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.

AMENDED

CITY OF STEVENS POINT
REGULAR COUNCIL MEETING

Community Room
933 Michigan Avenue, Stevens Point, WI

Novembe r 21, 2022

OR

7:00 PM

Zoom Teleconferencing

Meeting ID: 846 8963 4862 | Passcode: 136047
By Computer:
https://us02web.zoom.us/j/84689634862?pwd=OGhDRklTWEdvK2lDWVdmRFI0SWoyZz09
By Phone: +1-312-626-6799 (US Chicago)

Agenda

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.
4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.
5. Presentation to the Mayor and Council: Chiamaka Obinna and others – UWSP students speaking on Community experiences.

Consideration and Possible Action on the Following:

6. Consent Agenda:

   - Minutes of the Common Council Meeting of October 17, 2022 and Special Common Council Meeting of November 14, 2022.
   - Actions of the Police and Fire Commission meeting of November 1, 2022:
     3. Confirmation of Bills.
     5. Discussion, with possible action, Long Term Agreement with the Village of Park Ridge.
     6. Discussion, with possible action, to create a new position within the Bureau.
     7. Discussion, with possible action, to hire or promote new Battalion Chiefs.

8. Request to hire or promote Battalion Chiefs at Step 3 of the City of Stevens Point Pay Plan.
9. Discussion, with possible action, acceptance of three new Tempus LS Monitors from an anonymous donor.

- Actions of the Park Commission meeting of November 2, 2022:
  2. Approval of October 5, 2022 Meeting Minutes.
  3. Presentation by Forestry Department Intern Arua de Castro, on his internship project for the department.
  8. Director's Report.

- Minutes and Actions of the Plan Commission meeting of November 7, 2022:
  2. Report of the October 3, 2022 meeting of the City Plan Commission.
  6. A request from Cory Presnick, representing CORTA Stevens Point, LLC, for a Site Plan Review to construct a building addition on the property located at 5601 U.S. Highway 10 East (Parcel ID 281240836230013), consistent with Ch. 23.02(2)(e)(5).
  10. Discussion and possible action on the acquisition of property located at 5595 Regent Street (Parcel ID 020320111).
  11. Discussion and possible action on the acquisition of a portion of the property located at 324 Brilowski Road (Parcel ID 020240826-13.02).
  12. Discussion on the Comprehensive Plan update.
  13. Director's Report.

- Minutes and Actions of the Joint Municipal Court Oversight Committee of November 10, 2022:
  2. Discussion and action on recommendation for the 2023 budget.
  3. Discussion and action on Judge McFarland’s November 9, 2022 Joint Municipal Court Report.

- Actions of the Board of Water and Sewerage Commissioners meeting of November 14, 2022:
  2. Approval of minutes.
  3. Approval of department claims.

- Actions of the Airport Commission meeting of November 14, 2022:
  2. Approval of minutes.
  3. Approval of department claims.

- Actions of the Transportation Commission of November 14, 2022:
  2. Approval of October 10, 2022 minutes.
  3. Approval of the October 2022 Financial/Claims report.
  4. Approval to apply for 2023 5311/85.20 Operational Grant.
  5. Approval to apply for 2023 85.21 Grant.
  6. Approval to waive fixed route bus fares from June 26 to July 2, 2023.
  7. Approval to run event routes during the 2023 U.S. Senior Open Championship.

- Minutes and Actions of the Board of Public Works meeting of November 14, 2022.

- Minutes and Actions of the Public Policy and General Government meeting of November 14, 2022:
  2. License List.

- Minutes and Actions of the Finance Committee meeting of November 14, 2022:
  3. Approval of Modifications to Edgewater Relocation Assistance Program.
  5. Idle Sites Redevelopment Grant Contract between the City of Stevens Point and the Wisconsin Economic Development Corporation.
  6. Second Amendment between the City of Stevens Point, Redevelopment Authority, and Opera House, LLC.
  7. Acquisition of property located at 5595 Regent Street (Parcel ID 020320111).
  8. Acquisition of a portion of property located at 324 Brilowski Road (Parcel ID 020240826-13.02).
  9. Approval of Payment of Claims.

- Monthly Financial Report by Comptroller/Treasurer

- Mayoral Appointments:
  - Bicycle-Pedestrian Street Safety Commission: Karalyn Peterson, filling the unexpired term of Larry Frostman, expiring April 30, 2024.
  - Bicycle-Pedestrian Street Safety Commission: Nena Fisher, filling the Alternate 1 vacancy for the term expiring April 30, 2024.
  - Redevelopment Authority: John Schlice, term expiring December 31, 2027.
  - Housing Authority: Nicole Tank, term expiring December 31, 2027.

7. City of Stevens Point participation in and agreement with Portage County for ExpressVote system.

8. Dedicating parcel #020780801 (2.65 acres) to a City Park.

9. Naming of parcel #020780801 (2.65 acres) "Peters Family Park" in honor of the Peters Family and their major donation pledge for the Plover River Crossing Project in accordance with the City's Naming Rights Policy Item 6(C)(1).

10. Naming of the future bridge spanning the Plover River "Henneghan Bridge" in honor of the Henneghan Family for their major donation pledge for the Plover River Crossing Project consistent with the City's Naming Rights Policy Item 6(C)(1).

11. Naming of the future boardwalk "Sentry Boardwalk" in honor of Sentry Insurance for their major donation pledge for the Plover River Crossing Project consistent with the City's Naming Rights Policy Item 6(C)(1).

12. Approving of the State/Municipal Agreement for an Infrastructure Transportation Alternatives Program Project for the Plover River Crossing Project.

13. Resolution - A request from Jim Anderson, representing Anderson Development Company LLC, for a final subdivision plat review of a proposed 39-lot subdivision on the property located at 5498 Golla Road (Parcel ID 020240826-13.05), and unaddressed parcel bounded by Golla Road and Regent Street (Parcel ID 020240826-14.03) and the property located at 324 Brilowski Road (Parcel ID 020240826-13.02).

14. Resolution - A request from the City of Stevens Point for the acceptance of dedicated land for right-of-way purposes - extension of Elizabeth Avenue approximately 237 feet to the south.

15. Resolution - A request from Wayne Bushman, representing Sunrise Pointe Ventures LLC, for a conditional use permit to construct multiple business incubator structures on the property located at 5001 Joerns Drive (Parcel ID 281230802200042), consistent with Ch. 23.01(13)(f).

16. Ordinance - A request from the City of Stevens Point to annex the property located at 5950 U.S. Highway 10 East (Parcel ID 020240836-01.02), an unaddressed parcel bounded by U.S. Highway 10 East and Badger Avenue (Parcel ID 020240836-02.06), an unaddressed parcel off of Badger Avenue (Parcel ID 020240836-02.07) and two landlocked parcels directly north of the property located at 5950 U.S. Highway 10 East (Parcel ID 020240825-16.02 & 020240825-16.03), consistent with Wisconsin Statute 66.0223.

17. To approve the Occupancy License for 1101 First Street regarding an existing encroachment into the First Street Right-of-Way.

18. To approve the Ordinance Amendments in Chapter 9.05 as it relates to parking.

19. ***Public Hearing – Installation of Storm Sewer Laterals – Project # 21-01.

20. ***Final Resolution – Installation of Storm Sewer Laterals – Project # 21-01.

21. Ordinance Amendment 24.03 - Downtown Open Intoxicant Exception.

22. ***Request to Hold Event/Street Closing: Santa & Reindeer on December 10, 2022 (Recurring Event).

23. Public Hearing on the City Budget for 2023.

24. Resolution Adopting the Budget (Capital and Operating) for the City of Stevens Point for the Year 2023.

25. Resolution Appropriating Necessary Funds for the City of Stevens Point for 2023 and Levying the Tax Rate for the Year 2022.

26. Resolution Providing for Writing Special Assessments and Special Charges into the Tax Roll for 2022.

27. Approval of the 2023-2025 Agreement with Park Ridge for Fire Service.

28. Adjournment.

RMC – Revised Municipal Code

Persons who wish to address the Common Council may make a statement as long as it pertains to a **specific** agenda item. Persons who wish to speak on an agenda item will be limited to a five (5) minute presentation. Any person who wishes to address the Common Council on a matter which is not on the agenda will be given a maximum of three (3) minutes and the time strictly enforced under the item, "Persons who wish to address the mayor and council on non-agenda items." Individuals should not expect to engage in discussion with members of the City Council and City staff.

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569 or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during the regular business hours from 7:30 A.M. to 4:00 P.M.

CITY OF STEVENS POINT
REGULAR COUNCIL MEETING MINUTES

Community Room
933 Michigan Avenue, Stevens Point, WI

October 17, 2022
7:00 PM

OR

Zoom Teleconferencing

Agenda

1. **Roll Call.**

Present: Ald. Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.

Others Present: Mayor Wiza, Clerk Yenter, H/R Manager Frasch, Mayoral Assistant Kawski, Director Kernosky, Attorney Beveridge, Deputy C/T Freeberg, Chief Kusow, Director Kremer, Director Lemke, Chief Moody, Director Beduhn.

2. **Salute to the Flag and Mayor's opening remarks.**
3. **Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.**
4. **Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.**

Ronald Carlson spoke about his decision to resign his Aldermanic post in District 6 and his recent cancer diagnosis. He shared his experiences of working on council and thanked everyone for the experience.

Kevin Flatoff, 2151 Ellis Street, shared his plans to expand his business outside of Stevens Point. He challenged the alderpersons to consider existing businesses in the future.

Keith Kedrowski, 1536 Water Street, spoke about the state of politics in the United States. He encouraged citizens to vote wisely.

Dave Eiden, 1008 Matilda Street, spoke about the band shell and the needed repairs. He suggested a maintenance plan be made moving forward.

Craig Tesch, 1100 Frontenac Avenue, shared about the Business 51 meeting on October 6th. He shared some of the questions that were asked at the meeting.

Consideration and Possible Action on the Following:

5. **Consent Agenda:**

Minutes of the Common Council Meeting of September 19, 2022.

Actions of the Police and Fire Commission meeting of October 4, 2022:
4. Confirmation of Bills.

Minutes and Actions of the Plan Commission meeting of October 3, 2022:
2. Report of the September 6, 2022 meeting of the City Plan Commission.
4. August 2022 Monthly Report.
5. Director's Report.

Minutes and Actions of the Park Commission meeting October 5, 2022:
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.
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.

Actions of the Board of Water and Sewerage Commissioners meeting of October 10, 2022:
2. Approval of minutes.
3. Approval of department claims.
4. Purchase of truck for televising equipment.

Actions of the Airport Commission meeting of October 10, 2022:
2. Approval of minutes.
3. Approval of department claims.
4. Use of General Fund dollars for runway & taxiway painting.

Actions of the Transportation Commission of October 10, 2022:
2. Approval of the August 8, 2022 minutes.
3. Approval of the August & September 2022 financial / claims report.
4. "Free Ride Fridays" on fixed route buses between Thanksgiving and Christmas.

Minutes and Actions of the Personnel Committee meeting of October 10, 2022:
4. Request amendment to Administrative Policy 3.02 Leaves Policies Annual Leave - Vacation Section B.
5. Consideration of making vacation carryover policy change to Administrative Policy 3.02 Annual Leave section D retroactive to April 1, 2022.

Minutes and Actions of the Board of Public Works meeting of October 10, 2022.

Minutes and Actions of the Public Policy and General Government meeting of October 10, 2022:
2. License List.
3. Request to Hold Event/Street Closing.

Minutes and Actions of the Finance Committee meeting of October 10, 2022:
8. Consideration of sidewalk assessments for the 2021 Street Improvement Project #21-01.

9. Approval of Claims Paid.

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

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

6. Resolution - A request from Daniel and Danielle Haapala, representing Haapala Investments LLC, for a conditional use permit to renovate an existing commercial tenant space into a single-family residence on the property located at 2964 Church Street (Parcel ID 281230805101420), consistent with Ch. 23.02(1)(g)(16)(f).

Ald. Fishler moved, Ald. Morrow seconded, to approve the conditional use permit.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Shorr, Christianson.
Nays: None. Motion carried.

7. First Amendment of Development Agreement between the City of Stevens Point and the RA Cook & JI Altenburg Cooperative.

Ald. Johnson moved, Ald. Morrow seconded, to approve.

Call for the vote: Ayes: Christianson, Shorr, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Abstentions: Keymer.
Nays: None. Motion carried.

8. Request from Merge Urban Development for a Partial Assignment of Amended and Restated Development Agreement for Phase III for the North Side Yard Development at 1017 Third Street.

Ald. Morrow moved, Ald. Christianson seconded, to approve the request.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Shorr, Christianson.
Nays: None. Motion carried.

9. Request from the Community Development Department to Contract with Place Dynamics for a Business Incubator Feasibility Study.

Ald. Kneebone moved, Ald. Shorr seconded, to approve.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

10. Request from the Community Development Department to Contract with Ayres and Associates for Architectural Services relating to a Business Incubator.

Ald. Johnson moved, Ald. Dalton seconded, to approve.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Shorr, Christianson.
Nays: None. Motion carried.

11. Update and possible action on health care benefit changes.

H/R Manager Frasch gave an overview of the proposed changes.

Ald. Morrow moved, Ald. Fishler seconded, to approve health care benefit changes.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

12. Consideration of setting Alderperson salary terms beginning in 2023 and 2024.

Ald. Shorr moved, Ald. Keymer seconded, to set alderperson salaries for 2023 elected alderpersons and 2024 elected alderpersons at $6,300.

Call for the vote: Ayes: Shorr.
Nays: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Christianson.

Attorney Beveridge gave an overview of the council's responsibility in setting salaries.

Ald. Johnson moved, Ald. Dalton seconded, to freeze the Alderpersons' salaries for those elected in 2023 and 2024 at $5,300.

Call for the vote: Ayes: Christianson, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler.
Nays: Shorr, Morrow. Motion carried.

13. Ordinance Amendment - Mayoral Salary for the 2023-2027 Term of Office.

Ald. Johnson moved, Ald. Dalton seconded, to freeze the mayoral salary at it's current amount for the 2023-2027 term.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Kneebone, Johnson, Zarazua, Keymer, Christianson.
Nays: Shuda, Shorr. Motion carried.

14. Request to Hold Event/Street Closing: Holiday/Christmas Parade on November 16, 2022 (Recurring Event).

Ald. Christianson moved, Ald. Fishler seconded, to approve the event.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

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

Ald. Shorr moved, Ald. Keymer seconded, to approve the resolution.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Shorr, Christianson.
Nays: None. Motion carried.

16. Ordinance amendment: Chapter 11 Forestry Ordinance Updates.

Ald. Shorr moved, Ald. Dalton seconded, to approve the ordinance amendment.

Director Kremer gave an overview of the proposed changes.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

17. Approval of 2023 Capital Budget and Capital Improvement Plan for 2024-2027.

Ald. Johnson moved, Ald. Dalton seconded, to approve.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Shorr, Christianson.
Nays: None. Motion carried.

18. Consideration of Initial Funding for 2023 and Partial Funding for the Proposed Downtown Business Improvement District for 2024-2027.

Director Kernosky noted that there was a mistake with the initial dollar amount and a $7,000 increase would be needed.

Ald. Christianson moved, Ald. Johnson seconded, to approve with the recommended increase from $70,000 to $77,000.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

19. Resolution Authorizing and Providing for the Sale and Issuance of $9,475,000 General Obligation Promissory Notes, Series 2022A, and All Related Details.

Ald. Johnson moved, Ald Dalton seconded, to approve the resolution.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Shorr, Christianson.
Nays: None. Motion carried.

20. Resolution Authorizing and Providing for the Sale and Issuance of $3,500,000 Storm Water System Revenue Bonds, Series 2022, and All Related Details.

Ald. Morrow moved, Ald. Kneebone seconded, to approve.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

21. Resolution Authorizing and Providing for the Sale and Issuance of $2,890,000 Sewerage

System Revenue Bonds, Series 2022, and All Related Details.

Ald. Shorr moved, Ald. Fishler seconded, to approve.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Shorr, Christianson.
Nays: None. Motion carried.

22. Resolution Authorizing and Providing for the Sale and Issuance of $4,410,000 Water System Revenue Bonds, Series 2022, and All Related Details.

Ald. Dalton moved, Ald. Morrow seconded, to approve.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

23. Resolution Applying for a Loan of $3,350,000 from the Trust Funds of the State of Wisconsin for the Purpose of Financing TID 11 Development Incentives.

Ald. Johnson moved, Ald. Dalton seconded, to approve the resolution applying for a Loan of $3,350,000 from the Trust Funds of the State of Wisconsin for the Purpose of Financing TID 11 Development Incentives.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Kneebone, Johnson, Zarazua, Keymer, Shorr, Christianson.Nays: None. Motion carried.

24. Consideration of options for filling the unexpired term for Sixth District Alderperson.

Ald. Shorr moved, Ald. Dalton seconded, to appoint an alderperson until the April 2023 election for District 6.

Ald. Christianson moved, Ald. Keymer seconded, to amend the motion to be appointed to April 2024.

The roll call below is for the amendment only.

Call for the vote: Ayes: Christianson, Keymer, Johnson.
Nays: Shorr, Zarazua, Kneebone, Shuda, Dalton, Fishler, Morrow. Motion failed.

The roll call below is for the original motion.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Kneebone, Zarazua, Shorr.
Nays: Shuda, Johnson, Keymer, Christianson. Motion carried.

25. Adjournment.

Adjourned at 9:08 p.m.

CITY OF STEVENS POINT
SPECIAL COMMON COUNCIL MEETING MINUTES

Community Room
933 Michigan Avenue, Stevens Point, WI

November 14, 2022
6:00 PM

OR

Zoom Teleconferencing

Minutes

1. Roll Call.

Present: Ald. Christianson, Shorr, Keymer, Zarazua, Kneebone, Shuda, Dalton, Fishler, Morrow (arrived at 6:13 p.m.).

Excused: Ald. Johnson.

Others Present: Mayor Wiza, Clerk Yenter, Deputy C/T Freeberg, Director Lemke, Assistant Chief Williams, Director Kernosky, Chief Moody, Administrative Assistant Church, Director Beduhn, Attorney Beveridge.

Consideration and Possible Action on the Following:

2. Presentation and interview of Sixth District Alderperson candidates, subsequent appointment, and swearing in.

Sixth District Alderperson candidates gave a brief overview of their qualifications and reasons for applying.

Members of the Council asked candidates questions and each candidate was given an opportunity to respond.

Clerk Yenter provided voting slips allowing each Council member to cast their vote.

The votes were as follows: David Plaisance - 5 votes, Sara Berna - 3 votes, Jason Behrendt - 1 vote.

David Plaisance was sworn in as Sixth District Alderperson.

3. Mayoral Appointment for Sixth District Alderperson to:
Finance Committee.
Board of Public Works.
Bicycle and Pedestrian Street Safety Committee.
Municipal Court Oversight Committee.

Ald. Dalton moved, Ald. Morrow seconded, to approve the appointment of David Plaisance to the Finance Committee, Board of Public Works, Bicycle and Pedestrian Street Safety Committee, and

Municipal Court Oversight Committee.

Call for the vote: Ayes: Ald. Christianson, Shorr, Keymer, Zarazua, Kneebone, Shuda, Dalton, Fishler, Morrow.
Nays: None. Motion carried.

4. Adjournment.

Adjourned at 7:25 p.m.

These Minutes are unofficial and subject to modification upon review of the commission at their December 2022 meeting.

CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF NOVEMBER 1, 2022

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

Also Present: Fire Chief Moody, AC Williams, AC Gemza, Alderperson Kneebone, Alderperson Christianson, City Attorney Beveridge, Justin Thomson

2. Approval of Minutes

Commissioner Kirschling moved, seconded by Commissioner Mrozek to approve the minutes of the October 4, 2022 meeting.

Ayes, all; nays, none. Motion carried.

3. Confirmation of bills

Commissioner Ostrowski moved, seconded by Commissioner Mrozek, to approve the confirmation of the October 2022 bills.

Ayes, all; nays, none. Motion carried.

4. Police Chief's Report

Notes of Interest:

- Promotional process for Lt. and Sgt. led by Assistant Chief Williams.
- Lt. Johnson, along with the UWSP Dean of Students Office, the Stevens Point Inspections Dept. and the Central WI Apartment Association, completed a presentation to approx. 50 UWSP students who are planning to live off campus next year. The presentation was about an hour long. Lt. Johnson spoke about parking concerns, being a good neighbor and different issues students often end up speaking with SPPD about.
- 10-11-22: SRO Quisler requested we implement a new bicycle donation program for under privileged students. Asst. Chief Rottier developed a form and process for this program and one student has already been a recipient.
- 10-11-22 / 10-13-22: Department wide in-service training with dept. pins dispersed recognizing years of service. (5 year increments)
- 10-13-22: Officer Wierzba and Lieutenant Johnson attended a Career Fair at Pacelli High School. The officers were able to speak with many students about a career in law enforcement. They also had SWAT equipment for the students to try on and items to hand out.
- 10-15-22: Assistant Chief Rottier, Assistant Chief Williams and Chief Kussow volunteered at the Habitat house hanging sheetrock.
- 10-20-22: Lieutenant Johnson and Assistant Chief Rottier interviewed two applicants, both current part-time CSO's with the Department, for the upcoming full-time CSO position, scheduled to start on Nov. 7. The new position was offered to Andrew J. Hensel, who

accepted. Andrew has been a part-time CSO with the Department since September of 2020. Twenty-eight (28) people applied for the position.

- 10-25-22: Birth announcement of our new Therapy K9 from Blueberry Cottages. Lucky and Joey had six gorgeous pups (3 females & 3 males). They are a stunning mix of red, caramel, and apricot! We cannot wait to see this litter grow! They will be approximately 30-35 pounds fully grown!
- 10-27-22: Members of the Department met with Administrators of the Stevens Point Area School District to discuss/debrief the swatting call.
- 10-28-22: Promotion of Sergeant Long to Lieutenant and Lead Officer Roser to Sergeant.
- 10-29-22: Portage County Drug Take Back at the Lincoln Center.

Calls of Interest:

- 10-25-22: Assault, Point After, Officers responded to report that a homeless person demanded food from the cook. After the cook refused, the homeless male physically beat the cook and took off. Male was located in the Library tunnel where he was arrested. During the arrest, the male attempted to burn officers with a lighter.
- 10-24-22: Threats, Patrol assist PJ Jacobs School Resource Officer with threats to shoot up a student's house via snap chat.
- 10-24-22: Report of missing firearm
- 10-23-22: Missing Family from Michigan located in Stevens Point, The family reported missing from Michigan (in national media). Michigan Law Enforcement notified that all was good.
- 10-22-22: Disturbance with Weapons, two males reported located in front of 300 block of Washington wearing ski masks waiving firearms. Upon further investigation, the firearms were determined to be air soft.
- 10-20-22: OD on Fentanyl, 2300 block of Heffron Street. Male subject found unresponsive and given narcan by officer. Upon medical clearance subject taken to jail on felony bail jump and possession.
- 10-20-22: Fake 911 Call of Active Shooter at SPASH. Prior to call officers received information of similar fake swatting calls around the state. Officers from SPPD, PTSO, and Plover responded for a lock down and cleared the building.
- 10-19-22 Drug Interdiction Stop w/firearm: SPPD Officers conducted traffic stop with K-9 indication that resulted in confiscation of a firearm, drugs and cash seized from a Felon who was arrested for Possession of Drugs and Firearm.
- 10-16-22 Disturbance with Firearm: SPPD officer responded to a disturbance near Whiting and Henrietta between a male and female who broke up. The female had two of her male friends confront her ex and the ex's friend about stolen property. During the confrontation between the groups of males, a firearm was produced and used to threaten the complainant. Suspects were gone prior to police arrival but not before they slashed the complainant's vehicle tire.
- 10-16-22 day time domestic: Two females were involved in a physical domestic at 700 block of Smith Street. The primary aggressor had taken pills prior to police arrival and was transported for medical clearance with request for charges.
- 10-15-22: Fight, Report of two males fighting near Rogers and Center Point, Both males contacted by Officers and cited.
- 10-15-22: Damage to Squad by drunk driver. Female driver backed into SPPD squad, causing damage. Female driver believed to be under the influence. PTSO requested to investigate and later arrested female for operating while under the influence.
- 10-14-22: Drug interdiction: SPPD Investigation Bureau and Patrol worked drug interdiction, resulting in multiple arrests and confiscation of drugs, cash and a firearm.
- 10-14-22: Report of Threats with Firearm. Male reported another male flashed a firearm at him. Further investigation found no gun actually was displayed.
- 10-11-22: Violation of Domestic Restraining order. Male suspect was located sleeping inside the complainant's garage and later arrested.

- 10-11-22: Disturbance with weapons**.** 1600 block of Clark, Street, 15-year-old male armed himself with two large kitchen knives and barricaded himself in a room. Male was upset because parents found THC in his room. Officers were able to negotiate with the 15-year-old to disarm himself. 15-year-old has brain tumor and does not like being told what to do. Family to follow up with Portage County Health and Human Services.
- 10-08-22: Disturbance with Pepper Spray, 3500 block Bush, Neighbors involved in disturbance during which one of the pepper sprayed the other. Parties separated neither one wanted police action.
- 10-08-22: Fight, report of fight at Kim's barrel INN, Investigation pending
- 10-08-22: Disturbance, 100 block Minnesota Avenue. Niece and Aunt involved in fight over aunt having relations with her boyfriend. Domestic criteria not met, parties separated.
- 10-07-22: Disturbance at PJ Jacobs, two male teens were engaged in physical pushing and verbal arguing during a volleyball game. A parent became physically involved placing hands on one of the teens. Parties separated and citation issued to adult.
- 10-06-22: OWI Hit and run Property damage, Officers located and stopped female driver who was under the influence. During arrest female had reached for scissors located inside her purse. Female had caution data for concealing a knife in bra, she attempted to access the knife during arrest. Driver arrested for Operating while under the influence.
- 10-05-22: Welfare check/resisting arrest, Officers checked welfare of female possibly under the influence of meth making suicidal comments. Subject had an active warrant and placed under arrest. Subject physically resisted arrest. Subject later taken to jail.

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

Number of Use of Force Incidents: 9 (59)

10/3/22 – Officers were dispatched to a local motel where there was a male subject knocking on doors, waking up residents and even punching one resident. Officers made contact with the subject and after an investigation advised the subject he was under arrest. The subject refused to go to jail and physically resisted officers as they tried to handcuff him. He was able to pull away from one of the officers. One Officer removed his Taser from his holster and advised the subject he would be tased if he did not comply. Officers were then able to decentralize the subject to the ground and handcuff him. No injuries.

10/5/22 – Officers were dispatched to a residence for a welfare check, where the information provided was that the person wished to harm themselves. Upon arrival, Officers were advised the subject had left on foot and likely had drugs on her. Officers located the subject and she refused to cooperate with the Officers. Once the Officers advised the subject they were under arrest for a Probation Hold, the subject refused to remove their hand from their purse. Officers placed the subject into handcuffs. There were narcotics located in the purse. No injuries.

10/5/22 – Members of the Detective Bureau conducted a drug search warrant on a residence. During the execution, members pointed their guns at the suspects inside until everyone was in custody. No injuries.

10/6/22 – Members of the Stevens Point SWAT Team assisted Wood County Sheriff's Office with a multiple target drug warrant. During the assist, members of the SWAT team pointed their firearms at suspects inside until they were taken into custody. No injuries

10/6/22 – Officers were called to a hit and run crash. Officers located the run vehicle and conducted a traffic stop on the vehicle. The driver was suspected of being under the influence of drugs and had caution data that they kept a knife in their bra. The suspect became verbally uncooperative with Officers while still in her vehicle and reached down into her bra. One Officer was able to grab both of her hands, while another Officer opened the door to the vehicle. Those two Officers removed the subject and decentralized the suspect and handcuffed her. A butterfly

knife was located in the subject's bra. The subject was later taken for a blood draw and tried to fight with Officers while in the ER and had to be held down. The subject later spit on an officer while being loaded into the squad. No injuries.

10/11/22 – A SPPD Detective assisted with a drug search warrant in Marquette County. During the execution of the warrant, the Detective pointed their firearm at the suspects on scene until everyone was in custody. No injuries.

10/13/22 – SPPD Detectives and Officers executed a search warrant on a residence. During the warrant, Officers pointed their firearms at the suspect inside until they were safely in custody. No injuries.

10/20/22 – SPPD Officers responded to SPASH for a report of an active shooter. Once Officers were inside the school they attempted to sweep the school, looking for any injured or a threat. While doing this the Officers had their handguns or rifles out at the low ready. They encountered many students and staff members. No threat was found and the call was believed to be a swatting call, no injuries.

10/22/22 – A SPPD Officer, along with SPFD Paramedics were on a call where there was an intoxicated female, who was acting strange and uncontrollable. The subject was escorted to an ambulance where she proceeded to kick a Paramedic in the groin. The SPPD Officer then held the suspect down and applied a wrist hold, until the suspect agreed to calm down. The suspect then began to spit at the Paramedics and the Officer and tried to bite another Paramedic. At that time the Officer held the subject down, secured their head and applied the Mandibular angle (top corner of jaw, behind the ear) pressure point effectively, gaining compliance from the suspect. The suspect was medically cleared due to their level of intoxication and then jailed. No injuries.

Mental health related incidents: Officers Responded to the following as of 10/24/2022:

- 37 welfare checks
- 7 chapter 51s
- 6 voluntary

K-9 Unit:

Sgt. Ballew and K-9 Barry are back in service

10-08-22: on 10/18/2022, K9 Barry and I assisted Officer Lepinski on a traffic stop. K9 Barry was deployed and came to a final response. A search of the vehicle was conducted and a large amount of cash was located in the driver's pocket. There was marijuana located in a backpack and a hidden compartment located in the trunk of the vehicle.

Hand Gun, 1 Items

Concealed: Backpack

Packaging: None

10-08-22: Plover requested additional units for a disturbance at Walmart. I assisted PPD Officer Noll who requested K9 Fala conduct a sniff of the vehicle he was out with after the disturbance. The female in the vehicle had a warrant and Officer Noll was waiting on confirmation as well as a responsible party to pick up the children from Walmart. While Fala was being walked up to the suspect car she had sniffed the driver's side of another parked vehicle as well as the front ends of two other vehicles in the lot and showed no COB. While moving towards the suspect vehicle Fala's whole body snapped to the vehicle, she sniffed the bottom of the front bumper and sat providing a positive indication. She was praised and returned to my squad car. The driver advised that the male she was with was an avid marijuana user. Officer Bahling told me when he turned the male over to Wood County they knew him to be an avid marijuana and heroin user.

Officer Noll said the located tin bindles on the male when he was arrested. A search of the vehicle resulted in an unknown white powder being located in the center console. It appeared the white powder had come out of a hand filled plastic pill capsule and spilled in the console. Officer Noll later advised that he tested the unknown powder for multiple drugs but all tests were negative.
10-09-22: Portage County Sheriff's Office was looking for this vehicle for a welfare check. I located the vehicle and contact the driver John Nelson and Passenger Stephanie Bennett. They had argued, but worked it out. I deployed K9 Barry and he came to a final response. In the vehicle, there were several, over a dozen uncapped used needles under the seat and between the seats. I also located several used cooker tins. Due to safety reasons, the search was stopped.
Drug Paraphernalia item: Paraphernalia, 1 Item
Concealed: Under seat
Packaging: None

10-09-22: I pulled over a vehicle for excessive tint. I made contact with the driver who was identified as Gregory Williams. Gregory had warrants for his arrest. While waiting for the warrants to be confirmed, I deployed K9 Barry. K9 Barry came to a final response on the rear driver side door. A large bag with individually wrapped crack rocks was located, along with a scale. In the bag of crack rocks, there was also a small bag of fentanyl.
Drugs item: Cocaine, 11 Grams
Concealed: Compartment on the dash between the driver's door and steering wheel.
Packaging: Plastic bag
Drugs item: Fentanyl, 0.27 Grams
Concealed: In compartment in the dash near the door and steering wheel.
Packaging: Plastic
Drug Paraphernalia item: Paraphernalia, 1 Items
Concealed: Scale in center console
Packaging: None
10-15-22: I assisted Det. Sgt. Lawrynk with a traffic stop. I deployed K9 Barry on the front of the vehicle. I observed a good behavioral change as K9 Barry rounded the front corner. Once K9 Barry got the driver's door, he came to a finial response and kept putting his nose on the driver door seam. K9 Barry was rewarded with a tennis ball and placed back into my patrol vehicle. A large bag of cocaine was located in the right pant leg of the driver and a scale with a lot of cocaine residue was located in the center console.
Drugs item: Cocaine, 11.64 Grams
Concealed: Pant Leg
Packaging: None
Firearms item: Hand Gun, 1 Items
Concealed: between driver seat and console
Packaging: None

Community Contacts:
Case: C22-11315
Requesting Agency: Self
Dog: Fala
Type: Patrol
Report Reviewed: Yes, by Jeremiah Ballew
Reason For Deployment: K9 demo for 45 Kindergarteners.

Case: C22-10962
Requesting Agency: Self
Dog: Fala
Type: Detection
Pacelli High School, 1301 Maria Drive, Stevens Point WI

Training:
-Fall In-Service DCI and La Crosse Chief, Officer Involved Death investigations, Officer Wellness with Wendy Mitch
-SWAT Fort Mc Coy 2 day
-Surveillance training for future Det. Lepinski
-Command College for Williams

Field Training (FTO):

- Officers Jason Dienger and Sam Hessel are progressing in the FTO training program. Both Officers have advanced to step #3.

Auxiliary Unit:

Meetings: Oct. 25, at 6pm in the SPPD Training Room
Oct. Meeting Topics, important location in city, house numbering, use of maps, Test use of Electronic sign-ups for events, Discussion of Holiday Parade

Auxiliary Hours for August = 6 hours with 1 events
- UWSP Hockey Game 10-29-22

School Resource Officers:

SPASH
90 calls for service including:

-4 drug related investigations
-3 10-50's
-8 truancy issues that resulted in citations
-4 theft reports
-4 welfare checks
-2 fights

Two of the more significant calls we had were the swatting incident (C22-11857), and a report of a student researching guns in class, which turned into a lengthy investigation and search of a student's room at his residence with assistance from Investigation Bureau (C22-12066).

PJ Jacobs

Calls for service - 91
School consequences for poor behaviors - 35
Arrests - 3 (one was for truancy)
YES center referrals - 2

I just got a referral today regarding a student who posted photos of a gun on SnapChat, along with threats to shoot up another student's house. This is currently under investigation, and not included in the above stats.

Lockdown drill this Wednesday Oct 26, 2022.

In addition, we have started a program in which a deserving needy student can get a bike from the police department to help in getting them to school. So far, one bike has been issued to a student. Our police union has donated bike locks for this program, and they also get a free bike

license. Our assistant principal Steve Strasman has offered his time and expertise in minor repairs of any bikes which need it before getting them to the students. He is currently fixing the one bike which was issued this month.

Portage County Crime Stoppers Quick $50 program. Tip this month which lead to the confiscation of a marijuana vape in school, and the subsequent arrest of the student who had it.

Ben Franklin
Total of 79 calls for service.
-6 citations written to students for excessive truancy.
-3 other citations written, two for disorderly conduct and one for theft of a bicycle
-3 reports of stolen property including 2 bicycles and a cell phone
-4 YES program (Youth Enrichment Services) referrals
-6 incidents involving physical altercations between students and one student who was found in possession of a utility tool containing a knife in school
-No reports of drugs or alcohol

A noticeable increase in students experiencing anxiety and other mental health issues was noted and handled by school counselors and other staff including the School Resource Officer. The first quarter Police Outreach Program wrapped up with a lesson on the physical and social consequences of drugs, as well as a presentation on drug identification to seventh graders.

Commissioner Moore moved, seconded by Commissioner Taylor to approve the Police Chief's report for October 2022.

Ayes, all; nays, none. Motion carried.

5. Discussion with possible action, Long Term Agreement with the Village of Park Ridge

Commissioner Taylor moved, seconded by Commissioner Kirschling to approve the draft as presented.

Ayes, all; nays, none. Motion carried.

6. Discussion, with possible action. To create a new position within the Bureau

The Chief is requesting to create a Deputy Fire Marshal position within the Department. As the city has grown, fire inspections and follow-ups are increasing. The Deputy Fire Marshal would report to the Division Chief.

Commissioner Kirschling moved, seconded by Commissioner Ostrowski to approve the creation of the Deputy Fire Marshal position.

Ayes, all; nays, none. Motion carried.

7. Discussion, with possible action, to hire or promote new Battalion Chiefs

Using the assessment process to fill the last open Battalion Chief position, the Chief is recommending the City of Stevens Point extend a conditional offer of employment to Jared Hopfensperger. Jared currently works at the Green Bay Airport and wishes to advance his career.

Commissioner Mrozek moved, seconded by Commissioner Kirschling to extend a conditional offer of employment to Jared Hopfensperger.

Ayes, all; nays, none. Motion carried.

8. Request to hire or promote Battalion Chiefs at Step 3 of the City of Stevens Point Pay Plan

If Jared Hopfensperger accepts the conditional offer of employment, the Chief is requesting he start at Step 3 of the city pay plan as allowed under city policy.

Commissioner Ostrowski moved, seconded by Commissioner Taylor to start Jared Hopfensperger at Step 3 of the City of Stevens Point Pay plan.

Ayes, all; nays, none. Motion carried.

9. Discussion, with possible action, acceptance of three new Tempus LS Monitors from an anonymous donor with approximately $25,000.00

The Chief is requesting approval to accept three Tempus LS Monitors (heart Monitors) from an anonymous donor. The monitors would be located in Engine 1, Tower 2 and Car 4. These monitors provide EKGs and electric therapy. The anonymous donor wished to recognize Lt. Shane Westphal, Alex Klonowski and John Klementz as the three members of the Fire Department who treated him.

Commissioner Kirschling moved, seconded by Commissioner Ostrowski to accept the anonymous donation of three Tempus LS Monitors.

Ayes, all; nays, none. Motion carried.

10. Hearing of grievance filed by Stevens Point Firefighters IAFF Local 484 in August 2022

Stevens Point Firefighters IAFF Local 484 filed a grievance in August 2022 regarding Policy #1049, Maximum Hours Worked, implemented on July 1, 2022. Local 484 filed Step 1 of the grievance procedure on July 11, 2022 with Assistant Chief Zvara. AC Zvara informed Local 484 on July 12, 2022 that the grievance was denied at Step 1. The step 2 meeting was held with Chief Moody on August 16, 2022. On August 22, 2022, Chief Moody informed Local 484 that the grievance was denied at step 2.

Attorney Lees, who represents Local 484, presented his arguments in support of the grievance while City Attorney Beveridge, representing the Stevens Point Fire Department, presented his arguments against the grievance.

The Police and Fire Commission will hold a special meeting in order to confer with their attorney before rendering a decision. November 15th will be the deadline for the commission to respond in writing to Local 484 of their decision.

11. Fire Chiefs Report/EMS Report

Chief Moody reported:

<u>Significant Events</u>

- ISO Department Review
- Fatality I-39 at Mile Marker 161
- Rescue duck hunters from the Wisconsin River
- Chief Assessment Center for Battalion Chief

Metro Fire Response: (3) YTD (28)

- 3050 Lindbergh Avenue
- 1020 Centerpoint Drive
- 1226 North Point Drive

- **Fires**
  - Structure Fires-0 YTD (25)
  - Vehicle Fires-1 YTD (8)
  - Brush, Grass, Wildland Fires-0 YTD (3)
  - Trash/Dumpster Related fires-0 YTD (2)
  - Cooking Incidents-2 YTD (34)
  - Chimney Fire -0 YTD (2)
  - Excessive Heat, Scorch, No Fire-2 YTD (6)
  - Electrical Issues-2 YTD (12)
- **EMS/Rescue**
  - EMS Assist Calls-40 YTD (459)
  - Assist Invalid-0 YTD (4)
  - Vehicle Accidents-0 YTD (17)
  - EMS Standby-0 YTD (3)
  - Assist Other Government Agency-0 YTD (3)
  - EMS calls, other-1 YTD (3)
- **Hazardous Materials**
  - Carbon Monoxide Detected-0 YTD (8)
  - Natural Gas Detected-1 YTD (16)
  - Gasoline and Flammable Leak/Spill-0 YTD (2)
  - Hazardous Investigation nothing found-0 YTD (15)
  - Oil/Combustible Spill included Vehicle Accidents-1 YTD (8)
  - Chemical Spills-0 YTD (7)
- **Alarms**
  - False Alarms Responses-9 YTD (108)
- **Hazardous Materials**
  - Carbon Monoxide detected-2 YTD (8)
  - Natural Gas detected-3 YTD (15)
  - Gasoline and flammable leak/spill-1 YTD (2)
  - Hazardous investigation nothing found-2 YTD (15)
  - Oil/Combustible Spill included vehicle accidents-1 YTD (6)
  - Chemical spills-1 YTD (7)
- **Other Incidents**
  - Animal Rescue-0 YTD (9)
  - Burning Regulation Issues-7 YTD (29)
  - Citizen Complaints-0 YTD (8)
  - Water/Steam Leak-0 YTD (2)
  - Smoke Scare, Odor of Smoke, Steam Mistaken for smoke-4 YTD (13)
  - Dispatched and Cancelled Enroute-4 YTD (37)
  - Nothing Found on Arrival-1 YTD (5)
  - General Service Call-0 YTD (1)

- Bomb scare-0 YTD (1)

- **Technical Rescue**
  - Water/Ice Incidents-1 YTD (3)
  - Extrication of Victim from Elevator-2 YTD (6)
  - Extrication of Victim from a Vehicle-2 YTD (4)
  - Extrication of Victim from Building-0 YTD (3)

Monthly Total (80) **Year to Date Total (867)**

Total Fire Losses-$800 YTD: $288,200
Total Property Saved-$1,207,750 YTD: $26,034,050

- Training:
  - Search and Rescue Scenarios
  - Rapid intervention drills
  - Marshfield Hospital MRI Fire Training
  - New construction walk-through Division Street Apartments
  - Air bags and strut training

- Public Activities:
  - St. Paul 4K Friendly Firefighter
  - Citizen Academy Vehicle Extrication
  - Washington School Kindergarten
  - Festival Food Safety Event
  - McKinley School First grade Friendly Firefighter
  - University Early Child Care Friendly Firefighter
  - UWSP Career and internship fair
  - St. Stephen's Kindergarten Friendly Firefighter
  - Pacelli Career Fair
  - Bannach School Kindergarten Friendly Firefighter
  - Community Child Care Friendly Firefighter
  - Citizen Academy EMS
  - Trunk or Treat Halloween Event
  - Escort State SPASH Cross Country Team

Job Fair:
- Firefighter/Paramedic Chris Wronski represented SPFD at the Chippewa Valley Technical College Job Fair.
- Administrative Assistant Amanda Simons participated in UW-Stevens Point All-Major Career and Internship Fair to promote SPFD.

Emergency Services Citizens Academy:
- "C" crew hosted vehicle extrication at the training site on 10/06/22
- "A" crew hosted EMS night at station 1 on 10/27/22

Hope Kits Distribution:
- Stevens Point Fire Department, Portage County EMS and Portage County Department of Health teamed up to distribute "Hope Kits for Halloween" to the public.
- Over the holiday weekend, Stevens Point Fire Department was a public pick-up

location for Hope Kits if needed. Other locations: Amherst Fire, Plover Fire

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

Ayes, all; nays, none. Motion carried.

12. Adjournment

The meeting adjourned at 3:20 p.m.

REGULAR MEETING MINUTES
Board of Park Commissioners
November 2, 2022 - 6:30 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 862 0612 2650 | Passcode: 141519
By Computer: Join
By Phone: +1-312-626-6799 (US Chicago)

I. 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, Carie Winn, Alder Mykeerah Zarazua

Also Present: Director Kremer, Todd Ernster, Steve McKay, Steve Menzel, Tori Jennings, Arua de Castro

2. Approval of October 5, 2022 meeting minutes

Motion by Glodosky to approve the meeting minutes, second by Hall; motion passed 11-0.

3. Presentation by Forestry Department intern, **Aruã de Castro, on his internship project for the department**

4. Dedicating parcel #020780801 (2.65 acres) to a City Park.

Motion by Okonek to accept this parcel as a City Park, second by Glodosky; motion passed 11-0.

5. Naming of parcel #020780801 (2.65 acres) in honor of the Peters Family and their substantial Plover River Crossing Project donation in accordance with the City's Naming Rights Policy Item 6(C)(1).

Motion by Alder Keymer to approve the naming of the Peters Family parcel as written, second by Winn; motion passed 11-0.

6. Naming of the future boardwalk in honor of Sentry Insurance for their major donation for the Plover River Crossing Project consistent with the City's Naming Rights Policy Item 6(C)(1).

Motion by Okonek to approve the naming of the future boardwalk as written, second by Shorr; motion passed 11-0.

7. Naming of the future bridge spanning the Plover River "Hennegan Bridge" in honor of the Hennegan Family for their major donation for the Plover River Crossing Project consistent with the City's Naming Rights Policy Item 6(C)(1).

Motion by Hall to approve the naming of the future bridge as written, second by Glodosky; motion

passed 11-0.

8. Director's Report

1. 2023 Capital budget update
2. 2023 Operational budget update
3. Forest Cemetery building project update
4. Goerke Park and Community Stadium project update
5. Emerson Park project update
6. 2023 Riverfront Rendezvous update

9. Adjournment.

Motion to adjourn by Okonek, second by Hall; motion passed 11-0. The meeting adjourned at 7:12 pm.

REPORT OF CITY PLAN COMMISSION

November 7, 2022 – 6:00 PM
In-Person & Zoom Conference Call Meeting

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

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn, Planner Klesmith, Technician Mohr, Alderperson Christianson, Alderperson Keymer, Alderperson Zarazua, Alderperson Johnson, Alderperson Shuda, Dave Wilz, Kurt Groholski, Rose Brilowski, Mary Ann Laszewski, Troy Hojnacki, Keith Biesack, Gene Schulfer, Dianne Somers, Nick Somers, Clare Cullen, Barb Deweerd, Jim Deweerd, Alex Gerke, Mason Walton, Alex Muhl, Eric Drazkowski, Carlo Morarle, Brody Rice, Jackson Case, Mary Case, Karen Ghinazszi, Kathy Johnson, Gary Johnson, Jeanna Trzebiatowski, Wayne Bushman, Talin Senner, Tobin Bushman, Brian Nusz, Shawn Stanchik, Trevor Roark, Cindy Nebel, Jim Zwicker, Cory Presnick, Steve Decker, and unidentified audience members via Virtual Zoom Meeting.

INDEX:

Opening Section:

1. Roll call.

Discussion and possible action on the following:

2. Report of the October 3, 2022 meeting of the City Plan Commission.
3. Public Hearing and action on a request from Jim Anderson, representing Anderson Development Company LLC, for a final subdivision plat review of a proposed 39-lot subdivision on the property located at 5498 Golla Road (Parcel ID 020240826-13.05), and unaddressed parcel bounded by Golla Road and Regent Stret (Parcel ID 020240826-14.03) and the property located at 324 Brilowski Road (Parcel ID 020240826-13.02).
4. Public Hearing and action on a request from Wayne Bushman, representing Sunrise Pointe Ventures LLC, for a conditional use permit to construct multiple business incubator structures on the property located at 5001 Joerns Drive (Parcel ID 281230802200042), consistent with Ch. 23.01(13)(f).
5. Public Hearing and action on a request from the City of Stevens Point pertaining to the creation of a Downtown Business Improvement District and the 2023 Operating and Implementation Plan.
6. A request from Cory Presnick, representing CORTA Stevens Point, LLC, for a Site Plan Review to construct a building addition on the property located at 5601 U.S. Highway 10 East (Parcel ID 281240836230013), consistent with Ch. 23.02(2)(e)(5).
7. A request from the City of Stevens Point for the acceptance of dedicated land for right-of-way purposes - extension of Elizabeth Avenue approximately 237 feet to the south.
8. A request from Jackson and Mary Case to annex the property located at 3028 Stanley Street (Parcel ID 020240828-14.02) from the Town of Hull to the City of Stevens Point.
9. A request from the City of Stevens Point to annex the property located at 5950 U.S. Highway 10 East (Parcel ID 020240836-01.02), an unaddressed parcel bounded by U.S. Highway 10 East and Badger Avenue (Parcel ID 020240836-02.06), an unaddressed parcel off of Badger Avenue (Parcel ID 020240836-02.07) and two landlocked parcels directly north of the property located at 5950 U.S. Highway 10 East (Parcel ID 020240825-16.02 & 020240825-16.03), consistent with Wisconsin Statute 66.0223.
10. Discussion and possible action on the acquisition of property located at 5595 Regent Street (Parcel ID 020320111).

11. Discussion and possible action on the acquisition of a portion of the property located at 324 Brilowski Road (Parcel ID 020240826-13.02).
12. Discussion on the Comprehensive Plan update.
13. Director's Report. *A verbal report will be provided during the meeting.*

Closing Section:

14. Adjourn.

Opening Section:

1. Roll call.

   Present: Wiza, Kneebone, Arntsen, Ilten, Rice, Schuler
   Excused: Cooper

Discussion and possible action on the following:

2. Report of the October 3, 2022 meeting of the City Plan Commission.

   Motion by Alderperson Kneebeone to approve the report of the October 3, 2022 Plan Commission meeting; seconded by Commissioner Ilten.

   Motion carried 6-0.

3. Public Hearing and action on a request from Jim Anderson, representing Anderson Development Company LLC, for a final subdivision plat review of a proposed 39-lot subdivision on the property located at 5498 Golla Road (Parcel ID 020240826-13.05), and unaddressed parcel bounded by Golla Road and Regent Stret (Parcel ID 020240826-14.03) and the property located at 324 Brilowski Road (Parcel ID 020240826-13.02).

   Director Kernosky summarized the request for a final subdivision plat which would create 39 lots off an area 27.8 acres in size. He provided the history of previous feedback received during the March 1st and April 5th 2022 Plan Commission meetings, specifically the suggestion to further increase density. After review, staff held no further concerns and recommended approval with conditions outlined in the staff report.

   Mayor Wiza declared the public hearing open.

   Dave Wilz (1909 Mary's Dr), Town of Hull resident and Chairperson, read prepared testimony that outlined concerns for the verbiage within the drainage easement, as well as highlighted a preference by the drainage district for an outlot concept to be considered.

   Jim Deweerd (5364 Duncan Dr), long time Hull resident, provided testimony in opposition of the request, citing concerns for changing the rural characteristic of the neighborhood with the proposed increased density and traffic, as well as potential water quality control issues for the new homes.

   Nick Somers (292 Maple Bluff Rd), farmer and Hull resident, provided testimony in opposition of the request, citing concerns for the proper maintenance of the drainage easement and ditch.

   Diane Somers (292 Maple Bluff Rd), Hull resident, reiterated concerns for the increased density which would disrupt the existing neighborhood, and could pose dangers to children due to the increased traffic. She agreed with the outlot concept presented by Mr. Dave Wilz, and noted concerns for the needed ongoing maintenance of the drainage ditch.

   Karen Ghinazszi (110 Maple Bluff Rd), Hull resident living next to the drainage ditch, noted concerns for the environmental impact to the existing wildlife with the proposed development and explained that the ditch drained into the local reserve.

Trevor Roark (601 Washington Ave) stated opposition to the request, noting that the development would further exacerbate climate issues.

Cindy Nebel (1100 Phillips St) stated opposition to the request, noting that the development went against the City's efforts for density, noting that the lots were still too large and the proposed not dense enough.

Mayor Wiza declared the public hearing closed.

Mayor Wiza asked that Director Kernosky speak further on the drainage easement.

Director Kernosky noted the City's awareness of the drainage ditch existing, adding that it had only been utilized twice over the 80 years it had existed. The City had also provided flexibility to the subdivision's attorney and the drainage district's attorney to work out additional concerns amongst themselves. As an example, there was an existing drainage district abutting a similar sized development east of Brilowski Road, therefore staff did not see the need in requiring an outlot as one existed already. He further reiterated that the easement remained valid and would not be affected. There would also be no additional wells put in, and all homes would be serviced by City sewer and water utilities.

Mayor Wiza, in response to concerns for the request still lacking dense development, stated that the City's effort was to increase all types of housing, not just dense housing.

Commissioners made the following comments:

- Was familiar with the area, noted it was good for development. Reiterated the City's housing needs.
- Did not see the area as rural considering one of the busiest roads in the city was not even a half mile away. The City had been wanting a large scale development for a long time, and the proposed area provided that in the form of single family development.
- While the development appeared inevitable, they also needed to be sensitive to the drainage district concerns
- Noted a need to make potential owners more aware of the easement and any potential restrictions.
- Previous doubts had been satisfied for the development.

Motion by Alderperson Kneebone to approve the request from Jim Anderson, representing Anderson Development Company LLC, for a final subdivision plat review of a proposed 39-lot subdivision on the property located at 5498 Golla Road (Parcel ID 020240826-13.05), and unaddressed parcel bounded by Golla Road and Regent Stret (Parcel ID 020240826-14.03) and the property located at 324 Brilowski Road (Parcel ID 020240826-13.02) with the following:

1. **The creation of additional outlots and/or easements that do not result in increased density of the subdivision plat may be reviewed by City Staff.**

seconded by Commissioner Rice.

Motion carried 6-0.

4. Public Hearing and action on a request from Wayne Bushman, representing Sunrise Pointe Ventures LLC, for a conditional use permit to construct multiple business incubator structures on the property located at 5001 Joerns Drive (Parcel ID 281230802200042), consistent with Ch. 23.01(13)(f).

   Associate Planner/Zoning Administrator Kuhn summarized the request to construct ten buildings, approximately 2,376 sq.ft. each in size, for the purpose of providing businesses incubator spaces at the southeast corner of 5001 Joerns Drive. After review, staff held no concerns and recommended approval with conditions outlined in the staff report.

   Mayor Wiza declared the public hearing open.

Trevor Roark (601 Washington Ave) stated his support for the project and recommended adding sidewalks or walking paths between the businesses.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

- The area was a great fit for the type of development.
- Suggestion on adding bike parking.

Motion by Commissioner Ilten to approve the request from Wayne Bushman, representing Sunrise Pointe Ventures LLC, for a conditional use permit to construct multiple business incubator structures on the property located at 5001 Joerns Drive (Parcel ID 281230802200042), consistent with Ch. 23.01(13)(f) with the following:

1. **The driveway connecting the ten structures with Coye Drive shall be surfaced with a hard surfacing material meeting applicable Zoning Code requirements, subject to the review and approval of the Zoning Administrator.**
2. **A parking plan shall be submitted that shows the location of proposed parking areas, subject to the review and approval of the Zoning Administrator meeting applicable Zoning Code requirements.**
3. **The planned swale shall be designed meeting applicable stormwater control best practices, subject to the review and approval of Utilities Department staff.**
4. **A building permit shall be obtained prior to the start of construction.**
5. **Staff shall have the ability to approve minor amendments to the site plan**

seconded by Commissioner Arntsen.

Motion carried 6-0.

5. Public Hearing and action on a request from the City of Stevens Point pertaining to the creation of a Downtown Business Improvement District and the 2023 Operating and Implementation Plan.

   Planner Klesmith reviewed a presentation on the Downtown Business Improvement District. It covered the following (*presentation attached to the end minutes*):

   - Overview (History, Planning Efforts, Financing Strategies)
   - Purpose and Goal of the BID
   - BID Boundaries
   - Proposed Levy & Finances, as well as Specific Downtown Funding Sources
   - Board Representation
   - Next steps

   Mayor Wiza declared the public hearing open.

   Keith Biesack (301 Fifth Ave), downtown business owner, stated their excitement for the BID, and highlighted the need to have more diverse board representation which would aid in developing diverse ideas and in creating a Downtown identity. While the Stevens Point Alliance existed, some businesses did not want to be a part of it.

   Kathy Johnson (6022 Highway 66), downtown business owner, noted that the Stevens Point Alliance was the group that first approached the City about existing concerns and in marketing downtown. They reiterated the need to diversify downtown and create an identity.

   Alderperson Christianson (District One) stated that the BID was an opportunity for the Downtown to excel even further and commended the efforts of all those involved over the years to bring the BID to fruition.

   Jeanna Trzebiatowski (1124 Main St), representative for 1124 and 1136 Main St, noted excitement and welcomed the BID to complement and supplement the Stevens Point Alliance, which had already put out

some great things for the downtown. They noted the importance of making a final draft available publicly before adoption.

Steve Decker (929 Main St), downtown business owner, noted concerns with the potential of the Stevens Point Alliance controlling the finance arm for the BID, or having overlapping control and representation.

Trevor Roark (601 Washington Ave) stated his support of the BID and recommended that they consider additional goals in the forms of cleaner streetscapes and clearing snow more proactively.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

- Hoped that the BID would be used to facilitate both the mechanical and cultural needs for the downtown.
- Glad that the Comprehensive Plan was actively being utilized in conjunction with the BID.

Director Kernosky clarified next steps and BID State Statues, noting the Common Council would review the final document in December barring any objections. Planner Klesmith reviewed the changes made as result of BID meetings involving stakeholders.

Motion by Commissioner Rice to approve request from the City of Stevens Point pertaining to the creation of a Downtown Business Improvement District and the 2023 Operating and Implementation Plan; seconded by Commissioner Cooper.

Motion carried 6-0.

6. A request from Cory Presnick, representing CORTA Stevens Point, LLC, for a Site Plan Review to construct a building addition on the property located at 5601 U.S. Highway 10 East (Parcel ID 281240836230013), consistent with Ch. 23.02(2)(e)(5).

   Associate Planner/Zoning Administrator Kuhn summarized the request for a Site Plan Review to construct a western 9,629 sq.ft. building addition on the stated proper. The proposed would create three separate tenant spaces in addition to the existing Dunham's. After review, staff held no concerns and recommended approval with conditions outlined in the staff report.

   Commissioners made the following comments:

   - Additional landscaping would be preferred.
   - Requested confirmation that there was interest in outside parties for the tenant spaces.
   - Inquired on whether there were any ideas on addressing additional traffic concerns.
   - Inquiry on whether there could be additional landscaping requirements without a full reconstruction as that was not intended at the time.

   Cory Presnick, applicant, confirmed that they had quite a bid of demand from a retail perspective for the proposed tenant spaces, and expected to be a fully leased and a committed project before beginning work. There were additional plans to submit for the former Copps space in the coming weeks as well.

   Mayor Wiza declared the public hearing open.

   Trevor Roark (601 Washington Ave) agreed that additional greenery in the area would be beneficial.

   Mayor Wiza declared the public hearing closed.

   Director Kernosky noted that the existing facilities could support the proposed traffic patterns. In relation to the landscaping concerns, there were current code requirements that would trigger additional landscaping requirements for parking lot reconstructions.

Cory Presnick, applicant, noted hearing concerns on the landscaping. While there were no intentions now during the first phase, there would be a focus on landscaping in the future when the full reconstruction did occur. The intent was to get the project momentum going first.

Motion by Alderperson Kneebone to approve the request from Cory Presnick, representing CORTA Stevens Point, LLC, for a Site Plan Review to construct a building addition on the property located at 5601 U.S. Highway 10 East (Parcel ID 281240836230013), consistent with Ch. 23.02(2)(e)(5) with the following:

1. **A certified survey map showing the proposed lot split shall be submitted to Community Development staff for review and approval.**
2. **At the time of recording of the certified survey map, lots two and three shall enter into a shared parking agreement. Such agreement shall be in accordance with Chapter 23.01(16)(h)(3)(e) of the City's Zoning Code and recorded with the Portage County Register of Deeds Office.**
3. **A shared access agreement shall be recorded between the created parcels to provide means of access to lots one and two.**
4. **A building sprinkler plan shall be submitted to the Fire Department for review and approval.**
5. **Proposed bicycle parking shall meet design standards as outlined in Chapter 23.01(16)(f) of the City's Zoning Code.**
6. **A building permit shall be obtained prior to the start of construction.**
7. **Staff shall have the ability to approve minor amendments to the approved plan.**

seconded by Commissioner Ilten.

Motion carried 6-0.

7. A request from the City of Stevens Point for the acceptance of dedicated land for right-of-way purposes - extension of Elizabeth Avenue approximately 237 feet to the south.

   Director Kernosky summarized the request for the acceptance of dedicated land for right-of-way purposes, specifically the long-term plans of extending Elizabeth Avenue and Jefferson Street. It would be a critical component for the future growth of the City, noting roughly 500 acres available for redevelopment south of Jefferson Street. After review, staff held no concerns and recommended approval with conditions outlined in the staff report.

   Commissioners made the following comments:

   - Inquiry on whether there would be property acquisition, to which staff confirmed that there would not be as it related to the request.

   Mayor Wiza declared the public hearing open.

   Trevor Roark (601 Washington Ave) inquired on whether the sidewalk would be extended, to which Mayor Wiza noted that the request was just for a dedication for future use, no construction would occur.

   Mayor Wiza declared the public hearing closed.

   Motion by Alderperson Kneebone to approve the request from the City of Stevens Point for the acceptance of dedicated land for right-of-way purposes - extension of Elizabeth Avenue approximately 237 feet to the south; seconded by Commissioner Schuler.

   Motion carried 6-0.

8. A request from Jackson and Mary Case to annex the property located at 3028 Stanley Street (Parcel ID 020240828-14.02) from the Town of Hull to the City of Stevens Point.

Associate Planner/Zoning Administrator Kuhn summarized the request from Jackson and Mary Case to annex the property located at 3028 Stanley Street through Unanimous Approval, primarily for the purpose of connecting to City water. After review, staff held no concerns and recommended approval as presented.

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

Motion by Commissioner Ilten to approve the request from Jackson and Mary Case to annex the property located at 3028 Stanley Street (Parcel ID 020240828-14.02) from the Town of Hull to the City of Stevens Point; seconded by Commissioner Arntsen.

Motion carried 6-0.

9. A request from the City of Stevens Point to annex the property located at 5950 U.S. Highway 10 East (Parcel ID 020240836-01.02), an unaddressed parcel bounded by U.S. Highway 10 East and Badger Avenue (Parcel ID 020240836-02.06), an unaddressed parcel off of Badger Avenue (Parcel ID 020240836-02.07) and two landlocked parcels directly north of the property located at 5950 U.S. Highway 10 East (Parcel ID 020240825-16.02 & 020240825-16.03), consistent with Wisconsin Statute 66.0223.

   Associate Planner/Zoning Administrator Kuhn summarized the request from the City of Stevens Point to annex the stated properties under the Annexation of Territory Owned by a City of Village. There were no planned developments for the stated properties, noting that a good portion of it included wetland and it was originally purchased for the sole purpose of ensuring eastward expansion. After review, staff held no concerns and recommended approval as presented.

   There was brief clarification on the current boundary of Parkdale Park, and whether there were immediate plans for the parcels, to which staff confirmed that the proposed area was not currently within the municipality, and there were no immediate plans to redevelop, noting the wetlands in the area would make it challenging.

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

   Motion by Alderperson Kneebone to approve the request from the City of Stevens Point to annex the property located at 5950 U.S. Highway 10 East (Parcel ID 020240836-01.02), an unaddressed parcel bounded by U.S. Highway 10 East and Badger Avenue (Parcel ID 020240836-02.06), an unaddressed parcel off of Badger Avenue (Parcel ID 020240836-02.07) and two landlocked parcels directly north of the property located at 5950 U.S. Highway 10 East (Parcel ID 020240825-16.02 & 020240825-16.03), consistent with Wisconsin Statute 66.0223; seconded by Commissioner Arntsen.

   Motion carried 6-0.

10. Discussion and possible action on the acquisition of property located at 5595 Regent Street (Parcel ID 020320111).

    Director Kernosky explained that the current item related to the Anderson Subdivision. He explained that City staff had been working with several parties over the last year to expand the municipal boundary to allow the residential development along Brilowski Road. When the Anderson Subdivision first came forward for annexation the previous year, it was quickly objected to by the Town of Hull due to the 'continuity rule', at which time the annexation request was paused. Since then, a purchase price for the parcel owned by the Bartkowiak family directly south of the Anderson parcel had been negotiated, therefore removing the continuity issue, and clearing the way for annexation. The Bartkowiak parcel would also be developed by the City, similar to the Whitetail Subdivision. After review, staff held no concerns and recommended approval as presented.

    Commissioners made the following comments:

    - Reiterated the importance of the City continuing amicable discussions and efforts with the Town of Hull over the municipal boundaries, to which staff assured the commission of their continued efforts.

- Inquiry on whether the Town of Stockton boundary was of any significance, to which staff confirmed it was not at the moment and referred to City staff for discussion outside of the meeting.
- Commended staff on the continued efforts in relation to the City's boundary.

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

Motion by Commissioner Ilten to approve the acquisition of property located at 5595 Regent Street (Parcel ID 020320111); seconded by Commissioner Rice.

Motion carried 6-0.

11. Discussion and possible action on the acquisition of a portion of the property located at 324 Brilowski Road (Parcel ID 020240826-13.02).

    Mayor Wiza explained that the Director's summary under Agenda Item 10 and ensuing discussion was also related to Agenda Item 11, only it pertained to the acquisition of the stated parcel, which was just north of 5595 Regent Street.

    Motion by Commissioner Ilten to approve the acquisition of a portion of the property located at 324 Brilowski Road (Parcel ID 020240826-13.02); seconded by Commissioner Arntsen.

    Motion carried 6-0.

12. Discussion on the Comprehensive Plan update.

    Planner Klesmith provided a verbal update regarding the Comprehensive Plan, highlighting that staff had finished wrapping up the information gathering stage for Georke/Washington neighborhood, and it was now moving onto the draft stage.

    Staff had also concluded the public survey for the City which garnered 859 responses within a short survey window. Relevant information would continue to be summarized for each neighborhood as they moved onto the Block Party phase. Also, a related PowerPoint presentation with additional detailed information on the Comprehensive Plan update would be sent out to the commission for their information.

    There was a back-and-forth discussion on how the neighborhood events and block parties were received, to which it was explained that the more relaxed, non-traditional information gathering format made it more approachable to residents.

    No action was taken.

13. Director's Report. *A verbal report will be provided during the meeting.*

    Mayor Wiza noted that a timelapse video of Edgewater Manor being razed would be made available.

    Director Kernosky provided brief verbal updates on:

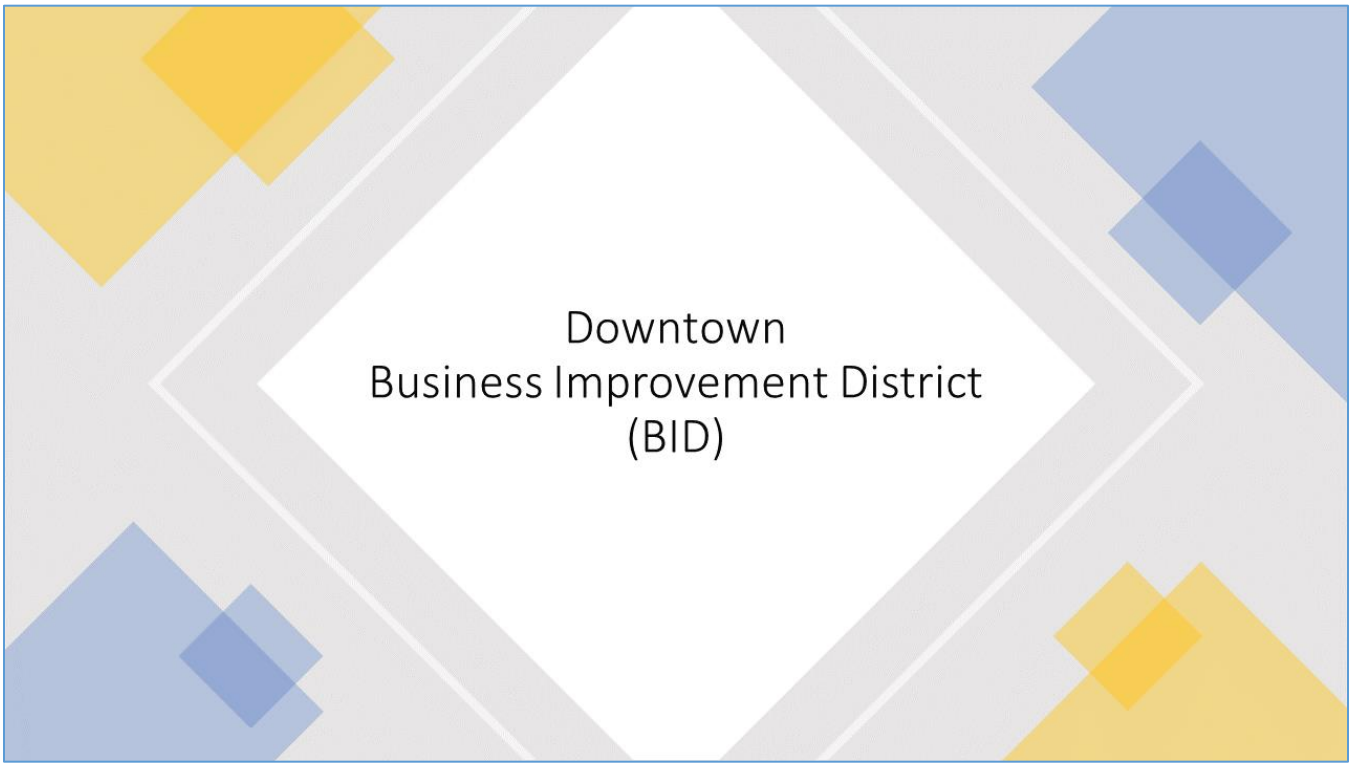
    a. Developmental Updates
    b. Special Project Updates
    c. Public Policy Updates
    d. Economic Development Updates

Closing Section:

14. Adjourn.

Meeting adjourned at 8:00 PM.

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



Overview

- The City was petitioned by Troy Hojnacki, President of the Stevens Point Alliance, to establish the BID
- Planning began in 2020, and concluded in October 2022
- Initial operating finances was strategically selected to qualify for state resources

Purpose of the BID

- To support the resiliency and vitality of our historic city core
- As voiced by downtown business and property owners, to "improve the aesthetics of Downtown Stevens Point, generate additional revenues for property maintenance and improvements, and advocate for policy and ordinance amendments that resolve issues identified by property and business owners."

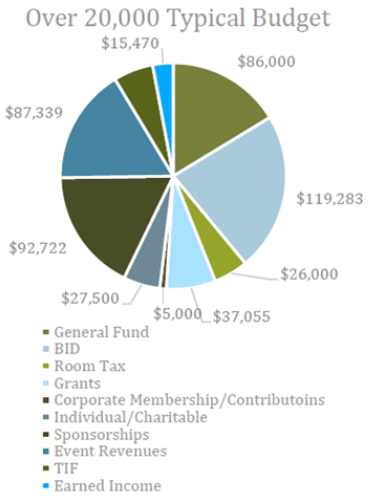
The goal of the BID will be to complement, not replace, services to Downtown.

BID Boundaries

Proposed Levy & Finances

- For 5 years, the commercial properties within the BID would contribute $0.60/$1,000 assessed value
- Year 1: City would contribute $77,000
- Year 2-5: City would contribute a minimum of $35,000
- Recommended that the BID Board hire and train staff to perform work that meets initial goals and grows revenue streams to expand work in the district

Downtown Funding Sources



Top 3 funding sources in WI:

- BID ($27,000-$200,000 annually)
- Events & Sponsorships ($20,000-$600,000)
- General Fund ($3,000-$50,000)
  - Additional funds available through specific programs

Board Representation

- Two (2) real property owners within the District that do not own or operate a business within the District.
- Two (2) real property owners within the District that also operate a business within the District.
- Two (2) business owners within the District that do not own any real property within the District
- One (1) Alderperson representing the 1st Aldermanic District
- The Director of Community Development or their designee shall serve as an ex-officio non-voting member of the Board.

If Adopted Tonight:

- BID Implementation & Operational Plan to December Common Council
- If adopted by Common Council, BID formed and application and appointment process begins, to be completed in January 2023
- City provides financing through TIF X for 2023
- Board member orientation end of January 2023
- Board begins strategizing and executing February 2023

Questions?

JOINT MUNICIPAL COURT OVERSIGHT COMMITTEE MEETING
November 10, 2022 – 11:00 A.M.

PRESENT: Mayor Mike Wiza, Plover Village President Tom Davies, Village Administrator Daniel Ault, Judge Erik McFarland, Attorney Andrew Beveridge

ABSENT: Alderperson Shaun Morrow, Trustee Adam Raab

1. Roll Call

Quorum present.

2. Discussion and action on recommendation for the 2023 budget.

Tom Davies made a motion to accept the budget as recommended, seconded by Dan Ault.

Ayes all. Nays none. Motion carried.

3. Discussion and action on Judge McFarland's November 9, 2022 Joint Municipal Court Report

4. Adjournment

The meeting adjourned at 11:09 a.m.

City of Stevens Point
Board of Water and Sewerage Commissioners
November 14, 2022 - 12:00 PM

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

OR

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

MINUTES

Discussion and Possible Action on:

1. Roll Call.

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

EXCUSED ABSENCE: Anna Haines

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

2. Approval of Minutes

Motion made by Mae Nachman, seconded by Carl Rasmussen to approve the October 10, 2022 meeting minutes of the Board of Water & Sewerage Commisison.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Carl Rasmussen, seconded by Ray Schmidt to approve the department claims for the month of October 2022 as audited and read.

Ayes all. Nays none. Motion carried.

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

Pumpage was up again last month compared to the previous year.

5. Sewage Treatment Operations Report - *Chris Lefebvre*

Chris stated the WWTP met all permit requirements for the month of October. The Water Lab Audit was completed a couple of days ago. He has not received the report on that yet but will include it in next months packet.

6. Construction and Maintenance Report - *Craig Czaikowski*

Craig stated they are working on pumping out hydrants that don't drain and getting the snow equipment ready for the winter months. He is making sure the asphalt patches are completed.

7. Community Area Network Report - *Joel Lemke*

Joel stated they are partnering with organizations to share the costs involved with

installing infrastructure to get to a second WISNet service. We are relocating the fiber by the Parks Department. They are also working on getting fiber to the Plover Water Facility.

8. Notice of employee seeking elected office - *Joel Lemke*

No action was needed. This is just indicating she will be running for the Clerk Treasurer position. There has been no conflict with this in the past.

9. Directors Report - *Joel Lemke*

Joel informed the Commission that Chris Lefebvre was the recipient of the WWOA Operator of the Year Award for 2022. Joel also stated Chris was on a team that participated in the Operations Challenge through WEF, one of the national associations we belong to, and placed 4th at the national level.

We received the proceeds from the borrowing that was discussed and approved in previous meetings.

All four construction related referendums passed.

10. Adjournment.

Motion made by Mae Nachman to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:14PM

City of Stevens Point
Airport Commission
November 14, 2022 - 12:30 PM

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

OR

Zoom Teleconferencing

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

MINUTES

Discussion and Possible Action on:

1. Roll Call.

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

EXCUSED ABSENCE: Anna Haines

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

2. Approval of Minutes

Motion made by Carl Rasmussen, seconded by Ray Schmidt to approve the October 10, 2022 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

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

Ayes all. Nays none. Motion carried.

4. Written/Verbal Report - *Jason Draheim*

Reports were reviewed. No discussion was held.

5. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:17PM

Our intention is to have in-person meetings going forward. For the time being, we will hold the Transportation commission meetings at Central Transportation. 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
Transportation Commission Meeting
November 14, 2022 - 4:45 PM

Minutes

I. **Discussion and Possible Action on:**

1. **Roll Call.**
   Present: Karalyn Peterson, Greg Koepel
   Present via Zoom: Tom Bertram, Ald. Mary Kneebone, Ald. Marc Christianson
   Not Present: Nichole Lysne, Jessa Michie
   Other Present: Talin Scheuermann, Tom Carroll, Joel Lemke

2. **Approval of October 10, 2022 minutes.**
   Ald. Mary Kneebone moved to approve the October 10, 2022 minutes. Karalyn Peterson Seconded. Ayes all; Nays none; Motion carried.

3. **Approval of the October, 2022 Financial/Claims report.**
   Ald. Marc Christianson moved to approve the October 2022 financial / claims report. Ald. Mary Kneebone. Ayes all; Nays none; Motion carried.

4. **Approval to apply for 2023 5311/85.20 Operational Grant.**
   Tom Bertram made a motion to approve applying for the 2023 5311/85.20 Operational Grant. Karalyn Peterson Seconded. Ayes all; Nays none; Motion carried.

5. **Approval to apply for 2023 85.21 Grant.**
   Ald. Mary Kneebone made a motion to approve applying for the 2023 85.21 Grant. Tom Bertram Seconded. Ayes all; Nays none; Motion carried.

6. **Approval to waive fixed route bus fares from June 26 to July 2, 2023.**
   Ald. Marc Christianson made a motion to approve waiving fixed route bus fares from June 26 to July 2, 2023. Karalyn Peterson Seconded. Ayes all; Nays none; Motion carried.

7. **Approval to run event routes during the 2023 U.S. Senior Open Championship.**
   Ald. Mary Kneebone made a motion to approve running event routes during the 2023 U.S. Senior Open Championship. Ald. Marc Christianson Seconded. Ayes all; Nays none; Motion carried.

8. **Plan for December Meeting as an in-person meeting at Central Transportation.**
   Greg Koepel discussed getting together in person a few times a year for the transportation commission meetings.

9. **Next Meeting Date:** December 12, 3:30pm

10. **Adjournment.**
    Meeting Adjourned at 5:07pm

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

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING
November 14, 2022 - 7:31 PM
Community Room
933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT Chairperson Mayor Mike Wiza, Ald. Mary Kneebone, Ald. David Plaisance, Ald. Shaun Morrow, Ald. Ginger Keymer and Ald. Dean Shuda

EXCUSED Fred Hopfensperger

OTHERS PRESENT **Directors:** Scott Beduhn, Joel Lemke and Ryan Kernosky.
Alderpersons: Keely Fishler, David Shorr, Marc Christianson, Polly Dalton and Mykeerah Zarazua.
City Staff: Deputy C/T and Finance Office Manager Carrie Freeberg, City Clerk Kari Yenter, Assistant Police Chief Dana Williams and Fire Chief Jb Moody.
Others Present: Andrea Olson - 410 Franklin Street.

Informational

1. Director's Report

No action was needed.

2. Alternative funding presentation - Transportation Utility.

No action was needed.

Discussion and Possible Action

3. To approve the Ordinance Amendment in Chapter 9.05 as it relates to parking.

Ald. Keymer **moved**, Ald. Morrow seconded, to approve the Ordinance Amendments in Chapter 9.05 as it relates to parking.

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

4. Occupancy License for 1101 First Street regarding an existing encroachment into the First Street right-of-way.

Ald. Morrow **moved**, Ald. Kneebone **seconded**, to approve the Occupancy License for 1101 First Street regarding an existing encroachment into the First Street Right-of-Way.

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

Adjourn

Adjourned at 7:52 p.m.

CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
November 14, 2022 - 7:26 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Discussion and Possible Action on:

1. Roll Call.

Present: Ald. Fishler, Keymer, Christianson, Zarazua, Kneebone.

Others Present: Mayor Wiza, Clerk Yenter, Deputy C/T Freeberg, Director Lemke, Assistant Chief Williams, Director Kernosky, Chief Moody, Administrative Assistant Church, Director Beduhn, Attorney Beveridge.

2. License List:

A. Class "B" Beer License: Fore INDR GLF at 3296 Church Street, Stevens Point for license period beginning November 22, 2022.

B. Class "A" Beer/"Class A" Liquor License: Imperial Operating WI LLC at 232 West Clark Street, Stevens Point for license period begining November 22, 2022.

Ald. Keymer moved, Ald. Zarazua seconded to approve the license list.

No concerns from law enforcement.

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

3. Ordinance Amendment 24.03 - Downtown Open Intoxicant Exception.

Ald. Christianson moved, Ald. Keymer seconded, to approve the ordinance amendment.

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

4. Adjournment.

Adjourned at 7:30 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA
November 14, 2022 - 7:57 PM

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)

MINUTES

I. Non-Action Items:

1. Roll Call.

PRESENT Ald. Morrow, Shorr, Johnson, Dalton, Plaisance

OTHERS PRESENT Mayor Wiza; Attorney Beveridge; Clerk Yenter; C/T Ladick; Deputy C/T Freeberg; Alderpersons Kneeebone, Fishler, Zarazua, Keymer, Christianson, Shuda; Fire Chief Moody; Directors Lemke, Kernosky, Beduhn

II. Discussion and Possible Action on:

2. Consideration of the 2023 Operating Budget.

Ald. Shorr **moved**, Ald. Dalton seconded, to approve the 2023 operating budget.

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

3. Approval of Modifications to Edgewater Relocation Assistance Program.

Ald. Dalton **moved**, Ald. Morrow seconded, to approve the modifications to the Edgewater Relocation Assistance Program.

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

4. 2023-2025 Agreement with Park Ridge for Fire Services.

Ald. Dalton **moved**, Ald. Morrow seconded, to approve the 2023-2025 Agreement with Park Ridge for Fire Services.

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

5. Idle Sites Redevelopment Grant Contract between the City of Stevens Point and the Wisconsin Economic Development Corporation.

Ald. Shorr **moved**, Ald. Dalton seconded, to approve the Idle Sites Redevelopment Grant Contract between the City of Stevens Point and the Wisconsin Economic Development Corporation.

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

6. Second Amendment between the City of Stevens Point, Redevelopment Authority, and Opera House, LLC.

Ald. Morrow **moved**, Ald. Shorr seconded, to approve the second amendment between the City of Stevens Point, Redevelopment Authority, and Opera House, LLC.

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

7. Acquisition of property located at 5595 Regent Street (Parcel ID 020320111).

Ald. Morrow **moved**, Ald. Dalton seconded, to approve the acquisition of the property located at 5595 Regent Street.

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

8. Acquisition of a portion of the property located at 324 Brilowski Road (Parcel ID 020240826-13.02).

Ald. Morrow **moved**, Ald. Dalton seconded, to approve the acquisition of a portion of the property located at 324 Brilowski Road.

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

9. Approval of Claims Paid.

Ald. Dalton **moved**, Ald. Morrow seconded, to approve the claims paid in the amount of $3,066,208.52.

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

10. Adjourn into closed session (approximately 7:20 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) on the following:

A. Request from Merge Urban Development for an amendment to the Development Agreement for the property at 1009 Portage Street, 1017 Third Street, 1020 Centerpoint Drive, and 1060 Centerpoint Drive.

B. Negotiating the terms for a possible development agreement for the property at 1200 Main Street and the Redevelopment Authority-owned parking lot.

C. Negotiating the terms for a possible development agreement for a possible Indoor Sports Complex located within Tax Increment District #9.

Director Kernosky pulled item 10.C. from the closed session items.

Ald. Morrow **moved**, Ald. Shorr seconded, to adjourn into closed session at 8:26 P.M.

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

III. Closing Items:

11. Adjournment

Adjourn in closed session at 8:41 P.M.

COMPTROLLER-TREASURER REPORT
for the period ending September 30, 2022

	Bal September 1, 2022	Receipts	Disbursements	Bal September 30, 2022
GENERAL OPERATING CASH	$5,796,479.87	$4,376,915.90	$9,001,631.75	$1,171,764.02
UTILITIES & TRANSPORTATION (Cash and Investments)	$15,355,109.64	$1,215,574.05	$932,689.84	$15,637,993.85

INVESTMENTS	Bal September 1, 2022	TRANSFER IN	TRANSFER OUT	Bal September 30, 2022
GENERAL	$26,422,654.76	$213,276.00	$1,000,051.00	$25,635,879.76
SPECIAL REVENUE	$817,756.02	$0.00	$0.00	$817,756.02
DEBT SERVICE	$36,186.77	$191.79	$0.00	$36,378.56
CAPITAL PROJECTS	$5,503,772.06	$26,267.26	$567,557.86	$4,962,481.46
INTERNAL SERVICE	$2,055,364.99	$7,983.38	$0.00	$2,063,348.37
TRUST	$3,966,288.72	$0.00	$0.00	$3,966,288.72
TOTALS	$38,802,023.32	$247,718.43	$1,567,608.86	$37,482,132.89

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	$4,153,469.00	$3,090,921.06	74.42%
POLICE	$5,870,534.00	$4,486,222.78	76.42%
FIRE	$5,551,322.00	$4,055,140.99	73.05%
PUBLIC WORKS	$6,142,653.00	$4,411,682.37	71.82%
PARK & REC	$2,156,623.00	$1,613,992.94	74.84%
CAPITAL PROJECTS	$7,979,100.00	$2,380,279.19	29.83%
DEBT SERVICE	$8,788,980.00	$7,677,381.25	87.35%
YTD TARGET	75.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	$26,545,561.00	$19,391,865.95	73.05%

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

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

November 16th, 2022

To: Common Council

We have had a resignation on the Bicycle and Pedestrian Street Safety Commission and two other appointments are up in December. One is for the Redevelopment Authority and the other is the Housing Authority.

The following appointment is recommended for your consideration:

Appoint Karalyn Peterson to the Bicycle and Pedestrian Street Safety Commission filling the unexpired term of Larry Frostman, expiring April 30, 2024

Appoint Nena Fisher to the Bicycle and Pedestrian Street Safety Commission filling the Alternate 1 vacancy for the term expiring April 30, 2024

Re-Appoint John Schlice to the Redevelopment Authority for the five year term expiring December 31, 2027

Re-Appoint Nicole Tank to the Housing Authority for the five year term expiring December 31, 2027

Your confirmation of this appointment would be appreciated.

Mike Wiza

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

FAX 715-346-1498

Kari Yenter
City Clerk
715-346-1569

November 15, 2022

TO: Council members

RE: ExpressVote Proposal

Portage County is proposing to integrate a voting system throughout Portage County so that all municipalities are using the same voting equipment. Therefore, Portage County is proposing to offer the City of Stevens Point, 59 ExpressVote voting machines at no cost. Each machine costs approximately $3,910. If the City receives 59 machines, that is a total of $230,690 of voting equipment provided to the city at no cost. It is, however, the responsibility of the city (Clerk's office) to pay for the annual maintenance/firmware license agreement at a cost of $180 per machine. The City Clerk's office currently budgets $5,000 for maintenance/firmware agreements. If the City Clerk's office receives 59 ExpressVote machines, there would be a need to increase this line item by an additional $10,620 annually starting in 2024. However, with the use of the ExpressVote machines, there would be a substantial cost savings in printing of ballots for each election for the City of Stevens Point. The deadline to accept this proposal is December 31, 2022. The transition of equipment would take place in the fall of 2023 and the implementation of the voting equipment would take place with the 2024 elections. The annual maintenance/firmware fees would not be due until 2024.

The ExpressVote is an on-screen device to select candidates and produce a voter verifiable paper ballot. After review by the voter, this paper ballot is inserted into our current DS200 tabulating machines to be tabulated. There would no longer be a need to vote by paper ballot on Election Day.

Portage County Clerk Davis will provide greater details of what the county is proposing to all municipalities throughout Portage County regarding election equipment. She will also provide detailed information regarding the equipment and agreement between Portage County and the City of Stevens Point.

The integrity of elections and security are always our top priority. I would greatly appreciate your support. Thank you.

Portage County Clerk
Maria N. Davis
1516 Church Street
Stevens Point, WI 54481
Email: davism@co.portage.wi.us
Phone: 715-346-1351 Fax: 715-346-1486

MEMO

To: Stevens Point City Council
From: Maria Davis, County Clerk
Date: November 2, 2022
RE: Countywide Electronic Voting Equipment Upgrade

Election security, accuracy and ease of voting should always be a top priority in Portage County. Electronic Universal Voting Systems offers a better voting experience for all voters in Portage County. The ExpressVote machines are ADA compliant, significantly reduces voters' errors on election day and in-person absentee voting, offers easier-to-read ballots, reduces ballot cost and waste, is multilingual and still produces a paper record for tabulation.

At the November 1, 2022, County Board meeting, the County Board adopted the 2023 Budget which included a $879,115 Capital Improvement Plan (CIP) to upgrade electronic voting equipment used countywide. Included in the CIP was the purchase of 201 ExpressVote machines. Pursuant to Wis. Stat. § 5.35, "there shall be one voting booth for every 200 electors who voted at the last general election." This means, for the City of Stevens Point, the County Clerk's office is offering 59 ExpressVote machines (amounting to $230,690) to outfit each of the 11 polling locations throughout the city on Election Day.

A lease agreement for the machines has been provided to the City Clerk. Upon execution of the agreement, the County will purchase and lease the machines at no cost to the city. The city will be responsible for the annual maintenance/firmware license agreement with Election Systems & Software and other costs to maintain the machines in working order.

All 27 municipalities within Portage County have been presented with this information and will be deciding by 12/31/2022 whether they wish to accept these machines paid for by the County.

ExpressVote®

Universal Voting System

Easier-to-Read Ballots

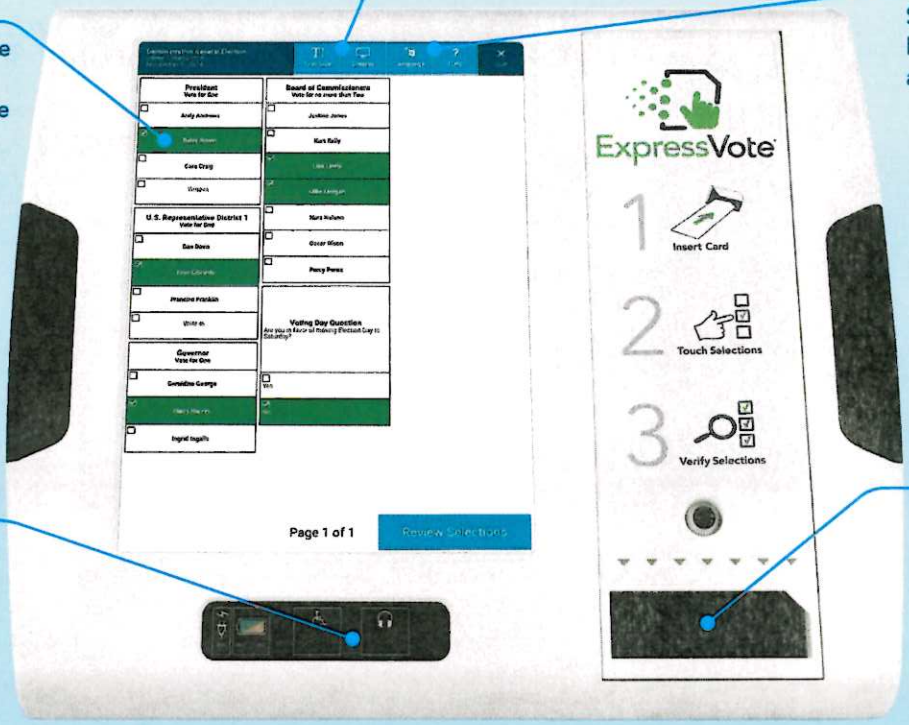
Visual aids include high contrast and zoom functionality.

Avoids Overvoting

The intuitive interface also alerts voters of ballot exceptions, like undervotes.

Multilingual

Supports any language in audio and 12+ in text.



ADA-Friendly

The front access panel provides ports for headphones and accessibility devices.

Simple Activation

The voter inserts a card to activate the voting session. After voting is complete, the vote summary card is dispensed for voter review.

A Versatile Solution

- Vote Centers
- Precinct Poll Places
- Early Voting
- Election Day

Together with the ExpressPoll® electronic pollbook and ExpressVote® Printer, you can quickly check in voters and serve up to 15,000 different ballot styles. This means no more picking and pulling ballots or wasted pre-printed stock — voters get in and out faster.

3.1.0 | © 2021 Election Systems & Software, LLC. For certification details, visit essvote.com/certification

EASY ELECTION MANAGEMENT

- Reduces costs by eliminating the need for printing and storing traditional pre-printed paper ballots.
- Simplifies post-election management because there are no unclear marks to adjudicate. Voters are prompted in real-time to address over/undervotes.
- Produces a voter-verifiable paper record that is scanned, tabulated and saved for auditing purposes.
- Prevents poll workers from giving voters the wrong ballot style since they don't need to pick and pull ballots.
- Maximizes your investment as it can be used many ways — in precincts and vote centers during early voting and on Election Day.

A GREAT EXPERIENCE FOR VOTERS

- Enables all eligible voters to make their selections privately and independently. It is a fully compliant Americans with Disabilities Act (ADA) voting solution.
- Improves voter confidence because the interface prompts them if they've under/overvoted a contest.
- Provides voters the opportunity to review their selections twice before tabulation — on the summary screen and on the printed card.

POLL WORKERS LOVE IT

- Shorter Election Day for poll workers — six steps to open and two to close so they don't need to arrive as early or stay as late.
- Small, lightweight and easy to move and store.
- No ink or to replace on Election Day.

SECURITY YOU CAN COUNT ON®

The ExpressVote offers so many security features, we couldn't include them all here. To learn more about the great lengths we go to protect our systems and data, visit **essvote.com/feature/security**.

> **Switching to ExpressVote in 2016 and transitioning to vote centers in 2019 — it's been an easy transition for staff and poll workers."**
>
> **"Marion County voters can vote faster, easier and anywhere."**
>
> MYLA A. ELDRIDGE
> COUNTY CLERK, MARION COUNTY, INDIANA

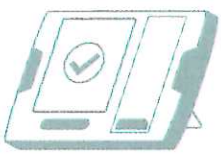
SPECIFICATIONS

Ballot style capacity: Up to 15,000

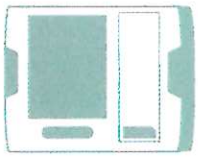
Languages supported: Any language in audio and 12+ in text

Assistive devices supported: Headphones, audio-tactile keypad, rocker switch device, sip-and-puff device

Dimensions (H x W x D):



Operational - 16" x 20" x 17"



Stored - 17" x 20" x 5"

Weight: 25 pounds

Battery backup: 2-4 hours

INTERGOVERNMENTAL AGREEMENT REGARDING ELECTION EQUIPMENT

This Intergovernmental Agreement ("Agreement") is made by and between Portage County ("County") and the below named municipality ("Municipality") (and collectively, the Parties), located within Portage County, pursuant to Wis. Stat. § 66.0301.

ACKNOWLEDGEMENTS

The County and the Municipality understand and acknowledge the benefits of obtaining and using the same, updated, and consistent election voting equipment and software to enhance tabulation accuracy, achieve timely election results reporting, and create an auditable record of the voting tabulations.

This Agreement sets forth the terms and conditions between the County and the Municipality for **ExpressVote Universal Voting System voting equipment** for *all* municipalities in Portage County (the "voting equipment").

At its November 1, 2022, meeting, the Portage County Board of Supervisors adopted its annual budget, which included funds to purchase the voting equipment.

Although the Portage County Board of Supervisors has not approved this Intergovernmental Agreement detailing the funding, ownership, and maintenance obligations of the voting equipment between the County and the Municipality, the County anticipates that its Board of Supervisors' future meeting agendas and accompanying packets will include a corresponding resolution related to the voting equipment funding, ownership, and maintenance obligations.

AGREEMENT

In consideration of the matters described above, of the mutual benefits and obligations set forth in this Agreement, and for good and valuable consideration, the County and Municipality agree as follows:

1. The County will pay 100% of the cost to purchase the voting equipment and will retain ownership of the voting equipment;

2. The County will transfer physical possession of the voting equipment pursuant to the attached Addendum A to the Municipality in 2023;

3. The Municipality is solely responsible to pay for and to properly maintain the voting equipment and to replace any damaged voting equipment;

4. The Municipality is solely responsible for the cost and fees to maintain the voting equipment under and after warranty and further agrees to enter into an annual maintenance, hardware, firmware, and license agreement, and related agreement terms, with Election Support & Software, LLC (ES&S);

5. Municipality will be solely responsible for the proper use and operation of the voting equipment and will continuously use the voting equipment in conducting all elections;

6. In the event the Municipality does not maintain the voting equipment, pay for the annual ES&S agreement, replace damaged equipment, or fails to use the voting equipment for elections, the Municipality will provide written notice of the same to the Portage County Clerk and thereafter return the voting equipment to the County Clerk;

7. Governing law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin;

8. Entire Agreement. The Parties understand and agree that this document constitutes the entire Agreement between the Parties, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral representations and negotiations between the Parties relating to the subject matter contained herein. No revision or amendment to this Agreement shall be valid unless the revision or amendment is reduced to writing and signed by authorized representatives of the Parties;

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof, which shall remain valid and enforceable to the fullest extent permitted by law;

10. Waiver. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches;

11. Assignment. The Parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights, or responsibilities herein contained except as agreed to in writing;

12. Indemnity. The Parties agree to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses arising out of damages or injuries to third persons or their property caused by the fault or negligence of said party, its agents, or employees in the performance of this Agreement; and

13. This Agreement is contingent upon the Portage County Board of Supervisors full appropriation of funds to purchase the voting equipment.

14. This Agreement, when fully executed, shall be binding upon the Parties. The County and the Municipality each represents and warrants that it has the approval and legal authority to enter into this Agreement and perform its obligations set forth herein.

_____	**PORTAGE COUNTY:**
Type / print municipality name above	
_____	_____
(Authorized Signature)	Maria Davis, County Clerk
_____	_____
Printed Name	Date
_____	
Municipal Position	
_____	
Date	

INTERGOVERNMENTAL AGREEMENT REGARDING
ELECTION EQUIPMENT - **Addendum A**

ExpressVote Universal Voting Systems by Municipality

		Express Vote #
1	TOWN OF ALBAN	4
2	TOWN OF ALMOND	1
3	TOWN OF AMHERST	5
4	TOWN OF BELMONT	3
5	TOWN OF BUENA VISTA	1
6	TOWN OF CARSON	5
7	TOWN OF DEWEY	4
8	TOWN OF EAU PLEINE	3
9	TOWN OF GRANT	6
10	TOWN OF HULL	17
11	TOWN OF LANARK	6
12	TOWN OF LINWOOD	4
13	TOWN OF NEW HOPE	3
14	TOWN OF PINE GROVE	3
15	TOWN OF PLOVER	5
16	TOWN OF SHARON	8
17	TOWN OF STOCKTON	9
18	VILLAGE OF ALMOND	2
19	VILLAGE OF AMHERST	3
20	VILLAGE OF AMHERST JUNCTION	2
21	VILLAGE OF JUNCTION CITY	2
22	VILLAGE OF NELSONVILLE	2
23	VILLAGE OF PARK RIDGE	3
24	VILLAGE OF PLOVER	32
25	VILLAGE OF ROSHOLT	2
26	VILLAGE OF WHITING	5
27	CITY OF STEVENS POINT	59
28	VILLAGE OF MILLADORE	1

Note: The number of voting equipment systems per municipality under paragraph 2 of the attached agreement may vary from the above based on approval, funding, or change in circumstances.

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

Memo

TO: Common Council

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

DATE: November 15, 2022

RE: Park Dedication, Park Naming and Park Amenity Naming affiliated with the Plover River Crossing Project

In October of 2021, the Park Commission approved a fundraising campaign presented by the Friends of the Plover River Crossing to raise local match dollars for the Plover River Crossing project and the Transportation Alternative Program (TAP) grant application. A major piece of the fundraising campaign included naming rights for the project components and amenities that were directly tied to the project. Since that time, the TAP grant has been awarded to the City and the project will become reality within the next three years. This momentum has resulted in some successful partnerships that staff is seeking approval for naming rights.

The chair of the Friends of the Plover River Crossing Trail, Steven Menzel, and the friends group has worked closely with city staff as they formed partnerships with three major donors. In order to finalize those donations, staff and the friends are seeking final approvals for a new city park, park naming rights, boardwalk naming rights and bridge naming rights for the project.

Dedication of a new park

In order to apply for the TAP grant, the City acquired a 2.65 acre parcel adjacent Ben's Lane in 2021 which allowed the trail route to be accessible and finalized. When the property was acquired, it was the general consensus of all involved that this would become a future park but no formal action was taken at that time. Staff has worked closely with the Friends of the Plover River Crossing and we are now recommending that the 2.65-acre parcel (parcel #020780801) officially be dedicated as the City's newest park property. A map of the parcel is included in the packet.

Naming of the new park

The fundraising campaign that was approved by the Parks Commission included naming rights of a future park along Ben's Lane. The City Park Commission, City staff and the friends are recommending the naming of the new park be **"Peters Family Park"**

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

in honor of the Don and Tina Peters family. The Peters family will be making a $50,000 donation pledge to the park project.

Naming of the future Plover River Crossing Trail boardwalk

The fundraising campaign approved by the Parks Commission included naming rights for a future boardwalk for the Plover River Crossing Trail. Sentry Insurance will be providing a $50,000 donation pledge to the project and staff and the friends group recommend naming of the future boardwalk **"Sentry Boardwalk"**.

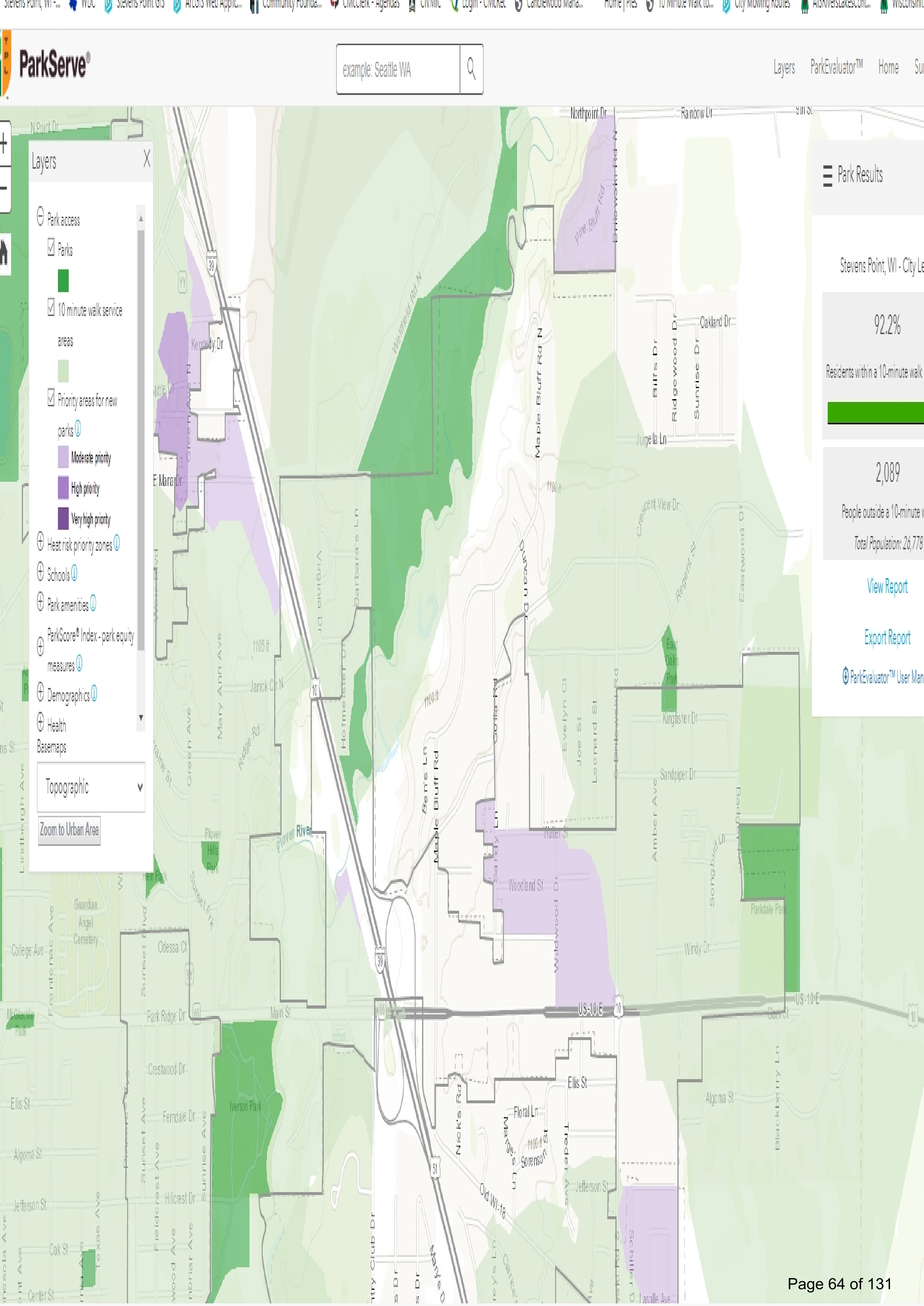
Naming of the future Plover River Crossing Trail bridge (across the Plover River)

The fundraising campaign approved by the Parks Commission included naming rights for a future bridge spanning the Plover River for the Plover River Crossing Trail. The Hennegan family will be providing a $150,000 donation pledge for the project and staff and the friends group recommend naming of the future bridge to be "**Hennegan Bridge**"

Park Commission and City Staff Recommendations:

1. Formally approve of dedicated Parcel #020780801 (2.65 acres) as a City Park
2. Name the new park **Peters Family Park**
3. Name the future Plover River Crossing Trail boardwalk **Sentry Boardwalk**
4. Name the future Plover River Crossing Trail bridge **Henneghan Bridge**

Parcel Boundaries:020780801
CITY OF STEVENS POINT
1515 STRONGS AVENUE
STEVENS POINT WI 54481
LOT 2 CSM#6099- 22-172 BNG L8 & PRT OL 1 OAKWOOD HEIGHTS SUB 2.65A CSM 22/172;708/333 872966
Acreage: 2.65
Site Address:
Click for tax info
Click for permit info
Zoom to
Hofmeister Drive
Golden Road
020780801
020780301
02078OL02
0207804
020240826-11
281240827440006
020780701
02078OL01
0207816
020240835-B
281240834110009
020240835-C
281240835210015
240834110003


ParkServe®
example: Seattle WA
Layers
ParkEvaluator™
Home
Layers
Park access
Parks
10 minute walk service areas
Priority areas for new parks
Moderate priority
High priority
Very high priority
Heat risk priority zones
Schools
Park amenities
ParkScore® Index - park equity measures
Demographics
Health
Basemaps
Topographic
Zoom to Urban Area
Park Results
92.2%
2,089
View Report
Export Report
Northpoint Dr
Rainbow Dr
Pine Bluff Rd
Oakland Dr
Maple Bluff Rd N
Kennedy Dr
Ridgewood Dr
Sunrise Dr
Eastwood Dr
Regent St
Virginia Dr
Barbara's Ln
Mary Ann Ave
Green Ave
Hofmeister Dr
Evelyn Ct
Joe St
Leonard St
Kingfisher Dr
Sandpiper Dr
Amber Ave
Plover River
Woodland St
Windy Dr
Wildwood Dr
Parkdale Park
Guardian Angel Cemetery
College Ave
Odessa Ct
Park Ridge Dr
Main St
US-10 E
Crestwood Dr
Iverson Park
Ferndale Dr
Ellis St
Floral Ln
Algoma St
Nick's Rd
Old Wi-18
Hillcrest Dr
Jefferson St
Oak St
Blackberry Ln
Fieldcrest Ave
Sunset Blvd
Sunset Ave
Sunrise Ave
Texas Ave
Frontenac Ave
Lindbergh Ave
Center St
Lasalle Ave

CITY OF STEVENS POINT
PUBLIC PARK AND FACILITY NAMING POLICY

1. **Purpose**

To establish a consistent and formal policy and process for naming public parklands, parks and recreational facilities which the community may accept and readily identify with.

2. **Scope**

It will identify significant historical, geological and ecological areas located within the community. Also, it would give suitable recognition to individuals who make a sizeable monetary contribution or have contributed to the growth and development of the city.

3. **Responsibility**

The Parks Commission shall be responsible for recommending to the Common Council the naming or change in name for all assigned public Park and Recreation areas in the City of Stevens Point. However, not withstanding this provision the Common Council shall not be precluded from naming a Park or Facility.

4. **Objectives and Goals**

A. The names should be purposeful, suitable, symbolic, and should fall under one of the classifications provided within this policy.
B. Names of facilities should be adopted before dedication of a facility or before development begins on a new facility.
C. Names will not be for living persons except when substantial donations are offered to the community for park and recreational purposes and when the donor stipulates a name as being a part of that donation or when a living person makes a substantial commitment of time and effort to improve the quality of life in the community. In such cases the Parks Commission shall recommend that the Council accept or reject such an offer.
D. Names for public officials will not be used without thorough justification and, in most cases, the person should be honored posthumously.
E. Names of individuals will be considered only if that person was actively involved in giving unselfishly of herself/himself for the betterment of the community. It will be necessary for this individual to have strong community support.

5. **Procedure**

A. Requests or proposals for adopting a specified name for a particular Park or Recreation area shall be submitted to the Parks Commission in written form along with thorough documentation giving the reasons for the selection of the proposed name.
B. After a name is decided upon by the Parks Commission, public notice of the recommended Qualifying Name will occur in the City's official newspaper. Citizen comments and recommendations must be in writing to the Director of Parks and Recreation and received prior to the next Common Council meeting for approval.

Revised 10.5.13

C. For an individual (excluding historically significant individuals) to be considered, that person must have contributed significantly to the acquisition or development of the park or facility or to the park system overall. The recommended name must be accompanied by a biographical sketch which shall provide evidence of contributions to the park, facility, or park system overall.

6. **Selection Criteria**

Park and Recreation areas /facilities may be named:

A. For location, such as the name of an adjacent street or the related plat or subdivision.

B. For a geologic, geographic, historical, botanical, horticultural or scientific feature inherent to the area.

C. To honor a person or groups:

1. When a major donation has been made to the City for a park/facility wherein the donor stipulates a name as being a consideration of a donation, and donation is deemed suitable for recreational purposes, the Parks Commission shall make a recommendation to the Common Council as to accepting or rejecting such an offer.
2. An organization, business, or group for whom a park/facility is to be named should meet the following criteria:
   A. It should not be political or religious in nature unless it has had a unique and important place in the areas history.
   B. It should be a local organization, business, or group, unless if a non-local group, it has performed some outstanding service for the area.

D. To show gratitude to an individual:

When it seems appropriate to name a park/facility in honor of a person, it should be one who has made a major contribution to the community and/or has been instrumental in acquiring the area, and will be subject to the discretion of the Parks Commission.

E. Classifications - These classifications are in order of priority.

Places and Features

1. Natural phenomenon
2. Recognizable area or neighborhood
3. Descriptive
4. Horticultural, zoological, environmental
5. Assumed name (commonly used name)

Historic Events

1. Battles
2. Discoveries
3. Explorations
4. Community development

Organizations

Revised 10.5.13

1. Civic
2. Veterans
3. Fraternal
4. Other

Person's Name

1. Large donors
2. Historical groups
3. Local hero
4. National hero
5. National official
6. State official
7. Local official
8. Local individual(s)

Great Ideas or Causes

1. Ecological
2. Friendship
3. Independence
4. Peace

7. **Adoption**

A group may ask to adopt a park or recreation facility for improvement or maintenance purposes, and in return the park or facility could be named after that group. A written agreement should be signed specifically detailing the future responsibilities of the group adopting the park or facility and any name change must first be approved by the Common Council.

8. **Other Naming Alternatives**

1. Parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the Parks Commission and Common Council.
2. Special names for new facilities or areas within a park (i.e. playgrounds, shelters, etc.) will be allowed under stated classifications and criteria when donations result fin a substantial contribution to the proposed facility. (Generally 50% or more of the proposed cost of the facility). These names will be recommended to the Common Council for final approval.

9. **Frequency, Repetition, Segmentation**

Generally, individuals and/or groups recognized (named) with one park or facility cannot be recognized with additional parks or facilities. Groups are not allowed to identify parks or facilities by using local chapters, numbers, troops, etc.

10. **Renaming**

1. The renaming of parks and facilities is strongly discouraged. It is recommended

that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.

2. Only those parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Parks named by deed restriction cannot be considered for renaming.
3. In order for a park or facility to be considered for renaming the following must occur:
    a. The recommended name must qualify according to Section 6 of this policy, and;
    b. Be accompanied by a petition from the particular park or facility users.

11. **Use of Plaques and Markers**
    1. This means of recognition will be used to honor individuals and organizations for the community or designate history of a particular property. All plaques, markers, memorials or monuments placed on parkland must be approved by the Parks Commission as to design and placement.
    2. All plaques, markers, and memorials are subject to the same naming criteria in Section 6 of this policy.
    3. Because of their proneness to vandalism and maintenance, plaques, markers, and memorials should be used sparingly.
    4. Designed to blend with and compliment the existing Parks and Recreation Department Sign policy, and Plaques, Markers, and Memorials Policy, and must be reviewed and approved by the Commission.
    5. A written maintenance agreement for each plaque/marker/memorial shall be developed and signed by the Director of Parks and Recreation and donor individual/organization.
    6. The Commissions first priority is to use the Community Foundation Tree Memorial program as a means of recognition.

12. **Contest**

    Contests may be used for naming parks or facilities providing they meet the approval of the Parks Commission and Common Council.

13. **Groundbreaking and Dedication**

    When a new park is given or a facility constructed and ready for public use, a certain amount of public relations work should accompany the occasion. The purpose is to bring awareness to the public of a new property or facility for public use. Media tools to be used include radio, T.V. (cable),video, newspaper, magazine, Internet, etc.

14. **Grandfather Clause**

    All existing park and recreational facilities named prior to adoption of this policy are under a grandfather clause with respect to this policy.

Revised 10.5.13

Plover River Crossing Naming Opportunity:
Peters Family Park

Don and Tina Peters bio

Don and Tina Peters have been married for 50 years and have resided in the Town of Hull since 1982, where they raised their two children. Graduates of Carroll University in Waukesha, the Peters have a long history of leadership and involvement in numerous community organizations and causes.

Don retired from a leadership position with Associated Bank in 2006. He has served on the UW-Stevens Point School of Business and Economics Business Advisory Council and the UWSP Reaccreditation Steering Committee, the Long Term Planning Committee of the Stevens Point Country Club, board member for the Stevens Point Area YMCA and co-chair of the YMCA's successful $3 million capital campaign (2011-2012), Carroll University Board of Trustees (1998-2010), board member of Ministry Health Care, board member and vice chair of TYME Corporation, board member of The Portage County Economic Development Corporation, board member of Portage County Business Council, campaign chair and board president of United Way of Portage County, vice chair of Saint Michael's Hospital Foundation.

Tina most recently served as president of Trinity Lutheran Church congregation, co-chair of the United Way of Portage County Stevens Society, member of P.E.O. (philanthropic, educational women's organization), and the United Way of Portage County Board of Directors. She is also a past board chair, president or member of Saint Michael's Hospital, United Way of Portage County, UW-Stevens Point Chancellor's Advisory Committee, Stevens Point Area YMCA, League of Women Voters (local and state), Right from the Start Coalition, Leadership Portage County, Portage County Business Council Foundation, Central Wisconsin Symphony Orchestra (CWSO), CWSO Guild, and the Family Preservation and Support Initiative. Tina has also served as campaign drive chair or co-chair for the United Way of Portage County, Stevens Point Area YMCA, United Way New Home campaign, and the Stevens Point Arts Council fund drive for the Riverfront Arts Center.

Among their many interests and hobbies, the Peters enjoy golf, hiking, travel and motorcycling in their retirement.

# # #

Plover River Crossing Naming Opportunity:
Henneghan Bridge

Dave and Karen Henneghan bio

Dr. Dave Henneghan of Stevens Point retired this past summer after working 32 years as an orthopedic surgeon. He grew up in East Lansing, Michigan, the second of four children. Though he speaks fondly of his upbringing, it was not without its challenges. After his father passed away when he was a toddler, his mother set out to earn her Master's Degree and PhD. She was then employed at the State of Michigan, while supporting her children as a single mother. His younger sister grew ill while they were in high school, and Dave played a big part in caring for her until her passing as a teenager.

Despite these early life challenges, Dave went on to excel at Albion College, where he earned his undergraduate degree and was the goalie for the men's soccer team. He then returned to East Lansing to attend medical school and eventually landed in Grand Rapids for his orthopedic residency. It was here that he developed his surgical skills, but more importantly it is where he met his wife, Karen, who was at the time, and still is, a surgical nurse.

Dave then joined the Rice Medical Center in Stevens Point as an orthopedic surgeon, eventually developing a special interest in total joint replacements. He is described by colleagues as "a very fun surgeon to be with in the operating room" due to his love of music and ability to maintain a good mood and relaxed atmosphere in the operating room.

Following Rice Medical Center's sale to Ministry Health Care, Dave briefly moved his practice to Weston before joining Klasinski Clinic in Stevens Point – later renamed Stevens Point Orthopedics – where he continued to serve the community and helped get the recently opened Ambulatory Surgery Center of Stevens Point running.

Karen Henneghan was born in Grand Rapids Michigan, the second of four children. Her father was an industrial engineer at Rapistan Corporation. Her mother worked raising her four children.

Karen graduated from Forest Hills Northern High School. She went to the University of Michigan, graduating with a bachelors of science in nursing degree. She worked multiple jobs as a nurse over the course of her nursing career. She was a surgical nurse at Ferguson Hospital in Grand Rapids Michigan, followed by many years is a neonatal ICU nurse at Butterworth Hospital in Grand Rapids. She achieved NACOG certification in neonatal ICU nursing. She took some time off to raise her children, and returned to nursing as a surgical nurse at the Ambulatory Surgery Center of Stevens Point.

Karen has been active for many years in the community, donating time to the Women's Fund, Operation Bootstrap, the YMCA board of directors, and spent many years coordinating the Reading is Fundamental program at Roosevelt elementary school.

Over the years, the Henneghans embraced Stevens Point and became active in the community, contributing their time and treasure to such things as the Stevens Point Area YMCA, the Green Circle Trail, Women's Fund of Portage County, Operation Bootstrap, Reading is Fundamental program at Roosevelt Elementary School, Iola Winter Sports Club, Boy Scouts of America, and Portage County Youth Soccer.

Dave and Karen share many personal interests, most of them involving being active in the outdoors and recreational athletics. These include cycling/bicycle touring, cross country skiing, bird watching, kayaking, hiking, yoga, swimming, and lifeguarding. Among those adventures was a rigorous and unforgettable cross country bicycle trip that Dave and his son completed in 2008 from Puget Sound, Washington to Bar Harbor, Maine.

The Henneghans have two adult childen, Patrick and Laura.

# # #

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

Memo

TO: Common Council

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

DATE: November 15, 2022

RE: State Municipal Agreement – Plover River Crossing Project

The City of Stevens Point was awarded a Transportation Alternatives Program Grant (TAP Grant) in August of 2022 for the Plover River Crossing Project. The grant award amount is for $1,471,200 of the total estimated project budget of $1,867,200 which includes the DOT review. The grant reimburses the City 80% of the project construction costs with 20% being funded locally as the local match.

In order for the City to move forward with the project and officially make the project construction expenses grant eligible, the first step is approving the State Municipal Agreement which outlines the legal agreement between the City and DOT. In addition to all of the legal clauses, the project completion deadline is established as part of this agreement; our project completion deadline is 6/30/2029; however, project construction will likely begin in 2024.

This project is being completed in partnership with the Friends of the Plover River Crossing. The City and the Friends of the Plover River Crossing have agreed that the local match dollars required for the grant will be provided by the Friends group and their fundraising. That fundraising is ahead of schedule and the Friends have confirmed they will have the funds to provide the local match.

Several departments have reviewed the agreement (Comptroller, City Attorney, Mayor and Parks Department) along with our consultant, Rettler Corporation, and the Friends of the Plover River Crossing to confirm all elements of the agreement are consistent with the intent of the project.

Staff Recommendation

Approve of the State Municipal Agreement for the Plover River Crossing as written.

STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT Subprogram #: 290 Program Name: TAP	Revised Date: Date: **November 4, 2022** I.D.: **6998-14-01/71** WisDOT UEI #: **CBE4JHP1S8H7** Project Sponsor UEI #: TBD FAIN ID: TBD Project Title: **PLOVER RIVER CROSSING PROJECT** Location/Limit: **HOFMEISTER DRIVE TO BENS LANE** Project Length (if applicable): **1850 FT** Project Sponsor: **CITY OF STEVENS POINT** County: **Portage** MPO Area (if applicable): **N/A**

The signatory, the **City of Stevens Point**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:
All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - **Currently pedestrians and bicyclists on the east and west sides of the City of Stevens Point must cross I-39 at the USH 10 interchange. This interchange is very busy; USH 10 has an Average Daily Traffic Volume of 31,300 vehicles per day on the east side of I-39 with heavy truck traffic. By providing the new trail, crashes involving vehicles and pedestrians/bikes can be reduced. Since no bicycle accommodations exist at the interchange or on USH 10 East, bicycles and pedestrians must share inadequate sidewalks creating additional safety issues. Commonly known as "running the gauntlet," the City has received numerous complaints about safety problems related to drivers not seeing people walking and biking; icy conditions from tire spray; difficulty navigating offset curb cuts and/or identifying who has the right-of-way; narrow sidewalks; proximity to traffic, among other hazards.**

Proposed Improvement - **The City of Stevens Point's Plover River Crossing (a one-third mile shared use path) will connect two urban areas currently separated by the Plover River and the dangerous I-39/USH 10 East interchange. Heavy through-traffic and turning movements off and onto the interstate, lack of bicycle accommodations, and inadequate sidewalks lead to a high concentration of crashes at the interchange and along USH 10 East. The Plover River Crossing will provide a safe alternative route that connects low volume streets from the two urban areas, enabling thousands of bicyclists and pedestrians to safely access major employment, retail, and business hubs (see map).**

The Plover River Crossing will enhance the overall local and regional transportation system. Stevens Point already features a bicycling and walking network: the 27-mile award winning Green Circle Trail, an

extensive sidewalk system, and over 80 miles of designated on-street bicycle lanes and facilities. Yet this interconnected system remains inaccessible from the growing northeast side, the city's only feasible direction for future growth. The City of Stevens Point therefore requests TAP funding assistance for the mostly-designed asphalt paved trail, boardwalk and 110-foot single span bridge crossing the Plover River between Hofmeister Drive on the west to Bens Lane on the east.

Construction for the Plover River Crossing could begin as early as 2023. The City of Stevens Point has acquired all real estate and easements that complete the trail corridor in accordance with local program guidelines. Project design and engineering are over 50% complete. The archaeological and historical analyses along with geotechnical studies are complete. To date, the Friends of Plover River Crossing have raised over $300,000 towards the 20% match demonstrating robust communitywide investment and enthusiasm for this much needed transportation alternative project.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of $1,471,200 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the $1,471,200 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

1) For construction projects, a project is commenced when construction is begun.
2) For planning projects, a planning project is commenced when the planning study is begun.
3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

	SUMMARY OF COSTS				
PROJECT TYPE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
ID 6998-14-01					
State Design Review	$28,200	$0	0%	$28,200	100%
Design Total	**$28,200**	**$0**		**$28,200**	
ID 6998-14-71					
Participating Construction	$1,599,000	$1,279,200	80%	$319,800	20% + BAL
Non-Participating Construction	$0	$0	0%	$0	100%
Construction Engineering	$220,000	$176,000	80%	$44,000	20% + BAL
State Construction Review	$20,000	$16,000	80%	$4,000	20% + BAL
Construction Total	**$1,839,000**	**$1,471,200**		**$367,800**	
Total Est. Cost Distribution	**$1,867,200**	**$1,471,200**	**N/A**	**$396,000**	**N/A**

*This project has a TAP federal funding maximum of $1,471,200. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of the: **City of Stevens Point** (please sign in blue ink)

Name: **Title:**

Signature _____ **Date**_____

Signed for and on behalf of the State:

Name: Shannon Riley **Title:** WisDOT North Central Region Planning Chief

Signature _____ **Date**_____

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. All applicable DBE requirements that the State specifies.

    d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

    a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.

    b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.

    c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. Storm sewer mains necessary for the surface water drainage.

    c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

    d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.

f. New installations or alteration of street lighting and traffic signals or devices.

g. Landscaping.

h. Preliminary Engineering.

i. Real estate for the improvement.

j. State Review Services.

k. Other eligible TAP non-infrastructure items as enumerated in the approved application.

6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

   a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

   b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.

   a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

   c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

   d. Conditioning, if required and maintenance of detour routes.

   e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

   f. All work related to underground storage tanks and contaminated soils.

   g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation.* The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted

12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

18. The project is subject to a discretionary DBE goal assessment.

19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.

20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.

23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332–(a) as amended effective November 12, 2020.

25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

27. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

    e. Provide relocation orders and real estate plats and easements, as required by the project.

    f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    g. Provide maintenance and energy for lighting.

    h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

28. It is further agreed by the Project Sponsor that:

    a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

    a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

    b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;

    d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

    e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

    Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of $1,471,200 is cumulative for all federal funded project phases.

[End of Document]

RESOLUTION

[FINAL SUBDIVISION PLAT – 5498 GOLLA ROAD, 324 BRILOWSKI ROAD AND AN UNADDRESSED PARCEL BOUNDED BY GOLLA ROAD AND REGENT STREET – CREATE A 39-LOT SUBDIVISION]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 5498 Golla Road **(Parcel ID 020240826-13.05)** and described as LOT 2 CSM#4939- 17-194 BNG PRT NWSE&NESE SUBJ TO CULV ESMT NW/C PER CSM 2/189A 24.10A 183/332;187/63;(272/ 67);2/189;516/373;517/1000 791130TOD 858862-TOD110 885138, Town of Hull, Portage County, Wisconsin; the property located at 324 Brilowski Road **(Parcel ID 020240826-13.02)** and described as S 1/2 FRAC NESE EX S33' S26 T24 R8 -13.2 18.73A 193/60;204/413; 236/630;656590-POA;656591; 661641;662540, Town of Hull, Portage County, Wisconsin; and an unaddressed parcel bounded by Golla Road and Regent Street **(Parcel ID 020240826-14.03)** and described as LOT 1 CSM#4939- 17-194 BNG PRT NWSE S26 T24 R8-14.03 2.70A 183/332;187/63;(272/ 67);2/189;516/373;CSM17/194 791130TOD 858862-TOD110 885138, Town of Hull, Portage County, Wisconsin, is hereby granted final subdivision plat approval, subject to the following conditions:

1. The creation of additional outlots and/or easements that do not result in increased density of the subdivision plat may be reviewed by City Staff.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: September 7, 2022
Adopted: September 21, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

_____
Department of Administration

FOREST CREEK SUBDIVISION

A SUBDIVISION PLAT OF FOREST CREEK SUBDIVISION, BEING LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 4939, VOLUME 17, PAGE 194 & 194A, BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 26, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, ERNEST WOORSTER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF ANDERSON DEVELOPMENT COMPANY LLC, I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING DESCRIBED PARCEL OF LAND.

A PARCEL OF LAND CONTAINING 1,166,334 SQUARE FEET (26.78 ACRES) LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 4939, VOLUME 17, PAGE 194 AND 194A, LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 26, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

THAT I HAVE COMPLIED FULLY WITH THE CURRENT PROVISIONS OF CHAPTER 236 AND CHAPTER A-E7 OF THE REVISED WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF PORTAGE COUNTY IN SURVEYING, DIVIDING, AND MAPPING.

THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED.

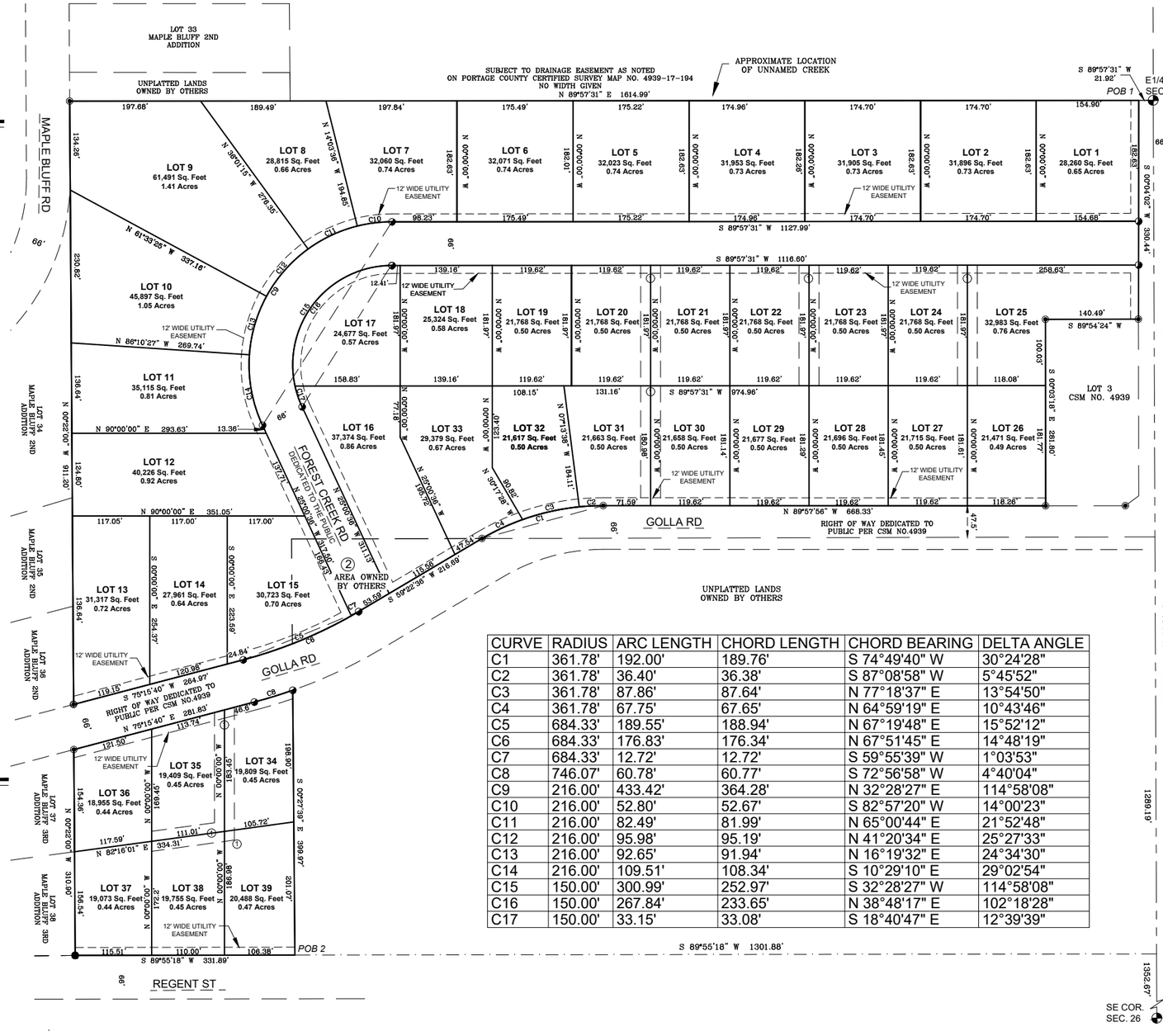
CERTIFIED THIS _____DAY OF _____, 2022

SIGNED:_____
ERNEST WOORSTER PLS 1741

UTILITY EASEMENTS

NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF s. 236.32 OF THE REVISED WISCONSIN STATUTES. UTILITY EASEMENTS ARE HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREAS.
THE UTILITY EASEMENT INCLUDES THE RIGHT OF THE UTILITY TO TRIM OR REMOVE ANY OR ALL TREES WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR MAINTENANCE OF THE UTILITY.

VICINITY MAP



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	361.78'	192.00'	189.76'	S 74°49'40" W	30°24'28"
C2	361.78'	36.40'	36.38'	S 87°08'58" W	5°45'52"
C3	361.78'	87.86'	87.64'	N 77°18'37" E	13°54'50"
C4	361.78'	67.75'	67.65'	N 64°59'19" E	10°43'46"
C5	684.33'	189.55'	188.94'	N 67°19'48" E	15°52'12"
C6	684.33'	176.83'	176.34'	N 67°51'45" E	14°48'19"
C7	684.33'	12.72'	12.72'	S 59°55'39" W	1°03'53"
C8	746.07'	60.78'	60.77'	S 72°56'58" W	4°40'04"
C9	216.00'	433.42'	364.28'	N 32°28'27" E	114°58'08"
C10	216.00'	52.80'	52.67'	S 82°57'20" W	14°00'23"
C11	216.00'	82.49'	81.99'	N 65°00'44" E	21°52'48"
C12	216.00'	95.98'	95.19'	N 41°20'34" E	25°27'33"
C13	216.00'	92.65'	91.94'	N 16°19'32" E	24°34'30"
C14	216.00'	109.51'	108.34'	S 10°29'10" E	29°02'54"
C15	150.00'	300.99'	252.97'	S 32°28'27" W	114°58'08"
C16	150.00'	267.84'	233.65'	N 38°48'17" E	102°18'28"
C17	150.00'	33.15'	33.08'	S 18°40'47" E	12°39'39"

BASE FOR BEARING

BASE FOR BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T24N, R8E, HAVING A BEARING OF S 00°13'38" E USING THE PORTAGE COUNTY COORDINATE SYSTEM. NAD83 (2011)

0' 100' 200' 300'

SCALE 1" = 100'

LEGEND

- HARRISON CAST IRON MONUMENT FOUND
- 3/4" REBAR FOUND
- 1 1/4" REBAR FOUND
- 1" IRON PIPE FOUND
- 1 1/4" X 18" REBAR SET 4.30 LBS/FT
  ALL OTHER LOT CORNERS SET WITH A 3/4" X 18" REBAR WEIGHING 1.502 LBS/FT
- ( ) RECORDED AS

SURVEYOR NOTE

1. 30' WIDE UTILITY EASEMENT
2. AREA OWNED BY OTHERS?? NOT DEFINED BY CSM #4939

1' CONTOURS DERIVED FROM PORTAGE COUNTY GIS DATA.

DEVELOPER

ANDERSON DEVELOPMENT COMPANY, LLC
5597 HWY 10 EAST
STEVENS POINT, WI 54482

SURVEYOR

ERNEST WOORSTER, PLS #1741
RETTLER CORPORATION
3317 BUSINESS PARK DRIVE
STEVENS POINT, WI 54482
PHONE (715)341-2633
FAX (715)341-0431

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RETTLER corporation
3317 Business Park Drive, Stevens Point, WI 54482
Telephone 715 - 341 - 2633, Fax 715 - 341 - 0431
email: info @ rettler.com, website: www.rettler.com

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

_____
Department of Administration

FOREST CREEK SUBDIVISION

A SUBDIVISION PLAT OF FOREST CREEK SUBDIVISION, BEING LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 4939, VOLUME 17, PAGE 194 & 194A, BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 26, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, ERNEST WOORSTER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF ANDERSON DEVELOPMENT COMPANY LLC, I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING DESCRIBED PARCEL OF LAND.

A PARCEL OF LAND CONTAINING 1,166,334 SQUARE FEET (26.78 ACRES) BEING LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 4939, VOLUME 17, PAGE 194 & 194A, LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 26, TOWNSHIP 24 NORTH, RANGE 8 EAST, TOWN OF HULL, PORTAGE COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS:

PARCEL 1 (LOT 1 - LOT 33)

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 8 EAST;

THENCE S 89°57'31" W, 21.92 FEET TO THE WEST RIGHT OF WAY OF BRILOWSKI ROAD AND BEING THE POINT OF BEGINNING 1 OF THIS DESCRIPTION;

THENCE S 00°04'02" W, ALONG SAID WEST RIGHT OF WAY 330.44 FEET;

THENCE S 89°54' 24" W, ALONG THE NORTH LINE OF LOT 3, CERTIFIED SURVEY MAP NO. 4939, 140.49 FEET;

THENCE S 00°03'18" E, ALONG THE WEST LINE OF SAID LOT 3, 281.80 FEET TO THE NORTH RIGHT OF WAY OF GOLLA ROAD;

THENCE N 89°57'56" W, ALONG SAID RIGHT OF WAY, 668.33 FEET;

THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY, 192.00 FEET ALONG THE ARC OF A CURVE, CENTER WHICH LIES TO THE SOUTHWEST, RADIUS 361.78 FEET, DELTA ANGLE OF 30°24'28", A CHORD BEARING WHICH BEARS S 74°49'40" W, 189.76 FEET;

THENCE S 59°22'36" W, ALONG SAID RIGHT OF WAY, 216.69 FEET;

THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY, 176.83 FEET ALONG THE ARC OF A CURVE, CENTER WHICH LIES TO THE NORTH, RADIUS 684.33 FEET, DELTA ANGLE OF 14°48'19", A CHORD BEARING WHICH REARS S 67°51'45" W, 176.34 FEET;

THENCE S 75°15'40" W, ALONG SAID RIGHT OF WAY 264.97 FEET TO THE SOUTHWEST CORNER OF LOT 2, CERTIFIED SURVEY MAP NO. 4939;

THENCE N 00°22'00" W, ALONG WEST LINE OF SAID LOT 2, 911.20 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE N 89°57'31" E, ALONG NORTH LINE OF SAID LOT 2 , 1614.99 FEET TO THE POINT OF BEGINNING 1, THERE TERMINATING.

PARCEL 2 (LOT 34 - LOT 39)

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 8 EAST;

THENCE S 00°13'38" W, ALONG THE EAST LINE OF SOUTHEAST QUARTER, 1289.19 FEET;

THENCE S 89°55'18" W, 1301.88 FEET TO THE SOUTHEAST CORNER OF LOT 1, CERTIFIED SURVEY MAP NO. 4939 ALSO BEING THE NORTH RIGHT OF WAY OF REGENT STREET AND POINT OF BEGINNING 2;

THENCE CONTINUING S 89°55'18" W, ALONG THE SOUTH LINE OF SAID LOT 1, 331.89 FEET;

THENCE N 00°22'00"W, ALONG THE WEST LINE OF SAID LOT 1, 310.90 FEET TO THE SOUTH RIGHT OF WAY OF GOLLA ROAD;

THENCE N 75°15'40" E, ALONG SAID RIGHT OF WAY, 281.83 FEET;

THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY, 60.78 FEET ALONG THE ARC OF A CURVE, CENTER WHICH LIES TO THE NORTH, RADIUS 746.07 FEET, DELTA ANGLE OF 4°40'04", A CHORD BEARING WHICH BEARS N 72°56'58" E, 60.77 FEET;

THENCE S 00°27'39" E, ALONG THE EAST LINE OF SAID LOT 1, 399.97 FEET TO THE POINT OF BEGINNING 2, THERE TERMINATING.

THAT I HAVE COMPLIED FULLY WITH THE CURRENT PROVISIONS OF CHAPTER 236 AND CHAPTER A-E7 OF THE REVISED WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE PORTAGE COUNTY IN SURVEYING, DIVIDING, AND MAPPING.

THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED.

CERTIFIED THIS _____DAY OF _____, 2022

SIGNED:_____
ERNEST WOORSTER PLS 1741

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

ANDERSON DEVELOPMENT COMPANY LLC, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED, AS REPRESENTED ON THIS PLAT.

ANDERSON DEVELOPMENT COMPANY LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY s.236.10 OR s.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

STATE OF WISCONSIN-DEPARTMENT OF ADMINISTRATION
CITY OF STEVENS POINT

WITNESS THE HAND AND SEAL OF SAID OWNERS THIS_____DAY OF_____, 2022.

IN THE PRESENCE OF:

SIGNED_____
JAMES ANDERSON

STATE OF WISCONSIN)
PORTAGE COUNTY)SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2022.
ANDERSON DEVELOPMENT COMPANY, REPRESENTED BY JAMES ANDERSON, TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT.

_____
NOTARY PUBLIC MY COMISSION EXPIRES

CITY OF STEVENS POINT APPROVAL CERTIFICATE

THE FOREGOING SUBDIVISION PLAT, FOREST CREEK SUBDIVISION, HAS BEEN SUBMITTED TO THE CITY OF STEVENS POINT FOR REVIEW AND APPROVAL AS TO CONFORMITY WITH CITY ORDINANCES, CITY ROADS, CITY EASEMENTS AND OTHER CITY PROPERTY AS THE CASE MAY BE,

THIS _____DAY OF _____, 2022

_____
MIKE WIZA, MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL.

_____
KARI YENTER, CITY CLERK

STATE OF WISCONSIN)
COUNTY OF PORTAGE) SS

I, KARI YENTER, BEING THE DULY ELECTED, QUALIFIED AND ACTING CLERK OF THE CITY OF STEVENS POINT, PORTAGE COUNTY, DO HEREBY CERTIFY THAT THE COMMON COUNCIL OF THE CITY OF STEVENS POINT PASSED RESOLUTION NUMBER_____ ON _____, 2022, AUTHORIZING ME TO ISSUE A CERTIFICATE OF APPROVAL OF THE FINAL PLAT OF "FOREST CREEK SUBDIVISION", UPON SATISFACTION OF CERTAIN CONDITIONS, AND I DO HEREBY CERTIFY THAT ALL CONDITIONS WERE SATISFIED AND THE APPROVAL WAS GRANTED AND EFFECTIVE ON THE _____DAY OF _____, 2022

_____
KARI YENTER, CITY CLERK

COUNTY TREASURER CERTIFICATE

I, PAMELA R. PRZYBELSKI, PORTAGE COUNTY TREASURER, DO HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF

THIS_____DAY OF_____, 2022, AFFECTING THE PLAT OF "FOREST CREEK SUBDIVISION".

SIGNED_____
PAMELA R. PRZYBELSKI

CITY TREASURER CERTIFICATE

I, COREY LADICK, CITY OF STEVENS POINT TREASURER, DO HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF

THIS_____DAY OF_____, 2022, AFFECTING THE PLAT OF "FOREST CREEK SUBDIVISION".

SIGNED_____
COREY LADICK

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

ANDERSON DEVELOPMENT COMPANY LLC, GRANTOR, TO

WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE,
AT&T TELECOMMUNICATIONS COMPANY, GRANTEE, AND
CHARTER COMMUNICATIONS/SPECTRUM TELECOMMUNICATIONS COMPANY, GRANTEE,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED “UTILITY EASEMENT” WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CROSSING THE UTILITY EASEMENT AS THE UTILITY EASEMENT(S) ARE NON-EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

DEVELOPER

ANDERSON DEVELOPMENT COMPANY, LLC
5597 HWY 10 EAST
STEVENS POINT, WI 54482

SURVEYOR

ERNEST WOORSTER PLS#1741
RETTLER CORPORATION
3317 BUSINESS PARK DRIVE
STEVENS POINT, WI 54482
PHONE (715)341-2633
FAX (715)341-0431

THIS INSTRUMENT WAS DRAWN AND DRAFTED BY: ERNEST WOORSTER & ANDREW COFRAN

SHEET 2 OF 2 SHEETS

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RETTLER corporation
3317 Business Park Drive, Stevens Point, WI 54482
Telephone: 715-341-2633, Fax: 715-341-0431
email: info @ rettler.com, website: www.rettler.com

RESOLUTION

[ACCEPTANCE OF DEDICATION OF LAND FOR RIGHT-OF-WAY PURPOSES – ELIZABETH AVENUE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, does hereby accept the dedication of 18,972.8 square feet of land for right-of-way purposes. The aforementioned land is located on an unaddressed parcel off of Elizabeth Avenue (Parcel ID 281240836240005) and is described as LOT 3 CSM#011705 DOC-892548 BNG PRT SENW S36 T24 R8 3.398A 892534**,** City of Stevens Point, Portage County, Wisconsin.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 7, 2022
Adopted: November 21, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

892548

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
10/21/2022 09:15 AM

REC FEE: 30.00
TRANSFER FEE:
PAGES: 2
FEE EXEMPT:

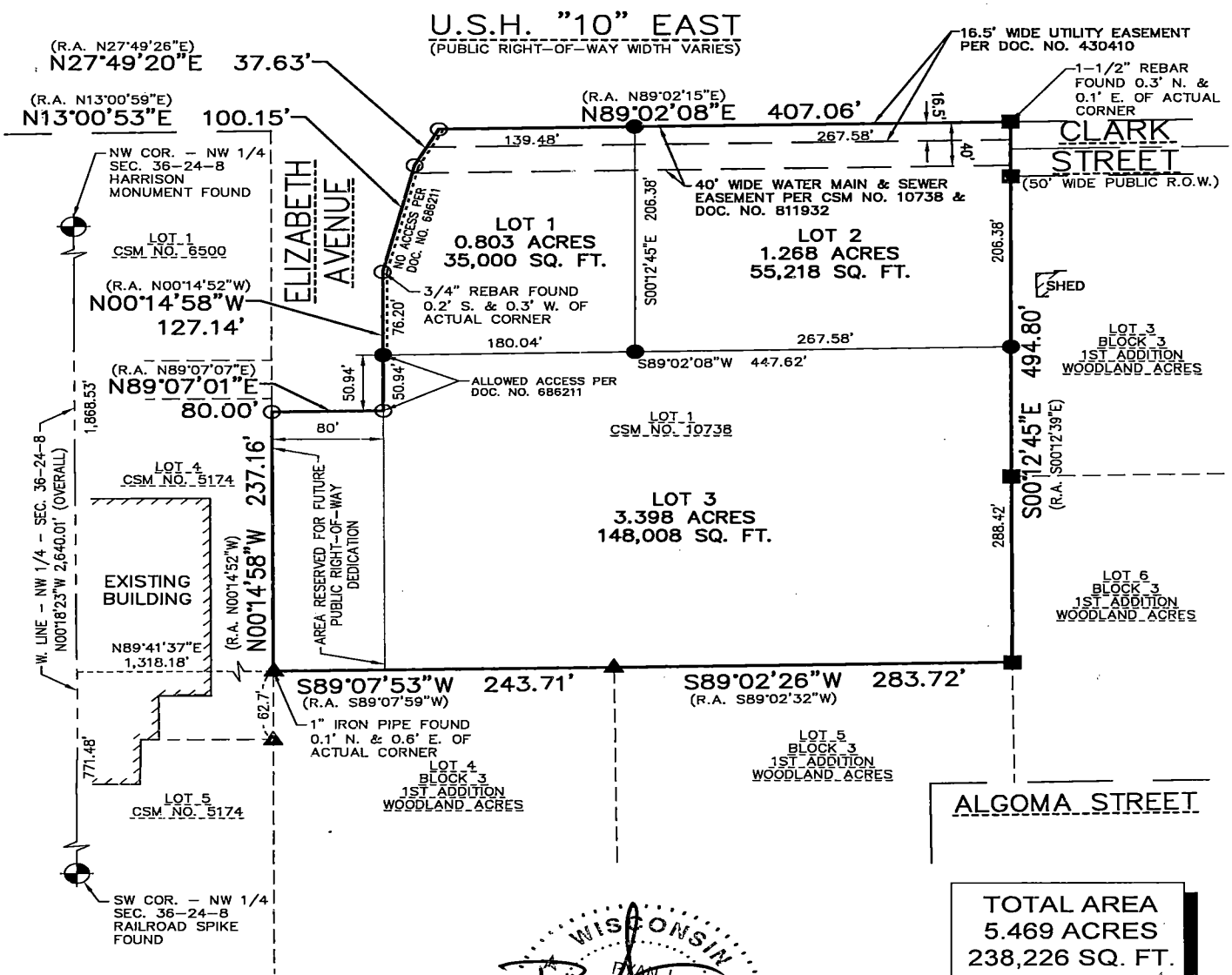
CSM #011705

CERTIFIED SURVEY MAP NO. _____

FOR

CORTA STEVENS POINT 2, LLC

LOT 1, CSM NO. 10738, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 36, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.



TOTAL AREA
5.469 ACRES
238,226 SQ. FT.

LEGEND

- ● – 3/4" x 18" REBAR SET WEIGHING 1.50 LBS/FT.
- ■ – 1-1/2" REBAR FOUND
- ○ – 3/4" REBAR FOUND
- ▲ – 1" IRON PIPE FOUND

(R.A.) "RECORDED AS" INFORMATION

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, PORTAGE COUNTY. THE NORTHWEST 1/4 OF SECTION 36 HAS A BEARING OF NORTH 00°-18'-23" WEST

1"= 120'

120' 0 120' 240'

SCALE FEET

WISCONSIN
RYAN J. WILLGREEN
S-2647
FOND DU LAC WI
LAND SURVEYOR
10/17/22

OWNER:
CORTA STEVENS POINT 2, LLC
16232 SW 92ND AVE
PALMETTO BAY, FL 33157

SHEET 1 OF 2 SHEETS

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9500
www.EXCELENGINEER.com
JOB NO. 2253720

CERTIFIED SURVEY MAP NO. _____

LOT 1, CSM NO. 10738, LOCATED IN PART OF
THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4,
SECTION 36, TOWNSHIP 24 NORTH, RANGE 8 EAST,
CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

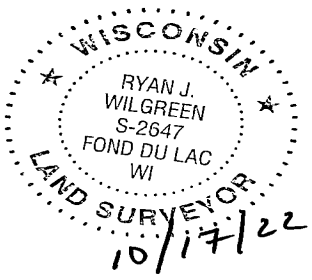
That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of Corta Stevens Point 2, LLC bounded and described as follows:

Lot 1 of Certified Survey Map No. 10738 recorded in Volume 49 of Certified Survey Maps on Page 18 in the Portage County Register of Deeds Office as Document No. 812124, located in part of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin containing 5.469 acres (238,226 sq. ft.) of land more or less.

That such is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Stevens Point in surveying, dividing and mapping the same.



Ryan Wilgreen, P.L.S. No. S-2647
ryan.w@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935
Project Number: 2253720

I hereby certify this map and accompanying information is (approved) (conditionally approved) pursuant to the Building and Safety Ordinances of Stevens Point on the basis of the following (facts) (conditions):

Community Development Office

SHEET 2 OF 2 SHEETS

RESOLUTION

[CONDITIONAL USE PERMIT – 5001 JOERNS DRIVE – CONSTRUCT BUSINESS INCUBATORS]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 5001 Joerns Drive **(Parcel ID 281230802200042)** and described as LOT 1 CSM#011622 DOC-885654 BNG PRT NWNW & NENW S2 T23 R8 28.753A 691916;821337;833629;833630;836215, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to construct multiple business incubator structures, subject to the following conditions:

1. The driveway connecting the ten structures with Coye Drive shall be surfaced with a hard surfacing material meeting applicable Zoning Code requirements, subject to the review and approval of the Zoning Administrator.
2. A parking plan shall be submitted that shows the location of proposed parking areas, subject to the review and approval of the Zoning Administrator meeting applicable Zoning Code requirements.
3. The planned swale shall be designed meeting applicable stormwater control best practices, subject to the review and approval of Utilities Department staff.
4. A building permit shall be obtained prior to the start of construction.
5. Staff shall have the ability to approve minor amendments to the site plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: September 7, 2022
Adopted: September 21, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF STEVENS POINT

Unaddressed parcels off of Highway 10 East and Badger Avenue (PID's 020240825-16.02, 020240825-16.03, 020240836-01.02, 020240836-02.03 & 020240836-02.07)

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

SECTION I: Territory Annexed. Pursuant to Wis. Stat. §66.0223(1), the following described territory shall be detached from the Town of Hull, Portage County, Wisconsin and is annexed to the City of Stevens Point, Portage County, Wisconsin:

The land description is attached hereto as Exhibit 'A' and a scale Annexation Map is attached hereto as Exhibit 'B' and shall become a part of this ordinance.

SECTION II: Effect of Annexation. From and after the date of this ordinance, the territory described in Section I shall be part of the City of Stevens Point for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Stevens Point and school district.

SECTION III: Zoning Classification. All such land being annexed to the City of Stevens Point shall be temporarily designated "R-LD" Low Density Residence District for zoning purposes. Permanent zoning shall be approved by the Common Council of the City of Stevens Point.

SECTION IV: State Legislative, County Supervisory, and City Aldermanic District Designation. The territory described in Section I lying in the **Town of Hull** shall remain a part of the 24th State Senate District, 70th State Assembly District, shall remain a part of the 12th County Board Supervisory District, become part of the 7th Aldermanic District, and shall become part of the 20th Ward of the City of Stevens Point subject to the ordinances, rules and regulations of the City, County and State governing districts.

SECTION V: Population. The population of the annexed territory is three (3) persons.

SECTION VI: Severability. If any provision of this ordinance is invalid or unconstitutional or if the application of this ordinance to any person or

circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION VII: Tax Payment. Pursuant to Wis. Stat. §66.0217(14) the City of Stevens Point shall pay annually to the Town of Hull for a period of five years, an amount equal to the amount of property taxes that the Town levied for municipal purposes on the annexed territory, as shown by the tax roll under Wis. Stat. §70.65 in the year in which the annexation is final.

SECTION VIII: Review. The annexation of City-owned property is not subject to review by the Department of Administration pursuant to Wis. Stat. §66.0223.

SECTION IX: Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 7, 2022

Adopted:

Published:

This instrument drafted by:
Adam Kuhn
Community Development
City of Stevens Point

EXHIBIT ‘A’

ANNEXATION LEGAL DESCRIPTION

All of Lot 2 of Portage County Certified Survey Map Number 8701-35-81, part of Outlot 1 of Portage County Certified Survey Map Number 7253-26-183 located in the Northwest Quarter of the Northeast Quarter of Section 36, that part the Northeast Quarter of the Northeast Quarter of Section 36, and that part of the Southeast Quarter of the Southeast Quarter of the Section 25, Township 24 North, Range 8 East, Town of Hull, Portage County, Wisconsin, more particularly described as follows:

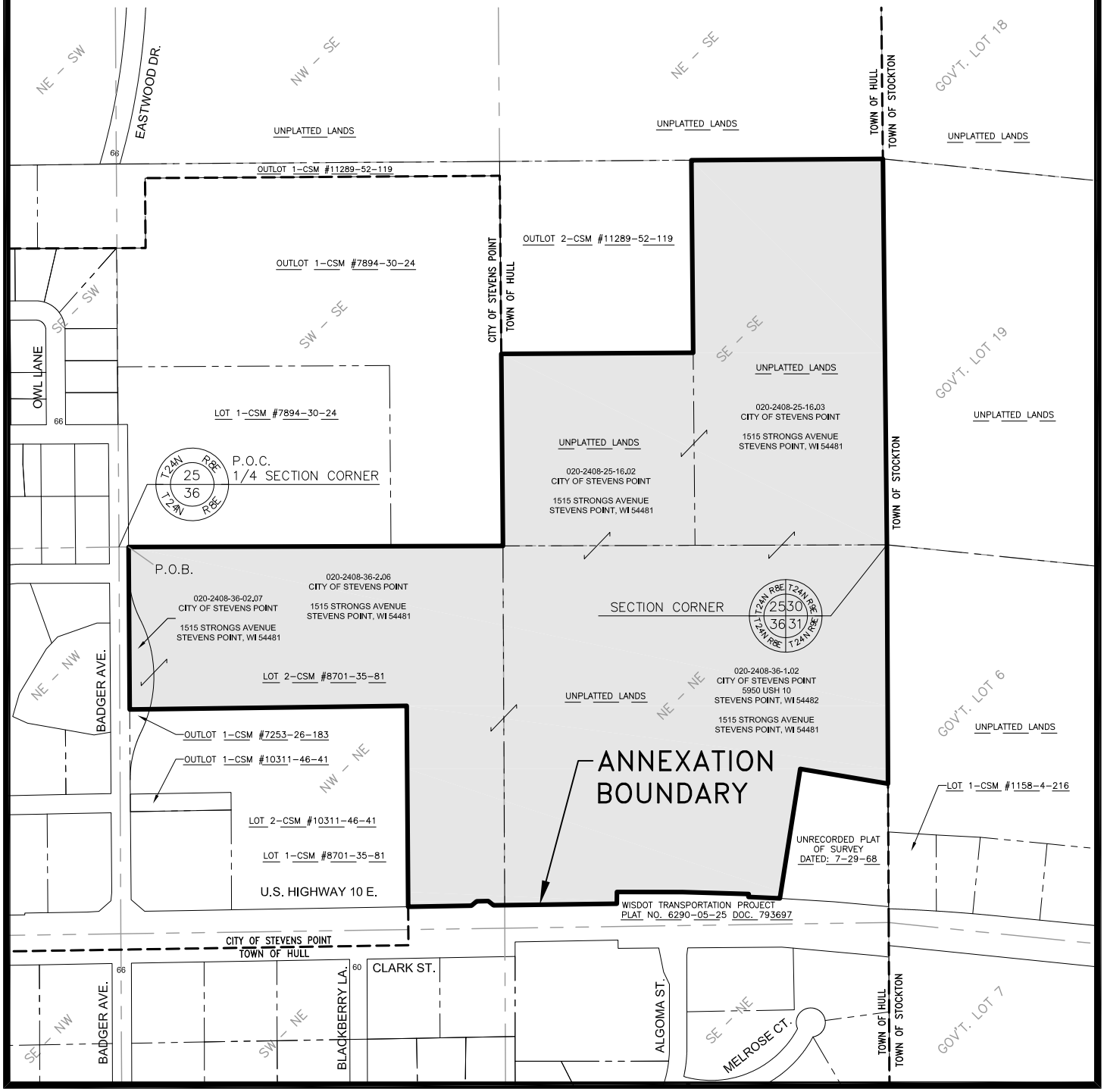
Commencing at the north quarter corner of said Section 36; thence North 89 degrees 54 minutes 49 seconds East along the north line of the Northwest Quarter of the Northeast Quarter of said Section 36 a distance of 33.00 feet to the east line of the west 33 feet of said Northwest Quarter of the Northeast Quarter of Section 36, the northwest corner of Lot 2 of Portage County Certified Survey Map Number 8701-35-81, and the point of beginning; thence South 00 degrees 23 minutes 15 seconds East along said east line 556.87 feet to the westerly extension of the north line of Lot 2 of Portage County Certified Survey Map Number 10311-46-41; thence North 89 degrees 07 minutes 19 seconds East along said westerly extension and the north line of Lot 2 a distance of 952.63 feet to the northeast corner thereof; thence South 00 degrees 23 minutes 15 seconds East along the east line of said Lot 2 a distance of 695.44 feet to the north right of way line of U.S. Highway 10 and the southeast corner of Lot 1 of said Portage County Certified Survey Map Number 8701-35-81; thence North 89 degrees 07 minutes 19 seconds East along said north right of way line 216.18 feet; thence North 49 degrees 19 minutes 21 seconds East along said north right of way line 23.43 feet; thence North 89 degrees 07 minutes 41 seconds East along said north right of way line 40.00 feet; thence South 50 degrees 59 minutes 46 seconds East along said north right of way line 23.50 feet; thence North 89 degrees 02 minutes 40 seconds East along said north right of way line 40.72 feet; thence North 89 degrees 01 minutes 25 seconds East along said north right of way line 407.77 feet; thence North 00 degrees 58 minutes 35 seconds West along said north right of way line 40.18 feet; thence easterly along said north right of way line along the arc of a 7,737.85 foot radius curve, not tangent to the last described course, center to the south, the chord bears South 89 degrees 18 minutes 21 seconds East 452.43 feet; thence South 02 degrees 22 minutes 10 seconds West along said north right of way line 10.00 feet; thence southeasterly along said north right of way line along the arc of a 7,727.85 foot radius curve, not tangent to the last described course, center to the south, to the northwesterly line of lands recorded with the Portage County Register of Deeds in Warranty Deed Volume 273, Page 695, as platted on unrecorded survey dated July 29, 1968; thence North 10 degrees 04 minutes 18 seconds East along said northwesterly line to the northeasterly line of said lands; thence South 80 degrees 42 minutes 48 seconds East along said northeasterly line 315.00 feet to the east line of the Northeast Quarter of the Northeast Quarter of said Section 36; thence north along said east line to the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 25; thence north along the east line of said Southeast Quarter of the Southeast Quarter of Section 25 to the northeast corner thereof; thence west along the north line of said Southeast Quarter of the Southeast Quarter of Section 25 to the northeast corner of Outlot 2 of Portage County Certified Survey Map Number 11289-52-119; thence South 00 degrees 32 minutes 42 seconds East along the east line of said Outlot 2 a distance of 662.57 feet to the southeast corner thereof; thence South 89 degrees 40 minutes 47 seconds West along the south line of

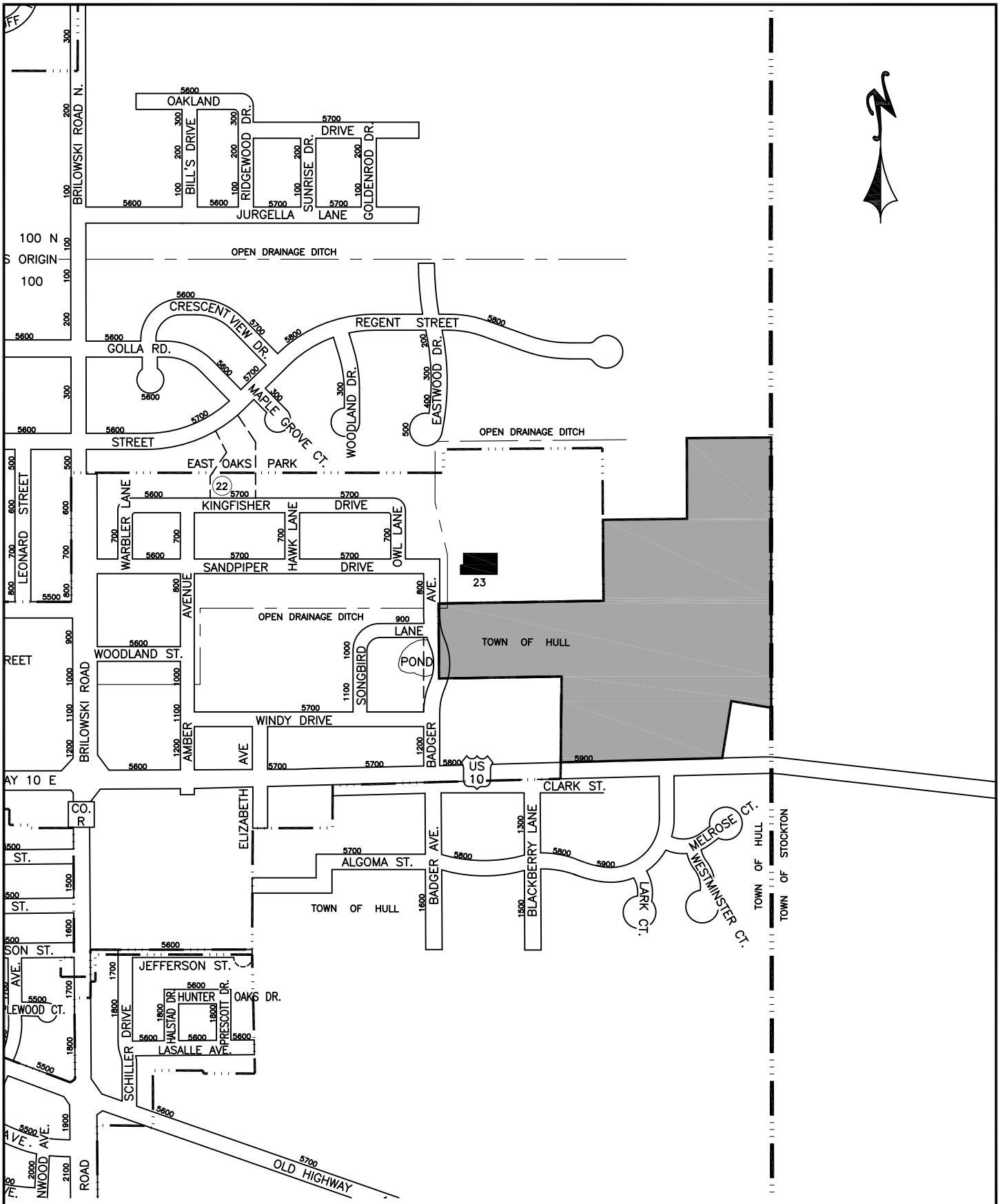
said Outlot 2 a distance of 658.82 feet to the southwest corner thereof and the east line of Outlot 1 of Portage County Certified Survey Map Number 7894-30-24; thence South 00 degrees 16 minutes 33 seconds East along said east line 661.66 feet to the northeast corner of said Lot 2 of Portage County Certified Survey Map Number 8701-35-81; thence South 89 degrees 54 minutes 49 seconds West along the north line of said Lot 2 a distance of 1,287.12 feet to the point of beginning and there terminating.

Said annexation contains approximately 85 acres.

EXHIBIT 'B'

ANNEXATION MAP





THIS ANNEXATION
INCLUDING 5950 HWY 10 EAST

	LICENSE AGREEMENT	
Document Number	Document Title	

Recording Area

Name and Return Address:
City of Stevens Point
c/o City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

PIN: **281240832200507**

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."

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 Government

Lot 1 of Section 32, T24N, R8E, 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)

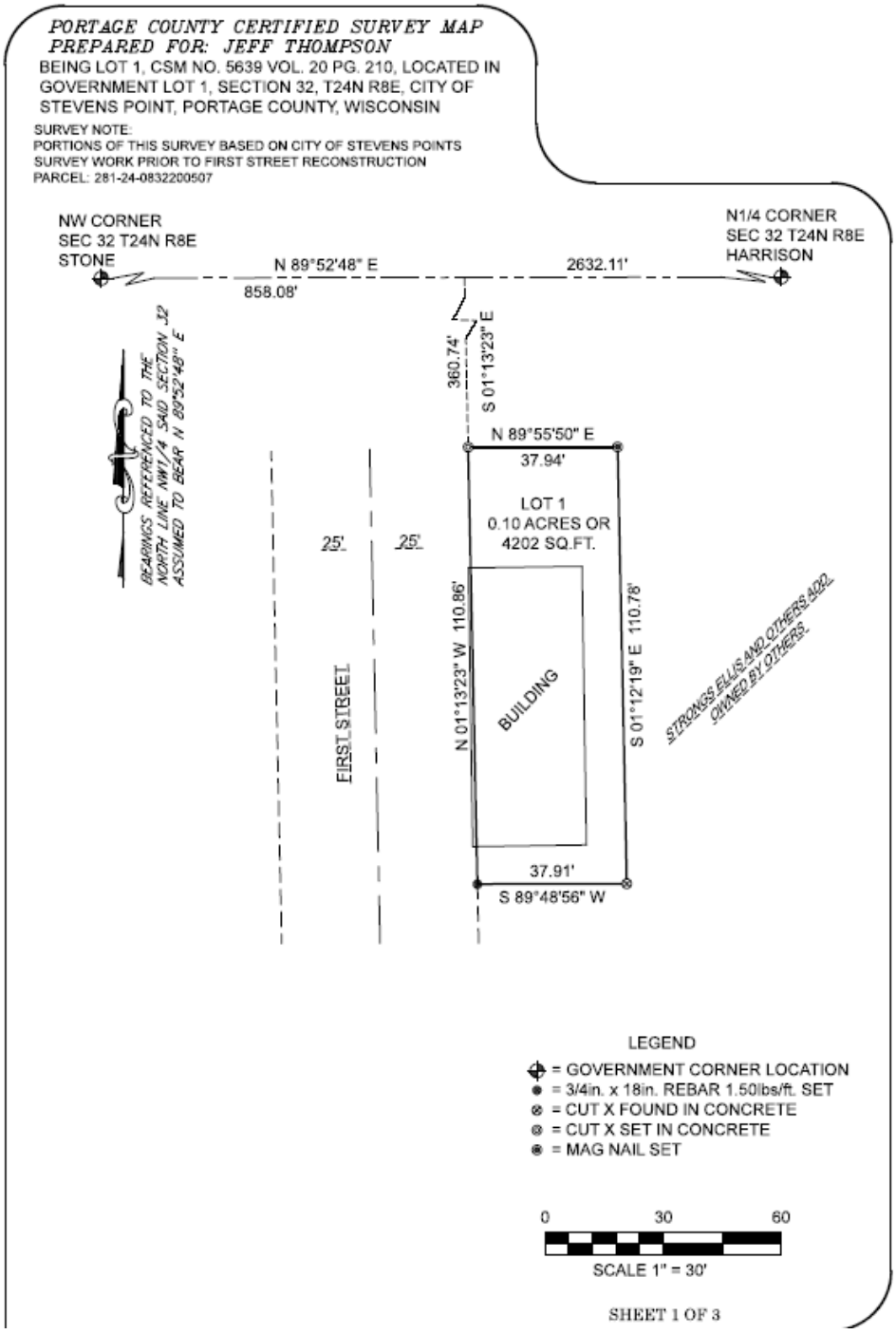
Personally came before me this day of _____, 2022, the above-named Mike Wiza, Mayor for the City of Stevens Point, and Kari Yenter, City Clerk for the City of Stevens Point, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Notary Public, Wisconsin
My Commission Expires: _____

EXHIBIT A
Legal Description of the Property

Lot 1 of Portage County Certified Survey Map Number 011672, located in Government Lot 1 of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

EXHIBIT B
License Area



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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that the Common Council of the City of Stevens Point has declared its intention to exercise its police power under Section 66.0703(1)(a), Wisconsin Statutes to levy special assessments upon property within the following described area for special benefits conferred upon such property by improvement to such areas:

A. FOR INSTALLATION OF STORM SEWER LATERALS - PROJECT # 21-01.

1) All property fronting upon both sides of ***Fifth Avenue*** from its intersection with Front Street to its intersection with Second Street.

2) All property fronting upon both sides of ***Forest Street*** from its intersection with Franklin Street to its intersection with Bukolt Avenue.

3) All property fronting upon both sides of ***West Street*** from its intersection with Fourth Avenue to its intersection with Bukolt Avenue.

4) All property fronting upon both sides of ***First Street*** from its intersection with Second Street to its intersection with Bukolt Avenue.

5) All property fronting upon both sides of ***Bukolt Avenue*** from its intersection with Second Street to its intersection with Meadow Street.

6) On property fronting upon a portion of the west side of ***Frederick Street*** from its intersection with Fifth Avenue to its intersection with Bukolt Avenue.

The report of the Board of Public Works showing final plans and specifications, actual cost of improvements and proposed assessments are on file in the City Clerk's office and may be inspected there during any business day between the hours of 7:30 a.m. and 4:00 p.m.

You are further notified that the Common Council will hear all interested persons or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the report of the Board of Public Works at 7:00 p.m. on the 21st day of November 2022. All objections will be considered at the hearing and thereafter the amount of assessments will be finally determined.

Kari Yenter, City Clerk

Publish: November 11, 2022

FINAL RESOLUTION

WHEREAS, the Common Council of the City of Stevens Point, Wisconsin, held a public hearing at the Community Room at the Stevens Point Police Department at 7:00 P.M. on the 21st day of November, 2022, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Board of Public Works on the proposed public improvement consisting of the following:

A. FOR INSTALLATION OF STORM SEWER LATERALS - PROJECT # 21-01.

1) All property fronting upon both sides of ***Fifth Avenue*** from its intersection with Front Street to its intersection with Second Street.
2) All property fronting upon both sides of ***Forest Street*** from its intersection with Franklin Street to its intersection with Bukolt Avenue.
3) All property fronting upon both sides of ***West Street*** from its intersection with Fourth Avenue to its intersection with Bukolt Avenue.
4) All property fronting upon both sides of ***First Street*** from its intersection with Second Street to its intersection with Bukolt Avenue.
5) All property fronting upon both sides of ***Bukolt Avenue*** from its intersection with Second Street to its intersection with Meadow Street.
6) On property fronting upon a portion of the west side of ***Frederick Street*** from its intersection with Fifth Avenue to its intersection with Bukolt Avenue.

; and proposed assessments against benefitted property, and heard all persons who desired to speak at the hearing.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Stevens Point, Wisconsin, determines as follows:

1. The report of the Board of Public Works, pertaining to installation of the above described public improvements, including plans and specifications and assessments set forth therein, is adopted and approved.

2. That the Board of Public Works has advertised for bids and has provided for the supervision of construction of the improvements in accordance with the report of the Director of Public Works.

3. That payment of the improvements be made by assessing the entire cost to the property benefitted as indicated in the report.

4. That the assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed.

5. That the assessments for all projects included in the report are hereby combined as a single assessment but any and all interested property owner may object to each assessment separately or all assessments jointly for any purpose.

6. That the assessments may be paid in cash or in five (5) annual installments at an interest rate of 2.25% per annum on the unpaid balance. Ten (10) annual installments is available at an interest rate of 3.75% per annum upon written request. A property owner shall have not more than 30 days in which to pay the balance in whole to avoid interest charges.

7. That the City Clerk shall publish this resolution as a Class I notice in the assessment district and mail a copy of this resolution and a statement of the final proposed assessment against the benefitted property to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: October 18, 2022
Approved: November 21, 2022
Published: November 25, 2022

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

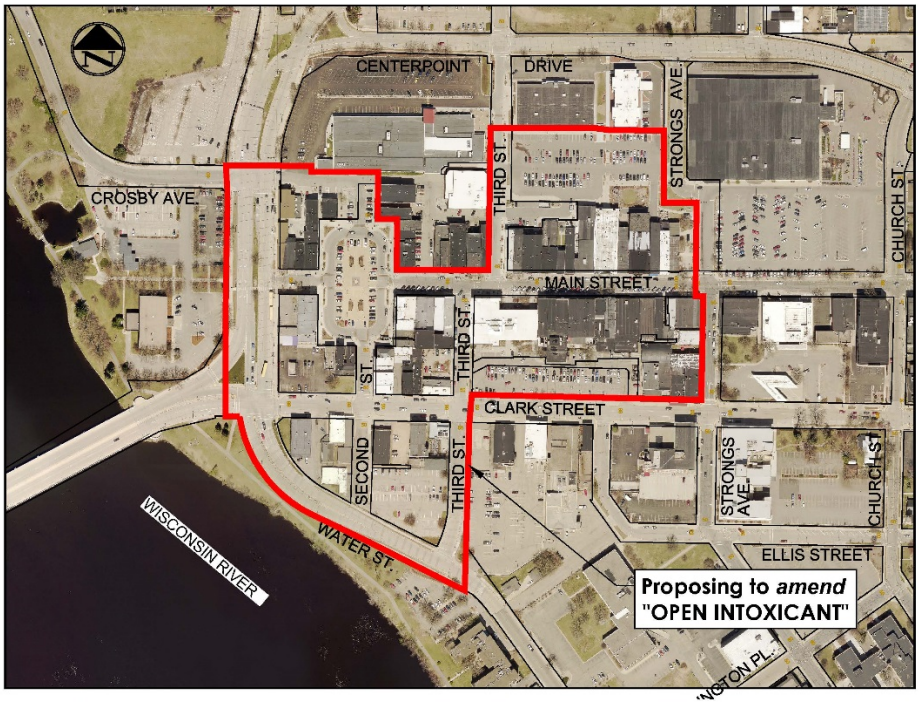
The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That subsection 24.03 of the Revised Municipal Code, Possession of or Drinking Fermented Malt Beverages or Intoxicating Liquor on Public Ways, is hereby **amended** to read as follows:

24.03 POSSESSION OF OR DRINKING FERMENTED MALT BEVERAGES OR INTOXICATING LIQUOR ON PUBLIC WAYS. Whoever has in his/her possession any open can, bottle, or other vessel containing malt beverages or intoxicating liquor, or who shall drink from the same on any public way, public street, sidewalk, boulevard, parkway, safety zone, alley or public parking lot, or on and/or in any motor vehicle parked on a public way, public street, alley, or parking lot shall suffer a forfeiture not to exceed $100 and in lieu of such payment assessed, imprisonment for not more than thirty (30) days in the county jail. ~~The exception being that, at such times and such places as may be specifically excepted temporarily from the provisions hereof by order of the common council.~~

The Common Council may from time to time authorize exceptions to this Section for specific times and places. Such exceptions may be ordered as part of a Special Events Permit issued under RMC 12.28 or as an order issued by the Common Council under this Section. If such an order is incorporated as part of a Special Events Permit, the City Clerk's Office is authorized to approve the exception for any future repeats of the same special event, provided that such Special Events Permit does not otherwise require approval by the Common Council pursuant to the provisions of RMC 12.28.

This Section shall not apply to the Downtown area as defined in the image below. This exception shall apply from 12:00 P.M. until 9:00 P.M. daily. This exception shall not apply to glass containers.



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

APPROVED:_____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: October 20, 2022
Approved: November 21, 2022
Published: November 25, 2022

SPECIAL EVENT PERMIT APPLICATION

OFFICE USE ONLY:
DATE: _____
AMOUNT: _____
RECEIPT: _____

Application Fee: $35

☐ Exempt (Veterans, Schools, Funerals) ☐ Small (Less Than 100 Attendees)
☒ Medium (100-500 Attendees) ☐ Large (500+ Attendees)

Insurance: Medium and Large Events are required by City Ordinance 12.28(6)b to submit a Certificate of Insurance providing minimum combined single bodily injury and property damage of $1,000,000.

1. Please Select One: ☐ New Event ☒ Return Event as Previously Presented ☐ Return Event w/ Changes
2. Name of Event: Santa & Reindeer (It's a Downtown Christmas)
3. Name of Sponsoring Person or Organization: Stevens Point Alliance - Downtown Point
   Address: P.O. Box 675 City: Stevens point State: WI Zip Code: 54481
   Is this a 501 (C-3) non-profit organization? ☐ Yes ☑ No If Yes, Tax Exempt #: _____
4. Contact Person: Kathy Johnson
   Phone: 715-544-1262 Email: kathyjohnson@sunsetpointwinery.com Fax: _____
   Address: P.O. Box 675 City: Stevens Point WI State: WI Zip Code: 54481
5. Event Type: (Check All That Apply and Describe: Run/Walk, Concert, Festival, Picnic, Etc.)
   - ☑ Athletic Event: _____
   - ☐ Financial Gain Event on City Property: _____
   - ☑ Free Public Event on City Property: Santa and 2 Reindeer, FREE Hot COCO and maybe cookies
   - ☐ Private Event: _____
   - ☐ Other: _____
6. Event Date(s): December 10, 2022 Event Start Time: 1:00 pm Event End Time: 4:00 pm
7. Set Up Date and Time: 12:00 PM
8. Event Assembly Location: Mathias Public Square Downtown
   Event Dispersal Location (if different from Assembly Location): _____
9. Estimated Attendance Of:
   Participants/Vendors: 3 Spectators/Attendees: unknown Vehicles: 2 Animals: 2
10. Site Plan/Map of Event Attached [REQUIRED]: ☑ Yes ☐ No
    (Include Locations of Vendors, Tents, Portable Restrooms, Etc.)
11. Street Closures Required? ☐ Yes ☑ No (If "Yes" Certificate of Insurance providing minimum combined single bodily injury and property damage of $1,000,000 is required regardless of event size).
12. List of Street Blocks to Close for Event: No STREEts closed maybe use a couple parking spots for Reindeer Trailer
13. Briefly Describe Your Event (You May Attach Additional Pages, If Needed):
    Live reindeer are hired from Noel Productions same as last year. They come with professional staff dressed as Elfes and reindeer are in an enclosed portable corel, not loose. They are licensed and insured. We also have Santa and his wife for photo op with the kids who come to see the Display. All this to take place infront of the Downtown Christmas Tree. This is now a Great Family Tradition on the Public Square. Continuing a great community Holiday / Christmas warm memories for all. This is our second year doing this. Thank you for last years approval. There were no incidents just great memories.
14. Do You Require Any Other Special Assistance from the City?
    N/A
15. Describe any additional needs from the City or City Facilities (Barricades, Fencing, Garbage Cans, City Facilities, Parks, etc.):
    N/A
16. Police Presence Needed? ☐ Police ☐ Auxiliary Officer (Contact Lt. Uitenbroek at buitenbroek@stevenspoint.com)
    Please Explain: That is up to City to deciced. Standard patrol was all we had last year.

16. Will You Have Any of the Following? Check the Appropriate Boxes:

		Yes	No			Yes	No
1	Admission/Entry Fee	☐	☑	10	Erection of Tents/Temporary Structures—Area Greater than 400sq. ft. (**Additional Permit Required**—Contact Fire Dept & Ask for Officer on Duty: 715-344-1833)	☐	☑
2	Alcoholic Beverages Served (**Additional Permit Required**—Contact City Clerk: 715-346-1569)	☐	☑	11	Financial Gain Activity	☐	☑
3	Amplification Equipment	☑	☐	12	Fireworks—Please Explain Below: (**Additional Permit Required**—Contact Fire Department & Ask for Officer on Duty: 715-344-1833)	☐	☑
4	Amusement Rides/Inflatables (**Certificate of Insurance Required**—Contact City Clerk's Office: 715-346-1569)	☐	☑	13	Food Prepared/Served (**Additional Permit Required**—Contact Portage County Health Dept: 715-345-5350 AND Fire Dept—Email the Fire Marshal at: sinnert@stevenspoint.com)	☑	☐
5	Boats/Snowmobiles/ATVs	☐	☑	14	Horses/Animals	☑	☐
6	Concession Sales	☐	☑	15	Musical Bands	☐	☑
7	Drive Anything Into the Ground (**Utility Location Required $25**—Contact Parks Department: 715-346-1531)	☐	☑	16	Portable Toilets	☐	☑
8	Electricity Needed	☑	☐	17	Vendor Displays/Sales	☑	☐
9	Erection of Tents/Temporary Structures—Area Less than 400sq. ft.	☑	☐				

Additional Explanation Here:

Free Hot COCO to be handed out.Maybe cookies. Stevens Point alliance will have a few small stuffed reindeer to sell as a memory builder. This was a requested by may guest last year.

We are a 501C6 non profit. This event is not a Financial gain event Free to public. The few dollars made from stuffed reindeer sales will not even come close to paying for this.

Small PA will be used for Christmas Music will guest wait to get a photo with sandat and Mrs. Clause. Will Need (Key) for power outlets and power on to the outlets.

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

NON-DISCRIMINATION, HOLD HARMLESS, INDEMNIFICATION AND DEFENSE

THE PERSON OR GROUP NAMED AS THE SPONSORING ORGANIZATION ON THIS APPLICATION WILL BE RESPONSIBLE FOR THE CONDUCT OF THE SPECIAL EVENT AND FOR THE CONDITION OF THE FACILITY. THE SPONSORING ORGANIZATION WILL NOT DENY ANY PERSON ANY BENEFIT OR OTHERWISE SUBJECT ANY PERSON TO DISCRIMINATION BECAUSE OF RACE, COLOR, CREED, NATIONAL ORIGIN, SEXUAL ORIENTATION, DISABILITY, RELIGION, GENDER IDENTITY, OR MEMBERSHIP IN ANY PROTECTED CLASS.

BY SIGNING THIS APPLICATION, THE SPONSORING PERSON OR ORGANIZATION LISTED ABOVE AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS HARMLESS AGAINST ALL CLAIMS, LIABILITY, LOSS, DAMAGE, OR EXPENSE INCURRED BY THE CITY ON ACCOUNT OF ANY INJURY TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY CAUSED BY OR RESULTING FROM THE ACTIVITIES FOR WHICH THE PERMIT IS GRANTED.

NOTHING CONTAINED WITHIN THIS AGREEMENT IS INTENDED TO BE A WAIVER OR ESTOPPELS OF THE CONTRACTING MUNICIPALITY OR ITS INSURER TO RELY UPON THE LIMITATIONS, DEFENSES, AND IMMUNITIES CONTAINED WITHIN WISCONSIN LAW, INCLUDING THOSE CONTAINED WITHIN WISCONSIN STATUTES §§ 893.80, 895.52, AND 345.05. TO THE EXTENT THAT INDEMINIFICATION IS AVAILABLE AND ENFORCEABLE, THE CITY OF STEVENS POINT OR ITS INSURER(S) SHALL NOT BE LIABLE IN INDEMNITY OR CONTRIBUTION FOR AN AMOUNT GREATER THAN THE LIMITS OF LIABILITY FOR MUNICPAL CLAIMS ESTABLISHED BY WISCONSIN LAW.

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

Signature of Applicant: Tony Hajnacki - President Stevens Point Alliance Date: 11/18/2022

**********Signature of Approval**********

Signature of City Clerk: Date:

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

Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
Fax: 715-346-1683

November 15, 2022

To: Common Council

Subject: 2023 Budget

At the November Council meeting, final adoption of the budget takes place. This is the culmination of a process that started internally back in July, and moved to the Council and general public in September with the presentation of the capital budget. A public hearing is held as one final opportunity for public feedback on the proposed budget. After the public hearing, there are three separate resolutions that need to be passed as part of final budget adoption, attached.

Also attached is the comprehensive list of changes since the operating budget was originally presented on October 25th. There have been several minor changes to special revenue and enterprise funds since the Finance Committee meeting. These were made in order to fully account for the updated cost of living adjustment (COLA).

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date	Created By
11/04/2022	WAGE INCREASE .3%	100.51.00300.1470	PARALEGAL	187.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.00300.1900	EMPLOYER CONTRIB/WISC RET.	12.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.00300.1910	EMPLOYER CONTRIB/S.S. TAX	14.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.10410.1200	ASSISTANT TO MAYOR SALARY	146.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.10410.1900	EMPLOYER CONTRIB/WISC RET.	10.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.10410.1910	EMPLOYER CONTRIB/S.S. TAX	11.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.10430.1165	HUMAN RESOURCE MANAGER	229.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.10430.1900	EMPLOYER CONTRIB/WISC RET.	16.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.10430.1910	EMPLOYER CONTRIB/S.S. TAX	18.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.12420.1161	TECHNICIAN'S WAGES	145.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.12420.1900	EMPLOYER CONTRIB/WISC RET.	20.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.12420.1910	EMPLOYER CONTRIB/S.S. TAX	62.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.14520.1129	ACCOUNTANT'S SALARY	208.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.14520.1254	FINANCE OFFICE MANAGER	249.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.14520.1274	TAX SPECIALIST	187.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.14520.1275	ACCOUNT CLERK I WAGES	146.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.14520.1900	EMPLOYER CONTRIB/WISC RET.	53.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.14520.1910	EMPLOYER CONTRIB/S.S. TAX	60.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.14520.1930	WORKERS COMPENSATION PRE	1.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.15540.1124	IT NETWORK ADMINISTRATOR	208.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.15540.1140	IT SUPPORT ANALYST	208.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.15540.1900	EMPLOYER CONTRIB/WISC RET.	29.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.15540.1910	EMPLOYER CONTRIB/S.S. TAX	32.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.16530.1166	ASS'T ASSESSOR SALARY	208.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.16530.1900	EMPLOYER CONTRIB/WISC RET.	14.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.16530.1910	EMPLOYER CONTRIB/S.S. TAX	16.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.16530.1930	WORKERS COMPENSATION PRE	3.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.20010.1256	MUNICIPAL COURT CLERK	187.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.20010.1900	EMPLOYER CONTRIB/WIS RET.	13.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.20010.1910	EMPLOYER CONTRIB/S.S. TAX	15.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1110	DIRECTORS SALARY	333.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1121	INSP SUPERINTENDENT SALARY	250.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1123	CITY PLANNER SALARY	416.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1131	BLDG INSPECTOR II WAGES	229.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1138	NEIGHBORHOOD IMPROV COOR	208.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1161	TECHNICIAN'S WAGES	145.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1250	ADMINISTRATIVE ASS'T WAGES	100.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1900	EMPLOYER CONTRIB/WISC RET.	125.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1910	EMPLOYER CONTRIB/S.S. TAX	141.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1930	WORKERS COMPENSATION PRE	29.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1115	POLICE CHIEF'S SALARY	292.00		11/04/2022	CFREEBERG

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date	Created By
11/04/2022	WAGE INCREASE .3%	100.52.20100.1128	ASST CHIEF'S SALARIES	542.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1201	RECORDS BUREAU SUPERVSR S		11,752.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1250	ADMINISTRATIVE ASS'T WAGES		6,073.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1251	ADMINISTRATIVE ASST II		4,097.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1440	CROSSING GUARDS WAGES	296.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1510	CLERICAL LONGEVITY		660.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1534	GENERAL OVERTIME WAGES - RB	3.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1900	EMPLOYER CONTRIB/WISC RET.		1,425.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1910	EMPLOYER CONTRIB/S.S. TAX		1,664.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.20100.1930	WORKERS COMPENSATION PRE		10.00-	11/04/2022	CFREEBERG
11/04/2022	MEDICAL INSURANCE ADJUSTMENT	100.52.20100.1950	MEDICAL INSURANCE PREM	6,685.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1113	FIRE CHIEF'S SALARY	333.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1125	ASSISTANT FIRE CHIEF	250.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1126	FIRE MARSHAL	211.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1127	BATTALION CHIEF WAGES	412.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1240	TRAINING OFFICER'S WAGES	114.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1250	ADMINISTRATIVE ASST II	167.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1900	EMPLOYER CONTRIB/WISC RET.	254.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1910	EMPLOYER CONTRIB/S.S. TAX	19.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25270.1930	WORKERS COMPENSATION PRE	32.00		11/04/2022	CFREEBERG
11/04/2022	MEDICAL INSURANCE ADJUSTMENT	100.52.25270.1950	MEDICAL INSURANCE PREM	4,602.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25300.1125	ASSISTANT FIRE CHIEF	291.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25300.1127	BATTALION CHIEF WAGES	275.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25300.1900	EMPLOYER CONTRIB/WISC RET.	12,123.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25300.1910	EMPLOYER CONTRIB/S.S. TAX	10.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25300.1930	WORKERS COMPENSATION PRE	25.00		11/04/2022	CFREEBERG
11/04/2022	MEDICAL INSURANCE ADJUSTMENT	100.52.25300.1950	MEDICAL INSURANCE PREM	3,069.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1110	DIRECTORS SALARIES	353.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1121	SUPERINTENDENT SALARIES	500.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1122	SURVEYOR SALARY	248.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1150	STAFF ENGINEER SALARY	249.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1167	PROJECT MANAGER SALARY	208.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1168	FLEET MANAGER	208.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1250	ADMINISTRATIVE ASS'T WAGES	270.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1270	ENGINEERING TECHNICIANS	561.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1285	STOCK CLERK WAGES	166.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1460	LTE WAGES	43.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1530	GENERAL OVERTIME WAGES	29.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1900	EMPLOYER CONTRIB/WISC RET.	188.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1910	EMPLOYER CONTRIB/S.S. TAX	215.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30100.1930	WORKERS COMPENSATION PRE	50.00		11/04/2022	CFREEBERG

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date	Created By
11/04/2022	MEDICAL INSURANCE ADJUSTMENT	100.53.30100.1950	MEDICAL INSURANCE PREM		16,027.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30397.1306	STREET MAINT WORKER WAGES		338.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30397.1530	GENERAL OVERTIME WAGES	1,219.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30397.1900	EMPLOYER CONTRIB/WISC RET.	60.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30397.1910	EMPLOYER CONTRIB/S.S. TAX	68.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.53.30397.1930	WORKERS COMPENSATION PRE		6.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.54.40910.1400	SEASONAL EMP WAGES	86.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.54.40910.1910	EMPLOYER CONTRIB/S.S. TAX	1.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.54.40910.1930	WORKERS COMPENSATION PRE	1.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1120	PARKS MAINT SUPERVISOR	249.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1315	LEADMAN WAGES	186.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1325	MAINT & GROUNDS WAGES	166.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1400	SEASONAL EMP WAGES	377.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1530	GENERAL OVERTIME WAGES	98.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1900	EMPLOYER CONTRIB/WISC RET.	101.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1910	EMPLOYER CONTRIB/S.S. TAX	120.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1930	WORKERS COMPENSATION PRE	34.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1110	DIRECTORS SALARIES	291.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1158	FACILITIES SUPERVISOR I	187.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1159	FACILITY SUPERVISOR II	166.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1250	ADMINISTRATIVE ASS'T WAGES		1,102.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1320	ICE CENTER MAINT WAGES	145.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1400	SEASONAL EMP WAGES	45.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1900	EMPLOYER CONTRIB/WISC RET.		21.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1910	EMPLOYER CONTRIB/S.S. TAX		20.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50300.1930	WORKERS COMPENSATION PRE	13.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50321.1400	SEASONAL EMP WAGES	71.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50321.1910	EMPLOYER CONTRIB/S.S. TAX	1.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50321.1930	WORKERS COMPENSATION PRE	1.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50421.1400	SEASONAL EMP WAGES	297.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50421.1910	EMPLOYER CONTRIB/S.S. TAX	4.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50421.1930	WORKERS COMPENSATION PRE	6.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.56.50100.1120	FORESTER SALARY	228.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.56.50100.1330	ARBORIST WAGES	166.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.56.50100.1400	SEASONAL EMP WAGES	205.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.56.50100.1900	EMPLOYER CONTRIB/WISC RET.	27.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.56.50100.1910	EMPLOYER CONTRIB/S.S. TAX	33.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.56.50100.1930	WORKERS COMPENSATION PRE	10.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	232.55.50600.1164	COMMUNITY MEDIA MANAGER	229.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	232.55.50600.1420	PRODUCTION SPEC WAGES	116.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	232.55.50600.1900	EMPLOYER CONTRIB/WISC RET.	23.00		11/04/2022	CFREEBERG

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date	Created By
11/04/2022	WAGE INCREASE .3%	232.55.50600.1910	EMPLOYER CONTRIB/S.S. TAX	27.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	232.55.50600.1930	WORKERS COMPENSATION PRE	6.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	249.55.50450.1400	SEASONAL EMP WAGES	200.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	249.55.50450.1450	SKATING INSTRUCTOR WAGES	33.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	249.55.50450.1910	EMPLOYER CONTRIB/S.S. TAX	3.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	249.55.50450.1930	WORKERS COMPENSATION PRE	5.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	249.55.50451.1400	SEASONAL EMP WAGES	78.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	249.55.50451.1910	EMPLOYER CONTRIB/S.S. TAX	1.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	249.55.50451.1930	WORKERS COMPENSATION PRE	2.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	251.55.00375.1470	PART TIME DIRECTOR WAGES	78.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	251.55.00375.1900	EMPLOYER CONTRIB/WISC RET.	5.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	251.55.00375.1910	EMPLOYER CONTRIB/S.S. TAX	6.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	615.52.20100.1280	CSO/PARKING OFFICER WAGES	125.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	615.52.20100.1281	PART-TIME CSO/PRKNG OFCR WA	52.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	615.52.20100.1900	EMPLOYER CONTRIB/WISC RET.	12.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	615.52.20100.1910	EMPLOYER CONTRIB/S.S. TAX	13.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	615.52.20100.1930	WORKERS COMPENSATION PRE	3.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.51.12420.1250	ADMINISTRATIVE ASS'T WAGES	146.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.18400.1132	PLUMBING INSPECTOR'S SALARY	167.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.55.50200.1320	PARK TECHNICIAN WAGES	792.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	232.55.50600.1422	PROD SPEC ASSISTANT WAGES	6.00		11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25300.1230	F.F./EMT WAGES		7,793.00-	11/04/2022	CFREEBERG
11/04/2022	WAGE INCREASE .3%	100.52.25300.1900	EMPLOYER CONTRIB/WISC RET.		8,000.00-	11/04/2022	CFREEBERG
11/04/2022	MEDICAL INSURANCE ADJUSTMENT	100.52.20100.1950	MEDICAL INSURANCE PREM	16,027.00		11/04/2022	CFREEBERG
11/04/2022	MEDICAL INSURANCE ADJUSTMENT	100.53.30100.1950	MEDICAL INSURANCE PREM	16,027.00		11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.51.16530.3000	GENERAL OFFICE SUPLIES		700.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.52.18400.3000	GENERAL OFFICE SUPPLIES		500.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.52.18400.3025	GENERAL EQUIPMENT		500.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.52.18400.5910	GEN SEMINAR/EDUCATION EXP.		500.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.52.25270.2907	SOFTWARE LICENSE FEES		2,500.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.52.25270.5910	GEN SEMINAR/EDUCATION EXP		2,500.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.53.30397.3501	PARTS & SUPPLIES		2,100.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.53.30397.8700	GEN CONSTRUCTION CHGS		3,000.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.55.50421.1400	SEASONAL EMP WAGES		1,797.00-	11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.55.50490.2204	WATER/SEWER UTIL. CHARGES		3,500.00-	11/04/2022	CFREEBERG
11/04/2022	MAYOR REQUESTS	100.51.19850.9050	LEVY FOR CONTINGENCIES		10,000.00-	11/04/2022	CFREEBERG
11/04/2022	MAYOR REQUESTS	100.51.19850.5023	EMPLOYEE INCENTIVE PAY	10,000.00		11/04/2022	CFREEBERG
11/04/2022	DEPARTMENT BUDGET REDUCTION REQUESTS	100.52.20100.1440	CROSSING GUARDS WAGES		5,000.00-	11/04/2022	CFREEBERG
11/06/2022	PD RECORDS WAGE CHANGE	100.52.20100.1251	ADMINISTRATIVE ASST II	1,393.00		11/06/2022	CFREEBERG
11/06/2022	PD RECORDS WAGE CHANGE	100.52.20100.1900	EMPLOYER CONTRIB/WISC RET.	201.00		11/06/2022	CFREEBERG
11/06/2022	PD RECORDS WAGE CHANGE	100.52.20100.1910	EMPLOYER CONTRIB/S.S. TAX	226.00		11/06/2022	CFREEBERG

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date	Created By
11/06/2022	PD RECORDS WAGE CHANGE	100.52.20100.1930	WORKERS COMPENSATION PRE	3.00		11/06/2022	CFREEBERG
11/06/2022	PD RECORDS WAGE CHANGE	100.52.20100.1201	RECORDS BUREAU SUPERVSR S	1,560.00		11/06/2022	CFREEBERG
11/06/2022	RATE INCREASE	100.51.19900.5910	STORM WATER UTILITY	2,405.00		11/07/2022	CFREEBERG
Total 23:				92,608.00	91,585.00-		
Grand Totals:				92,608.00	91,585.00-		

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date	Created By
11/15/2022	BALANCE SPEC REV FUNDS	232.49.19310.59	GENERAL FUND BALANCE USAG		407.00-	11/15/2022	CFREEBERG
11/15/2022	BALANCE SPEC REV FUNDS	249.55.50450.2204	WATER/SEWER UTIL CHARGES		322.00-	11/15/2022	CFREEBERG
11/15/2022	BALANCE SPEC REV FUNDS	251.48.00100.51	INV. INTEREST REVENUE		89.00-	11/15/2022	CFREEBERG
11/15/2022	BALANCE SPEC REV FUNDS	615.46.20332.52	(T) PARKING PERMIT REVENUE		205.00-	11/15/2022	CFREEBERG
Total 23:				.00	1,023.00-		
Grand Totals:				.00	1,023.00-		

RESOLUTION ADOPTING THE BUDGET FOR THE CITY OF STEVENS POINT FOR THE YEAR 2023

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that the foregoing and annexed summary budget for the City of Stevens Point for the year 2023 be and hereby is adopted and that the same be incorporated into the minutes of this meeting.

BE IT FURTHER RESOLVED, that the amounts set forth and designated in said budget be and are appropriated to the uses and purposes therein particularly set forth.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 16, 2022
Adopted: November 21, 2022

RESOLUTION APPROPRIATING NECESSARY FUNDS FOR THE CITY OF STEVENS POINT FOR THE YEAR 2023 AND LEVYING TAX FOR THE YEAR 2022

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that for the purpose of raising moneys necessary for general uses by the City of Stevens Point for the year 2023 there is hereby levied upon all taxable property, both real and personal, in the City, a tax in an amount sufficient to raise the amounts required by the budget for the City of Stevens Point and an irrepealable tax in the amount of $19,163,440 for the year 2022 and that the tax rate for the City of Stevens Point for the year 2022 is estimated at $11.26 per thousand of such assessable property in the City of Stevens Point.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 16, 2022
Adopted: November 21, 2022

RESOLUTION PROVIDING FOR WRITING SPECIAL ASSESSMENTS INTO THE TAX ROLL FOR 2022

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that there be and is hereby levied against the following property, as described in the annexed roll, a special assessment tax for the purpose of collecting charges for special assessments and special charges and charges of the Water and Sewage Department.

Descriptions and amounts for all special assessments provided for in this resolution are listed in the **SPECIAL ASSESSMENT RECORD** entered in the **TAX ROLL FOR THE YEAR OF 2022**, recorded on file in the City Clerk's Office.

APPROVED:_____
Mike Wiza, Mayor

ATTEST:_____
Kari Yenter, City Clerk

Dated: November 16, 2022
Adopted: November 21, 2022

AGREEMENT
(10172022)

THIS AGREEMENT made and entered into this _____ day of _____, 2022, is by and between the Stevens Point Fire Department ("SPFD"), a fire and Emergency Medical Services ("EMS") service organized and operated by the City of Stevens Point and its Police and Fire Commission under Wisconsin Statues Sec. 62.13, the City of Stevens Point, a Wisconsin Municipal Corporation organized under Chapter 62 of the Wisconsin Statutes ("City"), and the Village of Park Ridge ("Village"), a Wisconsin Municipal Corporation organized under Chapter 61 of the Wisconsin Statutes located in Portage County, Wisconsin (collectively, the "Parties").

WITNESSETH:

WHEREAS, SPFD provides firefighting and fire prevention services ("Services"); and

WHEREAS, Village desires to contract with and pay SPFD to provide Services within the Village; and

WHEREAS, SPFD and the Village have been under contract for SPFD to provide such Services since July 1st, 2022, and

WHEREAS, SPFD and the Village desire to extend the agreement for such Service beyond their current termination at 11:59 p.m. on December 31st, 2022,

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the Parties hereby agree as follows:

1. ~~INITIAL~~ TERM. This Agreement shall be in effect from 12:01 a.m. on ~~July 1st~~January 1, 2023~~2~~ until 11:59 p.m. on ~~December~~ May 31st, 2025~~2~~.

~~2. EXTENSION BEYOND TERM INITIAL TERM. In the event that Village desires to extend the duration of this Agreement beyond the initial term ending at the end of December 31st, 2022, it shall provide written notice of such intent to SPFD no later than Midnight on November 1st, 2022. If Village fails to provide such notice in a timely manner, the Agreement may not be extended beyond the initial term. If such notice is provided in a timely manner, the Parties may agree to extend the Agreement for an additional period of time. Village acknowledges and agrees that any such extension of the Agreement may incorporate modifications of the provisions contained herein, including but not limited to the financial terms contained in Section 4.~~

~~3.~~2. SERVICES PROVIDED: During the term of the Agreement, SPFD agrees to provide to Village as Services such firefighters, firefighting equipment, EMS staff, and EMS equipment necessary in the opinion of SPFD for the provision of the Services. SPFD shall provide such Services to Village whenever SPFD is notified by the Portage County Sheriff's Department Emergency 911 system that Services are required within the Village. Services shall include property inspections for the Village, according to SPFD standard practices in conducting such inspections.

3. PAYMENT:

~~4.~~ A. Village agrees to pay to SPFD the following in consideration of the Services, with the years 2024 and 2025 representing a three percent increase per month compared to the cost for 2023:

For 2023, ~~T~~the sum of $97,155.31~~47,974.85~~ (~~forty~~ninety-seven thousand, ~~ni~~one-hundred and ~~seven~~fifty-five~~our~~ dollars and ~~eight~~thirty-one~~five~~ cents), to be paid in ~~two~~four equal quarterly payments of $24,288.83 each due on or before March 31, 2023, June 30, 2023, September 30, 2023, and December 31, 2023.

For 2024, the sum of $100,069.97 (one-hundred thousand, sixty nine dollars and ninety-seven cents) to be paid in four equal quarterly payments of $25,017.49 each due on or before March 31, 2024, June 30, 2024, September 30, 2024, and December 31, 2024.

For 2025, the sum of $25,767.98 due on or before March 31, 2025 and the sum of $17,178.66 due on or before May 31, 2025.

Any amounts not paid on or before the due date indicated shall accrue interest at the rate of 12% per annum, compounded daily.

B. The SPFD, City and the Village shall work collaboratively under Wis. Stats. Sections 101.573 and 101.575 for the benefit of the Parties as their interests shall appear. To the extent that any dues or funds are available to the Village , SPFD or both under Wis. Stats. Secs. 101.573 and 101.575 following December 31, 2022, the Parties agree to cooperate with and facilitate SPFD's application for and/or receipt of such dues or funds for the period of time that this Agreement or any extension thereof is in effect.

~~as follows:~~

~~i. $23,987.43 to be paid on July 1, 2022.~~

~~ii. $23,987.42 to be paid on October 1, 2022~~

~~5.~~4. MANAGEMENT AND CONTROL OF SERVICES. The staff, equipment, and methods utilized by SPFD to provide the Services shall be at the sole discretion of SPFD and subject to such rules and regulations as are applicable to SPFD according to its internal policies, managerial discretion, the supervisory authority of the Stevens Point Police and Fire Commission, and applicable local, state, and federal statutes and regulations. Staff or representatives of the Village shall have no authority to direct the provision of the Services. SPFD agrees to provide a representative to appear at regular meetings of the Village Board of Park Ridge with respect to any agenda item(s) that relate to this Agreement or to the delivery of Services thereunder, including reports relating to Services provided under this Agreement. The selection of the representative shall be made at the discretion of the Fire Chief of the SPFD. The parties shall cooperate with respect to compliance with Wis. Stats. Secs. 101.573 and 101.575.

~~6.~~5. LIMITATION OF LIABILITY. This Agreement shall not subject SPFD to liability for failure to provide any service due to conditions or circumstances beyond the control of SPFD. This Agreement shall not constitute any waiver, express or implied, of any defense or limitation of liability applicable to SPFD including but not limited to those contained within Wisconsin Statutes Sec. 893.80. The provisions contained in this paragraph shall survive the termination of this Agreement.

6. INDEMNITY AS TO INFRASTRUCTURE DAMAGE. The Village agrees to indemnify, defend, and hold harmless SPFD, the Stevens Point Police and Fire

Commission, the City of Stevens Point, and all employees, officers, commissioners, and representatives of such entities for any and all damage that occurs to roads, other public infrastructure, or buried public or private infrastructure within any public right of way within the Village ("Infrastructure") in connection with SPFD's provision of Services under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement. With respect to matters other than Infrastructure:

a. The Village shall defend and hold the City, its officers, employees and agents harmless from and against any and all liability, loss, expense or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or the Village, its officers, agents or employees.

b. The SPFD and the City shall defend and hold the Village, its officers, employees and agents harmless from and against any and all liability, loss, expense or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SPFD and the City, its officers, agents or employees.

7. INSURANCE. SPFD shall carry and pay for worker's compensation insurance and liability insurance applicable to SPFD's trucks and equipment as required by law. SPFD and Village agree that the Village will not contribute to or reimburse SPFD

for the costs of such insurance. Nothing in this paragraph shall condition or limit the limitations of liability contained in Paragraph 5 above.

8. DEFAULT.

a. Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) day period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

   i. Injunctive relief,

   ii. Action for specific performance, and

   iii. Action for money damages.

b. Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

c. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

d. Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

e. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

f. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within thirty (30) days of the request for mediation; either Party may apply to Portage County Circuit Court, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

9. AMENDMENT. This Agreement may be rescinded, modified, or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

10. EXECUTION IN MULTIPLE COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. CONSTRUCTION. SPFD and Village acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

12. LEGAL RELATIONSHIP. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

13. SURVIVAL. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

14. NO WAIVER. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations

under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

16. LAW GOVERNING. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

17. NOTICES AND DEMANDS. Except as otherwise provided in this Agreement, any notice, demand, or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is sent via registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

a. In the case of Village is addressed and delivered to:

Steve Menzel, Village President
Or Current President
24 Crestwood Drive
Stevens Point, WI 54481

b. In the case of SPFD or the City is addressed and delivered to:

Chief Jb Moody
Or Current SPFD Fire Chief
1701 Franklin Street
Stevens Point, WI 54481

18. This Agreement has been duly authorized by the Village by Resolution duly adopted on the _____ day of _____, 2022 by the Stevens Point Police and Fire Commission on the _____ day of _____, 2022, and by the Stevens Point Common Council on the _____ day of _____, 2022.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers on the _____ day of _____, 2022.

City of Stevens Point Fire Department

By:_____

Police and Fire Commission President

Attest:_____

Fire Chief

City of Stevens Point, A Wisconsin Municipal Corporation

By: _____

Its: _____-

Attest: _____

City Clerk

(Following approval by the City of Stevens Point Common Council on _____, 2022.)

Village of Park Ridge,
a Wisconsin Municipal Corporation

By:_____
President

Attest:_____

Clerk

4875-9922-7942, v. 1