



Staff Report for Plan Commission, 08/14/17

CUP and Site Plan Application—Boat Dock, Outdoor recreation, Commercial Activity WITHOUT a permanent structure with a washroom, and a Walk-up Service Window

190 STH 13 and 2320 Wisconsin Dells Parkway (Parcels 291-0101-00000 & 291-0103-00000)

The Planning & Zoning office has received a Conditional Use Permit and Site Plan application from Wisconsin River Kayak and Tube Rentals, Jeffrey Beard and American Zipline Consultants by Greg Slayton, in order to allow a Boat Dock, Outdoor recreation, Commercial Activity WITHOUT a permanent structure with a washroom, a garage non-residential, and Walk-up Service Windows at 190 STH 13 and 2320 Wisconsin Dells Parkway, located on Sauk Co, City of Wisconsin Dells tax parcels 291-0101-00000 and 291-0103-00000 (lower Dells).

The applicant has been operating their Kayak rental business out of an existing ticket booth adjacent to the Mexicali Rose building at 190 STH 13. They would like permission to utilize the walk-up service window at this ticket booth. They would also like to install a boat dock at the bottom of the boat ramp, to assist patrons in loading and launching the kayaks, as well as to moor their patrol rescue boat.

The applicant intends to lease additional property in and behind the parking lot south of the kayak launch and north of Timbavati. They would like to move in a shipping container and shed. The container and shed will be placed on level ground behind the parking lot. The plan and rendering submitted indicates the container will no longer be placed directly on the sloped parking lot, but rather on the higher ground behind (east of ) the parking lot. Due to the more level ground at the new location, the applicant may choose to place the container on the ground rather than on foundation piers. The container will not have any plumbing. The applicant would also like to install a second non-permanent shed building near the container for additional storage.

Patrons could purchase their tickets through a walk-up service window at either ticket booth, or could enter the booths to purchase tickets. The shipping container would also be utilized as a dressing and staging area for the kayak rentals and Zipline. The kayaks and tubes would be stored near the dock or in the storage shed and not around the ticket booth or in the parking lot. Patrons would use the kayaks and tubes without a guide to go down the River and be picked up at the public boat launch on Indian Trail Dr. in the Town of Delton. The applicant has stated they have an agreement with the Town of Delton for this use.

The applicant would also like a permit to construct a Zip line that would run from the river's edge behind the ticket booth, over the bay of the Wisconsin River to a landing near Mexicali Rose. The take off tower for the Zipline would be 40'x44'x60'(h). The applicant has supplied a letter from the DNR that states they have not authority to regulate this use, but have concerns about the safety of this use over the Wisconsin River and the effect this use would have on the natural beauty of the river. The safety concern pointed out in the DNR letter seems relevant. Any incident on the Zipline that would result in someone falling to the ground would be complicated if that person were to end up in the River. A water rescue could be more dangerous for the Zipline rider and for Emergency responders. As for the aesthetic concerns, given the amount of development around the bay, it would seem the larger aesthetic concern would be with the visibility of the Zipline from the more natural part of the River south of the power lines. The Site plan provided indicates the 60' tall Zipline take off tower will be located just north of the power lines. This office has not been able to actually measure the power poles on the Rivers edge, but the poles that come out into the parking lot towards the Parkway appear to be about 40 ft tall.

The applicant has submitted use and site plan applications for their entire operation. It would seem there is enough information for the committee to make a decision on both the use and site plans for most of these requests at this time. However, if the Planning Committee chooses to approve the Zipline use at this time, it may be prudent for them to again review the Site plan for the Zipline after it has been more fully engineered and designed. If so, the committee should provide some specific feedback to the applicant as to what would be an acceptable site plan. It would seem one of the concerns would be the effect the Zipline towers would have on views from the River south of the dam.

The applicant would sell limited items such as bug spray and suntan lotion from the ticket booth. It is assumed they applicant may at some time want to sell merchandise with the business name on it. However, the

applicant has stated that the ticket booth will not be used for any other retail sales. The applicant would like to install vending machines to sell water, soda, and pre-packaged snack foods.

The applicant intends to utilize the existing billboard signs just south of the storage shed. They also intend to install a new business sign on or near the container. If there is a desire to limit additional signage associated with the container, that should be clarified at this time.

Patrons would have access to utilize two (2) sets of public restrooms available in the Dockside Restaurant and in the Mexicali courtyard, which are located approximately 700 & 900 ft from the ticket booth and 250 & 500 ft from the boat dock respectively. Restroom facilities generally should be within 500 ft. As a seasonal business out of a somewhat temporary accessory structure it may be acceptable for the restrooms to be further away. There is the option to allow a portable restroom in the area, out of site from the public ROW. The applicant may like to place a portable restroom in the wooded area between the container and the Zipline take-off tower. The City has historically been against any seasonal use of portable restrooms.

The Zoning code does have standards that do not allow storage containers to be placed in a parking lot. The code defines storage containers as being *an enclosed metal container exceeding 90 cubic feet typically used to temporarily store merchandise*, rather than the occupied use being proposed.

As the applicant will be leasing space in a large unused parking lot, there are ample parking spaces available.

It is not uncommon for temporary type uses such as this to be approved for one-year. The applicant has stated that the container is a way to get their business off the ground, and they intend to invest in a more permanent structure in the future. Another option would be to approve the container for 3 years, and have the applicant come back at that time with a new plan for a more permanent development.

The **Design Review Committee** reviewed and approved the renderings of the Shipping Container and shed at their 08/09/17 meeting.

The applicant intends to bring additional photos and information to the meeting.

Due to the number of items being considered, the applicant has requested that each of the following items be identified separately:

1. Walk-up ticket sales from Mexicali booth
2. Boat dock
3. Garden shed (garage non-residential)
4. Container with walk-up ticket sales (not a permanent structure with washroom)
5. Zipline (outdoor recreation).

Any approval of these uses should carry the following contingency:

1. The applicant registers for sales tax in the City of Wisconsin Dells.
2. The applicant verifies the property taxes paid on all their structures.
3. The applicant does not expand the retail sales from the ticket booth.
4. The applicant obtains and remain current will any current or future DNR approvals.
5. The applicant obtains and remain current with any other required approvals and/or regulations.
6. Any new signage is approved by the DRC in their sole judgement.
7. The applicants cooperate with the City to address any concerns that may arise.

**Optional:** Approval for the temporary structures is for 1-3 years  
The Zip Line tower is not visible from the south

Prepared by: Chris Tollaksen

## Applicant's letter

### Proposed Use Description;

We are currently leasing an existing sales booth from Helland Food Group LLC located at 190 STH 13, Wis. Dells, WI. For kayak rentals on the Lower Dells. In conjunction with this business we are also lease parking, boat ramp usage and areas for kayak storage from Riverview Boat Co. Over the next few months we plan to build a zipline attraction on lands owned by River Boat Co. We are asking for conditional use approval on the items listed below and would like each to be considered individually by the appropriate boards required for approval.

1. We request to sell our attraction tickets from the existing sales booth from located at 190 STH 13 from the walk-up windows verses selling inside the booth.
2. We request to install a boat dock adjacent to the existing boat ramp. We currently beach our patrol/rescue boat in the sand next to the boat launch. We have completed the DNR Pier Planner paperwork and qualify to install dock with the city's approval.
3. We request to place an 8' x 20' garden shed to be used for various storage items in conjunction with the current kayak business and future zipline business if approved by the city.
4. We request to place an 8' x 40' office pod (shipping container) to be used for dressing /staging and walk-up window ticket sales.
5. We request to construct a 40' x 44' x 60' (H) zipline take-off tower and a 30' x 44' zipline landing deck.

# CONDITIONAL USE APPLICATION

Wisconsin Dells, Wisconsin

Version: May 21, 2007

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

**- Office Use Only -**

Initial application fee	\$525.00
Receipt number	61016
Application number	18-2012

**1. Applicant information**

Applicant name Jeffrey Beard and American Zipline Consultants, Greg Slayton  
Street address 1056 Trinklenn Tr  
City Baraboo  
State and zip code WI 53940  
Daytime telephone number 608-393-2526  
Fax number, if any \_\_\_\_\_  
E-mail, if any jjakebe@hotmail.com + gregwiswoods@hotmail.com

**2. Subject property information**

Street address	<u>Adjacent to 2370 Wis Dells Parkway + 190 state Hwy 13</u>
Parcel number	<u>291-0101-00000/291-0103-00000</u> <small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	<u>A Commercial</u>
Describe the current use	<u>Parking and existing boat ramp. Sign structures are in place</u>

**3. Proposed use.** Describe the proposed use.

Operate a Kayak and tube rental ticket sales and a retail ticket sales and staging/dressing area for a zipline business. In addition install necessary towers to provide a zipline over the Lower Dells bay. Also install a dock by existing boat ramp to launch kayaks and park our patrol boat. Limited retail items associated with both businesses would be sold as well. SEE ATTACHED DETAILS

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

8:00 AM - 7:00 PM Kayaks  
8:00 AM - 9:00 PM Zipline

No conditions that will affect surrounding properties



# CONDITIONAL USE APPLICATION

## Wisconsin Dells, Wisconsin

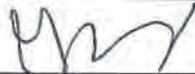
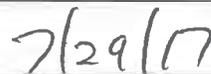
Version: May 21, 2007

--

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

### 8. Applicant certification

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

	
---	--

Applicant Signature

Date

<b>Governing Regulations</b>	The procedures and standards governing this application process are found in Chapter 19, Article 4, Division 6, of the City's Municipal Code.
------------------------------	---

### Reimbursement Agreement for Application Review Costs

#### A. Payment for Eligible Costs.

By submitting this application for review, the applicant agrees to pay all administrative costs incurred by the City in the processing, study, and review of the application including costs for planning, legal, engineering, and related services, referred to herein as eligible costs.

#### B. Guarantee of Payment.

To guarantee reimbursement, the applicant shall submit one of the following along with this application:

1. an irrevocable letter of credit in the name of the City in an amount as set by the zoning administrator; or
2. a cash deposit in an amount as set by the zoning administrator.

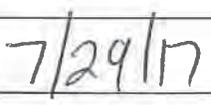
If a cash deposit is used to guarantee reimbursement, the City will periodically deduct from the cash account such amounts necessary to pay for eligible costs and submit a written statement to the applicant. If a letter of credit is used, the applicant agrees to pay such amounts as invoiced within 7 days of the invoice date. An interest rate of 1½ percent shall be charged on invoices not paid within 30 days of the invoice date. The City shall access the letter of credit to pay for overdue invoices, including late penalty charges, and submit a written notice to the applicant.

If remaining monies in the cash account are insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to deposit additional monies into the cash account in an amount as set by the zoning administrator. If the principal amount of the irrevocable letter of credit is insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to submit a second letter of credit in an amount as set by the zoning administrator. The applicant may withdraw this application prior to final action by the City Council by submitting a written letter to the City. Upon such notice, the City shall cease all work related to the review of the application. However, withdrawal of this application does not terminate this reimbursement agreement.

If the applicant does not pay for eligible costs, the City Clerk/Treasurer shall add the outstanding balance to the tax roll as a special assessment against the subject property. In addition, the City may pursue other legal means to obtain the outstanding balance as allowed by law.

#### C. Termination of Guarantee.

If a cash deposit is used to guarantee reimbursement, the City agrees to reimburse the applicant any unused monies in the cash account, including earned interest, within 60 days of the date when the City Council takes final action on the application. If a letter of credit is used, the City shall send a written letter to the applicant releasing the applicant from the letter of credit when all outstanding invoices have been paid.

	
---	--

Applicant Signature

Date

# CONDITIONAL USE APPLICATION

## Wisconsin Dells, Wisconsin

Version: May 21, 2007

### Project Map Checklist

Project Information	Included ?
Project name (e.g., business name, subdivision name)	<input type="checkbox"/>
Applicant name	<input type="checkbox"/>
Preparation date	<input type="checkbox"/>
Survey Information	
North arrow and graphic scale	<input type="checkbox"/>
Address of subject parcel or legal description	<input type="checkbox"/>
Property boundaries	<input type="checkbox"/>
Acreage of subject parcel	<input type="checkbox"/>
Project Development Information	
Easements/rights-of-ways (location, width, purpose, ownership)	<input type="checkbox"/>
Common areas/conservancy areas (location, purpose, ownership)	<input type="checkbox"/>
Setting	
Property boundaries within 50' of the subject parcel	<input type="checkbox"/>
Land uses within 50' of the subject parcel	<input type="checkbox"/>
Zoning district boundaries within 50' of the subject parcel	<input type="checkbox"/>
Municipal boundaries within 50' of the subject parcel	<input type="checkbox"/>

Site Features (Existing and Proposed)	Included ?
Wetlands	<input type="checkbox"/>
Woodlands	<input type="checkbox"/>
Wildlife habitat, including critical wildlife habitat	<input type="checkbox"/>
Environmentally sensitive features	<input type="checkbox"/>
Water resources (rivers, ponds, etc.)	<input type="checkbox"/>
Floodplain boundaries	<input type="checkbox"/>
Environmental and man-made hazards including brownfields, contaminated sites, unstable soils, high groundwater, bedrock, high-pressure natural gas lines, and others as appropriate	<input type="checkbox"/>
Fences, buffers, and berms	<input type="checkbox"/>
Existing trees and other prominent vegetation	<input type="checkbox"/>
Transportation Facilities (Existing and Proposed)	
Streets	<input type="checkbox"/>
Driveways and road access onto public and private roads	<input type="checkbox"/>
Sidewalks / trails	<input type="checkbox"/>
Buildings / Structures (footprint, use, etc.)	
Existing and proposed within subject parcel	<input type="checkbox"/>
Existing within 50' of subject parcel	<input type="checkbox"/>

# SITE PLAN APPLICATION

## Wisconsin Dells, Wisconsin

Version: February 27, 2008

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

- Office Use Only -

Initial application fee	
Receipt number	
Application number	

**1. Applicant information**

Applicant name Wis River Kayak and Tube Rentals, Jeffrey Beard and American Zipline Consultants, Greg Slayton

Street address 190 State Highway 13

City Wisconsin Dells

State and zip code WI, 53965

Daytime telephone number 608-393-2526

Fax number, if any \_\_\_\_\_

E-mail, if any jjakeb@hotmail.com  
gregwiswoods@hotmail.com

**2. Subject property information**

Street address	<u>Adjacent to 2370 Wis Dells Parkway + 190 STH 13</u>	
Parcel number	<u>291-0103-0000 291-0101-00000</u>	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)	<u>A. Commercial</u>	
Describe the current use	<u>Parking and existing boat launch. Sign structures are in place</u>	

**3. Proposed use. Describe the proposed use.**

Requesting approval for a 8'x40' office pod unit. CONTAINER UNIT w/WINDOW SALES

Take off tower for zipline 40'x44'x60'(H)

Landing deck for zipline 30'x44' above flood plane and inside ordinary high water mark

Boat dock by existing boat ramp for launching kayaks and docking our patrol boat

INSTALL 8'x20' GARDEN SHOP

WINDOW SALES FROM EXISTING TICKET BOOTH

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

8:00am-7:00pm Kayaks

8:00am-10:00pm Zipline

No conditions

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

Site Plan



Wisconsin River

- A=Landing Deck
- B=Take-Off Tower
- C=Garden Shed
- D=Container Unit
- E=Boat Dock
- F=Existing Ticket Booth

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



July 14, 2017

Mr. Jake Beard  
Mr. Greg Slayton  
PO Box 1  
Lake Delton, WI 53940

Subject: Zip Line across the Wisconsin River

Dear Mr. Beard and Mr. Slayton:

I am writing per your request from our phone conversation yesterday afternoon. It was my pleasure speaking with you, as we discussed your proposed zip-line activity over the Wisconsin River on property owned by Riverview Boat Company. I have seen the map of your proposed project.

To reiterate our conversation, the Wisconsin Department of Natural Resources (Department) does not require a permit for the activity we understand you are proposing. However, the Department would like to express concerns that relate to the public interest and safety for this project. Safety concerns are high in the area near the Kilbourn Dam. Water currents in this area are swift with hydraulics that pull people to the bottom, even wearing life jackets. Water rescues in this area are very risky and dangerous with this type of water action. We understand that you will be using techniques to address safety concerns, however we also understand there may be incidents that threaten public safety.

The Wisconsin Public Trust Doctrine requires the state to intervene to protect public rights in commercial or recreational use of navigable waters. The public interest includes the protection of public rights to water quality and quantity, recreational activities and scenic beauty or aesthetics. The Department charged with this responsibility can do so by permits, court action and authorizing zoning ordinances. Your proposed activity will involve wires and landings on the banks and over the Wisconsin River. The Wisconsin River has attracted visitors to this area to appreciate the Dells which are naturally occurring in the river. While land use planning and aesthetic values can be balanced, natural scenic beauty and aesthetics have been consistently considered the most important value to the public. While we recognize the dam and commercial buildings exist in the area of this proposed project, we also need to consider the cumulative impacts of such activities as this will continue to erode the Dells natural aesthetics.

Thank you for the opportunity to comment on your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'JD Smith'.

JD Smith  
Acting Secretary's Director- South Central Wisconsin

Cc: City of Wisconsin Dells

Revised  
June 30, 2017

**Real Estate License Agreement  
(Town of Delton - Wisconsin River Kayak Rentals)**

This Real Estate License Agreement is by and between the Town of Delton, a Wisconsin Municipal Corporation (hereinafter Delton) and Greg Slayton and Jake Beard doing business as Wisconsin River Kayak Rentals (hereinafter Slayton/Beard).

**RECITALS**

- A. Delton owns the following described real estate in the Town of Delton, Sauk County, Wisconsin: Tax Parcel Number 008-0732-00000, the subject premises.
- B. The subject premises is the location of a Town facility known as Indian Trails Boat Landing.
- C. Slayton/Beard will operate a commercial kayak rental business on the lower dells of the Wisconsin River.
- D. Slayton/Beard will use the Town's boat landing as the downstream landing and termination point as follows: approximately 20 kayaks sporadically each day; 3 pick-ups daily (average 2-6 kayaks) with one vehicle and trailer between the hours of 11:00 a.m. and 7:00 p.m.
- E. The Town has agreed to the temporary use of the public Indian Trails Boat Landing for private commercial purposes subject to the provisions of this agreement.

**AGREEMENT**

- 1. **Grant of License.** Town grants Slayton/Beard a non-exclusive revocable license to use the Indian Trails Boat Landing in connection with their kayak rental business.
- 2. **Term.** The term of this agreement shall be July 1, 2017 through October 31, 2017 except that the Town may terminate this agreement at any time for any reason in its sole discretion that the public interest requires termination.

3. Permitted Use.

- a. Slayton/Beard may use the property as provided in Recital D above for the purposes of landing kayaks and kayakers and loading equipment and persons for transport. The boat ramp on the premises shall not be used in connection with the business operation.
- b. Except in an emergency, Slayton/Beard may not use or occupy other property in Delton in connection with their business.

4. No Town Liability.

- a. Town shall have no responsibility or liability for the care, maintenance and/or repair of the subject premises for use in connection with the Slayton/Beard business activity.
- b. Slayton/Beard shall be responsible for all costs and expenses associated with their non-exclusive use of the subject premises including, without limitation, disposal and removal of all waste, trash and refuse associated with their business. Slayton/Beard shall not install or maintain any permanent or temporary equipment, fixtures or other appurtenances on the subject premises.
- c. Slayton/Beard and their customers will use and occupy the subject premises in their "as-is, where-is" condition. Delton makes no express or implied representations or warranties regarding the condition of the property or its suitability for its use by Slayton/Beard.

5. No Vested Rights. This is a non-exclusive use granted by the Town and does not create or confer upon Slayton/Beard any vested property rights.

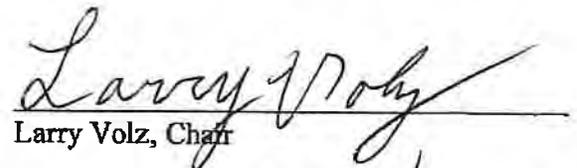
6. No Assignment. This agreement may not be assigned or transferred without the Town's consent.

7. Insurance.
- a. Slayton/Beard will carry, at their own cost and expense, the following insurance: (i) worker's compensation insurance as required by law; (ii) commercial general liability (CGL) insurance with respect to their activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000.00), per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage.
  - b. Slayton/Beard's CGL insurance shall be issued by an insurer authorized to issue CGL insurance policies in the State of Wisconsin and shall contain a provision including Delton as an additional insured.
  - c. Slayton/Beard shall file with Delton a Certificate of Insurance signed by the insurer's representative evidencing the required coverage. The evidence shall include an additional insured endorsement.
8. Indemnification. Except for the negligent acts or willful misconduct of Delton's agents or employees, Slayton/Beard agree to indemnify, defend, and hold harmless Delton and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by Delton or for which Delton may be held liable, which arise from the negligence, willful misconduct, or other fault of Slayton/Beard or its employees, agents, or subcontractors in the performance of this Agreement.
9. Administrative Expenses. Slayton/Beard shall pay Delton's reasonable administrative and legal fees and expenses related to this agreement in the amount of \$500.00 to be paid within 30 days of the complete execution of this agreement.
10. No Relationship. The parties do not intend that any agency or partnership relationship be created between them by this agreement and neither party is nor will either party purport to be an agent of the other party.
11. Modification. This agreement may be modified or amended only in writing executed by both of the parties.

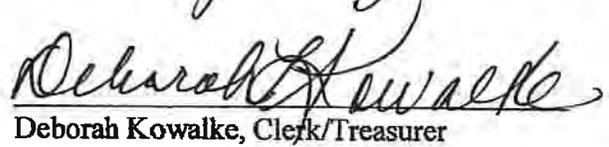
12. No Waiver. No waiver or release of any provision of this agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted.

**Town of Delton**

Dated: 07-07-17

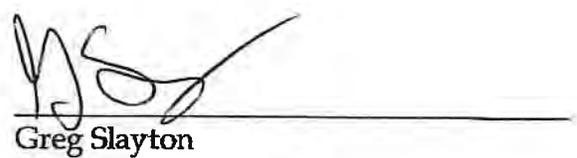
  
Larry Volz, Chair

Dated: 07-07-17

  
Deborah Kowalke, Clerk/Treasurer

**Wisconsin River Kayak Rentals**

Dated: 7/13/17

  
Greg Slayton

Dated: 7/13/17

  
Jake Beard

Items 4 & 6  
Use request 1



Items 4 & 6  
Use request 2

# Boat Dock



Items 4 & 6

Use request 3



**8' x 20' Garden Shed**  
**Kayak & Zipline storage item**

Items 4 & 6  
Use request 4





DELTA BOAT TOURS

TRAMPOLINE  
KNOW  
HEAD

Items 4 & 6  
Use request 3&4



Items 4 & 6

Use request 5



Items 4 & 6  
Use request 5

# Landing Deck Area



Items 4 & 6  
Additional photos







**City of Wisconsin Dells**  
**Office of City Attorney**

---

110 Main Street  
Post Office Box 231  
Reedsburg, Wisconsin 53959-0231

Telephone (608) 524-8231  
Facsimile (608) 524-4766

August 4, 2017

Douglas and Jodene Fisher  
4191 9<sup>th</sup> Avenue  
Wisconsin Dells, WI 53965

Jason Hallowell  
4182 9<sup>th</sup> Avenue  
Wisconsin Dells, WI 53965

Amber McFall  
895 S. Grouse  
Wisconsin Dells, WI 53965

Chris VanderBloomen  
Dells Land and Cattle Company LLC  
P.O. Box 472  
Brookfield, WI 53008

*Re: Woodside Sports Complex*

Dear Mr. and Mrs. Fisher, Mr. Hallowell, Ms. McFall and Ms. VanderBloomen:

Enclosed is the Memorandum of our July 28, 2017 Woodside roundtable discussion which I will share with Woodside.

Very truly yours,



Joseph J. Hasler  
Assistant City Attorney

JJH/ka

Enclosure

cc: Dave Liefer  
Chris Tollaksen  
Brian Landers  
Perry Mayer  
Chris Lechnir

# City of Wisconsin Dells

## Office of City Attorney

---

110 Main Street  
Post Office Box 231  
Reedsburg, Wisconsin 53959-0231

Telephone (608) 524-8231  
Facsimile (608) 524-4766

### Memorandum

To: Woodside File  
From: Joseph J. Hasler  
Date: August 1, 2017  
Re: July 28, 2017 "Roundtable" discussion

The meeting convened at approximately 9:30 a.m.

The following Wisconsin Dells  
representatives were present:

Joe Hasler  
Dave Liefer  
Chris Tollaksen  
Brian Landers  
Perry Mayer

The following neighbors attended:

Doug and Jody Fisher  
Jason Hallowell  
Amber McFall, 895 South Grouse  
Chris VanderBloomen, Dells Land & Cattle,  
Brookfield

Jody Fisher said there has been "significant improvement since the June 14, 2017 City Plan Commission meeting". Concession area music has not been audible since then. That was the major irritant and it has stopped. Can it be made permanent? It seems this specific noise, not crowd, vehicle or other, is the major issue.

Concern was expressed that the promised and required privacy screening is not timely installed. It should be in place before Woodside opens for operations in the spring.

Internal fencing appears to adequately keep lacrosse and soccer balls from leaving the fields of play. Periphery fencing should be as effective to prevent balls from leaving the venue.

Would it be possible or practical to install noise barriers to reduce the off-site effects of crowd noise?

Use of the facility for non-athletic event, such as music concerts, was discussed. That does not appear to be an immediate possibility and if it is proposed will require City approvals which will include notices to neighbors.

Motor vehicle traffic speeds and litter on 9<sup>th</sup> avenue were discussed. There are enforcement issues that may relate more to locals than visitors.

Does Woodside have policies regarding the use of noise producing devices by participants and patrons. If so, what are they and how are they disclosed and enforced? If not, can and should a policy be crafted and implemented.

The meeting adjourned at approximately 10:30 a.m. with the understanding these comments will be shared with Woodside.