Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.

We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.

CITY OF STEVENS POINT
REGULAR COUNCIL MEETING

Community Room
933 Michigan Avenue, Stevens Point, WI

April 18, 2022
7:00 PM

OR

Zoom Teleconferencing

Meeting ID: 838 3434 8539 | Passcode: 379284
By Computer: https://us02web.zoom.us/j/83834348539?pwd=RkNtQVVvTXErczEyZlRGT096UjlxQT09
By Phone: +1-312-626-6799 (US Chicago)

Agenda

1. Roll Call.

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

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

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

Consideration and Possible Action on the Following:

5. Consent Agenda:

   - Minutes of the Common Council Meeting of March 21, 2022.

   - Actions of the Police and Fire Commission meeting of April 6, 2022:
     3. Confirmation of bills.
     4. Request to hire an Assistant Chief at Step 4 of the City of Stevens Point pay plan - Police.
     7. Discussion, with possible action, authorization to hire five firefighter/paramedics.

   - Actions of the Park Commission meeting of April 6, 2022:
     2. Approval of March 2, 2022 meeting minutes.
     4. Community Stadium and Goerke Park improvement project.
     5. Discussion on current condition and needed repairs for 817 2nd Street rental property.
     6. Rejection of bid for Pfiffner Pioneer Park Bandshell roof and site repair.
     7. Approval of dedication of park lands in lieu of fees for The Convent Redevelopment

Project adjacent Prentice Street and Maria Drive.
8. Director's Report

- Minutes and Actions of the Plan Commission meeting of April 4, 2022:
  2. Report of the March 7, 2022 meeting of the City Plan Commission.
  4. A request from Richard Packard for a fence waiver to install privacy fencing along the southern lot line at 1017 Ridge Road (Parcel ID 281240834200103), consistent with Ch. 23.01(14)(g).
  5. A request to dedicate 1.517 acres of land for park purposes at 1300 Maria Drive (Parcel ID 281240829240034).6. March 2022 Monthly Report.
  7. Director's Report.

- Actions of the Board of Water and Sewerage Commissioners meeting of April 11, 2022:
  2. Approval of minutes of the March 14, 2022 meeting.
  3. Approval of Department Claims.
  4. 2022 Reconstruction Projects and impact on 2022 Capital.
  9. 2021 MS4 Annual Report.

- Actions of the Airport Commission meeting of April 11, 2022:
  2. Approval of minutes of the March 14, 2022 meeting.
  3. Approval of Department Claims.

- Actions of the Transportation Commission of April 11, 2022:
  2. Approval of March 14, 2022 minutes.
  3. Approval of the March 2022 financial / claims report.

- Minutes and Actions of the Personnel Committee meeting of April 11, 2022:
  2. Request to start the Assistant Chief of Police at Step S4 per Administrative Policy 2.06.
  3. Request for Temporary Assignment Pay for interim HR Manager.

- Minutes and Actions of the Board of Public Works meeting of April 11, 2022.

- Minutes and Actions of the Public Policy and General Government meeting of April 11, 2022:
  2. License List.
  3. Request to Hold Event/Street Closing.

- Minutes and Actions of the Finance Committee meeting of April 11, 2022:
  4. Discussion and possible action on approving additional funds from TIF #6 for the Facade Improvement Grant Program.
  5. Discussion and possible action on approval of claims paid.

- Statutory Monthly Financial Report by Comptroller/Treasurer.

6. Resolution declaring No Mow May in the City of Stevens Point.

7. Resolution authorizing staff to apply for a Wisconsin Department of Natural Resources Grant for Emerson Park.

8. Ordinance Amendment - A request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request adds Section 23.01(14) relating to the allowance of accessory dwelling units and accessory commercial units in the City of Stevens Point.

9. A request from Gregg Gokey, representing Opera House LLC, for a facade improvement grant in the amount of $114,473.98 to perform exterior improvements to the building located at 1124 Main Street (Parcel ID 281240832202973).

10. Request to Hold Event/Street Closing: Friends of Emerson Park/Jefferson School Bicycle Safety Rodeo on May 14, 2022 (New Event).

11. Ordinance Amendment - To approve amendments in Chapter 21 regarding Building and Premises Maintenance and Occupancy.

12. Approval of funding for Community Stadium, Goerke Park, and KB Willett Arena building Improvements, including $420,000 in City contribution and bonding of the project costs.

13. Ordinance Amendment - To approve the amendments in Chapter 9, Section 9.05 and 9.06 as it relates to Traffic Signs.

14. Ordinance Amendment - To approve amendments in Chapter 16 as it relates to Streets, Alleys and Sidewalks.

15. To award the 2022 Streets Improvement Project #22-01 to A-1 Excavating Inc. in the amount not to exceed $8,709,540.24.

16. To award the 2022 Pavement Maintenance Project #22-04 to Fahrner Asphalt Sealers in the amount not to exceed $244,303.13.

17. To award the 2022 Curb, Gutter and Sidewalk Project #22-05 to Fahrner Asphalt Sealers in the amount not to exceed $230,238.05.

18. Recognition and parting comments from Alderman Jeremy Slowinski.

19. Recognition and parting comments from Alderman Thomas Leek.

20. Adjourn into closed session pursuant to Wis. Stats. 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) and 19.85(1)(g) (conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved) for the following:

    A. Initial development review and negotiating the terms for a possible development agreement for the property at 1200 Main Street and the surrounding parking lot.
    B. Update of Acquisition of Property in the Town of Hull.
    C. A presentation by the City Attorney regarding notices of claims and claims for damage filed by Four Seasons MHC, LLC.

21. Reconvene into open session for action on the notices of claims and claims for damage filed by Four Seasons MHC, LLC pursuant to Wis. Stats. 893.80.

22. 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 MINUTES

Community Room
933 Michigan Avenue, Stevens Point, WI

March 21, 2022
7:00 PM

OR

Zoom Teleconferencing

Minutes

1. Roll Call.

Present: Ald. Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.

Excused: Ald. Shorr, Morrow.

Others Present: Clerk Yenter, Attorney Beveridge, Director Lemke, Director Kernosky, Director Kremer, Director Beduhn, Chief Moody, Assitant Chief Kussow, Robert Larson, David Crueger, Dean Shuda, Stephen Klein, Ron Carlson, Mayoral Assistant Frasch, H/R Manager Jakusz, Brandi Makuski - Metro Wire, Tony Langfellow - WSAW.

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.

John Knoke, 1809 Michigan Avenue, encouraged citizens to vote for new council members on April 5, 2022.

David Eiden, 1008 Matilda Street, spoke about reviewing the northside section of the Business 51 project, citing tax savings by foregoing the project. He also spoke about the need to include Fourth Avenue in the road project plans.

Kevin Flatoff, 2151 Ellis Street, expressed his desire for diversity on the City Council.

Keith Kedrowski, 1536 Water Street, encouraged citizens to vote for new council members.

Louis Molepske, 1101 Ridge Road, said he is running for judge in Portage County and spoke on the importance of listening to citizens.

Robert Larson, 3283 Lindbergh Avenue, spoke about the number of accidents and police calls in Stevens Point. He also spoke about other roads in need of repair.

Tommy Bushman, 1317 Sunnycrest Drive North, shared his background in Stevens Point and his disappointment in the leadership in this city.

Stephen Klein, 301 Union Street, spoke about the Public Policy and General Government meeting of March 14, 2022, and shared his concerns regarding the proposed ordinance amendments to Chapter 21.08 – 21.19, Property Maintenance Code.

Jennifer Bushman, 1317 Sunny Crest Drive North, shared her experience running for school board, the negativity she has faced while doing so, and the need for positive leadership within the community moving forward.

5. Presentation to the Mayor and Council:

a. Meleesa Johnson, County Health Care Center Chair - County Health Care Center Update.

Melessa Johnson gave an update on the Portage County Health Care Center and the referendum that is present on the April 5, 2022 ballot.

b. Marina Koval, Ukrainian Exchange Student - News from Ukraine and how to help.

Marina Koval, shared history and current news from Ukraine. She spoke about the needs of Ukrainian citizens and ways people can help.

Consideration and Possible Action on the Following:

6. Consent Agenda:

Minutes of the Common Council Meeting of February 21, 2022.

Actions of the Police and Fire Commission meeting of March 1, 2022:
2. Approval of Minutes.

Actions of the Park Commission meeting of March 2, 2022:
2. Approval of February 2, 2022 meeting minutes.
3. Approval of Little Free Library and Pantry installation in Hein Park proposed by Keely Sullivan of Next Home Priority Realty.
6. Award Downtown Landscape Maintenance Contract to Shulfer's Landscaping in the amount of $15,450 per year for 2022 and 2023.
7. Discussion on Bukolt Park sand area and beach house building draft plans.
8. Discussion on city-owned boat slips and area adjacent on Franklin Street.
9. Director's Report.

Minutes and Actions of the Plan Commission meeting of March 7, 2022:
2. Report of the February 7, 2022 meeting of the City Plan Commission.
6. A request from Ryan Wanta, representing Great Northern Distilling, for a Site Plan Review to construct a principal structure at 1009 Second Street (Parcel ID 281240832200424), consistent with Ch. 23.02(4)(b)(1).
8. A request from Les Dobbe, representing Parkdale Development LLC, for a Site Plan Review to construct a senior living facility on an unaddressed parcel off of Songbird Lane (Parcel ID 281240836220063) and an unaddressed parcel off of Badger Avenue (Parcel ID 281240836220042), consistent with Ch. 23.02(2)(e)(5).
9. A request from the City of Stevens Point to enter into a Trail Easement Agreement with

the Sisters of Saint Joseph Third Order of St. Francis and General Capital for the property located at 1300 Maria Drive (Parcel ID 281240829240034).
11. January & February 2022 Monthly Report.
12. Director's Report.

Actions of the Board of Water and Sewerage Commissioners meeting of March 14, 2022:
2. Approval of minutes of the February 14, 2022 meeting minutes.
3. Approval of Department Claims.
4. Engineering Scope of Services with Ruekert-Mielke.
8. Update and approval on digester #3 cover repair.

Actions of the Airport Commission meeting of March 14, 2022:
2. Approval of minutes of the February 14, 2022 meeting minutes.
3. Approval of Department Claims.

Actions of the Transportation Commission of March 15, 2022:
2. Approval of February 14, 2022 Transportation Commission minutes.
3. Approval of the January 2022 financial/claims report.
4. Approval of Rural Route bid restructuring.

Minutes and Actions of the Personnel Committee meeting of March 14, 2022:
2. Initial Clasification of Battalion Chief and Reclassification of Training Officer and Fire Marshal Related to a Reorganization at the Stevens Point Fire Department.
3. Request for Internal promotion per Administrative Policy 2.06.

Minutes and Actions of the Public Policy and General Government meeting of March 14, 2022:
2. License List.
3. Request to Hold Event/Street Closing.

Minutes and Actions of the Finance Committee meeting of March 14, 2022:
2. Discussion and possible action on approving a Grant Transfer Development Agreement between the City of Stevens Point, Wisconsin Preservation Fund, Inc., and GenCap Danna Stevens Point 102, LLC.
3. Discussion and possible action on approving additional capital project funding for improvements to the Donald Copps Municipal Pool.
4. Discussion and possible action on approving additional capital project funding for the 2022 sidewalk repair project.
5. Discussion and possible action on approving a request for additional capital project funding for airport runway improvements at the Stevens Point Municipal Airport-Mattson Field.
6. Discussion and possible action on approving funding for the design of roads and other infrastructure within TIF District 9.
7. Discussion and possible action on awarding the bid for improvements to the Fire Department Training Site.
8. Discussion and possible action on authorizing the Department of Public Works to apply for various infrastructure improvement grants related to the federal Infrastructure Investment and Jobs Act, including STP-Urban, STP-Local, and STP-Bridge.
9. Discussion and possible action on approving funding for engineering and design

services related to various infrastructure grant applications.

10. Discussion and possible action on approving a change order with AECOM related to additional hours for the Business 51 project.

11. Discussion and possible action on approval of claims paid.

Statutory Monthly Financial Report by Comptroller/Treasurer.

Ald. Johnson moved, Ald. Fishler seconded, to approve the consent agenda.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

7. Resolution - A request from James Jakusz for a conditional use permit to construct duplexes on three unaddressed parcels off of Doolittle Drive (Parcel ID's 281240827230109, 281240827230110 & 281240827230111) that are each zoned "R-4" Multiple Family I Residential, consistent with Ch. 23.01(13)(f).

Ald. Slowinski moved, Ald. Dalton seconded, to approve the request from James Jakusz for a conditional use permit to construct duplexes on three unaddressed parcels off of Doolittle Drive.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.
Nays: None. Motion carried.

8. Resolution - A request from Lucas Meddaugh, representing the Stevens Point Area School District, for a conditional use permit to perform interior and exterior improvements to Bananch Elementary School, located at 5400 Walter Street (Parcel ID 281240826400303) and consistent with Ch. 23.02(1)(b)(3)(f).

Ald. Kneebone moved, Ald. Keymer seconded, to approve the request from Lucas Meddaugh, representing the Stevens Point Area School District, for a conditional use permit to perform interior and exterior improvements to Bananch Elementary School, located at 5400 Walter Street.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

9. Resolution - A request from Ryan Wanta, representing Great Northern Distilling, to modify an adopted conceptual plan for the planned development of the property located at 1009 Second Street (Parcel ID 281240832200424), consistent with Ch. 23.02(4)(b)(10)(b).

Ald. Johnson moved, Ald. Christianson seconded, to approve the request from Ryan Wanta, representing Great Northern Distilling, to modify an adopted conceptual plan for the planned development of the property located at 1009 Second Street.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.
Nays: None. Motion carried.

10. Resolution - A request from Les Dobbe, representing Parkdale Development LLC, for a conditional use permit to construct a senior living facility on an unaddressed parcel off

of Songbird Lane (Parcel ID 281240836220063) and an unaddressed parcel off of Badger Avenue (Parcel ID 281240836220042), consistent with Ch. 23.02(1)(f)(3)(g).

Ald. Kneebone moved, Ald. Slowinksi seconded, to approve the request from Les Dobbe, representing Parkdale Development LLC, for a conditional use permit to construct a senior living facility on an unaddressed parcel off of Songbird Lane and an unaddressed parcel off of Badger Avenue.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

11. The award of contract 22-10 Utility Roofing Project, base bids 1 and 2 to Nick Michels & Sons, Inc. of Nekoosa, WI in an amount not to exceed $295,794.95 including the allowable contingency of 15%.

Ald. Johnson moved, Ald. Dalton seconded, to approve awarding contract 22-10 Utility Roofing Project, base bids 1 and 2 to Nick Michels & Sons, Inc. of Nekoosa, WI in an amount not to exceed $295,794.95 including the allowable contingency of 15%.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.
Nays: None. Motion carried.

12. The award of contract 22-16, Fiber Optic Project, to Elexco Inc. of Seymour, Wisconsin in an amount not to exceed $246,057.88 which includes the allowable contingency of 15%.

Ald. Dalton moved, Ald. Fishler seconded, to approve awarding contract 22-16, Fiber Optic Project, to Elexco Inc. of Seymour, Wisconsin in an amount not to exceed $246,057.88 which includes the allowable contingency of 15%.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

13. The award of contract 22-10 Utility Roofing Project, base bid 3 to Badger Coatings & Insulation, LLC of Rosholt, WI in an amount not to exceed $8,970.00 including the allowable contingency of 15%.

Ald. Slowinski moved, Ald. Zarazua seconded, to approve awarding contract 22-10 Utility Roofing Project, base bid 3 to Badger Coatings & Insulation, LLC of Rosholt, WI in an amount not to exceed $8,970.00 including the allowable contingency of 15%.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.
Nays: None. Motion carried.

14. Preliminary Resolution - For installation of storm sewer laterals for the 2022 Streets Improvement Project #22-01.

Ald. Dalton moved, Ald. Slowinski seconded, to approve the Preliminary Resolution - For installation of storm sewer laterals for the 2022 Streets Improvement Project #22-01.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

15. Consideration of a Temporary Pay Differential for Late Shift Street Repair.

Ald. Christianson moved, Ald. Dalton seconded, to approve the Temporary Pay Differential for Late Shift Street Repair.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.
Nays: None. Motion carried.

16. Ordinance Amendment - 12.28 Special Event Permits.

Ald. Johnson moved, Ald. Fishler seconded, to approve Ordinance Amendment - 12.28 Special Event Permits.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

17. Land Use Restriction Agreement – GenCap Danna Stevens Point 102, LLC & City of Stevens Point, WI for the property at 1300 Maria Drive.

Ald. Zarazua moved, Ald. Kneebone seconded, to approve the Land Use Restriction Agreement – GenCap Danna Stevens Point 102, LLC & City of Stevens Point, WI for the property at 1300 Maria Drive.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.
Nays: None. Motion carried.

18. Collateral Assignment of Development Agreement between GenCap Danna Stevens Point 102, LLC, the Wisconsin Housing and Economic Development Authority, and the City of Stevens Point for the property at 1300 Maria Drive.

Ald. Zarazua moved, Ald. Keymer seconded, to approve the Collateral Assignment of Development Agreement between GenCap Danna Stevens Point 102, LLC, the Wisconsin Housing and Economic Development Authority, and the City of Stevens Point for the property at 1300 Maria Drive.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

19. Approval of awarding the Mead Park Pickleball Court Project to Upper Midwest Athletic Construction, Inc. in the amount of $51,524.

Ald. Kneebone moved, Ald. Dalton seconded, to approve awarding the Mead Park Pickleball Court Project to Upper Midwest Athletic Construction, Inc. in the amount of $51,524.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.

Nays: None. Motion carried.

20. Approval of awarding Donald Copps Municipal Pool replastering project to Badger Swimpools, Inc. in the amount of $180,642.

Ald. Keymer moved, Ald. Dalton seconded, to approve awarding Donald Copps Municipal Pool replastering project to Badger Swimpools, Inc. in the amount of $180,642.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

21. Consideration of a claim from Richard Wanta - cracks in his garage floor.

Ald. Dalton moved, Ald. Johnson seconded, to deny a claim from Richard Wanta - cracks in his garage floor.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.
Nays: None. Motion carried.

22. Electric Vehicle Infrastructure Economic Development Policy Guidebook.

Ald. Johnson moved, Ald. Fishler seconded, to approve the Electric Vehicle Infrastructure Economic Development Policy Guidebook.

Call for the vote: Ayes: Fishler, Dalton, Leek, Kneebone, Slowinski, Johnson, Zarazua, Keymer, Christianson.
Nays: None. Motion carried.

23. Adjourn 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. Update on Boundary Agreement Discussions with the Town of Hull.

B. Negotiating the potential purchase of properties within the Town of Hull.

Ald. Johnson moved, Ald. Kneebone seconded, to adjourn into closed session.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler.
Nays: None. Motion carried.

24. Adjournment.

Adjourned at 8:58 p.m.

CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF APRIL 6, 2022

1. Roll Call: Commissioners Kirschling, Moore, Mrozek, Ostrowski and Taylor

Also Present: Police Chief Zenner, AC Gemza, AC Kussow, Lt. Williams, Alderperson Mary Kneebone

2. Approval of Minutes

Commissioner Ostrowski moved, seconded by Commissioner Taylor to approve the March 1, 2022 minutes.

Ayes, all; nays, none. Motion carried.

3. Confirmation of bills

Commissioner Ostrowski moved, seconded by Commissioner Kirschling to approve the confirmation of the March 2022 bills.

Ayes, all; nays, none. Motion carried.

4. Request to hire Assistant Chief at Step 4 of the City of Stevens Point pay plan – Police

Commissioner Ostrowski moved, seconded by Commissioner Mrozek to hire Assistant Chief at Step 4 of the City of Stevens Point pay plan.

Ayes, all; nays, none. Motion carried.

5. Promotion of Dana Williams to the rank of Assistant Chief

Commissioner Taylor moved, seconded by Commissioner Ostrowski to promote Lt. Dana Williams to the rank of Assistant Chief effective May 3, 2022.

Ayes, all; nays, none. Motion carried.

6. Police Chiefs Report

The Department would like to make you aware of the following updates:

Note of Interest:

- Motorola/Spillman Records Management System (RMS) went live on January 25th and is going well with some minor issues, which is expected.
- Officer Stacy Morton has completed Step 3 of the field training process. She is currently in shadow phase assigned to Officer Alex Beach. Officer Morton is progressing to expectations and is expected to be on solo patrol April 7th assigned to nights with Lt. Bean.
- Lt. Johnson presented Use of Force to the PFC.
- Lt. Johnson presented Run, Hide, Fight to Holy Spirit March 15, 2022 (30-45 present).

- Officer Radsek completed a tour of the PD for a special program that assists cognitively disabled adults with getting jobs post high school.
- Lt. Johnson presented to current and future students planning on living off campus next year about parking and good neighbors/issues associated with this (25 present).
- Officer Lee and Lt. Johnson participated in First Responder Career Day put on by Jefferson School.
- Lt. Johnson and Officer Yang participated in career fair at UW-Platteville.
- A couple pizza parties for the local safety cadets for their hard work and leadership (approximately 70 cadets and 3 advisors).
- Chief Zenner has announced his retirement date as May 2, 2022.

Calls of Interest:

- **03/01/2022 – Welfare check – fire – 1220 2nd street.** Male subject started a blanket and clothing on fire by careless use of a cigarette, male left apartment with smoldering pile. Downstairs business called in fire, male was later located and due to mental health issues was placed on a Chapter 51.
- **03/09/22 – traffic stop – drug.** Officer stopped a vehicle and PTSO K9 Indy alerted on the vehicle. Female passenger was arrested for possession of meth, marijuana, possession of paraphernalia, possession of prescription medications without a prescription and three counts of bail jumping. In jail.
- **03/10/22 – welfare check – Days Inn.** Officers were called to Days Inn for a male passed out in his vehicle. The male was later arrested for possession of marijuana, fentanyl, meth and several active warrants.
- **03/10/22 – welfare check – 200 Block of Division Street.** Officer on patrol came upon a male subject laying in the road. Turns out he was highly intoxicated and his friends had placed him into the back of a pickup truck. As they left the bar they did not close the tailgate. As the intoxicated driver left the bar the highly intoxicated male in the back fell out onto the road. Male in the road was transported to the hospital with minor injuries. The male driver was located and arrested for OWI causing injury.
- **03/18/22 – Medical Assist – Frontenac Avenue.** Female there was pulseless and not breathing. Officers arrived and started CPR, Narcan given along with glucose from medics. Female came to and was transferred to Wausau. Believed to be an opiate overdose. IB following up.
- **03/19/22 – welfare check – Goodwill.** Report of a female passed out in vehicle. Female contacted and after investigation was arrested to 8th offense OWI drug related. Numerous prescription meds found in car.
- **03/21/22 – overdose – 2100 block Madison Street.** Subjects were loading a female into a vehicle to drive her to St. Mike's as she had overdosed. Vehicle was intercepted by officers and the female was administered 2 doses of Narcan as she was wheeled into the hospital. Other officers responded to the residence to hold the house as evidence. Search warrant obtained, house searched.
- **03/23/22 – domestic – 2800 block Henrietta Street.** Report of a domestic. When officers arrived victim exited and stated the suspect was possibly armed, intoxicated and would shoot police if they came in. SWAT/negotiators activated and it was determined the suspect had left on foot prior to perimeter being set up. K9 Barry deployed and was instrumental in tracking suspect to where he was later apprehended within 1 hour and 20 minutes without incident (UWSP/PTSO/Plover PD assisted).
- **03/27/22 – disturbance/gun call – John's Drive**. Female called stating a neighbor had pulled out a gun, cocked it and threatened to shoot her dog and children if the dog ever attacked his family again. Male subject identified and was uncooperative during phone conversations. Investigation continuing.

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

Number of Use of Force Incidents: 8 (19)

- 2/28/22 – Officers were dispatched to a residence where there was a man threatening the caller with a gun if she did not let them in the residence. Officers arrived and encountered two males in the garage. The officer drew their firearms and pointed them at the suspects who complied with their orders and were taken into custody. No injuries, no damage to property.
- 03/01/22 – Detectives and officers conducted a search warrant on a residence looking for narcotics. During the warrant officers had out their patrol weapons and pointed them in the direction of people who were taken into custody inside the residence. No injuries.
- 03/11/22 – Detectives and officers were attempting to take a subject into custody who was suspected of shooting a building with a 9mm. Due to the threat of the subject having a weapon, officers pointed their duty weapons at the subject during a traffic stop. The subject was taken into custody without incident. No injury or property damage.
- 03/13/22 – Officer was attempting to stop a vehicle driving recklessly. The vehicle failed to pull over right away and drove into a parking lot and continued past open stopping points. Eventually the vehicle came to a stop. Due to the unknown status of the driver, dark tinted rear windows and the unusual driving behavior. The officer pointed their duty weapon at the driver and issued commands to the driver to exit the vehicle. The driver came out of the vehicle and was taken into custody without incident, later being arrested for OWI. No injuries.
- 03/15/22 – Officers responded to a report of a male yelling, swearing, screaming and throwing things. Contact was made with the male who was uncooperative and resisted officers during contact. Male was directed to the ground where he was handcuffed, male subject ended up with two broken fingers, two officers were also injured in the scuffle. Male charged with DC and felony resisting arrest. A use of force review was completed and it was found the officers were within policy and procedure during the incident.
- 03/22/22 – Detectives and officers executed a search warrant at a residence for narcotics. During the execution of the warrant officers pointed their guns at people inside the residence. All individuals inside the residence were taken into custody without incident.
- 03/25/22 – Officer was called to the scene of an unwanted person. Once the officer arrived, the subject jogged away, failing to listen to commands. The officer was able to catch up with the subject and escort the subject off the road. Once on the sidewalk the subject was taken to the ground, where the subject was handcuffed without injury.
- 03/26/22 – During a traffic stop the driver, who was suspected of drinking and violating bond conditions, refused to get out of his vehicle. Through an extended period where officers tried to reason with the subject, no resolution was met and the subject refused to get out and advised officers he would flee if they tried to get him out. At the appropriate time, the officers were able to unlock the car doors and grab both the subject's arms and take off his seat belt. The subject was then pulled from the car and taken into custody without incident or injury.

Mental health related incidents

- Officers responded to the following:
    - 57 Welfare Checks
    - 3 Emergency Commitments
    - 12 Voluntary Commitments

- One suicide (27 year old male)

K9 Unit:

- 3/18/22 – Lead officer Lee and Fala assisted Plover Police Department with a traffic stop. K9 Fala sniffed the front seam of the driver's door and sat, providing a positive indication on the vehicle. Marijuana and fentanyl located on the driver.
- 3/25/22 – Sgt. Ballew and Barry assisted Lt. Bean with a traffic stop. K9 Barry sniffed the passenger door and stuck his head near the open window. K9 Barry came to a final response and 30.57g of methamphetamines, 31.44g marijuana and .56g of heroin were located in the vehicle.

Training:

- Lt. Steve Spath completed Week #2 of LPO – Leadership in Police Organizations.
- Officer Zingler and Officer Gartmann attended Glock Armorer class as the Department's two newest armorers.
- Officers Gomez, Gartmann, O'Neil and McLouth attended Crisis Intervention Training (CIT) learning how to deal with mental health calls.
- Detective Stormy Gerndt attended search warrants and affidavits and determining probable cause.
- Officer Nissen and Officer Lepinski will be attending Field Training Officer training at the end of the month as two of the department's newest FTO's.
- Detective John Lawrynk attended WI DOJ First Line Supervisor school March 28 through April 1st
- Assistant Chief Kussow continues his command college with a graduation date of June 10, 2022.

Auxiliary Unit:

- Two events held, **totaling 47.5 hours**, included:
  - UWSP Hockey/WIAC Conference Tournament
  - Point Bock Run

Commissioner Moore moved, seconded by Commissioner Mrozek to accept the Police Chief's report for March 2022.

Ayes, all; nays, none. Motion carried.

7. Discussion, with possible action, authorization to hire six firefighter/paramedics

Commissioner Ostrowski moved, seconded by Commissioner Taylor, to approve the hiring of five firefighter/paramedics as presented to the commission via memo dated April 5, 2022. Firefighter/Paramedic hiring is contingent upon the successful completion of all hiring protocols and testing.

Ayes, all; nays, none. Motion carried.

8. Update on interview process for new Assistant Chief and Division Chiefs within the Stevens Point Fire Department

Update on Assistant Chief promotional process

- Application deadline is April 12, 2022
- Six applicants to date
- Assessment center is planned for the last week in April

Update on Division Chief promotional process

- Application deadline is April 12, 2022
- Four applicants to date
- Will do assessment center and interviews at the same time

9. Fire Chief's Report/EMS report

Significant Events:

- ✓ MABAS request from Rudolph Fire Department at 1170 County Road HH west
- ✓ MABAS request from Park Ridge Fire Department at 302 Sunrise Avenue

- Metro Fire Calls: (3)
- Structure Fires: (5)
- Vehicle Fires: (0)
- Brush, grass, wildland fires: (2)
- Cooking Fire contained: (0)
- Overheated Cooking: (2)
- Other Fires: (1)
- Rescue: (2)
- EMS Assist calls: (56)
- False alarm responses: (15)
- Hazardous materials responses: (3)
- Other responses: (5)
- Total fire losses: $2,300.00
- Total property saved: $383,600.00
- Total Responses: (91)
- Training: Fire Officer I & II Company Meeting, NFPA 1021; SPFD Crew Wellness training; SPFD public education. Total training hours: 421.75
- Dementia care training: Dementia care specialist Carley Prochaska from the Aging and Disability Resource Center of Portage conducted dementia care training to all three crews. The training was to help the paramedics have a better understanding of how to better relate and treat patients with dementia.
- SPASH career fair: Stevens Point Fire and Ambulance Service participated in the Stevens Point Area Senior High career fair. Students got to interact with Firefighter/Paramedics about a career in Fire and EMS and also hands-on experience with the choking vest where they got to give the Heimlich maneuver and used the virtual fire extinguisher prop. Special thanks to Training Officer Trevor Howard, Lt. /Medic Matt Zander, MPO/Medic Ben Schultz, FF/Paramedic Shane Westphal and FF/Paramedic Tim Ewers.

Commissioner Moore moved, seconded by Commissioner Taylor to accept the Fire Chief's Report for March 2022

Ayes, all; nays, none. Motion carried.

10. President's Report

President Moore asked for the Mayor and public works to expedite the repaving of the parking lot at the Police Department.

11. Adjournment

The meeting adjourned at 10:53 a.m.

REGULAR MEETING MINUTES
Board of Park Commissioners
April 6, 2022 - 6:30 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 879 7284 5285 | Passcode:12345
By Computer: Join Now
By Phone: +1-312-626-6799 (US Chicago)

5:00 pm - Park tour to begin at the corner of Prentice and Maria Street; the tour route will include proposed convent site park property, 817 2nd Street North property and Franklin Street boat slips area. A walking tour will take place to view the properties. A quorum may be present but no City business will be conducted.

Discussion and Possible Action on:

1. Roll Call.

Present: Bob Freckman, Mike Glodosky, Sue Hall, Liz McDonald, John Okonek, Shaun Przybylski, Alder David Shorr, Alder Jeremy Slowinski (online), Wayne Sorenson, Alder Mykeerah Zarazua.
Excused : Matt Kirsch

Also Present: Director Kremer, Tim Schierl, Ryan Kernosky, Ginger Keymer, Steve McKay.

2. Approval of March 2, 2022 meeting minutes

Motion by Freckmann to approve the meeting minutes, second by Zarazua; motion passed 9-0.

3. Approval of Resolution authorizing staff to apply for a Wisconsin Department of Natural Resources Grant for Emerson Park.

Motion to approve the resolution authorizing staff to apply for a Wisconsin Department of Natural Resources grant for Emerson Park. Motion by Glodosky, second by Hall; motion passed 9-0.

4. Community Stadium and Goerke Park improvement project.

Motion to accept the Community Stadium and Goerke Park improvement project as proposed. Motion by Glodosky, second by Przybylski; motion passed 9-0.

5. Discussion on current condition and needed repairs for 817 2nd Street rental property.

Motion to approve the remodel of 817 2nd Street N rental property and talk to

Comptroller to allocate % of rent to Parks Department. Motion by Okonek, second by Zarazua; motion passed 9-0.

6. Rejection of bid for Pfiffner Pioneer Park Bandshell roof and site repair.

Motion to accept the recommendation to reject the bid for Pfiffner Pioneer Park Bandshell roof and site repair. Motion by Okonek, second by Hall; motion passed 9-0.

7. Approval of dedication of park lands in lieu of fees for The Convent Redevelopment Project adjacent Prentice Street and Maria Drive.

Motion to accept the park property as presented and to evaluate looking into saving the grotto can be considered. Motion by Okonek, second by Freckmann; motion passed 9-0.

8. Director's Report

- Park technician hiring process update
- Easter Egg Hunt @ Midstate parking lot update
- Department Easter scavenger hunt update
- KB Willett roof replacement update

9. Adjournment.

Motion to adjourn by Okonek, second by Sorenson; motion passed 9-0. The meeting adjourned at 8:03 pm.

REPORT OF CITY PLAN COMMISSION

April 4, 2022 – 6:00 PM
In-Person & Zoom Conference Call Meeting

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

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn, Community Development Technician Mohr, Alderperson Shorr, Alderperson Zarazua, Alderperson Keymer, Alderperson Leek, Alderperson Fishler, Alderperson Morrow, Ruth Pfiffner, Lori Carlson, Ronald MacDonald, Ruth MacDonald, Dave Medin, Sandra Medin, Mary Ann Laszewski, Fred Kalkofen, Carol Molepske, Richard Peterson, Richard Packard, Pamela Packard, Laurie Schroder, Armin Nebel, Cindy Nebel, Ron Carlson, Larry Sipiorski, Paul Annechiarico, Dean Shuda, Tim Schierl, Dan Kryst, Louis Molepske, Brent Curless, Bill Yudchitz, Glenn Aavang, Vicki Hafkemeyer-Anderson, Chris Okray, Andrea Olson, Marcellus Kramer, W.H. Love, Nancy Lamz, Nellie Schmidt, Nancy Roppe, Olivia Piloni, Chris Klesmith, Cathy Derezinski, Johnny Pea, Andrew Sutherland, Jim Wiese, Lori Rajski, David Knaapen, and unidentified audience members via Virtual Zoom Meeting.

INDEX:

Opening Section:
1. Roll call.

Discussion and possible action on the following:

2. Report of the March 7, 2022 meeting of the City 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 of the City of Stevens Point. Said request adds Section 23.01(14) relating to the allowance of accessory dwelling units and accessory commercial units in the City of Stevens Point.
4. A request from Richard Packard for a fence waiver to install privacy fencing along the southern lot line at 1017 Ridge Road (Parcel ID 281240834200103), consistent with Ch. 23.01(14)(g).
5. A request to dedicate 1.517 acres of land for park purposes at 1300 Maria Drive (Parcel ID 281240829240034).
6. March 2022 Monthly Report.
7. Director's Report.

Closing Section:

8. Adjourn.

Opening Section:

1. Roll call.

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

Discussion and possible action on the following:

2. Report of the March 7, 2022 meeting of the City Plan Commission.

   Motion by Commissioner Arntsen to approve the report of the March 7, 2022 Plan Commission meeting; seconded by Commissioner Rice.

   Motion carried 5-0.

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 of the City of Stevens Point. Said request adds Section 23.01(14) relating to the allowance of accessory dwelling units and accessory commercial units in the City of Stevens Point.

   Director Kernosky reviewed an Accessory Dwelling Units & Accessory Commercial Units Presentation that touched on the following (this presentation is attached to the end of the minutes):

   1. Definitions
   2. History of the ADU/ACU discussion
   3. Changes resulting from neighborhood meetings
   4. Ordinance as proposed
   5. Reasoning

   Commissioners made the following comments:

   1. Inquiry as to whether the size was limited to 900 sq.ft. entirely, or a 900 sq.ft. in the case of a two-story building or total of 1800 sq.ft. of living space, to which staff explained that it could expand to a 900 sq.ft footprint with two-stories, however the living unit could not exceed 900 square feet.
   2. Inquiry as to whether an existing nonconforming structure could be converted into an ADU/ACU, to which staff explained that any alterations would trigger the need to meet all current standards.

   Mayor Wiza declared the public hearing open.

   Nancy Roppe (925 Smith St) read a prepared statement opposed to the request, noting previous concerns from meetings had not been addressed (statement is attached to the end of the minutes).

   William Love (909 Ridge Rd) provided testimony opposed to the request and asked staff that they rethink how the City approached growth, as growth may not always be best.

   Thomas Leek (District Eight) noted that while the use may be a good theory for other communities, it didn't appear to fit the City of Stevens Point. District Eight was largely opposed.

   Ron Carlson (3356 Oak Ave) provided testimony opposed to the request, noting that Stevens Point was a smaller community, and ADU/ACUs would lead to neighbor disputes and parking issues. Suggested allowing the use in a specific area of the City to start.

   Glen Aavang (2725 Peck St) provided testimony opposed to the request, stating that it would affect property values and the City should place their efforts elsewhere, such as redeveloping blighted properties. Suggested that the request go to referendum if it affected everyone in the City.

   Stephan Klein (301 Union St) noted that most concerns appeared to have been addressed, however items such as requiring separate utilities didn't make sense. He added that the ADU/ACU idea was not new, and businesses had historically been run out of homes, and families condensed.

   David Knaapen (3155 Dan's Dr) provided testimony opposed to the request, asking why an ordinance was proposed to be changed when it applied to only minimal housing that may not come into play in the first place. There was concern that people would not be aware of future changes if approved. Asked that it be reconsidered for the future when it may be needed.

   Alderperson Shorr (District Two) provided testimony in support of the request. Clarified that the initial topic stemmed from a mother and daughter in May 2019 who had a need for such a use.

   Cathy Derezinski (516 Franklin St) provided testimony in support of the request, noting that finding independent living for seniors or adult children with disabilities where support could live nearby was scarce.

   Chris Klesmith (545 Second St N) provided testimony in support of the request, noting the increased tax base would help towards future City improvements, and would provide people with the ability to build in areas closer to amenities.

Cindy Nebel (1100 Phillips St) read a prepared statement opposed to the request, stating that ADU/ACUs would not significantly address the City's need for equitable and affordable housing.

Alderperson Morrow (Eleven) stated having mixed opinions on the request, and noted that while more housing options were needed, the cost to build an ADU/ACU was a lot of money and would not be a return on investment. Those who would end up building one would truly need to have a need.

Ruth Pfiffner (707 Ridge Rd) provided testimony opposed to the request which noted residential units recently existing or proposed through recent development for rent. Reiterated the importance of conserving land.

Armin Nebel (1100 Phillips St) provided testimony opposed to the request, stating that the 2017 Housing Study listed ways to increase housing, and the number one item was to refurbish, repair, or convert existing rental properties back into single-family homes.

Mary Ann Laszewski (1209 Wisconsin St) provided testimony opposed to the request, stating that it would reduce peace, privacy, and quiet in neighborhoods.

Carol Molepske (2125 Clark) read a prepared statement opposed to the request, stating that the central city area, such as Clark-Main, already had a lot of housing diversity. That area had taken extra measures to maintain the lower density and use of a residential neighborhood, and it shouldn't be placed into jeopardy by allowing ADU/ACUs.

Bill Yudchitz (1301 Dubay Ave) stated that the 900 sq.ft. limit was too large, as an ADU/ACU could easily be accommodated into 500 sq.ft. Additionally, the definition was way too broad, adding that it shouldn't be allowed to be rented. He could see benefits of it functioning as a work-from-home office or for a family member. He suggested that they be required to meet ADA compliance to target those that would benefit the most from ADU/ACUs.

Bill Okray (3125 Dans Dr) provided testimony opposed to the request, noting that if someone had that much space they should just add to their existing home. Noted concern for what would occur with the structure if it couldn't be occupied. Suggested that the request for an ADU/ACU be a Conditional Use Permit or a Variance, to which staff confirmed that the proposal would be for them to be a Conditional Use Permit.

Lori Rajski (733 Minnesota Ave) provided testimony opposed to the request and agreed with many sentiments previously stated. They noted the importance of preserving existing neighborhoods and added that 900 sq.ft. was too large.

Louis Molepske (2116 Clark St) provided testimony opposed to the request and reiterated the need to preserve existing residential neighborhoods.

Andrea Olson (410 Franklin St) provided testimony in support of the request, noting it would give people more options for housing or small businesses. She noted that most people opposed to the request already owned their homes, and those that didn't were being told to live in apartments, but not everyone wanted to live in an apartment. Suggested that there be more programs incentivizing rental to single-family home conversions.

Jim Wiese (Zoom) stated support for the request.

Mayor Wiza recessed the Plan Commission at 7:58 PM

Mayor Wiza reconvened the Plan Commission at 8:03 PM.

Mayor Wiza declared the public hearing closed.

Mayor made the following comments:

1. Residents wouldn't be forced to build ADU/ACUs.
2. Residents wouldn't be forced to use ADU/ACUs if purchased with a principal dwelling, they could convert it into a shed, etc.

3. Growth is a part of the community, and if the City doesn't grow, it makes it harder to provide services. Infill is important when appropriate.

Director Kernosky provided the following comments regarding inquiries during testimony:

1. ADU/ACUs require separate utilities to prevent sewer/water shut-off to your tenant if tied to the same utilities.
2. Owner-occupied in the principal building only is required because it would provide more stability for the neighborhood, however staff was not opposed in allowing the main property owner in the ADU/ACU if that change was requested in the future.

Commissioners made the following comments:

1. Initially there seemed to be strong support for the request, but subsequently have heard more concerns from the public. Those concerns appeared to have been taken into consideration and worked through.
2. The public has been given a lot of opportunity to provide their input and reasons for opposition and support, however many testimonies was based on emotion, even though similar alterations could already be made to principal dwellings or garages.
3. Housing market is ridiculous currently, but not sure if the community is ready for ADU/ACUs.
4. The ordinance is quite nuanced, and some of the changes have become quite restrictive for ADU/ACUs, but perhaps not restrictive enough for neighboring properties.
5. Conditional Use Permit process will be beneficial.
6. Even if most people wouldn't build these, it provided more housing options and diversity for those that may really be in need.
7. Inquired on whether there were options for families in need to acquire more accessory space to principal buildings, to which staff noted that there were benchmarks that had to be met, and they could run into issues with zoning, as creating an additional residential unit would trigger the need for duplex requirements to be met.
8. ADU/ACUs may help assist not only lower income individuals, but median income individuals who wish to get out of the market.

Staff provided reasoning behind allowing the use within all zoning districts rather than restricting it. The Conditional Use Permit process would be key in allowing the use, while protecting residents and neighbors with concerns.

Motion by Commissioner Arntsen to approve the request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request adds Section 23.01(14) relating to the allowance of accessory dwelling units and accessory commercial units in the City of Stevens Point; seconded by Alderperson Kneebone

Motion carried 4-1, with Commissioner Hoppe voting in the negative.

4. A request from Richard Packard for a fence waiver to install a 8-foot tall privacy fencing along the southern lot line at 1017 Ridge Road (Parcel ID 281240834200103), consistent with Ch. 23.01(14)(g).

Director Kernosky summarized the request for a fence waiver to install privacy fencing along the southern lot line at 1017 Ridge Road. The request was sparked out of the proposed reconstruction of Ridge Court, of which 1017 Ridge Road was flagged due to an existing 8-foot fence being in the right-of-way, and as a result will have to be moved. After review, staff had no concerns and recommended approval with conditions outlined in the staff report.

Commissioners made the following comments:

1. Inquiry as to whether a 6-foot fence would be allowed in the area, to which it was confirmed that it would have to be 2 feet off the right-of-way.
2. Inquiry as to whether there was any issue with the facing of the fence, to which staff confirmed that the City did not enforce such a standard for the 'pretty' or 'ugly' side.

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

Motion by Mayor Wiza to approve the request from Richard Packard for a fence waiver to install privacy fencing along the southern lot line at 1017 Ridge Road (Parcel ID 281240834200103), consistent with Ch. 23.01(14)(g) with the following:

1. **A building permit shall be obtained prior to relocating the fence.**

seconded by Commissioner Hoppe

Motion carried 5-0.

5. A request to dedicate 1.517 acres of land for park purposes at 1300 Maria Drive (Parcel ID 281240829240034).

   Mayor Wiza noted that the request was in conjunction with the convent redevelopment, and the Plan Commission needed to provide a recommendation to the Common Council. It was noted that staff had no concerns and recommended approval of the dedication after summarizing the land map.

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

   Motion by Commissioner Hoppe to approve the request to dedicate 1.517 acres of land for park purposes at 1300 Maria Drive (Parcel ID 281240829240034); seconded by Arntsen.

   Motion carried 5-0.

6. March 2022 Monthly Report.

   Mayor Wiza announced Commissioner Hoppe would not be seeking reappointment to the Plan Commission and thanked him for his service.

   Director Kernosky reviewed new construction projects for the month of March, highlighting the beginning phases of Bantr Apartments and Caribou Coffee. He also noted that overall valuation was well over 74 million year-to-date, which placed the City well ahead of previous years.

7. Director's Report

   Director Kernosky provided brief updates on:

   a. Developmental Updates
   b. Special Project Updates
   c. Public Policy Updates
   d. Economic Development Updates

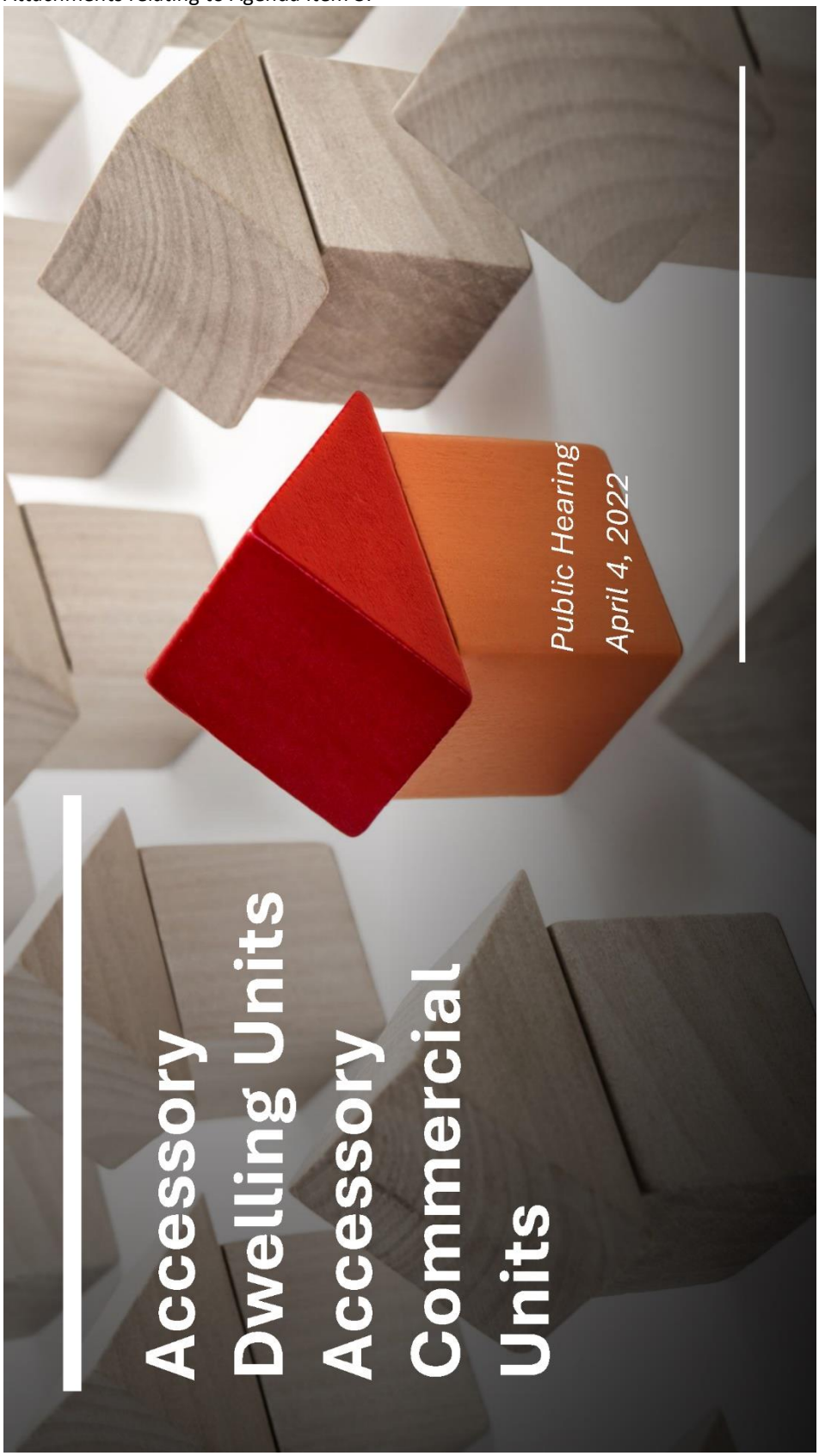
Closing Section:

8. Adjourn.

Meeting adjourned at 8:53 PM.

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

Attachments relating to Agenda Item 3:



Currently ADU

- Accessory dwelling units (ADU) are not permitted within our zoning code.
- A conditional use permit can be obtained to construct more than one principal building on a lot (2 SFD, 2 TFD). ADU's are not considered a principal building.

Currently ACU

- Accessory commercial units (ACU) are not permitted in our zoning code.
- Home occupations are a permitted use if the following is met:
  - Home occupation is carried on by a member of the immediate family **residing** on the premises.
  - Home occupation is **incidental** to the residential use of the property.
  - Home occupation will not provide any substantial change to the character of the neighborhood.
  - No substantial amount of stock in trade is kept of commodities sold.
  - No more than one unrelated individual may be employed in the home occupation.

History of the ADU/ACU discussion

Feb. 2020

Original concept discussed at Plan Commission.

- Received feedback – no formal ordinance was provided.

Mar. 2020

COVID & Staff turn over

Apr. 2021

Staff presents an ordinance for discussion only.

- April 2021 Ordinance is much more 'relaxed' and reflects constructing an ADU similar to a detached garage. ACU concept is included.

May 2021

Staff presents a clarification ordinance on lot size, lot coverage, and building heights to the ordinance. This was discussion only.

History of the ADU/ACU discussion, cont.

June 2021 – Plan Commission

A public hearing occurred at Plan Commission

- Proper notification was published in the paper of record.
- Plan Commission recommended approval.

June 2021 – Common Council

Concerns over public education is discussed at the Common Council.

Council members table discussion and instruct staff to hold neighborhood meetings.

Summer 2021

Staff holds neighborhood meetings in Districts 1, 2, 3, 4, 5, 7, 8, 9.

- Identified common themes throughout.

September 2021 – Plan Commission

Staff presents (discussion only) proposed changes to the ADU/ACU Ordinance.

- Conditional Use
- Min. Setback Requirements & Density
- Owner-occupied >10 months. No TRH.

History of the ADU/ACU discussion, cont.

November 2021 – Plan Commission

Staff presents the draft ordinance to Plan Commission with the changes identified through the neighborhood meetings.

Commissioners asked to see how many lots would meet the minimum lot size requirements at the next meeting.

December 2021 – Plan Commission

Staff presents the lot size requirements throughout the City.

Commissioners ask for possible demand in Stevens Point

February 2022 – Plan Commission

Staff performs population projections, surveys communities throughout the State with ADU ordinance to seek historic demands. Presents information to the Plan Commission.

Plan Commission give nod to hold a public hearing on the most recent version of the ordinance.

April 2022 – Plan Commission

Staff properly publishes public hearing notice in paper of record. Plan Commission to hold public hearing.

Ordinance as proposed

	Front Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Lot Size Minimum for SFD
R-LD	50	30	50	2 acres
R-1	30	Total of 25', one side not less than 12 ft.	30	16,500 sf
R-2	25 ft. On corner lots with 50' of frontage and less, street setback 25' and 20'	20 ft. Total of both sides, one side not less than 8' for buildings not over 2 ½ stories	Not less than 20% of lot depth but not less than 15' and need not exceed 30 ft.	8,000 sf
R-3	25 ft. On corner lots with 50' of frontage and less, street setback 25' and 20'	Minimum of 7 ½' on each side for buildings not over 2 ½ stories	25 ft. On corner lots with 50' of frontage and less, street setback 25' and 20'	5,000 sf*
R-4	25	10	Not less than 20% of lot depth, but not less than 15 ft. And need not exceed 30 ft.	8,000 sf
R-5	25	10	20	8,000 sf

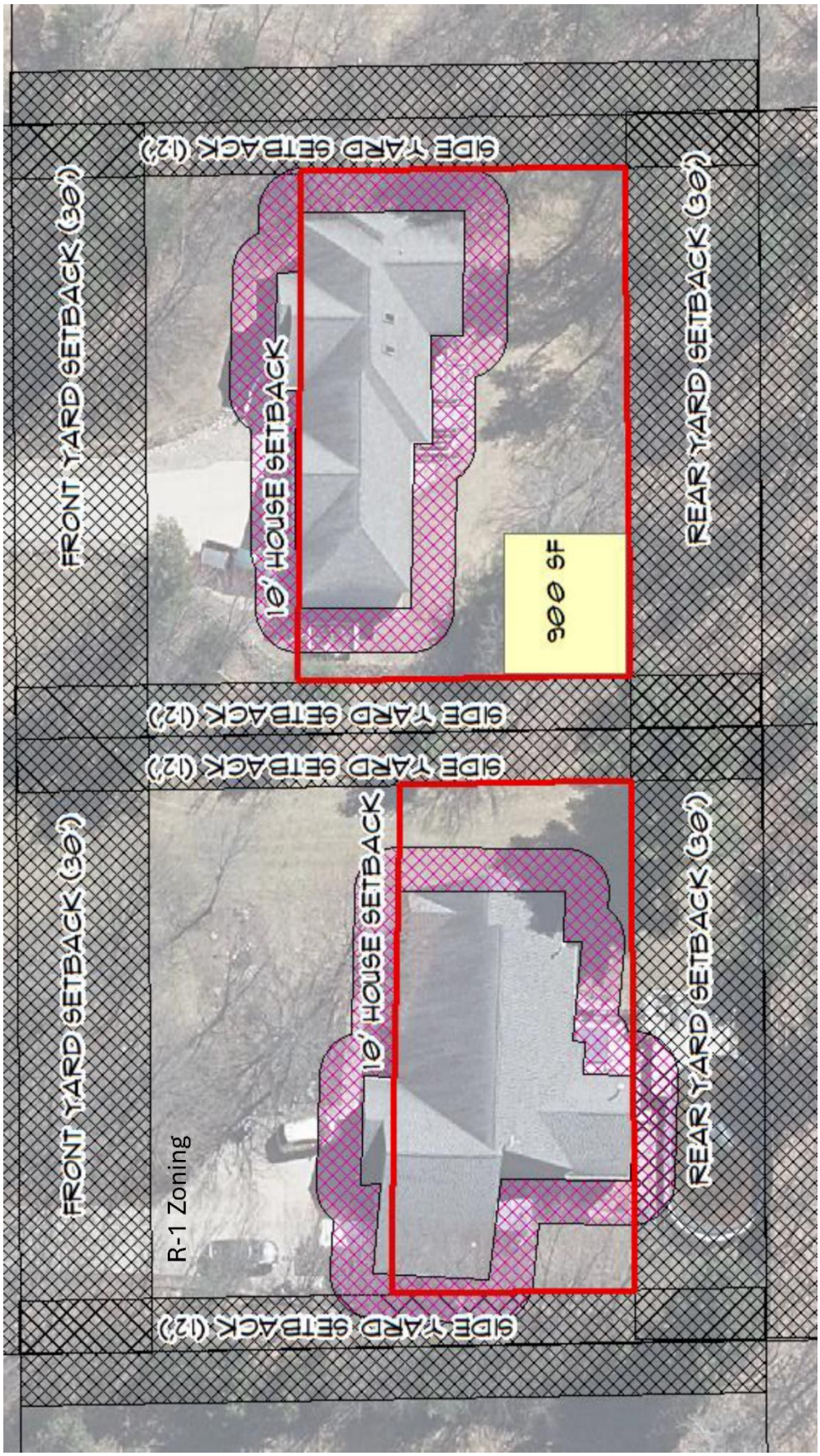
- ADU/ACU are a *conditional use* in all residential zoning districts.
  - Requires a public hearing and 200' notification to surrounding property owners.
  - Conditional use permit standards (as outlined in the zoning code) must be met.
- ADU/ACU must meet the minimum setback requirements of the principal structure.
- The minimum lot size must be met for SFD in order to construct an ADU/ACU
  - **EXCEPT:** In the R-3 zoning district, you must have a 10,000 sf lot size minimum.

Ordinance as proposed, cont.

- ADU must be a minimum size as outlined in the occupancy codes (typically 400-600 sf is the size minimum).
- ADU may not exceed 900 sf total.
- ADU/ACU may not exceed 20’ in height.
- The owner of the property must reside in the primary dwelling for a period of ten months or more in a calendar year. A restrictive agreement outlining the standards of the ordinance will be recorded against the property with the City and property owner.
- ADU/ACU must have separate sewer/water utility connections.

Ordinance as proposed, cont.

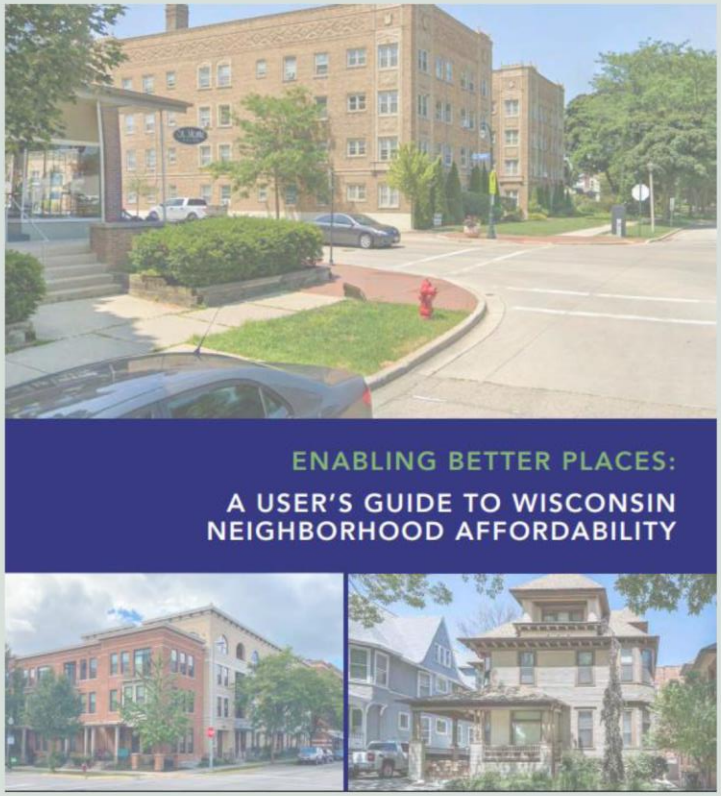
- Only one ADU/ACU per lot allowed.
- Occupants must meet the definition of Family as outlined in the zoning code.
- ADU may not be utilized as an AirBNB, VRBO (any tourist rooming house).
- No more than 60% of the property may be covered by impervious surfaces (buildings, sidewalks, driveways, etc.).


FRONT YARD SETBACK (30')
FRONT YARD SETBACK (30')
R-1 Zoning
SIDE YARD SETBACK (12')
10' HOUSE SETBACK
SIDE YARD SETBACK (12')
REAR YARD SETBACK (30')
SIDE YARD SETBACK (12')
10' HOUSE SETBACK
SIDE YARD SETBACK (12')
900 SF
REAR YARD SETBACK (30')

25' FRONT YARD SETBACK
15' SIDE YARD SETBACK
575 SF
15' SIDE YARD SETBACK
25' REAR YARD SETBACK
25' REAR YARD SETBACK
15' SIDE YARD SETBACK
15' SIDE YARD SETBACK
25' FRONT YARD SETBACK
R-3 Zoning

What are we trying to accomplish?

- LWM, WI Realtor's Association, AARP, Wisconsin Builders Association, and WHEDA issued *Enabling Better Places: A User's Guide to Wisconsin Neighborhood Affordability* in Spring 2022. It identified ADU's as a way to address affordability.
  - Accessory dwellings could add more attainable housing units with little strain on infrastructure or additional maintenance expense to local municipalities.
  - ADUs have little impact on the character of neighborhoods and can help subsidize mortgages for property owners.



Thank you.

DETACHED SINGLE-FAMILY HOMES
DUPLEX
TRIPLEX & FOURPLEX
COURTYARD APARTMENT
BUNGALOW COURT
TOWNHOUSE
MULTIPLEX
LIVE/WORK
MID-RISE
MISSING MIDDLE HOUSING

Nancy Roppe – 925 Smith Street

I'm opposed to allowing ADU's & ACU's. None of the concerns I expressed at past meetings have been addressed. The 1st district is already considered a blighted area. Packing more people into backyard shacks isn't the answer.

Backyards used to be safe places where folks sent their children to play - - where they could keep an eye on them. A place where people put in prized flower and vegetable gardens. At harvest time, they'd put up countless jars of jellies and jams, preserve pickles, tomatoes & pretty much everything else they grew and share the excess of their fresh homegrown produce with family and neighbors. Backyards were places where families gathered to celebrate birthdays, holidays, graduations and other special occasions. As families evolved over time, backyards became prized places for people with dogs to let their fur babies run. But now, a new trend threatens to gobble up backyards because we have to monetize them in the name of adding density. Now backyards are a potential profit center to maximize future resale value. Let's just be honest this time - - this isn't about building a mother-in-law suite anymore than the overnight parking rules were about helping out the family of a poor teen driver. This is about money, plain & simple.

The 1st district has too much density as it is. There are plenty of student rentals that are way over occupancy. Just count the number of cars in the driveway plus those which have spilled out into the street under the new parking rules. There is no way the square footage in those sleeping rooms meets the proposed new zoning rules when there are that many unrelated individuals living there.

Before we start adding more stand alone backyard structures it makes sense that our existing housing stock should be in good repair. Nowhere in this proposal does it say the primary residence has to be in good repair before an ADU or ACU can be constructed but it should.

Not all of us have 40 acres out in the country we can escape to when the stress of living in the city becomes too much to bear like some in city government. So before you foist this ill conceived proposal on the entire city, I'd love to know what makes you think these new shack in the back landlords will charge affordable rent? No, I suspect rents will be whatever the market will bear and therefore this proposal does nothing to solve your perceived density problem nor your affordable rent problem. All it does is pack more sardines in an already overcrowded can.

And one last point . . . a characterization was made at a previous meeting suggesting that we're old, out of touch fuddy duddies who aren't up to date on today's trends if we object when OUR property values are being threatened by neighbors who put their need for greed above the best interests and stability of the neighborhood. I worked long and hard to buy and maintain a modest home in one of the City's older areas and by god I'm not going to sit idly by and watch it go down the drain because newcomers demand yet more rental income.

City of Stevens Point
Board of Water and Sewerage Commissioners
April 11, 2022 - 12:00 PM

Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting URL to connect: https://us02web.zoom.us/j/82026885705
Dial in number: (303) 715-8592
Meeting ID: 820 26885705

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT: Paul Adamski, Carl Rasmussen, and Mae Nachman

EXCUSED ABSENCE: Anna Haines and Ray Schmidt

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

2. Approval of Minutes

Motion made by Carl Rasmussen, seconded by Mae Nachman to approve the March 14, 2022 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Mae Nachman, seconded by Carl Rasmussen to approve the department claims for the month of March 2022 as audited and read.

Ayes all. Nays none. Motion carried.

4. 2022 Reconstruction Projects and impact on 2022 Capital - *Joel Lemke*

Joel explained that for several years we've been planning these reconstruction projects to be just over a mile. The projects that were originally estimated for 2022 did not include two alternates and the estimates were at least 30% low due to inflation and other factors. The low bid for the Water Utilities came in at $1,555,246. It was originally estimated to be $668,000. The low bid for the Sewer came in at $1,664,276. It was originally estimated to be $592,720. The low bid for Storm came in at $1,485,761. It was originally estimated to be $834,000.

Joel stated we need to replace our infrastructure every 100 years and we are on pace for this. Joel will be looking into borrowing or rate adjustments to accommodate this rate of utility reconstruction. Joel is taking this to the Board of Public Works tonight

and would like to report that the Commission has approved these bids. The bids were very competitive.

Motion made by Carl Rasmussen, seconded by Mae Nachman to approve the low bids for the 2022 Reconstruction Projects.

Ayes all. Nays none. Motion carried.

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

Eric stated water consumption is going up mainly due to the mill using more water. The mill will be connecting to our water distribution system for fire protection on April 23 as well. Well 12 has been installed and they will start the 24 hour test pumping. By the end of the week, we should have samples sent into the lab to see what the water quality looks like.

6. Scope of services with Strand and Associates for Well 12 - *Joel Lemke/Eric Southworth*

This Scope of Services was previously approved on the Capital Operations and Maintenance Plan. Joel pointed out on page 22 the Preliminary Opinion of Probable Construction Cost for Well 12 listed as $1,614,000. Strand's Scope of Services through this part of the project is $307,000.

Well 12 will be connected to the treatment plant at Well 4 for treatment of iron and manganese.

7. Sewage Treatment Operations Report - *Chris Lefebvre*

Chris stated the WWTP met all the DNR permit limits for the month of March. The dryer is back up and running and everything is going well.

8. Construction and Maintenance Report - *Craig Czaikowski*

Craig stated the frost is out of the ground, so the crew is working on a project installing storm sewer. Hydrant flushing will be done again in May. They will also be starting work on the lead service replacement in May as well.

9. 2021 MS4 Annual Report - *Joel Lemke/Craig Czaikowski*

Joel provided the Commission with a brief summary of the 2021 MS4 Annual Report. The full report was provided to the Commission in the packet for their review. Joel stated we are up to date on all permit requirements.

Motion made by Mae Nachman, seconded by Carl Rasmussen to approve the DNR 2021 MS4 Annual Report.

Ayes all. Nays none. Motion carried.

10. Community Area Network Report - *Joel Lemke*

Joel stated we awarded the 2022 Fiber Project. The project is underway. They will be out marking this week.

11. Directors Report - *Joel Lemke*

Nothing to report.

12. Adjournment.

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:27PM

City of Stevens Point
Airport Commission
April 11, 2022 - 12:30 PM

Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting URL to connect: https://us02web.zoom.us/j/82026885705
Dial in number: (301) 715-8592
Meeting ID: 820 26885705

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT: Paul Adamski, Carl Rasmussen, and Mae Nachman

EXCUSED ABSENCE: Anna Haines and Ray Schmidt

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

2. Approval of Minutes

Motion made by Carl Rasmussen, seconded by Mae Nachman to approve the March 14, 2022 meeting minutes of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Mae Nachman, seconded by Carl Rasmussen to approve the department claims for the month of March 2022 as audited and read.
Ayes all. Nays none. Motion carried.

4. Written/Verbal Report - *Jason Draheim*

Jason stated it was a standard month of March. The weather has been a little challenging but Craig's crew has done a great job with snow removal, etc. Fence construction should start this month. There was a pre-construction meeting last week.

5. Adjournment.

Motion made by Mae Nachman to adjourn the meeting.
Ayes all. Nays none. Motion carried.
Meeting Adjourned: 12:32PM

City of Stevens Point
Transportation Commission Meeting
April 11, 2022 - 4:45 PM

Minutes

Discussion and Possible Action on:

1. **Roll Call**
   Present: Vice Chair - Karalyn Peterson
   Present via Zoom: Chair - Nichole Lysne, Greg Koepel, Tom Bertram, Ald. Marc Christianson, Ald. Mary Kneebone
   Others: Talin Scheuermann, Joel Lemke, Tom Carroll, Kaitlyn Wall

2. **Approval of March 14, 2022 minutes**
   Ald. Mary Kneebone moved to approve the March 14, 2022 minutes. Greg Koepel Seconded. Ayes all; Nays none; Motion carried.

3. **Approval of the March 2022 financial / claims report**
   Ald. Mary Kneebone moved to approve the March 2022 financial/claims report. Karalyn Peterson Seconded. Ayes all; Nays none; Motion carried.

4. **Update from the Transportation Superintendent**
   Route 3 Red changes - Discussion on rerouting 3 red to the business park and crossroads.
   Paratransit vehicles - Update on previous order being canceled and how we are moving forward on purchasing vehicles.
   Staff update - Onboarding one transit driver, looking to fill open dispatcher and rural bus operator positions.

5. **Next meeting date**
   May 9, 2022 - 4:45pm

6. **Adjournment**
   Meeting adjourned at 5:04pm.

Meeting Rider
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, TDD # 346-1556 or by mail at 1515 Strongs Ave., 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 4:00p.m.

SPECIAL NOTICE

Please take notice that a quorum of the Common Council, City Boards/Commissions may attend this meeting.

PERSONNEL COMMITTEE
April 11, 2022 - 7:10 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 892 9756 5798| Passcode: 602701
By Computer:
https://us02web.zoom.us/j/89297565798?pwd=OCtBeWFrRDNxeHlZVkhTSG01b2RuUT09
By Phone: +1-312-626-6799 (US Chicago)

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT: Chairperson Shorr; Alders Zarazua, Dalton, Christianson, Leek

OTHERS PRESENT: Mayor Wiza; Clerk Yenter; C/T Ladick; Deputy C/T Freeburg; Interim H/R Manager Frasch; Assistant Chief Kussow, Alder Johnson, Attorney Beveridge.

2. Request to start the Assistant Chief of Police at Step S4 per Administrative Policy 2.06

Motion by Alder Dalton, second by Alder Zarazua to approve the request to start the Assistant Chief of Police at Step S4 per Administrative Policy 2.06.
Ayes all, nays none. Motion carried.

3. Request for Temporary Assignment Pay for interim HR Manager

Motion by Alder Christianson, second by Alder Leek to approve the request for temporary assignment pay for interim HR Manager.
Ayes all, nays none. Motion carried.

4. Adjourn into closed session pursuant to Wis. Stats. 19.85(1)(f) (considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations) for

purposes of considering a request for a medical leave of absence without pay under City Administrative Policy 3.02.

Item rescinded.

5. Reconvene into open session (approximately 5 minutes after adjourning into closed session) for action on the request for a medical leave of absence without pay.

Item rescinded.

6. Adjournment.

Adjourned at 8:40pm.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING
April 11, 2022 - 6:25 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT Chairperson Mayor Wiza, Ald. Jeremy Slowinski, Ald. Mary Kneebone, Ald. Shaun Morrow, Ald. Mykeerah Zarazua, Ald. Ginger Keymer and Fred Hopfensperger.

OTHERS PRESENT **Directors:** Scott Beduhn, Ryan Kernosky, Dan Kremer and Joel Lemke.
Alderpersons: Marc Christianson, David Shorr, Thomas Leek, Polly Dalton and Meleesa Johnson.
City Staff: Clerk Yenter, Attorney Beveridge, C/T Ladick, Assistant to the Mayor Frasch, Deputy C/T Carrie Freeberg, City Clerk Kari Yenter, Engineering Administrative Assistant Tricia Church and Streets Administrative Assistant Jesica Pacyna.
Others Present: Dean Shuda, Bill Schilling and Amy Canfield from AECOM.

Informational

1. Director's Report
a. Business 51 (Division and Church Streets) Reconstruction Project
b. McDill Monitoring and Control System Project
c. 2021 Streets Improvement Project

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

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

2. Presentation from AECOM regarding the current status of Business 51 and a review of alternative options.

Visit the City Website to view the PowerPoint Presentation given by Amy Canfield with AECOM regarding the current status of Business 51.

Discussion and Possible Action

3. To accept the Ordinance Amendments in Chapter 9, Sections 9.05 and 9.06 as it relates to Traffic Signs.

Ald. Jeremy Slowinski **moved**, Fred Hopfensperger seconded to approve the Ordinance Amendments in Chapter 9, Sections 9.05 and 9.06 as it relates to Traffic Signs.

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

4. To accept the Ordinance Amendments in Chapter 16 as it relates to Streets, Alleys and Sidewalks.

Ald. Ginger Keymer **moved**, Ald. Mykeerah Zarazua seconded, to approve the Ordinance Amendments in Chapter 16 as it relates to streets, alleys and sidewalks.

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

5. To award the 2022 Streets Improvement Project #22-01 to A-1 Excavating Inc. in the amount not to exceed $8,709,540.24.

Ald. Shaun Morrow **moved**, Ald. Jeremy Slowinski seconded, to award the 2022 Streets Improvement Project #22-01 to A-1 Excavating Inc. for the amount not to exceed $8,709.540.24.

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

6. To award the 2022 Pavement Maintenance Project #22-04 to Fahrner Asphalt Sealers in the amount not to exceed $244,303.13.

Ald. Shaun Morrow **moved**, Ald. Jeremy Slowinski seconded, to to award the 2022 Pavement Maintenance Project #22-04 to Fahrner Asphalt Sealers for the amount not to exceed $244,303.13.

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

7. To award the 2022 Curb, Gutter and Sidewalk Project #22-05 to Fahrner Asphalt Sealers in the amount not to exceed $230,238.05.

Ald. Ginger Keymer **moved**, Ald. Shaun Morrow seconded, to award the 2022 Curb, Gutter and Sidewalk Project #22-05 to Fahrner Asphalt Sealers for the amount not to exceed $230,238.05.

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

Adjourn

Adjourned at 8:34 p.m.

CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES

April 11, 2022 - 6:00 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Discussion and Possible Action on:

1. Roll Call.

Present: Ald. Leek, Christianson, Keymer, Kneebone.

Excused: Ald. Fishler

Others Present: Mayor Wiza; Clerk Yenter; C/T Ladick; Deputy C/T Freeburg; Chief Zenner; Chief Kussow; Interim H/R Manager Frasch; Directors: Beduhn, Lemke, Kernosky, Kremer; Ald. Shorr, Zarazua, Johnson, Slowinski, Dalton, Morrow; Neighborhood Improvement Coordinator Kordus; Ron Carlson; Dean Shuda.

2. License List:

A. Class "B" Beer/"Class B" Liquor License: Stevens Point Softball Association at Zenoff Park, Stevens Point for license period beginning July 1, 2022.

B. Class "B" Beer/"Class B" Liquor License: Rock-N-Roll Bar & Grill at 2301 Church St, Stevens Point for license period beginning April 19, 2022.

Ald. Keymer moved, Ald. Christianson seconded, to approve the two Class "B" Beer/"Class B" Liquor Licenses.

Chief Kussow expressed no concerns.

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

C. Temporary Class "B" Beer/"Class B" Wine License: St. Peter Parish, 800 Fourth Ave, Stevens Point for St. Peter Parish Picnic on June 11, 2022 to June 12, 2022 at 708 First Street, Stevens Point, WI 54481.

D. Temporary Class “B” Beer/”Class B” Wine License: CREATE Portage County, PO Box 565, Stevens Point for Trivia Unplugged on September 24, 2022 at Noel Hangar, 4501 State Highway 66, Stevens Point, WI 54482.

E. Temporary Class “B” Beer/”Class B” Wine License: Wonderful Water Run Inc., PO Box 465, Plover, WI for Wonderful Water Run on October 1, 2022 at Pfiffner Pioneer Park.

Ald. Keymer moved, Ald. Kneebone seconded, to approve the Temporary Class "B" Beer/"Class B" Wine Licenses.

Chief Kussow expressed no concerns.

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

3. Request to Hold Event/Street Closing:

A. Stevens Point Brewery Block Party on May 21, 2022 (Recurring).

B. Wonderful Water Run on October 1, 2022 (Recurring).

Ald. Christianson moved, Ald. Keymer seconded, to approve the event/street closures list.

Chief Kussow expressed no concerns.

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

4. Discussion and Possible Action on Ordinance Amendments Regarding Chapter 21, Building and Premises Maintenance and Occupancy.

Director Kernosky gave an overview of the proposed ordinance amendment.

Ald. Kneebone moved, Ald.Christianson seconded, to approve the Ordinance Amendment regarding Chapter 21, building and premises maintenance and occupancy.

Neighborhood Improvement Coordinator Kordus gave a presentation regarding the proposed changes.

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

5. Adjournment.

Adjourned at 6:23 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA
April 11, 2022 - 6:24 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 892 9756 5798 | Passcode: 602701
By Computer:
https://us02web.zoom.us/j/89297565798?pwd=OCtBeWFrRDNxeHlZVkhTSG01b2RuUT09
By Phone: +1-312-626-6799 (US Chicago)

MINUTES

I. Non-Action Items:

1. Roll Call.

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

OTHERS PRESENT Mayor Wiza; Clerk Yenter; Attorney Beveridge; C/T Ladick; Alderpersons: Keymer, Zarazua, Kneebone, Leek, Christianson; Chief Zenner; Asst. Chief Kussow; Deputy C/T Freeberg; Directors: Beduhn, Kernosky, Kremer, Lemke; Interim H/R Manager Frasch; Larry Theiss (Pacelli); Jon Vollendorf (SPASH & SPAPSD); Tricia Church, Jessica Pacyna; Dean Shuda; Ron Carlson; James Banovetz; Erin Batzer; Jeanna Trzebiatowski; Jim & Krista Mendyke; Fred Hopfensperger; Amy Canfield (AECOM); Bill Schilling (AECOM); Brian Maas (SP Youth Football); Cindy Weber (Pacelli); Ann Ninnemann (UWSP Women's Hockey)

2. Update on 2022 Capital Road Projects and potential impacts on the Capital budget.

Director Beduhn gave a brief presentation stating how the bids for the road projects are coming in higher than originally thought and what the options are to make sure we

can get as much done as possible.

II. Discussion and Possible Action on:

3. Discussion and possible action on approval of additional funding for Community Stadium, Goerke Park, and KB Willett Arena building Improvements.

Director Kremer and Tim Schierl gave a PowerPoint presentation outlining the project and costs. They are asking for bonding of the entire project expense (spread out over 2 years), $420,000 in funding for the project, which includes $220,000 from fund balance for overall project funding, $100,000 for east end vestibule, and $100,000 for east side of building recladding, and a request for future financing to replace KB Willett Arena roof, which no action is needed at this time but if part of the overall needs for the arena.

Ald. Johnson stated she received a letter in favor of the project from Sara Brish, Stevens Point Convention & Visitors Bureau, and will place it on file.

Jon Vollendorf, principal at SPASH and St Pt School District, spoke in favor of the project. He stated this is a game changer for sports and kids in the area. The schools and staff are excited and are in favor of project.

Larry Theiss, principal at Pacelli, thanked the project team for their hard work and spoke in favor of the project. He has been working on establishing an 8 man football league, so this project would be great for that.

Ann Ninnemann, UWSP Women's hockey coach, spoke in favor of project. She stated they have been at the Ice Hawks Arena but are looking forward to coming home as they are very excited about project. She is looking forward to the collaboration with the City.

Jim Mendyke Jr., representing Mendyke family and St Pt Youth Lacrosse program, spoke in favor of the project. When his father, Jim Mendyke Sr passed away, they donated his memorial gifts to Goerke Park and they are excited to now be a part of this new renovation.

Ald. Kneebone stated she is very supportive of women's hockey and has enjoyed them playing in her district at the Ice Hawks rink, but is happy they can return home. She also stated that even though she is supportive of the project, she has mixed feelings due to parking issues, potential loss of revenue in district 7 due to losing Women's Hockey at Ice Hawks Arena and possibly losing revenue generated by having soccer out there.

Brian Maas, St Pt Youth Football, spoke in favor of the project, stating the safety of this be much safer for the kids.

Cindy Weber, president of Pacelli Catholic Schools, stated that she is impressed with

the project and the collaboration of the City, community, and all the schools. She thanked everyone for their hard work. She is in favor of the project and is excited for it to all come together.

Dean Shuda, 5000 Norway Pine, spoke in favor of the project. He stated the safety factor and having the medical feature is a great addition.

Director Kremer commented on the parking issue, stating that the parking lot around the police and parks departments is also part of the parking for Goerke, as well as street parking.

Ald. Morrow **moved**, Ald. Dalton seconded, to approve the $420,000 additional funding for Community Stadium, Goerke Park, and KB Willett Arena building Improvements.

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

4. Discussion and possible action on approving additional funds from TIF #6 for the Facade Improvement Grant Program.

Ald. Shorr **moved**, Ald. Dalton seconded, to approve the facade grant to Opera House in the amount of $114,473.98.

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

Ald. Shorr **moved**, Ald. Morrow seconded, to approve the transfer of $115,869.58 from TIF #6 to the Facade Improvement Grant Program.

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

5. Discussion and possible action on approval of claims paid.

Ald. Dalton **moved**, Ald. Slowinski seconded, to approve the claims paid in the amount of $889,936.15.

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

III. Closing Items:

6. Adjournment.

Adjournment at 7:50 p.m.

COMPTROLLER-TREASURER REPORT
for the period ending January 31, 2022

	Bal January 1, 2022	Receipts	Disbursements	Bal January 31, 2022
GENERAL OPERATING CASH	$6,520,147.64	$20,856,531.58	$20,964,492.26	$6,412,186.96
UTILITIES & TRANSPORTATION (Cash and Investments)	$13,739,082.88	$1,770,980.41	$908,012.39	$14,602,050.90

INVESTMENTS	Bal January 1, 2022	TRANSFER IN	TRANSFER OUT	Bal January 31, 2022
GENERAL	$33,340,263.74	$4,442,740.29	$0.00	$37,783,004.03
SPECIAL REVENUE	$820,085.70	$0.00	$0.00	$820,085.70
DEBT SERVICE	$36,120.48	$0.00	$0.00	$36,120.48
CAPITAL PROJECTS	$7,718,461.79	$0.00	$0.00	$7,718,461.79
INTERNAL SERVICE	$2,031,856.05	$0.00	$0.00	$2,031,856.05
TRUST	$3,911,502.68	$0.00	$0.00	$3,911,502.68
TOTALS	$47,858,290.44	$4,442,740.29	$0.00	$52,301,030.73

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	$4,153,469.00	$454,824.92	10.95%
POLICE	$5,870,534.00	$513,863.81	8.75%
FIRE	$5,551,322.00	$526,306.91	9.48%
PUBLIC WORKS	$6,142,653.00	$286,543.15	4.66%
PARK & REC	$2,156,623.00	$102,379.98	4.75%
CAPITAL PROJECTS	$7,979,100.00	$875.02	0.01%
DEBT SERVICE	$8,788,980.00	$6,961,959.84	79.21%
YTD TARGET	8.33%		

REVENUES:	BUDGET	YTD	%
GENERAL	$26,545,561.00	$13,093,425.49	49.32%

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594
Fax: 715-346-1530

Mike Wiza
Mayor
mwiza@stevenspoint.com
715-346-1570

RESOLUTION

Whereas, there are more than 4,000 native bee species in North America, along with introduced honey bees; and

Whereas, bees and other insects are an essential part of agriculture and our environment, pollinating plants that are vital food sources for wild animals and include many of the cultivated foods people eat, directly impacting our food security; and

Whereas, bees have been experiencing population declines due to a combination of habitat loss, pesticides, disease, and climate change; and

Whereas, more than half of bee species in North America are in decline with 1 in 4 species at risk of extinction; and

Whereas, cities like ours have embraced their responsibility for conserving these important animals by taking steps to install and promote pollinator gardens, bee keeping and reducing the use of harmful chemical fertilizers and pesticides; and

Whereas, other municipalities have supported pollinator conservation through a "No Mow May" program that allows property owners to limit their lawn mowing practices during the month of May to provide food sources for bees that emerge from hibernation; and

Whereas, the City of Stevens Point is a leader in sustainability, recognizes that urban landscapes provide critical habitat for pollinators, and wishes to encourage its citizens to play an active role in conserving pollinators through the management of their own land; and

Now, therefore be it resolved, the Mayor and Common Council of the City of Stevens Point, Wisconsin does hereby proclaim May 1st – 31st, 2022 as "No Mow May" in the City of Stevens Point, and encourages all residents to promote awareness and pollinator-friendly habitat.

IN WITNESS WHEREOF I have set my hand and caused the seal of the City of Stevens Point to be affixed this 18th day of April, in the year of our Lord, two thousand twenty two.

_____

Mike Wiza, Mayor

RESOLUTION

RELATIVE TO AUTHORIZING SUBMITTAL OF STATE GRANT APPLICATION

A RESOLUTION authorizing the submittal of a Wisconsin Department of Natural Resources (WIDNR) 2022 Grant to construct the Emerson Park Revitalization Project.

WHEREAS, the City of Stevens Point is interested in obtaining a cost-share grant from the WIDNR for the purpose of improving park amenities and park related construction in Emerson Park. The City has partnered with the Friends of Emerson Park to complete the improvements.

WHEREAS, a Resolution authorizing the submitting of a state grant application by the Director of Parks, Recreation and Forestry, Dan Kremer, and the subsequent appropriation of City of Stevens Point funds for a Knowles-Stewardship Grant and Federal Land and Water Conservation Fund Grant project.

WHEREAS, the City of Stevens Point believes itself to be qualified and is willing and able to carry out all activities in the state grant application; and,

WHEREAS, in this action the City of Stevens Point Board of Park Commissioners has declared its intent to conduct the Emerson Park Revitalization Project improvements described in the application; and,

WHEREAS, in this action the City of Stevens Point Common Council will, upon award and acceptance of the grant, agree to the terms of the grant;

WHEREAS, the total match is being applied for is approximately $378,000 and the total project costs are approximately $757,000; and,

WHEREAS, the WIDNR requires as part of the grant process, a Resolution from the City of Stevens Point agreeing to fund the project if the grant is awarded.

IT IS, THEREFORE RESOLVED THAT:

The City of Stevens Point Common Council requests the funds and assistance available from the WIDNR under the Knowles-Stewardship Grant and Federal Land and Water Conservation Grant and will comply with the state or federal rules for the program; and,

BE IT FURTHER RESOLVED THAT:

The City of Stevens Point may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during the City's park hours; and will obtain from the WIDNR or the National Park Service approval in writing before any change is made in the use of the project site; and,

HEREBY AUTHORIZES the Director of Parks, Recreation and Forestry to act on behalf of the City of Stevens Point to submit and sign and application to the WIDNR for financial aid for the Knowles-Stewardship Grant and Federal Land and Water Conservation Fund Grant, sign related documents; and,

HEREBY AUTHORIZES the Director of Parks, Recreation and Forestry to act on behalf of the City of Stevens Point to sign the grant agreement if the grant funds are awarded and to take necessary action to undertake, direct and complete the approved project.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Adopted this 18th day of April, 2022

By a vote of:

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

[Chapter 23 of the Revised Municipal Code – Zoning Ordinance – Accessory Dwelling and Commercial Unit Guidelines]

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

SECTION I: That Section 23.01, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point, shall be amended to insert accessory dwelling and accessory commercial unit guidelines to Section 23.01(14), with subsequent code sections in Section 23.01 being carried down into the following section as follows:

14) Accessory Commercial Units and Accessory Dwelling Units.

a) Definitions

1) Accessory Commercial Units (ACU) is a small detached commercial unit that are accessory to the principal residential use on the site. Uses of ACUs are subject to Home Occupation Regulations as defined in this Chapter.

2) Accessory Dwelling Units (ADU) are defined as a small, detached secondary place of residence on the same lot as the principal residential dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking and sanitation.

b) Where permitted. ACUs and ADUs shall be a conditional use in the R-LD, R-1, R-2, R-3, R-4 and R-5 zoning districts.

c) Setbacks. ACUs and ADUs shall meet the minimum setback requirements for principal structures of the zoning district or overlay zoning district for which it is

located. All ACUs and ADUs shall be a minimum of ten feet away from any other structure on the parcel.

d) Lot size. ACUs and ADUs shall be allowed only on a lot after meeting the minimum lot area requirements for single family use within the zoning district for which the property is located. For lots zoned "R-3" Single- and Two-Family Residential, the minimum lot size requirement shall be 10,000 square feet. No construction of an ACU or ADU shall result in an impervious lot coverage ratio exceeding 60% of the total lot area.

e) Square Footage Limitations.

    1) Minimum size. ADUs shall meet the minimum size requirements as outlined in Ch. 21.08 of the Revised Municipal Code of the City of Stevens Point.

    2) Maximum size. ADUs shall not exceed the maximum size allowed for detached accessory structures as outlined in Chapter 30 of the Revised Municipal Code of the City of Stevens Point.

    3) Calculation of ACU and ADU square footage. ACU and ADU square footage calculations are exempt the square footage calculations outlined in Chapter 30 for detached accessory structures.

f) Height limitations. ACUs and ADUs shall not exceed 20 feet in height, not including the height of roof gables.

g) Owner occupied. The owner of the property in which the ACU is created must continue to occupy the principal residential use on the site as their primary residence for a period of at least ten months in a calendar year. A restrictive agreement between the property owner and the City shall be recorded prior to occupancy being granted.

h) Utility connections. All utility connections for ACUs and ADUs shall have separate connections from the principal structure located on the same lot.

i) Number of occupants allowed. The number of occupants allowed in an ACU shall be consistent with the definition of Family as outlined in this chapter.

j) Number of ACUs and ADUs allowed. One ACU or ADU is permitted per lot.

k) Tourist Rooming House: ADUs are prohibited to be utilized as a tourist rooming house.

SECTION II: That this ordinance shall take effect upon passage and publication.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 4, 2022
Adopted: April 18, 2022

Drafted By: Adam Kuhn
Return To: City Clerk

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Department of Community Development
Adam Kuhn
Associate Planner
Zoning Administrator
Ph: (715) 346-1567
Fax: (715) 346-1498

MEMORANDUM

To: Common Council

From: Adam Kuhn, Associate Planner / Zoning Administrator

Date: April 18, 2022

RE: Façade Grant Request for 1124 Main Street

Background: On April 6, 2022, the Historic Preservation / Design Review Commission recommended approval of a façade grant request in the amount of $114,473.98 for the restoration of the former Opera House, located at 1124 Main Street. The restoration project aims to construct indoor and outdoor spaces for a community biergarten. Due to the size of the request, the Finance Committee was required to make a recommendation and recommended approval during its April 11, 2022 meeting.

The City's Façade Improvement Grant Program requires all reimbursement requests exceeding $30,000 to be approved by the Common Council. The following pages include the proposed façade grant contract in its entirety.

If you have further questions, please do not hesitate to contact Community Development staff.

Staff Recommendation: Staff recommends **APPROVAL** of a request from Gregg Gokey, representing Opera House LLC, for a façade improvement grant in the amount of $114,473.98 to perform exterior improvements to the building located at 1124 Main Street (Parcel ID 281240832202973).

www.stevenspoint.com

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

Opera House, LLC. – 1124 Main Street

Façade Improvement Grant Agreement

Between the City of Stevens Point and Opera House, LLC.

Project Approved by the Historic Preservation / Design Review Commission: October 7, 2020 & April 6, 2022
Grant Approved by the Finance Committee: April 11, 2022
Contract Approved by the Common Council: April 18, 2022

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Façade Improvement Grant Agreement

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT is made and entered into as of the_____ day of _____, _____by and between the City of Stevens Point, Wisconsin, a Wisconsin municipal corporation (the "City"), and Opera House, LLC. (the "Grantee").

Recitals

WHEREAS, the City has established a Façade Improvement Grant Program designed to stimulate improvement to the exterior of commercial or mixed-use buildings; and

WHEREAS, the Grantee owns a building that is eligible for Façade Improvement Grant funds and wishes to access such funds; and

WHEREAS, the Grantee is willing to make exterior improvements in accordance with the rules, requirements, and recommendations of the City, if Grantee receives such funds; and

WHEREAS, the City is willing to provide grant funds as set forth herein, and has determined that this Agreement is in the public interest.

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

Purpose of Agreement

The parties hereto are entering into this Façade Improvement Grant Agreement for the improvement of a building façade within the City of Stevens Point. Further, the parties have reached an understanding regarding participation in the future improvements and intend to enter into this Façade Improvement Grant Agreement to record the understandings and undertakings of the parties and to provide a framework within which the improvement may proceed.

Part 1. **Approval**

The Historic Preservation / Design Review Commission of the City of Stevens Point granted Opera House, LLC. façade improvement grant funds in the amount of $114,473.98 on April 6, 2022. Other design review components of the project were reviewed by the Historic Preservation / Design Review Commission on October 7, 2020. Due to the amount of grant funding proposed, a recommendation of approval was made by the Finance Committee on April 11, 2022. The funds are applicable to the property located at 1124 Main Street (Parcel ID 281240832202973). Included with that October 7, 2020 & April 6, 2022 approvals by the Historic Preservation / Design Review Commission are conditions that the Grantee will need to comply with at the aforementioned subject property.

Part 2. **Improvements**

Grantee, in accordance with the provisions of Chapter 22 - Historic Preservation / Design Review – of the Revised Municipal Code of the City, the Design Guidelines of the City, and the Façade Improvement Grant Program Guidelines of the City, was granted the above approval to make the following Improvements at the aforementioned property:

1. Rehabilitation of the existing storefront.
2. New windows and doors.
3. Paint improvements to the building's south facing wall.
4. Tuckpointing.

Improvements, as required by this Agreement, will be installed as herein provided and within the time limits set forth herein. Non-performance of installation of said improvements shall not be allowed and it is Grantee's primary obligation to perform.

Part 3. **Plans, Specifications, and Documents**

Grantee has filed with City the attached plans, specifications, and documents, collectively referred to as the "Façade Improvement Plans" pursuant to various requirements:

A. Grantee improvement site location map is attached hereto and labeled as Exhibit A.

B. Grantee owns a parcel of land located within the City at 1124 Main Street (Parcel ID 281240832202973) (collectively the "Property"). A description of Property, through the Property Data Sheets are attached hereto and labeled as Exhibit B. Grantee agrees and understands that the approved façade improvement grant funds, and the business conducted thereon, is only applicable to Property as approved by the Historic Preservation / Design Review Commission.

C. Grantee application for façade improvement grant funds is attached hereto and labeled as Exhibit C.

D. Contractor bids for the proposed work are attached hereto and labeled as Exhibit D.

E. Renderings and photographs for and of the proposed work are attached hereto and labeled as Exhibit E.

F. Proof of insurance for the Property is attached hereto and labeled as Exhibit F.

G. It is mutually agreed that all terms and conditions pertaining to the improvements as imposed by the Historic Preservation / Design Review Commission as set forth in their official minutes attached hereto and labeled Exhibit G, are made a part hereof by reference and fully set forth herein.

Part 4. **Conditions of Approval**

This Agreement shall incorporate the recommendations of the Historic Preservation / Design Review Commission. In addition, the following terms and conditions, among others, but not limited to, are included within this Agreement:

1. Window and door openings shall not be expanded beyond what is stated in this design review request.
2. Window and door trim color shall match.
3. Gentle means shall be used when cleaning masonry prior to tuckpointing and other general maintenance done during project construction. Only organic non-toxic chemicals shall be used to clean.
4. Powerwashing or sandblasting shall be prohibited on any building components.
5. The applicant shall submit final details regarding the window grids (design color, etc.) to be reviewed and approved by City staff.
6. Transom windows installed on the first and second floor shall match original openings and design.
7. The designated agent shall have the authority to review and approve minor amendments to the project.
8. Applicable building permits shall be obtained.
9. All work shall be completed in accordance to the timeline transcribed within the most recent development agreement.
10. The project must adhere to Façade Improvement Grant Program Guidelines.
11. No funds shall be disbursed until the project is fully completed.

		Contractor								
	Improvements	Commercial Roofing of Wisconsin	Mauer Roofing	D&D Masonry	Cornerstone Restoration	CertaPro Painters	Wildcard Worx	Precision Glass & Doors	Pella Windows & Doors	Wildcard Worx
	Roofing									
1	Remove existing roofing material	$49,919.00	$57,180.00	-	-	-	-	-	-	-
2	Install new insulation & fiberboard	$ above	$ above	-	-	-	-	-	-	-
3	Install edging, tile and associated rooftop equipment	-	-	-	-	-	-	-	-	-
	Masonry									
4	Cut and flush wing walls	-	-	$24,300.00	$113,400.90	-	-	-	-	-
5	Tuckpointing at side and rear elevations	-	-	$ above	$ above	-	-	-	-	-
	Painting									
6	Remove dirt and debris from masonry surface	-	-	-	-	$8,873.71	$17,822.00	-	-	-
7	Paint facia, metal accents and exterior decorative elements	-	-	-	-	$ above	$ above	-	-	-
	Windows & Doors									
8	Install windows & doors at front and rear elevations	-	-	-	-	-	-	$124,775.00	$75,126.95	$61,780.00
	TOTAL:	$49,919.00	$57,180.00	$24,300.00	$113,400.90	$8,873.71	$17,822.00	$124,775.00	$136,906.95	
	Lowest Bid(s)	$49,919.00		$24,300.00		$8,873.71		$124,775.00		
	TOTAL Project Cost:	$207,867.71								
	Requested Matching Grant Assistance:	$114,473.98 (approximately 55.07% of total project cost)								
	NOTE:	The bids for Pella Windows and Doors & Wildcard Worx, LLC combine for Improvement #8								

Part 5. **Grantee Warranties and Representations**

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

A. Grantee is a Wisconsin Limited Liability Company, duly organized and in good standing under the laws of the State of Wisconsin, and is not in violation of any provisions of its Articles of Organization, Operating Agreement, or the laws of the State of Wisconsin, has the power to perform its obligations hereunder and has duly authorized the execution, delivery, and performance of this Agreement by proper company action.

B. Grantee will control the construction of the improvements on the Property.

C. The parties signing below for the Grantee warrant that they have full power and authority to execute this Agreement on behalf of Grantee, and to bind Grantee to the Agreement.

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

E. It is the total responsibility of Grantee to assure and guarantee that the stated improvements are complete as approved herein, and that all conditions are fully complied with. Any deviation from the approved plans or conditions shall be considered default.

F. The construction of the Improvements on the Property by Grantee would not occur but for the financial assistance being provided by the City.

G. Following the completion of the Improvements, Grantee shall maintain the Property in a good and presentable condition and shall promptly repair any damage. Grantee shall maintain adequate property insurance for such purpose.

H. Grantee agrees that no part of Property will be sold, transferred, conveyed, and/or used in any manner that would render it exempt from general property taxes.

Part 6. **Timeline for Completion**

If not otherwise approved by the Historic Preservation / Design Review Commission, all work shall be completed within one year from the signing of this Agreement. The Chairperson and Designation Agent shall have the ability to extend the contract for a period not to exceed one additional year.

Part 7. **Funds Reimbursement**

Reimbursement of funds shall be limited to the amount indicated in Part 4 of this agreement. **Projects approved for matching grant assistance will be required to submit a written request to release the funds upon completion of the entire project.** Copies of all paid invoices and receipts related to the façade improvements must accompany the request for release of funding. Invoices and receipts shall clearly explain the related work (i.e. $ for square feet of brick cleaning).

The Historic Preservation / Design Review Commission reserves the right to refuse reimbursement in whole or part for work that:

- Does not conform to the program design guidelines.
- Does not conform to the proposal submitted with your application and authorized by the HP/DRC.
- Is not completed within one year from the date the project was approved for funding.
- Does not meet the requirements of this agreement.
- Is not completed in a workmanlike manner.

Part 8. **Permits and Approvals**

Grantee's obligations under this Agreement are contingent on obtaining permits and other City approvals necessary for the construction. Grantee shall make all reasonable efforts to obtain such permits and approvals in a timely manner. Grantee understands that this Agreement cannot obligate the City to issue any such permits or approvals.

Part 9. **Assignment**

This Agreement shall be binding upon Grantee's successors and assigns, and notice of said Agreement shall be recorded or filed in the Register of Deeds Office for Portage County.

Grantee may not assign this Agreement to any individual, firm, partnership, or corporation without the approval of the City, which approval shall not be unreasonably withheld and which shall be deemed granted if not withheld by written notice to Grantee from City given on or before forty five (45) days after Grantee requests in writing that City consent to an assignment of this Agreement. If an assignment is made, all terms, provisions, and conditions contained in this Agreement, shall be binding on Grantee's successors in interest, whether such successor shall become the lessee or sub-lessee of all or part of Property.

Part 10. **Default Provisions.**

Division 10.01 Notice of Default

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

Division 10.02 Remedies upon Grantee's Default

In the event Grantee defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Division 10.01, then City without prejudice to any other rights or remedies afforded to the City by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof and/or not award the Grantee the funds identified in Part 1 of this Agreement.

Part 11. **Notices**

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

To the Grantee:	Gregg Gokey c/o Opera House, LLC. 1124 Main Street Stevens Point, WI 54481
To the City:	City Clerk City of Stevens Point 1515 Strongs Avenue Stevens Point, WI 54481

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

Part 12. **Nondiscrimination**

With the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment nor shall the improvements or any portion thereof be sold to, leased, or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin, or ancestry and that the construction and operation of the improvements shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds. The construction and operation of the improvements shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

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

Part 13. **No Personal Liability**

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.

Part 14. **Miscellaneous Provisions**

Division 14.01 Future Improvements

Grantee agrees that any future exterior changes or improvements, and/or any changes or improvements under the review of the City via a city ordinance or other similar regulation, will comply with the requirements of said ordinance or regulation, and recommendation as required by such governing body. Failure to comply with such regulation shall be considered default, and Grantee shall be required to

reimburse City the full amount of the grant award indicated in Part 1, plus CPI adjusted annually.

Division 14.02 Cooperation with Grants

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

Division 14.03 Entire Agreement

This document contains the entire agreement between Grantee and the City and it shall inure to the benefit of and shall be binding upon the parties hereto and the respective heirs, executives, successors and assigns. This Agreement may be modified only by a written amendment signed by the parties, which Amendment shall become effective upon the recording in the Office of Register of Deeds for Portage County.

Division 14.04 Modification of Agreement

An instrument in writing signed by Grantee and the City may only modify this Agreement.

Division 14.05 Survival of Warranties, Representations, and Agreements

Any warranty, representation, or agreement herein contained shall run with the land.

Division 14.06 Governing Law

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

Division 14.07 Captions

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

Division 14.08 Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Division 14.09 Severability

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

Division 14.10 City Authorization

The execution of this Agreement by the City was authorized by the following:

Historic Preservation / Design Review Commission on the 6th day of April, 2022.

Finance Committee on the 11th day of April, 2022.

Other design review Components reviewed by the Commission in relation to the project also occurred on the 7th day of October, 2020.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the_____day of _____, 20__.

THE CITY OF STEVENS POINT, WISCONSIN

BY: _____
Mike Wiza
Mayor, City of Stevens Point

Attest:

_____
Tim Siebert
Chairperson, Historic Preservation / Design Review Commission

STATE OF _____)

:ss

COUNTY OF _____)

Personally came before me this_____day of_____, 20__, Mike Wiza, Mayor of the City of Stevens Point, and Tim Siebert, Chairperson of the City of Stevens Point Historic Preservation / Design Review Commission, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Chairperson, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

_____
Notary Public, State of _____

My commission expires: _____

Approved as to form this_____day of_____, 20__.

BY: _____

A. Logan Beveridge
City Attorney, City of Stevens Point

STATE OF_____)
:ss
COUNTY OF_____)

The above personally came before me this_____day of_____, 20__, A. Logan Beveridge, Attorney for the City of Stevens Point, to me known to be the person who executed the foregoing instrument and to me known to be such City Attorney, and acknowledged that they executed the forgoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

_____

Notary Public, State of _____

My commission expires: _____

Opera House, LLC.

Date:_____ By: _____
Gregg Gokey

STATE OF_____)
:ss
COUNTY OF_____)

The above personally came before me this_____day of_____, 20__, of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such Gregg Gokey of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

_____

Notary Public, State of _____

My commission expires: _____

EXHIBIT A

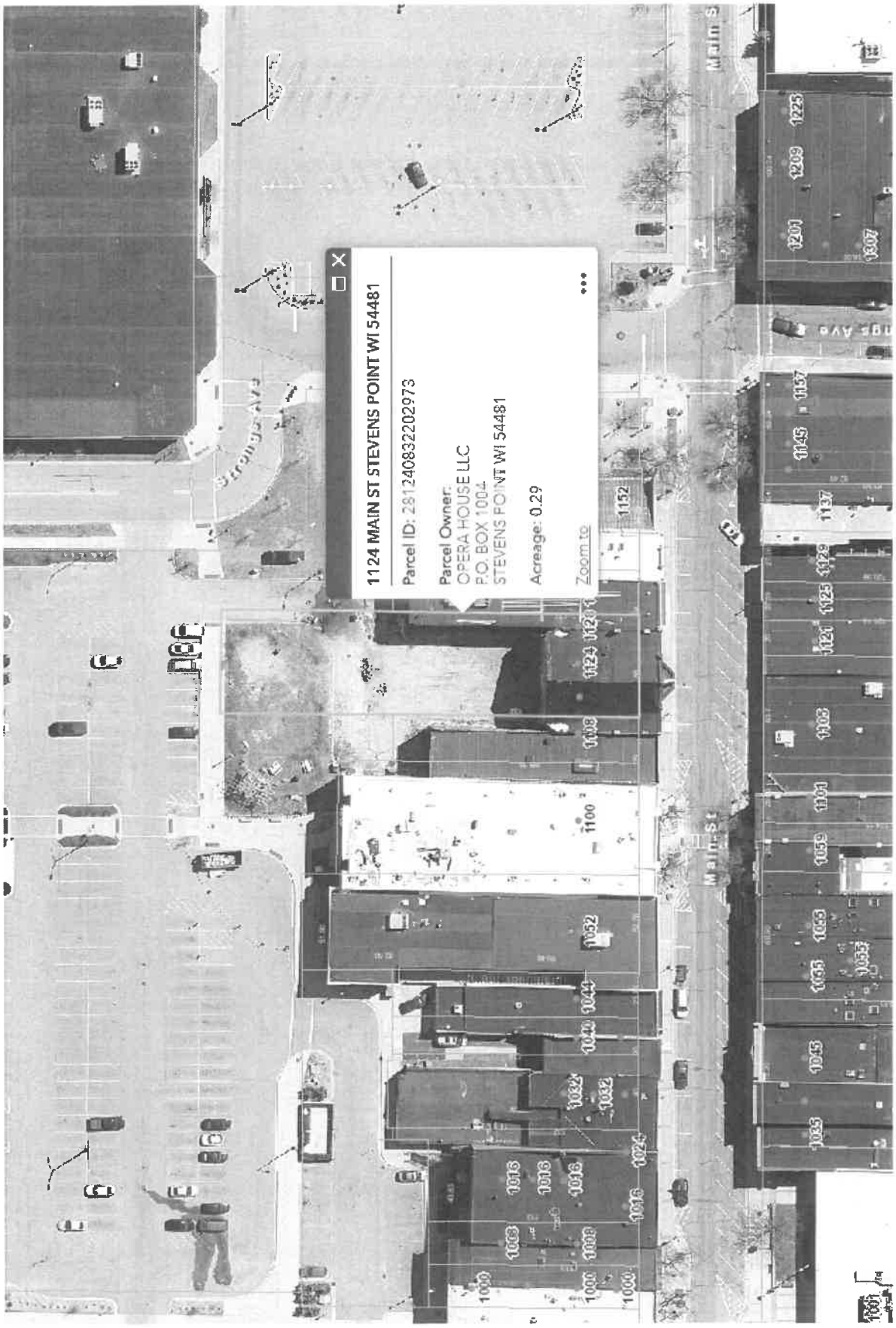

1124 MAIN ST STEVENS POINT WI 54481
Parcel ID: 281240832202973
Parcel Owner:
OPERA HOUSE LLC
P.O. BOX 1004
STEVENS POINT WI 54481
Acreage: 0.29
Zoom to
Main St
Main St

EXHIBIT B

LEGAL DESCRIPTION

Lot 1, CSM #011409 DOC-866837 BNG PRT BLK 29 VAL BROWN ADD NENW S32 T24 R8 SUBJ ESMT-788999 & ESMT-386661 .288A (867366)

EXHIBIT C

Grantee Application for Façade Improvement Grant Funds

Department of Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Adam Kuhn
Associate Planner/Zoning Administrator
Ph: (715) 346-1567
Fax: (715) 346-1498
akuhn@stevenspoint.com
stevenspoint.com

Façade Improvement Grant Program Application

ADMINISTRATIVE SUMMARY (Staff Use Only)

Date Submitted		Date Reviewed		Approved	Yes ☐ ($_____) No ☐

APPLICANT/OWNER INFORMATION

APPLICANT INFORMATION		Owner Information (Same as Applicant? ☐)	
Applicant Name	Opera House llc	Contact Name	Erin Batzler
Address	1124 Main St	Address	1300 College Ct.
City, State, Zip	Stevens Point, WI, 54481	City, State, Zip	Stevens Point, WI, 54481
Telephone	715-869-3440	Telephone	715-869-3440
Cell		Cell	
Fax		Fax	
Email	info@stevenspointoperahouse.org	Email	info@stevenspointoperahouse.org

PROJECT SUMMARY

Scope of Work to be Undertaken (attach contractor estimates, if available)
Please see attachment

Describe the Positive Impact Your Project will Bring to Stevens Point
Please see attachment

Total Cost of Project Improvements	Amount of Matching Grant Assistance Requested
$228,947.95	$114,473.98
Estimated Start Date	**Estimated Completion Date**
April 16th, 2022	May 21st, 2022
Number of Commercial Tenant Spaces Within the Building	**Number of Residential Tenant Spaces Within the Building**
1	0

EXHIBITS (The following materials must accompany your application in order to be considered for matching grant assistance funding)

Complete detailed list of project revenues and expenses.	☐	Additional Exhibits If Any (List):
Two bids from qualified contractors detailing the cost of the work to be done.	☐	
Drawings detailing all of the work to be completed as part of the project.	☐	
A description/sample of project materials and colors.	☐	
Proof of insurance.	☐	
Must be current on all real estate and personal property taxes.	☐	
No outstanding amounts owed to the City of Stevens Point.	☐	

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Signature of Applicant	Date	Signature of Property Owner (If not the Applicant)	Date
Gregg A. Kelsey	3/29/22		3/29/22

PROJECT SUMMARY

Scope of Work to be Undertaken

1. **South Facade** (Front of building, facing Main Street)
    a. Uncover and repair the original decorative metal work and steel beams
    b. Clean, repair and apply protective paint to the decorative metal work on the upper elevation of the building including the pressed metal tympanum, parapets, cornices and cast iron capings
    c. Restore the original lettering located over the tympanum spelling "Opera House"
    d. Reinstall center entrance doors on building on Main St. with ADA standard doors
    e. Replace all windows with aluminum wrapped energy efficient versions
    f. Repair damaged masonry and re-tuck point areas where needed
    g. Recreate the original 'band stand' balcony that canopied the front entrance doors

2. **North Facade** (Rear of building, facing Cobblestone Hotel)
    a. Re-tuck point the brick and restore historic window brick trim elements
    b. Two windows on the upper elevation will be replaced with aluminum wrapped energy efficient versions in their historic spots
    c. Two aluminum wrapped energy efficient windows will be installed in historic exit doors on the lower level
    d. Energy efficient glass patio doors will be installed in the original doorway location to the original balcony.

3. **Roof System**
    a. Replace roof covering with a water tight system that protects the integrity of the structure and masonry work that gives its distinct shape.
    b. Repair of roof drainage system to facilitate water direction away from masonry and foundation structures

Standards for Rehabilitation

We have utilized The Secretary of the Interior's Standards for Rehabilitation as a guide to identify and explain the repairs and/or alterations needed to return the historic building at 1124 Main Street in Stevens Point to contemporary use while preserving those portions and features of the property which are significant to its historic and architectural value.

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed in or eligible for listing in the National Register of Historic Places.

These standards are deferred to with regard to the preservation of historic properties listed in the National Register of Historic Places. The standards have been widely adopted by historic districts and planning commissions across the country and are commonly used by State and local officials in reviewing historic rehabilitation proposals which is why we referenced them in our rehabilitation work.

The Secretary of the Interior's Standards for Rehabilitation are available for download through the U.S. National Parks Service website at the following URL:
https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf

Description of Work

Plans include the restoration of the south façade (facing Main Street downtown) to its original 1896 appearance and the renovation and improvement of the north façade (facing towards the Cobblestone hotel), which used to be an interior wall and which will need repairs and modifications to make it weather resistant and water tight exterior wall.

Weatherproofing

Over the many years that it has sat vacant and unmaintained, the Opera House has suffered from significant moisture penetration due to deterioration of the roof and drainage systems. This has led to the deterioration of other building elements including its windows, doors and masonry. Replacing the roof and drainage system is the foremost element in The Opera House LLC's plan to revitalize and maintain the appearance and integrity of the building's exterior. Replacing the roof and drainage systems will ensure the building is water tight and not at risk of deterioration from moisture penetration or standing water. The Secretary of the Interior's Standards for Rehabilitation recommended preservation efforts for masonry include, "*Protecting and maintaining masonry by ensuring that historic drainage features and systems that divert rainwater from masonry surfaces (such as roof overhangs, gutters, and downspouts) are intact and functioning properly.*" (Page 80)

Directing water away from a building is especially important for a brick building since brick and mortar are porous materials that absorb moisture easily. When splashed with water regularly or when exposed to poor drainage, brick and mortar can turn crumbly and sandy. When brick masonry loses its integrity and begins to crumble away, it is called spalling. Many things contribute to spalling bricks, but the most common cause is water exposure. If left untreated, spalling can worsen until it interferes with the overall stability and safety of a building. Masons have identified several areas on the building's exterior where the masonry is spalling and the brickwork needs to be removed and replaced. There are many areas across the building's exterior where the masonry needs cleaning, repair, and replacement.

In addition to the replacement of the roof, The Opera House LLC's plan includes the simultaneous replacement of all windows and doors in order to fully weatherproof the building. The new windows will be customized to mimic the appearance of early 1900 window design while providing the thermal efficiency and durability of modern window technology. The simultaneous installation of all new windows and doors will ensure a uniform appearance across the building's exterior and will greatly enhance its visual appeal.

Another architectural feature in need of repair is the wrought metal work adorning the south facade. These features include studded iron columns and beams on street level, to the metal tympanum, parapets, cornices, paneling and wrought iron capings on the upper elevation of the facade. These metal features have been exposed to the elements for so long without proper maintenance that they have begun to deteriorate in spots and need patching. The oxidation (rust) off these features is so extensive that streaks of it can easily be seen staining the pressed brick in streaks down the face of the building. See Image B.

In order to maintain the integrity of these architectural features, the metal will require detailed repair and the application of a rust preventative and protective paint to stop further deterioration. The Secretary of the Interior's Standards for Rehabilitation recommended preservation efforts for metal work include, "Cleaning metals, when necessary, to remove corrosion prior to repainting or applying other appropriate protective coatings," (Page 93) and "Applying appropriate paint or other coating systems to historically-coated metals after cleaning to protect them from corrosion." (Page 94).

South Facade

The Opera House LLC plans to apply for the facade improvement grant to help restore the building's brick, windows, lower entrance and the intricate details across the facade facing Main Street. The building is faced with pressed brick, is capped with pressed metal cornices and has cast iron brackets at the outer edges of the building.

Plans include the full restoration of the facade as it was originally built. The Opera House LLC has successfully sourced the original architectural sketches for this purpose. The restoration of the face of the building includes the removal of the FOX marquee and all other 1940's features, masonry cleaning and repairs, repair and painting of the metal ornamentation, and the installation of new, era-appropriate windows and doors. See Image A.

After the removal of the marquee, the damage left from the bolts will need to be repaired and a new balcony constructed. Alterations to the original balcony design may be necessary to ensure its stability and to improve safety, but the overall appearance of the balcony will mimic the original design. See Image B.

Main Entrance (South Facade)

The center portion of the ground floor contains the entrance to the theater, consisting of two pairs of double doors (recessed some 10 feet from the building line) together with poster display cases both facing and perpendicular to the street. Materials consist of aluminum, clear and opaque glasses, and "carrara glass." The existing doors, display cases, glass paneling, and other 1940's elements will be removed and the front entrance will be restored to its original appearance, consisting of era-appropriate double doors with transom windows. The new entrance will need to be altered slightly from the original sketches, which show 4 sets of double doors with transom windows. Instead, the entrance will maintain the existing two sets of double doors, in order to accommodate a wider door design that adheres to ADA accessibility standards. The doors will be custom made to accurately reflect the structure's architectural style and period. Large windows will be installed adjacent to the doors, replacing the existing display cases. See Image C.

Above the main entrance, the center section of the Opera House contains a pair of oversized double hung windows. On either side of this center section are slightly narrower sections each having a pair of transom-covered oversized windows similar to the larger center units. These windows will also be replaced. The design and appearance of the new windows will closely match the old windows. See Image D.

North Facade

The existing north face of the building was once an interior wall and was left exposed after demolition of the theater auditorium in December of 2019. There is a significant amount of work needed to preserve the structural integrity of this wall and to ensure it can withstand long term exposure to the natural elements. The necessary modifications needed to weatherize the north facade include extensive masonry repairs and the installation of windows and doors. See Image E.

Our window and door installation plan will utilize existing openings in the wall where original doorways and windows used to exist. Custom doors and windows will be installed and the surrounding masonry fixed to prevent further damage from water penetration.

See Image F.

Describe the Positive Impact Your Project will Bring to Stevens Point.

The building facade at 1124 Main St. will be repaired and reconstructed to closely match the original architectural style of the building as it was designed in 1894. We hope that by taking the building back to its original appearance, the building will stand as a symbol of community pride; a gathering place for the community from the very beginning, throughout its history, and continued to this day.

Our restoration plan involves uncovering and revitalizing the original historic elements of the facade while also incorporating modernized improvements that will both enhance the appearance of the building and make it a functional and sustainable structure for many years to come.

The most noticeable change from the original facade design is in the layout of the front entrance doors. The new design includes four ADA compliant doors located in the center of the front entryway, compared to the original four sets of narrow double doors that used to exist there. Complimentary windows will fill the space to either side of these doors and, with the installation of surface applied grids, will mimic the appearance of early 1900s wood windows. The door and window styles will closely imitate the building's historical appearance while ensuring that the building is ADA accessible and, therefore, able to serve the entire community.

EXHIBIT D

Contractor Bids for Proposed Work

Revenue & Expenses

1124 Main Street, Stevens Point, WI 54481

Expected project expenses:

- Roofing
  - Commercial Roofing of Wisconsin
    - $49,919.00
  - Mauer Roofing
    - $57,180.00
- Masonry
  - D&D Masonry
    - $24,300.00
  - Cornerstone Restoration
    - $113,400.00
- Painting
  - CertaPro Painters
    - $8,873.71
  - Wildcard Worx, LLC
    - $17,822.00
- Windows & Doors
  - Precision Glass & Door, LLC
    - $124,775.00
  - Pella Windows and Doors of Wisconsin/Wildcard Worx
    - $136,906.95

Project total: $228,947.95

COMMERCIAL ROOFING
A TECTA AMERICA COMPANY, LLC

2300 Maple Drive
Plover, WI 54467
Phone (715) 341-2178
Fax (715) 341-2541

OWNER / BILLING Wild Card		JOB NAME Opera House	
ADDRESS 1300 College Court		ADDRESS 1124 Main Street	
CITY Stevens Point	ST/ZIP WI, 54481	CITY Stevens Point	ST/ZIP WI, 54481
CONTACT Erin Batzler	PHONE 715-869-3440 Ext.132	DATE OF PROPOSAL March 14, 2022	

We hereby submit specifications and estimates for:

1. Remove and dispose of wet built up roofing and replace with new insulation of same thickness at a rate of $3.25 per square foot. *
2. Inspect wood deck, replace where rotten at $150.00 per 4' x 8' sheet of plywood. *
3. Furnish and install a layer of 1/2" high density wood fiber insulation.
4. Furnish and install a Carlisle adhered 60 mil single-ply roofing system.
5. Furnish and install new 24 gauge metal edging with standard color Kynar finish on north side gable end.
6. Furnish and install an aluminum bar on perimeter roof edge.
7. Furnish a Carlisle 20 year total system warranty.

Notes:

* Remove and dispose of wet built up roofing and replace with new insulation of same thickness at a cost of $3.25 per square foot is an additional charge as we are unable to determine how much, if any, is wet until membrane is removed.
* Inspect wood decking, replace where rotten at $150.00 per 4' x 8' sheet of plywood is an additional charge as we are unable to determine how much is rotten until re-roofed.
* Owner is responsible for any Historical Society approvals prior to Commercial Roofing A Tecta America Company, LLC. installing the new roofing system
* Owner is responsible for any drain and pipe repair and/or replacement prior to Commercial Roofing A Tecta America Company, LLC. installing the new roofing system to allow for a proper termination at the drains.
* Owner is responsible for having all brick/block repaired and tuck pointed prior to Commercial Roofing A Tecta America Company, LLC. installing the new roofing system to allow for a proper termination at the roof's edge.
* Owner is responsible for any roofing permits.
* Furnish and install 2 layers of 2.5" isocyanurate insulation (R-28.8) in lieu of 1/2" high density wood fiber insulation. Add: $15,700.00

This bid is based on information available or provided prior to proposal date. Any new information or changes will require a new bid or change order.

Investment & Terms Page

We propose hereby to furnish material and labor-complete in accordance with the above specifications for the sum of:
Forty nine thousand nine hundred nineteen dollars.

Dollars ($49,919.00) Submitted by: **Lee Portmann**

Note:

***This proposal is for BUDGETING PURPOSES ONLY. Actual numbers can be significantly lower or higher depending on market conditions at the time. Please call your Sales Representative at 715-341-2178 for updated numbers prior to awarding work.**

***Due to recent material price volatility, our proposal is valid for 30 days, however, is subject to any material increases greater than 1% prior to the order shipping from the manufacturer.**

***Snow removal is not included and will be billed at an additional $95.00/per man hour.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to or above standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

PAYMENT TERMS: 30 days from date of invoice

Total Proposal Amount **$49,919.00**;not including accepted Upgrades or Deductions
Deposit Due **$19,968.00**

1) A finance charge of 1½% per month, which is an annual percentage of 18%, will be charged on all accounts which become past due.
2) Until the 40% deposit is received, the contract price may be adjusted to compensate for any increase in material prices which have occurred since the proposal date.
3) Certain projects may require additional monthly progress billings.
4) Start dates cannot be guaranteed by salesperson. There are variables beyond the control of Commercial Roofing such as weather, product shortages, etc. that affect scheduling. A company representative will contact you to schedule a tentative start date.
5) Owner responsible for furnishing electrical, mechanical or refrigeration work as needed when units need to be raised, with necessary supports.

Proposal/Contract - STATEMENT OF WORK

THIS STATEMENT OF WORK ("**SOW**") is made and entered into as of March 14, 2022 by and between:
Wild Card, located at 1300 College Court, Stevens Point, Wisconsin and
Commercial Roofing, a Tecta America Company, LLC, located at 2300 Maple Drive, Plover, Wisconsin.

Customer and Contractor are parties to this Proposal/Contract Agreement, dated March 14, 2022 (the "**Agreement**"). This SOW is a statement of work to the Agreement and is subject to the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this SOW shall have the meanings given in the Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and this SOW or other documents incorporated by reference herein, the terms and conditions of the Agreement shall prevail unless this SOW specifically states the term or condition of this SOW will prevail. The parties shall disregard any terms and conditions (including any preprinted terms and conditions) on or contained in any of Contractor's documents that are used as part of this SOW.

1. Scope of Work. The Work to be performed by Contractor under the Agreement is either described in Contractor's proposal dated March 14, 2022 or attached hereto as Exhibit A.

2. This proposal/Contract may be withdrawn by the Contractor prior to acceptance and shall automatically expire 30 days after the date of submission.

IN WITNESS WHEREOF, the parties have caused this SOW to be duly executed and delivered as of the day and year first above written.

OWNER
[OWNER'S COMPANY NAME]

By: _____

Title: _____

Date: _____

CONTRACTOR
COMMERCIAL ROOFING, A TECTA AMERICA COMPANY, LLC

By: Lee Portmann

Title: Sales Manager

Date: 3/14/2022

MAURER ROOFING, INC.

The Roofing Experts

10771 S. Cherry Street P.O. Box 98
Marshfield, WI 54449

Telephone No: 715-387-2570 FAX No.: 715-384-8976

October 22, 2021

Wildcard Worx
1300 College Court
Stevens Point, WI 54481

Re: Reroofing Opera House – 1124 Main St

Attn: Mr. Gregg Gokey,

We wish to submit the following proposal as outlined below.

Base Bid:
We will begin by installing a layer of ½" high density fiberboard over the existing smooth surface built up roof. The existing roof will function as a vapor barrier in the new assembly. The Carlisle 60 mil Fully Adhered EPDM roof will be installed over the fiberboard. All details will be performed in strict accordance to the manufacture's specifications. Wall flashings will be terminated under the tile coping and existing cap metal. On areas where tile/cap metal are not present, we will install cap metal. There will be some exposed fasteners to secure the cap metal properly. No work is included by the ornamental area in the front.

Complete labor and materials including tax on materials for the sum of:

FORTY-FIVE THOUSAND THREE HUNDRED SIXTY DOLLARS $45,360.00

Alternate Add Price:
The base bid will require the area to be insulated from the bottom side. If we switch out the fiberboard for 5" polyisocyanurate roof insulation (R-value 29) you would not insulate underneath.

For this alternate Add: $11,820.00

NOTE: Roof drains will need to be replaced. This is not included in the pricing.

All workmen will be covered by our policies as to compensation, liability, and property damage insurance. All debris caused by us doing the above work will be cleaned up and removed from the premises.

Respectfully submitted,

MAURER ROOFING, INC

Todd R. Maurer
TRM/mm

D&D masonary LLC
30 Wilson Ave
Rothschild, Wi 54474 US
+1 7152522971
ddmasonry7@gmail.com

Estimate

Erin Batzler

ESTIMATE	9995
DATE	10/29/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Construction	Masonry on the fox theater. This price includes all equipment labor and materials needed. I'm figuring for roughly a 3 week time line to complete this. Barring any major set backs. This does not include the price for the brick needed for the front. Once either of us has a match we can figure that in.	1	24,300.00	24,300.00

Appreciate the opportunity to bid this project. We hope to work together soon [illegible] relationship. Thanks!

TOTAL **$24,300.00**

By

Cornerstone Restoration LLC
901 Front St.
Sullivan, WI 53156
(262) 832-1179
Info@MasonryWI.com
www.MasonryWI.com

CORNERSTONE
RESTORATION

ADDRESS
Erin Batzler
Wild Card Corp
1124 Main St
Stevens Point, WI.

Proposal 4336

DATE 09/22/2021

EXPIRATION DATE 10/22/2021

ACTIVITY	AMOUNT
Patch holes in masonry at rear elevation.	
Cut and flush off wing walls. Voids will be patched.	48,530.00
Provide tuckpointing and washing repairs at front elevation.	64,870.00
Great effort will be taken to ensure a color match of installed materials, however as is the nature of tuckpointing and repair it is not the original and is not guaranteed to appear as such.	

TOTAL **$113,400.00**

Accepted By

Accepted Date

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

CertaPro Painters of NE Wisconsin
785 Scheuring Rd Suite C
De Pere, Wisconsin 54115
920-964-9295

Full Worker's Compensation Coverage
General Liability / Umbrella Insurance / Auto Insurance

COMMERCIAL EXTERIOR
Job #: JOB-1311-7761
Date 09/15/2021

SHERWIN WILLIAMS
We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Wildcard Worx- The Opera House
1124 Main St
Stevens Point, WI 54481
(715) 869-3440
sonia.pllroth@wildcardcor

PREPARED BY

Neal Sannes
Production Associate
(920) 391-1444
nsannes@certapro.com

CLIENT

Wildcard Worx
1300 College Ct
Stevens Point, WI 54481
(715) 869-3440
sonia.pllroth@wildcardcorp.com

CLIENT CONTACTS

PRICING:

Exterior Decorative Metal Accent	$8,873.71
Subtotal:	**$8,873.71**
Total:	**$8,873.71**
Balance	**$8,873.71**

GENERAL SCOPE OF WORK

1. Remove dirt and debris from surfaces being painted
2. Full prime with 1 coat of Sherwin-Williams Kem-Kromik Red Oxide Rust Inhibitive Primer
3. Apply 2 coats of Sherwin-Williams Pro Industrial Metalstic DTM (Color Sheen TBD)

Customer to provide lift equipment capable of accessing all paintable areas within the scope of work.

INCLUDES AND EXCLUDES

Includes:

Metal decorative accents

Excludes:

Masonry surfaces
Windows/frames
Doors/frames

SURFACE PREPARATION

STANDARD LEVEL OF PREP

Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:
- Wash or wipe down surfaces being painted.
- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained.

This level of prep DOES NOT include (Unless specified otherwise in this proposal) the following:
- Wood replacement
- Fixing imperfections that require feather sanding and bondo application.
- Full recaulking if caulk is not failing or missing.
- Stripping existing surface coating.

SETUP

CUSTOMER TO:
Properly prep steel and apply a coat of rust converter

CERTAPRO WILL COVER & PROTECT
Surfaces not being painted

Additional set up instructions from defaults.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. We clean up daily and upon completion to make sure your property is "presentable" and perform a full clean-up when we are complete (including sweeping and vacuuming paint chips). The procedures performed to properly clean your house may create literally thousands of very small paint chips that are near impossible to fully cleanup.
Upon Completion: All tools, supplies & equipment will be removed from the property. If there is leftover paint, we will leave leftover paint for your future use.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Notes/Description	Product	Paint / Primer Coats	Color
Exterior Decorative Metal Accent				
Fascia		Metalastic DTM-Acrylic Modified Enamel-Semi-Gloss	2 / 1	TBD
Fyphon		Metalastic DTM-Acrylic Modified Enamel-Semi-Gloss	2 / 1	TBD
Metal - Airless		Metalastic DTM-Acrylic Modified Enamel-Semi-Gloss	2 / 1	TBD
Prep & Repair				
Included Details				

ADDENDUM - ALL PICTURES

Exterior Decorativ...

All decorative metal accents included.

Exterior Decorativ...

All decorative metal accents included.

Exterior Decorativ...

All decorative metal accents included.

Exterior Decorativ...

All decorative metal accents included.

Exterior Decorativ...

All decorative metal accents included.

Exterior Decorativ...

All decorative metal accents included.

Exterior Decorativ...

All decorative metal accents included.

Exterior Decorativ...

All decorative metal accents included.

Exterior Decorativ...

Final project rendering.

NOTES

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

- Meet with you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you daily to inform you of what has been completed, what will be done tomorrow and any possible issues.
- And finally, have you do a final inspection with us to make sure that you are completely satisfied with the completed project.

CHANGE ORDERS: Any changes to the scope of work detailed above, or to the color or gloss level of the paint to be used, requires customer sign-off on a change order form and will result in additional charges to cover time and materials.
UNFORESEEN CONDITIONS: Cannot be predicted, and therefore are not included in this bid, should something outside the scope of work be encountered, we will notify you and proceed upon your approval.
SCHEDULING: To schedule your project we will need a signed contract. Our office will call you directly to discuss potential start dates once it is received. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make the necessary special accommodations. To be fair to all our customers, all projects are scheduled in the order in which they are received in our office signed.
PRODUCTION DELAYS: Delays in production can happen for many reasons. Depending on the season of the year our work day lengths are affected. Such as spring and fall our work days can be shorter. Rain plays a huge part in our schedule and even a shower in the morning can stop us from doing any work on a given day. Also saturating rains may require additional drying days before we can start work again.

COLOR SELECTION: Please complete color selection five days prior to the start of production so that we may uphold our commitment of scheduling. As part of our service we are happy to assist you in making color selections by supplying manufacturer's color charts. The samples on the chart are ink representations and only approximate the actual paint color that will be applied. One way to be certain that the paint color you have chosen will meet your expectations is to apply a Test Patch. A sample purchased from the paint store can be applied to the area that will be painted prior to making the final selection. If you choose to have your old paint can matched because it was the color used last time or use a surface paint chip that there maybe a difference in look due to sheen differences or fading.

NUMBER OF COATS: We quoted the project based on our conversation with you at time of estimate. The following number of coats required is being provided for you in case you change your mind as to what the color will be so you understand why the number of coats may change. **1 Coat** - Keeping same color that is currently on surface (This includes faded colors on surfaces that can be cause from many environmental reasons) - Surface must also be in good condition. Dry wood may absorb the first coat regardless of it being the same color. **2 Coats** - Color change (This includes using the original color if surface has faded) - We recommend a 2nd coat if the house has not been painted or stained within the last 5 years or if it is dry. **3+ Coats** - Shades of Yellow or Red or Orange or a Dark Deep Base color - Or if it is a significant color change. Very old dry wood may even require 3+ coats in special cases.

- Extensive carpentry may effect the number of coats based on the surface and color selection

COLOR AND COATS: The Customer is considering updating the color of their home/building. CertaPro highly recommends 2 coats of paint/stain to ensure uniform color/sheen and for longevity reasons between projects.

Due to the paint failure on the wood substrates, CertaPro highly recommends priming those areas prior to painting. We use Sherwin Williams Prime RX Wood Bonding Primer. This will extend the amount of time between painting projects.

SURFACE PREPARATION: We will power-wash the Customer's home using TSP or Simple Green before we commence any surface preparation to remove any surface dirt and kill any mildew. This will prepare the surfaces for painting. The Customer is aware that this will happen a few days before we actually start the other prep work.

As discussed with the Customer, their home/building is in relatively good shape, but there will still be some surface preparation (scraping, caulking, sanding and priming) needed to bring the substrate to a condition where it will readily and properly accept the application of the finish coat of paint.

DEPOSITS:

Residential - A 30% deposit is required in order to secure a place on our schedule. Balance due upon completion. Pricing assumes payment by check.

Commercial - A 50% deposit is required in order to secure a place on our schedule. Balance is due upon completion. Pricing assumes payment by check.

PAYMENT METHODS: We accept checks and credit cards. The credit cards we accept are Visa, MasterCard and Discover. If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project. If paying by credit card please contact our office at 920-964-9295.

CREDIT CARD FEES: We are pleased to offer you the option to pay for your project using Visa, MC or Discover. If you choose to pay with this method there will be 3% credit card proccessing fee on the amount being processed.

COLOR CONSULTATION: When you work with CertaPro to enhance your exterior, we want you to paint with certainty - especially regarding your color choice. We understand color decisions can be overwhelming. This process is made a little easier when an experienced color coordinator brings samples to your home and helps you choose a color palette that best suits your home, personal taste and style. It is our pleasure to offer our customers a color consultation at NO CHARGE ($250 value) to provide expert paint advice and counsel to our valued customers prior to the start of their interior paint project (Limit 1). If additional color consults are requested, they will be done with a service charge of $100 per consultant.

DECKS & STEPS: Horizontal surfaces take a beating from foot traffic, rain, ice, and snow and will show wear before anything else. Many people choose to maintain them biannually or annually.

SEMI-TRANSPARENT STAINS: These stains do not result in uniform coloring of stained surfaces; some areas will be lighter and others, darker.

CARPENTRY: Any carpentry work to be done by anyone other than CertaPro must be 100% completed before CertaPro can begin the painting project. All carpentry will be done on a time and material basis at $75 per man hour + materials. The Customer will need to approve all additional work.

***** Carpentry Services, EIFS, Dryvit and Stucco Repairs are excluded from any discount(s) that may be offered. *****

ADDITIONAL NOTES

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

LEAD SAFE PRACTICES: Although not all home require LEAD SAFE practices to be followed, CertaPro Painters elects to educate all of its customers about the hazards of LEAD paint. Go to http://www.epa.gov/lead/pubs/renovatorightbrochure.pdf and read through the Renovate Right Brochure. Then please sign the Pre-Renovation Form and return to CertaPro Painters.

SAFETY: CertaPro Painters requires and practices safe working conditions for our customers and staff. CertaPro Painters practices the following safety procedures including but not limited to: Occupational Safety & Health Administration (OSHA), Environmenta Protection Agency (EPA) & Department of Health Services (DHS). In the event you ever witness a CertaPro Painters crew member not following safe practices please immediately call (920) 964-9295.

The terms and conditions on the back side of this document are incorporated into the agreement of the parties. All coupons and discounts must be provided at time of approving work. No combination of discounts are allowed.

LIMITED WARRANTY: QUALITY OF WORK. All work performed by CertaPro will be completed according to customary industry standards. Damage to CertaPro's finished work caused by other contractors or persons, or resulting from surfaces conditions which are not addressed in CertaPro's work, including dry wall pops, are not considered warranty repair and may, at CertaPro's option, require separate payment to remedy.

REMEDY. CertaPro must be given the first opportunity to correct any problem and the remedy will not be deemed insufficient so long as CertaPro is willing and able to repair, correct, or repaint the alleged defective area.

Entire Agreement; Change Orders. No modification of this agreement by Customer will be binding on CertaPro unless in writing and signed by the authorized representative of CertaPro.

Billing Service Charges; Collection Expenses. Full payment due upon completion of work described in proposal and change order (if applicable). Following final billing, all open accounts will be subject to service charges if not paid within 15 days after the amount becomes due. Amounts not paid when due will incur a service charge of 1.5% per month so long as the amounts remain unpaid. All collection costs, including attorney's fees and court costs, incurred by CertaPro in the collection of amounts becoming due will be the responsibility of Customer.

Indemnification. Customer agrees to hold harmless and indemnify CertaPro from any claim for injuries to persons or damage to property which is suffered by CertaPro's employees, subcontractor's or subcontractor's employees as the result of latent defects or hidden hazards which exist on Customer's premises, or which are caused by the negligent acts or omissions of Customer, Customer's family, property occupants or Customer's invitees.

Disputes. All disputes between the parties which relate to the quality of the work or the outcome of CertaPro's services must be submitted to mediation. If not resolved by mediation, the parties agree to submit to binding arbitration of all such disputes. This provision will not apply to any claim by CertaPro for the payment of money owed, nor any claim arising from the circumstances set forth in the Indemnification paragraph.

Credit Cards are gladly accepted for payment but will be assessed a 3.0% process fee of the total invoice for the project and will be charged in addition to the proposed amount.

If ladder work is deemed unsafe to access high points then a man-lift may be required. Costs for safety equipment are in addition to this estimate.

Windows, stormers, and doors are priced per side unless otherwise specified. Additional coats of paint beyond what is included in the proposal will incur additional costs.

LEAD SAFE PRACTICES: Although not all home require LEAD SAFE practices to be followed, CertaPro Painters elects toeducate all of its customers about the hazards of LEAD paint. Go to http://www.epa.gov/lead/pubs/renovatorightbrochure.pdf and read through the Renovate Right Brochure. Then please sign the Pre-Renovation Form and return to CertaPro Painters.

SAFETY: CertaPro Painters requires and practices safe working conditions for our customers and staff. CertaPro Painters practices the following safety procedures including but not limited to: Occupational Safety & Health Administration (OSHA), Environmenta Protection Agency (EPA) & Department of Health Services (DHS). In the event you ever witness a CertaPro Painters crew member not following safe practices please immediately call (920) 264-3886.

LIEN NOTICE: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (ALSO DESCRIBED HEREIN AS "SELLER") HEREBY NOTIFIES OWNER (ALSO DESCRIBED HEREIN AS "BUYER") THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATION FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION, TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER THE NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Wood rot will be repaired with customer's approval on time & material basis. Labor rate is $75.00 /Man Hour. Material is billed from supplier's invoice plus 50% for handling. If securing owner's approval proves to be a lengthy process CertaPro reserves the right to proceed with the repair work without approval. This is done for the sake of expediency, economy and to avoid damage resulting from adverse weather conditions that may be upon us if approval was not secured in a timely manner and the work was left exposed to the elements. The carpentry man-hours and material stated below are approximate and may vary either way depending on the extent of wood rot that cannot be fully determined from ground level at the time of the estimate.

SIGNATURES

09/15/2021

CertaPro Painters Authorized Signature Date

Authorized Client Signature Date

Authorized Client Representative Name & Title

Client

PAYMENT

Payment is due: In full upon job completion

THE CERTAINTY PLEDGE®

Schedule & Routine

- The crew will work hours specified by specified by Gregg Gokey. The crew will park in the main lot away from any guest or employee entrances. The crew may clean and store their equipment only in an area designated by Gregg Gokey. There is access to water and electricity onsite. The crew will do their best to minimize the hassle of painting at your facility, we understand we are guests. As usual, a highly professional, customer service oriented CertaPro Painting experience is expected and guaranteed.

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH,

COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller**CertaPro Painters of NE Wisconsin**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
    - mill-glazing from smooth cedar
    - ordinary wear and tear.
    - abnormal use or misuse.
    - peeling of layers of paint existing prior to the work performed by the Contractor.
    - structural defects.
    - settling or movement.
    - moisture content of the substrate.
    - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
    - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

Wildcard Worx LLC
PO Box 1004
Stevens Point, WI 54481
+1 7152612660
sales@wildcardworx.com
wildcardworx.com

Estimate 1048

DATE	TOTAL	EXPIRATION DATE
03/08/2022	$17,822.00	03/22/2022

ADDRESS
Gregg Gokey
Wildcard Corp.
1300 College Court
Stevens Point, WI 54481

TITLE	ESTIMATED START	JOB ADDRESS
Metal facade repair and paint	6/1/2022	1124 Main St

ACTIVITY	QTY	RATE	AMOUNT
Services Repair and prep metal surfaces	1	9,147.00	9,147.00
Services Prime and paint repaired surfaces	1	8,675.00	8,675.00
	SUBTOTAL		17,822.00
	TAX		0.00
	TOTAL		$17,822.00

THANK YOU.

This estimate is to repair decorative metal on the front of the building with caulk, bondo, foam or other standard practices, and coat entire area with a rust converting product. After rust converter application, one coat of primer, and two coats of paint will be applied. Final product selection TBD. Complex color schemes could result in additional charges.

All permits and approvals will be invoiced separately if not obtained by customer.

Due to market volatility, this estimate is valid for 14 days, after which, pricing would need to be re-evaluated.

Payment: 50% upon agreement, remainder upon completion.

Accepted By

Accepted Date

3101 POST ROAD
STEVENS POINT, WI 54481
CL: 715.347.8040
brandt@precisionglasswi.com

Date: 11/16/21

Project: Opera House

To: Wildcard Corp

Location: Stevens Point WI

Att: Erin

Proposal #: 21-111 REV1

WE PROPOSE TO FURNISH materials and/or labor as follows:

PROJECT SPECS:
GLASS: 1" OA CLEAR AGC ES-73 LOWE (#3) INSULATED TEMPERED
GRIDS: M ARVIN STANDRD SURFACE APPLIED TO MATCH ADJACENT BUILDING (@ MARVIN DOORS ONLY)
KAWNEER FLAT STOCK SURFCE APPLIED (UNLESS NOTED OTHERWISE)
FRAMING: KAWNEER 451T 2" x 4 ½" THERMALLY IMPROVED CENTER SET STOREFRONT @ ALL FIXED
KAWNEER 451 2" x 4 ½" NON-THERMAL CENTER SET STOREFRONT @ DOOR FRAMES
DOORS: MARVIN TO MATCH ADJACENT BUILDING
FINISH: BLACK ANODIZED @ KAWNEER PRODUCT
EBONY @ MARVIN PRODUCT

BUILDING FRONT SCOPE:
A: QTY (4) – (1) LITE WIDE x (2) LITES HIGH
B: QTY (4) – SINGLE LITE
C: QTY (2) – (1) LITE WIDE x (2) LITES HIGH
D: QTY (2) – SINGLE LITE
E: QTY (2) – SINGLE LITE
F: QTY (2) – (1) LITE WIDE x (2) LITES HIGH
G: QTY (1) – (2) PAIR OR MARVIN DOORS, CENTERED BETWEEN SIDELITES, ALL WITH TRANSOM

TOTAL AS DESCRIBED FOR BUILDING FRONT SCOPE, FABBED FURNISHED AND INSTALLED, TAX INCLUDED, IS: $67,000.00
ADD FOR PRECISION TO DEMO/DISPOSE OF THE EXISTING GLASS/FRAME (ON-SITE DUMPSTER BY OTHERS) IS: $7,500.00

BUILDING REAR SCOPE:
H: QTY (1) – SINGLE MARVIN DOOR, NO TRANSOM, NO SIDELITE(S)
J: QTY (2) – SINGLE LITE
K: QTY (2) – SINGLE LITE
L: QTY (1) – (1) PAIR OF MARVIN DOORS, CENTERED BETWEEN SIDELITES, ALL WITH TRANSOM
M: QTY (1) – (1) PAIR OF MARVIN DOORS, NO TRANSOM, NO SIDELITE(S)
N: QTY (1): - (5) LITES WIDE x (1) LITE HIGH

TOTAL AS DESCRIBED FOR BUILDING REAR SCOPE, FABBED FURNISHED AND INSTALLED, TAX INCLUDED, IS: $50,275.00

PROJECT GENERAL INCLUSIONS:
STANDARD SIZE DOORS/DOOR FRAMES, SHOP DRAWINGS/SUBMITTALS, ALUMINUM FINISH SAMPLES, INSULATED GLASS SAMPLE, FIELD MEASURING AND CAULKING

PROJECT GENERAL EXCLUSIONS:
DEMO/DISPOSAL, ALL OPENING PREP, SPANDREL GLASS, PANELS, CUSTOM FINISH OVER KNEEWALL AS SHOWN PER RENDERING, CUSTOM DOOR BOTTOM RAIL AS SHOWN PER RENDERING, REPAIR/PATCH-BACK OF SURROUNDING FINISHES, ALTERNATE PRODUCTS, COVID TESTING, LIFTS AS REQUIRED, ALL PERMITS, AFTER HOURS LABOR, TEMP. ENCLOSURES/BARRICADES, MOCK-UPS, THERMAL MODELING, CLEANING OF OTHER TRADES PRODUCTS FROM OURS, ALL GLASS CLEANING, ALL ALUMINUM CLEANING, FINAL CLEANING, FIELD TESTING AND ANYTHING/EVERYTHING NOT SPECIFICALLY NOTED

PROJECT NOTES:
~~PRICE ABOVE IS BASED ON FRAMES E, F AND G (SIDELITES) SITTING ON A KNEEWALL BUILT BY OTHERS
~~GRIDS ON THE GLASS WITHIN THE STOREFRONT FRAMING WILL NOT MATCH THE GRIDS ON THE DOOR GLASS
~~DOOR HARDWARE PROPOSED IS TO MATCH DOOR HARDWARE AT ADJACENT BUILDING CLOSE AS POSSIBLE
~~NOTE THAT THE MAXIMUM TEMPERED GLASS SIZE IS 84" x 144"
~~IF THE MARVIN DOORS COME PRE-GLAZED, THE GLASS WITHIN THE STOREFRONT MAY NOT MATCH EXACT

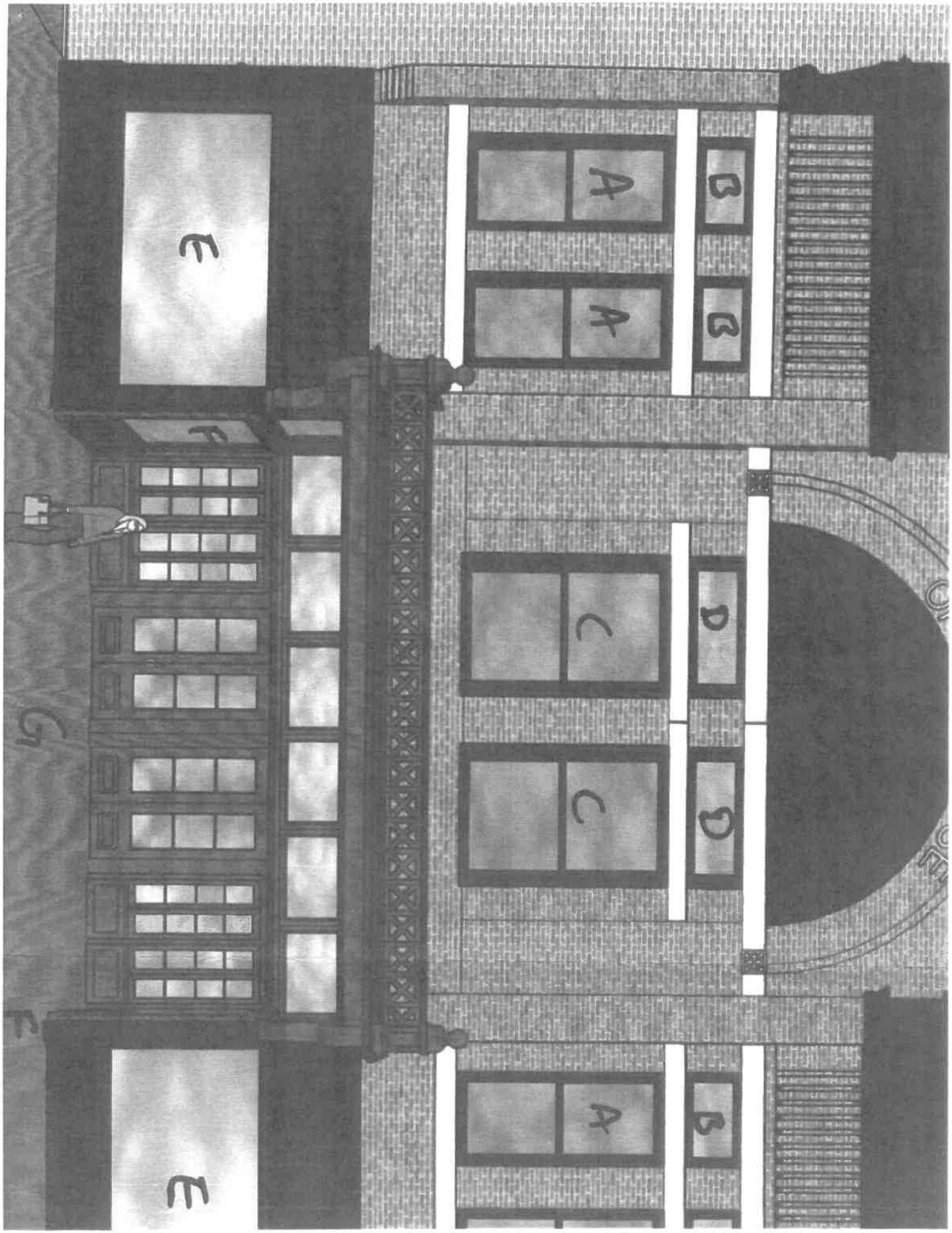
This proposal offer is valid for **5 DAYS** from the above date **UNLESS NOTED OTHERWISE**. If the proposal offer is not accepted within the specified period this offer becomes invalid unless extended in writing by parties. This proposal offer is subject to Precision Glass standard terms and conditions which are an integral part of this offer and can be provided upon request

ACCEPTED: _____

PROPOSAL BY: Brandt Laughnan

DATE: _____

Brandt Laughnan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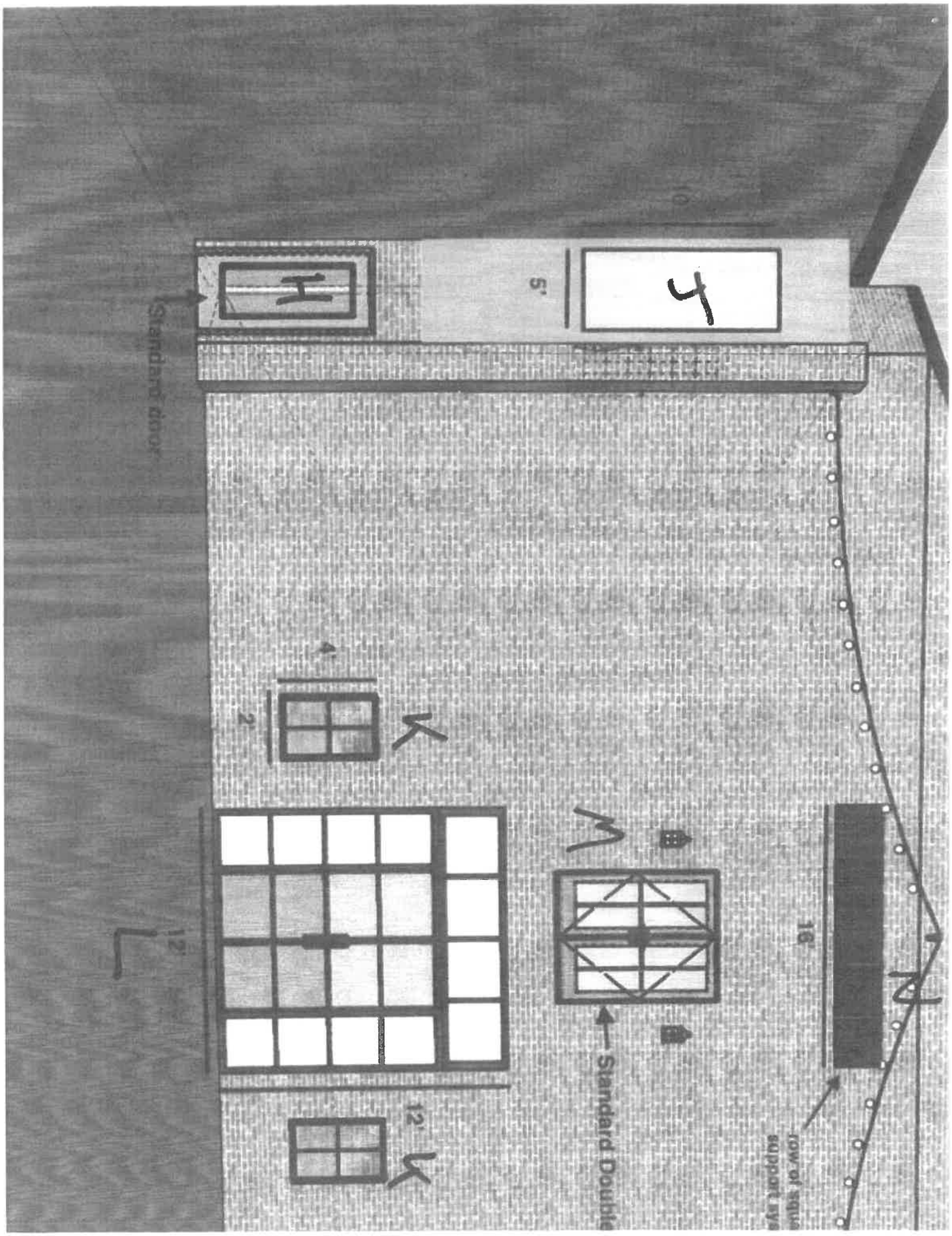
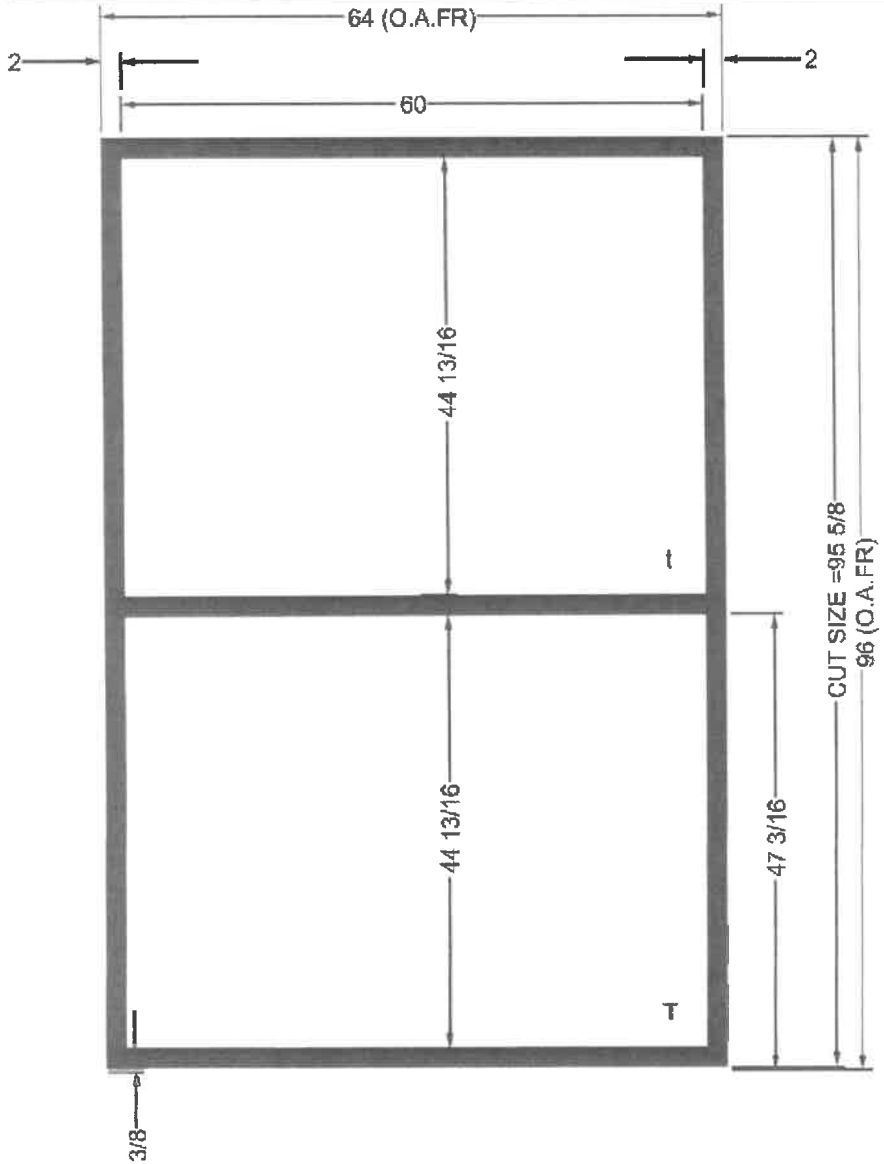

Standard door
5'
4
2'
12'
12'
Standard Double
16'
row of squa
support sy

Project Name: 21-111 Opera House **9/8/2021 10:08 AM**

Frame Set Name: Frame Set 1 **Frame Name:** A **Panels:** 1 **Rows:** 2

Metal Group: M451T CG/SS/OG STOPS UP **D/S:** 1 **Frame Type:** Standard **Frame Width:** 64 **Frame Height:** 96

Required: 4 **Back Member Color:** #29 BLACK : PERMANODIC **Face Member Color:** #29 BLACK : PERMANODIC



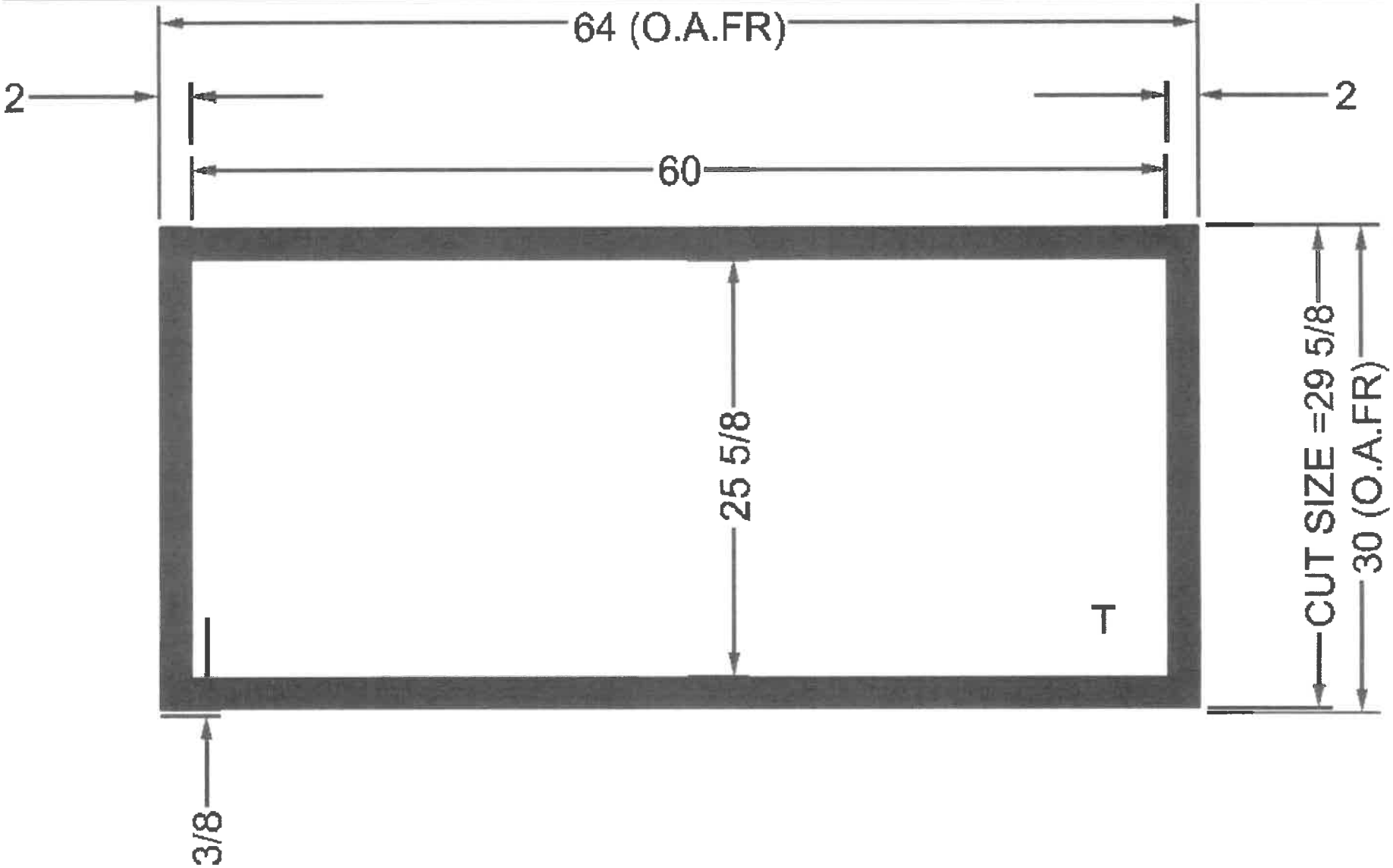
Report Provided Courtesy of PartnerPak Studio - 5.0.0.105

Project Name: 21-111 Opera House **9/8/2021 10:08 AM**

Frame Set Name: Frame Set 1 **Frame Name:** B **Panels:** 1 **Rows:** 1

Metal Group: M451T CG/SS/OG STOPS UP **D/S:** 1 **Frame Type:** Standard **Frame Width:** 64 **Frame Height:** 30

Required: 4 **Back Member Color:** #29 BLACK : PERMANODIC **Face Member Color:** #29 BLACK : PERMANODIC



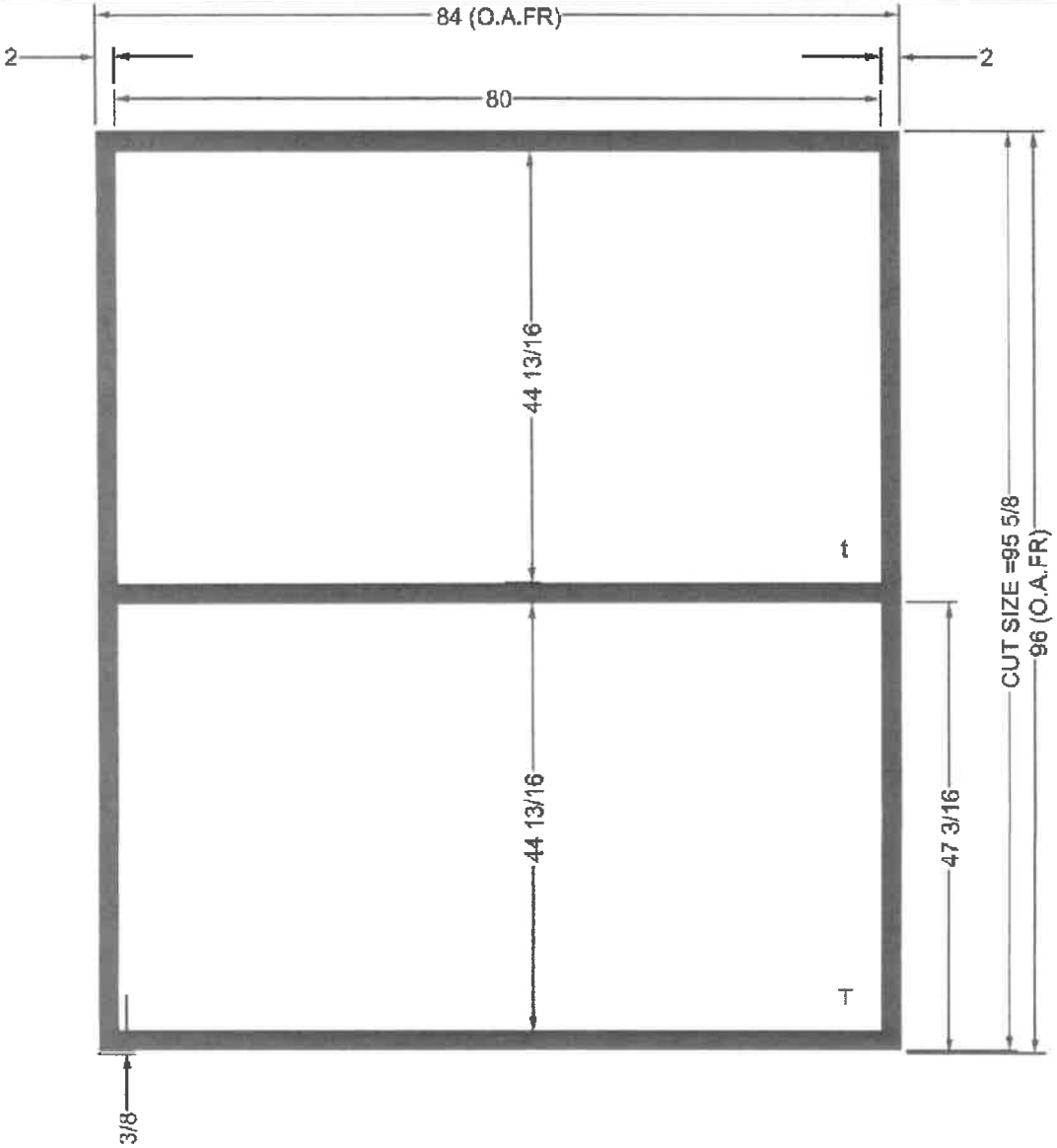
Project Name: 21-111 Opera House

9/8/2021 10:08 AM

Frame Set Name: Frame Set 1 **Frame Name:** C **Panels:** 1 **Rows:** 2

Metal Group: M451T CG/SS/OG STOPS UP **D/S:** 1 **Frame Type:** Standard **Frame Width:** 84 **Frame Height:** 96

Required: 2 **Back Member Color:** #29 BLACK : PERMANODIC **Face Member Color:** #29 BLACK : PERMANODIC



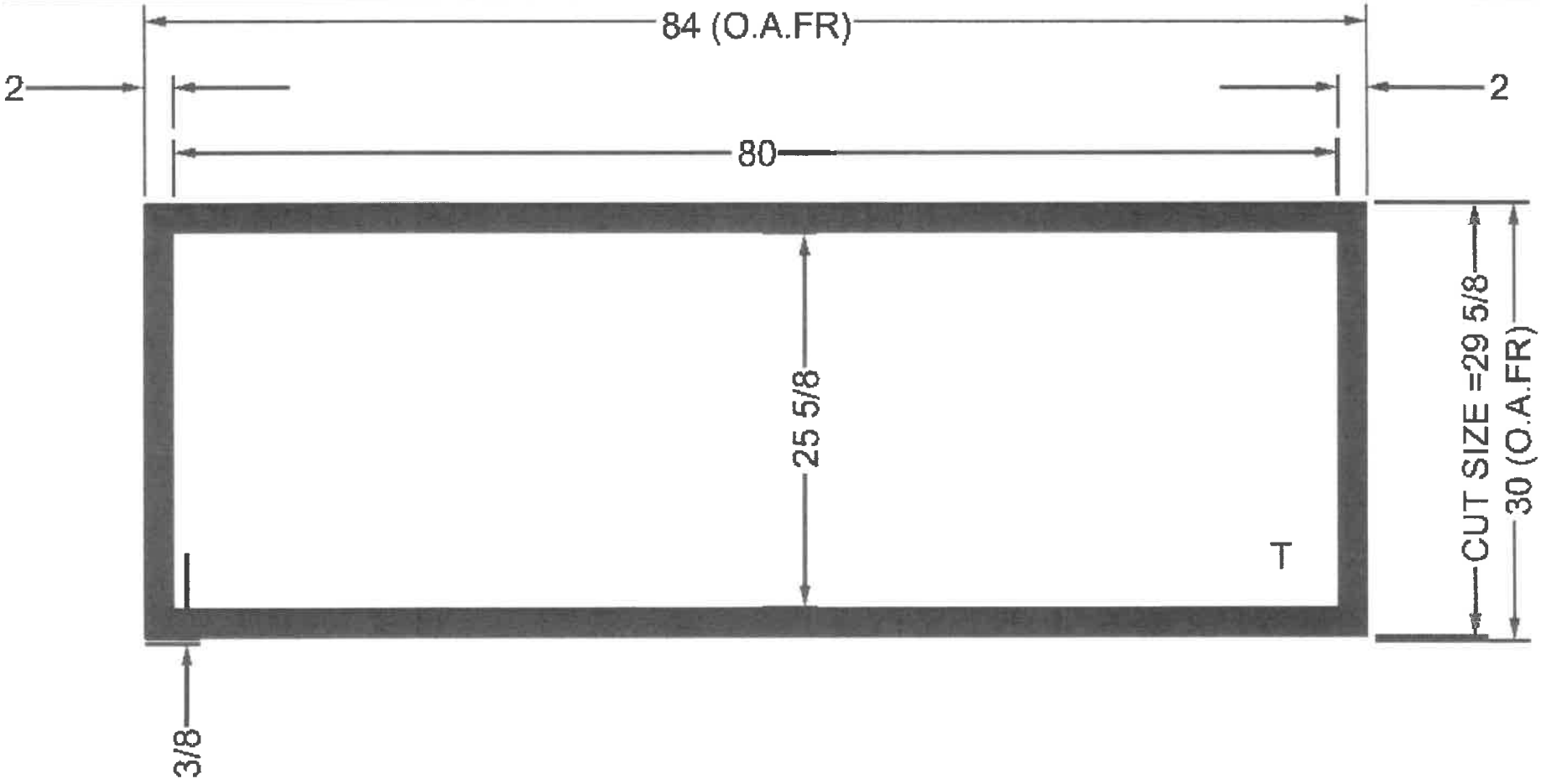
Report Provided Courtesy of PartnerPak Studio - 5.0.0.105

Project Name: 21-111 Opera House **9/8/2021 10:08 AM**

Frame Set Name: Frame Set 1 **Frame Name:** D **Panels:** 1 **Rows:** 1

Metal Group: M451T CG/SS/OG STOPS UP **D/S:** 1 **Frame Type:** Standard **Frame Width:** 84 **Frame Height:** 30

Required: 2 **Back Member Color:** #29 BLACK : PERMANODIC **Face Member Color:** #29 BLACK : PERMANODIC



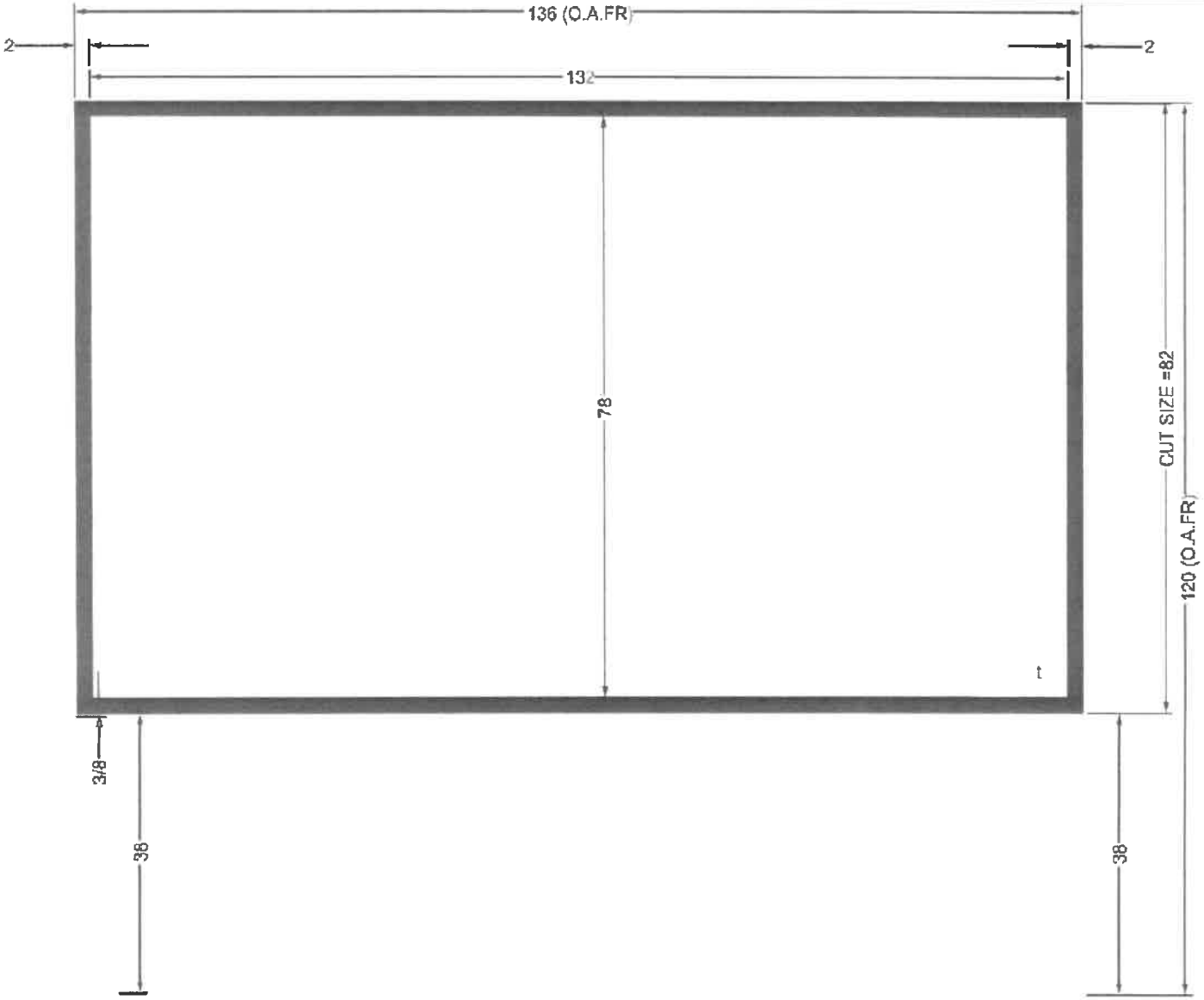
Project Name: 21-111 Opera House

9/8/2021 10:08 AM

Frame Set Name: Frame Set 1 **Frame Name:** E **Panels:** 1 **Rows:** 1

Metal Group: M451T CG/SS/OG STOPS UP **D/S:** 1 **Frame Type:** Standard **Frame Width:** 136 **Frame Height:** 120

Required: 2 **Back Member Color:** #29 BLACK : PERMANODIC **Face Member Color:** #29 BLACK : PERMANODIC



Report Provided Courtesy of PartnerPak Studio - 5.0.0.105

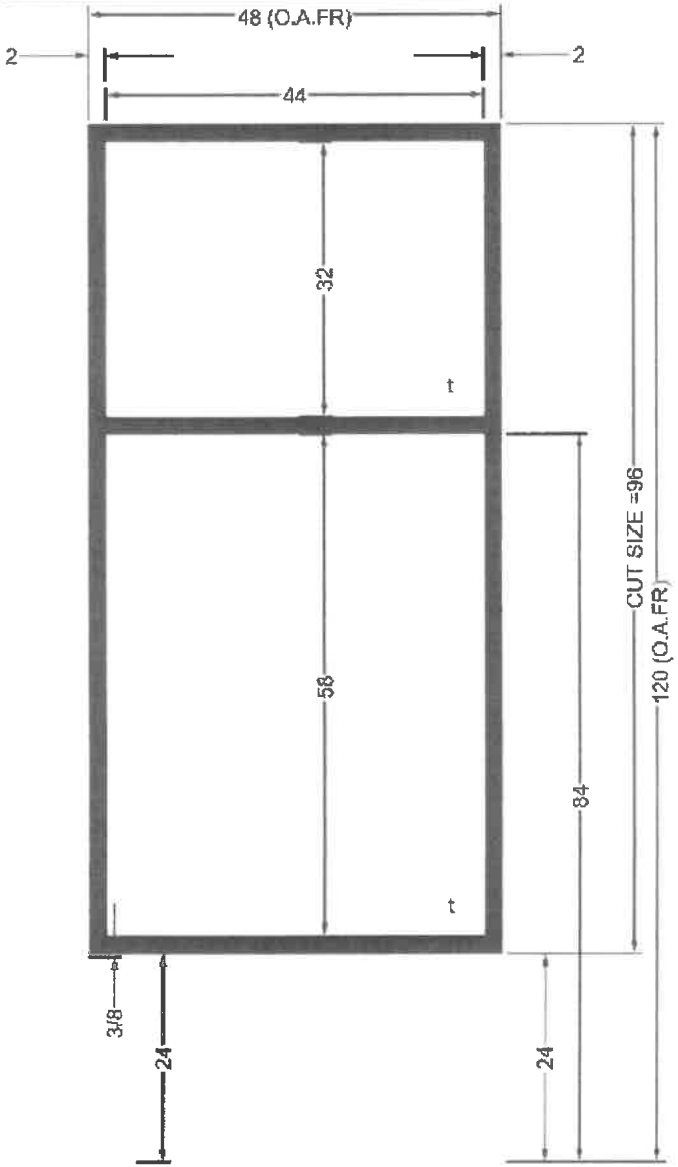
Project Name: 21-111 Opera House

9/8/2021 10:08 AM

Frame Set Name: Frame Set 1 **Frame Name:** F **Panels:** 1 **Rows:** 2

Metal Group: M451T CG/SS/OG STOPS UP **D/S:** 1 **Frame Type:** Standard **Frame Width:** 48 **Frame Height:** 120

Required: 2 **Back Member Color:** #29 BLACK : PERMANODIC **Face Member Color:** #29 BLACK : PERMANODIC



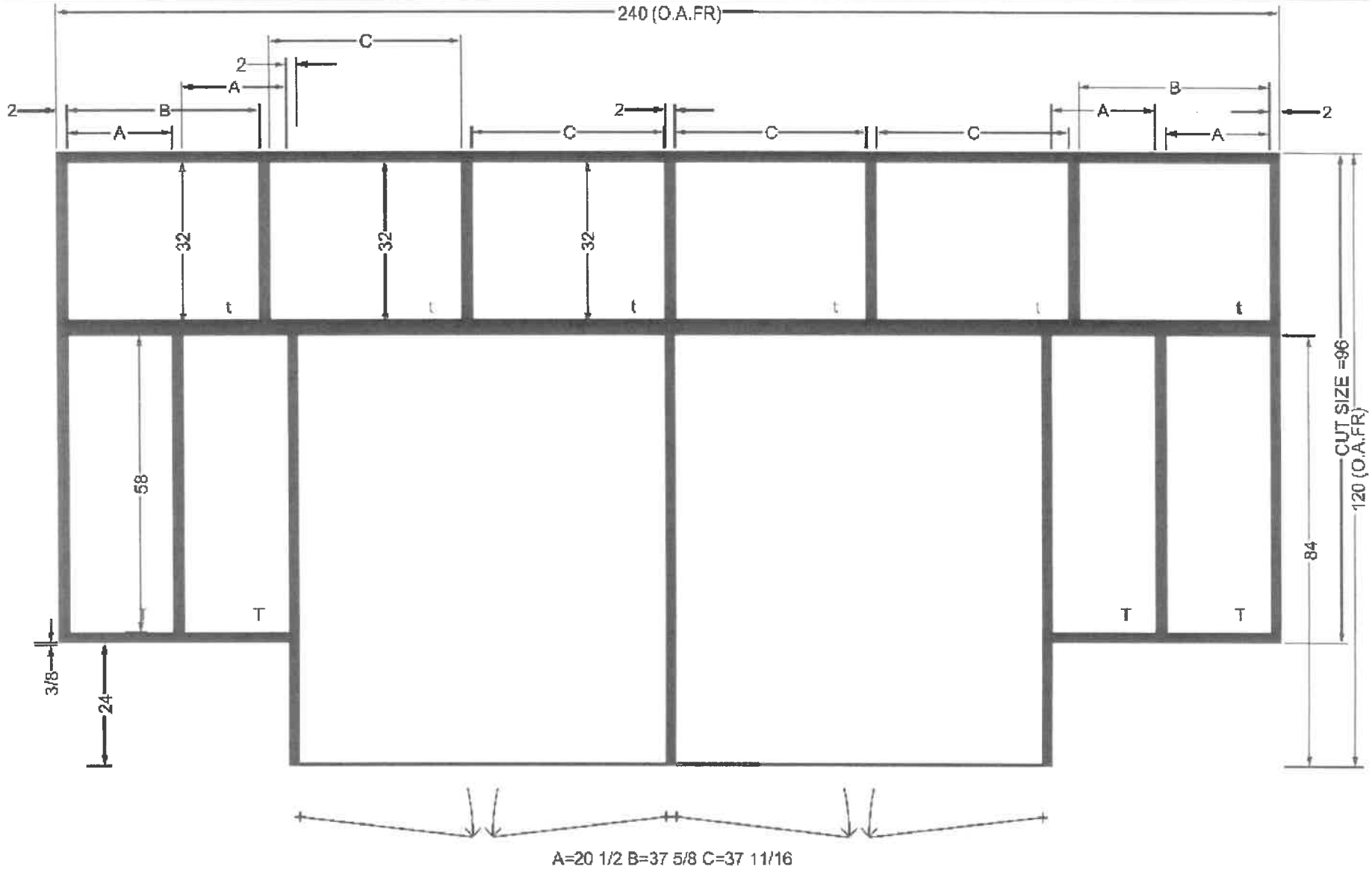
Report Provided Courtesy of PartnerPak Studio - 5.0.0.105

Project Name: 21-111 Opera House **9/8/2021 10:08 AM**

Frame Set Name: Frame Set 1 **Frame Name:** G **Panels:** 6 **Rows:** 2

Metal Group: M451T CG/SS/OG STOPS UP **D/S:** 1 **Frame Type:** Standard **Frame Width:** 240 **Frame Height:** 120

Required: 1 **Back Member Color:** #29 BLACK : PERMANODIC **Face Member Color:** #29 BLACK : PERMANODIC



Report Provided Courtesy of PartnerPak Studio - 5.0.0.105

Proposal - Detailed

Pella Window and Door Showroom of Green Bay
500 Pilgrim Way
Green Bay, WI 54304
Phone: (920) 435-3791 **Fax:** (920) 435-0377

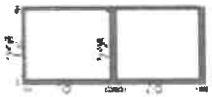
Sales Rep Name: Mueller, Ben
Sales Rep Phone: 715-496-4320
Sales Rep E-Mail: bmueller@pellawi.com
Sales Rep Fax:

Customer Information	Project/Delivery Address	Order Information
Wildcard 1300 College Ct Stevens Point, WI 54481-2824 **Primary Phone:** (715) 8693440 **Mobile Phone:** **Fax Number:** **E-Mail:** **Contact Name:** **Great Plains #:** 1006498511 **Customer Number:** 1010317028 **Customer Account:** 1006498511	**The Opera House** 1300 College Ct **Lot #** Stevens Point, WI 54481-2824 **County:** **Owner Name:** **Owner Phone:**	**Quote Name:** The Opera House **Order Number:** 408 **Quote Number:** **14750553** **Order Type:** Non-Installed Sales **Wall Depth:** **Payment Terms:** **Tax Code:** PO **Cust Delivery Date:** None **Quoted Date:** 10/25/2021 **Contracted Date:** **Booked Date:** **Customer PO #:**

Line #	Location:	Attributes
10	Front bid Store	

Impervia, Direct Set, Impervia, Direct Set, 156.5 X 72, Black

Qty: 2



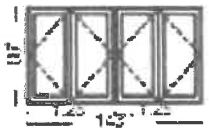
PK#
2100

Viewed From Exterior

Rough Opening: 157 - 1/2" X 72 - 1/2

1: 7872 Fixed Frame Direct Set
Frame Size: 78 X 72
General Information: Impervia Direct Set (New), Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.59, CPD PEL-N-257-00212-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Vertical Mull 1: FieldMull, 1/2" Structural Mullion w/ 1 Reinforcement, Mull Design Pressure- 20
2: 7872 Fixed Frame Direct Set
Frame Size: 78 X 72
General Information: Impervia Direct Set (New), Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.59, CPD PEL-N-257-00212-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Wrapping Information: Prep for Screw Through Frame With Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 457".

Line #	Location:	Attributes	Qty
15	Front Entry	**Pella® Reserve, Contemporary, 2-Wide Double Outswing Door, Contemporary,, 143 X 86, Black**	1

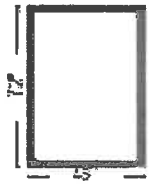


PK# 2100

Viewed From Exterior
Rough Opening: 144" X 86.5"

1: Contemporary, 7286 Active / Active Double Outswing Door
Frame Size: 71 1/4 X 86
General Information: Standard, Clad, Pine, 5 7/8", 4 9/16", Standard Sill, Black Finish Sill, Black Composite Threshold
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Sash / Panel: Square, Square, Standard
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Aluminum Adjustable, Black
Performance Information: U-Factor 0.28, SHGC 0.21, VLT 0.39, CPD PEL-N-212-02861-00001
Grille: No Grille,
Vertical Mull 1: FactoryMull, 1/2" mullion for 3-9/16", Mull Design Pressure- 20
2: Contemporary, 7286 Active / Active Double Outswing Door
Frame Size: 71 1/4 X 86
General Information: Standard, Clad, Pine, 5 7/8", 4 9/16", Standard Sill, Black Finish Sill, Black Composite Threshold
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Sash / Panel: Square, Square, Standard
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Aluminum Adjustable, Black
Performance Information: U-Factor 0.28, SHGC 0.21, VLT 0.39, CPD PEL-N-212-02861-00001
Grille: No Grille,
Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 8 9/16", 9 7/8", Factory Applied, Pella Recommended Clearance, Perimeter Length = 458".

Line #	Location:	Attributes	Qty
20	entrance side	**Impervia, Direct Set, Fixed Frame Rectangle, 48 X 72, Black**	2

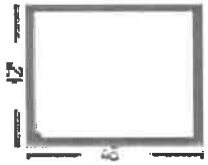


PK# 2100

Viewed From Exterior
Rough Opening: 48 - 1/2" X 72 - 1/2"

1: 4872 Fixed Frame Direct Set
Frame Size: 48 X 72
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.32, VLT 0.60, CPD PEL-N-257-00208-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Wrapping Information: Prep for Screw Through Frame With Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 240".

Line #	Location:	Attributes	Qty
25	entrance side trans	**Impervia, Direct Set, Fixed Frame Rectangle, 48 X 42, Black**	2



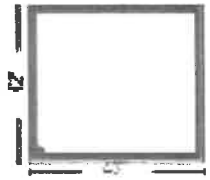
PK # 2100

Viewed From Exterior

Rough Opening: 48 - 1/2" X 42 - 1/2"

1: 4842 Fixed Frame Direct Set
Frame Size: 48 X 42
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.32, VLT 0.60, CPD PEL-N-257-00208-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Wrapping Information: Prep for Screw Through Frame With Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 180".

Line #	Location:	Attributes	Qty
30	Entrance Trans	**Impervia, Direct Set, Fixed Frame Rectangle, 43 X 42, Black**	6



PK # 2100

Viewed From Exterior

Rough Opening: 43 - 1/2" X 42 - 1/2"

1: 4342 Fixed Frame Direct Set
Frame Size: 43 X 42
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.32, VLT 0.60, CPD PEL-N-257-00208-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Wrapping Information: Prep for Screw Through Frame With Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 170".

Line #	Location:	Attributes	Qty
35	Entrance door side	**Impervia, Direct Set, Impervia, Direct Set, Impervia, Direct Set, 66.375 X 72, Black**	2

PK #
2100

Viewed From Exterior
Rough Opening: 66 - 7/8" X 72 - 1/2"

1: 22.12572 Fixed Frame Direct Set
Frame Size: 22 1/8 X 72
General Information: Impervia Direct Set (New), Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.32, VLT 0.61, CPD PEL-N-257-00206-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Vertical Mull 1: FactoryMull, Integral Mullion
2: 22.12572 Fixed Frame Direct Set
Frame Size: 22 1/8 X 72
General Information: Impervia Direct Set (New), Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.32, VLT 0.61, CPD PEL-N-257-00206-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Vertical Mull 2: FactoryMull, Integral Mullion
3: 22.12572 Fixed Frame Direct Set
Frame Size: 22 1/8 X 72
General Information: Impervia Direct Set (New), Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.32, VLT 0.61, CPD PEL-N-257-00206-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Wrapping Information: Prep for Screw Through Frame With Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 277".

Line #	Location:	Attributes	Qty
40	2nd floor front	**Replacement: Interior Head Cover. Impervia, Large Awning, Vent, 47.5 X 53.5**	4

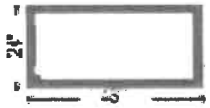
PK #
2100

Viewed From Exterior
Rough Opening: 47 - 1/2" X 108 - 1/2

1: 4854 Vent Awning
Frame Size: 47 1/2 X 53 1/2
General Information: Standard, Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4"
Service: Interior Head Cover
Interior Color / Finish: Black
Hardware Options: Sill
Horizontal Mull 1: FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20
2: FOR CONFIGURATION ONLY: 47.554.5 Fixed Frame Direct Set
Frame Size: 47 1/2 X 54 1/2
General Information: Standard, Duracast®, Block, Foam Insulated, 3 1/4", 3 1/4", Interior Access Only Required
Exterior Color / Finish: Black
Wrapping Information: Perimeter Length = 311", Glazing Pressure = 205.

FOR CONFIGURATION ONLY - units are for illustration purposes only. They will not be manufactured and are not included in the price.

Line #	Location:	Attributes	Qty
45	2nd floor front	**Impervia, Direct Set, Fixed Frame Rectangle, 48 X 24, Black**	4

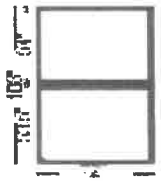


PK #
2100

Viewed From Exterior
Rough Opening: 48 - 1/2" X 24 - 1/2"

1: 4824 Fixed Frame Direct Set
Frame Size: 48 X 24
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.32, VLT 0.61, CPD PEL-N-257-00206-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 144"

Line #	Location:	Attributes	Qty
50	None Assigned	**Impervia, Direct Set Fixed Frame Rectangle, Impervia, Direct Set Fixed Frame Rectangle, 72 X 108, Black**	2



PK #
2100

Viewed From Exterior
Rough Opening: 72 - 1/2" X 108 - 1/2

1: 7253.5 Fixed Frame Direct Set
Frame Size: 72 X 53 1/2
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.32, VLT 0.60, CPD PEL-N-257-00208-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Horizontal Mull 1: FactoryMull, 1/2" Structural Mullion, Mull Design Pressure- 20
2: 7254 Fixed Frame Direct Set
Frame Size: 72 X 54
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.32, VLT 0.60, CPD PEL-N-257-00208-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 360".

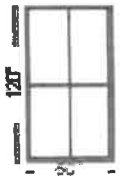
Line #	Location:	Attributes	Qty
55	front 2nd floor tran	**Impervia, Direct Set, Fixed Frame Rectangle, 72 X 24, Black**	2

PK #
2100

Viewed From Exterior
Rough Opening: 72 - 1/2" X 24 - 1/2"

1: 7224 Fixed Frame Direct Set
Frame Size: 72 X 24
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.32, VLT 0.61, CPD PEL-N-257-00206-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: No Grille,
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 192"

Line #	Location:	Attributes	Qty
60	rear 2nd floor	**Impervia, Direct Set, Fixed Frame Rectangle, 60 X 120, Black**	2

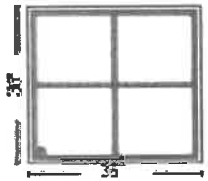


PK #
2100

Viewed From Exterior
Rough Opening: 60 - 1/2" X 120 - 1/2

1: 60120 Fixed Frame Direct Set
Frame Size: 60 X 120
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.28, VLT 0.53, CPD PEL-N-257-00212-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H), Black, Black
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 360"

Line #	Location:	Attributes	Qty
65	rear 2nd floor	**Impervia, Direct Set, Fixed Frame Rectangle, 36 X 36, Black**	5

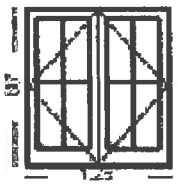


PK #
2100

Viewed From Exterior
Rough Opening: 36 - 1/2" X 36 - 1/2"

1: 3636 Fixed Frame Direct Set
Frame Size: 36 X 36
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-257-00206-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H), Black, Black
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 144".

Line #	Location:	Attributes	Qty
70	rear 2nd	**Pella® Reserve, Traditional, Double Outswing Door, Active / Active, 71.25 X 86, Black**	1



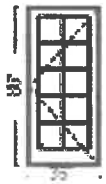
PK # 2100

Viewed From Exterior

Rough Opening: 72" X 86.5"

1: Traditional, 7286 Active / Active Double Outswing Door
Frame Size: 71 1/4 X 86
General Information: Standard, Clad, Pine, 5 7/8", 4 9/16", Standard Sill, Black Finish Sill, Standard Frame Stops, Black Composite Threshold
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Aluminum Adjustable, Black
Performance Information: U-Factor 0.28, SHGC 0.19, VLT 0.33, CPD PEL-N-212-02862-00001
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H / 2W2H), Black, Black
Wrapping Information: No Exterior Trim, 8 9/16", 9 7/8", Factory Applied, Pella Recommended Clearance, Perimeter Length = 315".

Line #	Location:	Attributes	Qty
75	rear 1st floor	**Pella® Reserve, Traditional, Outswing Door, Left, 36 X 86, Black**	2



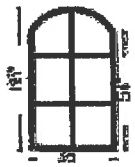
PK # 2100

Viewed From Exterior

Rough Opening: 36 - 3/4" X 86 - 1/2"

1: Traditional, 3686 Left Outswing Door
Frame Size: 36 X 86
General Information: Standard, Clad, Pine, 5 7/8", 4 9/16", Standard Sill, Black Finish Sill, Standard Frame Stops, Black Composite Threshold
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Standard, Matte Black, Order Handle Set, Multipoint Lock, No Integrated Sensor, Aluminum Adjustable, Black
Performance Information: U-Factor 0.28, SHGC 0.19, VLT 0.33, CPD PEL-N-212-02862-00001, Performance Class LC, PG 70, Calculated Positive DP Rating 70, Calculated Negative DP Rating 70, Year Rated 11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W5H), Black, Black
Wrapping Information: No Exterior Trim, 8 9/16", 9 7/8", Factory Applied, Pella Recommended Clearance, Perimeter Length = 244".

Line #	Location:	Attributes	Qty
80	None Assigned	**Impervia, Direct Set, Fixed Frame Arch Head, 36 X 65, Black**	1



PK#
2100

Viewed From Exterior
Rough Opening: 36 - 1/2" X 65 - 1/2"

1: 3665 Fixed Frame Direct Set Arch Head
Frame Size: 36 X 65 X 54
General Information: Fiberglass, Block, Foam Insulated, 3 1/4", 1 15/16"
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.29, VLT 0.55, CPD PEL-N-127-02501-00004, Performance Class CW, PG 30, Year Rated 11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W3H), Black, Black
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 189".

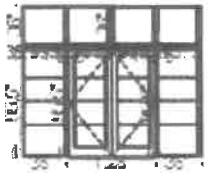
Line #	Location:	Attributes	Qty
85	rear	**Impervia, Direct Set, Fixed Frame Rectangle, 24 X 48, Black**	2

PK#
2100

Viewed From Exterior
Rough Opening: 24 - 1/2" X 48 - 1/2"

1: 2448 Fixed Frame Direct Set
Frame Size: 24 X 48
General Information: Impervia Direct Set (New), Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 15/16", Interior Access Only Required
Exterior Color / Finish: Black
Interior Color / Finish: Black
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-257-00206-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 55, Year Rated 08|11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H), Black, Black
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 144".

Line #	Location:	Attributes	Qty
90	None Assigned	**Architect Reserve, Traditional, Direct Set Fixed Frame Rectangle, Pella® Reserve, Double Outswing Door, Architect Reserve, Traditional, Direct Set Fixed Frame**	1



PK # 2100

Viewed From Exterior

Rough Opening: 72 - 5/8" X 36 - 1/2"

1: Traditional, 3695.5 Fixed Frame Direct Set
Frame Size: 36 X 95 1/2
General Information: Interior Glazed, Factory Assembled, Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.28, SHGC 0.29, VLT 0.55, CPD PEL-N-18-03402-00001, Performance Class CW, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (1W4H), Black, Black
Horizontal Mull 1: AlignedWith, 0.5"
2: Traditional, 7296 Active / Active Double Outswing Door
Frame Size: 71 1/4 X 95 1/2
General Information: Standard, Clad, Pine, 5 7/8", 4 9/16", Standard Sill, Black Finish Sill, Standard Frame Stops, Black Composite Threshold
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Aluminum Adjustable, Black
Performance Information: U-Factor 0.28, SHGC 0.19, VLT 0.33, CPD PEL-N-212-02862-00001
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (1W4H / 1W4H), Black, Black
Vertical Mull 1: AlignedWith, 0.5"
3: Traditional, 3695.5 Fixed Frame Direct Set
Frame Size: 36 X 95 1/2
General Information: Interior Glazed, Factory Assembled, Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.28, SHGC 0.29, VLT 0.55, CPD PEL-N-18-03402-00001, Performance Class CW, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (1W4H), Black, Black
Vertical Mull 2: AlignedWith, 0.5"
4: Traditional, 35.937536 Fixed Frame Direct Set
Frame Size: 35 15/16 X 36
General Information: Interior Glazed, Factory Assembled, Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.28, SHGC 0.32, VLT 0.62, CPD PEL-N-18-03365-00001, Performance Class CW, PG 90, Calculated Positive DP Rating 90, Calculated Negative DP Rating 90, Year Rated 08|11
Grille: No Grille,
Vertical Mull 3: FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20
5: Traditional, 35.937536 Fixed Frame Direct Set
Frame Size: 35 15/16 X 36
General Information: Interior Glazed, Factory Assembled, Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.28, SHGC 0.32, VLT 0.62, CPD PEL-N-18-03365-00001, Performance Class CW, PG 90, Calculated Positive DP Rating 90, Calculated Negative DP Rating 90, Year Rated 08|11
Grille: No Grille,

Vertical Mull 4: AlignedWith, 0.5"
6: Traditional, 35.937536 Fixed Frame Direct Set
Frame Size: 35 15/16 X 36
General Information: Interior Glazed, Factory Assembled, Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.28, SHGC 0.32, VLT 0.62, CPD PEL-N-18-03365-00001, Performance Class CW, PG 90, Calculated Positive DP Rating 90, Calculated Negative DP Rating 90, Year Rated 08|11
Grille: No Grille,
Vertical Mull 5: FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20
7: Traditional, 35.937536 Fixed Frame Direct Set
Frame Size: 35 15/16 X 36
General Information: Interior Glazed, Factory Assembled, Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Interior Color / Finish: Black Stain Interior
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.28, SHGC 0.32, VLT 0.62, CPD PEL-N-18-03365-00001, Performance Class CW, PG 90, Calculated Positive DP Rating 90, Calculated Negative DP Rating 90, Year Rated 08|11
Grille: No Grille,
Wrapping Information: No Exterior Trim, 8 9/16", 9 7/8", Standard Four Sided Jamb Extension, Applied By Branch, Pella Recommended Clearance, Perimeter Length = 553".

Thank You For Your Interest In Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at Insynctive.pella.com. By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link https://www.pella.com/california-rights-policy/ at pella.com.

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:
U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

BRANCH WARRANTY:

NOTICE OF LIEN RIGHTS

As required by the Wisconsin construction lien law, VerHalen, Inc DBA Pella Windows and Doors of Wisconsin herby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to VerHalen, Inc DBA Pella Windows and Doors of Wisconsin, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the owner's mortgage lender, if any. VerHalen, Inc DBA Pella Windows and Doors of Wisconsin agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

ELECTRONIC SIGNATURE AGREEMENT: Customer agrees that its electronic signature of this Arbitration Agreement is the legal equivalent of a manual/handwritten signature on this Arbitration Agreement. By electronically signing this Arbitration Agreement using any device, means or action, Customer consents to the legally binding terms and conditions of this Arbitration Agreement. Customer further agrees that its signature on this Arbitration Agreement (hereafter referred to as Customer's "E-Signature") is as valid as if Customer signed this Arbitration Agreement in writing. Customer also agrees that no certification authority or other third party verification is necessary to validate its E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of Customer's E-Signature or any resulting agreement between Customer and Pella of Wisconsin. Customer is also confirming that it is an authorized agent of Customer and has been authorized to enter into this Arbitration Agreement.

CONSENT TO ELECTRONIC DELIVERY: By electronically signing this Arbitration Agreement, Customer specifically agrees to receive, obtain, and/or submit any and all documents and information relating to this Arbitration Agreement electronically. These documents and information will be collectively known as "Electronic Communications," and will include, but not be limited to, any and all current and future required notices and/or disclosures, as well as such documents, statements, data, records and other communications regarding the Services and/or Customer's account with Pella of Wisconsin. Customer acknowledges that it is able to retain Electronic Communications by printing and/or downloading and saving this Arbitration Agreement and any other agreements, Electronic Communications, documents, or records that are signed using Customer's E-Signature. Customer accepts Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling any and all rules and regulations, and Customer agrees that such Electronic Communications fully satisfy any requirement that communications be provided to Customer

in writing or in a form that Customer may keep.

Date:_____

Customer Printed Name: _____

Customer Signature:_____

TERMS & CONDITIONS:

All prices quoted are valid for 10 BUSINESS DAYS from the date of this proposal.

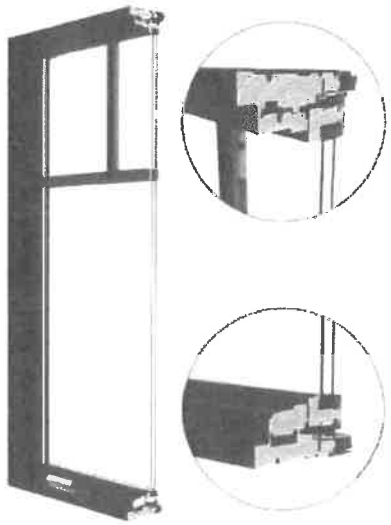
Thank you for the opportunity.

Order Totals	
Taxable Subtotal	$71,210.38
Sales Tax @ 5.5%	$3,916.57
Non-taxable Subtotal	$0.00
Total	$75,126.95
Deposit Received	
Amount Due	**$75,126.95**

Pella® Architect Series® Contemporary WOOD

Modern wood windows and patio doors featuring smart styling and clean sightlines

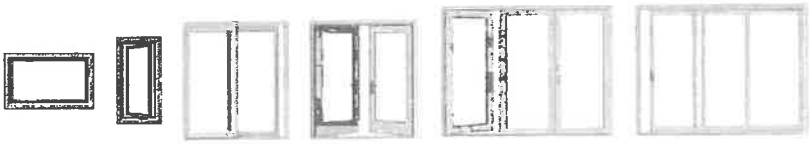
Interior



Exterior

- **SLEEK DESIGNS AND EXPANSIVE GLASS**
  Achieve that sophisticated style you are looking for with our industry-leading contemporary design. A narrow frame and sash provide more expansive glass and an unobstructed view.
- **ENHANCED STYLE OPTIONS**
  Meet your unique project specifications with extensive size options, square grille widths, finishes, wood types and glass options.
- **EXPANSIVE CUSTOM CAPABILITIES**
  Work with Pella's dedicated, custom design teams to bring your project vision to life with custom sizes, configurations and installation solutions.
- **AUTHENTIC LOOK OF TRUE DIVIDED LIGHT**
  Pella's Integral Light Technology® grilles use the industry's only foam spacer to create the most authentic look of true divided light, by casting a more realistic shadow.
- **INTERIOR FINISH OPTIONS**
  From light to dark to modern gray, Pella Architect Series Contemporary wood windows and patio doors are available in an array of on-trend colors. Pine interiors are available in four paints, 11 stains or primed and ready-to-paint.
- **MINIMALIST HARDWARE AND MODERN FINISHES**
  Choose from Pella's exclusively designed hardware to complement the other modern fixtures in the home.
- **OPTIONAL INTEGRATED SECURITY SENSORS**
  Thoughtfully designed to live discreetly in the frame, wireless sensors with Pella Insynctive® technology maintain aesthetics without voiding the warranty. Sensors compatible with major security panels and home automation systems.
- **ENERGY STAR® CERTIFIED[1]**
  You don't have to sacrifice performance for design. Pella Architect Series Contemporary products are the most modern windows and doors available with options to meet or exceed ENERGY STAR® in all 50 states.[1]
- **LONG-LASTING DURABILITY**
  Aluminum-clad exteriors with EnduraClad® finish is applied in an overlapping fashion on windows for exceptional protection. Pella's exclusive EnduraGuard® wood protection is applied after the pieces have been cut and milled, but prior to final assembly.
- **THE BEST LIMITED LIFETIME WARRANTY[2]**
  Pella Architect Series Contemporary products are covered by the best limited lifetime warranty for wood windows and patio doors in the industry.[2]
- **TESTING BEYOND REQUIREMENTS**
  At Pella, our products are tested beyond requirements to help ensure they have long-lasting performance and reduce call-backs for you.

AVAILABLE IN THESE WINDOW & PATIO DOOR STYLES:



Fixed and special shape windows also available.

[1,2] See back cover for disclosures.

COLORS

WOOD TYPES

Choose the wood species that best complements your project's interior.

PINE | DOUGLAS FIR | MAHOGANY

PREFINISHED PINE INTERIOR COLORS

Custom interior finishes, unfinished or primed and ready-to-paint are also available.

WHITE	BRIGHT WHITE	LINEN WHITE	ARTISAN GREIGE	NATURAL STAIN	WHEAT STAIN	GOLDEN OAK STAIN	EARLY AMERICAN STAIN
PROVINCIAL STAIN	DARK MAHOGANY STAIN	RED MAHOGANY STAIN	ESPRESSO STAIN		CHARCOAL STAIN	BLACK STAIN	

ALUMINUM-CLAD EXTERIOR COLORS

Our low-maintenance EnduraClad® exterior finish resists fading. Take durability one step further with EnduraClad Plus which also resists chalking and corrosion.[8]

WHITE	TAN	PUTTY	BROWN	CLASSIC WHITE	VANILLA CREAM	POPLAR WHITE	ALMOND
SAND DUNE	HONEYSUCKLE	FOSSIL	PORTOBELLO	DEEP OLIVE	AUBURN BROWN	FRENCH ROAST	SUMMER SAGE
HEMLOCK	HARTFORD GREEN	MORNING SKY GRAY	ELDRIDGE GRAY	IRON ORE	BLACK	NAVAL	STORMY BLUE
REAL RED	BRICK RED	CRANBERRY					

Custom colors are also available.

ADDED SECURITY

INSYNCTIVE® TECHNOLOGY

Integrated wireless security sensors maintain aesthetics, streamline security installation and ensure no warranty loss is caused by post-installation drilling. Sensors are compatible with major security panel systems. For more information, go to connectpella.com.

[1] Some Pella products may not meet ENERGY STAR® guidelines in Canada. For more information, contact your local Pella sales representative or go to energystar.gc.ca.
[2] Based on comparing written limited warranties of leading national wood window and wood patio door brands. See written limited warranty for details, including exceptions and limitations, at installpella.com/warranties or contact Pella Customer Service.
[3] Performance ratings vary based on product configuration.
[4] Color-matched to your product's interior and exterior color.
[5] Appearance of exterior grille color may vary depending on the Low-E insulating glass selection.
[6] Flush multi-slide handle is a Pella exclusive design.
[7] Flush multi-slide handle is not available in Antique Brass, Champagne or Polished Nickel.
[8] EnduraClad Plus protective finish is not available with all colors. See your local Pella sales representative for availability.

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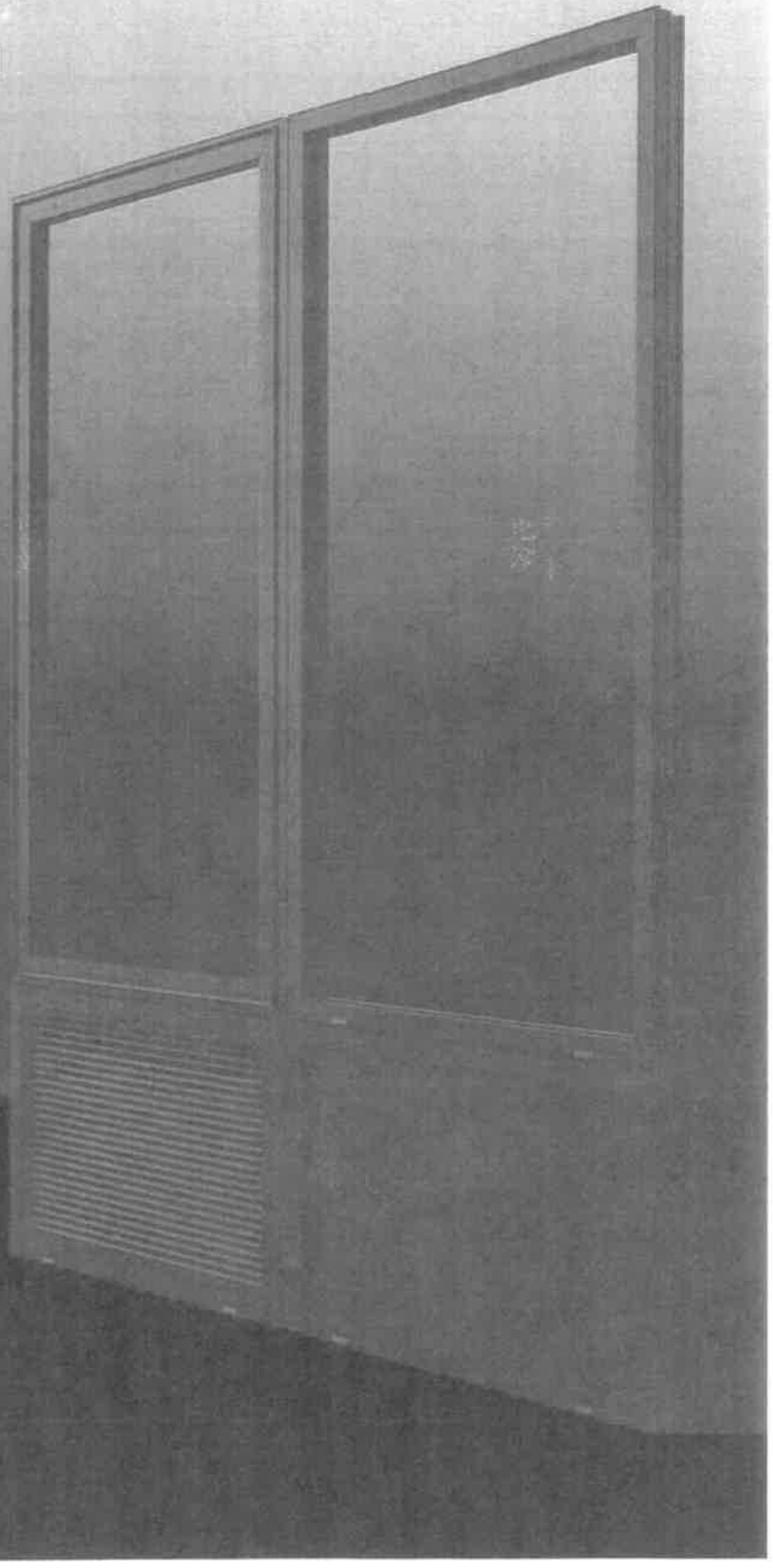
Pella® Impervia®

Fiberglass windows and patio doors



Exceptional durability

Achieve commercial grade strength and lasting durability for your customers' long-term return on investment.

- Our proprietary fiberglass is the strongest fiberglass material for windows and patio doors.[1]
- Our fiberglass has, on average, 1.8x the tensile strength of conventional fiberglass.[2]
- Powder-coat finish meets AAMA 624, the highest-rated fiberglass coating among leading national competitors.
- The baked on powder-coat finish resists chalking and fading and is more durable than conventional paint.
- Added strength, durability and reliable water performance including a durable three-way corner joint.

Glazing flexibility

Pella Impervia products are available with a variety of glazing options.

- Optional sound control and triple glazing for casement, awning and direct set windows.
- Optional louvers and spandrel.
- Available in large sizes with sleek profiles and more glass.
- Available with extruded aluminum grilles that are adhered to both sides of the insulating glass to provide the look of an aluminum storefront with the energy efficiency of fiberglass.[3]

Engineered structure

We offer several engineered options so you can meet the unique needs of your project.

- Fully factory joined or factory prepared joining kits for full flexibility in design and jobsite coordination.
- Structured mulls for commercial buildings are verified through rigorous engineering evaluation and testing to ensure your products are built to last.

Available in these window and patio door styles:

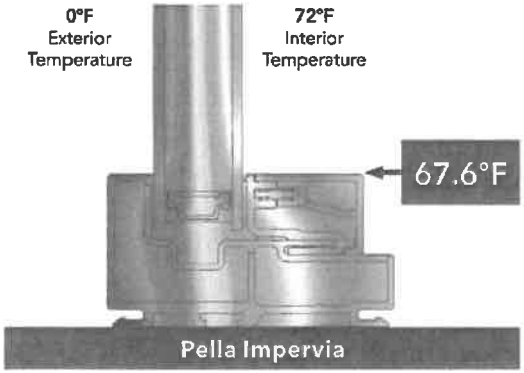
Special shape windows also available.

[1,2,3] See back cover for disclosures.

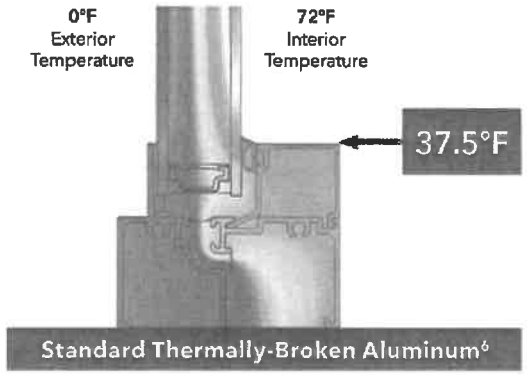
Pella

COMMERCIAL

Pella® Impervia® vs. Aluminum



Fiberglass Insulated glazing unit: 1" Advanced Low-E, 3 mm/3 mm



Insulated glazing unit: 1" Advanced Low-E, 3 mm/3 mm

Commercial performance.
Engineered to meet the rigorous specification and performance requirements of a commercial building, Pella Impervia products provide outstanding resistance to water, wind and outside noises.[4] Pella Impervia windows and patio doors offer an incredible value for water and structural performance, energy efficiency and cost-effectiveness. Our engineers perform an engineering review of proposed windows and doors to verify performance requirements are met.

Commercial installation systems and support.
Our exclusive installation methods help save you time and reduce costly callbacks. From the latest construction trends in new buildings to existing buildings needing retrofits, we provide a comprehensive array of installation solutions and accessories to meet most low- to mid-rise commercial project requirements. And with our dedicated team of engineers, architects, drafters and installation experts, we are ready to collaborate with you, from initial concept to punch list.

Confidence of a strong warranty.[5]
We know your reputation matters and we're committed to doing things right - even if it means doing things a little differently. So we stand behind our products with some of the strongest warranties in the business.

Glass & Additional Energy Efficiency Upgrades

InsulShield® Low-E Glass[7]

Pella Impervia products offer energy-efficient options that will meet or exceed ENERGY STAR® guidelines in all 50 states.[8]

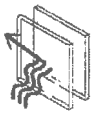
Advanced Low-E insulating dual- or triple-pane glass with argon

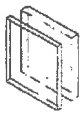
Advanced Comfort Low-E insulating dual-pane glass with argon

Natural Sun Low-E insulating dual- or triple-pane glass with argon

SunDefense™ Low-E insulating dual- or triple-pane glass with argon

Additional Glazing Options



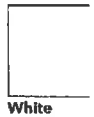


Colors & Finishes

Frame Colors

Dual-col
Our long
rated fib

Solid-Colo



White

Dual-Color

White Inter
with Tan Ex

Window Hardware

Casement & Awning

Introduc
windows
will oper
Neither :

Easy-Slide Operator

Sliding, Single & Double-Hung

Pella's ca

Cam-Action Lock

WILDCARD WORX
GENERAL CONTRACTING

Wildcard Worx LLC
PO Box 1004
Stevens Point, WI 54481
+1 7152612660
sales@wildcardworx.com
wildcardworx.com

Estimate 1049

DATE	TOTAL	EXPIRATION DATE
03/16/2022	$61,780.00	03/30/2022

ADDRESS
Gregg Gokey
Wildcard Corp.
1300 College Court
Stevens Point, WI 54481

TITLE	ESTIMATED START	JOB ADDRESS
Door and window installation	5/1/2022	1124 Main St

ACTIVITY	QTY	RATE	AMOUNT
Services Rough opening preparation (Prep masonry opening, Build and install lumber frame to facilitate window installation, build knee walls and frame door openings)	1	37,839.00	37,839.00
Services Install new windows as supplied by customer	1	23,941.00	23,941.00
	SUBTOTAL		61,780.00
	TAX		0.00
	TOTAL		$61,780.00

This estimate is to prepare the masonry openings in the building with treated lumber in order to facilitate window and door installation per the manufacturer's specifications. After the openings are prepared, this estimate also installs and seals the windows and doors to the manufacturer's specifications.

Major/structural repairs to the masonry is considered out of scope and will be invoiced separately. Customer to provide necessary permits and approvals, and dumpster for waste, or these items will be billed separately.

Due to market volatility, this estimate is valid for 14 days. Payment: 50% upon agreement, remainder upon completion.

THANK YOU.

Accepted By

Accepted Date

EXHIBIT E

Renderings of Proposed Work

Image A

Original Architectural Sketch of South Facade by Oscar Cobb.

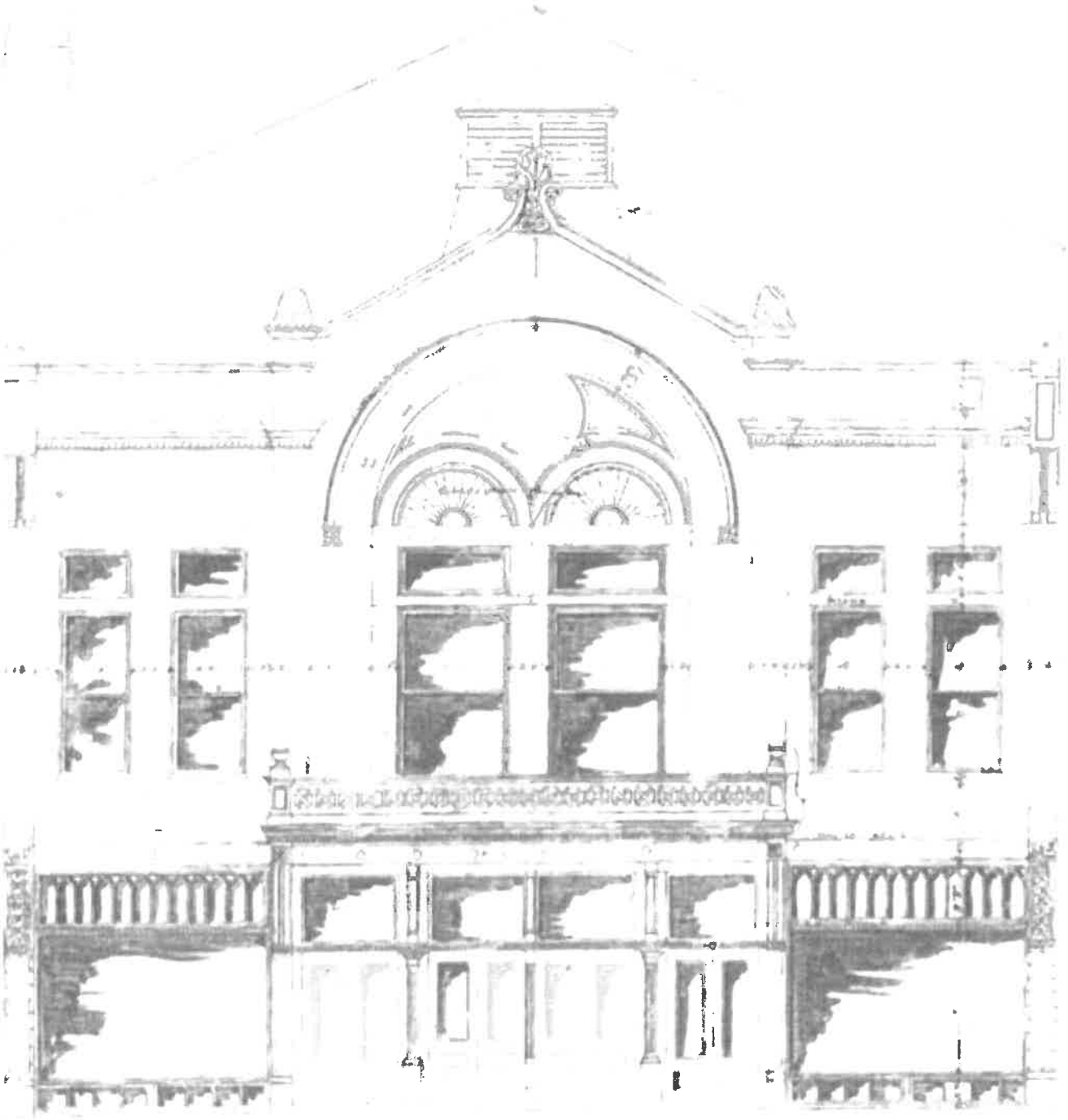


Image B

South Facade - Current Condition

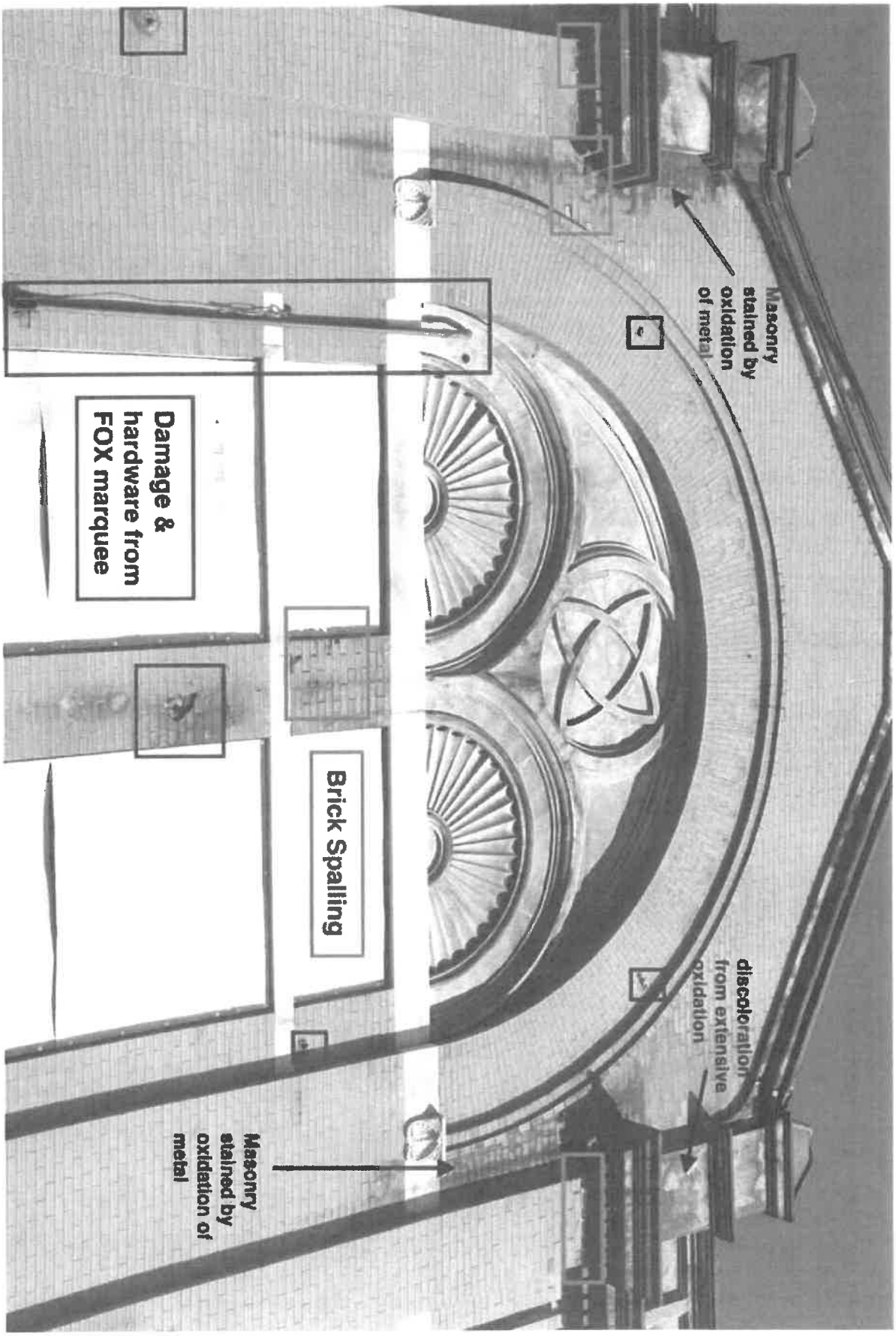


Image C

South Facade - Street View

Image D

South Facade -

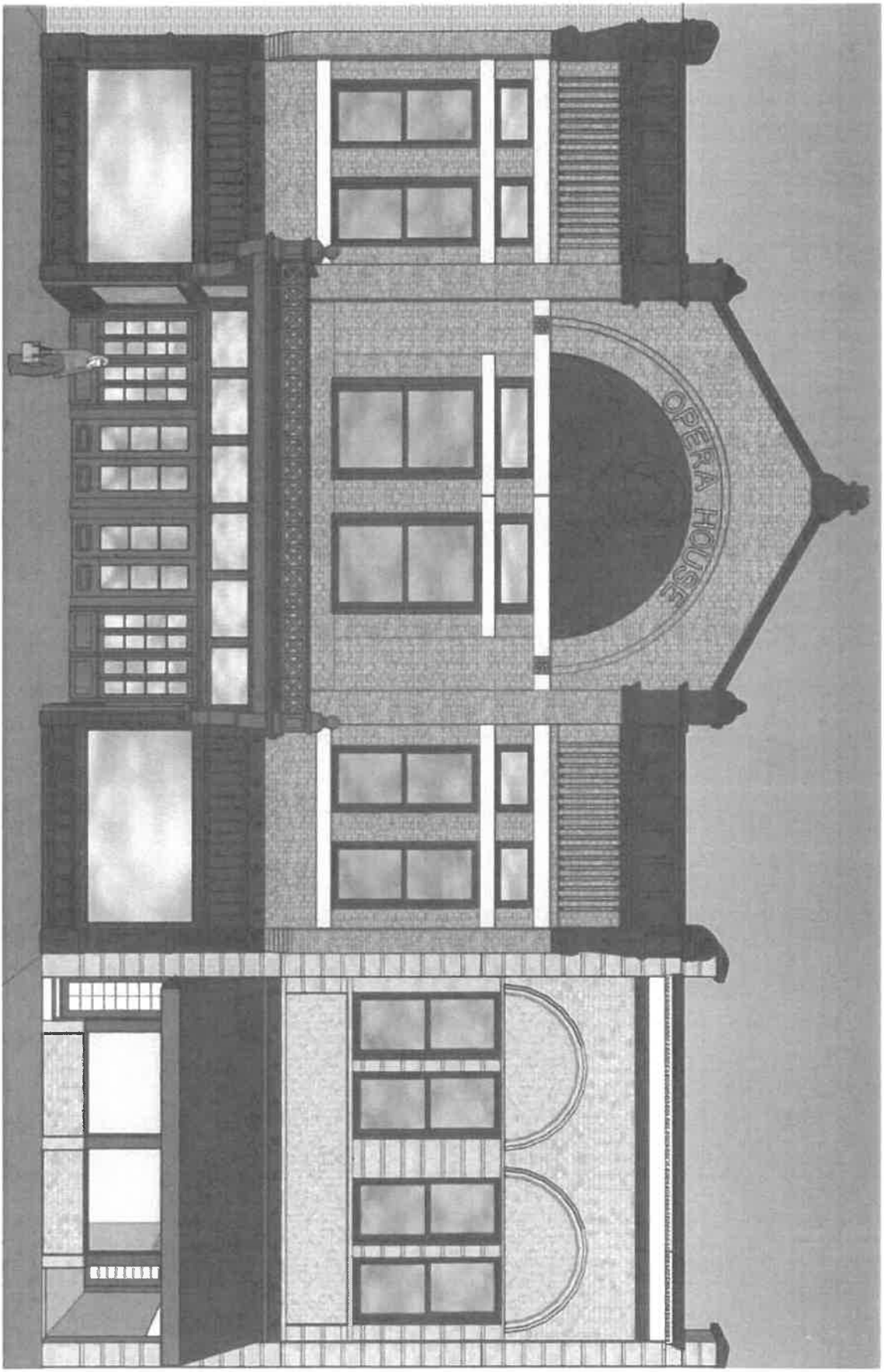


Image E

North Facade - Current condition

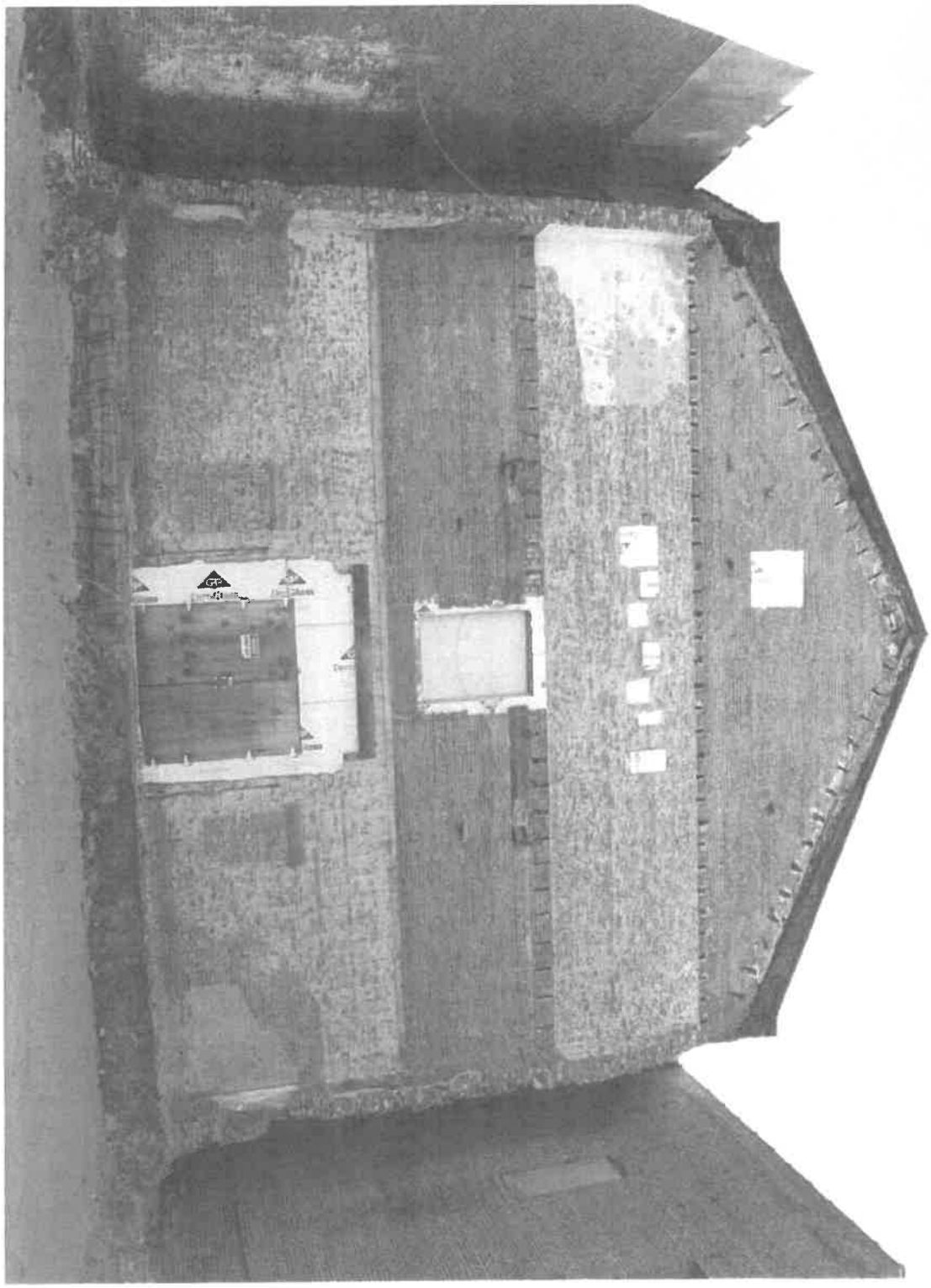


Image F

North Facade - Finished appearance without the mezzanine

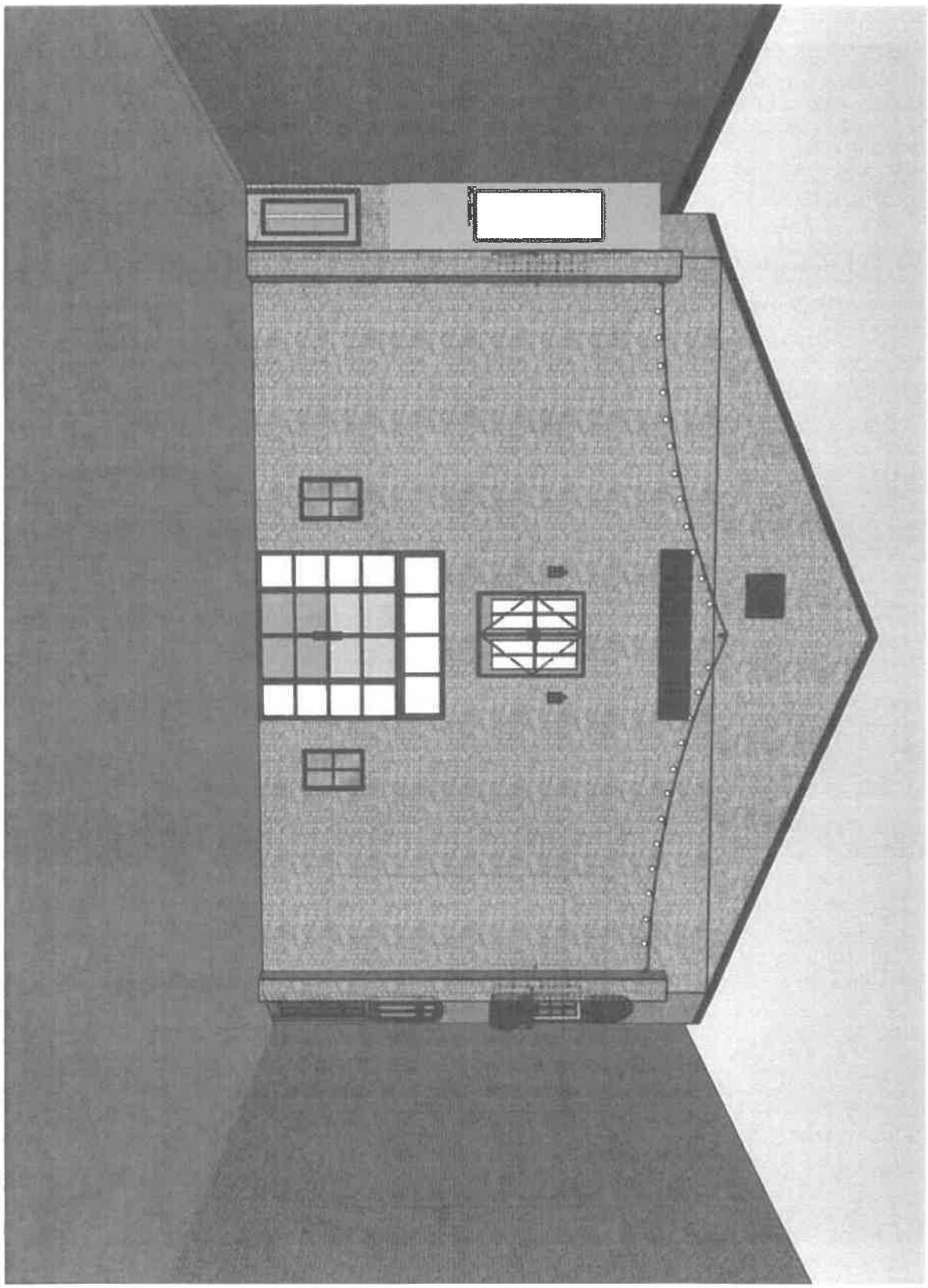


EXHIBIT F

Proof of Insurance

OPERHOU-01 KMCKELVEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Compass Insurance Services Inc
5569 Hwy 10 E Ste B
Stevens Point, WI 54482

CONTACT NAME: Katie McKelvey
PHONE (A/C, No, Ext): (715) 303-3678 FAX (A/C, No): (715) 544-1587
E-MAIL ADDRESS: katie.mckelvey@compassinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Opera House LLC
PO Box 1004
Stevens Point, WI 54481

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		3FC8327	11/22/2021	11/22/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Community Development Department is included as Additional Insured with respects to the General Liability.

CERTIFICATE HOLDER

Community Development Department
1515 Strongs Ave
Stevens Point, WI 54481

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT G

Minutes of the October 7, 2020 and April 6, 2022 meeting of the Historic Preservation / Design Review Commission

REPORT OF THE HISTORIC PRESERVATION / DESIGN REVIEW COMMISSION

October 7, 2020 – 2:00 PM
Zoom Conference Call Meeting

PRESENT: Alderperson Jennings, Commissioner Scripps, Commissioner Debauche, and Commissioner McFarland, and Commissioner McComb.

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn and Angie Nowak.

INDEX:

1. Roll Call

Discussion and Possible Action on the Following:

2. Report of the September 2, 2020 meeting of the Historic Preservation / Design Review Commission
3. Request from Angie Novak, on behalf of Sentry Insurance, for a design review to perform exterior improvements at 1105 Main Street (Parcel ID 281240832202653)
4. Request from Gregg Gokey for a design review to perform exterior improvements at 1124 Main Street (Parcel ID 281240832202929)
5. Discussion Only: Demolition by Neglect Ordinance
6. Staff Update
7. Adjourn

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1. Roll Call
   Present:, Jennings, Scripps, Debauche, McFarland
   Absent: Beveridge, McComb, Siebert

   Motion by Commissioner Scripps to assign Alderperson Jennings as temporary Chairperson; seconded by Commissioner Debauche.

   Motion carried 4-0.

2. Report of the September 2, 2020 meeting of the Historic Preservation / Design Review Commission

   Commissioner McComb arrived at 2:05 PM.

   Motion by Commissioner Scripps to approve the report of the September 2, 2020 meeting of the Historic Preservation / Design Review Commission; seconded by Commissioner Debauche.

   Motion carried 5-0.

3. Request from Angie Novak, on behalf of Sentry Insurance, for a design review to perform exterior improvements at 1105 Main Street (Parcel ID 281240832202653)

   Associate Planner/Zoning Administrator Kuhn provided a summary of the request:

1. Applicant had received prior approval for Design Review for improvements at 1105 Main Street, but they were now looking to install a shaft entrance for roof access at the rear of building not previously included.
2. The shaft entrance would be used for maintenance of the roof service air handling units.
3. By seeking to install a ladder on the exterior southeast portion of the building, staff felt it was significant to trigger a review by the commission.
4. Reviewed specifics of shaft ladder and installation location.
5. Staff recommended approval with conditions outlined in the staff report.

Angie Nowak, applicant, made themselves available for questioning and clarified that the intent would be to have something along the bottom of the ladder to secure and restrict access to the roof per prior noted concern from Alderperson Jennings.

Chairperson Jennings thanked the applicant to addressing their prior concerns, and further added that the Downtown businesses have long had issues with individuals climbing onto the roofs of businesses through unsecured apartments and exterior fire escapes, and unkept brick work. The Chairperson noted that while it was outside the purview of the current agenda, security Downtown should be discussed by the commission in the future.

Associate Planner/Zoning Administrator Kuhn stated that they could discuss the item outside of the meeting to get more acquainted with the situation, so they could pursue future steps in addressing the matter.

There was a brief conversation between the commission and applicant regarding the security of the ladder, and what measures or features were being included to secure the ladder's access to the roof. Staff added and confirmed that the applicant would need to submit a final proposal of the ladder to be reviewed and approved by staff.

Commissioner McComb noted the intent to approve the request with an additional condition that the applicant include a ladder guard on the ladder that remained locked when not in use.

Motion by Commissioner McComb to approve the request from Angie Novak, on behalf of Sentry Insurance, for a design review to perform exterior improvements at 1105 Main Street (Parcel ID 281240832202653) with the following condition of approval:

1. **Powerwashing or sandblasting shall be prohibited on any building components.**
2. **The applicant shall submit the proposed color of the ladder, to be reviewed and approved by staff.**
3. **The ladder shall be fastened to the façade within the mortar and not within the masonry.**
4. **Staff shall have the authority to review and/or approve minor amendments to the project.**
5. **Applicable building permits shall be obtained.**
6. **All work shall be completed within one year.**
7. **The applicant shall include a ladder guard on the ladder that remains locked when not in use.**

seconded by Commissioner Debauche

Motion carried 5-0.

4. Request from Gregg Gokey for a design review to perform exterior improvements at 1124 Main Street (Parcel ID 281240832202929)

   Associate Planner/Zoning Administrator Kuhn provided a summary of the request:

   1. City had entered into Development Agreement with Opera House, LLC, who had proposed to renovate the former Fox Theatre with an event space and beer garden.
   2. Proposed interior and exterior space would be used for public and private events.
   3. Proposal included buffering techniques such as landscaping and fencing.
   4. Exterior improvements include installing new brick on the front and rear facades, roof repair, masonry work, window and door installations, and general maintenance. The south façade facing Main Street was proposed to be restored to its original state, with removal of the Fox Marquee sign.
   5. Review of historic photos that were referenced for proposed improvements, and exterior renderings of the north portion of the property.
   6. Staff recommended approval with conditions outlined in the staff report.

   Gregg Gokey, applicant with Wildcard Corp., made himself available on behalf of Opera House, LLC.

   Commissioner Scripps inquired on whether there were any plans for the marquee sign as it held a large amount of significance for the local community and encouraged the applicant to be as transparent as possible with its plans for it.

   Gregg Gokey stated that they were inquiring with historic organizations on what to do with the sign but had no existing plans for it.

   Commissioner McComb asked for clarification for the conclusion section of the staff report where it noted the overall project would restore the storefront to a more contemporary design while restoring historical elements. She stressed the need to bring the project details forward correctly to the public.

   Associate Planner/Zoning Administrator Kuhn explained that the intent was two-fold, to highlight the historical elements of the opera house building while bringing more contemporary elements. Director Kernosky noted that it was perhaps a poor phrase, but the contemporary nature was in bringing the property up to current ADA standards for the structure while recognizing that the intricate details of the opera house would be exposed and reconstructed as part of the project.

   Commissioner Scripps inquired on whether the state's Historical Society had weighed in on the project, to which staff noted that items on the state level would fall on the applicant.

   Gregg Gokey confirmed that they were working with the state and national agencies in maintaining the historical nature of the property while bringing it up to ADA compliance.

   Chairperson Jennings commended the efforts of restoring the building back to the opera house style.

   There was a brief discussion on making efforts to save the marquee in some form, with it ending with the intent to add an additional condition of approval.

   Motion by Commissioner Debauche to approve the request Gregg Gokey for a design review to perform exterior improvements at 1124 Main Street (Parcel ID 281240832202929) with the following:

1. **Window and door openings shall not be expanded beyond what is stated in this design review request.**
2. **Window and door trim color shall match.**
3. **Gentle means shall be used when cleaning masonry prior to tuckpointing and other general maintenance done during project construction. Only organic non-toxic chemicals shall be used to clean.**
4. **Powerwashing or sandblasting shall be prohibited on any building component.**
5. **The applicant shall submit final details regarding the window grids (e.g., design, color, etc.) to be reviewed and approved by staff.**
6. **Transom windows installed on the first and second floor shall match original openings and design.**
7. **The chairperson and designated agent shall have the authority to review and/or approve minor amendments to the project.**
8. **Applicable building permits shall be obtained.**
9. **All work shall be completed within one year.**
10. **The applicant shall make their best effort to salvage the Fox marquee sign when it is dismantled in one piece.**

seconded by Commissioner McComb

Motion carried 5-0.

5. Discussion Only: Demolition by Neglect Ordinance

Chairperson Jennings stressed the importance of having a Demolition by Neglect Ordinance, referencing the Fox Theater and deteriorating buildings by landlords. The intent of the ordinance would be to prevent the demolition of buildings or structures via neglect,

Associate Planner/Zoning Administrator Kuhn reiterated that the purpose of the ordinance would not be to target buildings already in a state of repair for a raze order, but rather buildings where there were tell-tale signs of there being structural insufficiencies. He referred to the extensive staff memo for additional information on standards and criteria, and the process needed to undertake such an ordinance. The information had been provided to the commission for comments, feedback, or concerns.

Commissioners made the following comments:

1. Clarification requested for Affirmative Maintenance, to which staff briefly explained that it focused on restoration that was build-period appropriate structurally and aesthetically.
2. Inquiry on whether the ordinance would affect historically significant properties even if they were not on the localy or national register, to which Chairperson Jennings stated that initial conversations were focused on properties within the core area, not just those historically designated. Director Kernosky added that the historical properties were already generally protected with existing ordinances, but there were additional properties where a Demolition by Neglect Ordinance would be helpful.
3. General excitement of seeing the ordinance drafted further, but concern about reviewing items outside of the historic districts. She suggested public input.

4. Comment that it was a good idea to pursue, noting the situation with the Fox Theater as an example.

There was consensus to direct staff to continue drafting a Demolition by Neglect Ordinance.

6. Staff Update

Director Kernosky stated that the convent property, while not under the purview of the commission, was under contract for redevelopment and repurposing. The entire convent was expected to remain, noting the historical significance of the property to the community.

7. Adjourn.

Meeting adjourned at 3:00 PM.

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

REPORT OF THE HISTORIC PRESERVATION / DESIGN REVIEW COMMISSION

April 6, 2022 – 4:00 PM
933 Michigan Ave, Stevens Point, WI 54481

PRESENT: Commissioner Molespske, Commissioner Munck, and Commissioner Scripps.

ALSO PRESENT: Associate Planner/Zoning Administrator Kuhn, Director Kernosky, Community Development Technician Mohr, Mike Beacom, Gregg Gokey, and Erin Batzler, and unidentified audience members via Virtual Zoom Meeting.

INDEX:

Opening Section:

1. Roll Call

Discussion and Possible Action on the Following:

2. Report of the March 2, 2022 meeting of the Historic Preservation / Design Review Commission.
3. A request from Gregg Gokey, representing Opera House LLC, for a facade improvement grant in the amount of $114,473.98 to perform exterior improvements to the building located at 1124 Main Street (Parcel ID 281240832202973).
4. Discussion only: A request from Mike Beacom for a conceptual plan review to perform exterior improvements to the property located at 1052 Main Street (Parcel ID 281240832202938). Information from the applicant will be provided during the meeting.

Closing Section:

5. Adjourn

Opening Section:

1. Roll Call

Present: Molepske, Munck, Scripps
Excused: Siebert, McComb
Absent: Christianson

Motion by Commissioner Scripps to appoint Peter Munck as Temporary Chairperson; seconded by Commissioner Molepske.

Motion carried 3-0.

Discussion and Possible Action on the Following:

2. Report of the March 2, 2022 meeting of the Historic Preservation / Design Review Commission.

Motion by Commissioner Molepske to approve the report of the March 2, 2022 meeting of the Historic Preservation / Design Review Commission; seconded by Commissioner Scripps.

Motion carried 3-0.

3. A request from Gregg Gokey, representing Opera House LLC, for a facade improvement grant in the amount of $114,473.98 to perform exterior improvements to the building located at 1124 Main Street (Parcel ID 281240832202973).

   Associate Planner / Zoning Administrator Kuhn stated that the initial Design Review request for this property took place in 2020, and this was an extension of that request.

   Chairperson Munck noted that the applicant was requesting a façade improvement grant in the amount of $114,473.98 to perform exterior improvements at 1124 Main Street, or better known as the Opera House. The floor was turned over to the applicant.

   Commissioners made the following comments:

   1. Clarification requested on a $30,000 grant cap, to which staff explained that anything at or below that amount could be improved internally by the commission, anything over would require Common Council approval.
   2. Inquiry as to the extent of demolition that had occurred, and whether anything was able to be salvaged.
   3. Inquiry as to whether the side doors along the main entrance would be incorporated back into the design, noting the interior spaces.
   4. Concern noted for the maintenance of the existing historic brick.
   5. Commended the project, noting it was a good example of adaptive reuse.

   Applicants representing Opera House LLC made the following comments:

   1. Were in the process of completing State plans for the interior remodel, the proposed work would restore the Opera House to its 1894 historic state. While the request included line items for replacing or fixing glass, doors, woodwork, brick work, etc., the largest expense was for waterproofing the building to prevent future deterioration.
   2. Confirmed that some salvaged items would be displayed, while others would be repurposed and reutilized into the remodel.
   3. Provided testimony explaining that the proposed design would be a testament to the original layout of the theater. While most interior finishes had to be removed due to moisture exposure, they would do their best to pay homage to the original features that could not be saved. For example, an exterior balcony would be installed where the original mezzanine had been, and the design of the historic interior ceiling would be designed into concrete for the exterior seating.
   4. Regarding the main entrance side doors, it was confirmed that while they could not utilize the side doors due to not meeting ADA compliance, they were able to fit in (2) sets of ADA doors along the main entrance, with (2) additional interior doors to access the retail spaces. One space would house a bar and small kitchen, with the other being an event space. Both would be open to the public.

5. Confirmed that they too were concerned about maintaining the brick and were in consultation with masons.

Director Kernosky provided the following comments:

1. While the City budgeted $200,000/year into the grant, there was a specific clause within the Development Agreement for the Opera House that the City would work together on extending past the $30,000 cap.
2. The request would go before the finance committee the following week, prior to final Common Council action.
3. The City had transferred the façade improvement funds into TIF 6, which allowed the continuations replenishing of the grant dollars, therefore the current request would not prevent additional requests from coming forward or being approved and processed.

Motion by Commissioner Scripps to approve the request from Gregg Gokey, representing Opera House LLC, for a facade improvement grant in the amount of $114,473.98 to perform exterior improvements to the building located at 1124 Main Street (Parcel ID 281240832202973); seconded by Commissioner Molepske

Motion carried 3-0.

4. Discussion only: A request from Mike Beacom for a conceptual plan review to perform exterior improvements to the property located at 1052 Main Street (Parcel ID 281240832202938). Information from the applicant will be provided during the meeting.

Associate Planner/Zoning Administrator Kuhn explained that the applicant was before them today to gauge the interest of the commission for a project located at 1052 Main Street. The intent would be to take preliminary questions, concerns, or comments for the purpose of providing a more comprehensive official request.

Mike Beacom, applicant, explained that the proposal for the mid-century modern building at 1052 Main Street included waterproofing paint, signage for the Artisan Alley, and installation of planters on the front façade per original design drawings for the building. They were looking for preliminary comments for the purpose of producing a final request. He reiterated that the proposal would not be rent producing, but more so focused on beautification.

Commissioners made the following comments:

1. Inquiry as to whether there was an overhang along the front façade, to which the applicant confirmed that the planters would be built into an existing area along that façade on the second level that already had drainage holes.
2. General caution noted for the type of plantings that would be used, pointing to landscaping of several downtown locations that did not get enough sun or water.
3. Inquiry as to whether the type of plantings used would be under the purview of the commission, to which staff explained that the specific plantings themselves may be out of purview, but the planters themselves would be, in addition to adding back signage for Artisan Alley that used to be installed on the Lee Ayers building.

4. Inquiry as to whether the building signage would replace the sandwich boards on the sidewalk, to which staff explained that it's not something they over regulated.
5. Caution noted that the planters should not clash with the façade or architecture of the building.
6. Positive consensus to the project, especially the addition of more greenery downtown.

No action was taken.

Closing Section:

5. Adjourn.

Meeting adjourned at 4:35 PM.

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

OFFICE USE ONLY:

DATE: _____

AMOUNT: _____

RECEIPT: _____

SPECIAL EVENT PERMIT APPLICATION

Application Fee: $35

☐ Exempt (Veterans, Schools, Funerals) ☑ Small (Less Than 100 Attendees)
☐ Medium (100-500 Attendees) ☐ Large (500+ Attendees)

Insurance: Medium and Large Events are required by City Ordinance 12.28(6)b to submit a Certificate of Insurance providing minimum combined single bodily injury and property damage of $1,000,000.

1. Please Select One: ☑ New Event ☐ Return Event as Previously Presented ☐ Return Event w/ Changes
2. Name of Event: Friends of Emerson Park/Jefferson School Bicycle Safety Rodeo
3. Name of Sponsoring Person or Organization: Friends of Emerson Park- in collaboration with Stevens Point Parks Recreation & Forestry Dept.
   Address: 1703 Division Street City: Stevens Point State: WI Zip Code: 54481
   Is this a 501 (C-3) non-profit organization? ☐ Yes ☑ No If Yes, Tax Exempt #: _____
4. Contact Person: Meleesa Johnson
   Phone: 715-573-3165 Email: meleesaj2000@gmail.com Fax: _____
   Address: 1703 Division Street City: Stevens Point State: WI Zip Code: 54481
5. Event Type: (Check All That Apply and Describe: Run/Walk, Concert, Festival, Picnic, Etc.)
   - ☐ Athletic Event: _____
   - ☐ Financial Gain Event on City Property: _____
   - ☑ Free Public Event on City Property: K-6 bicycle safety rodeo and related safety program
   - ☐ Private Event: _____
   - ☐ Other: _____
6. Event Date(s): May 14, 2022 Event Start Time: 10:00AM Event End Time: 12:00PM
7. Set Up Date and Time: May 14, 2022 9:00AM
8. Event Assembly Location: Emerson Park and adjacent Ellis Street
   Event Dispersal Location (if different from Assembly Location): _____
9. Estimated Attendance Of:
   Participants/Vendors: 30-45 Spectators/Attendees: 20 Vehicles: 4-6 Animals: Unknown
10. Site Plan/Map of Event Attached [REQUIRED]: ☐ Yes ☐ No
    (Include Locations of Vendors, Tents, Portable Restrooms, Etc.)
11. Street Closures Required? ☑ Yes ☐ No (If "Yes" Certificate of Insurance providing minimum combined single bodily injury and property damage of $1,000,000 is required regardless of event size).
12. List of Street Blocks to Close for Event: Ellis Street from Reserve to East
13. Briefly Describe Your Event (You May Attach Additional Pages, If Needed):
    Using WI Bike Federation training standards, the rodeo has three goals: 1) Teach children basic safety rules for riding bike on and off streets; 2) Provide children an opportunity to test riding skills and gain new riding skills; 3) Help children and parents learn how to check bikes and helmets to ensure safe use. Jefferson School physical education instructor, Laura Gundersen, has been trained by WI Bike Federation to implement the safety rodeo and will use this training to set up the event. In addition to the safety rodeo, the planners hope the city's partners (PD, FD, EMS, PW) will be present, with equipment, to show children how these partners help to keep us all safe. As well, the planning team is inviting local bike shops to help with safety inspections and then will be able to have a table to promote their businesses.
14. Do You Require Any Other Special Assistance from the City?
    The planners would very much like to have PD, FD, EMS & PW be present and display pieces of equipment that help demonstrate how these community helps keep us safe. For instance, EMS could display an ambulance, PW could display at plow truck, FD could display a truck or engine and of course, PD could have a squad. We will be asking each of these departments under separate cover from this form.
15. Describe any additional needs from the City or City Facilities (Barricades, Fencing, Garbage Cans, City Facilities, Parks, etc.):
    4 barricades
16. Police Presence Needed? ☐ Police ☐ Auxiliary Officer (Contact Lt. Mueller at jmueller@stevenspoint.com) Please Explain: _____

16. Will You Have Any of the Following? Check the Appropriate Boxes:

		Yes	No			Yes	No
1	Admission/Entry Fee	☐	☑	10	Erection of Tents/Temporary Structures—Area Greater than 400sq. ft. (**Additional Permit Required**—Contact Fire Dept & Ask for Officer on Duty: 715-344-1833)	☐	☑
2	Alcoholic Beverages Served (**Additional Permit Required**—Contact City Clerk: 715-346-1569)	☐	☑	11	Financial Gain Activity	☐	☑
3	Amplification Equipment	☐	☑	12	Fireworks—Please Explain Below: (**Additional Permit Required**—Contact Fire Department & Ask for Officer on Duty: 715-344-1833)	☐	☑
4	Amusement Rides/Inflatables (**Certificate of Insurance Required—** Contact City Clerk's Office: 715-346-1569)	☐	☑	13	Food Prepared/Served (**Additional Permit Required**—Contact Portage County Health Dept: 715-345-5350 AND Fire Dept—Email the Fire Marshal at: egana@stevenspoint.com)	☐	☑
5	Boats/Snowmobiles/ATVs	☐	☑	14	Horses/Animals	☐	☑
6	Concession Sales	☐	☑	15	Musical Bands	☐	☑
7	Drive Anything Into the Ground (**Utility Location Required $25**—Contact Parks Department: 715-346-1531)	☐	☑	16	Portable Toilets	☐	☑
8	Electricity Needed	☐	☑	17	Vendor Displays/Sales	☑	☐
9	Erection of Tents/Temporary Structures—Area Less than 400sq. ft.	☑	☐				

Additional Explanation Here:
Some bike shop vendors who volunteer their time to help with rodeo may opt to put up small awning to share information about their business.

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.

NON-DISCRIMINATION, HOLD HARMLESS, INDEMNIFICATION AND DEFENSE

THE PERSON OR GROUP NAMED AS THE SPONSORING ORGANIZATION ON THIS APPLICATION WILL BE RESPONSIBLE FOR THE CONDUCT OF THE SPECIAL EVENT AND FOR THE CONDITION OF THE FACILITY. THE SPONSORING ORGANIZATION WILL NOT DENY ANY PERSON ANY BENEFIT OR OTHERWISE SUBJECT ANY PERSON TO DISCRIMINATION BECAUSE OF RACE, COLOR, CREED, NATIONAL ORIGIN, SEXUAL ORIENTATION, DISABILITY, RELIGION, GENDER IDENTITY, OR MEMBERSHIP IN ANY PROTECTED CLASS.

BY SIGNING THIS APPLICATION, THE SPONSORING PERSON OR ORGANIZATION LISTED ABOVE AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS HARMLESS AGAINST ALL CLAIMS, LIABILITY, LOSS, DAMAGE, OR EXPENSE INCURRED BY THE CITY ON ACCOUNT OF ANY INJURY TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY CAUSED BY OR RESULTING FROM THE ACTIVITIES FOR WHICH THE PERMIT IS GRANTED.

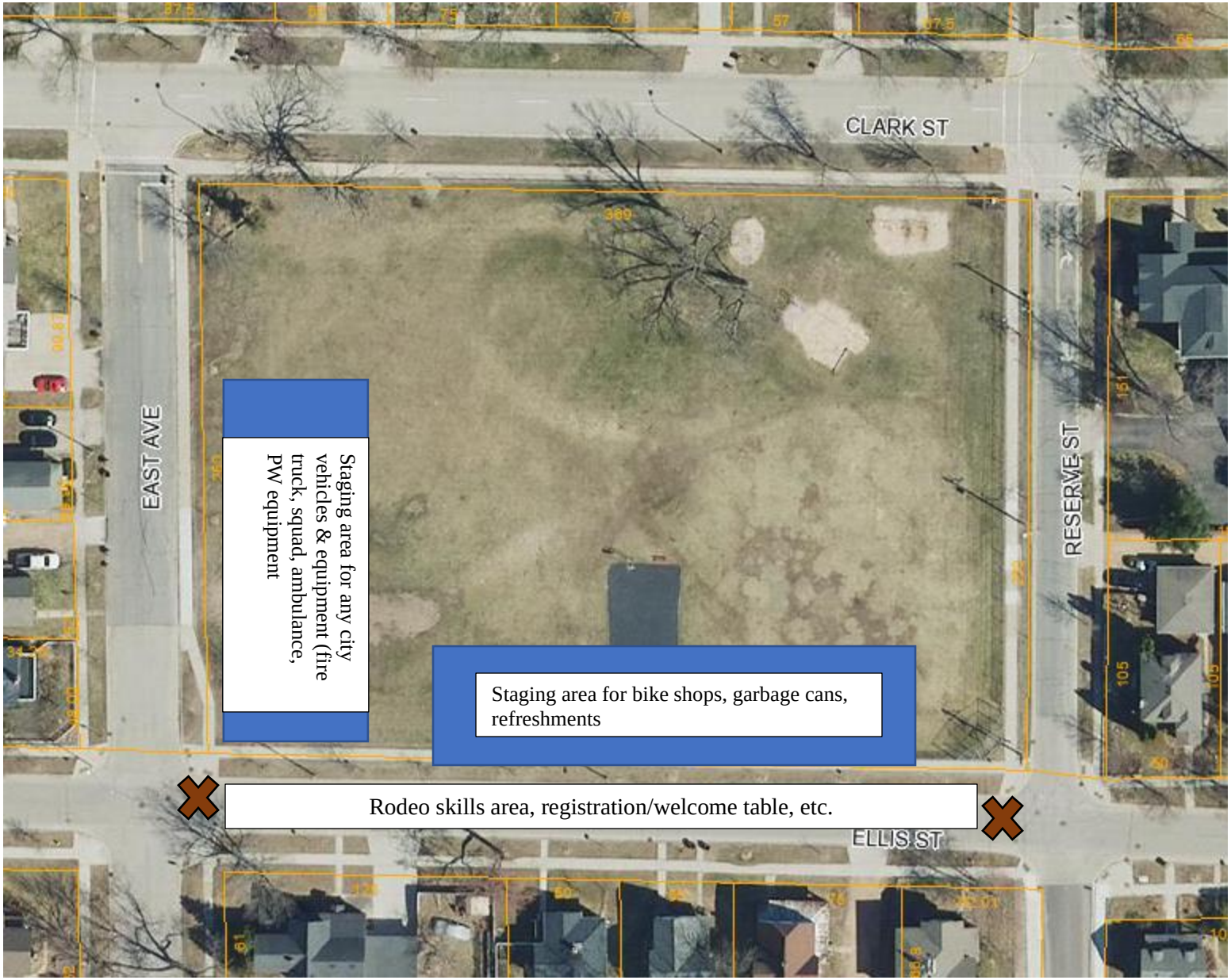
NOTHING CONTAINED WITHIN THIS AGREEMENT IS INTENDED TO BE A WAIVER OR ESTOPPELS OF THE CONTRACTING MUNICIPALITY OR ITS INSURER TO RELY UPON THE LIMITATIONS, DEFENSES, AND IMMUNITIES CONTAINED WITHIN WISCONSIN LAW, INCLUDING THOSE CONTAINED WITHIN WISCONSIN STATUTES §§ 893.80, 895.52, AND 345.05. TO THE EXTENT THAT INDEMINIFICATION IS AVAILABLE AND ENFORCEABLE, THE CITY OF STEVENS POINT OR ITS INSURER(S) SHALL NOT BE LIABLE IN INDEMNITY OR CONTRIBUTION FOR AN AMOUNT GREATER THAN THE LIMITS OF LIABILITY FOR MUNICPAL CLAIMS ESTABLISHED BY WISCONSIN LAW.

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

Signature of Applicant: _____ Date: March 25, 2022

**********Signature of Approval**********

Signature of City Clerk: _____ Date: _____


CLARK ST
EAST AVE
RESERVE ST
ELLIS ST
Staging area for any city vehicles & equipment (fire truck, squad, ambulance, PW equipment
Staging area for bike shops, garbage cans, refreshments
Rodeo skills area, registration/welcome table, etc.

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

[CHAPTER 21 OF THE REVISED MUNICIPAL CODE, BUILDING AND PREMISES MAINTENANCE AND OCCUPANCY]

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

Section I: That Section 21.01(3)(4)(5) of the Revised Municipal Code of the City of Stevens Point shall be amended to read as follows:

(3) Scope. The provisions of this ordinance shall apply uniformly to the ~~construction~~, maintenance, use and occupancy of all buildings, structures and premises where applicable, and shall apply uniformly to the alteration, repair, equipment, use, occupancy, and maintenance of all existing buildings, structures, and premises within the jurisdiction of the City of Stevens Point irrespective of when or under that code or codes such buildings or structures were originally constructed or rehabilitated.

(4) Title. This chapter shall be known and may be cited as the Building and Premises Maintenance and Occupancy Code of the City of Stevens Point, hereinafter referred to as "this ordinance" or "this code".

(5) Warning and Disclaimer of Liability. The degree of protection intended to be provided by this chapter is considered reasonable for regulatory purposes and is based on commonly accepted engineering and scientific methods of study. This ordinance does not imply that compliance will result in freedom from damages nor shall this ordinance create a liability on the part of or a cause of action against the City of Stevens Point or any officer or employee or subcontractor for any damage that may result from reliance on this ordinance. Lack of enforcement of the standards, rules and regulations contained therein shall not create a liability on the part of the City or its officers and agents notwithstanding the issuance of permits or inspection of the premise.

Section II: That Section 21.02 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.02 DEFINITIONS. Where terms are not defined in this code and are defined in the Building Code, Electrical Code, Fire Code, Plumbing Code, or the Zoning Code of the City of Stevens Point, or Chapters SPS 301-388 Wisconsin Administrative Code, such terms shall have the meanings ascribed to them as stated in those codes.

The following definitions shall apply in the interpretation and enforcement of this ordinance:

Appropriate Authority shall mean that person within the governmental structure who is charged with the administration of the appropriate or relevant code(s).

Approved shall mean approved by the local or state authority having such administrative authority.

Ashes shall mean the residue from the burning of any materials.

Best Management Practice (BMP) shall mean a practice, or combination of practices, that is determined to be an effective, commonly accepted and practicable (including technological, economic, specific trade

and institutional considerations) means of preventing, controlling or reducing a problem, nuisance or specific violation of state or local ordinances. BMPs protect the environment and/or people while considering material availability, technical feasibility, ability to implement, and effectiveness. These are commonly accepted vocational practices which systematically address specific concerns or a nuisance, while reducing or minimizing the severity of off-target human or neighborhood impacts.

Code Official shall mean person or persons working under the general direction of, or appointed by the Director of Community Development and Inspections who have been granted the authority to administer, interpret and enforce this code.

Compliance Plan shall mean a plan developed by the owner or owner's agent, through which non-compliance issues and causes are identified. Specific actions, goals, and timelines for compliance are outlined. How these actions will be tracked, monitored, and reported for progress toward code compliance and plan adherence will be documented and submitted. This shall include regular scheduled updates demonstrating progress toward implementation of the plan, including effectiveness of mitigation strategies utilized for identified issues of concern, documenting adherence to the planned actions.

Cover shall mean something that is specially made for the specific purpose of covering a certain type of vehicle, RV or structure. The cover can be designed for the specific vehicle or structure, or certain types of vehicles or may be designed for a generic class of vehicles. The cover shall be opaque, generally fitted to the vehicle or structure, be in good repair without holes or tears, and be securely fastened. Rectangular or square general utility tarps are not considered a cover.

Dilapidated shall mean no longer adequate or operational for the purpose or use for which it was originally intended.

Extermination shall mean the control and elimination of insects, rodents, or other pests by eliminating their harborage places or access to such areas; by removing or making inaccessible materials that may serve as their food; by applying pesticides, spraying, fumigating, trapping, temperature manipulation or by any other recognized and legal pest elimination method and related precautions, and/or notifications as required by the local or state authority having such administrative authority.

Family shall mean as defined in the Zoning Code.

Flush Water Closet shall mean an enclosed room with a toilet bowl which is flushed with water which has been supplied under pressure and equipped with a water sealed trap.

Front Plane shall mean the side of the primary dwelling in which the front entrance door is facing and the street from which the property is addressed, unless otherwise approved by the Code Official for corner lots.

Garbage shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, serving, and non-consumption of food.

Graffiti shall mean any writing, printing, marks, signs, symbols, figures, designs, inscriptions or other drawings which are scratched, scrawled, painted, drawn or otherwise placed on any exterior surface of a building, wall, fence, sidewalk, curb, temporary signs, machinery, equipment, vehicles, trailers or other permanent structures on public or private property and which have the effect of defacing the property.

Graffiti Materials shall mean and include paint, aerosol or pressurized containers or paint, indelible markers, ink, dye or any other substance capable of defacing property.

Guest shall mean an individual who shares a dwelling unit or a premises in a non-permanent status without a fee being charged, and for not more than thirty (30) days.

Habitable shall mean a room or enclosed floor area used or intended to be used for living, eating, or sleeping purposes; excluding bathrooms, water closet compartments, areas used for food preparation, laundries, furnace rooms, utility rooms or less than 50 square feet of floor space, communicating corridors, closets, storage spaces, unheated areas and workshops and hobby areas.

Hard-surfaced shall mean as defined in the Zoning Code.

Heated Water shall mean water heated to a temperature of not less than 110°F at the outlet.

Household shall mean one or more individuals living together in a single dwelling unit sharing common living, sleeping, cooking and eating facilities.

Infestation shall mean the presence within or around a dwelling of any insects, rodents, or other pests.

Kitchen shall mean any room containing any or all of the following equipment: sink and/or other device for dishwashing, stove or other device for cooking, refrigerator or other device for cool storage of food, cabinets and/or shelves for storage of equipment and utensils, and counter or table for food preparation.

Kitchenette shall mean a small kitchen alcove area containing cooking facilities.

Meaning of Certain Words. Whenever the words "building", "building unit", "dwelling", "dwelling unit", "premises", and "structure" are used in this ordinance, they shall be construed as though they were followed by the words "or any part thereof or any premises accessory thereto". Words used in the singular include the plural, and the plural the singular, the masculine gender includes the feminine and the feminine the masculine.

Mold shall mean any visible or otherwise demonstrable presence of fungi, bacterial or microbial matter on the interiors of any buildings or facilities.

Native Lawn shall mean a parcel with a Vegetation Management Plan in place which has received approval, where native vegetation may exceed eight (8) inches in height. This shall also include undeveloped lots.

Nearest Plane shall mean the closest attached protrusion of the primary dwelling toward the street.

Occupant shall mean any individual having possession of a premises or any individual over one (1) year of age, living, sleeping, cooking or eating in or having possession of a dwelling unit or a rooming unit; except that in dwelling units, a guest shall not be considered an occupant.

Operator shall mean any person who has charge, care, control, or management of a building, or part thereof, in which building units are let.

Outdoor Implements shall mean typical items used outside a residential dwelling for maintenance or enjoyment; such as grills, lawn mowers, snow blowers, lawn/garden tractors, rototillers, and similar type equipment.

Owner shall mean any person who, alone or jointly or severally with others:

(a) holds legal title to any premise, building, or building unit, with or without accompanying actual possession thereof, or

(b) has charge, care, or control of any premise, building, or building unit, as owner or agent of the owner, or an executor, administrator, trustee, or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this ordinance and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.

Permissible Occupancy shall mean the maximum number of individuals permitted to reside in a dwelling unit, rooming unit, or dormitory based on minimum square footage requirements. The relationship of the persons within the dwelling, which may be more restrictive, is regulated in other sections of the Revised Municipal Code.

Person shall mean and include any individual(s), firm, corporation, association, partnership, trust, cooperative or governmental agency.

Plumbing shall mean and include all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar supplied fixtures, and the installation thereof, together with all connections to water, sewer, or gas lines.

Premises shall mean a platted lot or part thereof or unplatted lot or parcel of land or plat of land, either occupied or unoccupied by a dwelling or nondwelling structure, and includes any such building or part thereof, accessory structure or other structure thereon.

Privacy shall mean the existence of conditions which will permit an individual or individuals to carry out an activity commenced without interruption or interference, either by sight or sound by unwanted individuals.

Recreational Vehicle (RV) shall mean any vehicle, boat, ATV, trailer or camping unit (e.g. pull behind or fifth wheel) which are not licensed to be driven as a self-propelled primary vehicle for use on a public roadway in the State of Wisconsin, but may be required to be registered for trail or water use; such as snowmobiles, ATVs, UTV's, trailers (including contents on trailer as one unit), boats (excluding non-motorized kayaks, canoes or boats less than 14' in length), campers, off road motorcycles, tractors and golf carts or similar type vehicles. This does not include *Outdoor Implements*.

Refuse shall mean all putrescible and nonputrescible solids (except body wastes) including garbage, rubbish, ashes, animal waste and dead animals, but shall not include properly composted materials.

Refuse Containers shall mean a watertight container that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions, or such other containers as have been approved by the appropriate authority. Openings into the container such as covers and doors shall be tight fitting.

Resident shall mean any adult who has established their primary place of residence for a minimum of 28 consecutive days or more, within the geographically defined boundaries of the City Stevens Point.

Rodent and/or Animal Pest Harborage shall mean any conditions or place where rodents and/or animal pests are likely to live, nest, or seek shelter.

Rodent and/or Animal Pest-Proofing shall mean a form of construction which will prevent the ingress or egress of rodents and/or animal pests to or from a given space or building, or from gaining access to food, water, or harborage. It consists of the closing and keeping closed of every opening in foundations, basements, cellars, exterior and interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings, and other places that may be reached and entered by rodents and/or animal pests by climbing, burrowing or other methods, by the use of material impervious to rodent-gnawing and other methods approved by the appropriate authority.

Rubbish shall mean nonputrescible solid wastes (excluding ashes) consisting of either:

(a) Combustible wastes such as paper, cardboard, plastic containers, yard clippings, and wood; or

(b) Noncombustible wastes such as cans, glass, metal and crockery, or dilapidated items containing any combination of said materials.

Safety shall mean the condition of being reasonably free from danger and hazards which may cause accidents or disease.

Supplied shall mean paid for, furnished by, provided by, or under the control of the owner, operator, or agent.

Tarp shall mean a general utility type cover generally square or rectangular and made out of natural or synthetic fibers or any combination thereof, not specifically fitted or designed for a unique purpose such as for a, vehicle, RV or structure, which is allowed as a temporary cover.

Temporary Housing shall mean any tent, trailer, mobile home, or any other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utility system on the same premises for more than thirty (30) consecutive days.

Undefined Words. Words not specifically defined in this ordinance shall have the common definition set forth in a standard dictionary.

Unit shall mean a room or group of rooms located within a building forming a single habitable or business unit or any other part of a premise controlled by an owner, occupant, or operator distinct from that part controlled by another.

Vegetation Management Plan shall mean a written approved plan specific to management of the native vegetation on a parcel which contains a map of the area upon which native vegetation or in combination with an eco-grass short no mow mix, may exceed eight (8) inches in height, a statement of intent for either an active and/or passive restoration, a plan view of the property and plantings including a general narrative description of the vegetation types, and plant succession schedule if turf grass is to remain present, with the specific timelines for management and maintenance techniques to be employed.

Vehicle shall mean a self-propelled device that is required to be licensed by the Wisconsin Department of Transportation to be independently operated on a public roadway.

Yard, rear, side or street shall mean as defined in the Zoning code.

Section III: That Section 21.03 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.03 RESPONSIBILITIES OF OWNERS AND OCCUPANTS

(1) No owner shall occupy or let to another individual any premise or premise unit unless it is clean, sanitary, has any outstanding violations remedied or has provided written legal disclosure to, and acknowledged by the tenant, and is in compliance with all applicable legal requirements of the State of Wisconsin Statute 704, and Administrative Code ATCP 134 and the City of Stevens Point Municipal Code of ordinances.

(2) Every owner of a premise or premise units shall maintain in a clean and sanitary condition the interior and exterior shared or public areas.

(3) Every owner or occupant of a premise or premise unit shall maintain the interior and exterior in a clean and sanitary condition that part or those parts of the premise or premise unit that he occupies and controls.

(4) Every owner or occupant of a premise or premise unit shall store and dispose of all rubbish in a clean, sanitary and safe manner. Recyclable and refuse containers shall be stored with their lids closed and shall not impede any exit from the structure. Recyclables and refuse items shall not be stored outside of the containers. Recyclable and refuse containers shall not be stored between a public right-of-way and the *nearest plane* of a dwelling that faces such right-of-way (excluding porches, stoops, landings, access ramps, decks, or other similar improvements) unless:

a) such right-of-way is an alley;

b) the containers are placed out for purposes of collection no sooner than the day before collection and the end of the day after collection; or

c) if in order to comply with (4) above, the owner or occupant would be required to store the containers in a garage or to transport the containers more than five (5) feet over a grassed area because a garage is the nearest plane of the dwelling. Under these circumstances, the containers may be stored directly in front of the garage and stacked no more than two containers deep at any one location.

(5) Every rental dwelling unit shall have screens providing ventilation and storm or thermal windows in season, typically April 15 – October 15. Once installed, in any one season, the screens, storms, and thermal windows become the responsibility of the occupant.

(6) 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 Code Official may require a Compliance Plan for larger or more complex infestations.

(7) No owner or occupant of a premise or premise unit shall accumulate rubbish, trash boxes, lumber, scrap metal, appliances, vehicle parts, tires, dilapidated or inoperable items, or any other material or furniture designed for interior use on the premises such that 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. Bulk wood storage shall be adequately supported or stacked so as not to pose a hazard to person or property, and shall not be placed within any accessory structure setback areas, with an exception for up to one face cord of wood for personal use may be stored adjacent to the primary dwelling. This section shall not apply to properties with an active building permit.

(8) No person shall store, place or allow conditions or materials that may serve as harborage for rodents or insects or store, place, or allow a nuisance condition to develop, source of filth or cause of sickness. No person shall suffer, permit or allow vegetative matter, which may provide harborage for rodents or insects or which may conceal filthy deposits or be unsightly to, incompatible with, or repugnant to neighboring residential or commercial premises. Owners shall be responsible for the maintenance of their property and of the area between the owners property line and the curb or the edge of the street or alley.

(9) Every owner or occupant of a premise unit shall keep all supplied fixtures and facilities therein in a clean, sanitary, orderly and operable condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

(10) In every dwelling unit, when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least 67 degrees F. shall be maintained in all habitable rooms, bathrooms, and water closet compartments at a distance of eighteen (18) inches above the floor level.

(11) Parking of vehicles licensed for use on a public roadway shall be provided as indicated in this Code for one and two family dwellings, or as otherwise outlined in the Zoning Code. *Recreational Vehicle* (RVs) parking and storage is permitted off of an approved hard surface in residential zoning districts provided the following conditions are met:

a) No more than three (3) RVs can be parked on a residential lot outside of a building off of an approved hard surface as defined in the Zoning Code.

b) RVs cannot be stored in the front yard, they must be stored at or beyond the front plane of the primary structure.

1. **Exception:** Any property not on an alleyway, which does not have at least a 10' clear span width between buildings, or buildings and property lines, would be allowed to store one (1) *Recreational Vehicle* within the front yard setback area off of an approved hard surface.

c) Side or rear yard storage areas in and around RVs must be maintained free from tall grass and weeds. The RV shall be stored in such a manner to not allow for the accumulation of stagnant water.

d) RVs must be in working order and currently registered, if so required for their intended use.

e) RVs shall not be used for living purposes (camping) while on the premises for a period of more than 30 days annually, either consecutively or cumulatively.

f) All RVs must be operational, maintained in a good state of repair.

g) RV's may be stored on vacant residential lot only if it is adjacent to a lot with a dwelling and is under the same ownership, creating a single zoning lot for the purposes of this section.

(12) No owner, operator, or occupant of a building, building unit, or premise shall without written approval from the City of Stevens Point suffer, permit, or allow any noise tending to unreasonably disturb the peace and quiet of persons in the vicinity thereof unless the making and continuing of the same cannot be prevented and is necessary for the protection or preservation of property or the health, safety, life or limb of some person. No such person shall suffer permit, or allow any loud, excessive or unusual noise in the operation or use of any radio, appliance, or other mechanical or electrical device, instrument or machine, which loud or excessive or unusual noise shall disturb the comfort, quiet, or repose of persons therein or in the vicinity.

(13) No owner, operator, or occupant of a building, building unit, or premise shall suffer, permit or allow any condition which may be dangerous to young children because of their inability to appreciate peril and may reasonably be expected to attract them to premises.

(14) No owner, operator or occupant of any premises shall suffer, permit or allow noxious weeds as defined in Section 66.0407 Wisconsin Statutes being Canadian Thistle, Leafy Sprunge and Field Bindweed, poison ivy, and in addition thereto, sow thistle, burdock, ragweed, sandbur, lambsquarter, green foxtail, yellow foxtail, pigweed, and bull thistle are noxious weeds in the event such weeds grow in profusion on a premises. This shall also include any invasive plants as listed in Wisconsin Chapter NR 40. The duly appointed Weed Commissioner per State Statute sec. 66.0517 shall have all power and authority granted to order abatement of these species.

(15) No owner, operator or occupant of any premise shall suffer, permit or allow any disassembled, dismantled, junked, wrecked or inoperable and/or unlicensed motor vehicle, machinery or

trailer to be stored or allowed to remain in the open on such a premise for a period in excess of three days unless it is in connection with an automotive sales and repair business located in a properly zoned area. Vehicles, machinery or trailers for which lawful operation upon a public highway requires display of current license or registration must, in addition to being licensed and/or registered, display that valid license or registration.

(16) No electrical wiring, equipment, or devices shall be in dangerous or unsafe condition or defective or of inadequate capacity to provide safe conditions.

(17) The weights and measures prescribed by the laws of the State of Wisconsin and particularly Chapter 98 of the State Statutes and Chapter AG 53 from the Department of
Agriculture, Wisconsin Administrative Code, are hereby declared to be the standard weights and measures of the City of Stevens Point.

(18) Lawn Maintenance. The owner of any property within the City shall maintain their lawn, grasses and weeds, to a length not to exceed eight (8) inches. If a property is found to exceed this height standard or is determined to be a public nuisance by the Code Official, a notice shall be served to the property owner giving them a minimum of 7 days from the date the notice is mailed, to correct. If the nuisance is not corrected after that time period, upon re-inspection the City shall have it abated by City or contracted staff and the actual costs for abatement, plus any applicable municipal service fees shall be charged to the owner. Properties exempt from these requirements shall be the following:

a) Any properties which have been deemed by the Code Official as undeveloped (the property has no dwelling on it or does not constitute a zoning lot and/or can be further subdivided) or agricultural parcels. These properties would only be required to maintain the area within the road right of way up to and including three (3) feet beyond the edge of public rights of way, in addition to any applicable vision triangle requirements per the Zoning code.

b) If a property owner has submitted a Vegetation Management Plan and received approval from the Code Official for a Native Lawn. Those properties would be exempt from these provisions, so long as they are in compliance with the approved Vegetation Management Plan, are maintaining vegetative growth along adjoining neighboring property lines, and any applicable conditions within the approved plan.

(19) Storage of Outdoor Implements. These types of items maybe be stored anywhere outside a structure and on any surface, but they must be operational and in good working order. There may not be more than three (3) of any one general type of outdoor implement per dwelling unit for residentially zoned properties.

Section IV: That Section 21.04 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.04 MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES. No person shall occupy as owner, occupant, or let to another for occupancy, any dwelling or dwelling unit, for the purposes of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

(1) Every dwelling unit having a kitchen or kitchenette shall be equipped with the following:

a) A kitchen sink in good working condition and properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.

b) Cabinets and/or shelves for the storage of eating, drinking, cooking equipment, and utensils and of food that does not, under ordinary summer conditions, require refrigeration for safekeeping; and a counter or table for food preparation; said cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.

c) A stove, or similar device, for cooking food and a refrigerator, or similar device, for the safe storage of food at temperatures less than 50°F, but more than 32° under ordinary summer conditions, which are properly installed with all necessary connections for safe, sanitary and efficient operation; provided that such stove, refrigerator, and/or similar devices need not be installed when a dwelling unit is not occupied and when the occupant is expected to provide same on occupancy, and that sufficient space and adequate connections for the safe and efficient installation and operation of said stove, refrigerator, and/or similar devices are provided.

(2) Within every dwelling unit there shall be an enclosed room which affords privacy to anyone within said room and which is supplied with a flush water closet in good working condition and within every dwelling unit let to another, there shall be such closet for each eight (8) persons or fraction thereof. Said flush water closet shall be equipped with easily cleanable surfaces, and shall be connected both to a water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly, and to a sewer system which is approved by the appropriate authority.

(3) Within every dwelling unit there shall be a lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be placed in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition and properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated water under pressure, and which is connected to a sewer system approved by the appropriate authority.

(4) Within every dwelling unit there shall be a room which affords privacy to a person within said room and which is equipped with a bathtub or shower in good working condition.
Said bathtub or shower may be in the same room as the flush water closet or in another room and shall be properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated water under pressure, and which is connected to a sewer system approved by the appropriate authority.

(5) Every dwelling unit shall have access to two (2) or more approved means of egress, or as required by the laws of this State and the City of Stevens Point.

(6) Structurally sound graspable handrails shall be provided on any steps containing five (5) risers or more. If steps are not enclosed, handrails and balusters spaced no greater than nine (9) inches apart shall be provided. Porches and/or balconies located more than three (3) feet higher than the adjacent area shall have structurally sound protective handrails thirty (30) to thirty-six (36) inches high and, if unenclosed, balusters spaced no greater than six (6) inches apart shall also be provided. Alternate systems providing at least the same degree of protection, if approved by the appropriate authority, shall be acceptable.

(7) Access to or egress from each dwelling unit shall be provided without passing through any other dwelling or dwelling unit.

(8) No person shall let to another for occupancy any dwelling or dwelling unit unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices.

Section V: That Section 21.05 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.05 MINIMUM STANDARDS FOR LIGHT AND VENTILATION. No person shall occupy as owner, occupant, or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the requirements of this section.

(1) Every habitable room shall have at least one window or skylight facing outdoors provided that if connected to a room or area used seasonally, (e.g. porch) then adequate daylight must be possible through this interconnection. The minimum total window or skylight area, measured between stops, for every habitable room shall be at least eight (8) percent of the floor area of such room but if light-obstruction structures are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area.

(2) Every habitable room shall have at least one (1) window or skylight facing directly outdoors which can be opened easily, or such other device as will ventilate the room adequately, provided that if connected to a room or area used seasonally, then adequate ventilation must be possible through this interconnection. The total of openable window or skylight area in every habitable room shall be equal to at least forty-five (45%) percent of the minimum window area size or minimum skylight type of window size, as required in Subsection 21.05(1) of this Ordinance, except where there is supplied some other device affording adequate ventilation and approved by the appropriate authority.

(3) Every bathroom and water closet compartment and room used for food preparation shall comply with the light and ventilation requirement for habitable rooms contained in subsections 21.05(1) and 21.05(2) of this ordinance, except that no window or skylight shall be required in such rooms if they are equipped with a ventilation system in working condition which is approved by the appropriate authority.

(4) Where there is usable electric service readily available, either via a public utility or through on-site power generation from natural renewable sources, every dwelling unit and all public and common areas shall be supplied with electric service, outlets, and fixtures which shall be properly installed, maintained in good safe working condition and connected to a source of electric power in a manner

prescribed by the ordinances, rules, and regulations of the City of Stevens Point. The minimum fixtures shall be as follows:

a) Floor or wall type electrical outlets:

i. Kitchen - one floor or wall type electrical outlet for each sixty (60) square feet or fraction thereof of total floor area in no case less than two (2) such outlets;

ii. Bedroom - one floor or wall type electrical outlet for the first 99 square feet or fraction thereof and an additional outlet for each additional 50 square feet or fraction thereof;

iii. Living room, Dining room, Bathroom, Water closet compartment, Utility room, and Workshop - one floor or wall type electrical outlet for each room.

b) Electric light fixtures - every bathroom water closet compartment, kitchen, kitchenette, laundry room, furnace room, utility room, foyer, communicating corridor, and interior stairway, shall contain at least one electric light fixture with convenient switches or equivalent devices for turning on one light in each room or passageway located so as to permit the area ahead to be lighted.

(5) Every public hall and stairway in every multiple dwelling containing more than four units shall be adequately lighted by natural or electric light at all times. Every public hall and stairway in structures containing not more than four (4) dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of full-time lighting.

Section VI: That Section 21.06 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.06 MINIMUM THERMAL STANDARDS. No person shall occupy as owner, occupant, or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

(1) Every dwelling shall have heating facilities which are properly installed and are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms, bathrooms, and water closet compartments in every dwelling unit located therein to a temperature of at least 67 degrees Fahrenheit at a distance of eighteen (18) inches above floor level under ordinary winter conditions.

(2) No owner or occupant shall install, operate, or use a means of heating by employing a flame that is not vented outside the structure in an approved manner.

Section VII: That Section 21.07 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.07 GENERAL REQUIREMENTS RELATING TO SAFE AND SANITARY MAINTENANCE OF PREMISES. No person shall occupy as owner, occupant, or let to another for occupancy, a premise or premise unit which

does not comply with requirements of the Wisconsin Statutes and Administrative Code regarding safe and sanitary maintenance of parts of buildings and with the following requirements:

(1) General. The exterior of every structure or accessory structure including fences shall be structurally sound and maintained in good repair. The same shall be maintained free of broken glass, loose shingles or siding, crumbling stone or brick, excessive peeling paint or other condition reflective of deterioration or inadequate maintenance to the end that the property itself may be preserved, safety and fire hazards eliminated, and adjoining properties protected from blighting influences. No building shall be so unsanitary or otherwise unfit for human occupancy, habitation, or dilapidated or blighted to the extent where windows, doors, or other openings or plumbing or heating fixtures or facilities or appurtenances of such building, dwelling or structure are either damaged, destroyed, in a state of disrepair or removed so that such building, dwelling or structure offends the aesthetic character of the immediate neighborhood or produces blight or deterioration by reason of such condition.

(2) Building Maintenance and Weather-Proofing.

a) Exterior; every foundation, roof, exterior wall, door, skylight and window shall be reasonably weathertight, watertight, and shall be kept in sound condition and good repair. Exterior brick or stone joints shall be tight fitting and mortar joints maintained to avoid excessive cracks or deterioration. All exterior wood surfaces, other than decay-resistant or treated woods, shall be protected from the elements and decay by paint, stain, or other protective coverings or treatments. A tarp or similar type material may only be used as a temporary protective treatment for up to 90 days.

b) Interior; floors, walls, windows and ceilings shall be in sound condition and good repair, free of trip hazards, and walls shall be capable of affording privacy for the occupants.

c) The interior of a structure shall be kept such that it prevents undue moisture from entering into, or accumulating within the structure, and is able to maintain indoor humidity levels below that which may promote regularly occurring visible mold growth.

(3) Pest-Proof. Every premise shall be maintained in a condition free of nuisance animals and insects including, but not limited to, rodents, cockroaches, bed bugs, and birds. Every window, exterior door and hatchway or similar device and every wall, foundation wall, roof, mechanical attachments and vents shall be pest-proof and reasonably watertight and shall be kept in working condition and good repair.

a) During that portion of the year when there is a need for protection against mosquitoes, flies, and other flying insects, every door opening directly from a unit to outside space shall have supplied properly-fitting screens having at least sixteen (16) mesh and self-closing devices and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens.

b) Every window located at or near ground level used or intended to be used for ventilation shall be lockable from the inside and every other opening located at or

near ground level which might provide an entry for rodents shall be supplied with an adequate fitting screen or such other devices as will effectively prevent their entrance.

(4) Structural Integrity. Every foundation, roof, floor, exterior and interior wall, ceiling, inside and outside stair, every porch, and every appurtenance thereto shall be safe to use and capable of supporting the loads that normal use may cause to be placed thereon and shall
be kept in sound condition and good repair. Every inside and outside sitar or step shall have uniform treads. No structural members of any building or structure shall be of less than safe strength as determined by the Code Official. Floors shall not be loaded beyond its load bearing capacity as determined by the State Building Code.

(5) Plumbing. Every plumbing fixture and all water and waste pipes shall be properly installed and maintained in good sanitary working condition. No owner, operator, or occupant of any premises shall permit or allow to remain any connection of roof leaders, surface drains, foundation footing drains, or any other clear water drains to a building or sewer or drain which discharges into a sanitary sewer or private sewage treatment plant. Cross connections are prohibited. Connection to the potable water supply system of any fixture or installation creating a backflow or back-siphonage hazard without backflow or back-siphonage is prohibited.

a) Every water closet compartment, bathroom, and kitchen floor surface shall be constructed and maintained so as to be reasonably impervious to water and to permit such floor to be easily kept in a clean and sanitary condition.

b) Every plumbing fixture and pipe, every chimney, flue, and smoke pipe, and every other facility, piece of equipment, or utility which is present in a building or building unit, or which is required under this ordinance, shall be constructed and installed in conformance with the appropriate statutes, ordinances, and regulations of the City of Stevens Point and the State of Wisconsin.

(6) Electrical. No electrical wiring, equipment, or devices shall be in dangerous or unsafe condition or defective or of inadequate capacity to provide safe conditions. Extension type cords shall not be used for permanent wiring, or for running through doors, windows, cabinets, across a walkway, or concealed within walls, floors, or ceilings.

(7) Removal. Any building which is deemed a public nuisance or unsafe, shall be placarded as such and notice sent to the owner of record. If the situation is not remedied within 30 days, or the owner is unresponsive or unknown, a raze order may be sought under Wisconsin Statues 66.0413.

(8) Site Drainage. Every premise shall be graded, drained, free of standing water and maintained in a clean, sanitary, and safe condition. Clear water drainage shall be to a
terminal designated and approved by the City, and shall not be a channelized unfettered discharge of stormwater directly onto a neighboring property. All premises with discharge, either existing or anticipated by reason of proposed site alteration as determined by the City, unlike that discharging from the premises in its natural condition, shall be provided with storm drainage facilities to the standards of the City including, but not limited to, specifications in “City of Stevens Point Storm Water Guidelines”.

(9) Erosion. All premises with a rate of soil erosion, either existing or anticipated by reason of land disturbances as determined by the City, in excess of soil loss tolerance established by the U.S.D.A. Soil Conservation Service.

(10) Fencing. All fences provided by the owner or agent on the premise and/or all fences erected or caused to be erected by an occupant shall be constructed of manufactured metal fencing material, wood, masonry, or other inert material. Such fences shall be maintained in good condition and in general are vertically plumb in nature. All wood materials, other than decay-resistant or pressure treated woods shall be protected against decay by use of paint or other preservative. The permissible height and other characteristics of all fences shall conform to the appropriate statutes, ordinances, and regulations of the City of Stevens Point and the State of Wisconsin. Wherever any egress from the premise opens into the fenced area, there shall be a means of egress from the premise to any public way adjacent thereto.

(11) No owner, operator, or occupant shall cause any service, facility, equipment, or utility which is required under this ordinance to be removed of shut-off from or discontinued for any occupied dwelling or dwelling unit let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in progress or during temporary emergencies when discontinuance of service is approved by the appropriate authority.

(12) All construction and materials, ways and means of egress, and installation and use of equipment shall conform with the appropriate statutes, ordinances, and regulations dealing with fire protection of the City of Stevens Point and the State of Wisconsin.

(13) No person shall construct, erect, maintain, or permit any vault, subterranean storage area, entrance or opening thereto in any public highway, roadway, or sidewalk without the express written consent of the City of Stevens Point. This provision shall not affect the installation of utilities by a public utility which may be governed by other ordinances.

(14) No person shall permit the continued maintenance of any fuel oil fill pipe or stand pipe if the fuel tank located in the improvement has been rendered inoperable, removed, or discontinued. Such stand pipe or fill pipe shall be rendered inoperable through the installation of an impermeable material such as concrete.

Section VIII: That Section 21.08 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.08 MAXIMUM DENSITY, MINIMUM SPACE, USE AND LOCATION REQUIREMENTS. No person shall occupy or let to be occupied any dwelling or dwelling unit for the purpose of living therein unless there is compliance with the requirements of this section.

(1) The maximum occupancy of any dwelling shall not exceed any of the following requirements (Note: see the definition of *Family* which is regulated and defined in the Zoning Code, and may be more restrictive as to total occupancy):

a) For each occupant at least one hundred twenty five (125) square feet of floor space, the floor space to be calculated on the basis of total habitable room area.

b) Parking shall be provided as indicated in the Zoning Code.

(2) Ceiling height requirement for habitable rooms including bathrooms, water closet compartments, stair/hall ways and areas used for food preparation shall be as follows;

a) The ceiling height of any in dwellings constructed after 1980, or if the use or structure was altered after 1980, shall comply with the Building Code in place at the time of construction or alteration.

b) The ceiling height for habitable rooms in dwellings constructed prior to 1980, either through permit verification or assumption in absence of records, shall have a minimum clear flush ceiling height of six feet-four inches (6'-4") provided there are no protrusions anywhere below that point on the ceiling including any beams, girders, ducts, light fixtures, fans and similar obstructions. If any of these conditions exist, then a ceiling height of at least seven (7') feet is required, with a minimum clear height of six feet-four inches (6'-4") under beams, girders, ducts, light fixtures, fans, doorways, and similar obstructions.

c) Habitable rooms under all, or a portion of, a sloping ceiling shall meet the minimum ceiling height requirement as described above, for not less than one third (1/3) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of five feet (5') shall be included.

(3) No space located partially below grade shall be approved for use as a habitable room of a dwelling unit unless:

a) The floor and those portions of the walls are constructed such that they prevent undue moisture from entering into, or accumulating within the dwelling unit, and is able to maintain healthy indoor humidity levels below that which may promote regularly occurring visible mold growth.

b) The minimum window area is equal to at least that required in subsection 21.05(1) and such window area is located entirely above the grade of the ground adjoining such window area, or if windows are located wholly or partly below grade there be constructed a properly drained window well whose open space is equal to or greater than the area of the masonry opening for the window; the bottom of the window well is below the top of the impervious masonry construction under the window and the minimum horizontal distance at a right angle from any point of the window well is equal to or greater than the vertical depth of the window well as measured from the bottom of the masonry opening of the window.

c) The total openable window area in each room is equal to at least the minimum as required under subsection 21.05 (2) of this ordinance, except where some other approved devices affording adequate ventilation and humidity control are supplied.

d) There are no pipes, ducts, or other obstructions less than six feet four inches (6'4") above the floor level which interfere with the normal use of the room or area.

(4) No space located more than four (4) feet below grade shall be used as a habitable room of a dwelling unit, or let to another, unless proper egress is provided.

(5) In every dwelling unit of two (2) or more rooms, every room occupied for sleeping purposes shall contain at least seventy (70) square feet of sleeping room space for the first occupant eighteen years of age or older, and at least fifty (50) square feet of floor space for each additional occupant thereof eighteen years of age or older. In every dwelling unit of two (2) or more rooms occupied by a family related by blood or marriage, every room occupied for sleeping purposes shall contain at least fifty (50) square feet of floor space for each occupant less than eighteen years of age. If the largest room occupied for sleeping purposes in each dwelling unit of two (2) or more rooms occupied by a family is less than the above standards, that room shall have a minimum occupancy of two persons regardless of the room size for the purposes of calculating occupancy. Occupancy greater than two shall conform to the standards contained in this ordinance. Every room used for sleeping purposes shall have immediate passage to at least four (4) square feet of floor-to-ceiling height closet space for personal effects of each permissible occupant; if it is lacking, in whole or in part, an amount of space equal in square footage to the deficiency shall be subtracted from the area of sleeping room space used in determining permissible occupancy.

(6) No dwelling or dwelling unit containing two (2) or more sleeping rooms shall have such room arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than one (1) sleeping room can be had only by going through another sleeping room, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement, or cellar or to the exterior of the dwelling unit.

(7) Minor modifications or modifications with conditions to the requirements of this section may be approved by the Code Official after taking into account such factors as general intent of the Code, total lot size, size of the unit and sleeping rooms, number of units in the building, compatibility with the surrounding uses, and other factors necessary to protect the public health and safety.

Section IX: That Section 21.09 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.09 ADOPTION OF PLANS OF INSPECTION BY THE CODE OFFICIAL. The Code Official is hereby authorized and directed to develop and adopt plans, policies and procedures for the inspection of premises subject to the provisions of this ordinance and applicable State law.

Section X: That Section 21.10 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.10 INSPECTION: POWERS AND DUTIES OF THE CODE OFFICIAL.

(1) The Code Official shall enforce the provisions of this ordinance and is hereby authorized and directed to make inspections pursuant to one (1) or more of the plans for inspection authorized by subsection 21.09 in response to a complaint that an alleged violation of the provisions of this ordinance or of applicable rules or regulations pursuant thereto may exist or when the Code Official has valid reason to believe that a violation of this ordinance or any rules and regulations pursuant thereto has been or is being committed.

(2) The Code Official is hereby authorized to enter and inspect all premises subject to the provisions of this ordinance for the purpose of determining whether there is compliance with its provisions. In the case of dwellings where the owner of record is not the individual residing there, the Inspector may enter by invitation of a valid leaseholder tenant.

(3) The Code Official and the owner, occupant, leaseholder or other person in charge of a premise subject to this ordinance may agree to an inspection by appointment.

(4) The owner, occupant, tenant or other person in charge of a premise, upon presentation of proper identification by the Code Official and a copy of any relevant plan of inspection pursuant to which entry is sought, shall give the Code Official entry and free access to every part of the premise surrounding any of these.

(5) The Code Official shall keep confidential any personal information or complaint source information as anonymous, if specifically so requested, to the extent allowable under State or Federal law.

(6) If any owner, occupant, or other person fails or refuses to permit free access and entry to the structure or premise under his control, or any part thereof, with respect to which an inspection authorized by this ordinance is sought to be made, the Code Official may, upon a showing that probable cause exists for the inspection and for the issuance of an order directing compliance with the inspection requirements, petition and obtain such order from a court of competent jurisdiction.

a) When required, the Code Official shall obtain a warrant to inspect.

b) Any person who refuses to comply with an order issued pursuant to this section shall be subject to such penalties as may be authorized by law for violation of a court order.

Section XI: That Section 21.12 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.12 INTERPRETATION, POLICIES AND PROCEDURES. The Code Official is hereby authorized to interpret, enact policies and procedures, as they deem necessary to aid in the carrying out of the purpose and intent of this ordinance.

Section XII: That Section 21.12 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.13 NOTICE OF VIOLATION.

(1) Whenever the Code Official determines that any premise or premise unit fails to meet the requirements set forth in this ordinance or in applicable rules and regulations issued pursuant thereto, except for provisions regulating exterior premises, he may issue a notice setting forth the alleged violations of this ordinance and advise the owner, occupant, operator, or agent that such violations must not exist. This notice may:

a) Be in writing.

b) Set forth the alleged violations of this ordinance or of applicable rules and regulations issued pursuant thereto.

(i) In conjunction with the notice of violation the Code Official may request a Compliance Plan which utilizes Best Management Practices for code violations which may be more complex, or require identification of causes related to the violation(s), followed with a systemic approach to available remedies, in conjunction with specific outcomes and timelines toward each compliance milestone. The Compliance Plan, upon approval by the Code Official, would be integrated into and become part of the enforcement order, including the cumulative compliance timelines outlined therein.

(c) Identify the physical location of the dwelling, dwelling unit, or parcel where the violations are alleged to exist or to have been committed.

(d) Provide a reasonable time for correction, depending on the corrective measures necessary to remedy said violations, taking into account delivery times for the notice type. This will vary depending on the type and complexity of violation, degree of nuisance and impact to the general public. If the violation constitutes an imminent hazard or is a public nuisance, the Code Official may cause immediate abatement to occur without notice.

(e) Notify the owner, occupant, operator, or agent of the premise or premise unit responsible for compliance with the alleged violation personally or by certified mail addressed to the last known place of residence of the owner, occupant, operator, or agent. Notification may be made upon such person or persons by posting a notice in or about the premise or premise unit described in the notice, or by causing such notice to be published in a newspaper of general circulation as a Class 2 notice; or by notifying the person's agent of record. Posting of this notice on the premises is deemed notice to any person making use of such building or premise within two (2) years after date of posting.

(f) Any of these aforementioned methods of serving notice shall constitute an order requiring that the then existing violations of this ordinance or of any applicable existing rules or regulations issued pursuant thereto, shall be brought into code compliance after a reasonable time period is allowed for correction, if the person served with such notice does not request a reconsideration or petition for a hearing on the matter in the manner hereinafter provided.

i. If a notice is given it shall constitute an order requiring that the then existing violations of this ordinance, or of applicable existing rules or regulations issued pursuant thereto, shall not exist after a reasonable time allowed if the person served with such notice does not request a reconsideration or petition for a hearing on the matter in the manner herein provided. If the same ordinance violation occurs within six months of the original notice and order being sent and remedied, the City shall not be required to serve a second notice for the same violation within six months of the first notice being sent and remedied, unless the property ownership has changed within that six month period. If the violation is observed to continue or reoccur within this six month time period, a notice with the applicable service fee(s) included shall be delivered to the property owner as outlined below.

1. A service charge and/or citation in the amount indicated in the most recently Common Council adopted Department of Community Development Fee Schedule, shall be levied against the property owner for the inspection and preparation of any notice and order for correcting violations, or for the investigation of a valid complaint. In the event corrective action is not taken within the designated time for compliance, any subsequent notice or order given to a property for successive violations of any provision of this Ordinance shall have a service charge levied against the property owner in the amount indicated in the most recently Common Council adopted Department of Community Development Fee Schedule.

(3) The Code Official, after the expiration of time granted the person given such notice to seek reconsideration or a hearing in the manner hereinafter provided by this ordinance or after a final decision adverse to such person served has been rendered by the Administrative Appeals Board or by a court of competent jurisdiction to which an appeal has been taken, may cause the notice to be recorded in the Office of the Register of Deeds for Portage County, Wisconsin. All subsequent transferees of the premise or premise unit in connection with which a notice has been so recorded shall be deemed to have notice of the violations alleged and shall be liable to all penalties and procedures provided by this ordinance and by applicable rules and regulations issued pursuant thereto to the same degree as was their transferor.

Section XIII: That Section 21.14 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.14 PENALTIES. Any owner, occupant, operator, or agent of a building or premise or any person making use of a premise who fails to conform with, or who violates the provisions of this Ordinance shall be subject to a citation as outlined in the most recently adopted bond schedule, for each offense together with the costs of prosecution and in lieu of payment of the fine and costs, imprisonment in the County Jail not exceeding 30 days. Each day that the violation exists shall constitute a separate offense.

Section XIV: That Section 21.15 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.15 REPAIRS AND OTHER CORRECTIVE ACTIONS.

(1) Public Nuisances to be Abated.

a) No person may maintain or permit a public nuisance within the City.

b) The Common Council determines that a nuisance is unreasonable activity, lack of maintenance or use of property that interferes substantially with the comfortable enjoyment of life, health, or safety of another or others. General criteria for a public nuisance are as follows:

i. The number of people affected or the impact on the health, safety and welfare of the general public;

ii. The location of the operation, nuisance or property;

iii. The decrease of surrounding property values, degree of blight or character of the injury inflicted or the right impinged upon;

iv. The reasonableness of the use of, or on the property;

v. The nature of the issue(s) of concern which are being maintained on the property;

vi. The proximity of surrounding dwellings to the issue(s) of concern; and

vii. The nature and type of impact on the surroundings, general public or community.

viii. A continued on-going violation of this ordinance, or as outlined in Chapter 823 of the Wisconsin State Statutes.

Repeated violations of an ordinance constitutes a public nuisance as a matter of law.

c) Responsibility of Enforcement; Inspections.

i. It shall be the duty of the City Code Official to make, or cause to be made, periodic inspections or inspections upon complaint of nuisances defined in subdivision B. above.

ii. Upon failure of the Owner whom was served with a notice of non-compliance, or an order to abate, for imminent health and/or safety related items, not corrected within the time period given, the Code Official shall post on the structure a placard bearing the words Unfit for Habitation/Occupancy.

d) Summary Abatement.

i. Order of Abatement. If the Code Official determines that a public nuisance exists within the City and that there is imminent danger to the public health, safety, peace, comfort or welfare, he/she may, without notice or hearing, issue an order reciting the existence of a public nuisance constituting imminent danger to the public and requiring immediate action be taken as he/she deems necessary to abate the nuisance. Notwithstanding any other provisions of this subsection, the order shall be effective immediately. Any person to whom such order is directed shall comply with the order immediately.

ii. Abatement by the City. Whenever the owner or occupant shall refuse or neglect to remove or abate the condition described in the order, the Code Official shall, in his/her direction, enter upon the premises and cause the nuisance to be removed or abated and the City shall recover the expenses incurred thereby from the owner or occupant of the premises or from the person who has caused or permitted the nuisance.

e) Nonsummary Abatement.

i. Order to Abate Nuisance. If the Code Official determines that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten imminent danger to the public health, safety, peace, comfort or welfare, he/she shall issue an order reciting the existence of a public nuisance and requiring the owner or occupant of the premises to remove or abate the condition described in the order within the time period specified therein. The order shall be served personally on the owner of the property, and/or the occupant if different from the owner and applicable to the described nuisances, or, at the option of the Code Official, the notice may be mailed to the last known address of the person to be served by registered mail with return receipt. If the owner or the occupant cannot be served, the order may be served by posting it on the main entrance of the premises and by publishing as a class 3 notice under W.S.A. Chapter 985. The time limit specified in the order runs from the date of service or publication.

ii. Abatement by the City. If the owner or occupant fails or refuses to comply within the time period described, the Code Official may enter upon the premises and cause the nuisance to be removed or abated and the City shall recover the expenses incurred thereby from the owner or occupant of the premises or from the person who has caused or permitted the nuisance.

iii. Remedy from Order. Administrative Appeals Board shall have no authority to act on orders issued under this subsection. Any person affected by orders issued under this subsection shall, within thirty (30) days of service or publication of the order, apply to the circuit court for an order restraining the City and the Code Official from entering on the premises and abating or removing the nuisance, or be forever barred. The court shall determine the reasonableness of the order for abatement of the nuisance.

f) Authority to Assess Costs. The cost of summary and/or non-summary abatement or removal of a nuisance shall be collected from the owner, occupant or person causing, permitting or maintaining the nuisance and, if notice to abate the nuisance, if applicable, has been given to the owner, such cost, including all applicable service fees shall be assessed against the real estate as a special charge. Failure to pay any of these related charges within thirty (30) days will result in the charges being entered on the tax roll as a special charge against said property pursuant to the provisions of Section 66.0627 of the Wisconsin Statutes for collection and settlement under Chapter 74 of the Wisconsin Statutes.

g) Abatement in Accordance with State Law. Nothing in this article shall be construed as prohibiting the abatement of public nuisances by the City or its officials in accordance with the laws of the state.

h) Severability. The provisions of any part of this section are severable. If any provision or subsection hereof or the application hereof to any person or circumstances is held invalid, the other provisions, subsections and applications of such ordinance to other persons or circumstances shall not be

affected thereby. It is declared to be the intent of this section that the same would have been adopted had such invalid provisions, if any, not been included herein.

(2) As an alternative curative method, whenever an owner, operator, or agent of a premise or premise unit fails, neglects, or refuses to make repairs, raze or remove, make safe by repairs or other corrective action called for, the Code Official may undertake such repairs or action. If the owner fails to repair or remove a building which is dilapidated or blighted to the extent that such building, dwelling, or structure offends the aesthetic character of the immediate neighborhood or produces blight or deterioration by reason of such condition, the Code Official may apply to the circuit court for an order determining that such building, dwelling, or structure constitutes a public nuisance and the defect shall be remedied. Every violation of this code is a public nuisance and may be enjoined and the maintenance thereof may be abated at suit of the City of Stevens Point, the State, or citizen thereof.

(3) Whenever an owner, operator, or agent of a premise or premise unit fails, neglects, or refuses to make repairs, raze or remove, make safe by repairs or other corrective action called for, the Code Official may undertake such repairs or action when in the Code Official's judgment a failure to make them will endanger the public health, safety, or welfare. If the owner fails to repair or remove a building which is dilapidated or blighted to the extent that such building, dwelling, or structure offends the aesthetic character of the immediate neighborhood or produces blight or deterioration by reason of such condition, the Code Official may apply to the circuit court for an order determining that such building, dwelling, or structure constitutes a public nuisance and the defect shall be remedied. Every violation of this code is a public nuisance and may be enjoined and the maintenance thereof may be abated at suit of the City of Stevens Point, the State, or any citizen thereof.

(4) Notice of intention to make repairs or take other corrective action shall be served upon the owner, operator, or agent pursuant to section 21.13.

(5) Every owner, operator, or agent of a premise or premise unit who has received notice of the intention of the Code Official to make repairs or take other corrective action shall give entry and free access to the agent of the Code Official for the purpose of making such repairs. Any owner, operator, or agent of a dwelling or dwelling unit who refuses, impedes, interferes with, hinders, or obstructs entry by such agent pursuant to a notice of intention to make repairs or take other corrective action shall be subject to a civil penalty of One Hundred Dollars ($100.00) and/or a municipal citation for each such failure to comply with this section.

(6) When repairs or abatement are made or other corrective action taken at the direction of the Code Official and the owner, operator, or occupant fails to pay for the expense of such repairs, cost of such repairs and corrective action shall be levied and collected as a special charge or special tax upon the lot or land upon which such work is done.

Section XV: That Section 21.16 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.16 APPLICATIONS FOR RECONSIDERATION, HEARINGS, APPEALS OR SPECIAL EXCEPTIONS.

(1) Hearings.

a) Except as otherwise provided, any person aggrieved by a notice of the Code Official issued in connection with any alleged violation of the provisions of this ordinance or of any applicable rules and regulations pursuant thereto or by any order requiring repair, abatement or demolition pursuant to this ordinance, may file with the Administrative Appeals Board the City of Stevens Point a petition setting forth his reasons for contesting the notice or order within thirty (30) days from the date that the orders were sent.

(2) Any person aggrieved by the final decision of the Administrative Appeals Board of the City of Stevens Point may obtain judicial review by filing in a court of competent jurisdiction within thirty (30) days of the announcement of such decision a petition praying that the decision be set aside in whole or in part. A copy of each petition so filed shall be forthwith transmitted to the Administrative Appeals Board which shall file in a court a record of the
proceedings upon which it based it's decision. Upon the filing of such record, the court shall affirm, modify, or vacate the decision complained of in whole or in part. The findings of the Administrative Appeals Board of the City of Stevens Point with respect to questions of act shall be sustained if supported by substantial evidence on the record, considered as a whole.

(3) Where a judicial review of a decision of the Code Official is sought when such order originates under Sec. 66.0413 of the Wis. Stats., the statutory procedures shall be adhered to.

Section XVI: That Section 21.17 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.17 EMERGENCIES. Whenever, in the judgment of the Code Official, an emergency exists which requires immediate action to protect the public health, safety, or welfare, an order may be issued without notice, conference, or hearing, directing the owner, occupant, operator, or agent to take appropriate action to correct or abate the emergency. If circumstances warrant, the Code Official may act to correct the emergency.

Section XVII: That Section 21.18 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.18 CONFLICT OF ORDINANCES - EFFECT OF PARTIAL INVALIDITY.

(1) In any case where a provision of this ordinance is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the City of Stevens Point existing on the effective date of this ordinance, the provision which established the higher standard for the protection of the health and safety of the people shall prevail. In any case where a provision of this ordinance is found to be in conflict with a provision of any other ordinance or code of the City of Stevens Point existing on the effective date of this ordinance which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this ordinance shall be deemed to prevail and such other ordinances or codes are hereby declared to be repealed to the extent that they may be found in conflict with this ordinance.

(2) If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this

ordinance which shall remain in full force and effect and to this end the provisions of this ordinance are hereby declared to be severable.

Section XVIII: That Section 21.19 of the Revised Municipal Code of the City of Stevens Point shall be repealed and replaced to read as follows:

21.19 ABATEMENT OF GRAFFITI

(1) Council findings:

a) The Council finds that graffiti creates a blight condition which can result in the deterioration of property values and, unless graffiti is quickly removed, other properties may soon become targets of graffiti.

b) The Council further finds that graffiti is often associated with gang activity and that such activity is inconsistent with the Council's desire for order and safety. The Council finds that quick removal of the graffiti may assist in preventing the entrenchment of gangs, to reduce their influence and to reduce public concern.

c) The Council declares its intention to minimize the adverse effects of graffiti by quick removal.

(2) Whoever does any of the following is subject to a forfeiture of not more than $200 and in lieu of payment assessed imprisonment for not more than sixty (60) days in the county jail.

a) For any person to place graffiti on any exterior surface located on public or private property.

b) For any person to possess graffiti materials for the purpose of placing graffiti on any exterior surface located on public or private property.

c) For the owner of any property to allow graffiti to be placed on any external surface on the owner's property or to fail to remove graffiti in the time allotted.

(3) Based on observation or information received from the public, the Police Department or Inspection Department will investigate and identify graffiti. If the presence of graffiti is verified, the Inspection Department will cause the owner of the property to be notified that removal of the graffiti is required within ten (10) days.

a) If removal is not completed in the specified time, the City may arrange for abatement removal, with the costs assessed to the property owner, and the Code Official shall have the right to enter upon private property to do so**.**

(4) The following shall be exempt from the requirements of this Ordinance.

a) Train cars in transit through the City, whether moving or temporarily immobile.

b) Wall murals, yard art or other designs which are not inconsistent with other City Ordinances, authorized by the property owner, do not contain language offensive to the public, encouraging or promoting unlawful activity, or containing writing or symbols denoting gang activity or affiliation.

c) Commercial motor vehicles in transit through the City, or stopped for the purposes of loading or unloading merchandise, or otherwise parked for a period of no more than twenty four hours.

d) Drawings, paintings, or building murals created and displayed as art in a forum held or operated by an organization or government unit which is not classified under the statutory definitions as a gang, or is enclosed within a structure in which the contents are not visible from the exterior.

e) Temporary markings made for the purpose of safety, construction, sidewalk or highway maintenance, removal of diseased trees or as otherwise authorized by the head of any City Department.

Section XVIII: That this ordinance shall take effect upon passage and publication.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 13, 2022
Adopted: April 18, 2022
Published: April, 22, 2022

Drafted By: Ryan Kernosky, Director of Community Development
Return To: Kari Yenter, City Clerk

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

Memo

TO: Finance Committee

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

DATE: April 6, 2022

RE: Community Stadium, Goerke Park and KB Willett Arena Building Improvements Project

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History:
In 2008, a multi-million dollar fundraising and investment effort was led by Tim Schierl and City staff to construct the athletic turf facility within Goerke Park. At that time, larger improvements were sought but were ultimately not completed. Additionally, operational and capital pledges from the major user groups (UWSP, Stevens Point Area Public School District, and Pacelli Schools Inc.) were not able to be finalized.

The positives of that fundraising campaign resulted in a state-of-the-art turf field (at that time) being constructed from major donors which has seen increased usage each year (approximately 75,000 people annually). Additionally, a fee schedule was created which resulted in annual operational revenue for the City as well as a capital fund which contains $411,000 to replace the turf in 2022. This memo is being included today to review a <u>massive</u> opportunity which has become available for the City with the replacement of the turf and other improvements within Community Stadium, KB Willett arena and Goerke Park in 2022.

Project Approvals already completed:
The City budgeted to replace the rug (turf only) in Goerke Park in 2022. The funding for the rug has been completed and bids are currently being sought. The rug will be replaced prior to August 1, 2022.

The Bigger Opportunity for Consideration:
Community Stadium, KB Willett Arena and Goerke Park are beginning to show increased need (deteriorating condition) for larger improvements. In addition, building a larger partnership has always been at the forefront of the community users, community groups, Parks and Recreation Department and the educational institutions within the community. Tim Schierl, City staff and the project team began working on a bigger vision that could address several needs within Goerke Park while also delivering additional capital pledges, operational pledges and guaranteed user revenue for the City. In order to create the larger partnership, conversations and negotiations with major user groups took place to see if a bigger project was possible. The project team

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

will provide a power point presentation to the finance committee outlining all of the improvements, the agreement parameters and donations which will support them financially and the community needs and quality of life improvements the larger upgrades will supply.

Recommendations for Consideration:
City staff and the project team will be seeking consideration of four items at the April 11th finance committee meeting. They are as follows:

#1 – Consistent with what the City did in 2008, requesting the City to bond the 2022 project (up to $5.2 million) over 10 years with donor pledge subscription agreements for repayment. A copy of the subscription agreement for the committees to review is below.

- Please note, 100% of the pledge agreements paid in full from the 2008 project.

#2 - $220,000 from fund balance. This amount is based on a conversation with City staff from when the initial project budget was built. This amount was derived on if the Pointer Women hockey program signed an agreement to play at the KB Willett Arena and free reciprocity use of UWSP turf fields (2023 project at the university) for all City user groups was delivered in writing for the City. The project team has secured both with a Letter of Understanding with the university.

#3 - $100,000 from fund balance and/or borrowing to pay for a vestibule on east entry of Willett (currently in the capital budget for 2023).

- This solves the ice quality and safety condition problem the arena has currently.

#4 - $100,000 from fund balance and/or borrowing to pay for east side recladding to match rest of the stadium upgrades

- Without this item, the east side of the building will continue to look aged adjacent all of the new improvements being included as part of the overall project.

What elements will be covered in the slideshow at the meeting:

1. Complete turf replacement (thatched field and shock pad included)
2. Updated restrooms
3. Jumbotron video board
4. Team mascots for player entrance tunnels
5. Entry archways to recognize donors and stadium branding
6. Construction of a new team room for home teams and user groups of Community Stadium
    a. Constructing a basement for future new locker rooms as user groups increase in Community Stadium and the KB Willett Arena

City of Stevens Point
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Stevens Point, WI 54481-3594

7. Bringing a new user group, the UWSP Women's Hockey team, to the KB Willett arena for a minimum of 15 years of guaranteed additional rental and game revenue
8. Recladding (residing) the south side of the KB Willett Arena
9. Recladding the east side of the KB Willet Arena
10. Construction of a east entry way vestibule to increase ice quality
    a. Currently, the east side entrance allows warm air into facility and softens the ice.
11. Construction of a roof screen on the south side of the KB Willett
12. Recladding of the press box
13. Purchase of 1,000 chairs for outdoor commencements and community events within the stadium
14. Possible recladding of the west side stadium restrooms
15. Possible turfing of the Willett West grass multiple use field

Additionally, a complete financial picture will be presented with funds on hand, letters of understandings reached with the three major schools within the community, and pledged donations already reached.

The project team thanks the finance committee for reviewing and the consideration.

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

SUBSCRIPTION AGREEMENT

Whereas, the City of Stevens Point is the owner and operator of Goerke Park in which park is located a stadium, running track and locker rooms in the KB Willett; and

Whereas, there is a desire to improve such park with a new thatch athletic turf surface for football, soccer, lacrosse and other athletic activities, a new main level team room, a jumbotron scoreboard, entrance archways, remodeled restrooms, a remodeled Pointer women's locker room, recladding of the KB Willett south and east facade, recladding of the press box, and purchase of 1,000 chairs with turf covering for assemblies and events; and,

Whereas, the City has insufficient funds in which to complete the total project without the assistance of the private sector;

Now, therefore, the undersigned hereby desires to assist such project in a financial manner and, therefore, I subscribe and agree to contribute, and promise to pay the sum of $_____ over _____ years to the City of Stevens Point in consideration of cash subscriptions of others to the project, and the appropriation of the sum of $-------- by the City of Stevens Point for such project the amount subscribed to be used for Goerke Park improvements.

Dated: _____

_____
Signature

Name of Partner: _____
Address: _____
City: _____ State; _____
Contact person: _____
Email: _____

- Each logo/branding opportunity is for the useful life of the sponsored amenity (minimum 15 years)
- Each facility/branding opportunity is for 30 yrs of the sponsored amenity

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

- Each donor will be granted first right of refusal for any future sponsorship opportunity in Goerke Park

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
Fax: 715-346-1683

April 7, 2022

To: Finance Committee, Common Council

Subject: Funding and Financial Implications of Goerke Park, Community Stadium and KB Willett Project

First, I would like to note that this is a truly exciting project, and it is nice to see such impressive community financial support behind this project. It is certainly a unique opportunity to have this much financial partnership for a project like this. However, even good projects have financial implications, which I will outline as follows.

As Director Kremer outlined in his memo, there is a request for $420,000 in capital funding from the City. If the Finance Committee and Council choose to fund some or all of this request, the funding source would have to come from either additional capital borrowing or fund balance. It is a little early in the year to determine if we will have additional fund balance available, that will depend on how overall financial performance progresses throughout the year. Typically, toward the end of the year when we do our annual borrowing we make a determination on if there is additional fund balance available to offset some of our borrowing.

In addition, there is a request for the City to do the borrowing for the entire project, with multi-year pledges covering the debt service. This is similar to what we did for the original Goerke turf project as well as the Zenoff turf project. One item to be aware of, though, is that this is a much larger project, and we have other TIF related borrowings that may need to happen this year as well. **If all of this borrowing needs to happen this year, we could be looking at a substantial increase in total debt, in the range of $5-$8 million.**

Of course, this will depend on which projects we need to borrow for in which years, some of this increase could potentially be spread into 2023. Also, this is still within our overall debt capacity limits. Still, the cumulative impact of the various projects that we have been doing, along with planned future projects, will likely make debt capacity an issue that we will need to follow closely going forward.

COERKE PARK PROJECT 2022

City of Stevens Point

WHAT HAS ALREADY BEEN APPROVED

- Replacement of existing turf surface inside of stadium
  - Included as part of the 2021 and 2022 capital budget
  - Funding mechanism includes
    - $411,000 of reserve funds generated from 2008 project
    - $100,000 in cell tower funds
    - $200,000 in room tax funds

    - See Rendering on next slide

POINTERS
STEVENS POINT
DONOR LOGO
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-10 -20 -30 -40 50 40- 30- 20- 10-
-10 -20 -30 -40 50 40- 30- 20- 10-

WHY ARE WE HERE TODAY

- Project Team's Commitment to honor 2008 project agreements
  - Entry archways for donor recognition
  - Requests for an updated team room with medical room for student athletes
- Aging facilities inside Goerke Park in need of upgrades
  - Restrooms
  - Facade on Willett and Press Box
- Requests from user groups to have branding inside stadium
  - E.g. logos on the field, logos on scoreboard, team room branding, etc.
  - In order to have branding and logos, financial commitments are necessary for the added expense
- Desire to recruit UWSP Women's hockey team to play at the KB Willett Arena
  - New revenue source for the City for ice rental and concessions
- Requests to remove fees and negotiate a flat fee pledge agreement with regular users
- Increase usage of all facilities in Goerke Park for our community
- Desire for long term agreements and guaranteed operational revenue to gain long term financial sustainability

WHO HAS BEEN INVOLVED

Tim Schierl, Team Schierl Companies CEO	Dan Kremer, Director of Parks, Recreation and Forestry	
Scott Halvorsen, Parks Superintendent	Todd Ernster, Forestry Superintendent	Anne Hylla, Programs and Facility Supervisor
Gregg Trudell, Assistant Facilities Supervisor	Mike Wiza, Mayor	Corey Ladick, City Comptroller
Liz McDonald, Park Commission Chairperson	Ross Rettler, Rettler Corporation	Michael Brush, Plunkett Raysich Architects
Steven Kieckhafer, Plunkett Raysich Architects	Nate Balthazor, Boldt Construction	Jeremy Kleman, Ellis Construction
Brandon Kohls, Ellis Construction	Brad Duckworth, UWSP Athletic Director	Connie Negaard, Director of Secondary Education
DJ Schneider, Building Inspection Superintendent	Stevens Point Area Public Schools Administration	Ryan Kernosky, Director of Community Development
Pacelli Catholic Schools Administration	Stevens Point Orthopedics	Stevens Point Youth Area Lacrosse Association
Stevens Point Youth Area Football	Stevens Point YMCA	Many More!

WHAT STEPS WERE TAKEN

- Discussion and review of what else is needed within Community Stadium and KB Willett
- Architect was brought in to provide:
  - Concept and cost estimates for team room, hockey locker room remodel and facade improvements for facility
  - Provide renderings of what upgrades could look like within facility
  - Review state and local building codes and confirm constructability
- Review with key stake holders to determine biggest priorities and needs

WHAT DID WE DISCOVER

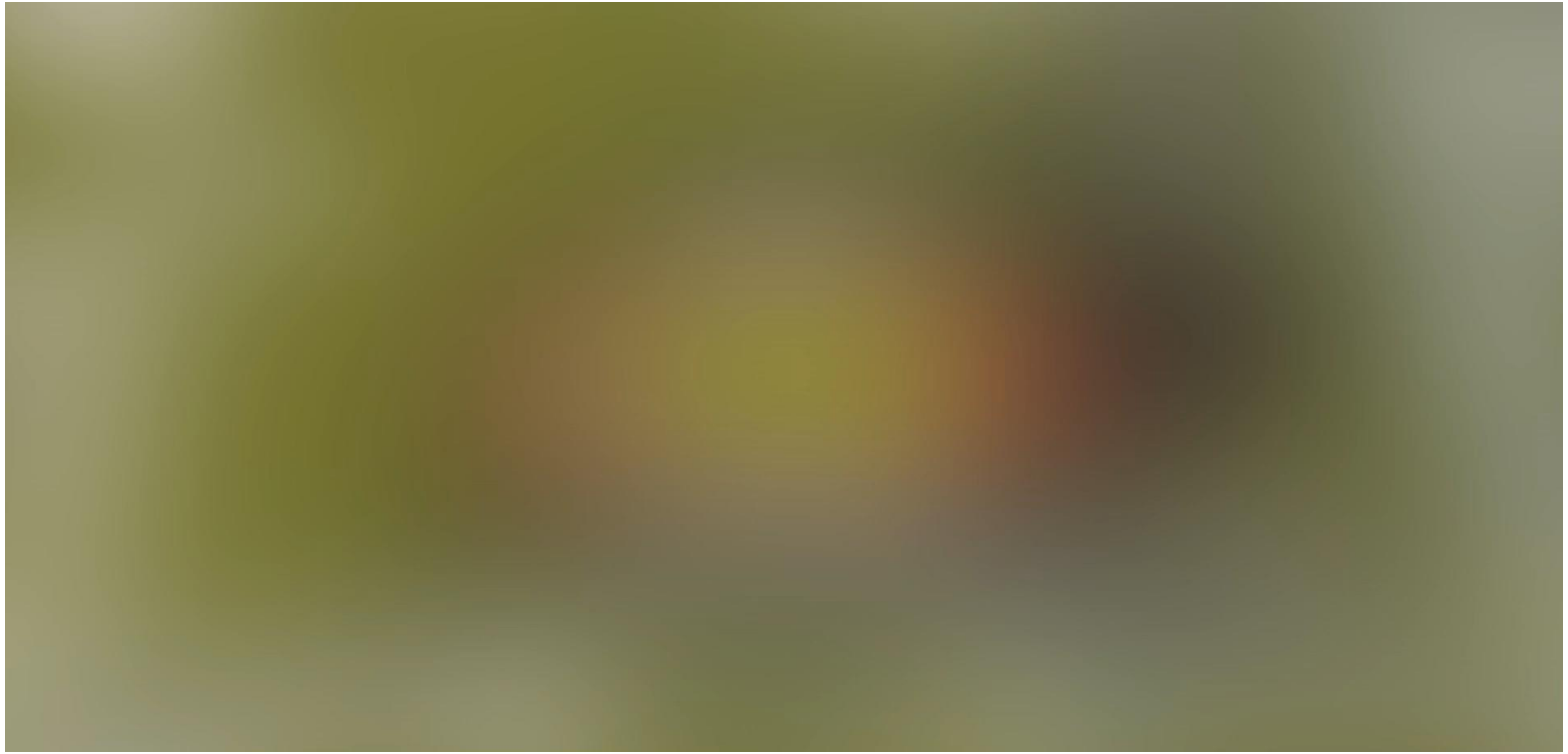
- Ranking of priorities

1. Turf Replacement
2. Toilet Upgrades
3. Jumbotron
4. Mascots/Smoke
5. Arches
6. Team Room
7. Women's Hockey Locker Room
8. KB Willett South Recladding
9. KB Willett East Recladding
10. KB Willett East Vestibule
11. KB Willett Roof Screen
12. Press Box Recladding
13. 1,000 Chairs
14. Recladding West Restroom
15. Turfing Willett West Grass Field

Other Requested Improvement – An enclosed/domed turf field.

*Not part of this project; this piece would be subject to future board approval and require additional user capital and operational pledges.

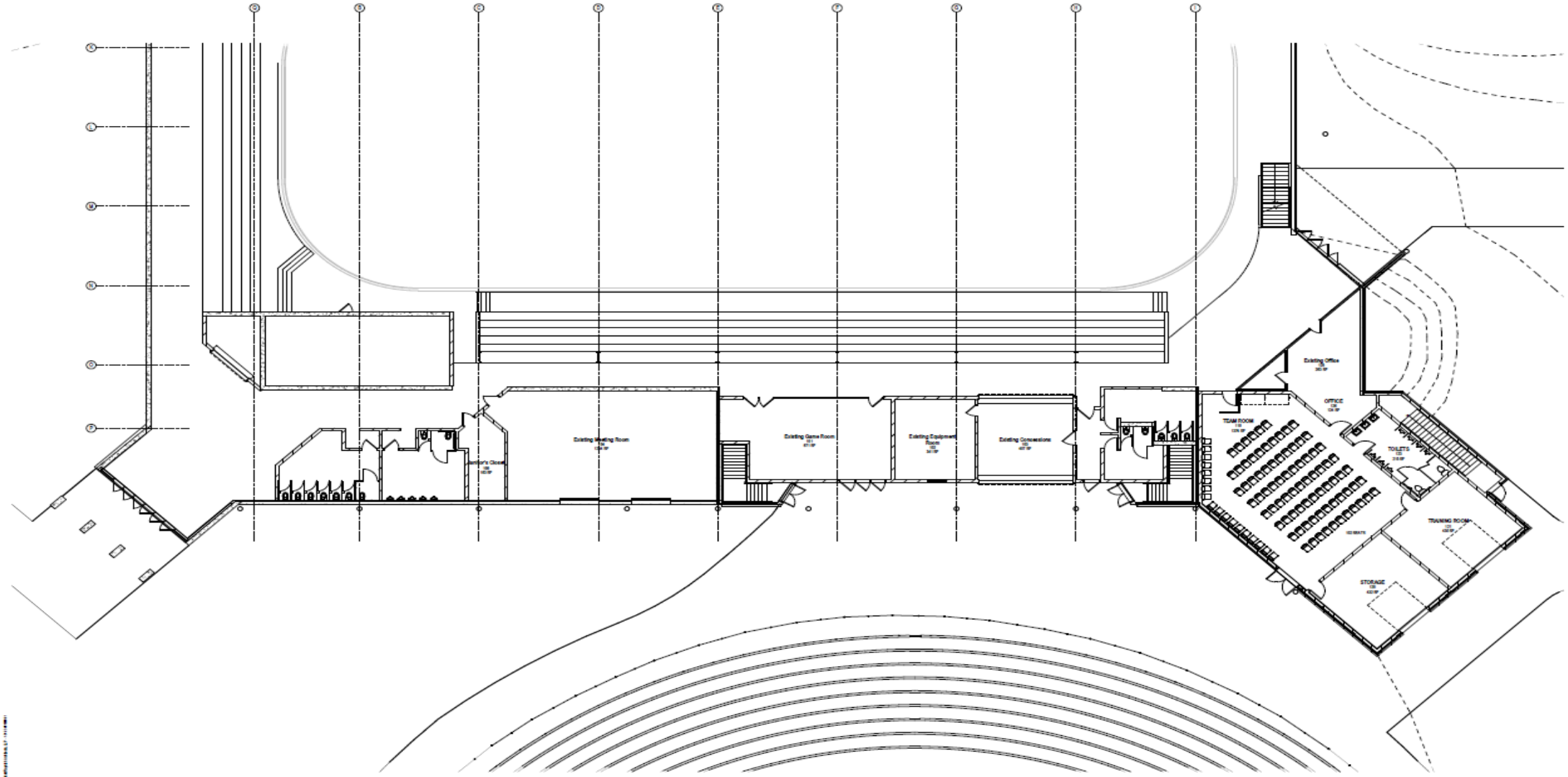
FLY THROUGH



PLUNKETT RAYSICH ARCHITECTS, LLP

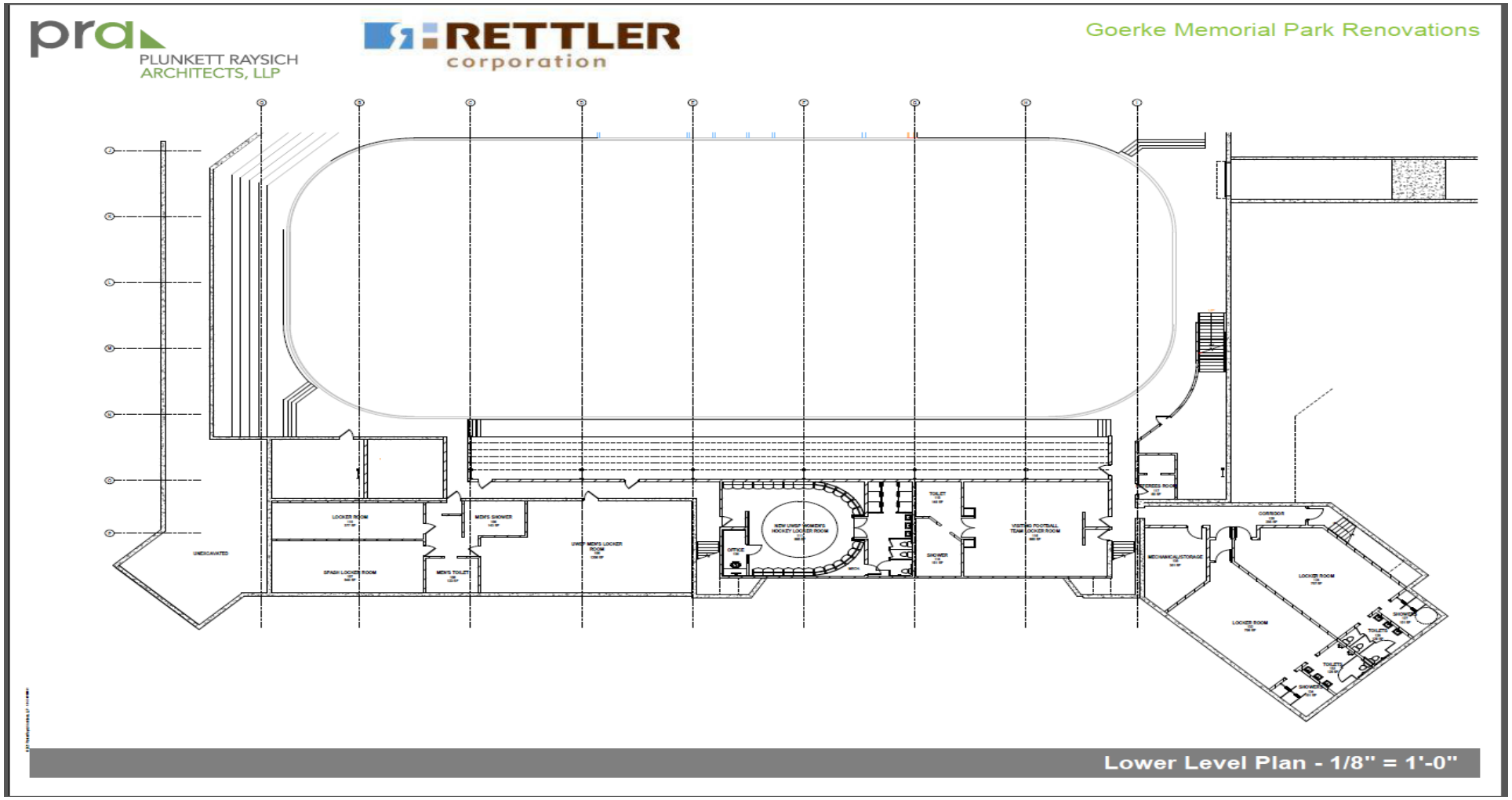
RETTLER corporation

Goerke Memorial Park Renovations



First Floor Plan - 1/8" = 1'-0"

RENDERINGS


PLUNKETT RAYSICH ARCHITECTS, LLP
RETTLER corporation
Goerke Memorial Park Renovations
Lower Level Plan - 1/8" = 1'-0"

PLUNKETT RAYSICH ARCHITECTS, LLP

RETTLER corporation

Goerke Memorial Park Renovations - Stevens Point, WI

View from Southwest

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RETTLER corporation

Goerke Memorial Park Renovations - Stevens Point, WI

View from South

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RETTLER corporation

Goerke Memorial Park Renovations - Stevens Point, WI

View from East

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Goerke Memorial Park Renovations - Stevens Point, WI

Press Box Renovation from Southwest

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Goerke Memorial Park Renovations - Stevens Point, WI

New Women's Hockey Locker Room

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Goerke Memorial Park Renovations - Stevens Point, WI

New Women's Hockey Locker Room

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GOERKE PARK

SYNTHETIC FOOTBALL FIELD REPLACEMENT

PERSPECTIVE

PLUNKETT RAYSICH ARCHITECTS, LLP

RETTLER corporation

GOERKE PARK

SYNTHETIC FOOTBALL FIELD REPLACEMENT

PERSPECTIVE

PLUNKETT RAYSICH ARCHITECTS, LLP

RETTLER corporation

GOERKE PARK

SYNTHETIC FOOTBALL FIELD REPLACEMENT

PERSPECTIVE

PLUNKETT RAYSICH ARCHITECTS, LLP

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RECIPROCITY AGREEMENT

- We have drafted letters of understanding for 15 year commitments from UWSP, Stevens Point Area Public Schools and Stevens Point Area Catholic School Districts
- Within the letter of understandings, a reciprocity agreement is included which allows all partners of this project to have reciprocity for free usage of turf fields and lights at the university facilities
  - UWSP will be constructing three turf fields on campus over the next three years
- Letters of understanding include 15 year commitments for operational budget payments and capital budget payments.

PRACTICE STADIUM
UNIVERSITY OF WISCONSIN - STEVENS POINT

OPERATIONAL BUDGET DETAILS

- 15 year operational budget commitments from UWSP, Stevens Point Area Public Schools, Pacelli Catholic Schools
  - Currently there are no long term agreements with user groups. Performed annually and based only on actual usage (ala cart)
- $134,000 annual guaranteed operational revenue (beginning year 1)
  - Split between Goerke Park and KB Willett Arena revenue accounts (deposited into the existing budgeted annual revenue to make the operational budget whole)
  - Reviewed by the Comptroller Treasurer for accuracy
- 2.5% inflationary increases each year for term of agreement
- Potential new premier parking revenue source
  - With additional revenue placed into future Goerke Park improvements reserve fund

CAPITAL FUNDING PLAN

- Total Project - $5.6 million
- Funding Sources
  - 2008 Project Reserve Fund - $411,000
  - City of Stevens Point - $420,000 (Pending finance consideration)
  - Room Tax Pledge - $200,000
  - Goerke Park Cell Tower - $100,000
  - UWSP Pledge $450,000
  - SPASH Pledge $337,500
  - Pacelli Pledge $225,000
  - Operational Revenue Debt Payment $243,000
  - Youth Football Pledge $45,000
  - Youth Lacrosse Pledge $45,000
  - Mendyke Family Scoreboard Pledge $100,000
  - Team Schierl/Schierl Family Pledge $350,000
  - Stevens Point Orthopedics $350,000
    - **Total raised/pledged today $3,276,500**

  - Donors and sponsorships to seek $2,323,500 (to perform entire project)
    - If less is raised by donors/sponsorships; items 8-15 are the first to be removed from project
    - Team room includes a basement for $435,000. This would also be considered for removal if funding can not be acquired

WITH APPROVAL

- Dollars will remain for Goerke Park upgrades in future
  - In same format that reserve funds were on hand now from 2008 project
- Letters of Understanding/Agreements include pledges from partners to participate in future upgrades to Goerke Park
- Quality of Life Improvements Community Wide
  - Community events (concerts, commencements, events)
  - Athletic Contests
  - Exercise and recreation on the turf and track
  - Better access to clean restrooms
- More athletic and community events lead to
  - More Hotel Stays (heads in beds)
  - Increased tourism dollars for area businesses
  - Increased camps and clinics
  - Increased ability to bid on large events due to multiple turf fields and ability to use them
- **Safer for our kids and our community users!**

ONE MORE IMPORTANT NOTE

- $75,000 is in the 2022 capital budget for roof recoating of the KB Willett Arena
  - This project was bid and came in over budget in early 2022
  - Since the bid rejection, additional water has been seeping through the roof during heavy rain events
  - Further investigation by a roofing specialist is recommending additional needed repairs to the roof. Exact repairs are not known as of the creation of this presentation
  - These additional repairs and increasing material costs are going to result in a future funding request to complete the necessary roof repairs for the facility.
  - A future agenda item with complete details will be provided to the Park Commission and Finance Committee once we have narrowed in on scope and have received actual numbers on the repair.

WHAT ARE WE ASKING FOR TODAY

Finance Committee

1. Bonding of the entire project expense (spread out over 2 years)
2. $420,000 in funding for project.
   1. $220,000 from fund balance for overall project funding
   2. $100,000 for east end vestibule (already in the 2023 capital budget)
   3. $100,000 for east side of building recladding
3. Future financing request to replace KB Willett Arena roof (when costs are known). No action requested on this tonight but necessary information as part of the overall needs of the KB Willett Arena.

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 subsections 13 and 15 of Section 9.05(a) of the Revised Municipal Code, **No Parking 8:00 A.M. to 4:00 P.M.** are hereby **repealed:**

SECTION II: That subsections 8, 19, and 21 of Section 9.05(c) of the Revised Municipal Code, **One Hour Parking** are hereby **repealed:**

SECTION III: That subsection 30 of Section 9.05(d) of the Revised Municipal Code, **Two Hour Parking** is hereby **repealed:**

SECTION IV: That subsections 7, 22, 26, 34, 35, 38, 41, 72, 80, 91, 93, 102, 105, 106, 107, 115, 134, 144, 146, 150, 182, 240, 241, 258, and 278 of Section 9.05(g) of the Revised Municipal Code, **No Parking** are hereby **repealed:**

SECTION V: That subsection 2 of Section 9.05(h) of the Revised Municipal Code, **No Parking Between Signs** is hereby **repealed:**

SECTION VI: That subsection 9 of Section 9.05(i) of the Revised Municipal Code, **No Parking During School Hours** is hereby **repealed:**

SECTION VII: That subsections 15, 17, 25, 33, 43, 44, 46, and 118 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here to Corner** are hereby **repealed:**

SECTION VIII: That subsections 4 and 8 of Section 9.05(k) of the Revised Municipal Code, **Loading Zones** are hereby **repealed:**

SECTION IX: That Section 9.05(z) of the Revised Municipal Code, **Emergency Vehicle Parking Only** is hereby **repealed:**

SECTION X: That subsection 16 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 16. On the south side of Fourth Avenue from Fremont Street to Division Street.

SECTION XI: That subsection 23 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 23. On the northeasterly side of Water Street from a point 120 feet southeasterly of Third Street to Clark Street.

SECTION XII: That subsection 29 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 29. On the north side of Franklin Street from Isadore Street to Division Street.

SECTION XIII: That subsection 45 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 45. On the west side of Crosby Avenue from Franklin Street to a point 400 feet west of Water Street.

SECTION XIV: That subsection 85 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 85. On the east side of Church Street from Madison Street to Dixon Street.

SECTION XV: That subsection 135 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 135. On the east side of Division Street from College Avenue to Portage Street.

SECTION XVI: That subsection 151 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 151. On the east side of Wood Street from Bliss Avenue to Park Street.

SECTION XVII: That subsection 184 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 184. On the south side of Dixon Street from Wyatt Avenue to Michigan Avenue.

SECTION XVIII: That subsection 199 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 199. On the west side of Rogers Street in the 1200 Block.

SECTION XIX: That subsection 222 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 222. In the alleyway directly south of Mid-State Technical College and north of Mathius Public Square, between Water Street and Third Court.

SECTION XX: That subsection 265 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 265. On the east side of Michigan Avenue from a point 460 feet north of Main Street to a point 105 feet north of Main Street – Student drop-off zone.

SECTION XXI: That subsection 30 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here to Corner** is hereby **amended** to read as follows:

9.05(j) 30. On the north side of Clark Street from Second Street to a point 48 feet west.

SECTION XXII: That subsection 59 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here to Corner** is hereby **amended** to read as follows:

9.05(j) 59. On the east side of Illinois Avenue from Prais Street to a point 38 feet south.

SECTION XXIII: That subsection 82 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here to Corner** is hereby **amended** to read as follows:

9.05(j) 82. On the west side of Strongs Avenue from Clark Street to a point 25 feet south.

SECTION XXIV: That subsection 9 of Section 9.05(m) of the Revised Municipal Code, **Bus Stops** is hereby **amended** to read as follows:

9.05(m) 9. On the west side of Strongs Avenue from Main Street to a point 176 feet north.

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 6, 2022
Approved: April 18, 2022
Published: April 22, 2022

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

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

SECTION I: That the following subsections of Section 16.02 of the Revised Municipal Code, Streets and Alleys, are hereby **revised** to read as follows**:**

16.02(1) Construction and Repair. The provisions of Chapters 62, 66, and 840 of the Wisconsin statutes relating to construction, improvement, and repair of streets and alleys shall apply. All public improvements in the city may be done by the city directly, without the intervention of a contractor, as permitted by applicable law.

16.02(2) Cost of Improvements.

(a) The entire cost of street or alley grading and paving, and the installation of sidewalks along or upon any street, may be charged in whole to the property benefitted thereby, and if so charged shall be made against such property in the manner set forth in Sections 66.0701 – 66.0733 of the Wisconsin statutes.

SECTION II: That the following subsections of Section 16.03 of the Revised Municipal Code, Sidewalks, are hereby **revised** to read as follows**:**

16.03(1)(a) Cost of Construction. All sidewalks in the city may be constructed and repaired at the expense of the property owner as directed by the Common Council in accordance with applicable provisions of the Wisconsin Statutes. Alternatively, the Common Council may direct the yearly sidewalk replacement project to be paid for by the City. Initial construction of sidewalks in new subdivisions shall be at the expense of the developer unless otherwise agreed to by the Common Council. Sidewalk expansion projects may be paid for by the City or assessed against the adjacent property owner as determined by the Common Council.

16.03(2)(a) Standard Sidewalk Specifications.

(a) Slope, Mixture, Depth. The standard sidewalk hereafter constructed shall be of concrete and shall be constructed in the following manner: The sidewalk shall not exceed a slope of shall not exceed a slope of one-fourth (l/4) inch toward the curb for each foot in width, be a one-course sidewalk, and shall consist of three and one-half (3 l/2) parts gravel, two (2) parts sand, and one (l) part cement, (6 bag mix) and shall be laid at least four (4) inches deep. That portion of a sidewalk over which motor vehicles shall be allowed to cross shall be constructed in the same manner as a standard sidewalk as provided in subsection (a) except that the sidewalk shall be laid at least six (6) inches deep.

(b) Materials. The materials used in sidewalks shall be of good, sound sand and gravel and approved cement, all to be approved by the board of public works.

(c) Width. Standard Width. Exceptions: The width of sidewalks shall be determined and approved by the Director of Public Works.

16.03(3) Compulsory Repair by Owner. No owner of any premises shall permit any sidewalk abutting such premises to become or continue to be broken or out of repair so as to endanger life or safety.

16.03(4) Defacing and Painting on Sidewalks. No person shall deface any sidewalk or shall write, print, or paint any sign, advertisement or other matter on any sidewalk, street, or alley without specific permission from the Director of Public Works.

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

APPROVED:_____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: April 6, 2022
Approved: April 18, 2022
Published: April 22, 2022

2022 Street Improvement Project (#8147952)				**STRT:**	**$ 6,147,387.25**	**STRT:**	**$ 6,228,504.25**	**STRT:**	**$ 6,471,342.15**	**STRT:**	**$ 6,564,955.82**	**STRT:**	**$ 7,403,294.00**		
Owner: City of Stevens Point Project #22-01				**A1:**	**$ 691,932.25**	**A1:**	**$ 849,031.00**	**A1:**	**$ 816,440.35**	**A1:**	**$ 823,716.09**	**A1:**	**$ 816,815.00**		
Solicitor: Stevens Point WI, City of				**A2:**	**$ 734,193.75**	**A2:**	**$ 2,470,505.65**	**A2:**	**$ 2,428,715.10**	**A2:**	**$ 2,435,942.83**	**A2:**	**$ 2,452,316.00**		
03/30/2022 11:00 AM CDT					**$ 7,573,513.25**		**$ 9,548,040.90**		**$ 9,716,497.60**		**$ 9,824,614.74**		**$ 10,672,425.00**		
				15%:	**$ 8,709,540.24**	**15%:**	**$ 10,980,247.04**	**15%:**	**$ 11,173,972.24**	**15%:**	**$ 11,298,306.95**	**15%:**	**$ 12,273,288.75**		
				A-1 Excavating Inc.		**Haas Sons, Inc.**		**Dorner Inc.**		**Gerke Excavating Inc.**		**PTS Contractors, Inc**			
Item Code	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**		
STRT-1	Common Excavation	CY	16,200	$ 18.00	$ 291,600.00	$ 15.00	$ 243,000.00	$ 14.80	$ 239,760.00	$ 18.04	$ 292,248.00	$ 14.00	$ 226,800.00		
STRT-2	Mobilization	LS	1	$ 376,500.00	$ 376,500.00	$ 538,517.00	$ 538,517.00	$ 250,000.00	$ 250,000.00	$ 343,950.57	$ 343,950.57	$ 955,000.00	$ 955,000.00		
STRT-3	Rock Excavation?Utility Trench	CY	675	$ 0.01	$ 6.75	$ 0.01	$ 6.75	$ 0.01	$ 6.75	$ 217.05	$ 146,508.75	$ 1.00	$ 675.00		
STRT-4	HMA Pavement 4MT58-34S	T	2,230	$ 102.00	$ 227,460.00	$ 99.40	$ 221,662.00	$ 104.90	$ 233,927.00	$ 104.43	$ 232,878.90	$ 105.00	$ 234,150.00		
STRT-5	HMA Pavement, 3MT58-34S	T	2,805	$ 97.50	$ 273,487.50	$ 95.94	$ 269,111.70	$ 101.30	$ 284,146.50	$ 100.80	$ 282,744.00	$ 100.00	$ 280,500.00		
STRT-6	Prepare Foundation for Asphaltic Paving	LS	1	$ 32,000.00	$ 32,000.00	$ 31,420.00	$ 31,420.00	$ 33,172.00	$ 33,172.00	$ 33,009.85	$ 33,009.85	$ 33,000.00	$ 33,000.00		
STRT-7	Dense Graded Base, 1 1/4-IN	T	24,355	$ 15.50	$ 377,502.50	$ 15.50	$ 377,502.50	$ 15.80	$ 384,809.00	$ 16.37	$ 398,691.35	$ 16.00	$ 389,680.00		
STRT-8	Excavation Below Subgrade	CY	2,475	$ 12.00	$ 29,700.00	$ 15.00	$ 37,125.00	$ 37.00	$ 91,575.00	$ 17.70	$ 43,807.50	$ 36.00	$ 89,100.00		
STRT-9	Biaxial Geogrid	SY	14,300	$ 2.50	$ 35,750.00	$ 2.50	$ 35,750.00	$ 3.70	$ 52,910.00	$ 2.26	$ 32,318.00	$ 2.00	$ 28,600.00		
STRT-10	Compacted Fill	CY	6,130	$ 31.00	$ 190,030.00	$ 30.00	$ 183,900.00	$ 18.00	$ 110,340.00	$ 18.23	$ 111,749.90	$ 19.00	$ 116,470.00		
STRT-11	Concrete Sidewalk, 4-IN	SF	46,180	$ 5.25	$ 242,445.00	$ 5.05	$ 233,209.00	$ 5.00	$ 230,900.00	$ 5.14	$ 237,365.20	$ 5.00	$ 230,900.00		
STRT-12	Concrete Sidewalk, 6-IN	SF	12,740	$ 6.45	$ 82,173.00	$ 5.90	$ 75,166.00	$ 5.90	$ 75,166.00	$ 6.44	$ 82,045.60	$ 6.00	$ 76,440.00		
STRT-13	Concrete Steps	SF	160	$ 50.00	$ 8,000.00	$ 145.00	$ 23,200.00	$ 153.10	$ 24,496.00	$ 54.08	$ 8,652.80	$ 52.00	$ 8,320.00		
STRT-14	Concrete Sidewalk Removal	SF	54,715	$ 1.00	$ 54,715.00	$ 0.60	$ 32,829.00	$ 0.60	$ 32,829.00	$ 0.42	$ 22,980.30	$ 0.80	$ 43,772.00		
STRT-15	Detectable Warning Field	SF	580	$ 30.00	$ 17,400.00	$ 40.00	$ 23,200.00	$ 42.20	$ 24,476.00	$ 32.45	$ 18,821.00	$ 30.00	$ 17,400.00		
STRT-16	Concrete Driveway, 6-IN	SF	13,120	$ 6.45	$ 84,624.00	$ 5.60	$ 73,472.00	$ 5.90	$ 77,408.00	$ 6.44	$ 84,492.80	$ 6.25	$ 82,000.00		
STRT-17	Concrete Pavement, 9-IN	SF	350	$ 10.50	$ 3,675.00	$ 20.00	$ 7,000.00	$ 21.10	$ 7,385.00	$ 10.93	$ 3,825.50	$ 10.50	$ 3,675.00		
STRT-18	24-IN Curb and Gutter	LF	11,170	$ 14.50	$ 161,965.00	$ 12.00	$ 134,040.00	$ 12.70	$ 141,859.00	$ 15.14	$ 169,113.80	$ 14.60	$ 163,082.00		
STRT-19	Concrete Pedestrian Curb	LF	450	$ 50.00	$ 22,500.00	$ 38.00	$ 17,100.00	$ 40.10	$ 18,045.00	$ 54.08	$ 24,336.00	$ 52.00	$ 23,400.00		
STRT-20	Poured Wall In Place?Up to 18-IN High	LF	200	$ 75.00	$ 15,000.00	$ 55.00	$ 11,000.00	$ 58.10	$ 11,620.00	$ 81.11	$ 16,222.00	$ 78.00	$ 15,600.00		
STRT-21	Curb and Gutter Removal	LF	11,170	$ 2.00	$ 22,340.00	$ 3.00	$ 33,510.00	$ 3.20	$ 35,744.00	$ 2.52	$ 28,148.40	$ 3.00	$ 33,510.00		
STRT-22	Drain Basin (24-IN) W/ Casting	EA	65	$ 2,900.00	$ 188,500.00	$ 3,300.00	$ 214,500.00	$ 3,883.00	$ 252,395.00	$ 4,385.78	$ 285,075.70	$ 3,620.00	$ 235,300.00		
STRT-23	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 12-IN	LF	3,650	$ 44.50	$ 162,425.00	$ 70.75	$ 258,237.50	$ 61.00	$ 222,650.00	$ 51.40	$ 187,610.00	$ 90.00	$ 328,500.00		
STRT-24	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 15-IN	LF	580	$ 48.00	$ 27,840.00	$ 78.50	$ 45,530.00	$ 60.00	$ 34,800.00	$ 56.79	$ 32,938.20	$ 97.00	$ 56,260.00		
STRT-25	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 18-IN	LF	1,100	$ 53.00	$ 58,300.00	$ 84.50	$ 92,950.00	$ 75.00	$ 82,500.00	$ 61.77	$ 67,947.00	$ 105.00	$ 115,500.00		
STRT-26	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 24-IN	LF	430	$ 70.00	$ 30,100.00	$ 98.50	$ 42,355.00	$ 95.00	$ 40,850.00	$ 81.98	$ 35,251.40	$ 127.00	$ 54,610.00		
STRT-27	Storm Sewer Pipe, Perforated Corrugated HDPE, Class III-A, 24-IN	LF	80	$ 91.00	$ 7,280.00	$ 154.25	$ 12,340.00	$ 88.00	$ 7,040.00	$ 93.01	$ 7,440.80	$ 138.00	$ 11,040.00		
STRT-28	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 30-IN	LF	230	$ 98.00	$ 22,540.00	$ 116.34	$ 26,758.20	$ 125.00	$ 28,750.00	$ 104.32	$ 23,993.60	$ 155.00	$ 35,650.00		
STRT-29	Storm Sewer Pipe, Perforated Corrugated HDPE, Class III-A, 30-IN	LF	50	$ 119.00	$ 5,950.00	$ 195.00	$ 9,750.00	$ 145.00	$ 7,250.00	$ 131.17	$ 6,558.50	$ 155.00	$ 7,750.00		
STRT-30	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 36-IN	LF	570	$ 121.00	$ 68,970.00	$ 126.00	$ 71,820.00	$ 155.00	$ 88,350.00	$ 122.30	$ 69,711.00	$ 158.00	$ 90,060.00		
STRT-31	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 42-IN	LF	350	$ 165.00	$ 57,750.00	$ 158.00	$ 55,300.00	$ 180.00	$ 63,000.00	$ 156.03	$ 54,610.50	$ 216.00	$ 75,600.00		
STRT-32	4-FT-DIA Storm Sewer MH W/ Casting	EA	24	$ 3,000.00	$ 72,000.00	$ 3,900.00	$ 93,600.00	$ 3,857.00	$ 92,568.00	$ 3,858.84	$ 92,612.16	$ 3,600.00	$ 86,400.00		
STRT-33	5-FT-DIA Storm Sewer MH W/ Casting	EA	6	$ 6,100.00	$ 36,600.00	$ 6,000.00	$ 36,000.00	$ 6,388.00	$ 38,328.00	$ 6,367.31	$ 38,203.86	$ 6,350.00	$ 38,100.00		
STRT-34	6-FT-DIA Storm Sewer MH W/ Casting	EA	3	$ 8,500.00	$ 25,500.00	$ 7,300.00	$ 21,900.00	$ 8,562.00	$ 25,686.00	$ 8,712.86	$ 26,138.58	$ 9,700.00	$ 29,100.00		
STRT-35	8-FT-DIA Storm Sewer MH W/ Casting	EA	3	$ 18,600.00	$ 55,800.00	$ 12,200.00	$ 36,600.00	$ 14,029.00	$ 42,087.00	$ 11,630.86	$ 34,892.58	$ 16,700.00	$ 50,100.00		
STRT-36	18-IN-Thick Cast-in-Place Concrete Bulkhead at the End of the East Existing 84-IN RCP	EA	1	$ 2,500.00	$ 2,500.00	$ 8,900.00	$ 8,900.00	$ 2,855.00	$ 2,855.00	$ 4,667.34	$ 4,667.34	$ 9,120.00	$ 9,120.00		
STRT-37	18-IN-Thick Cast-in-Place Concrete Bulkhead at the End of the West Existing 84-IN RCP	EA	1	$ 2,500.00	$ 2,500.00	$ 8,900.00	$ 8,900.00	$ 3,361.00	$ 3,361.00	$ 4,667.34	$ 4,667.34	$ 9,120.00	$ 9,120.00		
STRT-38	Adjusting Exisitng MH Casting	EA	6	$ 400.00	$ 2,400.00	$ 900.00	$ 5,400.00	$ 922.00	$ 5,532.00	$ 1,050.02	$ 6,300.12	$ 1,390.00	$ 8,340.00		
STRT-39	Reconstructing MH	EA	1	$ 900.00	$ 900.00	$ 1,500.00	$ 1,500.00	$ 2,114.00	$ 2,114.00	$ 3,444.96	$ 3,444.96	$ 2,800.00	$ 2,800.00		
STRT-40	Adjusting Exisitng Inlet Casting	EA	5	$ 450.00	$ 2,250.00	$ 1,400.00	$ 7,000.00	$ 1,101.00	$ 5,505.00	$ 1,208.53	$ 6,042.65	$ 575.00	$ 2,875.00		
STRT-41	Storm Sewer Lateral, 4-IN, Schedule 40 PVC	LF	2,770	$ 48.00	$ 132,960.00	$ 62.35	$ 172,709.50	$ 56.00	$ 155,120.00	$ 89.00	$ 246,530.00	$ 74.00	$ 204,980.00		
STRT-42	8-IN SDR 35 PVC Sanitary Sewer Main	LF	4,225	$ 74.00	$ 312,650.00	$ 78.28	$ 330,733.00	$ 80.00	$ 338,000.00	$ 73.02	$ 308,509.50	$ 81.00	$ 342,225.00		
STRT-43	10-IN SDR 35 PVC Sanitary Sewer Main	LF	70	$ 106.00	$ 7,420.00	$ 164.50	$ 11,515.00	$ 110.00	$ 7,700.00	$ 101.46	$ 7,102.20	$ 150.00	$ 10,500.00		
STRT-44	12-IN SDR 35 PVC Sanitary Sewer Main	LF	25	$ 112.00	$ 2,800.00	$ 241.00	$ 6,025.00	$ 120.00	$ 3,000.00	$ 120.87	$ 3,021.75	$ 200.00	$ 5,000.00		
STRT-45	15-IN SDR 35 PVC Sanitary Sewer Main	LF	50	$ 145.00	$ 7,250.00	$ 151.00	$ 7,550.00	$ 160.00	$ 8,000.00	$ 142.47	$ 7,123.50	$ 215.00	$ 10,750.00		
STRT-46	21-IN SDR 35 PVC Sanitary Sewer Main	LF	50	$ 265.00	$ 13,250.00	$ 325.00	$ 16,250.00	$ 300.00	$ 15,000.00	$ 192.28	$ 9,614.00	$ 360.00	$ 18,000.00		
STRT-47	24-IN SDR 35 PVC Sanitary Sewer Main	LF	610	$ 275.00	$ 167,750.00	$ 216.50	$ 132,065.00	$ 350.00	$ 213,500.00	$ 215.00	$ 131,150.00	$ 285.00	$ 173,850.00		
STRT-48	30-IN SDR 35 PVC Sanitary Sewer Main	LF	780	$ 445.00	$ 347,100.00	$ 316.50	$ 246,870.00	$ 450.00	$ 351,000.00	$ 328.65	$ 256,347.00	$ 390.00	$ 304,200.00		
STRT-49	Sanitary Sewer Lateral Replacement (6-IN), SDR 35	LF	2,375	$ 94.00	$ 223,250.00	$ 49.75	$ 118,156.25	$ 100.00	$ 237,500.00	$ 125.40	$ 297,825.00	$ 122.00	$ 289,750.00		

STRT-50	4-FT-DIA Sanitary Sewer MH W/ Casting	EA	21	$ 6,950.00	$ 145,950.00	$ 5,850.00	$ 122,850.00	$ 6,658.00	$ 139,818.00	$ 5,816.03	$ 122,136.63	$ 6,500.00	$ 136,500.00
STRT-51	4-FT-DIA Sanitary Sewer MH W/?Outside Drop W/?Casting	EA	1	$ 12,850.00	$ 12,850.00	$ 10,150.00	$ 10,150.00	$ 12,091.00	$ 12,091.00	$ 9,348.81	$ 9,348.81	$ 12,000.00	$ 12,000.00
STRT-52	Special Bedding	LF	2,000	$ 28.00	$ 56,000.00	$ 20.00	$ 40,000.00	$ 25.00	$ 50,000.00	$ 8.92	$ 17,840.00	$ 10.00	$ 20,000.00
STRT-53	6-IN C900 PVC Water Main	LF	160	$ 224.00	$ 35,840.00	$ 231.56	$ 37,049.60	$ 214.00	$ 34,240.00	$ 270.49	$ 43,278.40	$ 275.00	$ 44,000.00
STRT-54	8-IN C900 PVC Water Main	LF	6,275	$ 114.00	$ 715,350.00	$ 110.22	$ 691,630.50	$ 115.00	$ 721,625.00	$ 108.11	$ 678,390.25	$ 127.00	$ 796,925.00
STRT-55	12-IN C900 PVC Water Main	LF	190	$ 315.00	$ 59,850.00	$ 251.00	$ 47,690.00	$ 350.00	$ 66,500.00	$ 300.12	$ 57,022.80	$ 303.00	$ 57,570.00
STRT-56	Hydrant	EA	11	$ 5,900.00	$ 64,900.00	$ 5,850.00	$ 64,350.00	$ 6,371.00	$ 70,081.00	$ 5,907.69	$ 64,984.59	$ 6,400.00	$ 70,400.00
STRT-57	1-IN Polyethylene Water Service Lateral	LF	2,425	$ 63.00	$ 152,775.00	$ 76.75	$ 186,118.75	$ 81.00	$ 196,425.00	$ 72.03	$ 174,672.75	$ 90.00	$ 218,250.00
STRT-58	2-IN Polyethylene Water Service Lateral	LF	40	$ 110.00	$ 4,400.00	$ 123.50	$ 4,940.00	$ 131.00	$ 5,240.00	$ 134.47	$ 5,378.80	$ 160.00	$ 6,400.00
STRT-59	4-IN Thick Insulation	SF	64	$ 10.00	$ 640.00	$ 3.00	$ 192.00	$ 6.80	$ 435.20	$ 15.98	$ 1,022.72	$ 3.00	$ 192.00
STRT-60	Temporary Water Service	LS	1	$ 22,000.00	$ 22,000.00	$ 50,000.00	$ 50,000.00	$ 86,490.00	$ 86,490.00	$ 38,264.69	$ 38,264.69	$ 50,000.00	$ 50,000.00
STRT-61	Transite Pipe Removal	LF	1,600	$ 10.00	$ 16,000.00	$ 10.00	$ 16,000.00	$ 15.00	$ 24,000.00	$ 8.63	$ 13,808.00	$ 20.00	$ 32,000.00
STRT-62	Hauling and Disposal of Contaminated Sediment	T	2,000	$ 43.00	$ 86,000.00	$ 52.00	$ 104,000.00	$ 70.00	$ 140,000.00	$ 106.76	$ 213,520.00	$ 55.00	$ 110,000.00
STRT-63	Subsurface Exploration	EA	13	$ 300.00	$ 3,900.00	$ 500.00	$ 6,500.00	$ 760.00	$ 9,880.00	$ 922.05	$ 11,986.65	$ 870.00	$ 11,310.00
STRT-64	Seed Restoration	SY	5,610	$ 7.00	$ 39,270.00	$ 8.70	$ 48,807.00	$ 7.40	$ 41,514.00	$ 13.67	$ 76,688.70	$ 7.00	$ 39,270.00
STRT-65	Erosion Control	LS	1	$ 15,000.00	$ 15,000.00	$ 56,333.00	$ 56,333.00	$ 8,446.00	$ 8,446.00	$ 36,873.04	$ 36,873.04	$ 10,500.00	$ 10,500.00
STRT-66	Tree Removal	EA	11	$ 1,800.00	$ 19,800.00	$ 650.00	$ 7,150.00	$ 1,689.00	$ 18,579.00	$ 1,730.40	$ 19,034.40	$ 680.00	$ 7,480.00
STRT-67	Traffic Control	LS	1	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00	$ 15,604.00	$ 15,604.00	$ 28,881.46	$ 28,881.46	$ 15,500.00	$ 15,500.00
STRT-68	Bypass Pumping	LS	1	$ 50,000.00	$ 50,000.00	$ 1.00	$ 1.00	$ 70,298.00	$ 70,298.00	$ 53,497.87	$ 53,497.87	$ 80,000.00	$ 80,000.00
STRT-69	Staking Storm Sewer Structures	EA	102	$ 70.00	$ 7,140.00	$ 65.00	$ 6,630.00	$ 69.00	$ 7,038.00	$ 70.30	$ 7,170.60	$ 68.00	$ 6,936.00
STRT-70	Staking Sanitary Sewer Structures	EA	20	$ 90.00	$ 1,800.00	$ 85.00	$ 1,700.00	$ 90.00	$ 1,800.00	$ 91.93	$ 1,838.60	$ 89.00	$ 1,780.00
STRT-71	Staking Water Main	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,279.00	$ 5,279.00	$ 5,407.50	$ 5,407.50	$ 5,250.00	$ 5,250.00
STRT-72	Staking Subgrade	LF	5,170	$ 0.55	$ 2,843.50	$ 0.50	$ 2,585.00	$ 0.01	$ 51.70	$ 0.55	$ 2,843.50	$ 0.50	$ 2,585.00
STRT-73	Staking Base	LF	5,170	$ 0.75	$ 3,877.50	$ 0.70	$ 3,619.00	$ 0.70	$ 3,619.00	$ 0.76	$ 3,929.20	$ 0.70	$ 3,619.00
STRT-74	Staking Curb and Gutter	LF	10,390	$ 0.75	$ 7,792.50	$ 0.70	$ 7,273.00	$ 0.70	$ 7,273.00	$ 0.76	$ 7,896.40	$ 0.70	$ 7,273.00
	STRT BID SECTION TOTAL:				**$ 6,147,387.25**		**$ 6,228,504.25**		**$ 6,471,342.15**		**$ 6,564,955.82**		**$ 7,403,294.00**
A1-1	Common Excavation	CY	1,305	$ 18.00	$ 23,490.00	$ 15.00	$ 19,575.00	$ 14.80	$ 19,314.00	$ 18.85	$ 24,599.25	$ 15.00	$ 19,575.00
A1-2	Mobilization	LS	1	$ 35,000.00	$ 35,000.00	$ 155,750.00	$ 155,750.00	$ 35,780.00	$ 35,780.00	$ 51,900.72	$ 51,900.72	$ 87,000.00	$ 87,000.00
A1-3	Rock Excavation-Utility Trench	CY	400	$ 0.01	$ 4.00	$ 0.01	$ 4.00	$ 0.01	$ 4.00	$ 199.98	$ 79,992.00	$ 1.00	$ 400.00
A1-4	HMA Pavement 4MT58-34S	T	265	$ 102.00	$ 27,030.00	$ 99.40	$ 26,341.00	$ 104.90	$ 27,798.50	$ 104.43	$ 27,673.95	$ 105.00	$ 27,825.00
A1-5	HMA Pavement, 3MT58-34S	T	325	$ 98.00	$ 31,850.00	$ 95.92	$ 31,174.00	$ 101.30	$ 32,922.50	$ 100.78	$ 32,753.50	$ 100.00	$ 32,500.00
A1-6	Prepare Foundation for Asphaltic Paving	LS	1	$ 4,000.00	$ 4,000.00	$ 3,230.00	$ 3,230.00	$ 3,410.00	$ 3,410.00	$ 3,393.44	$ 3,393.44	$ 3,400.00	$ 3,400.00
A1-7	Dense Graded Base, 1 1/4-IN	T	3,435	$ 15.50	$ 53,242.50	$ 15.50	$ 53,242.50	$ 15.80	$ 54,273.00	$ 16.90	$ 58,051.50	$ 16.00	$ 54,960.00
A1-8	Excavation Below Subgrade	CY	330	$ 12.00	$ 3,960.00	$ 15.00	$ 4,950.00	$ 37.00	$ 12,210.00	$ 18.08	$ 5,966.40	$ 36.00	$ 11,880.00
A1-9	Biaxial Geogrid	SY	2,400	$ 2.50	$ 6,000.00	$ 2.50	$ 6,000.00	$ 3.70	$ 8,880.00	$ 2.26	$ 5,424.00	$ 2.00	$ 4,800.00
A1-10	Compacted Fill	CY	630	$ 31.00	$ 19,530.00	$ 30.00	$ 18,900.00	$ 18.00	$ 11,340.00	$ 18.34	$ 11,554.20	$ 17.00	$ 10,710.00
A1-11	Concrete Sidewalk, 4-IN	SF	6,245	$ 5.25	$ 32,786.25	$ 5.05	$ 31,537.25	$ 5.00	$ 31,225.00	$ 5.14	$ 32,099.30	$ 5.00	$ 31,225.00
A1-12	Concrete Sidewalk, 6-IN	SF	1,810	$ 6.45	$ 11,674.50	$ 5.90	$ 10,679.00	$ 5.90	$ 10,679.00	$ 6.44	$ 11,656.40	$ 6.20	$ 11,222.00
A1-13	Concrete Steps	SF	100	$ 50.00	$ 5,000.00	$ 145.00	$ 14,500.00	$ 153.10	$ 15,310.00	$ 54.08	$ 5,408.00	$ 52.00	$ 5,200.00
A1-14	Concrete Sidewalk Removal	SF	6,285	$ 1.00	$ 6,285.00	$ 0.60	$ 3,771.00	$ 0.60	$ 3,771.00	$ 0.45	$ 2,828.25	$ 0.70	$ 4,399.50
A1-15	Detectable Warning Field	SF	120	$ 30.00	$ 3,600.00	$ 40.00	$ 4,800.00	$ 42.20	$ 5,064.00	$ 32.45	$ 3,894.00	$ 31.00	$ 3,720.00
A1-16	Concrete Driveway, 6-IN	SF	2,000	$ 6.45	$ 12,900.00	$ 5.60	$ 11,200.00	$ 5.90	$ 11,800.00	$ 6.44	$ 12,880.00	$ 6.20	$ 12,400.00
A1-17	24-IN Curb and Gutter	LF	1,200	$ 14.50	$ 17,400.00	$ 12.00	$ 14,400.00	$ 12.70	$ 15,240.00	$ 15.14	$ 18,168.00	$ 15.00	$ 18,000.00
A1-18	Concrete Pedestrian Curb	LF	80	$ 50.00	$ 4,000.00	$ 38.00	$ 3,040.00	$ 40.10	$ 3,208.00	$ 54.08	$ 4,326.40	$ 52.00	$ 4,160.00
A1-19	Poured Wall In Place?Up to 18-IN High	LF	30	$ 75.00	$ 2,250.00	$ 55.00	$ 1,650.00	$ 58.10	$ 1,743.00	$ 81.11	$ 2,433.30	$ 78.00	$ 2,340.00
A1-20	Curb and Gutter Removal	LF	1,200	$ 2.00	$ 2,400.00	$ 3.00	$ 3,600.00	$ 3.20	$ 3,840.00	$ 2.64	$ 3,168.00	$ 3.00	$ 3,600.00
A1-21	Drain Basin (24-IN) W/ Casting	EA	4	$ 2,900.00	$ 11,600.00	$ 3,350.00	$ 13,400.00	$ 3,896.00	$ 15,584.00	$ 4,256.83	$ 17,027.32	$ 3,700.00	$ 14,800.00
A1-22	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 12-IN	LF	110	$ 44.50	$ 4,895.00	$ 83.00	$ 9,130.00	$ 65.00	$ 7,150.00	$ 59.36	$ 6,529.60	$ 92.00	$ 10,120.00
A1-23	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 15-IN	LF	20	$ 48.00	$ 960.00	$ 86.00	$ 1,720.00	$ 96.00	$ 1,920.00	$ 114.26	$ 2,285.20	$ 150.00	$ 3,000.00
A1-24	Storm Sewer Pipe, Perforated Corrugated HDPE, Class III-A, 24-IN	LF	260	$ 91.00	$ 23,660.00	$ 150.00	$ 39,000.00	$ 125.00	$ 32,500.00	$ 94.57	$ 24,588.20	$ 120.00	$ 31,200.00
A1-25	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 30-IN	LF	240	$ 98.00	$ 23,520.00	$ 116.00	$ 27,840.00	$ 220.00	$ 52,800.00	$ 102.11	$ 24,506.40	$ 148.00	$ 35,520.00
A1-26	Storm Sewer Pipe, Perforated Corrugated HDPE, Class III-A, 30-IN	LF	270	$ 119.00	$ 32,130.00	$ 161.00	$ 43,470.00	$ 225.00	$ 60,750.00	$ 126.83	$ 34,244.10	$ 148.00	$ 39,960.00
A1-27	4-FT-DIA Storm Sewer MH W/ Casting	EA	1	$ 3,000.00	$ 3,000.00	$ 5,200.00	$ 5,200.00	$ 3,892.00	$ 3,892.00	$ 6,363.21	$ 6,363.21	$ 4,900.00	$ 4,900.00
A1-28	5-FT-DIA Storm Sewer MH W/ Casting	EA	1	$ 6,100.00	$ 6,100.00	$ 6,000.00	$ 6,000.00	$ 6,475.00	$ 6,475.00	$ 6,668.75	$ 6,668.75	$ 6,500.00	$ 6,500.00
A1-29	Adjusting Existing MH Casting	EA	2	$ 400.00	$ 800.00	$ 900.00	$ 1,800.00	$ 922.00	$ 1,844.00	$ 1,206.00	$ 2,412.00	$ 1,400.00	$ 2,800.00
A1-30	Adjusting Existing Inlet Casting	EA	1	$ 450.00	$ 450.00	$ 1,400.00	$ 1,400.00	$ 1,101.00	$ 1,101.00	$ 1,368.50	$ 1,368.50	$ 575.00	$ 575.00
A1-31	Storm Sewer Lateral, 4-IN, Schedule 40 PVC	LF	450	$ 58.00	$ 26,100.00	$ 63.65	$ 28,642.50	$ 61.00	$ 27,450.00	$ 91.92	$ 41,364.00	$ 78.00	$ 35,100.00

A1-32	8-IN SDR 35 PVC Sanitary Sewer Main	LF	325	$ 74.00	$ 24,050.00	$ 90.50	$ 29,412.50	$ 120.00	$ 39,000.00	$ 73.88	$ 24,011.00	$ 104.00	$ 33,800.00
A1-33	10-IN SDR 35 PVC Sanitary Sewer Main	LF	10	$ 106.00	$ 1,060.00	$ 142.50	$ 1,425.00	$ 250.00	$ 2,500.00	$ 230.07	$ 2,300.70	$ 207.00	$ 2,070.00
A1-34	Sanitary Sewer Lateral Replacement (6-IN), SDR 35	LF	375	$ 94.00	$ 35,250.00	$ 54.75	$ 20,531.25	$ 100.00	$ 37,500.00	$ 105.04	$ 39,390.00	$ 125.00	$ 46,875.00
A1-35	4-FT-DIA Sanitary Sewer MH W/?Casting	EA	3	$ 6,950.00	$ 20,850.00	$ 7,200.00	$ 21,600.00	$ 6,357.00	$ 19,071.00	$ 5,981.58	$ 17,944.74	$ 6,400.00	$ 19,200.00
A1-36	Special Bedding	LF	800	$ 28.00	$ 22,400.00	$ 20.00	$ 16,000.00	$ 25.00	$ 20,000.00	$ 8.97	$ 7,176.00	$ 10.00	$ 8,000.00
A1-37	8-IN C900 PVC Water Main	LF	750	$ 114.00	$ 85,500.00	$ 104.33	$ 78,247.50	$ 120.00	$ 90,000.00	$ 100.03	$ 75,022.50	$ 118.00	$ 88,500.00
A1-38	12-IN C900 PVC Water Main	LF	60	$ 325.00	$ 19,500.00	$ 430.00	$ 25,800.00	$ 435.00	$ 26,100.00	$ 438.04	$ 26,282.40	$ 390.00	$ 23,400.00
A1-39	1-IN Polyethylene Water Service Lateral	LF	420	$ 63.00	$ 26,460.00	$ 78.75	$ 33,075.00	$ 80.00	$ 33,600.00	$ 78.28	$ 32,877.60	$ 90.00	$ 37,800.00
A1-40	Temporary Water Service	LS	1	$ 4,000.00	$ 4,000.00	$ 11,900.00	$ 11,900.00	$ 12,486.00	$ 12,486.00	$ 4,698.20	$ 4,698.20	$ 6,000.00	$ 6,000.00
A1-41	Subsurface Exploration	EA	3	$ 400.00	$ 1,200.00	$ 500.00	$ 1,500.00	$ 760.00	$ 2,280.00	$ 921.61	$ 2,764.83	$ 870.00	$ 2,610.00
A1-42	Seed Restoration	SY	465	$ 7.00	$ 3,255.00	$ 8.70	$ 4,045.50	$ 7.40	$ 3,441.00	$ 16.45	$ 7,649.25	$ 8.00	$ 3,720.00
A1-43	Erosion Control	LS	1	$ 2,500.00	$ 2,500.00	$ 3,900.00	$ 3,900.00	$ 3,167.00	$ 3,167.00	$ 4,754.16	$ 4,754.16	$ 500.00	$ 500.00
A1-44	Tree Removal	EA	1	$ 850.00	$ 850.00	$ 800.00	$ 800.00	$ 792.00	$ 792.00	$ 811.13	$ 811.13	$ 840.00	$ 840.00
A1-45	Traffic Control	LS	1	$ 1,000.00	$ 1,000.00	$ 450.00	$ 450.00	$ 475.00	$ 475.00	$ 2,703.75	$ 2,703.75	$ 470.00	$ 470.00
A1-46	Bypass Pumping	LS	1	$ 2,500.00	$ 2,500.00	$ 1.00	$ 1.00	$ 2,731.00	$ 2,731.00	$ 5,028.70	$ 5,028.70	$ 4,400.00	$ 4,400.00
A1-47	Staking Storm Sewer Structures	EA	6	$ 70.00	$ 420.00	$ 65.00	$ 390.00	$ 69.00	$ 414.00	$ 70.30	$ 421.80	$ 68.00	$ 408.00
A1-48	Staking Sanitary Sewer Structures	EA	3	$ 90.00	$ 270.00	$ 85.00	$ 255.00	$ 90.00	$ 270.00	$ 91.93	$ 275.79	$ 89.00	$ 267.00
A1-49	Staking Water Main	LS	1	$ 1,300.00	$ 1,300.00	$ 1,184.00	$ 1,184.00	$ 1,250.00	$ 1,250.00	$ 1,280.50	$ 1,280.50	$ 1,300.00	$ 1,300.00
A1-50	Staking Subgrade	LF	985	$ 1.00	$ 985.00	$ 0.50	$ 492.50	$ 0.01	$ 9.85	$ 0.55	$ 541.75	$ 0.50	$ 492.50
A1-51	Staking Base	LF	985	$ 1.00	$ 985.00	$ 0.70	$ 689.50	$ 0.70	$ 689.50	$ 0.76	$ 748.60	$ 1.00	$ 985.00
A1-52	Staking Curb and Gutter	LF	1,980	$ 1.00	$ 1,980.00	$ 0.70	$ 1,386.00	$ 0.70	$ 1,386.00	$ 0.76	$ 1,504.80	$ 0.70	$ 1,386.00
	ALTERNATE 1 BID SECTION TOTAL:				**$ 691,932.25**		**$ 849,031.00**		**$ 816,440.35**		**$ 823,716.09**		**$ 816,815.00**
A2-1	Common Excavation	CY	1,400	$ 18.00	$ 25,200.00	$ 15.00	$ 21,000.00	$ 14.80	$ 20,720.00	$ 18.86	$ 26,404.00	$ 15.00	$ 21,000.00
A2-2	Mobilization	LS	1	$ 25,000.00	$ 25,000.00	$ 99,250.00	$ 99,250.00	$ 6,193.00	$ 6,193.00	$ 24,256.38	$ 24,256.38	$ 26,000.00	$ 26,000.00
A2-3	Rock Excavation-Utility Trench	CY	100	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 200.04	$ 20,004.00	$ 1.00	$ 100.00
A2-4	HMA Pavement 4MT58-34S	T	280	$ 102.00	$ 28,560.00	$ 99.40	$ 27,832.00	$ 104.90	$ 29,372.00	$ 104.43	$ 29,240.40	$ 105.00	$ 29,400.00
A2-5	HMA Pavement, 3MT58-34S	T	345	$ 98.00	$ 33,810.00	$ 95.92	$ 33,092.40	$ 101.30	$ 34,948.50	$ 100.78	$ 34,769.10	$ 100.00	$ 34,500.00
A2-6	Prepare Foundation for Asphaltic Paving	LS	1	$ 4,000.00	$ 4,000.00	$ 3,270.00	$ 3,270.00	$ 3,452.00	$ 3,452.00	$ 3,435.46	$ 3,435.46	$ 3,400.00	$ 3,400.00
A2-7	Dense Graded Base, 1 1/4-IN	T	3,430	$ 15.50	$ 53,165.00	$ 15.50	$ 53,165.00	$ 15.80	$ 54,194.00	$ 16.87	$ 57,864.10	$ 16.00	$ 54,880.00
A2-8	Excavation Below Subgrade	CY	380	$ 12.00	$ 4,560.00	$ 15.00	$ 5,700.00	$ 37.00	$ 14,060.00	$ 26.77	$ 10,172.60	$ 36.00	$ 13,680.00
A2-9	Biaxial Geogrid	SY	2,280	$ 2.50	$ 5,700.00	$ 2.50	$ 5,700.00	$ 3.70	$ 8,436.00	$ 2.26	$ 5,152.80	$ 2.00	$ 4,560.00
A2-10	Compacted Fill	CY	1,260	$ 31.00	$ 39,060.00	$ 30.00	$ 37,800.00	$ 18.00	$ 22,680.00	$ 18.26	$ 23,007.60	$ 17.00	$ 21,420.00
A2-11	Concrete Sidewalk, 4-IN	SF	6,050	$ 5.25	$ 31,762.50	$ 5.05	$ 30,552.50	$ 5.00	$ 30,250.00	$ 5.14	$ 31,097.00	$ 5.00	$ 30,250.00
A2-12	Concrete Sidewalk, 6-IN	SF	1,740	$ 6.45	$ 11,223.00	$ 5.90	$ 10,266.00	$ 5.90	$ 10,266.00	$ 6.44	$ 11,205.60	$ 6.20	$ 10,788.00
A2-13	Concrete Sidewalk Removal	SF	7,255	$ 1.00	$ 7,255.00	$ 0.60	$ 4,353.00	$ 0.60	$ 4,353.00	$ 0.43	$ 3,119.65	$ 1.00	$ 7,255.00
A2-14	Detectable Warning Field	SF	120	$ 30.00	$ 3,600.00	$ 40.00	$ 4,800.00	$ 42.20	$ 5,064.00	$ 32.45	$ 3,894.00	$ 31.00	$ 3,720.00
A2-15	Concrete Driveway, 6-IN	SF	1,765	$ 6.45	$ 11,384.25	$ 5.60	$ 9,884.00	$ 5.90	$ 10,413.50	$ 6.44	$ 11,366.60	$ 6.20	$ 10,943.00
A2-16	24-IN Curb and Gutter	LF	1,530	$ 14.50	$ 22,185.00	$ 12.00	$ 18,360.00	$ 12.70	$ 19,431.00	$ 15.14	$ 23,164.20	$ 15.00	$ 22,950.00
A2-17	Curb and Gutter Removal	LF	1,530	$ 2.00	$ 3,060.00	$ 3.00	$ 4,590.00	$ 3.20	$ 4,896.00	$ 2.69	$ 4,115.70	$ 3.00	$ 4,590.00
A2-18	Drain Basin (24-IN) W/ Casting	EA	3	$ 2,900.00	$ 8,700.00	$ 3,350.00	$ 10,050.00	$ 3,636.00	$ 10,908.00	$ 4,497.04	$ 13,491.12	$ 3,800.00	$ 11,400.00
A2-19	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 12-IN	LF	70	$ 44.50	$ 3,115.00	$ 85.00	$ 5,950.00	$ 68.00	$ 4,760.00	$ 61.65	$ 4,315.50	$ 94.00	$ 6,580.00
A2-20	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 15-IN	LF	25	$ 48.00	$ 1,200.00	$ 100.00	$ 2,500.00	$ 132.00	$ 3,300.00	$ 105.09	$ 2,627.25	$ 127.00	$ 3,175.00
A2-21	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 18-IN	LF	10	$ 53.00	$ 530.00	$ 115.00	$ 1,150.00	$ 144.00	$ 1,440.00	$ 214.01	$ 2,140.10	$ 234.00	$ 2,340.00
A2-22	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 24-IN	LF	10	$ 70.00	$ 700.00	$ 125.00	$ 1,250.00	$ 163.00	$ 1,630.00	$ 239.14	$ 2,391.40	$ 260.00	$ 2,600.00
A2-23	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 30-IN	LF	275	$ 98.00	$ 26,950.00	$ 111.00	$ 30,525.00	$ 160.00	$ 44,000.00	$ 103.82	$ 28,550.50	$ 179.00	$ 49,225.00
A2-24	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 36-IN	LF	470	$ 121.00	$ 56,870.00	$ 125.00	$ 58,750.00	$ 200.00	$ 94,000.00	$ 122.51	$ 57,579.70	$ 182.00	$ 85,540.00
A2-25	4-FT-DIA Storm Sewer MH W/ Casting	EA	1	$ 3,600.00	$ 3,600.00	$ 5,200.00	$ 5,200.00	$ 6,326.00	$ 6,326.00	$ 14,083.01	$ 14,083.01	$ 6,400.00	$ 6,400.00
A2-26	5-FT-DIA Storm Sewer MH W/ Casting	EA	1	$ 6,100.00	$ 6,100.00	$ 6,300.00	$ 6,300.00	$ 7,148.00	$ 7,148.00	$ 7,042.30	$ 7,042.30	$ 7,000.00	$ 7,000.00
A2-27	6-FT-DIA Storm Sewer MH W/ Casting	EA	1	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 9,666.00	$ 9,666.00	$ 8,955.36	$ 8,955.36	$ 9,100.00	$ 9,100.00
A2-28	Adjusting Existing MH Casting	EA	1	$ 400.00	$ 400.00	$ 900.00	$ 900.00	$ 922.00	$ 922.00	$ 1,210.28	$ 1,210.28	$ 1,400.00	$ 1,400.00
A2-29	Storm Sewer Lateral, 4-IN, Schedule 40 PVC	LF	400	$ 48.00	$ 19,200.00	$ 63.00	$ 25,200.00	$ 61.00	$ 24,400.00	$ 81.11	$ 32,444.00	$ 75.00	$ 30,000.00
A2-30	8-IN SDR 35 PVC Sanitary Sewer Main	LF	750	$ 74.00	$ 55,500.00	$ 80.50	$ 60,375.00	$ 100.00	$ 75,000.00	$ 73.14	$ 54,855.00	$ 101.00	$ 75,750.00
A2-31	10-IN SDR 35 PVC Sanitary Sewer Main	LF	10	$ 106.00	$ 1,060.00	$ 87.50	$ 875.00	$ 123.00	$ 1,230.00	$ 225.20	$ 2,252.00	$ 193.00	$ 1,930.00
A2-32	Sanitary Sewer Lateral Replacement (6-IN), SDR 35	LF	400	$ 84.00	$ 33,600.00	$ 55.00	$ 22,000.00	$ 100.00	$ 40,000.00	$ 88.46	$ 35,384.00	$ 117.00	$ 46,800.00
A2-33	4-FT-DIA Sanitary Sewer MH W/?Casting	EA	1	$ 6,950.00	$ 6,950.00	$ 6,300.00	$ 6,300.00	$ 6,462.00	$ 6,462.00	$ 6,528.74	$ 6,528.74	$ 6,400.00	$ 6,400.00
A2-34	4-FT-DIA Sanitary Sewer MH W/?Outside Drop W/?Casting	EA	1	$ 11,350.00	$ 11,350.00	$ 8,350.00	$ 8,350.00	$ 9,188.00	$ 9,188.00	$ 7,833.90	$ 7,833.90	$ 8,600.00	$ 8,600.00
A2-35	Special Bedding	LF	800	$ 28.00	$ 22,400.00	$ 20.00	$ 16,000.00	$ 25.00	$ 20,000.00	$ 8.97	$ 7,176.00	$ 10.00	$ 8,000.00

A2-36	8-IN C900 PVC Water Main	LF	725	$ 114.00	$ 82,650.00	$ 96.91	$ 70,259.75	$ 92.00	$ 66,700.00	$ 101.33	$ 73,464.25	$ 117.00	$ 84,825.00
A2-37	12-IN C900 PVC Water Main	LF	75	$ 325.00	$ 24,375.00	$ 268.00	$ 20,100.00	$ 334.00	$ 25,050.00	$ 332.18	$ 24,913.50	$ 300.00	$ 22,500.00
A2-38	1-IN Polyethylene Water Service Lateral	LF	240	$ 63.00	$ 15,120.00	$ 83.20	$ 19,968.00	$ 82.00	$ 19,680.00	$ 89.66	$ 21,518.40	$ 100.00	$ 24,000.00
A2-39	Temporary Water Service	LS	1	$ 2,200.00	$ 2,200.00	$ 7,000.00	$ 7,000.00	$ 9,393.00	$ 9,393.00	$ 4,643.85	$ 4,643.85	$ 5,800.00	$ 5,800.00
A2-40	Subsurface Exploration	EA	2	$ 400.00	$ 800.00	$ 500.00	$ 1,000.00	$ 760.00	$ 1,520.00	$ 923.03	$ 1,846.06	$ 870.00	$ 1,740.00
A2-41	Seed Restoration	SY	830	$ 7.00	$ 5,810.00	$ 8.70	$ 7,221.00	$ 7.40	$ 6,142.00	$ 16.76	$ 13,910.80	$ 8.00	$ 6,640.00
A2-42	Erosion Control	LS	1	$ 1,000.00	$ 1,000.00	$ 750.00	$ 750.00	$ 3,167.00	$ 3,167.00	$ 4,754.16	$ 4,754.16	$ 500.00	$ 500.00
A2-43	Tree Removal	EA	9	$ 2,000.00	$ 18,000.00	$ 250.00	$ 2,250.00	$ 1,900.00	$ 17,100.00	$ 1,946.70	$ 17,520.30	$ 260.00	$ 2,340.00
A2-44	Traffic Control	LS	1	$ 800.00	$ 800.00	$ 400.00	$ 400.00	$ 422.00	$ 422.00	$ 2,703.75	$ 2,703.75	$ 420.00	$ 420.00
A2-45	Bypass Pumping	LS	1	$ 2,500.00	$ 2,500.00	$ 1.00	$ 1.00	$ 4,110.00	$ 4,110.00	$ 8,087.87	$ 8,087.87	$ 4,400.00	$ 4,400.00
A2-46	Staking Storm Sewer Structures	EA	6	$ 70.00	$ 420.00	$ 65.00	$ 390.00	$ 69.00	$ 414.00	$ 70.30	$ 421.80	$ 68.00	$ 408.00
A2-47	Staking Sanitary Sewer Structures	EA	2	$ 90.00	$ 180.00	$ 85.00	$ 170.00	$ 90.00	$ 180.00	$ 91.93	$ 183.86	$ 89.00	$ 178.00
A2-48	Staking Water Main	LS	1	$ 1,300.00	$ 1,300.00	$ 1,184.00	$ 1,184.00	$ 1,250.00	$ 1,250.00	$ 1,280.50	$ 1,280.50	$ 1,300.00	$ 1,300.00
A2-49	Staking Subgrade	LF	740	$ 0.70	$ 518.00	$ 0.50	$ 370.00	$ 0.01	$ 7.40	$ 0.55	$ 407.00	$ 0.50	$ 370.00
A2-50	Staking Base	LF	740	$ 1.00	$ 740.00	$ 0.70	$ 518.00	$ 0.70	$ 518.00	$ 0.76	$ 562.40	$ 0.70	$ 518.00
A2-51	Staking Curb and Gutter	LF	1,530	$ 1.00	$ 1,530.00	$ 0.70	$ 1,071.00	$ 0.70	$ 1,071.00	$ 0.76	$ 1,162.80	$ 0.70	$ 1,071.00
	ALTERNATE 2 BID SECTION TOTAL:				**$ 734,193.75**		**$ 2,470,505.65**		**$ 2,428,715.10**		**$ 2,435,942.83**		**$ 2,452,316.00**
	TOTAL BID:				**$ 7,573,513.25**		**$ 9,548,040.90**		**$ 9,716,497.60**		**$ 9,824,614.74**		**$ 10,672,425.00**
	BID TOTAL WITH 15% CONTINGENCY:				**$ 8,709,540.24**		**$ 10,980,247.04**		**$ 11,173,972.24**		**$ 11,298,306.95**		**$ 12,273,288.75**

2022 Pavement Maintenance Program (#8151345)
Owner: City of Stevens Point Project #22-04
04/05/2022 10:00 AM CDT

					Fahrner Asphalt Sealers, LLC		Scott Construction, Inc	
Line Item	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
1	SPV.0105.01	Supplemental Traffic Control	L.S.	1	$3,000.00	$3,000.00	$4,500.00	$4,500.00
2	SPV.0180.01	Seal Coat	S.Y.	58,000	$2.38	$138,040.00	$2.54	$147,320.00
3	SPV.0180.02	Seal Coat Special (Fog Seal)	S.Y.	58,000	$0.47	$27,260.00	$0.60	$34,800.00
4	SPV.0180.03	Seal Coat Special (GSB-88)	S.Y.	41,250	$1.07	$44,137.50	$1.38	$56,925.00
		Base Bid Total:				**$212,437.50**		**$243,545.00**
		Base Bid with 15% Contingency:				**$244,303.13**		**$280,076.75**

2022 Curb, Gutter, And Sidewalk Repair Program (#8108071)
Owner: City of Stevens Point Project #22-05
04/05/2022 11:00 AM CDT

					Fahrner Asphalt Sealers, LLC	
Line Item	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
1	204.01	Removing Pavement	S.Y.	20	$17.00	$340.00
2	204.015	Removing Curb & Gutter	L.F.	170	$7.00	$1,190.00
3	204.0155	Removing Concrete Sidewalk	S.Y.	1,940	$19.80	$38,412.00
4	390.0203	Base Patching Asphaltic	S.Y.	30	$70.00	$2,100.00
5	416.016	Concrete Driveway (6-inch)	S.Y.	20	$70.00	$1,400.00
6	601.0324	Concrete Curb & Gutter (24-inch)	L.F.	70	$42.00	$2,940.00
7	601.0411	Concrete Curb & Gutter (30-inch) Type D	L.F.	50	$46.00	$2,300.00
8	602.0405	Concrete Sidewalk (4-inch)	S.F.	14,060	$7.70	$108,262.00
9	602.0415	Concrete Sidewalk (6-inch)	S.F.	3,390	$8.70	$29,493.00
10	602.0515	Curb Ramp Detectable Warning Field (Natural Patina)	S.F.	20	$46.00	$920.00
11	625.01	Topsoil	S.Y.	500	$12.00	$6,000.00
12	627.02	Mulching	S.Y.	500	$3.50	$1,750.00
13	628.6505	Soil Stabilizer Type A	S.Y.	500	$1.00	$500.00
14	630.014	Seed Mixture No. 40	S.Y.	500	$4.00	$2,000.00
15	690.015	Sawcutting Asphalt	L.F.	200	$3.00	$600.00
16	SPV.0105.01	Traffic Control	L.S.	1	$2,000.00	$2,000.00
		Base Bid Total:				**$200,207.00**
		Base Bid with 15% Contingency:				**$230,238.05**