

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

Zoom Teleconferencing

**April 19, 2021
7:00 PM**

Meeting ID: 850 6815 2297 | Passcode: 091298

By Computer: <https://us02web.zoom.us/>

By Phone: +1-312-626-6799 (US Chicago)

Agenda

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.
4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.
5. Presentations to the Mayor and Council:
 - Sara Brish, Executive Director of the Stevens Point Area Convention and Visitor Bureau - Community Wayfinding.
 - Kevin McAdam - Village to Village Program.

Consideration and Possible Action on the Following:

6. Consent Agenda:
 - Minutes of the Common Council Meeting of March 15, 2021.
 - Minutes and Actions of the Police and Fire Commission meeting of March 9, 2021:
 6. Confirmation of Bills.
 - Minutes and Actions of the Park Commission meeting of April 7, 2021:
 3. Approval of SPASH School Band Concert special event in Piffner Pioneer Park on May 26, 2021.
 - *5. Presentation of safety protocol for 2021 Riverfront Rendezvous.**
 - *6. Presentation on safety protocol for 2021 Donald Copps Municipal Pool.**
 - *7. Director's Report.**

- Minutes and Actions of the Plan Commission meeting of April 5, 2021:
 2. Report of the March 1, 2021 meeting of the City Plan Commission.
 7. Request from Ross Rettler, representing Kyle Kluck, for a preliminary extraterritorial subdivision plat review for a new subdivision (Two Sisters) located at an unaddressed parcel (Parcel ID 020240812-10.09) in the Town of Hull.
 9. Request from the City of Stevens Point for a fencing waiver to construct fencing along the perimeter of the Stevens Point Municipal Airport, consistent with Ch. 23.01(14)(g).
 13. Director's Report.
 - Minutes and Actions of the Board of Water and Sewerage Commissioners meeting of April 12, 2021:
 2. Approval of the March 8, 2021 meeting minutes.
 3. Approval of Department Claims.
 4. Approval to award the 2021 Street Improvements Project #21-01 to Gerke Excavating, Inc. in the amount not to exceed \$7,175,149.71.
 - Minutes and Actions of the Airport Commission meeting of April 12, 2021:
 2. Approval of the March 8, 2021 meeting minutes.
 - Minutes and Actions of the Transportation Commission of April 12, 2021:
 2. Approval of the March 8, 2021 Transportation Commission Minutes.
 3. Approval of the March 2021 financial/claims report.
 - Minutes and Actions of the Personnel Committee meeting of April 12, 2021.
 - Minutes and Actions of the Board of Public Works meeting of April 12, 2021.
 - Minutes and Actions of the Public Policy and General Government meeting of April 12, 2021:
 2. License List.
 3. Request to Hold Event/Street Closing.
 4. Beekeeper Permit.
 - Minutes and Actions of the Finance Committee meeting of April 12, 2021:
 3. Consideration of Adjusting the Fee for Bulk Item Pickup.
 5. Approval of Claims Paid.
 - Statutory Monthly Financial Report by Comptroller/Treasurer.
 - Supplemental Poll Worker List.
7. To award project #2106 to Fischer Bros. LLC in the not-to-exceed amount of \$40,500 for the Donald Copps Municipal Pool Waterslide Rehabilitation.
 8. Resolution - A request from the City of Stevens Point for a conditional use permit to construct a restroom facility at Iverson Park (4201 Main Street, Parcel ID 281240834200601).
 9. Resolution - A request from Lineage Logistics, LLC for a conditional use permit to allow for meat packing to occur at Lineage Logistics (Parcel ID 281230801120001).
 10. Ordinance Amendment - A request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point to extend E. M. Copps Drive 100 feet to the east.

11. Resolution - A request from Kyle Bretl, representing the McDill Inland Lake Protection and Rehabilitation District, for a conditional use permit to dredge the northern portion of McDill Pond.
12. Resolution - A request from the City of Stevens Point for a conditional use permit to construct access roads and associated parking spaces at the Stevens Point Municipal Airport (Parcel ID 281240823230001 & 281240823230002).
13. Resolution - A request from D-J Rice Development, LLC to amend the plans for the Planned Development Zoning District relating to the Grant School Redevelopment to allow for single-family or zero-lot line use.
14. Consideration of an Amended Development Agreement with D-J Rice Development, LLC.
15. Development Agreement with Secure Fund, LLC for the property at 209 Division Street (also known as Point Motel).
16. Acquisition of 325 Division Street (also known as Maytag Laundromat).
17. 2021 - 2023 tentative agreement with Central Transportation Employees Local 309, AFSCME AFL-CIO.
18. To award the 2021 Streets Improvements Project #21-01 to Gerke Excavating, Inc. in the amount not to exceed \$7,175,149.71.
19. To award the 2021 Road Resurfacing Project #21-02 to Merrill Gravel & Construction Company in the amount not to exceed \$1,495,288.89.
20. Ordinance Amendment - To approve the Ordinance Amendments in Section 9.05 as it relates to parking.
21. Ordinance Amendment - Section 9.05 as it relates to overnight parking.
22. Ordinance Creation - Chapter 9, Section 9.19 as it relates to ATV/UTV routes.
23. Ordinance Amendment - Provisions of State Traffic and Conservation Law Adopted by Reference - 9.01 regarding adopting State Statute for UTV and ATV regulations.
24. Resolution - No Mow May.
25. Ordinance Amendment: Chapter 30 Building Code rewrite.
26. Resolution Supporting Increased Funding for the State Shared Revenue Program.
27. Departing remarks by Alderperson Cindy Nebel.
28. Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) and 19.85 (1) (g) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, AND for Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, relating to the following:
 - a. Discussion on a possible incentive for a development at 5700 EM Copps Drive.
29. Adjournment.

RMC – Revised Municipal Code

Persons who wish to address the Common Council may make a statement as long as it pertains to a **specific** agenda item. Persons who wish to speak on an agenda item will be limited to a five (5) minute presentation. Any person who wishes to address the Common Council on a matter which is not on the agenda will be given a maximum of three (3) minutes and the time strictly enforced under the item, "Persons who wish to address the mayor and council on non-agenda items." Individuals should not expect to engage in discussion with members of the City Council and City staff.

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569 or by mail at 1515 Strong's Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during the regular business hours from 7:30 A.M. to 4:00 P.M.

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING MINUTES**

Zoom Teleconferencing

**March 15, 2021
7:00 PM**

Minutes

1. Roll Call.

Mayor Wiza, Presiding

PRESENT Ald. Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler, Morrow.

OTHERS Clerk Yenter, Attorney Beveridge, C/T Ladick, Chief Finn, Interim Chief Zenner, Dir. Lemke, Dir. Kernosky, Dir. Kremer, Dir. Beduhn, H/R Manager Jakusz.

2. Salute to the Flag and Mayor's opening remarks.

3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.

4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.

Mary Kneebone, 5718 Sandpiper Drive, said since 2017 there has been a significant decrease in the amount of force incidents with the Stevens Point Police Department. She urged everyone to review the Police Department's annual report.

Bill Schierl, 1656 Main Street, said the most minimal plan for the Business 51 improvement project in the Division Street corridor will negatively impact their renovation at 1656 Main Street. He asked that the Downtown Targeted Master and Strategic Plans be compiled and made available to the public along with a projected timeline.

Dave Eiden, 1008 Matilda Street, said we are approaching the downslide of the pandemic and urged the Council to start meeting in person again to allow their constituents to be involved.

Marla Schultz, 2032A Center Street, said someone was having difficulty making improvements to their property. She recommended finding a way to make this process easier for constituents.

Consideration and Possible Action on the Following:

5. Consent Agenda:

Minutes of the Common Council Meeting of February 15, 2021.

Minutes and Actions of the Police and Fire Commission meeting of February 2, 2021:

- 2. Memorandum of Understanding with Midstate Technical College.**
- 5. Confirmation of Bills.**
- 6. Memorandum of Understanding with IAFF Local 484 extending COVID 19 benefits.**
- 7. Memorandum of Understanding with Stevens Point Police Officers Organization extending COVID 19 benefits.**

Minutes and Actions of the Park Commission meeting of March 3, 2021:

- 4. Approval of Emerald Ash Borer Biocontrol program in Iverson Park in partnership with the USDA.**
- 6. Approval of exterior design and location of new restroom building in Iverson Park.**

Minutes and Actions of the Plan Commission meeting of March 1, 2021:

- 2. Report of the January 4, 2021 meeting of the City Plan Commission.**
- 10. Discussion and possible action on a request from the City of Stevens Point for the acquisition of 1700 Strongs Avenue (Parcel ID 281240832400924).**
- 11. January 2021 Monthly Report.**
- 12. Director's Report.**

Minutes and Actions of the Board of Water and Sewerage Commissioners meeting of March 8, 2021:

- 2. Approval of the March 8, 2021 minutes.**
- 3. Approval of department claims.**
- 4. Award of the Utility Roofing Project, Project #21-09, to Pioneer Roofing in an amount not to exceed \$416,066.55.**
- 5. Real estate needs associated with the re-location of municipal Well 4, future Well 12.**

Minutes and Actions of the Airport Commission meeting of March 8, 2021:

- 2. Approval of the minutes of the March 8, 2021 meeting.**
- 3. Approval of department claims.**

Minutes and Actions of the Transportation Commission of March 8, 2021:

- 2. Approval of the February 8, 2021 Transportation Commission minutes.**
- 3. Approval of the February 2021 financial/claims report.**
- 4. Approval to move forward with the procurement of three paratransit buses.**
- 5. Earth Day public transportation ideas.**

Minutes and Actions of the Personnel Committee meeting of March 8, 2021:

- 2. Request to promote employee at Central Transportation (Transit) Division, per Administrative Policy 2.06.**
- 4. Conducting a pay plan market survey update.**
- 5. Administrative Policy 1.18 Tobacco, Nicotine, Vapor, and Non-Tobacco Smoking Products.**

6. To enter into an agreement with the Wisconsin Department of Transportation for winter maintenance responsibilities for the sidewalk related to the US 10 bridge over I-39.

2. License List.
3. Request to Hold Event/Street Closing.

- 2. Awarding proposal for moving and relocation services for Edgewater Manor residents.**
- 3. Approval of funding for the acquisition of 1700 Strong's Ave.**
- 5. Approval of funding for a market survey update to the City pay plan.**
- 6. Approval of Claims Paid.**

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

7. **Request from the City of Stevens Point for a conditional use permit to construct a fire department training site at 3100 Whiting Avenue (Parcel ID 281230805101005), consistent with Ch. 23.02(1)(a)(3)(a).**

Ald. Fishler **moved**, Ald. Kneebone seconded, to approve the conditional use permit to construct the fire department training site at 3100 Whiting Avenue.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

8. **Request from Tom Owens, representing the Stevens Point Area School District, for a conditional use permit to construct a bus garage addition and other improvements consistent with Ch. 23.02(1)(d)(3)(a) at 1900 Polk Street (Parcel ID 281230804301002).**

Ald. Nebel **moved**, Ald. Fishler seconded, to approve the resolution for the conditional use permit at 1900 Polk Street for the construction of a bus garage addition.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson,
Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

9. **Request from Don Scaffidi, representing Regent Street Apartments LLC, to amend the City of Stevens Point Comprehensive Plan Future Land Use Map for the purposes of amending the future land use designation from Residential to Commercial/Office/Multi-Family at 3707 Stanley Street (Parcel ID 281240827230019).**

Ald. Leek **moved**, Ald. Morrow seconded, to approve the amendment to the City of Stevens Point Comprehensive Plan Future Land Use Map for the purpose of amending the future land use designation from Residential to Commercial/office/multi-family at 3707 Stanley Street.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

10. **Request from Don Scaffidi, representing Regent Street Apartments LLC, to rezone 3707 Stanley Street (Parcel ID 281240827230019) from "R-2" Single Family Residential to "B-4" Commercial.**

Ald. Johnson **moved**, Ald. Jennings seconded, to approve the request to rezone 3707 Stanley Street from "R-2" Single Family Residential to "B-4" Commercial.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson,
Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

11. Request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request adds Section 23.01(14) relating to fencing guidelines that are sought to be transferred from Chapter 30: Building Code to Chapter 23: Zoning Code.

Ald. Johnson **moved**, Ald. Morrow seconded, to approve the amendment to Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

12. Ratification of the 2021-2023 tentative agreement with the Stevens Point Police Officer's Organization.

Ald. Shorr **moved**, Ald. Nebel seconded, to approve the tentative agreement with the Stevens Point Police Officer's Organization.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson,
Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

13. To award the Bituminous Patching Project to American Asphalt in the amount not to exceed \$99,730.76.

Ald. Slowinski **moved**, Ald. Nebel seconded, to approve the bituminous patching project to American Asphalt in the amount not to exceed \$99,730.76.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

14. To award the Curb, Gutter and Sidewalk Project to Fahrner Asphalt Sealers in the amount not to exceed \$53,328.95.

Ald. Jennings **moved**, Ald. Johnson seconded, to approve the curb, gutter and sidewalk project to Fahrner Asphalt Sealers in the amount not to exceed \$53,328.95.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson,
Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

15. To award the site work contract to Green Thumb Sprinklers and Landscaping in the not to exceed amount of \$27,082 for Project # 20.054, Bukolt Park Playground Development.

Ald. Morrow **moved**, Ald. Zarazua seconded, to approve the site work contract to Green Thumb Sprinklers and Landscaping in the amount not to exceed \$27,082 for project # 20.054, Bukolt Park playground development.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski, Leek, Dalton, Fishler, Morrow.
Nays: None.
Abstain: Kneebone. Motion adopted.

16. Ordinance Amendment - Section 9.05 as it relates to parking.

Ald. Jennings **moved**, Ald. Slowinski seconded, to approve the ordinance amendment for section 9.05 as it relates to parking.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

17. Preliminary Resolution - 2021 Street Improvements Project #21-01 - Special Assessments for the installation of storm sewer laterals and sidewalk.

Ald. Johnson **moved**, Ald. Zarazua seconded, to approve the preliminary resolution.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

18. Approval to award the Utility Roofing Project, Project #21-09, to Pioneer Roofing in an amount not to exceed \$416,066.55.

Ald. Slowinski **moved**, Ald. Kneebone seconded, to approve the award for the utility roof project to Pioneer Roofing in an amount not to exceed \$416,066.55.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

19. Approval of one-time funding for the Stevens Point Alliance to support downtown area events/activities.

Ald. Slowinski **moved**, Ald. Zarazua seconded, to approve the one-time funding request from the Stevens Point Alliance.

C/T Ladick said because this is contingency it requires a 3/4 vote.

Call for the Vote: Ayes: Zarazua, Johnson, Slowinski, Kneebone, Dalton, Fishler, Morrow.

Nays: Jennings, Shorr, Nebel, Leek. Motion failed.

20. Ordinance Amendment: Chapter 2.21 Standing Rules for the Government of the Common Council - Reconsideration of Question.

Ald. Jennings **moved**, Ald. Johnson seconded, to approve the ordinance amendment for Chapter 2.21 regarding the standing rules for the Government of the Common Council - reconsideration of the question.

Call for the Vote: Ayes: Morrow, Leek, Kneebone, Johnson, Zarazua, Nebel, Shorr, Jennings.

Nays: Fishler, Dalton, Slowinski. Motion adopted.

21. Adjourn into closed session (approximately 7:30 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) and 19.85 (1) (g) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session on the following:

A. Negotiating a development agreement for a possible project in TIF District 11.

This agenda item was removed.

22. Adjournment.

Adjourned at 7:55 P.M.

CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION
March 9, 2021

1. **Roll Call:** Commissioners Carlson, Kirschling, Moore, Ostrowski, Wescott

Also Present: Fire Chief Finn, Assistant Chief Gemza, Trevor Howard, Alderperson Kneebone, Assistant Chief Kussow, Attorney Beveridge, Lt. Dana Williams, Kevin Ruder
2. **President's Report**

Nothing to report.
3. **Update on COVID 19 - Police and Fire Departments**
 - The CDC is coming out with new guidelines for people who have completed the vaccine.
 - 10.5% of people in the state of Wisconsin are vaccinated.
 - At the end of May there should be enough vaccines to vaccinate the whole country.
 - Chief Finn will meet with FD employees on March 10th to set new policies at the department for those who are vaccinated.
 - Beds in use in our area are at 73%.
 - No new variant in Portage County.
 - PD: records personnel are back to full staff duty at the department effective March 1. Auxiliary is being requested for more events such as hockey games, etc.
4. **Annual report**

Interim Chief Tom Zenner presented the 2020 Police Department Annual Report via PowerPoint. The Annual Report can be viewed on the City of Stevens Point Website under the Police Department section.
5. **Approval of minutes**

Commissioner Carlson moved, seconded by Commissioner Ostrowski to approve the February 2, February 10 and February 19, 2021 minutes.

Ayes, all; nays, none. Motion carried.

6. Confirmation of bills

Commissioner Wescott moved, seconded by Commissioner Carlson, to approve the confirmation of the February 2021 bills.

Ayes, all; nays, none. Motion carried.

7. Approval of Fire Department eligibility list

Commissioner Wescott moved, seconded by Commissioner Kirschling to approve the Fire Department eligibility list as presented.

Ayes, all; nays, none. Motion carried.

8. Discussion on new hiring standards – Fire Department

The chief briefed the commission on new hiring standards he is suggesting in order to keep qualified candidates interested in applying at the Fire Department:

- Must have valid Candidate Physical Ability Test (CPAT) dated within 1 year at the time of conditional job offer.
- Must have a Wisconsin Firefighter 1 certification of IFSAC accredited equivalent Firefighter 1 certification at date of hire.
- Must be a NREMP-Paramedic or obtain within 1 year of date of hire and be eligible for a WI Paramedic License. Paramedic students are encouraged to apply.
- Must have a Wisconsin Firefighter 2 certification or IFSAC accredited equivalent certification within 1 year of date of hire.

Chief Finn will keep the commission briefed on the progress of the new hiring standards at each monthly commission meeting.

9. Fire Chief's Report/EMS report

Virtual Paramedic Refresher: The National Registry has allowed virtual paramedic refresher this year allowing our paramedics to complete their refresher this year online. This change was due to COVID 19. It has allowed the Department to complete it in these uncertain times.

Tempus Monitor Trial: SPFD completed the field trial of the Tempus Cardiac Monitor. The Monitor Committee will meet on March 15th to make its recommendations.

Cardiac Arrest Registry to Enhance Survival (CARES): Stevens Point Fire Department has registered with CARES. CARES helps communities measure performance and identify how to improve cardiac arrest survival rates.

Benefits of Joining CARES:

- Join a network of communities working together to increase survival from sudden cardiac arrest
- Compare your community to local, state and national performance and discover ways to improve your emergency medical system's response to cardiac arrest
- Use simple HIPAA-compliant web-based software to link EMS and hospital data, creating a single record for each OHCA event.
- Access multiple real time reporting features, including charts, graphs, and tables for use in reports, presentations and more

- Receive training and ongoing support from CARES staff to get the most out of participation, including one-on-one consultation to review your community's annual reports and comparison to national benchmark.

The State of Wisconsin has covered the cost of joining this program, allowing us to participate in this registry.

Significant events:

- Lieutenants are back to doing Fire inspection within the community
- Crew and company training is getting back to a new normal process
- We are working with MABAS Div 110 and the State to get IFERN in Portage County
- Metro Fire calls (3)
- Structure fires (2)
- Vehicle fires (0)
- Brush, grass, wildland fires (0)
- Cooking fire contained (0)
- Overheated cooking (0)
- Other fires (1)
- Rescue (5)
- EMS assist calls (49)
- False alarm responses (12)
- Hazardous materials responses (10)
- Other responses (3)
- Total fire losses (\$10,500.00)
- Total Property saved (\$258,700)
- Total responses (82)
- Training: Basement Fires Podcast; Crew Technical Rescue Training; Forcible Entry Training; Total training hours: 429.50
- Fire inspections: Certificate of occupancy (2); fire alarm inspections (0); general fire inspection (4); general/liquor license inspection (13); re-inspection/liquor license inspection (0); re-inspection (0); sprinkler system (10); complaint inspection (0); special event permit (0); ANSUL/Hood inspections (0); self-certification (0); tent inspection (0); consultation (45); re-inspection certificate of occupancy (1)
Total inspections: 75
- Public Activities: No public activities due to COVID 19.

Commissioner Wescott moved, seconded by Commissioner Ostrowski to accept the Fire Chief's Report for February 2021.

Ayes, all; nays, none. Motion carried.

**10. Police Chiefs report
COVID-19 related:**

COVID-19 Related:

- Auxiliary Unit operating in increasing capacity.
- Fingerprinting services remain suspended until further notice.
- Patrol continue to work a modified schedule to limit shift change interactions.
- Investigations Bureau and Sworn administrative personnel operating normal scheduling hours.
- Records Personnel have returned to onsite normal work schedule.
- Lieutenant Jeremy Mueller remains the Department Point of Contact for all COVID-19 related communication and FEMA data collection.

Note of Interest:

- The Department's Honor Guard presented the colors at the Wisconsin Traffic Safety Association held this month at the Stevens Point Holiday Inn Convention Center
- Department hosted a small gathering in honor of our City's School Crossing Guards.
- Flag ceremony held at the Police Department in honor of Officer Dana Krzykowski's service to our community. Officer Krzykowski retired from the Department February 16th.
- Adjustments to annual Firearms Range Schedule made due nationwide ammunition shortages. Current situation will have Impact on Department transition to new 9 mm handguns.

Patrol high Priority Calls:

- **02/02/21 – Traffic Stop** – Officers involved in a traffic stop which culminated in K9 sniff. Sgt. Ballew and K9 Barry had positive indication on the vehicle during their vehicle sniff. A search of the vehicle resulted in the recovery of methamphetamine, fentanyl, unknown substance on blotter paper and other drug paraphernalia. 2 subjects locked in jail
- **02/08/21 –Overdose Death** – 911 Call for unresponsive non-breathing 21 year old male, Officers and medics attempted to life saving measures but were not successful. Detectives called in for investigation.
- **02/16/21 – Threats to Injure** – Male subject sent pictures of himself with weapons to his former girlfriend that he was going to come and kill her, suspects was located in Jefferson County where he was arrested on our felony charges. Subject resisted arrest and had guns on his person.
- **02/19/21 – Disturbance** – Disturbance involving roommates. Following physical altercation highly intoxicated male subject jumped out of second story window. Subject, clothed only in underwear, proceeded to flee on foot. Located and transported to St Mikes. Upon medical clearance, Subject transported to jail on Disorderly Conduct Domestic and damage to property.
- **02/20/21 – Drug Overdose** – Male subject overdosed on heroin laced with fentanyl. Subject's wife, who had also overdosed but alert, called 911. Officers were able to bring male subject back with Narcan. Both male and female medically cleared.

Monthly Use of Force Reporting (annual total in parenthesis):

Number of Use of Force Incidents: 5 (14)

- 01/25/21 - A Detective pointed their duty firearm at a suspect during a felony traffic stop. Taken into custody without incident
- 01/30/21 – A long standoff with a suspect occurred in the City of Stevens Point involving the Stevens Point SWAT Team and Portage County SRT. During the standoff, several officers pointed their service weapons in the direction of the apartment where the suspect was barricaded. The suspect was wanted for allegedly shooting a handgun off inside the apartment near another person, while intoxicated. Once contact was made, Suspect refused to follow s commands and actively resisted officers. Taser deployed. The Taser deployment was effective and the suspect taken into custody without injury to anyone involved.
- 2/07/21 – Officers responded to call of an intoxicated individual no longer welcome at residence. While attempting to escort Subject home, the subject fell into a creek in below zero temperatures. Subject then resisted officers' attempts to give him a ride home and became verbally assaultive which led to his arrest. Subject continued to resist officers and forced to the ground to be handcuffed. The subject was eventually handcuffed and medically treated without further incident.

- 2-8-21 - Detectives were conducting a buy-bust operation and during the take down, pointed their guns at the suspect. The suspect was arrested and jailed without incident or injury.
- 2/20/21 – Officers were called to a residence where an intoxicated female was causing a disturbance. During the investigation, the female advised she was not free to go and attempted to leave out the back door. An officer attempted to stop her by grabbing her arm and the female resisted and tried to pull away. The officer decentralized the subject onto the floor, handcuffing her without injury to anyone involved.

Mental health related incidents

- Officers Responded to the following:
 - 23 Welfare Checks
 - 10 Voluntary Commitments
 - Six Emergency Detentions
 - Three Alcohol Commitments

K-9 Unit

- Deployments including:
 - four deployments
 - One traffic stop
 - Two building searches
 - One Agency Assist

Staffing:

- Officer Cole O'Neal and Officer Josh McClouth sworn in February 22nd and have begun the field-training program.

Training:

- All sworn personnel completed the Cold Weather Firearms range on Feb. 2nd & 3rd.
- Adjustments to annual Range Schedule due nationwide ammunition shortages
- Five Officers attended the 4 day Reid Interview and Interrogation Training
- Interim Chief Zenner and Asst. Chief Rottier attended the WI Police Chiefs Conference

Auxiliary Unit:

- Auxiliary Unit has been reactivated and events have started
- Four total events (UWSP Hockey) in February, totaling 33 hours of service

Commissioner Carlson moved, seconded by Commissioner Moore to accept the Police Chief's Report for February 2021.

Ayes, all; nays, none. Motion carried.

11. **Consideration of motion to adjourn into closed session pursuant to Section 19.85 (1) (c) of the Wisconsin Statutes for the purpose of considering the employment of a public employee over which the Commission exercises jurisdiction and responsibility for, including discussion regarding final candidates for the position of Police Chief and authorization for continuation of hiring process.**

The commission will adjourn from closed session without reconvening into open session.

Commissioner Wescott moved, seconded by Commissioner Ostrowski, to adjourn into closed session.

Ayes, all; nays, none. Motion carried.

REGULAR MEETING MINUTES

Board of Park Commissioners

April 7, 2021 - 6:30 PM

Meeting will be held via Zoom online meeting

[Click to Connect:](#)

**Dial in Number: (312)626-6799 Meeting ID: 843 6896 1150 Passcode:
249573**

Discussion and Possible Action on:

1. Roll Call

Present: Freckmann, Glodosky, Hall, Kirsch, McDonald, Przybylski, Alder Slowinski, Sorenson, Alder Zarazua

Excused: Okonek

Absent: Alder Shorr

Also Present: Director Kremer, Kate Gullickson, Steve McKay, Ginger Keymer, Taylor Hale, John Vollendorf

2. Approval of March 3, 2021 meeting minutes

Motion by Alder Zarazua, second by Hall to approve the March 3, 2021 meeting minutes.

Ayes, all; Nays, none; Motion carried.

3. Approval of SPASH School Band Concert special event in Pfiffner Pioneer Park on May 26, 2021.

Motion by Slowinski, second by Glodosky to approve the SPASH School Band Concert special event in Pfiffner Pioneer Park on May 26, 2021.

Ayes, all; Nays, none; Motion carried.

4. To award project #21-06 to Fischer Bros. LLC in the not-to-exceed amount of \$40,500 for the Donald Copps Municipal Pool Waterslide Rehabilitation.

Motion by Slowinski, second by Kirsch to award project #21-06 to Fischer Bros. LLC in the not-to-exceed amount of \$40,500 for the Donald Copps Municipal Pool Waterslide Rehabilitation.

Ayes, all; Nays, none; Motion carried.

5. Presentation of safety protocol for 2021 Riverfront Rendezvous.

Presentation by Director Kremer. No action taken.

6. Presentation on safety protocol for 2021 Donald Copps Municipal Pool.

Presentation by Kate Gullickson. No action taken.

7. Director's Report

- **Bukolt Park Permanent Boat Docks**
- **Plover River Crossing Project**
- **Pickleball concept update**
- **Easter Egg Scavenger Hunt**

8. Adjournment.

Motion by Sorenson, second by Glodosky to adjourn the meeting at 7:10pm.

Ayes, all; Nays, none; Motion carried.

REPORT OF CITY PLAN COMMISSION

April 5, 2021 – 6:00 PM
Zoom Conference Call Meeting

PRESENT: Mayor Wiza, Alderperson Kneebone, Commissioner Cooper, Commissioner Haines, Commissioner Hoppe, Commissioner Rice, and Commissioner Arntsen.

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn, Alderperson Fishler, Les Dobbe, Kyle Bretl, Krista Olson, Ross Rettler, Brittany Jochimsen, Todd Huspeni and unidentified audience members via Virtual Zoom Meeting.

INDEX:

1. Roll call.

Discussion and possible action on the following:

2. Report of the March 1, 2021 meeting of the City Plan Commission.
3. Public Hearing and action on a request from the City of Stevens Point for a conditional use permit to construct a restroom facility at Iverson Park (4201 Main Street, Parcel ID 281240834200601), consistent with Ch. 23.02(1)(a)(3)(a).
4. Presentation, Public Hearing and action on a request from Lineage Logistics, LLC for a conditional use permit to allow for meat packing to occur at the premise of 5700 E M Copps Drive (Parcel ID 281230801120001), consistent with Ch. 23.02(3)(b)(3)(e).
5. Public Hearing and action on a request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point to extend E M Copps Drive 100 feet to the east.
6. Public Hearing and action on a request from Kyle Bretl, representing the McDill Inland Lake Protection and Rehabilitation District, to dredge the northern portion of McDill Pond located at Parcel ID 281230803210005, consistent with Ch. 23.02(1)(a)(3)(e).
7. Public Hearing and action on a request from Ross Rettler, representing Kyle Kluck, for a preliminary extraterritorial subdivision plat review for a new subdivision (Two Sisters) located at an unaddressed parcel (Parcel ID 02024081210.09) in the Town of Hull.
8. Public Hearing and action on a request from the City of Stevens Point for a conditional use permit to construct access roads and associated parking spaces at the Stevens Point Municipal Airport (Parcel ID 281240823230001 & 281240823230002), consistent with Ch.23.02(1)(a)(3)(j).
9. Request from the City of Stevens Point for a fencing waiver to construct fencing along the perimeter of the Stevens Point Municipal Airport, consistent with Ch. 23.01(14)(g).
10. Request from DJ Rice Development, LLC to amend the plans for the Planned Development Zoning District, specifically to combine lots 7 & 8, 13 & 14, 15 & 16, 17 & 18 and 19 & 20 to allow for single family or zero lot line use, located on Washington Avenue and Fourth Avenue (Parcel ID's 281240830402416, 281240830402417, 281240830402422, 281240830402423, 281240830402424, 281240830402425, 281240830402426, 281240830402427, 281240830402428, 281240830402429).
11. Request from Jim Anderson for a conceptual subdivision plat review of a proposed 39lot subdivision to be located at 5498 Golla Road (Parcel ID 02024082613.05).

12. Discussion Only Ordinance amending Chapter 23, Zoning Code, of the Revised Municipal Code of the City of Stevens Point relating to the operation of accessory dwelling and commercial units in the City of Stevens Point.
 13. Director's Report
 14. Adjourn
-

1. Roll call.

Present: Wiza, Kneebone, Cooper, Rice, Haines, Hoppe, Arntsen

Discussion and possible action on the following:

2. Report of the March 1, 2021 meeting of the City Plan Commission.

Motion by Commissioner Cooper to approve the report of the March 1, 2021 Plan Commission meeting; seconded by Commissioner Arntsen.

Motion carried 7-0.

3. Public Hearing and action on a request from the City of Stevens Point for a conditional use permit to construct a restroom facility at Iverson Park (4201 Main Street, Parcel ID 281240834200601), consistent with Ch. 23.02(1)(a)(3)(a).

Director Kernosky reviewed the request to construct a new restroom facility at Iverson Park. The project was anticipated to begin in the summer or fall of 2021. After reviewing the project details and site overview, staff recommended approval for the request.

Mayor Wiza declared the public hearing open.

Aldersperson Nebel (District Three) inquired on whether the finance for the project had been included within the year, to which Mayor Wiza stated that it had.

Mayor Wiza declared the public hearing closed.

Motion by Aldersperson Kneebone to approve the request from the City of Stevens Point for a conditional use permit to construct a restroom facility at Iverson Park (4201 Main Street, Parcel ID 281240834200601), consistent with Ch. 23.02(1)(a)(3)(a) with the following:

1. The applicant shall obtain all applicable stormwater approvals, subject to the review and approval of the Utilities Department meeting applicable stormwater requirements.
2. All building and razing permits shall be applied for and obtained prior to the start of construction.
3. Staff shall have the ability to approve minor amendments to the site plan.

seconded by Commissioner Hoppe

Motion carried 7-0.

4. Presentation, Public Hearing and action on a request from Lineage Logistics, LLC for a conditional use permit to allow for meat packing to occur at the premise of 5700 E M Copps Drive (Parcel ID 281230801120001), consistent with Ch. 23.02(3)(b)(3)(e).

Director Kernosky explained that the item was back on the agenda due to a previous administrative error as it had not been properly notified to the public. While no significant changes had occurred from previous information provided, the Director reiterated that no slaughtering of animals would occur on site, nor the housing of any livestock. An additional condition would be added to the list of staff recommendations to reflect this.

Les Dobbe, with Lineage Logistics, provided a summary on USDA's requirements for food safety and traceability.

Commissioners had the following comments:

1. Inquiry on wastewater sampling regarding meat processing.

Mayor Wiza declared the public hearing open.

Mayor Wiza declared the public hearing closed.

Director Lemke stated that staff had determined that there was not a big enough concern to require a sampling station at the time, however an area had been set aside if they moved to require it in the future.

Motion by Cooper to approve the request from Lineage Logistics, LLC for a conditional use permit to allow for meat packing to occur at the premise of 5700 E M Copps Drive (Parcel ID 281230801120001), consistent with Ch. 23.02(3)(b)(3)(e) with the following:

1. There shall be no keeping of livestock or slaughtering within the property.
2. A sampling manhole shall be constructed near the EM Copps Drive Right of Way for wastewater sampling of the packaging processing plant, subject to the review and approval of Utilities Department staff meeting applicable wastewater standards.
3. The applicant shall enter into a revocable occupancy easement agreement to allow stormwater management facilities to be located in the E M Copps Drive Right-of-Way.
4. Occupancy standards shall be met for the proposed packaging processing plan, subject to the review and administration of the Building Inspections Division of the Community Development Department meeting applicable Commercial Building Code requirements.
5. Building permits shall be applied for and approved prior to commencement of construction.
6. Staff shall have the authority to approve minor changes to the site plan.

seconded by Arntsen.

Motion carried 7-0.

5. Public Hearing and action on a request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point to extend E M Copps Drive 100 feet to the east.

Director Kernosky noted that the item had been previously discussed, and the amendment was more a formality as part of a previous sale for Lineage's fourth and fifth expansions.

Mayor Wiza declared the public hearing open.

Mayor Wiza declared the public hearing closed.

Motion by Commissioner Hoppe to approve the request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point to extend E M Copps Drive 100 feet to the east.

seconded by Commissioner Haines.

Motion carried 7-0.

6. Public Hearing and action on a request from Kyle Bretl, representing the McDill Inland Lake Protection and Rehabilitation District, to dredge the northern portion of McDill Pond located at Parcel ID 281230803210005, consistent with Ch. 23.02(1)(a)(3)(e).

Associate Planner/Zoning Administrator Kuhn explained that the Wisconsin DNR had already reviewed the proposal by the applicant to dredge the northern end of McDill Pond between the Plover River Channel and the silt trap located directly to the south of the Patch Street Bridge, of which they had also authorized the dredging of 90,000 cubic yards of sediment. Additionally, a soil stockpile area would be located on the

subject property, in addition to all equipment needed. The work was anticipated to occur between May 15, 2022 and September 30, 2022. After a timeline overview, staff recommended approval of the request with conditions outlined within the staff report.

Commissioners had the following comments:

1. Inquiry on whether the disc golf area would be disrupted, to which staff stated that the current plan was not to, however a condition added would be for the applicant to produce a more detailed schedule in order to better coordinate with the Park's Department.
2. Inquired on the downstream effects of the dredging operation.
3. Inquired on specifics regarding the soil piles and erosion control.
 - a. Kyle Bretl, with GEI, provided a detailed overview of the dredging operations and permit requirements by the DNR, noting that there were no concerns with either the soil stock pile or downstream effects.
 - b. Krista Olson, with GEI, also added that they were working with local excavating contractors to refuse the soil and sand for local residential projects.

Mayor Wiza declared the public hearing open.

Mayor Wiza declared the public hearing closed.

Alderpersion Fishler (District Ten) stated that no comments of opposition for the request had been received.

Motion by Commissioner Hoppe to approve the request from Kyle Bretl, representing the McDill Inland Lake Protection and Rehabilitation District, to dredge the northern portion of McDill Pond located at Parcel ID 281230803210005, consistent with Ch. 23.02(1)(a)(3)(e) with the following:

1. An erosion control permit prior to project initiation, subject to the review and approval of Utilities Department staff meeting applicable erosion control guidelines.
2. A safety control plan (signage, barriers to the storage site, public information announcements, etc.) is submitted to the Stevens Point Parks, Recreation and Forestry Department prior to project initiation for review and approval.
3. The McDill Lake District performs complete restoration of the parcel upon completion of the project to its original condition.
4. Dredging operations shall not prevent, interfere or otherwise obstruct disc golf play or the Isaac Walton League Jamboree, unless otherwise approved by the Parks and Recreation Department.
5. A complete project schedule shall be provided to City staff prior to the start of any work.
6. All harvester equipment shall be removed from the subject property during winter months when harvesting operations are not active.
7. All equipment on the subject property shall be stored in a utility trailer or motorized vehicle when not in use.
8. All vehicles and trailers shall be stored where identified on the site plan when not in use.
9. A fencing plan shall be submitted to Community Development staff for review and approval, meeting applicable Zoning Code requirements.
10. A zoning permit shall be obtained prior to the start of any work occurring.
11. All dredged material must be removed from the subject property when dried (not to exceed three months) by the selected contractor.
12. Silt fencing shall be installed around the storage of dredged material.
13. Staff shall have the authority to approve minor changes to the site plan.

seconded by Commissioner Arntsen.

Motion carried 7-0.

7. Public Hearing and action on a request from Ross Rettler, representing Kyle Kluck, for a preliminary extraterritorial subdivision plat review for a new subdivision (Two Sisters) located at an unaddressed parcel (Parcel ID 02024081210.09) in the Town of Hull.

Director Kernosky recalled a previous conceptual review of the Two Sisters subdivision of which 10 residential lots were proposed. The subject property was within the City's extraterrestrial review boundary, with the Town of Hull reviewing and approving the request in 2020, and Portage County Planning Committee reviewing and approving the request earlier in the year. After reviewing the preliminary subdivision plat, staff recommended approval as presented.

Director Lemke with the Utility Department, after review, did not have concerns with the subdivision as presented.

Mayor Wiza declared the public hearing open.

Aldersperson Jennings (District One) inquired on whether basements were included, and what the ground water level was.

Mayor Wiza declared the public hearing closed.

Ross Rettler, representing the applicant, noted that while geotechnical investigations had not yet been performed, the proposed homes were planned to have basements.

Aldersperson Morrow (District Eleven) noted previous Wellhead concerns from the Water Department, and asked why those concerns were no longer had, to which Director Lemke explained that while it was the same developer, the properties were different. The current property was not near a City wellhead.

Aldersperson Morrow (District Eleven) asked why the lots were under 2 acres when it had been a lot size minimum requirement for the Town of Hull in previous subdivisions, to which staff noted that the developer had acquired a variance from Portage County for the subdivision in reducing the total lot size minimum.

Commissioner Rice inquired on why a 20-foot easement was being considered versus a 66-foot right-of-way. This was followed by a back-and-forth discussion between the applicant, commissioners, and the Community Development Director, to which staff ultimately stated that providing the right-of-way now would protect future development patterns and recommended that it be applied as a condition of approval.

Motion by Commissioner Arntsen to approve the request from Ross Rettler, representing Kyle Kluck, for a preliminary extraterritorial subdivision plat review for a new subdivision (Two Sisters) located at an unaddressed parcel (Parcel ID 02024081210.09) in the Town of Hull with the following:

1. A 66' right-of-way must be introduced into the plat.

seconded by Commissioner Cooper

Motion carried 7-0.

8. Public Hearing and action on a request from the City of Stevens Point for a conditional use permit to construct access roads and associated parking spaces at the Stevens Point Municipal Airport (Parcel ID 281240823230001 & 281240823230002), consistent with Ch.23.02(1)(a)(3)(j).

Associate Planner/Zoning Administrator Kuhn reviewed the request to construct access roads and associated parking spaces at the Stevens Point Municipal Airport as part of a larger project to install perimeter fencing along the airport property. The goal would be to deter deer and other wildlife from entering the airfield. In order to install the perimeter fencing, several community assets would be impacted, thus triggering a conditional use permit for relocating portions of the Green Circle Trail and installing a parking lot near the Izaak Walton League driveway.

Commissioners made the following comments:

1. Inquiry as to how the limits of the fencing were determined, and whether it could be minimized, to which staff noted that the border was not under the purview of the Plan Commission. Director Lemke provided a summary of how the boundary was determined.

Mayor Wiza declared the public hearing open.

Alderperson Nebel (District Three) noted concerns for cost for the overall project.

Brittany Jochimsen, with the Izaak Walton League, inquired on their responsibility with the project.

Mayor Wiza declared the public hearing closed.

Director Lemke noted that 95% of the project costs were being covered by state and federal funds, with a small local share being involved. No undue expense would be transferred to the Izaak Walton League driveway. The Director asked Ms. Jochimsen to connect with them regarding the plans.

Motion by Commissioner Arntsen to approve the request from the City of Stevens Point for a conditional use permit to construct access roads and associated parking spaces at the Stevens Point Municipal Airport (Parcel ID 281240823230001 & 281240823230002), consistent with Ch.23.02(1)(a)(3)(j) with the following:

1. An erosion control permit shall be obtained, subject to the review and approval of the Utilities Department meeting applicable erosion control guidelines.
2. A sign permit shall be obtained for proposed signage near the parking lot, subject to the review and approval of Community Development staff meeting applicable Sign Code requirements.
3. The applicant shall obtain proper approvals for the relocation of the Green Circle Trail and the Izaak Walton League driveway.
4. A 20' setback shall exist between the parking lot and Highway 66.
5. A turnaround area shall be provided on the southwestern side of the proposed parking lot to provide an adequate turnaround radius, subject to the review and approval of Community Development staff.
6. Building and zoning permits shall be obtained prior to the start of construction.
7. Staff shall have the ability to approve minor changes to the site plan.

seconded by Alderperson Kneebone

Motion carried 7-0.

9. Request from the City of Stevens Point for a fencing waiver to construct fencing along the perimeter of the Stevens Point Municipal Airport, consistent with Ch. 23.01(14)(g).

Director Kernosky had nothing to add, noting that the Public Hearing was included as part of Agenda Item 8.

Mayor Wiza declared the public hearing open.

Todd Huspeni, representing residents along East Maria Dive, after speaking with Director Lemke the previous week, asked that previously submitted testimony and comments be withdrawn.

Mayor Wiza declared the public hearing closed.

Alderperson Kneebone asked if barred wire fencing along the top was necessary whereas the fence's height could be extended. Mayor Wiza noted that the material was more so to be in compliance with Homeland Security guidelines. Director Lemke mirrored that statement.

Motion by Alderperson Kneebone to approve the from the City of Stevens Point for a fencing waiver to construct fencing along the perimeter of the Stevens Point Municipal Airport, consistent with Ch. 23.01(14)(g) with the following:

1. **Proposed fencing shall meet applicable clearview requirements.**
2. **A permit shall be obtained prior to the installation of fencing.**
3. **Staff shall have the ability to approve minor changes to the site plan.**

seconded by Commissioner Cooper.

Motion carried 7-0.

10. Request from DJ Rice Development, LLC to amend the plans for the Planned Development Zoning District, specifically to combine lots 7 & 8, 13 & 14, 15 & 16, 17 & 18 and 19 & 20 to allow for single family or zero lot line use, located on Washington Avenue and Fourth Avenue (Parcel ID's 281240830402416, 281240830402417, 281240830402422, 281240830402423, 281240830402424, 281240830402425, 281240830402426, 281240830402427, 281240830402428, 281240830402429).

Director Kernosky summarized the request to amend the plans for the Planned Development Zoning District, specifically to combine lots 7 & 8, 13 & 14, 15 & 16, 17 & 18 and 19 & 20 to allow for single family or zero lot line use, located on Washington Avenue and Fourth Avenue.

Commissioner Rice recused himself from the item.

Motion by Alderperson Kneebone to approve the from DJ Rice Development, LLC to amend the plans for the Planned Development Zoning District, specifically to combine lots 7 & 8, 13 & 14, 15 & 16, 17 & 18 and 19 & 20 to allow for single family or zero lot line use, located on Washington Avenue and Fourth Avenue (Parcel ID's 281240830402416, 281240830402417, 281240830402422, 281240830402423, 281240830402424, 281240830402425, 281240830402426, 281240830402427, 281240830402428, 281240830402429) with the following:

1. **The applicant shall combine lots 7 & 8, 13 & 14, 15 & 16, 17 & 18, and 19 & 20 by producing a certified survey map that is reviewed and approved by Community Development Department staff.**
2. **The development agreement shall be amended to reflect the request, obtaining approvals from the Finance Committee and Common Council.**

seconded by Commissioner Haines.

Motion carried 6-0.

11. Request from Jim Anderson for a conceptual subdivision plat review of a proposed 39 lot subdivision to be located at 5498 Golla Road (Parcel ID 02024082613.05).

There was a discussion relating to a conceptual subdivision plat review of a proposed 39 lot subdivision to be located at 5498 Golla Road. While feedback was collected, no action was taken.

12. Discussion Only Ordinance amending Chapter 23, Zoning Code, of the Revised Municipal Code of the City of Stevens Point relating to the operation of accessory dwelling and commercial units in the City of Stevens Point.

There was a discussion relating to amending Chapter 23, the City's Zoning Code, specifically regarding the operation of accessory dwelling and commercial units within the City. While feedback was collected, no action was taken.

13. Director's Report

Director Kernosky noted that his memorandum had been included in the Agenda Packet. It contained:

- a. Developmental Updates
- b. Special Project Updates

c. Public Policy Updates

d. Economic Development Updates

14. Adjourn.

Meeting adjourned at 7:56 PM.

A recording of this meeting can be viewed/heard at: <https://stevenspoint.com/365/AgendasMinutesVideos>

City of Stevens Point
Board of Water and Sewerage Commissioners
April 12, 2021 - 12:00 PM
Meeting will be held via a Zoom Meeting URL to connect:
<https://us02web.zoom.us/j/82026885705>
URL Dial in number: (301) 715-8592
Meeting ID: 820 2688 5705

MINUTES

Discussion and Possible Action on:

1. Roll Call.

Present: Paul Adamski, Carl Rasmussen, Mae Nachman, Anna Haines and Ray Schmidt

Staff Present: Joel Lemke, Mary Klesmith, Chris Lefebvre, Eric Southworth, Jason Draheim and Jaime Zdroik

Also Present: Angel Gebau-AECOM

2. Approval of Minutes of the March 8, 2021 meeting.

Motion made by Ray Schmidt, seconded by Carl Rasmussen to approve the March 8, 2021 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the department claims for the month for March 2021 as audited and read.

Ayes all. Nays none. Motion carried.

4. To award the 2021 Street Improvements Project #21-01 to Gerke Excavating, Inc. in the amount not to exceed \$7,175,149.71 - Joel Lemke

The 2021 Capital Operations and Maintenance Plan for 2021 included the large reconstruction project on the north side of the City. The estimated amount on the Capital Operations & Maintenance for 2021 for each enterprise came in at a total of \$4,340,000, the actual bid amounts came in at \$4,139,422.00, that would be our portion of the \$7,175,149.71 for the entire project.

Motion made by Carl Rasmussen, seconded by Anna Haines to support the bid award for the 2021 Street Improvements Project #21-01 to Gerke Excavating, Inc. in the amount not to exceed \$7,175,149.71 including a 15% contingency.

Ayes all. Nays none. Motion carried.

5. Credit card processing fees - *Joel Lemke*

The PSC allowed utilities to not charge fees for credit card payments due to the pandemic. So now we are getting close to ending these special rules that were in place for the pandemic and we also have new billing software with different fee options. With the new billing software, we have two options, either we charge fees to everyone whether they are making an Echeck payment or a credit card payment or we don't charge any fees to anyone regardless of payment type. Joel explained that when there isn't a fee it gets adopted more by the customers and also in turn streamlines work related to payment processing. The total processing fee we pay is approximately couple hundred dollars to a few hundred dollars for all payments taken. Joel would like to bill all cycles in the new software and then review the costs we've incurred to make a decision as to how we proceed in the future. At that time he would bring this item back to the Commission.

Paul stated its not worth bad will with the customers for that minimal of costs.

Joel also explained we are trying to get more of an online presence, with online payments, automatic payments etc. and it also streamlines payment processing and helps with the delinquency process as well. So he feels it is worth the money as long as costs stay under control.

Paul would like Joel to keep track of this on a monthly, quarterly basis over a basis of two to five years.

Carl questioned whether there is a dollar/payment limit amount that can be set on this site so the utility does incur high processing fees in regards to the bill amounts of our larger customers. Joel/Mary are going to look into whether payment limits can be set.

6. Water Supply and Distribution Reports - *Eric Southworth*

Eric stated pumpage is up this month. Eric stated new radios on the mills meters so we can data log the meters whenever needed. The servicemen are now logging in the large customers into a spreadsheet so Eric has access to it from his desk anytime. May 6th we have our triannual DNR Sanitary Survey. Hydrant flushing week is May 10 through May 13th. After the flushing is done our leak detection will be done as well.

7. Sewage Treatment Operations Report - *Chris Lefebvre*

Chris stated the WWTP met all permit limits for the month of March. The plant has come back nicely from the upset over the winter. We produced 40% percent of our electricity and 55% of our own heat for the month of March. As the weather starts to warm up we will be working on the homemade odor control for the dryer in hopes to mitigate the odors for the neighbors.

8. Construction and Maintenance Report - *Craig Czaikowski*

Craig stated we will be flushing hydrants soon. Crews have been working on cleaning out catch basins with the vac haul. We try to vac out one third of our catch basins during the spring/summer every year. TDS when installing their fiber they bored through some of our services so we are fixing and billing them.

9. Community Area Network Report - Joel Lemke

The school district did issue another RFP for fiber to Kennedy School in Junction City. We did respond to that RFP and that has been accepted.

10. Directors Report - Joel Lemke

We have an offer out to fill a vacancy for the Utility Operator position. We still have one more vacancy to hire for. Dan Ryskoski will be retiring on May 3 after 36 years with the WWTP so Joel wanted to thank him for his service and congratulate him publicly.

11. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:29PM

**City of Stevens Point
Airport Commission
April 12, 2021 - 12:30 PM
Meeting will be held via a Zoom Meeting URL to
connect: <https://us02web.zoom.us/j/82026885705>
*URL Dial in number: (301) 715-8592
Meeting ID: 820 2688 5705**

MINUTES

Discussion and Possible Action on:

1. Roll Call

Present: Paul Adamski, Carl Rasmussen, Mae Nachman, Anna Haines and Ray Schmidt

Staff Present: Joel Lemke, Mary Klesmith, Chris Lefebvre, Eric Southworth, Jason Draheim, Craig Czaikowski and Jaime Zdroik

2. Approval of Minutes of the March 8, 2021 meeting.

Motion made by Mae Nachman, seconded by Anna haines to approve the March 8, 2021 meeting minutes of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Carl Rasmussen, seconded by Ray Schmidt to approve the department claims for the month of March 2021 as audited and read.

Ayes all. Nays none. Motion carried.

4. Written/Verbal Report - Jason Draheim

Jason stated the two federal projects are underway. Joel stated there has been a meeting with the Izaak Walton League presenting them the fence project.

5. Adjournment.

Motion made by Carl Rasmussen to adjourn the meeting

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:33PM

City of Stevens Point
Transportation Commission Meeting
April 12, 2021 – 4:45 PM
MINUTES

1. **Roll Call.**
Present: Nichole Lysne- Chair, Karalyn Peterson-Vice Chair, Ald. Mary Kneebone, Ald. Thomas Leek, Tom Bertram, Greg Koepel
Not Present: Marc Christianson
Others Present: Talin Scheuermann, Kevin O'donnell, Tom Carroll
2. **Approval of the March 8, 2021 Transportation Commission minutes.**
Greg Koepel moved to approve the March 8, 2021 Transportation Commission meeting minutes. Karalyn Peterson seconded. Ayes all; Nays none; Motion carried.
3. **Approval of the March 2021 financial/claims report.**
Ald. Mary Kneebone moved to approve the March 2021 financial/claims report. Greg Koepel seconded. Ayes all; Nays none; Motion carried.
4. **Earth Day Mobility Coordinator Update**
Kevin O'donnell of Central Transportation gave an update to the commission on the Earth Day promotion, which included working with local news sources and UWSP to promote the event. Ald. Mary Kneebone advised Kevin that anyone can be given three minutes to address the Common council and that he could use this time to talk about the Earth Day promotion.
5. **Staff Update**
New Dispatcher – Nathan Brost
6. **Next meeting update**
The next Transportation Commission meeting will be held on May 10, 2021 at 4:45 p.m. via Zoom.
7. **Adjournment.**
The meeting was adjourned by Chair Nichole Lysne at 5:00 p.m.

PERSONNEL COMMITTEE

April 12, 2021 - 6:00 PM

Zoom Teleconferencing

Meeting ID: 836 5902 7152| Passcode: 204173

By Computer: <https://us02web.zoom.us/j/83659027152>

By Phone: +1-312-626-6799 (US Chicago)

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT Ald. Shorr, Dalton, Leek, Nebel.

EXCUSED Ald. Zarazua.

OTHERS PRESENT Mayor Wiza; Clerk Yenter; Attorney Beveridge; C/T Ladick; Alderpersons: Jennings, Johnson, Slowinski, Kneebone, Fishler; Chief Finn; Interim Chief Zenner; Directors: Beduhn, Kernosky, Lemke; Ginger Keymer; Inspection Superintendent Schneider; Admin Assistant Church; HR Manager Jakusz; Community Media.

2. Update on Reclassification Request for Community Development - Plumbing Inspector (information only; non-action item).

This was an informational item only; no action was taken.

3. 2021 - 2023 tentative agreement with Central Transportation Employees Local 309, AFSCME AFL-CIO.

Alder Leek moved, Alder Nebel seconded the motion to recommend ratification of the 2021-2023 tentative agreement with Central Transportation Employees, Local 309, AFSCM AFL-CIO. Ayes all, nays none. Motion carried.

4. Adjournment.

Meeting adjourned at 6:09 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

April 12, 2021 - 7:16 PM

Zoom Teleconferencing

Meeting ID: 836 5902 7152 | Passcode: 204173

By Computer:

<https://us02web.zoom.us/j/83659027152?pwd=ZmJkc0tDMUxFOWM0ak1lMnJyeGo2UT09>

By Phone: +1-312-626-6799 (US Chicago)

MINUTES

Roll Call

PRESENT Chairperson Mayor Wiza, C/T Ladick, Ald. Slowinski, Ald. Kneebone, and Ald. Jennings.

EXCUSED Ald. Morrow and Ald. Zarazua.

OTHERS PRESENT **City Staff:** Clerk Yenter, Attorney Beveridge, Fire Chief Finn, Interim Police Chief Zenner, H/R Manager Jakusz, Deputy C/T Freeberg, DJ Schneider, and Mark Kordus

Directors: Dir. Lemke, Dir. Kernosky, Dir. Kremer, and Dir. Beduhn.

Alderspersons: Ald. Shorr, Ald. Nebel, Ald. Fishler, Ald. Leek, Ald. Dalton, and Ald. Johnson.

Others Present: Bob Woehr, Ginger Keymer, Patrick Gatterman, Mary McComb, Kit Swiecki, Jerry Fischer, Kellen Ferkey, Tony Babl, Joe & Nancy Roppe, News Line 9, and Oren Jakobson.

Informational

1. **Director's Report**
 - a. **Stanley Street and North Point Drive Intersection Improvements**
 - b. **Plover River Crossing Trail**

Ald. Slowinski **moved**, Ald. Kneebone **seconded**, to approve the Director's Report and place it on file.

Ayes all; Nays none; **motion carried**.

Discussion and Possible Action

2. **To award the 2021 Street Improvements Project #21-01 to Gerke Excavating, Inc. in the amount not to exceed \$7,175,149.71.**

Ald. Slowinski **moved**, Chairperson Wiza **seconded**, to award the 2021 Street Improvements Project to Gerke Excavating, Inc. in the amount not to exceed \$1,175,149.71.

Ayes all; Nays none; **motion carried**.

3. **To award the 2021 Road Resurfacing Project #21-02 to Merrill Gravel & Construction Company in the amount not to exceed \$1,495,288.89.**

C/T Ladick **moved**, Ald. Kneebone **seconded**, to the award the 2021 Road Resurfacing Project to Merrill Gravel & Construction Company in the amount not to exceed \$1,495,288.89.

Ayes all; Nays none; **motion carried**.

4. **To approve the Ordinance Amendments in Section 9.05 as it relates to parking.**

Ald. Jennings **moved**, C/T Ladick **seconded**, to approve the Ordinance Amendments in Section 9.05 as it relates to parking.

Ayes all; Nays none; **motion carried**.

5. To approve the Ordinance Creation in Chapter 9, Section 9.19 as it relates to ATV/UTV's.

Ald. Jennings **moved** to postpone discussion until more information is provided by the Alderperson that brought this forward.

Ald. Nebel Seconded the motion; however, she is not on the Board of Public Works Committee.

Ald. Nebel requested that we add a stipulation to the ordinance that they must be a licensed driver or at least 16 years of age to ride on our roadways. Ald. Nebel stated that she would second that we hold this item to get more information to make a decision.

Ald. Kneebone requested to postpone action on this item until we can get more information specifically regarding safety issues.

Chairperson Wiza stated that the motion and the second that is before the committee is to postpone action.

Ayes all; nays none; however, **motion was not seconded**.

Chairperson Wiza stated since there is no opposition, this item is postponed and it will be brought back at a later date.

6. To approve the Ordinance Amendment in Section 9.05 as it relates to overnight parking.

Chairperson Wiza **moved** to amend the proposed ordinance to include preauthorization and 3 day limit for any trailers hitched to a licensed motor vehicle; Ald. Jennings **seconded**.

Ayes all; nays none; **motion carried**.

Ald. Jennings **moved** to amend the proposed ordinance to state that overnight on-street parking on streets where parking is only allowed on one side of the street shall remain subject to the current permit rules or the \$3.00 fee parking. Attorney Beveridge clarified to Ald. Jennings amendment to state that overnight parking will not be allowed in places where parking is only allowed on one side during daytime hours. Ald. Jennings stated that she thought that would address the issues that have been presented to her; Ald. Kneebone **seconded**.

Chairperson Wiza clarified what the amendment is. He stated that if there is no parking allowed on one side of the street ever, you would still not be allowed to park on that side of the street overnight; however, if there is parking allowed at any time during the day, this amendment would allow parking with the purchase of a permit.

Call for the vote: ayes minority; nays majority; **motion failed**.

Ald. Kneebone **moved** to approve the ordinance as amended in the first vote; Chairperson Wiza **seconded**.

Call for the vote: ayes majority; nays minority; **motion carried**.

Adjourn

Adjourned at 8:24 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT
April 12, 2021 - 6:09 PM**

Zoom Teleconferencing

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT Ald. Jennings, Nebel, Kneebone, Leek, Fishler.

OTHERS

PRESENT Mayor Wiza; Clerk Yenter; Attorney Beveridge; C/T Ladick; Alderpersons: Shorr, Johnson, Slowinski, Dalton; Chief Finn; Interim Chief Zenner; Human Resource Manager Jakusz; Directors: Beduhn, Kernosky, Lemke; Deputy Treasurer Freeberg; Building Inspector Superintendent Schneider; Engineering Administrative Assistant Church; Neighborhood Improvement Coordinator Kordus; Ginger Keymer; Patrick Gatterman; Mary McComb; Bob Woehr; Jerry Fischer; Kit Swiecki; Kellen Ferkey; Tony Babl; Laura Gunderson; Nancy Roppe; Oren Jakobson; News Line 9.

2. **License List:**

- A. **Temporary Extension of Licensed Premise for Ruby, Ruby Colorful Coffees, 1410 Third Street, Stevens Point for April 1 - October 31, 2021.**

Kellen Ferkey, Ruby Colorful Coffees, asked if Ruby Colorful Coffees is covered under the open public intoxicants if so, would this open it up for a different time slot.

Mayor Wiza said the extension of premise only allows them to serve alcohol within that boundary.

Ald. Nebel **moved**, Ald. Fishler seconded, to approve the temporary extension of licensed premise for Ruby Colorful Coffees from April 1 to October 31, 2021.

Call for the vote: ayes, all; nays, none; motion carried.

B. Temporary Extension of Licensed Premise for Stevens Point Brewery/Ciderboys Cider Co., 2617 Water Street, Stevens Point on June 12, 2021.

Ald. Kneebone **moved**, Ald. Nebel seconded, to approve the temporary extension of licensed premise for Stevens Point Brewery/Ciderboys Cider Company at 2617 Water Street on June 12, 2021.

Call for the vote: ayes, all; nays, none; motion carried.

C. Change of Agent: Schierl Sales Corporation, 2201 Madison Street, Stevens Point, WI; Kristine Schellin, 7226 Custer Drive, Custer, agent at the Store #51, 708 Division Street, Stevens Point, replacing Charles E. Watts.

Ald. Leek **moved**, Ald. Nebel seconded, to approve the change of agent.

Call for the vote: ayes, all; nays, none; motion carried.

D. Class "B" Beer License - Northward Peddle and Paddle, at Iverson Park Office Building, Stevens Point.

Patrick Gatterman, Northward Peddle and Paddle, said allowing them to sell beer allows for a safer trip down the river. He said they do not sell alcohol in glass containers.

Ald. Leek **moved**, Ald. Fishler seconded, to approve the Class "B" Beer License for Northward Peddle and Paddle.

Call for the vote: ayes, all; nays, none; motion carried.

3. Request to Hold Event/Street Closing:

A. Jefferson Elementary School Track Meet on May 17, 2021. (New Event)

Interim Chief Zenner said they are not opposed to this event; however, he would rather have them use Oak Street rather than Jefferson Street.

Laura Gunderson, Jefferson School, said they looked at using Oak Street but there is concern with all the trucks because of the construction at the school.

Ald. Nebel **moved**, Ald. Fishler seconded, to approve the request to close down Oak Street instead of Jefferson Street for the school track meet on May 17, 2021 and the rain date of May 20, 2021.

Call for the vote: ayes, all; nays, none; motion carried.

B. Stevens Point Brewery Block Party on June 12, 2021. (New Event)

Ald. Kneebone **moved**, Ald. Fishler seconded, to approve with the stipulation that the food trucks be removed from Water Street and placed in the gravel parking area.

Call for the vote: ayes, all; nays, none; motion carried.

C. UWSP Spring Commencement on May 21 & 22, 2021. (New Event)

Ald. Leek **moved**, Ald. Kneebone seconded, to approve the street closing for the UWSP Spring Commencement.

Call for the vote: ayes, all; nays, none; motion carried.

D. Arts Walk on May 14, July 14 & September 1, 2021. (Changed Recurring Event)

Ald. Fishler **moved**, Ald. Leek seconded, to approve the street closure request for the Arts Walk on May 14, July 14 and September 1, 2021.

Call for the vote: ayes, all; nays, none; motion carried.

**4. Beekeeper Permit:
A. CW Swiecki - 709 Hofmeister Drive.**

Kit Swiecki, 709 Hofmeister Drive, said he is going to have a single hive. He spoke with the neighbors closest to the hive and they are ok with the hive.

Ald. Leek **moved**, Ald. Nebel seconded, to approve the beekeeping application of Kit Swiecki.

Call for the vote: ayes, all; nays, none; motion carried.

5. No Mow May Proposal.

Bob Woehr, 727 Second Street, said he read through the packet and has several concerns. His concerns are additional staff hours for registering people, possible extension of hours at the drop off site and for those who live a few blocks from the river who may have mallard ducks nesting in their yard.

Mayor Wiza said there will be minimal additional time required by staff, extended drop off hours at the end of May will be minimal and the ducks will be done nesting by June.

Ald. Fishler **moved**, Ald. Leek seconded, to approve No Mow May.

Call for the vote: ayes, all; nays, none; motion carried.

6. Ordinance Amendment: Chapter 30 Building Code rewrite.

Bob Woehr, 727 Second Street, said in subsection 30.03(3) Historic Overlay District, nothing is said about getting a recommendation from the Historic Preservation Commission before a building permit can be issued. He said section 101.862 (6) pertaining to licensing of electrical work, someone who is volunteering for a 501c3 organization does not need a license to do the electrical work.

Attorney Beveridge, Building Inspector Superintendent Schneider and Dir. Kernosky addressed Mr. Woehr's concerns.

Oren Jakobson, 1579 Church Street, said he has talked with Superintendent Schneider and Attorney Beveridge regarding the definition and application of the Inspection's Department analysis of the repairs to old buildings especially residential houses. He said with any update that is done to the building, the entire component would need to be updated to the uniform dwelling code.

Ald. Kneebone **moved**, Ald. Leek seconded, to approve the chapter 30 rewrite.

Call for the vote: ayes, all; nays, none; motion carried.

7. Adjournment.

Adjourned at 7:16 p.m.

From: [Julie Birrenkott](#)
To: [Marissa Loew](#); [Amanda David](#); [Clerks](#)
Subject: Re: Stevens Point Brewery Special Event Permit Application
Date: Tuesday, April 13, 2021 9:06:30 AM
Attachments: [image001.png](#)
[FCDFC2EF-61E6-4896-9117-EA8457E805AA\[285\].png](#)

Hi Marissa,

It looks as if I missed the email! I apologize. I did talk to Chief Zenner this morning and we discussed the set up. We are moving the food trucks to the parking lot. See attached updated map.

Thanks again, have a great day!

Julie Birrenkott

Director of Marketing



Stevens Point Brewery
Ciderboys Cider Company
Whole Hog Brewing Company
2617 Water St.
Stevens Point, WI 54481
Office: (715) 544-1107
Cell: (715) 252-3926

www.pointbeer.com
www.facebook.com/pointbrewery
www.twitter.com/pointbrewery

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

April 12, 2021 - 7:05 PM

(or immediately following previously scheduled meeting)

Zoom Teleconferencing

Meeting ID: 836 5902 7152 | Passcode: 204173

By Computer: <https://us02web.zoom.us/j/83659027152>

By Phone: +1-312-626-6799 (US Chicago)

MINUTES

Discussion and Possible Action on:

1. Roll Call

PRESENT Ald.Meleesa Johnson, Jeremy Slowinski, Polly Dalton, David Shorr

EXCUSED Ald. Shaun Morrow

OTHERS PRESENT Mayor Wiza; Clerk Yenter; Attorney Beveridge; C/T Ladick;
Alderspersons: Jennings, Nebel, Kneebone, Leek, Fishler; Chief
Finn; Interim Chief Zenner; Directors: Beduhn, Kernosky, Kremer,
Lemke; Deputy C/T Freeberg; Tricia Church; Ginger Keymer

2. Consideration of an Amended Development Agreement with D-J Rice Development, LLC.

Ald. Dalton **moved**, Ald. Slowinski seconded, to approve the amended Development Agreement with D-J Rice Development, LLC as presented.

Call for the vote: ayes, all; nays, none; motion carried.

3. Consideration of Adjusting the Fee for Bulk Item Pickup.

Ald. Shorr **moved**, Ald. Dalton seconded, to approve adjusting the fee for bulk item pickup.

Ald. Dalton **moved**, Ald. Slowinski seconded, to amend the motion to specify that the bulk item pick up fee will be raised to \$15.00.

Call for the vote on the amendment: ayes, all; nays, none; motion carried.

Call for the vote on the main motion: ayes, all; nays, none; motion carried.

4. Approval of Resolution Supporting Increased Funding for the State Shared Revenue Program.

Ald. Shorr **moved**, Ald. Slowinski seconded, to approve the resolution supporting increased funding for the State Shared Revenue Program.

Call for the vote: ayes, all; nays, none; motion carried.

5. Approval of Claims Paid

Ald. Slowinski **moved**, Ald. Dalton seconded, to approve the claims in the amount of \$2,396,644.31.

Call for the vote: ayes, all; nays, none; motion carried.

6. Adjourn into closed session (approximately 7:30 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) on the following:

A. Negotiating the potential purchase of property within TIF District 11

B. Negotiating a development agreement for a possible project in TIF District 11

Ald. Shorr **moved**, Ald. Slowinski seconded, to adjourn into closed session at 8:41 p.m.

Roll Call: Ayes: Ald. Slowinski, Shorr, and Johnson Nays: Ald. Dalton Motion carried.

7. Adjournment.

Adjourned in closed session at 9:16 P.M.

COMPTROLLER-TREASURER REPORT
for the period ending February 28, 2021

	Bal February 1, 2021	Receipts	Disbursements	Bal February 28, 2021
GENERAL OPERATING CASH	\$4,427,448.34	\$8,289,471.30	\$11,169,837.53	\$1,547,082.11
UTILITIES & TRANSPORTATION (Cash and Investments)	\$12,226,917.75	\$1,440,549.54	\$1,027,442.27	\$12,640,025.02

INVESTMENTS	Bal February 1, 2021	TRANSFER IN	TRANSFER OUT	Bal February 28, 2021
GENERAL	\$37,361,854.19	\$507,704.58	\$4,500,000.00	\$33,369,558.77
SPECIAL REVENUE	\$820,085.70	\$0.00	\$0.00	\$820,085.70
DEBT SERVICE	\$53,996.36	\$0.00	\$35,532.23	\$18,464.13
CAPITAL PROJECTS	\$5,498,903.15	\$0.00	\$620,132.24	\$4,878,770.91
INTERNAL SERVICE	\$2,008,616.00	\$0.00	\$0.00	\$2,008,616.00
TRUST	\$3,453,081.77	<u>\$0.00</u>	<u>\$0.00</u>	\$3,453,081.77
TOTALS	<u>\$49,196,537.17</u>	<u>\$507,704.58</u>	<u>\$5,155,664.47</u>	<u>\$44,548,577.28</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,018,922.00	\$709,454.27	17.65%
POLICE	\$5,653,446.00	\$857,471.24	15.17%
FIRE	\$5,567,003.00	\$850,716.28	15.28%
PUBLIC WORKS	\$6,290,108.00	\$730,970.15	11.62%
PARK & REC	\$2,023,093.00	\$212,421.68	10.50%
CAPITAL PROJECTS	\$6,288,000.00	\$836,464.55	13.30%
DEBT SERVICE	\$7,169,701.00	\$5,589,536.13	77.96%
YTD TARGET	16.66%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$24,994,619.00	\$13,543,328.27	54.18%

Supplemental Poll Workers for 2020-2021

Presented for approval by the Common Council on April 19, 2021

[illegible]



Memo

TO: Board of Park Commissioners

FROM: Dan Kremer, Director of Parks, Recreation and Forestry

DATE: March 31, 2021

RE: Award of Project #21-06 Donald Copps Municipal Pool Facility Waterslide Rehabilitation

Bids were opened for project # 21-06, the Donald Copps Municipal Pool Facility Waterslide Rehabilitation, on March 30, 2021 and received one bid from Fischer Bros. LLC. The bid tab is included in your packet which shows the low bid of \$35,500. The project budget is \$43,000.

After review of bid materials, Fischer Bros. LLC is familiar with the project and qualified to perform the work.

Recommendation:

1. Award the project to Fischer Bros. LLC in the not-to-exceed amount of \$40,500.

RESOLUTION

[CONDITIONAL USE PERMIT – 4201 MAIN STREET – CONSTRUCT RESTROOM FACILITY AT IVERSON PARK]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at **4201 Main Street (Parcel ID 281240834200601)**, and described as SWNE & THAT PRT SENE EX 262/352 & PRT SENW & NESW EX HWY 10 ROW DESC IN 253/615 & 274/267 & ALSO EX 423/24 S34 T24 R8 (IVERSON PARK), City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit to construct a restroom facility with the following conditions:

1. The applicant shall obtain all applicable stormwater approvals, subject to the review and approval of the Utilities Department meeting applicable stormwater requirements.
2. All building and razing permits shall be applied for and obtained prior to the start of construction.
3. Staff shall have the ability to approve minor amendments to the site plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 5, 2021
Adopted: April 19, 2021

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – LINEAGE LOGISTICS – ALLOW FOR MEAT PACKING USE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, an unaddressed parcel located off of E M Copps Drive (Parcel ID 2812308011120001), and described as PRT E 1/2 FRAC NWNE LYG S OF RR ROW BNG L1 CSM 2/302& ESMT OF W25' CSM6/298-462/1060 S1T23R8 17.35A M/L CSM 2/302; 462/1060;777336-ANNX;778831, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit to allow for meat packing with the following conditions:

1. There shall be no keeping of livestock or slaughtering within the property.
2. A sampling manhole shall be constructed near the EM Copps Drive Right of Way for wastewater sampling of the packaging processing plant, subject to the review and approval of Utilities Department staff meeting applicable wastewater standards.
3. The applicant shall enter into a revocable occupancy easement agreement to allow stormwater management facilities to be located in the E M Copps Drive Right-of-Way.
4. Occupancy standards shall be met for the proposed packaging processing plan, subject to the review and administration of the Building Inspections Division of the Community Development Department meeting applicable Commercial Building Code requirements.
5. Building permits shall be applied for and approved prior to commencement of construction.
6. Staff shall have the authority to approve minor changes to the site plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 5, 2021
Adopted: April 19, 2021

Drafted by: Adam Kuhn
Return to: City Clerk

**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE
OF THE CITY OF STEVENS POINT**

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That the Official Street Map and Extraterritorial Street Map of the City of Stevens Point be amended by adding the following described street:

E.M. Copps Drive

A 100 foot wide street from its intersection with Badger Avenue to a point 1,309 feet east more particularly described as follows and depicted on attached Exhibit 'A':

Said street being all of Lot 3 of Portage County Certified Survey Map Number 11262-52-92, and part of Lot 1 of Portage County Certified Survey Map Number 642-2-302, located in the Fractional Northwest Quarter of the Northeast Quarter of Section 1, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 1; thence South 01 degree 03 minutes 04 seconds East along the west line of said Fractional Northwest Quarter of the Northeast Quarter of Section 1 a distance of 1,118.85 feet to the northwest corner of said Lot 3 of Portage County Certified Survey Map Number 11262-52-92 and the point of beginning; thence South 88 degrees 59 minutes 57 seconds East along the north line of said Lot 3 a distance of 654.90 feet to the northeast corner thereof; thence South 88 degrees 59 minutes 57 seconds East 654.49 feet to a point on the east line of said Fractional Northwest Quarter of the Northeast Quarter of Section 1; thence South 00 degrees 40 minutes 36 seconds East along said east line 100.04 feet; thence North 88 degrees 59 minutes 57 seconds West 654.14 feet to the southeast corner of said Lot 3 of Portage County Certified Survey Map Number 11262-52-92; thence North 88 degrees 59 minutes 57 seconds West along the south line of said Lot 3 a distance of 654.59 feet to the southwest corner thereof; thence North 01 degree 03 minutes 04 seconds West along the west line of said Lot 3 a distance of 100.06 feet to the point of beginning and there terminating.

SECTION II: The City Clerk shall file a copy of the ordinance with the Register of Deeds of Portage County, Wisconsin.

SECTION III: This ordinance shall take effect upon passage and publication.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

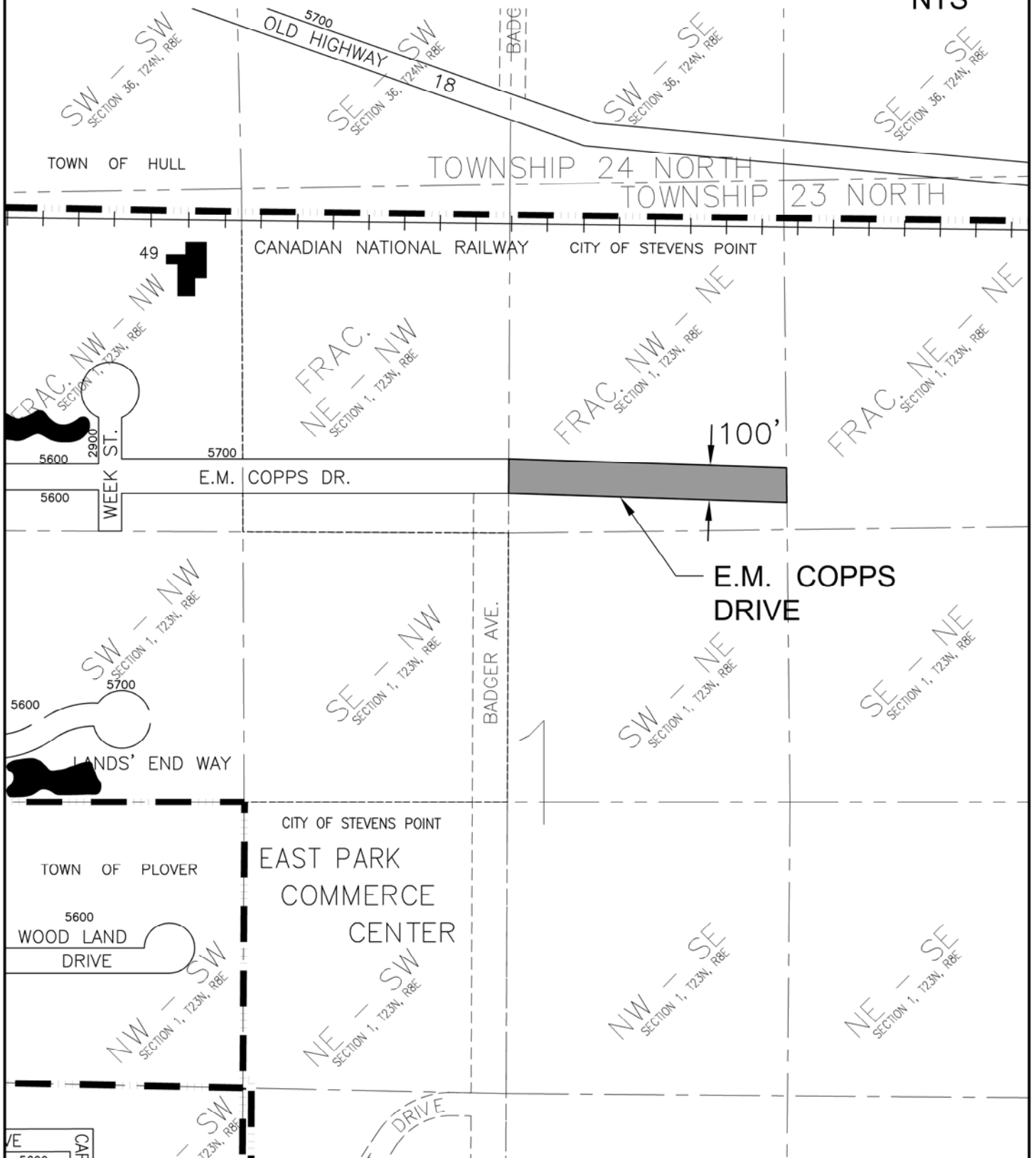
Dated: March 15, 2021
Approved: April 19, 2021
Published: April 23, 2021

RETURN TO: Stevens Point City Clerk
Drafted by P. Fuehrer, City Engineering

OFFICIAL STREET MAP AMENDMENT EXHIBIT 'A'



NTS



RESOLUTION

[CONDITIONAL USE PERMIT – 4001 PATCH STREET– DREDGE MCDILL POND]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at **4001 Patch Street (Parcel ID 281230803210005)**, and described as LOT 2 CSM#7181-26- 111 BNG PRT N 1/2 NW FR 1/4 S3 T23 R8 (SUBJ UNRECORDED AGRMT TO CITY ST PT-GOLF DISC COURSE)138/231 273/535 405/341ESMT;646627;817510RE 817511RES, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit to dredge McDill Pond with the following conditions:

1. An erosion control permit prior to project initiation, subject to the review and approval of Utilities Department staff meeting applicable erosion control guidelines.
2. A safety control plan (signage, barriers to the storage site, public information announcements, etc.) is submitted to the Stevens Point Parks, Recreation and Forestry Department prior to project initiation for review and approval.
3. The McDill Lake District performs complete restoration of the parcel upon completion of the project to its original condition.
4. Dredging operations shall not prevent, interfere or otherwise obstruct disc golf play or the Isaac Walton League Jamboree, unless otherwise approved by the Parks and Recreation Department.
5. A complete project schedule shall be provided to City staff prior to the start of any work.
6. All harvester equipment shall be removed from the subject property during winter months when harvesting operations are not active.
7. All equipment on the subject property shall be stored in a utility trailer or motorized vehicle when not in use.
8. All vehicles and trailers shall be stored where identified on the site plan when not in use.
9. A fencing plan shall be submitted to Community Development staff for review and approval, meeting applicable Zoning Code requirements.
10. A zoning permit shall be obtained prior to the start of any work occurring.
11. All dredged material must be removed from the subject property when dried (not to exceed three months) by the selected contractor.

12. Silt fencing shall be installed around the storage of dredged material.
13. Staff shall have the authority to approve minor changes to the site plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 5, 2021
Adopted: April 19, 2021

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – STEVENS POINT MUNICIPAL AIRPORT – CONSTRUCT A PARKING LOT]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met for the property located at **4401 State Highway 66 (Parcel ID 281240823230001)** and an adjoining unaddressed parcel **(Parcel ID 281240823230002)**. Parcel ID 281240823230001 is described as L1 CSM#10340-46-70 BNG PRT SECTS 14,22,23,26 & 27 T24 R8 LYG IN CITY LMTS 676.96A M/L 172/149-172/153 213/217;223/404-6;223/409& 10;286/580&81;MOREDOCS-NOTE 805711RES;173/70 2/3 839957RES AIRPORT, City of Stevens Point, Portage County, Wisconsin. Parcel ID 281240823230002 is described as L2 CSM#10340-46-70 BNG PRT SESW &SWSE S14;NWNE SWNW&E1/2NW;W1/2SW;SESW S23 SUBJ AVIG ESMT-331/175-6 26.86A M/L 172/149&50&52; 330/444;332/453;335/648* 337/157;520/567ANNX, City of Stevens Point, Portage County, Wisconsin. The aforementioned is hereby granted a Conditional Use Permit to construct access roads and associated parking spaces at the Stevens Point Municipal Airport, subject to the following conditions:

1. An erosion control permit shall be obtained, subject to the review and approval of the Utilities Department meeting applicable erosion control guidelines.
2. A sign permit shall be obtained for proposed signage near the parking lot, subject to the review and approval of Community Development staff meeting applicable Sign Code requirements.
3. The applicant shall obtain proper approvals for the relocation of the Green Circle Trail and the Izaak Walton League driveway.
4. A 20' setback shall exist between the parking lot and Highway 66.
5. A turnaround area shall be provided on the southwestern side of the proposed parking lot to provide an adequate turnaround radius, subject to the review and approval of Community Development staff.
6. Building and zoning permits shall be obtained prior to the start of construction.
7. Staff shall have the ability to approve minor changes to the site plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 5, 2021
Adopted: April 19, 2021

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[MODIFY THE PLANNED DEVELOPMENT DISTRICT PLANS FOR LOTS 7 & 8, 13 & 14, 15 & 16, 17 & 18, AND 19 & 20, LOCATED ON WASHINGTON AVE AND FOURTH AVE (PARCEL ID'S 281240830402416, 281240830402417, 281240830402422, 281240830402423, 281240830402424, 281240830402425, 281240830402426, 281240830402427, 281240830402428, 281240830402429)]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record, the Common Council determines that all standards required have been met, the attached Planned District Development plans for lots 7-8 and 13-20 of the Grant Plat, located on Washington Avenue and Fourth Avenue (Parcel ID's 281240830402416, 281240830402417, 281240830402422, 281240830402423, 281240830402424, 281240830402425, 281240830402426, 281240830402427, 281240830402428, 281240830402429), and also described as all of lots 7-8 and 13-20 of Grant Plat, located in Government Lot 3 of Section 30, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin are hereby approved subject to the following conditions:

1. For lots that are intended for single family use, a certified survey map should be produced showing impact lots combined that is subject to the review and approval of Community Development staff.
2. The development agreement shall be amended to reflect the request, obtaining approvals from the Finance Committee and Common Council.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 5, 2021
Adopted: April 19, 2021

Drafted by: Adam Kuhn
Return to: City Clerk



MEMORANDUM

To: City Finance Committee

From: Ryan Kernosky, Director of Community Development 

Date: April 12, 2021

RE: **Amended Agreement – DJ Rice Development**

Background: In 2018, the City of Stevens Point approved a development agreement with DJ Rice Development, LLC to construct 20 units of zero lot line developments (10 total buildings). In 2019, the Council amended the Planned Development District and the Development Agreement to allow two single-family homes along Frederick Street as opposed to four units of zero lot line development. Now, the Developer is asking for additional flexibility to finish the project as they see fit. This could include the remaining lots to be developed into single-family, zero lot line, or a mix of the two.

Six units of zero lot line development have been completed, and two single-family homes have been completed. The developer has expressed concern about the impacts of COVID-19 and the prices of construction supplies to be able to provide more affordable housing in this area. By providing the developer additional flexibility, it will further allow the City to diversify our housing stock in an aging neighborhood. City Plan Commission reviewed this request on April 5th, 2021, and recommended approval unanimously to amend the Planned Development District.

Staff Recommendation: I would recommend approval of the attached amended development agreement.

www.stevenspoint.com

Open Records Rider: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.

Grant School Redevelopment

Amended Development Agreement

Between the City of Stevens Point and D-J Rice Development, LLC

Approved by the Common Council of the City of Stevens Point:

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Restated & Amended Development Agreement

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2021 by and between the City of Stevens Point, Wisconsin, a Wisconsin municipal corporation (the "City") and D-J Rice Development, LLC, a Wisconsin limited liability company (the "Developer").

Recitals

WHEREAS, the City is committed to promoting infill development consistent with the City's plans; and

WHEREAS, the Developer is willing to construct either seven single- family homes or ten side by side twin homes, whichever the Developer chooses, on the Development Site if it obtains assistance from the City as set forth herein; and

WHEREAS, the City is willing to provide financial assistance as set forth herein, and has determined that this Agreement is in the public interest; and

WHEREAS, the City and Developer previously entered into a development agreement executed on November 15, 2018 for development of the Development Site with exclusively side by side twin homes, which was rescinded and replaced it in its entirety with the Agreement executed on September 5, 2019, which replaced the twin homes on lots 9-12 with two single-family homes; and

WHEREAS, the City and Developer have previously entered into a restated development agreement executed on September 5, 2019 for the development of the Development Site which allowed for two single- family homes to be constructed on lots 9-12, but the parties now wish to amend said restated development agreement to allow the construction of either five additional single-family homes, ten side by side twin homes, or a mix as determined by the Developer; and

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties contained herein, each of them does hereby represent, covenant, and agree with the other as outlined in this Agreement.

Purpose of Agreement

The parties hereto are entering into this Development Agreement for the construction of either seven single- family homes or ten side by side twin homes, whichever the Developer chooses, on the Development Site. Further, the parties have reached an understanding regarding participation and intend to enter into this Development Agreement to record the understandings and undertakings of the parties and to provide a framework within which the development may proceed. Lastly, the parties intend for this Amendment Agreement to completely rescind and replace the previous agreement executed on November 15, 2018, a copy of which is attached to this Agreement as Exhibit E.

Part 1. Definitions

As used in this Agreement, the following terms shall have the meanings indicated:

- A. "Agreement" means this Development Agreement by and between the City and Developer, as the same may be from time to time amended.
- B. "City" means the City of Stevens Point, Wisconsin.
- C. "City Specific Tax Payment" means the City's portion of the total real estate tax liability for the Development Site.
- D. "Developer" means D-J Rice Development, LLC, or assigns.
- E. "Development" means construction of seven single family homes or ten zero lot line duplexes and related improvements. The Development will consist of three phases: Phase 1 – Lots 1-8, Phase 2 – Lots 9-12, and Phase 3 – Lots 13-20. The lots for the Development are generally depicted in Exhibit A.
- F. "Development Costs" means the amounts expended by Developer for construction of the Private Improvements as required under Section 3.02.04 of this Agreement, which is estimated to be approximately Three-Million Six Hundred Thousand Dollars (\$3,600,000.00).
- G. "Development Site" means a parcel of land approximately 1.4 acres in size located at 525 Fourth Avenue Tax Parcel ID (281240830402401). The Development Site is generally depicted in Exhibit A.
- H. "Effective Date" means the date this Agreement is authorized by all parties.
- I. "Private Improvements" means the construction of either seven single family homes or ten zero lot line duplexes, but generally described as the improvements to the Development Site. A general description with conceptual drawings generally depict the planned Private Improvements in Exhibit B.
- J. "Property" means the Development Site as improved, including the Private Improvements.

Part 2. Parties Warranties and Representations

Division 2.01 City Representations

The City makes the following representations as the basis for the undertaking on its part herein contained:

- A. The City is a municipal corporation and political subdivision organized under the laws of the State of Wisconsin.

- B. The City has the authority to enter into this Agreement and carry out its obligations hereunder pursuant to the authority granted to it by the Wisconsin Constitution and State law.
- C. The City proposes to provide assistance to Developer in accordance with the provisions of this Agreement.
- D. The activities of the City are undertaken for the purpose of removing blight, increasing housing options, and promoting infill development.
- E. The parties signing below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City.

Division 2.02 Developer Warranties and Representations

The Developer makes the following warranties and representations as the basis for the undertaking on its part herein contained:

- A. D-J Rice Development, LLC, duly organized and in good standing under the laws of the State of Wisconsin, and is not in violation of any provisions of its Articles of Organization, Operating Agreement or the laws of the State of Wisconsin, has the power to perform its obligations hereunder and has duly authorized the execution, delivery and performance of this Agreement by proper company action.
- B. Developer will control the construction of the Private Improvements on the Development Site.
- C. The parties signing below for Developer warrant that they have full power and authority to execute this Agreement on behalf of Developer, and to bind Developer to the Agreement.
- D. The construction of the Private Improvements on the Development Site by Developer would not occur but for the assistance being provided by the City hereunder.
- E. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with, or results in the breach of the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which is bound, or constitutes a default under any of the foregoing.

Part 3. Parties Undertakings

Division 3.01 City Undertakings

Section 3.01.01 Construction of Alley

City agrees to extend an alley from Grant Street to Frederick Street for the purpose of access to the Development Site. Such improvements are estimated to cost \$56,406.60 and are further defined in Exhibit C.

Section 3.01.02 Construction of Water and Wastewater Improvements

City agrees to construct water and wastewater improvements to the property line for each of the units that will be located on the Development Site. Such improvements are estimated to cost \$80,264.47 and are further defined in Exhibit D. Since the Development will be completed in phases, the City will proceed with the construction of these improvements after the following activities have taken place:

1. Phase 1 – For the lots in Phase 1, the City will proceed with construction of these improvements when the Developer supplies satisfactory evidence that they are the legal owner of the portion of the Development Site that encompasses Phase 1 and that they have secured the necessary financing to carry out Phase 1 of the Development.
2. Phase 2 – For the lots in Phase 2, the City will proceed with construction of these improvements when the Developer supplies satisfactory evidence that they are the legal owner of the portion of the Development Site that encompasses Phase 2 and that they have secured the necessary financing to carry out Phase 2 of the Development. Furthermore, since the City may use the lots in Phase 2 as collateral under, the City will not proceed with the construction of the improvements for this phase until such collateral has been released.
3. Phase 3 – For the lots in Phase 3, the City will proceed with construction of these improvements when the Developer supplies satisfactory evidence that they are the legal owner of the portion of the Development Site that encompasses Phase 3 and that they have secured the necessary financing to carry out Phase 3 of the Development.

City also agrees to construct stormwater improvements within the alley that are necessary to handle stormwater from the driveways of the Development. All other stormwater, such as the roofs, shall be handled on site.

Section 3.01.03 City Payment of Deferred Assessments

The costs of constructing the alley, water infrastructure, and wastewater infrastructure described in Sections 3.01.01 and 3.01.02 shall be assessed against the benefitted properties as deferred assessments in accordance to the degree to which each parcel within the Development

is benefitted by said improvements. Since the Development will be completed in three phases and the Developer will not initially own Phase 3 of the Development, the deferred assessment for the costs relating to the alley construction will not be placed on the lots in Phase 3 until the Developer becomes the legal owner of these lots.

For all lots within the Development upon which a completed home is built and associated final occupancy permit issued within 36 months of the Effective Date of this Agreement, the City shall pay all such assessments except for 50% of the cost of the water and wastewater improvements, with the remaining 50% to be paid by the Developer. Following that 36 month period, the deferred assessments shall be paid in 5 equal yearly installments due January 31st of each year. Those 5 installments shall be paid by Developer for each property unless and until a home is completed upon that property and a final occupancy permit issued. Once that occurs, the City shall pay any remaining portion of the deferred assessment for that parcel.

Division 3.02 Developer Undertakings

Section 3.02.01 Purchase of the Development Site

Developer agrees to purchase the Development Site from the current owner.

Section 3.02.02 Raze Existing Structure and Preparation of the Development Site

Developer agrees to raze the existing building on the Development Site and prepare the site for the development of the Private Improvements.

Section 3.02.03 Dedication of Land for Alley and Other Public Improvements

Developer agrees to dedicate the needed land for no financial consideration to the City, so that the City may construct the alley as required under Section 3.01.01. The amount of land shall be determined by the City in accordance with applicable standards for cross sections of an alleyway appropriate for the area in question.

Section 3.02.04 Construction of the Private Improvements

Developer agrees to construct a residential development with a total assessed value of at least \$2,700,000.00 (two million, seven hundred thousand dollars), within 36 months of this Agreement. Such Private Improvements, as outlined within this Agreement, and is further describe in Exhibit B.

Section 3.02.05 Minimum Tax Increment Payment

Following completion of the Private Improvements within 36 months of this Agreement, Developer agrees to guarantee a minimum annual City Specific Tax Payment of not less than \$25,000.00 for a period of not less than 10 years. In the event that the amount of City Specific Tax Payment is less than \$25,000.00 for any year within the 10 years, the Developer shall pay to the City an additional amount to make up for the shortfall ("Tax Supplement Amount"). Such Tax Supplement Amount shall be paid to the City no later than

the date upon which the real estate tax payment it is associated with is due.

Section 3.02.06 Cost of Water and Wastewater Improvements

Developer agrees to pay the City 50% of the Water and Wastewater Improvements (Exhibit D) as a deferred assessment (estimated Developer cost is \$40,132.24). Payment shall be upon sale of each unit (estimated cost per unit is \$2,229.57), but shall be completely payable within 36 months of this Agreement. Meaning, Developer will need to have paid an estimated \$40,132.24 within 36 months of this Agreement.

Section 3.02.07 Developer Payment of Deferred Assessments

In addition to the 50% of costs for the Water and Wastewater Improvements, Developer shall pay annual installments on deferred assessments on all properties that do not have a completed home on them within 36 months of this Agreement. The assessment will be payable on a 60 month term, commencing after the initial 36 months has expired. Interest will accrue at a rate of 2.25% per annum after the initial 36 months. Payment will be due January 31st of each year.

Section 3.02.08 Grant of Collateral

During the time between the Developer becoming the legal owner of lots in Phase 1 and the Developer becoming the legal owner of the lots in Phase 3, the Developer shall grant the City collateral in an amount and form acceptable to the City to cover 50% of the costs relating to the cost the City will incur to construct the alley and related stormwater improvements. Such collateral shall be released upon the City levying a deferred assessment for 50% of the costs of the construction of the alley.

At the time of execution of this Agreement, the Developer anticipates using the lots in Phase 2 (lots 9-12) of the Development as the collateral. Any change in collateral shall be approved by the Comptroller-Treasurer and City Attorney for the City.

Section 3.02.09 Property Maintenance

Developer shall maintain the Property in a good and presentable condition at all times. Developer shall maintain adequate insurance throughout the project.

Division 3.03 Conditions Precedent to Construction of Private Improvements

Section 3.03.01 Purpose

The parties acknowledge that the Development will require substantial financial resources. While each party is willing and prepared to perform its obligations hereunder, the parties recognize that each must begin its performance under this Agreement and continue it up to the point of construction.

Section 3.03.02 Pre-Construction Undertakings of the City

Prior to construction, the City agrees that it shall:

- A. Cooperate with the Developer to facilitate their performance under Division 3.02 and Section 3.03.03.
- B. Cooperate with Developer in applying for zoning and other permits necessary for the intended Development.
- C. The Developer acknowledges that various specific undertakings of the City described in Division 3.01 and Section 3.03.02 require approvals from City's Boards, Commissions, and/or Committees, the City's Common Council, as well as from governmental bodies external to the City, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under Division 3.01 and Section 3.03.02 are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, the City agrees to make good faith efforts to obtain them on a timely basis.

Section 3.03.03 Pre-Construction Undertakings of the Developer

Prior to construction, the Developer agrees that it shall:

- A. Cooperate with the City so as to facilitate the City's performance under Division 3.01 and Section 3.03.02.
- B. Submit proof of financing for the Development Project.
- C. Obtain all necessary zoning and other approvals for the Development.
- D. For each phase of the project, acquire the portion of the Development Site necessary for that phase from the current property owner."

Part 4. Security

The deferred assessments and collateral referred to in Section 3.01.03 and Section 3.02.08 shall serve as security for the City's investment. The Developer agrees not to oppose the levying of such deferred assessments.

Part 5. Assignment

The rights, duties, and obligations of the Developer hereunder may be assigned by Developer provided that prior to any such assignment Developer procures the written consent of the City to the assignment, which consent shall not be unreasonably withheld. Partners, shareholders or members of the Developer may assign or transfer their ownership to other partners, shareholders and members of the Developer without the consent of the City.

Part 6. Default Provisions

Division 6.01 Notice of Default

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the non-defaulting party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

Division 6.02 Remedies upon Developer's Default

In the event Developer defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Division 6.01, then the City without prejudice to any other rights or remedies afforded to the City, by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof or make a claim for the security of the City development costs pursuant to Part 4 of this Agreement.

Part 7. Notices

All notices, demands, certificates, or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, property addressed as indicated below:

To the Developer:

D-J Rice Development, LLC, or assigns
Attn: Jeff Rice
117 Edgewood Rd. N.
Custer, WI 54423

To the City:

City Clerk
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Any party may, by written notice to the party(ies), designate a change of address for the purposes aforesaid.

Part 8. Nondiscrimination

With the performance of work under this Agreement, the Developer agrees not to

discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Nothing in this Part shall prohibit discrimination based on age or family status with respect to housing for older persons as permitted by applicable federal and state law.

Part 9. No Personal Liability

Under no circumstances shall any alderperson, officer, official, commissioner, director, member, partner or employee of the City or Developer, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability. The limitation on personal liability included in this Part shall extend to Developer's assignment of this Agreement to a partnership or to a limited liability company consistent with Part 5.

Part 10. Miscellaneous Provisions

Division 10.01 Cooperation with Grants

If necessary, Developer shall work with and cooperate with City in providing data and information necessary for City to comply with the provisions or requirements in connection with a State or Federal grant or other funding applicable to and benefiting the Development.

Division 10.02 Entire Agreement

This document contains the entire agreement between Developer, City, and it shall inure to the benefit of and shall be binding upon the parties hereto and the respective heirs, executives, successors and assigns. This Agreement may be modified only by a written Amendment signed by the parties, which Amendment shall become effective upon the execution by both parties.

The City and Developer agree to rescind in its entirety the prior agreement attached as Exhibit E and replace it with this Agreement.

Division 10.03 Survival of Warranties, Representations, and Agreements

Any warranty, representation, or agreement herein contained shall survive the construction of the Private Improvements.

Division 10.04 Governing Law

The internal laws of the state of Wisconsin shall govern this Agreement.

Division 10.05 Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Division 10.06 Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures of the parties transmitted by facsimile transmission or electronic pdf format (via email) shall be deemed to be original signatures for all purposes.

Division 10.07 Severability

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Division 10.08 Force Majeure

If Developer is delayed in the performance of any of its obligations in this Agreement due to circumstances beyond the reasonable control of Developer, including, but not limited to, acts of God, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, strikes, embargoes, unavailable materials, breach of contract by contractors or subcontractors, adverse weather conditions, legally required environmental remediation actions and other acts of force majeure, then the performance of such obligations by Developer shall be postponed by an amount of time commensurate with the period of such delay.

Division 10.09 City Authorization

The execution of this Agreement by the City was authorized by resolution of the City Council adopted _____ day of _____, 2021.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 2021.

~SIGNATURE PAGES FOLLOW~

THE CITY OF STEVENS POINT, WISCONSIN

BY: _____
Honorable Mike Wiza, its Mayor

Attest:

Kari Yenter
By: Its City Clerk

STATE OF WISCONSIN)
:ss
COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 2021, Mike Wiza, Mayor, and Kari Yenter, City Clerk, of the above-named City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

Notary Public, State of Wisconsin

My commission expires: _____

D-J RICE DEVELOPMENT, LLC

A Wisconsin Limited Liability Company

Date: _____

By: _____
Jeff Rice, Manager

STATE OF WISCONSIN)
:ss
COUNTY OF PORTAGE)

Personally came before me _____ day of _____, 2021, Jeff Rice, Manager of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such manager of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such Manager of said Limited Liability Company, by its authority.

Notary Public, State of _____

My commission expires: _____

Exhibit A. Development Site

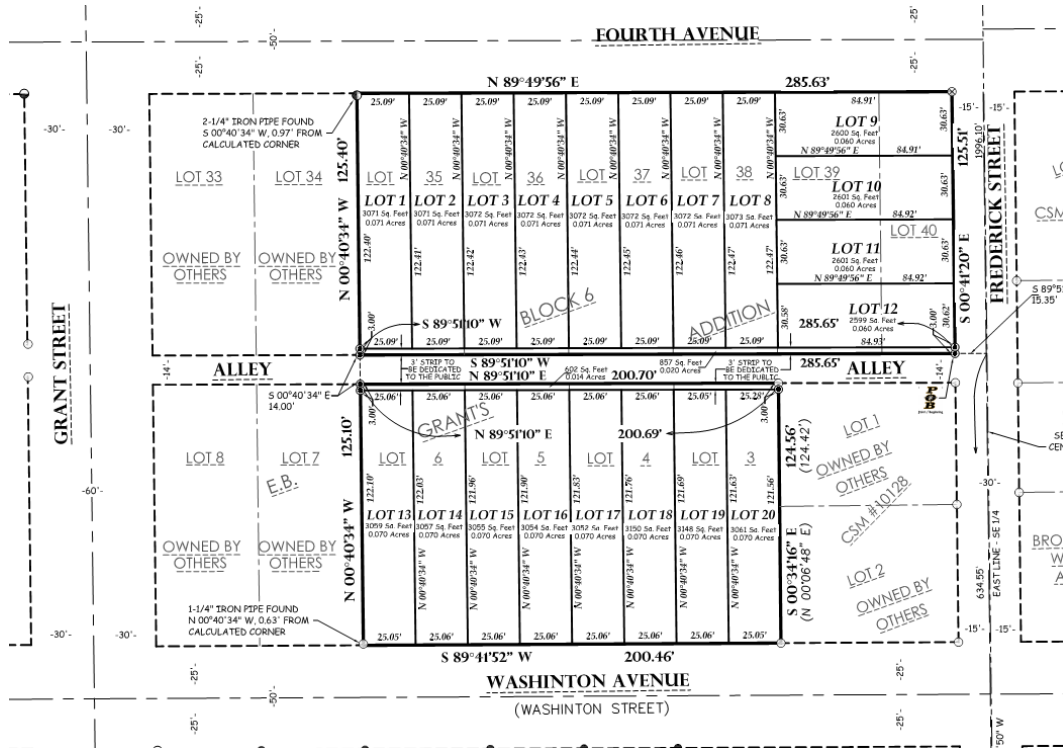
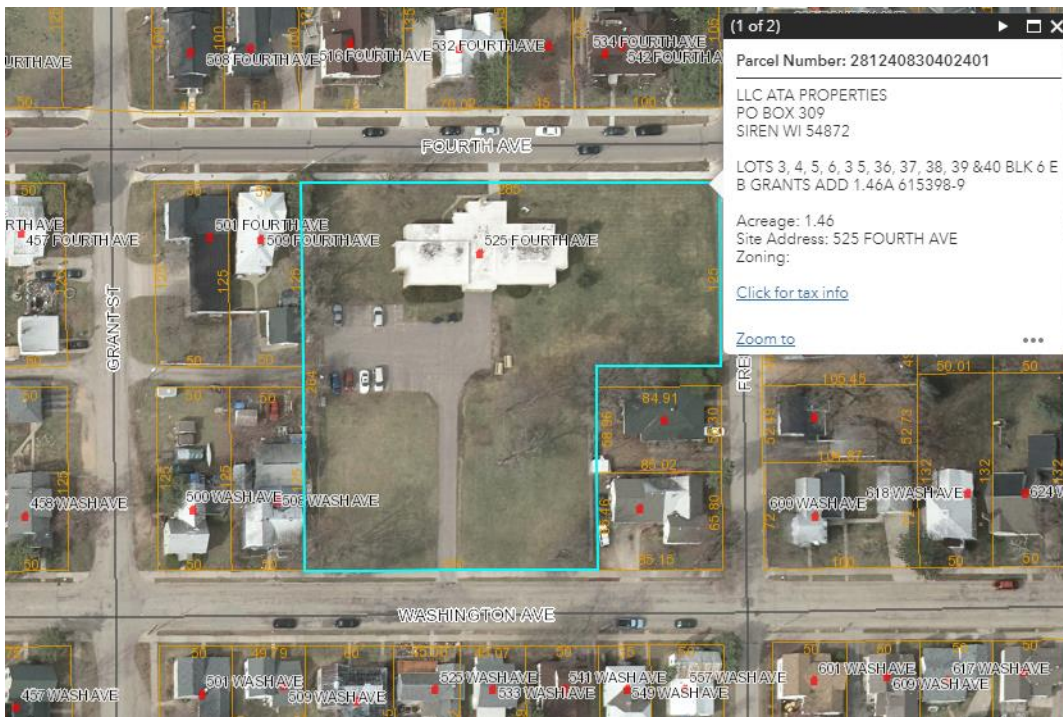
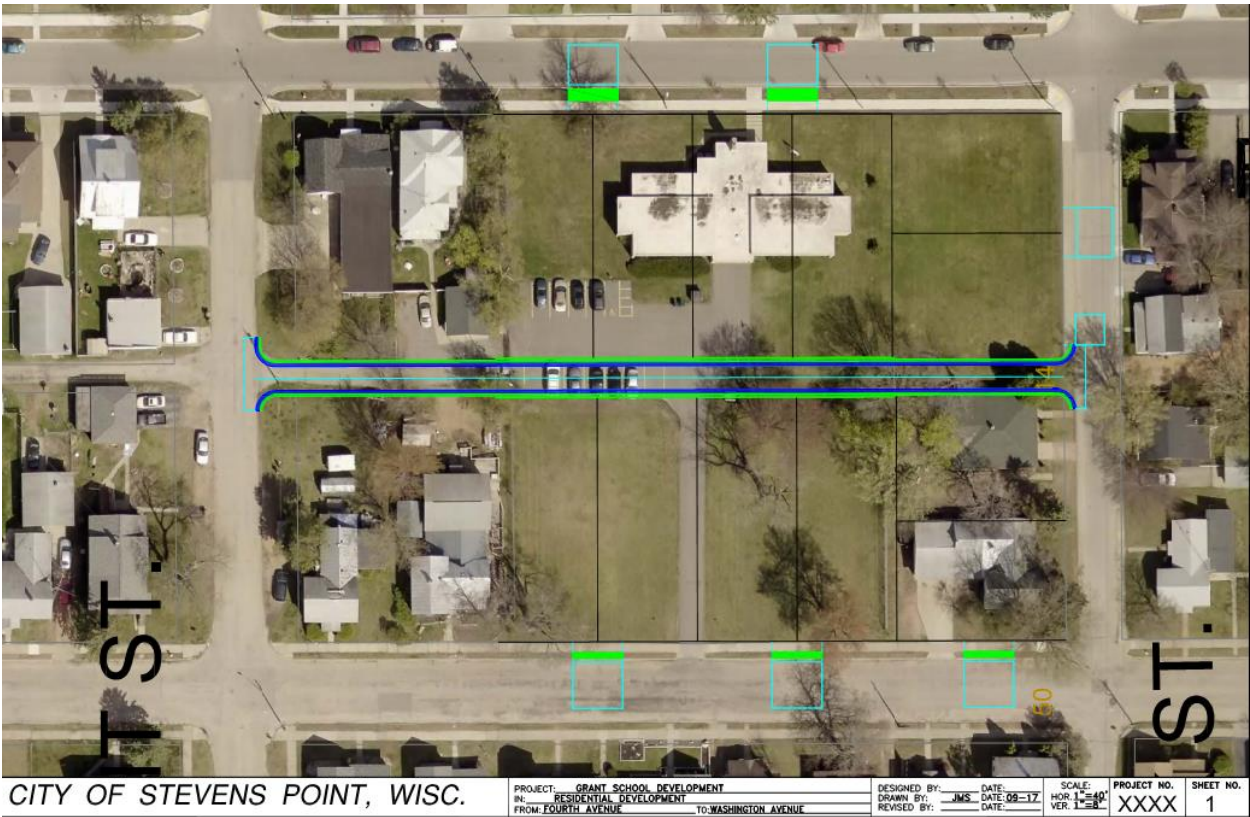


Exhibit B. Private Improvements



Exhibit C. Alley Improvements



**Grant Residential Development
Alley Construction Only**

****ESTIMATE ONLY****

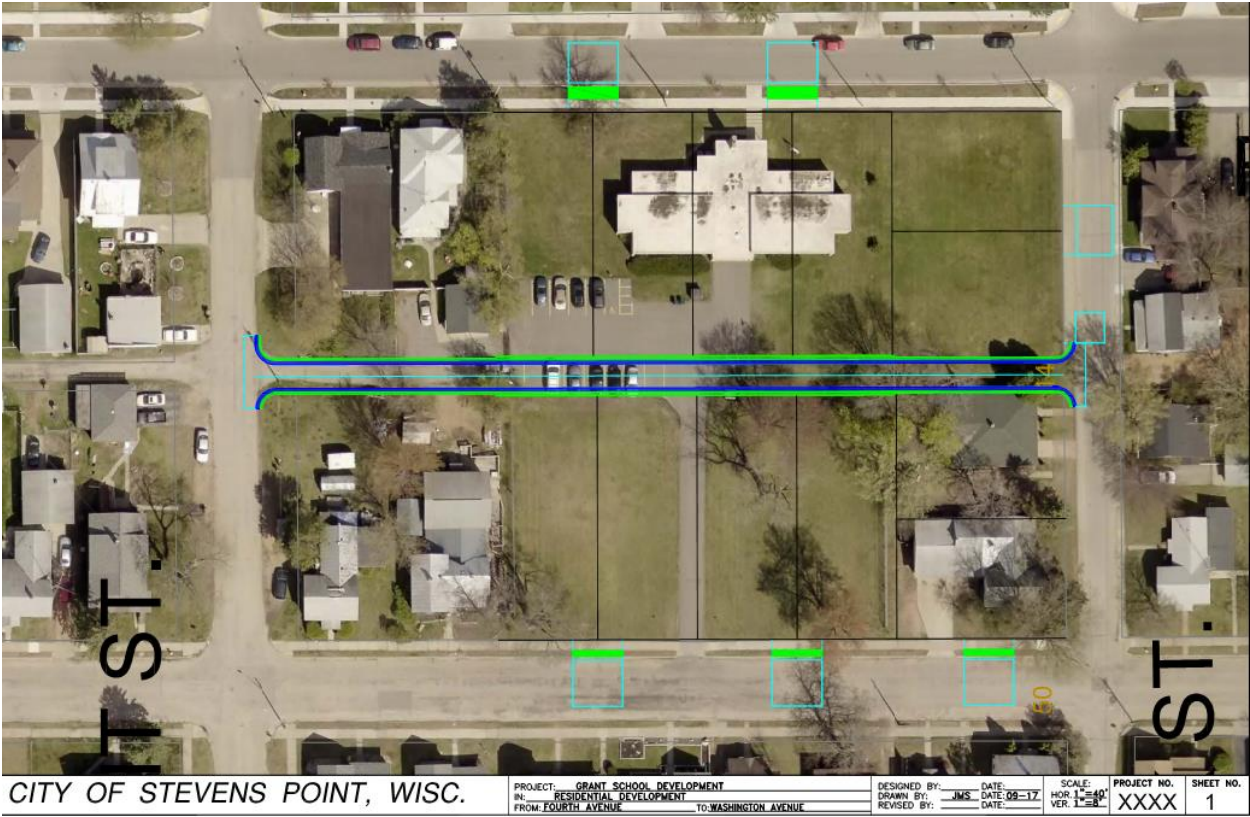
Prepared on 09/15/2017

Item	Quantity	Unit Price	Total Cost
Removals			
Clearing and Grubbing	50 ID	\$25.00	\$1,250.00
Removing Curb and Gutter	6 LF	\$5.00	\$30.00
Removing Concrete Sidewalk	4 SYD	\$3.50	\$14.00
Excavation Common	325 CYD	\$12.00	\$3,900.00
Sawing Asphalt	88 LF	\$4.00	\$352.00
Sawing Concrete	7 LF	\$5.50	\$38.50
EBS	395 CYD	\$35.00	\$13,825.00
Removal Subtotal			\$19,409.50
Roadway Items			
3LT 58-28 S (2.5")	90 TON	\$90.00	\$8,100.00
4LT 58-28 S (1.5")	54 TON	\$95.00	\$5,130.00
Concrete Curb and Gutter 24"	3 LF	\$30.00	\$90.00
Base Aggregate Dense 3/4"	32 CYD	\$50.00	\$1,600.00
Base Aggregate Dense 1-1/4"	262 CYD	\$28.00	\$7,336.00
Finishing Roadway (Project)	1 LS	\$750.00	\$750.00
Prepare Foundation for Asphalt	1 LS	\$2,500.00	\$2,500.00
Roadway Items Subtotal			\$25,506.00
Miscellaneous Items			
Topsoil, Seeding, Mulch	140 SYD	\$6.00	\$840.00
Traffic Control	1 LS	\$1,250.00	\$1,250.00
Miscellaneous Subtotal			\$2,090.00

Total Project Cost	\$47,005.50
Total Project Cost with 20% Contingency	\$56,406.60

Assumes 20-foot right-of-way
Assumes 12-foot wide alley, 2-foot shoulder each side
Assumes removing and replacing existing alley pavement
Does not include land acquisition
Assumes 4" Asphalt
Assumes no sidewalk or driveways
Assumes EBS to a depth of 1.5-feet below subgrade, backfill incidental
Assumes topsoil restoration 1 to 2 feet beyond the shoulder
Signing not included
Electrical/Lighting not included

Exhibit D. Water and Wastewater Improvements



Location: Grant School Site - 2 projected lots for service off of Fourth Ave

<u>UNIT</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>ITEM COST</u>
EACH	1" Standard Water Service	2	\$1,150.00	\$2,300.00
LF	4" Sanitary pipe (LF)	58	\$2.68	\$155.44
LF	6" Sanitary pipe (LF)	0	\$4.43	\$0.00
EACH	Saddle for sewer lateral	1	\$57.96	\$57.96
HR	Backhoe	8	\$60.00	\$480.00
HR	3-Man crew @ sanitary rate	8	\$122.46	\$979.68
HR	3-Man crew @ water rate	0	\$75.68	\$0.00
LS	Misc. equipment	1	\$100.00	\$100.00
HR	Office labor	1	\$21.14	\$21.14
HR	Transportation	8	\$20.00	\$160.00
LS	Roadmat and gravel	1	\$400.00	\$400.00
SQ YD	4" Asphaltic Patch (25x23)/9	64	\$42.00	\$2,688.00
LS	Temp concrete patch	0	\$55.55	\$0.00
LF	Curb and gutter (LF)	25	\$20.00	\$500.00
SQ FT	Sidewalk (SQ FT)	125	\$5.50	\$687.50
SQ FT	6" Driveway Apron Sidewalk	0	\$6.00	\$0.00
SQ YD	6" Driveway Apron	0	\$40.00	\$0.00
LF	Saw cutting (LF)	71	\$1.00	\$71.00
LS	Dewatering	0	\$300.00	\$0.00
LS	Hired Excavator (depth)	0	\$1,300.00	\$0.00
	10% contingency			\$860.07
			TOTAL	\$9,460.79
	this is an estimate and unit prices are subject to change			
Total	24 Lots (services)	10		\$42,542.20
Total	Trench cost	7		\$30,425.50
	10% contingency			\$7,296.77
			TOTAL	\$80,264.47

EXHIBIT E:

Original Agreement



MEMORANDUM

To: Mayor Wiza
Common Council

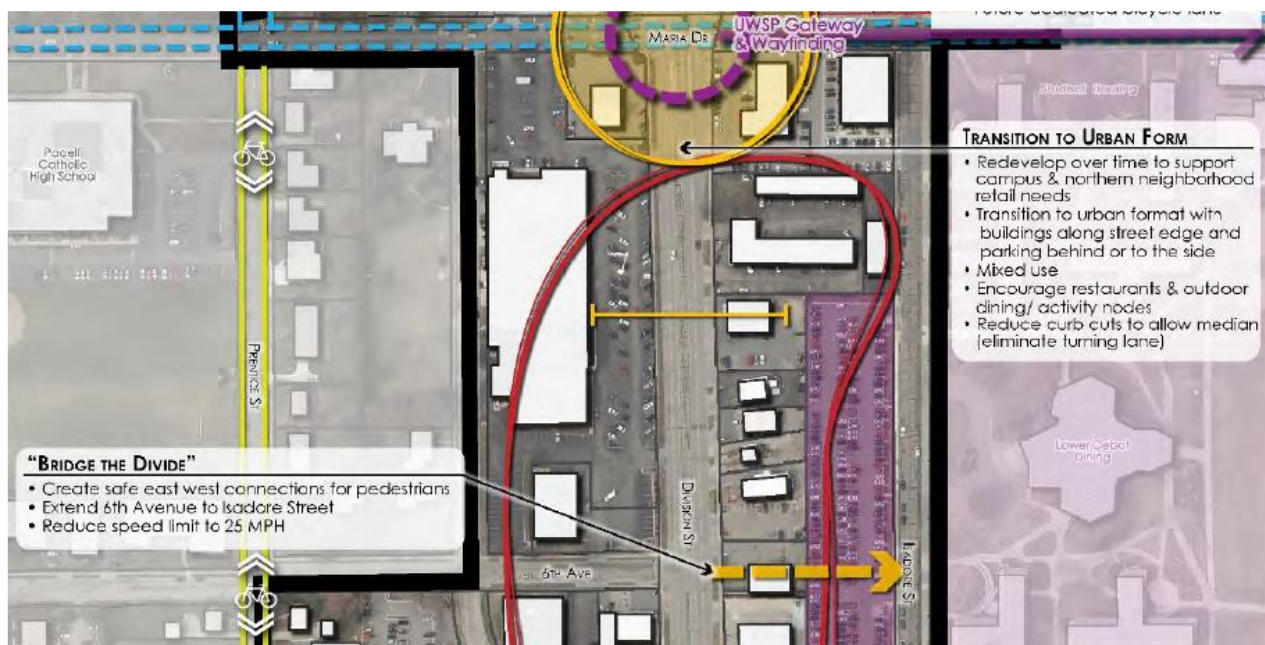
From: Ryan Kernosky, Director of Community Development 

Date: April 19, 2021

RE: **Development Agreement with Secure Fund, LLC for the property located at 209 Division Street**

Background: City staff has been working with Lokre Development (dba Secure Fund, LLC) out of Wausau, WI to identify a number of possible development opportunities within the City. Through those conversations, staff pushed Lokre to consider pursuing acquisition and demolition of the Point Motel. At this time, Lokre is working through the final parts of closing on the subject property.

Staff worked with Lokre to consider the recently adopted Division Street Targeted Area Master Plan, shown below, when putting their building plans together: A focus on urbanism and mixed-use with a reduced setback.



www.stevenspoint.com

Open Records Rider: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.

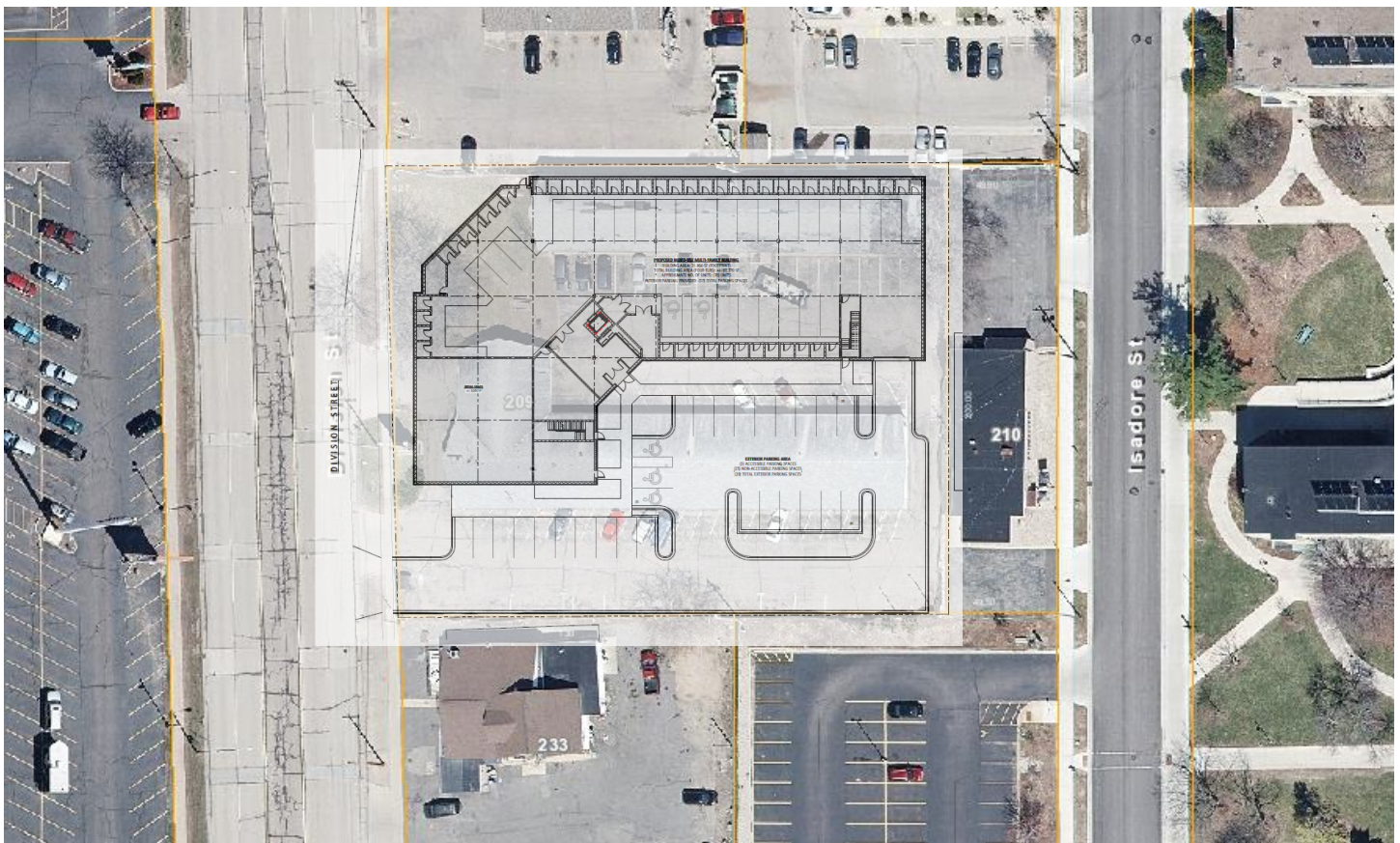
Development Agreement/Incentive Offered: City staff has calculated an approximate assessed value of \$6,700,000. Utilizing the '30 percent' rule of increment to incentive, we would typically like to see an overall incentive not exceed \$2,000,000. Given the issues at the Point Motel over the last several decades and the blighted property it has become, staff was more comfortable providing a larger incentive of \$2,200,000.

The proposed \$2,200,000 incentive would be a hybrid model based on up-front and pay go as outlined below:

- \$550,000 provided when the building is 75% completed as determined by the Building Inspector.
- \$550,000 provided when the certificate of occupancy is issued.
- \$1,100,000 provided in a 50% pay-go over the life of the TIF and not to exceed \$1,100,000.

Given the steep land acquisition and site preparation work required, this project would not happen **but for** City assistance through TIF.

Site Plan & Building Elevations: Below is the preliminary site plan, which includes a 79-unit apartment building with 1st floor covered parking, and 3,000 sf of commercial tenant space focused along Division Street.





Included in this packet is the proposed development agreement and schedule of incentive. Staff would recommend **APPROVAL** of the development agreement as proposed. Please note that the site plan and conditional use permit will still need to be reviewed by the City Plan Commission, likely to occur in May.



City of Stevens Point TID 11-Lokre Apts-Point Motel Site

Projected Tax Increment

Base Value ¹	739,857	Inflation Factor	2.50%
Upfront Incentive	1,100,000	Debt Service Multiplier	6.97%
Interest Rate	2.50%	Tax Rate Adjustment Factor	0.60%

Construction Year	Valuation Year	Revenue Year	Inflation Increment	Value Added	Valuation Increment	Tax Rate	Tax Increment	Debt Serv	Paygo Incent	Balance
								0		0
1	2018	2019	2020	0	0	22.02	0	0	0	0
2	2019	2020	2021	0	0	22.02	0	0	0	0
3	2020	2021	2022	0	0	22.02	0	27,500	0	-27,500
4	2021	2022	2023	0	3,334,347	22.15	73,863	27,500	9,431	9,431
5	2022	2023	2024	0	3,334,348	22.29	148,612	76,637	35,987	45,419
6	2023	2024	2025	185,214	0	22.42	153,656	76,637	38,509	83,928
7	2024	2025	2026	189,844	0	22.55	158,860	76,637	41,111	125,040
8	2025	2026	2027	194,590	0	22.69	164,228	76,637	43,795	168,835
9	2026	2027	2028	199,455	0	22.82	169,766	76,637	46,564	215,399
10	2027	2028	2029	204,441	0	22.96	175,478	76,637	49,421	264,820
11	2028	2029	2030	209,552	0	23.10	181,372	76,637	52,367	317,187
12	2029	2030	2031	214,791	0	23.24	187,451	76,637	55,407	372,594
13	2030	2031	2032	220,181	0	23.38	193,723	76,637	58,543	431,137
14	2031	2032	2033	225,665	0	23.52	200,192	76,637	61,778	492,915
15	2032	2033	2034	231,307	0	23.66	206,866	76,637	65,114	558,029
16	2033	2034	2035	237,089	0	23.80	213,750	76,637	68,557	626,586
17	2034	2035	2036	243,017	0	23.94	220,851	76,637	72,107	698,693
18	2035	2036	2037	249,092	0	24.09	228,176	76,637	75,770	774,463
19	2036	2037	2038	255,319	0	24.23	235,732	76,637	79,548	854,010
20	2037	2038	2039	261,702	0	24.38	243,526	76,637	83,445	937,455
21	2038	2039	2040	268,245	0	24.52	251,566	76,637	87,464	1,024,919
22	2039	2040	2041	274,951	0	24.67	259,858	76,637	84,512	1,123,628
Totals					6,668,695		3,667,527			
						Total Debt Service		1,434,468		
						Total Pay-as-you-go Incentive		1,109,431		

NOTES:



DEVELOPMENT AGREEMENT

City of Stevens Point, WI

Lokre Division Street Apartments | 209 Division Street



Approved by the City of Stevens Point on:

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DEVELOPMENT AGREEMENT – LOKRE DIVISION STREET APARTMENTS

THIS DEVELOPMENT AGREEMENT (“Agreement”) made as of the _____ day of _____, 2021, is made by and between the **City of Stevens Point, Wisconsin**, a Wisconsin Municipal Corporation (the “City”), and **Secure Fund, LLC**, a Wisconsin Limited Liability Corporation (“Developer”). Individually, each of the foregoing is a “Party” and collectively, they are the “Parties”.

RECITALS

WHEREAS, City desires to encourage development, eliminate blight and prevent blight within the City; and,

WHEREAS, City has recently established Tax Increment District No. 11 (“TID No. 11”) pursuant to Wisconsin Statutes; and,

WHEREAS, Developer anticipates that it shall acquire the Property identified and more particularly described on Exhibit A, attached hereto (the “Property”); and,

WHEREAS, City has determined that development of the property will serve to encourage development and to eliminate and prevent blight within the City, and is in the best interests of the City and its residents, and that the economic vitality of TID No. 11 is essential to the economic health of the City; and,

WHEREAS, Developer has filed, or will file, with City the following plans specifications, documents and exhibits (“Plans and Specifications”) if and as required by City, for the development of the Property and for making other improvements, it being acknowledged some may be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A schedule showing the name of the Developer and the mailing address and telephone number of Developer’s representatives for the Project (as defined herein), incorporated by reference herein as Exhibit B.
2. An accurate topographical map showing topographical data of the property, incorporated by reference herein an Exhibit C.
3. A scale plot plan showing the location, type and size of the proposed use for the Property to be improved by Developer as provided herein, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space and landscape plans, including a statistical table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit D.
4. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit E.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

“Annual Debt Service Payment” means the amount due in a given year on the debt that is issued by the City to finance the upfront cash incentive pursuant to section 4.2(2)1.

“Base Value” means the fair market (equalized) value of the Property on January 1, 2020, which is \$739,857.

“Bond” means bonds or notes issued by City to provide City Support.

“City” means the City of Stevens Point, Wisconsin;

“City Support” means City’s support for the Project to be provided to Developer, as set forth in Section 4.2(2) below;

“Developer” means Secure Fund, LLC and its successors and assigns;

“Differential Payment” means the amount to be paid by Developer as the shortfall, if any, between the amount of taxes due on the Incremental Value guaranteed by Developer pursuant to section 4.1(6) and the amount of taxes billed, for any year during the Term of this Agreement;

“Effective Date” means the final signing date of this Agreement by Parties;

“Excess TIF Revenues” means the amount of TIF Revenues received that are in excess of the Annual Debt Service Payment;

“Incremental Value” means fair market (equalized) value of the real property located at the Property, over and above the Base Value, and does not include the value of any government subsidy or program.

“Initial City Support” means City’s support for the Project to be provided as a one-time payment to Developer, as set forth in Section 4.2(2)1. below;

“Ongoing City Support” means City’s support for the Project to be provided to Developer on an ongoing basis, as set forth in Section 4.2(2)2. below;

“Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by City;

“Project” means the development of the Property, including any public or site related improvements specifically needed for the development (e.g. utility extensions to the property, burying of powerlines, or other similar improvements), within City Tax Incremental District No. 11 as shown on Exhibit D and Exhibit E, in accordance with the Plans and Specifications.

“Property” means the real estate identified and more particularly described on Exhibit A, attached hereto;

“Subsequent Tax Year” means a tax year occurring after a year in which Developer makes a Differential Payment.

“Term” has the meaning set forth in Section 9.10 herein.

“TIF Revenues” means the incremental real property tax revenues generated by the Project from tax year 2022 to tax year 2041, plus any Differential Payments paid, collectively in excess of base value tax revenue;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of City. City makes the following representations and warranties:

(1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) City makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Developer’s purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by City and no other or further acts or proceedings of City are required prior to execution by the signatories listed below. This Agreement constitutes the legal, valid, and binding agreement and obligations of City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 2.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a Wisconsin Limited Liability Company and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) Developer intends to cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code, historical district and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) Developer intends to use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances, historical requirements and regulations which must be met before the Project may be lawfully implemented.

(4) But for the City Support to Developer provided for in this agreement, the Project would not be undertaken by Developer at this time, nor would it be economically feasible within the reasonably foreseeable future in the opinion of Developer.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Section 3.1 Developer's obligation to conclude the transaction contemplated herein shall require the satisfactory completion, in Developer's sole discretion, of each of the following conditions:

- (1) Acquisition of the Property by the Developer no later than July 1, 2021 (“Closing Date”).
- (2) Securing sufficient funding to pay the costs of construction of the Project.
- (3) Issuance of all approvals and authorizations required for the construction of the Project, including issuance of land use and building permits by the City.

ARTICLE IV UNDERTAKINGS BY DEVELOPER, CITY, AND RA

Section 4.1 Developer Obligations. Developer undertakes the following obligations, and in consideration of City’s obligations in Section 4.2, below.

- (1) Developer shall make all reasonable efforts to construct the 79-unit mixed-use development. The Project will be developed under the Plans and Specifications prepared by the Developer and approved by City, such approval not to be unreasonably withheld, conditioned or delayed.
- (2) Developer shall diligently pursue work activities on the Property and shall complete the Project on the Property so as to obtain occupancy permits in accordance with state and local codes no later than December 31, 2023.
- (3) Developer guarantees that the Incremental Value of the Property will be not less than six million six hundred sixty eight thousand six hundred ninety five dollars and sixty five cents (\$6,668,695.65) on January 1, 2024.
- (4) The aforesaid \$6,668,695.65 minimum Incremental Value of the Property shall continue during the remaining Term of this Agreement.
- (5) Without limiting other provisions in this Agreement, the dates in Sections 4.1(2) and (3) are subject to Force Majeure.
- (6) For the tax year 2023 and thereafter ending with the last tax year of the Term covered by this Agreement, Developer guarantees that the amount due to the City on the Incremental Value of the Property shall be not less than the minimum Incremental Value guaranteed in Sections 4.1 (3), and (4) herein, multiplied by the mill rate for the relevant year. For example, should the assessment ratio be 100% and the mill rate \$25.02 per \$1,000 for tax year 2023, the amount of taxes required due under this Agreement for tax year 2023 is \$166,850.77. Developer agrees that, in the event the property taxes due for any year covered by this Agreement shall be based on an Incremental Value less than the Incremental Value guaranteed in Section 4.1 (3) and (4) above, City may submit a bill to Developer for the

differential (“Differential Payment”). For example, if the amount which would be due based on the minimum Incremental Value of \$6,668,695.65 is \$166,850.77, and the amount of property taxes billed is based on an Incremental Value of \$6,000,000.00, rendering a tax bill of \$150,120.00, the billable Differential Payment is \$16,730.77. The Differential Payment bill shall be submitted to Developer by the City Treasurer by March 1 of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31 of that year. If not fully paid when due, the amount remaining unpaid on and after April 1 of that year shall accrue interest at a rate of 6% per annum until fully paid. City has the option of placing any unpaid amount on the subsequent year’s property tax bill as a special charge. Developer consents and agrees to the use of the special charge mechanism under Wis. Stats. § 66.0627 and Ch. 74, Wis. Stats. for such unpaid amounts and waives any and all challenges under law to the use of the special charge mechanism.

(7) Developer agrees to develop the Property within Tax Increment District No. 11 as shown on Exhibit G and identified elsewhere within this Agreement and all Exhibits thereto. All buildings and structures on the Property shall be constructed in accordance with the Plans and Specifications as filed by Developer and approved in final form by City. Developer may make changes to the Plans and Specifications during the course of construction, but any such changes shall be made only if they are first in written form to the City for its review. If such changes are consistent with the general objectives of the Plans and Specifications and this Agreement, the City may approve the proposed change. However, any such change shall comply with all applicable laws and Developer may not proceed with any such change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). If a change is required to be approved by the City, City agrees to consider and approve or reject any proposed change within 30 days after submittal by Developer to City or such approval is deemed granted. If City’s approval is needed within a shorter period of time due to Developer’s construction schedule, City shall provide such approval or rejection within 10 business days of the request and City will reasonably cooperate with Developer to facilitate and expedite such review process. However, if a proposed change is required to be reviewed and approved by a City committee and/or Common Council, such request will be considered and acted upon at the next regularly-scheduled meeting of such City committee or Common Council. Such requests for approval shall be submitted to the City Director of Community Development, as representative of City.

(8) Developer further agrees to the following:

(a) Developer shall grant easements requested or required by the City, Wisconsin Public Service, and other public utility organizations.

(b) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property by Developer without City’s approval, which approval shall not be unreasonably withheld, conditioned or delayed. The definition of structure shall be the definition contained within the City Zoning Ordinance.

(c) Developer shall cause its member, Rolly Lokre, to personally guaranty all performance, and Minimum Tax Increment payment obligations including any shortfall obligations required by this Agreement by execution of a personal guaranty in a form mutually acceptable to City, Developer, and Mr. Lokre, not later than the Closing. In the event the parties cannot agree upon a form of guaranty, then the Development shall terminate and Developer shall reimburse City for all expenses City incurred for the Development including but not limited to legal fees and financial consultant fees.

Section 4.2 City Obligations. City undertakes the following obligations, in consideration of the obligations of Developer in Section 4.1, above:

(1) City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City Ordinances.

(2) City shall provide support for the Project Costs to Developer or its designee, and as allowed under and pursuant to Wis. Stats. § 66.1105. (the “City Support”) in the amount shown in the Schedule attached hereto as Exhibit F.

1. Upfront Cash Incentive

(a) Upon seventy-five percent (75%) completion of the project, as verified by the City Building Inspection Superintendent, the City shall provide an incentive to the Developer in an amount of five hundred fifty thousand dollars (\$550,000.00).

(b) Upon issuance of a full Final Occupancy Permit issued by the City Building Inspection Superintendent, the City shall provide an incentive to the Developer in an amount of five hundred fifty thousand dollars (\$550,000.00).

2. Ongoing City Support

(a) If Developer achieves and maintains the Incremental Value of the Project as identified in Section 4.1(3) and (4), the City shall provide to the Developer Ongoing City Support of fifty percent (50%) of the Excess TIF Revenues in an amount not to exceed one million one hundred thousand dollars (\$1,100,000.00) total over the Term of this Agreement. The City’s obligation to finance development costs shall be payable solely from TIF Revenues generated by the Property and shall not be a charge against the City’s general credit, taxing power, or revenue generated from other properties within Tax Incremental District No. 11. The Ongoing City Support payment shall be made on a yearly basis on or before September 1 of each year for which such payments are payable under this agreement.

(3) The City Support is conditioned upon Developer’s compliance with Sections 4.1(1), (2), (3) and (4) herein.

ARTICLE V PROPERTY BASE VALUE

Section 5.1 City represents and agrees that the base year Value of the Property is \$739,857.00. All taxes for the Property paid based on values in excess of such amount are part of the Incremental TIF Revenues.

ARTICLE VI COVENANTS RUNNING WITH THE LAND & TERM OF THIS AGREEMENT

Section 6.1 This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VII REMEDIES

Section 7.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the non-defaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten business days after delivery of notice thereof, unless a different mechanism is identified herein which addresses the failure to make a payment required under this Agreement. In addition, and without limitation by enumeration, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence or complete the Project.

Section 7.3 Reimbursement. Any amounts expended by the non-defaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the non-defaulting Party which prevails in any such enforcement.

Section 7.4 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.5 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 7.6 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days of the request for mediation; either Party may apply to Portage County Circuit Court for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, either Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

ARTICLE VIII AMENDMENT

Section 8.1 This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 9.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 9.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 9.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 9.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 9.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

- (a) In the case of Developer is addressed to or delivered personally to:

Secure Fund, LLC
PO Box 215
Plover, WI 54467

- (b) In the case of City is addressed to or delivered personally to:

City of Stevens Point
1515 Strongs Ave.
Stevens Point, WI 54481
Attn: City Clerk

Section 9.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal),

inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, pandemic or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.10 Term. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2041. If any condition precedent to Developer's obligations, as stated at Article III herein, shall not be completed and satisfied, this Agreement shall terminate and be of no further force or effect.

Section 9.11 Assignment. Nothing herein shall prevent Developer from assigning its rights in this Agreement to another entity, as long as Developer receives written consent of the City, and as long as said entity consists of the same owners as Developer, and such transferee agrees to be bound by the provisions of this Agreement as if such transferee were an original signatory hereto.

Section 9.12 Cooperation with Grants. If necessary, Developer shall work with and cooperate with City in providing data and information necessary for City to comply with the provisions or requirements in connection with a State or Federal grant or other funding applicable to and benefiting the Development.

Section 9.13 Recording. The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement. The memorandum shall be removed once the term of the agreement is completed.

Section 9.14 No Personal Liability. Notwithstanding anything herein, no member, shareholder, director, partner, manager, officer, representative, agent or employee of Developer shall have any personal liability under this Agreement, whether to City or otherwise, including, without limitation, as a result of a default or breach by Developer, or for any amount which becomes owing hereunder by Developer, or any obligation not performed by Developer.

Signatures on following pages

THE CITY OF STEVENS POINT, WISCONSIN

BY: _____
Honorable Mike Wiza, its Mayor

Attest:

Kari Yenter, its City Clerk

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 20_____, Mike Wiza, Mayor, and Kari Yenter, City Clerk, of the above-named City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Acting City Clerk, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

Notary Public, State of Wisconsin

My commission expires: _____

SECURE FUND, LLC

A Wisconsin Limited Liability Corporation

Date: _____

By: _____

Rolly Lokre, its Managing Member

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 20____, Rolly Lokre, Managing Member of the above named Wisconsin Limited Liability Corporation, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said Wisconsin Limited Liability Corporation, and acknowledged that she executed the foregoing instrument on behalf of said Wisconsin Limited Liability Corporation, by its authority.

Notary Public, State of _____

My commission expires: _____

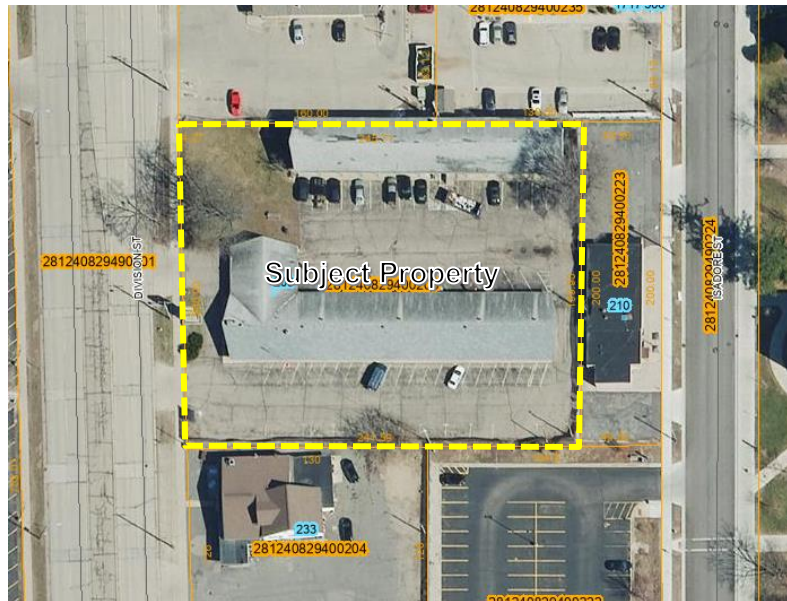
This Document Drafted By:
Attorney Andrew Logan Beveridge
City Attorney
1515 Strong's Ave
Stevens Point, WI 54481

EXHIBIT A
PROPERTY DESCRIPTION

Property Address: 209 Division Street, Stevens Point, WI 54481
PID: 281-24-0829400203

Legal Description of Lot 1 of CSM #10561-47-141:

Commencing at the East $\frac{1}{4}$ corner of section 29; thence S89°40'36"W, 1332.93 feet; thence S00°02'41"W, 30.00 feet to the NW corner of CSM no. 4963; thence S01°09'34" E, 203.14 feet to the point of beginning; thence N89°40'28"E, 295.20 feet to the NW corner of Lot 4 of CSM No. 436; thence S00°01'14"W, 199.90 feet to the SW corner of said Lot 4; thence S89°32'29" W, 241.59 feet; thence N01°09'34"W, 200.00 feet to the point of beginning.





CSM# 10561-47-141

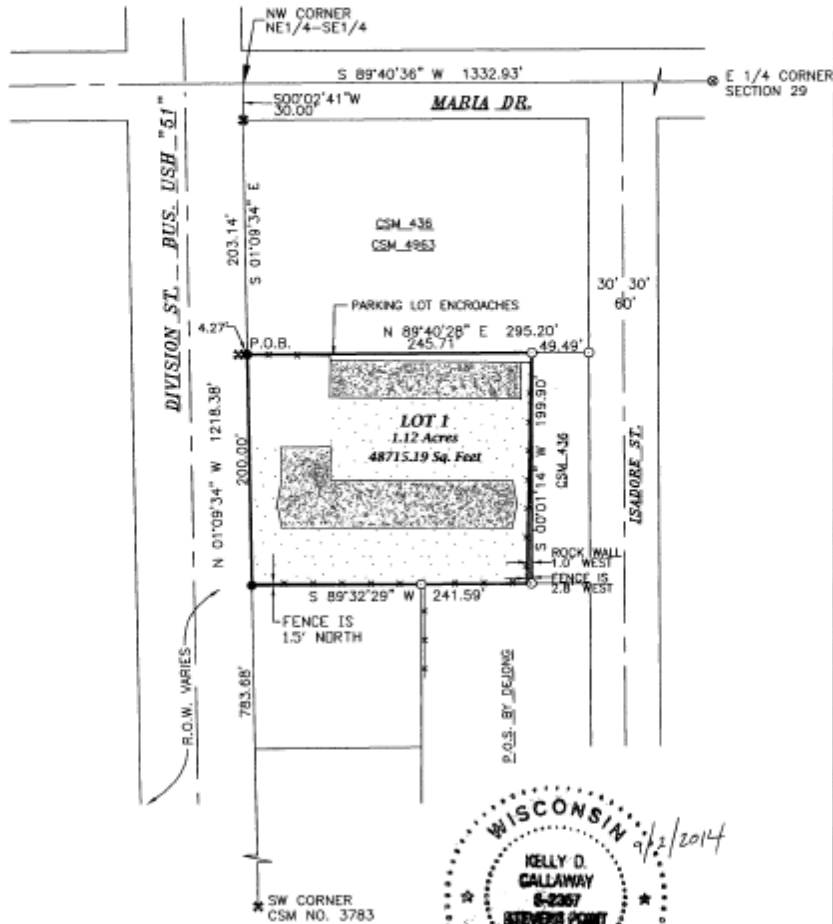
PORTAGE COUNTY CERTIFIED SURVEY MAPLOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 29,
T24N-R8E, CITY OF STEVENS POINT, PORTAGE CO. WISCONSIN**BASIS OF BEARINGS**BEARINGS ARE BASED ON THE WISCONSIN
COUNTY COORDINATE SYSTEM (PORTAGE)**LEGEND**

- 3/4" REBAR SET 1.50 LBS/FT
- 1" IRON PIPE FOUND
- * "X" IN CONCRETE FOUND
- ⊗ MAG NAIL FOUND

799096CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
09/02/2014 08:48 AMREC FEE: 30.00
PAGES: 2

P.O. BY: EMP.

SCALE 1" = 100'

**CALLAWAY LAND SURVEYING**340 SECOND ST. NORTH
STEVENS POINT, WI 54481OFFICE 715-345-6962 MOBILE 715-347-LAND
EMAIL kelly@callawaylandsurveying.comCLIENT: MARTIN LIMITED II
JOB NO.: 14-048
SHEET 1 OF 2

PORTAGE COUNTY CERTIFIED SURVEY MAP
LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 29,
T24N-R8E, CITY OF STEVENS POINT, PORTAGE CO. WISCONSIN

SURVEYOR'S CERTIFICATE

I, Kelly D. Callaway, Registered Land Surveyor, Do hereby certify:
That I have surveyed and mapped those lands located in the NE1/4 of the SE1/4 Section 29,
T24N-R8E, City of Stevens Point, Portage County, Wisconsin. Described as follows:

Commencing at the East 1/4 corner of section 29; thence S88°40'36"W, 1332.93 feet; thence
S00°02'41"W, 30.00 feet to the NW corner of CSM No. 4963; thence S01°08'34"E, 203.14 feet to
the point of beginning; thence N88°40'28"E, 295.20 feet to the NW corner of Lot 4 of CSM No.
436; thence S00°01'14"W, 198.90 feet to the SW corner of said Lot 4; thence S88°32'29"W, 241.59
feet; thence N01°08'34"W, 200.00 feet to the point of beginning.

Containing 1.12 acres of land and being subject to any easements covenants and right of
ways of record.

That said map is a true representation of those lands surveyed.
That I made such map under the direction of Martin Limited II
That I have complied with the provisions of Chapter 238.34 of the Wisconsin Statutes.

Kelly D. Callaway SLS # 2337



CALLAWAY LAND SURVEYING

340 SECOND ST. NORTH
STEVENS POINT, WI 54481
OFFICE 715-345-6962 MOBILE 715-347-LAND
EMAIL kelly@callawaylandsurveying.com

CLIENT: MARTIN LIMITED II
JOB NO.: 14-048
SHEET 2 OF 2

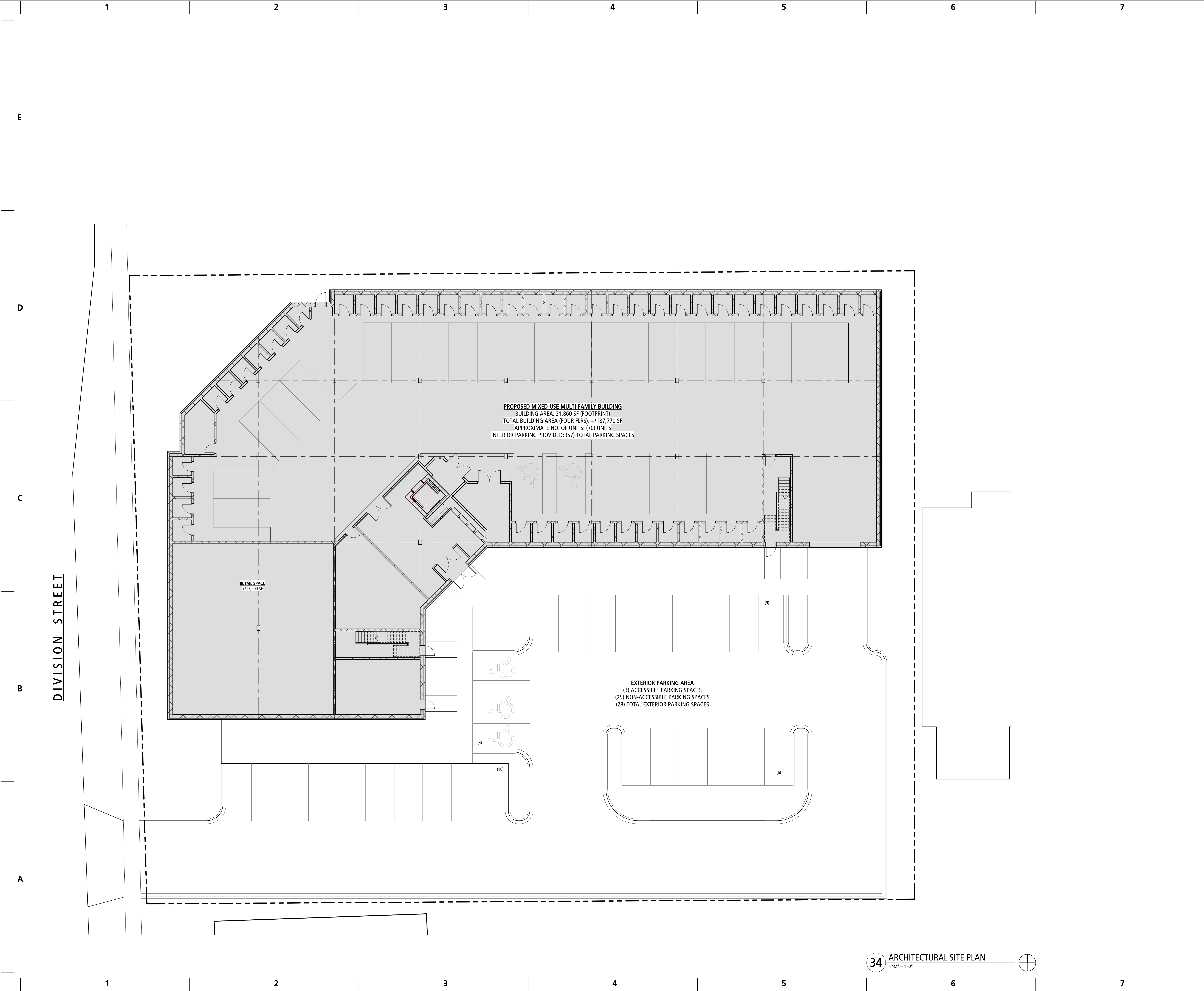
EXHIBIT B
DEVELOPER CONTACT INFORMATION

Secure Fund, LLC
c/o Rolly Lokre
PO Box 215
Plover, WI 54467

Ph: (715) 342-9200
E: rolly@lokre.com

An aerial photograph of a property with several annotations. The property is bounded by a yellow line. Dimensions are marked in yellow text: 160.00, 245.71, 139.50, 4.27, 49.50, 200.00, 150.30, 200.00, 49.50, 243.59, 130, and 124.5. Area numbers are marked in yellow text: 1109, 1108, 1107, 1106, and 1105. Parcel IDs are marked in yellow text: 281240829400203, 281240829400204, 281240829400223, and 281240829400222. A blue number 209 is located near a building, and a blue number 210 is located near a building. A street name 'DIVISION ST' is visible on the left side. A small yellow '1' is located near the top left corner.

EXHIBIT D
SITE PLAN



N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS		
#	DATE	DESCRIPTION

PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

PRELIMINARY
ARCHITECTURAL SITE
PLAN

AS100

© JAKnetter Architects

EXHIBIT E
FLOOR PLANS

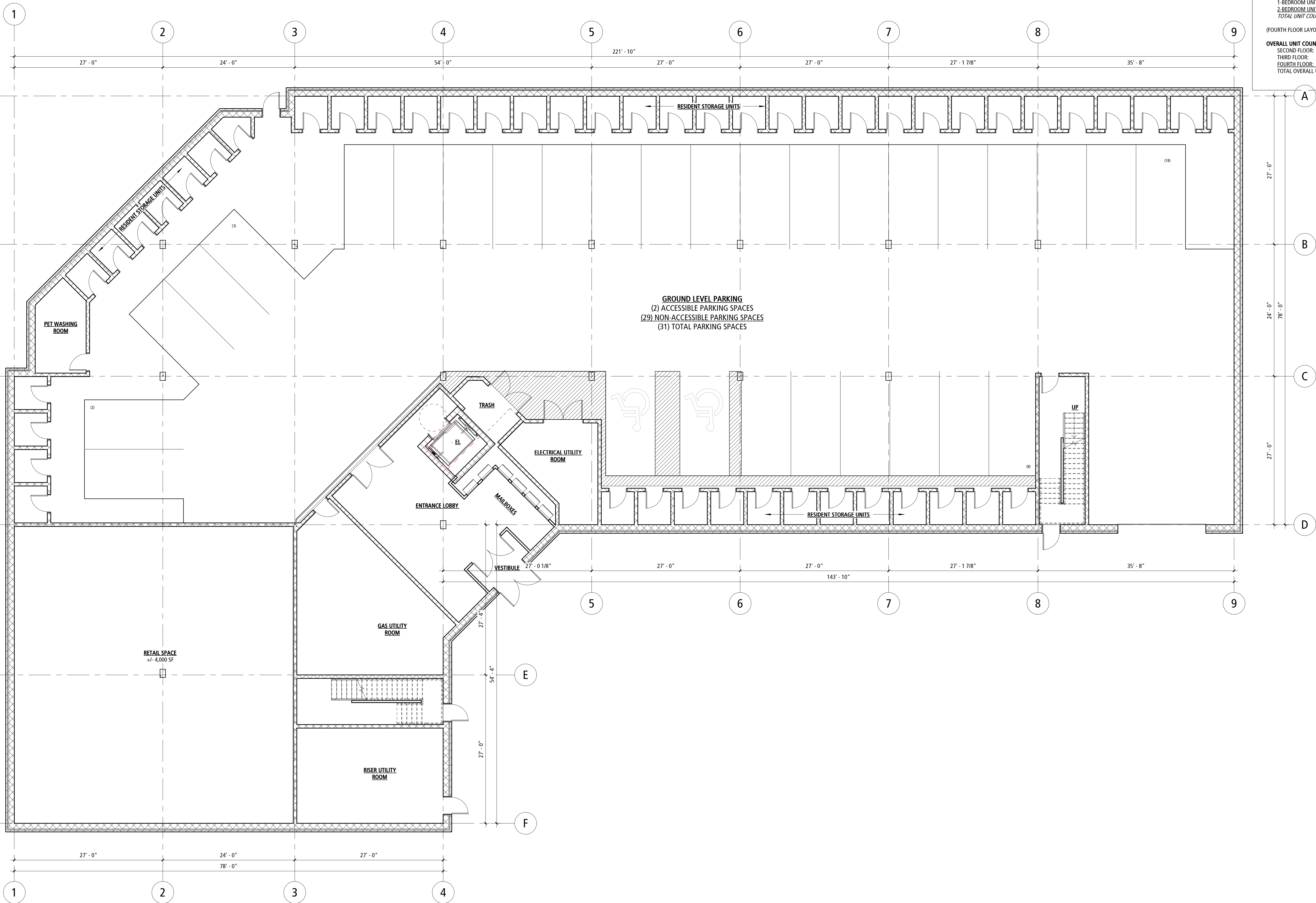
E

D

C

B

A



34

GROUND LEVEL FLOOR PLAN

1/8" = 1'-0"



FLOOR PLAN LEGEND	
	EXISTING WALL TO REMAIN
	NEW WALL CONSTRUCTION
	EXISTING DOOR TO REMAIN
	DOOR - NEW CONSTRUCTION
	DOOR NUMBER - REFER TO DOOR SCHEDULE
	WALL TYPE - REFER TO SHEET A000
	KEYNOTE - REFER TO KEYNOTE LEGEND
	FIRE EXTINGUISHER WALL / COLUMN J-HOOK CONNECTION
	ACADEMY, CLEAR ALUMINUM VERTICAL DUO, SEMI-RECESSED FIRE EXTINGUISHER CABINET BY SL INDUSTRIES OR EQUAL

SECOND FLOOR:	
EFFICIENCY UNIT TYPE:	11 UNITS
1-BEDROOM UNIT TYPE:	10 UNITS
2-BEDROOM UNIT TYPE:	2 UNITS
TOTAL UNIT COUNT (SECOND FLOOR):	23 UNITS
THIRD (FOURTH) FLOOR:	
EFFICIENCY UNIT TYPE:	11 UNITS
1-BEDROOM UNIT TYPE:	13 UNITS
2-BEDROOM UNIT TYPE:	4 UNITS
TOTAL UNIT COUNT (PER FLOOR):	28 UNITS
(FOURTH FLOOR LAYOUT SIMILAR TO THIRD FLOOR)	
OVERALL UNIT COUNT	
SECOND FLOOR:	23 UNITS
THIRD FLOOR:	28 UNITS
FOURTH FLOOR:	28 UNITS
TOTAL OVERALL UNITS:	79 UNITS



N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS

#	DATE	DESCRIPTION
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PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

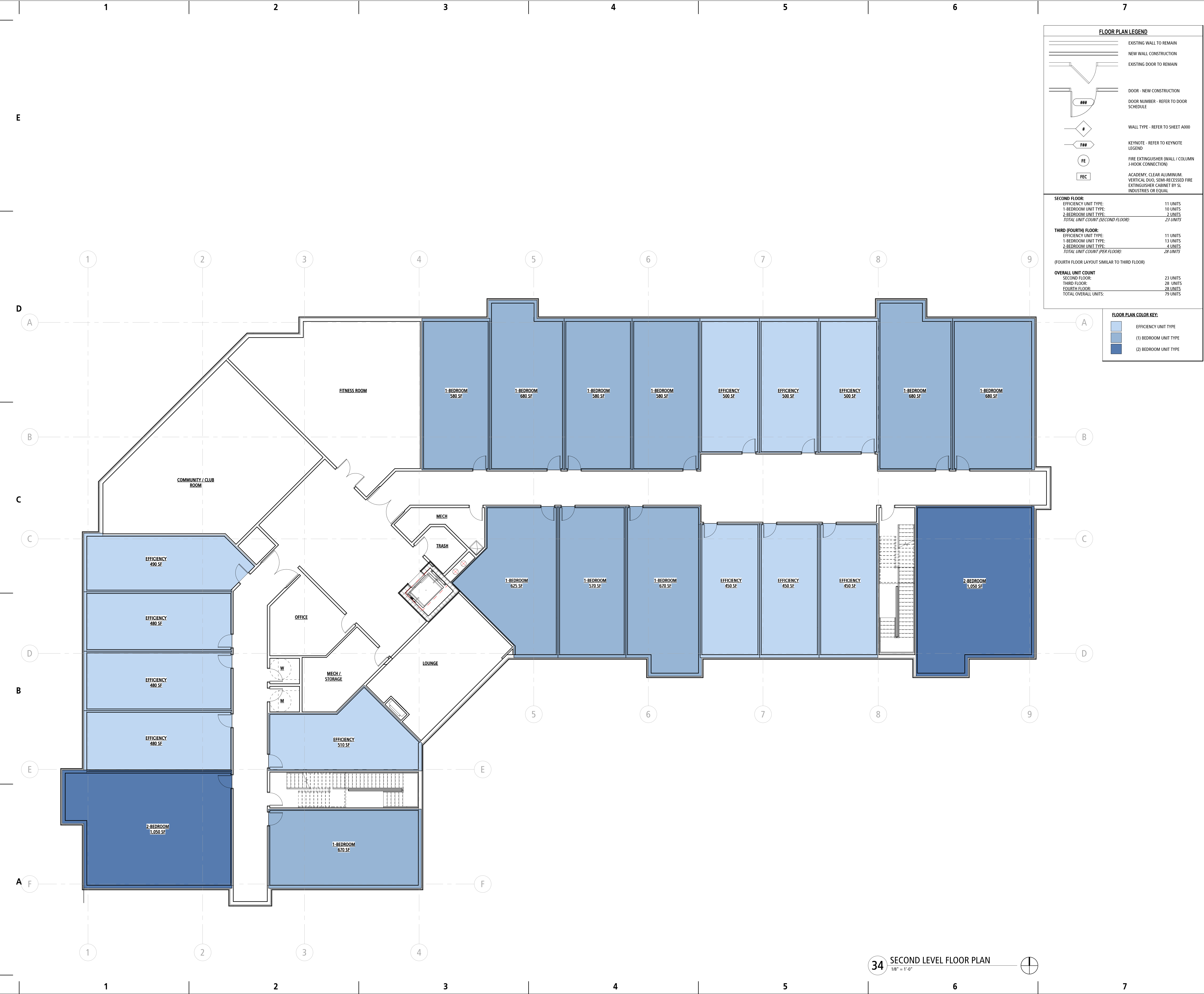
03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

GROUND LEVEL FLOOR
PLAN

A101

© JAKnetter Architects



N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:
**DIVISION STREET MIXED
USE BUILDING**

**209 DIVISION STREET
STEVENS POINT, WI
54481**

DRAWING ISSUANCE:
**SCHEMATIC DESIGN
PACKAGE - REVISED**

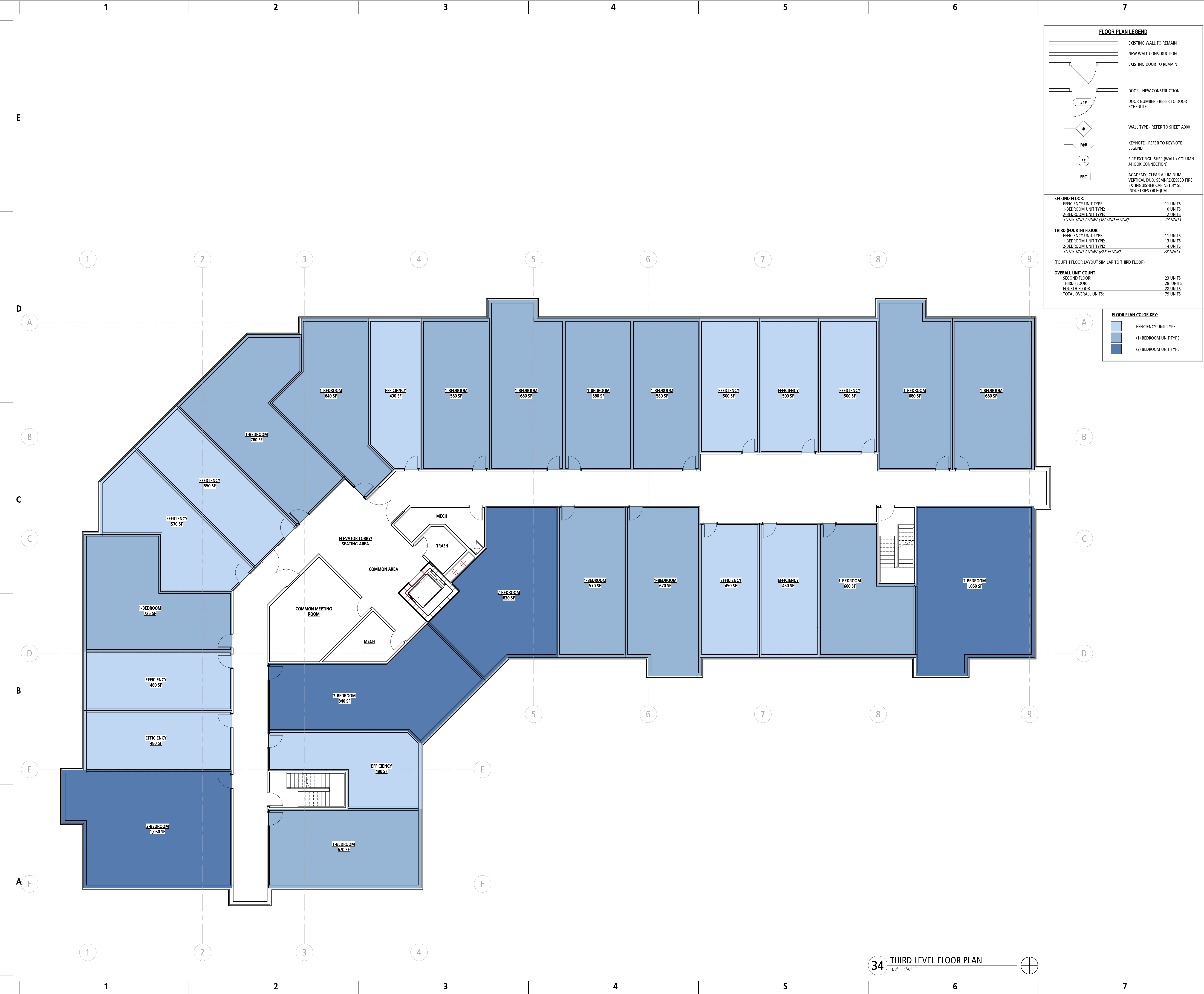
REVISIONS		
#	DATE	DESCRIPTION

PROGRESS DOCUMENTS
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03 MARCH 2021
PROJECT NUMBER PROJECT MANAGER
21011-00 NZ

**SECOND LEVEL FLOOR
PLAN**

A102



N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:
DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:
SCHEMATIC DESIGN
PACKAGE - REVISED

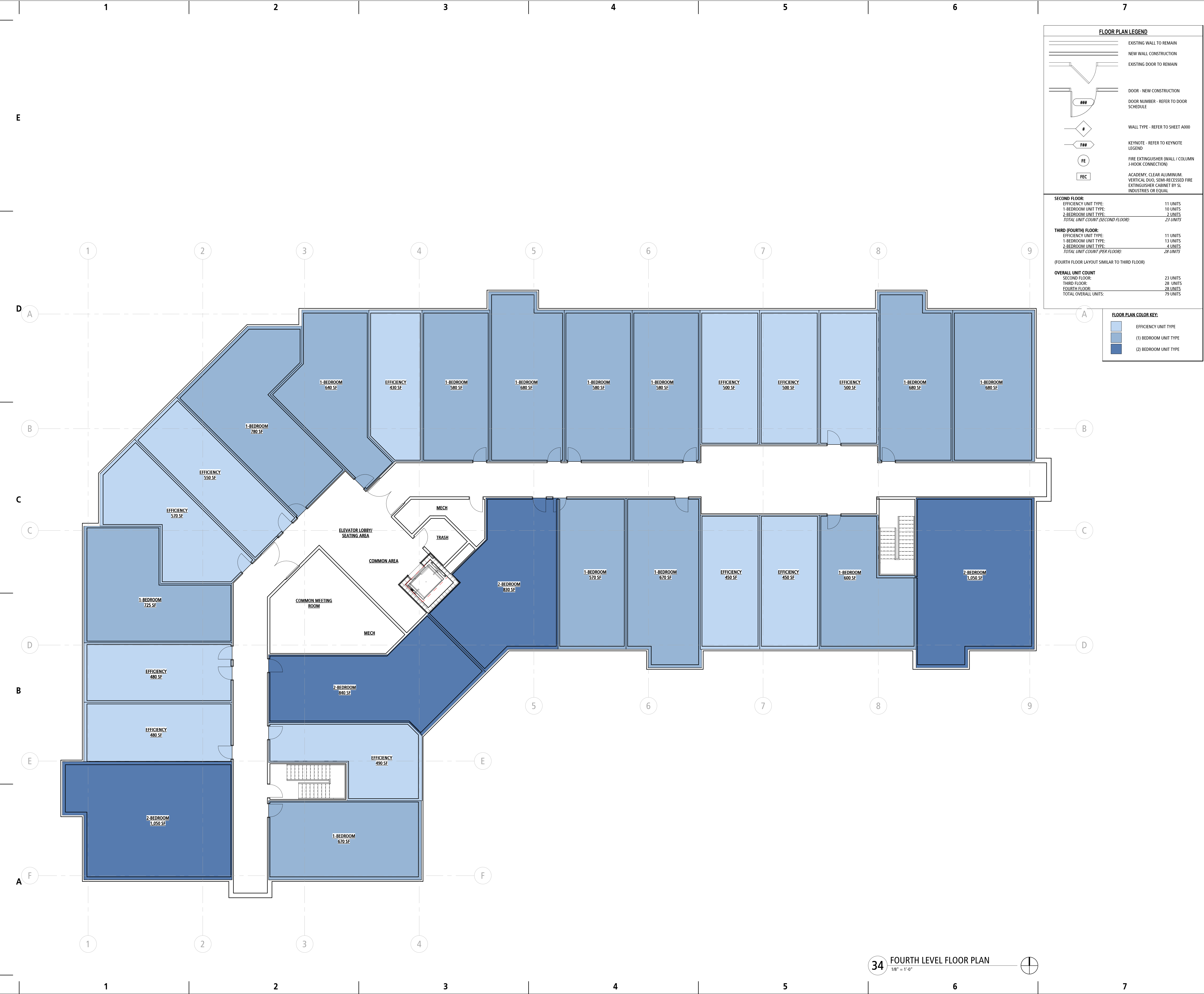
REVISIONS		
#	DATE	DESCRIPTION

PROGRESS DOCUMENTS
These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

03 MARCH 2021	
PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

THIRD LEVEL FLOOR
PLAN

A103



FLOOR PLAN LEGEND

EXISTING WALL TO REMAIN
NEW WALL CONSTRUCTION
EXISTING DOOR TO REMAIN

DOOR - NEW CONSTRUCTION
DOOR NUMBER - REFER TO DOOR SCHEDULE

WALL TYPE - REFER TO SHEET A000

KEYNOTE - REFER TO KEYNOTE LEGEND

FIRE EXTINGUISHER (WALL / COLUMN J-HOOK CONNECTION)

ACADEMY, CLEAR ALUMINUM, VERTICAL DUO, SEMI-RECESSED FIRE EXTINGUISHER CABINET BY SL INDUSTRIES OR EQUAL

SECOND FLOOR:
EFFICIENCY UNIT TYPE: 11 UNITS
1-BEDROOM UNIT TYPE: 10 UNITS
2-BEDROOM UNIT TYPE: 2 UNITS
TOTAL UNIT COUNT (SECOND FLOOR): 23 UNITS

THIRD (FOURTH) FLOOR:
EFFICIENCY UNIT TYPE: 11 UNITS
1-BEDROOM UNIT TYPE: 13 UNITS
2-BEDROOM UNIT TYPE: 4 UNITS
TOTAL UNIT COUNT (PER FLOOR): 28 UNITS

(FOURTH FLOOR LAYOUT SIMILAR TO THIRD FLOOR)

OVERALL UNIT COUNT
SECOND FLOOR: 23 UNITS
THIRD FLOOR: 28 UNITS
FOURTH FLOOR: 28 UNITS
TOTAL OVERALL UNITS: 79 UNITS

FLOOR PLAN COLOR KEY:

EFFICIENCY UNIT TYPE

(1) BEDROOM UNIT TYPE

(2) BEDROOM UNIT TYPE



N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS		
#	DATE	DESCRIPTION

PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

FOURTH LEVEL FLOOR
PLAN

A104

© JAKnetter Architects

E

D

C

B

A



27

BUILDING RENDERING
1" = 1'-0"

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS

#	DATE	DESCRIPTION
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PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

BUILDING RENDERING

A701

E

D

C

B

A



27

BUILDING RENDERING
1" = 1'-0"

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS

#	DATE	DESCRIPTION
---	------	-------------

PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

BUILDING RENDERING

A702

E

D

C

B

A



27 BUILDING RENDERING
1" = 1'-0"



N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS

#	DATE	DESCRIPTION
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PROGRESS DOCUMENTS

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be subject to change, including additional detail. These
are not final construction documents and should not be
used for final bidding or construction-related purposes.

03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

BUILDING RENDERING

A703

© JAKnetter Architects

E

D

C

B

A



27

BUILDING RENDERING
1" = 1'-0"

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS

#	DATE	DESCRIPTION
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PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

BUILDING RENDERING

A704

E

D

C

B

A



27

BUILDING RENDERING
1" = 1'-0"



N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS

#	DATE	DESCRIPTION
---	------	-------------

PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

BUILDING RENDERING

A705

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EXHIBIT F SCHEDULE OF INCENTIVE



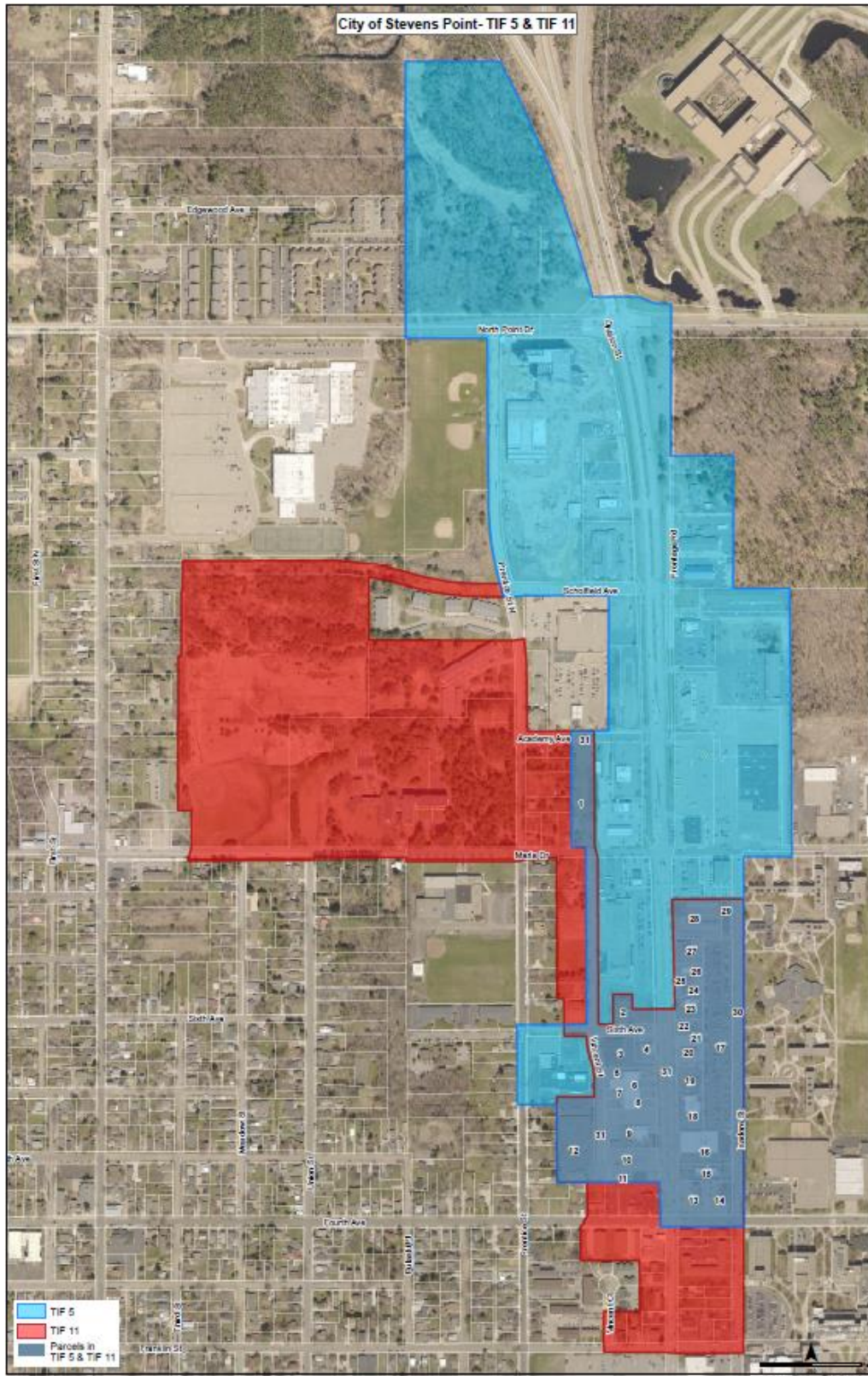
City of Stevens Point TID 11-Lokre Apts-Point Motel Site

Projected Tax Increment

Base Value ¹	739,857	Inflation Factor	2.50%
Upfront Incentive	1,100,000	Debt Service Multiplier	6.97%
Interest Rate	2.50%	Tax Rate Adjustment Factor	0.60%

Construction	Valuation	Revenue	Inflation	Value	Valuation	Tax	Tax	Debt Serv	Paygo Incent	Balance
Year	Year	Year	Increment	Added	Increment	Rate	Increment			
1	2018	2019	2020	0	0	0	22.02	0	0	0
2	2019	2020	2021	0	0	0	22.02	0	0	0
3	2020	2021	2022	0	0	0	22.02	0	0	0
4	2021	2022	2023	0	3,334,347	3,334,347	22.15	73,863	27,500	9,431
5	2022	2023	2024	0	3,334,348	6,668,695	22.29	148,612	76,637	35,987
6	2023	2024	2025	185,214	0	6,853,909	22.42	153,656	76,637	38,509
7	2024	2025	2026	189,844	0	7,043,753	22.55	158,860	76,637	41,111
8	2025	2026	2027	194,590	0	7,238,343	22.69	164,228	76,637	43,795
9	2026	2027	2028	199,455	0	7,437,798	22.82	169,766	76,637	46,564
10	2027	2028	2029	204,441	0	7,642,240	22.96	175,478	76,637	49,421
11	2028	2029	2030	209,552	0	7,851,792	23.10	181,372	76,637	52,367
12	2029	2030	2031	214,791	0	8,066,583	23.24	187,451	76,637	55,407
13	2030	2031	2032	220,161	0	8,286,744	23.38	193,723	76,637	58,543
14	2031	2032	2033	225,665	0	8,512,409	23.52	200,192	76,637	61,778
15	2032	2033	2034	231,307	0	8,743,716	23.66	206,866	76,637	65,114
16	2033	2034	2035	237,089	0	8,980,805	23.80	213,750	76,637	68,557
17	2034	2035	2036	243,017	0	9,223,822	23.94	220,851	76,637	72,107
18	2035	2036	2037	249,092	0	9,472,914	24.09	228,176	76,637	75,770
19	2036	2037	2038	255,319	0	9,728,233	24.23	235,732	76,637	79,548
20	2037	2038	2039	261,702	0	9,989,935	24.38	243,526	76,637	83,445
21	2038	2039	2040	268,245	0	10,258,180	24.52	251,566	76,637	87,464
22	2039	2040	2041	274,951	0	10,533,131	24.67	259,858	76,637	84,512
Totals					6,668,695			3,667,527		
								Total Debt Service	1,434,468	
								Total Pay-as-you-go Incentive	1,109,431	
NOTES:										

EXHIBIT G
MAP OF TAX INCREMENT DISTRICT # 11





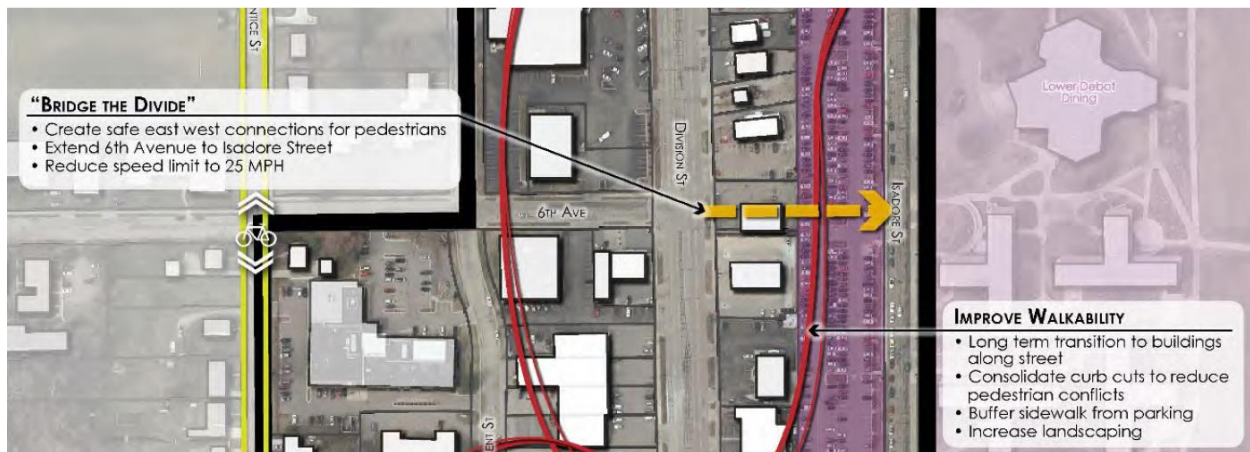
To: Mayor Wiza
Common Council

From: Ryan Kernosky, Director of Community Development

Date: April 19, 2021

RE: **Acquisition of 325 Division Street**

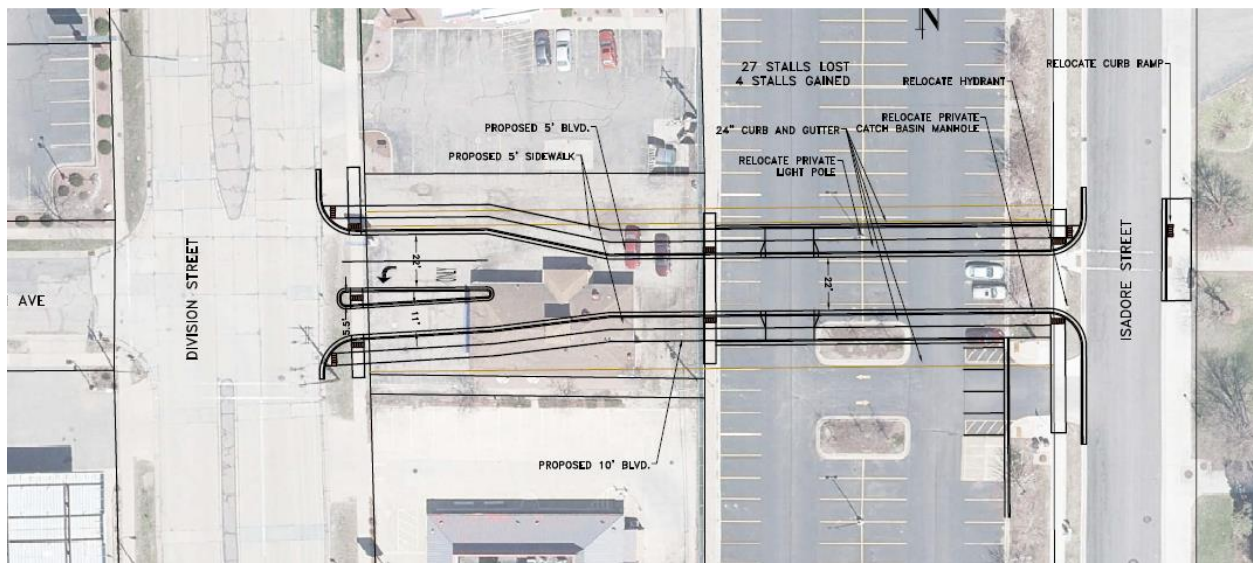
Background: The adopted Division Street Targeted Area Master Plan identified the acquisition of 325 Division Street as a way to "Bridge the Divide" with the extension of Sixth Avenue to Isadore Street. This would break up the long-block, provide vehicular and pedestrian access to Division Street/Isadore Street midblock, and open the Division Street corridor up to become more accessible for the UWSP students living in the Residence Halls. Below is an excerpt from the Division Street Targeted Area Master Plan:



As part of the sale of the Point Motel, the seller requested that the purchaser also purchase the Maytag Laundromat. Staff encouraged Lokre to pursue acquisition of the Laundromat so the City could purchase it from Lokre directly.

Lokre is purchasing the property and is willing to sell it to the City for \$315,000. The funding for this purchase will likely come out of TIF 11 short-term borrowing. There is an additional cost to raze the structure, somewhere around \$20,000-\$40,000 depending on asbestos remediation.

Staff has been coordinating a conversation with UWSP to further explore this possibility of extending 6th Avenue through to Isadore Street for a West entrance to UWSP. UWSP has expressed serious interest in assisting with the extension of Sixth Avenue.



Staff Request: Authorize the Mayor to enter into the offer to purchase with Lokre in an amount not to exceed \$315,000. Please note that this item will still need Plan Commission review and approval per Wis. Stats.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** April 7, 2021 **[DATE] IS (AGENT OF BUYER)**

2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, The City of Stevens Point,

4 offers to purchase the Property known as 325 Division Street

5 _____

6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-

7 650, or attach as an addendum per line 676] in the City of Stevens Point, County

8 of Portage Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is Three Hundred Fifteen Thousand

10 _____ Dollars (\$315,000.00).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____

13 _____

14 _____

15 _____

16 All personal property included in purchase price will be transferred by bill of sale or _____

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: Seller is allowed to remove air conditioning unit, all machines and
21 security access system prior to closing as specified in asset list attached.

22 _____

23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before April 9, 2021. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **[CLOSING]** This transaction is to be closed on May 28, 2021

45 _____ at the place selected by Seller,

46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**

52 **[EARNEST MONEY]**

53 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ **EARNEST MONEY** of \$ 5,000.00 will be mailed, or commercially, electronically
56 or personally delivered within 7 business days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
 58 _____) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
 61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
 62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
 64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 87 this Offer except: _____

88 _____. If "Time is of the Essence" applies to a date or Deadline,
 89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
 93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
 94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
 95 offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

96 **The property is being conveyed "As Is". No Real Estate Condition Report is to be provided.**

97 _____
 98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
 100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
 101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
 102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
 103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
 106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
 108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
 110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
 113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
 116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

182 _____
183 _____ **[insert proposed use and type and**
184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]** ☐ rezoning; ☐ conditional use permit;
200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
204 providing" if neither is stricken) a _____ **ALTA/ACSM Land Title Survey** survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ 60 _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ .0264 _____ acres,
208 maximum of _____ .03 _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
211 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **[CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]**

227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.
230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.
232 ☐ Rent roll.
233 ☐ Other _____
234 _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **[STRIKE ONE]** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 60 days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **[STRIKE ONE]** ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
271 (2) Seller has a right to cure but:
272 (a) Seller delivers written notice that Seller will not cure; or
273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase|Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **[INSPECTIONS AND TESTING]** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
301 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
306 be reported to the Wisconsin Department of Natural Resources.

307 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
311 inspection of _____

312 _____
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
329 **of the premises.**

330 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.
331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have the right to cure; or

338 (2) Seller has the right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
345 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
349 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan
350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached
351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
353 lender's appraiser access to the Property.

354 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

358 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a**
365 **contingency for that purpose.**

366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
375 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
376 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.

384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:

394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or

396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.

404 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.

411 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

- 418 (1) Seller does not have the right to cure; or
419 (2) Seller has the right to cure but:
420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and _____
433 _____

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

437 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 ☐ Current assessment times current mill rate (current means as of the date of closing).

441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
443 ☐

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 _____

461 _____
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than 30 days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have 5 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

503
504 _____ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 ☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than days ("7" if left blank) before closing, estoppel
506 letters dated within days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 621 1. Seller to pay Brokers commission of \$9,450 (3%).
- 622 2. The Sale of this property is contingent upon closing on adjacent property located at
- 623 209 Division Street, Stevens Point, WI.
- 624 3. Closing of both properties shall be simultaneous with one another.
- 625 4. Seller may be utilizing a 1031 Exchange with the proceeds. Buyer agrees to cooperate
- 626 and sign any and all documentation necessary to complete the Exchange. If Buyer incurs
- 627 any additional expense as a result of the Exchange, if said expense is approved in writing
- 628 by Seller prior to the expense being incurred, Seller shall reimburse Buyer for said
- 629 expense.
- 630 5. All parties to this transaction are aware that Keaton Schultz, is a licensed Real
- 631 Estate Broker.

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

662 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

663 Seller: (_____) Buyer: (_____) _____

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 666 address at line 669 or 670.

667 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: _____

670 Address for Buyer: _____

671 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: victor@lokre.com

673 Email Address for Buyer: Stevens Point?

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☒ **ADDENDA**: The attached Disclosure to Customer, Asset List is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Victor Anderson, Lokre Co.

678 Buyer Entity Name (if any): City of Stevens Point

679 (x) _____
 680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

681 (x) _____
 682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
 683

684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): Secure Fund, LLC

689 (x) _____
 690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x) _____
 692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] Victor Anderson, Lokre Co.

694 _____ on _____ at _____ a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**COMBINED PROPOSALS/TENATIVE AGREEMENT
BETWEEN
CITY OF STEVENS POINT
AND
STEVENS POINT TRANSIT EMPLOYEES UNION**

Article 6 - Grievance Procedure

D. Steps in Procedure:

Step 1: The employee(s), alone or with a Union representative (Union President, Union Secretary or Union Steward(s), shall submit a Step 1 grievance form and orally explain the grievance to the Transportation Superintendent as soon as possible, but in no event later than fifteen (15) working days after the employee knew or should have known of the cause giving rise to the grievance. The Step 1 Grievance form should include who the grievance was filed by, the date the grievance was filed, the grievance subject and a signature of the grievant. The first step grievance meeting shall occur at a mutually agreeable time not more than ~~one five (5)~~ **ten (10)** work days after the employee(s) and/or Union representative notifies the City of the grievance. In the event of a grievance, the employee shall perform the employee's assigned work task and submit the grievance later, except in cases involving immediate danger to the employee's health and safety. The Transportation Superintendent shall, within ten (10) working days, orally inform the employee and the steward or other Union representative of his/her decision. In cases where the Transportation Superintendent was not involved in the situation giving rise to the grievance, the employee may bypass Step 1 and commence the grievance at Step 2.

Article 9 - Hours of Work and Route Bidding

A. Normal Work Hours: The bus driving schedule shall be developed by scheduling Monday work first, Tuesday work second, Wednesday work third, Thursday work fourth, Friday work fifth, and, if necessary, Saturday work sixth.

1. For Regular CDL and Non-CDL Operators: The bid work to which they are assigned Vis a Vis the bid process as described in Paragraph F.
2. For Non Bid Route Operators: ~~Forty (40) hours per week, all hours occurring Monday thru Saturday.~~
3. Part Time CDL Operators: ~~Assignment of driving to part time operators shall be awarded to the part time operator with the highest seniority, so as to allow him/her at least a thirty six (36) hour week, if desired, prior to assigning the next senior part time operator. Assignment of the second highest senior operator will~~

~~be made to allow him/her access to a thirty-six (36) hour week. The above will continue through the substitute seniority list. Administration of this article will not subject the City to overtime liability.~~

2. **Part-Time CDL Operators:** Assignment of driving shall be awarded to the most senior part time operator whose work schedule allows them to assume the entire piece of substitute or extra hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees.

If the employer changes the schedule after noon (12:00 p.m.) on Thursday, the employer must notify the employee(s) affected.

Mechanics: The normal work schedule for the full-time mechanic shall be Monday through Friday 7:30 a.m. to ~~3:30~~ 4:00 p.m. and 9:30 a.m. to ~~5:30~~ 6:00 p.m. The normal work schedule for the part-time mechanic shall be Monday through Friday 5:30 a.m. – 9:30 a.m. The normal hours of work may be modified by the Department as needed to cover for an employee on leave or unavailable to work their normal hours.

- B. Wheelchair Van - Regular Operator: Normal work week shall consist of 40 hours, no less than eight (8) consecutive hours per day, with one (1) thirty (30) minute paid lunch break mutually scheduled, Monday through Friday.
- C. Non Bid Route Operators: Bid routes on Saturday shall be “normal work hours.”
- D. Differential: ~~Afternoon operators shall be compensated for bus washing duties with a differential of twenty cents (\$.20) per hour for time spent performing that work. Employees working the Late Night Shift, (10:00 p.m. — 4:15 a.m.) shall be compensated by an additional fifty cents (\$.50) per hour.~~

Operators working Late Night Shift, shall be compensated an additional eighty cents (\$.80) per hour. Operators shall be compensated an additional twenty five cents (\$.25) per hour for Saturday (excludes Late Night Shift). Operators shall be compensated an additional twenty five cents (\$.25) per hour for bus washing duties that are scheduled in their bid route.

- E. Special Events: Operators shall receive a minimum of three (3) hours of paid work for special event transportation unless the special event work immediately precedes or follows the Operator’s normal scheduled work.
- F. Rest Breaks – CDL and Non-CDL Operators: A thirty (30) minute paid break shall be provided to all Operators provided their hours worked meet or exceed seven (7) consecutive hours in a work day. An Operator who works at least eleven (11) consecutive hours will be provided a second thirty (30) minute paid break. If a trade exercised between two (2) Operators causes an Operator to work at least eleven (11) consecutive hours, the Operator shall not receive the second thirty (30) minute paid break.

Rest Breaks – Mechanics: a thirty (30) minute ~~unpaid~~ **paid** break shall be provided to all mechanics ~~provided so long as~~ their hours worked meet or exceed seven (7) consecutive hours in a work day.

G. Route Bidding: Employees shall be assigned work on a “bid” basis. Each employee shall have not more than one bid. CDL and Non- CDL Operators shall have separate route biddings. Work will be bid **by seniority**:

1. Semi-annually. All bid work will be reposted semi-annually. Bidding will begin ~~in December 1 and June 1. with employees on the top half of the seniority list choosing between December 1 and December 15/June 1 and June 15, and those on the bottom half of the seniority list choosing from December 15 to December 24/June 15 to June 24.~~ Bids will be reassigned on January 1 and July 1 following bidding.
2. ~~Where~~ When there is an extended illness or a leave of absence (~~both defined as~~ projected to be four (4) or more consecutive weeks.
3. Upon resignation, termination, promotion, transfer or death.
4. A schedule change of one-half hour or more, or development of a new schedule occurs. Bid routes will be posted for bid for ten (10) days prior to the implementation of schedule change unless the change is temporary (four weeks or less).

Bidding shall be based upon posted seniority list.

NOTE: All operators currently assigned a route shall keep that route; i.e., there will be no retroactive route bidding.

Re-bids under subsections 2. 3., and 4. above shall be available for bid for a period of no more than five (5) consecutive days to overlap two (2) consecutive weeks. All assignment of routes done by virtue of the bid process will be implemented within five (5) work days of completion of the bid process. An employee on leave under 2 above shall retain the employee’s bidding rights and, upon return from leave, shall be returned to the employee’s bid.

H. Under sub-sections 2 and 3 above, re-bids shall include **all** Operators ~~less senior to the Operator previously assigned to the open bid.~~ **All** Operators by seniority, will have an opportunity to re-bid. (Each Operator will have a choice to either remain in ~~his/her~~ **their** current bid route or choose the open bid.)

J. Substitute or Extra Hours (~~more than one (1) hours notice~~): Substitute or extra driving hours shall be distributed as follows:

CDL Operators

1. ~~The most senior part-time Operator with less than thirty six (36) hours of work that week, shall be offered the hours, so as to allow him/her thirty six (36) hours per week prior to offering said hours to the next senior part-time Operator in this group. This process shall continue, if necessary through the seniority list of employees in this group.~~

The most senior part-time operator whose work schedule allows them to assume the entire piece of substitute or extra hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees.

2. ~~If Operators have not been found available for the substitute or extra driving hours, the hours shall then be offered to the next most senior part-time Operator, in the group of Operators scheduled to work between thirty six (36) and forty (40) hours per week, so as to allow him/her no more than forty (40) hours per week, prior to offering said hours to the next senior part-time Operator in this group. This process shall continue, if necessary throughout the seniority list of employees in this group.~~
23. ~~Only Operators whose work schedule allows them to assume the entire piece of substitute or extra hours will be offered the substitute or extra hours under 1 and 2 above. If no one is available for the entire piece of substitute or extra hours, then the piece of substitute or extra hours may be split by management, and offered by seniority first and Operator availability second.~~
34. ~~This process shall continue, if necessary through the seniority list. If Operators are not found available for the substitute or extra driving, said available hours shall be assigned to the Operators by reverse seniority.~~
45. An Operator will have twenty-four (24) hours following the weekly Thursday posting of the driving schedule to turn down substitute and extra hours under 1 and 2 above. The parties agree that The weekly schedule will not be considered final until twenty-four (24) hours following the schedule posting on Thursday.
12:00 pm on Friday.
56. Administration of this Article will not subject the City to overtime liability, in the event there are Operators remaining who are available to cover the shift without subjecting the City to overtime. In the event that the shift cannot be covered without subjecting the City to overtime, the City agrees to pay overtime in accordance with Article 10.

Non-CDL Operators

1. ~~Assignment of available hours shall be offered first to the most senior part-time Operator with less than 36 hours whose work schedule allows him/her to assume the entire piece of substitute or extra hours without exceeding 40 hours per week.~~
The most senior part-time operator whose work schedule allows them to assume the entire piece of substitute or extra hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees.

If there are no part-time Operators available, a substitute Operator shall be offered the work.

2. **Point Plus Paratransit hours shall be offered to Non-CDL Operators when no CDL Operator is available.**

Non-CDL Operators shall receive CDL Operator rate of pay based on Appendix "A" wage rates when covering Point Plus Paratransit hours.

Article 11 - Holidays

- A. Floating holidays must be taken in a full shift **and used by the end of the calendar year. Floating holidays will not be carried over into the next calendar year, nor cashed out if not taken.**

- D. Work Performed on a Holiday: When an employee works on a holiday, the employee will receive the employee's holiday pay plus time and one half (1½) pay for the hours worked. ~~Scheduling of employees for work on holidays shall be done strictly based upon seniority, bid routes shall be respected.~~

~~When an employee is called to work on any of the above holidays, except the floating holidays, the employee shall receive two (2) hours straight time pay as call pay, in addition to the above provided compensation. In order to qualify for such pay, such employee must have actually reported for work and must have been able and available for work when called. Holidays shall be considered as time worked in computing overtime.~~

- E. Employees shall be allowed to combine vacation with floating holidays ~~for vacation scheduling when scheduling time off.~~

Article 12 - Sick Leave and Injury Allowance

- D. Bonus Days

If an employee does not utilize sick leave during ~~the first six (6) months of the calendar year~~ **(January 1 - June 30 or July 1 - December 31)** the employee will be credited with an additional day of sick leave or, at the employee's option, a ~~personal~~ **bonus** day. ~~If an employee then does not utilize sick leave during the second six (6) months of the calendar year (July 1 through December 31), the employee will be credited with an additional two~~

~~(2) days of sick leave or at the employee's option, two (2) personal days.~~ For each subsequent six (6) month interval without the use of a sick day, the employee will be credited with an additional two (2) days of sick leave or at the employee's option two (2) **personal bonus** days.

Once a sick day is used, the employee will only receive one (1) additional bonus day for the next six (6) month cycle ~~(e.g. if the sick day is used in the first six (6) months of the year or if the sick day is used in the second six (6) months of the year).~~ The employee will be eligible to earn two (2) bonus days each subsequent six (6) months as described above if no sick leave is used for the first six (6) month period.

Personal Bonus days shall be scheduled off **in full day increments**. ~~in the same manner as a personal floater.~~ **and must be used within one (1) year of issuance.**

Article 14 - Vacations

- A. Vacation benefits for ~~part-time~~ employees will be determined on prorated basis.
Subject to Article 28.

Replacement Operator shall take scheduled time off based on their prorated benefits. (i.e. - If employee is accruing benefits at 80%, then one week of vacation, floating holidays and bonus days would equal 32 hours).

- E. ~~Vacation pay will be based on actual average shift time worked; i.e., for a bid route, if 32 1/2 hours/week, you would receive 32 1/2 hours of vacation.~~
Employees with a campus bid route shall be able to use paid vacation only, during non-scheduled work time when UWSP campus is not in session, Monday through Friday. Employees will be charged time off based on their prorated benefits. Vacation must be taken in full day increments.
- F. Vacation Carryover: Employees eligible for two (2) or more weeks of vacation may carry over up to one (1) week, **based on their current bid route.** ~~into the employee's following vacation year with prior approval by the department head or Mayor's Office.~~
- I. Number of Operators Allowed Off

CDL Operators: ~~With the exception of Saturday Operators, the number of CDL Operators allowed off at any given time~~ **The number of CDL Operators allowed off at any given time** shall not exceed 15% of the total number of CDL Bid Routes when UWSP is in full session, and not to exceed 25% when UWSP is not in full session.

Saturday CDL Operators: One (1) Operator is allowed off at a time.

Non-CDL Operators: One (1) Operator is allowed off at a time.

J. Lock Out Days

~~Fill in Operators shall be considered unavailable to fill in for a Saturday shift when the Operator has approved time off the Friday before the Saturday. There is a limit of two (2) lock out days per calendar year, per employee.~~

Fill in operators who take time off the Friday before the Saturday or the Monday after the Saturday can lockout a Saturday shift. If approved, the operator will be considered unavailable to fill in for that Saturday.

There is a maximum of two (2) operators who can lockout a Saturday at one time. There is a limit of three (3) lockout days per calendar year, per employee.

Article 17 – Insurance

- B. Health Insurance: Employees who choose not to be enrolled in the health insurance program offered by the City, for whatever reason, will be paid two-hundred (\$200.00) per year in lieu of insurance coverage. **Subject to Article 28.**

~~The City agrees to pay for extraction and initial replacement of natural teeth not covered by the Plan (does not include implants).~~

- C: **Employee would be responsible for 100% of the premium for dental and vision insurance plans.**

Eligible employees (those averaging 20 hours per week) are able to participate in the Dental and Vision Insurance offered by the City. The City retains the right to select the provider as well as make any necessary changes to plan design.

Article 22 – Wages 2.25% for 2021, 2.00% for 2022, 1.75% for 2023

Article 23 – Materials and Uniforms

- E. Clothing & Leather Wear

~~Operators: The Employer~~ **Bus Operators shall receive an annual allowance of reimburse up to one hundred twenty-five (\$125.00) one hundred and thirty dollars (\$130.00) by the end of January each** year for the purchase of t-shirts, black leather shoes with leather heels no more than two (2) inches high, black leather belt, socks, black turtle neck, gloves, rubber boots for bus washing and ice cleats. These items shall be according to the specification of the Transit Management. ~~In order to be reimbursed, the employee must submit an original receipt.~~

~~Mechanics: The Employer shall reimburse up to two hundred dollars (\$200.00) per year~~ **shall receive an annual allowance of two hundred and five dollars (\$205.00) by the end of January each** year for the purchase of steel toed work shoes or prescription safety glasses.

Article 28 - Employee Classifications/Fringe Benefits

- A. ~~Full time:~~ Operators regularly scheduled to work seventy (70) or more hours in a pay period.
- B. ~~Part time:~~ All **Employee** benefits will be determined on a prorated basis, based on total hours ~~the average hours per week per employee~~ for the previous calendar year (January 1 – December 31). This proration shall be recalculated annually. **Employees who reach 1820 hours or more within the calendar year will receive 100% benefits.**

New employees, or employees whose annual percentage calculation is at or below 50% shall accrue benefits at 50%.

All benefits, with the exception of the \$200 stipend in lieu of health insurance coverage, shall be determined on a pro-rated basis.

2021 Street Improvements Project #21-01 (#7613523)
City of Stevens Point
03/16/2021 at 2:00 PM CDT

Line Item	Item Code	Item Description	UoM	Quantity	Gerke Excavating Inc.		Haas Sons, Inc.		James Peterson Sons, Inc. - Utility Division		A-1 Excavating Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	201.0105	Clearing	STA	5	\$1,086.59	\$5,432.95	\$1,200.00	\$6,000.00	\$1,511.21	\$7,556.05	\$300.00	\$1,500.00
2	201.0205	Grubbing	STA	5	\$1,086.59	\$5,432.95	\$800.00	\$4,000.00	\$1,511.21	\$7,556.05	\$3,000.00	\$15,000.00
3	204.0100	Removing Pavement	SY	4,015	\$2.08	\$8,351.20	\$4.00	\$16,060.00	\$5.15	\$20,677.25	\$6.20	\$24,893.00
4	204.0150	Removing Curb & Gutter	LF	14,000	\$1.51	\$21,140.00	\$2.00	\$28,000.00	\$2.58	\$36,120.00	\$2.40	\$33,600.00
5	204.0155	Removing Concrete Sidewalk	SY	12,000	\$1.64	\$19,680.00	\$5.00	\$60,000.00	\$3.09	\$37,080.00	\$2.60	\$31,200.00
6	205.0100	Excavation Common	CY	12,568	\$12.83	\$161,247.44	\$11.55	\$145,160.40	\$12.36	\$155,340.48	\$15.00	\$188,520.00
7	205.0200	Excavation Rock	CY	6,700	\$108.94	\$729,898.00	\$92.00	\$616,400.00	\$113.36	\$759,512.00	\$0.01	\$67.00
8	209.1100	Backfill Granular	CY	34,500	\$16.82	\$580,290.00	\$17.53	\$604,785.00	\$19.70	\$679,650.00	\$21.00	\$724,500.00
9	213.0100	Finishing Roadway	EACH	1	\$4,109.08	\$4,109.08	\$28,635.00	\$28,635.00	\$28,633.50	\$28,633.50	\$31,413.00	\$31,413.00
10	305.0110	Base Aggregate Dense 3/4-Inch	TON	50	\$34.35	\$1,717.50	\$19.34	\$967.00	\$25.75	\$1,287.50	\$22.00	\$1,100.00
11	305.0120	Base Aggregate Dense 1 1/4-Inch	TON	29,400	\$11.69	\$343,686.00	\$11.34	\$333,396.00	\$11.85	\$348,390.00	\$14.00	\$411,600.00
12	416.0160	Concrete Driveway 6-Inch	SY	1,600	\$43.32	\$69,312.00	\$47.25	\$75,600.00	\$46.35	\$74,160.00	\$46.00	\$73,600.00
13	460.6242	HMA Pavement 2MT 58-34 S	TON	260	\$80.09	\$20,823.40	\$81.00	\$21,060.00	\$80.10	\$20,826.00	\$82.00	\$21,320.00
14	460.6243	HMA Pavement 3MT 58-34 S	TON	3,385	\$80.40	\$272,154.00	\$80.40	\$272,154.00	\$80.40	\$272,154.00	\$82.00	\$277,570.00
15	460.6244	HMA Pavement 4MT 58-34 S	TON	2,865	\$83.53	\$239,313.45	\$83.55	\$239,370.75	\$83.53	\$239,313.45	\$85.00	\$243,525.00
16	465.0120	Asphaltic Surface Driveways and Field Entrances	TON	40	\$149.23	\$5,969.20	\$150.00	\$6,000.00	\$149.23	\$5,969.20	\$170.00	\$6,800.00
17	601.0600	Concrete Curb Pedestrian	LF	130	\$45.77	\$5,950.10	\$35.00	\$4,550.00	\$39.14	\$5,088.20	\$39.00	\$5,070.00
18	602.0405	Concrete Sidewalk 4-Inch	SF	54,800	\$3.68	\$201,664.00	\$4.25	\$232,900.00	\$4.54	\$248,792.00	\$5.50	\$301,400.00
19	602.0415	Concrete Sidewalk 6-Inch	SF	15,800	\$4.85	\$76,630.00	\$5.25	\$82,950.00	\$5.15	\$81,370.00	\$6.10	\$96,380.00
20	602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	760	\$39.63	\$30,118.80	\$33.00	\$25,080.00	\$30.90	\$23,484.00	\$31.00	\$23,560.00
21	602.1500	Concrete Steps	SF	200	\$67.93	\$13,586.00	\$32.15	\$6,430.00	\$61.80	\$12,360.00	\$62.00	\$12,400.00
22	608.3012	Storm Sewer Pipe Class III-A 12-Inch	LF	998	\$39.24	\$39,161.52	\$45.50	\$45,409.00	\$67.40	\$67,265.20	\$48.00	\$47,904.00
23	608.3015	Storm Sewer Pipe Class III-A 15-Inch	LF	1,887	\$41.86	\$78,989.82	\$46.75	\$88,217.25	\$75.92	\$143,261.04	\$50.00	\$94,350.00
24	608.3018	Storm Sewer Pipe Class III-A 18-Inch	LF	948	\$48.85	\$46,309.80	\$51.25	\$48,585.00	\$72.67	\$68,891.16	\$53.00	\$50,244.00
25	608.3024	Storm Sewer Pipe Class III-A 24-Inch	LF	86	\$59.76	\$5,139.36	\$70.50	\$6,063.00	\$116.51	\$10,019.86	\$96.00	\$8,256.00
26	608.3030	Storm Sewer Pipe Class III-A 30-Inch	LF	30	\$103.24	\$3,097.20	\$125.00	\$3,750.00	\$181.31	\$5,439.30	\$145.00	\$4,350.00
27	611.2004	Manholes 4-FT Diameter	EACH	23	\$2,629.82	\$60,485.86	\$3,425.00	\$78,775.00	\$2,706.60	\$62,251.80	\$3,039.00	\$69,897.00
28	611.2005	Manholes 5-FT Diameter	EACH	1	\$4,372.45	\$4,372.45	\$4,795.00	\$4,795.00	\$4,485.21	\$4,485.21	\$4,890.00	\$4,890.00
29	611.2006	Manholes 6-FT Diameter	EACH	1	\$4,846.49	\$4,846.49	\$6,805.00	\$6,805.00	\$5,288.05	\$5,288.05	\$5,812.00	\$5,812.00
30	611.2008	Manholes 8-FT Diameter	EACH	3	\$7,253.02	\$21,759.06	\$17,640.00	\$52,920.00	\$8,439.77	\$25,319.31	\$9,515.00	\$28,545.00
31	611.2504	Manholes Variable Tee 4-FT Diameter	EACH	3	\$3,879.59	\$11,638.77	\$4,115.00	\$12,345.00	\$5,352.45	\$16,057.35	\$6,297.00	\$18,891.00
32	611.3004	Inlets 4-FT Diameter	EACH	5	\$7,129.58	\$35,647.90	\$3,580.00	\$17,900.00	\$2,820.59	\$14,102.95	\$3,631.00	\$18,155.00
33	611.8110	Adjusting Manholes Covers	EACH	4	\$370.50	\$1,482.00	\$350.00	\$1,400.00	\$700.00	\$2,800.00	\$1,113.00	\$4,452.00
34	611.8115	Adjusting Inlet Covers	EACH	1	\$413.39	\$413.39	\$350.00	\$350.00	\$703.20	\$703.20	\$1,250.00	\$1,250.00
35	619.1000	Mobilization	EACH	1	\$219,831.78	\$219,831.78	\$290,960.00	\$290,960.00	\$27,663.60	\$27,663.60	\$636,820.00	\$636,820.00
36	628.6510	Soil Stabilizer Type B	ACRE	2	\$943.50	\$1,887.00	\$700.00	\$1,400.00	\$721.00	\$1,442.00	\$2,420.00	\$4,840.00
37	628.7005	Inlet Protection Type A	LS	1	\$5,355.00	\$5,355.00	\$1,500.00	\$1,500.00	\$1,545.00	\$1,545.00	\$760.00	\$760.00
38	628.7015	Inlet Protection Type C	LS	1	\$2,550.00	\$2,550.00	\$6,710.00	\$6,710.00	\$6,911.30	\$6,911.30	\$560.00	\$560.00
39	634.0812	Post Tubular Steel 2x2-Inch x 12-FT	EACH	23	\$178.50	\$4,105.50	\$120.00	\$2,760.00	\$123.60	\$2,842.80	\$280.00	\$6,440.00
40	637.2210	Signs Type II Reflective H	SF	164	\$28.05	\$4,600.20	\$26.00	\$4,264.00	\$26.78	\$4,391.92	\$30.00	\$4,920.00
41	638.2602	Removing Signs Type II	EACH	53	\$25.50	\$1,351.50	\$25.00	\$1,325.00	\$25.75	\$1,364.75	\$25.00	\$1,325.00
42	638.3000	Removing Small Sign Supports	EACH	23	\$25.50	\$586.50	\$30.00	\$690.00	\$30.90	\$710.70	\$50.00	\$1,150.00
43	643.5000	Traffic Control	LS	1	\$22,841.87	\$22,841.87	\$17,984.50	\$17,984.50	\$22,074.04	\$22,074.04	\$29,985.00	\$29,985.00
44	646.1020	Marking Line Epoxy 4-Inch	LF	840	\$4.03	\$3,385.20	\$3.95	\$3,318.00	\$4.07	\$3,418.80	\$4.00	\$3,360.00
45	646.5020	Marking Arrow Epoxy	EACH	2	\$402.90	\$805.80	\$395.00	\$790.00	\$406.85	\$813.70	\$400.00	\$800.00
46	646.5220	Marking Symbol Epoxy	EACH	2	\$606.90	\$1,213.80	\$595.00	\$1,190.00	\$612.85	\$1,225.70	\$600.00	\$1,200.00
47	646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	495	\$6.17	\$3,054.15	\$6.05	\$2,994.75	\$6.24	\$3,088.80	\$7.00	\$3,465.00
48	650.4000	Construction Staking Storm Sewer	EACH	101	\$61.20	\$6,181.20	\$60.00	\$6,060.00	\$61.80	\$6,241.80	\$66.00	\$6,666.00
49	650.4500	Construction Staking Subgrade	LF	7,169	\$0.46	\$3,297.74	\$0.01	\$71.69	\$0.02	\$143.38	\$0.10	\$716.90

Line Item	Item Code	Item Description	UofM	Quantity	Gerke Excavating Inc.		Haas Sons, Inc.		James Peterson Sons, Inc. - Utility Division		A-1 Excavating Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
50	650.5000	Construction Staking Base	LF	7,169	\$0.71	\$5,089.99	\$0.70	\$5,018.30	\$0.73	\$5,233.37	\$0.80	\$5,735.20
51	650.5500	Construction Staking Curb and Gutter	LF	13,650	\$0.66	\$9,009.00	\$0.65	\$8,872.50	\$0.67	\$9,145.50	\$0.70	\$9,555.00
52	650.8500	Construction Staking Electrical Installations (project) 01. 21-01	LS	1	\$1,224.00	\$1,224.00	\$1,200.00	\$1,200.00	\$1,236.00	\$1,236.00	\$2,000.00	\$2,000.00
53	650.9920	Construction Staking Slope Stakes	LF	7,169	\$0.97	\$6,953.93	\$0.95	\$6,810.55	\$0.98	\$7,025.62	\$1.00	\$7,169.00
54	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	805	\$6.12	\$4,926.60	\$6.81	\$5,482.05	\$6.18	\$4,974.90	\$7.00	\$5,635.00
55	654.0107	Concrete Bases Type 7	EACH	5	\$867.00	\$4,335.00	\$850.00	\$4,250.00	\$875.50	\$4,377.50	\$900.00	\$4,500.00
56	655.0625	Electrical Wire 6 AWG	LF	4,025	\$1.22	\$4,910.50	\$1.20	\$4,830.00	\$1.24	\$4,991.00	\$1.30	\$5,232.50
57	690.0150	Sawing Asphalt	LF	1,500	\$1.58	\$2,370.00	\$2.00	\$3,000.00	\$1.60	\$2,400.00	\$3.00	\$4,500.00
58	690.0250	Sawing Concrete	LF	2,000	\$2.40	\$4,800.00	\$2.35	\$4,700.00	\$2.43	\$4,860.00	\$3.50	\$7,000.00
59	803.0401	48-Inch Diameter Sanitary Sewer Manhole	EACH	27	\$3,865.52	\$104,369.04	\$4,590.00	\$123,930.00	\$3,202.19	\$86,459.13	\$5,098.00	\$137,646.00
60	803.0402	48-Inch Diameter Drop Sanitary Sewer Manhole	EACH	2	\$5,500.94	\$11,001.88	\$7,190.00	\$14,380.00	\$6,754.60	\$13,509.20	\$8,331.00	\$16,662.00
61	804.0406	6-Inch Sanitary Sewer Lateral	LF	2,250	\$51.47	\$115,807.50	\$44.75	\$100,687.50	\$46.73	\$105,142.50	\$79.00	\$177,750.00
62	805.0408	8-Inch Sanitary Sewer Main	LF	2,659	\$40.65	\$108,088.35	\$63.50	\$168,846.50	\$70.29	\$186,901.11	\$89.00	\$236,651.00
63	805.0410	10-Inch Sanitary Sewer Main	LF	2,143	\$45.74	\$98,020.82	\$67.75	\$145,188.25	\$76.82	\$164,625.26	\$96.00	\$205,728.00
64	805.0412	12-Inch Sanitary Sewer Main	LF	1,020	\$52.28	\$53,325.60	\$75.00	\$76,500.00	\$102.40	\$104,448.00	\$124.00	\$126,480.00
65	805.0415	15-Inch Sanitary Sewer Main	LF	36	\$87.48	\$3,149.28	\$221.00	\$7,956.00	\$139.51	\$5,022.36	\$147.00	\$5,292.00
66	805.0421	21-Inch Sanitary Sewer Main	LF	48	\$116.46	\$5,590.08	\$239.25	\$11,484.00	\$149.88	\$7,194.24	\$168.00	\$8,064.00
67	805.0424	24-Inch Sanitary Sewer Main	LF	26	\$172.43	\$4,483.18	\$531.00	\$13,806.00	\$164.90	\$4,287.40	\$184.00	\$4,784.00
68	806.0401	Class B Bedding	LF	19,000	\$5.77	\$109,630.00	\$5.00	\$95,000.00	\$0.01	\$190.00	\$0.01	\$190.00
69	808.0610	1.0-Inch Water Service (Polyethylene)	LF	2,520	\$48.96	\$123,379.20	\$43.25	\$108,990.00	\$59.43	\$149,763.60	\$75.00	\$189,000.00
70	808.0610	1.25-Inch Water Service (Polyethylene)	LF	30	\$203.02	\$6,090.60	\$121.00	\$3,630.00	\$86.56	\$2,596.80	\$157.00	\$4,710.00
71	808.0620	2.0-Inch Water Service (Polyethylene)	LF	50	\$57.24	\$2,862.00	\$121.00	\$6,050.00	\$77.58	\$3,879.00	\$103.00	\$5,150.00
72	809.0601	Standard Hydrant	EACH	12	\$4,088.00	\$49,056.00	\$4,130.00	\$49,560.00	\$5,895.00	\$70,740.00	\$6,335.00	\$76,020.00
73	811.0604	4-Inch Diameter Watermain	LF	31	\$187.78	\$5,821.18	\$104.50	\$3,239.50	\$251.17	\$7,786.27	\$143.00	\$4,433.00
74	811.0606	6-Inch Diameter Watermain	LF	2,583	\$52.68	\$136,072.44	\$61.80	\$159,629.40	\$79.61	\$205,632.63	\$87.00	\$224,721.00
75	811.0608	8-Inch Diameter Watermain	LF	3,451	\$72.17	\$249,058.67	\$69.95	\$241,397.45	\$92.63	\$319,666.13	\$104.00	\$358,904.00
76	811.0612	12-Inch Diameter Watermain	LF	1,250	\$102.54	\$128,175.00	\$49.00	\$61,250.00	\$133.95	\$167,437.50	\$131.00	\$163,750.00
77	812.0601	2-Inch Rigid Insulation	LF	300	\$12.81	\$3,843.00	\$8.50	\$2,550.00	\$12.00	\$3,600.00	\$16.00	\$4,800.00
78	SPV.0060.01	Drain Basin (24-Inch)	EACH	60	\$2,206.09	\$132,365.40	\$2,800.00	\$168,000.00	\$2,628.42	\$157,705.20	\$3,560.00	\$213,600.00
79	SPV.0060.02	Manholes 10-FT Diameter	EACH	4	\$12,960.39	\$51,841.56	\$20,690.00	\$82,760.00	\$20,136.89	\$80,547.56	\$15,353.00	\$61,412.00
80	SPV.0060.03	Manholes 12x12-FT	EACH	1	\$39,208.48	\$39,208.48	\$36,015.00	\$36,015.00	\$34,758.14	\$34,758.14	\$51,528.00	\$51,528.00
81	SPV.0060.04	Salvage and Reinstall Lighting Unit	EACH	5	\$663.00	\$3,315.00	\$650.00	\$3,250.00	\$669.50	\$3,347.50	\$700.00	\$3,500.00
82	SPV.0060.05	Compaction Testing	EACH	10	\$285.35	\$2,853.50	\$200.00	\$2,000.00	\$772.50	\$7,725.00	\$110.00	\$1,100.00
83	SPV.0060.06	Construction Staking Sanitary Sewer Structures	EACH	29	\$86.70	\$2,514.30	\$85.00	\$2,465.00	\$87.55	\$2,538.95	\$100.00	\$2,900.00
84	SPV.0090.01	Concrete Curb & Gutter 24-Inch Type D	LF	13,650	\$12.88	\$175,812.00	\$11.50	\$156,975.00	\$12.26	\$167,349.00	\$12.00	\$163,800.00
85	SPV.0090.02	Storm Sewer Lateral (4-Inch)	LF	3,200	\$48.80	\$156,160.00	\$44.15	\$141,280.00	\$82.29	\$263,328.00	\$57.00	\$182,400.00
86	SPV.0090.03	Storm Sewer Lateral (6-Inch)	LF	20	\$49.65	\$993.00	\$38.50	\$770.00	\$108.35	\$2,167.00	\$74.00	\$1,480.00
87	SPV.0090.04	Storm Sewer Lateral (8-Inch)	LF	20	\$58.35	\$1,167.00	\$42.00	\$840.00	\$111.17	\$2,223.40	\$77.00	\$1,540.00
88	SPV.0090.05	Storm Sewer Lateral (10-Inch)	LF	40	\$58.98	\$2,359.20	\$45.00	\$1,800.00	\$144.64	\$5,785.60	\$79.00	\$3,160.00
89	SPV.0090.06	Storm Sewer Pipe Perforated Class III A 15-Inch	LF	390	\$49.93	\$19,477.70	\$99.75	\$38,902.50	\$76.69	\$29,909.10	\$79.00	\$30,810.00
90	SPV.0090.07	Storm Sewer Pipe Perforated Class III A 18-Inch	LF	587	\$52.93	\$31,069.91	\$102.25	\$60,020.75	\$92.90	\$54,532.30	\$89.00	\$52,243.00
91	SPV.0090.09B	Storm Sewer Pipe Perforated 48-Inch (HDPE)	LF	439	\$105.51	\$46,318.89	\$159.50	\$70,020.50	\$154.69	\$67,908.91	\$365.00	\$160,235.00
92	SPV.0090.10	Storm Sewer Pipe Perforated Reinforced Concrete Class III 54-Inch	LF	399	\$211.76	\$84,492.24	\$285.50	\$113,914.50	\$213.63	\$85,238.37	\$445.00	\$177,555.00
93	SPV.0090.11	Storm Sewer Pipe Reinforced Concrete Class IV 84-Inch	LF	376	\$437.86	\$164,635.36	\$518.00	\$194,768.00	\$508.64	\$191,248.64	\$682.00	\$256,432.00
94	SPV.0090.12	Storm Sewer Pipe Perforated Reinforced Concrete Horizontal Elliptical Class HE-III 38x60-Inch	LF	90	\$189.45	\$17,050.50	\$245.00	\$22,050.00	\$245.50	\$22,095.00	\$447.00	\$40,230.00
95	SPV.0090.13	Storm Sewer Pipe Perforated Reinforced Concrete Horizontal Elliptical Class HE-IV 48x76-Inch	LF	338	\$319.64	\$108,038.32	\$330.00	\$111,540.00	\$376.28	\$127,182.64	\$570.00	\$192,660.00
96	SPV.0090.14B	Storm Sewer Pipe 60-Inch (HDPE)	LF	1,403	\$148.41	\$208,219.23	\$213.75	\$299,891.25	\$249.38	\$349,880.14	\$427.00	\$599,081.00
97	SPV.0090.15	Cast-In-Place Retaining Wall	LF	700	\$40.98	\$28,686.00	\$36.00	\$25,200.00	\$37.08	\$25,956.00	\$50.00	\$35,000.00
98	SPV.0105.01	Construction Staking Water Main	LS	1	\$6,324.00	\$6,324.00	\$6,200.00	\$6,200.00	\$6,386.00	\$6,386.00	\$7,000.00	\$7,000.00
99	SPV.0105.02	Temporary Water Service	LS	1	\$35,915.16	\$35,915.16	\$47,000.00	\$47,000.00	\$72,920.00	\$72,920.00	\$27,600.00	\$27,600.00
100	SPV.0105.03	Remove, Salvage, and Reinstall Modular Block Retaining Wall	LS	1	\$43,151.10	\$43,151.10	\$30,000.00	\$30,000.00	\$47,380.00	\$47,380.00	\$30,000.00	\$30,000.00

Line Item	Item Code	Item Description	UofM	Quantity	Gerke Excavating Inc.		Haas Sons, Inc.		James Peterson Sons, Inc. - Utility Division		A-1 Excavating Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
101	SPV.0180.01	Topsoil/Seed/Fertilizer/LawnPrep/Urban Erosion Mat	SY	12,600	\$8.33	\$104,958.00	\$6.20	\$78,120.00	\$6.29	\$79,254.00	\$4.00	\$50,400.00
						\$345,590.66		\$528,930.00		\$548,787.22		\$808,964.00
102	SPV.0090.09A	Storm Sewer Pipe Perforated 48-Inch (Reinforced Concrete)	LF	439	\$171.82	\$75,428.98	\$310.00	\$136,090.00	\$192.21	\$84,380.19	\$395.00	\$173,405.00
103	SPV.0090.14A	Storm Sewer Pipe 60-Inch (Reinforced Concrete)	LF	1,403	\$192.56	\$270,161.68	\$280.00	\$392,840.00	\$331.01	\$464,407.03	\$453.00	\$635,559.00
						\$67,700.00		\$47,000.00		\$37,920.00		\$70,000.00
104	SPV.0195.01	Hauling and Disposal of Contaminated Soil	TON	1,000	\$67.70	\$67,700.00	\$47.00	\$47,000.00	\$37.92	\$37,920.00	\$70.00	\$70,000.00
Total Bid:						\$6,239,260.62		\$6,650,850.84		\$7,115,573.87		\$7,932,749.60
Total Bid plus contingency:						\$7,175,149.71		\$7,648,478.47		\$8,182,909.95		\$9,122,662.04

2021 Road Resurfacing Project #21-02 (#7660125)

City of Stevens Point

03/30/2021 11:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Merrill Gravel & Construction Co		Stuczynski Trucking & Excavating, Inc		McCabe Construction		Earth Inc.		Haas Sons, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	201.0105	Clearing	STA.	1	\$500.00	\$500.00	\$250.00	\$250.00	\$700.00	\$700.00	\$500.00	\$500.00	\$725.00	\$725.00
2	201.012	Clearing	I.D.	107	\$12.00	\$1,284.00	\$30.00	\$3,210.00	\$26.00	\$2,782.00	\$16.00	\$1,712.00	\$19.50	\$2,086.50
3	201.0205	Grubbing	STA.	1	\$500.00	\$500.00	\$250.00	\$250.00	\$395.00	\$395.00	\$500.00	\$500.00	\$725.00	\$725.00
4	201.022	Grubbing	I.D.	137	\$14.00	\$1,918.00	\$30.00	\$4,110.00	\$12.00	\$1,644.00	\$16.00	\$2,192.00	\$19.50	\$2,671.50
5	204.01	Removing Pavement	S.Y.	187	\$4.00	\$748.00	\$5.00	\$935.00	\$5.00	\$935.00	\$6.00	\$1,122.00	\$10.00	\$1,870.00
6	204.015	Removing Curb and Gutter	L.F.	60	\$10.00	\$600.00	\$4.00	\$240.00	\$5.50	\$330.00	\$6.00	\$360.00	\$15.00	\$900.00
7	205.01	Excavation Common	C.Y.	12325	\$9.25	\$114,006.25	\$8.12	\$100,079.00	\$12.50	\$154,062.50	\$6.50	\$80,112.50	\$10.00	\$123,250.00
8	209.01	Backfill Granular	C.Y.	100	\$13.00	\$1,300.00	\$2.00	\$200.00	\$11.00	\$1,100.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00
9	211.01	Prepare Foundation for Asphaltic Paving (Project)	L.S.	1	\$25,360.00	\$25,360.00	\$25,360.00	\$25,360.00	\$25,500.00	\$25,500.00	\$26,000.00	\$26,000.00	\$25,625.00	\$25,625.00
10	213.01	Finishing Roadway (project)	EACH	1	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1.00	\$1.00
11	305.011	Base Aggregate Dense (3/4-Inch)	TON	700	\$26.20	\$18,340.00	\$18.50	\$12,950.00	\$16.25	\$11,375.00	\$17.50	\$12,250.00	\$15.50	\$10,850.00
12	305.011	Base Aggregate Dense (Temp. Road) (3/4-Inch)	TON	660	\$12.40	\$8,184.00	\$11.95	\$7,887.00	\$14.65	\$9,669.00	\$14.00	\$9,240.00	\$19.50	\$12,870.00
13	305.012	Base Aggregate Dense (1 1/2-Inch)	TON	12900	\$10.50	\$135,450.00	\$11.05	\$142,545.00	\$12.50	\$161,250.00	\$13.25	\$170,925.00	\$11.50	\$148,350.00
14	416.016	Concrete Driveway 6-Inch	S.Y.	158	\$50.00	\$7,900.00	\$55.00	\$8,690.00	\$49.50	\$7,821.00	\$55.00	\$8,690.00	\$49.50	\$7,821.00
15	460.6242	HMA Pavement 2 MT 58-34 S (3.25-Inch)	TON	2660	\$74.48	\$198,116.80	\$74.48	\$198,116.80	\$74.85	\$199,101.00	\$75.00	\$199,500.00	\$75.23	\$200,111.80
16	460.6242	HMA Pavement Driveways 2 MT 58-34 S (3.25-Inch)	TON	475	\$108.00	\$51,300.00	\$106.86	\$50,758.50	\$107.40	\$51,015.00	\$107.00	\$50,825.00	\$107.93	\$51,266.75
17	460.6444	HMA Pavement 4 MT 58-34 H (2-Inch)	TON	1710	\$80.56	\$137,757.60	\$80.56	\$137,757.60	\$81.00	\$138,510.00	\$81.00	\$138,510.00	\$81.36	\$139,125.60
18	460.6444	HMA Pavement Driveways 4 MT 58-34 H (2-Inch)	TON	315	\$132.00	\$41,580.00	\$130.42	\$41,082.30	\$131.00	\$41,265.00	\$131.00	\$41,265.00	\$131.72	\$41,491.80
19	465.0315	Asphaltic Flumes	S.Y.	25	\$105.00	\$2,625.00	\$91.90	\$2,297.50	\$82.50	\$2,062.50	\$100.00	\$2,500.00	\$92.82	\$2,320.50
20	520.1012	Apron Endwalls for Culvert Pipe (Concrete) (12-Inch)	EACH	2	\$950.00	\$1,900.00	\$500.00	\$1,000.00	\$1,040.00	\$2,080.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00
21	521.1012	Apron Endwalls for Culvert Pipe (Steel) (12-Inch)	EACH	80	\$220.00	\$17,600.00	\$150.00	\$12,000.00	\$165.00	\$13,200.00	\$150.00	\$12,000.00	\$236.00	\$18,880.00
22	521.1015	Apron Endwalls for Culvert Pipe Steel (15-Inch)	EACH	2	\$236.00	\$472.00	\$200.00	\$400.00	\$185.00	\$370.00	\$175.00	\$350.00	\$260.00	\$520.00
23	530.0112	Culvert Pipe Corrugated Polyethylene (12-Inch)	L.F.	1588	\$25.10	\$39,858.80	\$17.00	\$26,996.00	\$30.00	\$47,640.00	\$36.00	\$57,168.00	\$32.25	\$51,213.00
24	601.0324	Concrete Curb & Gutter (24-Inch)	L.F.	46	\$29.00	\$1,334.00	\$30.00	\$1,380.00	\$27.00	\$1,242.00	\$12.00	\$552.00	\$10.50	\$483.00
25	601.0553	Concrete Curb & Gutter (4-Inch Sloped 36-Inch) Type D	L.F.	554	\$20.50	\$11,357.00	\$21.00	\$11,634.00	\$19.50	\$10,803.00	\$20.00	\$11,080.00	\$18.50	\$10,249.00
26	608.0348	Storm Sewer Pipe Reinforced Concrete Class III (48-Inch)	L.F.	54	\$172.25	\$9,301.50	\$165.00	\$8,910.00	\$137.00	\$7,398.00	\$210.00	\$11,340.00	\$118.25	\$6,385.50
27	608.3012	Storm Sewer Pipe Corrugated HDPE Class III-A (12-Inch)	L.F.	367	\$45.40	\$16,661.80	\$21.00	\$7,707.00	\$48.00	\$17,616.00	\$36.00	\$13,212.00	\$34.25	\$12,569.75
28	608.3015	Storm Sewer Pipe Corrugated HDPE Class III-A (15-Inch)	L.F.	50	\$49.30	\$2,465.00	\$24.00	\$1,200.00	\$37.00	\$1,850.00	\$40.00	\$2,000.00	\$36.75	\$1,837.50
29	608.3018	Storm Sewer Pipe Corrugated HDPE Class III-A (18-Inch)	L.F.	64	\$53.65	\$3,433.60	\$28.00	\$1,792.00	\$38.00	\$2,432.00	\$45.00	\$2,880.00	\$39.00	\$2,496.00
30	611.2004	Manholes (4-Foot Diameter)	EACH	13	\$2,320.00	\$30,160.00	\$3,000.00	\$39,000.00	\$2,400.00	\$31,200.00	\$1,800.00	\$23,400.00	\$2,825.00	\$36,725.00
31	611.2007	Manholes (7-Foot Diameter)	EACH	1	\$8,100.00	\$8,100.00	\$8,500.00	\$8,500.00	\$7,600.00	\$7,600.00	\$8,000.00	\$8,000.00	\$7,150.00	\$7,150.00
32	611.811	Adjusting Manhole Covers	EACH	22	\$950.00	\$20,900.00	\$1,500.00	\$33,000.00	\$1,050.00	\$23,100.00	\$600.00	\$13,200.00	\$1,000.00	\$22,000.00
33	619.1	Mobilization	L.S.	1	\$2,500.00	\$2,500.00	\$35,000.00	\$35,000.00	\$16,498.14	\$16,498.14	\$26,000.00	\$26,000.00	\$9,600.00	\$9,600.00
34	625.01	Topsoil	S.Y.	11690	\$3.00	\$35,070.00	\$2.00	\$23,380.00	\$3.75	\$43,837.50	\$3.00	\$35,070.00	\$4.35	\$50,851.50
35	628.1504	Silt Fence	L.F.	400	\$2.25	\$900.00	\$3.00	\$1,200.00	\$2.25	\$900.00	\$2.20	\$880.00	\$2.27	\$908.00
36	628.2004	Erosion Mat Class I Type B	S.Y.	11690	\$1.55	\$18,119.50	\$1.05	\$12,274.50	\$1.52	\$17,768.80	\$1.50	\$17,535.00	\$1.54	\$18,002.60
37	628.701	Inlet Protection Type B	EACH	16	\$50.00	\$800.00	\$50.00	\$800.00	\$50.00	\$800.00	\$60.00	\$960.00	\$50.00	\$800.00
38	628.7015	Inlet Protection Type C	EACH	3	\$55.00	\$165.00	\$100.00	\$300.00	\$55.00	\$165.00	\$55.00	\$165.00	\$100.00	\$300.00
39	629.0205	Fertilizer Type A	S.Y.	11690	\$0.05	\$584.50	\$0.18	\$2,104.20	\$0.05	\$584.50	\$0.05	\$584.50	\$0.05	\$584.50
40	630.014	Seed Mixture No. 40	S.Y.	11690	\$0.70	\$8,183.00	\$1.05	\$12,274.50	\$0.70	\$8,183.00	\$0.65	\$7,598.50	\$0.70	\$8,183.00
41	634.0812	Post Tubular Steel (2 x 2-Inch x 12-feet)	EACH	6	\$185.00	\$1,110.00	\$100.00	\$600.00	\$185.00	\$1,110.00	\$160.00	\$960.00	\$185.00	\$1,110.00
42	637.0202	Signs Reflective Type II	S.F.	39.72	\$28.00	\$1,112.16	\$16.00	\$635.52	\$28.00	\$1,112.16	\$26.00	\$1,032.72	\$28.00	\$1,112.16
43	638.2602	Removing Signs Type II	EACH	12	\$35.00	\$420.00	\$50.00	\$600.00	\$28.00	\$336.00	\$30.00	\$360.00	\$28.00	\$336.00
44	638.3	Removing Small Sign Supports	EACH	6	\$30.00	\$180.00	\$50.00	\$300.00	\$28.00	\$168.00	\$30.00	\$180.00	\$28.00	\$168.00
45	643.01	Traffic Control (Project)	L.S.	1	\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00	\$14,500.00	\$14,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
46	690.015	Sawing Asphalt	L.F.	2208	\$2.30	\$5,078.40	\$3.00	\$6,624.00	\$1.60	\$3,532.80	\$2.00	\$4,416.00	\$2.30	\$5,078.40
47	690.025	Sawing Concrete	L.F.	121	\$2.55	\$308.55	\$5.00	\$605.00	\$2.60	\$314.60	\$5.00	\$605.00	\$2.55	\$308.55
48	704.0408	Sanitary Sewer Lateral (6-Inch)	L.F.	33	\$74.89	\$2,471.37	\$75.00	\$2,475.00	\$47.00	\$1,551.00	\$65.00	\$2,145.00	\$66.75	\$2,202.75
49	708.0602	Water Service Polyethylene (2-Inch)	L.F.	1008	\$37.20	\$37,497.60	\$50.00	\$50,400.00	\$36.50	\$36,792.00	\$32.00	\$32,256.00	\$54.00	\$54,432.00
50	709.0601	Standard Hydrant	EACH	6	\$4,575.00	\$27,450.00	\$4,950.00	\$29,700.00	\$4,000.00	\$24,000.00	\$4,800.00	\$28,800.00	\$5,650.00	\$33,900.00
51	710.0601	Hydrant Lead (6-Inch Diameter)	L.F.	56	\$80.50	\$4,508.00	\$125.00	\$7,000.00	\$115.00	\$6,440.00	\$165.00	\$9,240.00	\$124.50	\$6,972.00
52	711.0606	Water Main (6-Inch Diameter)	L.F.	24	\$169.42	\$4,066.08	\$220.00	\$5,280.00	\$165.00	\$3,960.00	\$270.00	\$6,480.00	\$162.50	\$3,900.00

Line Item	Item Code	Item Description	UofM	Quantity	Merrill Gravel & Construction Co		Stuczynski Trucking & Excavating, Inc		McCabe Construction		Earth Inc.		Haas Sons, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
53	712.0601	Rigid Insulation (2-Inch)	L.F.	64	\$4.00	\$256.00	\$10.00	\$640.00	\$6.00	\$384.00	\$12.00	\$768.00	\$8.50	\$544.00
54	713.0602	Curb Box and Curb Stop (2-Inch Service)	EACH	30	\$665.00	\$19,950.00	\$650.00	\$19,500.00	\$620.00	\$18,600.00	\$850.00	\$25,500.00	\$725.00	\$21,750.00
55	SPV.0035	Excavation Below Subgrade	C.Y.	100	\$12.00	\$1,200.00	\$10.00	\$1,000.00	\$12.00	\$1,200.00	\$15.00	\$1,500.00	\$33.00	\$3,300.00
56	SPV.0060.01	Remove Hydrant, Hydrant Manhole, and Cap Hydrant Lead	EACH	1	\$1,720.00	\$1,720.00	\$2,000.00	\$2,000.00	\$1,125.00	\$1,125.00	\$1,500.00	\$1,500.00	\$700.00	\$700.00
57	SPV.0060.02	Install Valve Box	EACH	14	\$550.00	\$7,700.00	\$700.00	\$9,800.00	\$675.00	\$9,450.00	\$500.00	\$7,000.00	\$1,100.00	\$15,400.00
58	SPV.0060.03	Salvage and Reinstall Drain Basin	EACH	1	\$800.00	\$800.00	\$650.00	\$650.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
59	SPV.0060.04	24-Inch Drain Basin	EACH	14	\$2,045.00	\$28,630.00	\$2,100.00	\$29,400.00	\$1,900.00	\$26,600.00	\$2,000.00	\$28,000.00	\$2,550.00	\$35,700.00
60	SPV.0060.05	30-Inch Drain Basin	EACH	2	\$3,150.00	\$6,300.00	\$3,000.00	\$6,000.00	\$2,800.00	\$5,600.00	\$3,200.00	\$6,400.00	\$3,550.00	\$7,100.00
61	SPV.0060.06	Relocate Mailboxes	EACH	15	\$120.00	\$1,800.00	\$150.00	\$2,250.00	\$120.00	\$1,800.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00
62	SPV.0090.01	Storm Sewer Pipe Perforated Corrugated HDPE (18-Inch)	L.F.	1985	\$41.00	\$81,385.00	\$51.25	\$101,731.25	\$43.50	\$86,347.50	\$65.00	\$129,025.00	\$56.75	\$112,648.75
63	SPV.0090.02	Storm Sewer Pipe Perforated Corrugated HDPE (24-Inch)	L.F.	1546	\$49.95	\$77,222.70	\$62.80	\$97,088.80	\$52.00	\$80,392.00	\$77.00	\$119,042.00	\$65.25	\$100,876.50
64	SPV.0105.01	Utility Removals	L.S.	1	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$1.00	\$1.00
65	SPV.0195	Riprap	TON	100	\$40.00	\$4,000.00	\$30.00	\$3,000.00	\$44.50	\$4,450.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00
Total Base Bid:						\$1,300,251.21		\$1,370,050.47		\$1,403,650.00		\$1,424,988.22		\$1,455,639.91
Total Base Bid with Contingency:						\$1,495,288.89		\$1,575,558.04		\$1,614,197.50		\$1,638,736.45		\$1,673,985.90

**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE OF THE
CITY OF STEVENS POINT, WISCONSIN**

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That subsection 111 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **repealed**:

SECTION II: That subsection 5 of Section 9.05(ag) of the Revised Municipal Code, **Two Hour Parking 7:00 A.M to 5:00 P.M.** is hereby **amended** to read as follows:

9.05(ag) 5 On the west side of Rogers Street from Clark Street to a point 50 feet south of Main Street – Center Point Drive, except Saturdays, Sundays, and Holidays.

SECTION III: That subsection 171 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here To Corner** is hereby **created** to read as follows:

9.05(j) 171 On the west side of Rogers Street from Main Street - Center Point Drive to a point 50 feet south.

SECTION V: That subsection 1 of Section 9.05(ac) of the Revised Municipal Code, **No Parking, Except Postal Vehicles** is hereby **repealed**:

SECTION VI: These ordinance changes shall take effect upon passage and publication:

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: March 26, 2021
Approved: April 19, 2021
Published: April 23, 2021

**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE OF THE
CITY OF STEVENS POINT, WISCONSIN**

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That Section 9.05(I), All Night Parking Regulated of the Revised Municipal Code of the City of Stevens Point, shall be amended as follows:

9.05 (I) All Night Parking Regulated

1. Except within the Downtown District as described in Section 2. below, alternate side parking regulations shall be in effect on all streets within the City of Stevens Point between the hours of 2:30 AM and 6:00 AM.

Such regulations shall apply as follows:

- i) On odd-numbered days, vehicles shall only be parked, stopped or left standing on that side of the street having odd-numbered addresses.
- ii) On even-numbered days, vehicles shall only be parked, stopped or left standing on that side of the street having even-numbered addresses.

Overnight parking requirements shall apply to corresponding calendar date as of 2:30 AM.

2. Downtown District - The Downtown District shall be identified as indicated on the attached map labeled On-Street Overnight Parking Downtown. No person shall park any vehicle between the hours of 2:30 a.m. and 6:00 a.m. on any street or parking lot in the Downtown District with the following exemption:
 - i) Overnight parking will be allowed by permit in Lot 7, Lot 12, and Lot 16.
 - ii) The cost to obtain a permit will be \$3.00 per night.
 - iii) Permits can be purchase online or via kiosks located in lot 12 and lot 16.
3. These rules do not replace more restrictive parking regulations in the City including any posted No Parking zones, no parking restrictions created under state statute, restrictions for parking near fire hydrants or other City infrastructure, snow emergency parking restrictions, or during times when snow has not been plowed from the designated parking area.
4. Exemptions. Exceptions to the overnight parking rules may be created as follows:
 - i) Emergency Parking. Medical professionals responding to emergency situations may park as needed to best perform their duties.
 - ii) Mayoral Order. During special events, occurrences or circumstances which the Mayor authorizes an exemption for overnight parking by executive order. No such exception shall last for a period greater than 96 hours without approval by the Common Council.
 - iii) Common Council Authorization. As authorized or permitted by the Common Council.

- iv) Other Departmental Authorization. Any authorization granted by the Chief of Police or the Director of Public Works or the respective designee of either, pursuant to a policy adopted by that department.
- 5. Overnight parking is limited to motorized vehicles that have current registration and must be operable.
 - i) Recreational vehicles (RV) are restricted from overnight parking unless granted prior authorization from the Chief of Police or his/her designee.
 - ii) Trailers of any type shall not be parked overnight unless:
 - 1. Granted prior authorization from the Chief of Police or his/her designee; and
 - 2. The trailer is attached to a motor vehicle.

Vehicles with trailers of any type attached shall not be parked overnight more than 3 consecutive nights.

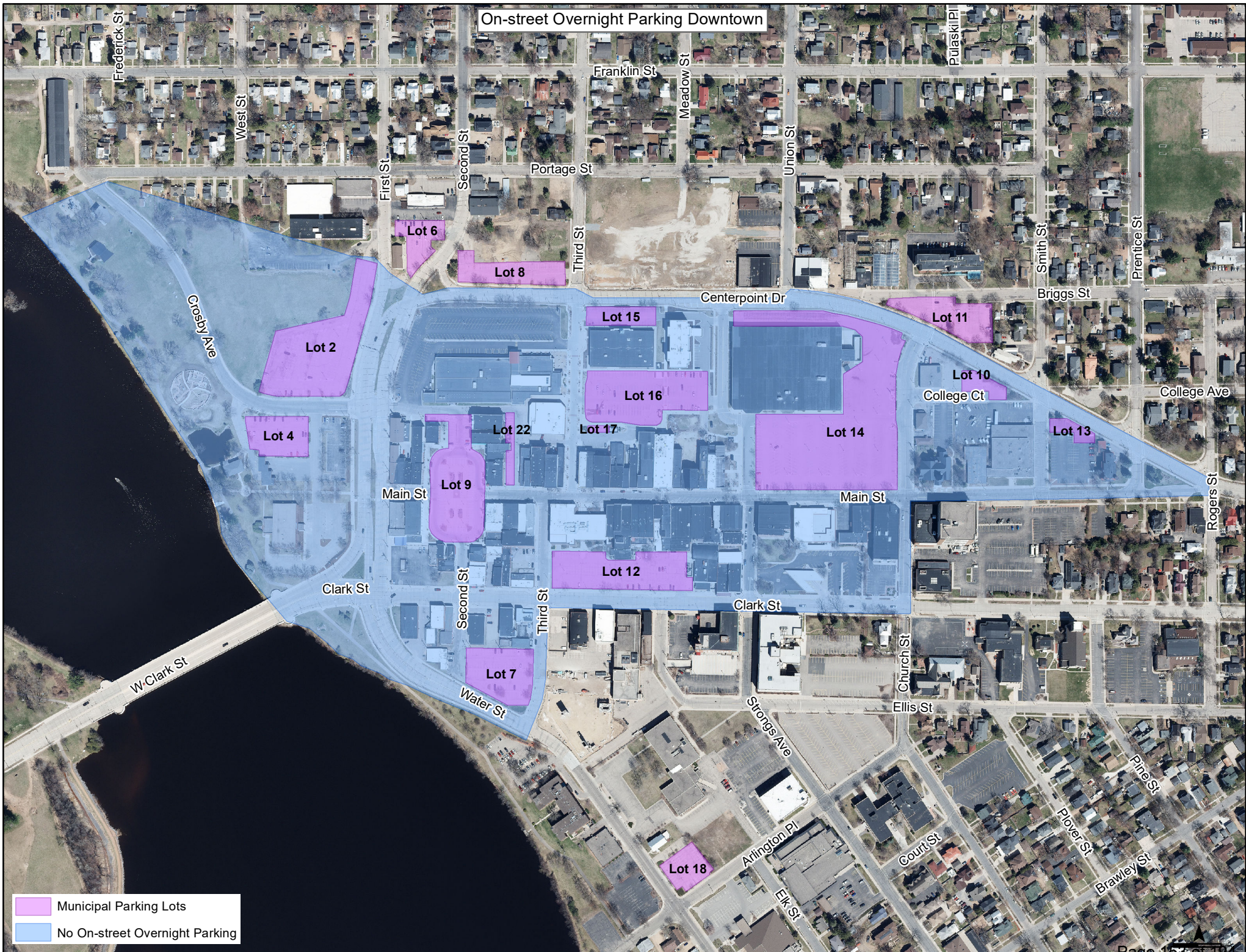
SECTION II: These ordinance changes shall take effect upon passage and publication:

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 8, 2021
Approved: April 19, 2021
Published: April 23, 2021

On-street Overnight Parking Downtown



City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594
Fax: 715-346-1530



Mike Wiza
Mayor
mwiza@stevenspoint.com
715-346-1570

MEMORANDUM

TO: Common Council
FROM: Mayor Wiza
DATE: April 16, 2021
RE: ATV/UTV route proposals

I made an error last week in accepting a second from a non-committee member regarding the motion to postpone action on this item. Alder Nebel is not on the Public Works Committee. There was a request for more background on the request and some safety concerns. We hope to provide that now.

The State of Wisconsin recently change the law to allow municipalities to determine whether or not to allow ATV/UTV access on roads with a speed limit of 35 m.p.h. or less. All other requirements would still be in place regarding the operation of the vehicle.

Most of our surrounding municipalities have been discussing the use and many have passed ordinances allowing it. The request for use in the city came through Alderperson Slowinski and other advocates to allow ATV/UTV users to come from outside the city to get fuel and basic groceries. Working with the Police Department, Public Works and other staff we began to explore possible routes that would allow users from those townships to get those amenities. We quickly determined that city-wide access wasn't something we wanted to consider at this point. ATV/UTVs are allowed for utility purposes already, but not recreational. We wanted to make sure they were not high traffic areas, had appropriate speed limits and ended at locations that could provide fuel and those basic groceries, usually ending in a convenience store. We also tried to find routes that didn't include bars or taverns. That is why the routes you see were chosen.

Safety was the biggest concern that came up. I've attached some accident data for you to review. There were also questions about what our surrounding townships have in place. Links to their ordinances are also attached and are generally all the same. We wanted to make sure any users have a valid driver's license and couldn't circumvent revocation or suspension of driving privileges.

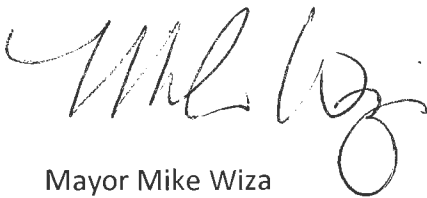
Who benefits and who is impacted? The economic benefit is to those businesses along the routes that will be the destination on the ATV/UTV users (groceries, basic necessities and fuel). There is

also a benefit for the users who need to get these items. Those affected would be other road users who will need to be aware of another mode of transportation using the roadway.

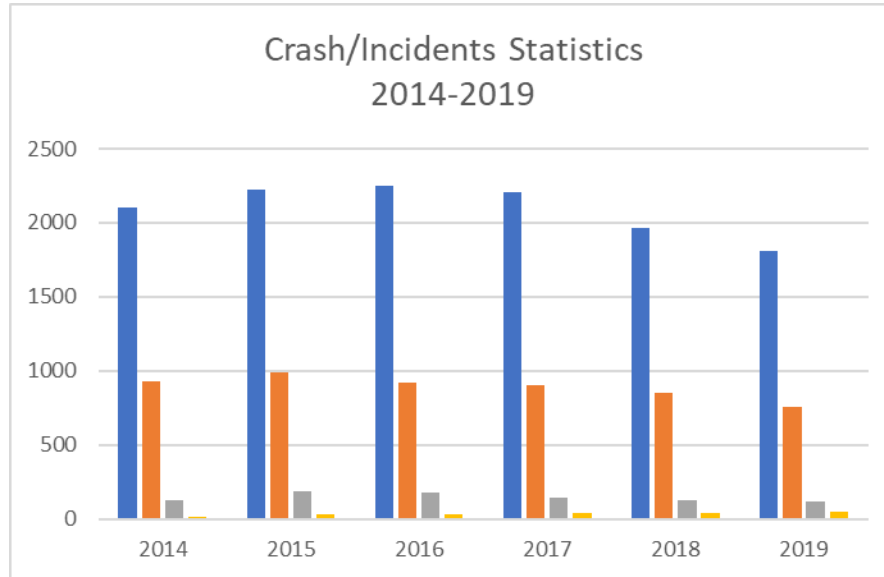
This change is relatively new, but many municipalities in northern Wisconsin have been allowing the ATV/UTV use for years have had no significant issues. This is also true of the winter snowmobile routes that are prominent in Wisconsin. We have that impact to look at and the benefits are significant to tourism and recreation.

As always, your staff stands ready to answer any questions you may have with regards to this. Should you still have a need for more information, the Council can choose to postpone and direct staff to investigate anything we are not able to address at the meeting.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Mike Wiza', with a large, stylized loop at the end.

Mayor Mike Wiza



	2014	2015	2016	2017	2018	2019
Motorcycles	2101	2221	2250	2206	1967	1806
Bicycle	925	987	918	906	852	759
ATV	129	189	176	144	125	114
UTV	16	28	31	43	36	49

Sources:

Final year-end crash statistics

<https://wisconsindot.gov/Pages/about-wisdot/newsroom/statistics/final.aspx>

Wisconsin Recreation Vehicle Safety Education & Enforcement

<https://widnr.widen.net/s/sdns6klfnl/2019-recreational-vehicle-annual-report>

Listed below are municipalities and comments about their ATV/UTV ordinances:

Municipalities	Comments / Links to ordinances
Town of Alban	https://www.townofalban.com/files/ordinances/ATV-UTV.pdf
Town of Almond	Attached is a draft copy; still considering looking at 3 adjoining roads
Town of Amherst	https://townofamherst.org/wp-content/uploads/2020/10/ATV-UTV-Ordinance-06-17-2020.pdf
Town of Buena Vista	Attached is a copy; only on a couple roads Patterson lake road, town line on west side
Town of Carson	Attached a copy of ordinance; passed in March 2021
Town of Dewey	http://www.townofdeweywi.com/atv_utv_info/
Town of Hull	http://www.townofhull.us/pdf/ATV%20Ordinance.pdf
Town of Plover	https://townofplover.com/wp-content/uploads/2016/06/2016-0302-ATV-UTV-ORDINANCE.pdf
Town of Sharon	https://townsharon.com/files/ordinances/ATV-UTV.pdf
Town of Stockton	https://townofstockton.com/wp-content/uploads/2020/08/Town-of-Stockton-ATV-UTV-Ordinance-O-20-01-2.pdf

Ordinance 03112021
Town of Almond
Portage County, Wisconsin
ATV/UTV Ordinance

AN ORDINANCE DESIGNATING ALL-TERRAIN VEHICLE ROUTES ON TOWN OF ALMOND ROADS AND REGULATING THE OPERATOR OF ALL-TERRAIN VEHICLES

Section 1 - Intent

The Town of Almond, Wisconsin adopts the following all-terrain vehicle ordinance/route for the operation of all-terrain vehicles upon the roadways listed in Section 3.

Following due consideration of the recreational value to connect route and trail opportunities and weighted again possible dangers, public health, liability aspects, terrain involved, traffic density and history of automobile traffic, this ordinance has been created.

Section 2 - Statutory Authority

This route is created pursuant to Town authority as authorized by 23.33 (8) (b), Wisconsin Statutes. The applicable provisions of 23.33 regarding ATV operator pursuant to routes are adopted.

Section 3 - Routes

The following roads are designated as routes: All Town Roads unless otherwise posted.

The Town of Almond Board retains the authority to temporarily close, terminate, or modify routes at any time.

Section 4 - Conditions

As a condition for the use of this route, the following conditions shall apply to all operators (and passengers where applicable):

- A. All ATV operators shall observe a maximum speed limit of 35 mph.
- B. All ATV operators shall have a current valid driver's license.
- C. Routes must be signed in accordance with NR 64.12 and NR 64.12(7)c and Wisconsin Department of Transportation requirements.
- D. All ATV operators shall have a liability insurance policy in force covering any ATV operated on Town Roads.

Section 5 - Enforcement

This ordinance shall be enforced by any law enforcement officer authorized to enforce the laws in the state of Wisconsin.

Section 6 - Penalties

Wisconsin state All-Terrain Vehicle penalties as found in s. 23.33(13)(a) Wis. Stats., are adopted by reference.

Section 7 - Severability

The provision of the ordinance shall be deemed severable and it is expressly declared that the Town would have passed the other provisions of the ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of the ordinance or the application of such provisions any person or circumstances is held invalid, the remainder of the ordinance and application of such provisions to other persons' circumstances shall not be deemed affected.

This ordinance will become effective upon approval and publication of the Town of Almond Board.

Approved this 11th day of March, 2021, by the Town of Almond Board.

STATE ALL-TERRAIN VEHICLE AND UTILITY TERRAIN VEHICLE LAWS ADOPTED: TOWN OF CARSON, PORTAGE COUNTY

Section 1 – Intent

The Town of Carson, Portage County, adopts the following all-terrain vehicle route for the operation of all-terrain vehicles upon the roadways listed in Section III.

Following due consideration of the recreational value to connect trail opportunities and weighted against possible dangers, public health, liability aspects, terrain involved, traffic density and history of automobile traffic, this route(s) have been created.

Section II – Statutory Authority

This route is created pursuant to Town authority under section 1.1.01 as authorized by 22.33 (8) (b), Wis Stats.

The applicable provisions of 23.33 regulating ATV operation pursuant to routes are adopted.

Section III – Routes

The following roads are designated as routes.

- All township roads.

Section IV – Conditions

As a condition for the use of this route, the following conditions shall apply to all operators (and passengers)

- A. All ATV operators shall observe posted roadway speed limits and may not operate in excess of 35 mph or the posted speed limit whichever is less.
- B. All ATV operators shall ride single file.
- C. All ATV operators shall slow the vehicle to 10-MPH or less when operating within 150 feet of a dwelling.
- D. Routes must be signed in accordance with NR 64.12, and NR 64.12(7) c.

Section V – Enforcement

This ordinance shall be enforced by any law enforcement officer authorized to enforce the laws of the State of Wisconsin.

Section IV – Penalties

Wisconsin State All-Terrain Vehicle penalties as found in s 23.33 (13) (a) Wis Stats., are adopted by reference.

Section VII – Severability

The provision of this ordinance shall be deemed severable and it is expressly declared that the County/Town/City/Village would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other person's circumstances shall not be deemed affected.

Town of Buena Vista
Portage County, Wisconsin
All-Terrain Vehicle/Utility-Terrain Vehicle Route Ordinance
Ordinance No. 2018-01 Amended May 18, 2020

SECTION I-TITLE AND PURPOSE

The title of this ordinance is the Town of Buena Vista All-Terrain Vehicle/Utility Terrain Vehicle Route Ordinance. The purpose of this ordinance is to establish all-terrain vehicle/utility terrain vehicle routes in the Town of Buena Vista and to regulate the operation of all-terrain vehicles/utility terrain vehicles in the town.

SECTION II -AUTHORITY

The Town Board of the Town of Buena Vista, Portage County, Wisconsin, has the specific authority to adopt this All-Terrain Vehicle/Utility Terrain Vehicle Ordinance under s. 23.33 (8) Cb) and .(IJJ, Wis. stats.

SECTION III -ADOPTION OF ORDINANCE

This ordinance adopted on proper notice with a quorum and roll call vote by a majority of the town board present and voting, provides the authority for the Town Of Buena Vista to designate All-Terrain Vehicle/Utility Terrain Vehicle routes in the town and to regulate the use of those routes and all-terrain vehicles/utility terrain vehicles in the town,.

SECTION IV -OPERATION OF ALL-TERRAIN VEHICLES/UTILITY TERRAIN VEHICLES

Pursuant to s. 23.33 (4) Cd) 4., Wis. stats., except as otherwise provided in s. 23.33 (4), Wis. stats., no person may operate an All-Terrain Vehicle/Utility Terrain Vehicle on the roadway portion of any highway in the town except on roadways that are designated as All-Terrain Vehicle/Utility Terrain Vehicle routes by this ordinance.

Operation of all-terrain vehicles/utility terrain vehicles on a roadway in the town that is an All-Terrain Vehicle/Utility Terrain Vehicle route is authorized only for the extreme right side of the roadway except that left turns may be made from any part of the roadway that is safe given prevailing conditions.

SECTION V -DESIGNATION OF ALL-TERRAIN VEHICLE/UTILITY TERRAIN VEHICLE ROUTES

The following routes are designated All-Terrain Vehicle/Utility Terrain Vehicle routes in the Town Of Buena Vista:

Townline Road from Griffith Avenue to Buena Vista Dr.

Patterson Lake Road

SECTION VI-CONDITIONS APPLICABLE TO ALL-TERRAIN VEHICLE/UTILITY TERRAIN VEHICLE ROUTES

Pursuant to s. 23.33 (8) Cd), Wis. stats., the following restrictions are placed on the use of the town All-Terrain Vehicle/Utility Terrain Vehicle routes designated by this resolution:

A. Routes shall be marked with uniform All-Terrain Vehicle/Utility Terrain Vehicle route signs in accordance with s. NR 64.12 (7), Wisconsin Administrative Code. No person may do any of the following in regard to signs marking town All-Terrain Vehicle/Utility Terrain Vehicle routes:

1. Intentionally remove, damage, deface, move, or obstruct any uniform All-Terrain Vehicle/Utility Terrain Vehicle route or trail sign or standard or intentionally interfere with the effective operation of any uniform All-Terrain Vehicle/Utility Terrain Vehicle route or trail sign or standards if the sign or standard is legally placed by the state, any municipality, or any authorized individual.

2. Possess any uniform All-Terrain Vehicle/Utility Terrain Vehicle route or trail sign or standard of the type established by the department for the warning, instruction, or information of the public, unless he or she obtained the uniform All-Terrain Vehicle/Utility Terrain Vehicle route or trail sign or standard in a lawful manner. Possession of a uniform All-Terrain Vehicle/Utility Terrain Vehicle route or trail sign or standard creates a rebuttable presumption of illegal possession.

B. Operation shall be subject to all provisions of s. 23.33, Wis. _stats., which is adopted as a part of this ordinance by reference, pursuant to s. 23.33 (11), Wis. stats.

C. A copy of this ordinance shall be sent by the town clerk to the Department of Natural Resources, the Portage County Sheriff's Department and Wisconsin State Patrol.

D. The ordinance shall be reviewed annually at the first regularly scheduled Town Board meeting in April.

E. Additional restrictions are as follows:

- o All All-Terrain Vehicle/Utility Terrain Vehicle operators of all ages are encouraged to complete a certification course.
- o The maximum speed limit on the All-Terrain Vehicle/Utility Terrain Vehicle routes is 25 miles per hour. o All All-Terrain Vehicle/Utility Terrain Vehicle operators shall ride single file.
- o All All-Terrain Vehicle/Utility Terrain Vehicle operators shall slow the vehicle to 10 mph or less when operating within 150 feet of a dwelling.
- o All All-Terrain Vehicle/Utility Terrain Vehicle operators shall slow the vehicle to 10 mph or less when operating within 100 feet of any person who is not on a motorize vehicle including a horse rider. Care must be taken not to spook a horse.
- o Operation of an All-Terrain Vehicle/Utility Terrain Vehicle on designated route is limited from 7:00 a.m. until 11:00 p.m.
- o All All-Terrain Vehicles/Utility Terrain Vehicles operators under the age of 18 years must wear a helmet. All other operators are highly encouraged to wear a helmet.
- o All All-Terrain Vehicles/Utility Terrain Vehicles must have headlights and taillights on at all times.
- o All All-Terrain Vehicles/Utility Terrain Vehicles must be operated on (paved, graveled or maintained) road surfaces only.
- o No All-Terrain Vehicles/Utility Terrain Vehicles may be operated on road shoulders or in road ditches. No straddling of the shoulder or ditch is allowed.
- o Any load carried on the All-Terrain Vehicle/Utility Terrain Vehicle must be secured to avoid loss of the load and to avoid increased instability of the vehicle.
- o The All-Terrain Vehicle/Utility Terrain Vehicle routes will be closed from November 1 through April 30. Any or all All-Terrain Vehicle/Utility Terrain Vehicle routes may be closed at any time at the discretion of

the Town of Buena Vista.

- o Saratoga ATV Club is responsible for the ATV signs. SECTION VII - ENFORCEMENT

This ordinance may be enforced by any law enforcement officer authorized to enforce the laws of the state of Wisconsin

SECTION VIII - PENALTIES

The penalties under s. 23.33(13)(a), Wis. Stats., are adopted by reference.

SECTION IX - SEVERABILITY

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE OF THE CITY OF STEVENS POINT,
WISCONSIN**

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That Subsection 9.19 of the Revised Municipal Code, ATV/UTV Routes, is hereby **created** to read as follows:

9.19 ATV/UTV ROUTES

(1) Pursuant to Wis. Stats. § 23.33(11), the operation of all-terrain vehicles and utility terrain vehicles is authorized upon the following sections of roadway within the City of Stevens Point

- (i) West River Drive from the West city limits to West Clark Street/STH 66.
- (ii) West Clark Street/STH 66 from West River Drive to a point 50 feet west of West Whitney Street.
- (iii) That part of Stanley Street located within the city limits from North Court to Wilshire Boulevard North.
- (iv) That part of Wilshire Boulevard North located within the city limits from Stanley Street to North Point Drive.
- (v) That part of Torun Road located within the city limits from Norway Pine Drive to the North city limits.
- (vi) Brilowski Road from a point 375 feet north of Main Street/USH 10 to the North city limits.
- (vii) That part of Old Highway 18 Road located within the city limits from a point 250 feet south of Main Street/USH 10 to Brilowski Road.

SECTION II: This ordinance shall take effect upon passage and publication, as provided by law.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 5, 2021
Approved: April 19, 2021
Published: April 23, 2021

**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE OF THE CITY OF
STEVENS POINT, WISCONSIN**

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That the heading of Subsection 9.01 of the Provisions of State Traffic Law Adopted by Reference, is hereby **amended** to read as follows:

9.01 PROVISIONS OF STATE TRAFFIC AND CONSERVATION LAW ADOPTED BY REFERENCE.

Except as otherwise specifically provided in this code, the statutory provisions in Chapters 340 to 348, ~~and Chapter 350, and Section 23.33,~~ of the Wisconsin Statutes, describing and defining regulations with respect to vehicles, ~~and~~ traffic, and use of All Terrain Vehicles and Utility Terrain Vehicles, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment are hereby adopted and be reference made a part of this code as if fully set forth herein. Any act required to be performed or prohibited by ~~a~~ statute incorporated herein by reference is required or prohibited by this code. Any future amendments, revisions, or modifications of the statutes incorporated herein are intended to be made part of this code in order to secure uniform statewide regulation of traffic on the highways, streets, and alleys of the State of Wisconsin.

SECTION II: This ordinance shall take effect upon passage and publication, as provided by law.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: April 14, 2021
Approved: April 19, 2021
Published: April 23, 2021

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594
Fax: 715-346-1530



Mike Wiza
Mayor
mwiza@stevenspoint.com
715-346-1570

RESOLUTION

Whereas, there are more than 4,000 native bee species in North America, along with introduced honey bees; and

Whereas, bees and other insects are an essential part of agriculture and our environment, pollinating plants that are vital food sources for wild animals and include many of the cultivated foods people eat, directly impacting our food security; and

Whereas, bees have been experiencing population declines due to a combination of habitat loss, pesticides, disease, and climate change; and

Whereas, more than half of bee species in North America are in decline with 1 in 4 species at risk of extinction; and

Whereas, cities like ours have embraced their responsibility for conserving these important animals by taking steps to install and promote pollinator gardens, bee keeping and reducing the use of harmful chemical fertilizers and pesticides; and

Whereas, other municipalities have supported pollinator conservation through a "No Mow May" program that allows property owners to limit their lawn mowing practices during the month of May to provide food sources for bees that emerge from hibernation; and

Whereas, the City of Stevens Point is a leader in sustainability, recognizes that urban landscapes provide critical habitat for pollinators, and wishes to encourage its citizens to play an active role in conserving pollinators through the management of their own land;

Now, Therefore be it resolved, the Mayor and Common Council of the City of Stevens Point, Wisconsin does hereby proclaim May 1st – 31st, 2021 as "No Mow May" in the City of Stevens Point, and encourages all residents to promote awareness and pollinator-friendly habitat.

IN WITNESS WHEREOF I have set my hand and caused the seal of the City of Stevens Point to be affixed this 19th day of April, in the year of our Lord, two thousand twenty one.

Mike Wiza, Mayor

**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE OF THE
CITY OF STEVENS POINT, WISCONSIN**

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That Chapter 30, Building Code of the Revised Municipal Code of the City of Stevens Point, shall be rescinded in its entirety and recreated to read as follows:

CHAPTER 30

BUILDING CODE

Section

- 30.01 General Provisions
- 30.02 Definitions
- 30.03 Building Inspector and Permits
- 30.04 Accessory Structures
- 30.05 Inspections Required
- 30.06 Swimming Pools
- 30.07 Regulations for Moving or Razing Buildings
- 30.08 Building Numbering
- 30.09 Plumbing Service
- 30.10 Penalties

30.01 GENERAL PROVISIONS

(1) Scope. The provisions of this chapter shall apply to all buildings and structures within the City of Stevens Point and the installation of electrical, plumbing, mechanical, heating, ventilating, air conditioning or other systems or equipment within or associated with these buildings or structures. The provisions of this code supplement the laws of the State of Wisconsin pertaining to construction and use and the Zoning Code of the City and any amendments thereto subsequent to the date this Chapter was adopted. The provisions of this Chapter in no way supersede or nullify the City's Zoning Code.

(2) Title. These regulations shall be known and cited as "Municipal Building Code"; and shall be construed to secure their expressed and implied intent and to ensure public safety, health, and welfare insofar as they are dependent upon building construction, modification, maintenance, and use.

(3) Conflict:

(a) Any violations of previous versions of this Chapter shall continue to be adjudicated pursuant to the provisions of the version of this Chapter that was in effect at the time such violations occurred.

(b) The provisions of this chapter shall not be construed to prevent the enforcement of other ordinances or regulations of the City or of the State of Wisconsin which prescribe standards other than those provided herein. In case of conflicts among such regulations, the most restrictive standard shall apply.

(c) If any part of this ordinance is explicitly prohibited by federal or state statute, that part shall not be enforced.

(d) No provision of this code shall be construed to repeal, modify, or constitute an alternative to any lawful zoning regulations.

(e) Invalidity of Part. If any part, division, section, or portion of this code is adjudged to be unconstitutional or otherwise invalidated by a court of competent jurisdiction, the enforceability of the remainder of this code shall not be affected thereby.

(4) Codes adopted. The City adopts the following codes as minimum standards of construction for dwellings, public buildings, places of employment, accessory structures, garages and other structures as specifically mentioned and also the installation of electrical, plumbing, mechanical, heating, ventilating, air conditioning and other systems and equipment associated with these structures or premises. The adoption of these codes recognizes the intent of the State of Wisconsin to provide for a uniformity of standards within the state. The adoption of these codes is required by the State of Wisconsin to provide for a transfer of jurisdiction allowing the City to administer and enforce these codes.

(a) Uniform Dwelling Code ("UDC") adopted. The Wisconsin Administrative

Code provisions describing and defining regulations with respect to one and two-family dwellings codified in Chapters SPS 320 through SPS 325 of the Wisconsin Administrative Code are hereby adopted and by reference made a part of this Chapter as if fully set forth herein. Residential detached garages and accessory buildings are subject to the Wisconsin Uniform Dwelling Code for One and Two-Family Dwellings and are included within the scope of this Code. Any act required to be performed or prohibited by an Administrative Code provision incorporated herein by reference is required or prohibited by this Chapter. Any future amendments, revisions, modification, or renumbering of the Administrative Code provisions incorporated herein are hereby adopted by and incorporated into this Chapter to secure uniform statewide regulation of one and two-family dwellings in this City. Such Administrative Code chapters may also be referred to as the UDC or residential building code.

(b) State Commercial Building Code ("CBC") adopted. Chapters SPS 360 through 366, Wisconsin Administrative Code (Wisconsin State Commercial Building Code for multi-family dwellings, public buildings and places of employment) and Chapters SPS 375 through 379 are hereby adopted and made a part of this Chapter with respect to those classes of buildings to which this building code specifically applies. Any future amendments, revisions, modifications, and renumbering of said Chapters SPS 360—366 and 375—379 are hereby adopted by and incorporated into this Chapter. Such Administrative Code chapters may also be referred to as the CBC or commercial building code.

(c) National Fuel Gas Code and Liquefied Petroleum Gas Code adopted. The National Fuel Gas Code NFPA 54 ANSI Z223.1, the Liquid Petroleum Gas Code NFPA 58, the documents listed in Chapter 2 of both codes, and any subsequent revisions to NFPA 54 and NFPA 58 and other listed documents are adopted and by reference made a part of this chapter as if fully set forth herein.

1. Application: The National Fuel Gas Code and the Liquefied Petroleum Gas Code are safety codes that shall apply to the installation of fuel gas piping systems to appliances, equipment and related accessories as listed within each code.

2. Gas piping, appliances, equipment and related accessories: New fuel gas piping systems to appliances, equipment and related accessories shall conform to the minimum standards of the National Fuel Gas Code and/or the Liquefied Petroleum Gas Code as applicable, the minimum installation requirements of the manufacturer, other provisions of Stevens Point Ordinances and any other minimum codes and standards as may apply in each separate installation as applicable.

New installations, alterations, additions, extensions, repairs or any other work involving fuel gas piping systems within the City shall conform to the most restrictive application of the above codes and standards.

(d) State electrical code adopted. The provisions and regulations of Wisconsin Administrative Code Chapter SPS 316 in its entirety are hereby made a part of this chapter by reference and shall extend over and govern all electrical wiring installed, altered, repaired and presently existing in the city. Any further amendments, revisions,

modifications, and renumbering of said Wisconsin Statutes and Wisconsin Administrative Code herein adopted shall be made part of this chapter as if set out fully herein.

(e) State plumbing code adopted. The provisions and regulations of Wis. Stats. Chs. 101 and 145, and Wisconsin Administrative Code Chapters SPS 325 and 381 through 387 are hereby made a part of this Chapter by reference and shall extend over and govern all new and existing plumbing installed, altered, repaired and maintained within the City. Any further amendments, revisions, modifications, and renumbering of said Wisconsin Statutes and Wisconsin Administrative Code herein adopted shall be made part of this chapter.

(f) Credentials. Wisconsin Administrative Code Chapter SPS 305 governing licensing and credentialing shall hereby be adopted. Any further amendments, revisions, modifications, and renumber of said Wisconsin Statutes and Wisconsin Administrative Code chapters herein adopted shall be made part of this chapter. In addition to the requirements of this paragraph, the following provisions shall apply:

1. A residential property owner who installs, repairs, or maintains electrical wiring on premises that the property owner owns and occupies as a single-family residence may be issued a permit for such work without holding a credential for performing such work, provided that the City may issue a permit to the residential property owner only if the person desiring such permit shows that the person is competent to do such work in conformity with all rules and regulations governing installation of electrical wiring in residences, and such person pays the same fee as required of electrical contractors.

2. Unlicensed persons installing any portion of an electrical system wiring at a property other than a single family residence owned and occupied by the person performing the work, whether or not for compensation, shall be in violation of this section and subject to the penalties set forth in this chapter.

3. A residential property owner who installs, repairs, or maintains plumbing on premises that the property owner owns and occupies as their single-family principal residence, provided that the City may issue a permit to the residential property owner only if the person desiring such permit shows that the person is competent to do such work in conformity with all rules and regulations governing installation of plumbing, and such person pays the same fee as required of plumbing contractors. This section shall not apply to connections to municipal storm or sanitary sewers or water mains or their laterals.

4. A plumbing permit application submitted by the applicant will not be approved unless the individual or company listed to be performing the work is qualified as required by the Wisconsin Administrative Code provisions governing plumbing.

5. Unlicensed persons installing any portion of a plumbing system at a property other than a single family residence owned and occupied by the person

performing the work, whether or not for compensation, shall be in violation of this section and subject to the penalties set forth in this chapter.

(5) Existing structures:

The following provisions shall apply to existing structures within the City. The enumeration of such provisions, however, shall not preclude the application of provisions contained elsewhere in this Code from applying to existing structures as either expressly or implicitly indicated in the Code:

(a) An existing building proposed to be occupied as a one- or two-family dwelling, when such building was not previously so occupied or used as a one or two-family dwelling.

(b) Alterations, regardless of cost, made to an existing dwelling when deemed necessary in the opinion of the Building Inspector shall comply with the requirements of this chapter for new buildings.

(c) Roof coverings. Whenever more than 25 percent of the roof covering by area of a dwelling is replaced in any 12-month period, all new roof covering shall be in conformity with applicable sections of this chapter.

(d) Repairs. Repairs for the purpose of maintenance, or replacements in any existing building or structure, which do not involve the structural portions of the building or structures, or which do not effect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection, or exterior aesthetic appearance and which do not increase a given occupancy use, shall be deemed minor repairs. Permits and licensing are not required for minor repairs, unless the type of work requires a permit per department list, which shall be approved by the Common Council and posted on the City's website. Changes to exterior aesthetic appearance shall not require permits unless the structure is located within an Historic District.

(e) Alterations When Not Permitted. When any existing building or structure, which for any reason whatsoever does not conform to the regulations of this Code, has deteriorated from any cause whatsoever to an extent greater than fifty (50) percent of the equalized value of the building or structure, no alterations or moving of such building or structure shall be permitted. Any such building or structure may be considered a menace to public safety and welfare and may be ordered vacated and thereafter demolished and debris removed from the premises.

(f) Alterations and Repairs Required. When any of the structural members of any building or structure have deteriorated from any cause whatsoever to less than their required strength, the owner of such a building or structure shall cause such structural members to be restored to their required strength per the respective adopted code.

Unless and until such repairs occur, such structure shall be considered a menace to public safety and shall be vacated and thereafter no further occupancy or use of the same shall be permitted until the regulations of this Code are complied with.

(g) Extent of Deterioration. The amount and extent of deterioration of any existing building or structure shall be determined by the Building Inspector.

(h) Use of Unsanitary Building. It shall be unlawful to occupy, use, or permit the occupancy or use of any building or structure that is so unsanitary, dilapidated, deteriorated, out of repair, or without running potable water that it is unfit for human habitation, occupancy or use. The Building Inspector has the authority to determine if a building is unfit for use under this section. Until the regulations of this Code have been complied with, such building shall not be used for human occupancy, habitation, or use.

(i) Responsibility. This chapter shall be binding alike upon every owner of a building or structure and every person who is in charge of or is responsible for or who causes the design, construction, alteration or repair of any building or structure or related electrical, plumbing, heating, ventilating or air conditioning equipment in the City.

(6) Sidewalks

No main building shall be erected without, prior to occupancy, having required sidewalks installed along that part of any public street that fronts the lot boundaries of the parcel on which the building is constructed. Such sidewalk installation requirement may be waived by the Building Inspector where there is no City plan for sidewalk installation. Any such sidewalk shall be constructed to the standards directed by the Department of Public Works.

30.02 DEFINITIONS

For the purpose of this Code, the following words and phrases shall have the meanings assigned to them in this section. Words and phrases defined in state statutes, administrative code chapters, or other municipal code sections referenced or adopted herein shall be as defined in the referenced codes, statutes, or regulations. Words and phrases not otherwise defined, shall have the meanings accepted by common usage or meanings generally recognized within the trades to which the term or phrase applies.

Accessory Building or Use - A building, use, or activity which is conducted or located on the premises of the principal use and serves, is clearly incidental to, is subordinate in purpose to, and is clearly operated and maintained solely for the comfort,

convenience, necessity, or benefit of the occupant, employee, customer, or visitor of or to the principal use.

Addition - Any new construction whereby an existing building or structure, or building or structure in course of construction, is increased in footprint area, or volume content. For buildings or structures in the course of construction, "increased" shall mean an increase beyond the footprint or volume identified in the plans upon which the building permit was issued.

Adjoining Lot Line - The line dividing adjoining lots, plots of land, or parcels of land of different or same ownership.

Alteration - Any change or modification other than an addition or repair to a building or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a building or occupancy within a building.

Approved - Acceptable to the Building Inspector. (Approval is not to be construed as an assumption of any legal responsibility for the design or construction of the dwelling or building component.)

Building Inspector - The officer charged with the administration and enforcement of this Code as part of his/her regularly authorized duty. "Building Official", and "Authority Having Jurisdiction" when used in this Code shall refer to the Building Inspector. This term is further defined and explained in Section 30.03(1)(b) below.

Conditional Approval - Approval granted by the Department with the condition that the proposed building shall meet all regulations of this code, other municipal ordinances, and all laws of the State of Wisconsin.

Cubic Contents - The actual cubic contents enclosed within the outer surfaces of the exterior walls, outer surfaces of the roof, and the finished surfaces of the lowest floors of a building or structure. Does not include the contents of enclosed courts which are open to the sky.

Department - The Community Development Department of the City of Stevens Point.

Detached Garage - A private garage entirely separated from the principal building.

Dwelling - A building or portion thereof designed or used exclusively for residential occupancy, including single family dwellings, two-family dwellings, multiple-family dwellings and apartment hotels.

Established Grade - The grade of the street as established by ordinance at the center line of the street.

Fire Limits - All areas zoned Central Business Zoning District and the South Side Business District. (As defined by Map #1180)

Footings - That portion of the foundation of a structure which spreads and transmits loads directly to the soil or the piles.

Foundation - The supporting structure as a whole, below the lowest floor upon which rests the superstructure of a building or structure.

Garage - A building or portion thereof in which a motor vehicle containing gasoline, distillate, or other volatile, flammable liquid in its tank is stored, repaired, or kept.

Garage, Private - A detached accessory building or portion of a main building housing the motor vehicles of the occupants or owner of the one or two family dwelling.

Grade, Lumber - The classification of lumber in regard to stress and grade.

Lintel - The beam or girder placed over an opening in a wall which supports the wall construction above.

Loads. Dead Load - The weight of walls, floors, partitions, roofs, and other structural parts of a building or structure.

Live Load - All imposed, transient, moving loads, or loads due to impact, and including movable partitions in a building or structure other than dead loads.

Masonry, Solid - Masonry built without hollow spaces.

Person - The word "person" shall mean any individual, firm, association, corporation, or body politic, and includes any receiver, assignee, or similar representative thereof.

Principal Building - A single main building or structure on a lot for specific use or occupancies.

Repair - The reconstruction or renewal of any part of an existing building for the purpose of its maintenance or to correct damage. The words "repair" or "repairs" shall not apply to any change of construction type or structural components.

Stairway - Three or more risers shall constitute a stairway.

Square Footage of Building - The actual area in square feet enclosed by the exterior perimeter of the building walls on each separate floor level, measured from the exterior perimeter.

Unusual Construction - Any construction methods or materials not covered in this code.

(1) Tenses and usage.

- (a) Words used in the singular include the plural, and vice versa.
- (b) Words used in the present tense include the future tense, and vice versa.
- (c) The words "must," "will," "shall," and "may not" are mandatory.
- (d) "May" is permissive.

(2) Conjunctions. Unless the context clearly indicates otherwise, the following conjunctions have the following meanings:

- (a) "And" indicates that all connected items or provisions apply;
- (b) "Or" indicates that the connected items or provisions may apply singly or in combination;
- (c) "Either or" indicates that the connected items or provisions apply singly, but not in combination.

30.03 BUILDING INSPECTOR AND PERMITS

(1) General. The Department of Community Development – Division of Inspection Services is hereby created and the executive official in charge thereof shall be known as the Building Inspection Superintendent.

(a) Building Inspection Superintendent. The Building Inspection Superintendent shall be the executive official in charge of and responsible for all activities of the city building inspection division. All division inspectors, officers, technical assistants and employees shall report to the Building Inspection Superintendent who shall in turn report directly to the Community Development Director. The Building Inspection Superintendent shall have the qualifications as required in his/her job description, which is on file in the City Human Resources department.

(b) Building Inspector. When used in this chapter, the term "Building Inspector" shall be liberally defined as the Building Inspection Superintendent and/or a commercial or UDC Building Inspector, a commercial or UDC electrical inspector, a commercial or UDC plumbing inspector or a commercial or UDC HVAC inspector and any duly appointed deputy or assistant officially authorized by the City to carry out the administrative and enforcement functions prescribed herein. The listed inspectors are not intended to indicate separate individuals. Rather it is intended to describe the range of inspector responsibilities and certifications that are necessary to complete

the division of inspection services. Inspectors may hold any combination of inspector certifications to fit the needs of the inspection division. In no case shall an inspector do plan review or inspections without Wisconsin Department of Safety and Professional Services certification for the plans to be reviewed or the work to be inspected.

(c) Personal liability relief. No inspector, officer or employee charged with the administration and enforcement of this Chapter or Chapter 21 of the RMC, while acting on behalf of the City, shall thereby be rendered liable personally, and such inspector, officer or employee is hereby relieved of all personal liability for any damage occurring to persons or property as a result of any act required or permitted in the discharge of his or her official duties. Any suit initiated against any City inspector, officer or employee, because of an act performed by that person in the lawful discharge of his or her duties under the provisions of this Chapter or Chapter 21, shall be defended by the legal representative of the City until final termination of such proceedings. Such City employees and officials shall further enjoy any and all immunities, defenses, and limitations of liability afforded under the laws of the State of Wisconsin, and nothing contained herein shall constitute a waiver, express or implied, of any such protections. No inspector, officer or employee shall be liable for any costs in any action, suit or proceeding instituted in pursuance of the provisions of this Chapter or Chapter 21, and such employee, acting in good faith and without malice, shall be free of liability for acts performed under any of its provisions or by reason of any act or omission in the performance of his or her official duties in connection therewith.

(d) Rights. The Building Inspector or authorized agent shall have the power and authority at all reasonable hours, for any proper purpose, to enter upon any public or private premises and make inspection thereof and to require the production of the permit for any building, plumbing, electrical, or heating work being done or the required license therefore. No person shall interfere with or refuse to permit access to any such premises to the above-described representatives of the municipality while in the performance of their duties.

(e) Power to stop work. Whenever any work is being done contrary to the provisions of this code, or is being done in an unsafe or dangerous manner, the Building Inspection Superintendent may order the work stopped by notice in writing served on any person engaged in the doing or causing of such work or a person who owns or controls the premises upon which the work is being performed, and any such person shall either forthwith stop such work or cause the work to be ceased until authorized by the Building Inspection Superintendent to recommence and proceed with the work.

(f) Order to Discontinue Occupancy or Use. The Building Inspector may issue an order to the owner of any building, structure, dwelling unit or equipment thereon, or to the person occupying or using any such building, structure, dwelling unit or equipment, to discontinue such occupancy or use if the building, structure, dwelling unit or equipment is, in the judgment of the inspector, in an unsafe condition or unfit for human habitation.

(g) Power to order building to be vacated. Whenever any building or portion thereof is being used or occupied contrary to the provisions of this code, the Building Inspection Superintendent may order such use or occupancy discontinued, and the building or portion thereof shall be vacated and a notice served on any person using or causing such use or occupancy, and such person shall vacate such building or portion thereof within the timeframe provided by the Building Inspection Superintendent, or make the building or portion thereof comply with the requirements of this code provided. However, in the event of an emergency, the notice provisions in this section shall not be required prior to the occupancy or use being ordered to cease.

(h) Use Discontinued. Any building, structure, or premises, or any part thereof, which is vacated for a continuous period of six (6) months or more by any cause whatsoever shall not thereafter be occupied or used until approved by the Building Inspector if the Building Inspector determines that such period of vacancy may jeopardize public safety or health if allowed to resume without actions to ensure that the resumption of use or occupancy can occur safely.

(i) Placarding of Unfit or Illegally Occupied Buildings.

1. If a building or any part thereof is unfit for human habitation, occupancy, or use, or may be in danger of structural collapse, the inspector shall post a placard on the premises containing the following words: "Unfit For Human Habitation, Occupancy or Use." The Building Inspector shall prohibit the use of the building for human habitation by requiring the owner to vacate and prohibit further occupancy or use until the necessary repairs have been made.

2. Orders and placards shall remain effective until the required repairs or alterations have been made or demolition and removal have been completed. No person may alter or remove a posted order or placard, nor occupy, use or enter a posted or placarded building, structure or dwelling unit, except for the purpose of making the required repairs or alterations, without written permission from the Building Inspector.

(j) Not to Engage in Business. It shall be unlawful for an inspector to engage in, either directly or indirectly, the business of their respective trade. Inspectors shall have no financial interest in any concern in such business within the City of Stevens Point while holding office as an inspector. This shall apply to all trade credentials the inspector holds while in office. Any violation of this subsection shall be sufficient cause for dismissal.

(2) Permits required. No person shall excavate for, erect or construct, nor add to, enlarge, improve, repair, alter, convert, extend, move, or demolish any building or structure; perform any work with regards to electrical, plumbing, heating and ventilation, or cause the same to be done without first obtaining a permit therefore from the Division of Inspection Services. A list of activities for which a permit is required is on file in the department. The enumeration of such list does not preclude the Building Inspector from determining that an activity not appearing on the list

nevertheless requires a permit, provided that the activity is within the general description of activities requiring permits contained in this paragraph.

(3) Historic Overlay District: In addition to the permits required for alterations and changes which affect buildings, any structure included in any Historic Overlay District shall be required to obtain a building permit for the installation of siding, windows and removal of original architectural details representative of an architecture style, a unique design element, or material.

(4) Permit fees

(a) The fees for activities and services performed by the city in carrying out its responsibilities under this code shall be as indicated in the most recently adopted Common Council fee schedule for the Community Development Department.

(b) Before any permit required by this code may be issued, the applicant must pay the appropriate fees as required by this code and the fee schedule under part (a).

(c) Before any permit required by this code may be issued, the applicant and/or property owner must be current on all personal property taxes within the city.

(d) Recreational Impact Fee. The City of Stevens Point hereby determines the construction of residential dwelling units creates a demand for recreational facilities within the City. Therefore, it is the policy of the City to assess a portion of the costs for those facilities to the builders of new dwelling units in the City. New dwelling units shall be assessed an amount as indicated in the most recently Common Council adopted Department of Community Development Fee Schedule. Newly-approved mobile home parks shall be assessed an amount as indicated in the most recently Common Council adopted Department of Community Development Fee Schedule. This fee shall be due before issuing a building permit. This fee shall only apply to new construction and shall not apply to remodeling or existing units or the moving of existing mobile homes, unless such remodeling or moving results in an overall increase in the total amount of units.

(5) Application for permit.

(a) An application for a permit shall be submitted by the property owner or his/her authorized agent and shall comply with this Chapter and Wisconsin Administrative Codes SPS 320 and 361. The application shall include a Division of Inspection Services approved City of Stevens Point Permit Application Form in addition to any required information set forth in this section. Any application that is not fully completed, as determined by the Building Inspector, shall not be considered submitted for compliance with this section. Paying for the permit does not constitute automatic issuance of a permit.

(6) Inspection Division to Issue Permit.

(a) The Building Inspector shall not issue a permit until the building plans have been conditionally approved. After being conditionally approved, the plans and specifications shall not be altered in any respect which involves any of the ordinances, laws, or orders, or which involves the safety of the building, except with the written consent of the Building Inspector filed with such application.

(b) If the Building Inspector determines that submitted plans are inadequate, the Building Inspector may issue a permit for a part of the building prior to receiving the plans and specifications for the remaining portions of the building. It shall be unlawful to commence work on any premises, building, or alteration before the permit for such work has been issued. The issuance of a permit upon the plans and specifications shall not prevent the Building Inspector from thereafter requiring the correction of errors in said plans and specifications or from ordering such work to cease if it is being conducted in violation of any City Ordinance, Wisconsin Statute, Wisconsin Administrative Code Provision, or lawful orders issued pursuant thereto.

(c) For the construction of buildings requiring approval of building plans by the Department of Safety and Professional Services of the State of Wisconsin, no permit shall be issued until such approved plans are received by the Building Inspector.

(7) Waiver of Some Requirements. At the option of the Building Inspection Superintendent, plans data, specifications and survey information need not be submitted with an application for permit provided the proposed construction is sufficiently described in the application for permit.

(8) Posting of building permit: Except as specifically authorized by the Building Inspector, every permit issued shall be posted or displayed in a conspicuous location at the job site prior to commencement of construction and shall remain posted until all work authorized by such permit is completed and inspected.

(9) Expiration of permit.

(a) The permit shall become void unless operations are commenced within four (4) months from the date thereof, or if the building or work authorized by such permit is suspended at any time after work is commenced, for a period of sixty (60) days. This section may be waived at the discretion of the Building Inspection Superintendent.

(b) Permits for new one- or two-family dwellings shall expire after two years.

(c) Permits for new commercial construction shall expire after two years.

(d) Permits for any commercial alterations or additions valued at or over \$500,000.00 will expire after two years.

(e) Permits for any commercial alteration or addition valued under \$500,000.00 will expire after one year.

(f) Permits for residential roofing, siding, decks, accessory structures and other similar projects will expire after six months.

(g) Permits for electrical, plumbing, HVAC or other similar systems will expire after six months unless the value of such work is over \$50,000.00, in which case the permit will expire after one year.

(h) Permits for electrical, plumbing, HVAC or other similar systems in conjunction with new construction or alterations and additions will expire at the same time as the construction permit expires, regardless of the date issued.

(i) Permits for demolition and razing will expire after 90 days.

(j) Permits for moving structures will expire after 90 days.

* Exception for subsections (4) and (9) of this section: New permit or renewed permit fees for incomplete projects shall be the same fees of the last permit issued for the same project. The expiration time for each subsequent permit or renewal for the same project will be half of the prior time limit.

(10) Inspector may revoke permit.

(a) The Building Inspector may revoke any permit or approval issued under the regulations of this code and may stop construction or use of approved new materials, equipment, methods of construction, devices, or appliances for any of the following reasons:

(i) Whenever there is a violation of any regulation of this code or of any other provision of the City Ordinances, Wisconsin or federal laws and regulations, or lawful orders issued pursuant to the same which reasonably relate to the subject matter of this Chapter.

(ii) Whenever the continuance of any construction becomes dangerous to property or the safety of the public.

(iii) Whenever there is any violation of any condition or provisions of the application for permit or of the permit.

(iv) Whenever in the opinion of the Building Inspector there is inadequate supervision provided on the job site.

(v) Whenever any false statement or misrepresentation has been made in the application for permit, plans, drawings, data specifications, or certified lot or plot plan on which the issuance of the permit or approval was based.

(vi) Whenever there is a violation of any of the conditions of an approval or occupancy given by the Building Inspector for the use of any new materials, equipment, methods of construction devices, or appliances.

(b) Whenever the Building Inspector revokes a permit under Paragraph (a) of this subsection, the Building Inspector shall comply with the following:

(i) The notice revoking a permit, certificate of occupancy or approval shall be in writing and may be served upon the applicant for the permit, owner of the premises, and the agent of the owner, if any, and on the person having charge of construction.

(ii) A revocation placard shall also be posted by the Building Inspector upon the building, structure, equipment, or premises in question.

(iii) After the notice is served and posted as indicated in parts (i) and (ii) above, it shall be unlawful for any person to proceed thereafter with any construction whatsoever on the premises, and the permit which has been so revoked shall be null and void. Before any construction or operation is again resumed on the premises, a new permit shall be procured and fees paid therefore in the same manner as otherwise required under this code for issuance for the initial permit. Thereafter the resumption of any construction or operation shall be in compliance with the regulation of this code.

(11) Stop work order: If the Building Inspector finds at any time that work on any building, structure or electrical, mechanical, plumbing or HVAC system is being performed contrary to the provisions of this chapter or in an unsafe or dangerous manner, the Building Inspector may order such work immediately stopped by issuing a written stop work order. Such order shall be posted in a conspicuous location at the job site or shall be served personally by the Building Inspector upon the property owner, the owner's agent, or the person responsible for the work. A stop work order shall specify the nature of the violation and shall state the conditions under which work will be permitted to resume. Any person who shall continue to work in, on or about a building, structure or electrical, plumbing or HVAC system after a stop work order has been issued, except to complete such work as directed by the Building Inspector to correct the violation or unsafe condition, may be issued a citation for a violation of this chapter and shall be subject to penalties and forfeitures as described herein.

30.04 Accessory Structures

(1) Fees. The fees for activities and services performed by the city in carrying out its responsibilities under this section shall be as indicated in the most recently adopted common council fee schedule.

(2) Detached Garages. One and two family residential detached garages or structures shall be constructed in accordance with Chapters SPS 321-325 of the Wisconsin Administrative Code, also known as the Uniform Dwelling Code. Any further amendments, revisions and modifications of said Wisconsin Statutes and Wisconsin Administrative Code herein adopted are intended to be made part of this chapter.

(3) Commercial accessory structures. Accessory structures on parcels zoned non-residential shall be constructed according to the minimum standards of the Commercial Building Code.

(4) Size

(a) The sum of all detached private garages or accessory structures shall not total more than 900 square feet in footprint area per zoning lot. In addition, one open-sided accessory building of up to 170 square feet is allowed ~~on zoning lots that are 20,000 sq. ft. or larger.~~ An open-sided building is defined as a structure with no more than one side enclosed by a wall or other materials.

Commented [ML1]: This was amended at the Common Council meeting on 04-19-2021.

(b) One attached garage shall be allowed per residence. The maximum size shall be 1,200 sq. ft. of footprint area. All attached garages exceeding these requirements shall be reviewed by the Plan Commission and may be approved by the Common Council. Standards used in the review shall include, but not be limited to, the size, proportions, finish materials, and the size of the garage in comparison to the square footage of the residential structure.

30.05 Inspections Required

(1) Timely inspections. The permit applicant, owner or an authorized representative shall notify the Building Inspector after completion of each phase of construction and shall request all inspections as itemized in sections orally or in writing. The Building Inspector shall make every reasonable attempt to complete all inspections in a timely manner. Work on subsequent phases of construction shall not proceed until required inspections have been completed and approval has been granted by the Building Inspector. Construction may proceed on a one- or a two-family dwelling if an inspection has not been performed within two business days after proper notification has been given, and occupancy may occur five business days after a request for final inspection if the final inspection has not yet been performed.. Construction may proceed on a commercial structure if an inspection has not been performed within five business days after proper notification has been given. The Building Inspector may also allow work to proceed when specific circumstances prevent the completion of an inspection within the allotted time period.

(2) Responsibility to call for inspection. It is the responsibility of the permit applicant and owner to notify the Building Inspector that the construction or installation is ready for inspection. It is not the responsibility of the Building Inspector to track or estimate the time interval before the next inspection is needed, nor to notify the permit applicant that the permit has expired. The Building Inspector shall have the right and authority to order the removal of all coverings which may have been placed over such work before same has been inspected.

(3) Erosion control and site maintenance inspection. Erosion control measures shall be inspected after installation and concurrently with other required inspections throughout the construction period. Site maintenance and control of construction debris will be inspected concurrently with other required inspections.

(4) Construction inspections.

(a) **Foundation reinforcement inspection.** The placement of reinforcement shall

be inspected where the reinforcement is required for code compliance prior to pouring concrete.

(b) **Drain tile inspection.** Below-grade drain tile systems shall be inspected after placement of tiles, washed stone and sump pits but prior to backfilling (exterior tiles) or placement of basement slab floors (interior tiles).

(c) **Footings and foundation inspection.** Footings shall be inspected after forms have been set, prior to pouring concrete. Foundations shall be inspected after forms have been removed and required insulation and waterproofing are in place, but prior to backfilling.

(d) **Under slab or under floor inspections.** The inspection of the basement floor or slab floor area before concrete is placed shall include the following: any required structural reinforcement, any underfloor plumbing, electrical, or HVAC; any interior drain tile with base course; the structural base course for the floor slab if required; the underfloor vapor retarder and underfloor insulation.

(e) **Rough framing inspection.** General building construction shall be inspected after all rough framing work is finished but before such work is covered or concealed.

(f) **Insulation and energy inspection.** Insulation and vapor barriers shall be inspected after installation is complete but prior to being covered or concealed.

(g) **Above ceiling inspection.** Work shall be inspected prior ceiling be covered or concealed.

(h) **Final inspection.** A final inspection shall be completed after all work included within the scope and application of this chapter is substantially complete but prior to the use or occupancy of the building or structure or portion thereof. The structure may not be occupied until a final inspection has been made that finds no critical violations of this code that could reasonably be expected to affect the health or safety or a person using the structure.

(5) HVAC inspections.

(a) **Rough inspection.** All HVAC equipment or systems installations which are thereafter to be concealed or covered, shall be inspected after rough work is finished but before such work is covered or concealed.

(b) **Gas piping pressure test required.** It is unlawful for any person, firm or corporation to place into operation any gas equipment installed or replaced until the piping installation has been tested, inspected and approved.

(c) **Final inspection.** All HVAC equipment or systems shall be inspected after installation is complete. Equipment information and operating manuals shall be provided to the inspector and owner. Equipment shall be tested and balanced before inspection is requested. A final HVAC inspection shall be completed after all

work included within the scope and application of this chapter is substantially complete but prior to the use of the recently installed HVAC system and equipment or use and occupancy of the building or structure.

(6) Electrical inspections.

(a) **Notification to Inspector.** Upon completion of the wiring of any building, the person, firm, or corporation doing the work or receiving the permit shall notify the electrical inspector who shall make inspections within 2 business days for rough in work or 5 business days for final inspection after being notified. All electrical work shall be left exposed until such time as the inspector has completed his/her inspection. Inspections include:

1. **Electric service inspection.** Electric service installations, upgrades or changes shall be inspected and approved before the electric utility shall energize the service

2. **Under slab or under floor inspections.** The inspection of the basement floor or slab floor area before concrete is placed shall include the following: any required structural reinforcement, any underfloor electrical; any interior drain tile with base course; the structural base course for the floor slab if required; the underfloor vapor retarder and underfloor insulation.

3. **Rough inspection.** General building electrical wiring, equipment, conduit or any miscellaneous electrical installations shall be inspected after all rough work is finished but before such work is covered or concealed.

4. **Final electrical inspection.** A final electrical inspection shall be completed after all work included within the scope and application of this chapter is complete but prior to the use of the recently installed electrical system and equipment or the use and occupancy of the building or structure.

(b) **Authority to disconnect electrical service.** The Building Inspector may cause the immediate disconnection of electrical power or service to any defective equipment or system where he or she finds determines that the installation creates imminent danger to persons or property or that such electrical power may interfere with the work of the fire department in emergency situations. No person shall reconnect any electrical equipment or service so disconnected until necessary repairs or alterations are completed and approval is granted by the Building Inspector. The Building Inspector may also cause the discontinuance of electrical service to any premises to which he or she is denied access or entry as set forth in this section.

(7) Plumbing Inspections.

(a) **Notification to Inspector.** No soil, waste, vent and water piping shall be used until inspected by the plumbing inspector. The plumber or property owner receiving the permit shall notify the plumbing inspector whenever any work is ready for

inspection. The inspector shall thereupon make inspections within 2 business days for rough in work or 5 business days for final inspection after being notified that the materials and fixtures are set and ready for inspection. All plumbing work shall be left exposed until such time as the inspector has completed the inspection. The inspector may require the plumber or property owner receiving the permit to make a water or air test on the whole or any part of the entire installation. Inspections include:

1. **Building sewer and water service inspection.** The building sewer and water service lines shall be inspected during testing as set forth in Wis. Admin. Code section SPS 382.21 prior to being covered or concealed.

2. **Rough underslab plumbing inspection.** The building drain and vent piping and water service lines shall be inspected during testing before covering with concrete as set forth in Wis. Admin. Code section SPS 382.21 prior to being covered or concealed.

3. **Rough interior plumbing inspection.** The building drain and vent piping and water service lines shall be inspected during testing as set forth in Wis. Admin. Code section SPS 382.21 prior to being covered or concealed.

4. **Final plumbing inspection.** A final plumbing inspection shall be completed after all work included within the scope and application of this chapter is complete but prior to the use of the recently installed plumbing system or equipment or the use and occupancy of the building or structure.

(8) Re-inspections. Any noncompliance items noted at the time of inspection shall be corrected and re-inspected before it is covered or concealed.

(9) Voluntary inspections. The Building Inspector may, at the request of the owner or the lawful occupant, enter and inspect structures subject to the provisions of this code to ascertain compliance with this code.

(10) Inspections by Building Inspection Superintendent. The Building Inspection Superintendent may inspect any building, structure, dwelling unit or equipment thereon which is reported or found to be damaged, dangerous, unsafe, a fire hazard, or unfit for human habitation.

(11) Inspector interference. Any person who interferes with the Building Inspector in the performance of his or her lawful duties where a permit has been issued shall be deemed guilty of a violation of this chapter and shall be subject to penalties and forfeitures as described in section 30.10.

30.06 Swimming Pools

(1) Location. No swimming pool shall be erected to the front of the residence of the owner or occupant of the premises connected therewith. In the case of lots bordered on two sides by public streets, no area between the setback lines of the main building and the street right-of-way line; in no case less than 5 feet from any lot

line or building wall.

(2) Definitions:

(a) A swimming pool, within the meaning of this ordinance, shall be any depression in the ground, either temporary or permanent, or a container of water, either temporary or permanent, and either above or below the ground in which water of more than 12 inches in depth is contained and which is used primarily for the purpose of bathing or swimming, except temporary pools with an area of 177 square feet or less shall not come within the provision of this ordinance.

(b) A child of tender years, within the meaning of this ordinance, shall be any child who has not obtained the age of 10 years.

(3) Obligations of owners. Every person, every member of a partnership, and every corporation that owns, directly or indirectly, or operates or uses or has custody or control of or has the exclusive right to use any swimming pool located in the City of Stevens Point, shall erect and maintain a fence or suitable barrier around such swimming pool of such size and construction as to safeguard a child of tender years to prevent such child from falling into such swimming pool or shall install and maintain a cover or other protective device over such swimming pool. If a cover is utilized, it shall be of such design and material that the same can be securely fastened in place and be capable of supporting a person weighing 250 pounds without collapsing into the water. Such cover or other protective device shall be securely fastened in place at all times when the swimming pool is not in actual use for bathing or swimming purposes.

(4) Drainage from pools. No private swimming pool shall be constructed so as to allow water therefrom to drain into any sanitary sewer or septic tank, nor to overflow or cause damage to any adjoining property. Provision may be made for draining the contents of any swimming pool into a storm sewer, but such installation shall be subject to prior approval of the Department of Natural Resources and Stevens Point Utilities. In all cases where a private swimming pool is to be constructed on premises served by a private sewage disposal system, approval of the Department of Health Services shall be necessary before the construction of any such pool may commence.

(5) Filtration. All private swimming pools must have a filtration system which assures proper circulation of the water therein and maintenance of the proper bacterial quality thereof. Such filtration system shall be properly maintained in good working order and kept in use at all times the swimming pool is filled with water.

(6) Periodic inspection. All installations of swimming pools, drains, or other equipment made under the provisions of this ordinance shall be subject to periodic inspection by the City of Stevens Point.

(7) Materials. All swimming pools of a permanent type shall have the sides and bottom of a smooth finish and no sand or dirt bottom shall be permitted.

(8) Aquariums. Every person, every member of a partnership and every corporation that owns, directly or indirectly, or operates or uses or has custody or control of or has the right to use any commercial aquarium sufficiently large enough to present a drowning hazard located in the City of Stevens Point shall erect and maintain a fence or suitable barrier around such aquarium of such size and construction as to safeguard a child of tender years to prevent such child from falling into such aquarium.

30.07 Regulations for Moving or Razing Buildings

(1) General. No person shall move any building or structure upon any of the public ways of the municipality or raze any building without first obtaining a permit therefor from the Building Inspector and upon payment of the required fee. Every such permit issued by the Building Inspector shall designate the route to be taken, the conditions to be complied with, and shall appropriately limit the time during which said operations shall be conducted.

(2) Continuous Movement. The movement of buildings shall be a continuous operation during all the hours of the day until such movement is fully completed. All of such operations shall be performed with the least possible obstruction to thoroughfares. No building shall be allowed to remain overnight upon any street crossing or intersection, or so near thereto as to prevent easy access to any fire hydrant or any other public facility. Lights shall be operated in conspicuous places at each end of the building during the night.

(3) Street Repair. Every person receiving a permit to move or raze a building shall, within one day after completion, report that fact to the Building Inspector who shall thereupon, in the company of the Public Works Director, inspect the streets and highways and ascertain their condition. If the removal or moving of said building has caused any damage to any street or highway, the person to whom the permit was issued shall forthwith place them in as good repair as they were before the permit was granted. If such repairs are not completed within 30 days of the inspection, the City may undertake to cause such repairs to be made and assess the costs of such work to the person to whom the permit was issued.

(4) Utility Notification and Backfill. Before a building can be demolished or removed, the owner or agent shall notify all utilities having service connections within the building, such as water, electric, gas, sewer, and other connections. A permit to demolish or to remove a building shall not be closed until it is ascertained that utility service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner. This is the responsibility of the owner or agent to complete and notify the Building Inspector.

(5) Disposal of material. Demolition materials must be properly handled, hauled and disposed of per Wisconsin Department of Natural Resources regulations.

(6) Conformance with Code. No permit shall be issued to move a building within or

into the City of Stevens Point and to establish it upon a location therein until the Building Inspector has made an investigation of such building at the location from which it is to be moved, and is satisfied from such investigation that said building is in a sound and stable condition and of such construction that it will meet the requirements of this Building Code. For pre-fabricated structures, a copy of the plans for the structure may be substituted for the in-person investigation at the discretion of the Building Inspector. A complete plan of all further repairs, improvements, and remodeling with reference to such building shall be submitted to the Building Inspector, who shall determine whether such repairs, improvements, and remodeling once completed will be in conformity with the requirements of this Building Code. In the event a building is to be moved from the municipality to some point outside the boundaries thereof, the provisions with respect to the furnishing of plans and specifications for proposed alterations to such building may be disregarded.

(7) Bond.

(a) **Bond required.** Before a permit is issued to move or raze any building in this municipality, the party applying therefor shall provide a bond, cash deposit, or a letter of credit to the City in a sum to be determined by the Building Inspector and which shall not be less than Five Thousand (\$5,000) Dollars. Any such bond shall be executed by a corporate surety or two person sureties to be approved by the governing body or the Building Inspector Superintendant., The permit applicant shall indemnify, defend, and hold harmless the City for any costs or expenses incurred by it in connection with any claims for damages to any person or property and the payment of any judgment together with the costs and expenses incurred by the municipality in connection therewith which arise out of the removal of the building for which the permit is issued and the completion of improvements to the property which the Building Inspector has required as a condition of granting the moving or razing permit.

(b) **Proximity to public thoroughfare.** Unless the Building Inspector finds that the excavation exposed by the removal of a building from its foundation is distant enough from public thoroughfares to avoid creating a hazard for people and vehicles traveling thereupon and that the nature and physical characteristics of the premises and the exposed excavation do not present a hazard to children under 12 years of age, the bond required by (a) shall be further conditioned upon the permittee erecting adequate barriers around the excavation and within forty-eight (48) hours either filling in the excavation or employing other means, devices or methods approved by the Building Inspector to prevent hazards to the public. In any event, the excavation shall be filled with solid fill to match lot grade within 5 days of removal of the structure. Any excavation may be required to be protected with appropriate fences, barriers, and/or lights at the discretion of the Building Inspector.

(c) **Insurance.** In addition to the bond, cash deposit, or surety indicated in paragraph (a), the Building Inspector shall require liability insurance covering injury to one person in the sum of not less than One Hundred Thousand (\$100,000) Dollars and for one accident in a sum not less than Two Hundred Thousand (\$200,000) Dollars, together with property damage insurance in a sum not less than Fifty Thousand (\$50,000) Dollars, or such other coverage as reasonably deemed necessary and

sufficient based upon the nature of the work being performed.

30.08 Building Numbering

(1) Uniform numbering system. There is established a uniform system of numbering houses and buildings fronting on all streets, avenues, and public ways in the City of Stevens Point, and all houses and buildings shall be numbered in accordance with the provisions of this ordinance.

(2) 'North' and 'South' street numbering. A line running east and west and along the south line of Maria Drive and any extension thereof shall constitute the base line for numbering along all streets running north and south; the baseline for numbering along streets lying east of the Wisconsin River and running east and west shall be a line running north and south parallel to and 6,300 feet west of Division Street and the base line for numbering along all streets being west of the Wisconsin River and running easterly and westerly shall be the Wisconsin River. The numbering of houses and buildings shall begin as follows:

(a) The numbering of houses and buildings north of Maria Drive shall begin with "100 north".

(b) The numbering of houses and buildings south of Maria Drive shall begin with "100".

(c) The numbering of houses and buildings east of the base line for streets being east of the Wisconsin River shall begin with "100".

(d) The numbering of houses and buildings west of the Wisconsin River shall begin with "100 West".

(e) All houses and buildings on diagonal streets shall be numbered the same as north and south streets if the diagonal runs more from the north to the south, and the same on east and west streets if the diagonal runs more from the east to the west.

(3) Origin and blocks. The numbering of each street shall begin at the base line. The numbers in each succeeding block shall increase from the baseline in units of 100, namely, the first block shall be "100" to "199", the second block shall be "200" to "299", the third block shall be "300" to "399", etc. Where blocks of different lengths occur on opposite sides of a street, the numbers of both sides shall be assigned on the basis of the shorter block, unless the Building Inspector shall otherwise determine.

(4) Even and odd numbers. All houses and buildings on the north and west sides of all streets shall be numbered with even last digit numbers, each commencing with the "100" assigned to the block, and ending with the last digits as assigned by the Building Inspector or other person as assigned by the Building Inspector.

(5) Streets not meeting the base line. All streets not extending through to the base line shall be assigned to the same relative numbers as if the said street had extended to the said base line.

(6) Proper entrance. A "proper entrance" shall be defined as that entrance which is designated by the Building Inspector as the main entrance from the exterior to the interior of said house or building which leads to the living quarters, storage, or office space inside of any building located in the City of Stevens Point. There shall be designated only one proper entrance for each residence and the only one proper entrance for each storage space or business office located in any one building.

(7) Placement and form of physical numbering signs. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street fronting the property, and shall not be obstructed by any structural element, plant, tree, shrub, or similar obstruction. These address numbers shall contrast with their background, be Arabic numerals or alphabet letters, and such address numbers shall not be written out in script. If in the opinion of the Building Inspector, or his/her designee, the address numbers are difficult to identify, the Building Inspector may approve alternate locations and/or requirements in order to improve the visibility of the physical numbering signage. Specific building types shall have address numbers as follows:

(a) All single-family and two-family residential buildings shall have address numbers not less than two inches in height. Such address numbers shall be located within four feet of the primary entrance door on the street side where the building is addressed. If such building is located more than 40 feet from the front property line, the property owner must place and maintain the required numbers on a mailbox or a signpost located at or near the front property line.

(b) All multifamily buildings shall have address numbers not less than six inches in height. Such address numbers shall be located within four feet of the primary entrance door on the street side where the building is addressed. At the entrance of each access drive for three or more buildings there shall be a directory listing of the address numbers and building identifications that are accessible from said street, service drive, or parking lot.

(c) All commercial or industrial buildings shall have address numbers not less than six inches in height. Such address numbers shall be located within four feet of the primary entrance door on the street side where the building is addressed.

(d) All multiple tenant buildings shall have address numbers not less than six inches in height. Such primary address numbers shall be located on the exterior wall of the building on the street side where the building is addressed. In addition, each tenant suite shall maintain a separate individual address numbers not less than six inches in height. Such address numbers shall be located within four feet of the primary tenant entrance door. Furthermore, if tenants have a rear service door, contrasting and reflective address numbers not less than six inches in height shall be located on each door.

(8) Enforcement. If the owner, occupant, or agent of any house or building fails to attach and maintain the proper number assigned to said house or building, the

Building Inspector shall serve notice to the property owner requiring him to properly display his assigned number on the house or building within ten (10) days after the serving of said notice. If the property owner neglects to do so, he shall be deemed to have violated this ordinance.

30.09 Plumbing Service

(1) Drain Ends and Connections Guarded. The ends of all sewer and drain pipes not immediately connected shall be securely closed so as to prevent the introduction of sand or earth.

(2) Old Pipe Drain. Whenever necessary to disturb a drain or sewer in actual use, the same shall not be obstructed or disconnected without special permission of the plumbing inspector and it shall be unlawful to make any new connections with or extensions to any old drain without permission of the plumbing inspector.

(3) Obstruction of Drain Course. In all cases where the course of any sewer or stormwater drain is obstructed by water, gas, steam or other pipes or conduits, the question of passing over or under such obstruction or of the raising or lowering thereof so as to permit the construction and installation of the sewer or stormwater drain shall be determined by the plumbing inspector.

(4) Use of Sewers Regulated. No person shall deposit or permit to be deposited in any public sewer or stormwater drain or in any sewer or stormwater drain connecting with such public sewer or stormwater drain any garbage, gas, tar, grease, rags or any other substance likely to cause any obstruction nuisance or explosion therein or to do any act which may cause injury thereto. Any person who shall violate any provision of this section shall, in addition to the penalty hereinafter provided, be liable to the City for any damages, costs to remedy, or other costs associated with the unlawful deposit of materials into the sewer or stormwater drain. Nothing contained in this section, however, shall prohibit the installation and operation of garbage disposal or any similar device used for grinding and pulverizing kitchen garbage and refuse and the disposal of the remnants thereof in the city sanitary sewage system, provided such installation is approved by the city plumbing inspector.

(5) Plumbing Inspector authority. The Plumbing Inspector shall have the authority to require installation of interceptors or other means of preventing prohibited substances including grease from entering the sewer system. The Inspector shall have the authority to require regular maintenance of grease interceptors and may require the regular reporting of such maintenance to the City. Failure to install, maintain or to submit the required reports shall subject the owner to penalties as provided herein.

(6) Privies, Drywells Prohibited. No privy or privy vault or private sewage system or like appliance shall be constructed when a public sewer is available. All abandoned drywells, septic or other sewage tanks and privy vaults shall be cleaned and refilled with earth.

(7) Injury to Sewers, etc. Any person who shall intentionally, willfully, or maliciously

injure or obstruct any sewer, house drain, catch basin or any plumbing fixture or apparatus pipes or other parts of any plumbing in a public building, or any sewer, water, or gas pipes or any parts or apparatus connected therewith, laid or constructed in the alleys, streets, or other public places, or under any sidewalks of the City of Stevens Point shall be subject to the penalty prescribed for violations of this Chapter.

(8) Water Service and Distribution.

Disconnection and Resumption of Service

(a) No plumber shall turn on or leave open any water service curb stop after the completion and trial of his/her work which has been turned off by the water department. No unauthorized person shall turn on or off water after it has been turned on or off from a given service, nor shall any one turn water off or on at the main without a permit.

(b) No water service will be turned on or shall a meter be set by the water department until the work has been approved and an order signed by the plumbing inspector that the plumbing installation is satisfactory, except that permission may be given by the plumbing inspector in cases of new construction for a temporary turn on during the period of construction. It shall be unlawful for any person other than an authorized person of the water department to set a water meter.

30.10 Penalties

(1) General. It shall be unlawful for any person to erect, use, occupy, or maintain any building or structure in violation of any provisions of this Code, or to violate any other provisions, or to cause, permit or suffer any such violations to be committed. Any person violating any of the provisions of this Chapter shall, upon conviction, be subject to a forfeiture of not less than Fifty Dollars (\$50.00) or more than Five Hundred Dollars (\$500.00), together with all applicable costs and surcharges and, in default of payment thereof, shall be imprisoned for a period of not less than one (1) day or more than six (6) months or until such forfeiture and costs are paid. It shall be the responsibility of the offender to abate the violation as expeditiously as possible, and each day that such violation is permitted to continue shall constitute a separate offense. In any court action or legal proceeding, the fact that a permit was issued shall not constitute a defense, nor shall any error, oversight or dereliction of duty on the part of the Building Inspector constitute a defense.

(2) Work started without permit: When a permit is required by this code and work is started prior to obtaining such permit, the fees required for the permit shall be doubled. For the second offense against an applicant within a twelve (12) month period, starting work prior to obtaining a permit, the fee shall be quintupled. For the third such and subsequent offenses within a twelve (12) month period, the fees shall again be quintupled compounding. The payment of such doubled or quintupled fee shall not relieve any person from complying with the requirements of this code, or from any additional penalties proscribed herein.

(3) Failure to call for inspections. It shall be the responsibility of the applicant to contact the Building Inspector when inspections are needed. Applicants failing to contact the Building Inspector at the appropriate times will be assessed a penalty fee in the amount indicated on the most recently adopted city council fee schedule. For the second offense within a twelve (12) month period, failing to call for the required inspections, the fee shall be quintupled. For the third such and subsequent offenses within a twelve (12) month period, the fees shall again be quintupled compounding. The payment of such doubled or quintupled fee shall not relieve any person from complying with the requirements of this code, or from any additional penalties proscribed herein.

SECTION II: These ordinance changes shall take effect upon passage and publication.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 6, 2021
Adopted: April 19, 2021
Published: April 23, 2021

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594



Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
Fax: 715-346-1683

April 8, 2021

To: Finance Committee, Common Council

Subject: Resolution Supporting Shared Revenue

Attached is a resolution, drafted by the League of Wisconsin Municipalities, supporting an increase in funding for the state shared revenue program. This is a state aid program that provides funding to local units of government. The program was initially created in 1911 as the primary reason for the introduction of the state income tax. At that time, 90% of state income tax revenues went to local units of government. The goal was to ensure that Wisconsin residents could depend on quality local services without paying an excessive amount in property taxes. Over the last few decades, funding for this program has remained stagnant and has not increased with inflation, and in some years even decreased.

This creates a problem. Over the last 20 years, the percentage of the general fund budget that comes from shared revenue has decreased from 23% to 13%. Over the same period of time, the percentage that comes from property taxes has increased from 42% to 50%. As inflation continues, the proportion of our budget funded by shared revenue will continue to decline, while property taxes or other revenue streams will need to fill in the gap. This is not in line with the original deal that was made with the residents of Wisconsin when the income tax was created. The original intention was for income tax revenues to not just stay in Madison, but to come back to local communities and support vital local services.

During the last state budget process, a reasonable increase of 2% was proposed for shared revenue. Unfortunately, this increase was removed during the budget process. Therefore, it is important that we continue to advocate for the strong state and local partnership that was intended when this program was established.

Support for a Strong State & Local Partnership

Shared Revenue Funds Critical Services

Whereas, for over ninety years the state shared revenue program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief; and

Whereas, over the last 20 years shared revenue funding for municipalities has been cut by \$94 million; and

Whereas, over the last generation, property taxes have grown as a share of city and village revenues as shared revenue and other state aid to Wisconsin municipalities has lagged; and

Whereas, state aid provided a larger share of municipal revenues in Wisconsin than property taxes from 1975 to 1997. Today property taxes account for more than twice as much municipal revenue as state aid; and

Whereas, to create and maintain quality communities that attract businesses and families, municipalities must invest in services and infrastructure that people and businesses expect, like police protection, fire suppression, road maintenance, snowplowing, libraries, and parks; and

Whereas, the state should reinvest a portion of its sales and income tax revenue growth in local communities to spur further economic growth and make Wisconsin communities places where people want to live and work.

Now, Therefore, Be It Resolved, that the City of Stevens Point calls on the Legislature to pass a state budget increasing funding for the shared revenue program and directs the Clerk to send a copy of this resolution to the state legislators representing the City of Stevens Point, to Governor Tony Evers and to the League of Wisconsin Municipalities.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 8, 2021
Adopted: April 19, 2021