

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, SEPTEMBER 18, 2017 Time: 7:00PM Location: MUNICIPAL BUILDING
300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR		COUNCIL MEMBERS		
BRIAN L. LANDERS		FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
		Jesse DeFosse	Mike Freel	Ben Anderson
		Brian Holzem	Dar Mor	Ed Wojnicz
OPENING				
1	CALL TO ORDER & ROLL CALL			
2	PLEDGE OF ALLEGIANCE			
3	APPROVAL OF CONSENT AGENDA ITEMS: a. Approval of the August 21, 2017 Common Council Meeting Minutes b. Schedule of Bills Payable dated September 18, 2017 c. Applications for Bartender Licenses			
4	COMMITTEE UPDATES BY CHAIRPERSONS: (PARKS & REC, LIBRARY, LEGISLATIVE, RIVER ARTS, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS, DESIGN REVIEW COMMITTEE, PUBLIC SAFETY & BID)			
AGENDA ITEMS				
5	PUBLIC COMMENT/CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM			
6	MAYOR'S RECOMMENDED APPOINTMENT TO VACANT POSITION ON RIVER ARTS DISTRICT COMMITTEE			
7	PROCLAMATION DECLARING OCTOBER AS FIRE PREVENTION MONTH AND OCTOBER 8-14, 2017 AS FIRE PREVENTION WEEK			
8	PROCLAMATION RECOGNIZING OCTOBER AS BREAST CANCER AWARENESS MONTH			
9	PROCLAMATION RECOGNIZING CONSTITUTION WEEK SEPTEMBER 17-23, 2017			
RESOLUTIONS				
10	RESOLUTION SUPPORTING THE J1 STUDENT VISA PROGRAM			
11	RESOLUTION TO APPROVE THE 2017 AUDIT ENGAGEMENT LETTER WITH JOHNSON BLOCK & CO.			
12	RESOLUTION TO APPROVE THE DOCK USE AGREEMENT WITH DELLS BOAT TOURS, LLC AND DELLS DUCK TOURS, INC			
13	RESOLUTION TO APPROVE THE AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS & DEVELOPMENT MATTERS WITH CHULA VISTA FOR A SANITARY LIFT STATION & FORCE MAIN			
14	RESOLUTION TO ALLOW A RESIDENTIAL WELL FOR A NEW HOME BEING BUILT AT TRAPPERS TURN			
15	RESOLUTION TO APPROVE THE CERTIFIED SURVEY MAP FOR SAUK COUNTY PARCEL 291-0145-00000, AS REQUESTED BY DELLS BOAT COMPANY			
16	RESOLUTION TO APPROVE THE CERTIFIED SURVEY MAP FOR COLUMBIA COUNTY PARCEL 11291-1243, AS REQUESTED BY NEWPORT RUN, LLC			
17	RESOLUTION TO APPROVE THE REVISED DOWNTOWN DESIGN STANDARDS			
CLOSING				
18	ITEMS FOR REFERRAL (SET DATE, TIME AND LOCATION FOR COUNCIL PICTURE)			
19	ADJOURNMENT			

	NANCY R. HOLZEM
	CITY CLERK/COORDINATOR
	POSTED: 09/15/2017

PLEASE BE ADVISED: UPON REASONABLE NOTICE THE CITY OF WISCONSIN DELLS WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETING ACTIVITIES.

ITEM 3c

CITY OF WISCONSIN DELLS
OPERATOR'S (BARTENDER) LICENSE APPLICATION

FOR OFFICE USE ONLY

Receipt# 61476
Amount Paid: \$ 100.00
License Exp. Date Provisional: _____ (not more than 60 days)
Operators- June 30, 2018 (even year)
Temporary Period _____ (not more than 14 days)
Council Date Granted: _____
License #: _____ Date Issued: _____

Police Dept Verification: -CH 9/14/17 JB
Police Chief: _____ Approved: [Signature]
Denied: _____

Please Note:

- You must be 18 years of age or older to apply.
- Answer all questions truthfully and completely. A background record check will be conducted by the Police Dept.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany all New License Applications.

Application Date 9-8-17

License Applying For:

- New \$60
 Renewal \$60
 Provisional \$10
 Temporary \$10 (Bona Fide Clubs Only)
Date(s) Needed (14 day max.): _____
Limited to one per year. No training course required.

Check the appropriate box that applies to you:

- I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)
 I have held an Operator's License within past 2 years (Attach proof)
 I have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)
 I am enrolled in the Beverage Server Training Course
Class Date and Location: _____
(After completing the course, bring in your certificate to receive license)
 I am applying for a Temporary Operator's License

To the Common Council of the City of Wisconsin Dells, Wisconsin:

I hereby apply for a license to serve from the date hereof to June 30, 2018, inclusive, fermented malt beverages and intoxicating liquors, subject to limitations imposed by Secs. 125.04, 125.12, 125.32, 125.68 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, federal, state, or local, affecting the sale of such beverages and liquors if a license is granted to me.

PLEASE PRINT

Name DORNER Alyssa Kaye
Last First Middle
Home Address 1205 WARREN ST. BARABOO WI 53913
Street City State Zip

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

Previous Addresses within the past 10 years

Drivers License # _____ State Issued _____

Phone Number 608-393-9913 Date of Birth 03-23-87 Place of Birth BARABOO

Physical Description Sex F Race White Height 5'2 Eye Color: Hazel Hair Color: BROWN

License to be used at (Name of Business) DELLS Distillery

(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes ___ No X
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes ___ No X
- 3. Are there currently any charges, federal, state, or local pending against you? Yes ___ No X
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No X

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

STATE OF WISCONSIN
COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

The undersigned, being first duly sworn on oath, deposes and says 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 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.

Signature of Applicant: Alyssa Dorner Date: 9-8-17

Subscribed and sworn to before me this 8th day
of September, 2017.
[Signature]
Notary Public

My Commission Expires: 10/25/2019



CITY OF WISCONSIN DELLS
MAYORAL PROCLAMATION

ITEM 7

WHEREAS, the city of Wisconsin Dells is committed to ensuring the safety and security of all those living in and visiting the area; and

WHEREAS, U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority (78 percent) of all U.S. fire deaths; and

WHEREAS, newer homes are built with lightweight materials that burn faster than older home constructions; and

WHEREAS, many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and

WHEREAS, these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

WHEREAS, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and

WHEREAS, a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

WHEREAS, home fire escape plans should be developed by all members of the household; and

WHEREAS, practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation;

WHEREAS, the Kilbourn Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, area residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2017 Fire Prevention Week theme, "**Every Second Counts: Plan 2 Ways Out!**" effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year;

THEREFORE, I, Brian L. Landers, Mayor of Wisconsin Dells, do hereby proclaim **October 8-14, 2017, as Fire Prevention Week** throughout this community. I urge everyone to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts during Fire Prevention Week 2017.

Dated this 18th day of September, 2017.

In witness, thereof, I sign this proclamation.

Brian L. Landers, Mayor

CITY OF WISCONSIN DELLS MAYORAL PROCLAMATION

WHEREAS, breast cancer remains to be the most diagnosed form of cancer for women;

WHEREAS, one in eight women will be diagnosed with breast cancer in the United States this year;

WHEREAS, over 240,000 women have been diagnosed with breast cancer and over 40,000 will die from breast cancer this year;

WHEREAS, over 2.8 million women in the United States have survived breast cancer through early detection and treatment;

WHEREAS, today in the City of Wisconsin Dells and surrounding communities, families are facing the battle with breast cancer with courage and determination;

WHEREAS, early detection is key to the diagnosis and treatment of breast cancer and is strongly encouraged;

I HEREBY PROCLAIM that the City of Wisconsin Dells will join communities across the nation to recognize October as *National Breast Cancer Awareness Month*. We ask all citizens to engage in activities to promote early detection, celebrate survivors, and honor those in our community that we have lost to breast cancer.

Dated this 18th day of September 2017.

In witness, thereof,
I sign this proclamation.

Brian L. Landers
Mayor

CITY OF WISCONSIN DELLS MAYORAL PROCLAMATION

WHEREAS, the Constitution of the United States of America is the guardian of our liberties;

WHEREAS, September 17, 2017, marks the 230th anniversary of the framing of the Constitution of the United States of America; and

WHEREAS, It is fitting and proper to officially give recognition to this magnificent document and its memorable anniversary; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

THEREFORE I, Brian L. Landers, by virtue of the authority vested in me as Mayor of the City of Wisconsin Dells do hereby proclaim the week of September 17 through 23, 2017 as **CONSTITUTION WEEK** and urge our citizens to reflect on the privileges of being an American with all the rights and responsibilities to which that privilege holds.

Dated this 18th day of September, 2017.

In witness, thereof,
I sign this proclamation.

Brian L. Landers
Mayor

CITY OF WISCONSIN DELLS
CITY RESOLUTION No. _____

WHEREAS, the J1 summer work program was initially founded under the Fulbright Hayes Act/ Mutual Cultural Education Act of 1961;

WHEREAS, over 4,500 J1 students are annually employed in the Wisconsin Dells area, and have been a key asset in the success of our year-round tourism;

WHEREAS, the J-1 students not only provide a valuable workforce for our community, but also create life-long friendships with fellow employees and employers and help to promote the ideals and liberties of the United States to their friends and families back home;

WHEREAS, the participation in J1 program by the Wisconsin Dells community and the students from Jamaica, Peru, Ukraine, Turkey, Philippines, Romania, Bulgaria, China, Thailand., Taiwan, Moldova and Ecuador have provided a rich exchange of hospitality, cultural appreciation, diversity, and education for our workforce, residence, and visitors alike;

WHEREAS, a growing threat to the continuance of the J1 program has been looming at the federal government level and threatens to have a negative effect not only on the people involved in the successful example of the J1 program in our community, but also on the \$1.3 billion economic impact to the Wisconsin Dells area and State of Wisconsin;

BE IT HEREBY RESOLVED, that the City of Wisconsin Dells strongly supports the continuance of the J1 program as founded under the Fulbright Hayes Act of 1961 and seeks the same level of support of our State and Federal representatives to keep the program thriving for years to come.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

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

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

ITEM 11

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 18, 2017 meeting,

IT APPROVES the 2017 audit engagement letter with Johnson Block & Company.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays
Date Introduced: September 18, 2017
Date Passed:
Date Published:



Certified Public Accountants

406 Science Drive, Suite 100 • Madison, Wisconsin 53711-1097 • TEL 608-274-2002 • FAX 608-274-4320

September 11, 2017

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, 2017.

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, 2017. 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

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. Schedule of assigned general fund balances
2. 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. 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, 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 February, 2018 and to prepare our draft audit reports by June 15, 2018. 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 \$30,400. Fees related to individual parts are estimated as follows:

General City	\$ 8,775
Electric Utility	6,050
Water Utility	4,675
Sewer Utility	4,310
TIDs and CDA	5,260
BID	<u>1,330</u>
	<u>\$30,400</u>

Services related to GASB 68 annual reporting will be billed at our standard hourly rates.

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, 2017. 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, 2017 and 2016, 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, 2017. 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.

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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. _____

ITEM 12

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 18, 2017 meeting,

IT APPROVES the Dock Use Agreement with Dells Boat Tours, LLC and Dells Duck Tours, Inc.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, _____ nays
Date Introduced: September 18, 2017
Date Passed:
Date Published:

CITY OF WISCONSIN DELLS DOCK USE AGREEMENT

This Agreement is made and entered into this ____ day of September, 2015, by and between City of Wisconsin Dells, located in Adams, Columbia, Juneau and Sauk Counties, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), Dells Boat Tours, LLC, a Wisconsin limited liability company (hereinafter "Tours") and Dells Duck Tours, Inc., a Wisconsin corporation (hereinafter "Dells Ducks").

WITNESSETH:

A. City owns certain real property fronting on the Wisconsin River and generally located between Broadway and the Eddy Street Bridge, and said real property (hereinafter "subject premises") is generally depicted in the sketch/map attached hereto as Exhibit A.

B. The subject premises have been the site of a dock and pier from which passengers have been loaded on and unloaded from sightseeing boats operated on the Wisconsin River for many years by Dells Boat Company, Olson Boat Lines, Inc., Riverview Boat Line, Inc., Tours, Dells Ducks and others.

C. Tours and Dells Ducks (collectively "licensees") wish to enter into an agreement providing for the use of the subject premises by licensees for the 2016 and 2017 seasons, and provide for certain obligations with respect to the usage thereof by licensees for the loading and unloading of passengers to and from sightseeing boats at such location for the 2016 and 2017 seasons, and wish to memorialize such agreement.

For good and valuable consideration, it is agreed by and between the parties hereto, as follows:

1. License. City hereby grants to Tours (and to any assignee or sub-licensee of Tours hereunder) and to Dells Ducks the exclusive right to use the subject premises as the site of a dock and pier from which passengers and crews may be loaded and unloaded to and from commercial sightseeing boats operated on the Wisconsin River by Tours (or any assignee or sub-licensee of Tours hereunder) or by Dells Ducks (or its assignees and sub-licensees) shall be permitted to use five-sixths (5/6) of the dock space for loading and unloading, and Dells Ducks shall be permitted to use one-sixth (1/6) of the dock space for loading and unloading. Dells Ducks shall use the dock and pier areas used by it in the 2010 season during the term hereof, and Tours shall use the rest of the space on the subject premises.

2. Property Included. The aforesaid exclusive right to make use of the subject premises shall include the exclusive right to use the pier, decking and other accessories annually installed, maintained and removed pursuant to the 1980 Municipal Dock Commercial Use and Maintenance Agreement, dated June 16, 1980, and all other personal property or fixtures of City located on the subject premises, whether installed by City or not.

3. No Warranties. Except as otherwise provided hereafter, City makes no representations or warranties with the regard to the condition of the pier, decking and other accessories, or other personal property or fixtures which are located on the subject premises, and Tours, its assignees or sub-licensees, and Dells Ducks accept the pier, decking and other accessories, and all other personal property and fixtures located on the subject premises, whether installed by City or not, in "AS IS" condition, without any warranty, express or implied.

4. Expenses; Payment. Tours and Dells Ducks will bear and pay all costs and expenses relating to the installation, maintenance or removal of the pier, decking and other accessories, and other personal property or fixtures located on the subject premises and owned by City as of the date hereof, and the cost of all utilities serving the subject premises, including, but not limited to, electric, water and sewer charges related to their use of the subject premises. Such costs and expenses shall be shared by Tours and Dells Ducks in the following proportions: five-sixths (5/6) of such expenses and costs shall be borne by Tours; one-sixth (1/6) of such expenses and costs shall be paid by Dells Ducks. In the event that Tours, or its assignees or sub-licensees, incur any expense or make any payment hereunder for or on behalf of Dells Ducks, and for an item for which Dells Ducks is required hereunder to share in such cost or expense, Tours, or its assignees or sub-licensees, shall bill Dells Ducks for the cost thereof not more often than monthly, and not less often than quarterly, for the actual and reasonable costs thereof. Any charges for services, work and expenses performed by a third party shall be charged to Dells Ducks at the actual cost thereof, without any mark-up received by Tours. Dells Ducks shall pay Tours, or its assignee or licensee, any such sum so billed to Dells Ducks within thirty (30) days after receipt of a statement therefore. Any sum unpaid thereafter shall accrue interest at the rate of 12% per annum. The utilities which are subject to this provision shall be billed in the name of Tours, or one or more of its assignees or sub-licensees.

5. Access. Tours, its assignees or sub-licensees, Dells Ducks, and all of their guests, passengers, agents, invitees and employees, may have access to the subject premises over any lands owned by City which are adjacent to the subject premises.

6. Ticket Booths. Tours and Dells Ducks may not erect, install or maintain any ticket booths on the subject premises.

7. Definition of "Subject Premises". For purposes hereof, the term "subject premises" is limited to the real property specified on Exhibit A and highlighted thereon. The term "subject premises" shall in no event include any public streets, sidewalks or other public rights-of-way which adjoin the subject premises and which are not included within the highlighted area set forth on Exhibit A.

8. Condition of Subject Premises. Tours and Dells Ducks represent that they have inspected and examined the subject premises and accept them in their present condition and agree that City shall not be required to make any improvements or repairs upon the subject premises. Tours and Dells Ducks agree to keep the licensed premises in good order, condition and repair, at their sole cost and expense. Tours and Dells Ducks will quit and surrender possession of the subject premises peaceably and in as good order and condition as the premises

were at the commencement of the term of this Agreement, reasonable wear and tear, damage by the elements, and fire or other casualty loss excepted. All costs provided for herein shall be shared between Tours, or its assignees or sub-licensees, and Dells Ducks in the following proportions: five-sixths (5/6) of the costs thereof shall be paid by Tours, or its assignees or sub-licensees; one-sixth (1/6) of the cost thereof shall be paid by Dells Ducks. All maintenance, repair or other work required to be done to the subject premises by virtue of this section shall be carried out by Tours, or its assignees or sub-licensees. Tours, or its assignees or sub-licensees, shall bill Dells Ducks and Dells Ducks shall pay for such maintenance and repair expenses in the same manner as provided in section 4 above. The obligations of this section shall extend to all stairways, ramps, and other means of ingress to and egress from the subject premises, but shall not include any streets, sidewalks or other public rights-of-way adjacent to the subject premises, or to any property of any other or third party.

9. Taxes. Tours and Dells Ducks shall each pay all taxes levied and assessed upon any personal property, fixtures and improvements belonging to such party and located upon the subject premises. The real estate constituting the subject premises and the personal property and fixtures owned by City and located thereon, as to which exclusive rights are granted hereby, will remain the property of City, subject to this Agreement, and it is the intent of the parties that such property shall not be subject to real or personal property taxes during the term of this Agreement.

10. Indemnity; Insurance. Tours, and its assignees or sub-licensees, and Dells Ducks shall severally hold City harmless from and with respect to any loss, costs or damage that may be suffered or incurred by City as a consequence of the use and occupancy of the subject premises by any of them, or by their agents, guests, passengers, customers or employees, provided however that any such person or entity shall only be liable to the extent that such party's willful or negligent acts or omissions caused the loss, costs or damages suffered by the City. There shall be no joint liability hereunder, and none of the parties hereto shall be liable for any act or omission of any third party who is not an officer, agent or employee of such party. Tours and Dells Ducks each agree to deliver to City, upon execution of this Agreement, a copy of a public liability and property damage insurance policy satisfactory to City, with an original certificate of insurance certifying that such insurance is in full force and effect, which policy shall name City as an insured thereunder and shall provide liability insurance coverage for City in the amount of not less than \$1,000,000.00 combined single limits coverage, and each party hereto shall keep such policy in full force and effect during the term of this Agreement.

11. Compliance with Laws. Tours and Dells Ducks severally warrant that all of their operations on the subject premises shall comply fully with all federal, state, county and municipal laws and regulations, including environmental laws and regulations, during the term hereof, and that each such party shall comply with all requirements for permits for the subject premises under any such laws and regulations. Tours, its assignees or sub-licensees, and Dells Ducks shall be jointly responsible for making the subject premises comply with the Americans with Disabilities Act of 1990, except with respect to any conditions which exist on the subject premises as of the date hereof. Tours, its assignees and sub-licensees, and Dells Ducks shall have no liability with respect to any conditions on the subject premises which are in violation of or do not comply with the Americans with Disabilities Act of 1990, and any regulations thereunder, as of the date hereof.

In the event that Tours or Dells Ducks are required to make improvements or changes to the subject premises under the Americans With Disabilities Act which, in the judgment of such parties, are not economical under reasonable commercial standards, Tours or Dells Ducks may terminate their obligations and rights hereunder at any time thereafter, upon not less than thirty (30) days advance written notice to City. In the event that City is required to make any changes or improvements to the subject premises to comply with the Americans with Disabilities Act which, in the judgment of City is not economical under reasonable commercial standards, City may terminate this Agreement at any time thereafter upon not less than thirty (30) days advance written notice to the other parties.

The obligation hereunder of Tours and Dells Ducks shall extend to the sidewalks, ramps and other means of ingress to or egress from the subject premises, but shall not include any streets, sidewalks or rights-of-way of City which are not included within the description of subject premises on Exhibit A hereto or to any property of any other or third party.

12. Inspection. City may enter upon the subject premises at any time for any purpose, including, but not limited to, having access to a City utility station which is situated upon City land adjacent to the subject premises.

13. Term. The term of this Agreement shall be for a period of two (2) years, commencing September 21, 2015 and ending on September 21, 2017.

14. Notices. Any notices that are required herein or which either City, Tours, its assignees or sub-licensees, or Dells Ducks may serve upon any other party hereto shall be in writing and be deemed served when delivered personally or when deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed to City at 300 La Crosse Street, Wisconsin Dells, Wisconsin 53965, directed to the attention of the Mayor or City Clerk, or to Tours, its assignees or sub-licensees, as follows: Dells Boat Tours, LLC., P.O. Box 117, Wisconsin Dells, Wisconsin 53965; or, Dells Duck Tours, Inc., ATTN: George Field, P.O. Box 11, Wisconsin Dells, Wisconsin 53965.

15. No Lease. All of the parties hereto acknowledge and agree that this is not a lease of real property and Tours, its assignees or sub-licensees, and Dells Ducks acknowledge and agree that they have no legal rights as tenants under this Agreement or any renewals thereof.

16. Assignment and Sub-License. Tours and Dells Ducks may not assign or sub-license their interests in this Agreement without the consent, in writing, of City.

17. Binding Effect; Survival. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be modified only by an instrument signed in writing by authorized representatives of the parties hereto. In the event of a termination of this Agreement as to one or both of the licensees, the indemnification obligations hereunder shall survive the termination.

18. Default. In the event of a default by any party hereto, any party asserting that such a default exists shall provide notice thereof of not less than ten (10) days duration to the defaulting party, and such defaulting party shall have a period of ten (10) days from and after the

date of receipt of such notice in which to cure such default, except that in the case of a default which cannot reasonably be cured within such ten (10) day period (other than defaults with respect to payment of money), the initiation of reasonable and diligent efforts on the part of the defaulting party to cure such default shall be sufficient if concluded within a reasonable time period. In the event that such default is not cured, then the party asserting the existence of such default shall be entitled to any and all remedies provided by law, including in the case of the City, termination of the defaulting licensee. Termination of the rights of Tours or of Dells Ducks under this Agreement as a consequence of such default, shall not terminate the rights of the other licensee, and the rights of the non-defaulting party shall continue under this Agreement, except that the non-defaulting licensee shall assume the obligations of the terminated licensee which arise thereafter for maintenance, repairs and insurance.

19. Fee. Notwithstanding City Code sec. 8.02(4), Fee shall be \$2,500 for the first leased dock and \$750 for any additional dock. Therefore, Dells Boat Tours and Dells Ducks Tours shall pay to the City the aggregate sum of Eight Thousand and no/100 (\$8,000.00) annually, payable as follows:

	<u>Tours</u>	<u>Dells Ducks</u>
On or before August 1	\$ 2,750.00	\$1,250.00
On or before September 1	\$ 2,750.00	\$1,250.00

20. Right of First Refusal. In the event that the City offers to continue any arrangement during the first year after the expiration or termination of this Agreement with any party for the use of the facilities covered by this Agreement, the City agrees to provide prior written notice of the terms of such offer to Tours and Dells Ducks, and Tours and Dells Ducks shall have the right to accept such offer of the City for the use of such premises within 10 days thereafter by written notice to the City, with rights to the use of such facilities to be divided between Tours and Dells Ducks on the same basis as set forth in this Agreement.

SIGNATURES ON FOLLOWING PAGE

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 Public Works Committee from their September 11, 2017 meeting;

IT APPROVES the Agreement for Public Infrastructure Improvements & Development Matters with Chula Vista for construction of a sanitary lift station and an associated force main.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: September 18, 2017
Date Passed:
Date Published:

**Agreement for Public
Infrastructure Improvements &
Development Matters
(GTAM and City of Wisconsin Dells)**

This Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (Wis Dells) GTAM, LLC, a Wisconsin Limited Liability Company (GTAM).

RECITALS

- A. GTAM owns the following described real estate in the City of Wisconsin Dells, Adams County, Wisconsin:

- B. GTAM will enhance and improve its hotel, convention and water park facilities by the development and construction of new or enhanced garage, laundry and employee housing facilities on site; and on site and off site public and private utility system facilities and improvements including a replacement sanitary sewer lift station.

- C. As provided in this agreement, Wis Dells will provide financial assistance for the following element of the GTAM project: The construction of the Sanitary Lift Station and associated Force Main.

AGREEMENT

1. GTAM shall:
 - a. Design, engineer, install and construct at its sole cost and expense the on-site new garage, laundry and employee housing facilities; and, on-site and the off-site public and private utility service system improvements.
 - b. Apply for and obtain all required approvals for the project and the improvements and submit to Wis Dells written verification of such approvals.
 - c. Provide project management and administration for the construction and installation of the utility service improvements including the services of an approved consulting engineering firm licensed to do business in the State of Wisconsin to provide such services.
 - d. Grant such easements as Wis Dells deems necessary in connection with this agreement.
 - e. Construct the required improvements in accordance with standard specifications and contract documents including the engagement of contractors whose qualifications have been approved by Wis Dells.
 - f. In particular, and in consultation with Wisconsin Dells, construct and install a sanitary sewer lift station adjacent to existing lift station as follows:
 1. The proposed Integral Valve Vault lift station will be constructed next to the old station.

2. The new sanitary Lift Station will be constructed in accordance with specifications used to construct the Crandall Bay Lift Station, Contract #1 – 2013. Modifications to the specifications regarding sizing, GPM, TDH, etc. will be determined by General Engineering with Wis Dells approval. Some specific requirements, but not limited to, are as follows:

New Station wet well will be 8 ft. round wet well constructed as a duplex station with two submersible pumps, mounted on stainless steel guide rails with disconnect flanges to allow removal of pumps without entering the wet well.

3. The station valves will be located in underground valve vault next to the wet well.
4. The operation of the station will be controlled by a transducer with backup float switches.
5. Station Controls as Wis Dells deems necessary including, without limitation, high water alarm, lag pump 1 on, lead pump on, pumps off and low water alarm.
6. The station will be equipped with a SCADA system to transmit the signal to City of Wisconsin Dells Public Works Department.
7. The station will be provided with two modes of emergency operation; a manual transfer switch and a generator receptacle to allow the connection of a portable generator at the station. The station will include bypass piping that will allow connection of a

portable pump and a discharge connection for the connection of a portable pump. The pump will discharge directly into the force main.

8. The project will include construction of approximately 1,700' of force main, size to be determined. The force main will discharge in the gravity manhole located east of the Building D Golf Villas.

2. Wis Dells shall:

- a. Timely cooperate with GTAM in the planning and completion of the project including such construction oversight and consultation as it deems necessary.
- b. Timely review and approve building and construction plans and permits for the project.

3. Dedication of public improvements. After completion and construction of the public infrastructure improvements, including the lift station, in accordance with standards and specifications and provided there is a written statement of "no objection" from the Wis Dells Director of Public Works, GTAM shall dedicate the public infrastructure improvements to the City provided acceptance of the dedication shall require approval of a resolution by the Common Council.

4. Guarantee of the Work. GTAM shall assure that the engineer and contractor guarantee and warrant all work and public infrastructure improvements performed and provided under this Agreement against defects in workmanship or materials for a period of fourteen (14) months from the date of acceptance of dedication. If any defect should appear during the guarantee period, as determined in the reasonable discretion of the Director of Public Works, the engineer and contractor

shall make required replacement or acceptable repairs of the defective work. Furthermore, following such notice to and repair, the guarantee period shall be extended for an additional fourteen (14) month period from the date of completion of the repair. All guaranties or warranties for materials or workmanship which extend beyond the guarantee period shall be assigned to Wis Dells.

5. Incentive payment.

- a. In connection with this Agreement and the project and the improvements, Wis Dells shall pay to GTAM a one-time development incentive payment as follows: one-third (1/3) of the final agreed upon price and cost of the replacement sanitary lift station as verified by records approved in writing by GTAM and Wis Dells. The incentive payment shall be paid to GTAM's lender for application on GTAM's loan for the project and improvements. Payment of the incentive shall be subject to Wis Dells' receipt of lien waivers from contractors, subcontractors, engineering firms and suppliers presented to and accepted by the Director of Public Works; and, receipt by Wis Dells of final project documents and record drawings as requested by the Director of Public Works.
- b. The incentive payment section is based upon an anticipated project cost of \$310,000.00. If the final project cost exceeds the anticipated cost, Wis Dells reserves the right to re-negotiate the amount and timing of the incentive payment.
- c. Costs related to restoration of GTAM golf course property shall be the sole responsibility of GTAM and not subject to 1/3 – 2/3 cost allocation.

6. Payment of professional fees and costs. On or before December 1, 2017, GTAM shall pay to Wis Dells \$3,000.00 as a contribution towards Wis Dells' fees and costs related to the preparation, review and approval of this Agreement and the project and infrastructure improvements.
7. Post dedication matters.
 - a. GTAM shall provide Wis Dells with a Bill of Sale for all of the equipment, fixtures and personal property which comprise the facility; along with lien waivers evidencing payment in full for all labor, materials and equipment; and, along with all operations and specifications, manuals and materials regarding the improvements and a complete set of as built drawings in a form acceptable to the City.
 - b. Wis Dells shall be solely responsible for operating, repairing and maintaining the lift station at its expense. Service restorations beyond the reestablishment of grade will remain the responsibility of GTAM in all areas outside the right-of-way.
 - c. GTAM shall install and maintain equipment recommended by Wis Dells, such as screening of discharge from the laundry facility, to prevent extraordinary repair and maintenance issues at the lift station associated with the on-site commercial laundry facility.
8. Compliance with law. When performing its obligations under this agreement, GTAM shall comply with all terms of this agreement and relevant laws, ordinances and regulations in effect having jurisdiction thereof. In the event of a conflict among the requirements, the stricter provisions shall control.

9. No vested rights granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with this project shall inure to GTAM. Nor does Wis Dells warrant by this Agreement that GTAM is entitled to any other required approvals.
10. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Wis Dells and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. Wis Dell's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by GTAM or the acceptance of any improvement.
11. City Rights Retained. Wis Dells does not hereby waive, and expressly retains, its right to governmental immunity and other defenses that may be available to Wis Dells. The obligations set forth herein are not intended to, and shall not be interpreted to, limit Wis Dells' insurance coverage or other similar protections. To the extent not expressly contracted in this Agreement, Wis Dells retains and expressly reserves it legislative discretion.
12. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by Wis Dells and GTAM.
13. Default. A default is defined herein as Developer's breach of, or failure to comply with, the terms of this Agreement. Wis Dells reserves to itself all remedies available at law or equity as necessary to cure any default. Remedies

shall include, but not be limited to, stopping all construction. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

14. Entire Agreement. This Written Agreement, and written amendments, and any other referenced attachments thereto, shall constitute the entire Agreement between GTAM and Wis Dells.
15. Severability. In any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.
16. Benefits. The benefits of this Agreement to GTAM are personal and shall not be assigned without the express written approval of Wis Dells. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of GTAM and also shall be binding on the heirs, successors and assigns of GTAM.
17. Notice. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, and addressed as follows:

If to GTAM: GTAM, LLC
 Attn: Michael F. Kaminski
 2501 River Road
 Wisconsin Dells, Wisconsin 53965

If to Wis Dells: City of Wisconsin Dells
 300 LaCrosse Street
 Wisconsin Dells, Wisconsin 53965

18. Effective Date. This Agreement shall be effective as of the date and year executed by both parties.

CITY OF WISCONSIN DELLS

Dated: _____, 2017.

Brian L. Landers, Mayor

Dated: _____, 2017.

Nancy R. Holzem, Clerk/Administrative
Coordinator

GTAM, LLC

Dated: _____, 2017.

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, that based upon the recommendation of the Public Works Committee from their September 11, 2017 meeting,

IT APPROVES the request from Todd & Kimberly Nelson to allow a private well for their new home being built at Trappers Turn.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays
Date Introduced: September 18, 2017
Date Passed:
Date Published:



September 1, 2017

City of Wisconsin Dells
Department of Public Works
300 Lacrosse Street
Wisconsin Dells, Wi. 53965

Mr. Tollaksen:

This is a request on behalf of Todd & Kimberley Nelson to install a well on the residential lot located at Trappers Turn golf course on Lot # 2, CSM 6510. The well will serve their single family residential home located on said parcel. The construction plans will include a private well but will include connection to the City of Wisconsin Dells sanitary sewer located on Trappers Turn property.

Attached is a copy of the proposed well construction documents provided by Sam's Well Drilling of Randolph, Wisconsin for your review. Permits will be filed by John VerHage of Sam's Well Drilling when requested. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Thalacker", is written over a horizontal line.

Dave Thalacker
Project Manager
Kalahari Resorts
608-963-8070 Direct Line
dthalacker@kalahariresorts.com



920.326.5193 Randolph
 800.321.5193 Toll Free
 920.326.5209 Fax
 P.O. Box 150
 Randolph, WI 53956

Well Drilling, Inc.
 "Well Worth It"

608.251.4318 Madison
 608.574.0473 Dodgeville, WI
 563-203-0181 Iowa

Wednesday, August 16, 2017
 Proposal #: 43318

Denoble Builders
 7923 Airport Road
 Middleton, WI 53562

Well Location:
 Sauk County
 Town of

W: (608) 831-4422

Attn: Jason

RE: Nelson, Todd & Kimberly - Trappers Turn Drive

We propose to furnish materials and perform all labor for the construction of a 6" water well.

200 Ft. of Drilling	\$ 17.00 per ft	\$ 3,400.00
60 Ft. of 6" Casing**	18.00 per ft	1,080.00
1 Cement Grout Setup	375.00	375.00
2 Bags of Bentonite Seal	16.00 per bag	32.00
20 Bags of Cement	24.00 per bag	480.00
1 Drive Shoe, Well Cap, Chlorination Bacteria & Nitrate Water Samples	275.00	275.00
1 DNR Well Permit Fee	75.00	75.00

Well Estimate Total: \$5,717.00

**The per foot rate for casing can be guaranteed only if drilled within 30 days of date of the proposal
 Base price includes 1 hour of well development, additional development @ \$200/hr Test Pumping @ \$250/hr

This proposal for well drilling excludes access, egress, site restoration and erosion control. The charges for access/egress/site restoration and erosion control, if required, will be billed using time and material rates.

AN 80' MINIMUM DRILLING CHARGE APPLIES

The above footage is an estimate; you will be invoiced for the actual work performed. All material is guaranteed to be in accordance with well code. This proposal may be withdrawn by us if not accepted in 90 days.

Submitted by: John VerHage Date 8/16/2017
 John VerHage

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. I/we agree to pay Sam's Well Drilling, Inc. within 20 days of completion of the work performed for the actual footage drilled and materials used. If account is not paid 20 days after invoice date, a service charge of 1 1/2% per month will be charged.

Please sign below and return original copy to be added to our schedule.

Signature: _____ Date: ____/____/____

As required by the Wisconsin Construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after the first furnish labor for construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

www.samswelldrilling.com

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Providing Well Drilling Services For Over 70 Years

RESIDENTIAL, MUNICIPAL, IRRIGATION AND COMMERCIAL WATER WELL DRILLING WELL INSPECTIONS WELL ABANDONMENTS

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 11, 2017 meeting;

IT APPROVES the Certified Survey Map for Sauk County Parcel 291-0145-00000 as requested by Dells Boat Company, Inc.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: September 18, 2017
Date Passed:
Date Published:

SURVEYOR'S CERTIFICATE:

I, Mark C. Carlson, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land located in SE1/4-SE1/4, Village of Lake Delton, NE1/4-SE1/4, City of Wisconsin Dells, Section 9, T13N, R6E, Sauk County, Wisconsin bounded by the following described line:

Commencing at the E1/4 corner of said Section 9; thence S0°31'57"E along east line of said NE1/4-SE1/4, 1316.32 feet to southeast corner of said NE1/4-SE1/4; thence N89°50'04"W along south line of NE1/4-SE1/4, 1360.07 feet to southwest corner of said NE1/4-SE1/4 and point of beginning; thence N0°00'57"E along west line of said NE1/4-SE1/4, 180.13 feet to the south line of Lot 1, CSM No. 4533; thence N89°44'32"E along the south line of said Lot 1, 178.92 feet to southeast corner of said Lot 1; thence N0°18'09"W along the east line of said Lot 1, 117.02 feet to northeast corner of said Lot 1; thence N89°54'01"E along south line of Unity Drive, 265.51 feet; thence N69°04'54"E along said south line, 95.94 feet to west line of C. T. H. "A"; thence S19°00'15"E along said west line of Lot 1, 126.80 feet; thence S12°51'21"E along said west line, 351.48 feet; thence N89°50'04"W, 652.27 feet to west line of said SE1/4-SE1/4; thence N0°18'53"W along said west line of said SE1/4-SE1/4, 128.00 feet to point of beginning.

Said described parcel contains 5.47 acres and is subject to cell tower lease and access easement recorded in Document # 745659 and other easements of record.

That I have complied with the provisions of Chapter 236.34 Wisconsin Statutes, A-E 7 of the Wisconsin Administrative Code and the land division ordinance of the Village of Lake Delton and the City of Wisconsin Dells to the best of my knowledge, information and belief in surveying, mapping and dividing the same.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such survey under the direction of Dan Gavinski.

8-30-17 Mark C Carlson
Date Mark C. Carlson



VILLAGE OF LAKE DELTON APPROVAL:

Resolved that this certified survey in the Village of Lake Delton be, and hereby is, approved in accordance with Chapter 236 Wisconsin Statutes and the Village of Lake Delton Subdivision Ordinance.

Date Coordinator

CITY OF WISCONSIN DELLS APPROVAL:

Resolved by the Common Council of the City of Wisconsin Dells, Wisconsin that this Certified Survey Map, filed by Dan Gavinski is hereby approved and accepted by the City.
Dated: _____ day of _____, 2017.

Motioned by: _____ Approved: _____
Second by: _____ Attest: _____

I certify that the foregoing is a correct representation of a resolution adopted by the City of Wisconsin Dells, at a regular meeting, a quorum being present on the _____ day of _____, 2017.

City Clerk

ITEM 16

RESOLUTION NO. _____

ITEM _____

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 11, 2017 meeting;

IT APPROVES the Certified Survey Map for Columbia County Parcel 11291-1243 as requested by Newport Run, LLC.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: September 18, 2017
Date Passed:
Date Published:

COLUMBIA COUNTY CERTIFIED SURVEY MAP No. _____

Located in Lots 10 and 11, Block 2, Plat of Bowman Hills Addition and the NE1/4-SE1/4, Section 10, T13N, R6E, City of Wisconsin Dells, Columbia County, Wisconsin

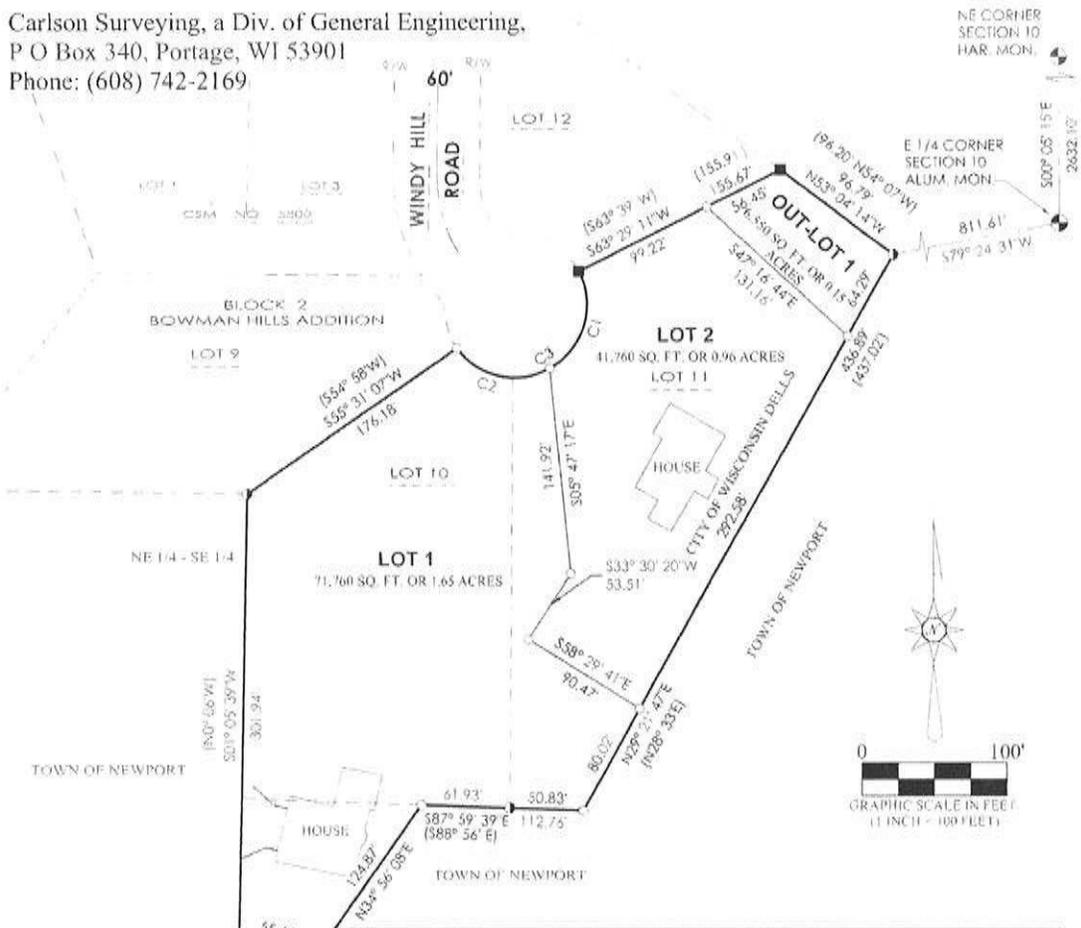
Owners: Newport Run, LLC, 205 Windy Hill Road, Wisconsin Dells, WI 53965
Eric and Mary Helland, PO Box 664, Wis Dells, WI 53965

- ⊕ = Found government corner (As noted)
- = Set 3/4"x24" round iron rod weighing 1.5#/lin. Ft.
- = Found 2 1/2" iron pipe
- ◊ = Found 1" iron pipe
- = Found 3/4" round iron rod
- () = Recorded as



Bearings are referenced to east line of the NE-1/4, Section 10, which bears S00°05'15"E, Columbia Co. Coordinate System NAD 83(91).

Carlson Surveying, a Div. of General Engineering,
P O Box 340, Portage, WI 53901
Phone: (608) 742-2169



CURVE TABLE:						
CURVE	RADIUS	DELTA	ARC	CHORD	TANGENT BEARING IN	TANGENT BEARING OUT
C1	90.89	88°11'54"	76.97	810° 33' 56" W, 69.29		
C2	90.67	47°15'21"	11.08	577°42'18"E, 66.90		
C3	50.67	170°47'54"	149.05	558°11'48"W, 99.68	N21°12'09"W	N36°24'15"W

COLUMBIA COUNTY CERTIFIED SURVEY MAP No. _____

Located in Lots 10 and 11, Block 2, Plat of Bowman Hills Addition, and the NE1/4-SE1/4, Section 10, T13N, R6E, City of Wisconsin Dells, Columbia County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Mark C. Carlson, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped parcels located in Lots 10 and 11, Block 2, Plat of Bowman Hills Addition, and the NE1/4-SE1/4, Section 10, T13N, R6E, City of Wisconsin Dells, Columbia County, Wisconsin, bounded by the following described line:

Commencing at the northeast corner of said Section 10; thence S00°05'15"E along the east line of the NE 1/4 of said Section, 2632.10 feet; thence S79°24'31"W, 811.61 feet to the point of beginning; thence N53°04'14"W, 96.79 feet; thence S63°29'11"W along the southeast line of said Lot 12, 155.67 feet; thence southwesterly along the southerly line of Windy Hill Road on a curve to the right, radius 50.00 feet, whose chord bears S58°11'48"W, 99.68 feet; thence S55°31'07"W along the east line of Lot 9 of said Plat, 176.18 feet; thence S01°05'39"W along the west line of Lot 10 of said Plat and its extension, 301.94 feet; thence S75°45'25"E, 55.65 feet; thence N34°56'08"E, 124.87 feet; thence S87°59'39"E along the south line of Lots 10 and 11 of said Plat, 112.76 feet; thence N29°21'47"E, along the southeast line of Lot 11 of said Plat, 436.89 feet to point of beginning.

Said described parcel contains 120,070 Sq. Ft. or 2.76 acres and is subject to easements of record.

That I have complied with the provisions of Chapter 236.34 Wisconsin Statutes, A-E 7 of the Wisconsin Administrative Code and the subdivision regulations of the City of Wisconsin Dells and Columbia County to the best of my knowledge, information and belief in surveying, mapping and dividing the same.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such survey under the direction of Eric Helland.

9-7-17 Mark C Carlson
Date Mark C. Carlson



CITY OF WISCONSIN DELLS APPROVAL:

Resolved by the Common Council of the City of Wisconsin Dells, Wisconsin that this Certified Survey Map, filed by Eric Helland is hereby approved and accepted by the City.

Dated: _____ day of _____, 2017.

Motioned by: _____ Approved: _____

Second by: _____ Attest: _____

I certify that the foregoing is a correct representation of a resolution adopted by the City of Wisconsin Dells, at a regular meeting, a quorum being present on the

Dated: _____ day of _____, 2017.

City Clerk

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 11, 2017 meeting;

IT APPROVES the revised Downtown Design Standards.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: September 18, 2017
Date Passed:
Date Published:



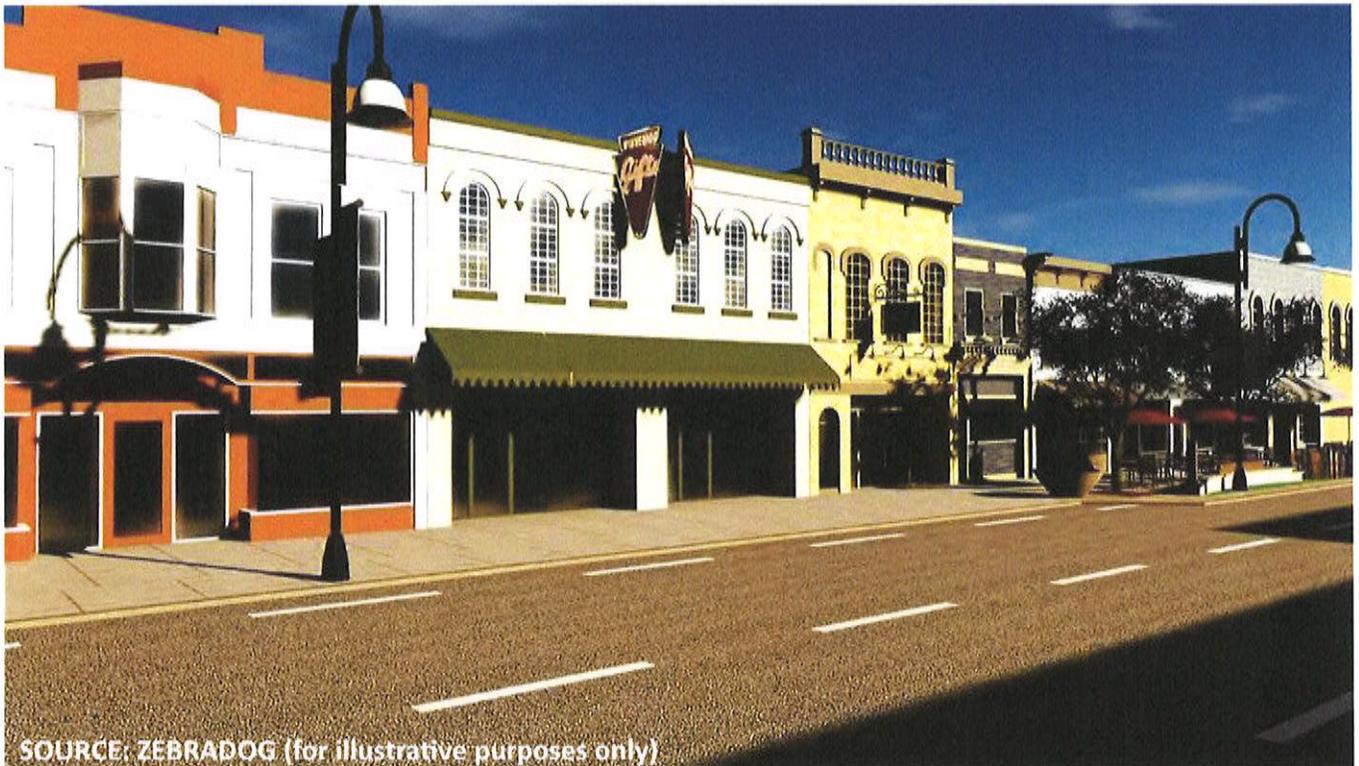
DOWNTOWN

DESIGN STANDARDS

CITY OF WI DELLS, WI

MAY 3, 2017

DRC Recommended Amendments



SOURCE: ZEBRADO (for illustrative purposes only)

MSA

PROFESSIONAL SERVICES

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Terms

The **TERMS** section defines special words or phrases used in this design handbook. These terms are "bolded and italicized" in the handbook.

Awning

an architectural projection that provides weather protection, identity or decoration, and is wholly supported by the building to which it is attached. An awning is comprised of a lightweight, rigid skeleton structure over which a covering is attached.

Awning sign

a sign that is applied to the face of an **awning** that projects over a window or door opening.

Backlit sign

a sign illuminated from within

Base Panel

wall panel that fills the space between a storefront window and the foundation below (see **traditional facade components**)

Blade Sign

a special **projecting sign** attached to the building along the storefront frontage

Billboard sign

(off-premise advertising sign)

a flat surface, as of a panel, wall or fence on which signs are posted advertising goods, products, facilities, or services not necessarily on the premises where the sign is located

Canopy

an architectural projection that provides weather protection, identity or decoration, and is supported by the building to which it is attached and a ground mounting, by one or more stanchions.

Canopy Sign

a sign that is applied to the face of an **canopy** structure that projects over a window or door opening.

Clear glass

glass that is not frosted, tinted or obscured in any way, allowing a clear view to the interior of the building

CMU, smooth-faced

a concrete masonry unit, commonly referred to as concrete block, having a smooth exterior finish

Terms

a concrete masonry unit with a textured exterior finish

a building product that provides exterior walls with a finished surface, insulation and waterproofing in an integrated composite system

building siding and trim material made up of wood strands that are coated with a resin binder and compressed to create a board.

a non-motorized, self-propelled or towed unit no larger than eight feet in length that provides food and/or beverage service.

a license issued under DHS (Restaurants) or ATCP 75 (Retail Food Establishments)

a food and/or beverage service establishment on a non-motorized towed unit that is generally larger than a **Food Cart**.

a large wheeled motorized vehicle from which food and/or beverage service is provided.

a unit of illumination produced on a surface

a building entrance that is unlocked during business hours and is designated for public use

a large door that opens either manually or by an electric motor to allow vehicles to park inside the building envelope.

the ground floor portion of the building exterior facing a public street (for measurement purposes, the **ground floor facade** includes the entire width of the building and the first ten (10) feet above grade)

CMU, split-faced

EIFS

(Exterior Insulation Finishing System)

Engineered Wood

Food Cart

Food License

Food Trailer

Food Truck

Footcandle

Functional Public Entrance

Garage Door, Vehicle-access

Ground floor facade

Terms

Historic Structure

a building that is at least 50 years old and has retained some historic physical integrity (see *Traditional Facade Components*).

Internal Signage

any sign placed within three (3) feet of a storefront window intended for viewing from the exterior.

Lintel

the horizontal beam spanning an opening in an exterior wall

Marquee

a permanent, roof-like structure projecting from a building at the entrance to the building with signage on the top or face of the structure.

Marquee Sign

a sign that is applied to the face of an *marquee* that generally projects over the entry to the building.

Manufactured Stone Veneer

(Artificial Stones, Faux Stone, etc.)

a building material manufactured to replicate the look of natural stone using lightweight concrete mix typically one inch in thickness

Metal Siding/Panel, Corrugated

sheet metal that has been rolled into a parallel wave pattern for stiffness and rigidity.

Metal Siding/Panel, Ribbed

a panel which has ribs with sloping sides and forms a trapezoidal shaped void at the side lap.

Monument sign

a sign mounted or incorporated into a solid base and not attached to a building.

Parking lot

any parking area that has five (5) or more stalls

Parking stall

the area designated for a single vehicle to park

Pedestal sign

a *portable sign* that is attached to pole support with a sturdy base, generally used for displaying a menu.

Terms

any free-standing sign mounted on a pole

a sign is a sign not permanently attached to the ground or other permanent structure including *sandwich boards* and *pedestal signs*.

an outdoor area less than 1,500 square feet serving less than 50 persons located on the same lot as a restaurant or drinking establishment where customers can consume food and drink.

an outdoor area located on the same lot as a restaurant or drinking establishment where customers can consume food and drink.

a sign attached to a building or other structure that extends more than eighteen (18) inches beyond the building plane and is affixed above the first floor.

This type of lighting uses an external lighting source behind the individual letters that is reversed (facing backwards toward the wall) resulting in the lighting flooding the wall and lighting up the edges of and outlining the channel letters.

any sign erected, constructed or maintained wholly upon or above the roof of any building with the principal support attached to the roof structure.

a strip of land dedicated or acquired for public use, including streets and sidewalks

a vehicular type unit primarily designed as a temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

a pair of advertising boards connected to a frame that is foldable and portable

Pole sign

Portable sign

Private Outdoor Commercial Food and Beverage Service (Small Scale)

Private Outdoor Commercial Food and Beverage Service (Large Scale)

Projecting sign

Reverse Illumination

Roof Sign

ROW (Right-of-way)

RV

Sandwich Board

Terms

ADMINISTRATION

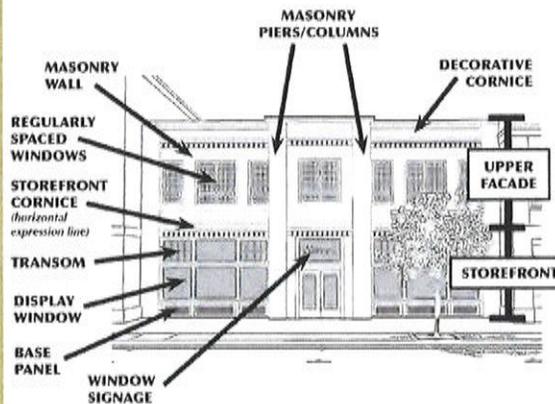
Storefront Display Window Area

glass area, including pane dividers (mullions), found in traditional storefronts that is generally between 2-7 feet from grade and does not include *transom* window area (see *Tradition Facade Component* illustration)

Temporary Window Covering

a short-term treatment to block window views within the building, either completely or partially, generally using paper, plastic, or other screening materials

Traditional Facade Components



Transom

a horizontal window above another window or door (see *traditional facade components*)

Vending Unit

a vehicle apparatus used for cooking operations and/or sales of goods (e.g., carts, kiosks, trucks, trailers, trikes, etc.).

Walk-up Service Window

an opening in a building through which patrons are served while standing outside of the building.

Wall Sign

a sign or individual mounted letters that are attached flat against the wall of a building with the exposed face of the sign being generally parallel to the face of the wall.



Our clients are saying...

“ All Car Excellence was called on to finish a paint job on our 1951 Buick Special that another shop had started, but after several months was no where near finishing. We called Jeff Morris to ask for suggestions and he had us bring the unfinished project to his shop. Jeff's crew gave us a quote to finish the paint job, and did a fantastic job in completing the paint job and reassembling the car. The finished price ran slightly higher than the original quote, but only because Jeff's shop found some additional work that they suggested we do at that time. We agreed that this was the best time to do that work and found the price to be very acceptable. Now, several years later, the car continues to look fantastic. We would highly recommend All Car Excellence for their restoration of antique vehicles. They did a top notch job and did it within the agreed on time frame and price. See our 1951 Buick for proof of All Car Excellence's performance capabilities.

- Buick Club of America, Mike & Nancy Book

Other Services and Information

- Food Commissary
- Boat & RV Storage (In/Outdoor)
- General Storage (In/Outdoor)
- Intro to Mobile Food Units (pdf)
- Green Mobile Hybrid Vending
- All Car Excellence
- JMO Music Studios

Terms

a sign attached to, suspended behind, placed or painted upon, the window or glass door of a building, including *internal signage*.

an interior decorating element placed on, in around or over a window (e.g., drapes, curtains, blinds, and shades).

Window sign

Window Treatment

ADMINISTRATION

Monument Sign

A monument sign is a sign mounted or incorporated into a solid base and not attached to a building.

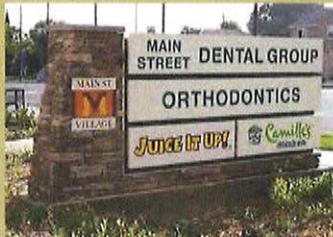
SIGNAGE DESIGN - TYPE SPECIFIC



ALLOWED This sign is less than six feet tall, includes landscaping around the base, and includes LED changeable messaging signage that covers less than 25% of the overall sign.



APPROPRIATE This sign uses high-quality materials similar to the adjacent building, is low and horizontal in profile, and incorporates landscaping along the base of the sign.



APPROPRIATE This sign is at pedestrian-scale, uses quality building materials and has a horizontal profile.



NOT PERMITTED This sign is too tall, vertical and modern in style to fit the vision for the downtown.

Standards

1. Each lot **shall** be allowed to have one (1) **monument sign** and **shall not** exceed the total allowable sign area established per business frontage (see Code: Sec. 22.10(3) for more details).

2. **Monument signs shall** only be used for buildings set back, or where a business' primary entrance is eight (8) feet or more behind the public sidewalk.

3. **Monument Signs shall** meet the following criteria based on the property's location:

- **West of Church Street on Broadway or within a half block of Broadway, shall** be oriented perpendicular to the sidewalk; **shall not** be more than sixty (60) square feet in size, and, **shall not** be more than six (6) feet tall, at the highest point, from the sidewalk grade.
- **West of Church Street and more than a half block from Broadway, shall not** be more than one hundred and forty-four (144) square feet; **shall not** be more than **sixteen (16) feet tall**, at the highest point; and, **shall** be set back a minimum of five (5) feet from property lines.
- **East of Church Street, shall not** be more than **two hundred (200) square feet; shall not be more than twenty (20) feet tall**, at the highest point; and, **shall** be set back a minimum of five (5) feet from property lines.

4. The base of the sign **shall** be landscaped.

5. A LED changeable messaging sign may be incorporated in a **monument sign**, but **shall not** make up more than twenty-five (25) percent of the sign area, inclusive of the base area.

Recommendations

A. **Monument signs** with horizontal proportions are **strongly encouraged**.

B. Contemporary design are **discouraged** in the downtown district.

C. A high-quality durable base material is **encouraged**, such as brick, stone or cast-in-place concrete.

It is important to balance the need for lighting of signs for easy visibility with the desire to have only external light sources that fit the historic character of downtown buildings and create a pleasant pedestrian environment.

Standards

1. **Awnings shall not** be internally illuminated.
2. High-lumen exterior lamps **shall** be located and shielded to prevent the casting of direct light or glare on adjacent roadways or properties, and shall not interfere significantly with the sign or sign bracket.
3. All sign lighting **shall** be securely and permanently affixed to prevent movement - suspended light strings are **prohibited**.
4. If a **monument, wall or projecting sign** is internally illuminated, the sign face (background) **shall** be opaque with only pushed thru lettering/symbols illuminated (see side bar).
5. **Blade signs shall not** be internally illuminated.

Recommendations

- A. Wall, projecting and **canopy** signage are **strongly encouraged** to be externally illuminated.
- B. **Reverse illumination** (halo effect channel letters) is an appropriate lighting method for signage, but is **discouraged** for signage on historic buildings.
- C. External lighting fixtures **should** be relatively simple and unobtrusive in appearance and size and should not obscure visibility of the sign.
- D. Exposed neon/LED lighting may be used **selectively but should not** be visually obtrusive or dominate the street frontage.
- E. Color changing and "chasing" LED features are **discouraged**.
- F. The **preferred** method of sign illumination is high-lumen exterior lamps that project light onto the sign surface. It is acceptable to incorporate low-lumen lamps into the design of the sign itself with the intent that they be directly visible, such as a series of incandescent bulbs or functional equivalent. Such designs may be approved by the Design Review Committee (DRC).



APPROPRIATE This sign is illuminated by an external light source above the sign that is shielded and directed towards the sign, which mitigates light pollution and glare.



ALLOWED The above signs (reverse "halo" illumination (above) and pushed thru letters w/ opaque background (lower)) is allowed, but discouraged for historic buildings.



APPROPRIATE This sign cabinet includes exposed individual bulbs that spells out the word "fudge". This type of sign adds to unique character of downtown Dells and can be approved by DRC.



NOT PERMITTED Awnings may not be illuminated internally, as it is inconsistent with the desired historic character for the downtown area.

Materials, Colors & Lettering

Signage reinforces business brand and identity. It can also strengthen or detract from the Wisconsin Dells' unique downtown character.

SIGNAGE DESIGN - GENERAL



APPROPRIATE The lettering is simple, effective and uses subdued colors. The three-dimensional lettering is historically appropriate and improves legibility in varied weather conditions.



APPROPRIATE These wall signs exemplify the effective use of color (high contrast and part of the building color scheme), simplicity (only two words) and graphics (the camera image quickly communicates the core business function).



APPROPRIATE This wall sign complements the building architecture in both style and color scheme; however, the use of an internally lit cabinet would not be permitted per Standard #4 under lighting (P13).

Standards

1. Sign material **shall** be durable and easy to maintain with preference to wood and metal.
2. The sign style, colors and materials **shall** be complementary with the character of the building and other signage.
3. Sign substrate **shall** be either MDO (exterior grade plywood), Aluminum, or Alupalite=Aluminum Composit Panel (ACP). If acrylic (polycarbonate or Lexan) material is used, it **shall** simulate metal or wood.
4. Highly reflective material **shall not** be used, as it is often difficult to read.
5. The color tones between a sign's lettering/symbols and background **shall** have sufficient contrast to make the sign clearly legible. Light letters on a dark background or dark letters on a light background have the highest legibility.
6. The main lettering and predominant

Recommendations

- A. Generally limit the number of colors to three. Competition between too many colors often results in decreased legibility.
- B. Subdued and darker colors are encouraged.
- C. Lettering that is simple and bold is encouraged.
- D. Overly-ornate and trendy typefaces that are hard-to-read are discouraged.
- E. Excessive lettering is discouraged, including listing products/services and slogans.
- F. If three-dimensional letters/symbols are used, one-half inch depth or reveal is encouraged to make each letter stand out from the background.
- G. Use of symbols, logos and other graphics as a part of the sign is encouraged to reduce the need for excessive lettering, are easy to recognize, and contribute to the unique identity of a business.
- H. **For multi-tenant buildings**, sign colors of individual tenant signs should be compatible with each other.

Awning, Canopy & Marquee Sign

Awning/canopy/marquee signs are signs that are applied to the face of an awning or canopy that projects over a window or door opening.

Standards

1. Changes to **awnings, canopies** and **marquees** **shall** meet the requirements under Building Design - Projections (p.31) within this Design Standards Handbook.
2. **Awning** signs **shall not** cover more than seventy-five (75) percent of the valance/flat profile, and **shall not** cover more than fifty (50) percent of the **awning** roof.
3. **Canopy** and **marquee signage** **shall not** cover more than seventy-five (75) percent of the valance/flat profile **or side panels.**
4. Signage is **prohibited** on the side panels of **Awnings, Marquees, and Canopies.**
5. Signage on retractable **awning** **shall** be located on the front valance/flat profile, so that the signage is visible whether the **awning** is extended out or retracted against the building's façade.

Recommendations

None



APPROPRIATE This **awning** includes a sign that covers less than 50% of the **awning** roof and has an external light source above the **awning**. The **awning** is over a doorway and more than 8 feet above the sidewalk grade.



NOT PERMITTED The signage on this **awning** covers more than 75% of the valance.

SIGNAGE DESIGN - TYPE SPECIFIC

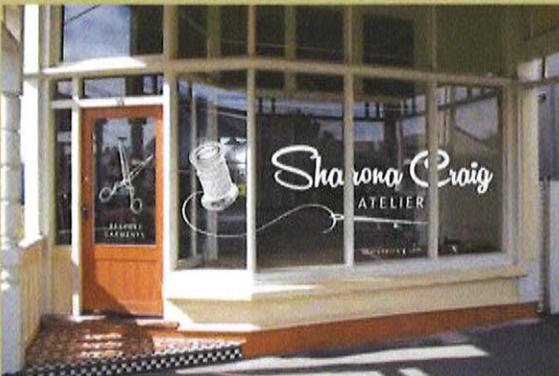
Window Sign

Window signs is a any sign attached to, suspended behind, placed or painted upon, the window or glass door of a building, including internal signage.

SIGNAGE DESIGN - TYPE SPECIFIC



APPROPRIATE This storefront includes door signage covering less than 25% of each door, and product display covering less than 50% of each storefront display window/door area (below 7



APPROPRIATE The signage adhered to the storefront windows covers less than the 25% of each window, but is quite legible from both the sidewalk and street.



NOT PERMITTED The window signage on this business far exceed 25% coverage, including complete coverage of one window. Lack of visibility in the store is a safety concern and the over-signing detracts from the building architecture.

Standards

1. Signage, excluding product display, shall not cover more than twenty-five (25) percent of each storefront display window/door area(*).
2. To maintain visibility into storefront, all window signage, including interior signage and product display within three (3) feet of the panes of glass (door or window), shall not cover more than fifty (50) percent of each storefront display window/door area(*).
3. Sign lettering and images shall be created from high-quality materials such as paint, gold-leaf, etching, vinyl, or neon.
4. Neon/LED cabinet/canister and flashing neon/LED signs are prohibited, while exposed neon/LED signs (either individual neon/LED letters or neon tubing or LED script) can be appropriate as window signs.

Recommendations

- A. Window signs should consist predominately of lettering with a transparent background.

(*) "Storefront Display Window/Door Area" is the glass area, including pane dividers (mullions), found in traditional storefronts that is generally between 2-7 feet from grade and does not include transom window area

Blade Sign

A special projecting sign attached to the building along the storefront frontage incorporating the downtown WI Dells River Arts District brand.

SIGNAGE DESIGN - TYPE SPECIFIC

APPROPRIATE
While a standard *blade sign* bracket is required (see above image), creativity is desired for all *blade signs*. The sign shape and advertisement (e.g. lettering, logos, and other graphics) can be diverse, as illustrated in the recommended *blade sign* examples shown on the left.

Standards

1. Each business **shall** be allowed one (1) *blade sign* per **public entrance**. If multiple *blade signs* are planned along a single business frontage, there **shall** be forty (40) feet separating each sign.
2. The *blade sign shall* be within the below size restrictions:
 - Height: 12-24"
 - Width: 24-36"
3. The *blade sign shall* be hung using the Wisconsin Dells custom mounting arm(s). Contact the WI Dells Zoning Administrator for more information.
4. If multiple *blade signs* are used, all **shall** be of the same style and shape.
5. *Blade signs shall* have a minimum clearance height of eight (8) feet above the sidewalk grade.
6. *Blade signs shall* be mounted below the sills of the second floor windows, or where second floor windows typically would reside on the building if none exist.
7. *Blade signs shall* be two-sided.
8. *Blade signs shall not* include business contact information.

Recommendations

- A. A *blade sign should* usually be mounted near the storefront entrance just above the door, or just to the side of it.
- B. If multiple *blade signs* are used, hierarchy of sign size **should** be considered between primary and secondary entries.
- C. Groove routed or raised letter dimensional wood signs are **encouraged** (see the first sign image in the side bar).

INTENT: To promote effective and attractive exterior lighting that does not produce glare or excessive light trespass.

Standards

1. Parcels abutting or across the street from residential or park uses **shall not** cause light trespass in excess of one (1) **footcandle** as measured horizontally, five (5) feet above the ground level at the property line of the affected parcel line.
2. Parking and security lighting poles **shall not** be taller than the thirty-five (35) feet. For properties in or abutting a residential zoning district, the maximum allowable height **shall** be twenty-five (25) feet.
3. Exterior light fixtures **shall** be designed to complement the character/style of the building.
4. Spec sheets **shall** be submitted with the Design Standards Checklist for each exterior light fixture to be used.
5. LED String lighting **shall** be commercial grade; either large bulbs or commercial decoratives as in "dripping" tree lights
6. LED string lights **shall** be clear or white only, no colors
7. LED String lighting **shall** be low wattage, no greater than 50 lumens per bulb
8. Christmas lights are only allowed November - January. Christmas lights **shall not** be installed February through October

Recommendations

- A. **Parking lots** and pedestrian walkways **should** be illuminated uniformly and to the minimum level necessary to ensure safety. A uniformity ratio of no more than 15:1 is **recommended** for pavement illuminance, to avoid excessively bright or dark areas.
- B. Exterior lighting **should** be energy efficient and should render colors as accurately as possible (i.e. white light rather than green or yellow light).
- C. **Preferred** light types include: LED, fluorescent, and high-pressure sodium.



APPROPRIATE Above examples illustrate sufficient and uniform lighting of walkways and building architectural elements.



APPROPRIATE



NOT PERMITTED

The two images on the left show good examples of low **parking lot** fixtures that project light only where it is needed, while the far right image shows an excessively tall light that is directed outward, creating glare and light trespass.

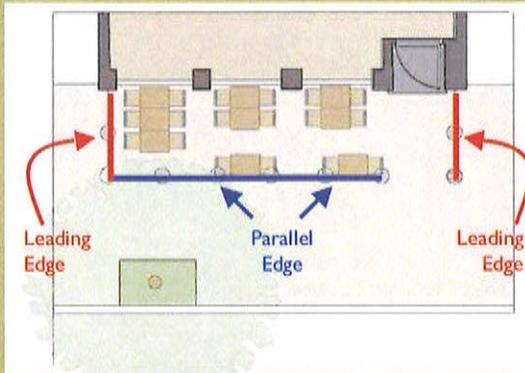
SITE DESIGN

Cafe Zone

INTENT: The City of Wisconsin Dells has determined that such service can create an enjoyable atmosphere for visitors that would serve as a benefit for the community, provided that such service is planned and managed properly.

SITE DESIGN

Elements of a Quality Outdoor Seating Area



APPROPRIATE If the cafe zone does not extend more than 3 feet into the public sidewalk, only the leading edge barrier is required. Planter barriers shall not be taller than 3 feet with total height with living plants no taller than 6 feet.

Standards

1. **Cafe Zone shall** meet the City's Code Section 19.907.
2. Building entrances **shall** have a direct clear path unimpeded (minimum of five (5) feet) for ingress and egress.
3. **Cafe Zone shall** maintain at least a five (5) foot clear, unobstructed path along public sidewalk(s). At street corners, a clear zone **shall** be maintained within a minimum 15-foot radius, measured from the back of curb.
4. The **Cafe Zone shall not** extend beyond the business frontage without written permission of adjacent property owner(s).
5. Dining furniture (e.g., tables, chairs, stanchions, etc.) **shall** be of commercial grade; **shall** be black, gray and/or brown in color; and, **shall** be constructed primarily of finished-grade wood, metal or composite material. Folding, lightweight, and/or primarily plastic chairs and tables, seat cushions, and all picnic tables are **prohibited**.
6. Tables **shall not** exceed forty-two (42) inches in diameter (round) or width (square/rectangle).
7. Umbrellas **shall** be the same as used in the City's public spaces, and color **shall** match the designated block color. Lettering on umbrellas is **prohibited**. Contact the City for more details.
8. Receptacles **shall** be approved by the DRC.
9. A detectable barrier **shall** be provided along **Leading Edges** of the Cafe Zone to ensure that visually impaired pedestrians using canes can detect the dining area safely.
10. A detectable barrier **shall** be provided around full perimeter of the **Cafe Zone** (with the exception of access openings) when the outdoor seating area extends more than three (3) feet into the public right of way or alcohol is served/ consumed, unless conditionally approved by DRC. The perimeter includes both the **Leading Edge** and **Parallel Edge** (see side bar).

11. Floor coverings are **prohibited**, including platforms, artificial turf, paint, or carpet.
12. Excluding planters, detectable barriers **shall** be between three (3) and four (4) feet tall, **shall** maintain the lowest point of the barrier no greater than six (6) inches above the ground, and **shall** have stanchions/bases that are flat with tapered edges between 1/4 to 1/2 thickness.
13. If used, planters **shall**, at a minimum, be placed at the corners and entry of the sidewalk cafe, and **shall** be no taller than three (3) feet in height (pertains only to planters, not the plants contained therein). Planters **shall** contain living plants that **shall not** exceed six (6) feet in height.
14. If used, sectional rigid fencing **shall** be constructed of wood or metal (e.g., aluminum, steel, iron, or similar), and **shall** be dark in color (either painted or stained). Sectional fencing may include aircraft cable elements.
15. **Prohibited** barrier materials include: chain link, rope rails, chain rails, fabric, and other materials not specifically designed as fencing (e.g., buckets, newspaper stands, waste receptacles, etc.).
16. **Prohibited** cafe elements: shelves, serving stations, loud speakers, televisions and other elements deemed unsafe or detrimental to the general public.
17. Sidewalk cafe elements, including furniture and barriers, **shall not** be tied or otherwise secured to trees, lamp posts, street signs, hydrants and other public utility features.

Recommendations

- A. Use of the designated downtown cafe zone dining furniture is **strongly encouraged**. Contact the City for manufacturer and model number(s).
- B. Use of a mix of square and round table styles, as well as a multiple sized tables, is **encouraged**.
- C. A mix of armless and arm chairs is **encouraged**.
- D. Use of stackable chairs is **encouraged**.
- E. Use of living plants and flowers to soften hard surfaces is **strongly encouraged**.



APPROPRIATE The above images illustrate the two types of cafe zones locations: against the building (top) and against the curb (bottom). Since both extend more than 3 feet into the public sidewalk both would require full detectable barriers, unless the DRC conditionally approves without.



NOT PERMITTED The two images on the left show detectable barriers that will not be permitted: fabric (top left) and rope with stanchions (bottom left).

The above example would not be allowed, as tables are placed on a platform with carpet (both prohibited floor covering materials).

Outdoor Food Service - General

INTENT: The City of Wisconsin Dells has determined that such service can create an enjoyable atmosphere for visitors that would serve as a benefit for the community, provided that such service is planned and managed properly.

APPROPRIATE EXAMPLES



SITE DESIGN

Standards

1. Outdoor food service **shall** be on private property and **shall** be tied to the on-premise business (i.e., selling similar products already available in the store).
2. Outdoor food service areas **shall** meet the City's Code Section 19.811(A) or 19.811(B), whichever is applicable. **Vending Unit(s)** **shall** meet the Outdoor Food Service - Vending Unit standards in this handbook (pages 34-35).
3. All ancillary structures of a permanent nature, including, but not limited to, storage facilities, restrooms and seating pavilions, **shall** comply with all applicable building standards within this handbook and applicable City, County and State building requirements.
4. **Private Outdoor Commercial Food and Beverage Service (Large Scale)** **shall** be no more than fifty (50) percent of the floor area of the restaurant/tavern, unless conditionally approved by the DRC.
5. **Private Outdoor Commercial Food and Beverage Service (Small Scale)** **shall** be no more than fifteen hundred (1,500) square feet in size.
6. All outdoor food service areas open to the public **shall** be ADA compliant. Non-paved flooring surface is **prohibited** in these areas, unless approved by the DRC. Floor coverings are **prohibited**, including artificial turf, paint, and carpet.
7. Building entrances **shall** have a direct clear path unimpeded (minimum of five (5) feet) for ingress and egress.
8. Dining furniture (e.g., tables, chairs, bar stools, picnic tables, etc.) **shall** be of commercial grade, and **shall** be constructed primarily of finished-grade wood, metal or composite material. **Prohibited** dining furniture include: lightweight materials, unstained/unpainted pressure-treated wood, and/or primarily plastic.

9. Structures used to provide shelter to customers **shall** be permanent in nature.

10. Receptacles **shall** be provided, maintained and approved by DRC.

11. Raised seating areas over public right-of-way (i.e., more than four (4) feet above the adjacent ground level) **shall not** have tables placed closer than two (2) feet from the edge, unless a system is in place to catch/stop potential items from going over the edge (e.g., solid wall, glass railing, breathable fabric, etc.). Opaque fabric attached to a railing is **prohibited**, and **shall not** meet this standard.

12. Dumpsters **shall not** be used for customer disposal, and if dumpsters are located in the outdoor food service area they **shall** be screened.

13. Umbrellas **shall** use a canvas-type fabric, **shall** complement the building style and color schema, and **shall** provide a minimum of seven (7) foot vertical clearance.

14. Sales from *RVs*, *Food Trucks* and tents are **prohibited**.

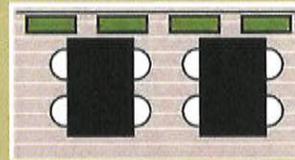
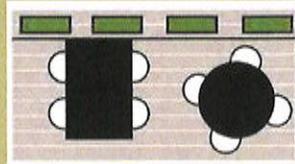
Recommendations

A. Umbrellas constructed of metal is discouraged.

B. Branded umbrellas including business logos are discouraged.

C. Use of living plants and flowers to soften hard surfaces is strongly encouraged.

D. Use of a mix of square and round table styles, as well as a multiple sized tables, is encouraged.



APPROPRIATE

Both examples on the left show how table layout can help to mitigate potential dropped items from a balcony. Either place chairs against railings (vs. tables) and/or use planters or other aesthetically-pleasing barriers.

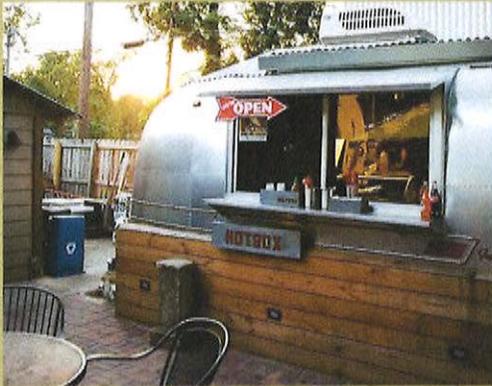
APPROPRIATE EXAMPLES



Outdoor Food Service - Vending Unit

INTENT: The City of Wisconsin Dells has determined that such service can create an enjoyable atmosphere for visitors that would serve as a benefit for the community, provided that such service is planned and managed properly.

APPROPRIATE EXAMPLES



SITE DESIGN

Standards

1. **Vending Unit shall** be either a **Food Cart** or **Food Trailer**.
2. **Vending Unit shall** be on private property and **shall** be tied to the on-premise business (i.e., selling similar products already available in the store).
3. **Vending Unit shall** meet applicable standards in this handbook, specifically Signage Design - General (pages 10-15) and Outdoor Food Service - General (pages 30-31).
4. If designed with a base, it **shall** be solid, permanent, and use high-quality materials (e.g., wood fencing/ platform, solid concrete, brick wall, etc.). Plastic materials, concrete block, fabric, and other loose materials are **prohibited** base materials.
5. **Vending Unit shall** be located on a paved pad, and **shall** adhere to the setback requirements of the underlying zoning district or a minimum of six (6) feet from all property lines, whichever distance is greater.
6. If multiple (vending unit) pads are proposed, they **shall** be a minimum of ten (10) feet apart.
7. **Vending Unit shall not** be more than twenty-six (26) feet long or more than ten (10) feet tall.
8. **Vending Unit shall** be constructed of quality materials and **shall** be designed as one cohesive unit.
9. **Vending Unit shall** have integral roofs or umbrellas.
10. Awnings or umbrellas affixed to the **Vending Unit shall** be comprised of metal or canvas-type fabric, and shall provide a minimum of seven (7) foot vertical clearance.
11. **Vending Unit shall** enclose or screen from view of the right-of-way and abutting residentially zoned property all accessory items not used by customers, including, but not limited to, tanks, barrels, or other accessory items.

12. Floor coverings are **prohibited**, including artificial turf, paint, and carpet.

13. Generators are **prohibited** from being used with the *Vending Unit*.

Recommendations

A. Designs that incorporate faux looking materials is **discouraged** (see example below).



B. An adjustable/pop-up panelized roof system is **discouraged** (see image below).



NOT PERMITTED EXAMPLES



NOT PERMITTED Food trucks are not allowed in the downtown.



NOT PERMITTED Exposed (unscreened) accessory items (such as gas tanks) and use of floor coverings are prohibited.



NOT PERMITTED Loose straw-like skirts at the base of the food cart is prohibited.

Outdoor Retail Sales

INTENT: The City of Wisconsin Dells has determined that such service can create an enjoyable atmosphere for visitors that would serve as a benefit for the community, provided that such service is planned and managed properly.

APPROPRIATE EXAMPLES



SITE DESIGN

Standards

1. Outdoor sales area **shall** meet the City's Code 19.905: Outdoor Vendor.
2. Outdoor sales area **shall not** be on public property and **shall not** be in the front, side or rear setback.
3. Outdoor sales area **shall** maintain a five (5) foot clear and unimpeded path to any and all building entrances.
4. Display furnishings (e.g., carts, racks, shelves, baskets, etc.) **shall** be of commercial grade, and **shall** be constructed primarily of wood and metal.
5. Lightweight chairs and tables are **prohibited**.
6. Display furnishings and displayed merchandise **shall not** encroach beyond the permitted use area or overhang pedestrian circulation paths.
7. Hanging of display items from overhead canopies, porches, doors awnings or other parts of the building (including the facade itself) is **prohibited**, unless conditionally approved by DRC.
8. Free-standing display furnishings and merchandise **shall** be stored indoors outside of business hours.
9. Individual items to be displayed and individual display furnishings **shall not** exceed seven (7) feet in height.
10. Temporary tents are **prohibited**, unless conditionally approved for a special event.
11. Vending carts **shall** have integral roofs or umbrellas. Any roof or covering **shall** be of similar color schema used on the primary building.
12. Umbrellas **shall** use a canvas-type fabric and **shall** provide a minimum of seven (7) foot vertical clearance.
13. Lighting of outdoor displays **shall** be approved by the DRC.

14. Outdoor sales area **shall not** include signs or other forms of advertising, including “sale” signs on boards, balloons, pinwheels, paper, clothing, streamers, or on merchandise affixed to the outdoor display.

15. Outdoor display and storage areas **shall** be screened from view from adjacent residentially zoned property by a minimum of six (6) foot solid fence or wall.

16. **Prohibited** sale items to be displayed outdoors include the following: alcohol, alcohol paraphernalia, drug paraphernalia, tobacco products, firearms, knives, hazardous materials, counterfeit materials, trash or discarded boxes, packing materials, and any other materials prohibited by code.

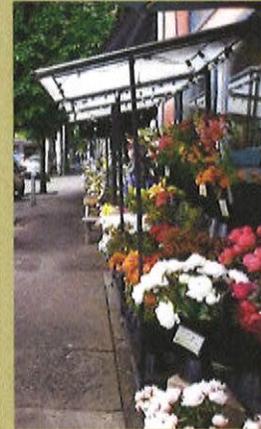
Recommendations

A. Display merchandise should fit within or upon the display furnishings and should not be draped from or hang over the sides.

B. The use of unstained or unpainted pressure-treated wood is discouraged.

C. Outdoor display and storage areas should be partially screened from view of public right-of-way up to four (4) foot in height. Landscaping elements placed between fence and public-right-of-way is encouraged.

APPROPRIATE EXAMPLES



SITE DESIGN

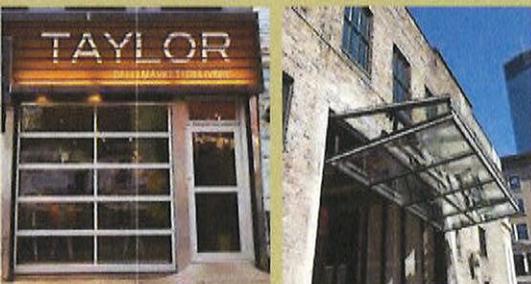
Windows, Doors & Garages

INTENT: To enliven and activate the street, and to reinforce the existing building character within the downtown area.

BUILDING DESIGN



ALLOWED Because more than 35% of the **ground floor facade** is **clear glass**, visual connections between the street and the building are strong.



ALLOWED Use of a garage door or accordion-style door is allowed on Broadway Avenue if it provides pedestrian access only (no vehicle access) and provides high visibility into the interior space.



APPROPRIATE The street-facing parking garage door is set back from the primary building plane, reducing its overall impact on the facade.

Standards

- WEST of Church Street only**, street-level facades facing a public street **shall** be comprised of at least thirty-five (35) percent **clear glass** (up to ten (10) feet above sidewalk grade).
- EAST of Church Street only**, ground level facades facing a public street **shall** be comprised of at least twenty-five (25) percent **clear glass** (up to ten (10) feet above sidewalk grade).
- New buildings with upper stories (i.e. functional floor area above the ground level) **shall** have windows on all street-facing facades.
- WEST of Church Street only**, new garage doors facing Broadway Avenue are **prohibited**, unless it is only providing pedestrian access to the building's interior space (no vehicle use).
- If allowed, new **Vehicle-access Garage Doors** facing a public street **shall** use one or more of the following techniques to mitigate their impact on the street frontage:
 - set back the garage bays from the primary facade a minimum of four (4) feet,
 - set back every third (3) garage door a minimum of (2) from the remaining garage door bays, and/or
 - screening garage doors from the street.
- Walk-up Service Window** facility **shall** be designed as an integral part of the design following the rhythm and proportions found in the remainder of the facade.
- The queuing area/line for the **walk-up service window** **shall** be designed to not interfere with general pedestrian circulation and building entry/exit (four feet minimum "clear path"), parking and vehicular circulation, and other primary functions of the property. Potentially this would require recessing the walk-up window into the building.
- Any signage on glass windows and doors **shall** meet the requirements under Signage Design - General (p.10-15) and Signage Design - Type Specific (p.20) within this Design Standards Handbook.

9. **Temporary Window Coverings**, excludes **Window Treatments**, **shall not** cover more than fifty (50) percent of the storefront windows if directly applied, or within three (3) feet of the window pane. If placed beyond three (3) feet, it **shall not** cover more than seventy (70) percent of the **Storefront Display Windows**, as viewed straight on. Spaces under renovation and construction are exempt from this standard.

10. **Temporary Window Coverings** **shall** be made of neutral or muted colored fabric. Plastic, paper and fluorescent/bright colored materials are **prohibited**. Spaces under renovation and construction are exempt from this standard.

11. If windows have to be papered due to renovation/construction, the paper **shall** be neutral in color and the window(s) **shall** be covered by single sheets of paper (i.e., do not use multiple pieces taped together).

Recommendations

A. Retaining (or uncovering) pre-existing window openings is encouraged.

B. Downtown buildings should activate the street by providing significant visibility through the street-level facade, including garage doors (if allowed), to activities or displays within the building.

C. The use of reflective or dark-tinted glass on the front facade is discouraged, especially at the street level.

D. If covering windows during the off-season, placing a screen at least three (3) feet back with merchandise, or exhibit that benefits the public, displayed is the preferred treatment.

E. If the **temporary window covering** extends the length of the window, it is preferred that it does not extend higher than six (6) feet from sidewalk grade for security purposes.

F. Should **Window Treatments** be desired on the storefront windows, roller shades and curtains placed at least three (3) feet from the window pane (to allow for display area) is preferred.



APPROPRIATE
As shown in the image on the left, the walk-up window can fit seamlessly in the building architecture.



APPROPRIATE The above is an example of a well designed storefront providing visual interest (merchandise on display), while still blocking view of most of the store. The screen covers only a portion of the window to allow for some visibility, which allows a patrol person to see into the store. Below offers exhibits with a roller shade set back several feet from the glass pane.

