

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

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

CITY OF STEVENS POINT BOARD OF PUBLIC WORKS MEETING

November 14, 2022 - 6:35 PM

(or immediately following previously scheduled meeting)

**Community Room
933 Michigan Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

Meeting ID: 832 2613 6928 | Passcode: 705062

By Computer: <https://us02web.zoom.us/j/83226136928?pwd=aCtyR2tmQlV5Wkx4SXFmWGhaTjM2Zz09>

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

(A quorum of the City Council may attend this meeting)

AGENDA

Roll Call

Informational

1. Director's Report
2. Alternative funding presentation - Transportation Utility.

Discussion and Possible Action

3. To approve the Ordinance Amendment in Chapter 9.05 as it relates to parking.
4. Occupancy License for 1101 First Street regarding an existing encroachment into the First Street right-of-way.

Adjourn

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.

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



Public Works
Engineering Department:
Phone: 715-346-1561
Fax: 715-346-1650

Streets Department:
Phone: 715-346-1537
Fax: 715-346-1687

November 8, 2022

DIRECTOR OF PUBLIC WORKS REPORT
Scott Beduhn

1. **Engineering Division**

- **Sidewalk Continuation**
 - Nothing new to report.
- **Country Club Drive**
 - Nothing new to report.
- **Business 51 (Division and Church Streets) Reconstruction Project**
 - Nothing new to report at this time.
- **Clark/Main Study**
 - This study is complete.
- **McDill Monitoring and Control System Project**
 - This project is complete
 - The DNR is requesting an updated Emergency Action Plan (EAP) and Inspection, Operation and Maintenance (IOM) plan and staff continues to work with the DNR and the Lake District on these items.
- **2022 Fall Paving Project**
 - With funding tight, there will be no fall paving contract this year, however, staff is doing the preparatory work (removal of existing pavement and placement of road base material) on select north side alleys in anticipation of future planned capital and fall paving projects.
- **2022 Road Resurfacing Project**
 - All work is complete on this project.
 - The contractor will return in the spring to touch up any restored areas and address any warranty issues.

- **2022 Street Improvement Project**
 - A1 has complete all work for this year. The contractor will return in the spring to complete the remaining blocks of the project.
 - A total of 6 bocks (of 20 that make up the project) will carry over to 2023.
 - Four blocks of Washington Avenue
 - One block of Third Street
 - One block of Meadow Street
- **2023 Street Improvement Project**
 - The City is once again working with Strand Associates out of Madison for the engineering and design of the Street Improvement Project.
 - Staff is anticipating holding 2 Public Informational Meetings to present to the public and gather feedback.
 - The first PIM will likely be held in early December
 - The second PIM will likely be held in the late winter
- **2023 Road Resurfacing Project**
 - City staff will be completing the engineering and design of this project.
 - Currently staff is working to develop the typical cross sections and general profile of the roads
 - In addition, Engineering Staff is working with Utility Staff to identify any Utility needs such as localized flooding concerns which do exist within the project area.
- **West Zinda Bridge Evaluation**
 - While we have not heard officially from WisDOT, the Portage County Highway Commissioner has notified staff that the City has been awarded funds under the Local Bridge Program.
- **Plover River Crossing Trail Project**
 - Nothing new to report
- **North Union Street Extension**
 - Utility work is currently underway and will wrap up later this month.
 - Concrete work and asphalt paving will be completed in early 2023.
- **PD and FD Parking Lots**
 - Paving of both parking lots is complete.
 - Landscaping will be completed in-house next spring.
- **Michigan Avenue Underpass**
 - After experiencing pavement issues the past two winters, the Utility department has investigated the underdrain system beneath the pavement and has identified several failures they may be the cause of the issues.
 - Both the Public Works and Utility Departments are exploring options to address the failing system and repair the pavement.
 - At this time staff continues to explore the possibility of replacing part of the drainage system with our own forces.
 - Work will likely be done in the summer of 2023.

- **Additional Miscellaneous Projects:**

- Engineering Staff continues gathering survey data and researching right of way for proposed 2023 and 2024 roadway projects.
- Engineering staff has been working with university staff on several fronts to improve the University environment. These include:
 - Discussions related to the future of North Division Street as part of the Business 51 planning study.
 - Discussions in conjunction with Community Development on the future of the old Maytag lot.
 - Discussions regarding the redevelopment of Fourth Avenue through campus which is tentatively scheduled for reconstruction in 2026.
- Engineering staff has been working with the following other departments on a variety of projects in the preparation and/or bidding of capital projects including:
 - Fire Department
 - Fire Training Facility site improvements
 - Fire Station No. 1 parking lot replacement
 - Police Department
 - Parking Lot repaving and stormwater improvements
 - Parks Department
 - Municipal Pool Replaster
 - Pfiffner Park Bandshell Projects
 - KB Willett Roof Recoating
 - Community Development
 - Union Street Extension (Convent Redevelopment)
 - Shopko Redevelopment
 - Anderson Development Company Housing Development

2. Streets Division

Continued Operations:

- Garbage and Recycling
- Street Sign Compliance and replacement
- Street Light Maintenance
- Ongoing Street Sweeping
- Street Patching/Trumbull
- Drop off Site operations

Staffing: We currently have an opening for our Welder/Fabricator position as well as an opening for a Streets Maintenance Worker. We hope to have these positions filled by the end of November.

Christmas Decorations: Our Paint Crew transitioned to nights to work on putting up the downtown Christmas lights. We will have this work completed in time for the holiday parade. The 2022 downtown Christmas tree has been selected, and our crews should have it in place the second week of November.

Street Light Upgrades/replacements: Our concrete crew is transitioning into performing LED street light upgrades. We plan on completing this work mid-December.

Patch Crews: We continue to run the infrared patcher and have seen an increase in calls for pothole repair as the temperatures start to fluctuate between warm and cold weather.

Street Sweeping: Fall sweeping continues and has switched to nights to avoid traffic and collect as much as possible in a timely manner.

Leaf Collection: The Department completed it's 2022 leaf collection. We are now in the process of transporting leaves to various locations for disposal. The drop off site remains busy as residents continue to bring leaves.

Equipment maintenance/garage: Mechanics have completed the process of servicing our plow trucks, and they are ready for winter. There was a total of 55 completed repair orders in the month of October, this is down from 86 repairs in September. The decrease is due to the parks department winding down for the season, and some repairs were more complex and time consuming to complete. When broken down by department there are.

Water	2
Engineering	0
Inspection	0
Police	6
Parks	16
Fire	4
Streets	27

MONTHLY SIGN REPORT

August 2022

	SIGN	POLE
Accident	0	1
Maintenance	5	4
Moved	9	9
Vandalism	0	0
Ordinance Change	0	0
Installed	0	0
Replaced	1	0
Update	5	0
Tree Trimmed	0	0
TOTAL	20	13

OTHER EVENTS

- Repaired yellow reflective tape on traffic lights at Jefferson St. and Division St. intersection.
- Painted Fire Station #1 parking lot.
- Painted Police Dept. parking lot.

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



Public Works

Engineering Department:

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Streets Department:

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Fax: 715-346-1687

November 2, 2022

To: Board of Public Works

From: Scott Beduhn, Director of Public Works

Re: Ordinance Amendments

The ordinance amendment of Section 9.05(u)18, creating Accessible Parking is the result of being in compliance with Chapter 23 of the Zoning Code relating to the improvements made to the parking lot at Fire Station No. 1. The ordinance amendment of Section 9.05(f), amending 15 Minute Parking and the amendment of Section 9.05(g), amending No Parking are the result of creating Accessible Parking at this location.

The ordinance amendment of Section 9.05(j), creating No Parking Here To Corner is the result of having the code being consistent with what is currently signed and enforced in the field.

If there are any questions, please do not hesitate to contact me.

Thank you

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

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

SECTION I: That subsection 6 of Section 9.05(f) of the Revised Municipal Code, **15 Minute Parking** is hereby **amended** to read as follows:

9.05(f) 6. On the south side of Franklin Street from a point 96 feet east of Division Street to a point 120 feet east.

SECTION II: That subsection 28 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **repealed**:

SECTION III: That subsection 166 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 166. On the south side of Franklin Street from a point 120 feet east of Division Street to Isadore Street.

SECTION IV: That subsection 174 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here To Corner** is hereby **created** to read as follows:

9.05(j) 174. On the south side of Franklin Street from Division Street to a point 50 feet east.

SECTION V: That subsection 18 of Section 9.05(u) of the Revised Municipal Code, **Accessible Parking** is hereby **created** to read as follows:

9.05(u) 18. On the south side of Franklin Street from a point 66 feet east of Division Street to a point 96 feet east.

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 2, 2022
Approved: November 21, 2022
Published: November 24, 2022



MEMORANDUM

To: Board of Public Works

From: Ryan Kernosky, Director of Community Development 

Date: November 14, 2022

RE: **License Agreement for First Street Right of Way Encroachment at 1101 First Street**

Background: The owner of 1101 First Street is in the process of selling the property. One of the challenges is that the building (constructed in 1996) was constructed between 1' and 6" into the First Street Right of Way. Because of that, buyers are having a challenging time obtaining appropriate title insurance and the seller is having a challenging time selling the property.

As part of discussions with the property owner, City staff has put together a license agreement that will address the concerns about the encroachment with title companies.

Staff Recommendation: Staff recommends approval as presented. Please let me know if you have any questions. Thank you.

www.stevenspoint.com

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

	LICENSE AGREEMENT
Document Number	Document Title

This License Agreement ("Agreement") is made by and among the City of Stevens Point ("City"), and Jeffery and Christy Thompson ("Property Owners") as of the ____ day of _____, 2022 ("Effective Date"). Collectively known as the "Parties."

Recording Area
Name and Return Address:
City of Stevens Point
c/o City Clerk
1515 Strong's Avenue
Stevens Point, WI 54481
PIN: 281240832200507

RECITALS

- A.** The City owns certain public right-of-way ("ROW") adjacent to the west property line at 1101 First Street, Stevens Point, WI 54481 ("Subject Parcel"). Such ROW and Subject Parcel are further outlined in EXHIBIT A of this document.

- B.** The building constructed at the Subject Parcel was constructed 1994 and encroaches into the ROW along the west property line. Such encroachment is further outlined in EXHIBIT B of this document ("License Area").

- C.** The City is willing to join in this agreement and grant an occupancy license within the ROW to the Property Owners, based on the terms and conditions of this agreement.

AGREEMENT

NOW, THEREFORE, the City and the Property Owners, in consideration of the above premises and of the covenants herein contained, the receipt and sufficiency of the which is hereby mutually acknowledged by each party hereto, do hereby covenant and agree as follows:

- 1. City License Agreement.

- a. The City hereby grant to the Property Owners an occupancy license to utilize portions of the City ROW as outlined on EXHIBIT B of this document.
 - b. The Property Owners may occupy the Licensed Area, but shall not enlarge, change, cause further need for additional occupancy within the Licensed Area.
 - c. This License Agreement shall automatically terminate in the event of the following:
 - i. The building at 1101 First Street is razed, destroyed, partially destroyed and/or demolished, or moved out of the Licensed Area. It shall be the discretion of the City Council whether or not an event outlined within this section will result in the removal of the building and the subsequent termination of this Revocable License Agreement.
 - 1. If any event occurs as outlined in Section 1(c)(1), the building may not be constructed on the same footprint as the existing building.
 - 2. Any new additions, exterior alterations, and/or construction must occur outside of the Licensed Area. This section is exempt for exterior improvements, including, but not limited to, siding, window replacement (not new windows), and general maintenance.
 - d. Property Owners acknowledge that any improvements done within the License Area shall be at the sole expense of the Property Owners, and if this Agreement is terminated for any reason, the Property Owners shall not be compensated for the cost of such Improvements and/or any loss.
2. Rent. In exchange for the Property Owners maintaining the Licensed Area and the area surrounding the Licensed Area, the City agrees to not charge any monetary value for the License.
3. Insurance. So long as this license shall remain in force, Property Owner, at Property Owner's sole expense, shall maintain a comprehensive general liability policy of insurance, naming the City of Stevens Point as an additional insured and containing a contractual endorsement reading as follows:

"It is agreed that this policy covers the liability assumed by the insure under agreement dated _____, 20__ issued by The City of Stevens Point for premises located in the

_____ Quarter of the _____ Quarter of Section __,
T2_N, R_E, City of Stevens Point, Portage County,
Wisconsin.”

The Policy shall contain a combined single limit of liability for personal injuries and property damage of not less than \$1,000,000.00. Property Owner shall furnish a Certificate of Insurance to the City stating that said insurance is in force and that it will not be canceled or materially changed without giving the City not less than ten (10) days prior written notice addressed to:

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

4. Indemnification. Property Owners agrees to indemnify and hold harmless the City from and against any and all claims, losses, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property that occurs in the Licensed Area arising from or out of the negligence or willful misconduct of Property Owners. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against the Property Owners, then the Property Owners shall protect and hold the City harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by the City in connection with such claim or litigation.
5. Default. In the event the Property Owners fails or refuses to keep and perform any of the terms, covenants, or conditions herein required of the Property Owners and such default is not cured within thirty (30) days after the City gives Property Owners written notice of such default, then the Property Owners shall be deemed "Default" under the terms of this Agreement. Provided, however, if the Default cannot reasonably be cured within thirty (30) days, then the Property Owners shall be deemed to have complied with such notice so long as it has commenced to comply with the notice within the period set forth in the notice and thereafter is proceeding to cure the Default with all possible diligence. Upon the occurrence of a Default, the City may declare this Agreement terminated and institute action to expel the Property Owners from the premises. Furthermore, the City shall be permitted any other right or remedy allowed by law to the City.
6. Covenants Running with the Land. This License Agreement constitutes the entire License Agreement between the Parties, and all provisions of this License Agreement shall be deemed to be covenants running with the land described on

Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

7. Miscellaneous.

- a. If any term or condition of this Agreement or part thereof is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
 - b. This Agreement may only be further modified or amended by written instrument, signed by all parties hereto.
 - c. This Agreement shall be construed under the laws of the State of Wisconsin.
8. Notice. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be given by personal delivery or mailed to the address designated below, or such other address as they may designate in writing, mailed by registered or certified mail, return receipt requested, with postage prepaid. Notices shall be deemed effective when personally delivered or when deposited in the United States mail in the manner described above.

If to the City: City of Stevens Point
 c/o City clerk
 1515 Strongs Avenue
 Stevens Point, WI 54481

If to the Property Owners: Property Owner
 1101 First Street
 Stevens Point, WI 54481

9. Effective Date. This Agreement is made as of the Effective Date.

Signatures on following pages.

Property Owners:

By: _____
Jeffery Thompson

By: _____
Christy Thompson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this day of _____, 2022, the above-named Jeffery Thompson and Christy Thompson, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Public, Wisconsin
My Commission Expires: _____

City of Stevens Point:

By: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this day of _____, 2022, the above-named Mike Wiza, Mayor for the City of Stevens Point, and Kari Yenter, City Clerk for the City of Stevens Point, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Public, Wisconsin
My Commission Expires: _____

EXHIBIT A

PORTAGE COUNTY CERTIFIED SURVEY MAP PREPARED FOR: JEFF THOMPSON

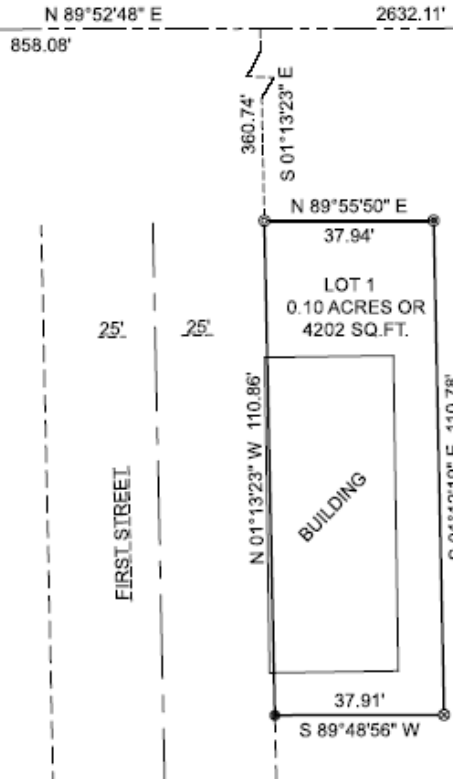
BEING LOT 1, CSM NO. 5639 VOL. 20 PG. 210, LOCATED IN
GOVERNMENT LOT 1, SECTION 32, T24N R8E, CITY OF
STEVENS POINT, PORTAGE COUNTY, WISCONSIN

SURVEY NOTE:
PORTIONS OF THIS SURVEY BASED ON CITY OF STEVENS POINT
SURVEY WORK PRIOR TO FIRST STREET RECONSTRUCTION
PARCEL: 281-24-0832200507

NW CORNER
SEC 32 T24N R8E
STONE

N1/4 CORNER
SEC 32 T24N R8E
HARRISON

BEARINGS REFERENCED TO THE
NORTH LINE NW1/4 SAID SECTION 32
ASSUMED TO BEAR N 89°52'48" E



STRONGS ELLIS AND OTHERS ADD.
OWNED BY OTHERS

LEGEND

- ⊕ = GOVERNMENT CORNER LOCATION
- = 3/4in. x 18in. REBAR 1.50lbs/ft. SET
- ⊗ = CUT X FOUND IN CONCRETE
- ⊙ = CUT X SET IN CONCRETE
- ⦿ = MAG NAIL SET



SCALE 1" = 30'

SHEET 1 OF 3