

COMMON COUNCIL MEETING
CITY OF WISCONSIN DELLS
September 19, 2022

Mayor Wojnicz called the meeting to order at 6:42PM. Notice of the meeting was provided to the *Dells Events*, WNNO Radio, and posted in accordance with State Statutes.

1. Present: First District Ald. Jesse DeFosse & Ald. Brian Holzem, Second District Ald. Mike Freel & Ald. Terry Marshall, Third District Ald. Ben Anderson & Ald. Dan Anchor
Others: City Admin Coordinator/Financial Director Karen Terry, Clerk/Treasurer Sarah Brown, Police Chief Nicholas Brinker, City Attorney Joseph Hasler, John Gittings of the Dells Events, Botond Bartha, Adam & Rich Makowski, Mike Kaminski, representative from Pals Brewing
2. Pledge of Allegiance was said.
3. Motion by Ald. Holzem seconded by Ald. Marshall to approve the following consent agenda item: a. August 15, 2022 Common Council meeting minutes; b. Schedule of Bills Payable dated September 19, 2022. Motion carried unanimously.
4. Lori McDonough of 501 Capital spoke as a citizen for non-agenda items, requesting that the Council discuss the Privilege Agreement she had last year to put arches over the sidewalk and decorate them for Halloween and Christmas. Mayor Wojnicz and Attorney Hasler explained that the Agreement was only good for last year, and would have to be revisited and reviewed by Public Works and Council in October.
5. Mayor Wojnicz signed a Proclamation recognizing October as Fire Prevention Month, and October 9-15 as Fire Week.
6. Motion by Ald. Freel seconded by Ald. Anchor to approve the application for a Temporary Class “B” Beer license submitted by Saint Cecilia’s Parish for the Three Kings Christmas Market on November 26, 2022. Motion carried unanimously.
7. Motion by Ald. Freel seconded by Ald. Holzem to approve the application for an Overnight Lodging License submitted by Botond Bartha at 1129 River Rd #304 (Zoned Commercial). Motion carried unanimously.
8. Motion by Ald. Anchor seconded by Ald. Marshall to approve the application for an Original Cigarette & Tobacco Products License submitted by Dolgencorp LLC at 1305 Deerwood Trail for the licensing period of September 20, 2022, through June 30, 2023. Motion carried unanimously.
9. Ald. DeFosse introduced and moved for adoption **RESOLUTION NO. 5398**. This Mutual Aid Agreement (“Agreement”) is entered into this 19th day of September, 2022, by the

Agencies listed on Attachment A (“Agencies”). By signing below, the Agencies represent that they have been authorized by their respective governing bodies to enter into this Agreement and that they and their respective governing bodies agree to be bound by the terms contained herein. WHEREAS, emergency situations arise requiring the response of firefighting and Emergency Medical Services (“EMS”) personnel and equipment which may require assistance beyond that available from an agency’s own resources; WHEREAS, the resources and personnel employed by the Agencies could be requested to assist in dealing with such situations; and WHEREAS, the parties recognize that timely and effective responses to emergency situations can be enhanced by the establishment of mutual aid protocol by the Agencies to create a pool of potential equipment and personnel; and WHEREAS, the parties have authority to enter into this Agreement pursuant to Wis. Stat. §§, 66.0301, 66.03125, 66.0313, and 66.0314; NOW THEREFORE, in consideration of the mutual covenants and compacts hereinafter set forth, the Agencies agree as follows: 1. **Other Agreements:** This Agreement shall not supersede existing mutual aid agreements, such as the law enforcement Suburban Mutual Assistance Response Team (SMART), the fire service Mutual Aid Box Alarm System (MABAS) agreements, or other inter-governmental mutual aid agreements, except for the Sauk County Fire Department Mutual Aid Agreement which is superseded by this Agreement with respect to the Agencies. Where no agreement exists, or current agreement language does not adequately address a local need for fire and/or EMS assistance, this Agreement shall control. In any case involving conflict between this agreement and an existing agreement, the existing agreement shall control unless specific language exists to resolve the conflict in a different manner; 2. **Term:** The initial term of this Agreement shall run from the date set forth above until December 31 of that year. This Agreement shall automatically be renewed each successive January 1 on a year-to-year basis. Any Agency may terminate its participation under this Agreement by providing all other Agencies written notice on or before October 1 of its intent to terminate participation in the Agreement as of the end of that calendar year; 3. **Request of Assistance:** Any Agency may request assistance under this Agreement (“requesting Agency”) from any of the Agencies (“responding Agency”). Each Agency will provide to the other Agency the name(s), telephone numbers, and emergency telephone number(s) of personnel authorized to request and receive a request for assistance. When requesting assistance, the requesting Agency shall specify, to the extent practicable under the circumstances: a. The reason assistance is needed, and if assistance is needed for an emergency, the nature of the emergency; b. The assistance requested (including equipment, material and estimates of hours of labor needed); c. An estimate of the length of time such assistance may be required, and estimated time to return material; and c. The site where the assistance should be rendered. An Agency which receives a request for assistance has the sole discretion to determine whether and the extent to which assistance will be provided in response to the request. In situations where an Agency is unable to furnish the requested assistance, that Agency will notify the requesting Agency as soon as practicable that assistance will not be rendered. A responding Agency shall have the authority to recall its personnel and/or equipment from the requesting Agency upon direct notice to the person(s) in authority for the requesting Agency. An Agency that does not provide assistance pursuant to a request or subsequently withdraws it personnel and/or equipment from the

emergency, shall not be liable for any damages to the other Agencies or any third party.

1. **Employment Status:** Employees of responding Agencies will, while providing assistance, continue to be employees of their Agency and will at no time and for no purpose be deemed employees of any other Agency. The wages, hours, and other terms and conditions of employment applicable to those employees providing assistance will be those of their employing Agency. Each Agency shall provide the same wages or salary and employment benefits to their respective employees or volunteers who are assigned to render assistance under this Agreement as that employee or volunteer would receive if on duty within the jurisdictional limits of their Agency.

2. **Command Structure:** Responding personnel will operate under the established command structure of the requesting Agency. The requesting Agency shall be in total command of the employees and/or equipment provided by the responding Agency; however, whenever it is practical, such commands or orders for the use of the requested personnel and/or equipment shall be made by the requesting Agency through the person(s) in charge of the responding Agency's personnel and/or equipment.

3. **Use of Personnel/Equipment:** A responding Agency's personnel and equipment shall be used in the capacity for which they are intended and shall not be held in "stand by" capacity unless agreed to by the requesting and requested Agency. If personnel and/or equipment are not needed, they will be excused from the scene.

4. **Time of Service:** The rendering of assistance by a responding Agency will commence when the transportation of employees and/or equipment to the requesting Agency begins and terminates when the transportation of such employees and/or equipment back to requested Agency has been completed.

5. **Insurance:** During the term of this Agreement, each Agency shall maintain the following General Liability Insurance coverage: \$1,000,000 bodily injury and \$1,000,000 property damage. Immediately upon execution of this Agreement, each Agency shall provide the other Agencies with a certificate evidencing such insurance. If any Agency receives notification of cancellation of such policy, that Agency shall immediately notify all other Agencies and the County Office of Emergency Management of such notice. If any Agency has its policy cancelled, each of the other Agencies may, by written notice, terminate the participation under this Agreement of that Agency.

6. **Indemnification:** The requesting Agency will indemnify and hold harmless the responding Agency from and against any and all liability for loss, damage, cost, expense, fines or penalties which the responding Agency may suffer by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with the provision of assistance by the responding Agency under this Agreement whether or not due in whole or in part to any act, omission or negligence of the responding Agency. The indemnification and hold harmless provisions of this section, however, do not obligate the requesting Agency to indemnify or hold harmless the responding Agency from liability, loss, cost, damage, expense, fines or penalties arising out of willful misconduct on the part of the responding Agency or its employees, or service interruption or other occurrence in the responding Agency's service area as a result of the lack of availability of employees or equipment furnished to requesting Agency. In the event of bodily injury, including death, to any employee of the responding Agency, or in the event of damage to or destruction of any property of the responding Agency for which the requesting Agency must indemnify, the requesting

Agency will indemnify the responding Agency as follows: When any loss of the nature described above occurs and it is covered by insurance carried by the responding Agency, the requesting Agency and/or Community will make reimbursements to the extent such losses increase the responding Agency's insurance costs, whether such increase in costs occur in the form of an increase in premiums, or in the form of a reduction in dividends or premium refunds, or both, such reimbursement to be for a reasonable period agreed to between requesting and the responding Agencies, but not to exceed two (2) years from the date of such increase or reduction; When any loss of the nature described above occurs and it is not covered by insurance carried by the responding Agency, including any retention or deductible amounts, the requesting Agency shall make reimbursement to the extent of claims or benefits actually paid or losses sustained by the responding Agency, including the reasonable costs of litigation. The requesting Agency has the right to control any claims, litigation, and settlement thereof. Nothing in this section constitutes a waiver by either the requesting or responding Agency of any of the provisions of Wis. Stat. §893.80, any other law providing liability protection to the Agencies or its employee, and/or any insurance policy limitations. This Agreement does it constitute an agreement to pay any form or type of damages not otherwise payable. Nothing in this section shall be construed to confer any rights, benefits or obligations on any person or entity not a party to this Agreement. 1. **Discrimination:** No party operating under the terms of this Agreement shall discriminate against any individual because of race, color, religion, sex, age, sexual preference/orientation, marital status, citizen status, national origin or ancestry, disability, status as a veteran of the Vietnam era, or any other legally protected status in any manner, prohibited by the laws of the State of Wisconsin or the United States. 2. **Reimbursement of Costs:** A responding Agency shall not seek reimbursement of the expenses it incurs in responding to a request under this Agreement for the first forty-eight (48) hours of assistance provided to the requesting Agency on a per incident basis, unless other agreements supersede this Agreement. It is the responsibility of the requesting Agency to specifically invoke this agreement when the request is made. However, charges for assistance provided within forty-eight (48) hours per incident may be recoverable if such charges are reimbursable from third-parties, insurers, responsible parties or State and Federal disaster assistance funds. A requesting Agency shall reimburse a responding Agency for expenses incurred by the latter for any assistance provided beyond forty-eight (48) hours per incident as follows: Wages and benefits paid to employees for paid time spent in responding to a request, including travel to and from such service area. The responding Agency will provide appropriate documentation of the employees' time and the basis for the charges; Reasonable expenses for food, lodging, and personal expenses when related to the request for service; Charges and rates internally used by responding Agency for the use of transportation equipment and other requested equipment; and If the requesting Agency uses a responding Agency's equipment pursuant to a request and the equipment requires maintenance or repairs caused by or resulting from such use, the requesting Agency reimburse the responding Agency for the expense of any repairs and/or maintenance required for the equipment; however, the responding Agency will bear the cost of normal repairs and maintenance of equipment used or expended while rendering assistance under this Agreement. All charges will be paid by the requesting Agency within thirty (30) calendar days after receiving an itemized invoice for such charges. **General Terms:**

Survival: The terms and conditions of this Compact shall survive completion of the services under this Agreement or its termination. **Waiver:** A waiver by any party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. **Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the provision held to be void. The Agencies further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void. **Integration:** This Agreement represents the entire agreement between the parties. **Assignment:** No Agency shall assign any rights or duties under the Agreement without the prior written consent of the other parties. Unless otherwise stated in written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the Agreement. **No Construction Against Any Party:** This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel. **Multiple Originals:** This Agreement may be executed in multiple originals, each of which together shall constitute a single agreement. Each Agency shall provide two (2) signature pages with original signatures. The originating Agency shall retain one copy and the second copy shall be filed with the Sauk County Office of Emergency Management. The Sauk County Office of Emergency Management shall provide each participating Agency's Chief/Director with electronic copies of the signature pages for each of the other participating agencies in portable document format (pdf) or similar data standard. The signature pages shall be considered an attachment to this agreement. **Captions:** The parties agree that in the captions in this Agreement are used for convenience only and shall not be used in interpreting or construing this Agreement. **No Partnership or Joint Venture:** This Agreement shall not in any way be deemed to create a partnership or joint venture between the Agencies. This Agreement does not create a separate legal entity with power to bind any of the Agencies or to sue or be sued. **Statutory Protections:** It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the parties of any immunity, liability limitation or other protection available to them under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court or competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Agency shall apply, unless the Agency elects otherwise. **Compliance with Laws:** The Agencies agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws. **Governing Law.** This Agreement is governed by the laws of the State of Wisconsin as such laws and regulations currently exist and may hereafter be amended. Ald. Anchor seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.

10. Ald. Marshall introduced and moved for adoption **RESOLUTION NO. 5399**. WHEREAS, Columbia, Sauk, Adams, and Juneau County Boards levy a County Library Tax; and WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provide that such units of government which levy a tax for public library services and expend an amount for a library fund as defined by s. 43.52(1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of property in the city for the current year, may apply for exemption from this tax; and WHEREAS, The City of Wisconsin Dells does levy a library tax in excess of the amount calculated in accordance with 43.64(2)(b); NOW THEREFORE BE RESOLVED that the City of Wisconsin Dells, in Columbia, Sauk, Adams and Juneau Counties, Wisconsin, be EXEMPT from the payment of any county library tax as provided in Section 43.64(2)(b) inasmuch as it will expend for its own library fund for 2020 an amount in excess of that amount calculated in accordance with 43.64(2)(b). Exemption from the payment of said county library tax shall not preclude the City of Wisconsin Dells' participation in county library services in all other respects; BE IT FURTHER RESOLVED, that confirmed copies of this Resolution shall be forwarded by the City Clerk to the Columbia, Sauk, Adams and Juneau County Clerks and the appropriate public libraries. Ald. Holzem seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
11. Ald. Holzem introduced and moved for adoption **RESOLUTION NO. 5400**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of Finance Committee from their September 19, 2022 meeting; IT APPROVES the 2022 Audit Engagement Letter with Johnson-Block. Ald. Marshall seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
12. Ald. Anderson introduced and moved for adoption **RESOLUTION NO. 5401**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of Finance Committee from their closed session meeting on September 19, 2022; IT APPROVES the use of the River Arts District Funds escrow account as described in #7 of the "Soul of the River" Gallery Supplement to 2003 Riverwalk Easement Agreement" for the "Soul of the River" Gallery project. Ald. Marshall seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
13. Ald. Freel introduced and moved for adoption **RESOLUTION NO. 5402**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the City Plan Commission from their August 18, 2022 meeting; IT APPROVES the Conditional Use Permit to Botond Bartha to allow Overnight Lodging/Tourist Rooming House at 1129 River Rd #202, with the following contingencies: 1) The building inspector ensures there are no code or safety issues with the house; 2) The applicant obtains and remains current with a State of Wisconsin ATCP Tourist Rooming House License; 3) The overnight rental of the house will be subject to Premier Resort Tax & Room Tax. The applicant is responsible for providing clear accounting of the rental of this property; 4) Any nuisances are addressed to the satisfaction of the City, including but not limited to noise, maintenance, and parking. Failure to address nuisances to the City's satisfaction can cause this permit to be revoked; 5) Applicant submits a letter of approval for the overnight lodging use from the Sunset Cove Owners' Association Board; 6) Applicant

abide by the following restrictions :a) Owner provides current, local, primary contact information to the Police Department and Zoning Office; b) Renters sign an agreement not to cause excessive noise, not to trespass on neighboring property, and not to cause any other nuisance; c) This permit is non-transferrable and any new owner or operator of the property must obtain a new Overnight Lodging Conditional Use Permit; d) Maximum occupancy of the rental house is 4 people. Ald. Holzem seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.

14. Ald. Freel introduced and moved for adoption **RESOLUTION NO. 5403**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the City Plan Commission from their August 18, 2022 meeting; IT APPROVES the Site Plan and Conditional Update Permit Applications submitted by Steve Uphoff to allow a resort on Sauk County Tax Parcels 291-0116 and 291-0117-2, located at 450 State Road 13. There will be 30-50 individual tourist rooming house units, an event venue, reception center, and a pedestrian network that will include multiple bridge crossings of Hulbert Creek. As recommended in the Staff Report for Plan Commission at the August 18, 2022 meeting, the Conditional Use Permit shall have the following contingencies: 1) The developer takes control of the property; 2) Any resulting traffic flow issues are addressed immediately; 3)The Site Plan obtains final approval from City Staff. As recommended in the Staff Report for Plan Commission at the August 18, 2022 meeting, the Site Plan shall have the following contingencies: 1) Applicant owns all portions of the parcels included in this Site Plan; 2) Consideration for potential need for a backage road behind the Kwik Trip to alleviate traffic flow issues that may occur due to the parking lot serving the northeast guest accommodations behind IHOP; 3) Fire Department review and approval; 4) FEMA, WI-DNR and City approval and permitting of activity in Floodplain and Wetland areas of Hulbert Creek. Ald. DeFosse seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
15. Ald. Freel introduced and moved for adoption **RESOLUTION NO. 5404**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the City Plan Commission from their September 12, 2022 meeting; IT APPROVES the Site Plan submitted by Dells Resorts to allow a porte cochere and cold storage ramp addition on Columbia County Tax Parcel 11291-458, located at 1015 River Rd. Ald. Marshall seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
16. Ald. Marshall introduced and moved for adoption **RESOLUTION NO. 5405**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the Public Works Committee from their September 12, 2022 meeting and the Finance Committee from their September 19, 2022 meeting; IT APPROVES the proposal submitted by Johnson Block for a water rate case study. Ald. Holzem seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
17. Ald. Freel introduced and moved for adoption **RESOLUTION NO. 5406**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the Public Works Committee from their September 12, 2022 meeting and the Finance

Committee from their September 19, 2022 meeting; IT APPROVES the proposal submitted by Johnson Block for a water rate case study. Ald. Marshall seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.

18. Ald. Holzem introduced and moved for adoption **RESOLUTION NO. 5407**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the Finance Committee from their September 19, 2022 meeting; IT APPROVES the Key Benefit Concepts subsequent "Other Post-Employment Benefits" valuation. Ald. Freel seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
19. Ald. Holzem introduced and moved for adoption **RESOLUTION NO. 5408**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the Finance Committee from their closed session September 19, 2022 meeting; IT APPROVES the concept of the Developer's Agreement with Pals Restaurant and Micro-brewery contingent upon final review. Ald. Freel seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
20. Ald. Freel introduced and moved for adoption **RESOLUTION NO. 5409**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the Finance Committee from their closed session September 19, 2022 meeting; IT APPROVES the concept of the Developer's Agreement with AmericInn Hotel contingent upon final review. Ald. Anderson seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
21. Ald. Marshall introduced and moved for adoption **RESOLUTION NO. 5410**. BE IT HEREBY RESOLVED by the City of Wisconsin Dells, that based upon the recommendation of the Finance Committee from their closed session September 19, 2022 meeting; IT APPROVES the concept of the Developer Agreement with Lower Dells Adventures LLC contingent upon final review. Ald. Freel seconded the motion. Upon roll call vote the motion carried 6-0. Resolution adopted.
22. Ald. Holzem introduced and moved for adoption first reading of the following Ordinance:

ORDINANCE NO. A-886

(Possession/Sale/Manufacturing of Certain Weapons Prohibited)

The City of Wisconsin Dells, Adams, Columbia, Juneau and Sauk Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE

The purpose of this ordinance is to remove restrictions on the possession, sale or manufacturing of certain weapons, such as Nunchuks and Throwing Stars.

SECTION II: CODE SECTION REPEALED

Wisconsin Dells Code Sec. 18.05(3) is repealed.

SECTION III: PROVISIONS AS AMENDED:

~~18.05(3) Possession/Sale/Manufacture of Certain Weapons Prohibited.~~

~~(a) — No person shall sell, manufacture, purchase, possess or carry a "Nunchuk" (also called a "Nunchaku"), a "cestus," a "manriki gusari," or a "Sucbai" (also called a "Ticuu") or similar weapons within the City of Wisconsin Dells.~~

~~(b) — Definitions. For the purpose of this Section, the following definitions shall apply:~~

~~(i) "Cestus" means an instrument worn on the hand and weighted with metal or other substance.~~

~~(ii) "Manriki gusari" means an instrument consisting of a length of chain or other material with a weight attached to each end.~~

~~(iii) "Nunchuk" or "Nunchaku" means an instrument consisting of two (2) or more sticks, clubs or rods connected by a rope, cord, wire or chain.~~

~~(iv) "Sucbai" or "Ticuu" means a short length of wood or metal or similar material which when gripped in the hand protrudes on either side of the fist. Such prohibited instrument may or may not have spikes or short pointed protrusions from either end.~~

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 18.

Ald. Marshall seconded the motion. Upon roll call vote the motion carried 6-0. Second reading will take place October 17, 2022.

23. Ald. Freel introduced and moved for adoption first reading of the following Ordinance:

ORDINANCE NO. 887
(Chronic Nuisance Premises)

The City of Wisconsin Dells, Adams, Columbia, Juneau and Sauk Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE

This ordinance modifies the “Chronic Nuisance Premises” ordinance. It:

- a. broadly defines nuisance activity to include all violations of state law and local codes rather than specified state and local standards.
- b. augments Chief of Police discretion to define and provide notice of noteworthy nuisance activities.

These changes are recommended by Building Inspector and Code Enforcement Officer.

SECTION II: CODE SECTIONS REPEALED AND CREATED

Wisconsin Dells Code Sec. 17.10(2)(d) is repealed and recreated.

Wisconsin Dells Code Sec. 17.10(3)(b) is repealed and recreated.

Wisconsin Dells Code Secs. 17.10(3)(b) and (c) are renumbered (c) and (d)

Wisconsin Dells Code Sec. 17.10(3)(h) is created.

SECTION III: PROVISIONS AS AMENDED:

17.10(2)

- (d) Nuisance Activity. Includes any of the following activities, behaviors, or conduct occurring on a premises, including but not limited to:
 1. Violation of any Wisconsin Statutes which may result in criminal penalties.
 2. Violations of the City of Wisconsin Dells Municipal Code and Ordinances.
 3. Violations of any applicable Wisconsin Administrative Code.

17.10(3)

- (b) The Chief may also provide notice in the following circumstances:
 1. One (1) enforcement action (incident) resulting in felony charges being referred to the Courts for crimes against persons, for Wis. Stat. Ch. 961 offenses, or any human trafficking violations.
 2. One (1) enforcement action resulting from a nuisance activity, intentionally performed by an owner or person associated with the premise.

17.10(3)

- (h) “Lodging Facility” means a premises licensed as a hotel, motel, bed and breakfast or other overnight or short-term facility for stays of one (1) to thirty (30) days.

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 17.

Ald. Anderson seconded the motion. Upon roll call vote the motion carried 6-0. Second reading will take place October 17, 2022.

24. Item for referral: None
25. Motion by Ald. Freel seconded by Ald. Anderson to adjourn. Motion carried unanimously and the meeting adjourned at 6:55pm.

Sarah L. Brown, City Clerk/Treasurer
Published: September 29, 2022