REGULAR MEETING
Board of Park Commissioners
October 5, 2022 - 6:30 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 850 4936 5336 | Passcode: 175204
By Computer: Join Here
By Phone: +1-312-626-6799 (US Chicago)

AGENDA

Discussion and Possible Action on:

1. Roll Call.
2. Approval of August 3, 2022 meeting minutes
3. 2022 Donald Copps Municipal Pool season review presentation
4. Agreement with Northward Adventures for concession and rental skate sales during the winter sport season in Goerke Park.
5. Agreement with Valley View Forestry, LLC for timber sale for Yulga Park and West River Park.
6. Ordinance amendment: Chapter 11 Forestry Ordinance Updates
7. Resolution authorizing the Forestry Department to apply for a 2023 Department of Natural Resources Urban Forestry Grant.
8. Rejection of bid for KB Willett Ice Arena Building Addition, Recladding and Ticket Booth Entryway Project.
9. Director's Report
   1. Plover River Crossing Project and $1.47 million dollar Transportation Alternative Grant Award
   2. LIT2 Sculpture Park Event on October 15
   3. Emerson Park playground update
   4. Comprehensive Outdoor Recreation Plan update
10. Adjournment.

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.

REGULAR MEETING MINUTES
Board of Park Commissioners
August 3, 2022 - 6:30 PM
Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 829 8368 5902 | Passcode: 123456
By Computer: Click to Connect
By Phone: +1-312-626-6799 (US Chicago)

5:00 pm - Park tour begins at Community Stadium in Goerke Park. (Tour route will begin at the north end of home bleachers along Minnesota Avenue). The tour will include viewing of the turf project and other improvements inside Goerke Park.

Discussion and Possible Action on:

1. **Roll Call.**

Present: Bob Freckman, Mike Glodosky, Sue Hall, Alder Ginger Keymer, Liz McDonald, John Okonek, Shaun Przybylski, Alder David Shorr, Wayne Sorenson, Alder Mykeerah Zarazua.
Excused: Carie Winn
Also Present: Director Kremer

2. **Approval of July 6, 2022 meeting minutes**

Motion by McDonald to approve the meeting minutes, second by Hall; motion passed 10-0.

3. **Approval of usage and financial agreements with UWSP, Stevens Point Area Public School District and the Pacelli Catholic Schools, Inc. for the Goerke Park improvement project, community stadium and the K.B. Willett Arena**

Motion by McDonald to approve the usage and financial agreements with organizations listed for the Goerke Park improvement project as written, second by Glodosky; motion passed 10-0.

4. **Director's Report**
   1. **Iverson playground**
   2. **Pool season closes Sunday, August 14**
   3. **Pool replaster project update**

5. **Adjournment.**

Motion to adjourn by Okonek, second by Przybylski; motion passed 10-0. The meeting adjourned at 6:44 pm

Agenda Notes

3. 2022 Donald Copps Municipal Pool season review presentation

Programs and Facilities Supervisor, Anne Hylla, will present attendance and financial summaries for the 2022 pool season. Anne will also summarize the plastering project which took place this summer at the pool.

4. Agreement with Northward Adventures for concession and rental skate sales during the winter sport season in Goerke Park.

Northward Peddle and Paddle recently sold their business to Ben Martinez of Northward Adventures. The existing leases in Iverson Park are transferring with the sale; however, the lease at Goerke Park for winter sports sales had expired. Inside the packet is an updated two (2) year lease with Ben and Northward Adventures. The updated lease is consistent with how the former owner operated at Goerke Park last winter. Staff recommendation is to approve the lease as written.

5. Agreement with Valley View Forestry, LLC for a timber sale for Yulga Park and West River Park.

City staff has been planning to thin the red pine stand in Yulga Park and West River Park for several years. This thinning is required for the long-term health of red pine in each area. Earlier this summer, staff contacted the Portage County Forester and learned of a timber sale specialist, Ken Price of Valley View Forestry, who has experience and specializes in timber sales for municipalities. Ken's scope of work will include meeting with City staff and the disc golf users to salvage any trees needed for the disc golf course, marking the timber for removal, managing the scaling, managing the site and operations and soliciting the logging company.

Staff and Valley View Forestry have estimated that the City will be paid $40-$50 per cord for pine bolts and $15-$25 per cord for pulp. The consultant fee is $6.00 per cord to perform his services and to organize the timber sale. It is believed this sale may yield approximately $15,000 which would be deposited into a Forestry Reserve Fund. Staff recommendation is to approve the timber sale contract with Valley View Forestry, LLC.

6. Ordinance amendment: Chapter 11 Forestry Ordinance Updates

Forestry Superintendent, Todd Ernster, successfully applied and was awarded a 2022 Urban Forestry Grant which included updating the City's Forestry ordinances. Included in the packet is a red line version and a clean version of the proposed updates to the Forestry Ordinance. The updates being proposed were completed with assistance by the City Attorney. Staff recommendation is to approve the ordinance revisions as written.

7. Resolution authorizing the Forestry Department to apply for a 2023 Department of Natural Resources Urban Forestry Grant.

Included in the packet is a resolution authorizing the Forestry Department to apply for a 50% matching grant totaling $50,000. Forestry Superintendent, Todd Ernster, has also included a memo in the packet which provides greater detail. Staff recommendation is to approve of the resolution as written.

8. Rejection of bid for KB Willett Ice Arena Building Addition, Recladding, and Ticket Booth Entryway Project.

A memo is included in the packet.

AGREEMENT FOR ICE SKATE AND ICE SPORT RECREATION RENTALS AND CONCESSION SALES
GOERKE PARK ICE RINK AREA AND PARKER BUILDING

THIS AGREEMENT is made this ____ day of _____, 2022, by and between the City of Stevens Point, a municipal corporation with offices located at 2442 Sims Avenue, Stevens Point, Wisconsin (hereinafter referred to be as "City") and Northward Adventures, with offices located at N7697 Indian Hills Trail; Beaver Dam, 53916 (hereinafter referred to be as "Renter"). City and Renter are sometimes hereinafter jointly referred to as the "Parties".

WHEREAS, the City owns the Parker Building (2500 Main Street) located in Goerke Park, and

WHEREAS, the Renter is desirous of leasing the building to rent skates and sell concessions out of the building during the winter sport season, and

WHEREAS, the initial term of this agreement shall begin on the agreement date above and end on April 30, 2024. Either party may terminate the agreement by providing written notice to the other with a (90) ninety-day notice of termination.

NOW, THEREFORE, in consideration of the terms and covenants set forth herein, it is agreed as follows:

1. The City shall grant exclusive rights to operate the ice skate rentals and concession sales at the Parker Building in Goerke Park for the term of this agreement.

2. Winter sports season dates shall be as weather and ice conditions allow. Opening and closing dates shall be scheduled by mutual consent by Renter and City. Renter and City agree that mutual consent shall not be unreasonably denied once safe ice conditions are created.

3. Renter shall staff the Parker Building and keep the restrooms and warming area open to the public at minimum on Fridays from 6 pm to 9 pm and Saturdays and Sundays from 12 pm – 5 pm during winter sports season. Renter shall be permitted to be open longer within the confines of the City's park hours ordinance if desired. Renter shall provide a portable toilet during the winter sports season if Renter is not open Monday – Thursday.

4. Renter shall monitor the ice area grounds, clean up trash and refuse and place in correct containers, provide first aid and enforce all rules and regulations of the Goerke hockey and figure skating area during public hours.

Renter shall also be present to answer questions and be a first point of contact for ice rink users.

5. The Renter shall provide the rental and/or purchase of ice skates, hockey sticks, hockey pucks, and other ice skating and sports related recreation equipment. Additionally, the Renter shall sell concession items including but not limited to hot chocolate, coffee, hot dogs, nachos, walking tacos, and other goods in compliance with their County concession vending permit. If the Renter wishes to expand the items offered for rent or sale, the Renter shall submit a request to the City for approval prior to being authorized to rent or sell within the Parker Building in Goerke Park.

6. Renter shall be permitted to use one adjacent room area within the Parker Building to host birthday parties and small events. The City shall decide which room may be used by Renter. The lobby of the parker building shall be available to the Renter at all times.

7. The Renter acknowledges that two restrooms are located within the Parker Building in Goerke Park that must remain open Friday, Saturday and Sunday during the winter sports season. Renter agrees to provide daily surface cleaning of restrooms which shall include complete pick up of trash and debris, clean up of spills, messes or other liquids on floors and surfaces daily, and surface cleaning as needed to maintain a safe, cleanly public restroom facility at the Parker Building.

8. The City shall provide deep cleaning of restrooms and building daily Monday – Friday. Deep cleaning shall include restocking of towels and toilet paper, scrubbing and mopping of toilets, sinks and floors. Additional cleaning can be done by request of Renter and with City and Renter mutual agreement.

9. The City shall provide all ice rink flooding, construction, maintenance, resurfacing, brooming and snow removal at no cost to Renter. These services shall be performed as needed Monday – Saturday. Only emergency maintenance activities shall be performed on Sundays by City. Emergency Repairs must be reported to Director of Parks, Recreation and Forestry upon discovery. Flooding, construction, maintenance, resurfacing, brooming and snow removal standards and level of care shall be determined by the City.

10. The Renter shall pay the City an annual rental fee of $350. Payment shall be made within thirty (30) days following the seasonal closure of the Winter Sports area for the year.

11. City shall pay all water and utility bills for the Parker Building and Goerke Park.

12. Renter shall have authorization to advertise and run theme days within the Goerke Ice Rinks. Examples of theme days are as follows: Skating and pictures with Santa, Skating around a Christmas Tree, etc. All theme days shall be

within the confines of the skating areas and shall follow all rules and regulations of the City of Stevens Point. Any large events shall follow the standard special event process for the City of Stevens Point.

13. The Renter shall comply with all local and state regulations, ordinances, codes and laws, including but not limited to, park hours, Wisconsin Statutes, Wisconsin Administrative Code, OSHA requirements, local zoning, health, fire, safety and sales laws.

14. The Renter shall make no improvements, alterations, additions or changes to the premises except with the written approval of the City. Any approved improvements, alterations or additions shall be at the Renters expense.

15. The buildings are accepted in an "as is" condition and the City makes no promises nor commitments to refurbish or repair such buildings. The City is not responsible for providing any further utilities to the buildings and any such request for utilities by Renter shall be at Renter's expense.

16. The erection of signs and advertising or display materials relating to the Renter's business is not allowed unless authorized in writing by the City of Stevens Point. All signs, advertising or display materials and all publications, stationary, printed or promotional material and exhibits shall clearly identify the premises as property of the City of Stevens Point. The Director of Parks, Recreation and Forestry shall approve of placement of such banners or other signage submitted by the Renter.

17. The Renter shall comply with the current waste reduction, recycling and refuse disposal program. The Renter depending on volume may have to provide for the picking up or hauling away of refuse and recycle materials from the buildings. City shall provide standard refuse and recycle container removal with City provided carts.

18. The Renter shall keep the premises and surrounding grounds in a clean, neat and sanitary condition at all times. Temporary buildings and structures may be installed with prior written approval of the Director of Parks, Recreation and Forestry.

19. If the City determines the Renter's management or operation of the premises is unsatisfactory in any substantial respect or if the City determines the Renter has failed to comply with this Agreement, the City shall notify the Renter in writing of such deficient management or operation. Except in the case of possible danger to the health or safety of park visitors or employees of the Renter or park, the Renter shall have (72) seventy-two hours to cure the problem or justify an extension of time to the Park Commission. If the Renter fails to take appropriate action as determined by the City of Stevens Point within (72) seventy-two hours of being notified, the City may terminate this Agreement immediately by providing written notice of such termination to

Renter. Upon termination of this Agreement, the rights of the Renter are forfeited, and the City of Stevens Point may immediately take possession of and operate the premises except for the Renter's personal property, which Renter shall have five (5) business days to recover from the premises.

20. The City may enter upon the premises at any time upon reasonable notice of a reason and for the purpose of inspection or making such repairs and improvements as the City deems necessary. The Renter shall not cause or allow any waste or nuisance upon the premises. The Renter shall maintain all properties that are subject to this Agreement, both real and personal, in their present condition (ordinary wear and tear expected), and shall maintain high standards of cleanliness and sanitation.

21. The Renter and City shall not create any lien, security interest, nor assign, sublease or otherwise transfer this Agreement or mortgage or pledge rights under it except with written City approval.

22. The Renter shall be an independent business and not an employee or agent of the City of Stevens Point. The Renter shall post a sign no smaller than (8) eight inches by (11) eleven inches in size stating that the Renter is an independent business, operating the premises under agreement with the City of Stevens Point.

23. If the premises or any part of its destroyed or damaged by wind, water, or fire by a human or a natural cause so as to make it necessary to rebuild, restore, replace or substantially repair the premises or any part of it, the Renter agrees that the City need not rebuild, restore, replace or substantially repair the premises.

Insurance

1. The Renter shall purchase General Liability Coverage listing the "City of Stevens Point" as additionally insured. The Renter shall supply the certificate of insurance to the City at start of this agreement term above and maintain coverage for the duration of this agreement. Minimum limits for the insurance coverage shall be as follows:

    a. Commercial General Liability
    Minimum Limits
    $1,000,000 General Aggregate – per project
    $1,000,000 Products & Completed Operations
    $1,000,000 Personal & Advertising Injury
    $1,000,000 Each Occurrence Limit

    b. Claims made form of coverage is not acceptable.

c. Insurance must include:
    i. Premises and Operations Liability
    ii. Contractual Liability including coverage for the joint negligence of the City of Stevens Point, its officers, council members, agents, employees, authorized volunteers and the named insured.
    iii. Personal Injury
    iv. Explosion, collapse, and underground coverage
    v. Products/completed operations
    vi. The general aggregate must apply separately for each location on the lease.

2. If Renter will be using vehicles for business operations within premises, proof of business automobile coverage shall be required with the following minimum limits:
    a. Limits - $250,000 each person/$500,000 each accident for Bodily Injury and $100,000 for Property Damage.
    Or
    b. $500,000 Combined Single Limit for Bodily Injury and property damage each accident.

3. Wisconsin Compensation and Employers Liability
    a. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
        i. $100,000 Each Accident
        ii. $500,000 Disease Policy Limit
        iii. $100,000 Disease – Each Employee
4. Liquor Liability
    a. If Renter sells alcoholic beverages then liquor liability with the following limit and coverage must be carried:
        i. Limits - $500,000 each occurrence/$500,000 aggregate.
5. Additional Provisions
    a. City shall be listed as Additional Insured – On the general liability coverage, business automobile coverage and liquor liability. City of Stevens Point, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.
    b. Endorsement- The Additional Insured Policy endorsement must accompany the Certificate of Insurance and be provided by the date of this agreement.
    c. Certificates of Insurance – A copy of the Certificate of Insurance must be on file with the City Clerk.

This Agreement, together with any specifications and referenced parts and attachments, shall constitute the entire Agreement and all prior agreements are herby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Agreement or other written documentation,

signed by both parties in advance of the effective date. The Renter shall notify its insurance company and its surety, if any, of any amendment.

Other items of mutual agreement may be written and attached to be made part of this agreement.

Indemnify, Defend, Hold Harmless

The Renter shall indemnify and hold harmless the City and its employees, and the City of Stevens Point and its members against any cause of action, claim, damage, cost or expense, including reasonable attorney's fees, arising from the management or operation of the premises or from any breach or default by the Renter in the performance of this Agreement or from any negligence of the Renter at the premises. In case any action or proceeding is brought against the City of Stevens Point by reason of any such cause of action or claim, the Renter upon notice from the City or City of Stevens Point, shall defend the City of Stevens Point by counsel reasonably satisfactory to the City of Stevens Point.

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

CITY OF STEVENS POINT	NORTHWARD ADVENTRURES
By:_____	By:_____
Name: Dan Kremer	Name: Ben Martinez
Its: Director of Parks, Rec, Forestry	Its: Owner
Date:	Date:

Valley View Forestry, LLC
3925 Jordan Rd
Stevens Point, WI 54482

Kenneth S Price
Telephone: (715) 952-5229
Email: valleyviewforestry@gmail.com

Received
Parks, Recreation & Forestry
SEP 13 2022

September 6, 2022

City of Stevens Point Dept. of Parks and Rec.
c/o Todd Ernster
2442 Sims Ave.
Stevens Point, WI 54481

Dear Todd,

Enclosed is the contract to hire Valley View Forestry, LLC to set up the timber sale for the City of Stevens Point with two signed signature pages. Please look it over and let me know if you have any questions or concerns. If it looks agreeable, **please sign both signature pages and return one to me**. The rest is for your records.

If you prefer, you are welcome to scan and email the required documents back rather than mailing them. Please use the email address at the top of the page.

Regarding our payment. The city will get paid by the logger based on the scaled volume of wood hauled to the mill times the contracted price per cord. The logger will make the check out to the city and mail it to us. We will audit the payment and then forward it to the city with an invoice for our portion of that volume. Our fee is $6.00 per cord of wood harvested. For reference, the City can expect be paid around $40-$50 per cord for the pine bolts, and $15-$25 per cord for pine pulp, depending on markets.

I have included our proof of insurance.

Please let me know if you have any questions.

Thank you.

Sincerely,

Kenneth S Price

Ken Price

AGREEMENT TO HIRE FORESTER
FOREST MANAGEMENT SERVICE

I. PREAMBLE

This Forest Management Service Agreement (hereafter called the "Agreement") is made and entered into on this *6 of September, 2022*, between *City of Stevens Point* (hereinafter the "Landowner") and *Valley View Forestry, LLC*, a Wisconsin limited liability company (hereinafter the "Forester").

II. RECITALS

Landowner has requested that Forester provide forest management services on certain real estate owned by Landowner located at *pt of NESE, pt of NWSE, pt of SWSE* S*15* T*24* R*8E, Lot #1 CSM#8286-32-116 being pt frac SW & GL3* S*6* T*23* R*8E, City of Stevens Point, Portage County, State of Wisconsin* (the "Property").

Forester has agreed to provide the forest management services for the Property, subject to the terms and conditions of this Agreement.

III. TERMS AND CONDITIONS

1. Term. The term of this Agreement shall commence on *8/29/2022* and shall continue for a period of two (2) calendar years, or upon completion of the Services (as defined herein) or termination of this Agreement as provided herein.

2. Services. Forester will perform the following services as requested by Landowner in accordance with sustainable forestry practices and the requirements of the Wisconsin DNR Division of Forestry (collectively, the "Services"):

A. Delineate the necessary timber sale cutting lines and boundaries.

B. Mark with tree marking paint those trees that, in his opinion, should be removed in the harvest or otherwise designate trees for harvest.

C. Develop a timber sale map and prospectus and send to landowner for review and approval prior to sending the sale out on bids and or see D.

D. Bid or negotiate directly with a qualified operator for the wood products on a per cord or ton or thousand board feet basis, or a lump sum.

E. Draw up the necessary logging contract with the operator selected and forward to Landowner for review and approval before harvesting can begin.

F. Collect and hold performance bond from operator selected.

G. Make periodic checks of cutting progress for contract compliance.

H. Audit the stumpage payments and forward them to Landowner.

I. Make final inspection at completion of sale and recommend return or forfeiture of performance bond.

J. File all necessary cutting notices and reports; including requesting NHI and Archaeological/Historical database searches on Landowner's behalf. Any permit fees shall be paid by Landowner.

K. Perform any other necessary services requested or required to perform duties as Forest Manager, including boundary work, and access research. See attachment A for additional information.

3. With the exception of the nine-day gun season for deer and Christmas Day and New Year's Day, the above services and any timber harvesting activity may only occur between November 1 and March 1. Avoidance

periods for complying with proper sustainable forestry practice restrictions and guidelines still apply, such as the oak wilt restricted harvest period.

4. Compensation. Landowner shall pay to Forester a fee of $*6.00 per cord* for services. All necessary boundary line work in excess of 1 hour per ¼ mile and all permit work shall be billed separately at an hourly rate of $*60.00 /hour*. Payment shall be due subsequent to commencement of logging activities and receipt of payment by Landowner.

5. Termination. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days prior written notice. In the event this Agreement is terminated prior to the end of the term, Landowner shall reimburse Forester for all expenses incurred at hourly rate of $*60.00*/*hour* and pay Forester all amounts due and owing, up to the date of termination.

6. Collection Costs. Landowner shall incur a late fee of 10% monthly on invoices that are not paid within thirty (30) days of invoice date. Landowner further agrees to pay reasonable costs of collection of past due amounts, as incurred by Forester, including, but not limited to, attorney's fees and court costs should the collection be referred to an attorney or assigned for collection.

7. Declaration by Landowner. Landowner warrants and represents to Forester: (a) that they are the owners of the Property and have the power and authority to enter into this Agreement; (b) that Forester may enter onto the Property in the Forester's discretion to perform Forester's obligations under the terms of this Agreement; and (c) title to the timber stumpage on the Property to be harvested is free and clear of any liens or encumbrances. Landowner shall be responsible for final location of property lines and must approve location of such lines as marked by Forester before timber sale is advertised for bids.

8. Performance Bond. Forester shall collect and hold performance bond in the amount of 10% of estimated bid value until sale completion and make recommendation on whether, in his opinion, performance bond should be returned to logging contractor or some or all of it forfeited to Landowner. Landowner shall have authority for final decision.

9. Independent Contractor. All work performed by Forester under this Agreement shall be as an independent contractor of Landowner and not as an employee. The parties agree to report and file their tax returns in a manner consistent with this independent contractor relationship. Forester has a right to contract with and provide services to other businesses subject to the limitations set forth in this Agreement. During the term of the Agreement, Forester shall be responsible for his own business expenses and costs.

10. Claims. Forester shall protect, indemnify and hold harmless Landowner from and against all claims, damages, losses, liens, judgments, penalties, expenses and/or liabilities (collectively "Claims"), except to the extent those Claims are caused by the intentional misconduct or negligent acts or omissions of Landowner, arising out of or relating to injury to any person or loss of or damage to property that occurs while Forester is providing the Services on the Property.

11. Headings. The subject headings of the sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12. Entire Agreement. With the exception of Attachment A to this contract, this Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, negotiations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the party against whom enforcement is sought.

13. Severability. If any terms or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms and provisions hereof shall in no way be affected thereby.

14. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

16. Successors and Assigns. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Landowner's and Forester's successors and assigns.

IV. GOVERNING LAW

Except as otherwise required by law, this Agreement, the rights and obligations hereunder, and the remedies available hereunder or at law or in equity, shall be governed by and construed in accordance with the laws of the State of Wisconsin. By execution of this Agreement, the parties hereto agree and submit to personal jurisdiction in the State of Wisconsin for the purposes of any suit or proceeding brought to enforce or construe the terms and conditions of this Agreement and agree that venue for any such suit or proceeding shall be in Portage County, Wisconsin.

V. WITNESSETH

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the *6 of September 2022*.

LANDOWNER

_____ (Print) _____ (Sign)

_____ (Print) _____ (Sign)

- -

FORESTER: VALLEY VIEW FORESTRY, LLC

By: Kenneth S Price

Kenneth S. Price – Manager

CONTACT INFORMATION

Forester
Valley View Forestry, LLC
Kenneth Price – Manager
3925 Jordan Rd
Stevens Point, WI 54482
715-922-0037

Landowner(s)
City of Stevens Point c/o Todd Ernster
2442 Sims Ave
Stevens Point, WI 54481
(715) 346-1532

Attachment A

Email of Notes from Landowner

From: **Todd Ernster** <TErnster@stevenspoint.com>
Date: Fri, Jul 29, 2022 at 8:09 AM
Subject: Yulga Logging
To: valleyviewforestry@gmail.com <valleyviewforestry@gmail.com>
Cc: Dan Kremer <dkremer@stevenspoint.com>

Hi Ken and Jeremy,

Here are a couple notes that I had regarding the proposed thinning out at the Yulga property and the parcels on the West Side:

1. No brush on the fairways
2. The logger is to meet with myself and the Disc Golf representative prior to beginning the operation (even prior to submitting quotes if they wish)
3. After marking the Disc Golf gets to take a look at in case there is a tree they would like to keep for the sake of the hole.
4. Todd will make Oak wilt killed trees to take down by the logger
5. Care will be taken not to drive over or damage cement tee boxes. Mavbe mark pertinent tee boxes in case covered by snow.
6. Spray pine stumps with sporax or similar product
7. Please solicit at least 2 quotes
8. Spell out your cut and how we are paid.
9. Give us at least a weeks notice so we can notify public of course and Green Circle closure.
10. Post relevant signage during operation on course and Green Circle.
11. Repair any damage to the Green Circle Trail.
12. Operations will take place between November 1st and March 1st
13. Maps of planned logging.
14. Provide proof of insurance.

Please let me know if you have any questions or concerns. Thank you,

Todd Ernster
City of Stevens Point
Superintendent of Forestry and Landscape Operations
Office: 715-346-1532
Email: ternster@stevenspoint.com

Esri Canada, Esri

CHAPTER 11

~~CITY FORESTER~~CITY FORESTER AND FORESTRY

Section

11.01 Intent and Purpose
11.02 Interdepartmental Coordination and Cooperation
11.03 Definitions
11.04 Standards and Specifications
11.05 ~~City Forester~~City Forester
11.06 Public Nuisance, Declaration and Abatement
11.07 Prohibited Acts Regarding Public Trees and Shrubs
11.08 Planting, Removal, Maintenance and Protection of Public Trees and Shrubs
11.09 Tree Protection During Construction in a Public Area
11.10 Cost of Planting, Removal, Maintenance and Protection of Public Trees and Shrubs
11.11 Appeal from Order of ~~City Forester~~City Forester
11.12 Penalties
11.13 Severability

11.01 INTENT AND PURPOSE.

(1) Having determined that a well-managed urban forest provides many benefits to the city, its residents and visitors, It is hereby declared to be the policy of the City of Stevens Point, Wisconsin, to regulate, finance and control the planting, removal, maintenance, and protection of trees and shrubs upon or in all public areas of the city in order to:

(a) Promote and enhance the aesthetics and general welfare of the city.

(b) Eliminate and guard against dangerous conditions which may result in injury to persons using the public areas of the city.

(c) Prevent damage to any public sewer, water main, street, sidewalk, or other public property.

(d) Protect trees and shrubs in public areas from undesirable and unsafe planting, removal, maintenance and protection practices.

(e) Protect all trees and shrubs from the damaging effects of construction, alteration or repair of utility facilities and other improvements in any public area.

(f) Guard all trees and shrubs both public and private, within the city against the spread of disease, insects, or pests.

(g) Authorize the Board of Parks Commissioners to employ a City Forester who shall carry out the duties indicated under Wisconsin Statutes § 27.09.

(2) The provisions of this ordinance shall apply to all trees and shrubs presently or hereafter planted in or upon any public area; and also to all trees and shrubs presently or hereafter planted in or upon any private premises which shall endanger the life, health, or safety of persons or property or present a risk of disease or pests.

11.02 INTER DEPARTMENTAL COORDINATION AND COOPERATION

(1) Due to the complex nature and often conflicting interrelationships between living plants such as trees, shrubs and turf; and public improvements such as streets, sidewalks and underground facilities; it is recognized that there is a need to manage both plants and improvements in a manner that will minimize conflict and maximize the benefits to be realized from each.

(2) Therefore, it is hereby declared to be the intent of the City of Stevens Point, Wisconsin that there shall exist at all times, a policy of open communication and coordination between the various departments and divisions of city government regarding the management, installation and maintenance of the plants or improvements for which they are each responsible.

11.03 DEFINITIONS.

~~(1) The language in the text of this chapter shall be interpreted in accordance with the following rules of construction:~~

~~(a) The singular number includes the plural number, and the plural the singular.~~

~~(b) The word "shall" is mandatory; the word "may" is permissive.~~

~~(c) The masculine gender includes the feminine and neuter.~~

(1~~2~~) In this chapter, unless the context clearly requires otherwise, the following words and phrases shall be defined as follows:

(a) "City" is the City of Stevens Point, Wisconsin.

(b) "City ~~f~~Forester" shall mean the person designated by the city under section 11.05 of this chapter, or his/her duly authorized representative designated to perform inspection or otherwise enforce the provisions of this chapter. The City Forester shall fill the role identified for such official under Wisconsin Statutes § 27.09

(c) Repealed.

(d) "Commission" shall mean the ~~b~~Board of ~~p~~Park ~~c~~Commissioners of the City of Stevens Point as constituted under the Revised Municipal Code of the City of Stevens Point.

(e) "Maintenance and protection" shall include all operations of planting, trimming, pruning, spraying, injecting, fertilizing, treating, bracing, cabling and cutting any tree or shrub above or below ground, and any other work necessary in the City Forester's opinion for the preservation of trees and shrubs within the City.~~.~~

(f) "Permit" shall mean written permission from the ~~city forester~~City Forester to perform maintenance and protection on any public tree or shrub, or undertake~~do~~ construction (as defined in section 11.09) in the vicinity of any public tree or shrub. Permits may contain specifications or provisions imposed by the City Forester to ensure the health of trees and shrubs. Any person performing work pursuant to a permit shall comply with all such specifications and other directives contained in the permit.~~Any permit may include specifications which shall be complied with, and any special provisions applicable to the purpose of the permit.~~

(g) "Person" shall mean any individual, firm, partnership, association, corporation or government entity.

(h) "Public way" shall include all public streets, roads, boulevards, median strips, alleys, and sidewalks.

(i) "Public area" shall include all public ways, parks, and other lands owned, controlled, or leased by the city.

(j) "Public nuisance" shall mean any tree or shrub or part thereof which by reason of its condition and location has been declared to be a public nuisance under section 11.06 of this ordinance.

(k) "Tree" shall mean a woody plant usually with a single stem unbranched at the base, reaching a height of twelve feet or more.

(l) "Shrub" shall mean a woody plant usually with multiple stems branched at or near the base, reaching a height of less than twelve feet.

(m) "Public trees and shrubs" shall mean any tree or shrub as herein defined, presently or hereafter planted in or upon any public area.

(n) "Street tree" shall mean any public tree presently or hereafter located in the public way between the curb and public sidewalk, or between the curbs of a median strip, or in the equivalent location with respect to future curb, sidewalk or median strips where such curbs or sidewalk are not yet installed.

(o) "Topping", also known as heading, hatracking, dehorning or rounding over shall mean the cutting of large diameter branches at a point between lateral shoots thereby leaving stubs, and resulting in substantial size reduction and destruction of the natural form and shape of a mature tree.

(p) "Tree protection zone" shall mean a zone of protected space surrounding any public tree extending from the topmost branch or leader downward to a distance of thirty-six (36) inches below the surrounding ground surface level. The radial dimension from the center of the tree to the outermost horizontal limit of the zone is determined by the diameter of said tree as measured at four and one half (4 ½) feet above ground surface level, and is further defined in the "Forestry Specifications for Construction on Public Lands" as adopted in section 11.04 of this ordinance.

11.04 STANDARDS AND SPECIFICATIONS

(1) The most recent version of following documents, each in its entirety, are hereby adopted and made a part of this ordinance upon passage.

(a) "City of Stevens Point Forestry Specifications for Construction on Public Lands."

(b) ANSI A300~~-1995~~ "American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices"

(c) ANSI Z60.1-2014~~1996~~ "American Standard for Nursery Stock"

(d) ANSI Z133 Safety Standard 2020

11.05 ~~CITY FORESTER~~CITY FORESTER.

(1) Powers and Duties. The ~~city forester~~City Forester, subject to the direction and supervision of the, Director of Parks & Recreational Services, shall have the following general powers and duties:

(a) To direct, manage, supervise, and control the city's forestry program to include the planting, removal, trimming, maintenance, and protection of all trees and shrubs in or upon all public areas of the city; to supervise parks department personnel and private contractors in the planting, removal, trimming, maintenance, and protection of said trees and shrubs.

(b) To cause the provisions of this ordinance to be enforced, including the authority to issue citations. ~~.~~

(c) To guard all trees and shrubs within the city against the spread of plant diseases, insects or pests; to eliminate conditions which may endanger the life, health, or safety of persons or property.

(d) To use all available means of communication to inform the public concerning the forestry program and tree and shrub care. The ~~city forester~~City Forester shall, upon request by the owner or occupant of private property, examine and recommend the proper care or treatment of trees or shrubs, to be effected by the owner at his expense. There shall be no charge to the owner for the examination.

(e) To implement and direct a city Urban Forestry Management Plan.

(f) Such other powers and duties as are provided by the laws of Wisconsin, particularly sections 27.08 and 27.09 of the Wisconsin statutes, by ordinances of the City of Stevens Point, and by direction of the commission.

(2) Authority to Preserve and Remove Public Trees and Shrubs. The ~~city forester~~City Forester shall have the authority to plant, remove, maintain, and protect all public trees and shrubs or cause such work to be done as may be necessary to preserve the beauty of public areas, and to protect life and property.

(3) Authority to Enter Private Premises. The ~~city forester~~City Forester or his/her authorized representative shall have the authority to enter upon private real estate, excluding any buildings thereon, at reasonable times for the purposes of examining or taking the necessary samples of any suspected nuisance tree or shrub located upon or over such premises, and enforcing the provisions of this ordinance. Any such entry upon private property shall be preceded by written notice to the property owner via First Class Mail postmarked no less than seven (7) days prior to the date of entry upon the property. All nuisance trees and shrubs to be removed pursuant to Section 11.06 of this ordinance may be appropriately marked by the ~~city forester~~City Forester.

(4) Interference Prohibited. No person shall interfere with the ~~city forester~~City Forester or his/her authorized representative while engaged in the execution or enforcement of this ordinance.

11.06 PUBLIC NUISANCE, DECLARATION AND ABATEMENT.

(1) The common council hereby declares any of the following to be a public nuisance and therefore subject to abatement pursuant to subsection (3) of this section:

(a) Any tree or shrub or part thereof located upon any public or private property except in any area zoned conservancy, which by reason of its condition interferes with the use of a public area, is infected with an infectious plant disease, is infested with injurious insects or pests, is injurious to public improvements, is dead or cannot substantially support foliage, or endangers the life, health or safety of persons or property due to its physical condition.

(b) Dutch Elm Disease, defined as follows:

1. Any living or standing elm tree or part thereof infected with the Dutch Elm Disease fungus Ceratocystis ulmi (Buisman), Ophiostoma ulmi, or which harbors any of the elm bark beetles Scolytus multistriatus (Eichh.) o~~O~~r Hylurgopinus rufipes (Marsh.).

2. Any dead elm tree or part thereof, including logs, branches, stumps, firewood, or other elm material not buried, burned, or from which the bark has not been removed.

(c) Oak Wilt Disease, defined as follows:

1. Any living or standing tree or part thereof in the red oak group such as red oak, pin oak, northern pin oak, scarlet oak and black oak colonized to any degree with the oak wilt fungus, Ceratocystis fagacearum.

2. Any living or standing tree in the white oak group such as white oak, bur oak and bicolor oak, colonized to any degree by the oak wilt fungus that poses a threat of transmission of the oak wilt fungus to other trees of the same species through interconnected root systems.

3. Any parts of colonized oaks that do not have bark removed, including logs, branches, stumps and firewood.

(2) Public nuisances prohibited. No person shall permit any public nuisance as defined in subsection (1) of this section to remain in or upon any premises owned or leased by that person within the city.

(3) Abatement of Public Nuisances.

(a) Public Areas. Whenever the ~~city forester~~City Forester shall find on examination that a public nuisance as herein defined exists upon any public area, he/she shall immediately cause such nuisance tree, shrub, or part thereof to be treated, trimmed, removed, or otherwise abated in such a manner as to destroy or prevent the spread or continuance of the nuisance. The manner in which the nuisance shall be abated shall be determined by the ~~city forester~~City Forester.

(b) Private Premises. If the ~~city forester~~City Forester shall determine with reasonable certainty upon inspection or examination that any nuisance tree or shrub as herein defined exists in or upon any private premises within the city, he/she shall notify the owner of such premises, or the owner's~~his~~ agent, in writing that said nuisance tree or shrub must be treated, trimmed, removed, or otherwise abated. Said written notice shall specify the nature and exact location of the nuisance, the manner in which the nuisance shall be abated, and the time limited in which the nuisance shall be abated which shall not be less than fifteen (15) days after issuance of said notice unless the ~~city forester~~City Forester shall determine that immediate action is necessary for the public safety.

(c) Abatement by City. If the owner of such private premises, or his/her agent, shall refuse or neglect to comply with the terms of the written notice within the time specified, the ~~city forester~~City Forester shall cause the public nuisance to be abated and shall report the expense thereof to the ~~city clerk~~Comptroller/Treasurer who shall enter it as a charge against the property pursuant to Wis. Stats. § 66.0627 upon which the nuisance is located. No damage shall be awarded to the owner for the destruction of trees or shrubs pursuant to this section.

11.07 PROHIBITED ACTS REGARDING PUBLIC TREES AND SHRUBS.

(1) Injury to Public Trees and Shrubs Prohibited. No person shall, without written permission from the ~~city forester~~City Forester, do or cause to be done any of the following:

(a) Secure, fasten, or run any rope, wire, sign, electrical installation or other device or material to, around or through any public tree or shrub except in an emergency such as a storm or accident.

(b) Break, injure, mutilate, deface, kill, or destroy any public tree or shrub.

(c) Top or make topping cuts on any public tree.

(d) Permit any toxic chemical, gas, smoke, oil, or other injurious substance to seep, drain, or be emptied upon or about any public tree or shrub. Except routine winter street maintenance by City Departments.

(e) Excavate any ditch, tunnel, or trench, or lay any drive, sidewalk or other impermeable surface within the tree protection zone of any public tree or shrub.

(f) Erect, alter, repair, raze, or excavate within the tree protection zone of any public tree or shrub without placing suitable guards approved by the ~~city forester~~City Forester around such trees and shrubs which may be injured by such operations.

(g) Remove any guard, stake, or other device or material intended for the protection or support of any public tree or shrub.

(h) Place any earth fill, rock, trash, or other material within the tree protection zone of any public tree or shrub which may compact or prevent the entry of air and water to the root zone.

~~(2) Repealed.~~

(2~~3~~) Obstruction of Signs, Signals, Travel. All trees and shrubs located upon any public way or upon any private premises adjacent to the public way shall be kept trimmed so that the lowest projecting branches provide a clearance height of not less than sixteen(16) feet above the travel portion of a public street, and not less than eight (8) feet above the public sidewalk. The ~~city forester~~City Forester may waive the provisions of this section for newly planted or naturally low-profile trees if he/she determines that they do not interfere with public travel, obstruct the light of any street light, obstruct the view of any traffic sign or signal, or endanger public safety.

(3~~4~~) Any tree or shrub or part thereof found to be in violation of the provisions of subsection (2~~3~~) of this section shall be declared to be a public nuisance and shall be subject to abatement as set forth in section 11.06(3) of this ordinance.

~~(a)~~ A property owner receiving notice to abate a public nuisance as specified in this subsection ~~(4) of this section shall have the right to contest such taking by the city forester and~~ shall have such rights as are provided in ~~Chapter 32 of the Wisconsin statutes relating to the "taking of real property."~~RMC Section 3.56.

11.08 PLANTING, REMOVAL, MAINTENANCE AND PROTECTION OF PUBLIC TREES AND SHRUBS.

(1) Permit Required. No person shall plant, remove, maintain or protect any public tree or shrub, or cause such work to be done without obtaining a written permit from the ~~city forester~~City Forester.

(2) Application and Approval. Any person desiring to plant, remove, maintain or protect any public tree or shrub shall apply in writing to the ~~city forester~~City Forester for a permit to do such work. Such application shall specify the location and description of the proposed work. If the ~~city forester~~City Forester determines that the proposed work is necessary and in accord with the purposes of this ordinance, taking into account the safety, health, and welfare of the public, location of utilities, public sidewalks, driveways and street lights, general character and aesthetic quality of the area in which the tree or shrub is located or proposed to be located, and the soil conditions and physiological needs of the tree or shrub, he/she shall issue a permit to the applicant.

(3) Permit Form, Expiration, Compliance, Inspection. Permits shall be issued by the ~~city forester~~City Forester on the standard form for this purpose and shall include a description of the work to be done and shall specify the genus, species, variety, size, grade, and location of trees or shrubs to be planted, if any. Any work done under such permit shall be performed in strict compliance with the terms thereof and with the arboricultural specifications and standards set forth under subsection (5) of this section. The ~~city forester~~City Forester may inspect all work performed pursuant to this section and require any worked deemed by the City Forester to be unsatisfactory to be corrected. Permits issued under this section shall specify an expiration date not to exceed six (6) months after the date of issuance.

(4) Permit Exemptions. No permit shall be required to water or fertilize any public tree or shrub or to take the necessary action to guard the public safety or clear the public way in the event of a storm, accident or other emergency.

(5) Arboricultural Specifications and Standards. The following specifications and standards are hereby established for the planting, pruning, and removal of all public trees and shrubs within the city.

(a) Planting[TE1].

1. No tree shall hereafter be planted which is less than one and one half (1½) inches in diameter at six (6) inches above the ground.

2. No street tree shall be planted closer than two (2) feet from the curb line or the street edge of the sidewalk.

3. No street tree shall be planted less than ten (10) feet from any driveway or fire hydrant, or within the designated clear-vision triangle or less than thirty (30) feet from any street corner, whichever is greater.

4. At those street locations where the city forester determines that there is not adequate space between a curb and a sidewalk to properly plant a street tree, the board of park commissioners is authorized to have a street tree planted between the sidewalk and private property line where space allows or on the private property adjoining the city street, if the owner of such private property grants an easement to the city for such purposes. Such easement shall grant to the city the right to plant a tree of the city's choice, at a location selected by the city forester, to spray, trim, remove or perform other services in the maintenance of such tree as may be done to other street trees. Such easement shall extend a radius of thirty-five feet from the center of the tree. Such tree, although planted on private property, shall remain the property of the city to the same extent as though planted within the street right-of-way.

5~~4~~. All street trees hereafter planted shall be spaced not less than twenty-five (25) feet apart except that a tree planted for the purpose of future replacement of an existing declining tree may be planted less than twenty-five (25) feet from the declining tree. The actual spacing, location and alignment of street trees shall be determined by the ~~city forester~~City Forester based on the mature size of the species to be planted and the specific site limitations.

6~~5~~. The following shall not be planted in the public ways of the city: any conifer, any species of the genus Populus, any Ailanthus~~, Catalpa~~, Mountain Ash, Box Elder, Silver Maple, Willow, White Bark Birch, Black Locust, Siberian Elm, true ash, or such other species that shall be determined to be unsuitable for street planting.

(b) Pruning.

1. All pruning of public trees and shrubs shall conform with the standards set forth in ANSI A300 Standards for Tree Care Operations parts 1-10 ~~– 1995~~ or the most recent version thereof as adopted in section 11.04 of this ordinance.

(c) Removal.

1. Trees that are removed under this Chapter shall be completely removed from the growing site and disposed of in the proper manner. Any person or firm engaged in the removal of any public tree or shrub shall have the necessary limits of insurance and shall be held liable for any injury or damage to persons or property.

2. Stumps and roots which elevate sidewalks and/or boulevards shall be removed from the growing site by grinding or other means to a depth suitable for the future planting of trees, shrubs, or turf. The hole created by removal of a stump shall be filled to the level of surrounding grade with mineral topsoil, tamped to prevent settling and seeded with mixture of grass species appropriate for the site.

(d) Spraying, injecting, fertilizing, bracing, cabling or other arboricultural operations or treatments shall be performed in a neat and professional manner according to accepted arboricultural standards and in compliance with all laws governing the use of pesticides.

11.09 TREE PROTECTION DURING CONSTRUCTION IN A PUBLIC AREA

(1) Definitions.

(a) For the purposes of this section, "public tree" as defined in section 11.03 of this ordinance shall be extended to include any tree located on private property adjacent to a public area, with any part of the tree protection zone of such tree extending into the public area.

(b) "Construction" shall mean the installation, alteration, repair, replacement or relocation of any of the following:

1. Any street, curb, sidewalk, pavement, street light, traffic signal or other surface structure.

2. Any underground utility distribution and service facility including water pipe, sanitary and storm sewer, gas pipeline, electric power and communication wire, cable, conduit, duct and associated vaults, manholes, pull boxes; and any irrigation facilities.

3. Any overhead wire, cable and associated support structure.

(2) Forestry Specifications. The "City of Stevens Point Forestry Specifications for Construction on Public Lands", a separate document as adopted in section 11.04(1)(a) of this ordinance shall by reference or inclusion, be made a part of any permit issued pursuant to this section, and also be made a part of any contract for construction in any public area.

(3) Permit required. No individual person, firm, partnership, association, corporation or government entity, except as provided in subsection (6) of this section, shall ~~do~~ perform or cause ~~to be done,~~ any construction as herein defined~~,~~ in any public area in the city prior to issuance by the ~~city forester~~City Forester of a valid Forestry Special Construction Permit.

(4) Permit Application, Plan Review, Approval. Any person proposing to do construction work in a public area shall apply in writing to the ~~city forester~~City Forester for a permit to do such work. Such application shall specify the location and description of the proposed work, and the estimated start and completion dates. A complete copy of the construction plans shall be provided along with said application. If, upon review of the construction plans and any supplemental information provided by the applicant, the ~~city~~

~~forester~~City Forester determines that the work is necessary and can reasonably be expected to progress in compliance with all forestry specifications and conditions, he/she shall issue the permit

(5) Permit Form, Expiration, Compliance, Inspection. Permits shall be issued by the ~~city forester~~City Forester on the standard form for this purpose. The permit shall specify the forestry specifications and any special conditions or requirements to be satisfied in connection with the work. Permits issued under this section shall specify an expiration date not to exceed twelve (12) months after the date of issuance. The ~~city forester~~City Forester shall inspect the work in progress on a regular basis to ensure compliance with the terms of the permit.

(6) Permit Exemption. No permit shall be required for construction proposed by any department or division of city government, however, all other provisions of this section shall appl~~y~~. Any contract entered into between any city department of division and a contractor ~~for hire~~ shall contain the construction specification provisions of subsection (2) of this section. Any city employee performing construction work under this subsection shall also comply with the City of Stevens Point Forestry Specifications for Construction on Public Lands and all other technical requirements established by the City Forester.~~the provisions of subsection (2) of this section.~~

(7) Standing Permit for Repair by Utility Providers. Any firm or corporation which owns facilities for the distribution and service of water, sewer, gas, electricity and communications may request a "Standing Permit for Repair". The purpose of such permit shall be to expedite the process of minor repair or replacement of facilities by eliminating the requirement for a separate written permit for each repair occurrence. Such permit shall be valid for a term of one calendar year (January 1 through December 31) and shall apply to all repair occurrences at various single locations and times as needed.

(a) Conditions of standing permits.

1. Notification. Permittee shall notify the ~~city forester~~City Forester by phone, fax or other means prior to commencing a necessary repair, and shall give the location, date and time of the work. Emergency repairs necessary to protect life and property~~,~~ and other necessary repairs during non business hours shall be exempt from pre-notification but shall be reported on the next business day.

2. All work performed in accordance with this subsection shall be subject to the specifications set forth in subsection (2) of this section, and any special conditions specified in the permit.

3. Any construction which exceeds the scope, magnitude and purpose of this subsection, including but not limited to any installation of new equipment where none currently exists, ~~-~~shall require the standard permit set forth in subsection (4) of this section.

(b) Permit Form, Issuance, Renewal, Compliance, Inspection. Standing Permits shall be issued by the ~~city forester~~City Forester on the standard form for this purpose. The permit shall specify the forestry specifications and any special conditions or requirements to be satisfied in connection with the work. Permits issued under this section shall be valid from January 1 through December 31 and shall be automatically renewed for a like term unless revoked by the City Forester based upon the permit holder's failure to comply with this section. The ~~city forester~~City Forester shall inspect the work and worksite from time to time to ensure compliance with the terms of the permit.

11.10 COST OF PLANTING, REMOVAL, MAINTENANCE, AND PROTECTION OF PUBLIC TREES AND SHRUBS. The entire cost of planting, removal, maintenance, and protection of trees and shrubs in all public areas of the city when performed by department employees or their contractors at the direction of the ~~city forester~~City Forester~~,~~ shall be borne by the city out of the department budgets, or from funds donated or otherwise acquired for this purpose. When a private party other than the city plants, removes, maintains, or protects public trees or shrubs pursuant to Section 11.08(1) of this ordinance, said party shall incur all expenses connected therewith.

11.11 APPEAL FROM ORDER OF THE ~~CITY FORESTER~~CITY FORESTER.

(1) A person who receives an order from the ~~city forester~~City Forester and objects to all or part thereof may, within ten (10) days of receipt of order, notify the ~~City Forester~~City Forester in writing of the nature of the objection and request a conference with the ~~City Forester~~City Forester and Director of Parks & Recreational services. The director of Parks & Recreational Services shall schedule such a conference within ten (10) days of receiving the request. If the person objecting to the order wishes to further appeal the results of the conference, that person may, within ten (10) days of the conference, make a written request to appeal the order by requesting a hearing before the Commission. The Commission shall schedule a hearing of the appeal within fifteen (15) days of receiving the appeal. Within ten (10) days of the hearing the commission shall notify the appellant of its decision in writing. The commission may affirm, cancel, or modify the order, in its discretion, to best conform such order to the intent of this ordinance. Appeal from any decision of the Commission shall be taken in accordance with RMC 3.56, commencing with the appellant filing the Notice of Appeal under RMC 3.56(6)(b)1. as indicated under that subsection. ~~The decision of the commission shall become final after it is reviewed by the Common Council.~~

(2) Not withstanding anything to the contrary contained within ordinance, in the event the Director of Public Works indicates that his/her department is unable to comply with

any provision of this ordinance he/she shall notify the Forester, who may issue a waiver from any provision of this ordinance. In the event a waiver is not granted, the Director of Public Works may appeal to the ~~Chairperson of Board of Public Works~~Common Council, who may grant or deny such waiver by a simple majority vote.

11.12 PENALTIES. Every person convicted of a violation of this section shall suffer a forfeiture not to exceed $1,000.00 ~~together with costs of prosecution~~, and in lieu of payment assessed, imprisonment for a period not to exceed thirty (30) days in the county jail.

In addition to the forfeiture the city may require restitution for the fair market value of the tree(s) and /or shrub(s) which were damaged or destroyed as result of violation of this ordinance plus the costs of replacing such trees and shrubs.~~.~~

11.13 SEVERABILITY

(1) If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision will not affect the validity of any other section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

CHAPTER 11

CITY FORESTER AND FORESTRY

Section

11.01 Intent and Purpose
11.02 Interdepartmental Coordination and Cooperation
11.03 Definitions
11.04 Standards and Specifications
11.05 City Forester
11.06 Public Nuisance, Declaration and Abatement
11.07 Prohibited Acts Regarding Public Trees and Shrubs
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11.11 Appeal from Order of City Forester
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11.01 INTENT AND PURPOSE.

(1) Having determined that a well-managed urban forest provides many benefits to the city, its residents and visitors, It is hereby declared to be the policy of the City of Stevens Point, Wisconsin, to regulate, finance and control the planting, removal, maintenance, and protection of trees and shrubs upon or in all public areas of the city in order to:

(a) Promote and enhance the aesthetics and general welfare of the city.

(b) Eliminate and guard against dangerous conditions which may result in injury to persons using the public areas of the city.

(c) Prevent damage to any public sewer, water main, street, sidewalk, or other public property.

(d) Protect trees and shrubs in public areas from undesirable and unsafe planting, removal, maintenance and protection practices.

(e) Protect all trees and shrubs from the damaging effects of construction, alteration or repair of utility facilities and other improvements in any public area.

(f) Guard all trees and shrubs both public and private, within the city against the spread of disease, insects, or pests.

(g) Authorize the Board of Parks Commissioners to employ a City Forester who shall carry out the duties indicated under Wisconsin Statutes § 27.09.

(2) The provisions of this ordinance shall apply to all trees and shrubs presently or hereafter planted in or upon any public area; and also to all trees and shrubs presently or hereafter planted in or upon any private premises which shall endanger the life, health, or safety of persons or property or present a risk of disease or pests.

11.02 INTER DEPARTMENTAL COORDINATION AND COOPERATION

(1) Due to the complex nature and often conflicting interrelationships between living plants such as trees, shrubs and turf; and public improvements such as streets, sidewalks and underground facilities; it is recognized that there is a need to manage both plants and improvements in a manner that will minimize conflict and maximize the benefits to be realized from each.

(2) Therefore, it is hereby declared to be the intent of the City of Stevens Point, Wisconsin that there shall exist at all times, a policy of open communication and coordination between the various departments and divisions of city government regarding the management, installation and maintenance of the plants or improvements for which they are each responsible.

11.03 DEFINITIONS.

(1) In this chapter, unless the context clearly requires otherwise, the following words and phrases shall be defined as follows:

(a) "City" is the City of Stevens Point, Wisconsin.

(b) "City Forester" shall mean the person designated by the city under section 11.05 of this chapter, or his/her duly authorized representative designated to perform inspection or otherwise enforce the provisions of this chapter. The City Forester shall fill the role identified for such official under Wisconsin Statutes § 27.09

(c) Repealed.

(d) "Commission" shall mean the Board of Park Commissioners of the City of Stevens Point as constituted under the Revised Municipal Code of the City of Stevens Point.

(e) "Maintenance and protection" shall include all operations of planting, trimming, pruning, spraying, injecting, fertilizing, treating, bracing, cabling and cutting any tree or shrub above or below ground, and any other work necessary in the City Forester's opinion for the preservation of trees and shrubs within the City.

(f) "Permit" shall mean written permission from the City Forester to perform maintenance and protection on any public tree or shrub, or undertake construction (as defined in section 11.09) in the vicinity of any public tree or shrub. Permits may contain specifications or provisions imposed by the City Forester to ensure the health of trees and shrubs. Any person performing work pursuant to a permit shall comply with all such specifications and other directives contained in the permit.

(g) "Person" shall mean any individual, firm, partnership, association, corporation or government entity.

(h) "Public way" shall include all public streets, roads, boulevards, median strips, alleys, and sidewalks.

(i) "Public area" shall include all public ways, parks, and other lands owned, controlled, or leased by the city.

(j) "Public nuisance" shall mean any tree or shrub or part thereof which by reason of its condition and location has been declared to be a public nuisance under section 11.06 of this ordinance.

(k) "Tree" shall mean a woody plant usually with a single stem unbranched at the base, reaching a height of twelve feet or more.

(l) "Shrub" shall mean a woody plant usually with multiple stems branched at or near the base, reaching a height of less than twelve feet.

(m) "Public trees and shrubs" shall mean any tree or shrub as herein defined, presently or hereafter planted in or upon any public area.

(n) "Street tree" shall mean any public tree presently or hereafter located in the public way between the curb and public sidewalk, or between the curbs of a median strip, or in the equivalent location with respect to future curb, sidewalk or median strips where such curbs or sidewalk are not yet installed.

(o) "Topping", also known as heading, hatracking, dehorning or rounding over shall mean the cutting of large diameter branches at a point between lateral shoots thereby leaving stubs, and resulting in substantial size reduction and destruction of the natural form and shape of a mature tree.

(p) "Tree protection zone" shall mean a zone of protected space surrounding any public tree extending from the topmost branch or leader downward to a distance of thirty-six (36) inches below the surrounding ground surface level. The radial dimension from the center of the tree to the outermost horizontal limit of the zone is determined by the diameter of said tree as measured at four and one half (4 ½) feet above ground surface level, and is further defined in the "Forestry Specifications for Construction on Public Lands" as adopted in section 11.04 of this ordinance.

11.04 STANDARDS AND SPECIFICATIONS

(1) The most recent version of following documents, each in its entirety, are hereby adopted and made a part of this ordinance upon passage.

(a) "City of Stevens Point Forestry Specifications for Construction on Public Lands."

(b) ANSI A300 "American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices"

(c) ANSI Z60.1-2014 "American Standard for Nursery Stock"

(d) ANSI Z133 Safety Standard 2020

11.05 CITY FORESTER.

(1) Powers and Duties. The City Forester, subject to the direction and supervision of the, Director of Parks & Recreational Services, shall have the following general powers and duties:

(a) To direct, manage, supervise, and control the city's forestry program to include the planting, removal, trimming, maintenance, and protection of all trees and shrubs in or upon all public areas of the city; to supervise parks department personnel and private contractors in the planting, removal, trimming, maintenance, and protection of said trees and shrubs.

(b) To cause the provisions of this ordinance to be enforced, including the authority to issue citations.

(c) To guard all trees and shrubs within the city against the spread of plant diseases, insects or pests; to eliminate conditions which may endanger the life, health, or safety of persons or property.

(d) To use all available means of communication to inform the public concerning the forestry program and tree and shrub care. The City Forester shall, upon request by the owner or occupant of private property, examine and recommend the proper care or treatment of trees or shrubs, to be effected by the owner at his expense. There shall be no charge to the owner for the examination.

(e) To implement and direct a city Urban Forestry Management Plan.

(f) Such other powers and duties as are provided by the laws of Wisconsin, particularly sections 27.08 and 27.09 of the Wisconsin statutes, by ordinances of the City of Stevens Point, and by direction of the commission.

(2) Authority to Preserve and Remove Public Trees and Shrubs. The City Forester shall have the authority to plant, remove, maintain, and protect all public trees and shrubs or cause such work to be done as may be necessary to preserve the beauty of public areas, and to protect life and property.

(3) Authority to Enter Private Premises. The City Forester or his/her authorized representative shall have the authority to enter upon private real estate, excluding any buildings thereon, at reasonable times for the purposes of examining or taking the necessary samples of any suspected nuisance tree or shrub located upon or over such premises, and enforcing the provisions of this ordinance. Any such entry upon private property shall be preceded by written notice to the property owner via First Class Mail postmarked no less than seven (7) days prior to the date of entry upon the property. All nuisance trees and shrubs to be removed pursuant to Section 11.06 of this ordinance may be appropriately marked by the City Forester.

(4) Interference Prohibited. No person shall interfere with the City Forester or his/her authorized representative while engaged in the execution or enforcement of this ordinance.

11.06 PUBLIC NUISANCE, DECLARATION AND ABATEMENT.

(1) The common council hereby declares any of the following to be a public nuisance and therefore subject to abatement pursuant to subsection (3) of this section:

(a) Any tree or shrub or part thereof located upon any public or private property except in any area zoned conservancy, which by reason of its condition interferes with the use of a public area, is infected with an infectious plant disease, is infested with injurious insects or pests, is injurious to public improvements, is dead or cannot substantially support foliage, or endangers the life, health or safety of persons or property due to its physical condition.

(b) Dutch Elm Disease, defined as follows:

1. Any living or standing elm tree or part thereof infected with the Dutch Elm Disease fungus Ophiostoma ulmi, or which harbors any of the elm bark beetles Scolytus multistriatus (Eichh.) or Hylurgopinus rufipes (Marsh.).

2. Any dead elm tree or part thereof, including logs, branches, stumps, firewood, or other elm material not buried, burned, or from which the bark has not been removed.

(c) Oak Wilt Disease, defined as follows:

1. Any living or standing tree or part thereof in the red oak group such as red oak, pin oak, northern pin oak, scarlet oak and black oak colonized to any degree with the oak wilt fungus, Ceratocystis fagacearum.

2. Any living or standing tree in the white oak group such as white oak, bur oak and bicolor oak, colonized to any degree by the oak wilt fungus that poses a threat of transmission of the oak wilt fungus to other trees of the same species through interconnected root systems.

3. Any parts of colonized oaks that do not have bark removed, including logs, branches, stumps and firewood.

(2) Public nuisances prohibited. No person shall permit any public nuisance as defined in subsection (1) of this section to remain in or upon any premises owned or leased by that person within the city.

(3) Abatement of Public Nuisances.

(a) Public Areas. Whenever the City Forester shall find on examination that a public nuisance as herein defined exists upon any public area, he/she shall immediately cause such nuisance tree, shrub, or part thereof to be treated, trimmed, removed, or otherwise abated in such a manner as to destroy or prevent the spread or continuance of the nuisance. The manner in which the nuisance shall be abated shall be determined by the City Forester.

(b) Private Premises. If the City Forester shall determine with reasonable certainty upon inspection or examination that any nuisance tree or shrub as herein defined exists in or upon any private premises within the city, he/she shall notify the owner of such premises, or the owner's agent, in writing that said nuisance tree or shrub must be treated, trimmed, removed, or otherwise abated. Said written notice shall specify the nature and exact location of the nuisance, the manner in which the nuisance shall be abated, and the time limited in which the nuisance shall be abated which shall not be less than fifteen (15) days after issuance of said notice unless the City Forester shall determine that immediate action is necessary for the public safety.

(c) Abatement by City. If the owner of such private premises, or his/her agent, shall refuse or neglect to comply with the terms of the written notice within the time specified, the City Forester shall cause the public nuisance to be abated and shall report the expense thereof to the Comptroller/Treasurer who shall enter it as a charge against the property pursuant to Wis. Stats. § 66.0627 upon which the nuisance is located. No damage shall be awarded to the owner for the destruction of trees or shrubs pursuant to this section.

11.07 PROHIBITED ACTS REGARDING PUBLIC TREES AND SHRUBS.

(1) Injury to Public Trees and Shrubs Prohibited. No person shall, without written permission from the City Forester, do or cause to be done any of the following:

(a) Secure, fasten, or run any rope, wire, sign, electrical installation or other device or material to, around or through any public tree or shrub except in an emergency such as a storm or accident.

(b) Break, injure, mutilate, deface, kill, or destroy any public tree or shrub.

(c) Top or make topping cuts on any public tree.

(d) Permit any toxic chemical, gas, smoke, oil, or other injurious substance to seep, drain, or be emptied upon or about any public tree or shrub. Except routine winter street maintenance by City Departments.

(e) Excavate any ditch, tunnel, or trench, or lay any drive, sidewalk or other impermeable surface within the tree protection zone of any public tree or shrub.

(f) Erect, alter, repair, raze, or excavate within the tree protection zone of any public tree or shrub without placing suitable guards approved by the City Forester around such trees and shrubs which may be injured by such operations.

(g) Remove any guard, stake, or other device or material intended for the protection or support of any public tree or shrub.

(h) Place any earth fill, rock, trash, other material, or vehicles or equipment within the tree protection zone of any public tree or shrub which may compact or prevent the entry of air and water to the root zone.

(2) Obstruction of Signs, Signals, Travel. All trees and shrubs located upon any public way or upon any private premises adjacent to the public way shall be kept trimmed so that the lowest projecting branches provide a clearance height of not less than sixteen(16) feet above the travel portion of a public street, and not less than eight (8) feet above the public sidewalk. The City Forester may waive the provisions of this section for newly planted or naturally low-profile trees if he/she determines that they do not interfere with public travel, obstruct the light of any street light, obstruct the view of any traffic sign or signal, or endanger public safety.

(3) Any tree or shrub or part thereof found to be in violation of the provisions of subsection (2) of this section shall be declared to be a public nuisance and shall be subject to abatement as set forth in section 11.06(3) of this ordinance.

A property owner receiving notice to abate a public nuisance as specified in this subsection shall have such rights as are provided in RMC Section 3.56.

11.08 PLANTING, REMOVAL, MAINTENANCE AND PROTECTION OF PUBLIC TREES AND SHRUBS.

(1) Permit Required. No person shall plant, remove, maintain or protect any public tree or shrub, or cause such work to be done without obtaining a written permit from the City Forester.

(2) Application and Approval. Any person desiring to plant, remove, maintain or protect any public tree or shrub shall apply in writing to the City Forester for a permit to do such work. Such application shall specify the location and description of the proposed work. If the City Forester determines that the proposed work is necessary and in accord with the purposes of this ordinance, taking into account the safety, health, and welfare of the public, location of utilities, public sidewalks, driveways and street lights, general character and aesthetic quality of the area in which the tree or shrub is located or proposed to be located, and the soil conditions and physiological needs of the tree or shrub, he/she shall issue a permit to the applicant.

(3) Permit Form, Expiration, Compliance, Inspection. Permits shall be issued by the City Forester on the standard form for this purpose and shall include a description of the work to be done and shall specify the genus, species, variety, size, grade, and location of trees or shrubs to be planted, if any. Any work done under such permit shall be performed in strict compliance with the terms thereof and with the arboricultural specifications and standards set forth under subsection (5) of this section. The City Forester may inspect all work performed pursuant to this section and require any worked deemed by the City Forester to be unsatisfactory to be corrected. Permits issued under this section shall specify an expiration date not to exceed six (6) months after the date of issuance.

(4) Permit Exemptions. No permit shall be required to water or fertilize any public tree or shrub or to take the necessary action to guard the public safety or clear the public way in the event of a storm, accident or other emergency.

(5) Arboricultural Specifications and Standards. The following specifications and standards are hereby established for the planting, pruning, and removal of all public trees and shrubs within the city.

(a) Planting.

1. No tree shall hereafter be planted which is less than one and one half (1½) inches in diameter at six (6) inches above the ground.

2. No street tree shall be planted closer than two (2) feet from the curb line or the street edge of the sidewalk.

3. No street tree shall be planted less than ten (10) feet from any driveway or fire hydrant, or within the designated clear-vision triangle or less than thirty (30) feet from any street corner, whichever is greater.

4. At those street locations where the city forester determines that there is not adequate space between a curb and a sidewalk to properly plant a street tree, the city forester with property owner agreement, select and plant a tree(s) between the street and house. Upon planting, the property owner shall then accept all ownership and all future maintenance of the tree(s). In situations where the Parks Commission deems necessary for City Ownership of trees on private property, an easement agreement will be required by both parties.

5. All street trees hereafter planted shall be spaced not less than twenty-five (25) feet apart except that a tree planted for the purpose of future replacement of an existing declining tree may be planted less than twenty-five (25) feet from the declining tree. The actual spacing, location and alignment of street trees shall be determined by the City Forester based on the mature size of the species to be planted and the specific site limitations.

6. The following shall not be planted in the public ways of the city: any conifer, any species of the genus Populus, any Ailanthus, Mountain Ash, Box Elder, Silver Maple, Willow, White Bark Birch, Black Locust, Siberian Elm, true ash, or such other species that shall be determined to be unsuitable for street planting.

(b) Pruning.

1. All pruning of public trees and shrubs shall conform with the standards set forth in ANSI A300 Standards for Tree Care Operations parts 1-10 or the most recent version thereof as adopted in section 11.04 of this ordinance.

(c) Removal.

1. Trees that are removed under this Chapter shall be completely removed from the growing site and disposed of in the proper manner. Any person or firm engaged in the removal of any public tree or shrub shall have the necessary limits of insurance and shall be held liable for any injury or damage to persons or property.

2. Stumps and roots which elevate sidewalks and/or boulevards shall be removed from the growing site by grinding or other means to a depth suitable for the future planting of trees, shrubs, or turf. The hole created by removal of a stump shall be filled to the level of surrounding grade with mineral topsoil, tamped to prevent settling and seeded with mixture of grass species appropriate for the site.

(d) Spraying, injecting, fertilizing, bracing, cabling or other arboricultural operations or treatments shall be performed in a neat and professional manner according to accepted arboricultural standards and in compliance with all laws governing the use of pesticides.

11.09 TREE PROTECTION DURING CONSTRUCTION IN A PUBLIC AREA

(1) Definitions.

(a) For the purposes of this section, "public tree" as defined in section 11.03 of this ordinance shall be extended to include any tree located on private property adjacent to a public area, with any part of the tree protection zone of such tree extending into the public area.

(b) "Construction" shall mean the installation, alteration, repair, replacement or relocation of any of the following:

1. Any street, curb, sidewalk, pavement, street light, traffic signal or other surface structure.

2. Any underground utility distribution and service facility including water pipe, sanitary and storm sewer, gas pipeline, electric power and communication wire, cable, conduit, duct and associated vaults, manholes, pull boxes; and any irrigation facilities.

3. Any overhead wire, cable and associated support structure.

(2) Forestry Specifications. The "City of Stevens Point Forestry Specifications for Construction on Public Lands", a separate document as adopted in section 11.04(1)(a) of this ordinance shall by reference or inclusion, be made a part of any permit issued pursuant to this section, and also be made a part of any contract for construction in any public area.

(3) Permit required. No individual person, firm, partnership, association, corporation or government entity, except as provided in subsection (6) of this section, shall perform or cause any construction as herein defined in any public area in the city prior to issuance by the City Forester of a valid Forestry Special Construction Permit.

(4) Permit Application, Plan Review, Approval. Any person proposing to do construction work in a public area shall apply in writing to the City Forester for a permit to do such work. Such application shall specify the location and description of the proposed work, and the estimated start and completion dates. A complete copy of the construction plans shall be provided along with said application. If, upon review of the construction plans and any supplemental information provided by the applicant, the City Forester determines that the work is necessary and can reasonably be expected to progress in compliance with all forestry specifications and conditions, he/she shall issue the permit

(5) Permit Form, Expiration, Compliance, Inspection. Permits shall be issued by the City Forester on the standard form for this purpose. The permit shall specify the forestry specifications and any special conditions or requirements to be satisfied in connection with the work. Permits issued under this section shall specify an expiration date not to exceed twelve (12) months after the date of issuance. The City Forester shall inspect the work in progress on a regular basis to ensure compliance with the terms of the permit.

(6) Permit Exemption. No permit shall be required for construction proposed by any department or division of city government, however, all other provisions of this section shall appl. Any contract entered into between any city department of division and a contractor shall contain the construction specification provisions of subsection (2) of this section. Any city employee performing construction work under this subsection shall also comply with the City of Stevens Point Forestry Specifications for Construction on Public Lands and all other technical requirements established by the City Forester.

(7) Standing Permit for Repair by Utility Providers. Any firm or corporation which owns facilities for the distribution and service of water, sewer, gas, electricity and communications may request a "Standing Permit for Repair". The purpose of such permit shall be to expedite the process of minor repair or replacement of facilities by eliminating the requirement for a separate written permit for each repair occurrence. Such permit shall

be valid for a term of one calendar year (January 1 through December 31) and shall apply to all repair occurrences at various single locations and times as needed.

(a) Conditions of standing permits.

1. Notification. Permittee shall notify the City Forester by phone, fax or other means prior to commencing a necessary repair, and shall give the location, date and time of the work. Emergency repairs necessary to protect life and property and other necessary repairs during non business hours shall be exempt from pre-notification but shall be reported on the next business day.

2. All work performed in accordance with this subsection shall be subject to the specifications set forth in subsection (2) of this section, and any special conditions specified in the permit.

3. Any construction which exceeds the scope, magnitude and purpose of this subsection, including but not limited to any installation of new equipment where none currently exists, shall require the standard permit set forth in subsection (4) of this section.

(b) Permit Form, Issuance, Renewal, Compliance, Inspection. Standing Permits shall be issued by the City Forester on the standard form for this purpose. The permit shall specify the forestry specifications and any special conditions or requirements to be satisfied in connection with the work. Permits issued under this section shall be valid from January 1 through December 31 and shall be automatically renewed for a like term unless revoked by the City Forester based upon the permit holder's failure to comply with this section. The City Forester shall inspect the work and worksite from time to time to ensure compliance with the terms of the permit.

11.10 COST OF PLANTING, REMOVAL, MAINTENANCE, AND PROTECTION OF PUBLIC TREES AND SHRUBS. The entire cost of planting, removal, maintenance, and protection of trees and shrubs in all public areas of the city when performed by department employees or their contractors at the direction of the City Forester shall be borne by the city out of the department budgets, or from funds donated or otherwise acquired for this purpose. When a private party other than the city plants, removes, maintains, or protects public trees or shrubs pursuant to Section 11.08(1) of this ordinance, said party shall incur all expenses connected therewith.

11.11 APPEAL FROM ORDER OF THE CITY FORESTER.

(1) A person who receives an order from the City Forester and objects to all or part thereof may, within ten (10) days of receipt of order, notify the City Forester in writing of the nature of the objection and request a conference with the City Forester and Director of Parks & Recreational services. The director of Parks & Recreational Services shall schedule such a conference within ten (10) days of receiving the request. If the person

objecting to the order wishes to further appeal the results of the conference, that person may, within ten (10) days of the conference, make a written request to appeal the order by requesting a hearing before the Commission. The Commission shall schedule a hearing of the appeal within fifteen (15) days of receiving the appeal. Within ten (10) days of the hearing the commission shall notify the appellant of its decision in writing. The commission may affirm, cancel, or modify the order, in its discretion, to best conform such order to the intent of this ordinance. Appeal from any decision of the Commission shall be taken in accordance with RMC 3.56, commencing with the appellant filing the Notice of Appeal under RMC 3.56(6)(b)1. as indicated under that subsection.

(2) Not withstanding anything to the contrary contained within ordinance, in the event the Director of Public Works indicates that his/her department is unable to comply with any provision of this ordinance he/she shall notify the Forester, who may issue a waiver from any provision of this ordinance. In the event a waiver is not granted, the Director of Public Works may appeal to the Common Council, who may grant or deny such waiver by a simple majority vote.

11.12 PENALTIES. Every person convicted of a violation of this section shall suffer a forfeiture not to exceed $1,000.00, and in lieu of payment assessed, imprisonment for a period not to exceed thirty (30) days in the county jail.

In addition to the forfeiture the city may require restitution for the fair market value of the tree(s) and /or shrub(s) which were damaged or destroyed as result of violation of this ordinance plus the costs of replacing such trees and shrubs.

11.13 SEVERABILITY

(1) If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision will not affect the validity of any other section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

Todd Ernster
Forestry and Landscape
Operations Superintendent
715-346-1532

The Stevens Point Forestry Department is applying for another Wisconsin DNR Urban Forestry Grant. The grant is a 50/50 match grant. The City's portion of the grant can be matched with labor or cash. We are applying for the maximum amount of $50,000. The State would pay $25,000 and the City would have to match the grant with $25,000 in cash or labor/equipment costs.

This grant is part of a strategic plan the department has in place. The department has inventoried all existing trees using GIS the past couple years. This last year we have inventoried all vacant street tree planting sites. Inventorying the vacant sites was made possible with the same grant program. Now that we have all existing street trees and all vacant tree planting sites inventoried, it is the next step to use this information and update our Street Tree Management Plan. Our last one was done in 2010. It is important to note that since the last inventory, our street tree population has changed due to emerald ash borer and a couple significant windstorms. These two reasons would be enough for needing an updated management plan. The City's match for this will be in kind labor.

The second portion of the grant application is to plant 75 street trees along the newly reconstructed Fifth Avenue and Smith Street. Talking to Director Beduhn, the construction project will fund with cash for the cost of these trees. The grant will then pay for the planting of the trees. This will save the City money for the reconstruction project.

The last part of the grant is to purchase equipment needed to inject American elm trees against Dutch elm disease. The City has contracted out the injection of 30 elm trees. They are the largest public elm trees we have, and they make an impact on our community. The contracted cost has risen to the point where it makes more financial sense to do this in-house.

We will also purchase a piece of equipment called an Air-Spade. This tool uses high pressure air to cut through the ground. It will be useful for exposing the bases of the elms we will inject. It will also be very useful for exposing roots in cases of tree/sidewalk conflicts and may make the work easier for the employees performing this work. The match for the injection equipment and Air-Spade will be paid for in kind labor.

The Forestry Department has been fortunate to have received this grant in previous years. There will be no additional funds required for this grant. I'm looking for Authorization to proceed with this grant.

Thank you,

Todd M Ernster

STEVENS POINT RESOLUTION FOR
URBAN FORESTRY GRANT AND
URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAMS

INSTRUCTIONS

For a given grant cycle, each applicant (municipality, tribal government, or non-profit 501(c)(3) must submit to the DNR an *Authorizing Resolution,* approved by their governing body, that indicates an **"Authorized Representative."** The Authorized Representative is defined here as an office, officer, or employee of the applicant, being given authority to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

We strongly recommend that the Authorized Representative be listed as the title of a position, rather than name of an employee. Employee changes (retirement, changing jobs, etc.) during a grant cycle cause the resolution to be ineffective.

The following is a sample *combined* authorizing resolution. It allows the Authorized Representative to submit **both** Urban Forestry and/or Urban Forestry Catastrophic Storm grant applications. This is strongly recommended, so that, if a catastrophic storm event occurs and the Governor declares a State of Emergency in the applicant's county, then the applicant's Authorized Representative already has the authority to apply for an Urban Forestry Catastrophic Storm grant.

Authorizing Resolution

WHEREAS, the applicant, THE CITY OF STEVENS POINT, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, The City of Stevens Point, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers (Superintendent of Forestry and Landscape Operations), its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Adopted this _____ day of_____, 20____.

I hereby certify that the foregoing resolution was duly adopted by (applicant organization's governing body) at a legal meeting on the_____ day of_____, 20____.

Authorized Signature	Title	Date Certified

Revised 8/13/2015

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

Memo

TO: Board of Park Commissioners

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

DATE: September 30, 2022

RE: Rejection of bid for KB Willett Ice Arena Building Addition, Recladding and Ticket Booth Entryway Project

The City of Stevens Point held a bid opening for the KB Willett and Community Stadium improvements on Wednesday, September 28. Only one bid was received from Ellis Construction, with a base bid amount of $3,821,788.59. Several alternate bid items were requested for the project and those amounts are listed within the bid tab in the packet.

The project team was informed that a second potential bidder attempted to submit a bid, but was unable to submit their bid before the 10 am deadline due to a technology malfunction. A total of 5 general contractors were listed as plan holders for the project according to Quest.

After opening the bid from Ellis Construction, the project team evaluated the bid, the project budget and the construction timeline to determine the best course of action. Based on that evaluation, the project team's recommendation is to not accept the bid and to evaluate modifications to the design to find places to reduce cost. Following those steps, the project team recommends rebidding the project later this year.

Recommendation for Consideration:
Staff recommendation is to:

- Reject the base bid and all alternates from Ellis Construction
- Instruct the Architect to evaluate and modify the design to try and save costs
- Rebid the project at a later date.

2022 KB Willet Ice Arena Building Additions & Recladding and Goerke Park Recladding & Ticket Booth/Entryways (#8281156)						
Owner: Stevens Point WI, City of						
Solicitor: Stevens Point WI, City of						
09/28/2022 10:00 AM CDT						
					Ellis Construction	
Line Item	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
1	B-1	Complete Re-Cladding of KB Willet as Indicated in Drawings	LS	1	$473,188.34	$473,188.34
2	B-2	Building Addition to KB Willet as Indicated in Drawings	LS	1	$2,624,124.79	$2,624,124.79
3	B-3	Front Vestibule Addition to KB Willet Ice Arena as Indicated in Drawings	LS	1	$125,841.53	$125,841.53
4	B-4	Replacement of Existing Roofing at West Entrance to KB Willet to Match New Roofing	LS	1	$40,385.54	$40,385.54
5	B-5	Complete Project Sitework as Related to Above Items	LS	1	$339,191.20	$339,191.20
6	B-6	Extension/Reconnection of Existing Site Irrigation; Refer to Civil Documents	LS	1	$19,697.09	$19,697.09
7	B-7	Existing Locker Room Renovation at KB Willet Ice Arens as Drawn	LS	1	$199,360.10	$199,360.10
		Alternate Bid 1A (If Selected, Added to Base Bid Fee/Scope of Work)				$533,486.96
		Total Base Bid:				**$3,821,788.59**
8	A1A-1	Complete Re-Roofing of Goerke Park Press Box at Coach/Media Level as Indicated on A109; Prior to Installation of New Cladding. Complete Re-Cladding of Goerke Press Box at Coach/Media Level as Indicate	LS	1	$533,486.96	$533,486.96
		Alternate Bid 1B (If Selected, Added to Base Bid Fee/Scope of Work)				$143,335.79
9	A1B-1	Complete Cladding of Goerke Park Concessions and Toilet Rooms	LS	1	$143,335.79	$143,335.79
		Alternate Bid 1C (If Selected, Added to Base Bid Fee/Scope of Work)				$670,810.83
10	A1C-1	Complete Re-Roofing of Goerke Park Press Box at Coach/Media Level as Indicated on A109; Prior to Installation of New Cladding. Complete Re-Cladding of Goerke Press Box at Coach/Media Level as Indicate	LS	1	$530,201.25	$530,201.25
11	A1C-2	Complete Cladding of Goerke Park Concessions and Toilet Rooms	LS	1	$140,609.58	$140,609.58
		Alternate Bid 2 (If Selected, Added to Base Bid Fee/Scope of Work)				$185,293.54
12	A2-1	Cost to Complete Phase 2 of Lower Level Building Addition (2/A100.2)	LS	1	$185,293.54	$185,293.54
		Alternate Bid 3A (If Selected, Added to Base Bid Fee/Scope of Work)				$278,599.76
13	A3A-1	Cost to Construct Ticket Booth and Entrance Arch as Indicated on A102; on the West Side of the Stadium. Include all Sitework	LS	1	$278,599.76	$278,599.76
		Alternate Bid 3B (If Selected, Added to Base Bid Fee/Scope of Work)				$77,003.25
14	A3B-1	Cost to Construct Entrance Archway as Indicated on A102; on Minnesota Avnue Entrance to Stadium. Include all Sitework	LS	1	$77,003.25	$77,003.25
		Alternate Bid 4 (If Selected, Added to Base Bid Fee/Scope of Work)				$507,386.04
15	A4-1	Canopy-Style Covering at KB Willet Ice Arena; Minnesota Avenue Garage Door Ramp as Indicated in Drawings on A103	LS	1	$466,210.00	$466,210.00
16	A4-2	Storm Sewer Connection for Downspout(s) for the New Overhead Canopy. All Sitework Associated with the Project should be Included Within Line Item	LS	1	$41,176.04	$41,176.04
		Base Bid Total:				**$3,821,788.60**