

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

Zoom Conference Call Meeting

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Dial in Number: (312) 626-6799

Meeting ID: 822-1926-0610 | Password: 160530

May 18, 2020

7:00 PM

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.

Consideration and Possible Action on the Following:

5. Consent Agenda
 - Minutes of the Common Council meeting of April 20, 2020, Reorganization meeting of April 21, 2020, and Special Common Council meeting of April 22, 2020
 - Minutes and Actions of the Police and Fire Commission meeting of April 21, 2020
 - Minutes and Actions of the Plan Commission meeting of May 4, 2020.
 - 6. April, 2020 Monthly Report
 - Minutes and Actions of the Park Commission meeting of May 6, 2020
 2. Approval of the March 4, 2020 Minutes
 3. Lease agreements with Golden Sands Resource Conservation & Development Council, Inc. for garden sites located at 300 Franklin Street and on the corner of West
 4. Emerson Park Concept Plan Design
 4. Emerson Park Concept Plan Design
 - Cornell and West Whitney streets (Mead Park).
 5. Bench request for Bukolt Park by Prime Water Anglers
 6. Election of Officers (Chairperson and Vice Chairperson).
 8. Director's report
 - Minutes and Actions of the Airport Commission meeting of May 11, 2020
 2. Approval of Department Claims
 - Minutes and Actions of the Board of Water and Sewerage Commissioners meeting of May 11, 2020
 2. Approval of Department Claims

- Minutes and Actions of the Special Board of Public Works meeting of May 5, 2020 and the Minutes and Actions of the Board of Public Works meeting of May 11, 2020
- Minutes and Actions of the Transportation Commission of May 11, 2020
 2. Approval of the March 9, 2020 Transportation Commission meeting minutes.
 3. Approval of the March 2020 financial/claims report.
 4. Approval of the April 2020 financial/claims report.
 5. Approval of action taken by the Transportation Commission Chair, Nichole Lysne, and Director Lemke to adjust Central Transportation services due to the COVID-19 pandemic.
 6. Discussion and approval to accept federal "CARES Act" (Coronavirus, Aid, Relief, and Economic Security Act) funding for the 2020 5311 operating budget.
 7. Nominations and appointment for the Transportation Commission Chair and Vice-Chair.
- Minutes and Actions of the Special Finance meeting of April 21, 2020
- Minutes and Actions of the Finance Committee meeting of May 11, 2020.
 2. Designation of Official Newspaper.
 4. Operation of the Municipal Pool for the Current Year.
 7. Funding for the Correction of Errors in Administering the Covid-19 Small Business Grant Program.
 8. Accept Proposal for Completing a Strategic Plan.
 9. Approval of Claims Paid.
- Minutes and Actions of the Special Personnel Committee meeting of April 21, 2020
- Minutes and Actions of the Special Public Protection meeting of April 21, 2020
- Minutes and Actions of the Public Protection meeting of May 11, 2020
 1. New Operators Licenses, Temporary Class "B" Licenses, 2020-2021 Liquor & Beer Licenses.
 3. Beekeeper Permits: Jeannie Hill, 1620 Clark Street.
- Statutory Monthly Financial Report by Comptroller/Treasurer

Discussion and Possible Action on:

6. Resolution - Establishing Absentee Voting Locations for the August Partisan Primary and November 2020 General Election.
7. Memorandum of Understanding with Stevens Point Firefighters IAFF Local 484 regarding bonus sick day accrual.
8. Memorandum of Understanding with Stevens Point Firefighters IAFF Local 484 regarding vacation changes/carryover.
9. Ordinance Amendment - Chapter 23, Zoning - Section 23.02(1)(f)(4) and Section 23.02(1)(g)(4) to reduce the minimum lot area for two-unit dwellings in the R-4 and R-5 Zoning Districts
10. Resolution - Conditional Use Permit - 133 Second Street - Operate Tourist Rooming House, Non-owner occupied
11. Maintenance Agreement with North Central Conservancy Trust for property parcels adjacent Bukolt Park.

12. Contract renewal with Eastern Aviation Fuels
13. Award of the 2020 Road Resurfacing Project #20-01 to Haas Sons Inc. out of Thorp, WI in the amount not to exceed \$1,347,389.38
14. Ordinance Amendments – Chapter 9 Traffic and Vehicle – Subsection 05 Parking
15. Development Agreement - Tax Incremental District #5 - Pointer Plaza, LLC, for a project at 111 Division Street North.
16. Termination of Development Agreement with Stevens Point Student Housing, LLC, related to a project at 111 Division Street North.
17. Lexi's Love Car Show event on August 22, 2020 (recurring at Pete's Sports Bar)
18. Ordinance Amendment - Chapter 12.14(13) Clerk Issuance of Operator's License
19. 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 Strongs 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**

April 20, 2020

7:00 P.M.

Zoom Conference Call Meeting

Mayor Mike Wiza, Presiding

PRESENT: Ald. Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski, Kneebone, Dugan (7:04), Dalton, Fishler, Morrow.

OTHERS

PRESENT: Clerk Krautkramer, Attorney Beveridge, C/T Ladick, Chief Finn, Asst. Chief Zenner, Dir. Kernosky, Dir. Kremer, Dir. Beduhn. Dir. Lemke.

- 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.**

No one wished to speak on a non-agenda item.

Consideration and Possible Action on the Following:

- 5. Consent Agenda:**
 - **Minutes of the Common Council meeting of March 16, 2020**
 - **Minutes and Actions of the Police and Fire Commission meeting of March 3, 2020**
 - 9. Confirmation of Bills**
 - **Minutes of the Plan Commission meeting of April 6, 2020**
 - **Minutes and Actions of Board of Water and Sewerage Commissioners of April 13, 2020**
 - 2. Discussion/possible action on the position of City Engineer**
 - 3. Discussion/possible action on approval of department claims**
 - 4. Discussion/possible action on sewer credit request from 2733 Stanley Street by New Midwest Group**
 - 5. Report on water distribution & supply operations**
 - 6. Report on Collection System Maintenance**
 - 7. Report on sewage treatment operations**
 - 8. Discussion/possible action on services related to odor control**
 - 10. Report on storm water/CAN operations**
 - 11. Discussion/possible action on annual MS4 permit submittal**
 - **Minutes and Actions of the Airport Commission meeting of April 13, 2020**

- 2. Discussion/possible action of department claims
- **Minutes and Actions of the Finance Committee meeting of April 13, 2020**
 - 2. Funding for disposal and replacement of firefighting foam containing PFAS
 - 4. Approval of Claims Paid
- **Minutes and Actions of the Public Protection meeting of March 9, 2020**
 - 1. New Operators Licenses, Taxicab Drivers, Temporary Class B Licenses, Change of Agent Licenses
 - 2. Beekeepers Permits: Jennifer Matthews-McComb, 840 2nd Street and Patrick Belson, 1324 Wellington Court
- **Supplemental Pollworker List**
- **Statutory Monthly Financial Report by Comptroller/Treasurer**

Mayor Wiza pulled the Supplemental Poll Worker list per Ald. Shorr's request to abstain.

Ald. Johnson **moved**, Ald. Dugan seconded, to approve the consent agenda except for the supplemental poll worker list.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

Ald. Dalton **moved**, Ald. Johnson seconded, to approve the supplemental poll worker list.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.
Abstain: Ald. Shorr.

6. Certification of the Mayoral Emergency Declaration of March 18, 2020

Ald. Johnson **moved**, Ald. Jennings seconded, to approve the Emergency Declaration and all subsequent actions through the end of the Federal's or Governor's orders, which ever one is later.

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

7. COVID-19 Emergency Grant for Local Businesses

Bob Woehr, 727 Second Street, thought this is a commendable program and said the money would need to be made up at some point in time. He suggested someone not in the Community Development office should distribute the funds. He expressed his concerns with the disclaimer portion of the document. Dir. Kernosky provided clarification on that section.

Ald. Jennings **moved**, Ald. Zarazua seconded, to amend the COVID-19 Emergency Grant for local businesses to be for the equivalent 10 or fewer full-time staff members.

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

Ald. Jennings **moved**, Ald. Nebel seconded, to amend the COVID-19 Emergency Grant for local business to remove the utility portion of the grant and make it only for mortgages and lease payments.

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

Ald. Johnson **moved**, Ald. Morrow seconded, to approve the grant program as amended with both amendments.

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

8. Award of 2020 Streets Improvement Project #20-03 to Haas Sons, Inc. in the amount not to exceed \$4,285,566.94

Ald. Jennings **moved**, Ald. Fishler seconded, to award the 2020 Streets Improvement Project #20-03 to Haas Sons, Inc. in the amount not to exceed \$4,285,566.94.

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

9. Award of 2020 Sidewalk Continuation Project #20-02 to Wroblewski Concrete Construction, LLC in the amount not to exceed \$308,053.38

Mayor Wiza read an email from Cathy Jones, 3311 Orchid Lane, in her email she urged Council to reconsider action on the sidewalk project.

Ald. Shorr **moved**, Ald. Johnson seconded, to approve the bid in the amount not to exceed \$308,053.38.

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

10. Award of 2020 Wastewater Treatment Facility Roofing Project #20-29 to Oshkosh Industrial Roofing & Sheet Metal LLC of Winnebago, WI in the amount of \$141,296.11

Ald. Johnson **moved**, Ald. Morrow seconded to approve the bid to Oshkosh Industrial Roofing and Sheet Metal LLC in the amount not to exceed \$141,296.11

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

11. Preliminary Resolution – Special Assessments – Installation of Sidewalk – Road Surfacing Project #20-01

Ald. Kneebone **moved**, Ald. Morrow seconded, to approve the preliminary resolution for special assessments, the installation of sidewalks road surfacing project #20-01.

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

12. Preliminary Resolution- Special Assessments – Installation of Water Services, Installation of Sanitary Sewer Laterals, and Installation of Storm Sewer Laterals – Project #20-03

Ald. Fishler **moved**, Ald. Morrow seconded, to approve the preliminary resolution for special assessments installing installation of water services, sanitary sewer laterals, and the installation of storm sewer laterals project #20-03.

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

13. Departing remarks by Alder Cathy Dugan

Mayor Wiza said due to the COVID-19 he previously met with Ald. Dugan and presented her with a plaque recognizing her years of service to the citizens of Stevens Point.

Mayor Wiza played Ald. Dugan's pre-recorded departing remarks.

14. Enter into closed session 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 terms of an amendment to the development agreement relating to a project at 111 Division Street North in Tax Incremental District #5.

Ald. Slowinski **moved**, Ald. Morrow seconded, to go into closed session 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: negotiating the terms of an amendment to the development agreement relating to a project at 111 Division Street North in Tax Incremental District #5.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Dugan, Fishler, Morrow.
Nays: Dalton. Motion adopted.

15. Reconvene into open session, for possible action on the above matter.

No action was required.

16. Adjournment

Adjourned at 9:38 p.m.

**CITY OF STEVENS POINT
REORGANIZATION MEETING OF THE COMMON COUNCIL**

Zoom Conference Call Meeting

**Stevens Point Police Community Room
933 Michigan Ave**

**April 21, 2020
4:00 P.M.**

Mayor Mike Wiza, Presiding

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

OTHERS

PRESENT: Clerk Krautkramer, Attorney Beveridge, C/T Ladick, Asst. Chief Zenner.

Consideration and Possible Action on the Following:

2. Mayoral appointments to various Boards and Commissions.

COMMITTEE/COMMISSION/BOARD	APPOINTEE	APPOINTEE'S ADDRESS	TERM	EXPIRES
Administrative Appeals Board	Ald. Keely Fishler	3101 Channel Drive	Aldermanic Term	4/18/2022
Affirmative Action/Fair Housing	Ald. Polly Dalton	1579 Church Street	2yrs	4/30/2022
Airport Commission	Paul Adamski	3117 Della Street	5yrs	4/30/2025
Bicycle/Pedestrian Street Safety Commission	Ald. Thomas Leek	530 St. Paul Street	Aldermanic Term	4/18/2022
Board of Appeals	Lynn Markham	302 Georgia Street N	3yrs	4/30/2023
Board of Appeals	Ismaila Odogba	4242 Janick Circle N	3yrs	4/30/2023
EMS Oversight Board	Ald. Mary Kneebone	5718 Sandpiper Drive	2yrs	4/18/2022
EMS Oversight Board	Ald. Shaun Morrow	2905 Falcons Cove	2yrs	4/18/2022
Historical Preservation/Design Review Commission	Tim Siebert	2933 Kozy Street	3yrs	4/30/2023
Library Board Liaison	Ald. Thomas Leek	530 St. Paul Street	1yr	4/19/2021
Local Emergency Planning Committee	Jason Dreheim	4501 Hwy. 66	1yr	4/30/2021
Municipal Court Oversight Committee	Mayor Mike Wiza	1515 Strongs Avenue	2yrs	4/30/2022

Municipal Court Oversight Committee	Ald. Shaun Morrow	2905 Falcons Cove	2yrs	4/30/2022
Municipal Court Oversight Committee	Ald. Cindy Nebel	1100 Phillips Street	2yrs	4/30/2022
Board of Park Commissioners	Michael Glodosky	4409 Nicolet Avenue	3yrs	4/30/2023
Board of Park Commissioners	Robert Freckmann	871 Oak Ridge Lane	3yrs	4/30/2023
Police and Fire Commission	Robert Ostrowski	516 Michigan Avenue	5yrs	4/30/2025
Police and Fire Commission	Ald. Mary Kneebone	5718 Sandpiper Drive	Ald. Liaison - 1 yr	4/19/2021
Board of Review	Jerry Moore	317 Division Street	5yrs	4/30/2025
Transportation Commission	Ald. Mary Kneebone	5718 Sandpiper Drive	1yr	4/19/2021
Transportation Commission	Ald. Thomas Leek	530 St. Paul Street	1yr	4/19/2021
Transportation Commission	VACANT		3yrs	4/30/2023
Transportation Commission	Thomas Bertram	3291 Orchid Street	3yrs	4/30/2023
Transportation Commission	Karalyn Peterson	5540 Glenwood Avenue	3yrs	4/30/2023
Weed Commissioner	Mark Kordus	1515 Strongs Avenue	1yr	4/30/2021
Tourism Commission	Jim Oliva	1556 Elk Street	1yr	4/30/2021
Tourism Commission	Mike Disher	2616 Prais Street	1yr	4/30/2021
Tourism Commission	Michelle Sedlak	3247 Echo Dells Avenue	1yr	4/30/2021
Tourism Commission	John Okonek	2916 Dixon Street	1yr	4/30/2021
Tourism Commission	Carie Winn	624 Soo Marie Avenue	1yr	4/30/2021

Ald. Johnson **moved**, Ald. Nebel seconded, to approve the slate as presented minus the EMS Oversight appointments.

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

3. **Mayoral appointments of Council members to Standing Committees.**

Board of Public Works

Mayor Mike Wiza
Jeremy Slowinski
Mary Kneebone
Comptroller/Treasurer Corey Ladick
Shaun Morrow
Tori Jennings
Mykeerah Zarazua

Finance Committee

Meleesa Johnson
Polly Dalton
Jeremy Slowinski
Shaun Morrow
David Shorr

Personnel Committee

David Shorr
Thomas Leek
Mykeerah Zarazua
Polly Dalton
Cindy Nebel

Public Protection Committee

Mary Kneebone
Tori Jennings
Keely Fishler
Thomas Leek
Cindy Nebel

Ald. Shorr **moved**, Ald. Slowinski seconded, to approve the list of the standing committees as presented.

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

4. Nominations and election of Council President.

Ald. Shorr nominated Ald. Johnson.

As there were no further nominations, Mayor Wiza declared nominations closed.

Ald. Slowinski **moved**, Ald. Shorr seconded, to close nominations and cast a unanimous ballot for Ald. Johnson.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

5. Recess until after the Public Protection Committee, Personnel Committee and Finance Committee Meetings.

Mayor Wiza said Council is recessed until the Public Protection, Personnel, and Finance Committees have selected their chairs and vice-chairs.

6. Reconvene to consider the actions of the Committees listed above.

Reconvened at 4:26 p.m.

Mayor Wiza provided a brief re-cap of the committee's Chair and Vice-Chair person selections.

Public Protection: Chair: Ald. Jennings
Vice-Chair: Ald. Kneebone

Personnel: Chair: Ald. Shorr
Vice-Chair: Ald. Dalton

Finance Chair: Ald. Johnson
Vice-Chair: Ald. Slowinski

Ald. Slowinski **moved**, Ald. Johnson seconded, to approve the list of actions by the committees.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

7. Adjournment.

Adjourned at 4:26 p.m.

**CITY OF STEVENS POINT
SPECIAL MEETING OF THE COMMON COUNCIL**

Zoom Conference Call Meeting

**Stevens Point Police Community Room
933 Michigan Ave**

**April 22, 2020
4:00 P.M.**

Mayor Mike Wiza, Presiding

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

EXCUSED: Ald. Zarazua.

OTHERS

PRESENT: Clerk Krautkramer, Attorney Beveridge, C/T Ladick, Dir. Kernosky, HR Manager Jakusz, Media Manager Quirk.

Consideration and Possible Action on the Following:

- 2. Discussion/Possible Action regarding the late payment of property taxes, pursuant to 2019 Wisconsin Act 185 – Relating to state government response to the COVID-19 pandemic**

Ald. Morrow **moved**, Ald. Fishler seconded, to approve the extension of the taxes.

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

- 3. Request to hire a limited term employee (LTE) in Community Media**

Ald. Johnson **moved**, Ald. Nebel seconded, to approve the request to hire a limited term employee in Community Media.

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

- 4. Adjournment**

Adjourned at 4:24 p.m.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION**

**TUESDAY, APRIL 21, 2020
Stevens Point Police Department
933 Michigan Avenue**

1. **Roll Call:** Commissioners Kirschling, Moore, Ostrowski, and Wescott appeared Telephonically; Commissioner Carlson appeared in person

Also Present: In person: Fire Chief Finn, Assistant Chief Zenner, Assistant Chief Rottier, Kevin Ruder, Lt. Greg Bean, Brandi – SP Metro Wire

Dean Dietrich appeared telephonically

2. **Discussion, with possible action, Memorandum of Understanding with Stevens Point Firefighters IAFF Local 484 regarding bonus sick day accrual**

Commissioner Ostrowski moved, seconded by Commissioner Kirschling, to authorize Commissioner Carlson to sign the Memorandum of Understanding in President Wescott's absence as presented.

Ayes, all; nays, none. Motion carried.

3. **Discussion, with possible action, Memorandum of Understanding with Stevens Point Firefighters IAFF Local 484 regarding vacation changes/carryover**

Commissioner Wescott moved, seconded by Commissioner Kirschling, to authorize Commissioner Carlson to sign the Memorandum of Understanding in President Wescott's absence as presented.

Ayes, all; nays, none. Motion carried.

4. **Discussion, with possible action, for authorization for hiring three firefighters/paramedics from eligibility list**

Commissioner Wescott moved, seconded by Commissioner Carlson, to approve conditional offers of employment to three firefighters on the eligibility list pending the successful completion of all hiring tests and protocols.

Ayes, all; nays, none. Motion carried.

5. **Consideration of motion to adjourn into closed session pursuant to Wis. Stats. Section 19.85 (1) (c) and (f) of the Wisconsin Statutes for the purpose of considering employment of a public employee over which the commission has jurisdiction and considering medical, social or personal histories and disciplinary data of specific persons, including (1) discussion of disciplinary order issued to police chief and items related to disciplinary order, (2) discussion of communication from SPPOO regarding disciplinary action and (3) discussion of appeal process for disciplinary action involving firefighter. The commission will adjourn from the closed session without reconvening into open session.**

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

Ayes, all; nays, none. Motion carried.

The commission adjourned from closed session.

REPORT OF CITY PLAN COMMISSION

May 4, 2020 – 6:00 PM
Zoom Conference Call Meeting

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

ALSO PRESENT: Director Kernosky, City Attorney Beveridge, Secretary Mohr, Alderperson Jennings, Alderperson Shorr, Alderperson Nebel, Alderperson Zarazua, Alderperson Johnson, Alderperson Shorr, Alderperson Leek, Alderperson Dalton, Alderperson Fishler, Alderperson Morrow, Bill Schierl, Taylor Hale, Gene Schulfer, Bob Woehr, and unidentified audience members via Virtual Zoom Meeting.

INDEX:

1. Roll call.

Discussion and possible action on the following:

2. Report of the April 6, 2020 meeting of the Plan Commission
 3. Public Hearing and Action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code, specifically Section 23.02(1)(f)(4) and Section 23.02(1)(g)(4) to reduce the minimum lot area for two-unit dwellings in the R-4 "Multiple Family I Residence District" and R-5 "Multiple Family II Residence District" from 10,000 square feet to 8,000 square feet
 4. Consideration of a request from Corey Kealiher for a Conditional Use Permit to operate a Tourist Rooming House where the owner does not reside on the premise at 133 Second Street (Parcel ID 281240829300311)
 5. Discussion Only - Ordinance Amending the Revised Municipal Code of the City of Stevens Point, Wisconsin, Chapter 23 (Zoning Code) relating to the operation of Non-Owner-Occupied Tourist Rooming Houses in Residential Zoning Districts
 6. April, 2020 Monthly Report
 7. Staff Update
 8. Adjourn.
-

1. Roll call.

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

Discussion and possible action on the following:

2. Report of the April 6, 2020 meeting of the Plan Commission

Motion by Commissioner Cooper to approve the report of the April 6, 2020 meeting Plan Commission; seconded by Commissioner Haines.

Motion carried 7-0.

3. Public Hearing and Action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code, specifically Section 23.02(1)(f)(4) and Section 23.02(1)(g)(4) to reduce the minimum lot area for two-unit dwellings in the R-4 "Multiple Family I Residence District" and R-5 "Multiple Family II Residence District" from 10,000 square feet to 8,000 square feet.

Director Kernosky summarized feedback from previous Plan Commission meeting conversations stemming

from a preliminary plan for 17 two-family dwellings, or 34-unit development. At that time, there was further support to reduce the minimum lot area for two-family dwellings down further to 8,000 square feet as opposed to the initial suggested 10,000 square feet. As such, the current public hearing had been drafted to reflect that previous discussion. The Director reviewed the proposed amendments before stating staff support for higher density development, noting it was consistent with other communities of the City's size and recommended approval.

Commissioners made the following comments:

1. Inquiry as to when the minimum lot area sizes were established and why, to which staff noted that they would need to review or discuss with predecessors to obtain that information. Staff now saw it as reverting back to traditional style development that favored density on single lots, which was also consistent with current trends.
2. Comment that the move towards increased density was complimentary to the current and draft Comprehensive Plan.

Mayor Wiza declared the public hearing open.

Mayor Wiza declared the public hearing closed.

Motion by Commissioner Hoppe to approve the request from request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code, specifically Section 23.02(1)(f)(4) and Section 23.02(1)(g)(4) to reduce the minimum lot area for two-unit dwellings in the R-4 "Multiple Family I Residence District" and R-5 "Multiple Family II Residence District" from 10,000 square feet to 8,000 square feet; seconded by Commissioner Haines.

Motion carried 7-0.

4. Consideration of a request from Corey Kealiher for a Conditional Use Permit to operate a Tourist Rooming House where the owner does not reside on the premise at 133 Second Street (Parcel ID 281240829300311)

Mayor Wiza reminded the commission that the request had been before them at the previous Plan Commission meeting, but there had been some additional questions and concerns regarding police and property maintenance.

Director Kernosky noted that the Public Hearing portion of the request had been satisfied in the previous month, and further reiterated that staff had been directed to investigate police and property maintenance violations. After review, staff found one property maintenance violation relating to improper parking in January 2019 and one noise complaint in 2018, but otherwise felt that these did not justify denial of the conditional use permit. Staff recommend approval with conditions outlined in the staff report.

Commissioners made the following comments:

1. Due to some evidence of complaints, a suggestion was made to review the Conditional Use Permit in one year.
2. Inquiry as to whether a property manager resided in City, to which staff confirmed that the applicant and owner lived in the City and that they were required to have a locally designated agent per the recommended conditions.

Mayor Wiza asked for comments from the audience, to which there were none.

Motion by Commissioner Arntsen to amend the conditions of approval to add the following:

1. **The Conditional Use Permit shall be reviewed within 12 months, by June 1, 2021, upon which Community Development staff shall have the authority to approve the use to continue. If staff**

determines any conditions of approval or standards of review have been jeopardized, the use may be further reviewed by the Plan Commission and Common Council.

seconded by Alderperson Kneebone.

Motion carried 7-0.

Motion by Commissioner Hoppe to approve the request from Corey Kealiher for a Conditional Use Permit to operate a Tourist Rooming House where the owner does not reside on the premise at 133 Second Street (Parcel ID 281240829300311) with the following:

- 1. The establishment shall have a current license, as required by the Wisconsin Department of Health Services, Wisconsin Administrative Code Chapter 195.**
- 2. Owner shall register with Clerks and/or Treasurer's office and shall pay room tax as required under Sec. 4.13 of the Stevens Point Revised Municipal Code.**
- 3. Maximum tourist occupancy shall comply with the minimum performance standards in the underlying zoning district regulations, parking regulations, and applicable building, fire, and occupancy codes, as amended. This shall require inspection by the Building Inspector or Zoning Administrator.**
- 4. The property shall be subject to an annual inspection by the inspection and/or fire departments. The owner shall be responsible for all costs associated with the inspection(s).**
- 5. The property should have a locally designated agent or property manager on file with the Community Development Office.**
- 6. The establishment shall have a registry available on-site for inspection, indicating the identity of all guests, dates of stay, acknowledgement of operator presence or absence during stay, and length of stay. The registry shall include all information from the current registry year and the year immediately prior.**
- 7. The Conditional Use Permit shall be reviewed within 12 months, by June 1, 2021, upon which Community Development staff shall have the authority to approve the use to continue. If staff determines any conditions of approval or standards of review have been jeopardized, the use may be further reviewed by the Plan Commission and Common Council.**

seconded by Commissioner Arntsen.

Motion carried 7-0.

- 5. Discussion Only - Ordinance Amending the Revised Municipal Code of the City of Stevens Point, Wisconsin, Chapter 23 (Zoning Code) relating to the operation of Non-Owner-Occupied Tourist Rooming Houses in Residential Zoning Districts**

Director Kernosky noted that previous discussion regarding revising the Municipal Code as it related to Non-Owner-Occupied Tourist Rooming Houses in Residential Zoning Districts had been before the commission at last month's meeting. Recommendations and amendments had been drafted based on comments, feedback, and concerns presented and were summarized as proposed. If the commission was receptive to the draft, staff would move forward with publishing an official Public Hearing request for the June 2020 Plan Commission meeting.

Commissioners made the following comments:

- 1. Clarification requested on who would qualify to operate as a Tourist Rooming House, renting terms and requirements.**

2. Clarification requested on 'owner' versus 'operator' definitions as both were used in the draft, to which staff agreed to remove 'operator' for 'Owner-occupied', and 'Non-owner' would remain as 'operator'.
3. Agreement with public comment that there was a lack of insurance requirements, and that some insurances specifically omitted items such as ride shares or rentals.
4. General comments that moves to further modify or limit Tourist Rooming houses seemed contrary to initial goals of providing diverse lodging in the City, and financial flexibility for home owners.
5. General comment to how they could prevent apartments from acting like hotels as it could be difficult to prove for enforcement.
6. Support for both maintaining owner presence on-site during tourist occupancy to ensure safety by some commissioners, and support for not having the owner presence during stays due to the uncomfortable nature that could be present, especially for individuals traveling alone.
7. Suggestion to allow renting owner-occupied residences for a limited time while the owner was traveling, and so long as it remained their primary residence. However, enforcement could prove difficult.
8. Comment that limiting the use would turn into an equity issue between landowners.

Mayor Wiza asked for comments from the audience.

Aldersperson Jennings (District One) noted their agreement to the proposed changes, feeling that the City had made an initial error in how they had approved the use, but were now taking good approaches in correcting it.

Aldersperson Nebel (District Three) thanked staff for their work on the amendments, and agreed that a commercial or business insurance requirement was lacking.

Bill Schierl, owner and operator of Claflin House, made himself available for questioning. They provided brief testimony about going through the Tourist Rooming House process several years ago, noting that as a primarily commercial transaction, they should recommend having commercial insurance due to greater liability for personal damage or injury. They didn't think that the Common Council should have extended short-term rentals within primarily residentially-owned neighborhoods.

Aldersperson Nebel (District Three) stated that the Stevens Point Housing study cautioned against increased rentals and noted the need for more single-family homes. The point, she stated, was to have rentals converted back to single-family dwellings, and not to be purchased to primarily be used as rentals.

Bill Schierl noted that the Executive Director for the Stevens Point Visitor's Bureau, Sara Brish, had spoken in favor of short-term rentals. However, if commercial activity was occurring, and there was a transaction being made, the applicants should be bringing forward a zoning request before the commission.

Aldersperson Shorr (District Two) noted that while it was more reasonable to allowing more in denser areas, he was supportive of having the owner or host present during tourist occupancy as the intent would be to mitigate any issues that could arise.

Mayor Wiza urged residents or interested parties to submit any additional feedback or comments to the Community Development Department. No action was taken.

6. April, 2020 Monthly Report

Director Kernosky indicated that the City and department staff were staying busy through April, noting that projects had continued to come forward during the safer-at-home order. Values and issued permits were still trending positively even with COVID-19.

7. Staff Update

Director Kernosky provided the following updates:

1. The new Associate Planner/Zoning Administrator, Adam Kuhn, would begin Wednesday, May 13. Mark Kordus and Scott Omernik had taken on several Zoning Administrative duties in the interim.
2. Most Community Development and Assessor staff were working remotely, but on-site transitioning would begin in the coming week, with property maintenance enforcement expected to continue as normal.
3. The June 2020 Plan Commission meeting was already shaping up to contain a multitude of Public Hearings and requests.

8. Adjourn.

Meeting adjourned at 7:01 PM.

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

Community Development Report - April 2020

Construction Report

New Construction	# of Permits	Location	Declared Valuation	Fees	
Single Family	1	2425 Eagle Summit	\$260,000.00	\$1,163.00	
	1	2001 River View Ave, Site #73	\$59,564.00	\$683.00	
	1	3200 Water St, Site #52	\$48,336.00	\$683.00	
Two Family	1	908 Fifth Ave	\$151,400.00	\$1,163.00	
Multi-Family	-	-	-	-	
Commercial/Industrial	3	501 Michigan Ave N (BLD/PLB/ELE)	\$22,335,750.00	\$12,834.91	
*					
Additions or Alterations	# of Permits	Declared Valuation	Fees		
Residential	82	\$496,390.51	\$5,490.34		
Commercial	22	\$1,953,642.00	\$19,862.71		
Monthly Permits	Monthly Valuation	Monthly Fees	YTD Permits	YTD Valuation	YTD Fees
111	\$25,305,082.51	\$41,879.96	365	\$30,830,185.49	\$85,411.76
				\$41,608,553.78	\$171,620.56
				\$21,016,418.92	\$160,962.22
				\$7,511,676.73	\$76,092.53

* SEVENTHWORLD: New 64-Room Hotel HVAC permit pending issuance.

** PJ Jacobs interior remodel values projected for May Report.

Violation Report

Exterior Structure Complaints	Violations	Fees
Multiple Exterior Property Violations	0	0
Exterior Property Violations	0	0
Accumulation of Rubbish or Garbage	5	5
Grass or Weeds	0	0
Improper Parking of Vehicles	4	4
Improper Storage of Refuse or Refuse Carts	0	0
Snow and Ice	0	0
Storage of Household Items Outside	4	4
Unlicensed or Inoperable Vehicles	1	1
Unsanitary Conditions	0	0
Exterior Building or Structure Violations	1	1
Defective Sidewalks, Driveways	0	0
Defective Protective Treatment	0	0
Defective Exterior Walls, Roofs, Windows, Doors	0	0
Interior Structure Complaints	Violations	Fees
Multiple Interior Structure Violations	0	0
Interior Structure Violations	0	0
Multiple Violations	Violations	Fees
General Case	14	14
Other Violations	Violations	Fees
Rodent or Pest Violations	0	0
Fire Prevention Violations	0	0
No Heat Violation	0	0
Electrical Violations	0	0
Nuisance Violations	0	0
Mechanical Violations	0	0
Signage Violations	0	0
Plumbing Violations	0	0
Improper Occupancy: Multi-Family Dwelling	0	0
Improper Occupancy: Residential Dwelling	0	0
Visibility Obstruction Violations	0	0
Unlawful Animal	0	0
Land Use Violations	0	0
Loss of Pre-existing Use Status	0	0
Work w/o Historic Preservation Review	0	0
Work Without Permit	6	6
Open Permit Status	1	1
Total Violations / Total Service Fees Billed	Violations	Fees
6/6 Tagged or Verbal = 100% Compliance	36	\$500

MEETING MINUTES
BOARD OF PARK COMMISSIONERS
May 6, 2020 AT 6:30 P.M.
Meeting held via Zoom online meeting

- 1. Roll Call**
- 2. Approval of the March 4, 2020 Minutes**
- 3. Lease agreements with Golden Sands Resource Conservation & Development council, Inc. for garden sites located at 300 Franklin Street and on the corner of West Cornell and West Whitney streets (Mead Park).**
- 4. Emerson Park Concept Plan Design**
- 5. Bench request for Bukolt Park by Prime Water Anglers**
- 6. Election of Officers (Chairperson and Vice Chairperson).**
- 7. Maintenance Agreement with North Central Conservancy Trust for property parcels adjacent Bukolt Park.**
- 8. Director's report**
- 9. Adjournment**

1. Roll Call

Present: Freckmann, Glodosky, McDonald, Okonek, Przybylski, Slowinski, Shorr, Alderperson Zarazua

Absent: Hall, Kirsch

Also Present: Director Dan Kremer, Alder Meleesa Johnson, Alder Cindy Nebel, Amy Thorstenson

2. Approval of the March 4, 2020 Minutes

Motion by McDonald, seconded by Okonek to approve the March 4, 2020 Minutes.

Ayes all; Nays none; Motion carried.

3. Lease agreements with Golden Sands Resource Conservation & Development council, Inc. for garden sites located at 300 Franklin Street and on the corner of West Cornell and West Whitney streets (Mead Park).

Motion by McDonald, seconded by Okonek to approve lease agreements with Golden Sands Resource Conservation & Development council, Inc. for garden sites located at 300 franklin Street and on the corner of West Cornell and West Whitney streets (Mead Park). Amy Thorstenson from Golden Sand RC&D reported garden sign ups have increased and the gardens are open since May 1, 2020.

Ayes all; Nays: none; Motion carried.

4. Emerson Park Concept Plan Design

Director Kremer presented on the updated concept design for Emerson Park. Alder Meleesa Johnson, Friends of Emerson Park member, spoke to the great relationship between the Parks Department, Rettler Corporation, UWSP, the Friends of Emerson Parks and all the community members to move the project forward. The Friends of Emerson Park continue to update the park neighbors about new plans and meetings. Przybylski asked about a dedication to the history of the site. Alder Johnson said there are plans to incorporate a dedication of the site and community history.

Motion by Okonek, seconded by Przybylski to approve the new Emerson Park concept plan design.

Ayes: all; Nays: none; Motion Carried

5. Bench request for Bukolt Park by Prime Water Anglers

Motion by McDonald, seconded by Okonek to deny the bench request for Bukolt Park by Prime Water Anglers. The board recommends staff develop a memorial bench program.

Ayes all; Nays none; Motion carried.

6. Election of Officers (Chairperson and Vice Chairperson).

Gladosky nominated McDonald for Park Commission Board Chairperson.

Ayes all; Nays none; Motion carried.

McDonald nominated Gladosky as Park Commission Board Vice Chairperson.

Ayes all; Nays none; Motion carried.

7. Maintenance Agreement with North Central Conservancy Trust for property parcels adjacent Bukolt Park.

Motion by Sorenson, seconded by Alder Zarazua to approve the maintenance agreement with North Central Conservancy Trust for property parcels adjacent Bukolt Park.

Ayes all; Nays none; Motion carried.

8. Director's report

Administration

- Online reservation went live on Friday, May 1 st via CivicRec program. Anne Hylla and Kate Gullickson were instrumental in getting this programmed and ready to roll out to the community.
- I have delayed seasonal hiring and overtime expenditures during the month of May except for a handful of seasonal employees we needed to complete our essential duties due to loss of 2 full time staff for the next several weeks who are out on leave. We have our regular number of seasonal employees on stand by and hope to hire them for a normal full-time schedule if restrictions improve after May 26.
- We were on a modified schedule for a few weeks in late March and early April in response to Covid-19 but have now transitioned into everyone reporting to work on a normal schedule. We have spread staff out through 6 work site locations to limit employees being in the same spot. We have also increased our daily sanitizing and cleaning of touchable surfaces. The staff has

responded to Covid-19 incredibly well thus far and has continued to keep our parks safe for people to enjoy.

Forestry

- Spring tree planting is in full swing.
- We were unable to celebrate a traditional Arbor Day this year but the department will be doing a separate celebration for Arbor Day at a later date.
- Performing playground structure repairs to be ready for them to possibly open in late May.

K.B. Willett Arena, Goerke Stadium, Pool

- KB Willett is receiving LED light upgrades above the ice area. This is being paid for via an energy efficiency grant through the Treasurer's office.
- K.B. Willett ice is out and available for summer use and rental once we are allowed to do so via Safer and Home expiration
- Swimming Pool filter project is in full swing and over half done. Contractor will fill the pool to test the equipment when they finish in late May. o We continue to monitor guidance from the state about if pools will be allowed to open this summer. We are building out a plan to open on time and a plan to open a month late. We also are preparing if we are not allowed to open due to regulations, timing or lifeguard availability. This is a very fluid situation we are continuing to monitor and will provide updates in June.

Parks

- Lodge rentals, special events, and activities are all cancelled through May 26
- All playgrounds, swings and play structures are closed through May 26
- Park locations are open for walking, running, hiking, bicycling, exercising and passing through • Mead shelter, Iverson main restroom, Bukolt Boat Landing and Goerke West restrooms are open and cleaned and disinfected once daily including the weekends
- Tennis courts, skate park, disc golf courses, Goerke Community Stadium are all open. Signs have been posted with guidelines that must be followed in order for the facilities to remain open
- Park security has started patrolling in the evenings on a reduced schedule of 8 pm to 11 pm.
- Pfiffner Pioneer Park irrigation project began Thursday.

Riverfront Rendezvous

- Being evaluated and discussed with planning team, local health officials and the Wisconsin Park and Recreation Association as we continue to monitor the Covid-19 guidance and regulations. An announcement will be made later in May for the festival.

Our park spaces have become a safe haven during Covid-19 response and we are seeing record numbers of people using them. We are fortunate to have these spaces for our community, especially during these challenging times.

"Crowded parks may lead to closed parks, please do your part to follow CDC guidelines"

9. Adjournment

Motion by Okonek, seconded by Sorenson to adjourn the meeting 7:33pm

Ayes all; Nays none; Motion carried.

**City of Stevens Point
Airport Commission
Monday, May 11, 2020
12:30 P.M.**

MINUTES

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

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

Index

- 1. Approval of April 13, 2020 minutes.**
- 2. Approval of Department Claims.**
- 3. Contract renewal with Eastern Aviation Fuels.**
- 4. Written Report.**
- 5. Verbal Report.**
- 6. Adjournment.**

1. **Approval of April 13, 2020 minutes.**

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the minutes of the April 13, 2020 Airport Commission meeting.

Ayes all. Nays none. Motion carried.

2. **Discussion and possible action on approval of department claims.**

AIRPORT

Paul Adamski presented the statement of claims for the April. The balance as of April 1, 2020 was \$296,296.56. The bank deposits recorded in April 2020 were \$14,085.39. Checks issued in April 2020 numbered 2207 through 2224 were in the amount of \$28,812.32. The net balance on hand April 30, 2020 was \$281,569.63.

Motion made by Anna Haines, seconded by Mae Nachman to approve the department claims for the month of April 2020 as audited and read.

Ayes all. Nays none. Motion carried.

3. **Contract renewal with Eastern Aviation Fuels.**

Jason said we've enjoyed exceptional service with Eastern Aviation's current contract and it would be his recommendation to approve the contract renewal with Eastern Aviation Fuels.

Ray asked if the contract is identical to the last contract. Jason stated yes except for some special pricing on a replacement Jet A re-fueler truck.

Anne asked if the City Attorney reviews all contracts. Joel explained the original contract was but the renewal was not.

Carl asked if there would be any concerns with competitors not getting a chance to submit a proposal. Jason stated RFP's are typically not done if the Airport has been branded in the past. He has received proposals from other competitors and he reviews them as they come in and keeps them on file and has found none to be as competitive.

Paul asked if it is standard to have five-year contract. Jason said it is standard.

Motion made by Mae Nachman, seconded by Anna Haines to approve the contract renewal with Eastern Aviation Fuels.

Ayes all. Nays none. Motion carried.

4. **Written report provided.**

Anna commented on the low numbers are due to the pandemic. Jason explained the cancellation of EAA and the Stevens Point air show will affect the bottom line.

The Commission questioned if we should review the budget. Jason explained he will talk with Mary about trial balances to see where we are at and how it will affect us.

Jason applied for the CARES Act Funding that we are going to be granted by Federal Aviation Association and the Bureau of Aeronautics that's meant to reimburse revenue loss. We need to wait for those funds to be appropriated to know for sure. They have allocated \$69,000.

Once the funds are approved, Paul stated we can revise budget at that time.

The Commission reviewed the manager's report for April.

5. **Verbal report.**

Jason explained that due to Repavement Project our hangar area is torn up now. They are keeping the hangars and aircraft accessible for airplane owners so they can operate.

6. **Adjournment.**

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

MEETING ADJOURNED

12:31 pm

The next Airport Commission meeting will be on Monday, July 13, 2020 immediately following the Board of Water & Sewerage Commission meeting.

AIRPORT COMMISSION

A handwritten signature in cursive script, appearing to read 'Carl Rasmussen', is written in black ink.

CARL RASMUSSEN, SECRETARY

**City of Stevens Point
Board of Water and Sewerage Commissioners
Monday, May 11, 2020
12:00 P.M.**

MINUTES

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

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

Index

- 1. Approval of April 13, 2020 minutes.**
- 2. Approval of Department Claims.**
- 3. Water Supply and Distribution Reports.**
- 4. Sewage Treatment Operations Report.**
- 5. Current Project Updates – Wastewater.**
- 6. Collection System Maintenance Report.**
- 7. Stormwater Operations.**
- 8. Community Area Network Report.**
- 9. Directors Report.**
- 10. Adjournment.**

1. **Approval of minutes of the April 13, 2020 meeting.**

Motion made by Mae Nachman, seconded by Anna Haines to approve the minutes of the April 13, 2020 Water & Sewerage Commission meeting.

Ayes all. Nays none. Motion carried.

2. **Approval of Department Claims.**

WATER DEPARTMENT

Paul Adamski presented the statement of claims for the Water Utility for April. The balance as of April 1, 2020 was \$3,534,532.25; the bank deposits recorded in April 2020 were \$1,308,707.34. Checks issued April 2020 numbered 54151 through 54224 were for \$1,106,903.72. The net balance on hand April 30, 2020 was \$3,736,335.87.

WASTEWATER DEPARTMENT

Paul Adamski presented the statement of claims for the Sewage Treatment Utility for April. The balance as of April 1, 2020 was \$5,528,996.26; the bank deposits recorded in April 2020 were \$1,680,761.17. Checks issued April 2020 numbered 34448 through 34508 were for \$1,061,260.75. The net balance on hand April 30, 2020 was \$6,148,496.68.

STORMWATER DEPARTMENT

Paul Adamski presented the statement of claims for the Stormwater Utility for April. The balance as of April 1, 2020 was \$687,166.32. The bank deposits recorded in April 2020 were \$181,230.01. Checks issued April 2020 numbered 2761 through 2781 were for \$73,483.70. The net balance on hand April 30, 2020 was \$794,912.63.

Motion made by Ray Schmidt seconded by Carl Rasmussen to approve the department claims for the month of April 2020 as audited and read.

Ayes: Carl Rasmussen, Mae Nachman, Anna Haines & Ray Schmidt

Abstention: Paul Adamski

Nays: None. Motion carried.

3. **Water Supply and Distribution Reports.**

Eric stated hydrant flushing started this week. A crew of four people will be working nights flushing all hydrants throughout the City.

Our pumpage in April was 127,470,000 gallons, a decrease of 8,243,000 gallons of water from April 2019.

4. **Sewage Treatment Operations Report.**

Chris stated all permit requirements were met for the month of April.

Miron Construction should be finished by the end of the month with the WWTP Digestion and Dewatering Project. Digester 3 should be going online by the end of the week. They did get DNR approval for Class A biosolids.

The lift station projects are almost done. They just have the Echo Dells lift station to do finish yet.

B.O.D. (3 average ppm), Phosphorus (.284 average ppm) and Suspended Solid (6.93 average ppm) limits were met for the month of April 2020.

5. **Current Project Updates – Wastewater.**

Joel summarized the graphs included with the packets regarding the status of the projects.

6. **Collection System Maintenance Report.**

Craig explained the flushing process of sanitary sewer mains.

A report for the month of April was provided to the Commission.

7. **Stormwater Operations.**

8. **Community Area Network Report.**

Joel explained they are still working on the school system project.

9. **Directors Report.**

Joel explained why the agenda looks different, this being the first meeting using Civic Clerk.

Joel discussed sending out packets electronically verses hard copies.

Joel explained staff levels and work rotations due to the Covid19 Pandemic.

10. **Adjournment.**

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

MEETING ADJOURNED
12:21 pm

The next Board of Water & Sewerage Commission meeting will be held on Monday, July 13, 2020 at noon.

BOARD OF WATER AND SEWERAGE COMMISSIONERS

A handwritten signature in cursive script, appearing to read "Carl Rasmussen".

CARL RASMUSSEN, SECRETARY

CITY OF STEVENS POINT

SPECIAL BOARD OF PUBLIC WORKS MEETING

Monday, May 5, 2020

Zoom Video Conferencing Meeting
(See Notes on Page 2 to Participate)

MINUTES

PRESENT: Mayor Mike Wiza, Director of Public Works Scott Beduhn, Comptroller/Treasurer (C/T) Corey Ladick and Tricia Church; **Alderpersons:** Tori Jennings(1st), Mykeerah Zarazua(4th), Jeremy Slowinski (6th), Mary Kneebone(7th) and Shaun Morrow(11th).

ALSO PRESENT: Alderperson Cindy Nebel(3rd).

Director Beduhn called the Board of Public Works Meeting to order at 4:30 p.m. The meeting was held on Tuesday, May 5, 2020 by Zoom Video Conferencing.

1. Election of Chairperson.

Director Beduhn called for nominations for Chairperson.

Alderperson Jennings commented that she feels that it is unacceptable for Mayors to be Chairpersons of multiple committees.

With that, Alderperson Jennings nominated Alderperson Jeremy Slowinski for Chairperson.

Director Beduhn asked if there were any other nominees.

Alderperson Morrow stated that although he understands where Alderperson Jennings is coming from, he still nominates Mayor Wiza for Chairperson due to his experience.

Director Beduhn stated that we have nominations for Alderperson Slowinski and Mayor Wiza.

Director Beduhn asked if there were any other nominees.

Director Beduhn asked again if there were any other nominees.

Director Beduhn asked one last time if there were any other nominees.

Mayor Wiza commented that since he has been in this position, it has been his intent to put the most interested, the best qualified and the most able persons in those committees. He thanked Alderperson Morrow for considering him for Chairperson.

Director Beduhn stated as there were multiple nominees; we will cast votes for Chairperson.

Aldersperson Slowinski asked how much time would be required for committing to Chairperson because he works out of town all week during the day. He wanted to make it clear that if he is nominated Chairperson that he is not available at all during the day.

Director Beduhn stated that he does not specifically know how much time would need to be involved but it could be difficult if that is the case.

Aldersperson Slowinski respectfully declined the nomination for Chairperson because of his concern with not being available at all during the day.

Director Beduhn stated that since Aldersperson Slowinski respectfully declined his nomination, we have one nominee for Mayor Wiza for Chairperson.

Director Beduhn declared the nominations closed and asked for a motion for Mayor Wiza for Chairperson

Aldersperson Kneebone made the motion to accept Mayor Wiza for Chairperson; seconded by Aldersperson Morrow.

Ayes majority; nays minority; motion carried.

2. Election for Vice-Chairperson.

Chairperson Mayor Wiza opened for nominations of Vice-Chairperson for the Board of Public Works.

Aldersperson Kneebone nominated Aldersperson Jennings for Vice-Chairperson.

Mayor Wiza asked if there were any other nominations for Vice-Chairperson.

Aldersperson Morrow nominated Aldersperson Slowinski if he is willing to do it.

Aldersperson Slowinski reiterated his limitations but would be happy to serve as Vice-Chairperson.

Aldersperson Kneebone nominated Aldersperson Slowinski for Vice-Chairperson.

Mayor Wiza asked if there were any other nominations.

Mayor Wiza asked again if there were any other nominations.

Mayor Wiza asked one last time if there were any other nominations.

Mayor Wiza stated seeing none he closed the nominations.

Mayor Wiza asked Aldersperson Jennings if she is willing to accept the nomination for Vice-Chairperson to which she replied yes.

Mayor Wiza set up a poll through Zoom Video Conferencing; however, himself and Aldersperson Slowinski are unable to vote through the poll so will have to do a voice vote.

Mayor Wiza ended the Zoom polling and stated that he is voting for Alderperson Slowinski.

Mayor Wiza asked Alderperson Slowinski who he is voting for to which he stated he would vote for himself.

Mayor Wiza stated in sharing the results, there were 3 votes for Alderperson Jennings and 4 votes for Alderperson Slowinski.

Alderperson Slowinski is therefore elected Vice-Chairperson for the Board of Public Works Committee.

- 3. ADJOURNMENT: Chairperson Mayor Wiza adjourned the Special Board of Public Works Meeting at 4:49 p.m.**

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

Monday, May 11, 2020

Zoom Conferencing Meeting ID: 825 4294 4452

MINUTES

PRESENT: Chairperson Mayor Wiza, Director of Public Works Scott Beduhn, Comptroller/Treasurer (C/T) Corey Ladick, Tori Jennings(1st), Mykeerah Zarazua(4th), Jeremy Slowinski(6th), Mary Kneebone(7th) and Shaun Morrow(11th).

ALSO PRESENT:

ALDERPERSONS: David Shorr(2nd), Cindy Nebel(3rd), Meleesa Johnson(5th), Thomas Leek(8th), Polly Dalton(9th) and Keely Fishler(10th).

DIRECTORS: Joel Lemke – Public Utilities & Transportation, Dan Kremer – Parks & Recreation Facilities and Ryan Kernosky – Inspection & Development.

OTHER CITY STAFF MEMBERS: City Attorney Andrew Beveridge, City Clerk Karlyn Krautkramer, Media Manager John Quirk, Fire Chief Bob Finn, Interim Police Chief Tom Zenner, Human Resource Manager Lisa Jakusz, Administrative Assistant to Mayor Kelly Pazdernik.

OTHERS PRESENT: Bob Woehr – 727 Second Street.

ROLL CALL:

Roll call proved everyone present.

Chairperson Mayor Wiza called the Board of Public Works Meeting to order at 6:20 p.m. The meeting was held on Monday, May 11, 2020 by Zoom Video Conferencing.

INFORMATIONAL:

A. Director's Report.

Director Beduhn gave an update on the TAP Grant and road construction projects.

No action is needed on this agenda item.

DISCUSSION AND POSSIBLE ACTION:

A. To award the 2020 Road Resurfacing Project #20-01 to Haas Sons Inc. out of Thorp, WI in the amount not to exceed \$1,347,389.38.

Aldersperson Morrow moved to approve the Road Resurfacing Project to Haas Sons Inc. out of Thorp in the amount not to exceed \$1,347,389.38; seconded by Aldersperson Slowinski.

Ayes all; nays none; motion carried.

B. To consider amendments to Chapter 9, Subsection 05 as it relates to Parking.

Aldersperson Jennings moved to approve the amendments; seconded by Aldersperson Kneebone.

Ayes all; nays none; motion carried.

ADJOURNMENT:

Chairperson Mayor Wiza adjourned the May 11, 2020 Board of Public Works meeting at 6:34 p.m.

Transportation Commission Meeting Monday, May 11, 2020

Minutes

Commissioners in attendance via Zoom meeting: Chairperson Nichole Lysne, Tom Bertram, Karalyn Peterson, Ald. Mary Kneebone, Fred Hopfensperger, Ald. Thomas Leek

Excused: N/A - One vacancy remains on the Commission at this time.

Others in attendance: Joel Lemke-Public Utilities and Transportation Director, Susan Lemke Transportation Superintendent.

The meeting was called to order by Chairperson Nichole Lysne at 4:47 p.m.

1. Roll Call.

Roll call was taken and introductions were made to Ald. Thomas Leek who was recently appointed to the Transportation Commission.

2. Approval of the March 9, 2020 Transportation Commission meeting minutes.

Fred Hopfensperger moved to approve the minutes from the March 9, 2020 Transportation Commission meeting. Karalyn Peterson seconded. Ayes all; Nays none; Motion carried.

3. Approval of the March 2020 financial/claims report.

Tom Bertram moved to approve the March 2020 financial/claims report. Fred Hopfensperger seconded. Ayes all; Nays none; Motion carried.

4. Approval of the April 2020 financial/claims report.

Fred Hopfensperger moved to approve the April 2020 financial/claims report. Karalyn Peterson seconded. Ayes all; Nays none; Motion carried.

5. Approval of action taken by the Transportation Commission Chair, Nichole Lysne, and Director Lemke to adjust Central Transportation services due to the COVID-19 pandemic.

In an effort to reduce the potential for spreading the Coronavirus to staff and clients a number of decisions were made by Chairperson Nichole Lysne and Director Lemke. Based on communications with the University of Wisconsin Stevens Point it was determined the Late Night Transit, and Saturday services would be discontinued and a reduction in service hours were introduced for the Campus Connection routes. A decision was made to discontinue charging fares on the fixed route bus system, which significantly reduced the potential for contamination for the Bus Operators. Fred Hopfensperger moved to approve all action taken by Chairperson Nichole Lysne and Director Lemke for the COVID-19 pandemic. Karalyn Peterson seconded. Ayes all; Nays none; Motion carried.

6. Discussion and approval to accept federal "CARES Act" (Coronavirus, Aid, Relief, and Economic Security Act) funding for the 2020 5311 operating budget.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law by Congress to aid public transit systems' response to the wide-ranging effects of the COVID-19 pandemic. The CARES Act funds cover 100 percent of net operating costs

(expenses minus revenues) from January 20th, 2020 forward. CARES Act funds can be carried over to assist with 5311 operating costs in 2021 and possibly beyond. Central Transportation also receives 85.20 state funding to assist in operating costs. The 85.20 state funds that have been allocated to Stevens Point for CY2020 cannot be carried over. State funding not used in CY2020 will be allocated to another state transportation program. State funding requires a 20% match. WisDot has requested state public transportation programs determine how much of their allocated state funding each program wishes to accept in 2020. The 20% local match for state funding was allocated when the grant application was filed and remains available for use as local share match for state funds. Ald. Mary Kneebone moved to accept 100% of the state allocation for CY2020. Karalyn Peterson seconded. Ayes all; Nays none; Motion carried.

7. Nominations and appointment of the Transportation Commission Chair and Vice-Chair.

Mary Kneebone nominated Nichole Lysne for Transportation Commission Chair. No additional nominations were made. Nichole Lysne noted that she would accept the nomination. The Commission voted ayes all; nays none to approve Nichole Lysne as the Transportation Commission Chair. Mary Kneebone nominated Karalyn Peterson for the Transportation Commission Vice-Chair. No additional nominations were made. Karalyn Peterson noted she would accept the nomination. The Commission voted, ayes all; nays none to approve Karalyn Peterson as the Transportation Commission Vice-Chair.

8. Adjourn.

Chairperson Nichole Lysne adjourned the Transportation Commission meeting at 5:28 p.m. noting the next meeting will be held at 4:45 p.m. on June 8, 2020.

**CITY OF STEVENS POINT
SPECIAL FINANCE COMMITTEE MINUTES
Tuesday, April 21, 2020 – 4:23 p.m.
Zoom Conference Call Meeting**

PRESENT: Ald. Shorr, Johnson, Slowinski, Dalton, Morrow.

OTHERS

PRESENT: Mayor Wiza; Clerk Krautkramer; Attorney Beveridge; C/T Ladick; Asst. Chief Zenner; Alders: Jennings, Nebel, Zarazua, Kneebone, Leek, Fishler.

Discussion and possible action on the following:

1. Election of Committee Chair.

Clerk Krautkramer called for nominations for the Chair of the Finance Committee.

Ald. Slowinski nominated Ald. Johnson.

As there were no further nominations, Clerk Krautkramer declared nominations closed.

Ald. Slowinski **moved**, Ald. Shorr seconded, to close nominations and cast a unanimous ballot for Ald. Johnson.

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

2. Election of Committee Vice-Chair.

Ald. Johnson called for nominations for the Vice-Chair of the Finance Committee.

Ald. Slowinski nominated himself.

As there were no further nominations, Ald. Johnson declared nominations closed.

Ald. Morrow **moved**, Ald. Slowinski seconded, to close nominations and cast a unanimous ballot for Ald. Slowinski as vice-chair.

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

3. Adjournment.

Adjourned at 4:26 p.m.

**FINANCE COMMITTEE
MAY 11, 2020 AT 6:35 P.M.
Meeting Via Conference Call**

PRESENT: Ald. Slowinski, Morrow, Shorr, Johnson, and Dalton

ALSO

PRESENT: C/T Ladick; Mayor Wiza; City Attorney Beveridge; Clerk Krautkramer; Directors Lemke, Kernosky, Beduhn, Kremer; Fire Chief Finn; Interim Police Chief Zenner; Deputy C/T Freeberg; Ald. Kneebone, Nebel, Jennings, Zarazua, Fischler, and Leek; County Clerk Fien; Kelly Pazdernik; Bob Woehr; Alan Hovorka; Kate Gullickson; Trevor Herman; Nathan Gerbode

ITEM #1 – CALL TO ORDER.

Ald. Johnson called the meeting to order at 6:35 p.m.

Roll Call: Ald. Slowinski, Morrow, Shorr, Johnson, and Dalton.

ITEM #2 – DESIGNATION OF OFFICIAL NEWSPAPER.

Motion made by Ald. Slowinski, seconded by Ald. Dalton, to approve the designation of the Portage County Gazette as the official newspaper for the City.

Ayes: All Nays: None Motion carried.

ITEM #3 – FINANCIAL IMPACT OF CURRENT EVENTS ON THE CITY'S FINANCIAL PERFORMANCE.

C/T Ladick gave a brief presentation on how the current events are affecting the City's finances.

ITEM #4 – OPERATION OF THE MUNICIPAL POOL FOR THE CURRENT YEAR.

Motion made by Ald. Morrow, seconded by Ald. Dalton, to accept the staff recommendation of using phase 3 of the Badger Bounceback plan as the determining factor in opening the pool and using July 1st as the cutoff date.

Ayes: All Nays: None Motion carried.

ITEM #5 – MAILING ABSENTEE BALLOT APPLICATIONS TO EVERY REGISTERED VOTER FOR THE REMAINING 2020 ELECTIONS.

Discussion only item.

ITEM #6 – REVIEW OF DISBURSEMENTS FOR THE COVID-19 SMALL BUSINESS GRANT PROGRAM.

Director Kernosky gave an overview of the grants issued.

ITEM #7 – FUNDING FOR THE CORRECTION OF ERRORS IN ADMINISTERING THE COVID-19 SMALL BUSINESS GRANT PROGRAM.

Motion made by Ald. Shorr, seconded by Ald. Dalton, to approve the additional funding in the amount of \$1,925.00.

Ayes: All Nays: None Motion carried.

ITEM #8 – ACCEPT PROPOSALS FOR COMPLETING A STRATEGIC PLAN.

Motion made by Ald. Dalton, seconded by Ald. Morrow, to approve the proposal from Alchemy for completing a Strategic Plan.

Ayes: All Nays: None Motion carried.

ITEM #9 – APPROVAL OF CLAIMS PAID.

Motion made by Ald. Dalton, seconded by Ald. Morrow to approve the claims paid in the amount of \$935,861.04

Ayes: All Nays: None Motion carried.

ITEM #10 - ADJOURN INTO CLOSED SESSION (APPROXIMATELY 7:10 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 TERMS OF AN AMENDMENT TO THE DEVELOPMENT AGREEMENT RELATING TO A PROJECT AT 111 DIVISION STREET NORTH IN TAX INCREMENTAL DISTRICT #5. B. NEGOTIATING THE TERMS OF A POTENTIAL PURCHASE OF PROPERTY IN TAX INCREMENTAL DISTRICT #5.

Motion made by Ald. Morrow, seconded by Ald. Shorr, to adjourn into closed session at 8:23 P.M.

Roll Call: Ayes: Ald. Slowinski, Morrow, Shorr, Johnson, and Dalton Nays: None
Motion carried.

Adjournment in closed session at 8:56 p.m.

**CITY OF STEVENS POINT
SPECIAL PERSONNEL COMMITTEE MINUTES
Tuesday, April 21, 2020 – 4:16 pm
Zoom Conference Call Meeting**

PRESENT: Ald. Shorr, Nebel, Zarazua, Leek, Dalton,

OTHERS

PRESENT: Mayor Wiza; Clerk Krautkramer; Attorney Beveridge; C/T Ladick; Asst. Chief Zenner; Alders: Jennings, Johnson, Slowinski, Kneebone, Fishler, Morrow.

Discussion and possible action on the following:

1. Election of Committee Chair.

Clerk Krautkramer called for nominations for the Chair of the Personnel Committee.

Ald. Nebel nominated Ald. Shorr.

As there were no further nominations, Clerk Krautkramer called for a motion.

Ald. Nebel **moved**, Ald. Zarazua seconded, to close nominations and cast a unanimous ballot for Ald. Shorr.

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

2. Election of Committee Vice-Chair.

Ald. Shorr called for nominations for the Vice-Chair of the Personnel Committee.

Ald. Dalton nominated herself.

Ald. Nebel nominated Ald. Zarazua.

As there were no further nominations, Ald. Shorr called for a motion.

Ald. Dalton **moved**, Ald. Zarazua seconded, to close nominations.

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

After a Poll Vote, Ald. Dalton was elected Vice-Chair of the Personnel Committee with three (3) votes, Ald. Zarazua received two (2) votes.

3. Adjournment.

Adjourned at 4:23 p.m.

CITY OF STEVENS POINT
SPECIAL PUBLIC PROTECTION COMMITTEE MINUTES
Tuesday, April 21, 2020 – 4:10 p.m.
Zoom Conference Call Meeting

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

OTHERS

PRESENT: Mayor Wiza; Clerk Krautkramer; Attorney Beveridge; C/T Ladick; Asst. Chief Zenner; Alders: Shorr, Zarazua, Johnson, Slowinski, Dalton, Morrow.

Discussion and possible action on the following:

1. Election of Committee Chair.

Clerk Krautkramer called for nominations for the Chair of the Public Protection Committee.

Ald. Nebel nominated Ald. Jennings.

Ald. Jennings nominated Ald. Kneebone.

As there were no further nominations, Clerk Krautkramer called for a motion.

After a Poll Vote, Ald. Jennings was elected Chair of the Public Protection Committee with three (3) votes, Ald. Kneebone received two (2) votes.

2. Election of Committee Vice-Chair.

Ald. Jennings called for nominations for the Vice-Chair of the Public Protection Committee.

Ald. Fishler nominated Ald. Kneebone.

As there were no further nominations, Ald. Jennings called for a motion.

Ald. Fishler **moved**, Ald. Nebel seconded, to close nominations and cast a unanimous ballot for Ald. Kneebone as vice-chair.

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

3. Adjournment.

Adjourned at 4:16 p.m.

**CITY OF STEVENS POINT
PUBLIC PROTECTION COMMITTEE
May 11, 2020 - 6:00 PM
Zoom Conference Call Meeting**

Present: Ald. Jennings, Nebel, Kneebone, Leek, Fishler.

Also Present: Mayor Wiza; C/T Ladick; Attorney Beveridge; Alderpersons Shorr, Zarazua, Johnson, Slowinski, Dalton, and Morrow; Directors Beduhn, Lemke, Kernosky, Assistant Chief Zenner; Chief Finn; Media Manager Quirk; Mayoral Assistant Pazdernik; Bob Woehr, Jeannie Hill.

Discussion and Possible Action on:

1. License List

A. New Operators (Bartenders) Licenses and 2 Year Operators License Renewals

Ald. Fishler **moved**, Ald. Nebel seconded, to approve the new operators (bartenders) licenses and two-year operator's license renewals.

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

B. Temporary Class "B"/Class "B" License (Picnic) Wisconsin League of Musky Anglers, June 24, 2020 (Change of date)

Ald. Nebel **moved**, Ald. Fishler seconded, to approve the Temporary Class "B" license for the Wisconsin League of Musky Anglers.

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

C. 2020-2021 "CLASS B" Beer and Liquor Applicants, "CLASS B: Beer and Liquor – Winery, Reserve "CLASS B" Beer and Liquor, CLASS "B" Beer and "C" Wine, CLASS "B" Beer, CLASS "B" Beer – 6 Month License, "CLASS A" Liquor and CLASS "A" Fermented, and CLASS "A" Fermented License Applicants

Ald. Fishler **moved**, Ald. Kneebone seconded, to approve the 2020-2021 beer and liquor licenses.

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

2. Request to Hold Event/Street Closing

A. Pete's Sports Bar - Lexi's Love Car Show, event on August 22, 2020. (Recurring Event)

Ald. Nebel **moved**, Ald. Leek seconded, to postpone until the applicant verifies with the church that they are ok with closing down the street and that they have secured the proper officers for the event.

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

3. Beekeepers Permit:

A. Jeannie Hill - 1620 Clark Street

Ald. Nebel **moved**, Ald. Fishler seconded, to approve the beekeeping permit for Jeannie Hill at 1620 Clark Street.

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

4. Ordinance Amendment: Chapter 12.14(13) Operator's License – Clerk Issuance

Ald. Kneebone **moved**, Ald. Fishler seconded, to approve the ordinance amendment.

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

5. Adjournment

Adjourned at 6:20 p.m.

COMPTROLLER-TREASURER REPORT
for the period ending March 31, 2020

	Bal March 1, 2020	Receipts	Disbursements	Bal March 31, 2020
GENERAL OPERATING CASH	\$3,478,016.10	\$12,531,505.90	\$14,057,511.85	\$1,952,010.15
WATER & SEWER (CASH & INVEST) (includes airport, transit , stormwater)	\$12,244,914.48	\$1,557,555.51	\$2,841,880.81	\$10,960,589.18

INVESTMENTS	Bal March 1, 2020	TRANSFER IN	TRANSFER OUT	Bal March 31, 2020
GENERAL	\$33,013,109.11	\$12,119,786.80	\$11,475,803.13	\$33,657,092.78
SPECIAL REVENUE	\$756,824.62	\$0.00	\$0.00	\$756,824.62
DEBT SERVICE	\$2,356.76	\$0.00	\$0.00	\$2,356.76
CAPITAL PROJECTS	\$3,366,467.48	\$0.00	\$0.00	\$3,366,467.48
ENTERPRISE	\$0.00	\$0.00	\$0.00	\$0.00
TRUST	\$3,235,944.80	<u>\$0.00</u>	<u>\$0.00</u>	\$3,235,944.80
TOTALS	<u>\$40,374,702.77</u>	<u>\$12,119,786.80</u>	<u>\$11,475,803.13</u>	<u>\$41,018,686.44</u>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$3,858,347.00	\$1,027,122.17	26.62%	GENERAL	\$24,994,619.00	\$13,539,326.72	54.17%
POLICE	\$5,700,710.00	\$1,380,965.80	24.22%				
FIRE	\$5,507,623.00	\$1,328,937.31	24.13%				
PUBLIC WORKS	\$6,285,626.00	\$1,150,833.06	18.31%				
PARK & REC	\$2,017,013.00	\$348,545.37	17.28%				
CAPITAL PROJECTS	\$6,131,094.00	\$753,442.08	12.29%				
DEBT SERVICE	\$6,645,557.00	\$4,442,407.36	66.85%				
YTD TARGET	25.00%						

**CITY OF STEVENS POINT
RESOLUTION**

**Establishing Absentee Voting Locations for
August Partisan Primary and November 2020 General Election**

WHEREAS, voting is a right which forms the foundation of a healthy democracy; and

WHEREAS, the goal of the Stevens Point City Clerk's Office is that each eligible voter will be able to cast a ballot and have that ballot counted; and

WHEREAS, municipalities may establish multiple sites for casting an absentee ballot; and

WHEREAS, absentee ballots cast in-person are less likely to be rejected at the polls due to missing signatures or witness addresses; and

WHEREAS, offering extended in-person absentee voting hours at multiple sites in the City will increase involvement in the voting process; and

WHEREAS, offering multiple locations and extended hours for in-person absentee voting should reduce the number of voters on Election Day and reduce the time voters spend in line; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Stevens Point chooses to make in-person absentee voting more accessible by establishing the following in-person absentee voting locations and hours for the August Partisan Primary and November 2020 General Election:

City Hall, 1515 Strongs Avenue

7:30 a.m. to 4:00 p.m., Monday through Friday, June 29 – August 5

7:30 a.m. to 5:00 p.m., Thursday and Friday, August 6 – 7

7:30 a.m. to 4:00 p.m., Monday through Friday, September 21 – October 23

7:30 a.m. to 5:00 p.m., Monday through Friday, October 26 – 30

Stevens Point Police Department, 933 Michigan Avenue

12:00 p.m. to 5:00 p.m., Monday through Friday, August 3 – 7

10:00 a.m. to 5:00 p.m., Monday through Friday, October 19 – 30

APPROVED: _____

Mike Wiza, Mayor

ATTEST: _____

Karlyn Krautkramer, City Clerk

Dated: May 18, 2020

Adopted: May 18, 2020



Stevens Point Fire Fighters IAFF Local 484

P.O. Box 484 Stevens Point, Wisconsin 54481 (715) 342-1933

Glynn Novak – President

Tom Wastart, III – Vice President

Jason Pettis – Treasurer

Jason Karpinski – Secretary

Memorandum of Understanding

RE: Bonus Sick Day Accrual

This Memorandum of Understanding (MOU) is due to the Proclamation written by Mayor Mike Wiza on 18 March 2020 declaring that a state of emergency in the City of Stevens Point exists due to COVID-19 (Coronavirus) pandemic under Chapter 323.14(4)(b). This MOU is for the Stevens Point Firefighters IAFF Local 484 and its members to ensure that health and safety is of the highest priority.

The City and Union will alter a portion of Article 13: Sick Leave, Section B, specific to the accrual of Bonus Sick Days, stating:

Employees who do not use sick leave from January through June each year shall earn one (1) bonus day; employees who do not use sick leave from July through December each year shall earn one (1) bonus day. An employee serving an entire calendar year (January through December) without using sick leave shall earn one (1) additional bonus day for the twelve (12) months without using sick leave. If an employee continues for an additional six (6) month period without using sick leave, the employee shall earn bonus days on the basis of two (2) days for each consecutive six (6) months (January through June and July through December) without using a sick day. (i.e. if the employee earns three (3) bonus days and designates them as sick days, the employee carries forward twelve (12) days; if the employee earns four (4) bonus days and designates them as sick days, the employee carries forward thirteen (13) days.

Dating from March 19, 2020, employees will not lose the opportunity to earn any/all bonus sick days if that employee utilizes sick leave. Meaning from now until June 30th, 2020 any use of sick time will not count against their ability to earn bonus sick days.

This understanding shall be a non-precedent setting, non-recurring event. Also, this understanding shall not abrogate, subjugate, or modify the Current Bargaining Agreement.

Dated this 19th day of March, 2020

CITY OF STEVENS POINT

**STEVENS POINT FIREFIGHTERS
IAFF LOCAL 484**

ROBERT FINN, FIRE CHIEF

GLYNN NOVAK, L484 PRESIDENT

**GARY WESCOTT,
POLICE & FIRE COMMISSION PRESIDENT**

JUSTIN THOMSON, L484 BARGAINING CHAIR



Stevens Point Fire Fighters IAFF Local 484

P.O. Box 484 Stevens Point, Wisconsin 54481 (715) 342-1933

Glynn Novak – President

Tom Wastart, III – Vice President

Jason Pettis – Treasurer

Jason Karpinski – Secretary

Memorandum of Understanding

Re: Vacation Changes/Carryover

This Memorandum of Understanding (MOU) is due to the Proclamation written by Mayor Mike Wiza on 18 March 2020 declaring that a state of emergency in the City of Stevens Point exists due to COVID-19 (Coronavirus) pandemic under Chapter 323.14(4)(b). This MOU is for the Stevens Point Firefighters IAFF Local 484 and its members to ensure that health and safety is of the highest priority.

The City and Union will add to Article 9-Scheduled Time Off, Vacation Changes, stating:

If an employee chooses to cancel his/her planned vacation days due to the COVID-19 pandemic, the employee may carry over a maximum of three (3) single vacation days or one (1) full swing to be used prior to June 30th, 2021. If unusual or unforeseen circumstances do arise, those circumstances will be on a case by case basis with the Fire Chief.

This understanding shall be a non-precedent setting, non-recurring event. Also, this understanding shall not abrogate, subjugate, or modify the Current Bargaining Agreement.

Dated this 19th day of March, 2020

CITY OF STEVENS POINT

STEVENS POINT FIREFIGHTERS
IAFF LOCAL 484

ROBERT FINN, FIRE CHIEF

GLYNN NOVAK, L484 PRESIDENT

GARY WESCOTT,
POLICE AND FIRE COMMISSION PRESIDENT

JUSTIN THOMSON, L484 BARGAINING CHAIR

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

**[Chapter 23 of the Revised Municipal Code – Zoning Ordinance – R-4 & R-5 Districts
Performance Standards]**

The Common Council of the City of Stevens Point, Portage County, Wisconsin, do ordain as follows:

SECTION I: That Section 23.02(1)(f)(4), Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point shall be amended to read as follows:

USE	LOT AREA AND DENSITY	LOT WIDTH	HEIGHT OF STRUCTURE	SIDE YARD	STREET SETBACK	REAR YARD	PARKING	AREA OF STRUCTURE	MIN. BLDG. WIDTH
Dwellings	One Unit Dwelling: 8,000 s.f. Min. Two Unit Dwelling: 12,000 8,000 s.f. Min. 3-4 Unit Dwelling: 15,000 s.f. Min. 2,000 s.f. of lot area per person not a member of resident family in development with 1-4 units. 5-9 Units: Ground floor - 3,500 s.f. /1st fl. +100 s.f./bdm. Above gr. fl. - 2,600 sq. Ft. + 100s.f./bdm. 10-23 Units: Ground floor - 3,700 s.f. + 100s.f./bdm. Above gr. fl. - 2,900 s.f. + 100 s.f./bdm. 24+ Units: Ground floor - 4,100 s.f. + 100 s.f./bdm. Above gr. fl. - 3,300 s.f. + 100 s.f./bdm.	60 ft., 80 ft. For corner lots	45 ft. Or 4 stories	10 ft. On each side	25 feet	Not less than 20% of lot depth, but not less than 15 ft. And need not exceed 30 ft.	Per 23.01(14)	One family dwelling - 900 sq.ft.	18 ft.
All other Permitted Uses	8,000 sq.ft.					30 ft.			
Cond. Uses	3 or more units shall be required to submit a site plan, building elevations, and landscaping plans prior to Cond. Use. Review.								

SECTION II: That Section 23.02(1)(g)(4), Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point shall be amended to read as follows:

USE	LOT AREA AND DENSITY	LOT WIDTH	HEIGHT OF STRUCTURE	SIDE YARD	STREET SETBACK	REAR YARD	PARKING	AREA OF STRUCTURE	MIN. BLDG. WITH
Dwellings	One Unit Dwelling: 8,000 s.f. min. Two Unit Dwelling: 12,000 8,000 s.f. Min. 3-4 Unit Dwelling: 15,000 s.f. min. 2,000 s.f. of lot area per person not a member of resident family in developments with 1-4 units 5-9 Units: Ground Floor - 3,500 s.f./1st floor 100 s.f./bdm. Above ground floor - 2,600 s.f. + 100 s.f./bdm. 10-23 Units: Ground Floor - 3,700 s.f. + 100 s.f./bdm. Above ground floor - 2,900 s.f. + 100 s.f./bdm. 24+ Units: Ground Floor - 4,100 s.f. + 100 s.f./bdm. Above ground floor - 3,300 s.f. + 100 s.f./bdm.	60 ft., 80 ft. For corner lots	85 ft.	10 ft. On each side	25 ft. Except where the dwelling or structure abuts a pedestrian mall as created by the City under SS 66.298 where the Council may reduce the setback to 0 feet	20 ft.	Per 23.01(14)	0	18 ft. Unless manufactured home located in mobile home park
All Other Permitted Uses	8,000 s.f.								
Cond. Uses	3 or more units shall be required to submit a site plan, building elevations, and								

	landscaping plans prior to Cond. Use Review								
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Section III: That this ordinance shall take effect upon passage and publication.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Karlyn Krautkramer, City Clerk

Dated: May 4, 2020
Adopted: May 18, 2020
Published: May 22, 2020

Drafted by: Ryan Kernosky
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – 133 SECOND STREET – OPERATE TOURIST ROOMING HOUSE, NON-OWNER OCCUPIED]

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 **133 Second Street (Parcel ID 281240829300311)**, and described as PRT N1/2 SW1/4 DES 283/207 BNG 82' ON FRONT ON N 2ND ST X 543.10' MOL DEEP S29 T24 R8 806267 W/STIP, City of Stevens Point, Portage County, Wisconsin, is hereby granted Conditional Use Permit to operate a tourist rooming house, subject to the following conditions:

- 1) The establishment shall have a current license, as required by the Wisconsin Department of Health Services, Wisconsin Administrative Code Chapter 195.
- 2) Owner shall register with Clerks and/or Treasurer's office and shall pay room tax as required under Sec. 4.13 of the Stevens Point Revised Municipal Code.
- 3) Maximum tourist occupancy shall comply with the minimum performance standards in the underlying zoning district regulations, parking regulations, and applicable building, fire, and occupancy codes, as amended. This shall require inspection by the Building Inspector or Zoning Administrator.
- 4) The property shall be subject to an annual inspection by the inspection and/or fire departments. The owner shall be responsible for all costs associated with the inspection(s).
- 5) The property should have a locally designated agent or property manager on file with the Community Development Office.
- 6) The establishment shall have a registry available on-site for inspection, indicating the identity of all guests, dates of stay, acknowledgement of operator presence or absence during stay, and length of stay. The registry shall include all information from the current registry year and the year immediately prior.
- 7) The Conditional Use Permit shall be reviewed within 12 months, by June 1, 2021, upon which Community Development staff shall have the authority to approve the use to continue. If staff determines any conditions of approval or standards of review have been jeopardized, the use may be further reviewed by the Plan Commission and Common Council.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Karlyn Krautkramer, City Clerk

Dated: May 4, 2020
Adopted: May 18, 2020

Drafted by: Ryan Kernosky
Return to: City Clerk

PROPERTY MAINTENANCE AGREEMENT

This maintenance agreement is made on this _____ day of May, 2020, by and between the CITY OF STEVENS POINT, a Wisconsin Municipal Corporation located in Portage County, with its offices at 1515 Strong's Avenue, Stevens Point, WI, 54481 (the "City") and the NORTH CENTRAL CONSERVANCY TRUST, Inc., a non-profit corporation located in Portage County, with its offices located at 301 West Cedar Street, Stevens Point, WI 54481 ("NCCT"). Collectively these entities will be referred to as the "Parties".

RECITALS

WHEREAS, The NCCT owns land LOT 2 CSM#11286-52-116 BEING PART SWNE S30 T24 R08 -03.17 5.15A 431370 685290 845536 856141 856737 and GOV LOT 1; EX N12RDS OF E9RDS; EX W282.28' OF S50' OF E528'; EX CSM 50/89; EXC PARTS ANNEXED TO CITY S30 T24 R8 41.90A M/L 822808 856737 (INCL ISLAND) (the "Parcels") which are adjacent to Bukolt Park and listed within the City of Stevens Point Riverfront Plan;

WHEREAS, the NCCT and City entered into a grant agreement dated 10/29/2019 in which the City provided grant funding for the purchase of the parcels listed above (the "Grant");

WHEREAS, the Parties desire to improve the maintenance and operations of the parcels listed above

WHEREAS, The NCCT and City are desirous of entering into a 10 year maintenance agreement.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term. This agreement shall become effective on the signature date and expire on January 1, 2029.

2. Maintenance. The City shall perform general and routine maintenance of the Parcels whenever necessary to maintain the parcels generally in a natural state, and in a good, safe condition to ensure safe access to the general public.

3. Public Access. Parties agree parcels shall remain open to the public for access during park hours 30 minutes before daylight until 11 pm, daily. Fencing and "no trespass" signs shall be removed from the Parcels by the City.

4. Cost Sharing. NCCT shall pay for any and all costs for expenses related to efforts directed by NCCT. In addition, in the event that NCCT ever transfers ownership of the Parcels to any person other than the City without the City's consent, NCCT will reimburse the City for each full year of maintenance it performs at a rate of

\$5,000 per year. This reimbursement requirement will survive termination of this Maintenance Agreement.

City shall pay for routine maintenance expenses including dead tree management and removals, debris and refuse cleanup, mowing (if needed), snow removal (if needed) Green Circle Trail, and other general routine maintenance activities.

Neither party shall incur any costs on behalf of the other, unless otherwise mutually agreed upon in writing by NCCT and City.

5. Snow Plowing. The Parcels do not require snow removal at time of this agreement and City shall not be required to perform snow removal of any future trail segments within the Parcels.

6. Green Circle Trail. Parties agree to work with the Green Circle Trail, Inc to install the Green Circle Trail through the Parcels.

7. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term condition shall be valid and enforceable to the extent permitted by law.

8. Liability and Insurance. NCCT has provided the City with evidence of insurance coverage, which is satisfactory to the City. NCCT shall maintain coverage as generally described in the evidence of insurance coverage already provided.

The City shall obtain and maintain throughout the term of the Agreement coverage minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

9. Termination. Each Party shall have the right to terminate this Agreement in the event the other Party is in default of any material term or condition of this Agreement, by providing (30) days' advance notice specifying the basis for such determination. If the other Party thereafter fails to commence reasonable steps within the thirty-day period to correct fully and to remedy the default within ninety (90) days from the date of the notice, then the Agreement shall be deemed terminated, provided that, if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Agreement shall not terminate so long as the Party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed by the Parties. Nothing herein shall give NCCT the right to terminate its obligations under the Grant Agreement.

The undersigned representatives certify that they are authorized to make, execute and deliver the Maintenance Agreement.

CITY OF STEVENS POINT
TRUST INC.

NORTH CENTRAL CONSERVANCY

By:_____

By:_____

Name: Mike Wiza
Its: Mayor
Date:

Name: David M. James
Its: President
Date:

CITY OF STEVENS POINT
TRUST, INC.

NORTH CENTRAL CONSERVANCY

By:_____

By:_____

Name
Its: City Clerk
Date:

Name: Janet Smith
Its: Executive Director
Date:

Stevens Point Municipal
4501 Hwy 66
Stevens Point, WI 54482



Jason D. Draheim
Airport Manager
P: 715.345.8993
F: 715.345.8991

May 6, 2020

TO: Stevens Point Airport Commission
FROM: Jason Draheim, Airport Manager
RE: Aviation Fuel Supplier Contract Renewal

Background

The Stevens Point Municipal Airport has enjoyed exceptional service and customer support provided by Eastern Aviation/Titan Fuels since 2013. This relationship has resulted in exponentially improving the airport's efficiency and fuel quality control.

Analysis

Our initial contract period has expired resulting in the need to renew our exclusive agreement to remain branded as a Shell FBO (Fixed Based Operator). There are a plethora of benefits to this branding key amongst which are enhanced insurability due to fuel related incidents, competitive fuel sourcing costs, priority fuel sourcing, as well as competitive fee structures. Titan fuels has also gone above and beyond in the procurement of a replacement Jet-A fuel truck at a very reasonable rate as well as securing a buyer for our old refueler.

Recommendation

Due to the continued commitment that Eastern Aviation/Titan Fuels has shown the Stevens Point Municipal Airport, I would like to reciprocate by recommending that we renew our Aviation Fuels Contract dated June 1st 2020.

Jason Draheim
Airport Manager
Stevens Point Municipal Airport

STATE OF WISCONSIN

COUNTY OF PORTAGE

AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 1st day of June, 2020, by and between EASTERN AVIATION FUELS, INC. dba TITAN AVIATION FUELS of New Bern, North Carolina, hereinafter called "Seller" and THE CITY OF STEVENS POINT in STEVENS POINT, WI hereinafter called "Buyer" as follows:

1. **AGREEMENT:** Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the STEVENS POINT AIRPORT, at or near STEVENS POINT, WI.

2. **TERM:** This contract shall remain in force for a period of FIVE (5) years ("Initial Term") beginning on the 1st day of JUNE, 2020 and will automatically extend for successive terms of one (1) year each (each, a "Renewal Term", and together with the Initial Term, the "Term") unless written notice is given to the other Party of a Party's intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, or unless the Agreement is otherwise earlier terminated as permitted herein.

3. **DELIVERIES:** The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by TITAN AVIATION FUELS and deliveries to Buyer hereunder shall be by tank truck or pipeline at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. **PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A	Seller's posted dealer price*
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AVIATION GASOLINE 100LL	Seller's posted dealer price*
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*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

5. **PAYMENTS:** If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement net twenty (20) days from delivery date via Electronic Funds Transfer.

- a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.

- b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.
- c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.
- d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.
- e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do. Seller shall indemnify and hold Buyer harmless from claims directly caused by the quality or performance of fuels furnished Buyer.

10. TRADEMARKS: Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling,

and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Titan Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. CHARGE / CREDIT CARD PROGRAM : Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

14. CONTRACT FUEL PROGRAM : Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

15. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: TITAN AVIATION FUELS
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: THE CITY OF STEVENS POINT
ATTN: Jason Draheim
4501 Hwy. 66, #1
Stevens Point, WI 54482

16. INCENTIVES: Seller agrees to provide the following to Buyer.

1. Seller will provide AirNav Gold Level (base package) advertising for Buyer for duration of this Agreement.
2. Contract fuel eAnnouncement and article in Titan Quick Turn magazine.
3. Seller will observe the following credit card processing rates on behalf of Buyer—MasterCard/Visa 2.00% (Verified)*; American Express 2.75%; Discover 2.5%; MultiService 2.75%; AvCard 3.25%; Government Card 3.25%. These may be subject to change based on third party increases/decreases. *Transactions that are not swiped through the POS machine and settled the same calendar day that authorization occurs incur higher processing rates. Buyer will pay .5% + the rate listed above for MC/Visa non-swiped.
4. Seller to provide (1) International 4300 DT 466 3K, Diesel Engine, VIN #1HTMMAAR64H652852 JetA Refueler for an internal off-market price of \$53,000.

17. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the ____ day of _____, 20__.

EASTERN AVIATION FUELS, INC dba TITAN AVIATION FUELS

By: _____
Robert L. Stallings, IV, President

WITNESS: _____

THE CITY OF STEVENS POINT

By: _____
Mike J. Wiza, Mayor

WITNESS: _____
Karlyn KrautKramer, City Clerk

2020 Road Resurfacing Project #20-01 (Strand #7008098)

Owner: City of Stevens Point

Solicitor: City of Stevens Point

05/05/2020 11:00 AM CDT

2020 Road Resurfacing					Haas Sons, Inc.		Stuczynski Trucking & Excavating, Inc		Earth Inc.	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	201.0105	Clearing	STA.	6	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$650.00	\$3,900.00
2	201.012	Clearing	I.D.	141	\$20.00	\$2,820.00	\$30.00	\$4,230.00	\$40.00	\$5,640.00
3	201.0205	Grubbing	STA.	6	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00
4	201.022	Grubbing	I.D.	141	\$20.00	\$2,820.00	\$20.00	\$2,820.00	\$25.00	\$3,525.00
5	202.0105	Roadside Clearing	STA.	3	\$400.00	\$1,200.00	\$500.00	\$1,500.00	\$700.00	\$2,100.00
6	204.01	Removing Pavement	S.Y.	980	\$5.00	\$4,900.00	\$5.00	\$4,900.00	\$6.00	\$5,880.00
7	204.015	Removing Curb and Gutter	L.F.	46	\$5.00	\$230.00	\$5.00	\$230.00	\$10.00	\$460.00
8	204.0155	Removing Concrete Sidewalk	S.Y.	18	\$5.00	\$90.00	\$10.00	\$180.00	\$10.00	\$180.00
9	205.01	Excavation Common	C.Y.	11450	\$12.00	\$137,400.00	\$11.50	\$131,675.00	\$15.50	\$177,475.00
10	209.01	Backfill Granular	C.Y.	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$20.00	\$2,000.00
11	211.01	Prepare Foundation for Asphaltic Paving (Project)	L.S.	1	\$27,500.00	\$27,500.00	\$29,114.70	\$29,114.70	\$30,000.00	\$30,000.00
12	213.01	Finishing Roadway (Project)	EACH	4	\$1.00	\$4.00	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00
13	305.011	Base Aggregate Dense (3/4-Inch)	TON	545	\$16.75	\$9,128.75	\$25.00	\$13,625.00	\$16.50	\$8,992.50
14	305.012	Base Aggregate Dense (1 1/2-Inch)	TON	15650	\$10.60	\$165,890.00	\$11.50	\$179,975.00	\$13.50	\$211,275.00
15	416.016	Concrete Driveway (6-Inch)	S.Y.	785	\$48.40	\$37,994.00	\$48.60	\$38,151.00	\$52.00	\$40,820.00
16	460.6224	HMA Pavement 4MT58-28S (3-Inch)	TON	470	\$80.70	\$37,929.00	\$85.49	\$40,180.30	\$81.50	\$38,305.00
17	460.6242	HMA Pavement 2MT58-34S (3 1/4-Inch)	TON	1650	\$71.00	\$117,150.00	\$75.16	\$124,014.00	\$71.00	\$117,150.00
18	460.6243	HMA Pavement 3MT58-34S (2 1/2-Inch)	TON	1450	\$72.05	\$104,472.50	\$76.31	\$110,649.50	\$72.10	\$104,545.00
19	460.6244	HMA Pavement 4MT58-34S (2-Inch)	TON	2180	\$74.12	\$161,581.60	\$78.52	\$171,173.60	\$74.20	\$161,756.00
20	465.0105	Asphaltic Surface (3-Inch)	TON	75	\$145.65	\$10,923.75	\$154.29	\$11,571.75	\$150.00	\$11,250.00
21	465.0315	Asphaltic Flumes	S.Y.	29	\$99.20	\$2,876.80	\$105.07	\$3,047.03	\$110.00	\$3,190.00
22	601.0553	Concrete Curb & Gutter Type D (4-Inch Sloped 36-Inch)	L.F.	915	\$19.35	\$17,705.25	\$23.00	\$21,045.00	\$19.70	\$18,025.50
23	602.0405	Concrete Sidewalk (4-Inch)	S.F.	10830	\$4.40	\$47,652.00	\$4.40	\$47,652.00	\$5.00	\$54,150.00
24	602.0415	Concrete Sidewalk (6-Inch)	S.F.	3035	\$5.50	\$16,692.50	\$5.40	\$16,389.00	\$6.00	\$18,210.00
25	602.0515	Curb Ramp Detectable Warning Field Natural Patina	S.F.	156	\$32.00	\$4,992.00	\$35.00	\$5,460.00	\$32.00	\$4,992.00
26	608.3012	Storm Sewer Pipe Corrugated HDPE Class III-A (12-Inch)	L.F.	128	\$35.25	\$4,512.00	\$40.00	\$5,120.00	\$40.00	\$5,120.00
27	608.3015	Storm Sewer Pipe Corrugated HDPE Class III-A (15-Inch)	L.F.	125	\$38.25	\$4,781.25	\$40.00	\$5,000.00	\$44.00	\$5,500.00
28	608.3024	Storm Sewer Pipe Corrugated HDPE Class III-A (24-Inch)	L.F.	684	\$46.25	\$31,635.00	\$50.00	\$34,200.00	\$68.50	\$46,854.00
29	611.2004	Manholes (4-Foot Diameter)	EACH	3	\$2,400.00	\$7,200.00	\$3,000.00	\$9,000.00	\$5,000.00	\$15,000.00
30	611.2005	Manholes (5-Foot Diameter)	EACH	3	\$2,525.00	\$7,575.00	\$4,000.00	\$12,000.00	\$5,600.00	\$16,800.00
31	611.811	Adjusting Manhole Covers	EACH	43	\$975.00	\$41,925.00	\$700.00	\$30,100.00	\$600.00	\$25,800.00
32	619.1	Mobilization	EACH	1	\$23,650.00	\$23,650.00	\$37,000.00	\$37,000.00	\$40,000.00	\$40,000.00
33	625.01	Topsoil	S.Y.	9650	\$4.60	\$44,390.00	\$4.00	\$38,600.00	\$5.00	\$48,250.00
34	628.1504	Silt Fence	L.F.	3675	\$2.00	\$7,350.00	\$2.20	\$8,085.00	\$2.50	\$9,187.50
35	628.6505	Soil Stabilizer Type A	S.Y.	9650	\$0.50	\$4,825.00	\$0.60	\$5,790.00	\$0.80	\$7,720.00
36	628.701	Inlet Protection Type B	EACH	7	\$50.00	\$350.00	\$60.00	\$420.00	\$120.00	\$840.00
37	628.7015	Inlet Protection Type C	EACH	4	\$50.00	\$200.00	\$60.00	\$240.00	\$100.00	\$400.00

38	629.0205	Fertilizer Type A	S.Y.	9650	\$0.20	\$1,930.00	\$0.25	\$2,412.50	\$0.25	\$2,412.50
39	630.014	Seed Mixture No. 40	S.Y.	9650	\$0.65	\$6,272.50	\$0.70	\$6,755.00	\$0.50	\$4,825.00
40	634.0812	Post Tubular Steel	EACH	24	\$175.00	\$4,200.00	\$200.00	\$4,800.00	\$150.00	\$3,600.00
41	634.0814	Post Tubular Steel	EACH	5	\$185.00	\$925.00	\$210.00	\$1,050.00	\$200.00	\$1,000.00
42	637.0202	Signs Reflective Type II	S.F.	162.46	\$24.00	\$3,899.04	\$25.00	\$4,061.50	\$30.00	\$4,873.80
43	638.2102	Moving Signs Type II	EACH	29	\$60.00	\$1,740.00	\$70.00	\$2,030.00	\$110.00	\$3,190.00
44	638.2602	Removing Signs Type II	EACH	44	\$30.00	\$1,320.00	\$40.00	\$1,760.00	\$50.00	\$2,200.00
45	638.3	Removing Small Sign Supports	EACH	31	\$30.00	\$930.00	\$40.00	\$1,240.00	\$50.00	\$1,550.00
46	638.4	Moving Small Sign Supports	EACH	14	\$100.00	\$1,400.00	\$110.00	\$1,540.00	\$100.00	\$1,400.00
47	643.01	Traffic Control (Project)	L.S.	1	\$4,537.00	\$4,537.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00
48	690.015	Sawing Asphalt	L.F.	830	\$2.00	\$1,660.00	\$3.00	\$2,490.00	\$5.00	\$4,150.00
49	690.025	Sawing Concrete	L.F.	525	\$3.00	\$1,575.00	\$7.00	\$3,675.00	\$6.00	\$3,150.00
50	710.0601	Diameter Hydrant Lead (6-Inch)	L.F.	23	\$148.00	\$3,404.00	\$75.00	\$1,725.00	\$70.00	\$1,610.00
51	711.0612	Diameter Water Main (12-Inch)	L.F.	26	\$343.00	\$8,918.00	\$250.00	\$6,500.00	\$600.00	\$15,600.00
52	SPV.0035.01	Undercut	C.Y.	250	\$36.00	\$9,000.00	\$20.00	\$5,000.00	\$40.00	\$10,000.00
53	SPV.0045.01	Portable Changeable Message Boards	DAY	35	\$65.00	\$2,275.00	\$100.00	\$3,500.00	\$65.00	\$2,275.00
54	SPV.0060.01	Drain Basin (24-Inch)	EACH	6	\$1,800.00	\$10,800.00	\$2,000.00	\$12,000.00	\$2,400.00	\$14,400.00
55	SPV.0060.02	Relocate Mailboxes	EACH	32	\$100.00	\$3,200.00	\$200.00	\$6,400.00	\$200.00	\$6,400.00
56	SPV.0060.03	Adjusting Valve Boxes	EACH	24	\$313.00	\$7,512.00	\$130.00	\$3,120.00	\$78.00	\$1,872.00
Base Bid Total:					\$1,171,642.94		\$1,235,696.88		\$1,350,800.80	
Base Bid with Contingency:					\$1,347,389.38		\$1,421,051.41		\$1,553,420.92	

**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 23 of Section 9.05(d) of the Revised Municipal Code, **Two Hour Parking** is hereby **amended** to read as follows:

9.05(d) 23 On the west side of Rogers Street commencing at a point 30 feet south of the intersection with Main Street - CenterPoint Drive and ending up at the intersection with Clark Street, between the hours of 8:00 A.M. and 4:00 P.M., except Saturdays, Sundays, and Holidays.

SECTION II: That subsection 111 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 111 On the west side of Rogers Street from Center Point Drive to a point 30 feet south.

SECTION III: That subsection 329 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **created** to read as follows:

9.05(g) 329 On the east side of Michigan Avenue between Maria Drive and Stanley Street.

SECTION IV: That subsections 8 and 14 of Section 9.05(u) of the Revised Municipal Code, **Accessible Parking** is hereby **repealed**.

SECTION V: That subsection 22 of Section 9.05(k) of the Revised Municipal Code, **Loading Zones** is hereby **repealed**.

SECTION VI: That subsection 6 of Section 9.05(c) of the Revised Municipal Code, **One Hour Parking** is hereby **repealed**.

SECTION VII: These ordinance changes shall take effect upon passage and publication:

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Karlyn Krautkramer, City Clerk

Dated: April 13, 2020
Approved: May 18, 2020
Published: May 22, 2020



To: Common Council

From: Ryan Kernosky, Director of Community Development
Corey Ladick, Comptroller/Treasurer

Date: May 18, 2020

RE: DEVELOPMENT AGREEMENT BETWEEN POINTER PLAZA LLC AND CITY OF STEVENS POINT

As discussed at Finance Committee, please see the attached development agreement between the City and Pointer Plaza, LLC. Pointer Plaza, LLC is the company that will be purchasing just the student housing development from K/M Stevens Point, LLC.

The development agreement reflects the amended development agreement the City had negotiated with K/M Stevens Point, LLC, wherein the developer would receive \$750,000 when the building is 75 percent complete, and another \$750,000 when the building is 100 percent complete. Within the agreement, Pointer Plaza, LLC agrees to restart construction on the site no later than June 15, 2020 and will be completed no later than November 15, 2020. Additionally, there are minimum real estate tax payments required of \$157,518.00, with a mechanism to collect that dollar amount if the development fails to meet the minimum assessed threshold of \$8,000,000.00.

Please note that this development agreement is only for the first building of the student housing development. The second building, according to Pointer Plaza, LLC, is unlikely to be developed student housing as originally planned. City Staff is working on another development agreement for the second building, which is expected to commence construction in spring 2021.

Staff recommends approval as presented.

DEVELOPMENT AGREEMENT

Between

POINTER PLAZA, LLC

And

CITY OF STEVENS POINT, WISCONSIN



Adopted by the City of Stevens Point Common Council:

DEVELOPMENT AGREEMENT

111 DIVISION STREET PROJECT TAX INCREMENTAL DISTRICT NUMBER 5

This Agreement (the “Agreement”) is made this ____ day of May, 2020 by and between the City of Stevens Point, a Wisconsin municipal corporation (the “City”), and Pointer Plaza, LLC a Wisconsin limited liability company (the “Developer”).

RECITALS

- A. The City has established Tax Incremental District Number 5 (the “District”) for the purpose of carrying out rehabilitation work within the District and promoting development consistent with the City’s plans, pursuant to Wis. Stat. § 66.1105.
- B. The Developer owns the property described in Exhibit A attached hereto and incorporated herein (the “Property”).
- C. The Property is in the District.
- D. The Developer is willing to redevelop the Property in accordance with this Agreement if it obtains financial assistance from the City as set forth herein.
- E. In consideration of the redevelopment of the Property by the Developer and the benefits which accrue to the City from such development, the City is willing to provide financial assistance as set forth herein, and has determined that this Agreement is in the public interest.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:
 - (a) The City is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.
 - (b) The City proposes to provide assistance to the Developer in accordance with the provisions of the Agreement.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

P.I.N.

- (c) The activities of the City are undertaken for the purposes defined in Section 66.1105 of the Wisconsin Statutes (the “Act”).
- (d) To finance the costs of the activities to be undertaken by the City, the City plans to use the Tax Increment (as that term is defined in Wis. Stat. § 66.1105(2)(i)) generated by the Property as a result of the Project (defined herein).
- (e) The parties signing below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City and such signatures are sufficient to bind the City hereto. Each person signing below makes the same warranties and representations in his or her official capacity.

2. Representations and Warranties by the Developer. The Developer represents and warrants that:

- (a) The Developer has the full power and authority to enter into this Agreement and perform the obligations herein, controls the development of the Property, is a limited liability company authorized under the laws of the State of Wisconsin to conduct business in Wisconsin, and is in good standing with the Wisconsin Department of Financial Institutions.
- (b) The individual signing below for the Developer has full power and authority to execute this Agreement on behalf of the Developer, and to bind the Developer to the Agreement. Such signatory makes the same warranties and representations in his or her individual capacity.
- (c) The Developer has fee simple title to the Property (or has a right to acquire the Property), and shall develop the Property in accordance with the terms of this Agreement and all applicable local, state and federal laws, ordinances, and regulations.
- (d) The Developer shall seek to obtain any and all permits, licenses or other approvals as may be required in order to develop the Property in a timely manner.
- (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 provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- (f) The Developer would not be able to undertake the Project but for the Economic Development Incentive being provided by the City hereunder.

3. Developer Obligations. As a condition to receiving the economic development incentive payments described in Section 4, the Developer must undertake the following activities to develop the Property (collectively, the "Project"):
- (a) Developer has recorded a certified survey map with the Portage County Register of Deeds office creating two separate lots, of which Lot 1 of said certified survey map shall be regulated within this development agreement and Lot 2 of said certified survey map be regulated under a different development agreement.
 - (b) Developer will complete construction of a student housing facility, containing a total of approximately 220 beds consistent with the Project Plans attached as Exhibit B. The units range from two bedrooms to four bedrooms. Construction of the first student housing phase is referred to as "Phase I."
 - (c) Developer contemplates restarting construction of Phase I on or about June 15, 2020 and completing construction of Phase I no later than November 15, 2020.
 - (d) In consideration of the Economic Development Incentives provided by the City as set forth in paragraph 4, below, Developer agrees to guarantee a Minimum Annual Real Estate Tax Payment of \$157,518.00 commencing with the 2021 Tax Year/2022 Payable taxes, and shall continue at an annual amount of \$157,518.00 through the 2032 Tax Year/2033 Payable taxes. If the annual Tax Increments generated by Phase I commencing in the 2021 Tax Year/2022 Payable taxes of the development are less than the Minimum Annual Real Estate Tax Payment, then Developer shall pay the difference between the Minimum Annual Real Estate Tax Payment and such Tax Increments within thirty (30) calendar days following City's written demand therefor (a "Shortfall Payment").
 - (e) Any Shortfall Payment shall be deemed to be a contingent, interest-free loan from the Developer to the City. If Developer makes one or more Shortfall Payments and in a subsequent year or years the Tax Increments generated by Phase I exceed the Minimum Annual Real Estate Tax Payment, then the difference between such Tax Increments and the Minimum Annual Real Estate Tax Payment (the "Excess Increment") shall be utilized to repay all of Developer's prior Shortfall Payments (to the extent of available Excess Increment). If upon the final date that expenditures can be made by the District for payment of Project Costs, Developer has not been fully repaid the amount of any prior Shortfall Payments, then the City's obligation to make any further repayment of Shortfall Payments to Developer shall terminate.
4. Economic Development Incentives. As an inducement to undertake the Project Site Expenses and proceed with development of the Project, the City shall provide an economic development incentive to Developer as follows:
- (a) Within sixty (60) calendar days following the completion of seventy-five percent (75%) of Phase I, as evidenced by a G703 Certification and verification by the City Building Inspector, the City shall pay to Developer the amount of \$750,000.00 (the "Part One of the Phase I Grant").

- (b) Within sixty (60) calendar days following the issuance of a certificate of occupancy by the City for use of the building for its intended purpose of Phase I, the City shall pay to Developer the amount of \$750,000.00 (the "Part Two of the Phase I Grant").
- 5. Events of Default. The following shall be an "Event of Default" under this Agreement:
 - (a) Failure by the Developer to cause substantial and material completion of the Project pursuant to the terms, conditions and limitations of this Agreement.
 - (b) Failure of the Developer to observe or perform any other covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, within thirty (30) days after receipt of written notice of default from the City, specifying such default, provided however that if the nature of the default is such that immediate harm to persons or property may result from such default, then it shall be an Event of Default if such default is not cured within 5 days of such written notice. If the nature of the default is such that it cannot reasonably be cured within such 30 day cure period, the Developer shall not be deemed to be in default as long as Developer is promptly commencing and diligently pursuing a cure.
- 6. Remedies on Default. Whenever an Event of Default occurs, the City may take any one or more of the following actions:
 - (a) The City may suspend its performance under this Agreement until it receives reasonable assurances from the Developer that the Developer will cure its default and continue its performance under this Agreement. If the City does not receive such assurance, the City may cancel this Agreement.
 - (b) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm. No remedy herein conferred upon or reserved is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 7. Miscellaneous.
 - (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. This Agreement sets forth the entire understanding between the City and the Developer with respect to its subject matter, there being no terms,

conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

- (b) This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- (c) This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- (d) The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- (e) Both parties participated in negotiating the terms of this Agreement. Neither party shall benefit from not having drafted this Agreement. If any term, section or other portion of this Agreement is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by the parties.
- (f) No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by the City and the Developer. Nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer.
- (g) This Agreement shall be binding upon the successors and assigns of the City and the Developer. This Agreement shall not be assignable by the Developer without the prior written consent of the City, which consent the City shall not unreasonably withhold, delayed or conditioned. Notwithstanding the foregoing sentence, the City agrees that no prior consent is required for the Developer to encumber or collaterally assign its rights and obligations under this Agreement (subject to all terms and conditions of this Agreement) to secure loans, advances or extensions of credit to finance (or re-finance) all or any part of the costs of development of the Project, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment. The City agrees to execute documents reasonably required by a lender to confirm that such encumbrance or collateral assignment is permissible.

Notwithstanding the preceding paragraph, all rights and obligations of the Developer hereunder may be assigned to a subsequent purchaser of the Project provided that the purchaser agrees in writing to assume the Developer's obligations and the purchaser is (i) a person or entity holding not less than a 30% ownership interest in

the Developer; (ii) an entity formed by the holders of not less than a 30% ownership interest in the Developer or in an entity described in subpar. (i); or (iii) an entity in which the Developer holds a controlling voting interest.

- (h) Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

To the Developer:

Pointer Plaza, LLC
Attn Matt Burow
833 E Michigan St, STE 1000
Milwaukee, WI 53202

To the City:

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

- (i) The City may record a copy of this Agreement, or a memorandum thereof, in the Portage County Register of Deeds Office. Developer's obligations under Section 3 above shall run with the land and shall be binding on any successor or assignee of Developer.
- (j) Personal jurisdiction and venue for any civil action commenced by any party arising out of this Agreement shall be deemed to be proper only if such action is commenced in circuit court for Portage County unless such court lacks jurisdiction. The Developer hereby consents to personal jurisdiction in Portage County. The Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless the circuit court for Portage County lacks jurisdiction.
- (k) This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.
- (l) Under no circumstances shall any alderperson, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- (m) 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.

10. Effective Date; Term. This Agreement shall be effective as of the date and year it has been fully executed by all parties. This Agreement shall terminate after all obligations of the Developer to make shortfall payments under Section 4 above have been satisfied and such obligations have lapsed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized.

(signatures to follow on next two pages)

CITY OF STEVENS POINT

By _____
Mike Wiza, Mayor

By _____
Karlyn Krautkramer, City Clerk

STATE OF WISCONSIN

COUNTY OF PORTAGE

Personally came before me this _____ day of _____, 2020, the above named Mike Wiza and Karlyn Krautkramer, to me known to be the Mayor and City Clerk of the City of Stevens Point, and the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Pointer Plaza, LLC

By: _____

Name: Matt Burow

Title: Managing Member

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this ____ day of _____, 2020, the above named Matt Burow, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____

Notary Public, State of Wisconsin

My Commission: _____

Attachment(s): Exhibit A – Legal Description of the Property
 Exhibit B – Project Plans

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

RESERVED

EXHIBIT B
PROJECT PLANS

**TERMINATION OF
DEVELOPMENT AGREEMENT**

**111 DIVISION STREET PROJECT
TAX INCREMENTAL DISTRICT NUMBER 5**

This Termination of Development Agreement (the "Termination") is made this _____ day of _____, 2020 by and between the City of Stevens Point, a Wisconsin municipal corporation (the "City"), and Stevens Point Student Housing, LLC, a Wisconsin limited liability company (the "Developer").

RECITALS

- A. The City and Developer have entered into an Amended and Restated Development Agreement ("Development Agreement") dated June 25th, 2019, a copy of which is attached to this Termination as Exhibit A.
- B. Developer's ability to carry out its obligations under the Development Agreement depended upon Developer securing funding for its undertakings as detailed in the Development Agreement ("Developer's Obligations").
- C. Developer has been unable to secure adequate funding for the Developer's Obligations.
- D. As of the date of this Termination, Construction at the Development Site has commenced with significant progress. The previously existing K-Mart structure has been demolished, the site has been cleared and graded, and the Phase I structure as described in the Development Agreement has progressed significantly.
- E. As a result of Developer's inability to secure funding for the project, contractors who performed work done at the site thus far have not been paid in full. Consequently, the site is subject to or may become subject to significant contractor's liens.
- F. To resolve the contractor's liens and provide a route for the project to move forward, the Developer is proposing to transfer its interest in the Phase I structure and underlying

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

PIN:

281-2408-29-1400-17 and
281-2408-29-1400-18

Property to the general contractor involved in the project, Catalyst Construction (“Catalyst”).

- G. The City and Catalyst intend to enter into a new agreement under which progress on the Phase I building can continue.
- H. In order to facilitate the City and Catalyst entering into an agreement, the existing Development Agreement between the City and Developer must be terminated.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The City and Developer hereby agree that in furtherance of the Recitals listed above, the Development Agreement attached as Exhibit A is hereby terminated in its entirety.
- 2. Part 10 of the Development Agreement, Effective Date: Term, is hereby modified to read as follows:

Effective Date: Term. This Agreement shall be effective as of the date and year it has been fully executed by all parties. This Agreement shall terminate after all obligations of the Developer to make shortfall payments under Section 4(f) above have been satisfied and such obligations have lapsed. This Agreement may also be terminated at any time by mutually written agreement of all parties.

3. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. This Agreement sets forth the entire understanding between the City and the Developer with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- (b) This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- (c) This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

- (d) The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- (e) Both parties participated in negotiating the terms of this Agreement. Neither party shall benefit from not having drafted this Agreement. If any term, section or other portion of this Agreement is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by the parties.
- (f) No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by the City and the Developer. Nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer.
- (g) Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

To the Developer:

Martin Graff
Stevens Point Student Housing, LLC
560 Green Bay Road, #403
Winnetka, IL 60093

With a copy to:

Bruce T. Block, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
bblock@reinhartlaw.com

To the City:

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

- (h) The City may record a copy of this Agreement, or a memorandum thereof, in the Portage County Register of Deeds Office. Developer's obligations under Section 5 above shall run with the land and shall be binding on any successor or assignee of Developer.
 - (i) Personal jurisdiction and venue for any civil action commenced by any party arising out of this Agreement shall be deemed to be proper only if such action is commenced in circuit court for Portage County unless such court lacks jurisdiction. The Developer hereby consents to personal jurisdiction in Portage County. The Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless the circuit court for Portage County lacks jurisdiction.
 - (j) This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.
 - (k) Under no circumstances shall any alderperson, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
 - (l) 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.
10. Effective Date: Term. This Agreement shall be effective as of the date and year it has been fully executed by all parties. This Agreement shall terminate after all obligations of the Developer to make shortfall payments under Section 4(f) above have been satisfied and such obligations have lapsed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized.

(signatures to follow on next two pages)

CITY OF STEVENS POINT

By _____
Mike Wiza, Mayor

By _____
Karlyn Krautkramer, City Clerk

STATE OF WISCONSIN

COUNTY OF PORTAGE

Personally came before me this — day of _____, 2020, the above named Mike Wiza and Karlyn Krautkramer to me known to be the Mayor and City Clerk of the City of Stevens Point, and the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

HOUSING, LLC

STEVENS POINT STUDENT

By: _____
Name: Martin Graff
Title: Managing Member

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this ____ day of _____, 2020, the above named Martin Graff, to me known to be the person who executed the foregoing instrument and acknowledged the same

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Attachment(s): Exhibit A — Legal Description of the Property
 Exhibit B — Project Plans

This instrument drafted by:
Bruce T. Block, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

P.I.N. 281-2408-29-1400-17 and
P.I.N. 281-2408-29-1400-18

All of Lot 1 and Lot 2 of Portage County Certified Survey Map Number 9862-43-42, located in the Southeast Quarter of the Northeast Quarter of Section 29, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Subject to all easements, restrictions, reservations, covenants, resolutions, and public dedications of record.

CITY OF STEVENS POINT
APPLICATION FOR SPECIAL EVENT PERMIT

City of Stevens Point, 1515 Strongs Ave. Stevens Point, WI 54481

Answer all questions completely. Please print clearly.

This application must be on file in the City Clerk's Office at least **60 days prior** to the event.

- 1.) Please Check One: ☐ New Event ☒ As Previously Presented ☐ Changed Since Last Event
- 2.) Request is for: ☐ Parade ☐ Run/Walk ☒ Exhibition ☒ Other CAR SHOW
- 3.) Name of Event: 3rd Annual Lexi's Love Carshow Date of Event: 8/22/2020
- 4.) Name of Sponsoring Organization: Pete's Sports Bar - Mustangs of Central WI
Address: 200 Division St City: Stevens Point State: WI Zip Code: 54481
- 5.) Contact Person: Drew Potts (Pete Ananiadis - owner of Pete's) (715-252-4760)
Phone: 715-701-1856 Fax: - Email: djdrewpee@gmail.com
Address: 258 N Main St City: Amherst State: WI Zip Code: 54406
- 6.) Assembly Time: 12:00pm Start Time: 1:00pm End Time: 7:00pm
Specific Location of Event: 200 Division St, Stevens Point 54481
- 7.) Map of the Event Attached? ☒ Yes ☐ No Street Closures Required? ☐ Yes ☐ No
List of Street Blocks that will need to be closed: Vincent St From Maria Dr To the North end of Pete's
- 8.) Estimated Number of Participants: 100 Spectators: _____ Vehicles: _____ Animals: _____
- 9.) Food Prepared/Served at event? ☒ Yes ☐ No If yes, contact Portage County Health Dept. at 715-345-5350 and Fire Dept. at 715-344-1833 Grilled food
- 10.) Will alcoholic beverages be served? ☒ Yes ☐ No If yes, contact City Clerk's Office 715-346-1569
- 11.) Will the event utilize any City Facilities? ☐ Yes ☒ No Note: Park facilities handled by Parks Dept. 715-346-1531
- 12.) Check which services are needed: ☐ Police ☐ Auxiliary Officer Contact Officer Spath at sspath@stevenspoint.com

Please explain: Grilled food ~~and beer~~ and Corn on the cob

- 13.) Will any fireworks or other pyrotechnic devices be used during the event? ☐ Yes* ☒ No

*If yes, Please explain: _____

- 14.) Will tents as described below* or other temporary structures be erected? ☐ Yes* ☒ No

*If yes, you will need a permit from the Fire Department. Please contact them at 715-344-1833 and ask for the officer on duty.

*You will be erecting a tent or other temporary structure over 400 square feet or the aggregate area of smaller tents installed within 12 feet of each other is greater than 400 square feet. A tent is defined as a structure, enclosure, or shelter with or without sidewalls or drops, constructed of fabric or pliable material supported by any manner except air.

*You will be erecting a canopy over 700 square feet or the aggregate area of smaller canopies installed within 12 feet of each other is greater than 700 square feet. A canopy is defined as a tent that is open on all sides.

- 15.) Will smaller tents or other temporary structures be erected? ☒ Yes ☐ No

- 16.) Are Inflatables or Bounce Houses part of your event? ☐ Yes* ☒ No

*If yes, you must have a certificate of insurance on file. Contact the Treasurer's Office (715-346-1573) for more information.

APPLICATION CONTINUED ON THE BACK

17.) Briefly describe your Event (you may attach additional pages):

Please see email provided
Please contact me with any additional concerns

18.) Is any other special assistance from the City needed?

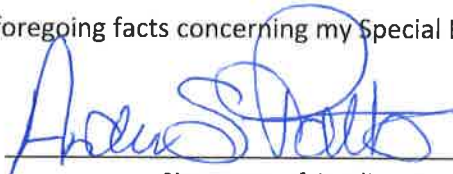
NO

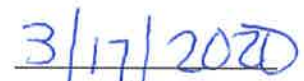
I understand the filing of this application does not ensure the issuance of this permit. I also understand that all Special Event organizers and participants must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations. Additional fees such as park facilities, tent, and firework permits are in addition to the fees submitted for the Special Event Application.

HOLD HARMLESS INDEMNIFICATION AND DEFENSE

THE APPLICANT AND/OR THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF STEVENS POINT AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSES, COSTS, INCLUDING ATTORNEY FEES ARISING OUT OF THE ACTIVITIES PERFORMED AS DESCRIBED HEREIN, CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE APPLICANT/ORGANIZATION, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE WHOSE ACTS ON BEHALF OF THEM MAY BE LIABLE, EXCEPT WHERE CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

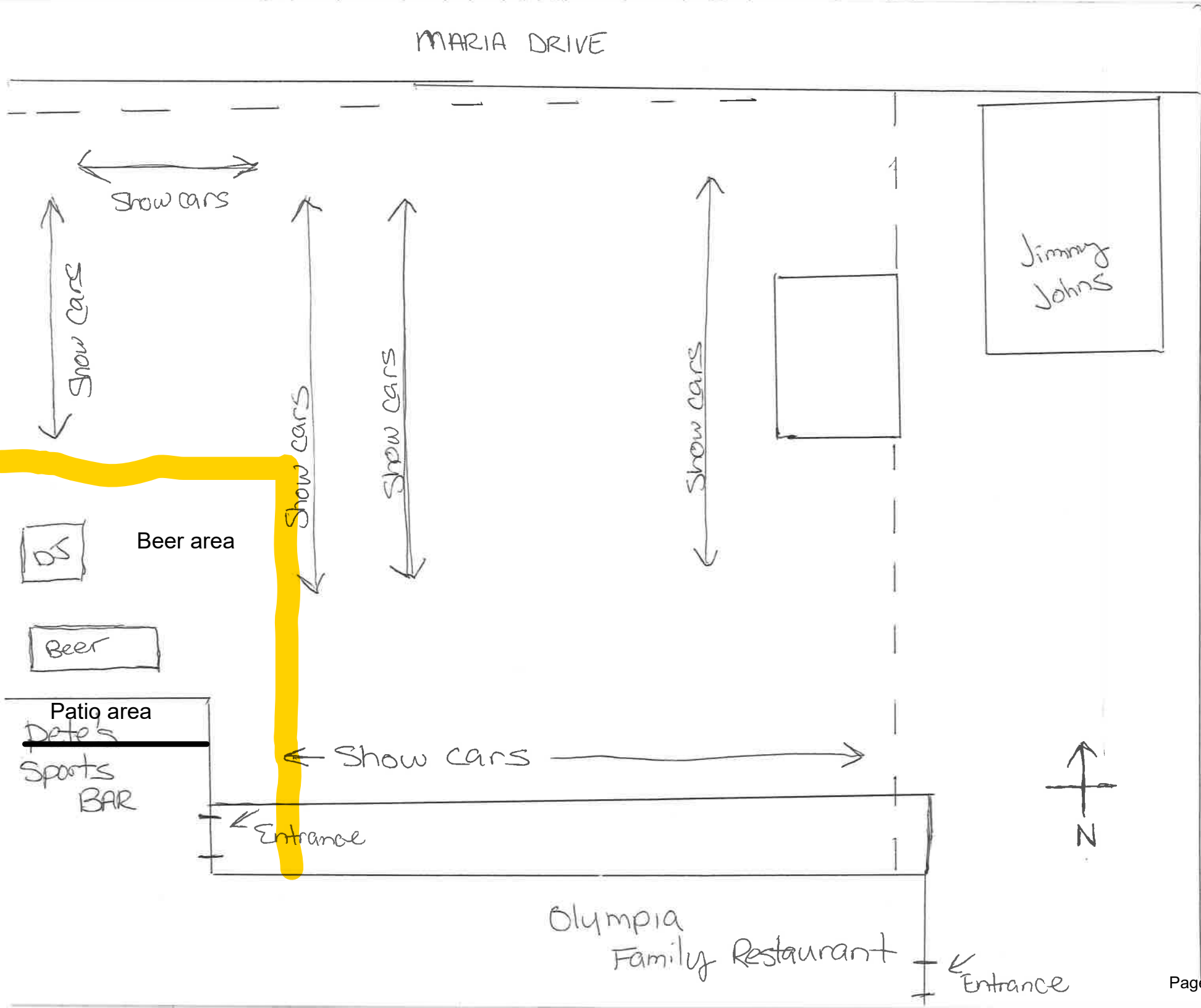
I hereby certify that the foregoing facts concerning my Special Event are true to the best of my knowledge:

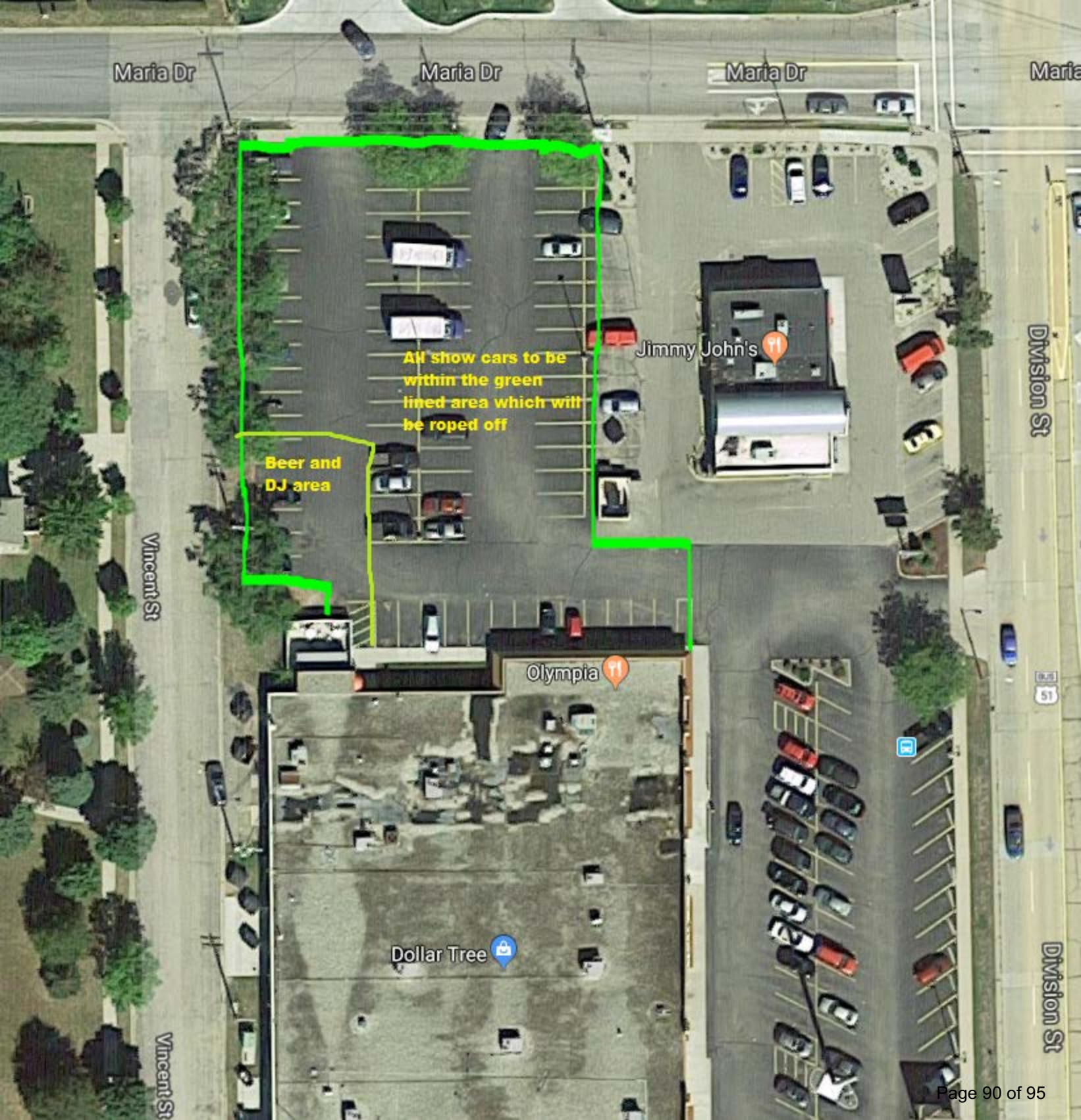

Signature of Applicant


Date

MARIA DRIVE

DIVISION ST





From: [Potts, Drew](#)
To: [Karlyn Krautkramer](#)
Subject: Lexi's Love car show benefit August 22nd From
Date: Tuesday, May 12, 2020 11:13:49 AM
Attachments: [image001.png](#)
[EXTERNAL Re Lexi's Love Car show August 22nd 2020.msg](#)

Karlyn,

It was a pleasure to speak to you this morning. I hopefully have covered all concerns the counsel may have with this event listed below. I also wanted to take a moment and advise what this event is all about. Lexi Ananiadis, has been a hard working little girl donating to charities across Stevens Point. 2 years ago, I joined with her parents and Mustangs of Central Wisconsin for the first ever Charity Car show. All sales proceeds, of food, beer, raffle prizes, and car show entries, go directly back into the Stevens Point Community. Last year we were able to raise over \$3000.00! This money was able to complete the wish lists of the Warming center, the Salvation Army, Madison School, Jefferson School, and 3 deserving families in need for 5 different kids for clothing, coats, and shoes for the entire school year. (photos attached). Here is the link to the news coverage last year though the video is missing. We expect to blow that out of the water this year as the attendance is expected to be double of last year.

<https://waow.com/2019/08/24/lexis-love-2nd-annual-charity-car-show/> This is a great event that supports the local community and as the administrator for Mustangs of Central Wisconsin, I am proud to have founded this event and proud that we are able to contribute back to the local community and schools through her charity. We would love to see you all at the event this year!

I have spoken with Pastor Andy Weden of the Peace Lutheran Church and confirmed he does not have issues with the road closure for the event. I have attached his email confirmation of the same. There are no other affected residence within the closure area. The purpose of the closed area is for additional room to display show cars. Once the cars are positioned, no traffic will be driving through. This will be utilized as the show area just like the parking lot. I have attached a google overhead map of the area for the show cars, and the event. No regular cars will be in the area. The lot will be blocked by cones and caution tape. Emergency service lanes will be open and accessible as needed. I also spoke with Carrie regarding a temporary beverage permit. We would be serving beer only from a trailer located in the corner of the lot. Each person will need to show id and be provided a wristband to purchase the beer. Again, all the sales go right to the charity. I hope this answers all concerns for the show. If not, do not hesitate to contact me via email or phone. I would be happy to address any further concerns that anyone may have. Thanks again for your consideration and time!



Some photos of the donations made last year.





Regards,

Drew Potts

Claims Representative II - National Accounts

Ph 715-346-9077 | Fax number 800-999-4642

Email drew.potts@sentry.com

800-4Sentry (800-473-6879) ext 3469077

Sentry, A Mutual Company

P.O. Box 8026

From: [Weden, Andy](#)
To: [Potts Drew](#)
Subject: [EXTERNAL] Re: Lexi's Love Car show August 22nd 2020
Date: Tuesday, May 12, 2020 10:38:08 AM
Attachments: [image001.png](#)

This email confirms that Mr. Drew Potts and I have spoken in regards to the Vincent St. closure on August 22nd 2020 from 12noon to 5pm. As a long standing member of this community Peace Lutheran Campus Center is happy to assist Drew in achieving his desire of utilizing Vincent St. for non-vehicle use during that time.

Sincerely,
Pastor Andy Weden

Peace Lutheran Campus Center
1517 Maria Drive
Stevens Point, WI 54481
715.345.6510

From: Potts Drew <Drew.Potts@sentry.com>
Sent: Tuesday, May 12, 2020 10:31 AM
To: Weden, Andy <aweden@uwsp.edu>
Subject: Lexi's Love Car show August 22nd 2020

CAUTION: This message came from an EXTERNAL source. Do not reply to this message or follow any links in it unless you are certain they are not part of a phishing attack.

Good morning Pastor Andy.

Thank you for taking the time to speak with me this morning. I spoke with the City Clerk and confirmed they only need confirmation that I spoke with you and you see no conflicts with our show on August 22nd from Noon to 5pm. If you could be so kind to respond confirming this so I may forward with my supplemental email to the City, it would be greatly appreciated. If possible, I will need today so I may submit prior to the City meeting on Thursday.

Thanks in advance! Be safe out there!

Regards,

Drew Potts

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**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. Subsection (13) of Section 12.14 of the Municipal Code of the City of Stevens Point, is hereby amended to read as follows:

12.14 (13) Operator's License

(a) New Applications. The City Clerk shall be the designated municipal official for issuance of operator's licenses under Wis. Stats § 125.17. New applicants for an operator's license shall be issued a provisional license by the City Clerk in accordance with Section 125.17(5), Wisconsin statutes, if all other conditions of Section 125.04(5) of the Statutes have been met, until the responsible beverage server training course requirements have been fulfilled, but not to exceed 60 days from date of issuance. The provisional and regular license fee is set forth in Section 12.00. Upon successful completion of the training course, a regular operator's license shall be issued by the city clerk at no additional cost, to expire on June 30th following issuance. Persons failing to complete such course within 60 days may apply for no more than one additional provisional license within the license year upon payment of another fee.

(b) Renewal Applications. Holders of regular operators licenses may apply for renewal. Renewal licenses shall expire on the second June 30th following issuance of such license. The renewal license fee is set forth in Section 12.00.

(c) Applicants for Operator's License (New or Renewal) shall truthfully answer all questions on the application form provided by the City Clerk and sign such. In the event the applicant fails to complete the form, or does not answer fully, the Clerk shall not issue the license. The applicant shall be notified of the omissions and may submit a new form after a waiting period of sixty days, and remit a new fee. If the applicant does not meet all of the lawful qualifications for issuance of a license, the Clerk shall not issue the license and shall provide the applicant a written document indicating the reasons for such denial. An applicant may appeal such denial by filing a request in writing for a hearing before the Common Council. Such hearing and any further appeal from the decision rendered following such hearing shall be governed by Wis. Stats. § 125.12.

SECTION II: This ordinance shall take effect upon passage and publication, as provided by law.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Karlyn Krautkramer, City Clerk

Dated: April 30, 2020
Adopted: May 18, 2020
Published: May 22, 2020