

**CITY OF STEVENS POINT
ADMINISTRATIVE APPEALS BOARD AGENDA**

**November 17, 2021 - 4:00 PM
City Conference Room - 1515 Strong's Avenue**

1. Roll Call.
2. Election of Chair.
3. Minutes of the August 18, 2021 meeting.
4. Appeal of notice/service charge for property maintenance violation:
 - a. 2901D Fifth Avenue.
 - b. 1616 Main Street.
5. Adjournment.

RMC – Revised Municipal Code

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure reasonable accommodations can be made. The City Clerk can be reached by telephone at (715) 346-1569 or by mail at 1515 Strong's Avenue, Stevens Point, WI 54481. Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.

ADMINISTRATIVE APPEALS BOARD
August 18, 2021 - 4:15 PM
City Conference Room - 1515 Strong's Avenue

MINUTES

1. Roll Call.

PRESENT Ald. Jennings, Member Noltze, Member Speckmann.

EXCUSED Ald. Shorr, Ald. Fishler.

**OTHERS
PRESENT** Clerk Yenter, Neighborhood Improvement Coordinator Kordus,
Director Kernosky.

2. Minutes of the May 19, 2021 meeting.

Member Speckmann **moved**, Member Noltze seconded to approve the minutes of the May 19, 2021 meeting.

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

3. Appeal of notice/service charge for property maintenance violation:

a. 2615 Fifth Avenue.

Neighborhood Improvement Coordinator Kordus provided the committee with a brief overview of the violation and explained the process of the pink tags.

Tyler Ignatowski, 7027 Oak Road, Vesper WI, said he understands only putting one pink tag on a group of items. He said in a case like this, the item with the pink tag was taken and they were unaware of the items receiving a pink tag.

Member Speckmann **moved**, Member Noltze seconded to deny the appeal.

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

b. 1233 Franklin Street.

Neighborhood Improvement Coordinator Kordus provided a brief overview of the violation.

Christine Burch, 1108 Lindbergh Avenue, said she was not notified of the violation. She said she was out of town and did not see the pink tag.

Member Noltze **moved**, Member Speckmann seconded to deny the appeal.

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

c. 417 Bliss Avenue.

Neighborhood Improvement Coordinator Kordus provided an overview on the violation.

Member Speckmann **moved**, Member Noltze seconded to deny the appeal.

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

4. Schedule date and time of the next meeting.

As there were no pending appeals, a meeting was not scheduled.

5. Adjournment.

Adjourned at 4:30 p.m.



Deliver To:
City Clerk's Office
Attn: Administrative Appeals Board
1515 Strongs Avenue
Stevens Point, WI 54481

or Email To:
clerk@stevenspoint.com

PROPERTY APPEAL FORM

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. **While not mandatory, you are highly encouraged to attend the meeting.**

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 2901D 5th Ave OWNER OF PROPERTY: Rent Wisco LLC
INDIVIDUAL FILING APPEAL: Tyler Ignatowski RELATION TO PROPERTY: Owner
CONTACT PHONE: 8015849834 EMAIL ADDRESS: ignacorp@gmail.com

ALLEGED VIOLATION: Inspection After Initial Notice VIOLATION ID #: 500033657

HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO ☐ YES ☒ AGENT: Mark Kordus

RESULTS OF THAT DISCUSSION:

Was told to follow appeal process.

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

Please see attached form documentation & letter from Mayor Mike Wiza. Not to get into too much detail & to not submit too many documents, the summary is; process was already underway & treatment notices were sent to tenants prior to tenants submitting a complaint.

SIGNATURE OF APPELLANT: [Signature] DATE: 10/14/2021
PRINT NAME: Tyler Ignatowski APPELLANT'S ADDRESS: PO Box 1071



Client Service Order

23699

340 Locust Street
Wisconsin Rapids, WI 54494
715-451-2783
Business License # 93-019449-016162

SERVICE LOCATION

Name: Lakeview Apts
Address: 2901 5th Ave D bldg
City/State/Zip: Stevens Point WI 54481
Phone: _____

BILLING LOCATION

Contact Name: Rick Wisco
Address: P.O. Box 1071
City/State/Zip: Stevens Point WI 54481
Contact: 801-584-2834 Taylor

Date: 7-30-21 Time In: 2:00

Time Out: 11:45

Demand CS	100-1066	.015%	.03%	.06%		
Demand CS	100-1066	.015%	.03%	.06%		
Weather Blox XT	100-1055	.005%				
Termidor SC	7969-210	.06%				
Talstar P	279-3206	.06%				
Phantom	241-3572	.25%			1502	Pests in 8 Garabands of Kitchen/Bath, Under
Control IC	2724-357	.02 to .05%			1502	Behind Refrigerator, Pop Closure Above
		%				"

Found Live Rodents in Apts 1, 3, 5, 7, & 8. Apt #4 was not
Ready for Service - Cabinets Full of food. #2 & #8 Apts
were dirty - floor cleaned. Recommended a Regular
Inspection on Apts to Make Sure they are staying
clean. Issue discussed, have started in Apt #3.

Thank you

BS

MS40² Pd
2272 +
2275

SUBTOTAL \$

TAX \$

TOTAL \$ 570⁰⁰

Brad Janeczek	143351-CA	
Scott Machotka		

Customer Signature: _____

Date: 7-30-2021

Make checks payable to: Freedom Pest Control, please make sure to reference the invoice number, name or service address in the memo.
To request a copy of the MSDS Sheets, contact Freedom Pest Control @ 715-451-2783

White Copy - Customer Copy

Yellow copy - Remit to 340 Locust Street - Wisconsin Rapids, WI 54494

Pink Copy - Office Copy

1C



Client Service Order

24809

340 Locust Street
Wisconsin Rapids, WI 54494
715-451-2783
Business License # 93-019449-016162

SERVICE LOCATION

Name: Lakeview Apts
Address: 2901 5th Ave (Bldg D)
City/State/Zip: Stevens Point WI 54481
Phone: _____

BILLING LOCATION

Contact Name: Rett Wisco
Address: PO Box 1071
City/State/Zip: St. Point WI 54481
Contact: _____

Date: 8-30-21 Time In: 7:25 Time Out: 10:35 ^{AM} _{PM}

Demand CS	100-1066	.015%	.03%	<u>.06%</u>	<u>802</u>	<u>1.55-1.8 = under + bed + stove + fridge</u>
Demand CS	100-1066	.015%	.03%	.06%		<u>Kitchen under sink + Baseboards</u>
Weather Blox XT	100-1055	.005%				
Termidor SC	7969-210	.06%				
Talstar P	279-3206	.06%				
			%			
			%			
			%			

#2 Rock Service

Still some Apts need cleaning (Apt
#16)

Keep monitor of Traps + Apt
cleaning.

Thank you!

BR

#2503

#4809

Pr

SUBTOTAL	\$
TAX	\$
TOTAL	\$ <u>480.99</u>

Brad Janeczek	143351-CA	<u>BR</u>
Scott Machotka	499699	

Customer Signature: _____ Date: 8-30-2021

Make checks payable to: Freedom Pest Control, please make sure to reference the invoice number, name or service address in the memo.
To request a copy of the MSDS Sheets, contact Freedom Pest Control @ 715-451-2783



Client Service Order

24853

340 Locust Street
Wisconsin Rapids, WI 54494
715-451-2783
Business License # 93-019449-016162

SERVICE LOCATION

Name: Lake View Apts (Bldg D)
Address: 2701 5th Ave
City/State/Zip: Stevens Point WI 54481
Phone: _____

BILLING LOCATION

Contact Name: Rest Wisco
Address: PO Box 1071
City/State/Zip: Stevens Point WI 54481
Contact: _____

Date: 9-30-21 Time In: 9:20 ^{AM}/_{PM} Time Out: 10:30 ^{AM}/_{PM}

Demand CS	100-1066	.015%	.03%	.06%		
Demand CS	100-1066	.015%	.03%	.06%		
Weather Blox XT	100-1055	.005%				
Termidor SC	7969-210	.06%				
Talstar P	279-3206	.06%				
Phantom	241-392	<u>.50%</u>			8 1/2 oz	APSC 1-8 = Underbldg, + Basile Fridge + 300 pigeons of kitchen + Bldg + 300 + 300 + 300
		%				
		%				

Roach Service #3
Roaches found in most Apts - (Small Sub
Adults).

Thank you!
So

2335
480.00
Rd
9-30-2021

SUBTOTAL \$
TAX \$
TOTAL \$ 480.00

Brad Janeczek	143351-CA	<u>BRJ</u>
Scott Machotka	499699	

Customer Signature: _____ Date: 9-30-2021

Make checks payable to: Freedom Pest Control, please make sure to reference the invoice number, name or service address in the memo.
To request a copy of the MSDS Sheets, contact Freedom Pest Control @ 715-451-2783

White Copy - Customer Copy

Yellow copy - Remit to 340 Locust Street • Wisconsin Rapids, WI 54494

Pink Copy - Office Copy

Sandy Frasch

From: Sandy Frasch
Sent: Friday, August 20, 2021 1:01 PM
To: Mike Wiza
Subject: Phone Message: LeAnna Lindsley

Tracking:	Recipient	Delivery	Read
	Mike Wiza	Delivered: 8/20/2021 1:01 PM	Read: 8/20/2021 9:15 PM

8/20/21 11:34am

LeAnna Lindsley
2901 5th Ave D Bldg Apt 5 – University Lake Apartments
Phone: 920-265-0856

Message: There is a cockroach problem at University Lake Apartments D Bldg. Landlord did not disclose this before I renewed my lease. What can be done?

Sandy Frasch
Assistant to the Mayor | City of Stevens Point
1515 Strongs Avenue, Stevens Point, WI 54481
P: 715-346-1570
sfrasch@stevenspoint.com | stevenspoint.com

Mike Wiza

From: Sandy Frasch
Sent: Friday, August 20, 2021 8:13 AM
To: Mike Wiza
Subject: Phone Message: Melissa Dolan

8/20/21 7:58am

Melissa Dolan
2901 5th Ave D Bldg Apt 2
Phone: 715-340-3125

Message: Single mom with 4 kids; ages 2, 5, 6, 10. She has a cockroach problem, landlord knew about it in Jan 2021 before she moved in April 2021. He did not disclose this before she moved in and wants to know what she can do?

Sandy Frasch
Assistant to the Mayor | City of Stevens Point
1515 Strongs Avenue, Stevens Point, WI 54481
P: 715-346-1570
sfrasch@stevenspoint.com | stevenspoint.com

From: Justin Jepson <info@rentwisco.com>

7/21/2021 4:36 PM

To: Select a recipient ...

[[Current_Date]]

Hello [[Tenant_First_Name]],

We are contacting you to give you advanced notice that we will be entering your residence in 24-48 hours. If you have any pets, please ensure that they are either absent from the residence or properly removed from any areas where maintenance or showings are taking place. Our anticipated timeframe for accessing your residence will be between 4-5pm CST on Friday, 7/23/2021.

Thank you for your cooperation.

Justin Jepson
Office Manager
Rent Wisco, LLC
715-204-6007 (9AM-4PM M-F)
info@rentwisco.com

From: Justin Jepson <info@rentwisco.com>

7/27/2021 10:58 AM

To: Select a recipient ...

[[Current_Date]]

Hello [[Tenant_First_Name]],

We are contacting you to give you advanced notice that we will be having a pest control service treat your apartment on Friday, July 30th between 10:30am-2pm. To ensure the success of the pest treatment, and for your safety, please ensure that you and pets are absent from the residence until after 2pm.

We are also going to conduct another property inspection on Thursday, July 29th between 3:15pm-3:45pm to ensure that all items have been removed from cabinets & countertops. This needs to be done to ensure successful treatment of the unit.

Thank you for your cooperation.

Justin Jepson
Office Manager
Rent Wisco, LLC
715-204-6007 (9AM-4PM M-F)
info@rentwisco.com

From: Justin Jepson <info@rentwisco.com>

7/29/2021 5:33 PM

To: Select a recipient ...

[[Current_Date]]

Hello [[Tenant_First_Name]],

We are contacting you to give you advanced notice that we will be entering your residence tomorrow morning at 10:30am for pest control purposes. All residents will need to be out of the building until 2pm at the very minimum. If you have any pets, please remove them from the property for this same duration as we are having a technician come in to spray the building due to cockroaches being found in several apartments.

YOU MUST REMOVE ALL ITEMS FROM KITCHEN & BATHROOM COUNTERTOPS & FROM INSIDE CABINETS IN THE KITCHEN & BATHROOM TO ENSURE THE SUCCESS OF THIS TREATMENT!

Thank you for your cooperation.

Justin Jepson
Office Manager
Rent Wisco, LLC
715-204-6007 (9AM-4PM M-F)
info@rentwisco.com

From: Tyler Ignatowski <ignacorp@gmail.com>

8/18/2021 11:41 AM

To: Select a recipient ...

Hello,

I wanted to clarify a few things in reference to the cock roach situation which is being treated. The unit that caused the cockroaches were identified and the entire building is being treated. The treatment is not a 1 time or 1 and done solution. To properly take care of this situation it takes multiple treatments. We will continue to contact you as we have the pest company perform their solutions or if we need to enter the building/unit. Below is some helpful info:

1. First treatment has already been performed, this treatment does not kill all of them but leaves a residue on the roaches to make them not able to reproduce. This has to stay on the roaches for a certain amount of time before treatment 2 is allowed. Until treatment 2 you may see the roaches be more active, please keep track of how many or how frequent if you see any which will help our pest company determine the process for step 2. We are getting closer to the second treatment and right now we will be adding glue traps to see how many appear to also help the pest company gauge the second treatment.
2. Second Treatment will fully kill the roaches. After the second treatment please notify us if you continue to see any as it will help determine that third treatment.
3. The third treatment will finalize the issue and kill any of the few remaining roaches that are still lingering after the second treatment.

We appreciate your patience and we will be in communication as we work to fully resolve the issue.
Thank You.

From: Justin Jepson <info@rentwisco.com>

8/25/2021 6:03 PM

To: Select a recipient ...

Dear Tenants,

On Monday, August 30, 2021, the 2nd of 3 treatments will be taking place between 9am – 10am, work is expected to be completed by done. People & pets should remain out of the building until at least 2:30pm at the earliest.

On the day of the treatment, all kitchen & bathroom cabinets, cupboards, countertops, & pantries need to be emptied & cleaned with nothing left in or on any of them for the treatment to be successful. Failure to do so, may result in a charge for any cleaning or removing of items.

IMPORTANT INSTRUCTIONS:

- We can't properly treat for this issue unless your apartment stays clean prior to & after the treatment.
- You must keep all food particles and waste under control, cleaning daily & especially after meals.
- You must remove garbage & waste materials out of your unit on a regular basis.
- Keep in mind that the cleaner your apartment is & the more frequently you clean, the faster the pest control treatment will work.

After the treatment, you may see some cockroaches on a more frequent basis as they die. If you would like to continue sending us text messages and/or pictures so we can continue to monitor the situation to know more information going into the 3rd and final treatment, we would be happy to continue logging the information for our pest control technician.

You will be notified when the 3rd & final treatment is taking place by email.

Justin Jepson
Office Manager
Rent Wisco, LLC
715-204-6007 (9AM-4PM M-F)
info@rentwisco.com

From: Justin Jepson <info@rentwisco.com>

8/30/2021 11:50 AM

To: Select a recipient ...

We are notifying you that the 2nd cockroach treatment in the D Building has been completed. You can return back to your apartments within 2 hours, 12:45pm. Overall, the 1st treatment is working & we are seeing success in dealing with the issue. There will be a 3rd treatment in approximately 30 days & we will notify you once it is scheduled around the 26th of September. Please remember that the cleaner you keep your apartment & the more frequently you take out your garbage & recycling, will assist in the matter greatly. Please continue to notify us if you see any roaches so we can give details to the pest control technician. We appreciate your cooperation.

Justin Jepson
Office Manager
Rent Wisco, LLC
715-204-6007 (9AM-4PM M-F)
info@rentwisco.com

From: Tyler Ignatowski <ignacorp@gmail.com>

9/27/2021 11:26 AM

To: Select a recipient ...

Hello,

This is notice that on **Thursday 09/30/2021 between 9:30 AM – 11:00AM** we have Freedom Pest Control doing their 3rd treatment for cock roaches. For this treatment you do not have to remove items from the cabinets. Please remember to continue to clean your apartment, regularly take out the trash, and keep it clean as it recommended per the Pest Control Company. Any notes besides what you have already sent to our office can be left for the Pest Control Company, so they have a better understanding of the situation in the building. If you have already sent anything to our office, we have shared that information already with the Pest Control Company. It is recommended to not have pets there while the Pest Company is spraying, and it is safe to be back in the property at 11:30 AM.

Thank you for your cooperation.

Rent Wisco

Tyler Ignatowski

262.320.7233

From: Tyler Ignatowski <ignacorp@gmail.com>

9/30/2021 1:54 PM

To: Select a recipient ...

Hello,

I am giving you an update on the Cock Roach Treatment performed this morning on 9/30/21 per Freedom Pest Control. The technician states his treatments are working according to his plan and was pleased with the results seen today. This was the 3rd treatment which was recommended to be the final. To ensure this issue is 100 percent taken care of we are doing the following inspections per Freedom Pest Controls Recommendations.

Inspection Friday 10/08/21 at 11:45 AM (Should last 45-60 Minutes)

Inspection Friday 10/15/21 at 11:45 AM (Should last 45-60 Minutes)

Inspection Friday 10/22/21 at 11:45 AM (Should last 45-60 Minutes)

This is notice that we will be entering at the dates and times listed above. Depending on the above three inspections we will know on 10/22/21 if the situation is cured or if we need 1 more FINAL treatment on 10/30/21.

Please notify us or keep a log if you see any Cock Roaches so we can discuss with Freedom Pest Control and notify them of what you seen. A simple email to us or task created through the portal is easiest (info@rentwisco.com). ALSO REMEMBER IF YOU SEE ONE KILL IT and dispose of it.

MOST IMPORTANTLY - especially now more than ever it is extremely important to keep your apartment 100 percent clean, to immediately clean up all food scraps after cooking, and properly dispose of the trash (more frequent the better). The less food Cock Roaches have the faster they will be gone, as a reminder a chemical was used so they can not reproduce so this last treatment is supposed to finish the remaining ones that are left.

Thank you for your cooperation,

Tyler Ignatowski

262.320.7233

ignacorp@gmail.com



Memo

Mark Kordus
Neighborhood Improvement Coordinator
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mkordus@stevenspoint.com

To: Public Protection Committee
From: Mark Kordus
CC: Ryan Kernosky & Andrew Beveridge
Date: 10/27/21
Subject: 2901 Fifth Ave. Unit D - Case # RAC-2021-00977

On 8/20/21 the Mayor's office received two separate complaints from tenants in apartments 2 and 5 located within building D at 2901 Fifth Ave., related to an unresolved and ongoing cockroach infestation. These were both forwarded to the inspections department for follow up. Mark Kordus contacted both tenants who expressed similar concerns; lack of disclosure by the landlord prior to signing or renewing leases, lack of notice for any precautions to be taken either before or after pesticide (chemical) treatments, and the continuation of the problem over several months without any noticeable progress of the cockroach infestation within the building proper or their respective units.

An inspection was performed at the request of the tenants on 8/30/21, both live and dead cockroaches were observed in glue traps and within kitchen areas. These were then taken to the University Wisconsin Department of Entomology Insect Diagnostic Lab and verified as German cockroaches. A notice of non-compliance was sent for the infestation, as well as excessive trash piled around and outside the dumpster adjacent to the building in question, with a 9/15/21 compliance date. Specific to this notice of non-compliance was a requirement of submittal of a pest management plan, with follow up inspection reports documenting the effectiveness of any treatments.

A letter was received from Tyler Ignatowski on 9/10/21 (attached) which did not comply with the provisions outlined in the original non-compliance notice. A second inspection occurred by Mark Kordus on 9/15/21, and roaches were observed, though the trash outside the dumpster was removed and cleaned up. On 9/16/21 a second notice of non-compliance was generated with a \$100 service fee for the follow up inspection and the lack of compliance with the first notice relative to pest management plan, inspections performed and/or those scheduled. In addition, a copy and reference to WI stats 704.07 which requires landlords to disclose any outstanding code violations prior to leasing any dwelling was provided, as the tenant in apartment 2 had moved out since the initial inspection.

The questions and requirement of notice provisions before or after chemical treatment as outlined on the product labels has been referred to State of Wisconsin DATCP. Mark Kordus did attend, with Rent Wisco representatives, the post treatment inspection of all the units on 10/15/21, approximately 20 roaches were observed. Inspection reports were provided to our department on 10/19/21, with future inspection dates as well. This case is currently open and ongoing, the appellant has not spoken to the issuing agent as indicated on the appeal form at any point in this process.

Mike Wiza

From: Sandy Frasch
Sent: Friday, August 20, 2021 8:13 AM
To: Mike Wiza
Subject: Phone Message: Melissa Dolan

8/20/21 7:58am

Melissa Dolan
2901 5th Ave D Bldg Apt 2
Phone: 715-340-3125

Message: Single mom with 4 kids; ages 2, 5, 6, 10. She has a cockroach problem, landlord knew about it in Jan 2021 before she moved in April 2021. He did not disclose this before she moved in and wants to know what she can do?

Sandy Frasch
Assistant to the Mayor | City of Stevens Point
1515 Strong's Avenue, Stevens Point, WI 54481
P: 715-346-1570
sfrasch@stevenspoint.com | stevenspoint.com

Sandy Frasch

From: Sandy Frasch
Sent: Friday, August 20, 2021 1:01 PM
To: Mike Wiza
Subject: Phone Message: LeAnna Lindsley

Tracking:	Recipient	Delivery	Read
	Mike Wiza	Delivered: 8/20/2021 1:01 PM	Read: 8/20/2021 9:15 PM

8/20/21 11:34am

LeAnna Lindsley
2901 5th Ave D Bldg Apt 5 – University Lake Apartments
Phone: 920-265-0856

Message: There is a cockroach problem at University Lake Apartments D Bldg. Landlord did not disclose this before I renewed my lease. What can be done?

Sandy Frasch
Assistant to the Mayor | City of Stevens Point
1515 Strong's Avenue, Stevens Point, WI 54481
P: 715-346-1570
sfrasch@stevenspoint.com | stevenspoint.com



Tuesday, August 31, 2021

ID#: RAC-2021-00977

RENT WISCO LLC
7027 OAK RD
VESPER, WI 54489-9652

**NONCOMPLIANCE NOTICE:
INFESTATION AT 2901 FIFTH AVE UNIT D**

Dear Rent Wisco LLC,

An inspection of the property located at 2901 FIFTH AVE UNIT D was made on 08/30/2021. As a result of this inspection, the condition below was observed:

Condition:

- A cockroach infestation was observed in building D. Specimens were collected and verified by the University Wisconsin Department of entomology insect diagnostic lab as German cockroaches. A pest management plan must be submitted to our department on or before the due date with regular inspections of affected apartments to document effectiveness of the plan with a report of these activities to be furnished to the City every 30 days until the issue is resolved. Must be corrected by: 09/15/2021
- Infestation of Insects, Rodents and/or Animal Pests 21.03(8): 21.03(8) Every occupant of a premise containing a single unit shall be responsible for the extermination of insects, rodents and/or animal pests on the premises; and every occupant of a premise unit in a premise containing more than one (1) premise unit shall be responsible for such extermination whenever his premise unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a premise in a reasonably insect, rodent and/or animal pestproof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the premise units in any premise, or in the shared or public parts of any premise containing two (2) or more premise units, extermination thereof shall be the responsibility of the owner.



- o Interior items such as furniture may not be stored outside the dwelling please remove prior to the due date. Must be corrected by: 09/15/2021

Interior Household Items Exposed to the Weather 21.03(9): 21.03(9) No owner or occupant of a premise or premise unit shall accumulate rubbish, boxes, lumber, scrap metal, appliance, or any other material or furniture designed for interior use on the premises which it is exposed to the weather for longer than 24 hours in such a manner that may be unsightly to, incompatible with, or repugnant to the residential or commercial neighborhood.



The condition described above is not in compliance with the referenced Municipal Code, WI Admin Code, & WI Statutes, which states, 'the provisions of these codes shall apply to all existing premises and constitute the minimum requirements and standards for property conditions'. **Case details may be requested at communitydevelopment@stevenspoint.com.**

This is your official notice that you will need to bring the property into compliance by properly abating such conditions within the timeline indicated. A re-inspection will occur to verify if the condition(s) is abated prior to **09/15/2021**. Please contact the issuing inspector if this date needs to be adjusted before the scheduled re-inspection. Grants or low interest loans may be available to local homeowners, to verify funding availability please visit stevenspoint.com/595/Homeowner-Help

Failure to correct the condition(s) described above will result in the issuance of a \$100.00 service charge, as well as, enforcing the penalty provisions described in the Stevens Point Municipal Code, with the any unpaid charges assessed against the real estate as a special charge.

Please note that if work is being performed, or slated to be performed, it may require a building permit. Inquire with our office to verify if a building permit is needed. If you require assistance or have any additional questions regarding this matter, please contact the issuing inspector.

Sincerely,



Mark Kordus
Code Enforcement Official

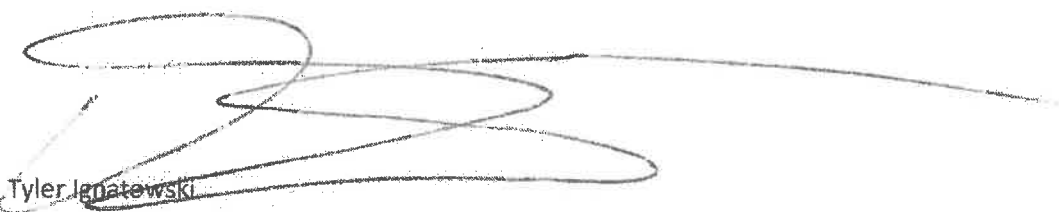
09/08/2021

Mark Kordus,

I am in receipt of your letter dated 08/31/2021.

1. A Cock Roach plan was put in place once we found out of the situation, Freedom Pest has already serviced the property twice and in fact serviced the property the morning before you came to do your "inspection".
2. The glue trap in your picture is very interesting as a service was done the morning before you did your "inspection" and each roach on glue traps were distinctly marked which is not in your image which means either its an old trap or somebody isn't complying with our pest control company.
3. The furniture was removed the day after an employee seen you speeding out of our property when one of our company trucks pulled in, the furniture was illegally dumped by a tenant that moved which has been addressed. I was surprised to not see a pink tag on "one" item, and it was nice to receive this letter in a few days compared to over a month later. Either way you would need permission to come on to Private Property which brings me to my request below.

An employee seen you do your "inspection" and your total time at the property was less than 5 minutes, I am unsure how anyone can consider that an "inspection". **It is illegal to trespass onto private property, therefor I am requesting proof you were called, or the open records of the incident delivered to me by mail no later 9/23/2021.** If you do not supply that information, I am requesting the name of the record holder of your department so I can submit an open records request. Upon proof that you did not illegally trespass I have no problem supplying the documentation from Freedom Pest Control who has their 3rd and final service scheduled on 09/30/2021.



Tyler Ignatowski

P.O BOX 1071 Stevens Point, WI 54481

Rent Wisco LLC

801-584-9834



Thursday, September 16, 2021

ID#: RAC-2021-00977
INVOICE#:500033657

RENT WISCO LLC
7027 OAK RD
VESPER, WI 54489-9652

**NONCOMPLIANCE NOTICE:
INFESTATION AT 2901 FIFTH AVE UNIT D**

Dear Rent Wisco LLC,

An inspection of the property located at 2901 FIFTH AVE UNIT D was made on 09/15/2021. As a result of this inspection, the condition below was observed:

Condition:

- In response to two tenant complaints (attached) a cockroach infestation was observed in building D. Specimens were collected and verified by the University Wisconsin Department of entomology insect diagnostic lab as German cockroaches. A pest management plan was not submitted to our department by the due date outlined in the original notice of non-compliance. Submit a pest management plan with proposed treatment protocol and corresponding inspection intervals, until the infestation is resolved, prior to the revised due date. If this is not received a citation will be issued for appearance in municipal court. Be aware of landlord disclosure obligations under Wisconsin Statutes 704.07(2)(bm) 'A landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation'. This case will be considered an open and active code violation until it is verified to be resolved through follow up inspections as outlined in your pest management plan, yet to be submitted. Must be corrected by: 10/04/2021

Infestation of Insects, Rodents and/or Animal Pests 21.03(8): 21.03(8) Every occupant of a premise containing a single unit shall be responsible for the extermination of insects, rodents and/or animal pests on the premises; and every occupant of a premise unit in a premise containing more than one (1) premise unit shall be responsible for such extermination whenever his premise unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a premise in a reasonably insect, rodent and/or animal pestproof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the premise units in any premise, or in the shared or public parts of any premise containing two (2) or more premise units, extermination thereof shall be the responsibility of the owner.



The condition described above is not in compliance with the referenced Municipal Code, WI Admin Code, & WI Statutes, which states, 'the provisions of these codes shall apply to all existing premises and constitute the minimum requirements and standards for property conditions'. **Case details may be requested at communitydevelopment@stevenspoint.com.**

This is your official notice that you will need to bring the property into compliance by properly abating such conditions within the timeline indicated. A re-inspection will occur to verify if the condition(s) is abated prior to **10/04/2021**. Please contact the issuing inspector if this date needs to be adjusted before the scheduled re-inspection. Grants or low interest loans may be available to local homeowners, to verify funding availability please visit stevenspoint.com/595/Homeowner-Help

Failure to correct the condition(s) described above will result in the issuance of a \$100.00 service charge, as well as, enforcing the penalty provisions described in the Stevens Point Municipal Code, with the any unpaid charges assessed against the real estate as a special charge.

Please note that if work is being performed, or slated to be performed, it may require a building permit. Inquire with our office to verify if a building permit is needed. If you require assistance or have any additional questions regarding this matter, please contact the issuing inspector.

Sincerely,

A handwritten signature in black ink, reading "Mark Kordus".

Mark Kordus
Neighborhood Improvement Coordinator
mkordus@stevenspoint.com
715-346-1567



CITY OF STEVENS POINT

1515 STRONGS AVENUE
STEVENS POINT, WI 54481
715-346-1567

INVOICE

Date	Invoice #	Page
09/16/2021	500033657	1

Bill To: RENT WISCO LLC
ATTN: TYLER IGNATOWSKI
7027 OAK RD
VESPER WI 54489

Customer/Parcel No.: 240828401920
Parcel Address: 2901 C&D FIFTH AVENUE
DUE UPON RECEIPT

Description	Net Amount				
SVC CHGS: INSPECTION AFTER INITIAL NOTICE	100.00				
* Effective November 1, 2005 - We reserve the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check. * Pay by e-check or credit card (fees apply) online at: StevensPoint.com/invoice * Effective June 30, 2019, interest may be added to all accounts over 30 days past due at 1.5% monthly (18% annually). <table><tr><td>Amount</td><td>100.00</td></tr><tr><td>Balance Due</td><td><u>100.00</u></td></tr></table>		Amount	100.00	Balance Due	<u>100.00</u>
Amount	100.00				
Balance Due	<u>100.00</u>				

Please Detach at Dashed Line and Return With Remittance

Make Checks Payable & Remit to:

Customer Name: RENT WISCO LLC
Customer/Parcel No.: 240828401920
Invoice: 500033657

City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Amount Paid: \$ _____

3 Updated 19–20 Wis. Stats.

LANDLORD AND TENANT 704.07

704.055 Disposition of personalty left by trespasser.

(1) **DEFINITION.** In this section, “trespasser” means a person who is not a tenant and who enters or remains in residential rental property without the consent of the landlord or another person lawfully on the property.

(2) **AT THE LANDLORD’S DISCRETION.** (a) If a trespasser is removed or otherwise removes from residential rental property and leaves personal property, the landlord shall hold the personal property for 7 days from the date on which the landlord discovers the personal property. After that time, the landlord may presume that the trespasser has abandoned the personal property and may dispose of the personal property in any manner that the landlord, in the landlord’s sole discretion, determines is appropriate but shall promptly return the personal property to the trespasser if the landlord receives a request for its return before the landlord disposes of it.

(b) If the landlord disposes of the abandoned personal property by private or public sale, the landlord may send the proceeds of the sale minus any costs of sale and, if the landlord has first stored the personal property, minus any storage charges to the department of administration for deposit in the appropriation under s. 20.505 (7) (h).

(3) **RIGHTS OF 3RD PERSONS.** The landlord’s power to dispose as provided by this section applies to any personal property left on the landlord’s property by the trespasser, whether owned by the trespasser or by others. The power to dispose under this section applies notwithstanding any rights of others existing under any claim of ownership or security interest. The trespasser, other owner, or any secured party has the right to redeem the personal property at any time before the landlord has disposed of it or entered into a contract for its disposition by payment of any expenses that the landlord has incurred with respect to the disposition of the personal property.

History: 2015 a. 176.

704.06 Water heater thermostat settings. A landlord of premises which are subject to a residential tenancy and served by a water heater serving only that premises shall set the thermostat of that water heater at no higher than 125 degrees Fahrenheit before any new tenant occupies that premises or at the minimum setting of that water heater if the minimum setting is higher than 125 degrees Fahrenheit.

History: 1987 a. 102.

704.07 Repairs; untenantability. (1) **APPLICATION OF SECTION.** This section applies to any nonresidential tenancy if there is no contrary provision in writing signed by both parties and to all residential tenancies. An agreement to waive the requirements of this section in a residential tenancy, including an agreement in a rental agreement, is void. Nothing in this section is intended to affect rights and duties arising under other provisions of the statutes.

(2) **DUTY OF LANDLORD.** (a) Except for repairs made necessary by the negligence of, or improper use of the premises by, the tenant, the landlord has a duty to do all of the following:

1. Keep in a reasonable state of repair portions of the premises over which the landlord maintains control.
2. Keep in a reasonable state of repair all equipment under the landlord’s control necessary to supply services that the landlord has expressly or impliedly agreed to furnish to the tenant, such as heat, water, elevator, or air conditioning.
3. Make all necessary structural repairs.
4. Except for residential premises subject to a local housing code, and except as provided in sub. (3) (b), repair or replace any plumbing, electrical wiring, machinery, or equipment furnished with the premises and no longer in reasonable working condition.
5. For a residential tenancy, comply with any local housing code applicable to the premises.

(b) If the premises are part of a building, other parts of which are occupied by one or more other tenants, negligence or improper

use by one tenant does not relieve the landlord from the landlord’s duty as to the other tenants to make repairs as provided in par. (a).

(bm) A landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation to which all of the following apply:

1. The landlord has actual knowledge of the violation.
2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises.
3. The violation presents a significant threat to the prospective tenant’s health or safety.
4. The violation has not been corrected.

(c) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the landlord, this subsection is inapplicable and either sub. (3) or (4) governs.

(3) **DUTY OF TENANT.** (a) If the premises are damaged, including by an infestation of insects or other pests, due to the acts or inaction of the tenant, the landlord may elect to allow the tenant to remediate or repair the damage and restore the appearance of the premises by redecorating. However, the landlord may elect to undertake the remediation, repair, or redecoration, and in such case the tenant must reimburse the landlord for the reasonable cost thereof; the cost to the landlord is presumed reasonable unless proved otherwise by the tenant. Reasonable costs include any of the following:

1. Materials provided or labor performed by the landlord.
2. At a reasonable hourly rate, time the landlord spends doing any of the following:
 - a. Purchasing or providing materials.
 - b. Supervising an agent of the landlord.
 - c. Hiring a 3rd-party contractor.

(b) Except for residential premises subject to a local housing code, the tenant is also under a duty to keep plumbing, electrical wiring, machinery and equipment furnished with the premises in reasonable working order if repair can be made at cost which is minor in relation to the rent.

(c) A tenant in a residential tenancy shall comply with a local housing code applicable to the premises.

(4) **UNTEENABILITY.** If the premises become untenantable because of damage by fire, water, or other casualty or because of any condition hazardous to health, or if there is a substantial violation of sub. (2) materially affecting the health or safety of the tenant, the tenant may remove from the premises unless the landlord proceeds promptly to repair or rebuild or eliminate the health hazard or the substantial violation of sub. (2) materially affecting the health or safety of the tenant; or the tenant may remove if the inconvenience to the tenant by reason of the nature and period of repair, rebuilding, or elimination would impose undue hardship on the tenant. If the tenant remains in possession and the condition materially affects the health or safety of the tenant or substantially affects the use and occupancy of the premises, rent abates to the extent the tenant is deprived of the full normal use of the premises. This section does not authorize rent to be withheld in full, if the tenant remains in possession. If the tenant justifiably moves out under this subsection, the tenant is not liable for rent after the premises become untenantable and the landlord must repay any rent paid in advance apportioned to the period after the premises become untenantable. This subsection is inapplicable if the damage or condition is caused by negligence or improper use by the tenant.

(5) **RESTRICTION OF REGULATION OF ABATEMENT.** An ordinance enacted by a city, town, village, or county regulating abatement of rent shall permit abatement only for conditions that materially



Deliver To:
City Clerk's Office
Attn: Administrative Appeals Board
1515 Strongs Avenue
Stevens Point, WI 54481

or Email To:
clerk@stevenspoint.com

PROPERTY APPEAL FORM

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. **While not mandatory, you are highly encouraged to attend the meeting.**

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: _____ OWNER OF PROPERTY: _____

INDIVIDUAL FILING APPEAL: _____ RELATION TO PROPERTY: _____

CONTACT PHONE: _____ EMAIL ADDRESS: _____

ALLEGED VIOLATION: _____ VIOLATION ID #: _____

HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO ☐ YES ☐ AGENT: _____

RESULTS OF THAT DISCUSSION:

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

SIGNATURE OF APPELLANT: _____ DATE: _____

PRINT NAME: _____ APPELLANT'S ADDRESS: _____



Memo

Mark Kordus
Neighborhood Improvement Coordinator
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mkordus@stevenspoint.com

To: Public Protection Committee
From: Mark Kordus
CC: Ryan Kernosky & Andrew Beveridge
Date: 10/22/21
Subject: 1616 Main St. - Case # RAC-2021-01001

On 9/7/21 Mark Kordus observed a car parked on the grass next to the driveway at 1616 Main Street. A notice of noncompliance was sent that same day giving the owner until 9/23/21 to comply. A second follow up inspection occurred on 10/7/21 and two vehicles were observed parked on the grass along the driveway. A service fee was generated of \$100, with a compliance date of 10/21/21. Upon third inspection the property was found to be in compliance and the case was closed on 10/21/21.



9/7/21



10/7/21



Tuesday, September 7, 2021

ID#: RAC-2021-01001

KENNETH H. ISBERNER
3152 WHITE PINE RD
STEVENS POINT, WI 54481

**NONCOMPLIANCE NOTICE:
VEHICLE PARKED ON GRASS AT 1616 MAIN ST**

Dear Kenneth H. Isberner,

An inspection of the property located at 1616 MAIN ST was made on 09/07/2021. As a result of this inspection, the condition below was observed:

Condition:

- o All vehicles license for use on a public roadway must be parked on an approved hard surface that cannot be parked on the grass or lawn please correct prior to the due date. Must be corrected by: 09/23/2021 parking / driveway surfaces required 23.01(14)(e)(2)(h): 23.01(15)(e)(2)(h) Surfacing Required. Except as provided below, where parking facilities or any other vehicular use area is provided, they shall be surfaced with asphalt bituminous, concrete or dustless material approved by the Administrator, and shall be maintained in a smooth, well-graded condition.



The condition described above is not in compliance with the referenced Municipal Code, WI Admin Code, & WI Statutes, which states, 'the provisions of these codes shall apply to all existing premises and constitute the minimum requirements and standards for property conditions'. Case details may be requested at communitydevelopment@stevenspoint.com.

This is your official notice that you will need to bring the property into compliance by properly abating such conditions within the timeline indicated. A re-inspection will occur to verify if the condition(s) is abated prior to 09/23/2021. Please contact the issuing inspector if this date needs to be adjusted before the scheduled re-inspection. Grants or low interest loans may be available to local homeowners, to verify funding availability please visit stevenspoint.com/595/Homeowner-Help

Failure to correct the condition(s) described above will result in the issuance of a \$100.00 service charge, as well as, enforcing the penalty provisions described in the Stevens Point Municipal Code, with the any unpaid charges

www.stevenspoint.com

#RAC-2021-01001

Page 1 of 2

assessed against the real estate as a special charge.

Please note that if work is being performed, or slated to be performed, it may require a building permit. Inquire with our office to verify if a building permit is needed. If you require assistance or have any additional questions regarding this matter, please contact the issuing inspector.

Sincerely,

Mark Kordus
Neighborhood Improvement Coordinator
mkordus@stevenspoint.com
715-346-1567



Tuesday, October 12, 2021

ID#: RAC-2021-01001
INVOICE: 500033697

KENNETH H. ISBERNER
3152 WHITE PINE RD
STEVENS POINT, WI 54481

**NONCOMPLIANCE NOTICE:
VEHICLE PARKED ON GRASS AT 1616 MAIN ST**

Dear Kenneth H. Isberner,

An inspection of the property located at 1616 MAIN ST was made on 10/07/2021. As a result of this inspection, the condition below was observed:

Condition:

- o All vehicles license for use on a public roadway must be parked on an approved hard surface that cannot be parked on the grass or lawn please correct prior to the due date. Must be corrected by: 10/21/2021 parking / driveway surfaces required 23.01(14)(e)(2)(h): 23.01(15)(e)(2)(h) Surfacing Required. Except as provided below, where parking facilities or any other vehicular use area is provided, they shall be surfaced with asphalt bituminous, concrete or dustless material approved by the Administrator, and shall be maintained in a smooth, well-graded condition.



The condition described above is not in compliance with the referenced Municipal Code, WI Admin Code, & WI Statutes, which states, 'the provisions of these codes shall apply to all existing premises and constitute the minimum requirements and standards for property conditions'. **Case details may be requested at communitydevelopment@stevenspoint.com.**

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Failure to correct the condition(s) described above will result in the issuance of a \$100.00 service charge, as well as, enforcing the penalty provisions described in the Stevens Point Municipal Code, with the any unpaid charges

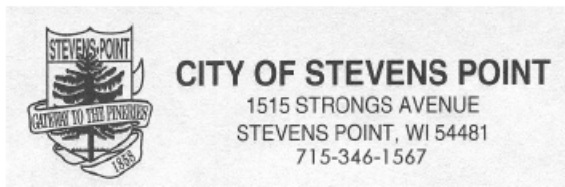
assessed against the real estate as a special charge.

Please note that if work is being performed, or slated to be performed, it may require a building permit. Inquire with our office to verify if a building permit is needed. If you require assistance or have any additional questions regarding this matter, please contact the issuing inspector.

Sincerely,



Mark Kordus
Neighborhood Improvement Coordinator
mkordus@stevenspoint.com
715-346-1567



INVOICE

Date	Invoice #	Page
10/12/2021	500033697	1

Bill To: KENNETH ISBERNER
3152 WHITE PINE RD
STEVENS POINT WI 54481

Customer/Parcel No.: 240832101911
Parcel Address: 1616 MAIN ST

DUE UPON RECEIPT

Description	Net Amount
SVC CHGS: INSPECTION AFTER INITIAL NOTICE	100.00

* Effective November 1, 2005 - We reserve the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

* Pay by e-check or credit card (fees apply) online at: StevensPoint.com/invoice

* Effective June 30, 2019, interest may be added to all accounts over 30 days past due at 1.5% monthly (18% annually).

Please Detach at Dashed Line and Return With Remittance

Amount 100.00

Balance Due 100.00

Make Checks Payable & Remit to:

Customer Name: KENNETH ISBERNER

Customer/Parcel No.: 240832101911

Invoice: 500033697

City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Amount Paid: \$ _____