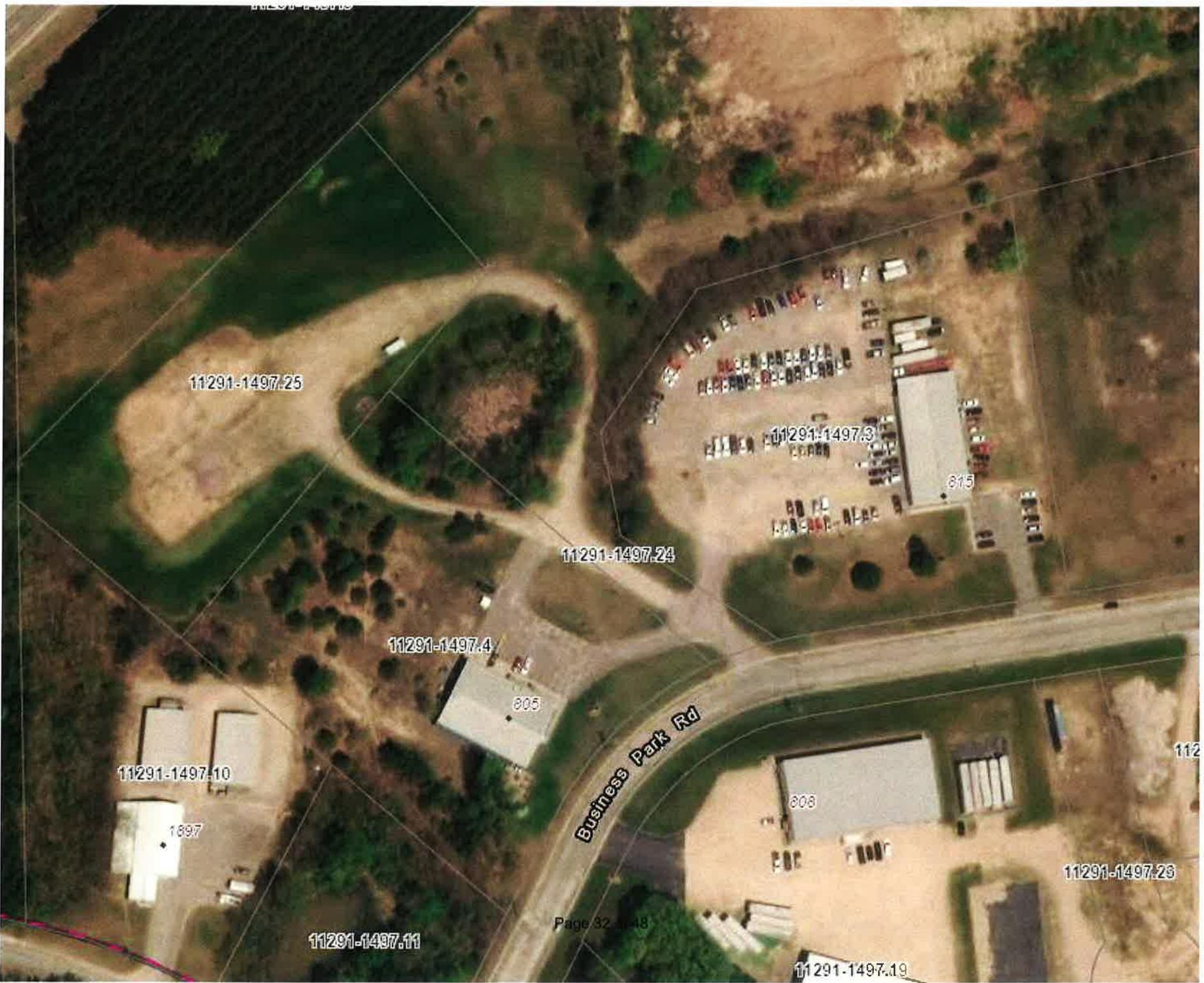
Tanner

Tanner Brethorst
President / Brewery Chief
Port Huron Brewing Company
805 Business Park Rd.
Wisconsin Dells, WI
53965
porthuronbeer@gmail.com
phone/fax: 608-253-0340

PLEASE SEND ALL INVOICES TO PHBCInvoices@gmail.com*

Proposed fenced off area for PHBC Special Event





11291-1497.25

RECEIVING
DEPARTMENT

11291-1497.3

815

11291-1497.24

11291-1497.4

805

11291-1497.10

1897

Business Park Rd

808

112

11291-1497.23

11291-1497.11

11291-1497.19

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their September 9, 2019 meeting;

IT APPROVES a Conditional Use Permit to Logging Camp Inc. in order to allow a Garage, Non-Residential at 912 Fitzgerald Road, Sauk Co. Parcel 291-0119-00000, with the condition that the property owner maintain the vegetation around the building and that there not be a collection of "stuff" around the building.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: September 16, 2019
Date Passed:
Date Published:

CONDITIONAL USE APPLICATION
Wisconsin Dells, Wisconsin
 Version: May 21, 2007

General Instructions. Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this file from the zoning administrator.

- Office Use Only -

Initial application fee	\$525.00
Receipt number	69904
Application number	

1. Applicant information

Applicant name Logging Camp Inc
 Street address 411 Hwy 13
 City Wisconsin Dells
 State and zip code WI 53965
 Daytime telephone number 608 254 8717
 Fax number, if any 608 253 9775
 E-mail, if any dells@dellspaulbunyan.com

2. Subject property information

Street address	<u>912 Fitzgerald Rd</u>	
Parcel number	<u>291 0119-00000</u>	<small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	<u>commercial</u>	<small>Note: the Zoning map can be found on the "Planning & Zoning" Department page of the City web-site: www.citywd.org</small>
Describe the current use	<u>house</u>	

3. Proposed use. Describe the proposed use.

Storage building

4. Operating conditions. For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

used during work day.

CONDITIONAL USE APPLICATION
Wisconsin Dells, Wisconsin

Version: May 21, 2007

5. **Off-site effects.** Describe any potential nuisances and mitigating circumstances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

N/A

6. **Review criteria.** The plan commission in making its recommendation and the common council in making its decision must consider the factors listed below. Provide a response to each. (See Section 19.373 of the Municipal Code.)

- a. Consistency of the proposed use with the city's comprehensive plan and neighborhood plan or other subarea plan, if any

N/A

- b. Effects of the proposed use on traffic safety and efficiency and pedestrian circulation, both on-site and off-site

N/A

- c. The suitability of the subject property for the proposed use

good

- d. Effects of the proposed use on the natural environment

N/A

- e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

N/A

- f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district

N/A

- g. Effects of the proposed use on the city's financial ability to provide public services

N/A

912 Fitzgerald Rd
Conditional Use & Site Plan Permit – Garage non-residential
Staff Report for Plan Commission, 09/09/2019

The City of Wis. Dells has received an application for a Conditional Use Permit and Site Plan approval from Logging Camp LLC for a Garage, non-residential.. The plan is to add a 40ft x 60ft pole building on Sauk County on Parcel 291-0119-00000. This building would be used be used for general storage by Logging Camp in association with their businesses, the Paul Bunyan restaurant and Lumberjack show. This property is located in the C-4 Commercial, large scale zoning district which requires a CUP for a Garage, non-residential.

The garage will have a 12 ft x 10 ft overhead door and a standard pedestrian door. The garage is planned to have 13 ft walls with the peak at approximately 20 ft. The applicant will position the garage approximately 20 ft from the the north lot line and 100 ft from the east lot line. The garage would be approximately 450 ft from Fitzgerald Rd which is to the west. The property to the south is the Paul Bunyan restaurant.

This are is somewhat unique, in that Logging Camp LLC owns approximately 8.5 acres on which they operate multiple commercial businesses. There is also a home on this site that Logging Camp utilizes. This proposed garage would be an accessory use for the entire Logging Camp property.

The City's comprehensive plan calls for this property to be commercial. This project does not appear to represent an increase in traffic to this area. The effects of this project on surrounding properties would not seem significant due to the large areas surrounding the proposed site. This project should not affect the City's financial ability to provide public services.

Any approval of this use should come with the following contingency:

The property owner maintains the area around the garage. The vegetation in this area shall be properly maintained and there shall not be a collection of "stuff" around the building.

Chris Tollaksen
City of Wis. Dells Public Works

**CITY OF WISCONSIN DELLS
RESOLUTION NO. _____**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their September 9, 2019 meeting;

IT APPROVES the Site Plan Application submitted by Logging Camp Inc. for the construction of a Garage, Non-Residential at 912 Fitzgerald Road, Sauk Co. Parcel 291-0119-00000, with the condition that the property owner maintain the vegetation around the building and that there not be a collection of "stuff" around the building.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ ayes, _____ nays _____ abs.
Date Introduced: September 16, 2019
Date Passed:
Date Published:

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
 Version: February 27, 2008

General instructions. Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this form from the zoning administrator.

- Office Use Only -

Initial application fee	_____
Receipt number	_____
Application number	_____

1. Applicant information

Applicant name Logging Camp Inc
 Street address 411 Hwy 13
 City Wisconsin Dells
 State and zip code WI 53965
 Daytime telephone number 608 254 8717
 Fax number, if any 608 253 9975
 E-mail, if any dells@dells.paul.buryans.com

2. Subject property information

Street address	<u>910 Fitzgerald Rd</u>	
Parcel number	<u>291 0119-00000</u>	<small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	<u>Commercial</u>	
Describe the current use	<u>house</u>	

3. Proposed use. Describe the proposed use.

Storage building

4. Operating conditions. For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

used during work day

5. Potential nuisances. Describe any potential nuisances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

N/A

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
Version: February 27, 2008

6. **Review criteria.** In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

a. Consistency of the project with the city's comprehensive plan and neighborhood plan or other subarea plan, if any

N/A

b. Effects of the project on traffic safety and efficiency and pedestrian circulation, both on-site and off-site

N/A

c. Effects of the project on the natural environment

N/A

d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

N/A

e. The overall appearance of the project

good

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:

N/A

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.



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State Hx 13
misc Dells WI 53965

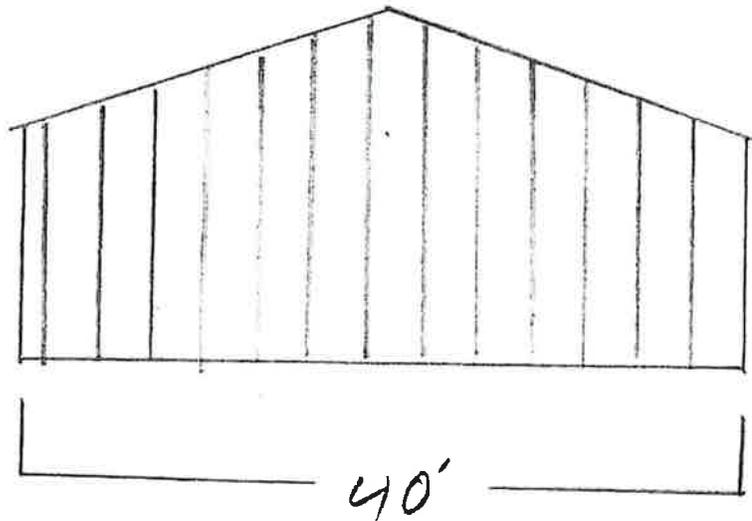
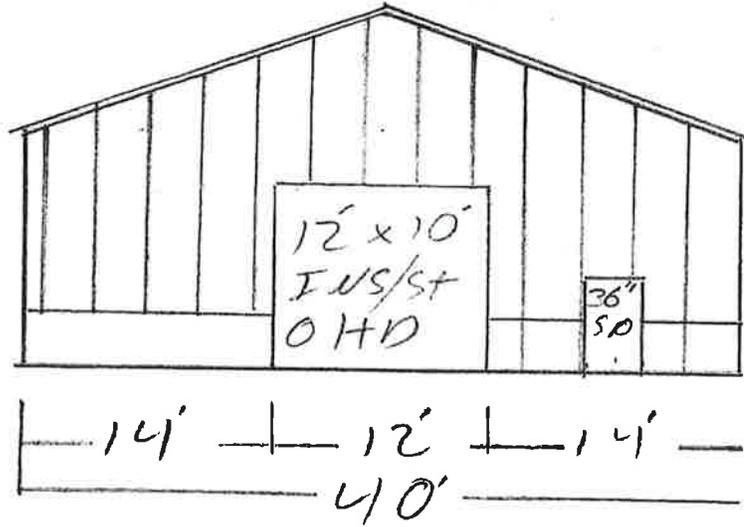
Wright Construction LLC

For all your post frame needs.

Not just a carpenter, post frame is what we do.
Consulting • Stump & Tree Removal • Site Prep • Gravel • Concrete
From the ground up, building year around.

Ask about all your other carpentry needs!

520-A Gillette Ave. Wis. Dells, WI 53965
Phil Wright - Owner
Phone: 608-253-2304
Email: philwrightco@yahoo.com
Better Call Phil!



For all your post frame needs.

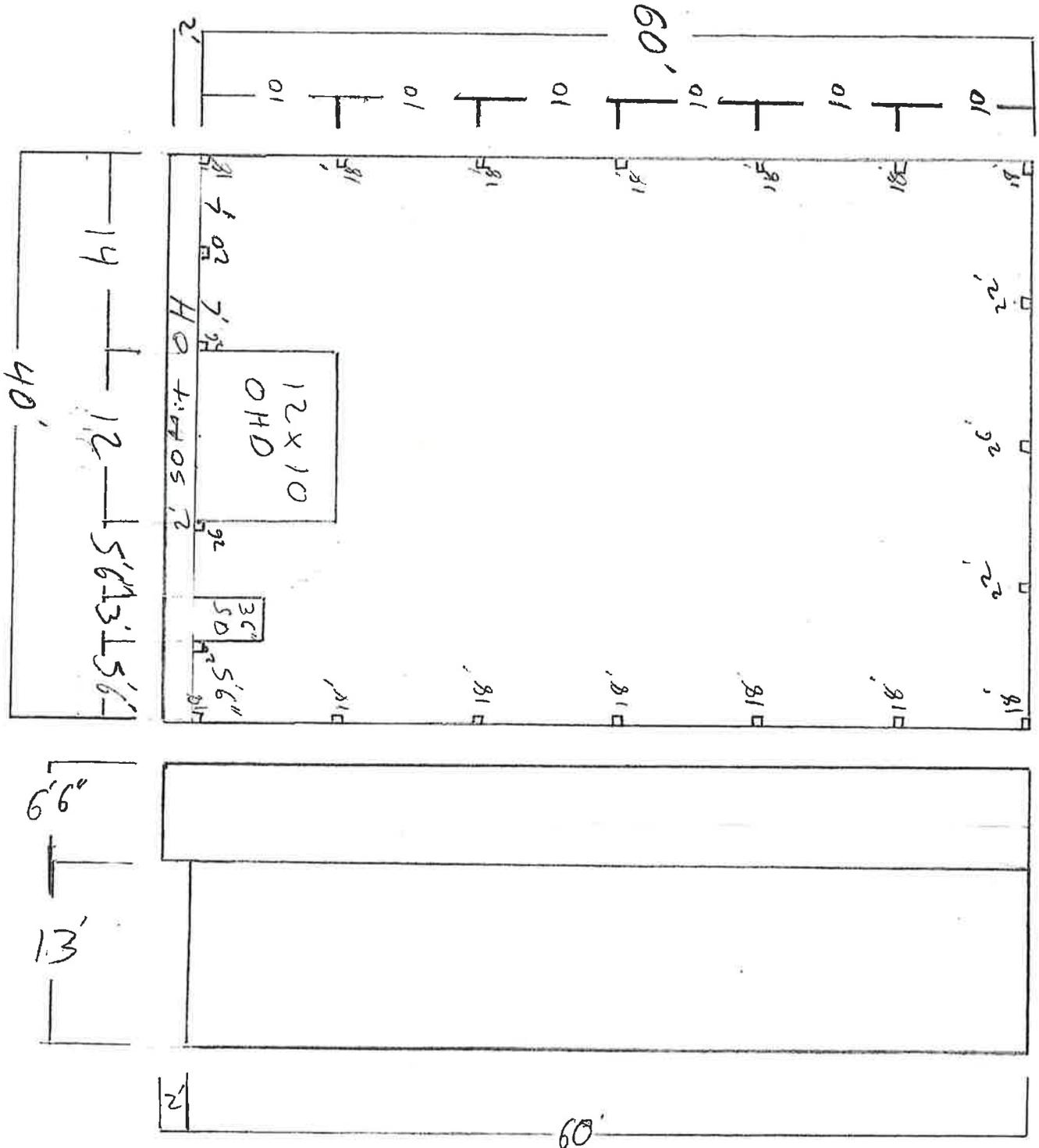
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 Email: philwrightco@yahoo.com
 Better Call Phil!



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 Wisc Dells WI 53965



**CITY OF WISCONSIN DELLS
RESOLUTION NO. _____**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their September 9, 2019 meeting;

It APPROVES the Site Plan Applications submitted by Chris Alexander for the expansion of the mini-storage unit facility at 919 County H, Sauk County Parcel No. 291-0049-00000, with the following contingencies:

1. If paving plan does not work out, applicant is required to fix the paving.
2. Final Site Plan allows for a minimum of 24 ft wide, 2-way drive isles.
3. An adequate buffer is maintained between any new building and neighboring residential properties.
4. Applicant is responsible to address any storm water issues that this new construction may create.
5. Final Site Plan is approved by city staff, and city staff reserves the right to require full committee and council approval of the final plan if deemed necessary.
6. Building site and property lines are staked out if final construction is to be within 10 feet of the setback limits.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes, ___ nays ___ abs.
Date Introduced: September 16, 2019
Date Passed:
Date Published:

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

General instructions. Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this form from the zoning administrator.

- Office Use Only -

Initial application fee	
Receipt number	
Application number	

1. Applicant information

Applicant name	<u>Chris Alexander</u>
Street address	<u>436 Wisconsin Dells Pkwy</u>
City	<u>Lake Delton</u>
State and zip code	<u>WI, 53940</u>
Daytime telephone number	<u>608-381-4799</u>
Fax number, if any	
E-mail, if any	<u>chris@soldinwi.com</u>

2. Subject property information

Street address	<u>919 County Hwy H</u>	Fela Sign N Store LLC
Parcel number	<u>00249</u> 0049-00000	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)	<u>commercial</u>	
Describe the current use	<u>Mini storage warehouses</u>	

3. Proposed use. Describe the proposed use.

Mini Storage warehouses

4. Operating conditions. For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

No general operating hours or additional nuisance conditions

5. Potential nuisances. Describe any potential nuisances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

None as building will be placed in rear of property.

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

~~Version: February 27, 2008~~

6. Review criteria. In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

a. Consistency of the project with the city's comprehensive plan and neighborhood plan or other subarea plan, if any

IN accordance

b. Effects of the project on traffic safety and efficiency and pedestrian circulation, both on-site and off-site

None that can be observed additionally to current use/safety/efficiency

c. Effects of the project on the natural environment

Minimal as the land/lot is level currently. Some minimal grading and addition of base material will be needed in the dimensions of 100x100

d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

None known/current

e. The overall appearance of the project

Will be in accordance with scope, colors, and features of current building already in place

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

NA

2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

NA

3. Common open space areas are designed and located within the project to afford use by all residents of the

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.

NA

4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not be located within fifteen (15) feet of any door or window of a dwelling unit.

NA

5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.

NA

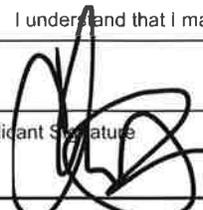
6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

NA, No trash collection on site

7. **Project map.** Attach a scaled map showing the information as listed at the end of this application. Use one of the following page sizes as appropriate: 8½" x 11", 11" x 17", or 24" x 36".

8. Applicant certification

- ◆ I certify that the application is true as of the date it was submitted to the City for review.
- ◆ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the agreement below.

	<u>07/01/19</u>
---	-----------------

Applicant Signature

Date

Governing Regulations

The procedures and standards governing this application process are found in Chapter 19, Article 4, Division 6, of the City's Municipal Code.

919 County Hwy H (Parcel 291-0049-00000)
Site Plan Application – Mini Storage Facility (Tabled at August meeting)
Staff report for Plan Commission 09/09/2019

During the platting of this site it discovered that there are private utility easements over this property for the Cell tower located on the west side of the property. It also appears that some of the utilities installed to serve the tower were not installed within the easement. These utilities have been moved into the access easement.

The applicant has modified their Site Plan, and now propose a building that is 25ft x 100ft, which would accommodate a single row of storage units. The doors for these units would face west (towards the cell tower). This appears to provide adequate space for a 2-way drive aisle on one side of the building.

During the public hearing that was held in August, the primary concern seemed to be that this construction did not remove the buffer of trees that exists north of the cell tower. There was also discussion about ensuring any new building meet the required set-backs. The new plan appears to comply with both of these items. Although the new proposed building plan places the building as close to the building set-back line as possible. If the building is to be placed within 10 ft of the building set-back line, the property and building locations should be staked out on the site to ensure compliance with the setback.

The applicant had intended to pave the drive and access aisles around both the existing and new buildings. The applicant now has concerns paving the access easement to the tower and over the utilities feeding the tower. The applicant is also asking to only pave 16 ft wide drive aisles in some places. The Zoning code calls for 24 ft wide 2-way drive aisles and specifically states Mini-Storage facilities require all drive aisles be paved.

19.721 Mini-storage facility

- (1) **Minimum lot size.** The lot on which a mini-storage facility is located shall be at least 2 acres in size.
- (2) **Access.** The access to a cubicle shall not open directly onto a public street or alley.
- (3) **Paving required.** All driveways, interior aisles, and walkways shall be concrete or asphaltic concrete.
- (4) **Storage of prohibited substances.** No cubicle shall be used to store explosives, toxic substances, hazardous materials, or radioactive materials.
- (5) **Uses.** Only uses that are accessory to storage shall occur. No portion of the site may be used for fabrication or any similar use.

It is noted that this is an existing site that is completely unpaved, and the applicant intends to make some investment in paving around the existing building. It seems reasonable for the City to make a judgement call on how much paving is required.

The City will have to make a specific determination if it is acceptable for some of the drive and access aisles to remain unpaved.

It is also noted that there have historically been flooding issues in this area. The majority of those issues appear to occur on the other side of the street and should not be affected by this project. However, if it is determined that this development has created new storm water issues, the applicant will be responsible for addressing them.

Approval of the Site Plan at this time should carry the following contingencies:

1. Clarification of paving requirements.
2. The final Site Plan allows for a minimum of 24 ft wide, 2-way drive aisles.
3. An adequate buffer is maintain between any new building and neighboring residential properties.
4. The applicant is responsible to address any storm water issues that this new construction may create.
5. The final Site Plan is approved by City Staff. City staff reserve the right to require full Committee and Council approval of the Final plan if they deem necessary.
6. Building site and property lines are staked out if final construction is to be within 10 ft of the setback limits.

Chris Tollaksen
City of Wisconsin Dells
09/09/2019

BELOW ARE STAFF COMMENTS ON THE CONDITIONAL USE PERMIT THAT WAS APPROVED IN AUGUST 2019.

The City of Wisconsin Dells has received a Conditional Use Permit application from Chris Alexander to allow the construction of an additional Mini Storage Facility building at 919 County Hwy H (Sauk Co, City of Wisconsin Dells Tax Parcel 291-0049-00000). This property is in the C-3 Commercial-highway Zoning District, which requires a Conditional Use Permit per the City of Wisconsin Dells zoning code.

This Site already houses a 50ft x 150 ft foot mini-storage facility building. This application is to install an additional 40ft x 100 ft building. After having the property surveyed, the applicant has reduced the building size to 40ft x 70 ft to fit in the available space.

Mini-storage facilities are a Conditionally Permit Use in this Zoning District, thus a CUP is required to expand the use on this property. The standards for a Mini-Storage facility require a minimum lot size of 2 acres. This lot is approximately 1.84 acre. As this use is already established on this facility, it seems reasonable to allow an expansion of the use, as long as all the other set-back requirements can be met.

These requirements include a building setback of 20 ft from the road Right of Way, and ten feet from the neighboring properties; a 5 ft set-back for any motor vehicle use from any lot line, and minimum drive aisle widths of 12 ft for one way traffic and 24 feet for 2-way traffic. The current standards require that all drive aisles are paved. The applicant has stated that they will pave the drive aisles around both the new and the old building.

The main concern with this proposal is fitting the proposed building on the site. The proposed building appears to be too large to comply with full set-back requirements. In fact, in order to meet the set-backs, the new building will only be able to accommodate a single drive aisle around the side of the

building adjacent to the roadway. It seems likely that some people accessing their units near the entrance/exit to the public road, would like to drive from their unit back to the exit without having to go all the way around the building. It may be prudent to reduce the size of the building to allow 2-way drive aisles all the way around the building. Obviously, for business reasons the applicant would like to maintain the maximum building size possible. At the very least the applicant shall clearly indicate the location and direction of 1-way traffic.

It is also noted that the road Right of Way for this property has not been formally dedicated. Any approval of this project should be contingent on the applicant formally dedicating the Right of Way to the public.

As an existing use at this Site, this use should not have any significant effect on the natural environment, future development of the area, or off-site traffic. It is noted that this general area has been prone to flooding, particularly the property to the east of this property. Generally full storm water plans are not required for projects that do not disturb less than 1 acre of property, as is expected with this project. However, due to the history of flooding in this area, the final site plan for this project should make some effort to evaluate and address the storm water on this site.

As such, approval of this **CUP** should carry the following contingencies:

1. The applicant bring the existing facility into compliance with the paving requirements.
2. The applicant formally dedicated the existing road Right of Way to the public.
3. Any nuisances are addresses to the satisfaction of the City, including but not limited to maintenance, traffic, parking, and storm water.

THE FOLLOWING ARE STAFF COMMENT FOR THE PREVIOUS SITE PLAN REVIEW AT THE AUGUST MEETING. THIS REQUEST WAS TABLED.

During the platting of this site it discovered that there are private utility easements over this property for the Cell tower located on the west side of the property. It also appears that some of the utilities installed to serve the tower were not installed within the easement. As the applicant is a new owner of the property, they have just recently made contacted with the Cell Tower owners to work out the Site issues. As such, the owners are looking for Use approval at this time, and may have to come back with an updated Site plan.

An initial review of the Site seems to indicate that many of the issues could be resolved if the building size is reduced to 30 ft x 70 ft. If no other issues arise during the administrative review of this project, the Committee could approve the preliminary Site plan for a smaller building as contingent on City Staff approval of the final Site Plan.

If a smaller building is required, the applicant would like to explore added a second building north of the Cell Tower site. It appears this may be possible, but this new building and drive aisle, which would have to include a turn-around, could be rather close to adjoining residence. It seems reasonable to ensure a buffer remains between the proposed building and the adjacent residence. The Zoning code set-back for this area is 20ft from a residentially zoned parcel. It seems reasonable to require a minimum 20 ft set-back and the maintenance of a visual screen, such as trees and/or a fence.

Approval of the Site Plan at this time should carry the following contingencies:

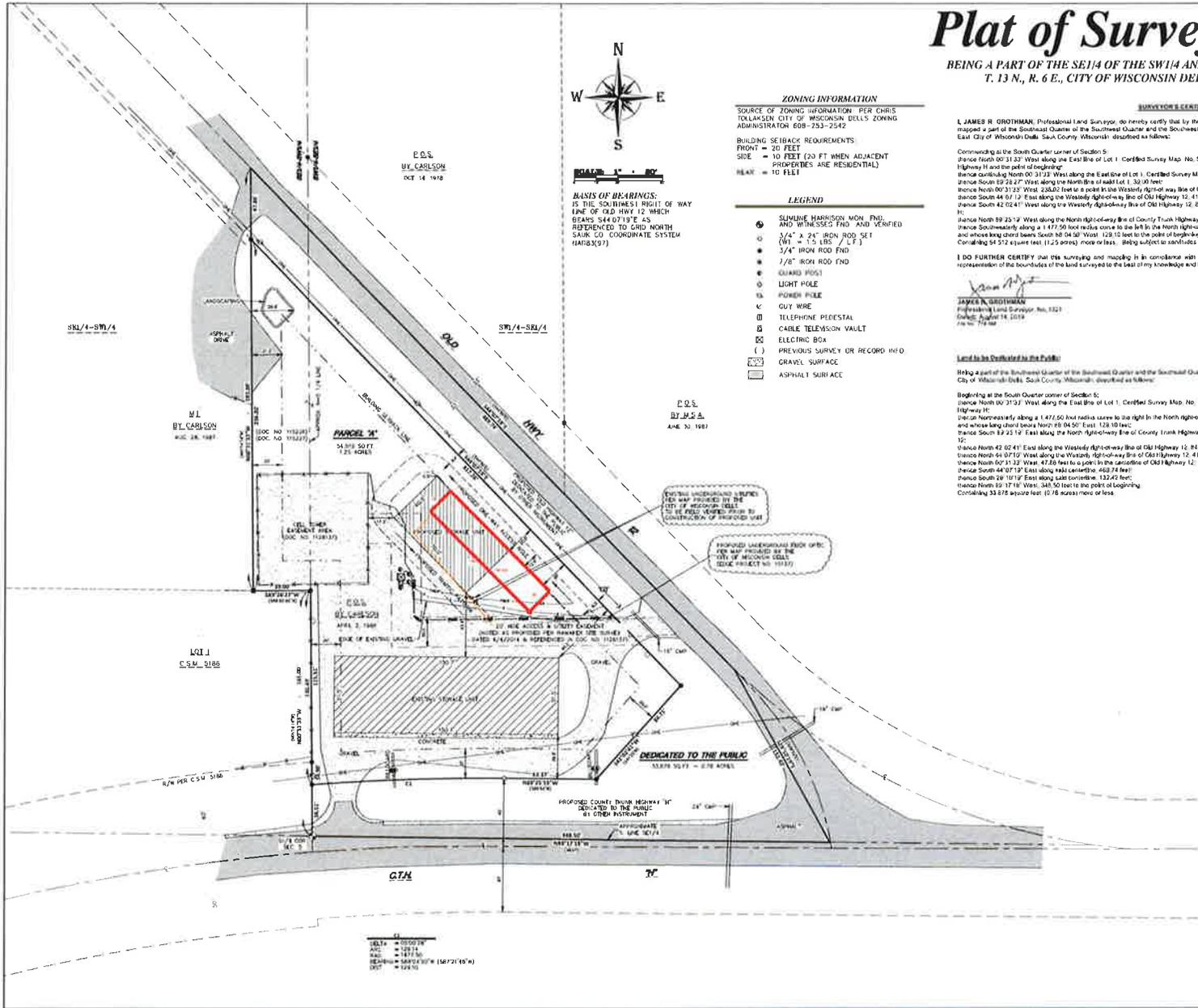
7. The final Site Plan allows for a minimum of 24 ft wide, 2-way drive aisles.

8. And adequate buffer is maintain between any new building and neighboring residential properties.
9. The final Site Plan is approved by the Easement holder.
10. The final Site Plan is approved by City Staff. City staff reserve the right to require full Committee and Council approval of the Final plan if they deem necessary.

Chris Tollaksen
City of Wisconsin Dells
08/12/2019

Plat of Survey/Site Plan

BEING A PART OF THE SE1/4 OF THE SW1/4 AND THE SW1/4 OF THE SE1/4, SECTION 5, T. 13 N., R. 6 E., CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN.



ZONING INFORMATION
 SOURCE OF ZONING INFORMATION PER CHRIS TOKLAKSEN CITY OF WISCONSIN DELLS ZONING ADMINISTRATION 608-753-2542
BUILDING SETBACK REQUIREMENTS:
 FRONT = 20 FEET
 SIDE = 10 FEET (20 FT WHEN ADJACENT PROPERTIES ARE RESIDENTIAL)
 REAR = 10 FEET

- LEGEND**
- SULLIVAN HARRISON MON. FND. AND WITNESSED FND. AND VERIFIED
 - 3/4" x 2 1/4" IRON ROD SET (W) = 1.5 LBS. / L.F.T.
 - 3/4" IRON ROD FND.
 - 7/8" IRON ROD FND.
 - GUARD POST
 - LIGHT POLE
 - POWER POLE
 - GUY WIRE
 - TELEPHONE PEDESTAL
 - CABLE TELEVISION VAULT
 - ELECTRIC BOX
 - () PREVIOUS SURVEY OR RECORD INFO
 - ▨ GRAVEL SURFACE
 - ▩ ASPHALT SURFACE

BASIS OF BEARINGS:
 IS THE SOUTHWEST RIGHT OF WAY LINE OF OLD HWY 12 WHICH BEARS S44°07'15"E AS REFERENCED TO GRID NORTH SAUK CO COORDINATE SYSTEM (HARRIS07)

SURVEYOR'S CERTIFICATE

I, JAMES R. GROTHMAN, Professional Land Surveyor, do hereby certify that by the order of Fela Sign N Store, LLC, I have surveyed, monumented and mapped a part of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 5, Town 13 North, Range 6 East City of Wisconsin Dells, Sauk County, Wisconsin, described as follows:

Commencing at the South Quarter corner of Section 5; thence North 00° 31' 37" West along the East line of Lot 1, Certified Survey Map No. 5186, 34.51 feet to a point in the North right-of-way line of County Trunk Highway H and the point of beginning; thence southeasterly North 00° 31' 37" West along the East line of Lot 1, Certified Survey Map No. 5186, 130.42 feet; thence South 69° 28' 27" West along the North line of said Lot 1, 30.76 feet; thence North 00° 31' 37" West, 288.02 feet to a point in the Westerly right-of-way line of Old Highway 12; thence South 44° 07' 15" East along the Westerly right-of-way line of Old Highway 12, 417.26 feet; thence South 42° 02' 41" West along the Westerly right-of-way line of Old Highway 12, 84.71 feet to a point in the North right-of-way line of County Trunk Highway H; thence North 89° 25' 12" West along the North right-of-way line of County Trunk Highway H, 62.37 feet; thence Southwesterly along a 1.47750 foot radius curve to the left in the North right-of-way line of County Trunk Highway H having a central angle of 05° 00' 28" and whose long chord bears South 58° 04' 30" West, 123.10 feet to the point of beginning; Containing 89,572 square feet, 11.23 acres, more or less. Being subject to all valid and unexpired easements of use or record if any.

I DO FURTHER CERTIFY that this surveying and mapping is in accordance with Wisconsin Administrative Code AT 7 and that it is a true and correct representation of the boundaries of the land surveyed to the best of my knowledge and belief.

James R. Grothman
 JAMES R. GROTHMAN
 Professional Land Surveyor, No. 5221
 DATE: August 18, 2018
 City: Wausau, WI



Land to be Dedicated to the Public:
 Being a part of the Southwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 5, Town 13 North, Range 6 East, City of Wisconsin Dells, Sauk County, Wisconsin, described as follows:

Beginning at the South Quarter corner of Section 5; thence North 00° 31' 37" West along the East line of Lot 1, Certified Survey Map No. 5186, 34.51 feet to a point in the North right-of-way line of County Trunk Highway H;

thence southeasterly along a 1.47750 foot radius curve to the right in the North right-of-way line of County Trunk Highway H having a central angle of 05° 00' 28" and whose long chord bears North 58° 04' 30" East, 123.10 feet;

thence South 42° 02' 41" East along the North right-of-way line of County Trunk Highway H, 62.37 feet to a point in the Westerly right-of-way line of Old Highway 12;

thence North 42° 02' 41" East along the Westerly right-of-way line of Old Highway 12, 84.71 feet;

thence North 00° 31' 37" West, 47.88 feet to a point in the easement of Old Highway 12;

thence South 44° 07' 15" East along said centerline, 462.74 feet;

thence South 28° 10' 15" East along said centerline, 132.42 feet;

thence North 89° 17' 15" West, 245.20 feet to the point of beginning; Containing 33,876 square feet (0.76 acres) more or less.

CLIENT/OWNER

FELA SIGN N STORE, LLC
 136 WISCONSIN DELLS PARKWAY
 WISCONSIN DELLS, WI 53965

SURVEYOR

JAMES R. GROTHMAN
 P.O. BOX 373
 625 E. SUPER STREET
 PORTAGE, WI 53001
 PHONE PORTAGE: (608) 742-7788
 PHONE SAUK PHRASE: (608) 644-8877
 FAX: (608) 742-0434
 e-mail: jargrothman@jrgrothman.com

GROTHMAN & ASSOCIATES S.C.
 LAND SURVEYORS

625 EAST SUPER STREET, P.O. BOX 373, PORTAGE, WI 53001
 PHONE: (608) 742-7788 FAX: (608) 644-8877
 E-MAIL: jargrothman@jrgrothman.com

THIS INSTRUMENT DRAFTED BY: J. LASSER

PLAT OF SURVEY/SITE PLAN FOR THE FELA SIGN N STORE, LLC. CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN

FILE NO. 718-388
 PROJECT NO. 718-388
 DRAWING NO. 718-388

SHEET 1 OF 1

SE1/4-SW1/4

SW1/4-SE1/4

ASPHALT DRIVE

M.J. BY CARLSON

J.C. NO. 115226
J.C. NO. 115227

PARCEL "A"
54,512 SQ.FT.
1.25 ACRES

25ft x 100 ft building

APPROX. N-S 1/4 LINE

BUILDING SETBACK LINE

OLD HWY

SAID 19TH 468.74'

CELL TOWER EASEMENT AREA (DOC. NO. 1128137)

PROPOSED STORAGE UNIT
PROPOSED TRAFFIC PATTERN
PROPOSED DRIVEWAY ACCESS AISLE
DEDICATED TO THE PUBLIC BY OTHER INSTRUMENT

LQI 1
C.S.M. 5186

P.O.S. BY CARLSON
APRIL 2, 1988
EDGE OF EXISTING GRAVEL
ACCESS EASEMENT SURVEY DATED 11/4/2014 IS REFERENCED IN DOC. NO. 1128137

EXISTING STORAGE UNIT
GRAVEL
CONCRETE

Private access easement

MACTECON (A, 7/14/2008)

DEDIC 33.8

COUNTY TRUNK HIGHWAY "H" DEDICATED TO THE PUBLIC BY OTHER INSTRUMENT

APPROXIMATE S. LINE SE1/4

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their September 9, 2019 meeting;

It APPROVES the Certified Survey Map requested by Uphoff Properties LLC with the condition that an access easement for Lot 1 is provided and the final Certified Survey Map is approved by city staff.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: September 16, 2019
Date Passed:
Date Published:



SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

LOCATED IN THE NE1/4 OF THE NW1/4, SECTION 9, T13N, R6E,
CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN.



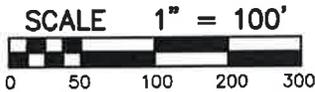
BEARINGS REFERENCED TO THE NORTH
LINE OF THE NW1/4, SECTION 9,
ASSUMED TO BEAR N89°55'00"E

DWNER:
UPHOFF PROPERTIES, LLC
4900 W. HUNDRED ROAD
CHESTER, VIRGINIA 22831

FIELD WORK
COMPLETED ON
08/30/19

NW CORNER
SECTION 9
FND. SLIM-LINE HARRISON
VERIFIED TIES

N 1/4 CORNER
SECTION 9
FND. ST. HARRISON
VERIFIED TIES



LEGEND

- ⊕ EXISTING PLSS CORNER AS NOTED
- FOUND 3/4" Ø IRON ROD
- FOUND EXISTING STONE MON.
- ⊙ FOUND 1/2" Ø IRON ROD IN ASPHALT
- ⊙ SET 3/4" DIA. X 24" IRON RE-BAR, 1.50 LBS./LIN.FT.

PRELIMINARY



CURVE DATA

CURVE	RADIUS	DELTA	ARC L.	CHORD BRG.	CHORD L.	TAN. IN	TAN. OUT
A	3919.83	05°43'51"	392.08	N71°00'31"E	391.91	N73°52'26"E	N68°08'35"E
LOT 1	3919.83	05°08'33"	351.82	N70°42'51"E	351.70		
LOT 2	3919.83	00°35'18"	40.26	N73°34'47"E	40.26		

420 STH 13 (Parcel 291-0177-00000)
Certified Survey Map
Staff report for Plan Commission 09/09/2019

The City has received a Preliminary Certified Survey map from Uphoff Properties, LLC to subdivide property they own at 420 STH 13. This property is in the C-4 Commercial-large scale Zoning District.

It is understood that the applicant intends to sell Lot 1 along STH 13 and retain Lot 2 behind it. The Zoning Code requires that all properties in the C-4 Zoning District maintain a minimum street frontage of 40 ft. To accomplish this, the CSM includes with lot 2 a 40 ft strip of land that runs from the STH 13 access back approximately 275 ft to the bulk of Lot 2. This preliminary survey does not provide an access easement from Lot 1 to the existing drive access to STH 13. A new access to STH 13 does not seem wise, and likely would not be allowed by WisDOT. As such, the CSM should be updated to include an easement within the 40 ft strip of Lot 2 for Lot 1 access to the existing drive aisle.

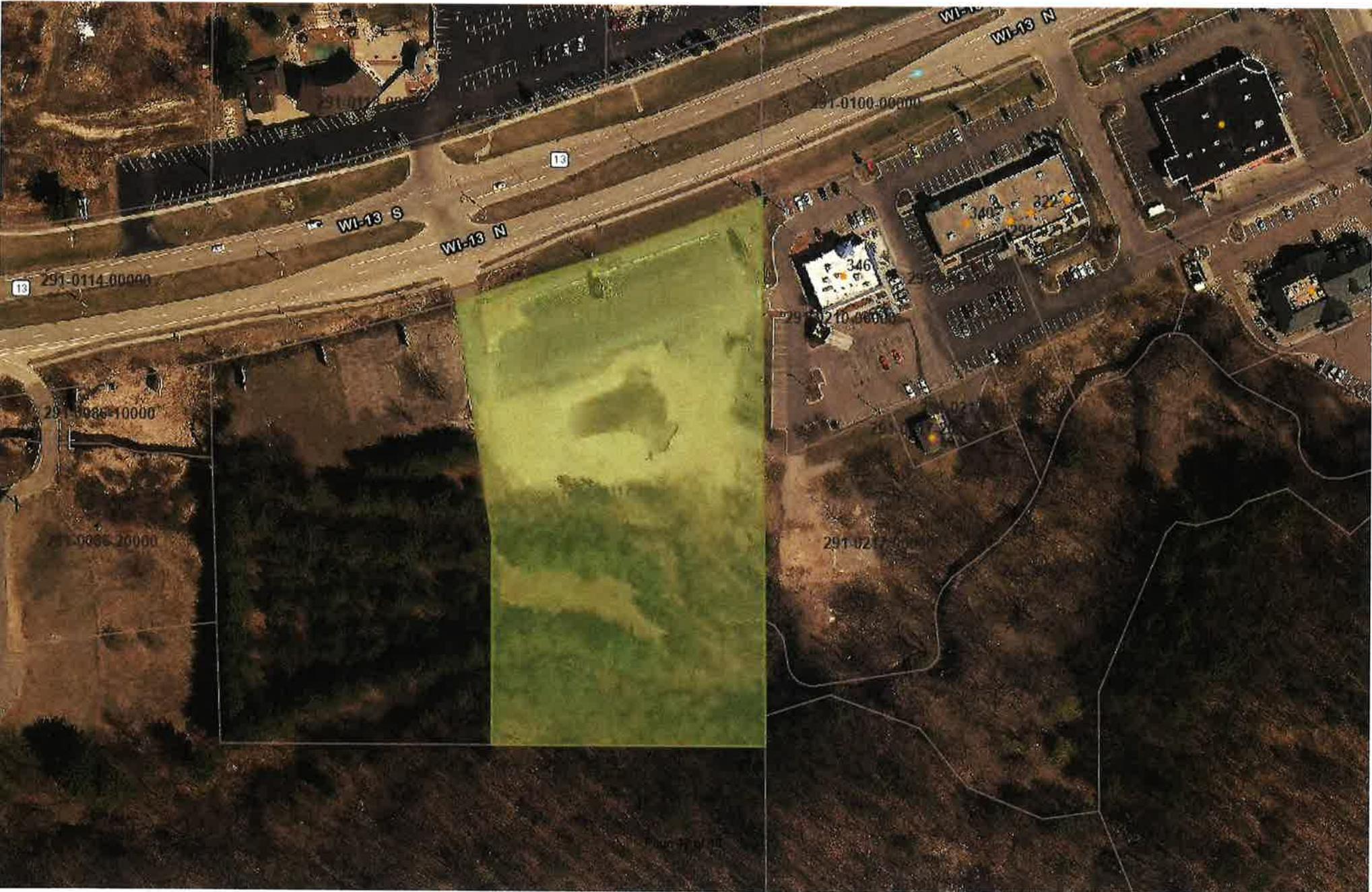
It was discovered that there is sewer line runs into this property with a couple of manholes. These items should be identified on the survey. The initial thought is that this line was utilized to serve the previous structures that were on this property and is privately owned.

It appears additional review of some of the details of this CSM is necessary. Formal committee approval of the CSM may carry the condition that City staff approve the final CSM prior to it being recorded.

Approval of the Site Plan at this time should carry the following conditions:

1. The final CSM is approved by City Staff.

Chris Tollaksen
City of Wisconsin Dells
09/09/2019



CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Parking Board from their September 9, 2019 meeting;

It APPROVES creating a Local Parking Sticker and adopts the attached Rules & Restrictions.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.

Date Introduced: September 16, 2019

Date Passed:

Date Published:

Wisconsin Dells Seasonal Summer Parking Sticker Rules and Restrictions

Wisconsin Dells Parking Committee understands the importance of allowing local business employees and local citizens to park in the downtown area for a reduced fee. The Summer Parking Sticker allows for parking in geo restricted areas for a nominal fee.

- Annual Summer Parking Sticker is \$10.
- Criteria for obtaining a sticker:
 - Proof of having a WI Dells School District address (DL, Utility Bill, Check Stub)
 - Proof of working in the downtown area, check-stub or letter from employer
 - Must not have any outstanding debt with the city or municipal court
- Sticker is non-transferable and must be adhered to the interior driver's side of the windshield. Improper installation may result in parking fines.
- Good for parking in City Lot #3 and City Lot #7 only.
- The City has the right to close lots without notice.

