

VILLAGE OF SALEM LAKES

Department of Planning & Development

VILLAGE OF SALEM LAKES CONDITIONAL USE PERMIT PROCEDURES

- ☐ 1. Contact the Kenosha County Department of Planning & Development and check with staff to determine if your proposed use is a permitted use, an accessory use or a conditional use. If it is a conditional use, then a conditional use permit must be applied for and received prior to occupying or using the site for that use.
- ☐ 2. Contact the Kenosha County Department of Planning & Development and schedule a pre-conference meeting, which is required for all conditional use permit requests.
Meeting Date: September 19, 2018
- ☐ 3. Contact the Village of Salem Lakes to determine if your conditional use permit application requires concept review by the Village Plan Commission. If so, contact the Village of Salem Lakes clerk to schedule a concept meeting with the Village Plan Commission.
Meeting Date: September 19, 2018 (w/Kenosha County)
- ☐ 4. Complete and submit to the Kenosha County Department of Planning & Development the Village of Salem Lakes Conditional Use Permit Application by the filing deadline.
Filing Deadline: November 19, 2018
- ☐ 5. Upon submission you will be given two copies of the date-stamped application. Submit a copy of the date-stamped application to the Village of Salem Lakes clerk for placement on the agendas of the Village of Salem Lakes Plan Commission and the Village of Salem Lakes Board. Keep the other copy for your records.
- ☐ 6. Attend the Village Plan Commission and the Village Board meetings. **NOTE:** You must attend or the Village will not be able to act on your request. At these meeting you will be asked to brief the committee on your request and ultimately agree to a list of conditions of approval relating to your proposed use.
Village Plan Commission meeting date (tentative): December 19, 2018
Village Board meeting date (tentative): January 14, 2019
- ☐ 7. Village clerk will provide written notice of final action to property owner/applicant.
- ☐ 8. If approved, you may commence with applying for and obtaining any necessary zoning permit(s) for construction (i.e. new buildings, building additions, signage, fencing, etc...) with the Kenosha County Department of Planning and Development.

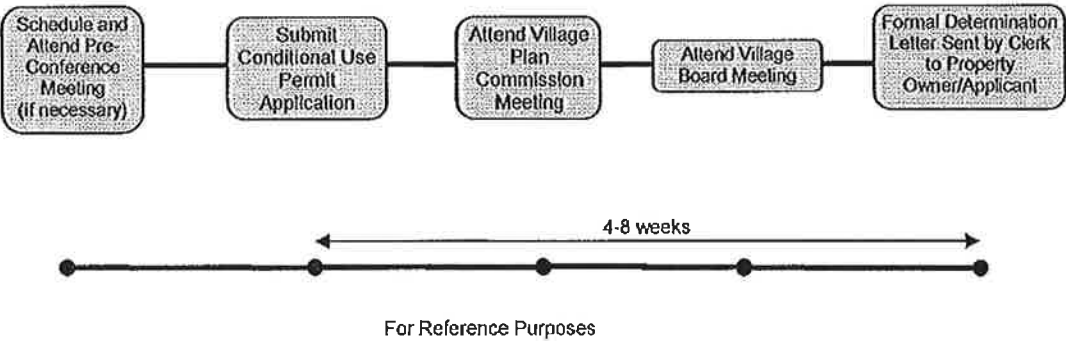
CONDITIONAL USE PERMIT PROCEDURES

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center
Department of Public Works & Development Services
19600 - 75th Street, Suite 185-3
Bristol, Wisconsin 53104-9772

Division of Planning & Development (Including Sanitation & Land Conservation).....	857-1895
Facsimile #.....	857-1920
Public Works Division of Highways.....	857-1870
Administration Building	
Division of Land Information.....	653-2622
Village of Salem Lakes	843-2313
Wisconsin Department of Natural Resources - Sturtevant Office	884-2300
Wisconsin Department of Transportation - Waukesha Office	548-8722

Conditional Use Permit Timeline



February 2017

VILLAGE OF SALEM LAKES

Department of Planning & Development

RECEIVED

NOV 19 2018

CONDITIONAL USE PERMIT APPLICATION

Kenosha County
Planning and Development

(a) Property Owner's Name:

VR WM Holdings LLC

Print Name: _____ Signature: _____

Mailing Address: 390 Interlocken Crescent, Floor 7

City: Broomfield State: CO Zip: 80021

Phone Number: 262-862-2301 E-mail (optional): _____

Note: Unless the property owner's signature can be obtained in the above space, a letter of agent status signed by the legal property owner must be submitted if you are a tenant, leaseholder, or authorized agent representing the legal owner, allowing you to act on their behalf.

(b) Agent's Name (if applicable):

Print Name: _____ Signature: _____

Business Name: VR WM Holdings LLC (Wilmot Mountain)

Mailing Address: 11931 Fox River Road (PO Box 427)

City: Wilmot State: WI Zip: 53192

Phone Number: 262-862-2301 E-mail (optional): rmuhlenbeck@vailresorts.com

(c) Architect's Name (if applicable):

Print Name: _____ Signature: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-mail (optional): _____

(d) Engineer's Name (if applicable):

Print Name: _____ Signature: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-mail (optional): _____

CONDITIONAL USE PERMIT APPLICATION

(e) Tax key number(s) of subject site:

60-4-119-364-0300 (Tubing Hill)

60-4-119-364-0103 (Ski Hill West)

70-4-120-313-0401 (Ski Hill East)

Address of the subject site:

11931 Fox River Rd (Ski Hill), 12301 Fox River Rd. (Tubing Hill)

(f) Plan of Operation (or attach separate plan of operation)

Type of structure:

See attached separate plan of operation

Proposed operation or use of the structure or site:

See attached separate plan

Number of employees (by shift):

Hours of Operation:

Any outdoor entertainment? If so, please explain:

Any outdoor storage? If so, please explain:

Zoning district of the property: PR-1, C-2, C-1, R-4

(g) Attach a plat of survey prepared by a professional land surveyor or site plan drawn to scale and approved by the Village of Salem Lakes Department of Planning & Development showing all of the information required under section 12.05-1(h)3 for a zoning permit. In addition, the plat of survey or site plan layout shall show the location, elevation and use of any abutting lands and the location and foundation elevations of structures within 50 feet of the subject site; soil mapping unit lines; ordinary high water mark, historic high water marks and floodlands on or within 50 feet of the subject premises, existing and proposed gravel, asphalt and concrete surfaces, existing and proposed signage, existing and proposed buildings, and existing and proposed landscaping.

CONDITIONAL USE PERMIT APPLICATION

For conditional use permit applications that are made within shoreland and floodland areas, such description shall also include information that is necessary for the Village Plan Commission to determine whether the proposed development will hamper flood flows, impair floodplain storage capacity, or cause danger to human, animal or aquatic life. This additional information may include plans, certified by a registered professional engineer or professional surveyor, showing existing and proposed elevations or contours of the ground; fill or storage elevation; basement and first floor elevations of structures; size, location, and spatial arrangement of all existing and proposed structures on the site; location and elevation of streets water supply and sanitary facilities; aerial photographs, and photographs showing existing surrounding land uses and vegetation upstream and downstream; soil types and any other pertinent information required by either the Village of Somers Planning & Development office, Village Plan Commission or Village Board:

(h) The Village of Salem Lakes Department of Planning & Development may ask for additional information.

(i) The fee specified in Section 12.05-8 of this ordinance.

Request for Conditional Use Permit (payable to "Kenosha County") \$1,325.00

(For other fees see the Fee Schedule)



Wilmot Mountain Conditional Use Permit (as of 11/6/18)

Event Type: **Obstacle/Adventure Type Races**

Examples

- Muddy Princess
- Kids Adventure Games
- Warrior Dash
- Rugged Maniac
- Tough Mudder
- Wilmot Mountain 5K

Dates: Events to take place during the time frame of: April 15 – October 30. No more than 8 per year.

Attendance Larger scale events like Rugged Maniac & Warrior Dash (not to exceed 5,000)
Smaller scale events like Kids Adventure Games, approx. 300-500

General information: Utilization of Wilmot Mountain outdoor areas including tubing

Security: Will be hired by contracted event

Insurance: All participants sign Wilmot Mountain Release of Liability (See attached example)
All contract events must adhere by Vail Resorts insurance requirements listed below:

Promoter will carry and maintain, at its sole cost, the following insurance policies with insurance companies with an AM Best Rating of no less than A- VII and on forms satisfactory to Company:

(i) *Commercial general liability insurance in an occurrence format in an amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, covering liability arising out of premises operations, personal and advertising injury, products-completed operations, contractual liability and independent contractors. This policy must not contain any participant or spectator exclusions.*

(ii) *Commercial automobile liability insurance with a limit of no less than \$2,000,000 combined single limit each accident for bodily injury and property damage covering "any auto" whether owned, non-owned, scheduled, leased, hired or other.*

(iii) *Workers' Compensation insurance in accordance with applicable law and Employers Liability insurance with a limit of no less than \$500,000 each accident for bodily injury, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit for disease.*

6.2. *Promoter's insurance required by subsections 6.1.(i) and 6.1.(ii) will be primary and non-contributory to any insurance held by Company or its affiliates and, except for Workers' Compensation, the policies will include a waiver of subrogation and will name Company [and the Forest Service] as additional insured. Promoter will (i) provide Company with certificates of insurance evidencing the policies listed above at least five business days prior to the start of the Event; and (ii) provide Company a copy of any carrier notice of cancellation or notice of material changes to policy conditions within five business days after the notice is received. If Promoter engages any subcontractors in connection with the Event, Promoter will require the subcontractor to provide the insurance listed above.*

Physical Layout:	Various based on event specifications (see attached Map)
Restrooms:	Portable restrooms - # based on actual participation 1 per 85 people (beer sales) 1 per 100 people (non-beer sales)

Event Type: Festivals

Examples

- Wilmot Mountain Fall Festival
- Oktoberfest
- Culinary Events (BBQ Cookout, Chili Fest, etc.)

Dates: Events to take place during the time frame of: April 15 – October 30. No more than 5 per year.

Attendance Appx. 1,000 per event

General information: Utilization of Wilmot Mountain outdoor areas & Tubing

Security: Will be hired by contracted event or Wilmot Mountain

Insurance: All participants sign Wilmot Mountain Release of Liability (See attached example)
All contract events must adhere by Vail Resorts insurance requirements listed below:

Promoter will carry and maintain, at its sole cost, the following insurance policies with insurance companies with an AM Best Rating of no less than A- VII and on forms satisfactory to Company:

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engages any subcontractors in connection with the Event, Promoter will require the subcontractor to provide the insurance listed above.

Physical Layout: Various based on event specifications (see attached Map)

Restrooms: Portable restrooms - # based on actual participation
1 per 85 people (beer sales)
1 per 100 people (non-beer sales)

Event Type: Vehicular Events

Examples

- Car Shows & Swaps
- Low Speed Autocross
- Boat/RV shows
- Mountain Biking
- Bicycle Races/Meet-Up
- Motorcycle Rally

Dates: Events to take place during the time frame of: April 15 – October 30. No more than 5 per year.

Attendance Appx. 1,000 per event

General information: Utilization of Wilmot Mountain outdoor areas

Security: Will be hired by contracted event or Wilmot Mountain

Insurance: All participants sign Wilmot Mountain Release of Liability (See attached example)
All contract events must adhere by Vail Resorts insurance requirements listed below:

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changes to policy conditions within five business days after the notice is received. If Promoter engages any subcontractors in connection with the Event, Promoter will require the subcontractor to provide the insurance listed above.

Physical Layout: Various based on event specifications (see attached Map)

Restrooms: Portable restrooms - # based on actual participation
1 per 85 people (beer sales)
1 per 100 people (non-beer sales)

Event Type:	On-Mountain Entertainment/Activities
Examples	<ul style="list-style-type: none"> • Bands/Music • Movie Nights • School/Education Field Trips • Equipment Swap
Dates:	Events to take place during the time frame of: April 15 – October 30. No more than 5 per year.
Attendance	Appx. 1,000 per event
General information:	Utilization of Wilmot Mountain outdoor areas
Security:	Will be hired by contracted event or Wilmot Mountain
Insurance:	<p>All participants sign Wilmot Mountain Release of Liability (See attached example)</p> <p>All contract events must adhere by Vail Resorts insurance requirements listed below:</p>

Promoter will carry and maintain, at its sole cost, the following insurance policies with insurance companies with an AM Best Rating of no less than A- VII and on forms satisfactory to Company:

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Kenosha County

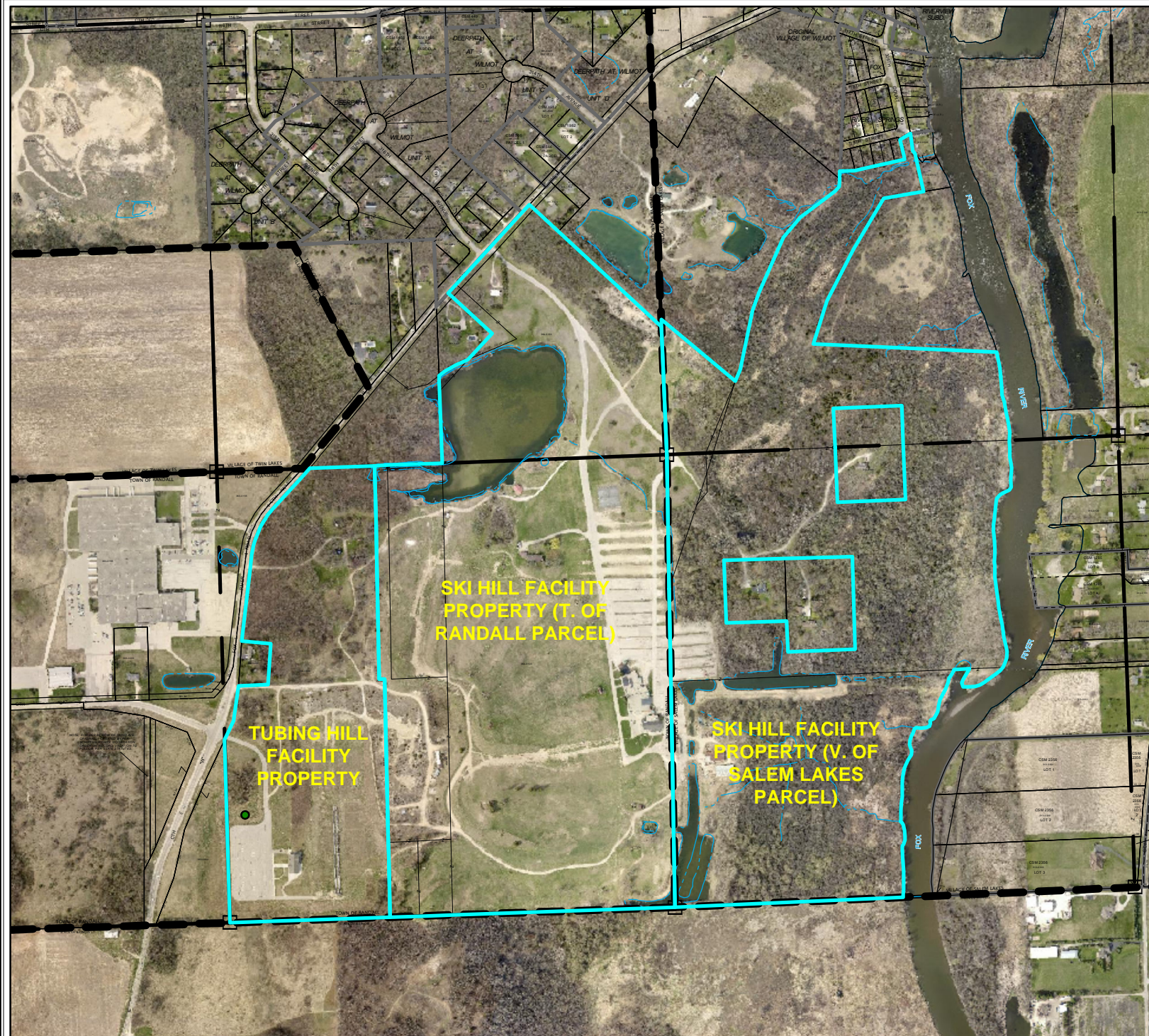


SUBJECT PROPERTIES




1 inch = 800 feet

THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, DATA AND INFORMATION LOCATED IN VARIOUS STATE, COUNTY AND MUNICIPAL OFFICES AND OTHER SOURCES AFFECTING THE AREA SHOWN AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. KENOSHA COUNTY IS NOT RESPONSIBLE FOR ANY INNACURACIES HEREIN CONTAINED. IF DISCREPANCIES ARE FOUND, PLEASE CONTACT KENOSHA COUNTY.

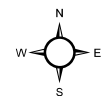


Kenosha County



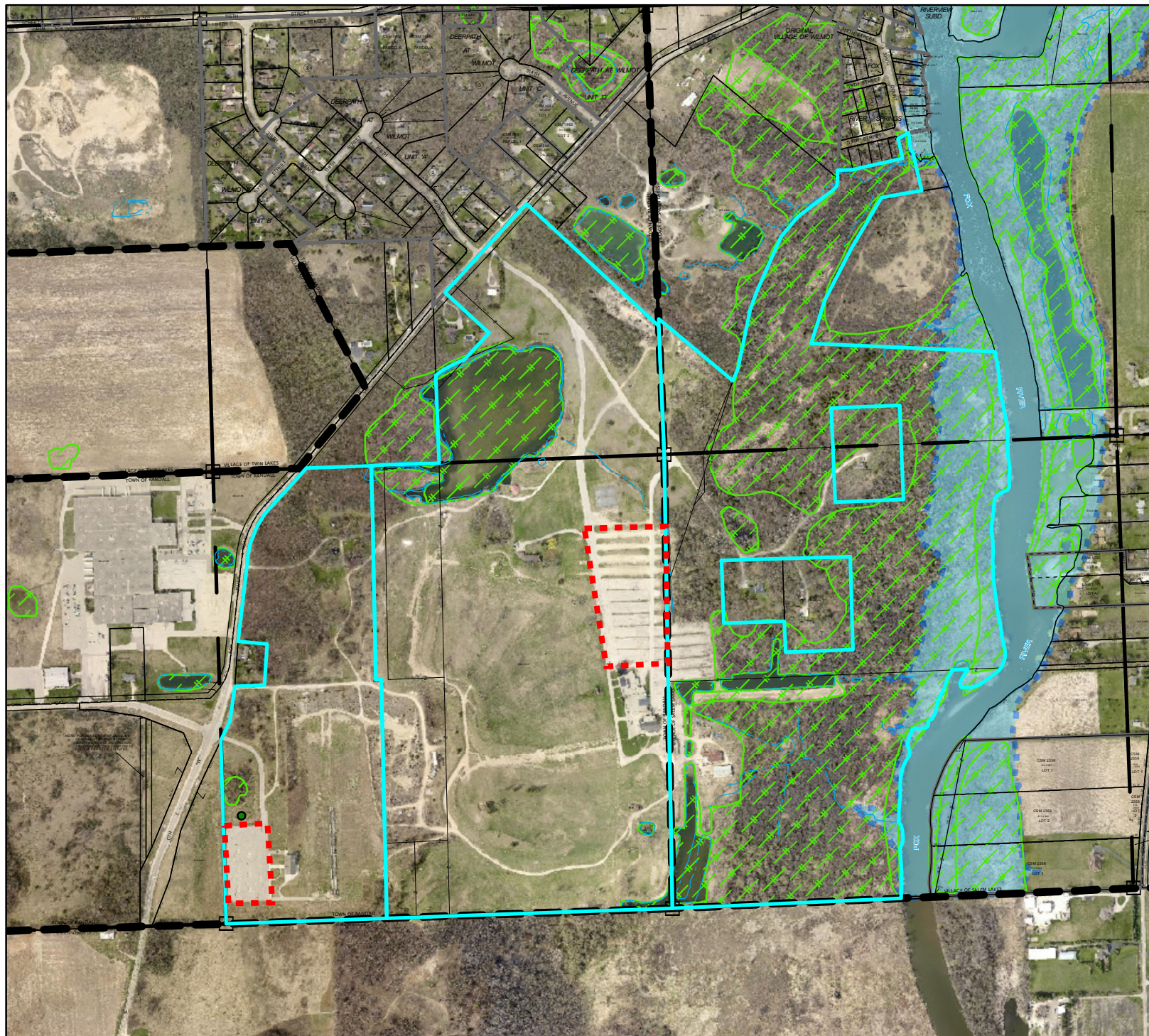
 VEHICULAR
EVENTS

TYPICAL SITE
PLAN CONCEPT



1 inch = 800 feet

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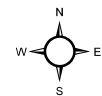
Kenosha County



**ON-MOUNTAIN
EVENTS/
ENTERTAINMENT**

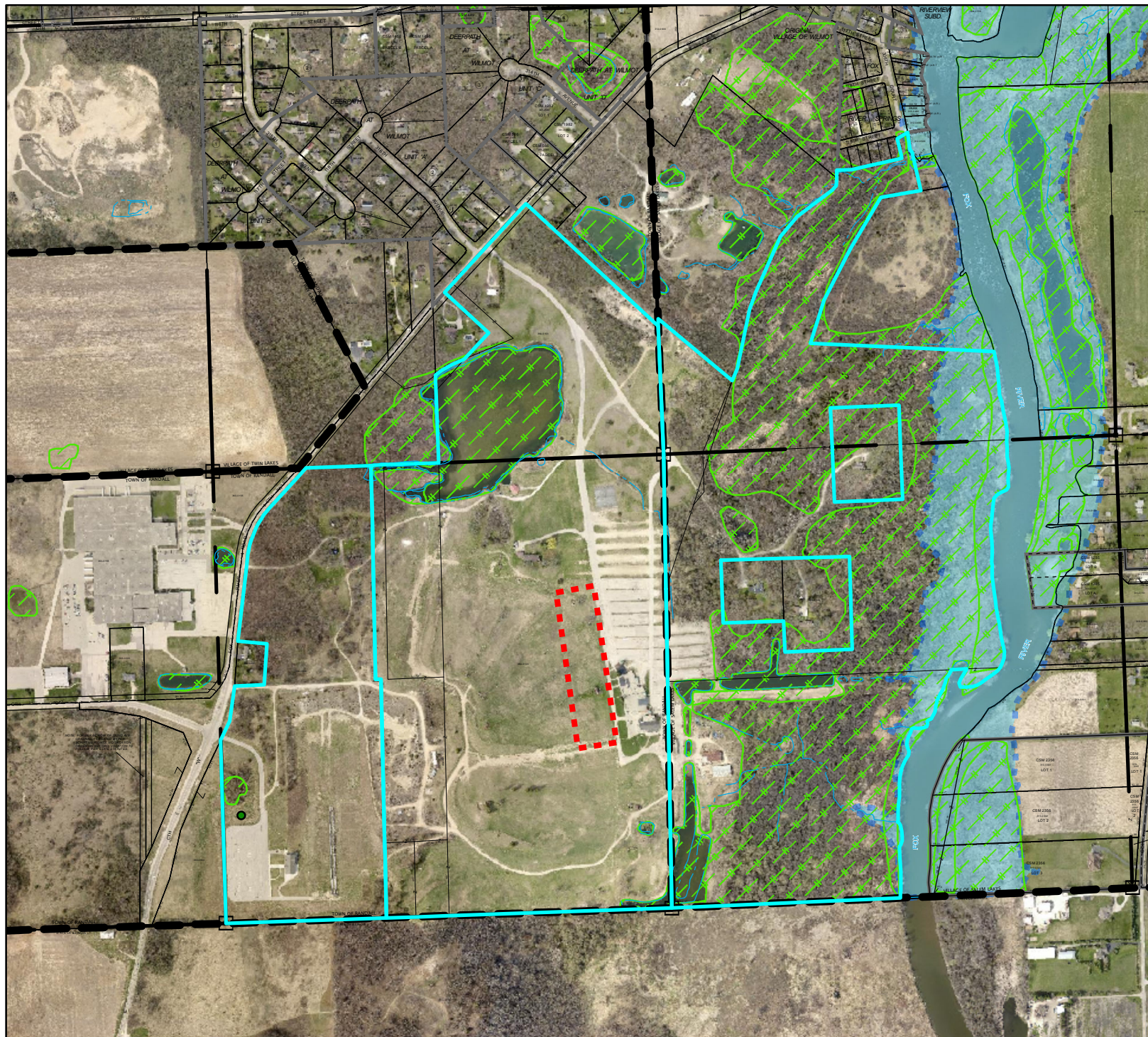
**TYPICAL SITE
PLAN CONCEPT**

BASE AREAS



1 inch = 800 feet

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Kenosha County

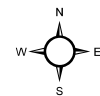


 FESTIVALS

TYPICAL SITE
PLAN CONCEPT

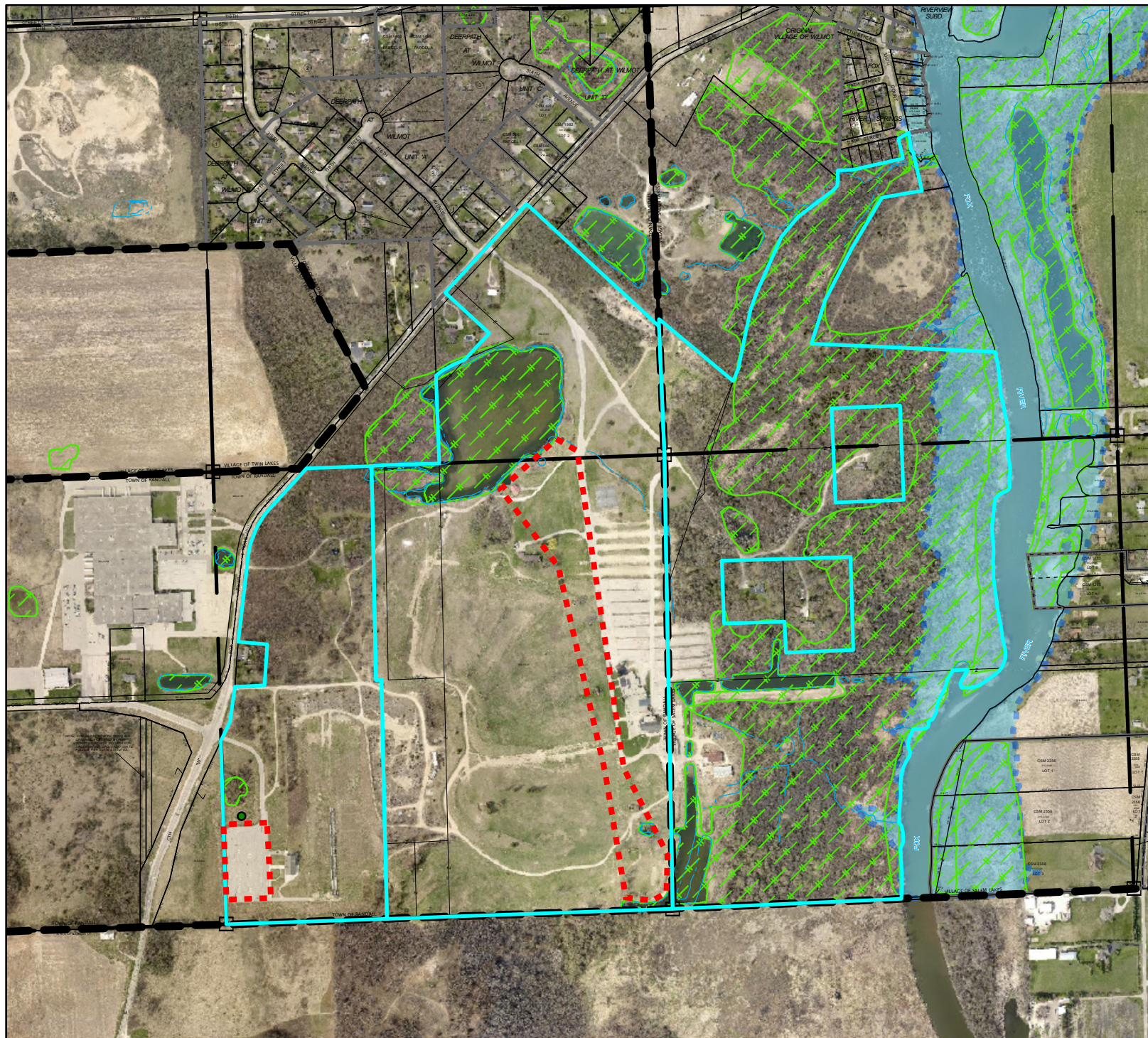
BASE AREAS

5K MAP (SEE
NEXT PAGE)

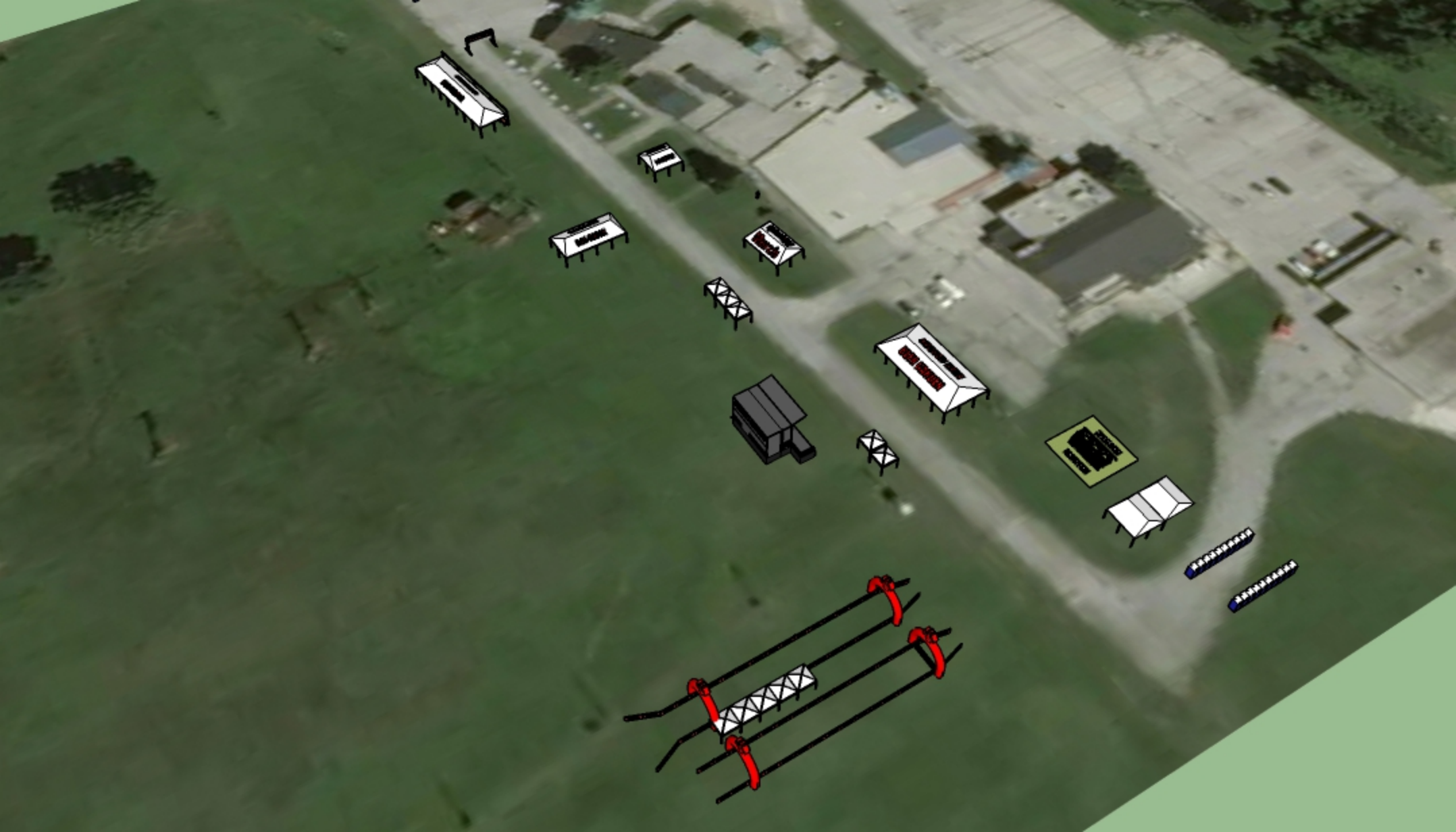


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Course Layout


Wilmot Mountain Ski Resort


Legend

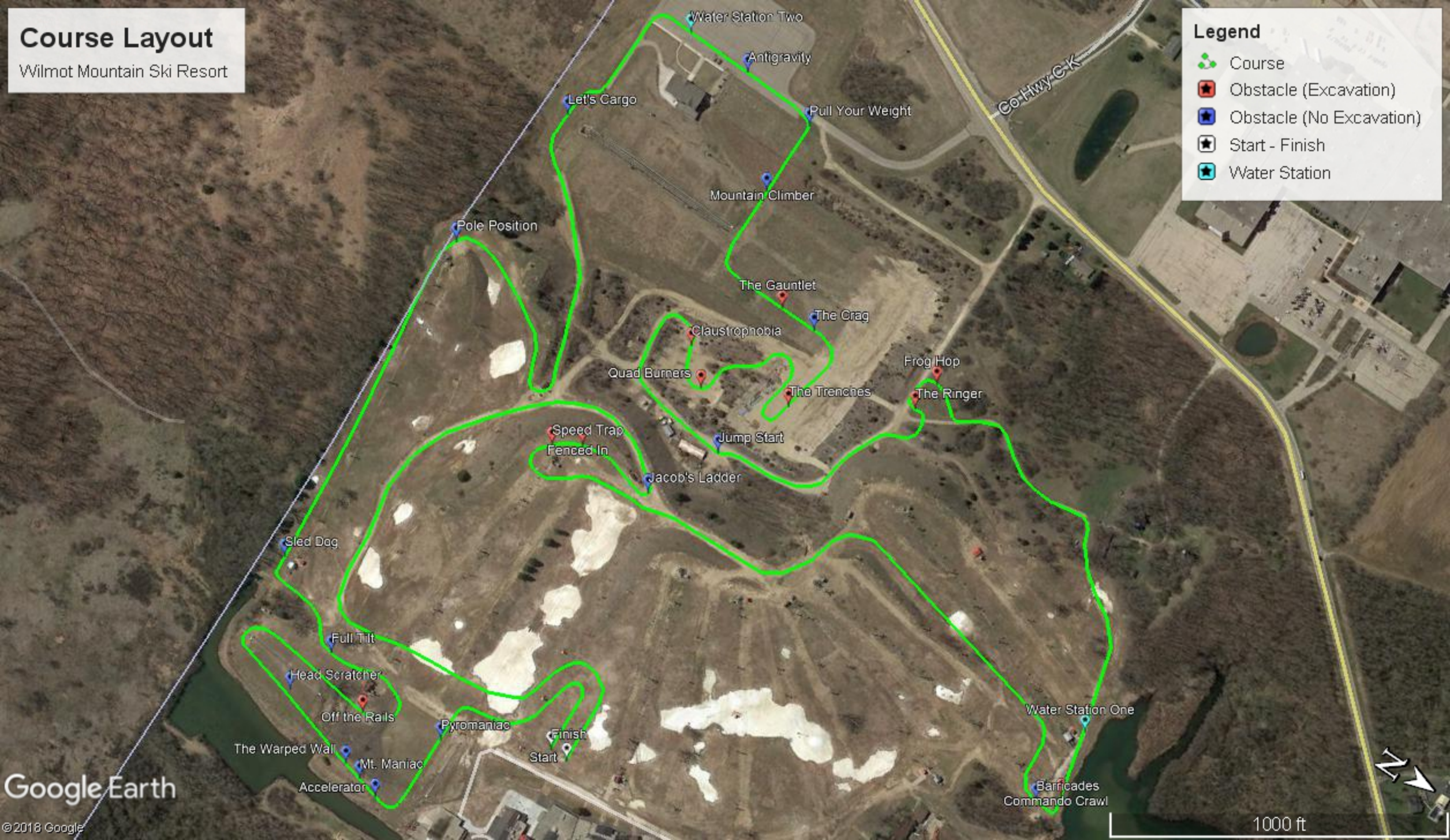
 Course

 Obstacle (Excavation)

 Obstacle (No Excavation)

 Start - Finish

 Water Station



**SKI AREA & SUMMER ACTIVITY
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. I understand that each person participating in the Activity is a "Participant." I am signing this on my own behalf and, if a Participant is under the age of 18 (US) or 19 (Canada), I am signing as that Participant's parent or legal guardian.
2. I understand that certain recreational activities, including but not limited to, zip lines, resort or vehicle tours, road or mountain biking, bicycle racing or competing, using a bike park, water sports (including boating, canoeing, fishing, and swimming), simulated skiing, tubing, sledding, roller/ice skating, climbing/rock walls, ropes/challenge courses, alpine slides, alpine coasters, rebound trampolines, hiking, sightseeing, slack lines, bounce houses, laser tag, orienteering, disc golf, golf, archery, geocaching, merry-go-round, and other recreational activities, whether guided, instructed, self-directed or otherwise, including but not limited to, use of the ski area facilities, walkways, or chairlifts/gondolas for any reason (the "Activities"), **CAN BE HAZARDOUS AND PRESENT A RISK OF PHYSICAL INJURY OR DEATH.**
3. I understand that all Activities carry certain risks, inherent and otherwise, including but not limited to, injury or death caused by: falling or loss of balance; loss of control; high speeds; strenuous activity; equipment failure (including unexpected loss of braking or handling) or improper use; the natural rugged environment; wildlife; and the negligence of the activity operator, instructor, or other participants. In addition, each Activity carries certain unique risks, which include but are not limited to, injuries or death caused by: (a) collisions or entanglements with other people, ropes/cables, equipment and natural or manmade objects, (b) forest growth/downed timber, rocks, loose gravel, streams, creeks, holes, potholes, debris and other rugged, steep, slippery, or otherwise dangerous terrain, (c) high altitude and extreme weather, (d) open water, capsizing, swimming, drowning, and cold water immersion, (e) vehicle collisions, driver error and rollovers, (f) other natural or constructed features, such as bike park terrain features, bridges, ramps, berms, and bumps, (g) misloading, entanglements, or falls from chairlifts/gondolas, and (h) trail configuration, unmaintained or unmarked trails/roads, or trail obstructions. I understand that the description of the risks in this agreement is not complete and voluntarily choose for participant to participate in and **EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS** resulting therefrom, whether or not described here, known or unknown, inherent or otherwise.
4. I expressly acknowledge that: (a) Participant has been informed of and understands all rules and regulations of participation in the Activity; (b) Participant is responsible for understanding and complying with all signage, including instructions on use of the lifts; (c) Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts; (d) equipment and obstacles may be encountered at any time; (e) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity; (f) **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity; (g) **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS.**
5. I agree to accept any equipment **"AS IS"** and **WITH NO WARRANTIES**, express or implied. I agree that the Participant listed on this form will be the only person using the equipment and will not use it until Participant has received and understands instructions on its use and function.

6. Additionally, in consideration for allowing the Participant to participate in the Activity, I **AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR US Holdings II, LLC, VR CPC Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek Resort Company, Dundee Resort Development, LLC d/b/a Arapahoe Basin Ski Area, the United States, Her Majesty The Queen In Right Of The Province Of British Columbia and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In further consideration for allowing Participant to participate in the Activity, I **FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS,**

INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

7. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any associated costs.

9. I agree that any and all claims for loss, injury and/or death arising from the Participant's participation in the Activity shall be governed by the law of the State or Province where the alleged incident occurred and that **exclusive jurisdiction** of any such claim shall be in a court of competent jurisdiction in the in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

10. If a minor/child/infant Participant is participating in the Activity, I represent that I am the minor/child/infant Participant's parent or legal guardian and that **I VOLUNTARILY GRANT PERMISSION FOR HIM/HER TO TAKE PART IN THE ACTIVITY**. I acknowledge that I am signing this release on behalf of the minor/child/infant and that **THEY SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE**. If my child is participating, I also acknowledge that: (a) I have spoken to my child about the Activity; (b) my child understands and appreciates the risks of participating in the Activity; and (c) my child is voluntarily participating in the Activity. By signing this agreement without a parent or guardian's signature, I represent that I am at least 18 years old (US) or 19 years old (Canada). **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES**, arising from any misrepresentations in or fraudulent execution of this agreement.

11. **USE OF A HELMET IS STRONGLY RECOMMENDED**. I understand that **A HELMET IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that biking and other activities can expose the user to forces that exceed the limits of protection provided by a helmet.

12. I understand that this Agreement will apply for each and every day Participant engages in any Activity during the applicable operating season. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon my and my child's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

13. By participating in the Activity, I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

MINOR / CHILD / INFANT PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

MINOR #1 – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) MINOR #3 – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY)

MINOR #2 – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) MINOR #4 – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY)

ADULT PARTICIPANT & SIGNATURE OF PARENT/GUARDIAN – Required to Complete, Sign & Date Below

ADULT / PARENT / GUARDIAN #1 – Last Name, First Name, M.I. Date of Birth (MM-DD-YYYY) ☒ SIGNATURE DATE

ADULT / PARENT / GUARDIAN #2 – Last Name, First Name, M.I. Date of Birth (MM-DD-YYYY) ☒ SIGNATURE DATE

ADDRESS – Street Address / Mailing Address City State / Province Zip / Postal Code Contact Phone #

EMERGENCY CONTACT RELATION PHONE NUMBER

E-MAIL ADDRESS (Give us your email address to receive alerts, resort news, exclusive offers & more.)