

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

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

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

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

**December
19, 2022**

OR

Zoom Teleconferencing

7:00 PM

Meeting ID: 870 9949 1978 | Passcode: 113893

**By
Computer: <https://us02web.zoom.us/j/87099491978?pwd=U0lQUkZNaUlrZjdYUkNZUVVhTTMxUT09>**

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

Agenda

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

Consideration and Possible Action on the Following:

5. Consent Agenda:
 - Minutes of the Special Common Council of November 14, 2022 and Common Council Meeting of November 21, 2022.
 - Actions of the Police and Fire Commission meeting of December 6, 2022:
 3. Confirmation of Bills.
 5. Discussion, with possible action, to hire a new Administrative Assistant after receiving Amanda Simons' letter of resignation.
 7. After running Entry Level FF / PM Interview Process, request to make a recommendation to hire the Firefighter / Paramedics on the new list.
 - Actions of the Park Commission meeting of December 7, 2022:
 2. Approval of November 2, 2022 meeting minutes.
 4. 2023 Fees and Charges Schedule.
 5. Directors Report.

- Minutes and Actions of the Plan Commission meeting of December 5, 2022:
 2. Report of the November 7, 2022 meeting of the City Plan Commission.
 11. 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 5657 U.S. Highway 10 East (Parcel ID 281240836230006), consistent with Ch. 23.02(2)(e)(5).
 13. September, October and November 2022 Monthly Reports.
 14. Director's Report.
 - Actions of the Transportation Commission of December 12, 2022:
 2. Approval of the November 14, 2022 minutes.
 3. Approval of the November 2022 Financial/Claims report.
 5. Approval of plans for additional route in 2023.
 - Minutes and Actions of the Board of Public Works meeting of December 12, 2022.
 - Minutes and Actions of the Public Policy and General Government meeting of December 12, 2022:
 2. License List (Hilltop Bar and Grill withdrew their request).
 3. Request to Hold Event/Street Closing.
 - Minutes and Actions of the Finance Committee meeting of December 12, 2022:
 2. Approval of transfers between funds.
 4. Approving the write-off of uncollectible personal property taxes.
 5. Consideration of request for funding for the Stevens Point Area Convention and Visitors Bureau.
 7. Request for approval to apply for the Wisconsin Economic Development Corporation's Vibrant Spaces Grant for the Emerson Park Revitalization Project.
 8. Request for approval to apply for the Natural Resource Foundation of Wisconsin's Pollinator Protection Fund to pilot a native-planted lawn program.
 9. Approval of Claims Paid.
 - Statutory Monthly Financial Report by Comptroller/Treasurer.
 - Supplemental Election Official List for 2022-2023: see attached.
6. Resolution directing a Spring Primary Election for City offices if there are three (3) or more qualified candidates.
 7. Resolution - 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.
 8. Ordinance - 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. Resolution - A request from Jackson and Mary Case to apply a permanent zoning classification of the property located at 3028 Stanley Street (Parcel ID 020240828-14.02) from "R-LD" Low Density Residential to "R-2" Single-Family Residential.
 10. Resolution - A request from Cory Presnick, representing CORTA Stevens Point LLC, for a conditional use permit to perform improvements to an off-premise sign on the property located at 5665 U.S. Highway 10 East (Parcel ID 281240836230010), consistent with Ch. 23.02(2)(a)(3)(j).

11. Resolution - A request from Tiffani Krueger, representing Frame Memorial Presbyterian Church of Stevens Point, for a conditional use permit to operate a warming shelter at the property located at 1300 Main Street (Parcel ID 281240832202815), consistent with Ch. 23.02(1)(f)(3)(f).
12. Resolution - A request from Wayne Bushman, representing Wood Street Properties LLC, for a conditional use permit to construct a storage building on the property located at 2116 Wood Street (Parcel ID 281240832301205), consistent with Ch. 23.01(13)(f).
13. Resolution - A request from the City of Stevens Point to apply a permanent zoning classification of "C" Conservancy for the unaddressed parcel bounded by Highway 10 East and Badger Avenue (Parcel ID 020240836-02.06), two landlocked parcels directly north of the property located at 5950 U.S. Highway 10 East (Parcel ID 020240825-16.02 & 020240825-16.03) and the property located at 5950 U.S. Highway 10 East (Parcel ID 020240836-01.02).
14. Ordinance Amendment - A request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.04(2) to include a definition for an 'IDD household entity' to read as follows:

IDD Household Entity – is no more than four non-related individuals, all with intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, residing in the same housing unit and acting as a single housekeeping entity. In such situation, live-in caregivers for those with intellectual and/or developmental disabilities shall not count against the total number of unrelated individuals within the IDD Household Entity definition. The Zoning Administrator may review each case for approval or denial based upon the information provided to them.
15. Ordinance Amendment - To approve the creation of ATV/UTV Routes on City Roadways in Chapter 9, Subsection 9.19.
16. To accept the proposal from AECOM for a traffic impact analysis for the 2023 USGA Senior Open Championship in the amount not to exceed \$39,885.00.
17. Review and possible action on the 2021 Housing Affordability Report.
18. Award of project #22-19 Piffner Pioneer Park Bandshell Repair Project to Ellis Stone Construction Company Inc. in the not-to-exceed amount of \$195,290.
19. Development Agreement for a Hilton Home2Suites located at 5511 John Joanis Drive.
20. Adjournment.

Public Notice is Hereby Given
that a Quorum of the City of Stevens Point's
Common Council, or any committee thereof
may attend the following:

Holiday Party
Monday December 19, 2022
Immediately following the Council Meeting
At
Kuby's
2408 Division Street
Stevens Point, WI.

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
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.

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING MINUTES**

**November 21, 2022
7:00 PM**

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

OR

Zoom Teleconferencing

Minutes

1. Roll Call.

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

Excused: Ald. Dalton.

Others

Present: Mayor Wiza, Clerk Yenter, Chief Kussow, Director Kremer, Director Kernosky, Mayoral Assistant Kowski, C/T Ladick, Chief Moody, Director Beduhn, Attorney Beveridge, Deputy C/T Freeberg, Director Lemke.

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.

This presentation was postponed.

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.**

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

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

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

Ald. Keymer moved, Ald. Morrow seconded, to approve the agreement.

Portage County Clerk Maria Davis answered questions regarding the ExpressVote system.

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

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

Ald. Johnson moved, Ald. Kneebone seconded, to approve the City Park dedication.

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

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).

Ald. Kneebone moved, Ald. Shuda seconded, to approve the naming of "Peters Family Park."

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

Nays: None. Motion carried.

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).

Ald. Kneebone moved, Ald. Johnson seconded, to approve the naming of the future bridge spanning the Plover River.

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

Nays: None. Motion carried.

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).

Ald. Kneebone moved, Ald. Keymer seconded, to approve the "Sentry Boardwalk" name.

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

Nays: None. Motion carried.

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

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

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

Nays: None. Motion carried.

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).

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

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

Nays: None. Motion carried.

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.

Ald. Kneebone moved, Ald. Christianson seconded, to approve the resolution.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Plaisance, Kneebone,

Shuda, Fishler, Morrow.
Nays: None. Motion carried.

- 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).**

Ald. Johnson moved, Ald. Shuda seconded, to approve the request.

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

- 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.**

Ald. Keymer moved, Ald. Kneebone seconded, to approve the request.

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

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

Ald. Morrow moved, Ald. Christianson seconded, to approve the Occupancy License.

Director Kernosky gave a brief history of the property.

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

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

Ald. Morrow moved, Ald. Keymer seconded, to approve the Ordinance Amendment.

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

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

Alex Kochanowski, 760 Franklin Street, questioned the storm sewer water lateral project.

Mayor Wiza suspended the open meeting to allow for questions to be answered.

Director Lemke gave a brief explanation of the storm sewer lateral process.

Mayor Wiza resumed the open meeting.

Joshua Koszczuk, 801 First Street, asked whether any other changes were made to the property.

Director Lemke confirmed that only storm sewer laterals were placed.

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

Ald. Johnson moved, Ald. Morrow seconded, to approve the final resolution.

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

Nays: None. Motion carried.

21. Ordinance Amendment 24.03 - Downtown Open Intoxicant Exception.

Ald. Christianson moved, Ald. Johnson seconded, to approve the Ordinance Amendment.

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

Nays: None. Motion carried.

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

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

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

Nays: None. Motion carried.

23. Public Hearing on the City Budget for 2023.

Mayor Wiza declared the public hearing open. As nobody wished to speak, the mayor declared the public hearing closed.

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

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

The Directors gave a brief overview of where the budget cuts were made.

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

Nays: None. Motion carried.

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

Ald. Shorr moved, Ald. Morrow seconded, to approve appropriating the necessary funds and levying

the tax rate.

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

Nays: None. Motion carried.

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

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

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

Nays: None. Motion carried.

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

Ald. Kneebone moved, Ald. Johnson seconded, to approve the agreement.

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

Nays: None. Motion carried.

28. Adjournment.

Adjourned at 8:01 p.m.

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

- 1. Roll Call:** Commissioners Kirschling, Moore, Mrozek, Ostrowski
(Taylor excused)

Also Present: Fire Chief Moody, AC Rottier, AC Williams, Alderperson
Kneebone, Alderperson Christianson

2. Approval of Minutes

Commissioner Kirschling moved, seconded by Commissioner Mrozek to approve the minutes of the November 1, 2022 meeting.

Ayes, all; nays, none. Motion carried.

3. Confirmation of Bills

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

Ayes, all; nays, none. Motion carried.

4. Police Chief's Report

Note of Interest:

- 10-31-22 Officer Jadon Solis started step 0
- 11-3-22 Attended Coffee with a Cop at UWSP
- 11-7-22 Assessment for Lead Officer. Officer Alex Beach was assigned as Lead Officer reporting to Lt. Brian Brooks
- 11-7-22 Andrew Hensel started full time as the Community Service Officer for the SPPD.
- 11-9-22 Ast. Chief Rottier and Ast. Chief Williams attended a table top exercise at UWSP for missing juvenile.
- 11-10-22 Graduation of Portage County Citizens Academy
- 11-11-22 Red Kettle Kick Off for Salvation Army at Metro Market
- 11-12-22 Officer Hessel successfully completed Field Training and is on solo patrol
- 11-15-22 Ofc. Lepinski reassigned to Investigation Bureau.
- 11-16-22 Holiday Parade (Patrol and Streets helped with heavy equipment)
- 11-21-22 Candy Tork took over Records Supervisor responsibilities and Becky Long took over Lead Record responsibilities.

- 11-28-22 selected Ofc. Stankowski to Honor Guard, Ofc. Wierzba and Ofc. Stankowski to FTO (2023) then Sgt. Roser and Lead Ofc. Clark to firearms instructors (2023)
- 11-29-22 Crossing guard for Church and Rice hired and will be assuming this intersection on Dec. 5
- 11-29-22 Lt. Johnson presented run, hide, fight to the Portage County Health Care Center
- 11-29-22 Lt. Johnson attended Police Lights of Christmas Hand-Off event in Green Bay. Attendees assembled backpacks to be given to people in need throughout the community and gift cards were also collected and brought back to also be handed out. These gift cards were earned through fundraising events, one at the Pizza Ranch in July and another at Culvers on the East side in September.
- 11-29-22/11-30-22 Interviews for new Officer for Ofc. Koback's position.

Calls of Interest:

11-26-22 Disturbance, 500 blk Bliss Av. Officer responded to investigate a dumpster fire. Upon further investigation male was arrested for domestic Disorderly Conduct, felony bail jumping and resisting.

11-26-22, Warrant arrest officer injury, Officers observed group of males in disturbance in front of Brickhouse. One male was identified and found to have warrant. Subject ran and resisted officers causing injury to officers. Male suspected taken into custody.

11-25-22 Disturbance, 1700 blk Lincoln Av, report of male hiding in garage because he thought the police were after him. Probation and Parole placed a hold on subject taken to Jail.

11-25-22 OWI traffic W/firearm, Officers investigated a driving complaint reference a male driver doing a burn out on the square. Driver arrested for Operating while intoxicated and going armed(firearm) while intoxicated.

11-25-22 Domestic disturbance, 300 blk Green Av. Male slammed female's head against car door and broke her phone. Male arrested on Domestic Disorderly Conduct and bond revoked as he threaten to return and do worse.

11-23-22, Welfare Check, Officer waived down to check on intoxicated Male with cut to his eye and was trying to start fights. Officers made contact, further investigation learned the male had felony bond not to drink and several warrants. Medical clearance and off to jail.

11-20-22 Overdose 3800 blk Roberts, male Overdosed on meth and fentanyl. Narcan administered by Officers and Med unit. Transported to Hospital. Act 79 search located drugs which resulted in Probation hold and 961(drug) charges.

11-19-22 Disturbance at Politos, Male arrested for causing disturbance. Prior to arrest the male had thrown pizza at squad car. Disorderly Conduct; state charge

11-17-22 Patrol Assist Investigation bureau/SWAT with search warrant for weapons. Resulted in a high-risk stop with warrant arrest.

11-16-22 Burglary 1060 Centerpoint, Male suspect let in to apartment complex. Male found random open door and took a shower and made some eggs for a meal.

11-13-22 Disturbance, unwanted male patron at Congress Club. Officers escorted male out given ride to warming shelter.

11-12-22 Overdose, Days Inn, 36 year old male not responsive with CPR in progress. Officer did CPR and administered narkan. Investigation Bureau called in as male was transported, however not breathing on his own. K-9 sniff hit on vehicle involved in the investigation.

11-10-22 Welfare check, 3400 blk McCulloch, report of suspicious smell of rotten meat. Upon further investigation, a deceased male was located in his apartment and had been there for some time. No indication of foul play.

11-06-22 Burglary to Old Shopko, Investigation ongoing with juvenile male suspects at large.

11-05-22 Missing Person, 24-year-Old female reported missing with cognitive disability. (Female later contacted family)

11-05-22 Disturbance, 300 blk Washington, report of multiple persons in physical disturbance. Disposition of city ordinances for Disorderly Conducts.

11-03-22 Disturbance, 2500 blk Michigan. Physical disturbance between male and female. Female sustained injuries requiring stitches, however not cooperative with investigation. Male arrested on warrants and Substantial Battery charges.

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

Number of Use of Force Incidents: 7 (66)

10-25-22 – SPPD Officers were investigating an incident where a suspect was assaulted. The Officers located the suspect downtown and attempted to take the suspect into custody. The suspect had a lighter in their hand and attempted to burn officers as they tried to handcuff the suspect. The Officers were forced to take the suspect to the ground to stabilize them, get the lighter away and handcuff the suspect. Once the suspect was handcuffed the Officers got the suspect into the squad, which is when the suspect began kicking the squad door. At the jail the suspect got out of the squad and knocked over an Officer. Inside the holding cell the suspect would not cooperate, so one SPPD Officer used a wrist compliance hold on the suspect which gained temporary compliance. The suspect was left in the holding cell. No injuries.

10-30-22 – SPPD Officers were called to a report of an assault. The suspect was being held down when Officers arrived. Officers stood the suspect up to apply handcuffs, which is when the suspect began to resist the Officer's efforts. The suspect attempted to pull away and hold his arms in front of him. Due to the level of resistance one Officer deployed their taser into the small of the suspect's back. This allowed for Officers to lower the suspect to the ground and apply handcuffs. Prior to the transport of the suspect, the suspect refused to get into the squad. The suspect received minor wounds from the Taser probes.

11-2-22 – SPPD Officers were investigating a no contact order. The suspect in the case was very

agitated and pacing. The Officer grabbed the suspect's arm and tried to place handcuffs on them. The suspect tensed up and would not allow the Officers to place handcuffs on them. One Officer displayed their taser to the suspect, who then cooperated and allowed Officers to handcuff them. No injuries

11-17-22 – SPPD/Plover SWAT executed a search warrant on a residence in Stevens Point. The warrant was to search for weapons used in commission of violent crimes. During the execution of the warrant, member of the team pointed their weapons at one of the suspects as they were taken into custody. No injuries.

11-17-22 – SPPD Officers were standing by as Narcotics Officers were conducting surveillance on a target residence. The suspect was known to possess firearms and was a convicted felon. The surveillance officers observed the suspect leave the residence in a vehicle and due to fresh charges, requested the suspect be stopped and taken into custody. SPPD Officers conducted a high risk stop, pointed their firearms at the suspect, who was the only occupant and gave the suspect commands to exit the vehicle. The suspect was taken into custody without incident or injury.

11-26-22 – Officers were on scene of a domestic disturbance. One of the people involved in the disturbance continued to argue with the other party and lunged towards them, then ran around a vehicle from officers, failing to obey their commands. One Officer was able to tackle the suspect to the ground. Once on the ground, the suspect continued to resist and not follow commands. Officers were able to get the suspect secured in handcuffs, without injuries.

11-27-22 – Officers were attempting to arrest and subject downtown on a probation warrant. Just prior to applying the handcuffs on the suspect, the suspect pulled from the Officer's grips and took off running. One Officer tackled the suspect and they both fell. The other Officer attempted to jump over the suspect and also fell and was incidentally kicked in the eye, by the suspect. The suspect got back up and ran some more until the Officer was able to catch up and tackle the suspect two more times, until the suspect stopped resisting and was placed into handcuffs. The suspect was not injured, however the Officer was injured.

Mental health related incidents: Officers Responded to the following as of 11/22/2022:

- 24 welfare checks
- 3 Chapters
- 11 Voluntary
- 1 Alcohol hold

K-9 Unit:

- Sgt. Ballew and Barry completed Re-Certification at Von Lich Kennels @ Indiana
- Lead Ofc. Lee and Fala dental work and light duty for Fala

Nov 06, 2022
1:58 am

Lincoln Ave // HWY 54
Plover, WI
54467

Case: C22-12494
Dog: Fala
Type: Detection

Drug Paraphernalia item: Paraphernalia, 2 Items
Concealed: On drivers person
Packaging: None
Drugs item: Methamphetamine, 0.3 Grams
Concealed: In glass vial on drivers person
Packaging: Glass
Drugs item: Methamphetamine, 0.2 Grams
Concealed: In syringe in driver's underwear
Packaging: Plastic

Nov 08, 2022
7:15 am

1249 Portage St
Stevens Point, WI
54481

Case: C22-12557
Dog: Fala
Type: Detection
Drugs item: Marijuana, 191.8 Grams
Concealed: On floor of the bedroom
Packaging: Plastic
Basement Dryer Vent
Drugs item: Marijuana, 1 Grams
Concealed: On floor next to driver vent
Packaging: None

Training:

- SWAT
- K-9 training
- Detective Academy Det. Lepinski
- Advanced CIT for veterans , Ofc Radsek and SRO Marchel

Field Training (FTO):

- Officers Jason Dienger and Sam Hessel have advanced to solo patrol
- Ofc. Jadon Solis started Step 0 and is in step 1 Field Training

Auxiliary Unit:

- Total events: (w/out Aux. Mtgs) = 4
 1. UWSP Hockey 11/4
 2. UWSP Hockey 11/5
 3. Holiday Parade 11/16
 4. Turkey Trot 11/24
- Total Hours without ride along / = 31.50
- Meetings: Nov. 29 @6pm in the SPFD Station One Training Room , first aid and CPR
- New SPPD Aux. Banner procured
- New SPPD Aux. volunteer tracking app. (Track it Forward) For Event schedule and hours tabulation
- Nov. 15th SPPD Aux., 4 Sworn In as new members, stemming from recruitment campaign.
- Nov. Holiday Parade worked by 8 members with new security measures in place

School Resource Officers:

SPASH

95 calls for service including:

- 5 citations issued
- 4 warnings for Disorderly conduct motor vehicle
- 6 drug/vaping related investigations
- 2 parking lot crashes
- 3 sexual assault complaints, 2 cleared and sent to District Attorney's office for review, 1 cleared as unfounded
- 3 welfare checks, one voluntary at St Mikes
- 2 underage alcohol complaints, both unfounded
- 4 theft complaints
- 2 securly (web filter) alerts on gun related concerns-both cleared as unfounded.

-Officer Kramer participated in 3 debriefings from our swatting incident with various staff members, and one with PD admin.

-We conducted our Nov fire drill, and a tornado drill

- Ofc. Quisler and Ofc. Kramer gave a presentation to Mid State criminal justice students in Wisconsin Rapids.

PJ Jacobs

Calls for service – 139:

- School consequences for poor behaviors – 49
- Arrests - 2 city ordinances

- Juvenile referrals – 1
- Truancy arrests – 1
- Youth Enrichment Services center referrals – 6
- Presentations in FACS(Family and Consumer Science) class - 2

-Ofc. Quisler supervised 6 lockdown drills at various schools in the school district.

-K9s check our school, and no contraband was found.

-Ofc Kramer and Ofc. Quisler also went to MSTC and spoke with the recruit class about the job role of an SRO in the schools.

Ben Franklin

60+ Total student incident/contacts for behavior:

- 4 – Thefts
- 2 – Vaping devices found on students, multiple other reports of vaping that were unsubstantiated.
- 1 – Fight
- 5- Truancy citations 1 of which was to a parent for permitting truancy
- 4 – Other citations such as Disorderly conduct, possession of vaping devices and 1 underage alcohol for a student who brought beer on the bus to school.
- 3 – YES Referrals (Youth Enrichment Services) program, with several other continuing from last month.
- 26 – School Consequences assigned for behavior
- 1 – Short Fire Drill and 1 – Lockdown Drill with the assistance of several detectives, patrol and SRO Quisler.

With the beginning of the second semester, Ofc. Marchel continued with the FACS(Family and Consumer Science) Police Outreach Program with Lesson #1 to 7th graders on How the Internet Works and Cyberbullying to approximately 90 students. **We also received a birth announcement near the end of October for the department's future therapy dog to be picked up December 20th, right before Christmas.**

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

Ayes, all; nays, none. Motion carried.

5. Discussion with possible action, to hire a new Administrative Assistant after receiving Amanda Simons' letter of resignation

Amanda's last day is December 7th, 2022. Currently a temporary ABR employee has been retained. Several applications have been received.

Commissioner Ostrowski moved, seconded by Commissioner Kirschling to approve the request to fill Administrative Assistant position on a permanent basis.

Ayes, all; nays, none. Motion carried.

6. Administrative Assistant temporary employee hired from ABR Employment Services (informational only)

7. After running Entry Level FF / PM Interview Process, request to make a recommendation to hire the Firefighter / Paramedics on the new list

Four entry level Firefighters / Paramedics pending completion of all requirements and through the application process.

Commissioner Kirschling moved, seconded by Commissioner Moore to allow Chief Moody to hire the four on the list pending the rest of the process.

Ayes, all; nays, none. Motion carried.

8. Academy Class #2205 starting December 19th, 2022 (informational only)

9. Keep the Wreath Green campaign (informational only)

10. Fire Chiefs Report/EMS Report

Significant Events

• Coats for Kids	November
• Recruit Academy	November
• Holiday Parade	11/16/2022
• Keep the Wreath Green	11/24/2022

Metro Fire Response: (3)

	YTD (34)
• 925 Pleasant Drive (Plover)	11/07/2022
• 190 Hoover Ave (Plover)	11/07/2022
• 3100 Wisconsin Ave (Plover)	11/10/2022
• 1590 Rosewood Circle (Hull)	11/27/2022

Fires

• Structure Fires-2	YTD (27)
• Vehicle Fires-1	YTD (9)
• Brush, Grass, Wildland Fires-1	YTD (4)
• Trash/Dumpster Related Fires-0	YTD (2)
• Cooking Incidents-4	YTD (38)

- Chimney Fire -0 YTD (2)
- Excessive Heat, Scorch, No Fire- 0 YTD (6)
- Electrical Issues-2 YTD (14)

EMS/Rescue

- EMS Assist Calls-34 YTD (493)
- Assist Invalid-0 YTD (4)
- Vehicle Accidents-1 YTD (19)
- EMS Standby-0 YTD (3)
- Assist Other Government Agency-1 YTD (4)
- EMS Call, Other-0 YTD (3)

Alarms

- False Alarms Responses-5 YTD (113)

Hazardous Materials

- Carbon Monoxide Detected-3 YTD (11)
- Natural Gas Detected-3 YTD (19)
- Gasoline and Flammable Leak/Spill-0 YTD (2)
- Hazardous Investigation nothing found-4 YTD (19)
- Oil/Combustible Spill included Vehicle Accidents-1 YTD (9)
- Chemical Spills-0 YTD (7)

Other Incidents

- Animal Rescue-0 YTD (9)
- Burning Regulation Issues-3 YTD (32)
- Citizen Complaints-0 YTD (8)
- Water/Steam Leak-1 YTD (3)
- Smoke Scare, Odor of Smoke, Steam Mistaken for smoke-0 YTD (13)
- Dispatched and Cancelled Enroute-2 YTD (39)
- Nothing Found on Arrival- 0 YTD (5)
- General Service Call-0 YTD (1)
- Bomb Scare-0 YTD (1)

Technical Rescue

- Water/Ice Incidents-0 YTD (3)
- Rope/High Angle Rescue-1 YTD (1)
- Extrication of Victim from Elevator-1 YTD (7)
- Extrication of Victim from a Vehicle-0 YTD (4)
- Extrication of Victim from Building-0 YTD (3)

Monthly Total (70)

Year to Date Total (937)

Total Fire Losses City Property-\$400
Total City Property Saved-\$545,000

YTD: \$288,600
YTD: \$26,579,050

Training:

- Recruit Academy with Crew Assistance
- Crew Tours UNFI Warehouse and Up Antique
- Tech Rescue Ice Rescue Operations
- Ventilation and IV Pump Training
- Crew meetings with the Chief

Public Activities:

- | | |
|---|------------|
| ○ Standby WI DNR work capacity Test | 11/8/2022 |
| ○ Red Kettle kickoff for Salvation Army | 11/11/2022 |
| ○ MSTC internship job fair | 11/15/2022 |
| ○ 1 st Aid/Hands Only CPR SPPD Auxiliary | 11/29/2022 |
| ○ Christian Academy School Tour | 11/30/2022 |

Training: Ice Rescue, Vents and Difficult Airway

Recruit Academy: November 7th we started Recruit Academy 2204 with four persons participating in 4-week course.

- FF/Medic Bryce Moseley
- FF/Medic Bryanna Windsor
- Battalion Chief Brandon Hageman
- Division Chief Anthony Ewing

Education: C crew conducted Basic First Aid and Hands Only CPR training for the Stevens Point Police Auxiliary.

Commissioner Mrozek moved, seconded by Commissioner Kirschling to accept the Fire Chief's Report for November 2022.

Ayes, all; nays, none. Motion carried.

12. Adjournment

The meeting adjourned at 2:19 p.m.

**REGULAR MEETING MINUTES
Board of Park Commissioners
December 7, 2022 - 6:30 PM**

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

OR

[Zoom Teleconferencing](#)

Meeting ID: 892 5838 7552 | Passcode: 164276

By Computer: Join

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

I. Discussion and Possible Action on:

1. Roll Call.

Present: Freckman, Glodosky, Hall, Alder Keymer, McDonald, Okonek, Alder Shorr,
Chair Sorenson, Alder Zarazua

Excused: Winn, Przybylski

Also Present: Director Kremer, Steven McKay

2. Approval of November 2, 2022 meeting minutes

Motion to approve the minutes as written by Okonek, second by Hall; motion passed
9-0

**3. Award of project #22-19 Pfiffner Pioneer Park Bandshell Repair Project to
Ellis Stone Construction Company Inc. in the not-to-exceed amount of
\$195,290.**

Motion by Zarazua to award project #22-19 to Ellis Stone Construction Company in the
not-to-exceed amount of \$195,290, second by McDonald. Motion passed 9-0.

4. 2023 Fees and Charges Schedule

Motion by Okonek to accept the proposed fees and charges for 2023 as presented
with the addition of a 10% increase to lodge rentals, seconded by McDonald.

Motion to amend the original motion to include raising the Pfiffner Lodge to \$275,
Bukolt and All Purpose Lodge to \$250, Boy Scout lodge to \$225 and the Girl Scout
lodge to \$100 in place of the 10%; second by McDonald.

The motion amendment passed 9-0

The original motion passed as amended 9-0

5. Director's Report

1. Emerson Park playground project update

2. KB Willett and Community Stadium project update

3. Pfiffner Pioneer Park (near cultural commons) contaminants update

4. Administrative Assistant Position Update

5. Parks Division Lead Worker Update

6. Comprehensive Outdoor Recreation Plan Update

7. Vibrant Spaces Grant Application prepared by the City's Community Development Department for Emerson Park update

6. Adjournment.

Motion by Glodosky to adjourn, second by Hall. The meeting adjourned at 7:02 pm.

REPORT OF CITY PLAN COMMISSION

December 5, 2022 – 6:00 PM
In-Person & Zoom Conference Call Meeting

PRESENT: Mayor Wiza, Alderperson Kneebone, Commissioner Arntsen, Commissioner Cooper, Commissioner Ilten, Commissioner Rice, 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 Morrow, Jim Wiese, Mary Ann Laszewski, Noah Eschenbach, Jane Johnson, Rich Klienman, Matt Piekarski, DeeAnn Donahue, Carol Molepske, Tiffani Krueger, Cyndi Royer, Cindy Nebel, Bob Gifford, Sue LeGault, Robert LeGault, Kathy Hansel, Gregg Hansel, De Ruetten, John Sager, Cindy Sager, Dave Baker, Raymond Cal, Mary Mortell-Ferrone, Emily Phillips, Tom Dailing, Daniel Dieterich, Stephen Klein, John Gardner, Andrea Olson, Bobbie Joy, Cory Presnick, Eric Drazkowski, Gracia Day, Hlee Yang, JR Wynne, Kevin Leahy, Nancy Roppe, Steve Brice, Steve Dix, Tad Templeton, Tricia Janssen, Travis Haines, 'Clif', 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 November 7, 2022 meeting of the City Plan Commission.
3. Public Hearing and action on a request from Cory Presnick, representing CORTA Stevens Point LLC, for a conditional use permit to perform improvements to an off-premise sign on the property located at 5665 U.S. Highway 10 East (Parcel ID 281240836230010), consistent with Ch. 23.02(2)(a)(3)(j).
4. Public Hearing and action on a request from Jackson and Mary Case to apply a permanent zoning classification of the property located at 3028 Stanley Street (Parcel ID 020240828-14.02) from "R-LD" Low Density Residential to "R-2" Single-Family Residential.
5. Public Hearing and action on a request from Tiffani Krueger, representing Frame Memorial Presbyterian Church of Stevens Point, for a conditional use permit to operate a warming shelter at the property located at 1300 Main Street (Parcel ID 281240832202815), consistent with Ch. 23.02(1)(f)(3)(f).
6. Public Hearing and action on a request from Wayne Bushman, representing Wood Street Properties LLC, for a conditional use permit to construct a storage building on the property located at 2116 Wood Street (Parcel ID 281240832301205), consistent with Ch. 23.01(13)(f).
7. Public Hearing and action on a request from the City of Stevens Point to apply a permanent zoning classification of "C" Conservancy for the unaddressed parcel bounded by Highway 10 East and Badger Avenue (Parcel ID 020240836-02.06) 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), and a zoning classification of "B-5" Highway Commercial for the property located at 5950 U.S. Highway 10 East (Parcel ID 020240836-01.02).
8. Presentation and discussion on a potential amendment to the Zoning Code's definition of 'family.'
9. Public Hearing and action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends the definition of 'family' as stated in Section 23.04(2) to read as follows:

Household Entity – is an individual, or two or more person related by blood, marriage, adoption, foster child arrangement, or similar legal relationship and functioning as a single housekeeping entity, or such individual or person plus three individuals not having such similar legal relationship but functioning as a part of the single housekeeping entity. The definition of family shall not apply to a Tourist Rooming House.

10. Public Hearing and action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.04(2) to include a definition for an 'IDD household entity' to read as follows:

IDD Household Entity – is no more than four non-related individuals, all with intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, residing in the same housing unit and acting as a single housekeeping entity. In such situation, live-in caregivers for those with intellectual and/or developmental disabilities shall not count against the total number of unrelated individuals within the IDD Household Entity definition. The Zoning Administrator may review each case for approval or denial based upon the information provided to them.

11. 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 5657 U.S. Highway 10 East (Parcel ID 281240836230006), consistent with Ch. 23.02(2)(e)(5).
12. Review and possible action on the 2021 Housing Affordability Report.
13. September, October, and November 2022 Monthly Reports. *Copies of the November monthly report will be provided during the meeting.*
14. Director's Report. *A verbal report will be provided during the meeting.*

Closing Section:

15. Adjourn.
-

Opening Section:

1. Roll call.

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

Mayor Wiza reviewed meeting rules and overflow room use.

Discussion and possible action on the following:

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

Motion by Commissioner Cooper to approve the report of the November 7, 2022 Plan Commission meeting with the following changes:

- **Agenda Item 5**
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 Alderperson Kneebone

seconded by Commissioner Ilten.

Motion carried 7-0.

3. Public Hearing and action on a request from Cory Presnick, representing CORTA Stevens Point LLC, for a conditional use permit to perform improvements to an off-premise sign on the property located at 5665 U.S. Highway 10 East (Parcel ID 281240836230010), consistent with Ch. 23.02(2)(a)(3)(j).

Associate Planner/Zoning Administrator Kuhn summarized the request to perform improvements to an existing freestanding sign on the property located at 5665 U.S. Highway 10 East. After review, staff held no further concerns and recommended approval as presented.

Mayor Wiza declared the public hearing open.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

- Inquiry as to how the signs would be lit, to which staff confirmed internally illuminated.

Motion by Alderperson Kneebone to approve a request from Cory Presnick, representing CORTA Stevens Point LLC, for a conditional use permit to perform improvements to an off-premise sign on the property located at 5665 U.S. Highway 10 East (Parcel ID 281240836230010), consistent with Ch. 23.02(2)(a)(3)(j); seconded by Commissioner Schuler.

Motion carried 7-0.

4. Public Hearing and action on a request from Jackson and Mary Case to apply a permanent zoning classification of the property located at 3028 Stanley Street (Parcel ID 020240828-14.02) from "R-LD" Low Density Residential to "R-2" Single-Family Residential.

Associate Planner/Zoning Administrator Kuhn explained that upon annexation, a property was automatically zoned Low Density Residential, with the expectation that a final zoning classification would be applied within a specific timeline per State Statues. That request was now before the commission for review and approval, of which the classification of R-2 Single Family Residential was being recommended. Staff held no concerns and recommended approval as presented.

Mayor Wiza declared the public hearing open.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

- Inquiry as to the zoning classifications of the adjacent properties, to which staff confirmed they were all residential zoning classifications.

Motion by Commissioner Ilten to approve a request from Jackson and Mary Case to apply a permanent zoning classification of the property located at 3028 Stanley Street (Parcel ID 020240828-14.02) from "R-LD" Low Density Residential to "R-2" Single-Family Residential; seconded by Commissioner Arntsen.

Motion carried 7-0.

5. Public Hearing and action on a request from Tiffani Krueger, representing Frame Memorial Presbyterian Church of Stevens Point, for a conditional use permit to operate a warming shelter at the property located at 1300 Main Street (Parcel ID 281240832202815), consistent with Ch. 23.02(1)(f)(3)(f).

Associate Planner/Zoning Administrator Kuhn summarized a previous 2017 Conditional Use Permit that permitted the operating of a warming shelter at the stated property. At the time of approval, a condition was placed to expire after 1-year, with the opportunity for extensions. Since that approval, the warming shelter has continued to operate. The current request was generally more so for housekeeping and reapproving the use, without the expiration date tied to the conditions.

Mayor Wiza declared the public hearing open.

Alderperson Morrow (District Eleven) stated support for the request, noting the warming shelter was a great community asset and protected the homeless.

Aldersperson Christianson (District One) stated support for the request, noting the warming shelter provided support, valuable functions, and import services.

Stephen Klein (301 Union St) stated support for the request, and suggested that the approval be in continuum, adding that doing so would not affect building or fire inspection requirements, to which Mayor Wiza confirmed that was the intention behind the proposed item.

Mayor Wiza declared the public hearing closed.

Motion by Commissioner Arntsen to approve a request from Tiffani Krueger, representing Frame Memorial Presbyterian Church of Stevens Point, for a conditional use permit to operate a warming shelter at the property located at 1300 Main Street (Parcel ID 281240832202815), consistent with Ch. 23.02(1)(f)(3)(f) with the following;

- 1. Occupancy shall be limited to the basement floor.**
- 2. The use of the facility for temporary housing shall only occur during the following time periods, unless otherwise approved by Community Development staff:**
 - a. Warming shelter opens November 1st or below 20 degrees F temperature.**
 - b. Warming shelter closes April 30 or after temperatures are above 20 degrees F temperature.**
 - c. Warming shelter check-in hours shall be from 8:30PM - 9:00PM. d. Warming shelter closes at 6:30 AM.**
- 3. At least one professionally trained staff member shall provide supervision of the facility at all times during operation.**
- 4. Applicable Building Codes and Fire Codes shall be met.**
- 5. City staff shall have the ability to approve minor amendments to the proposal.**

seconded by Aldersperson Kneebone.

Motion carried 7-0.

6. Public Hearing and action on a request from Wayne Bushman, representing Wood Street Properties LLC, for a conditional use permit to construct a storage building on the property located at 2116 Wood Street (Parcel ID 281240832301205), consistent with Ch. 23.01(13)(f).

Associate Planner/Zoning Administrator Kuhn summarized the request for a Conditional Use Permit to construct an approximately 4,000 sq.ft. storage building on the stated property. The proposed structure was intended to store scrap metal and lumber. After review, staff held no concerns and recommended approval with conditions outlined in the staff report.

Mayor Wiza declared the public hearing open.

Hlee Yang (2101 Perry St), representing and translating for their parents, passed on concerns relating to the development encroaching into their private property. After a back-and-forth between staff and the residents, it was determined that the proposed development was not near the private residence, and the boundary indicated on the mailer received showed the meeting notification boundary, not the development boundary. No additional concerns were noted.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

- It was asked whether the structure would provide cover for the general site clutter that appeared on the site aerial, to which staff confirmed that was partially the intent.

Motion by Commissioner Ilten to approve the request from Wayne Bushman, representing Wood Street Properties LLC, for a conditional use permit to construct a storage building on the property located at 2116 Wood Street (Parcel ID 281240832301205), consistent with Ch. 23.01(13)(f) with the following:

- 1. A building permit shall be obtained prior to the start of construction.**
- 2. Staff shall have the ability to approve minor amendments to the site plan.**

seconded by Commissioner Cooper.

Motion carried 7-0.

7. Public Hearing and action on a request from the City of Stevens Point to apply a permanent zoning classification of "C" Conservancy for the unaddressed parcel bounded by Highway 10 East and Badger Avenue (Parcel ID 020240836-02.06) 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), and a zoning classification of "B-5" Highway Commercial for the property located at 5950 U.S. Highway 10 East (Parcel ID 020240836-01.02).

Associate Planner/Zoning Administrator Kuhn reiterated that upon annexation, a property was automatically zoned Low Density Residential, with the expectation that a final zoning classification be applied within a specific timeline per State Statutes. That request was now before the commission for review and approval. Staff held no concerns and recommended approval as presented.

Mayor Wiza declared the public hearing open.

DeeAnn Donahue (3395 Howard Ave), concerned Treasurer for Portage County Youth Soccer, asked on whether the rezoning would affect the group's ability to expand their soccer field or complex.

Cindy Sager (5972 HWY 10 E) stated concerns with the possible increase in traffic, business, water quality, and overall effect on the area if the parcels were developed. She asked whether a developer was already involved.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

- There was a back-and-forth discussion on the possibility of applying a Conservancy zoning classification to 5950 Highway 10 E, and the types of impediments, if any, the City could run into if wanting to turn it back into a developable parcel. Staff explained that Conservancy was the most restrictive zoning classification and was usually reserved for parks or environmentally sensitive areas. Given the assumption of wetlands in the area, and no immediate plans to redevelop, staff was open to the recommendation. The designation would also not prevent the youth soccer group from pursuing their expansions. The goal was to preserve the future growth opportunity in obtaining the parcels.

Motion by Alderperson Kneebone to approve the request from the City of Stevens Point to apply a permanent zoning classification of "C" Conservancy for the unaddressed parcel bounded by Highway 10 East and Badger Avenue (Parcel ID 020240836-02.06) 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), and a zoning classification of "C" Conservancy for the property located at 5950 U.S. Highway 10 East (Parcel ID 020240836-01.02); seconded by Commissioner Rice.

Motion carried 5-2, with Commissioner Ilten and Mayor Wiza voting in the negative.

8. Presentation and discussion on a potential amendment to the Zoning Code's definition of 'family.'

Director Kernosky reviewed a presentation on the Definition of 'Family'. It covered the following (*presentation attached to the end minutes*):

- Historical context.
- Relevant Supreme Court Cases.
- How the current zoning addressed rooming houses and code enforcement situations.

- Why define Family?
- What other communities are doing.
- Staff recommendations.

Mayor Wiza noted several prewritten testimonies had been submitted after the agenda had been published. While hard copies had been provided to commissioners, they would be available to anyone who requested them. He asked that all Housing Task Force members present provide testimony first as the item had been brought forward through their recommendations to staff.

Mayor Wiza declared the public hearing open.

Aldersperson Dalton (District Nine), Chairperson of the Housing Task Force, noted support from 2 to 4 unrelated persons, noting positive moves for the social and economic impacts it would have.

Jane Johnson (HTF Member) read prepared testimony in support of the request, stating that the City had no place in defining family, and the change would pass an important solution for the unhoused.

Tiffani Krueger (HTF Member), whom runs the local warming shelter, noted support of the request and added that the City was in the middle of a housing crisis and that they often had to turn people out of the City to obtain housing.

Noah Eschenbach (HTF Member), real estate agent and local landlord, noted support for the request, adding that maintaining the 2-unrelated persons zoning exacerbated issues and did nothing to diversify housing.

Aldersperson Johnson (District Five), Housing Task Force Member, noted support for the request, noting the challenges of not only homelessness, but in updating the zoning code. They commended the efforts of those involved in pushing for the update.

Bob Gifford (HTF Member), and Portage County District 10 representative, stated support for the request, noting that passing it could be a step in addressing a nationwide crisis locally.

Mary Ann Laszewski (1209 Wisconsin St) stated opposition of the request, citing a local market saturated with unmaintained housing stock, as well as reiterating issues stemming from the creation of rooming houses.

Raymond Cal (1233 Maria Dr) stated opposition to the request, noting that 49% of properties within the City were rentals already, and passing the request would further deteriorate homes and neighborhoods.

Rich Kleinman (2101 Minnesota Ave) stated support for the request, noting that as a climate refuge, additional housing would be needed as climate issues become more exacerbated.

Emily Phillips (2760 Lindbergh Ave) stated support of the request, citing the importance of having housing for all people within the City, and that people should be allowed to move into rooms that already existed.

John Gardner (401 Birchwood Ave) stated opposition to the request, noting his experience in planning and as the City's Community Development Director, and adding that the change would eliminate most zoning standards that regulated multi-family. He asked that staff work to further review and verify expectations against communities who have allowed the type of occupancy, and to see if their homelessness was lower.

Dan Dieterich (1923 Dixon St) stated support for the request, noting it would aid the unhoused who needed housing immediately.

Cyndi Royer (3609 Lorraine St) stated support for the request, explaining that it was an outdated proposition in having the City define what a 'family' is. The update would not only aid the homeless, but aid young professionals, like teachers, in affording housing.

Cindy Nebel (1100 Phillips St) agreed that while the City shouldn't define what a family is, there needed to be constraints to avoid unintended consequences. They commended staff and the Housing Task Force for their efforts in trying to come up with a solution.

Carol Molepske (2125 Clark St) stated opposition to the request, noting that there needed to be more consideration on next steps and reiterated previously stated concerns for increasing the unrelated to 4 persons. They supported updating the IDD definition.

Stephen Klein (301 Union St) stated that the City had no business in defining a family, nor did he see the number of persons living in a home to be a major issue, as a family could have 13 children and still fall under the current definition. They agreed to having some safeguards to address unmanaged investment properties.

Alderperson Christianson (District One) stated that there needed to be more time to look at all the information and points of views provided. They suggested having incentives for owner-occupied properties to make rental properties less advantageous to outside investors.

Andrea Olson (410 Franklin St) agreed that the definition of family was outdated but was hesitant in supporting 4 unrelated persons. They agreed with having incentives for owner-occupied homes and supported updating the IDD definition.

Tom Dailing (1908 Main St), resident in the college core, stated support for the request if it applied to owner occupied residences only, noting that it would help create equity.

Nancy Roppe (925 Smith St) stated opposition to the request citing concerns for increased density and property maintenance issues. Increasing the unrelated persons would not solve the homelessness crisis, they said, but rather further increase rentals in the City, especially in the first district.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

- Agreement that it was a nuanced problem, but the proposed seemed too generic of a solution. Update could have both unintended negative and positive consequences.
- Agreement with incentivizing owner-occupied housing.
- While there was an immediate need for housing, homeowners brought in strong concerns against the update. Inquired on whether there were additional performance standards that could be proposed to alleviate concerns while still providing the ability for extra tenants.
- There was more of an openness for 3 unrelated persons instead of 4 unrelated persons.
- In reference to how the rental market could be impacted, it was noted that who purchased homes and for what (so long as permitted) could not be regulated as it was a free market.
- Commended the Housing Task Force for bringing forward the request.
- Updating the definition could assist older folks on fixed incomes in addressing financial woes

Mayor Wiza thanked all those that provided testimony and made closing remarks. He added that any testimony made virtually in the chat would be included in the record.

9. Public Hearing and action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends the definition of 'family' as stated in Section 23.04(2) to read as follows:

Household Entity – is an individual, or two or more person related by blood, marriage, adoption, foster child arrangement, or similar legal relationship and functioning as a single housekeeping entity, or such individual or person plus three individuals not having such similar legal relationship but functioning as a part of the single housekeeping entity. The definition of family shall not apply to a Tourist Rooming House.

Discussion for this request occurred under Agenda Item 8.

Motion by Commissioner Ilten to refer the request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point back to staff for additional options. Said request would amend the definition of 'family' as stated in Section 23.04(2); seconded by Commissioner Schuler.

Motion carried 7-0.

10. Public Hearing and action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.04(2) to include a definition for an 'IDD household entity' to read as follows:

IDD Household Entity – is no more than four non-related individuals, all with intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, residing in the same housing unit and acting as a single housekeeping entity. In such situation, live-in caregivers for those with intellectual and/or developmental disabilities shall not count against the total number of unrelated individuals within the IDD Household Entity definition. The Zoning Administrator may review each case for approval or denial based upon the information provided to them.

Some discussion for this request occurred under Agenda Item 8.

Director Kernosky explained that the establishment of an IDD Household Entity definition would allow up to 4 unrelated IDD individuals with a live-in caregiver to become a permitted-by-right household entity. Staff's recommendation was to approve as presented.

Mayor Wiza declared the public hearing open.

Jane Johnson (HTF Member) urged the commission to pass the request, citing the need within the community.

Cindy Nebel (1100 Phillips St) agreed with the change. Provided a suggestion for permitting increased unrelated persons based on existing density.

Cyndi Royer (3609 Lorraine St) noted that IDD individuals, by definition, were less likely to be driving vehicles so they needed to be located near amenities. In this instance, adding a density requirement could hurt them.

Mayor Wiza declared the public hearing closed.

Commissioners had the following comments:

- Inquiry as the licensure required, to which staff explained that the state and Portage County did have a permitting and licensing process.
- Clarification on 'live-in' caregiver, to which staff explained it meant primary residence, however there was no specific reference to that requirement within the definition.

Motion by Commissioner Cooper to approve request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.04(2) to include a definition for an 'IDD household entity' to read as follows:

IDD Household Entity – is no more than four non-related individuals, all with intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, residing in the same housing unit and acting as a single housekeeping entity. In such situation, live-in caregivers for those with intellectual and/or developmental disabilities shall not count against the total number of unrelated individuals within the IDD Household Entity definition. The Zoning Administrator may review each case for approval or denial based upon the information provided to them.

seconded by Alderperson Kneebone.

Motion carried 7-0.

11. 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 5657 U.S. Highway 10 East (Parcel ID 281240836230006), consistent with Ch. 23.02(2)(e)(5).

Associate Planner/Zoning Administrator Kuhn summarized the request for a Site Plan Review to construct an approximately 11,000 sq.ft. building addition at the stated parcel. The addition would occur to the north and west sides of the existing building to accommodate a commercial tenant space and have corresponding parking lot improvements. After review, staff held no further concerns and recommended approval with conditions outlined in the agenda packet.

Mayor Wiza asked for comments from the audience.

Aldersperson Keymer (District Three) inquired on whether electric charging stations would be allowed, to which staff explained that they were only required if TIF incentives were provided, and none were involved with the stated project.

Motion by Commissioner Ilten 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 5657 U.S. Highway 10 East (Parcel ID 281240836230006), consistent with Ch. 23.02(2)(e)(5) with the following:

1. **A shared access agreement shall be recorded between the subject property and the private driveway directly to its north (PID 281240836230012).**
2. **A building sprinkler plan shall be submitted to the Fire Department for review and approval.**
3. **Proposed bicycle parking shall meet design standards as outlined in Chapter 23.01(16)(f) of the City's Zoning Code.**
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 approved plan.**

seconded by Aldersperson Kneebone.

Motion carried 7-0.

12. Review and possible action on the 2021 Housing Affordability Report.

Associate Planner/Zoning Administrator Kuhn explained that the 2021 Housing Affordability Report was before the commission for review, feedback, and approval. The annual drafting of the report was to meet State Statute requirements for municipalities exceeding 10,000 to reduce the cost of new subdivisions by 25%.

Motion by Commissioner Ilten to approve the 2021 Housing Affordability Report and place it on file; seconded by Commissioner Schuler.

Motion carried 7-0.

13. September, October, and November 2022 Monthly Reports. Copies of the November monthly report will be provided during the meeting.

Director Kernosky reviewed November year-to-date values, noting that project valuation was still tracking well for the year, and to expect much of the same going into 2023.

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

It was noted that January Plan Commission would be held on a Tuesday. Director Kernosky provided brief verbal updates, if available, on:

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

Closing Section:

15. Adjourn.

Meeting adjourned at 9:39 PM.

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

Attachments relating to agenda Item 7: Zoning reclassification.

Adam Kuhn

From: Ryan Kernosky
Sent: Monday, December 5, 2022 2:48 PM
To: Adam Kuhn
Subject: FW: [External] testimony - 5 Dec. 2022 PC meeting
Attachments: Testimony for Plan Commission 5 Dec 2022 (conservancy & family def).pdf

From: Trevor Roark <rambledandy@gmail.com>
Sent: Monday, December 5, 2022 2:39 PM
To: Mike Wiza <MWiza@stevenspoint.com>; Ryan Kernosky <rkernosky@stevenspoint.com>
Cc: District 4 <district4@stevenspoint.com>
Subject: [External] testimony - 5 Dec. 2022 PC meeting

Hi, Mike, Ryan, & Mykeerah,
Hope ya'll had a good Thanksgiving!

I apologize that I can't attend tonight's Plan Commission meeting. However, I respectfully request that my attached testimonies get read into the record for two agenda items: 7 & 8.

Thanks a ton!

Trevor Roark
local community advocate
715-570-1961

City Plan Commission Meeting Testimony
5 Dec. 2022

7. Public Hearing and action on a request from the City of Stevens Point to apply a permanent zoning classification of "C" Conservancy for the unaddressed parcel bounded by Highway 10 East and Badger Avenue ...

Trevor Roark, 601 Washington Ave.

I'm sorry I couldn't attend tonight's meeting and appreciate this testimony getting read into the record.

I'm very much in favor of supporting this request to rezone as Conservancy. This makes a lot of sense with the high water table in this area, our goals of increasing infill while reducing infrastructure liability, trying to increase climate crisis mitigation, and protecting our groundwater supply.

One change I'd recommend however is to the size of the B-5 Highway Commercial parcel. Keeping it this large stretching northward lends itself ripe to development by big box stores and/strip malls with massive parking lots. How much did the massive parking lots contribute to the demise of Wal-Mart and the other businesses within the nearby TIF to the southwest? It's hard to know how much, but I'm certain it did.

These styles of development further increase our infrastructure liability (with the potential demand for new roads, etc.) and carbon footprint (in requiring people to drive to get there). Instead, could we roughly cut this in half from east to west to limit the impact, thereby putting the northern half of this parcel into conservancy and the southern half maintained as B-5? This strategy seems to be a win-win for further groundwater protections, reducing impermeable surfaces, reducing demand for driving, etc. Related, even though I don't support TIF I think we should instead focus our attention on allowing the nearby TIF to the southwest to get redeveloped, as this infrastructure already exists.

Again, I support this strategy of moving to conservancy and hope the Plan Commission considers increasing the size of the conservancy while reducing the size of the B-5.

Thanks for your time.

Definition of Family

12/5/2022

Before we start

- This presentation has lot of text. I apologize.

Recent Historical Context

- Housing Taskforce was established during summer 2021.
 - Reviewing the City's zoning code, economic development policies, and community engagement opportunities to expand the City's housing stock.
 - The HTF began meeting in September 2021.
- In September 2022, a smaller working group was established to address the concerns of homeless and the unsheltered in our community.
 - From this working group: the most immediate impact to addressing the unsheltered crisis in our community was revising the definition of family.

Recent Historical Context

- October 2022
 - HTF recommends that the Plan Commission and Common Council take up the definition of family. Concerns over the unsheltered and cold weather.
 - HTF voted to either:
 - Increase the number of unrelated individuals from 2 to 4.
 - Remove the definition all together and base the number of unrelated individuals based upon the habitable floor space of the property.

Historical Context

- The City has defined *Family* since the 1936 zoning code
 - **Family:** One (1) or more persons occupying a premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding house, lodging house or hotel.
- 1956 Zoning Ordinance
 - Family. The body of persons who live together in 1 dwelling unit as a single housekeeping entity.

Historical Context

- Seeing major population changes at UW-Stevens Point, and the conversion of Owner-Occupied Housing converting to rooming houses, a new definition is established:
- 1967 Zoning Ordinance
 - Family. Any group of blood relations in one dwelling unit as a single housekeeping entity.
 - Rooming House. Any dwelling unit housing three or more unrelated persons.
 - In single-family zoning: "Not over 2 boarders or lodgers not members of the family." City staff interprets this as "Family" plus 2 OR No more than two unrelated individuals.
 - In two-family zoning: "No more than three (3) occupants as roomers, boarders or lodgers shall be permitted in addition to the head of the household in any dwelling unit..." City staff interprets this as 3 plus HoH for a total of 4.
 - In multiple-family zoning: # of dwelling units is based on lot area.

Village of Belle Terre v. Boraas

- 1974
- Village of Belle Terre, NY is home to Stony Brook University.
- The Village restricted single-family zoning and defined Family as “one or more persons related by blood, adoption, or marriage, living and cooking together as a single housekeeping unit or two people unrelated by blood or marriage.”
- A group of students leased a house in the single-family zoning, the Village brought an eviction order because the students did not constitute a family.
- US Supreme Court took the case, and ultimately ruled in favor of the Village, saying the ordinance was constitutional restriction on the use of the land.

Historical Context

- 1979 Zoning Ordinance
 - FAMILY – An individual, or two or more persons related by blood, marriage, adoption, foster child arrangement, or similar legal relationship and functioning as a single housekeeping entity, or each individual or persons plus one individual not having such similar legal relationship but functioning as part of the single housekeeping entity.
 - In short: No more than two unrelated individuals may occupy a dwelling unit.
 - This definition is what is utilized today.
 - Has worked well in preventing the conversion of SF homes to rooming houses.

Historical Context

- 1979 Zoning Ordinance

- FAMILY – An individual, or two or more persons related by blood, marriage, adoption, foster child arrangement, or similar legal relationship and functioning as a single housekeeping entity, or each individual or persons plus one individual not having such similar legal relationship but functioning as part of the single housekeeping entity.
- In short: No more than two unrelated individuals may occupy a dwelling unit.
- This definition is what is utilized today.
 - Has worked well in preventing the conversion of SF homes to rooming houses.

Larry & Anna = couple, not married or together by legal relationship.

= legal under current code.

Larry & Anna = couple, not married or together by legal relationship.

= legal under current code.

IF Larry & Anna invite Mary to rent a room = illegal under our current code.

Larry & Anna = decide to get married.

= legal under current code.

IF Larry & Anna invite Mary to rent a room = LEGAL under our current code.

Anna buys a 4 bedroom house near UWSP to go to college.

Rents three of the rooms to friends.

= Illegal under our current code.

Larry & Anna = married couple.

Anna's mom and dad are aging and need assistance, so they move in.

= LEGAL under our current code.

Larry, Anna and their two kids invite Bill and his child to live with them.

= illegal under the current code.

Larry, Anna, and their two kids could have Bill live with them, but when the dependent is involved, you technically exceed the code.

Example: 1208 Reserve Street

- Property has been single-family since constructed.
- Purchased by a UWSP student in 2020. UWSP student began living in the home and renting out the three other rooms. Total unrelated individuals living at the property was 4.
- Zoning Violation Notice was provided. Owner petitioned for a variance through ZBA, was denied.
- Home was sold in 2022 and is again owner-occupied.



What are other UW Communities doing?

- **Whitewater**
 - Family plus 2, excluding the R-O overlay district.
 - The R-O overlay district only allows no more than two unrelated individuals. This zoning district is adjacent to UW-W campus.
- **La Crosse**
 - Family plus 2 in single-family zoning.
 - Family plus 3 in R-2 zoning and above.
- **Eau Claire**
 - Family. One or more persons, who are related to each other by blood, marriage, adoption or legal guardianship, occupying a dwelling unit.
 - In RM, R-3, and R-4, Family plus 3 (4). All other districts no more than 2 unrelated.
- **Madison**
 - Varies based on renter or owner occupancy, zoning, and relation.
 - Some single-family residential zones allow up to 2 unrelated if renters, others allow up to 5 if the owner of the property lives on site, university-centered neighborhoods may allow up to 5 unrelated individuals.

But why define *Family* in the Zoning Code?

- The formal definition of Family should be changed to be more inclusive. Regardless of the direction and decision the City chooses to pursue, *Household Entity* is a more inclusive title for an updated definition.
- Preservation of neighborhoods – Example: Hospital & Goerke Park
 - Reduces, through land use policy, the likelihood of landlords purchasing a single-family home and rent to 3-4 individuals.
 - Does not reduce the likelihood of landlords purchasing a home and renting to a family.
 - Encourages, through loss of grandfathered status, return of historic rooming houses back to single-family ownership.
 - Encourages home ownership over renter-occupied homes, provides a more stable neighborhood. Additionally, this is a major tool for a families to build wealth.

But why define *Family* in the Zoning Code?

- Regulation of density in existing neighborhoods
 - Discourages impervious surfaces (additional parking spaces or additions to homes for additional people, for example).
 - Encourages additional green space on properties.
 - Helps with stormwater management and natural infiltration of SWM.
- City has made fiscal policies based upon encouraging home ownership
 - Committing funds to programs like rental conversion grants, neighbor helping neighbor grants, down-payment assistance, housing modernization loans/grants.

The argument against defining family

- National affordable housing crisis.
 - Vacant bedrooms in homes because of definition of family.
 - More supply of rooms = reduction in cost of housing.
- Inequity
 - Lower income residents are more likely to rent and to have room mates to help offset the costs to rent. Ex. New teachers are more likely to room together because of their inability to afford to live alone.
 - People of color are more likely to be renters.
- Changing demographics.
 - Major life purchases before meeting family definition, desire to rent additional rooms to help offset mortgage.
 - Decisions to live together and have roommates.
 - Student loans and other financial constraints on renters.

Where do we go from here?

- Public hearing tonight is to amend the definition of family.
- Household Entity – is an individual, or two or more person related by blood, marriage, adoption, foster child arrangement, or similar legal relationship and functioning as a single housekeeping entity, or such individual or person **plus three** individuals not having such similar legal relationship but functioning as a part of the single housekeeping entity. The definition of family shall not apply to a Tourist Rooming House.
- This proposal is to allow up to 4 unrelated individuals reside in the property. A blanket increase from 2 to 4 is doubling the density on every lot in the City.

Where do we go from here?

- Additional Public Hearing Tonight:
- IDD Household Entity – is no more than four non-related individuals, all with intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, residing in the same housing unit and acting as a single housekeeping entity. In such situation, live-in caregivers for those with intellectual and/or developmental disabilities shall not count against the total number of unrelated individuals within the IDD Household Entity definition. The Zoning Administrator may review each case for approval or denial based upon the information provided to them.
- Staff is fully supportive of this change.

Other consideration for regulating

- *What is the direction the City wishes to pursue?*
 - Since 1967, the desire has been to limit the number of rooming houses in the core of the community and preserve existing neighborhoods. Are we going away from this?
- Lot size
 - Does the lot meet the minimum lot size for the zoning code? If too small, regulate # of unrelated individuals on this, but still provide a maximum.
 - This will push more unrelated individuals outside of the core of the community, where lot sizes are small and likely do not meet minimum zoning requirements.

Other consideration for regulating

- Geographic/zoning district restrictions
 - Could place a regulation based upon geographic location, or by zoning district.
 - This was recommended in the 2017 Housing Study (Platteville does this).
 - Could push additional rentals into established neighborhoods.
 - If regulated by zoning district, MF zoning (already denser) could become denser.
- Regulate based upon square footage of a home/bedrooms within home.
 - Enforcement becomes a challenge. Encourages continued use of rooming houses.
- Regulate based upon owner-occupied
 - Incentivize by allowing additional renters if the home is owner-occupied.

City Staff Recommendation

- If the body feels ready to make a recommendation, we would be generally supportive of increasing the number of unrelated individuals from 2 to 3.
- Postponing any action tonight also allows for a further review and potential policy recommendation by City staff.

Attachments relating to agenda Item 8 and 9: Definition of 'family' testimony.

From: [Cindy Nebel 09](#)
To: [Ryan Kemosky](#); [Adam Kuhn](#); [Meleesa Johnson](#); [District 3](#)
Subject: [External] Revision of definition of family
Date: Monday, November 21, 2022 11:09:24 PM
Attachments: [ATT00001.txt](#)
[ATT00002.txt](#)

Hello,

I'd like to bring attention to the recent publication in the Gazette included below. I know I, and others, have shared our concerns about the recent push to change the definition of "family" to that of a "Household Entity". This current proposal, coming to the Plan Commission in December 5th, has been pushed by Mark Kordus and others to allow occupancy for four to five un-related individuals. This number is very similar to the allowance of student rooming houses which the city has found to be problematic for several reasons.

There are many reasons this revision of the city's occupancy requirement needs prior public input, before being on the agenda for City Planning. As with Business 51, this revision needs an opportunity for questions and answers. I believe in order to make a revision that affects all city residents, homeowners should be able to have their concerns addressed.

The housing issues the city has, needs to consider not only the lack of affordable housing, but also the ability to stabilize the quality of life for those living in the core of the city.

Many of the members on the Housing Task Force happen to be landlords. Several also do not live in the center of the city in which would be most impacted by this change. Therefore, I would ask that an informal public meeting be arranged, one which concerns could be heard and possibly be resolved rather than heightened.

Thank you for your consideration of my request,

Cindy Nebel
715-570-4571

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RAYMOND CAL

1233 Maria Drive • Stevens Point, WI 54481-1140

715-321-0329

raymond.cal@hotmail.com

December 1, 2022

Stevens Point Plan Commission
Mayor Mike Wiza, Chair

RE: Changing the Stevens Point Zoning Ordinance Definition of a Family as up to 2 unrelated people living in a household

Plan Commission meeting Monday, December 5, 2022 at 6 pm , 933 Michigan Ave., Open to the Public

TO WHOM IT CONCERNS:

I am opposed to the city changing its definition of a family to more than 2 unrelated people living in a household. The current definition was enacted in response to the deterioration of neighborhoods around UWSP from investors buying single family homes and converting them into student rentals. While every situation and every landlord is different, the general observation that the maintenance of houses and the general condition of neighborhoods was worsening from conversion to rentals for multiple people.

I support efforts to provide more affordable housing for our residents. However, this proposed ordinance change will result in more single family, owner occupied homes being converted to rentals. This is not beneficial to our neighborhoods.

Allowing our neighborhoods to deteriorate will only encourage Stevens Point residents to move out of the city to where they can maintain a better quality of living. Changing the ordinance is a slap in a face to homeowners like myself and other neighbors who have invested in buying our properties and improving them.

Sincerely,

Raymond Cal

Classification: Personal

Adam Kuhn

From: Mike Wiza
Sent: Tuesday, December 6, 2022 11:08 AM
To: Ryan Kernosky; Adam Kuhn
Subject: FW: [External] Dec 5 2022 City Plan Commission Agenda Item # 8

From: Joe Hoover <sticksandglue@yahoo.com>
Sent: Monday, December 5, 2022 4:34 PM
To: Mike Wiza <MWiza@stevenspoint.com>
Subject: [External] Dec 5 2022 City Plan Commission Agenda Item # 8

I write in strong opposition to any change to the current City of Steven's Point Zoning Code's definition of a "family".

Current occupancy of some properties seems excessive and underregulated with no regard for permanent residents (homeowners) they are given little consideration when the inevitable impacts of overcrowding result. Prior to and increases in allowable occupancy are considered, the City should first address present impacts from underregulated rental activities often conveniently explained away by an outdated grandfathering policy. My Grandfather died a long time ago, as should have this free pass to degrade any neighbor's quality of life.

Further, impacts from rental density disproportionately fall upon district # 3 given its location. The City might consider any potential expansions to occupancy outside of this already burdened district? There is certainly an economic benefit to be derived from additional populations within the city; these benefits accrue to the Tax base as a whole while the less enjoyable realities of expansion dominate particular areas.

I agree with the concerns of former Alderperson Cindy Nebel..."I believe this proposal will negatively affect the financial stability for single family homeowners located in the core of the city. It most likely will lead to rent increases due to the increase in number of allowable occupants per dwelling, and will encourage rental investors and corporations to buy up existing affordable single family homes, thus decreasing the availability of affordable housing in our city.

Without addressing these concerns first, I feel the City has no need to advance any changes to current definitions of "family" for occupancy purposes.

Joseph Hoover

2330 College Ave

Stevens Point

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Adam Kuhn

From: Ryan Kernosky
Sent: Monday, December 5, 2022 1:17 PM
To: Adam Kuhn
Subject: FW: [External] Dec. 5 public hearing

For tonight.

RK

From: Clarke Crandell <zootandvanessa@yahoo.com>
Sent: Monday, December 5, 2022 12:25 PM
To: Meleesa Johnson <aldermeleesajohnson@gmail.com>
Cc: Cynthia Nebel <cindynebel09@gmail.com>; Mike Wiza <MWiza@stevenspoint.com>; Ryan Kernosky <rkernosky@stevenspoint.com>; District 7 <district7@stevenspoint.com>
Subject: [External] Dec. 5 public hearing

Dear Alder Johnson:

We are adamantly opposed to the re-definition of "Family" as "Family Entity" as this opens up all kinds of opportunity for the degradation of single and two-family homes in the City. With recent construction, there is ample housing available without opening up existing housing to accommodate more unrelated people (e.g. college students). The definition to include "functioning as part of the single housekeeping entity" is specious and likely unenforceable. We'd like to know the rationale behind this proposal and who, specifically, is behind it. It doesn't pass the smell test.

CLARKE and VIRGINIA CRANDELL
Woodwind Musicians
1916 Clark Street
Stevens Point, Wisconsin 54481

715-341-5355

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Adam Kuhn

From: Mike Wiza
Sent: Monday, December 5, 2022 7:40 AM
To: Ryan Kernosky; Adam Kuhn
Subject: FW: [External] Online Form Submittal: Comments & Suggestions for the Mayor

Please add this to the record of public comments for tonight's meeting.
Copies of all written comments should be provided to the commissioners tonight, please.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, December 2, 2022 1:43 PM
To: Mike Wiza <MWiza@stevenspoint.com>; McKenna Kawski <mkawski@stevenspoint.com>
Subject: [External] Online Form Submittal: Comments & Suggestions for the Mayor

Comments & Suggestions for the Mayor

All anonymous comments and suggestions are welcomed and will be taken seriously, but please note that if you do not provide us with your contact information, we cannot reply to you directly. Thank you.

Please enter your comment or suggestion below (Required):	Hi Mike, I'm writing in support of the updated Housing Entity definition that the city council will be discussing on Monday, since I won't be able to be there in person. Please mark me down as supporting it! It is a no-cost update that opens a significant amount of housing opportunities. Additionally, it would have beneficial financial implications for renters to further share rental costs together.
---	--

The fields below are optional. Fill out any or all of them only if you'd like us to be able to reply to you. (All information submitted does become a public record.)

Name:	Ariel Welling
Street Address:	2108 Church St B
City:	Stevens Point
State:	WI
Zip:	54481-4503
Phone Number:	7153409535
Email Address (Optional):	arielwelling@gmail.com

Email not displaying correctly? [View it in your browser.](#)

Adam Kuhn

From: Mike Wiza
Sent: Monday, December 5, 2022 8:29 AM
To: Ryan Kernosky; Adam Kuhn
Subject: FW: [External] Online Form Submittal: Contact the Mayor

Please include this comment as well.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, December 3, 2022 9:56 AM
To: Mike Wiza <MWiza@stevenspoint.com>; McKenna Kowski <mkawski@stevenspoint.com>
Subject: [External] Online Form Submittal: Contact the Mayor

Contact the Mayor

First and Last Name:	Gregg Hansel
Street Address:	525 Clayton Avenue
City	Stevens Point (cha City, State, and/or Zip as needed)
State:	WI
Zip:	54481
Phone Number:	715-347-2116
Email Address:	ghansel7@gmail.com

Please enter your questions
or comments below:

Dear Mike,

I understand that the Planning Committee will be looking at the Housing Committee's recommendation on Monday evening. I urge you to approve that as written. Changing to the new policy will increase housing stock, provide housing for lower income people, and not hurt landlords. What could be better. Anything short of that would be a poor choice. The current policy is discriminatory, and even increasing the current law by an extra person would still be discriminatory. Our progressive city shouldn't have such regressive laws.

Thank you.

Gregg and Kathy Hansel

Adam Kuhn

From: Mike Wiza
Sent: Monday, December 5, 2022 11:39 AM
To: Ryan Kernosky; Adam Kuhn
Subject: FW: [External] Planning Commission Agenda
Attachments: Screenshot_20221205_091307_Chrome.jpg

Yet another. This got sent to most commissioners already. Pete isn't on the list below, but send it to all commissioners again.

From: Travis Haines <travis@rentcandlewood.com>
Sent: Monday, December 5, 2022 11:28 AM
To: District 7 <district7@stevenspoint.com>; davecooper0502@gmail.com; mkilten@gmail.com; matt.mike.rice@gmail.com; Mike Wiza <MWiza@stevenspoint.com>
Subject: [External] Planning Commission Agenda

Dear Planning Commissioners,

I wanted to take a minute to show support for a couple agenda items tonight - changing the definition of family and increasing the number of unrelated occupants for rental properties in the city of Stevens Point.

For background I serve on the housing task force along with two dozen other individuals from nonprofits and Community organizations but it also includes the Community Development Department, City Alderpersons, builders, real estate agents, and landlords. We have extensively discussed researched and weighed the pros and cons of changing the cities occupancy guidelines over the past 6 months, and this vastly diverse group all see a strong need for a change to the current guidelines. One only has to look to the fact that City Council President Johnson felt so strongly about changing this that she opted not to wait for the final Housing Task Force white paper recommendations and the change to occupancy should be addressed immediately. This is why she brought a motion to bring this in front of you today. I have attached a copy of who is on the Stevens Point Housing Task Force so you can see the members and their background. I've heard the claim that "many members" of the task force are landlords and are pushing this change. I think it's important to note that only three of the 15 are actually landlords in our community . While those landlords support the change the other 80% of the housing task force members overwhelmingly as a whole feel that this is time to make this change and to give our residents a shot at more affordable housing for their families .

With housing affordability being a major issue in our country and our communities the changing of this occupancy code has an immediate impact on making housing more affordable by allowing renters to share rent and utility expenses. The best part of this is that it costs absolutely nothing and helps over 50% of the Stevens Point residents. It involves no taxpayer money and can have an immediate impact on helping struggling renters within our community avoid eviction.

The current definition of family is very discriminatory in its nature and does not align itself with current family structures that are outside of traditional marriage. In the Housing Industry we live and breathe fair housing day-to-day and are constantly striving to provide fair treatment to all parties. The way the current definition is written there is a very real potential that maintaining status quo could end the city of Stevens Point up in a legal battle over the discriminatory practice of requiring marriage to be considered a family and restricting renters ability to have a roommate or two. We should strive for our city to be free from fair housing violations and to not create or maintain ordinances that are discriminatory in nature.

I'm sure there will be some opposition to this from homeowners as they have enjoyed decades of City's overly restrictive occupancy guidelines. We have heard the argument that it will just be landlords packing kids into houses and

how student renters will create a huge issue but the reality is that this change really isn't for the students. With enrollment down, demand for student housing is at an all-time low. Students already have plenty of options to live with more than two people based on the student houses around the campus that are grandfathered in. This change is for our general, non-student renters. To give you some real-world examples, our current ordinance forces us to deny three teachers who wanted to live together or three Skyward employees who wanted to share living expenses all because they are not related to each other or not a family. Keep in mind that none of these groups exceed our current occupancy guidelines for the city based on livable square footage. This change to the definition of family and unrelated adults is being made to help groups of people such as this.

In closing, over 50% of the residents in Stevens Point are renters and not homeowners. It's time that the majority of this population is given a fair shake and not treated like second class citizens. There will always be a subset of homeowners who are only concerned about themselves, and oppose changes, but this is not about individual feelings, it's about our community as a whole. We don't make policy based on irrational fear or the small group who makes a lot of noise. We make policy based on what's good for our community and this is an easy one. I am asking for your support in making the change to the definition of family and the 2 unrelated occupants.

Thank you!

Travis Haines
Candlewood Property Management LLC
Housing Task Force Member

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

From: [Mike Wiza](#)
To: [Ryan Kemosky](#); [Adam Kuhn](#)
Subject: FW: [External] Online Form Submittal: Contact the Mayor
Date: Monday, December 5, 2022 9:55:55 AM

One more

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, December 5, 2022 9:10 AM
To: Mike Wiza <MWiza@stevenspoint.com>; McKenna Kowski <mkawski@stevenspoint.com>
Subject: [External] Online Form Submittal: Contact the Mayor

Contact the Mayor

First and Last Name:	Kevin & Dorothy Leahy
Street Address:	100 Union Street
City	Stevens Point (change City, State, and/or Zip as needed)
State:	WI
Zip:	54481
Phone Number:	715-341-8197
Email Address:	kcl54481@gmail.com
Please enter your questions or comments below:	Dear City Plan Commission Chair, We are opposed to the change of the definition of 'family' as stated in Section 23.04(2). Opens up the likelihood of single family homes being converted to rentals and negatively affecting neighborhoods. Kevin & Dorothy Leahy 100 Union Street Stevens Point, WI 54481

Email not displaying correctly? [View it in your browser.](#)

Adam Kuhn

From: Ryan Kernosky
Sent: Monday, December 5, 2022 2:48 PM
To: Adam Kuhn
Subject: FW: [External] testimony - 5 Dec. 2022 PC meeting
Attachments: Testimony for Plan Commission 5 Dec 2022 (conservancy & family def).pdf

From: Trevor Roark <rambledandy@gmail.com>
Sent: Monday, December 5, 2022 2:39 PM
To: Mike Wiza <MWiza@stevenspoint.com>; Ryan Kernosky <rkernosky@stevenspoint.com>
Cc: District 4 <district4@stevenspoint.com>
Subject: [External] testimony - 5 Dec. 2022 PC meeting

Hi, Mike, Ryan, & Mykeerah,
Hope ya'll had a good Thanksgiving!

I apologize that I can't attend tonight's Plan Commission meeting. However, I respectfully request that my attached testimonies get read into the record for two agenda items: 7 & 8.

Thanks a ton!

Trevor Roark
local community advocate
715-570-1961

8. Presentation and discussion on a potential amendment to the Zoning Code's definition of 'family.'

Trevor Roark, 601 Washington Ave.

I'm sorry I couldn't attend tonight's meeting and appreciate this testimony getting read into the record.

I'm in favor of this proposed amendment.

I've read through the item 8 materials in this packet and some of the goals of the Housing Task Force and it seems like a wholistic approach to move in this direction.

With zoning's troubled history in discrimination against BIPOC and exclusionary methods leading to less affordable housing blocks, it makes sense to break down barriers to equity in this more inclusive way. Further, this amendment can increase density, help realize infill goals, and of course, increase housing affordability. To better understand this complex issue, I contacted the Community Development Dept. today and talked with Mark Kordus.

Two things stuck out to me in our conversation:

First, about 28% of residents are housing insecure. This is a much larger number than I thought and he mentioned this was a 2020 statistic. I think all of us understand how affordability has been reduced even more over these last 2 years.

Second, and in relation to concerns about single-family homes getting converted into student rentals, it was eye-opening to hear from Mark that the majority of homes in Stevens Point with maintenance issues or fall into disrepair are not student rentals. This, to me, means that other solutions should be tried in order to address the causes instead of the symptoms of neighborhood disputes.

I understand how parking often comes up as a concern in this type of conversation in that too many cars/trucks are parked beyond the driveway edges and then erode the lot. Or, a landlord might build more off-street parking for curb appeal and then cause additional issues like reduced housing affordability, increased runoff, decreased green space, increased electricity usage for air conditioning due to increased convection in the summer, and induced demand to drive. I too share these concerns and there are two strategies that would address this: removing parking minimums from the entire City and unbundling parking.

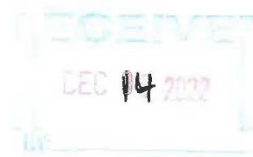
I think most people here understand what removing parking minimums is and so I'll be brief. Removing them would allow home-owners, landlords, & developers to decide the

amount of off-street parking supply instead of using the current requirements, which are based on outdated suburban planning models from the 1930's - 50's. Look no further than the Centerpoint Mall and most of its still existing, yet many times mostly vacant, parking lots to discover how excess parking supply created from parking minimums can damage our City. Removing parking minimums from the zoning code would save all of us money in the long term and thus make living here more affordable.

The second strategy, unbundling parking, would require all landlords/rental owners to show and charge the price of a dedicated parking spot for the tenant instead of it being bundled into the cost of rent. This allows renters who can't afford a car/truck to not have to subsidize other renters' parking spots. As a result, housing automatically becomes more affordable and may show the true demand for parking. This, in turn would save landlords/rental owners and developers money too since they wouldn't need to accommodate or construct so much assumed parking supply. Plus, renters and home-owners can better use the already existing and extensive street parking supply.

Returning back to redefining family in the zoning code, I think this is a good move towards reducing discrimination, increasing housing affordability and options, and improving the livability of our City. I hope the commission approves this amendment and works towards other recommendations through the Housing Taskforce.

Thanks for your time.



Phyllis M. Carlson
1241 Maria Drive
Stevens Point, WI 54481
Phyllis.carlson@hotmail.com

12/09/22

ATTN: Members of the Stevens Point Plan Commission

• Mayor Wiza • Alderperson Kneebone • Commissioner Arntsen • Commissioner Cooper •
Commissioner Ilten • Commissioner Rice • Commissioner Schuler

I have reviewed the agenda from the December 5th, 2022 City Plan commission.

I absolutely do not agree with changing the ordinance of a Definition of a Family as up to two unrelated people into four people.

With turning all of the housing into what it would appear to be rooming board/mini frat houses, renters are not invested in the property, the maintenance of the property is not high priority. As we are a University City, students come and go with little regard of keeping our City as a family oriented city.

There are several houses in the Stevens Point area that are not kept up and the City is unable to have these properties cleaned up. How would the City follow up on all the houses that are being rented out to multiple individuals?

We, as single family owned housing, have a tendency to keep our homes neat and in order as we take pride in our ownership, knowing what it takes to have a home and what the cost investment is.

At this time, there are numerous apartment housing projects in process that should be able to help with student housing.

Many of us have moved to Stevens Point in the past few years to be able to live in a place that appears to be able to supply a good quality of life for us and our families. We would like to keep it that way.

Sincerely,

Phyllis M Carlson

9. Public Hearing and action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends the definition of 'family' as stated in Section 23.04(2) to read as follows: Household Entity - is an individual, or two or more person related by blood, marriage, adoption, foster child arrangement, or similar legal relationship and functioning as a single housekeeping entity, or such individual or person plus three individuals not having such similar legal relationship but functioning as a part of the single housekeeping entity. The definition of family shall not apply to a Tourist Rooming House.

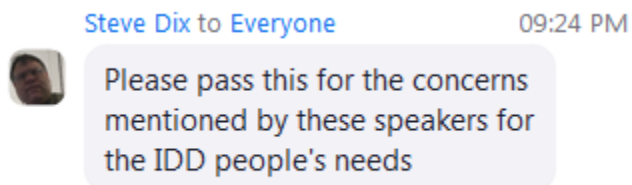
Gracia Day to Everyone

08:14 PM

GD

I do not believe increasing the number from 2 to 4 of non related persons is the answer to the low income housing problem. There are many things that need to be addressed and researched before considering this change. Crowding in cities is a problem and this change would create a crowding problem in Stevens Point. We need more balance in our city. Parking and infrastructure need to be considered. I believe rent will only increase if more people are allowed in each rental. I do not agree with this proposal. It will create or recreate problems. We have so many new apartments and the development at the Grove already.

Attachments relating to agenda Item 10: Definition of IDD Household Entity Testimony.



Attachments relating to agenda item 13: November Monthly Report

Community Development Report, November 2022

Construction Report

New Construction	# of Permits	Location	Declared Valuation	Fees
Single Family	-	-	-	-
Two-Family	-	-	-	-
Multi-Family	-	-	-	-
Commercial/Industrial	-	-	-	-
Additions or Alterations	# of Permits	Declared Valuation		Fees
Residential	74	\$521,143.50		\$5,822.76
Commercial	32	\$3,602,237.26		\$19,421.33
Monthly Permits	Monthly Valuation	Monthly Fees	YTD Permits	YTD Valuation
106	\$4,123,380.76	\$25,244.09	1529	\$96,889,861.62
				YTD Fees
				\$376,726.55
			2021	\$45,353,681.89
			2020	\$153,926,648.73
			2019	\$97,295,999.54
				\$426,085.53

Violation Report

New Code Cases	
Abandoned Vehicle on Property	6
Bulk Waste at Curb	18
Construction Work Without Permits	2
Debris on Property	9
Exterior Violations on House	4
Heating equipment not installed properly	0
Illegal Pets or Livestock	0
Illegal Use of Occupancy	0
Improper Signage	0
Infestation	0
Interior Housing Violations	1
Property Encumbrance	0
Public Works Violation	0
Snow & Ice Removal - Sidewalk	0
Tall Grass or Noxious Weeds	0
Trash Containers Improperly Stored	0
Trash/Litter	0
Unsanitary/Unsafe Conditions	1
Vacant Building/Home	0
Vehicle Parked on Grass	19
Vision Obstruction in Roadway or Intersection	0
Zoning Violations	1
Total Violations / Total Service Fees Billed	61 / \$2,800
Voluntary Compliance Rate for Tagged/Verbal	10/15 66%

+ Referred to another department

**City of Stevens Point
Transportation Commission Meeting
December 12, 2022 - 4:45 PM**

**Central Transportation
2700 Week Street, Stevens Point, WI**

Zoom

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, Kaitlyn Wall

2. Approval of the November 14, 2022 minutes.

No corrections, minute's approved.

3. Approval of the November, 2022 Financial/Claims report.

No corrections, financial/claims reports approved.

4. Public comment on plans for additional route in 2023.

No comments.

5. Approval of plans for additional route in 2023.

Karalyn Peterson made a motion to approve plans for additional route in 2023. Tom Bertram Seconded. Ayes all; Nays none; Motion carried.

6. Next meeting date January 9, 2023 - 4:45pm.

7. Adjournment.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING December 12, 2022 - 7:13 PM Community Room 933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

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

OTHERS PRESENT **Directors:** Scott Beduhn, Joel Lemke, Dan Kremer and Ryan Kernosky.
Alderspersons: Keely Fishler, Mykeerah Zarazua, Marc Christianson, Polly Dalton and David Shorr.
City Staff: Human Resource Manager Sandy Frasch, Deputy C/T and Finance Manager Carrie Freeberg, Fire Chief Jb Moody and City Clerk Kari Yenter.
Others Present: Jan Nelson - 2021 Sleepy Hollow Rd. Jct City, Jennifer Barden - 6809 Sixth St., Bill Bushman - 5516 Elmwood Ave., Neil Prendergast - 1924 Plover St., Renee Simono - 1247 Rocky Run Rd. Linwood, and Liam Nielsen,

Informational

1. Director's Report

Director Beduhn pointed out that there is a Public Informational Meeting for the 2023 Streets Improvement Project scheduled this Thursday, December 15th at 6:00 p.m. in the Community Room at the Police Department. Letters were mailed out to adjacent property owners on Tuesday, November 29th inviting them to the meeting.

No need for a motion on this item.

Discussion and Possible Action

2. Transportation utility fee design and draft ordinance language.

Ald. Kneebone stated that she would rather see a referendum in order to have people

vote for a property tax increase and pay for it once rather than enact a transportation utility that will more then likely not go away.

Mayor Wiza added that we have the option to put a transportation utility in a referendum and let the public decide which one they feel is more equitable.

No need for a motion on this item at this time.

3. To approve the Ordinance Amendment in Chapter 9, Section 9.19 Establishing ATV/UTV Routes.

Ald. Shuda **moved**, Fred Hopfensperger seconded, to approve the ordinance amendment as written.

Mayor Wiza pointed out that the map for the west side is inaccurate and does not match the wording of the proposed ordinance. The proposed ordinance is the version this group looked at in the past and there was speculation in regards to safety.

Ald. Plaisance stated that he is for this ordinance in order to bring the routes together.

Ald. Keymer stated that she voted in favor of this last time and then against it when it came to Council because of safety concerns with the Hwy 66/Stanley Street route.

Ald. Kneebone stated that she did not support this last time and will not support it again because she doesn't feel these are made for city streets or highways, along with a list of other reasons.

Mayor Wiza added that Katrina Shanklin wanted to be here tonight to vote in favor of this; however, she was feeling under the weather.

Fred Hopfensperger stated that he is all for this and, in fact, has purchased one himself and feels that they are very safe.

Ald. Morrow agreed with Ald. Keymer on taking Hwy 66/Stanley Street route off the map.

Bill Bushman, 5516 Elmwood Drive spoke about his opposition to the Old Hwy 18 route as it is more of a residential area.

Renee Simono, Town of Linwood would like to see this pass as well as expand the routes on the west side.

Jennifer Barden, 6809 Sixth Street stated that she is a certified ATV/UTV Instructor for Portage County. She answered a lot of the questions and educated on concerns that were brought up.

Ald. Morrow **moved** to amend the motion to accept the ordinance amendment excluding Hwy 66/Stanley Street from the map, or (9.19 (1) (iii)) ; Ald. Keymer seconded.

Call for the vote: ayes, minority; nays, majority; motion carried to reject the ordinance amendment excluding Hwy 66/Stanley Street from the map.

Chairperson Wiza called upon a vote for the original ordinance amendment, to approve this amendment as written.

Ayes majority; nays minority; motion carried.

Adjourn

Adjourned at 7:59 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
December 12, 2022 - 6:00 PM**

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

**OR
Zoom Teleconferencing**

Discussion and Possible Action on:

1. Roll Call.

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

Others

Present: Mayor Wiza, Clerk Yenter, Director Lemke, Assistant Chief Williams, Director Kernosky, Chief Moody, Director Beduhn, Ald. Shorr, Ald. Johnson, Ald. Plaisance, Ald. Shuda, Ald. Dalton, Ald. Morrow.

2. License List:

- A. Class "B" Beer License: Northward Adventures LLC at 4201 Main Street, Stevens Point for license period beginning April 01, 2023.**
- B. Class "A" Beer/"Class A" Liquor License: Kakan Inc. at 5474 US-10, Stevens Point for license period beginning December 20, 2022.**
- C. Change of Schedule Agent: WHRGOPS NW-WI-NWI LLC, 3650 Mansell Road, Alpharetta, GA 30022; Michelle Hizer, 3511 36th Street South, Wisconsin Rapids, WI agent at The Store 3239, 201 West Clark Street, Stevens Point, replacing Jose Mata.**
- D. Change of Scheduled Agent: Hilltop Pub and Grill Inc, 812 Fieldcrest, Stevens Point; Suzette M. Meyer 812 Fieldcrest, Stevens Point, WI agent at Hilltop Pub And Grill, 4901 Main Street, Stevens Point, replacing Michael Mitchell.**
- E. Secondhand Jewelry/Secondhand Article/Pawnbroker Licenses: E-Ways Sales & Pawn, 845 Akron Drive, Nekoosa, WI 54457 at 3296 Church Street, Suite F, Stevens Point.**

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

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

3. Request to Hold Event/Street Closing:

A. Summer CWSO Istice on June 22, 2023 (Recurring Event).

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

No concerns from law enforcement.

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

4. Adjournment.

Adjourned at 6:02 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

December 12, 2022 - 7:12 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 852 7453 5212 | Passcode: 945420

By Computer:

<https://us02web.zoom.us/j/85274535212?pwd=QWpGK1Y2L1c1a2JVMXdnR3VPUi8wZz09>

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

MINUTES

I. Non-Action Items:

1. Roll Call.

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

OTHERS PRESENT Mayor Wiza; Attorney Beverage; Clerk Yenter; C/T Ladick; Deputy C/T Freeberg; Alderpersons Kneebone, Fishler, Zarazua, Keymer, Christianson, Shuda; Directors Lemke, Kernosky, Beduhn, Kremer; Fire Chief Moody; HR Manager Frasch; Planner Klesmith; Tricia Church; Neil Prendergast; Liam Nielsen; Renee Simono; Jennifer Barden; Jan Nelson

II. Discussion and Possible Action on:

2. Approval of transfers between funds.

Ald. Dalton **moved**, Ald. Morrow seconded, to approve the transfer between funds.

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

3. Consideration of options for addressing challenges in the 2024 operating budget.

Bill Bushman, 5516 Elmwood Avenue, questioned how the number of trips would be calculated for the Transportation Utility and whether or not single family residences would all pay the same amount. Director Lemke replied that the average would work out as a single family residence can have any number of people living in it and it can fluctuate over the years, and a small apartment may have 4 people living in it. He stated that the final decision would need to be to create an ordinance and that responsibility would lie with the governing body.

Mr. Bushman questioned how the revaluation process will affect the values of homes. He is concerned that home values have gone up, but believes the values will go back down. He is asking how the values will be calculated based on this issue and also asked how someone would dispute a value. Director Kernosky replied that the revaluation process does take into account the value fluctuations. To challenge an assessment, there is a Board of Review that meets in June every year, but welcomes any calls to the office to try to resolve it before it goes to the Board of Review.

Ald. Johnson asked staff to present a side by side comparison for the options that were presented.

No action taken.

4. Approving the write-off of uncollectible personal property taxes.

Ald. Morrow **moved**, Ald. Plaisance seconded, to approve the uncollectible personal property taxes as listed, in the amount of \$1,351.49.

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

5. Consideration of request for funding for the Stevens Point Area Convention and Visitors Bureau.

Ald. Morrow **moved**, Ald. Dalton seconded, to approve the request for funding for the Stevens Point Area Convention and Visitors Bureau.

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

6. Discussion and Possible Action on a Development Agreement for a Hilton Home2Suites Located at 5511 John Joanis Drive.

Ald. Dalton **moved**, Ald. Morrow seconded, to approve the development agreement for Hilton Home2Suites, located at 5511 John Joanis Drive.

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

7. Request for approval to apply for the Wisconsin Economic Development Corporation's Vibrant Spaces Grant for the Emerson Park Revitalization Project.

Ald. Dalton **moved**, Ald. Plaisance seconded, to approve applying for the Wisconsin

Economic Development Corporation's Vibrant Spaces Grant for the Emerson Park Revitalization Project.

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

8. Request for approval to apply for the Natural Resource Foundation of Wisconsin's Pollinator Protection Fund to pilot a native-planted lawn program.

Ald. Dalton **moved**, Ald. Morrow seconded, to approve applying for the Natural Resource Foundation of Wisconsin's Pollinator Protection Fund to pilot a native-planted lawn program.

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 \$12,252,657.53.

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

III. Closing Items:

10. Adjournment

Ald. Dalton **moved**, Ald. Morrow seconded, to adjourn at 7:12 p.m.

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

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

	Bal October 1, 2022	Receipts	Disbursements	Bal October 31, 2022
GENERAL OPERATING CASH	\$1,171,764.02	\$4,138,204.94	\$4,539,580.48	\$770,388.48
UTILITIES & TRANSPORTATION (Cash and Investments)	\$15,637,993.85	\$2,133,538.04	\$3,715,545.39	\$14,055,986.50

INVESTMENTS	Bal October 1, 2022	TRANSFER IN	TRANSFER OUT	Bal October 31, 2022
GENERAL	\$25,659,445.29	\$442,740.29	\$3,000,000.00	\$23,102,185.58
SPECIAL REVENUE	\$817,756.02	\$0.00	\$0.00	\$817,756.02
DEBT SERVICE	\$36,378.56	\$0.00	\$36,378.56	\$0.00
CAPITAL PROJECTS	\$4,962,481.46	\$0.00	\$61,518.11	\$4,900,963.35
INTERNAL SERVICE	\$2,063,348.37	\$0.00	\$0.00	\$2,063,348.37
TRUST	\$3,966,288.72	\$0.00	\$0.00	\$3,966,288.72
TOTALS	<u>\$37,505,698.42</u>	<u>\$442,740.29</u>	<u>\$3,097,896.67</u>	<u>\$34,850,542.04</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,153,469.00	\$3,358,279.60	80.85%
POLICE	\$5,870,534.00	\$4,896,395.18	83.41%
FIRE	\$5,551,322.00	\$4,453,006.73	80.22%
PUBLIC WORKS	\$6,142,653.00	\$4,841,772.40	78.82%
PARK & REC	\$2,156,623.00	\$1,781,935.02	82.63%
CAPITAL PROJECTS	\$7,979,100.00	\$4,116,828.32	51.60%
DEBT SERVICE	\$8,788,980.00	\$7,681,181.25	87.40%
YTD TARGET	83.33%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$26,545,561.00	\$20,215,512.19	76.15%

Supplemental Poll Workers for 2022-2023

Presented for approval by the Common Council – December 19, 2022

Last Name	First Name	Party
Clabots	John	Un

RESOLUTION
Directing a Spring Primary Election

The Common Council of the City of Stevens Point does hereby resolve:

Pursuant to 8.11(1)(a) of the Wisconsin Statutes, there shall be a Spring Primary Election in any Aldermanic District and/or office of the Mayor in the event there are three (3) or more qualified candidates and such election shall be held on February 21, 2023.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: December 14, 2022
Adopted: December 19, 2022

RESOLUTION

RELATIVE TO ADOPTING A BUSINESS IMPROVEMENT DISTRICT AND PARTICIPATING IN WISCONSIN ECONOMIC DEVELOPMENT CORPORATION PROGRAMMING

A RESOLUTION to adopt the 2023 Business Improvement District Implementation & Operational Plan for the Downtown Business Improvement District.

WHEREAS, several business and property owners have petitioned the City of Stevens Point to form a Business Improvement District (BID) to increase the vitality of downtown Stevens Point as defined by the district boundaries in the 2023 Businesses Improvement District Implementation & Operational Plan and have helped draft the plan; and,

WHEREAS, downtown Stevens Point requires unique services and action to execute a strategy that will benefit a variety of residents, visitors, businesses, and property owners, and the district as a whole; and,

WHEREAS, BIDs prove to be an effective tool for generating and executing a strategy that increases social and commercial activity in specific regions of a municipality; and,

WHEREAS, capacity-building support is currently available to downtown organizations through the Wisconsin Economic Development Corporation's Main Street Communities program to develop such strategies; and,

WHEREAS, a Board of Directors will be appointed by the Mayor and confirmed by the Common Council to continually execute and evaluate the BID Operational Plan; and,

WHEREAS, the Community Development Department of Stevens Point is able and prepared to train an incoming BID Board of Directors and facilitate BID operations; and

WHEREAS, the City of Stevens Point has pledged matching funds for the first five (5) years of BID operations to accelerate the success of the BID; and,

WHEREAS, all requisites in Wis. Stat. 66.1109 to adopt a BID have been met,

IT IS THEREFORE RESOLVED THAT:

The City of Stevens Point Common Council adopts the 2023 Business Improvement District Implementation & Operational Plan to create the Downtown Business Improvement District, and

HEREBY AUTHORIZES the Community Development Department to apply to the Wisconsin Economic Development Corporation's Main Street Communities program on behalf of the Downtown Business Improvement District and represent the Downtown Business Improvement District as needed.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Adopted this ____ day of December, 2022



2023 Business Improvement District Implementation & Operational Plan

11-7-2022

Downtown Business
Improvement District Plan

11/7/22



Accolades

BID Planning Committee

Mike Beacom
Craig Cook
Robyn Dunahee
Scott Gulan
Troy Hojnacki
Marc Christianson
Kathy Johnson
Ryan Kernosky
Christopher Klesmith

City of Stevens Point

Mayor: Mike Wiza
City Clerk: Kari Yenter
Comptroller: Corey Ladick
City Attorney: A. Logan Beveridge
City Assessor: Steve Shepro

Director of
Community Development: Ryan J. Kernosky

Alders: District 1 – Marc Christianson
District 2 – David Shorr
District 3 – Ginger Keymer
District 4 – Mykeerah Zarazua
District 5 – Meleesa Johnson, Council President
District 6 – Vacant
District 7 – Mary Kneebone
District 8 – Dean Shuda
District 9 – Polly Dalton
District 10 – Keely Fishler
District 11 – Shaun Morrow

Plan Commission: Mayor Mike Wiza, Chair
Alder Mary Kneebone
Dave Cooper
Mark Ilten
Pete Arntsen
Matthew Rice
Jeff Schuler

Additionally, the City would like to thank the City of De Pere, WI for the excellent template and reference for the creation of this document.

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I. Introduction

The City of Stevens Point and the Stevens Point Business Alliance, recognizing the importance the Historic Downtown Stevens Point Community plays into the economic and cultural success of our community, has put together this Business Improvement District (BID) implementation and operating plan for the year 2023. This BID operating plan is the initial step to the ultimate creation and management of the Downtown Stevens Point BID.

Wisconsin Act 184, established in 1984 (WI Stats. §66.1109) enabled cities to establish Business Improvement Districts (BID) upon the petition of at least one property owner within the proposed district. The purpose of WI Act 184, is to “allow businesses within those proposed district(s) to develop, manage, and promote the districts and to establish an assessment method to fund these activities.” This operating plan is consistent with the requirements set forth in WI Stats. §66.1109(f), and a legal opinion of the City Attorney is included in Appendix A.

The proposed BID includes 259 parcels with a total BID value of \$35,686.86. The proposed boundaries include The Wisconsin River, Portage Street, Division Street, and Ellis Street/Arlington Place. Of the 259 parcels, 121 are tax exempt or are used for residential purposes. Of the remaining 138 properties, the BID value is assessed at \$0.60 for every \$1,000.00 in total value of the parcel. The map for the proposed district boundaries is further described in Appendix B, and information on each parcel classification is listed in Appendix C.

A. Purpose of the BID

The intent of the Stevens Point Business Improvement District Operating Plan is that the work described in this plan will complement the work of the volunteer-run Stevens Point Alliance with assistance from the Stevens Point Department of Community Development. Business Improvement Districts are quite similar to traditional special assessments where property owners are assessed for improvements or services that benefit them. However, unlike traditional special assessments, Business Improvement District assessments can be utilized to finance a wide range of activities, improvements, and services. The purpose of this BID is to enhance the viability of historic Downtown Stevens Point through additional economic development and activity.

The property owners who have petitioned the City for the creation of this BID believe this is the most efficient way to accomplish the goals and objectives identified in the City's Comprehensive Plan and the Downtown Targeted Area Master Plan.

Development of the District through creation of the BID is proposed as a result of:

1. The BID allows partnering with private property owners within the District to work together with the City in development and subsequent improvement of the economic health and vitality of the District.
2. The City has no additional public monies for promotion and marketing of the District. By promoting and marketing the District through District monies, residents, tourists, and others will provide additional economic activity of the businesses with the District.



3. The funding and financing of improvements, promotion, and marketing of the District outlined within this plan provides equitable and fair assessments to property owners within the District to help with the implementation of this plan.
4. Utilization of this District and the implementation of the plan will fulfill District improvements projects identified in the City's Comprehensive Plan and Downtown Targeted Area Master Plan.

II. Development Plans

The main objective of the BID is to improve the social, economic, and physical environment of Historic Downtown Stevens Point and the surrounding business areas that are impacted by the economic vitality of the area. Additionally, and arguably the most critical to the success of the BID, this plan is intended to unite businesses, organizations, and local government through collaboration and partnership to achieve the main objective discussed earlier.

A. Goals for the District Development

Goals for the District development as identified by local businesses, building owners, and the City in the Downtown

1. Recertify the City's Downtown as a Wisconsin Economic Development Corporation "Main Street Community" community ([2005 Comprehensive Plan](#), pg. 145).
2. Encourage, revise, and promote the City's façade improvement grant program ([2005 Comprehensive Plan](#), pg. 122).
3. Assist, with help from community partners, continued maintenance and implementation of a wall mural program in the Downtown ([2005 Comprehensive Plan](#), pg. 122).
4. Enhance the District by placemaking and embracing the City's heritage through historic markers and monuments ([2005 Comprehensive Plan](#), pg. 121).
5. Promote, with assistance from the City, unique business development, expansion, and relocation to the District through managed events and marketing ([2005 Comprehensive Plan](#), pg. 145).
6. Continue to encourage Downtown Revitalization through partnerships and cooperation ([2005 Comprehensive Plan](#), pg. 164).
7. Promote, manage, and elevate Stevens Point Cultural Events that occur downtown ([2005 Comprehensive Plan](#), Appendix F of said document).
8. Execute projects and programs in accordance with approved updates to the City of Stevens Point Comprehensive Plan.
9. Execute specific improvements in the BID as identified in downtown targeted area master plans as such plans become approved.

B. Plan of Action

The first full year of the operation of the BID is critical for the future success of the District. The first year will include the following action items:

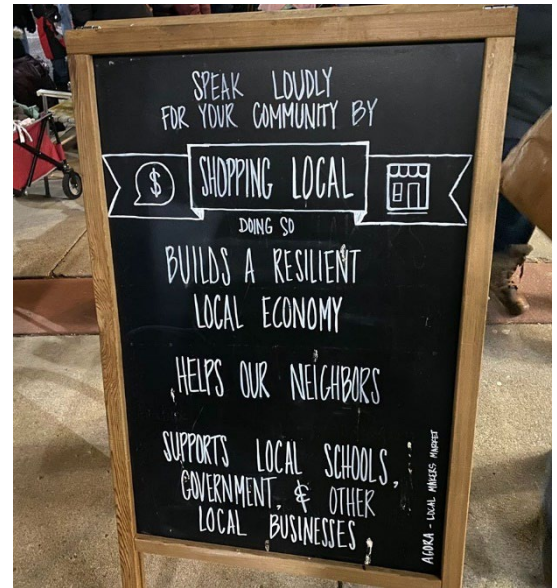
1. Organize the BID Board and better learn the process and implementation of the BID Operation Plan.
2. Identify adequate training resources for incoming BID Board members.
3. Develop and implement a plan and budget for the coming year and beyond for the District based on the financial expectations from assessments and its priority of needs, and the City's planned improvements during the same period. The City recommends hiring a BID manager to execute this plan and grow BID finances.
4. Work with the City, businesses, and property owners within the District to improve the use of the façade grant improvement program and the Central Wisconsin Economic Development Fund Inc., and identify grant programs to construct for the BID, including property maintenance funds.
5. Develop a cohesive marketing and promotional plan to attract residents and visitors to District businesses and the District as a whole that complements the Stevens Point Alliance marketing strategy.
6. Work with community partners in promoting beautification and art related projects within the District. This includes murals, trash cans, flower bed placements and maintenance and other areas/objects that may require additional beautification and placemaking.
7. Work with the City and explore other opportunities to develop maintenance practices for the District, specifically for public spaces, in which both parties understand expectations and responsibilities relating to the maintenance of the District year-round.
8. With assistance from the City, implement enhancements as determined appropriate from the City's Comprehensive Plan and Downtown Targeted Area Master Plan.



C. Benefits

Money collected from the BID under this Operating Plan will be spent exclusively within the District for the benefit of the District, and used to:

1. Help the tenants and existing businesses in the District become stronger and more economically resilient by:
 - a. Promoting the District through a wide-variety of platforms and programs, with focus on business promotion.
 - b. Managing events that drive traffic into the District and the businesses within the District and increase revenues for the district.
 - c. In conjunction with the City, creating a space inclusive of all modes and styles of transportation to further expand upon the economic activity of the District.
2. Increase the value of property within the District by:
 - a. Improving the physical District through promotion of the façade grant program, street scape improvements, and others.
 - b. Increase the demand for space by new businesses that see the successes of the BID and wish to locate within the District.
 - c. Continuing to make the District a financially and economically resilient place.
3. Assist District property owners in securing and retention of tenants by:
 - a. Assisting property owners and tenants in the District in partnering with City Government through consultation and formal and informal interaction with City staff and officials.
 - b. Assisting property owners in retaining existing tenants by providing programs and services that help businesses to thrive. Implement in conjunction with the City, projects identified in the Downtown Targeted Area Master Plan and City's Comprehensive Plan that will improve tenant retention.
 - c. Assisting property owners in recruiting new businesses to the District and reducing new vacancies.



D. Annual Review

The BID law requires the Operating Plan to be presented annually to Stevens Point's City Council for approval. To comply with the Wis. Stats. §66.1109 (3) (b), the following process for the approval of the annual Operating Plan will be as follows:

1. A joint strategy session of representatives from the BID Board and the City will meet annually and will be responsible for developing the objectives of the Operating Plan for the next plan year.
2. The Operating Plan will be drafted by the BID Board based on comments by the City Council.

3. The BID Board will review the proposed Operating Plan and make recommendations to the City Council.
4. The City Council will act on the proposed Operating Plan for the following plan year.
5. Appointment of new BID Board members will be made 30 days prior to the expiration of outgoing BID Board members terms. This appointment is made by the Mayor and approved by the City Council.

It is anticipated that the BID Board will continue to revise and develop the Operating Plan annually in response to changing development needs and opportunities in the District. As a part of this review, the BID Board will analyze the benefits of the BID to the property owners and the community and based on this analysis, determine if it is appropriate to continue the BID.

The method of assessment shall not be altered unless a meeting of all District property owners assessed under the BID has been held to discuss such changes, except with the approval of the City of Stevens Point City Council. This special meeting will be published as a Class 2 Notice, a copy of which will be mailed to each property owner in the District.

E. Relationship to Plan for Orderly Development of the City

According to Wisconsin Statutes Section 66.1109 (1)(f)(4), the Operating Plan is required to specify how the creation of a BID promotes the orderly development of the City. The BID will encourage commerce, increase business activity, and subsequently economic vitality within the District. Orderly development is consistent with the City's Comprehensive Plan and Downtown Targeted Area Master Plan.

F. Powers

The BID Board shall have all powers authorized by law and this Operating Plan, including, but not limited to, the following powers:

1. To manage the affairs of the District.
2. To promote new investment and appreciation in value of existing investments in the District.
3. To contract on behalf of the BID when necessary to implement the Operating Plan.
4. To develop, advertise and promote the existing and potential benefits of the District.
5. To annually consider and make changes to the Operating Plan.
6. To apply for, accept and use grants and gifts for these purposes.
7. To elect officers and contract out work as necessary to achieve its goals.



G. Budget

Funds collected through BID assessments shall be used to pay for this Operating Plan in order to implement a sustainable Business Improvement District for the City of Stevens Point.

Estimated Assessment Income¹: \$35,686.86

Estimated BID Expenses: \$35,686.86

Estimated expenditures of the BID are included in Appendix D. Members of the BID Planning Committee recommend that funds be allocated to hiring a BID Manager to provide the professional services required to achieve the goals and objectives set forth in this document. All physical improvements made with the funds shall be made in the District. The location of other expenditures shall be as determined by the BID Board but shall be for the benefit of the District. Any unused funds remaining at the end of the year shall be deposited into contingency funds or designated for specific uses in the following Operating Plan year.

A Capital Reserve Account may be created to set aside a specific amount of the District's assessment or reserve to be set aside. This account would be for long-term capital needs and projects that may require extraordinary funding during a given budget year.

H. Public Review Process

Wis. Stats. §66.1109 establishes a specific process for reviewing and approving proposed Districts. All of the statutory requirements to create the BID shall be followed. Key components include:

- Petition the City to establish the BID
- Publish class 2 notice of petition
- Develop the Operating Plan
- Mail Operating Plan to all affected property owners
- Hold a public hearing



¹ Est. Assessment Income based on an increase of \$0.60 per \$1,000 of assessment.

III. District Boundaries

A photo is below, a full photo with legal description is included in Appendix B.



IV. BID Organization and Operating Board

A. BID Board Structure

The Board's responsibility will be to implement the current year Operating Plan. The Board must also prepare an annual report and audit and submit it to the City Council of the City of Stevens Point. The Board may also enter into contracts; monitor development activity and ensure the compliance with the provisions of applicable statutes and regulations as necessary.

- I. The BID shall be comprised of seven (7) voting members appointed by the Mayor of Stevens Point and confirmed by the City Council. Said members shall comprise of the following:
 - Two (2) real property owners within the District, or their designee, that do not own or operate a business within the District.
 - Two (2) real property owners within the District, or their designee, that also operate a business within the District.
 - Two (2) business owners within the District, or their designee, that do not own any real property within the District
 - One (1) Alderperson representing the property within the District.
 - The Director of Community Development or their designee shall serve as an ex-officio non-voting member of the Board.

The BID Planning Committee recommends that BID Board members represent a variety of industries, ages, sexes, races, and ethnicities. As such, the Committee recommends that the Mayor appoint BID Board members reflect diversity identified in Appendix I.

II. Term appointments will be for a period of two (2) years on staggered terms each ending December 31st of the year of expiration. The initial term of the BID Board should be the following:

- Three (3) members, one from each category of business tenants and property owners, shall be appointed for three years.
- Three (3) members, one from each category of business tenants and property owners, shall be appointed for two years.
- Alderperson that represents the property within the District shall be appointed for two years.
- Professional staff members shall be appointed for one year.

III. BID Board Members are a volunteer organization and shall not receive any compensation. Proper onboarding and training will be prepared for Board Members and delivered following their confirmation and prior to starting their term. If a Board Member become absent or fail to fulfill their duty to the BID during their term, the Mayor may ask that they resign.

B. Meetings

All meetings of the BID Board shall be conducted in accordance to the Wisconsin Open Meeting Law, WI Stats. § 19.48. Minutes will be recorded and submitted to the City Clerk and the BID Board. Files and records of the BID Board's affairs shall be kept pursuant to public record requirements.

Officers of the BID Board shall appoint a Chairman, Treasurer, and Secretary on a yearly basis. Any two of the three executives shall have the authority to execute documents on behalf of the BID Board, only for purposes authorized by the full BID Board, including the authorization for writing of checks and executing contracts.

V. Financing Method

The expenditures outlined in the budget will be financed with funds collected from the BID assessment. Monies collected from the BID assessment will also be used in accordance with the Operating Plan.

In the inaugural year of the BID, the City will provide the BID \$70,000 to accelerate management and improvement of the BID. The City will continue to provide \$35,000 per year for the following four (4) years to maintain adequate staff funding and create new revenue streams for the BID.

VI. Special Assessment Methodology

A. Assessed Parcels

All taxable property used for commercial purposes as well as those taxed by the state as manufacturing in the District boundary will be assessed. Properties used exclusively for residential purposes will not be taxed in accordance with BID law. Mixed-use properties containing both commercial and residential uses will be fully assessed. Properties serving manufacturing purposes will be fully assessed. Property exempt from paying real estate taxes or owned by government agencies will not be assessed consistent with BID law.

B. Levy of Assessment

Special assessments under this Operating Plan will be levied, through adoption of this Operating Plan by the City of Stevens Point against each taxable property within the District, in the amount shown on the assessment schedule, which is attached in Appendix E.

The 2022 rates as shown in Appendix E show a scale of rates per \$1,000.00 of assessed value. Parcels are assessed by legal entity (i.e. Multiple parcels owned by one legal entity are used as a total). Property values used to calculate the BID assessment represent the assessed value of real property, as certified by the City of Stevens Point Assessor, as of January 1, 2022. Assessments are based per parcel and legal ownership. If a single legal entity owns more than one parcel, the values are combined.

The logic behind the assessment methodology is that each non-exempt parcel owner should pay for district developments in proportion to benefits derived.



C. Schedule of Assessments

Appendix E provides a schedule of assessments for 2022 for all non-exempt parcels in the District based on the formula described above. For convenience, a schedule of all nontaxable parcels exempt from BID assessments are identified in attached Appendix F.

D. Assessment Collection and Dispersal

The City of Stevens Point will bill all non-exempt parcel owners the assessed amount in the same manner as other special assessments. Unpaid assessments from this separate billing will be included as special assessments levied as a separate line item on the real estate tax bill for each parcel. The City shall then turn over all collected funds to the BID Board for distribution in accordance with the Operating Plan by the 15th day of the month following such collection. All BID assessments shown on the real estate tax bill are due and owed in full with the first installment of taxes and shall carry the same penalties if not paid.

The City of Stevens Point shall hold funds collected for BID assessments in a separate account. Any BID assessments collected by the City before or after the plan year for which the assessments were made are to be used by the BID Board in a manner as if received during the applicable plan year. This provision is to govern BID assessments prepaid prior to the applicable Operating Plan year and/or late payments made after the Operating Plan year.

The BID Board will prepare and make available to the public and City Council annual reports describing the current status of the BID, including expenditures and revenues, when it submits its annual Operating Plan to the City for the following year. Disbursement of BID funds will be made in accordance to the approved Operating Plan and budget. At the end of the fiscal year, an independent certified audit shall be obtained by the BID Board.

This section shall be sufficient instruction to the City to disburse the BID assessment, without necessity of an additional disbursement agreement, disbursement method, or accounting method. Disbursements made under this Operating Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow standard City disbursement policy.

E. Annual Report

An annual report prepared by the BID Board is required by section 66.1109(3)(c) of the Wisconsin Statutes. The report shall include the required audit. The BID shall be responsible for the payment of any funds specified for the BID Audit and related to BID activities for said BID audit. The BID Board will continue to review, revise and develop the Operating Plan annually in response to changing development needs within the District.

VII. City Role in District Operations

The City of Stevens Point is committed to helping owners and occupants in the District promote the objectives outlined in this Operating Plan, while maintaining autonomy in the preparation of its annual budget. The City has made significant annual investments in the District for maintenance, economic investments, infrastructure, and others. The City will continue providing services, capital improvements, funds for maintenance, the Facade Grant Program, Revolving Loan Fund Program and promoting economic development within the District. The City of Stevens Point will also commit to the following:

1. Encourage County, State and Federal Governments to support activities of the District, including application for grants and other non-BID revenue monies for projects, infrastructure, and economic investments.
2. Collect assessments and maintain a segregated account.
3. Provide disbursement of BID funds to service providers in accordance with the Operating Plan and budget.
4. Obtain and review annual audits as required per WI Stats. §66.1109(3)(c)
5. Provide a separate monthly financial statement to the BID Board.
6. Review annual audits as required by WI Stats. §66.1109(3)(e) of the BID Law.
7. Provide to the BID Board no later than September 1st each plan year, the official City records on assessed value for each tax parcel within the District as of that date in each Operating Plan year, for the purpose of calculating the BID assessment.
8. Adopt this Operating Plan in the manner required by the BID Law.
9. Appoint and confirm new BID Board members as required by BID Law.



VIII. Required Statements

The BID Law requires that the Operating Plan include specific statements.

66.1109(1)(f)(1) The special assessment method applicable to the business improvement district.

The special assessment method is set forth in Section VI.

66.1109(1)(f)(1m) Whether real property used exclusively for manufacturing purposes will be specially assessed. The District will not contain property used exclusively for manufacturing purposes.

66.1109(1)(f)(2) The kind, number and location of all proposed expenditures within the business improvement district. The number and location of proposed expenditures is set forth in Section II(G) of this document.

66.1109(1)(f)(3) A description of the methods of financing all estimated expenditures and the time when related costs will be incurred. The method of financing the estimated expenditures is set forth in Section V.

66.1109(1)(f)(4) A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan. Please refer to Section II (A, B, C and E).

66.1109(1)(f)(5): A legal opinion that subds. 1. to 4. have been complied with. A legal opinion from Attorney A. Logan Beveridge, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109(1)(f)(1-4) is attached as Appendix A.

IX. Severability and Expansion

The Business Improvement District has been created under the authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of the BID Law or this Operating Plan unconstitutional, it will not invalidate or terminate the BID. The Operating Plan will be amended to conform to the law without need of re-establishment. Should any legislature amend the statute to narrow or broaden the purposes of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this Operating Plan may be amended by the City Council of the City of Stevens Point when it conducts its annual budget approval, without any necessity to undertake any other act. If it is determined by a court or administrative body that a parcel of property is not subject to general real estate taxes and may not be included in the District, then such parcels shall be excluded from the definition of the District.

All of the above is specifically authorized under Section 66.1109(3)(b) of the BID Law.

X. Measures of Success

Success of the BID is determined by several factors; the satisfaction of those who create it and control it, the expansion and retention of businesses, events and promotions that bring people to the District, and the overall health and economic viability of the District. Measurement of success can occur on a yearly basis, but should have extensive focus on the long-term implications, success and opportunities of the District. Those implications, successes, and opportunities can be obtained through surveys, questionnaires, and other data gathering practices. On a yearly basis, the BID Board and the City should review various measures of success to ensure that the guiding principals within this Operation Plan are being met, that the businesses and property owners within the BID are successful and sufficiently happy with the operation of the BID, and that the downtown is benefitting from the BID.

Additional measures of success should include the following 'pillars' to be included in yearly reports on and of the BID:

1. The goals and objectives identified within Section II(A) are being met, or incremental steps are being taken to ensure those goals and objectives are being met on a yearly basis.
2. Business recruitment, expansion and retention as a result of the BID as measured by commercial vacancy rates, case studies of business expansion, and number of annual new business starts. The City's ability to directly correlate said recruitment, expansion and retention because of the services that the BID offers.
3. Residential vacancy and rental rates within the BID.
4. Another way to measure BID success is by the growth in value of private property in the District. Quantifiable valuation measures are calculated annually to measure success over time.



Appendix A: City Attorney Opinion

October 20, 2022

**RE: 2023 Business Improvement District Implementation & Operational Plan –
Required Attorney Statement Under Wis. Stats. § 66.1109(1)(f)(5)**

As attorney for the City of Stevens Point, I hereby certify that the 2023 Business Improvement District Implementation & Operational Plan (the “BID Plan”) complies with the requirements of Wis. Stats. § 66.1109(1)(f)(1) – (4). Specifically, I have confirmed that the following statements taken from the BID Plan are accurate:

66.1109(1)(f)(1) The special assessment method applicable to the business improvement district. The special assessment method is set forth in Section VI.

66.1109(1)(f)(1m) Whether real property used exclusively for manufacturing purposes will be specially assessed. The District will not contain property used exclusively for manufacturing purposes.

66.1109(1)(f)(2) The kind, number and location of all proposed expenditures within the business improvement district. The number and location of proposed expenditures is set forth in Section II(G) of this document.

66.1109(1)(f)(3) A description of the methods of financing all estimated expenditures and the time when related costs will be incurred. The method of financing the estimated expenditures is set forth in Section V.

66.1109(1)(f)(4) A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan. Please refer to Section II (A, B, C and E).

66.1109(1)(f)(5): A legal opinion that subds. 1. to 4. have been complied with. A legal opinion from Attorney A. Logan Beveridge, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109(1)(f)(1-4) is attached as Appendix A.

Sincerely,



ANDREW LOGAN BEVERIDGE
City Attorney

Appendix B: Map of Proposed BID



Appendix C: BID Parcel Information & Classification

Government/Tax-Exempt		Residential, Exempt	Non-Exempt
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PIN	Site_addr
281240832202020	0 ARLINGTON PL STEVENS POINT WI 54481
281240832201931	1466 WATER ST STEVENS POINT WI 54481
281240832202021	1016 ARLINGTON PL STEVENS POINT WI 54481
281240832202018	1475 WATER ST STEVENS POINT WI 54481
281240832202048	0 WATER ST STEVENS POINT WI 54481
281240832202013	1455 WATER ST STEVENS POINT WI 54481
281240832201935	0 WATER ST STEVENS POINT WI 54481
281240832202301	0 STRONGS AVE STEVENS POINT WI 54481
281240832202030	0 STRONGS AVE STEVENS POINT WI 54481
281240832202031	1101 ELLIS ST STEVENS POINT WI 54481
281240832202038	0 ELLIS ST STEVENS POINT WI 54481
281240832101507	1508 ELLIS ST STEVENS POINT WI 54481
281240832101506	1500 ELLIS ST STEVENS POINT WI 54481
281240832202405	0 ELLIS ST STEVENS POINT WI 54481
281240832202006	0 THIRD ST STEVENS POINT WI 54481
281240832101504	1409 PINE ST STEVENS POINT WI 54481
281240832101503	1501 CLARK ST STEVENS POINT WI 54481
281240832202401	1249 CLARK ST STEVENS POINT WI 54481
281240832202406	1421 STRONGS AVE STEVENS POINT WI 54481
281240832202503	1408 STRONGS AVE STEVENS POINT WI 54481
281240832202001	1059 CLARK ST STEVENS POINT WI 54481
281240832202005	1001 CLARK ST STEVENS POINT WI 54481
281240832201901	945 CLARK ST STEVENS POINT WI 54481
281240832201902	925 CLARK ST STEVENS POINT WI 54481
281240832201904	901 CLARK ST STEVENS POINT WI 54481
281240832201401	841 CLARK ST STEVENS POINT WI 54481
281240832201413	833 CLARK ST STEVENS POINT WI 54481
281240832201412	817 CLARK ST STEVENS POINT WI 54481
281240832201411	0 SECOND ST STEVENS POINT WI 54481
281240832292709	0 CLARK ST STEVENS POINT WI 54481
281240832201817	1346 THIRD ST STEVENS POINT WI 54481
281240832201705	0 CLARK ST STEVENS POINT WI 54481
281240832201818	1338 THIRD ST STEVENS POINT WI 54481
281240832201703	0 CLARK ST STEVENS POINT WI 54481
281240832201819	0 THIRD ST STEVENS POINT WI 54481
281240832201825	1343 SECOND ST STEVENS POINT WI 54481
281240832201716	1342 SECOND ST STEVENS POINT WI 54481
281240832201820	0 THIRD ST STEVENS POINT WI 54481
281240832100623	1532 CLARK ST STEVENS POINT WI 54481
281240832100624	1540 CLARK ST STEVENS POINT WI 54481
281240832201821	0 THIRD ST STEVENS POINT WI 54481
281240832202633	1332 STRONGS AVE STEVENS POINT WI 54481

281240832201714	1324 SECOND ST STEVENS POINT WI 54481
281240832100616	1408 CLARK ST STEVENS POINT WI 54481
281240832100617	1416 CLARK ST STEVENS POINT WI 54481
281240832100620	1508 CLARK ST STEVENS POINT WI 54481
281240832202707	1323 STRONGS AVE STEVENS POINT WI 54481
281240832201823	1314 THIRD ST STEVENS POINT WI 54481
281240832202706	1201 MAIN ST STEVENS POINT WI 54481
281240832202601	1141 MAIN ST STEVENS POINT WI 54481
281240832202639	1125 MAIN ST STEVENS POINT WI 54481
281240832202653	1105 MAIN ST STEVENS POINT WI 54481
281240832202610	1059 MAIN ST STEVENS POINT WI 54481
281240832201805	913 MAIN ST STEVENS POINT WI 54481
281240832100602	1517 MAIN ST STEVENS POINT WI 54481
281240832100601	1525 MAIN ST STEVENS POINT WI 54481
281240832201218	601 MAIN ST STEVENS POINT WI 54481
281240832201208	0 CLARK ST STEVENS POINT WI 54481
281240832101611	0 CENTERPOINT DR STEVENS POINT WI 54481
281240832201607	820 MAIN ST STEVENS POINT WI 54481
281240832201529	912 MAIN ST STEVENS POINT WI 54481
281240832201526	968 MAIN ST STEVENS POINT WI 54481
281240832202920	1008 MAIN ST STEVENS POINT WI 54481
281240832202919	1000 MAIN ST STEVENS POINT WI 54481
281240832201608	1232 SECOND ST STEVENS POINT WI 54481
281240832201605	804 MAIN ST STEVENS POINT WI 54481
281240832201604	800 MAIN ST STEVENS POINT WI 54481
281240832201527	1236 THIRD ST STEVENS POINT WI 54481
281240832202816	1308 MAIN ST STEVENS POINT WI 54481
281240832202931	1140 MAIN ST STEVENS POINT WI 54481
281240832202930	1136 MAIN ST STEVENS POINT WI 54481
281240832202928	1108 MAIN ST STEVENS POINT WI 54481
281240832202924	1044 MAIN ST STEVENS POINT WI 54481
281240832202923	1040 MAIN ST STEVENS POINT WI 54481
281240832202921	1016 MAIN ST STEVENS POINT WI 54481
281240832101610	0 CENTERPOINT DR STEVENS POINT WI 54481
281240832100511	0 MAIN ST STEVENS POINT WI 54481
281240832201618	832 MAIN ST STEVENS POINT WI 54481
281240832201110	0 WATER ST STEVENS POINT WI 54481
281240832201603	1201 WATER ST STEVENS POINT WI 54481
281240832100513	0 SMITH ST STEVENS POINT WI 54481
281240832202802	0 COLLEGE CT STEVENS POINT WI 54481
281240832202803	1317 COLLEGE CT STEVENS POINT WI 54481
281240832203138	0 COLLEGE CT STEVENS POINT WI 54481
281240832202961	1101 CENTERPOINT DR STEVENS POINT WI 54481
281240832203128	1108 SMITH ST STEVENS POINT WI 54481
281240832202970	1117 CENTERPOINT DR STEVENS POINT WI 54481
281240832203103	1309 BRIGGS CT STEVENS POINT WI 54481
281240832203101	1100 SMITH ST STEVENS POINT WI 54481
281240832200116	1043 UNION ST STEVENS POINT WI 54481
281240832200115	1035 UNION ST STEVENS POINT WI 54481

281240832200126	1336 BRIGGS CT STEVENS POINT WI 54481
281240832200205	0 UNION ST STEVENS POINT WI 54481
281240832200113	1017 UNION ST STEVENS POINT WI 54481
281240832200206	1008 UNION ST STEVENS POINT WI 54481
281240832200112	1009 UNION ST STEVENS POINT WI 54481
281240832200130	1016 SMITH ST STEVENS POINT WI 54481
281240832200709	0 PORTAGE ST STEVENS POINT WI 54481
281240832200708	0 PORTAGE ST STEVENS POINT WI 54481
281240832200707	0 PORTAGE ST STEVENS POINT WI 54481
281240832200706	617 PORTAGE ST STEVENS POINT WI 54481
281240832200705	625 PORTAGE ST STEVENS POINT WI 54481
281240832200704	633 PORTAGE ST STEVENS POINT WI 54481
281240832200703	641 PORTAGE ST STEVENS POINT WI 54481
281240832200702	649 PORTAGE ST STEVENS POINT WI 54481
281240832200701	657 PORTAGE ST STEVENS POINT WI 54481
281240832200601	1004 FIRST ST STEVENS POINT WI 54481
281240832200602	1020 FIRST ST STEVENS POINT WI 54481
281240832200605	701 PORTAGE ST STEVENS POINT WI 54481
281240832200501	0 PORTAGE ST STEVENS POINT WI 54481
281240832200201	1000 UNION ST STEVENS POINT WI 54481
281240832200109	1225 PORTAGE ST STEVENS POINT WI 54481
281240832200107	1241 PORTAGE ST STEVENS POINT WI 54481
281240832200105	1257 PORTAGE ST STEVENS POINT WI 54481
281240832200103	1309 PORTAGE ST STEVENS POINT WI 54481
281240832200101	1325 PORTAGE ST STEVENS POINT WI 54481
281240832201911	924 ARLINGTON PL STEVENS POINT WI 54481
281240832201912	0 WATER ST STEVENS POINT WI 54481
281240832202019	1479 WATER ST STEVENS POINT WI 54481
281240832202022	1024 ARLINGTON PL STEVENS POINT WI 54481
281240832202017	0 WATER ST STEVENS POINT WI 54481
281240832202033	0 WATER ST STEVENS POINT WI 54481
281240832202015	0 WATER ST STEVENS POINT WI 54481
281240832202014	1459 WATER ST STEVENS POINT WI 54481
281240832201933	1450 WATER ST STEVENS POINT WI 54481
281240832202052	1462 STRONGS AVE STEVENS POINT WI 54481
281240832202053	1039 ELLIS ST STEVENS POINT WI 54481
281240832202039	0 ELLIS ST STEVENS POINT WI 54481
2.81241E+14	0 WATER ST STEVENS POINT WI 54481
281240832201930	0 SECOND ST STEVENS POINT WI 54481
281240832202040	0 ELLIS ST STEVENS POINT WI 54481
281240832202041	0 ELLIS ST STEVENS POINT WI 54481
281240832201926	0 THIRD ST STEVENS POINT WI 54481
281240832201905	0 SECOND ST STEVENS POINT WI 54481
281240832201927	1410 THIRD ST STEVENS POINT WI 54481
281240832202042	1007 ELLIS ST STEVENS POINT WI 54481
281240832101510	1410 ROGERS ST STEVENS POINT WI 54481
281240832202002	1045 CLARK ST STEVENS POINT WI 54481
281240832202003	1025 CLARK ST STEVENS POINT WI 54481

281240832202004	1009 CLARK ST STEVENS POINT WI 54481
281240832201903	0 CLARK ST STEVENS POINT WI 54481
281240832201307	0 CLARK ST STEVENS POINT WI 54481
281240832201306	0 WATER ST STEVENS POINT WI 54481
281240831100599	WEST CLARK ST STEVENS POINT WI 54481
281240832202632	1140 CLARK ST STEVENS POINT WI 54481
281240832201715	1338 SECOND ST STEVENS POINT WI 54481
281240832201815	920 CLARK ST STEVENS POINT WI 54481
281240832202629	0 CLARK ST STEVENS POINT WI 54481
281240832201822	0 THIRD ST STEVENS POINT WI 54481
281240832201816	924 CLARK ST STEVENS POINT WI 54481
281240832201713	835 MAIN ST STEVENS POINT WI 54481
281240832201709	831 MAIN ST STEVENS POINT WI 54481
281240832201712	0 CLARK ST STEVENS POINT WI 54481
281240832201702	800 CLARK ST STEVENS POINT WI 54481
281240832100618	1424 CLARK ST STEVENS POINT WI 54481
281240832100619	1500 CLARK ST STEVENS POINT WI 54481
281240832202708	1329 STRONGS AVE STEVENS POINT WI 54481
281240832100621	1516 CLARK ST STEVENS POINT WI 54481
281240832202630	1132 CLARK ST STEVENS POINT WI 54481
281240832100622	1524 CLARK ST STEVENS POINT WI 54481
281240832100625	1310 ROGERS ST STEVENS POINT WI 54481
281240832201808	1321 SECOND ST STEVENS POINT WI 54481
281240832201807	1317 SECOND ST STEVENS POINT WI 54481
281240832201806	1313 SECOND ST STEVENS POINT WI 54481
281240832202718	1265 MAIN ST STEVENS POINT WI 54481
281240832202703	1257 MAIN ST STEVENS POINT WI 54481
281240832202704	1245 MAIN ST STEVENS POINT WI 54481
281240832202637	1137 MAIN ST STEVENS POINT WI 54481
281240832202638	1129 MAIN ST STEVENS POINT WI 54481
281240832202606	1121 MAIN ST STEVENS POINT WI 54481
281240832202609	1101 MAIN ST STEVENS POINT WI 54481
281240832202611	1055 MAIN ST STEVENS POINT WI 54481
281240832202652	1035 MAIN ST STEVENS POINT WI 54481
281240832202651	1001 MAIN ST STEVENS POINT WI 54481
281240832201803	927 MAIN ST STEVENS POINT WI 54481
281240832100628	1305 MAIN ST STEVENS POINT WI 54481
281240832201804	921 MAIN ST STEVENS POINT WI 54481
281240832100605	0 MAIN ST STEVENS POINT WI 54481
281240832201701	823 MAIN ST STEVENS POINT WI 54481
281240832100604	1417 MAIN ST STEVENS POINT WI 54481
281240832100603	1501 MAIN ST STEVENS POINT WI 54481
281240832201220	0 MAIN ST STEVENS POINT WI 54481
281240832201523	0 MAIN ST STEVENS POINT WI 54481
281240832201510	1225 SECOND ST STEVENS POINT WI 54481
281240832201606	812 MAIN ST STEVENS POINT WI 54481
281240832202815	1300 MAIN ST STEVENS POINT WI 54481
281240832202932	1148 MAIN ST STEVENS POINT WI 54481
281240832201528	956 MAIN ST STEVENS POINT WI 54481
281240832201516	944 MAIN ST STEVENS POINT WI 54481

281240832201515	944 MAIN ST STEVENS POINT WI 54481
281240832201509	1221 SECOND ST STEVENS POINT WI 54481
281240832209999	0 MAIN ST STEVENS POINT WI 54481
281240832202922	1028 MAIN ST STEVENS POINT WI 54481
281240832202963	0 THIRD CT STEVENS POINT WI 54481
281240832202814	0 MAIN ST STEVENS POINT WI 54481
281240832100512	1416 MAIN ST STEVENS POINT WI 54481
281240832202939	1100 MAIN ST STEVENS POINT WI 54481
281240832201508	900 MAIN ST STEVENS POINT WI 54481
281240832202938	1052 MAIN ST STEVENS POINT WI 54481
281240832202967	0 THIRD ST STEVENS POINT WI 54481
281240832202817	1320 MAIN ST STEVENS POINT WI 54481
281240832201609	1220 SECOND ST STEVENS POINT WI 54481
281240832201111	0 MAIN ST STEVENS POINT WI 54481
281240832201524	0 THIRD ST STEVENS POINT WI 54481
281240832202818	0 CHURCH ST STEVENS POINT WI 54481
281240832202804	0 COLLEGE AVE STEVENS POINT WI 54481
281240832202801	0 COLLEGE CT STEVENS POINT WI 54481
281240832201522	1200 THIRD ST STEVENS POINT WI 54481
281240832201112	0 CROSBY AVE STEVENS POINT WI 54481
281240832203139	1300 COLLEGE CT STEVENS POINT WI 54481
281240832203137	1324 CENTERPOINT DR STEVENS POINT WI 54481
281240832202950	1200 MAIN ST STEVENS POINT WI 54481
281240832202969	0 MAIN ST STEVENS POINT WI 54481
281240832202972	0 STRONGS AVE STEVENS POINT WI 54481
281240832202971	0 THIRD ST STEVENS POINT WI 54481
281240832202964	1001 CENTERPOINT DR STEVENS POINT WI 54481
281240832203102	1317 BRIGGS CT STEVENS POINT WI 54481
281240832200207	1100 CENTERPOINT DR STEVENS POINT WI 54481
281240832200133	1328 BRIGGS CT STEVENS POINT WI 54481
281240832200507	1101 FIRST ST STEVENS POINT WI 54481
281240832200911	1111 CROSBY AVE STEVENS POINT WI 54481
281240832200137	1220 BRIGGS CT STEVENS POINT WI 54481
281240832200134	1026 SMITH ST STEVENS POINT WI 54481
281240832200712	1017 CROSBY AVE STEVENS POINT WI 54481
281240832200136	1300 BRIGGS CT STEVENS POINT WI 54481
281240832200910	1111 CROSBY AVE STEVENS POINT WI 54481
281240832200506	0 CENTERPOINT DR STEVENS POINT WI 54481
281240832200505	1009 FIRST ST STEVENS POINT WI 54481
281240832200502	801 PORTAGE ST STEVENS POINT WI 54481
281240832200302	1060 CENTERPOINT DR STEVENS POINT WI 54481
281240832200111	1001 UNION ST STEVENS POINT WI 54481
281240832200108	1233 PORTAGE ST STEVENS POINT WI 54481
281240832200106	1249 PORTAGE ST STEVENS POINT WI 54481
281240832200104	1301 PORTAGE ST STEVENS POINT WI 54481
281240832200135	1317 PORTAGE ST STEVENS POINT WI 54481
281240832200805	1200 CROSBY AVE STEVENS POINT WI 54481
281240830402204	0 CROSBY AVE STEVENS POINT WI 54481
281240832201809	1327 SECOND ST STEVENS POINT WI 54481
281240832201810	1331 SECOND ST STEVENS POINT WI 54481

281240832100711	1417 CHURCH ST STEVENS POINT WI 54481
281240832100710	0 CLARK ST STEVENS POINT WI 54481
281240832100709	1401 CLARK ST STEVENS POINT WI 54481
281240832201531	1205 SECOND ST STEVENS POINT WI 54481
281240832300264	ARLINGTON PL STEVENS POINT WI 54481
281240832200404	1001 SECOND ST STEVENS POINT WI 54481
281240832200423	
281240832200421	
281240832200420	
281240832202054	1443 WATER ST STEVENS POINT WI 54481
281240832202973	1124 MAIN ST STEVENS POINT WI 54481
281240832202974	
281240832200303	1020 CENTERPOINT DR STEVENS POINT WI 54481
281240832200304	1017 THIRD ST STEVENS POINT WI 54481
281240832200305	1009 PORTAGE ST STEVENS POINT WI 54481
281240832202646	1320 STRONGS AVE STEVENS POINT WI 54481
281240832201530	0 CROSBY AVE STEVENS POINT WI 54481
281240832200425	
281240832200424	1009 SECOND ST STEVENS POINT WI 54481
281240832201826	937 MAIN ST STEVENS POINT WI 54481

Appendix D: BID Expenditures and Revenue

Downtown Business Improvement District Operating Budget		
	2023 Budget	2023 Expended
Personnel	\$ 60,000.00	\$ -
Supplies	\$ -	\$ -
Marketing & Promotions	\$ -	\$ -
Property Programs	\$ -	\$ -
Total	\$ 60,000.00	\$ -

Downtown Business Improvement District Statement of Net Position		
	2023 Budget	Notes
Revenues		
Assessment Levy	\$ -	
TIF	\$ 70,000.00	
Non-Budgeted Revenue	\$ -	
Total Revenues	\$ 70,000.00	
Expenses		
Operating Expenses	\$ 60,000.00	
Capital Expenses	\$ -	
Total Expenses	\$ 60,000.00	
Net Position, Beginning	\$ -	
Restricted Funds	\$ -	
Excess Revenues Over Expenses	\$ 10,000.00	
Net Position, Ending	\$ 10,000.00	

Appendix E: Assessment Schedule for Taxable Parcels within the BID

PIN	Site_addr	BASE	\$0.60	.60 DIF
281240832202301	0 STRONGS AVE STEVENS POINT WI 54481	\$ 7,723.01	\$ 7,907.33	\$ 184.32
281240832202405	0 ELLIS ST STEVENS POINT WI 54481	\$ 1,573.76	\$ 1,611.32	\$ 37.56
281240832101503	1501 CLARK ST STEVENS POINT WI 54481	\$ 5,437.78	\$ 5,567.56	\$ 129.78
281240832202406	1421 STRONGS AVE STEVENS POINT WI 54481	\$ 116,503.79	\$ 119,284.31	\$ 2,780.52
281240832202503	1408 STRONGS AVE STEVENS POINT WI 54481	\$ 58,463.07	\$ 59,858.37	\$ 1,395.30
281240832202001	1059 CLARK ST STEVENS POINT WI 54481	\$ 4,437.21	\$ 4,543.11	\$ 105.90
281240832202005	1001 CLARK ST STEVENS POINT WI 54481	\$ 1,669.30	\$ 1,709.14	\$ 39.84
281240832201901	945 CLARK ST STEVENS POINT WI 54481	\$ 7,167.41	\$ 7,338.47	\$ 171.06
281240832201902	925 CLARK ST STEVENS POINT WI 54481	\$ 5,045.60	\$ 5,166.02	\$ 120.42
281240832201904	901 CLARK ST STEVENS POINT WI 54481	\$ 5,721.86	\$ 5,858.42	\$ 136.56
281240832201401	841 CLARK ST STEVENS POINT WI 54481	\$ 4,236.09	\$ 4,337.19	\$ 101.10
281240832201413	833 CLARK ST STEVENS POINT WI 54481	\$ 7,826.08	\$ 8,012.86	\$ 186.78
281240832201412	817 CLARK ST STEVENS POINT WI 54481	\$ 6,317.68	\$ 6,468.46	\$ 150.78
281240832201817	1346 THIRD ST STEVENS POINT WI 54481	\$ 3,416.53	\$ 3,498.07	\$ 81.54
281240832201705	0 CLARK ST STEVENS POINT WI 54481	\$ 248.89	\$ 254.83	\$ 5.94
281240832201818	1338 THIRD ST STEVENS POINT WI 54481	\$ 3,082.16	\$ 3,155.72	\$ 73.56
281240832201703	0 CLARK ST STEVENS POINT WI 54481	\$ 550.57	\$ 563.71	\$ 13.14
281240832201819	0 THIRD ST STEVENS POINT WI 54481	\$ 269.00	\$ 275.42	\$ 6.42
281240832201825	1343 SECOND ST STEVENS POINT WI 54481	\$ 6,833.05	\$ 6,996.13	\$ 163.08
281240832201716	1342 SECOND ST STEVENS POINT WI 54481	\$ 1,221.80	\$ 1,250.96	\$ 29.16
281240832201820	0 THIRD ST STEVENS POINT WI 54481	\$ 311.74	\$ 319.18	\$ 7.44
281240832201821	0 THIRD ST STEVENS POINT WI 54481	\$ 296.65	\$ 303.73	\$ 7.08
281240832202633	1332 STRONGS AVE STEVENS POINT WI 54481	\$ 2,209.81	\$ 2,262.55	\$ 52.74
281240832201714	1324 SECOND ST STEVENS POINT WI 54481	\$ 2,021.26	\$ 2,069.50	\$ 48.24
281240832202707	1323 STRONGS AVE STEVENS POINT WI 54481	\$ 472.63	\$ 483.91	\$ 11.28

281240832201823	1314 THIRD ST STEVENS POINT WI 54481	\$ 2,740.26	\$ 2,805.66	\$ 65.40
281240832202706	1201 MAIN ST STEVENS POINT WI 54481	\$ 8,361.56	\$ 8,561.12	\$ 199.56
281240832202601	1141 MAIN ST STEVENS POINT WI 54481	\$ 11,511.61	\$ 11,786.35	\$ 274.74
281240832202639	1125 MAIN ST STEVENS POINT WI 54481	\$ 3,476.86	\$ 3,559.84	\$ 82.98
281240832202653	1105 MAIN ST STEVENS POINT WI 54481	\$ 15,953.84	\$ 16,334.60	\$ 380.76
281240832202610	1059 MAIN ST STEVENS POINT WI 54481	\$ 3,936.92	\$ 4,030.88	\$ 93.96
281240832201805	913 MAIN ST STEVENS POINT WI 54481	\$ 4,112.90	\$ 4,211.06	\$ 98.16
281240832100602	1517 MAIN ST STEVENS POINT WI 54481	\$ 3,021.83	\$ 3,093.95	\$ 72.12
281240832100601	1525 MAIN ST STEVENS POINT WI 54481	\$ 7,403.73	\$ 7,580.43	\$ 176.70
281240832201218	601 MAIN ST STEVENS POINT WI 54481	\$ 60,534.61	\$ 61,979.35	\$ 1,444.74
281240832201607	820 MAIN ST STEVENS POINT WI 54481	\$ 8,628.05	\$ 8,833.97	\$ 205.92
281240832201529	912 MAIN ST STEVENS POINT WI 54481	\$ 11,325.57	\$ 11,595.87	\$ 270.30
281240832201526	968 MAIN ST STEVENS POINT WI 54481	\$ 1,976.00	\$ 2,023.16	\$ 47.16
281240832202920	1008 MAIN ST STEVENS POINT WI 54481	\$ 6,345.34	\$ 6,496.78	\$ 151.44
281240832202919	1000 MAIN ST STEVENS POINT WI 54481	\$ 6,936.13	\$ 7,101.67	\$ 165.54
281240832201608	1232 SECOND ST STEVENS POINT WI 54481	\$ 3,366.25	\$ 3,446.59	\$ 80.34
281240832201605	804 MAIN ST STEVENS POINT WI 54481	\$ 4,381.90	\$ 4,486.48	\$ 104.58
281240832201527	1236 THIRD ST STEVENS POINT WI 54481	\$ 852.25	\$ 872.59	\$ 20.34
281240832202816	1308 MAIN ST STEVENS POINT WI 54481	\$ 1,983.55	\$ 2,030.89	\$ 47.34
281240832202931	1140 MAIN ST STEVENS POINT WI 54481	\$ 8,786.43	\$ 8,996.13	\$ 209.70
281240832202930	1136 MAIN ST STEVENS POINT WI 54481	\$ 3,406.47	\$ 3,487.77	\$ 81.30
281240832202928	1108 MAIN ST STEVENS POINT WI 54481	\$ 3,672.95	\$ 3,760.61	\$ 87.66
281240832202924	1044 MAIN ST STEVENS POINT WI 54481	\$ 3,489.43	\$ 3,572.71	\$ 83.28
281240832202923	1040 MAIN ST STEVENS POINT WI 54481	\$ -	\$ -	\$ -
281240832202921	1016 MAIN ST STEVENS POINT WI 54481	\$ 10,920.82	\$ 11,181.46	\$ 260.64
281240832100511	0 MAIN ST STEVENS POINT WI 54481	\$ 4,301.45	\$ 4,404.11	\$ 102.66
281240832201618	832 MAIN ST STEVENS POINT WI 54481	\$ 6,031.09	\$ 6,175.03	\$ 143.94

281240832201110	0 WATER ST STEVENS POINT WI 54481	\$ 10,292.32	\$ 10,537.96	\$ 245.64
281240832201603	1201 WATER ST STEVENS POINT WI 54481	\$ 7,084.45	\$ 7,253.53	\$ 169.08
281240832202803	1317 COLLEGE CT STEVENS POINT WI 54481	\$ 7,179.98	\$ 7,351.34	\$ 171.36
281240832202970	1117 CENTERPOINT DR STEVENS POINT WI 54481	\$ 102,023.15	\$ 104,458.07	\$ 2,434.92
281240832200116	1043 UNION ST STEVENS POINT WI 54481	\$ 6,420.76	\$ 6,574.00	\$ 153.24
281240832200205	0 UNION ST STEVENS POINT WI 54481	\$ 982.97	\$ 1,006.43	\$ 23.46
281240832200206	1008 UNION ST STEVENS POINT WI 54481	\$ 2,498.92	\$ 2,558.56	\$ 59.64
281240832200601	1004 FIRST ST STEVENS POINT WI 54481	\$ 9,387.28	\$ 9,611.32	\$ 224.04
281240832200501	0 PORTAGE ST STEVENS POINT WI 54481	\$ 874.87	\$ 895.75	\$ 20.88
281240832200201	1000 UNION ST STEVENS POINT WI 54481	\$ 2,420.98	\$ 2,478.76	\$ 57.78
2.81241E+14	0 WATER ST STEVENS POINT WI 54481	\$ 1,478.23	\$ 1,513.51	\$ 35.28
281240832201927	1410 THIRD ST STEVENS POINT WI 54481	\$ 7,338.37	\$ 7,513.51	\$ 175.14
281240832202042	1007 ELLIS ST STEVENS POINT WI 54481	\$ 3,846.42	\$ 3,938.22	\$ 91.80
281240832201903	0 CLARK ST STEVENS POINT WI 54481	\$ 1,317.34	\$ 1,348.78	\$ 31.44
281240832202632	1140 CLARK ST STEVENS POINT WI 54481	\$ 7,348.42	\$ 7,523.80	\$ 175.38
281240832201715	1338 SECOND ST STEVENS POINT WI 54481	\$ 2,448.64	\$ 2,507.08	\$ 58.44
281240832201815	920 CLARK ST STEVENS POINT WI 54481	\$ 4,029.94	\$ 4,126.12	\$ 96.18
281240832201822	0 THIRD ST STEVENS POINT WI 54481	\$ 284.08	\$ 290.86	\$ 6.78
281240832201816	924 CLARK ST STEVENS POINT WI 54481	\$ 4,122.96	\$ 4,221.36	\$ 98.40
281240832201713	835 MAIN ST STEVENS POINT WI 54481	\$ 3,343.62	\$ 3,423.42	\$ 79.80
281240832201709	831 MAIN ST STEVENS POINT WI 54481	\$ 2,131.87	\$ 2,182.75	\$ 50.88
281240832201712	0 CLARK ST STEVENS POINT WI 54481	\$ 1,747.23	\$ 1,788.93	\$ 41.70
281240832201702	800 CLARK ST STEVENS POINT WI 54481	\$ 1,976.00	\$ 2,023.16	\$ 47.16
281240832202708	1329 STRONGS AVE STEVENS POINT WI 54481	\$ 1,131.30	\$ 1,158.30	\$ 27.00
281240832201808	1321 SECOND ST STEVENS POINT WI 54481	\$ 2,305.34	\$ 2,360.36	\$ 55.02
281240832201807	1317 SECOND ST STEVENS POINT WI 54481	\$ 1,681.87	\$ 1,722.01	\$ 40.14
281240832201806	1313 SECOND ST STEVENS POINT WI 54481	\$ 3,952.01	\$ 4,046.33	\$ 94.32

281240832202718	1265 MAIN ST STEVENS POINT WI 54481	\$ 98,397.96	\$ 100,746.36	\$ 2,348.40
281240832202703	1257 MAIN ST STEVENS POINT WI 54481	\$ 19,036.01	\$ 19,490.33	\$ 454.32
281240832202704	1245 MAIN ST STEVENS POINT WI 54481	\$ 42,383.53	\$ 43,395.07	\$ 1,011.54
281240832202637	1137 MAIN ST STEVENS POINT WI 54481	\$ 4,620.73	\$ 4,731.01	\$ 110.28
281240832202638	1129 MAIN ST STEVENS POINT WI 54481	\$ 3,869.05	\$ 3,961.39	\$ 92.34
281240832202606	1121 MAIN ST STEVENS POINT WI 54481	\$ 3,667.93	\$ 3,755.47	\$ 87.54
281240832202609	1101 MAIN ST STEVENS POINT WI 54481	\$ 5,706.78	\$ 5,842.98	\$ 136.20
281240832202611	1055 MAIN ST STEVENS POINT WI 54481	\$ 23,614.00	\$ 24,177.58	\$ 563.58
281240832202652	1035 MAIN ST STEVENS POINT WI 54481	\$ 9,711.58	\$ 9,943.36	\$ 231.78
281240832201803	927 MAIN ST STEVENS POINT WI 54481	\$ 6,249.80	\$ 6,398.96	\$ 149.16
281240832100628	1305 MAIN ST STEVENS POINT WI 54481	\$ 134,677.49	\$ 137,891.75	\$ 3,214.26
281240832201804	921 MAIN ST STEVENS POINT WI 54481	\$ 3,672.95	\$ 3,760.61	\$ 87.66
281240832100605	0 MAIN ST STEVENS POINT WI 54481	\$ 930.18	\$ 952.38	\$ 22.20
281240832201701	823 MAIN ST STEVENS POINT WI 54481	\$ 21,635.48	\$ 22,151.84	\$ 516.36
281240832100604	1417 MAIN ST STEVENS POINT WI 54481	\$ 6,812.94	\$ 6,975.54	\$ 162.60
281240832201510	1225 SECOND ST STEVENS POINT WI 54481	\$ 2,835.79	\$ 2,903.47	\$ 67.68
281240832201606	812 MAIN ST STEVENS POINT WI 54481	\$ 4,826.88	\$ 4,942.08	\$ 115.20
281240832202932	1148 MAIN ST STEVENS POINT WI 54481	\$ 6,136.67	\$ 6,283.13	\$ 146.46
281240832201528	956 MAIN ST STEVENS POINT WI 54481	\$ 21,607.83	\$ 22,123.53	\$ 515.70
281240832201516	944 MAIN ST STEVENS POINT WI 54481	\$ 1,573.76	\$ 1,611.32	\$ 37.56
281240832201515	944 MAIN ST STEVENS POINT WI 54481	\$ 1,179.07	\$ 1,207.21	\$ 28.14
281240832201509	1221 SECOND ST STEVENS POINT WI 54481	\$ 3,954.52	\$ 4,048.90	\$ 94.38
281240832202922	1028 MAIN ST STEVENS POINT WI 54481	\$ 6,737.52	\$ 6,898.32	\$ 160.80
281240832202963	0 THIRD CT STEVENS POINT WI 54481	\$ 203.63	\$ 208.49	\$ 4.86
281240832100512	1416 MAIN ST STEVENS POINT WI 54481	\$ 6,312.65	\$ 6,463.31	\$ 150.66
281240832202939	1100 MAIN ST STEVENS POINT WI 54481	\$ 2,332.99	\$ 2,388.67	\$ 55.68
281240832201508	900 MAIN ST STEVENS POINT WI 54481	\$ 6,041.14	\$ 6,185.32	\$ 144.18

281240832202938	1052 MAIN ST STEVENS POINT WI 54481	\$ 11,363.28	\$ 11,634.48	\$ 271.20
281240832202817	1320 MAIN ST STEVENS POINT WI 54481	\$ 27,555.95	\$ 28,213.61	\$ 657.66
281240832201609	1220 SECOND ST STEVENS POINT WI 54481	\$ 8,213.24	\$ 8,409.26	\$ 196.02
281240832201524	0 THIRD ST STEVENS POINT WI 54481	\$ 427.38	\$ 437.58	\$ 10.20
281240832202801	0 COLLEGE CT STEVENS POINT WI 54481	\$ 4,379.39	\$ 4,483.91	\$ 104.52
281240832201522	1200 THIRD ST STEVENS POINT WI 54481	\$ 7,242.83	\$ 7,415.69	\$ 172.86
281240832203139	1300 COLLEGE CT STEVENS POINT WI 54481	\$ 7,521.89	\$ 7,701.41	\$ 179.52
281240832203137	1324 CENTERPOINT DR STEVENS POINT WI 54481	\$ 7,592.28	\$ 7,773.48	\$ 181.20
281240832202950	1200 MAIN ST STEVENS POINT WI 54481	\$ 71,206.54	\$ 72,905.98	\$ 1,699.44
281240832200207	1100 CENTERPOINT DR STEVENS POINT WI 54481	\$ 13,135.65	\$ 13,449.15	\$ 313.50
281240832200133	1328 BRIGGS CT STEVENS POINT WI 54481	\$ 2,554.22	\$ 2,615.18	\$ 60.96
281240832200507	1101 FIRST ST STEVENS POINT WI 54481	\$ 3,539.71	\$ 3,624.19	\$ 84.48
281240832200137	1220 BRIGGS CT STEVENS POINT WI 54481	\$ 9,583.37	\$ 9,812.09	\$ 228.72
281240832200910	1111 CROSBY AVE STEVENS POINT WI 54481	\$ 4,799.23	\$ 4,913.77	\$ 114.54
281240832200505	1009 FIRST ST STEVENS POINT WI 54481	\$ 6,998.98	\$ 7,166.02	\$ 167.04
281240832200502	801 PORTAGE ST STEVENS POINT WI 54481	\$ 1,707.01	\$ 1,747.75	\$ 40.74
281240832200302	1060 CENTERPOINT DR STEVENS POINT WI 54481	\$ 19,294.95	\$ 19,755.45	\$ 460.50
281240832200111	1001 UNION ST STEVENS POINT WI 54481	\$ 5,460.41	\$ 5,590.73	\$ 130.32
281240832200135	1317 PORTAGE ST STEVENS POINT WI 54481	\$ 5,354.82	\$ 5,482.62	\$ 127.80
281240832201809	1327 SECOND ST STEVENS POINT WI 54481	\$ 2,730.20	\$ 2,795.36	\$ 65.16
281240832201810	1331 SECOND ST STEVENS POINT WI 54481	\$ 3,768.49	\$ 3,858.43	\$ 89.94
281240832100711	1417 CHURCH ST STEVENS POINT WI 54481	\$ 7,617.42	\$ 7,799.22	\$ 181.80
281240832201531	1205 SECOND ST STEVENS POINT WI 54481	\$ 9,135.88	\$ 9,353.92	\$ 218.04
281240832300264	ARLINGTON PL STEVENS POINT WI 54481	\$ 872.36	\$ 893.18	\$ 20.82
281240832200404	1001 SECOND ST STEVENS POINT WI 54481	\$ 4,590.56	\$ 4,700.12	\$ 109.56
281240832202054	1443 WATER ST STEVENS POINT WI 54481	\$ 105,841.91	\$ 108,367.97	\$ 2,526.06
281240832202973	1124 MAIN ST STEVENS POINT WI 54481	\$ 2,835.79	\$ 2,903.47	\$ 67.68

281240832200303	1020 CENTERPOINT DR STEVENS POINT WI 54481	\$ 19,096.34	\$ 19,552.10	\$ 455.76
281240832200304	1017 THIRD ST STEVENS POINT WI 54481	\$ 3,067.08	\$ 3,140.28	\$ 73.20
281240832200305	1009 PORTAGE ST STEVENS POINT WI 54481	\$ 2,989.15	\$ 3,060.49	\$ 71.34
281240832202646	1320 STRONGS AVE STEVENS POINT WI 54481	\$ 5,910.41	\$ 6,051.47	\$ 141.06
281240832201826	937 MAIN ST STEVENS POINT WI 54481		\$ -	\$ -
		\$1,495,279.43	\$ -	\$ 35,686.86

Appendix F: Non-taxable Parcels Exempt from BID Assessment

PIN	Site_addr
281240832202020	0 ARLINGTON PL STEVENS POINT WI 54481
281240832201931	1466 WATER ST STEVENS POINT WI 54481
281240832202021	1016 ARLINGTON PL STEVENS POINT WI 54481
281240832202018	1475 WATER ST STEVENS POINT WI 54481
281240832202048	0 WATER ST STEVENS POINT WI 54481
281240832202013	1455 WATER ST STEVENS POINT WI 54481
281240832201935	0 WATER ST STEVENS POINT WI 54481
281240832202030	0 STRONGS AVE STEVENS POINT WI 54481
281240832202031	1101 ELLIS ST STEVENS POINT WI 54481
281240832202038	0 ELLIS ST STEVENS POINT WI 54481
281240832101507	1508 ELLIS ST STEVENS POINT WI 54481
281240832101506	1500 ELLIS ST STEVENS POINT WI 54481
281240832202006	0 THIRD ST STEVENS POINT WI 54481
281240832101504	1409 PINE ST STEVENS POINT WI 54481
281240832202401	1249 CLARK ST STEVENS POINT WI 54481
281240832201411	0 SECOND ST STEVENS POINT WI 54481
281240832292709	0 CLARK ST STEVENS POINT WI 54481
281240832100623	1532 CLARK ST STEVENS POINT WI 54481
281240832100624	1540 CLARK ST STEVENS POINT WI 54481
281240832100616	1408 CLARK ST STEVENS POINT WI 54481
281240832100617	1416 CLARK ST STEVENS POINT WI 54481
281240832100620	1508 CLARK ST STEVENS POINT WI 54481
281240832201208	0 CLARK ST STEVENS POINT WI 54481
281240832101611	0 CENTERPOINT DR STEVENS POINT WI 54481
281240832201604	800 MAIN ST STEVENS POINT WI 54481
281240832101610	0 CENTERPOINT DR STEVENS POINT WI 54481
281240832100513	0 SMITH ST STEVENS POINT WI 54481
281240832202802	0 COLLEGE CT STEVENS POINT WI 54481
281240832203138	0 COLLEGE CT STEVENS POINT WI 54481
281240832202961	1101 CENTERPOINT DR STEVENS POINT WI 54481
281240832203128	1108 SMITH ST STEVENS POINT WI 54481
281240832203103	1309 BRIGGS CT STEVENS POINT WI 54481
281240832203101	1100 SMITH ST STEVENS POINT WI 54481
281240832200115	1035 UNION ST STEVENS POINT WI 54481
281240832200126	1336 BRIGGS CT STEVENS POINT WI 54481
281240832200113	1017 UNION ST STEVENS POINT WI 54481
281240832200112	1009 UNION ST STEVENS POINT WI 54481
281240832200130	1016 SMITH ST STEVENS POINT WI 54481
281240832200709	0 PORTAGE ST STEVENS POINT WI 54481
281240832200708	0 PORTAGE ST STEVENS POINT WI 54481
281240832200707	0 PORTAGE ST STEVENS POINT WI 54481
281240832200706	617 PORTAGE ST STEVENS POINT WI 54481
281240832200705	625 PORTAGE ST STEVENS POINT WI 54481

281240832200704	633 PORTAGE ST STEVENS POINT WI 54481
281240832200703	641 PORTAGE ST STEVENS POINT WI 54481
281240832200702	649 PORTAGE ST STEVENS POINT WI 54481
281240832200701	657 PORTAGE ST STEVENS POINT WI 54481
281240832200602	1020 FIRST ST STEVENS POINT WI 54481
281240832200605	701 PORTAGE ST STEVENS POINT WI 54481
281240832200109	1225 PORTAGE ST STEVENS POINT WI 54481
281240832200107	1241 PORTAGE ST STEVENS POINT WI 54481
281240832200105	1257 PORTAGE ST STEVENS POINT WI 54481
281240832200103	1309 PORTAGE ST STEVENS POINT WI 54481
281240832200101	1325 PORTAGE ST STEVENS POINT WI 54481
281240832201911	924 ARLINGTON PL STEVENS POINT WI 54481
281240832201912	0 WATER ST STEVENS POINT WI 54481
281240832202019	1479 WATER ST STEVENS POINT WI 54481
281240832202022	1024 ARLINGTON PL STEVENS POINT WI 54481
281240832202017	0 WATER ST STEVENS POINT WI 54481
281240832202033	0 WATER ST STEVENS POINT WI 54481
281240832202015	0 WATER ST STEVENS POINT WI 54481
281240832202014	1459 WATER ST STEVENS POINT WI 54481
281240832201933	1450 WATER ST STEVENS POINT WI 54481
281240832202052	1462 STRONGS AVE STEVENS POINT WI 54481
281240832202053	1039 ELLIS ST STEVENS POINT WI 54481
281240832202039	0 ELLIS ST STEVENS POINT WI 54481
281240832201930	0 SECOND ST STEVENS POINT WI 54481
281240832202040	0 ELLIS ST STEVENS POINT WI 54481
281240832202041	0 ELLIS ST STEVENS POINT WI 54481
281240832201926	0 THIRD ST STEVENS POINT WI 54481
281240832201905	0 SECOND ST STEVENS POINT WI 54481
281240832101510	1410 ROGERS ST STEVENS POINT WI 54481
281240832202002	1045 CLARK ST STEVENS POINT WI 54481
281240832202003	1025 CLARK ST STEVENS POINT WI 54481
281240832202004	1009 CLARK ST STEVENS POINT WI 54481
281240832201307	0 CLARK ST STEVENS POINT WI 54481
281240832201306	0 WATER ST STEVENS POINT WI 54481
281240831100599	WEST CLARK ST STEVENS POINT WI 54481
281240832202629	0 CLARK ST STEVENS POINT WI 54481
281240832100618	1424 CLARK ST STEVENS POINT WI 54481
281240832100619	1500 CLARK ST STEVENS POINT WI 54481
281240832100621	1516 CLARK ST STEVENS POINT WI 54481
281240832202630	1132 CLARK ST STEVENS POINT WI 54481
281240832100622	1524 CLARK ST STEVENS POINT WI 54481
281240832100625	1310 ROGERS ST STEVENS POINT WI 54481
281240832202651	1001 MAIN ST STEVENS POINT WI 54481
281240832100603	1501 MAIN ST STEVENS POINT WI 54481
281240832201220	0 MAIN ST STEVENS POINT WI 54481
281240832201523	0 MAIN ST STEVENS POINT WI 54481
281240832202815	1300 MAIN ST STEVENS POINT WI 54481
281240832209999	0 MAIN ST STEVENS POINT WI 54481

281240832202814	0 MAIN ST STEVENS POINT WI 54481
281240832202967	0 THIRD ST STEVENS POINT WI 54481
281240832201111	0 MAIN ST STEVENS POINT WI 54481
281240832202818	0 CHURCH ST STEVENS POINT WI 54481
281240832202804	0 COLLEGE AVE STEVENS POINT WI 54481
281240832201112	0 CROSBY AVE STEVENS POINT WI 54481
281240832202969	0 MAIN ST STEVENS POINT WI 54481
281240832202972	0 STRONGS AVE STEVENS POINT WI 54481
281240832202971	0 THIRD ST STEVENS POINT WI 54481
281240832202964	1001 CENTERPOINT DR STEVENS POINT WI 54481
281240832203102	1317 BRIGGS CT STEVENS POINT WI 54481
281240832200911	1111 CROSBY AVE STEVENS POINT WI 54481
281240832200134	1026 SMITH ST STEVENS POINT WI 54481
281240832200712	1017 CROSBY AVE STEVENS POINT WI 54481
281240832200136	1300 BRIGGS CT STEVENS POINT WI 54481
281240832200506	0 CENTERPOINT DR STEVENS POINT WI 54481
281240832200108	1233 PORTAGE ST STEVENS POINT WI 54481
281240832200106	1249 PORTAGE ST STEVENS POINT WI 54481
281240832200104	1301 PORTAGE ST STEVENS POINT WI 54481
281240832200805	1200 CROSBY AVE STEVENS POINT WI 54481
281240830402204	0 CROSBY AVE STEVENS POINT WI 54481
281240832100710	0 CLARK ST STEVENS POINT WI 54481
281240832100709	1401 CLARK ST STEVENS POINT WI 54481
281240832200423	
281240832200421	
281240832200420	
281240832202974	
281240832201530	0 CROSBY AVE STEVENS POINT WI 54481
281240832200425	
281240832200424	1009 SECOND ST STEVENS POINT WI 54481

Appendix G: Wisconsin Statutes Section 66.1109

66.1109 Business improvement districts.

(1) In this section:

(a) "Board" means a business improvement district board appointed under sub. [\(3\) \(a\)](#).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subds. [1.](#) to [4.](#) have been complied with.

(g) "Planning commission" means a plan commission under s. [62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. [\(b\)](#) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under ch. [985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. [\(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40 percent of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(2m) A municipality may annex territory to an existing business improvement district if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned the municipality for annexation.

(b) The planning commission has approved the annexation.

(c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. [985](#). Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.

(d) Within 30 days after the hearing under par. [\(c\)](#), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:

1. If the cash balance in the segregated account described under sub. [\(4\)](#) equaled or exceeded \$300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.

2. If the cash balance in the segregated account described under sub. [\(4\)](#) was less than \$300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.

(cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. [\(c\) 1.](#) and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. [\(c\) 2.](#) shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of \$10 if the revised amount is not a multiple of \$10 or, if the revised amount is a multiple of \$5, such an amount shall be increased to the next higher multiple of \$10.

(cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall

be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. [\(3\) \(c\)](#), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. [66.1110](#) if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. [66.1110 \(4\) \(b\)](#).

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. [\(c\)](#) and unless the business improvement district is not terminated under par. [\(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. [985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under par. [\(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under par. [\(c\)](#), by petition under this subsection or subsequent notification under par. [\(d\)](#), and after subtracting any retractions under par. [\(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more

than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. [70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

(d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. [70.11](#) or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

History: [1983 a. 184](#); [1989 a. 56](#) s. [258](#); [1999 a. 150](#) s. [539](#); Stats. 1999 s. 66.1109; [2001 a. 85](#); [2017 a. 59](#), [70](#), [189](#).

Appendix H: Bylaws of BID

Bylaws for the City of Stevens Point Downtown Business Improvement District

Article I – General

Section I – Name

This organization shall be known as the Downtown Business Improvement District (DBID), operating as the Board of Directors of the Downtown Business Improvement District.

Section II – Creation

The DBID was approved on _____ by the Common Council of the City of Stevens Point and must, per Chap. 66.1109, Wis. Stats. be approved annually by that body.

Section III – Purpose

The main objective of the DBID is to improve the social, economic, and physical environment of Historic Downtown Stevens Point and the surrounding business areas that are impacted by the economic vitality of the downtown. The DBID exists to unite businesses, organizations, and local government through collaboration and partnership to achieve objectives identified in the DBID Operating and Implementation Plan.

Section IV – Area

The DBID will include all properties shown within the boundaries outlined in Appendix B of the DBID Operating and Implementation Plan.

Article II – Board of Directors

Section I – Board Composition and Appointment

The DBID Board of Directors shall be comprised of seven (7) voting members appointed by the Mayor of Stevens Point and confirmed by the City Council. The DBID Board of Directors will make annual Board member recommendations to the Mayor. Said members shall comprise of the following:

- 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.

Section II – Term of Office

Term appointments will be for a period of two (2) years on staggered terms each ending December 31st of the year of expiration. Term of office will begin January 1st. The Alderperson serving the DBID will serve a term of two (2) years.

Section III – Meetings

The DBID Board of Directors shall meet monthly to achieve the goals as defined in the Operating Plan.

Section IV – Quorum

A simple majority of the current total voting Board membership shall constitute a quorum. The concurrence of a majority of the voting Board members present at a meeting at which a quorum is present shall be necessary to conduct the business of the Board. “Present” shall be defined as physical or virtual attendance.

Section V – Voting

At any meeting of the Board, each voting Board member shall be entitled to one vote with a majority vote determining the issue.

Section VI – Vacancies

Vacancies on the Board of Directors shall be filled by appointment of the Mayor and confirmed by the City Council.

Section VII – Officers

Board members shall appoint a Chairperson, Treasurer, and Secretary on a yearly basis each January. Any two of the three executives shall have the authority to execute documents on behalf of the BID Board, only for purposes authorized by the full BID Board of Directors, including the authorization for writing of checks and executing contracts.

- A. Chairperson. The Chairperson shall serve as the chief officer of the DBID and shall preside at all meetings of the Board of Directors. The Chairperson shall assign committee chairs, subject to approval of the Board of Directors.
- B. Treasurer. The Treasurer shall be responsible for overseeing and reporting the financial activities of the DBID. Activities include coordinating the annual budget with the Chairperson and committee chairs, present notable updates of DBID finances to the Board, and consult the Board of Directors or DBID staff about the financial health of the DBID. Funds shall be kept in a segregated account in the municipal treasury and disbursed through the City of Stevens Point.
- C. Secretary. The Secretary will be responsible for creating the minutes of each meeting according to the requirements of Open Meetings Law and are to be provided to the DBID Chairperson no later than one (1) week after the previous DBID Board meeting. The Secretary creates monthly BID Board agendas under direction of the DBID Chairperson to be provided to the City Clerk no less than one (1) week prior to the next DBID Board meeting.

Article III – Finances

Section I – Special Assessment

Special assessments under this Operating Plan will be levied by the City of Stevens Point against each taxable property within the District pursuant to Wis. Stats. 66.1109. These properties will be levied at a rate determined by the Board of Directors and approved by the City of Stevens Point Common Council.

Section II – Exemptions

All properties within the boundaries of the DBID shall be assessed, except for properties used exclusively for residential purposes and property exempt from paying real estate taxes or owned by government agencies.

Section III – Probationary Funding

The City of Stevens Point will provide the DBID a minimum of \$70,000.00 upon inception and a minimum of \$35,000.00 per calendar year from 2024-2027 to support the establishment and investigate the efficacy of the DBID.

Section IV – Fiscal Year

The fiscal year of the DBID shall close on December 31st of each year.

Section V – Budget & Report

Each August, the DBID Officers shall formulate a budget in line with the coming year's goals and objectives. The DBID Treasurer shall present a proposed budget at the September meeting, which will, in turn, be presented along with the previous year's report to the City of Stevens Point Finance Committee and Common Council.

Section VI – Accounting

Until the DBID budget exceeds the amount necessary for annual audit (\$300,000), the DBID shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.

Article IV – General Provisions

Section I – Parliamentary Authority

The current edition of Democratic Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not consistent with the Bylaws of the DBID.

Section II – Amendments

These bylaws may be amended or altered by a two-thirds vote of the Board of Directors.

Appendix I: Recommended Board Representation

The BID Planning Committee recognizes that it may not be feasible for comprehensive representation on the BID Board. However, an earnest effort should be made by the outgoing BID Board Members and Mayor to build relationships with and appoint representatives from these categories:

- Industry / Business Type
- Age
- Sex / Gender
- Race / Ethnicity

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF STEVENS POINT

3028 Stanley Street (PID 020240828-14.02)

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

SECTION I: Territory Annexed.

Pursuant to Wis. Stat. §66.0217(2), 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 become part of the 2nd County Board Supervisory District, become part of the 11th Aldermanic District, and shall become part of the 35th 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 two (2) 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 State of Wisconsin, Department of Administration, has reviewed the annexation and issued its determination per petition file no. 14541.

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: December 19, 2022

Published:

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

EXHIBIT ‘A’

ANNEXATION LEGAL DESCRIPTION

Lot 1 of Portage County Certified Survey Map No. 8891-36-121, located in the Northwest Quarter of the Southeast Quarter of Section 28, Township 24 North, Range 8 East, Town of Hull, Portage County, Wisconsin, more particularly described as follows:

Commencing at the east quarter corner of said Section 28; thence South 88 degrees 59 minutes 29 seconds West along the north line of the Northeast Quarter of the Southeast Quarter of said Section 28 a distance of 1,321.38 feet to the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 28; thence South 88 degrees 49 minutes 51 seconds West along the north line of said Northwest Quarter of the Southeast Quarter of section 28 a distance of 338.07 feet to the northeast corner of said Lot 1 of Portage County Certified Survey Map No. 8891-36-121 and the point of beginning; thence South 00 degrees 07 minutes 54 seconds West along the east line of said Lot 1 a distance of 314.60 feet to the southeast corner thereof and the northwesterly right of way line of Stanley Street; thence South 59 degrees 59 minutes 00 seconds West along said northwesterly right of way line of Stanley Street 61.28 feet to the southwest corner of said Lot 1; thence North 00 degrees 07 minutes 54 seconds East along the west line of said Lot 1 a distance of 344.17 feet to the northwest corner thereof and the north line of said Northwest Quarter of the Southeast Quarter of Section 28; thence North 88 degrees 49 minutes 51 seconds East along the north line of said Lot 1 and said north line of the Northwest Quarter of the Southeast Quarter of Section 28 a distance of 53.00 feet to the point of beginning and there terminating.

Said annexation contains approximately 17,453 square feet (0.40 acres).

EXHIBIT 'B'

ANNEXATION MAP



0' 30' 60' 1"=60'

BASIS FOR BEARING

THE BEARINGS HEREIN ARE
REFERENCE TO PORTAGE COUNTY
CERTIFIED SURVEY MAP
#8891-36-121.

P.O.C.
EAST QUARTER
CORNER, SECTION 28,
T.24N., R.8E.

N88°49'51"E
53.00'

N. LINE NW-SE
SEC. 28

P.O.B.

1/16
CORNER

S88°59'29"W
1,321.38'

N. LINE NE-SE
SEC. 28

S88°49'51"W
338.07'

TOWN OF HULL
CITY OF STEVENS POINT

020-2408-28-14.02
JACKSON I. & MARY H. CASE
3028 STANLEY STREET
STEVENS POINT, WI 54481

ANNEXATION
BOUNDARY

TOWN OF HULL

N00°07'54"E, 344.17'

LOT 1-CSM #8891-36-121

S00°07'54"W, 314.60'

CITY OF STEVENS POINT

TOTAL AREA
17,453 SQ.FT.
0.40 ACRES

CITY OF STEVENS POINT

R/W

STANLEY STREET

100'

R/W

S59°59'00"W
61.28'



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY-DESIGNEE

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview>

December 06, 2022

PETITION FILE NO. 14541

KARI YENTER, CLERK
CITY OF STEVENS POINT
1515 STRONGS AVE
STEVENS POINT, WI 54481-3543

JUDITH HOLLEY, CLERK
TOWN OF HULL
4550 WOJCIK MEMORIAL DR
STEVENS POINT, WI 54482-8738

Subject: CASE ANNEXATION

The proposed annexation submitted to our office on November 16, 2022, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city..." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the City of Stevens Point, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14541 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2615>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

RESOLUTION

[APPLY PERMANENT ZONING DESIGNATION OF "R-2" SINGLE-FAMILY RESIDENTIAL – 3028 STANLEY STREET]

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 3028 Stanley Street (**Parcel ID 020240828-14.02**) and described as LOT 1 CSM#8891-36-121 BNG PRT NWSE S28 T24 R8-14.02 .40A 515\83;611/494; CSM 36/121, Town of Hull, Portage County, Wisconsin, is hereby granted approval of a permanent zoning designation of "R-2" Single-Family Residential for the annexed subject property.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: December 5, 2022
Adopted: December 19, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – 5665 U.S. HIGHWAY 10 EAST – PERFORM IMPROVEMENTS TO AN OFF-PREMISE SIGN]

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 5665 U.S. Highway 10 East **(Parcel ID 281240836230010)** and described as LOT 1 CSM#6434-23- 257 BNG PRT SW NW; EX PRT TAKEN FOR HWY DESC 693080 S36 T24 R8 ESMT-INGRESS 695/430 & 589/928 734510, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to perform improvements to an off-premise sign on the subject property.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: December 5, 2022
Adopted: December 19, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – 1300 MAIN STREET – OPERATE A WARMING SHELTER]

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 1300 Main Street **(Parcel ID 281240832202815)** and described as COM SW/C LOT 6 BLK 2 SB&P ADD TH W 132';N 132' E132';S 132' TO POB BNG PRT NENW S32 T24 R8 ALSO W30' LOT 6 BLK 2 SB&P ADD EX W7' SOLD CITY 213/225 830014RES, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to operate a warming shelter subject to the following conditions:

1. Occupancy shall be limited to the basement floor.
2. The use of the facility for temporary housing shall only occur during the following time periods, unless otherwise approved by Community Development staff:
 - a. Warming shelter opens November 1st or below 20 degrees F temperature.
 - b. Warming shelter closes April 30 or after temperatures are above 20 degrees F temperature.
 - c. Warming shelter check-in hours shall be from 8:30PM - 9:00PM. d. Warming shelter closes at 6:30 AM.
3. At least one professionally trained staff member shall provide supervision of the facility at all times during operation.
4. Applicable Building Codes and Fire Codes shall be met.
5. City staff shall have the ability to approve minor amendments to the proposal.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: December 5, 2022
Adopted: December 19, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – 2116 WOOD STREET – CONSTRUCT A STORAGE BUILDING]

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 2116 Wood Street (**Parcel ID 281240832301205**) and described as LTS 260-270 BLK 56 SE&O ADD&PRT BLKS 57&73 SE&O LYG NELY RR ROW BK 81 MM STRONGS ADD EX LTS631-38 EXLS639-40&ADJ VAC ST 491/ 936; 779669, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to construct a storage building subject to the following conditions:

1. A building permit shall be obtained prior to the start of construction.
2. Staff shall have the ability to approve minor amendments to the site plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: December 5, 2022
Adopted: December 19, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[APPLY PERMANENT ZONING DESIGNATION OF "C" CONSERVANCY – 5950 U.S. HIGHWAY 10 EAST AND UNADDRESSED PARCELS OFF OF HIGHWAY 10 EAST]

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 unaddressed parcel bounded by Highway 10 East and Badger Avenue (Parcel ID 281240836120004), two landlocked parcels directly north of the property located at 5950 U.S. Highway 10 East (Parcel ID 281240825440001 & 281240825440002) and the property located at 5950 U.S. Highway 10 East (Parcel ID 281240836110001) are hereby granted approval of a permanent zoning designation of "C" Conservancy for the annexed subject properties.

Parcel ID 281240836120004 is described as LOT 2 CSM#8701-35-81 BNG PRT NWNE S36 T24 R8 20.93A 671754AFF;666872;893398ANNX, City of Stevens Point, Portage County, Wisconsin. Parcel ID 281240825440001 is described as S 10A OF W1/2 SESE S25 T24 R8 10.00A 832172;893398ANNX, City of Stevens Point, Portage County, Wisconsin. Parcel ID 281240825440002 is described as E 1/2 SESE S25 T24 R8 20A 832172;893398ANNX, City of Stevens Point, Portage County, Wisconsin. The property located at 5950 U.S. Highway 10 East (Parcel ID 281240836110001) is described as NENE EX PRT DES-273/695; EXC HWY 432293 & 796118 S36 T24 R8 36.17A M/L 832172;893398ANNX, City of Stevens Point, Portage County, Wisconsin.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: December 5, 2022
Adopted: December 19, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

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

[Chapter 23 of the Revised Municipal Code – Zoning Ordinance – Defining an IDD Household Entity]

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

SECTION I: That Section 23.04(2) of the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point shall be amended to insert a definition as follows:

IDD Household Entity – is no more than four non-related individuals, all with intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, residing in the same housing unit and acting as a single housekeeping entity. In such situation, live-in caregivers for those with intellectual and/or developmental disabilities shall not count against the total number of unrelated individuals within the IDD Household Entity definition. The Zoning Administrator may review each case for approval or denial based upon the information provided to them.

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: December 5, 2022
Adopted: December 19, 2022

Drafted By: Adam Kuhn
Return To: City Clerk

**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 9.19 of the Revised Municipal Code, ATV/UTV Routes, is hereby **created** to read as follows:

9.19 ATV/UTV ROUTES

(1) Pursuant to Wis. Stats. § 23.33(11), the operation of all-terrain vehicles and utility terrain vehicles is authorized upon the following sections of roadway within the City of Stevens Point

- (i) West River Drive from the West city limits to West Clark Street/STH 66.
- (ii) West Clark Street/STH 66 from West River Drive to a point 50 feet west of West Whitney Street.
- (iii) That part of Stanley Street located within the city limits from North Court to Wilshire Boulevard North.
- (iv) That part of Wilshire Boulevard North located within the city limits from Stanley Street to North Point Drive.
- (v) That part of Torun Road located within the city limits from Norway Pine Drive to the North city limits.
- (vi) Brilowski Road from a point 375 feet north of Main Street/USH 10 to the North city limits.
- (vii) That part of Old Highway 18 Road located within the city limits from a point 250 feet south of Main Street/USH 10 to Brilowski Road.

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

APPROVED: _____
Mike Wiza, Mayor

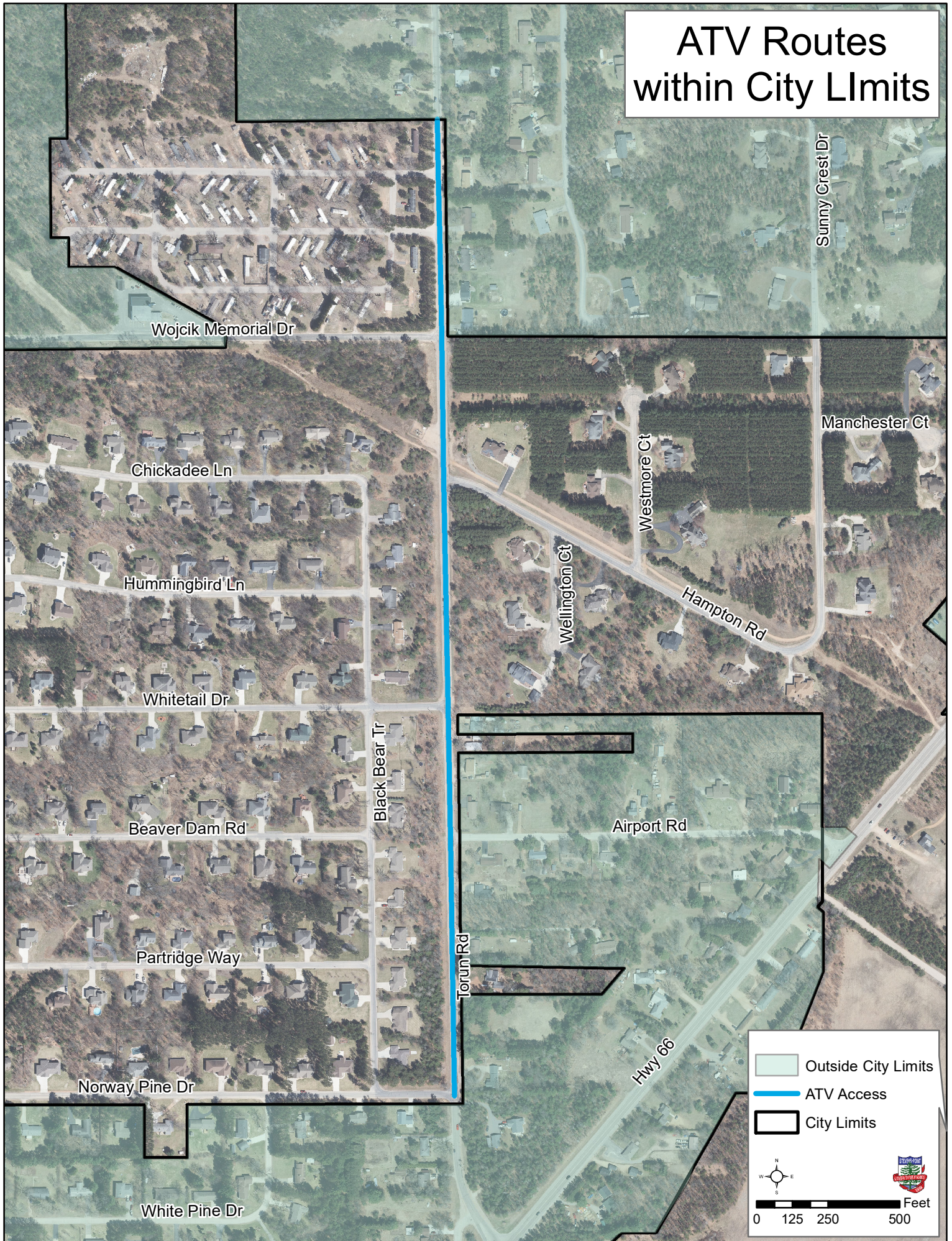
ATTEST: _____
Kari Yenter, City Clerk

Dated: December 12, 2022
Approved: December 19, 2022
Published: December 23, 2022

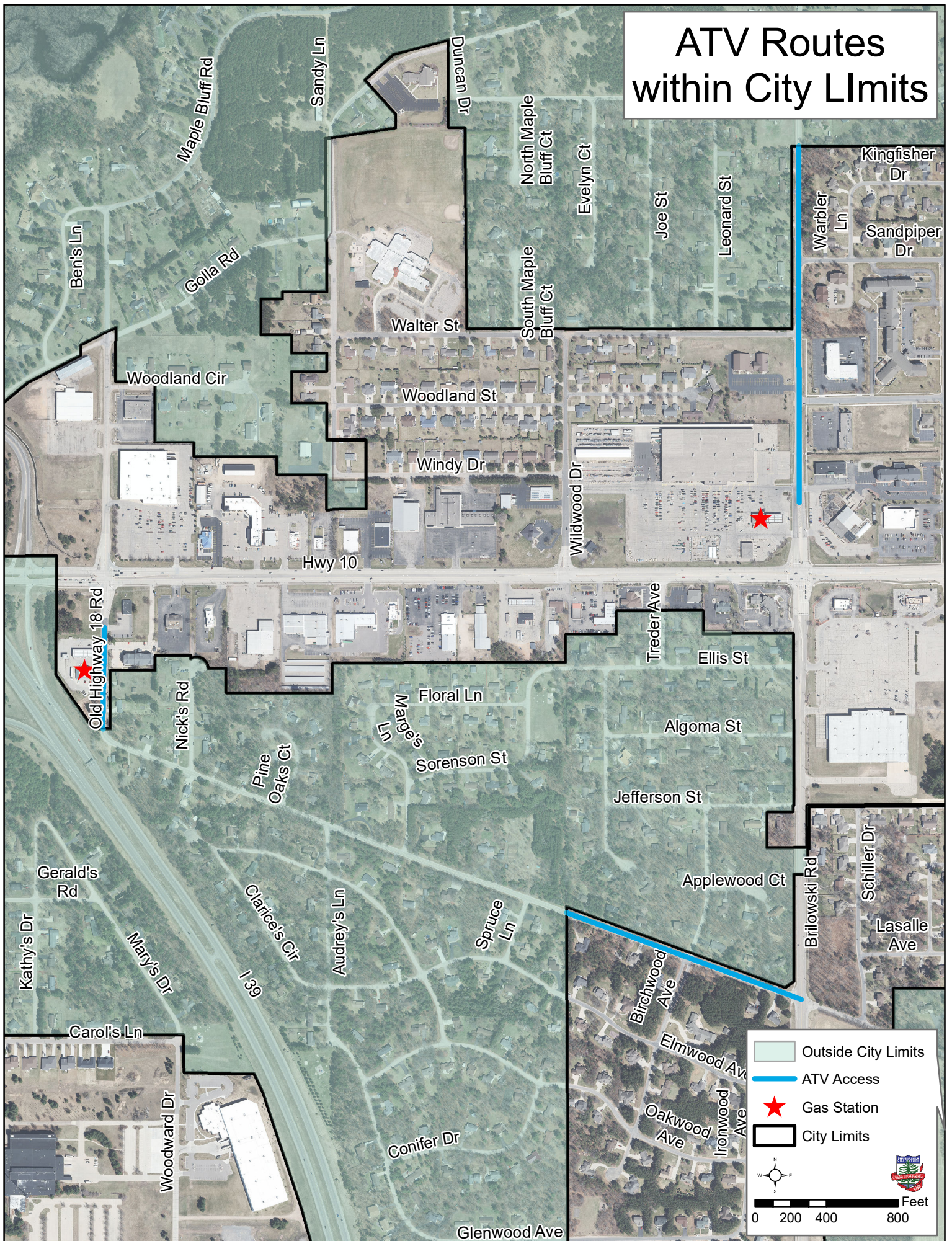
ATV Routes within City Limits



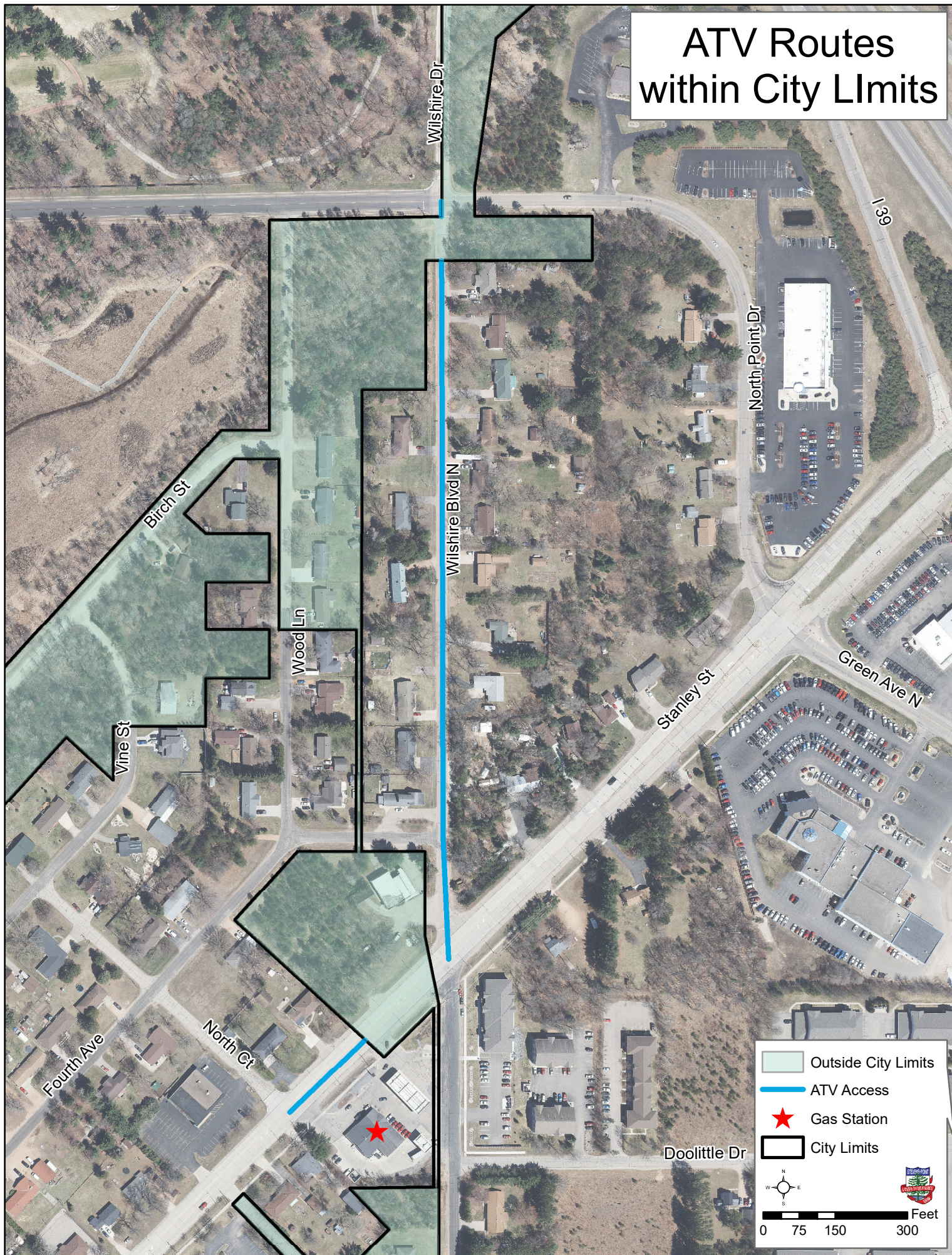
ATV Routes within City Limits



ATV Routes within City Limits



ATV Routes within City Limits





Built to deliver a better world

AECOM
1350 Deming Way, Suite 100
Middleton, WI 53562

608.836.9800 tel
608.836.9767 fax

December 8, 2022

City of Stevens Point
Attn: Scott Beduhn, P.E., Director of Public Works
1515 Strongs Avenue
Stevens Point, WI 54481

Subject: Cost Proposal for Engineering Services
USGA Traffic Impacts Analysis
City of Stevens Point

Dear Mr. Beduhn,

Thank you for your consideration of AECOM to complete a Traffic Impacts Analysis (TIA) for the upcoming USGA Senior Open at SentryWorld. We have prepared the enclosed scope of work and fee estimate for AECOM to complete this work.

AECOM has extensive transportation planning experience and experience completing TIAs. AECOM recently completed a TIA for Sentry Insurance near North Point Drive and Division Street. This previous project and other City of Stevens Point studies, including the Business 51 Study and the Clark/Main Street Study, provides AECOM additional background knowledge and experience in the proposed study area.

We appreciate the opportunity to provide this project proposal and we look forward to working with you in the future.

Sincerely,

Derek Salomonsen

Derek Salomonsen, P.E., PTOE, RSP
Project Manager

Randall L. Fuchs, P.E.
Vice President

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) effective this January 3, 2023, is by and between The City of Stevens Point, a Wisconsin municipality (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products (“Deliverables”) in accordance with the schedule (“Project Schedule”), if applicable, as set forth in **EXHIBIT A**.

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

4. NOTICE All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Attn: Scott Beduhn, Director of Public Works

TO AECOM:

1350 Deming Way, Suite 100
Middleton, WI 53562, USA
Attn: Derek Salomonsen, Project Manager

Claims-related notices shall be copied to:
AMER-DCSPProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to

AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and

12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

17. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

Executed Change Orders
Consulting Services Agreement Article 26

Consulting Services Agreement Articles 1 through 25 and 27
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

26. SPECIAL TERMS AND CONDITIONS

None

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.**CLIENT: City of Stevens Point**_____
Signature_____
Signature_____
Printed Name_____
Printed Name_____
Printed Title_____
Printed Title_____
Date_____
Date

Address
1350 Deming Way, Suite 100
Middleton, WI 53562

Address
1515 Strong's Avenue
Stevens Point, WI 54481

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Schedule:

Approximate Dates	Tasks
January 2023	Signed Contract
January 2023	Kickoff Meeting/Data Collection
January 2023 – March 2023	Traffic Analysis
March 2023 - April 2023	Draft Report
April 2023	Final Report

Deliverables:

Report – Recommendations

AECOM Project Manager

Name	Derek Salomonsen
Title	Project Manager
Address	1350 Deming Way, Suite 100, Middleton, WI 53562
Phone Number	608-828-8203
Email Address	Derek.Salomonsen@aecom.com

Client Project Manager

Name	Scott Beduhn
Title	Director of Public Works
Address	1515 Strong's Avenue, Stevens Point, WI 54481
Phone Number	715-346-1564
Email Address	sbeduhn@stevenspoint.com

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EXHIBIT A

SERVICES

1. Study Description

The project consists of a Traffic Impacts Analysis (TIA) to determine if roadway or intersection improvements are needed within the City of Stevens Point to accommodate traffic from USGA's 2023 U.S. Senior Open at SentryWorld. The project objective is to evaluate the existing operations of the study intersections, determine the intersection capacity to accommodate event traffic, and recommend improvements, if needed, to provide safe and efficient operations at the study intersections during the U.S. Senior Open at SentryWorld. The TIA will analyze potential impacts at the following intersections:

- a. Division Street (Bus. 51) & North Point Drive
- b. Division Street (Bus. 51) & Maria Drive
- c. Division Street & 4th Avenue
- d. Maria Drive & 4th Avenue
- e. Stanley Street & Michigan Avenue
- f. Stanley Street & North Point Drive / Green Avenue
- g. STH 66 / Stanley Street & IH 39 Southbound Ramps
- h. STH 66 & IH 39 Northbound Ramps
- i. STH 66 & Stevens Point Airport Driveway (South)
- j. North Point Drive & Prentice Street

Scope of Services

2. Project Management and Meetings

2.1. Project Management

- a. Prepare monthly invoices for the CLIENT with progress reports.
- b. Provide overall coordination and management for the project, including project reviews and quality control reviews.
- c. Create a project-specific safety plan.

2.2. Meetings

- a. Conduct a virtual project kickoff meeting with the City of Stevens Point and internal staff.
- b. Provide up to two (2) virtual monthly updates to the Director of Public Works.
- c. Participate in up to two (2) virtual coordination meetings with the City of Stevens Point and USGA staff.
- d. Participate in one (1) virtual meeting to discuss final analysis findings and recommendations.
- e. Hold monthly meetings with internal staff.

3. Data Collection

3.1. Collect data from the City of Stevens Point and WisDOT for use in the study. This data may include, but is not limited to:

- a. The CLIENT will perform weekday 15-hour turning movement traffic counts at the following intersections. Perform the count between the hours of 6:00 AM and 9:00 PM. One weekday count on Thursday, and one weekend count on Saturday.

1. Division Street (Bus. 51) & North Point Drive
 2. Division Street (Bus. 51) & Maria Drive
 3. Division Street & 4th Avenue
 4. Maria Drive & 4th Avenue
 5. Stanley Street & Michigan Avenue
 6. Stanley Street & North Point Drive / Green Avenue
 7. STH 66 / Stanley Street & IH 39 Southbound Ramps
 8. STH 66 & IH 39 Northbound Ramps
 9. North Point Drive & Prentice Street
- b. Crash data (crash reports, crash diagrams)
 - c. Volume data (Traffic forecasts, ADT, speed studies)
 - d. WisDOT safety certification mapping and intersection network screening information
 - e. Traffic signal plans and signal timing
 - f. As-built construction drawings
 - g. Operational data (signing and marking plans, roadway functional classification)
- 3.2 Estimate peak hour turning movement volumes at the STH 66 & Stevens Point Airport Driveway (South) intersection using STH 66 volumes at the IH 39 & STH 66 interchange. Assume a negligible amount of traffic entering and exiting the airport driveway in the existing condition.
- 3.3. Review the data collected to better understand the operational and safety deficiencies at each location.
- 3.4. Coordinate with the City of Stevens Point to determine details for the upcoming 2023 Senior Open Event. Necessary details to coordinate with the City include, but are not limited to: attendance, parking arrangements, guest accommodations, etc.
- 3.5. Coordinate with the City of Madison on their past mitigation plans for accommodating previous Senior Open events hosted at University Ridge golf course.
- 3.6. Coordinate with WisDOT any potential impacts or improvements recommended along STH 66.
- 3.7. Conduct a site visit to review site conditions and observe traffic flow characteristics.

4. Traffic Projections

- 4.1. Develop background turning movement traffic projections at the study intersections for the following peak hours:
 - a. Weekday AM peak hour
 - b. Weekday PM peak hour
 - c. Weekend peak hour
- 4.2. Calculate the number of estimated trips destined to/from the event each day, including passenger vehicle trips to/from parking location and shuttle trips to/from the event space.
- 4.3. Assign event trips to a transportation mode. Determine the distribution percentages of event vehicular traffic to each project intersection.

5. Safety Analysis

- 5.1. Review the WisTransportal safety certification mapping screening tool to check for locations with safety concerns (locations of interest).
- 5.2. Review 5-year crash data in WisTransportal Community Maps to identify intersections with high crash frequencies or high crash rates.

6. Traffic Operational Analysis

- 6.1. Perform peak hour traffic operational analyses for all scenarios in scope item 4.1 and for all the project intersections in scope item 1 using Synchro traffic modeling software. Evaluate the project intersections under the following traffic conditions and roadway configurations:
 - a. Existing Conditions (current roadway configuration, current year traffic conditions)
 - b. Event No-Build Conditions (current roadway configuration, traffic conditions during the USGA Senior Open event)
 - c. Event Build Conditions (improved roadway configuration, traffic conditions during the USGA Senior Open event)
- 6.2. Perform a peak hour traffic sensitivity analysis to determine the effects of small traffic volume fluctuations on intersection capacity.
- 6.3. Provide software outputs detailing intersection and individual movement performance factors including level of service, total delay, volume to capacity ratio, 95th percentile queue lengths, and any other critical intersection operational data.
- 6.4. Identify delay/LOS deficiencies and queueing deficiencies for scenarios in scope item 6.1.
- 6.5. Evaluate bicycle and pedestrian traffic concerns given the expected increase in traffic due to the event.
- 6.6. Complete conceptual traffic signal warrant analyses at two (2) intersections for the Event No-build scenario in scope item 6.1. The purpose of this analysis is to evaluate and identify the need for added traffic control due to additional event traffic, including police enforcement.
- 6.7. Determine the changes to lane configuration, signal phasing, and signal timing needed to appropriately accommodate the additional event traffic.

7. Development of Recommendations

- 7.1. Compile results of the safety and operational analyses.
- 7.2. Develop improvement recommendations for roadway and intersection improvements in the study area in coordination with the City of Stevens Point.
- 7.3. Develop lump sum cost estimates for recommended improvements. Cost estimates will not be itemized and they will be estimated based on aerial measurements, costs of similar projects, and assumed site conditions.

8. Reports

- 8.1. Prepare a Draft Report that presents the findings, results, and recommendations for the analysis.
- 8.2. Incorporate City of Stevens Point comments on the Draft Report and prepare a Final Report.
- 8.3. The report will include a summary of the analysis methodology, analysis results, and geometric and traffic control recommendations.

9. Assumptions

- 9.1. The TIA will only consider new trips for the planned USGA Senior Open Event, and the analysis will not consider any off-site trips.
- 9.2. The analysis does not include any conceptual design or itemized cost estimates.
- 9.3. The TIA will not be in the full WisDOT format.

“If Authorized” Services**1. On-Site Engineer**

- 1.1. An engineer is to be on-site at study intersections while the event is taking place.
 - a. Conduct an on-site visit one hour prior to the event beginning and 1 hour past the end of the event.
 - b. Evaluate traffic operations and make recommendations for changes to, but not limited to, signal timing, traffic control, event message signs, lane configurations, police enforcement, etc.
 - c. Prepare a memo documenting the on-site evaluation, including any recommendations.

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

[X] Time and Materials with a Not-to-Exceed ("NTE") amount of \$39,885.00. Additionally, there is an "if authorized" amount of \$3,000 per day for on-site engineering services. The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

Intentionally Omitted	\$
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2.2 OTHER HOURLY LABOR RATE CATAGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ____ 20__ between AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20____ modifies that Agreement as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

- ☐ No change to Compensation
- ☐ Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- ☐ Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- ☐ Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

- ☐ **Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$.

5. Project Impact:

--

6. Other Changes (including terms and conditions):

--

2022

7. All other terms and conditions of the Agreement remain unchanged.
8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

[End of Agreement]



MEMORANDUM

To: Plan Commission

From: Adam Kuhn, Associate Planner / Zoning Administrator

Date: December 5, 2022

RE: Housing Affordability Report: Posting Year 2022, Permit Year 2021

Background: As required by Wis. Stats. 66.10013, enclosed the Plan Commission will find the "Housing Affordability Report" for permitting year 2021, posting year 2022. This is the fourth year that the State has required the City to complete this report.

This document details projected financial impact on subdivision development based on the City's fee schedule. Please note that this report is intended to outline the financial impact on subdivision development based on the developer's viewpoint of 'greenfield' development, wherein the property being developed has not had a previous human-centric land use. State statute does not outline the costs the City takes on as part of a subdivision development (i.e., long-term financial obligations of maintaining road and utility infrastructure). While this document is as accurate as possible, individual elements of each subdivision may change applicable fee amounts. General subdivision fee estimates should be used for purposes of estimate only, and do not necessarily represent full fee amounts for any future development proposal or project type.

Wis. Stats. 66.10013 requires that the City also identify ways to reduce the time and cost necessary to approve and develop a new residential subdivision in the City by 20 percent. Overall, City staff would recommend that developers who seek to develop more affordable housing go through the Planned Development District Zoning. We consider reducing the time required to rezone a property to Planned Development if the property included fewer units or homes. We do not believe that there is any flexibility in our fee schedule to reduce the overall cost to develop a greenfield subdivision, as it is already minimal compared to other municipalities.

Staff Recommendation: Staff recommends **APPROVAL** as presented.

www.stevenspoint.com

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

Housing Affordability Report



REPORT YEAR 2022, PERMIT YEAR 2021

Department of Community Development
City of Stevens Point, Wisconsin



Department of
Community Development

Introduction

In 2017, Wis. Act 243 was passed into law. This Act created a new housing affordability reporting requirement for communities with a population exceeding 10,000 residents. This Housing Affordability Report is intended to provide the City of Stevens Point specific information on the following:

- (a) The number of subdivision plats, certified survey maps, condominium plats, and building permit applications approved in the prior year.
- (b) The total number of new residential dwelling units proposed in all subdivision plats, certified survey maps, condominium plats, and building permit applications that were approved by the municipality in the prior year.
- (c) A list and map of undeveloped parcels in the municipality that are zoned for residential development.
- (d) A list of all undeveloped parcels in the municipality that are suitable for, but not zoned for, residential development, including vacant sites and sites that have potential for redevelopment, and a description of the zoning requirements and availability of public facilities and services for each property.
- (e) An analysis of the municipality's residential development regulations, such as land use controls, site improvement requirements, fees and land dedication requirements, and permit procedures. The analysis shall calculate the financial impact that each regulation has on the cost of each new subdivision. The analysis shall identify ways in which the municipality can modify its construction and development regulations, lot sizes, approval processes, and related fees to do each of the following:
 - 1. Meet existing and forecasted housing demand.
 - 2. Reduce the time and cost necessary to approve and develop a new residential subdivision in the municipality by 20 percent.

Additionally, this Housing Affordability Report will analyze the progress toward goals contained in the Housing Element Chapter of the City's 2005 Comprehensive Plan. This 2022 Housing Affordability Report is written to analyze the 2021 permit year, and complies with all requirements contained within §66.10013 of Wis. Stats.

Process & Data

As a result of §66.10013, this report was compiled utilizing data from permitting year 2021. This includes platting, development, and other permit data required to comply with the January 1, 2023 posting deadline outlined in 2017 Act 243. As of the posting of this report (December 2022), no Community Development-based fee adjustments or fee schedule amendments have occurred for Fiscal Year 2022. Zoning, assessment, land dedication, and ordinance data are valid and current as of the posting of this report.

Additionally, as required by 2017 Act 243, this report is posted to the City's website (<https://stevenspoint.com/197/Community-Development>) for the public to view. All members of the City's Plan Commission and Common Council will also receive a copy of this report.

Sections of this plan highlights the projected financial impact on subdivision development based on the City's fee schedule. **Please note that this document is intended to outline the financial impact on subdivision development based on the developer's viewpoint of 'greenfield' development, wherein the property being developed has not had a previous human-centric land use.** The statute does not outline the costs the City takes on as part of a subdivision development (long-term financial obligations of maintaining road and utility infrastructure, for example). While as accurate as possible, individual elements of each subdivision may change applicable fee amounts. General subdivision fee estimates should be used for purposes of estimate only, and do not necessarily represent full fee amounts for any future development proposal or project type.

Housing Demand & Affordability

Population

Over the last ten years (2010-2020), Portage County has had a 0.51% increase in population. The same time period, the City of Stevens Point and the Village of Whiting saw a slight decrease in population (3.93% and -7.13%, respectively), while the Village of Plover saw a significant increase in population (11.52%). The urban area of Portage County (widely considered the City of Stevens Point, the Village of Plover, the Village of Whiting and the Town of Hull), make up 66.22% of the total County population. This percentage has stayed stagnant over the last decade.

As the County seat, Stevens Point has a traditional development pattern, mixed with some suburban residential development. The City's existing housing stock similar in nature to other older communities that have experience population growth. The City has roughly 5,638 homes, of which

45% were constructed before 1950, 6% were constructed prior to 1900, and 11% were constructed after 2000. Home construction has been cyclical in Stevens Point. Single-family home construction reached its peak in the 1960s during which 13% of the City's current stock was built. In the 1980's, only 3% of the City's current housing stock was constructed (note: Town of Hull and Village of Plover saw significant single-family housing development during this time). In the 1990's, the City's housing development increased as correlated to the development of the more suburban parts of the City. As of now, single-family construction from 2010- 2015 in Stevens Point accounts for 2% of its total housing stock, meaning a moment of waning in single-family housing development within the City. 54% of the City's housing stock are detached single-unit structures, wherein one residential unit is on one tax parcel. 95% of all homeowners in the City live in single-unit structures. Due to the significant University of Wisconsin-Stevens Point and Mid-State Technical College student populations, the City does have a disproportionate percentage of City households occupied by renters (49%). For the last several years, this number has remained nearly the same, but there has been a slight decline, from 51% to 49%.

There are several factors that play into the outward growth, or lack thereof, of the City's population. Environmental constraints on the City's municipal boundaries (high ground water and bedrock, for example) have limited the City's ability to grow 'outward' in a traditional suburban development pattern. Additionally, local public policy has shifted from outward growth to core redevelopment, which replaces existing, older homes with newer homes. This means a one-for-one replacement of existing housing stock, and typically takes a longer time to achieve neighborhood turnover. Other factors also indicate that the last several years, surrounding municipalities have been developing tax-forfeiture (County-owned) subdivisions in the former Tree Acres Golf Course in the Southeast corner of the Village of Plover. This land was being sold undeveloped between \$9,500 and \$10,000 per acre, as opposed to similar properties in or around the City of Stevens Point selling for \$30,000 to \$35,000 per acre. This has drawn significant new residential development and subsequent population to surrounding municipalities as opposed to the City.

In 2013 the Wisconsin Department of Administration (DOA) provided population estimates for the year 2040 based on the 2010 Census and other data provided to the State. The DOA estimates indicated a population of 30,150 persons by 2040. These estimates translate to 12,369 households with an average household size of 2.13 persons per household. There are some concerns over the accuracy of this population projection as the 2020 Census results for the City is 2,754 individuals behind the original 2020 projection.

Growth Trends & Focus Areas of the Community

For the last several years a significant refocus has occurred at the local policy-making level. Local elected and appointed officials have opted to spend time, energy, and money on redeveloping and reinvestment the City's existing neighborhoods, while discouraging suburban greenfield

development. This means that fewer new utilities and roadways are installed, and therefore fewer (if any) impact fees are assessed to developers seeking to construct new residential subdivisions. The implementation of this shift in policy is new – however, the City’s 2005 Comprehensive Plan identified upkeep, maintaining, and offering incentives to homeowners to improve the existing housing stock. Major non-single-family developments either have occurred (Berkshire Senior Housing) or are under construction (Northside Yard, BANTR Apartments, The Grove). These developments are on existing lots within the City’s core neighborhoods, and are not considered greenfield development. While infill development does require building permits and some impact fees, it is not as impactful to the developer if a greenfield development were to occur. Additionally, given the focus on infill redevelopment and reinvestment, you will see that the City’s building permits on alterations is higher than other municipalities that are hyper-focused on suburban development and subdivisions.

Housing Affordability

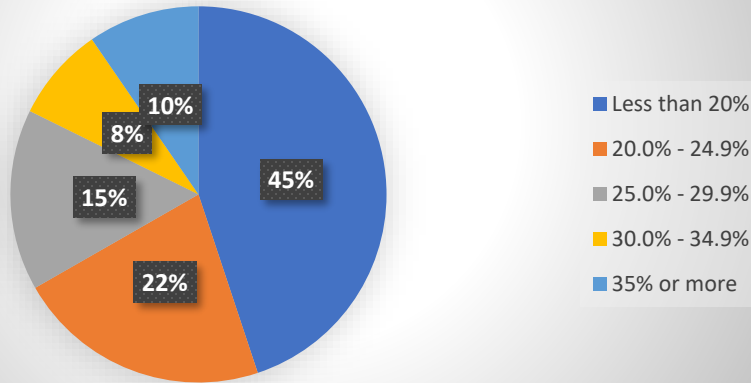
Utilizing data from the 2020 American Community Survey, we can provide generalizations on how affordable housing (whether rental or owner-occupied) is within the City of Stevens Point. Housing affordability has been defined by the amount of monthly income that is dedicated to paying a mortgage or rent. According to the U.S. Department of Housing and Urban Development, families that pay more than 30% of their monthly income for housing are considered housing cost-burdened. This means that those families are financially limited on other non-discretionary costs of living within the community (transportation, groceries, student loans & debt service, childcare, etc.). In the City of Stevens Point, the median gross household income is \$46,663.

Owner-Occupied Housing

In order for us to dive further into the housing affordability component of this, we need to better understand the data in which we are pulling this information from. When identifying “Monthly Owner Costs” it should be known that this includes the sum of payments for mortgages, deeds of trust, contracts to purchase, or other similar debts on the property. It also includes real estate taxes, proper insurances, and utilities.

According to the 2020 American Community Survey, there are 10,842 occupied housing units within the City. Of those, 5,442 (50.2%) are owner-occupied. Additionally, of the 5,442 owner-occupied units, 3,321 (61.0%) have a mortgage or mortgage-equivalent. Of those with a mortgage or mortgage-equivalent, roughly 696 households (21%) spend more than 30% of their household income on Monthly Owner Costs. Below is a percentage breakdown of the percentage of household income spent on Monthly Owner Costs.

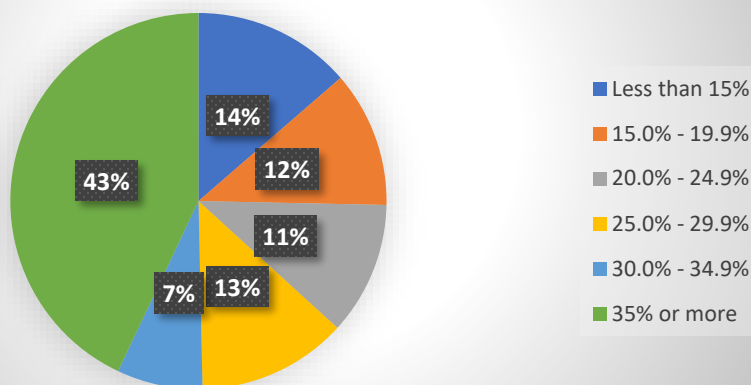
Monthly Owner Costs as a Percentage of Household Income



Non-Owner-Occupied Housing (Renters)

With a high student population and older housing stock, it is no surprise to public officials that the City has a higher percentage of non-owner-occupied housing (“renter-occupied”) than peer communities. Of the 10,842 occupied housing units in the community, 5,404 (49.8%) are renter-occupied. Based on data gathered from the U.S. Census, 50% of renter-occupied housing units pay over 30% of their household income towards rent.

Gross Rent as a Percentage of Household Income



Although this state-mandated report is well intended and affords municipalities the opportunity to review our internal fee structures and identify ways to reduce the cost of developing housing within the City, thereby reducing the cost shift from the developer to the new home owner. It would be deceiving if the author of this report would fail to point out the irony between §66.10013, §66.10014,

and §66.1015. §66.1015 of the Wis. Stats. outlining limitations (read: prohibiting) on a municipality's ability to enact inclusionary zoning. With a focus on §66.1015(3) specifically reading:

(3) Inclusionary zoning prohibited.

(a) In this subsection:

1. "Inclusionary zoning" means a zoning ordinance, as defined in s. [66.10015 \(1\)\(e\)](#), regulation, or policy that prescribes that a certain number or percentage of new or existing residential dwelling units in a land development be made available for rent or sale to an individual or family with a family income at or below a certain percentage of the median income.

2. "Median income" has the meaning given in s. [234.49 \(1\)\(g\)](#).

(b) No city, village, town, or county may enact, impose, or enforce an inclusionary zoning requirement.

Sadly, there is irony in requiring municipalities to write this report annually and identify ways to reduce our impact fees at the time of approval of a new subdivision by 20 percent – under the guise of 'Housing Affordability' – but prohibit local governments to require that new housing developments have *some* type of affordable housing. Arguably, one of the best ways to address local housing shortages is to allow the local municipality to regulate development of *some* affordable housing when working through a new development – not by solely relying on the market to drive this component.

Although the first round of reporting was required for permit year 2018, municipalities should be able to request some type of state-wide audit of this Housing Affordability Report to identify whether or not the reduction in impact fees and building permit fees actually impacted the final costs passed along to the new home buyers or whether or not the reduction in said fees was not passed along.

Housing Goals in the Comprehensive Plan

The City's most recently adopted Comprehensive Plan was approved in 2005. The existing Comprehensive Plan focuses on strengthening our neighborhoods, improving the housing stock, and furthering housing policy that promotes affordability, availability, and accessibility of units. Each of those development goals include specific policy items as outlined below:

Goal A. Allow for an adequate supply of housing to meet the needs of all citizens; a diverse housing stock exists across income levels and within neighborhoods.

Objective A1: Planning policies and development regulations should be flexible, and not impose unnecessarily rigid or strict residential environments, allowing for variation in housing type and density, and in the socio-economic composition of neighborhoods in all sections of the city.

Policy A1.1: Create zones where maximum lot sizes, smaller lots, and mixed uses would be considered as part of an overall design theme perhaps using Traditional Neighborhood Principles.

Policy A1.2: Promote the availability of adequate and affordable housing for the elderly, disabled, and low income.

Policy A1.3: Residential growth should be clustered, where appropriate, within walking or biking distance of everyday necessities, incorporate green space and other natural resources into its design, contain a diverse housing stock, be located near services, and less reliant on the automobile.

Policy A1.4: Mixed-Use Flexibility - To plan for “mixed-use” residential areas where appropriate, with guidance and participation by neighborhood residents and alderperson to assist the Planning Department in establishing specific neighborhood densities, zoning districts, and zoning boundaries.

Policy A1.5: Environmental Quality - To reject or require changes in residential development proposals which are determined to result in environmental problems such as groundwater or surface water pollution, destruction of scenic quality, adverse effects on shorelands or wetlands, creation of surface drainage problems, and loss of good farmland.

Objective A2: Infilling and Avoidance of Sprawl - To plan for and advocate the development and/or redevelopment of close-in parcels of land having some or all existing City services as a means of bringing available City lands on the market for residential expansion. As a general rule these lands will be less costly to develop than the extension of services to fringe lands.

Policy A2.1: To develop incentives for the owners of such lands to initiate developments.

Policy A2.2: To provide reasonable incentives to developers to develop such parcels where there is a confirmed fiscal benefit to the City.

Policy A2.3: Develop housing close to places of employment.

Policy A2.4: Reemphasize residential development at downtown locations in conjunction with retail and commercial development.

Goal B. Maintain or improve the quality and integrity of existing housing and neighborhoods. The result will be residential neighborhoods which are safe and pleasant, where property values are protected, and which are free from incompatible land uses and traffic volumes.

Objective B1: Housing is monitored and quality maintained through the strict enforcement of guidelines and codes

Policy B1.1: Review and update building maintenance and occupancy codes; enforce minimum housing standards throughout the City.

Policy B1.2: Enforce maintenance and occupancy codes to targeted neighborhoods and respond to housing maintenance concerns on a complaint-made basis.

Policy B1.3: Take action to address property maintenance and night-time noise complaints, surrounding college housing. Possible actions include targeted policing and neighborhood watch programs.

Policy B1.4: Apply codes relating to sidewalk maintenance and shoveling uniformly across the City.

Objective B2: Establish a subcommittee to evaluate costs and benefits of a design review process for multifamily projects approvals.

Objective B3: Maintain and expand housing owner and landlord rehabilitation loan programs.

Policy B3.1: Maintain and administer City Housing and Community Development Authority Housing rehabilitation programs.

Policy B3.2: Apply for additional City housing rehabilitation funding through Community Development Block Grant and other programs.

Policy B3.3: Assist renters to become homeowners with down payment assistance, training, rehabilitation costs and others as needed.

Policy B3.4: Coordinate City housing programs with CAP Services Inc. housing programs to maximize leverage of additional funds.

Policy B3.5: Support the expansion and continuation of CAP Services Inc. housing rehabilitation programs.

Policy B3.6: Provide assistance to the Stevens Point Area Senior High School, Habitat for Humanities, or other appropriate new house construction program by assisting with financing, lot purchase, or other assistance.

Policy B3.7: Apply public housing programs in a manner that does not result in the over-concentration of low-income persons or a single ethnic group in a single area.

Objective B4: Older homes are preserved through incentives that are offered to those who revitalize and maintain existing housing within the urban area.

Policy B4.1: Allow for the reasonable remodeling and expansion of those older homes and garages to modern standards while at the same time protecting the rights of privacy and enjoyment of open space of neighbors.

Policy B4.2: Create a working group to study the impact of current setback requirements on older neighborhoods and to amend those codes as necessary.

Policy B4.3: Identify existing homes that are in such poor condition that they should be demolished and the lots made available for new housing.

Goal C. Plan for an adequate supply of land for residential development which allows choices between different types of residential environments.

Objective C1: The City works to identify and preserve areas for future city growth.

Policy C1.1: Work with neighboring towns to identify and preserve areas for future city growth.

Policy C1.2: Maintain an adequate supply of land for residential development.

Policy C1.3: Avoid residential sprawl outward along Highways 10 and 66 through use of available City powers including extraterritorial plat review.

Policy C1.4: Compliance With Development Standards - review all subdivision plats and lot splits to assure that all City residential development standards are met and to insure that each subdivision is planned to interrelate well with surrounding development, existing or future.

Policy C1.5: Encourage housing projects which have a net positive tax impact to the City.

Policy C1.6: Neighborhood design enhances community character.

Objective C2: Growth boundaries are established and maintained in the urban area to assist zoning in regulating and managing outward growth and protecting undeveloped land.

Policy C2.1: Local units of government work together to develop creative ways to plan for and share the benefits of growth across municipal boundaries.

Policy C2.2: Develop an educational program for municipal boards and the public related to housing issues.

Objective C3: Payment for Development Costs - require developers to provide required public services as determined by Council, and provide arrangements for payment of that portion of development costs before such developments receive final approval by the City.

Policy C3.1: Investigate strategies to reimburse the City for the costs of new development.

Meeting the Housing Goals of the Comprehensive Plan

The most recent City of Stevens Point Comprehensive Plan contains several goals relating to housing affordability and meeting demand for households of all income levels. Notable policies to reduce cost of fees and infrastructure include encouraging infill development, revising regulation to allow higher-density housing types, and prioritizing redevelopment, mixed-used, and housing rehabilitation within the City.

There are policies within the plan that are aimed at marketing assistance programs to homeowners for rehabilitation, especially lower-income households, as well as directly analyzing locations for likely new workforce housing development. Importantly, the plan recognizes the necessary collaboration with adjacent municipalities. Partnership is necessary to ensure flexibility in the ability to provide a range of housing choices and locations for residents of the region.

As outlined earlier, much of the lack of greenfield development is partly due to development constraints that limit the City's possibilities for expansion, such as growth boundaries, utility expansion, and natural challenges such as prevalence of both wetland and bedrock in locations that would otherwise support development.

Residential Activity & Fees Collected

Consistent with §66.10013(2)(a) and (b) of the Housing Affordability Report requirements, in 2021 the City approved the following plats, permits, and maps for residential development:

Table 1: Residential Activity, 2020\1

Fees Collected - 2020	Projects	Total Fees	Avg. Fee per Project	Avg. Project Cost
New Single Family Residential	5	\$3,939.62	\$787.92	\$154,246.00
New Duplex(s)	3	\$4,545.00	\$1,515.00	\$350,000.00
New Multi-Family	0	-	-	-
Addition	10	\$1,858.60	\$185.86	\$43,590.00
Alteration	423	\$33,293.71	\$78.71	\$6,485.66
Demolition	11	\$950.00	\$86.36	\$5,818.27
New (Deck, Driveway, etc.)	192	\$12,866.59	\$67.01	\$7,428.16
Replacements	509	\$26,225.00	\$51.52	\$6,783.98
Unclassified	15	\$1,642.32	\$109.49	\$17,474.67
TOTAL	1168	\$85,320.84		

Table 2: Residential Units Created, 2021

Type	Residential Units Created
Subdivision Plat	0
Certified Survey Maps	9
Condo Plats	0
Single-Family Permits	5
Two-Family Permits	6
Multifamily Permits	0

Table 3: Residential Permits, 2021

Type	Residential Permits
Subdivision Plats	0
Certified Survey Maps	0
Condo Plats	0
New Unit Building Permits	8
Alteration Permits	423
Addition Permits	10

Permits issued and units created in 2021 represent all residential activity in the City. Consistent with previous years, there is significantly more activity with alterations and additions as opposed to creation of new units of housing. This also indicates that homeowners within the City of Stevens Point are working to maintain their properties, and could also be considered that property owners within the City are living within their financial means. This provides for a more resilient community during economic uncertainties.

Of note in meeting affordability and upkeep/maintenance goals that improve the condition of existing housing stock, it is worth reiterating that 97% of all permits were issued for additions and alterations. Considering the general homeownership affordability in the City, as well as the number and percentage of improvement-related fees, owners appear to be spending significant amounts of capital in increasing the condition of homes.

For new construction, the average new home project cost for single-family residential in 2021 was nearly \$155,000 per unit. The aforementioned figure indicates that while there is a small market for new construction, these homes are targeted to higher-income households. This is consistent with the known gap in housing availability, and higher-priced new construction lifts pressure and burden on lower-cost housing options for lower income households - especially under consideration of stagnant or slightly decreasing housing demand in the City.

Financial Impact of Fees on Development

City fees for new development are modeled below to illustrate impact on a hypothetical subdivision. For purposes of this illustration, these fees demonstrate cost for a development of 30 single family units and 16 duplex units, all 3-bedroom units. Size of units is assumed to be 2,500 square feet for single-family units and 1,500 square feet for duplex units. On a per-unit basis, the average estimated City fee is \$1,515.96.

Fee	Amount	Unit	QTY	Total
Park Improvement Fees and Fee in Lieu of Land - Single family	\$300.00	Dwelling Unit	30	\$9,000.00
Park Improvement Fees and Fee in Lieu of Land - Duplex	\$250.00	Dwelling Unit	16	\$4,000.00
New Residential Building Plan Review (1 and 2 family)	\$0.02	SF (min \$40)	99,000	\$1,980.00
New Residential Electrical Review	\$0.01	SF (min \$40)	99,000	\$990.00

New Residential HVAC Review	\$0.01	SF (min \$40)	99,000	\$990.00
New Residential Plumbing Review	\$0.01	SF (min \$40)	99,000	\$990.00
New Residential Zoning Review	\$0.02	SF (min \$200)	99,000	\$1,980.00
New Residential Building Inspection	\$0.10	SF (min \$200)	99,000	\$9,900.00
New Residential Electrical Inspection	\$0.10	SF (min \$200)	99,000	\$9,900.00
New Residential HVAC Inspection	\$0.10	SF (min \$200)	99,000	\$9,900.00
New Residential Plumbing Inspection	\$0.10	SF (min \$200)	99,000	\$9,900.00
New Residential Zoning Inspection	\$0.06	SF (min \$200)	99,000	\$5,940.00
Wisconsin Uniform Building Permit Seal	\$43.00	Building Permit	38	\$1,634.00
Temporary Electric Permit	\$50.00	Each Structure	38	\$1,900.00
Preliminary Plat	\$300.00	Application	1	\$300.00
Preliminary Plat	\$10.00	Lot	37	\$370.00
Final Plat	\$50.00	Application	1	\$50.00
Total				\$1,515.74/unit
				\$69,724.00

Analysis of Development Regulations

Regulation

Residential development within the City of Stevens Point is generally consistent, predictable, and effective across different zoning districts. The City updated fee tables in 2018 to increase transparency of development and addition/alteration, and offer straightforward calculations to estimate impact. The City Plan Commission meets monthly to review and discuss development proposals. In addition, the City Code of Ordinances is complete in zoning and development requirements – creating uniformity in consistency and expectation for developers who are proposing new construction or alteration/rehab within the City.

There are sections and Districts within the current ordinance that are prohibitive to new housing construction, especially of specific unit types for infill and small-lot development. Both the Zoning and Subdivision ordinance are scheduled for revision to include permitted housing types including ADUs, tiny houses, cluster subdivisions, cottage clusters, etc. which are expected to increase diversity of development and redevelopment possibility.

The Subdivision Ordinance creates additional requirements in platting and survey maps, consistent with Chapter 36 of the Wisconsin State Statutes. The ordinance also creates consistency with the City's Comprehensive Plan, requiring public dedication and improvements in order for final subdivision plats and maps to be granted.

Costs of improvements and dedications are funded through unit sales and rent revenue, and are generally passed on to consumers which impacts affordability of development in the City. However, in 2021 the degree of new unit development is reflective of the need for rehabilitation and redevelopment across many districts. Generally, the City's land use regulations are not considered overly burdensome to the development of housing within the community.

Land Costs

Land costs are directly impacted by land use regulations, and are passed onto development through regulatory requirements of individuals districts. Due to the necessary costs associated with fees to promote health, safety, and welfare of residents, the largest potential for reducing time and cost of development is through regulations associated with land cost. However, due to the nature of the housing market affordability of rehabilitation as opposed to new construction, the amount of impact is limited. The City of Stevens Point Community Development Department does not believe that it is the responsibility nor the role of the City to reduce land costs for the development of a greenfield subdivision. Developers take on specific risks when developing greenfield subdivision, and the land regulations regulated through the City's Zoning and Subdivision Code are specifically written for a purpose. As an example, the [2018 Housing Affordability Report](#) written by MSA Consulting encourages the City to consider reducing the minimum square footage requirements for the Residential-Low Density developments. Currently the required size is 2.0 acres. The intention of this district is established to provide for low density residential land usage and accessory uses particularly in fringe areas of the City to reduce the need for and cost of public services such as sewer and water, or to be applied in those areas of the City where natural environmental conditions present physical development problems such as from high ground water, bedrock, clay soils, etc. A further purpose is to help preserve the open space and natural scenic and ecological qualities in special areas such as along shorelines, wetlands, bluffs, community parks or other areas identified by the Plan Commission and otherwise consistent with the City's Comprehensive Plan. If the City were to reduce the size of the minimum square footage required, we would actively be working against our own zoning code.

If a developer wanted to do smaller lots and a lesser footprint than typically allowed, City staff would encourage the developer to pursue a Planned Development District. A Planned Development is a zoning district that allows for deviation from the standards of this zoning ordinance in exchange for higher quality development. This could include higher density wherein higher density may not be allowed or if a developer intended to develop a residential project outside of a typical subdivision (tiny homes, cottage development, etc). This is the most effective way to reduce overall costs to develop a residential project in the City by 20 percent. The City could reduce the time required for review to get a Planned Development District in place by offering a more streamlined process that could eliminate the public hearing component if the development is smaller than a certain number of acres or parcels. Additionally, the City could remove the conceptual review process for Planned Development Districts before going through the approval process.

Undeveloped Parcels Permitted for Residential Use

Per §66.10013(2)(c) and (d) of the Housing Affordability Report, a list and map of undeveloped parcels in the municipality that are zoned for residential development and a list of all undeveloped parcels in the municipality that are suitable for, but not zoned for residential development, are found at the end this document.

Zoning regulations for development within the City of Stevens Point are regulated within [Chapter 23](#) of the Revised Municipal Code.

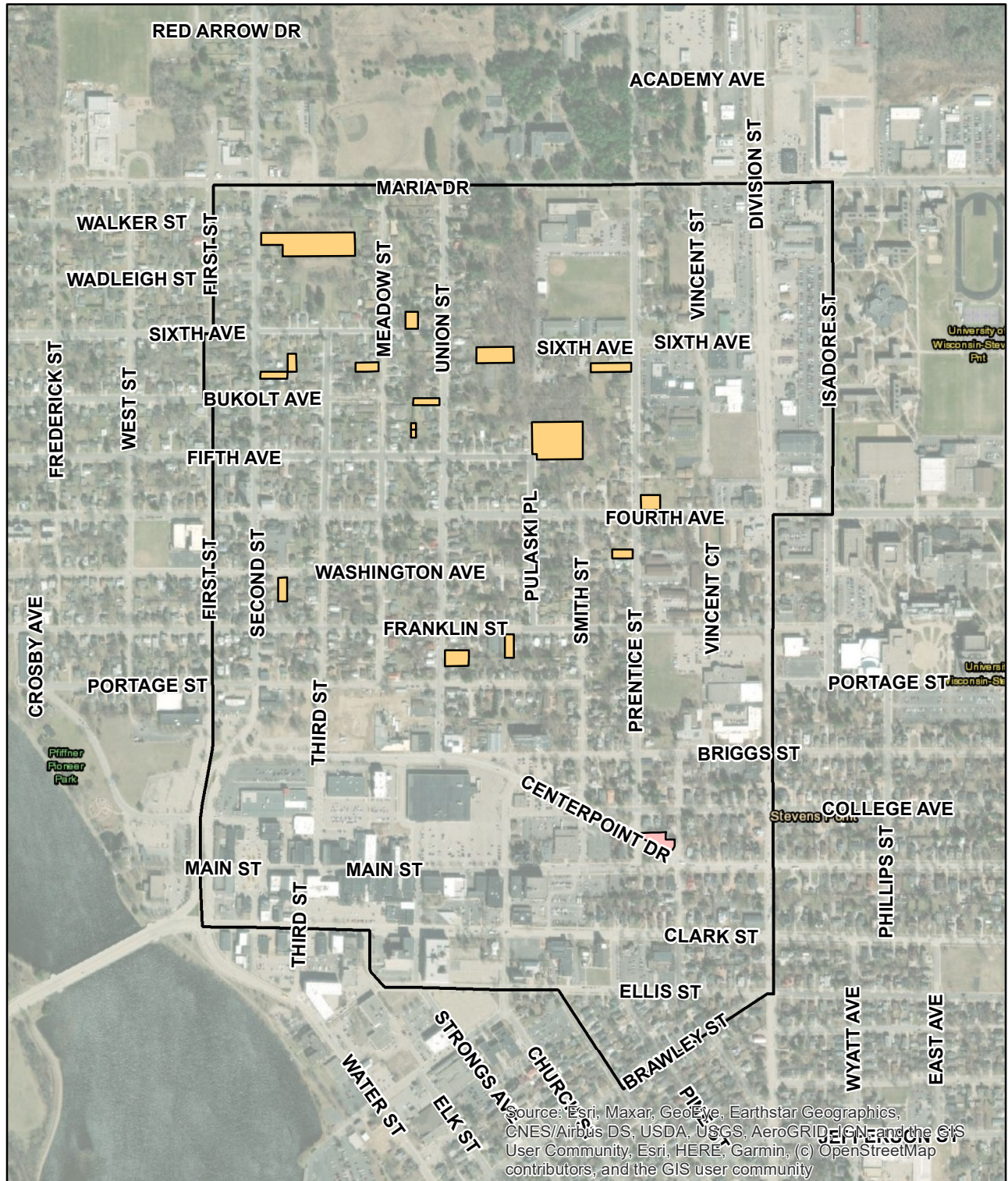
Subdivision regulation for development within the City of Stevens Point are regulated within [Chapter 20](#) of the Revised Municipal Code.

Plan Review and Building Permit Fees for development within the City of Stevens Point are outlined in the [Fee Schedule](#) of the Community Development Department.

Developers and Builders are strongly advised to reach out to [Community Development Staff](#) before making offers to purchase on any land for residential development.

This regulatory document was reviewed by the City Plan Commission on January 4, 2021 and reviewed by the Common Council of the City of Stevens Point on January 18, 2021. It was published on the City's website prior to the January 31, 2021 deadline.

Undeveloped Land Zoned for Residential Development District #1



Zoning District



R3



Aldermanic District #1

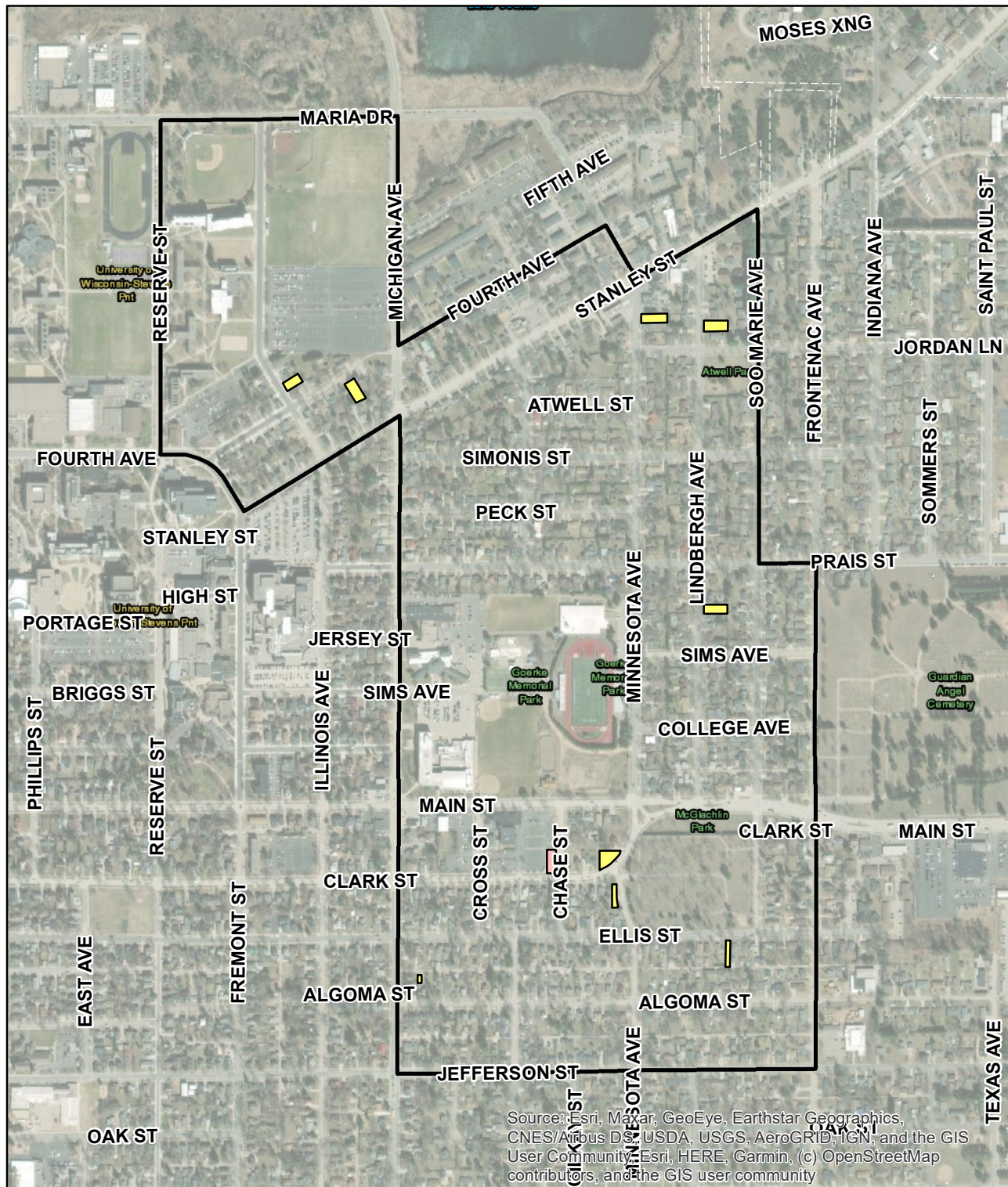


R5

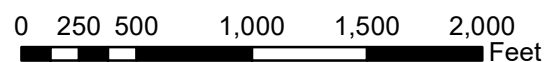
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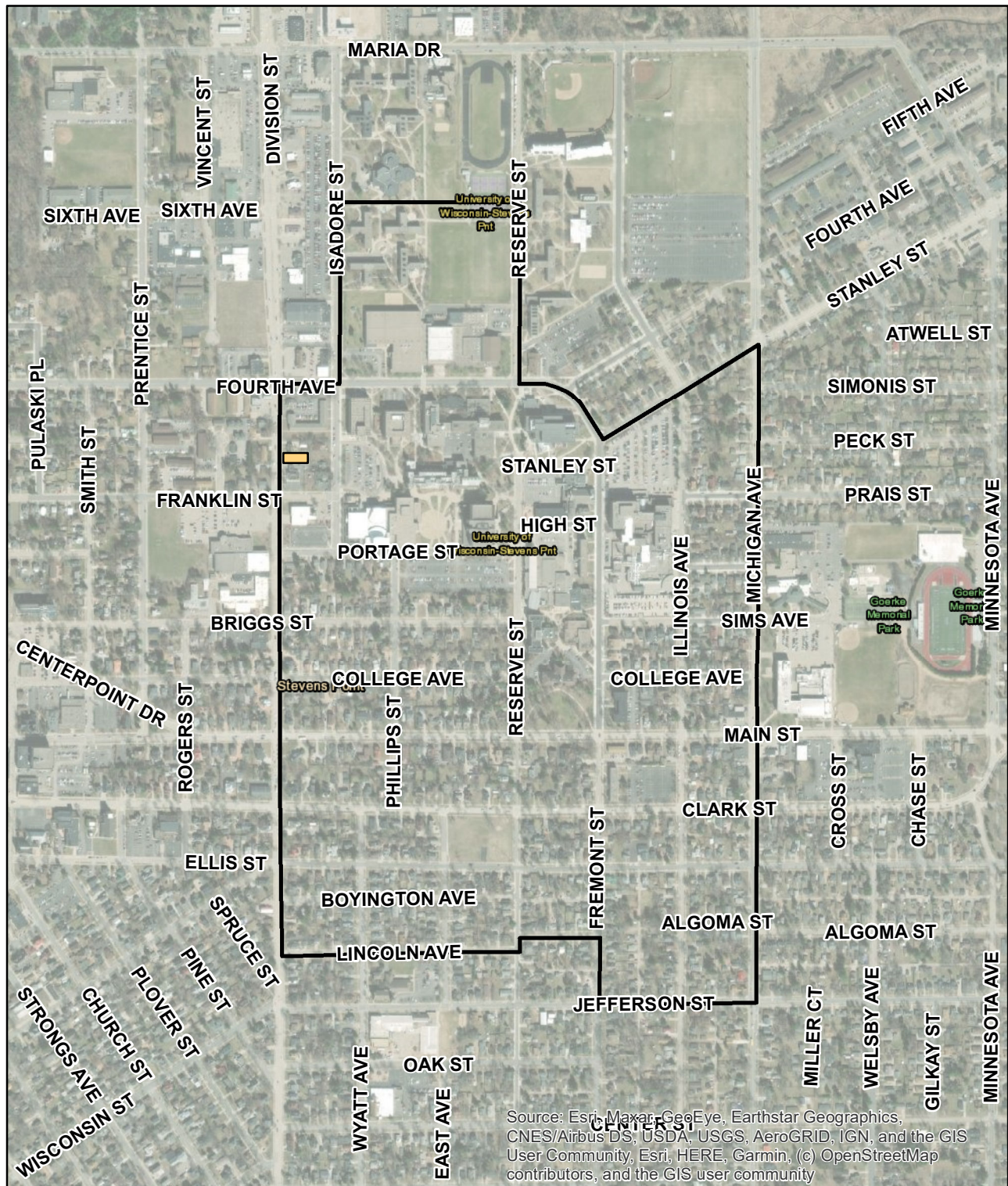
Undeveloped Land Zoned for Residential Development District #2



Zoning District



Undeveloped Land Zoned for Residential Development District #3



Zoning District



R3

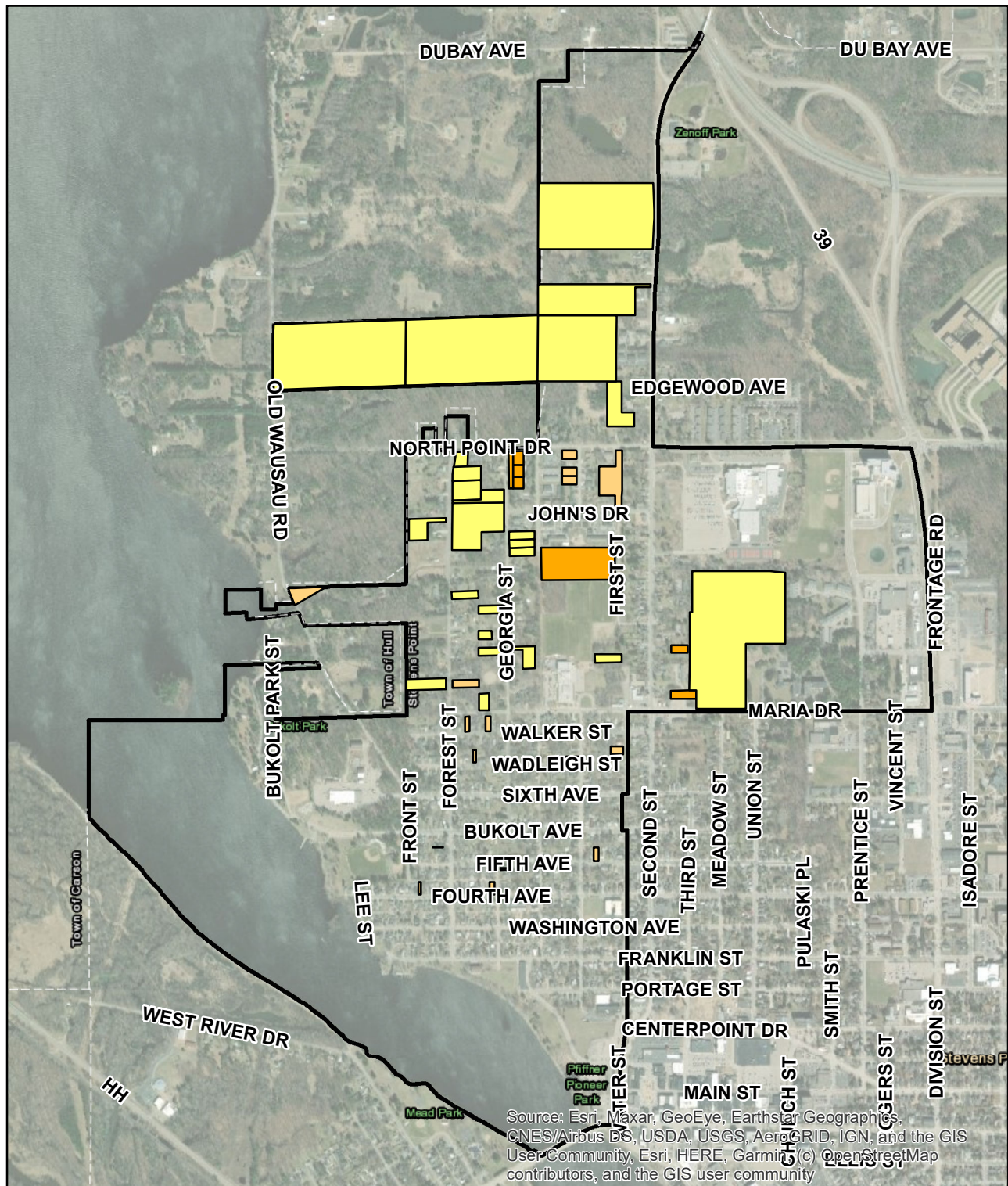


Aldermanic District #3

0 250 500 1,000 1,500 2,000 Feet



Undeveloped Land Zoned for Residential Development District #4



Zoning District

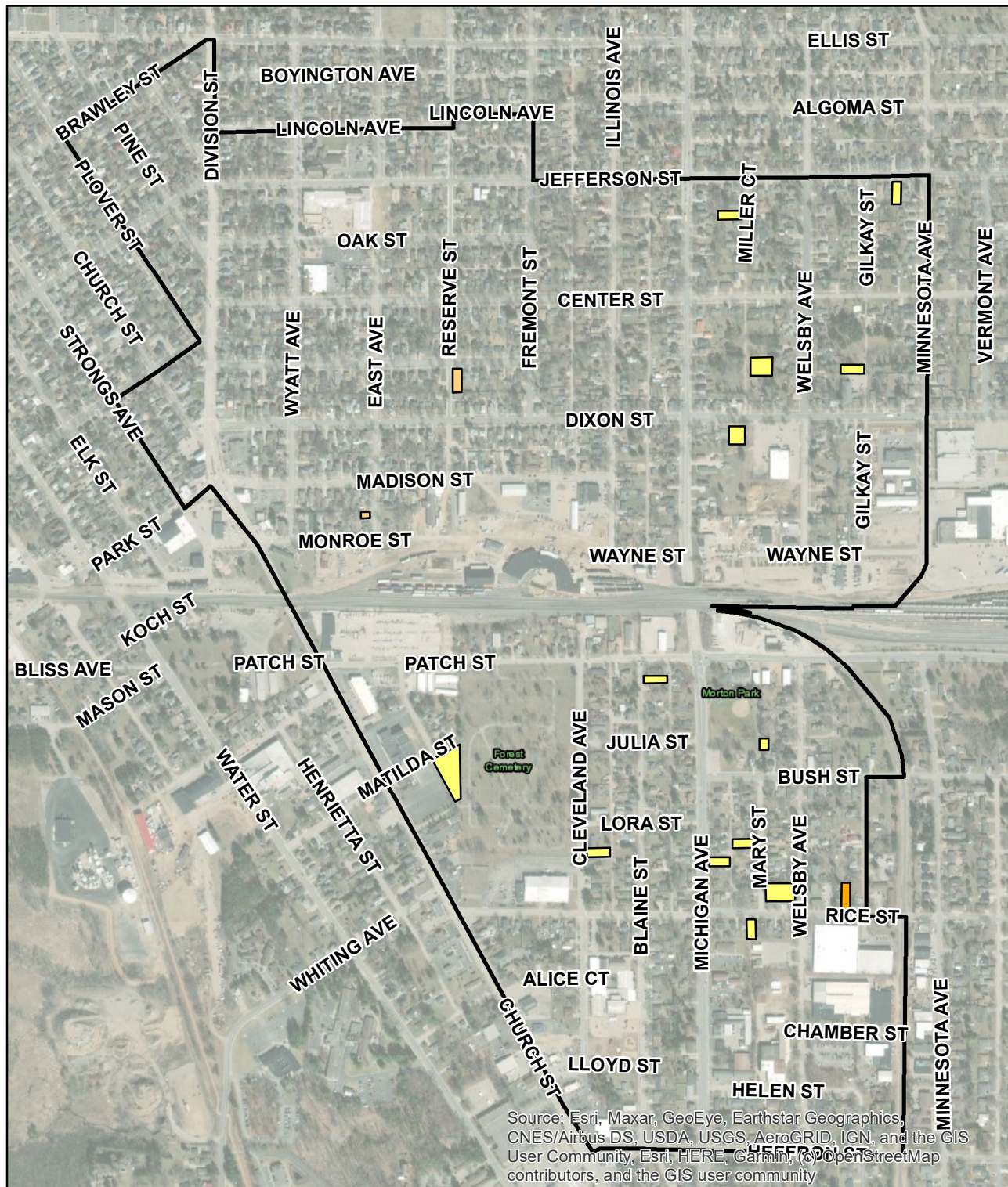
- R2
- R3
- R4

Aldermanic District #4

0 450 900 1,800 2,700 3,600 Feet



Undeveloped Land Zoned for Residential Development District #5



Zoning District



R2

R3

R4

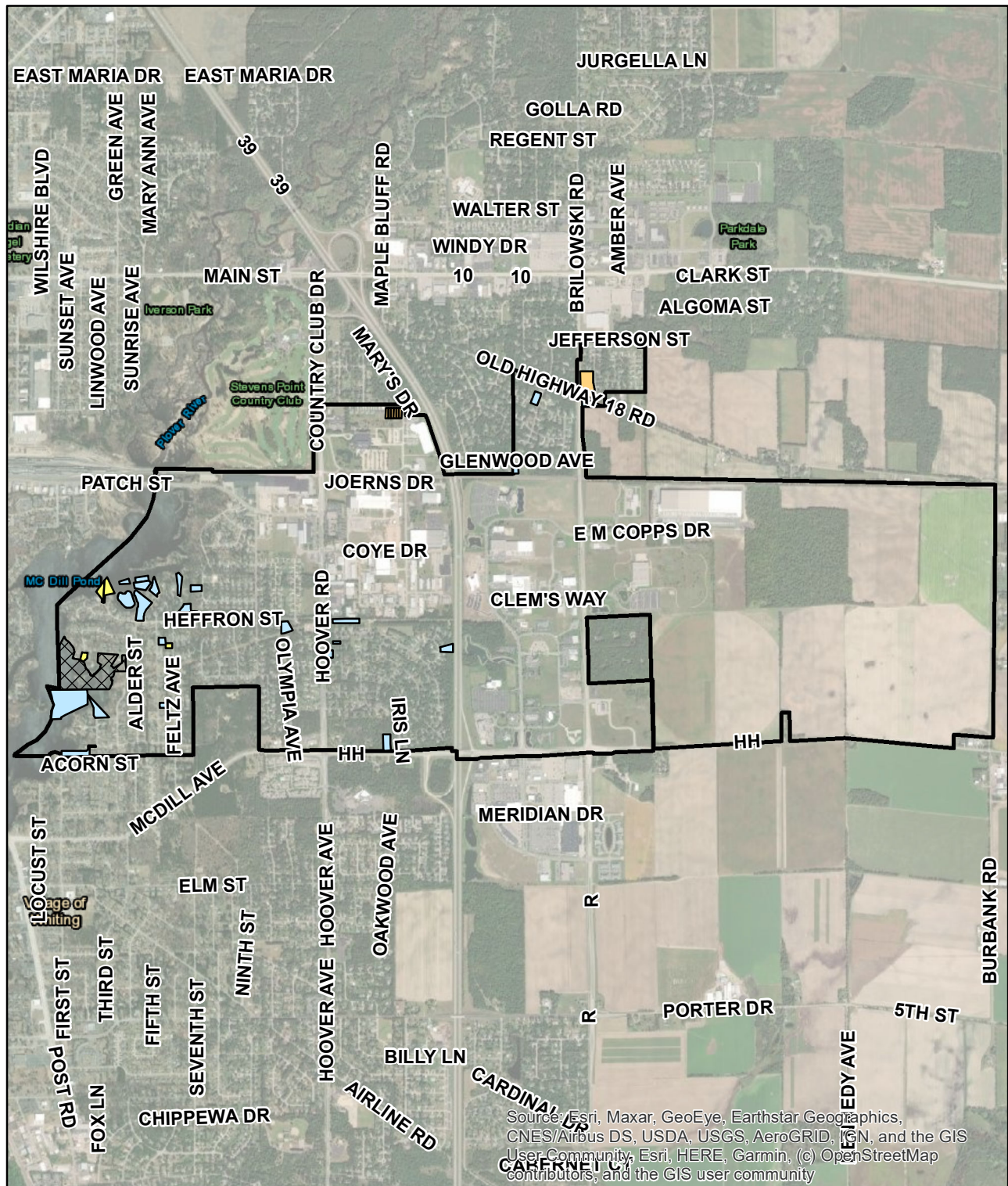


Aldermanic District #5

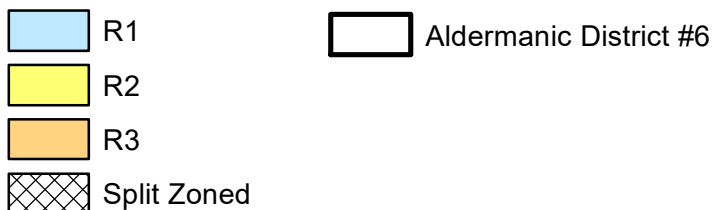
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Undeveloped Land Zoned for Residential Development District #6



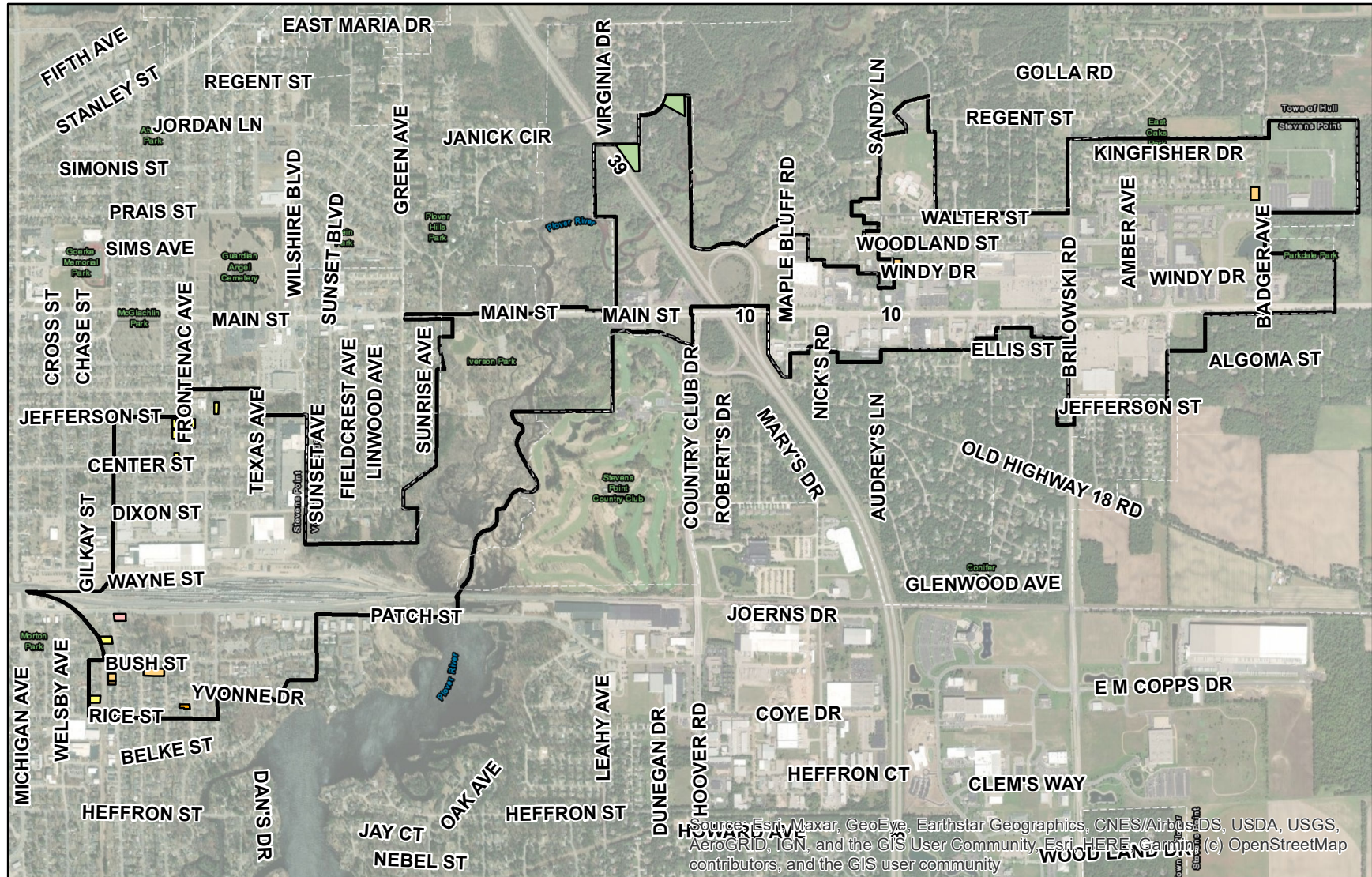
Zoning District



0 900 1,800 3,600 5,400 7,200 Feet



Undeveloped Land Zoned for Residential Development District #7



Zoning District

 R3

☐ Aldermanic District #7

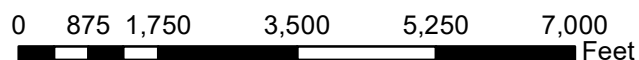
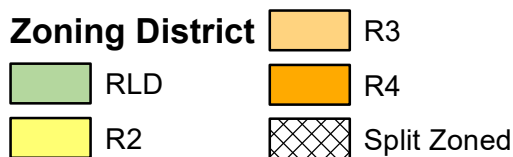
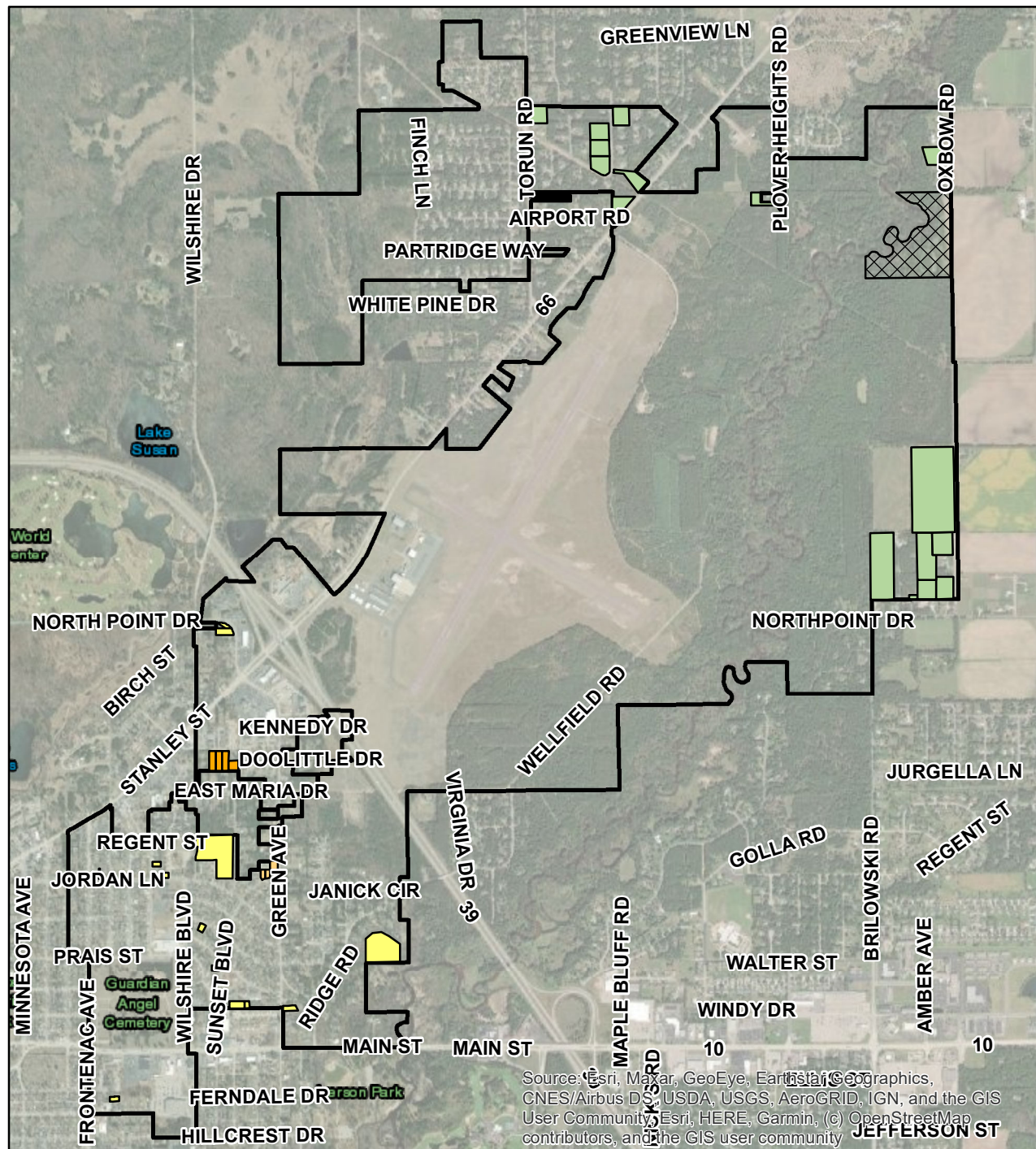
RLD

 R4 R2

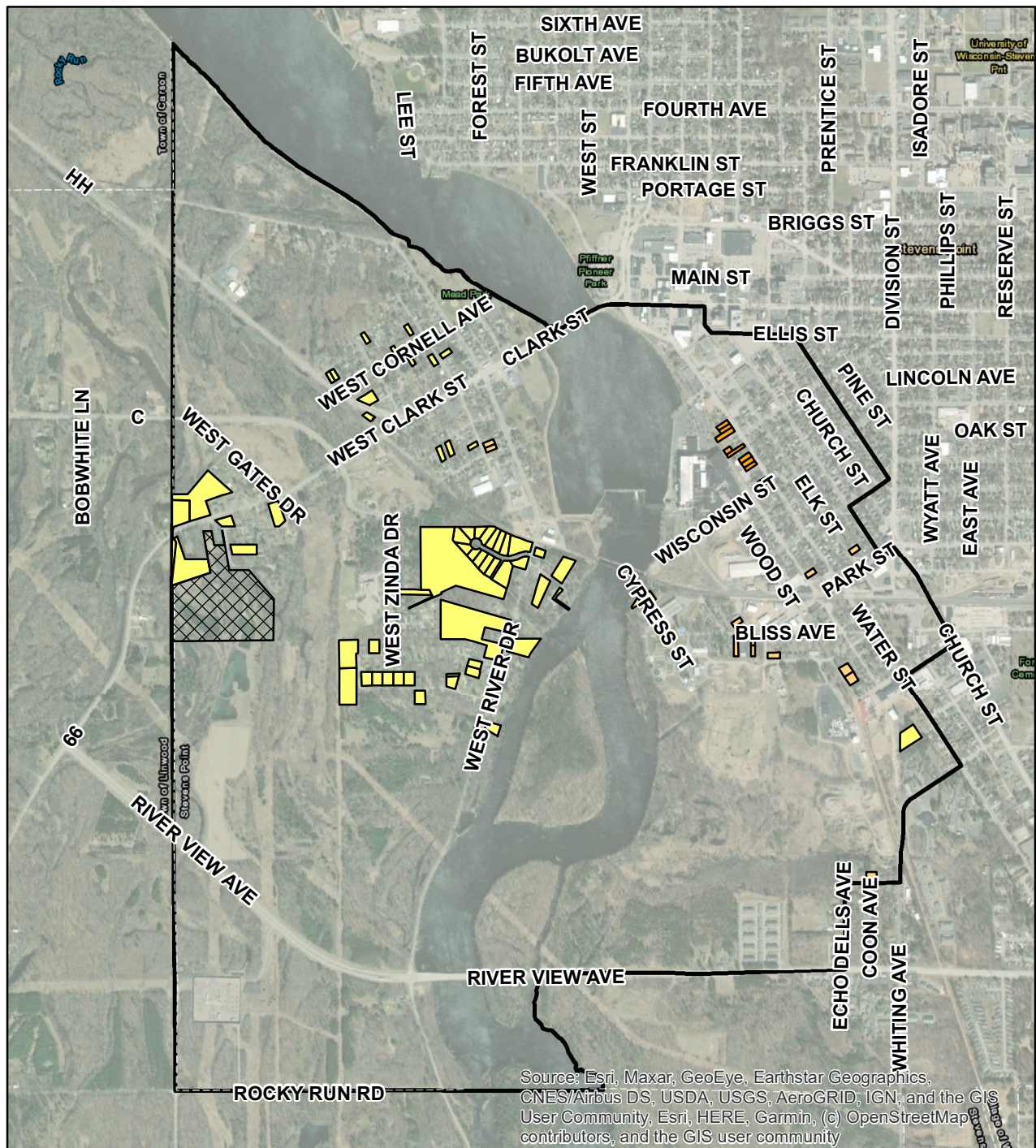
 R5



Undeveloped Land Zoned for Residential Development District #8



Undeveloped Land Zoned for Residential Development District #9



Zoning District



R2



R3



R4



Split Zoned

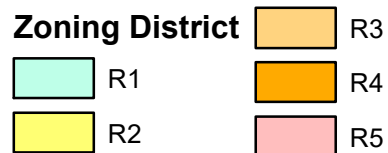
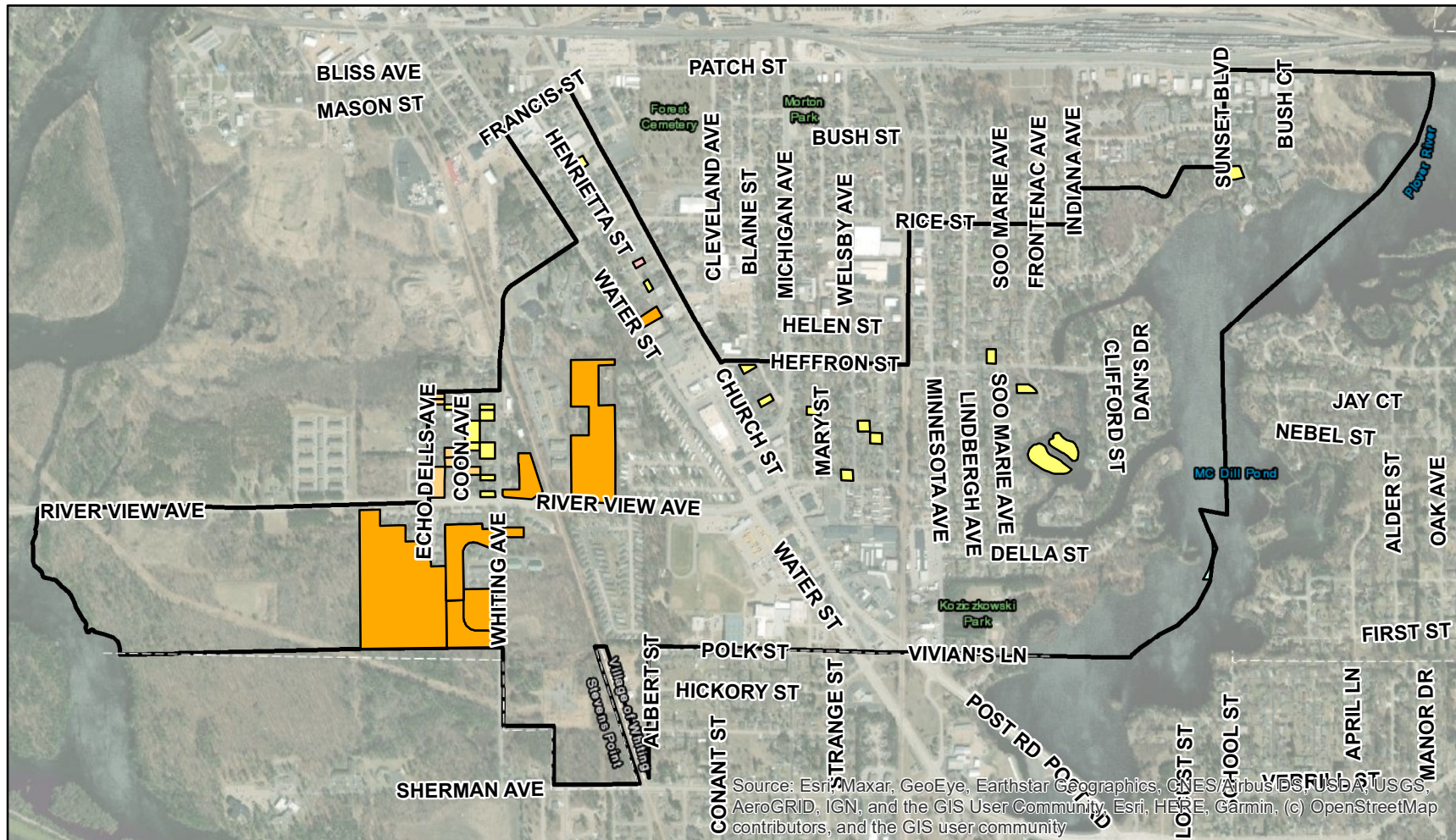


Aldermanic District #9

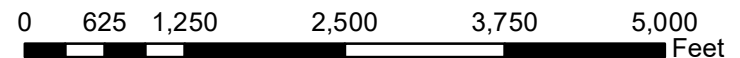
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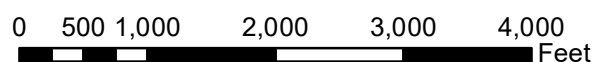
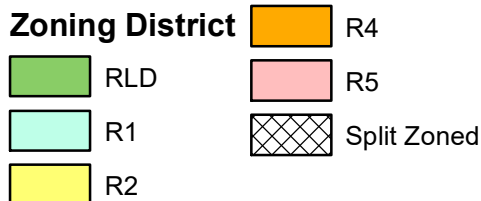
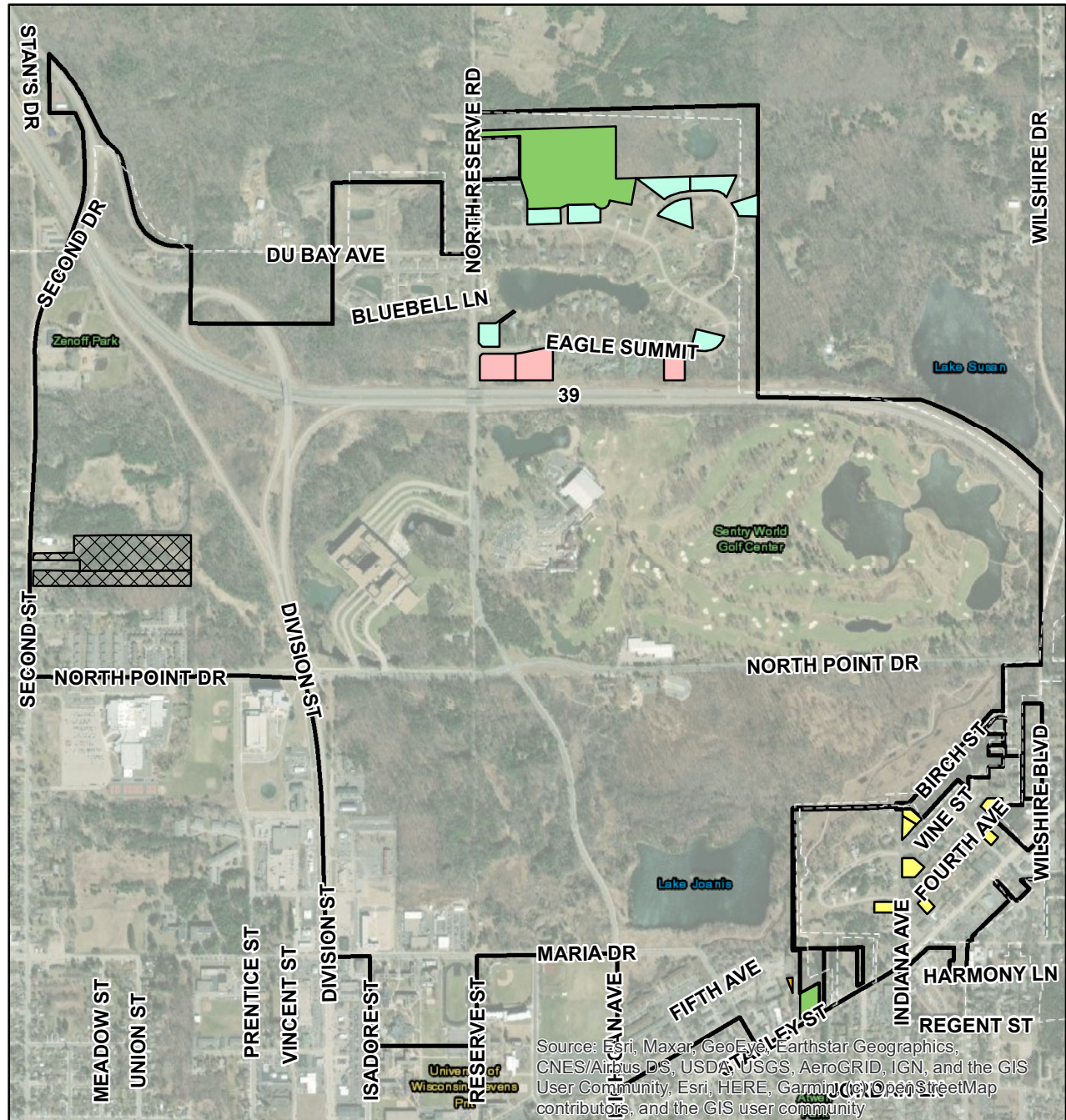
Undeveloped Land Zoned for Residential Development District #10



 Aldermanic District #10



Undeveloped Land Zoned for Residential Development District #11



PIN	Site Address	Zone
281230801300001	5640 CARRIE FROST DR STEVENS POINT WI 54482	B4
281240836220053	0 SONGBIRD LN STEVENS POINT WI 54482	B5
281240820140137	1917 BLUEBELL LN STEVENS POINT WI 54482	PD
281240820140138	1919 BLUEBELL LN STEVENS POINT WI 54482	PD
281240820140139	1925 BLUEBELL LN STEVENS POINT WI 54482	PD
281240820140140	1927 BLUEBELL LN STEVENS POINT WI 54482	PD
281240820140141	1933 BLUEBELL LN STEVENS POINT WI 54482	PD
281240820140142	1935 BLUEBELL LN STEVENS POINT WI 54482	PD
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281240830402427		PD
281240830402426		PD
281240830402425		PD
281240830402424		PD
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281240830402412		PD
281240830402411		PD
281240830402410		PD
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281230803310709	0 OAK AVE STEVENS POINT WI 54481	R1
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281230803130057	0 HEFFRON ST STEVENS POINT WI 54481	R1
281230803330120	0 BONNIE BAY RD STEVENS POINT WI 54481	R1
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281230803330128		R1
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281240834201110		R2
281240834201109		R2
281240831400407	0 WEST KARNER ST STEVENS POINT WI 54481	R2
281240831400424	0 WEST PEARL ST STEVENS POINT WI 54481	R2
281240831400405	0 WEST KARNER ST STEVENS POINT WI 54481	R2
281240831100505	0 COUNTY ROAD HH STEVENS POINT WI 54481	R2
281240831100409	0 WEST WILSON AVE STEVENS POINT WI 54481	R2
281240831100307	0 WEST HARDING AVE STEVENS POINT WI 54481	R2
281240831100306	549 WEST HARDING AVE STEVENS POINT WI 54481	R2
281240831100705	0 WEST CORNELL AVE STEVENS POINT WI 54481	R2
281240831101005	0 WEST PEARL ST STEVENS POINT WI 54481	R2
281240831100817	0 WEST CORNELL AVE STEVENS POINT WI 54481	R2
281240831100910	0 WEST HARDING AVE STEVENS POINT WI 54481	R2
281240831100802	0 WEST HARDING AVE STEVENS POINT WI 54481	R2
281240831100724	0 WEST WILSON AVE STEVENS POINT WI 54481	R2
281240831100307	0 WEST HARDING AVE STEVENS POINT WI 54481	R2
281240831100306	549 WEST HARDING AVE STEVENS POINT WI 54481	R2
281240828100519	0 VINE ST	R2
281230805420402	0 COON AVE STEVENS POINT WI 54481	R3
281230805420708	0 ECHO DELLS AVE STEVENS POINT WI 54481	R3
281230805420702		R3
281230805420109	0 HOWARD AVE STEVENS POINT WI 54481	R3
281230805100703	0 MASON ST STEVENS POINT WI 54481	R3
281230805200004	0 BLISS AVE STEVENS POINT WI 54481	R3
281240832300907	0 TAMARAC ST STEVENS POINT WI 54481	R3
281240832300303	0 CYPRESS ST STEVENS POINT WI 54481	R3
281240832300403	0 CYPRESS ST STEVENS POINT WI 54481	R3
281240832402307	2157 PRAIRIE ST STEVENS POINT WI 54481	R3
281230805420304	0 ECHO DELLS AVE STEVENS POINT WI 54481	R3
281230805420523	0 COON AVE STEVENS POINT WI 54481	R3
281230805420522	0 COON AVE STEVENS POINT WI 54481	R3
281230805100714	0 PRAIRIE ST STEVENS POINT WI 54481	R3
281230805200022	0 MASON ST STEVENS POINT WI 54481	R3
281230805200005	0 BLISS AVE STEVENS POINT WI 54481	R3
281230805200009	517 BLISS AVE STEVENS POINT WI 54481	R3
281240832402508	2157 ELK ST STEVENS POINT WI 54481	R3
281240832403616	0 EAST AVE STEVENS POINT WI 54481	R3
281240833300907	0 McCULLOCH ST STEVENS POINT WI 54481	R3
281230804202504	0 MINNESOTA AVE STEVENS POINT WI 54481	R3
281230804202503	0 MINNESOTA AVE STEVENS POINT WI 54481	R3
281230804100803	0 SOO MARIE AVE STEVENS POINT WI 54481	R3
281240830400921	0 FOURTH AVE STEVENS POINT WI 54481	R3
281240830401511	0 WADLEIGH ST STEVENS POINT WI 54481	R3
281240830100243	0 FOREST N ST STEVENS POINT WI 54481	R3
281240830400714	0 FIFTH AVE STEVENS POINT WI 54481	R3

281240830400207	0 WALKER ST STEVENS POINT WI 54481	R3
281240830100406	0 OLD WAUSAU RD STEVENS POINT WI 54481	R3
281240830401915	0 FOURTH AVE STEVENS POINT WI 54481	R3
281240830402504		R3
281240829301913	0 FIFTH AVE STEVENS POINT WI 54481	R3
281240829303608	0 SECOND ST STEVENS POINT WI 54481	R3
281240829300220	0 SIXTH AVE STEVENS POINT WI 54481	R3
281240829300714	0 WEST ST STEVENS POINT WI 54481	R3
281240829303203	0 WASHINGTON AVE STEVENS POINT WI 54481	R3
281240829303711	0 MEADOW ST STEVENS POINT WI 54481	R3
281240829303614	0 THIRD ST STEVENS POINT WI 54481	R3
281240829302214	0 FIRST ST STEVENS POINT WI 54481	R3
281240829300340	0 SECOND ST STEVENS POINT WI 54481	R3
281240829304407	0 FRANKLIN ST STEVENS POINT WI 54481	R3
281240829400818	0 PRENTICE ST STEVENS POINT WI 54481	R3
281240829401040	0 PRENTICE ST STEVENS POINT WI 54481	R3
281240829304810	0 FIFTH AVE STEVENS POINT WI 54481	R3
281240829400624	0 PRENTICE ST STEVENS POINT WI 54481	R3
281240829300132	0 UNION ST STEVENS POINT WI 54481	R3
281240829304413	917 UNION ST STEVENS POINT WI 54481	R3
281240829401306	0 DIVISION ST STEVENS POINT WI 54481	R3
281240829304809	0 MEADOW ST STEVENS POINT WI 54481	R3
281240829400627	0 PULASKI PL STEVENS POINT WI 54481	R3
281240829304818	0 UNION ST STEVENS POINT WI 54481	R3
281240830400203	0 WALKER ST STEVENS POINT WI 54481	R3
281240829220033	0 WEST N ST STEVENS POINT WI 54481	R3
281240829220032	424 WEST N ST STEVENS POINT WI 54481	R3
281240829220030	0 NORTH POINT DR STEVENS POINT WI 54481	R3
281240829220047	0 NORTH POINT DR STEVENS POINT WI 54481	R3
281240827300424	0 SUNSET BLVD STEVENS POINT WI 54481	R3
281240827300423	332 SUNSET BLVD STEVENS POINT WI 54481	R3
281240827300420	400 GREEN AVE STEVENS POINT WI 54481	R3
281240835300044	5301 CAROL'S LN STEVENS POINT WI 54481	R3
281240835300045	5303 CAROL'S LN STEVENS POINT WI 54481	R3
281240835300046	5309 CAROL'S LN STEVENS POINT WI 54481	R3
281240835300047	5311 CAROL'S LN STEVENS POINT WI 54481	R3
281240835300048	5317 CAROL'S LN STEVENS POINT WI 54481	R3
281240835300049	5319 CAROL'S LN STEVENS POINT WI 54481	R3
281240836320105	0 SCHILLER DR STEVENS POINT WI 54482	R3
281240836320146	0 JEFFERSON ST STEVENS POINT WI 54482	R3
281240825340115	0 SANDPIPER DR STEVENS POINT WI 54482	R3
281240835120147	5416 WINDY DR STEVENS POINT WI 54482	R3
281240831400207	0 WEST PEARL ST STEVENS POINT WI 54481	R3
281240831400206	0 WEST PEARL ST STEVENS POINT WI 54481	R3
281230805400116	3332 WHITING AVE STEVENS POINT WI 54481	R4
281240832300218	924 WISCONSIN ST STEVENS POINT WI 54481	R4
281240832300224	1740 WATER ST STEVENS POINT WI 54481	R4
281240832300226	1732 WATER ST STEVENS POINT WI 54481	R4
281240832300227	1724 WATER ST STEVENS POINT WI 54481	R4
281240832300230	0 WATER ST STEVENS POINT WI 54481	R4
281240832300236	1552 WATER ST STEVENS POINT WI 54481	R4
281240832300237	1544 WATER ST STEVENS POINT WI 54481	R4
281230805400154	0 WHITING AVE STEVENS POINT WI 54481	R4
281230805430043	0 RIVER VIEW AVE STEVENS POINT WI 54481	R4
281230805410022	0 WHITING AVE STEVENS POINT WI 54481	R4
281240832300219	0 WATER ST STEVENS POINT WI 54481	R4
281240832300229	1708 WATER ST STEVENS POINT WI 54481	R4
281240832300234	1560 WATER ST STEVENS POINT WI 54481	R4
281230805400146	0 WHITING AVE STEVENS POINT WI 54481	R4
281230805400147	0 WHITING AVE STEVENS POINT WI 54481	R4
281230805440023		R4
281230805410003	0 WATER ST STEVENS POINT WI 54481	R4

281230804200835	0 WATER ST STEVENS POINT WI 54481	R4
281230804100921	0 FRONTENAC AVE STEVENS POINT WI 54481	R4
281230804202321	0 RICE ST STEVENS POINT WI 54481	R4
281240829240028	0 SECOND N ST STEVENS POINT WI 54481	R4
281240829220004	0 FREDERICK N ST STEVENS POINT WI 54481	R4
281240830100131	0 GEORGIA ST NORTH STEVENS POINT WI 54481	R4
281240830100132	0 NORTH POINT DR STEVENS POINT WI 54481	R4
281240829240021	0 MARIA DR STEVENS POINT WI 54481	R4
281240830100142	0 GEORGIA ST NORTH STEVENS POINT WI 54481	R4
281240830100140	0 GEORGIA ST NORTH STEVENS POINT WI 54481	R4
281240828401915	0 STANLEY ST STEVENS POINT WI 54481	R4
281240827230102	0 EAST MARIA DR STEVENS POINT WI 54481	R4
281240827230109	0 DOOLITTLE DR STEVENS POINT WI 54481	R4
281240827230110	0 DOOLITTLE DR STEVENS POINT WI 54481	R4
281240827230111	0 DOOLITTLE DR STEVENS POINT WI 54481	R4
281230805440023		R4
281230805101419	0 HENRIETTA ST STEVENS POINT WI 54481	R5
281230804100204	2501 MINNESOTA AVE STEVENS POINT WI 54481	R5
281240832101609	0 CENTERPOINT DR STEVENS POINT WI 54481	R5
281240833202512	2624 CLARK ST STEVENS POINT WI 54481	R5
281240821200107	EAGLE SUMMIT STEVENS POINT WI 54482	R5
281240821200133	EAGLE SUMMIT STEVENS POINT WI 54482	R5
281240821200102	EAGLE SUMMIT STEVENS POINT WI 54482	R5
281240828402012	2928 STANLEY ST STEVENS POINT WI 54481	RLD
281240821220006	0 RESERVE ST STEVENS POINT WI 54482	RLD
281240827440007	0 HOFMEISTER DR STEVENS POINT WI 54481	RLD
281240827440005	0 BARBARA'S LN STEVENS POINT WI 54481	RLD
281240824330010	BRILOWSKI N RD STEVENS POINT WI 54482	RLD
281240824330012	0 BRILOWSKI RD STEVENS POINT WI 54482	RLD
281240824330013	0 BRILOWSKI RD STEVENS POINT WI 54482	RLD
281240824330007	0 BRILOWSKI N RD STEVENS POINT WI 54482	RLD
281240824330011	0 BRILOWSKI RD STEVENS POINT WI 54482	RLD
281240824330003	0 BRILOWSKI N RD STEVENS POINT WI 54482	RLD
281240824320001	0 BRILOWSKI N RD STEVENS POINT WI 54482	RLD
281240814430003	0 PLOVER HEIGHTS RD STEVENS POINT WI 54482	RLD
281240814300112	0 SUNNY CREST DR STEVENS POINT WI 54482	RLD
281240814300210	0 HAMPTON RD STEVENS POINT WI 54482	RLD
281240814300212	0 SUNNY CREST DR STEVENS POINT WI 54482	RLD
281240814300106	0 SUNNY CREST DR STEVENS POINT WI 54482	RLD
281240814300114	0 AIRPORT RD STEVENS POINT WI 54482	RLD
281240813320016	0 OXBOW RD STEVENS POINT WI 54482	RLD
281240814300211	0 SUNNY CREST DR STEVENS POINT WI 54482	RLD
281240814300204	0 TORUN RD STEVENS POINT WI 54482	RLD
281240831300624	0 WEST CLARK ST STEVENS POINT WI 54481	Split Zoned
281230803320058	0 NEBEL ST STEVENS POINT WI 54481	Split Zoned
281240820340053	0 SECOND N ST STEVENS POINT WI 54481	Split Zoned
281240820340001	0 SECOND N ST STEVENS POINT WI 54481	Split Zoned
281240813330001	0 BRILOWSKI RD STEVENS POINT WI 54482	Split Zoned



DATE: December 12, 2022

TO: City of Stevens Point
Parks, Recreation, and Forestry Department
Dan Kremer, Director
2442 Sims Ave.
Stevens Point, WI 54481

RE: Project Number 22-19
City of Stevens Point
Pfiffner Pioneer Park Bandshell Repair Project

Dear Mr. Kremer,

Bidding for re-bid of the subject project closed on Wednesday, December 2, 2022 at 2:00 PM local time. Sealed bids were received, opened, and read aloud at the office of the Director of Park, Recreation, and Forestry Department at the address given above.

Five plan holders were listed as Prime Bidders: Ellis Construction, S.D. Ellenbecker Inc., Altmann Construction Company Inc., The Boldt Company, and Eagle Construction. A single bid was received from Ellis Construction in the amount of \$169,817.00.

The single bid received is within the expected bid price range for the project. The bid form, bid bond, and other required forms were completed in accordance with the instructions to bidders. During the pre-award meeting held on December 1, 2022, no unusual concerns were raised regarding the understanding of scope, the schedule, or coordination requirements with the City of Stevens Point. There are no concerns by CBS Squared Inc. regarding Ellis Construction ability to complete the work properly within the required timeline. CBS Squared Inc. recommends accepting the bid and awarding the contract to Ellis Construction.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Gundry', is written over a light blue circular stamp.

Matt Gundry, P.E.

770 Technology Way
Chippewa Falls, WI 54729

P:715.861.5226
E:info@cbssquaredinc.com

www.cbssquaredinc.com

ATTACHMENT A
PROPOSAL
CITY OF STEVENS POINT WISCONSIN
PIFFNER PIONEER PARK BANDSHELL REPAIR PROJECT
PROJECT #22-19

Proposals will be no longer received after 2:00 p.m. Local Time, November 30, 2022

Bid Opening: 2:00 p.m., Wednesday, November 30, 2022

PROPOSAL TO: THE BOARD OF PARKS COMMISSIONERS OF THE CITY OF STEVENS POINT,
WISCONSIN

In conformity with the Official Notice listed herein, the undersigned Bidder, having examined the site of the work and the contract documents, and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed hereunder, and agrees to execute the proposed contract and furnish the required bond for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

The undersigned Bidder deposits an approved licensed surety corporation bid bond, when a bid bond is indicated in said notice, in the sum designated in said notice, and hereby agrees that in the event the undersigned Bidder shall fail to execute in triplicate the contract with approved licensed surety corporation bound thereto and return the same to the office of the Director of Parks and Recreation within ten (10) calendar days after the date appearing upon the written notice by the Director of Parks and Recreation of the acceptance of this bid, or extension thereto as the Director of Parks and Recreation only may deem reasonable, then said bond shall be retained by and become the property of the City of Stevens Point and liquidated damages or said bond shall be prosecuted in the name of the City of Stevens Point and judgment recovered thereon for the full amount of the penalty thereof as liquidated damages, in any court having jurisdiction of the actions; otherwise said bond shall be void.

Section 66.0901(7), Wisconsin Statutes, provides that a bidder, as part of his proposal, shall submit a list of the subcontractors he proposes to contract with and the class of work to be performed by each, provided that to qualify for such listing each subcontractor must first submit his bid in writing to the general contractor at least 48 hours prior to the time of bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from a proposal

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Director of Parks and Recreation.

ESTIMATED QUANTITIES
Stevens Point Pfiffner Pioneer Park Bandshell Repair Project
PROJECT #22-19

BASE BID					
Item No.	Quantity	Unit	Item Description	Unit Price (each)	Total
03 01 30.1	1	L.S.	Concrete Surface Repair	(\$ 1,385)	(\$ 1,385)
05 50 00.1	1	L.S.	Glulam Arch Repair Metal Assembly	(\$ 37,680)	(\$ 37,680)
07 53 23.1	1	L.S.	EPDM Membrane Roofing	(\$ 121,041)	(\$ 121,041)
07 59 00.1	1	L.S.	Membrane Reroofing Preparation	(\$ 6,159)	(\$ 6,159)
07 59 00.2	320	S.F.	Roof Deck Replacement	(\$ 11.10)	(\$ 3,552)
			TOTAL BASE BID:	(\$)	(\$ 169,817)

NAME OF SUBCONTRACTOR	CLASS OF WORK	ESTIMATED VALUE
Commercial Roofing	Roofing	\$124,593

TIME OF COMPLETION

The undersigned, if awarded the contract, agrees that they will expedite all required materials, furnish sufficient manpower, equipment and tools, and so prosecute their work as to complete all bid items in proper and required sequence to the work of all other contractors in accordance with that stated herein.

The project as outlined in the Contract Documents shall be substantially completed by **September 1, 2023** and final completion by **September 8, 2023**. Substantial completion shall consist of all bid items under the base bid, plus any alternatives selected by the owner at the time entered into contract.

Failure to meet the identified timelines without prior approval may result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

- a) Bid Opening November 30, 2022
- b) Park Commission Consider Award December 7, 2022
- c) Common Council Consider Award December 19, 2022
- d) Project Begins April 3, 2023
- e) Substantial Completion September 1, 2023
- f) Complete Project September 8, 2023

ADDENDUM RECEIPT

We acknowledge the receipt of the following addenda:

Addendum #	Date	Signature
1		
2		
3		
4		

DECEMBER 2000

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 – "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608-266-1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- (1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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 presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

This Proposal is submitted by Ellis Stone Construction Company, Inc.
(Name)

Bidder, of 3201 Stanley Street Stevens Point WI
(Street Number) (City) (State)

Telephone Number 715-345-5000

Fax Number 715-345-5007

E-Mail Address erik@elliswi.com

A Corporation
(Corporation, Partnership, etc.)

at Stevens Point, Wisconsin, this 30th day of November, 2022.

If a corporation, answer the following:

Incorporated under laws of what state? WI

If a foreign corporation, are you
licensed to do business in Wisconsin? n/a



Ellis Stone Construction Company, Inc.
(Name of Bidder)

(Signature of Bidder)

Erik C. Carlson, President
(Name and Title)

**SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901(7) WISCONSIN STATUTES
BIDDER'S CERTIFICATE**

I, being first duly sworn at Stevens Point, WI

(City, State)

on oath state on behalf of said Bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and other contract documents and have checked the same in detail before submitting this proposal; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.



Signature

President

(Title, if any)

Ellis Stone Construction Company, Inc.
3201 Stanley Street, Stevens Point, WI 54481

(Address)

Subscribed and sworn to before me this

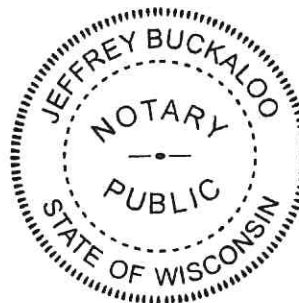
30th day of November, 2022

Notary Public, Portage County

State of WI

My commission expires April 15, 2023

(Signature & seal of Notary Public)





MEMORANDUM

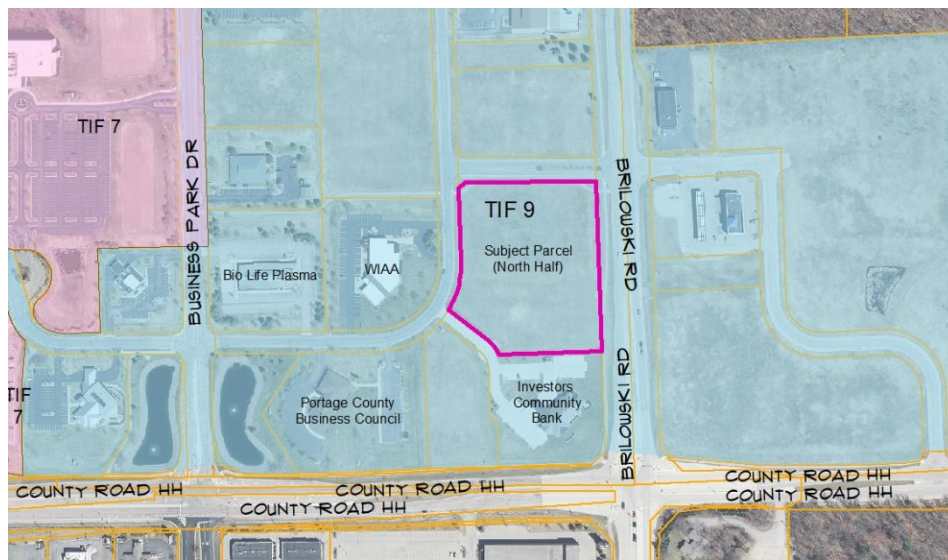
To: Finance Committee

From: Ryan Kernosky, Director of Community Development 

Date: December 12, 2022

RE: **Discussion and Possible Action on a Development Agreement for a Hilton Home2Suites Located at 5511 John Joanis Drive**

Background: City staff has been working with Growth Hotels, LLC (Developer) for several months on a possible extended-stay style hotel in the Portage County Business Park. After discussions with the Developer, they have settled on constructing a 91-unit [Hilton Home2Suites](#).



The Developer did have a third party perform a feasibility study as part of their own due diligence – and provided a copy of the feasibility study to the City as part of their ask. Based

www.stevenspoint.com

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

upon the third-party feasibility study, they project the need for an additional 80-100 rooms in the market area study (Stevens Point and Plover).

Consistent with other hotel developments, the developer has asked for an incentive to construct the hotel. City staff provided the proforma to the City Assessor, who provided an estimated assessed value of \$10,675,934.00, which is a **net increase in value of \$9,985,334.00**. After negotiations, City staff and the developer have preliminarily agreed on the following:

'Up front Incentive' \$500,000 at 75% completion, \$500,000 at final occupancy (100% completion) for a total up front incentive of \$1,000,000.00.

'Pay-go Incentive' of 50% less the debt service on the 'Up front Incentive' for a total of \$315,908.00.

Total Incentive: \$1,315,908.00.

Incentive to Increment Ratio: $\$1,315,908.00 / \$9,985,334.00 = 13.18\%$

Staff Recommendation: Staff recommends **APPROVAL** as presented.

Encl.
Site Plan
Development Agreement



Figure 1 Example of a Hilton Home2Suites

CREATED: JL
REVISION: JL
DATE: 04/07/2022
PROJECT NO.: 22.004

LAYOUT PLAN

GROWTH HOTELS, LLC
HOME 2 HOTEL
CITY OF STEVENS POINT
PORTAGE CO, WISCONSIN

Civil Engineering
Land Surveying
Landscape Architecture
4941 Kresling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)



Point of Beginning
SHEET C1.0

GENERAL NOTES:

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
2. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
3. ALL REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
4. SEE SHEET FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
5. ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR AND INCLUDED IN THE BASE BID CONTRACT.
6. VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
7. BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO THE BID DATE.
8. PRIOR TO STARTING WORK, VERIFY WITH THE LOCAL AUTHORITIES THAT ALL REQUIRED PERMITS HAVE BEEN ACQUIRED.
9. COORDINATE CONSTRUCTION IN THE RIGHT OF WAY WITH THE LOCAL AUTHORITIES.
10. PROVIDE PROPER BARRICADES, SIGNS, AND TRAFFIC CONTROL TO MAINTAIN THRU TRAFFIC ALONG ADJACENT STREETS IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS.
11. SIDEWALK JOINTS SHALL BE INSTALLED AS INDICATED OR AS APPROVED BY THE CONSTRUCTION MANAGER.
12. ALL CONCRETE SAWCUTS SHALL BE AT AN EXISTING JOINT.
13. ALL NEW CONCRETE PAVEMENT AND CURB ON ADJACENT STREET SHALL BE TIED IN ACCORDANCE WITH DETAIL ON SHEET.
14. ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED, FERTILIZED, AND CRIMP HAY MULCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

PAVEMENT HATCH PATTERNS:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED STANDARD CONCRETE PAVEMENT
- PROPOSED REINFORCED CONCRETE PAVEMENT

BENCHMARK:

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

BENCHMARK #1
FLAG BOLT ON HORRANT,
LOCATED ON THE SOUTHEAST CORNER OF THE
INTERSECTION OF JOHN JOANS DRIVE AND CARRIE
FROST DRIVE.
ELEVATION = 1106.23

BENCHMARK #2
BURY BOLT ON HORRANT,
LOCATED AT THE NORTHEAST QUADRANT OF THE
INTERSECTION OF CARRIE FROST DRIVE AND
BROWNSKI ROAD.
ELEVATION = 1104.23

BENCHMARK #3
CHISELED SQUARE ON NORTH SIDE OF LIGHT POLE
BASE,
LOCATED SOUTH OF THE SOUTH LINE OF THE
SUBJECT PROPERTY, APPROXIMATELY 155 FEET
WEST OF THE CENTER OF BROWNSKI ROAD.
ELEVATION = 1106.62

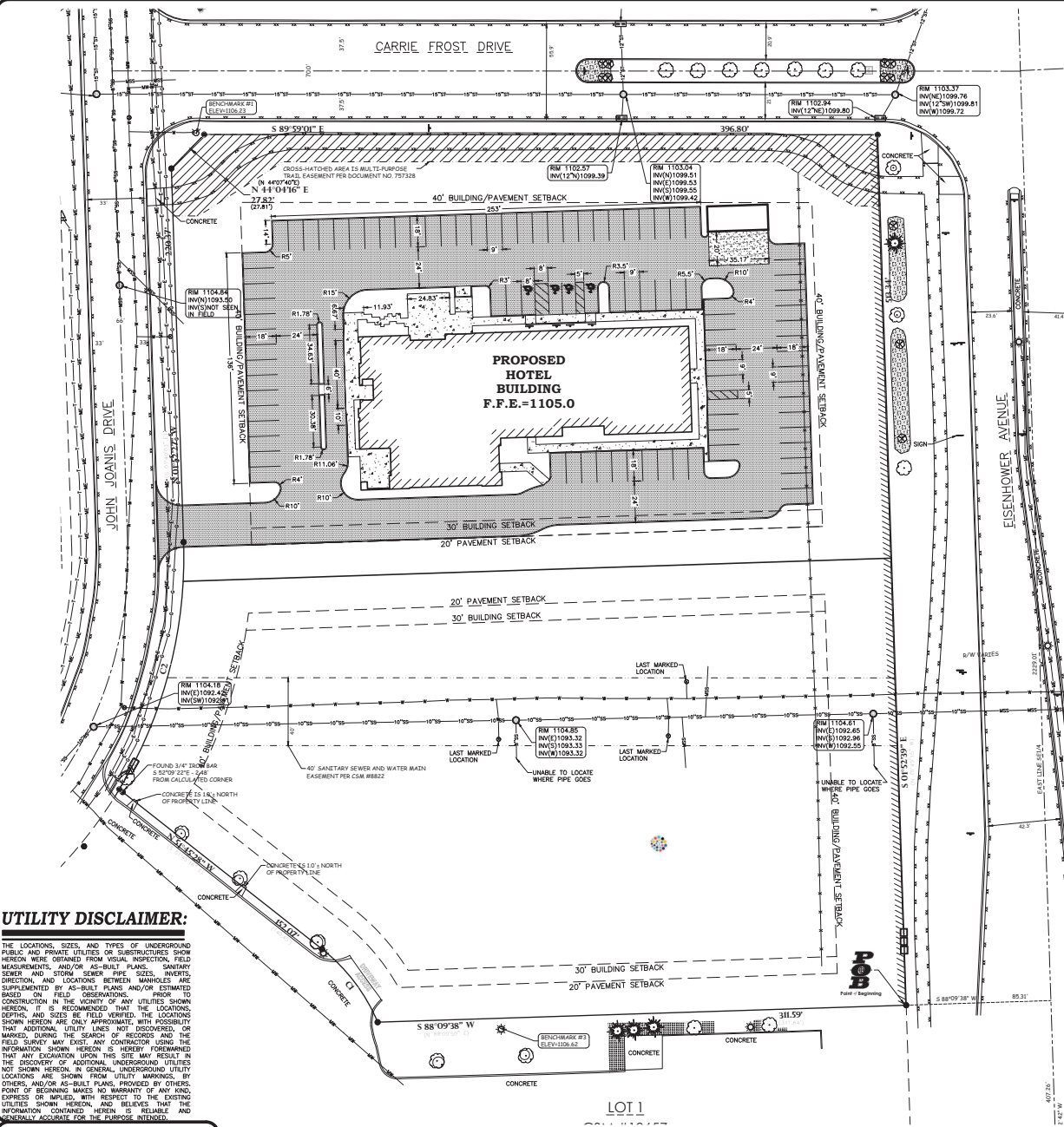


UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER SIZES, DEPTHS, DIRECTIONS, AND LOCATIONS BETWEEN MARKERS ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATES BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE RIGHT OF WAY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREON IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSES INTENDED.

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City of Stevens Point

TID 9- Home2Suites

Projected Tax Increment

Base Value ¹	690,600	Inflation Factor	0.00%
Paygo	50%		
Upfront Expense	1,000,000	Debt Service Multiplier	15.16%
Interest Rate	4.50%	Tax Rate Adjustment Factor	0.00%

Construction Year	Valuation Year	Revenue Year	Inflation Increment	Value Added	Valuation Increment	Tax Rate	Tax Increment	Debt Serv	Paygo Incent	Balance
1	2018	2019	2020	0	0	0	22.22	0	0	0
2	2019	2020	2021	0	0	0	22.22	0	0	0
3	2020	2021	2022	0	0	0	22.22	0	0	0
4	2021	2022	2023	0	0	0	21.32	0	0	0
5	2022	2023	2024	0	0	0	21.32	45,000	0	-45,000
6	2023	2024	2025	0	5,337,967	5,337,967	21.32	113,805	45,000	11,903
7	2024	2025	2026	0	5,337,967	10,675,934	21.32	227,611	151,610	49,903
8	2025	2026	2027	0	0	10,675,934	21.32	227,611	151,610	87,904
9	2026	2027	2028	0	0	10,675,934	21.32	227,611	151,610	125,905
10	2027	2028	2029	0	0	10,675,934	21.32	227,611	151,610	163,905
11	2028	2029	2030	0	0	10,675,934	21.32	227,611	151,610	201,906
12	2029	2030	2031	0	0	10,675,934	21.32	227,611	151,610	239,907
13	2030	2031	2032	0	0	10,675,934	21.32	227,611	151,610	277,907
14	2031	2032	2033	0	0	10,675,934	21.32	227,611	151,610	315,908

Totals	10,675,934	1,934,693
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Total Debt Service 1,302,877
Total Pay-as-you-go Incentive 315,908

NOTES:

TOTAL INCENTIVE	1,315,908
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Hilton Home2Suites – 5511 John Joanis Drive Development Agreement

Between the City of Stevens Point and Growth Hotels, LLC

Adopted by the Common Council:

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Development Agreement

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, 2022 by and between the City of Stevens Point, Wisconsin, a Wisconsin municipal corporation with its offices located at 1515 Strongs Avenue, Stevens Point, Wisconsin 54481 (the "City") and Growth Hotels, LLC, a Wisconsin limited liability company with primary offices located at 128 Canterbury Road, Eau Claire, WI 54701 and/or its assigns (the "Developer").

Recitals

WHEREAS, the City has, pursuant to authority granted in Wisconsin Statute Section 66.1105, created Tax Incremental District Number 9 ("hereafter referred to as "TID No. 9") for the purpose of eliminating blight within the district and promoting development consistent with the City's plans; and

WHEREAS, the Developer currently owns the property located at 5511 John Joanis Drive, Tax Parcel ID 281-23-0802400412 ("Development Site"); and

WHEREAS, the Developer is willing to construct a hotel on the Development Site if it obtains assistance from the City as set forth herein; and

WHEREAS, the City is willing to provide financial assistance as set forth herein, and has determined that this Agreement is in the public interest; and

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

Purpose of Agreement

The parties are entering into this Development Agreement for the construction of a hotel ("Building") within the City of Stevens Point TID No. 9. This agreement records the understanding of the parties with regards to their cooperation toward the construction of the Building.

Part 1. Definitions

As used in this Agreement, the following terms shall have the meanings indicated:

- A. "Act" means Wisconsin Statute Section 66.1105 which provides authority to the City to create TID 9.
- B. "Agreement" means this Development Agreement by and between the City, and Developer, as the same may be from time to time amended.
- C. "Annual Debt Service Payment" means the amount due in a given year on the debt that is issued by the City to finance the upfront cash incentive pursuant to Section 3.01.01(B).
- D. "Assessed Value" means the value of the Real Property as reviewed by and assigned by the City Assessor consistent with best assessment practices.
- E. "City" means the City of Stevens Point, Wisconsin.
- F. "Developer" means Growth Hotels, LLC, and/or its assigns.
- G. "Developer Incentive" is the payment provided to the Developer by the City as described under Division 3.01.01 of this Agreement.
- H. "Development" means the construction of an approximate 90-room hotel, as generally depicted in Exhibit B.
- I. "Development Costs" means the amounts expended by Developer for construction of the Private Improvements as required under Division 3.02 of this Agreement, which is estimated to be approximately twelve million, six hundred forty-nine thousand dollars (\$12,649,000.00).
- J. "Development Site" means Part of Tax Parcel ID 281-23-0802400412 in the City of Stevens Point, County of Portage, generally bounded as described in Exhibit A.
- K. "Effective Date" means the date in which this agreement is fully executed.
- L. "Excess TIF Revenue" means the amount of TIF Revenues received that is more than the amount of taxes guaranteed by Developer pursuant to Section 3.01.01(C) and are in excess of the Annual Debt Service Payment for any year during the term of this Agreement.
- M. "Minimum Tax Payment" means the minimum amount of property tax payment due annually consistent with Section 3.02.04 of this Agreement.
- N. "Minimum Payment Period" means the minimum tax payment period consistent with Section 3.02.04 of this Agreement.

- O. "Private Improvements" means each and all of the private improvements specified in the construction plans described on Exhibit B but generally described as the improvements to the Development Site located within TID No. 9.
- P. "Property" includes the Development Site and Private Improvements.
- Q. "Tax Supplement Amount" means the amount to be paid by Developer as the shortfall, if any, between the amount of taxes due on the Minimum Tax Payment guaranteed by Developer pursuant to Section 3.02.03 and the amount of taxes billed, for any year during the Term of this Agreement.
- R. "TID No. 9" means City of Stevens Point Tax Incremental District Number 9, and project plan created by City in accordance with Wisconsin Statute Section 66.1105.

Part 2. Parties Warranties and Representations

Division 2.01 City Representations

The City makes the following representations as the basis for the undertaking on its part herein contained:

- A. The City is a municipal corporation and political subdivision organized under the laws of the State of Wisconsin.
- B. The City has the authority to enter into this Agreement and carry out its obligations hereunder pursuant to the authority granted to it by the Wisconsin Constitution and State law.
- C. The City proposes to provide assistance to Developer in accordance with the provisions of this Agreement.
- D. The activities of the City are undertaken for the purpose defined in Section 66.1105 of the Wisconsin Statutes.
- E. The parties signing below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City.

Division 2.02 Developer Warranties and Representations

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

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

- B. Developer will control the construction of the Private Improvements on the Development Site.
- C. The parties signing below for Developer warrant that they have full power and authority to execute this Agreement on behalf of Developer, and to bind Developer to the Agreement.
- D. The construction of the Private Improvements on the Development Site by Developer would not occur but for the tax increment financing assistance being provided by the City hereunder.
- E. The Developer acknowledges that various specific undertakings of the City described in Division 3.01 require approvals from City's Boards, Commissions, and/or Committees, the City's Common Council, as well as from governmental bodies external to the City, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under Division 3.01 are conditioned upon Developer obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, the City agrees to cooperate in good faith with Developer in its process of seeking such approvals.
- F. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with, or results in the breach of the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which is bound, or constitutes a default under any of the foregoing.
- G. Developer understands and agrees that the Developer's Incentive will be payable only from the Available Tax Increment generated by the Private Improvements, and will never represent or constitute a general obligation debt or bonded indebtedness of the City, the State of Wisconsin, or any political subdivision thereof.
- H. If the Property, or any part of it, becomes exempt or partially exempt from property taxes during the twenty-year period following completion of the Private Improvements, Developer or its successor or assign shall pay annually to the City an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property for that year.

Part 3. Parties Undertakings

Division 3.01 City Undertakings

Section 3.01.01 Provision of Developer Incentive

City agrees to pay to Developer a Developer Incentive as indicated in this section, and Developer hereby represents that but for such incentive, Developer would not construct such Development.

- A. The City's obligation to finance Development Costs shall be payable solely from Available Tax Increment generated by the Property and shall not be a charge against the City's general credit or taxing power.
- B. Upfront Development Incentive. To further promote the City's goals of encouraging economic development, and job creation, the City agrees to provide funding in the amount of one million dollars (\$1,000,000.00) (the "Upfront Developer Incentive") to the Developer to incentivize Developer's construction of the Private Improvements. The Upfront Development Incentive shall be scheduled for disbursement based upon the following schedule:
 - a. Five Hundred Thousand Dollars (\$500,000.00) payable upon seventy-five percent (75%) completion of the Private Improvements as verified by the City Building Inspection Superintendent. Payment shall be made within 60 days of the aforementioned verification.
 - b. Five Hundred Thousand Dollars (\$500,000.00) payable upon issuance of final occupancy of the Private Improvements as issued by the City Building Inspection Superintendent. Payment shall be made within 60 days of the aforementioned verification.
- C. Ongoing City Support. If Developer achieves and maintains the Value of the Project as identified in Section 3.02.04, the City shall provide to Developer Ongoing City Support of fifty percent (50%) of the Excess TIF Revenues. Such Ongoing City Support payments shall cease following the 2033 tax year, payable in 2034. The City's obligation provide the Ongoing City Support shall be payable solely from TIF Revenues generated by the Property and shall not be a charge against the City's general credit, taxing power, or revenue generated from other properties within Tax Incremental District No. 9. The Ongoing City Support payments shall be made on a yearly basis on or before September 1 of each year for which such payments are payable under this Agreement.
- D. The Common Council has determined that the Developer Incentive is necessary for the implementation of the TID No. 9's project plan in accordance with Section 66.1105(2)(f)1.i. of the Wisconsin Statutes.

Division 3.02 Developer Undertakings

Section 3.02.01 Permits and Approvals

Developer's obligations under Division 3.02 are contingent on obtaining permits and other governmental approvals necessary for the construction of the Private Improvements. Developer shall make all reasonable efforts to obtain such permits and approvals in a timely

manner. Developer understands that this Agreement cannot obligate the City to issue any such permits or approvals.

Section 3.02.02 Obtain Financing for the Development

Developer shall use commercially reasonable efforts to cause to be organized one or more groups of individuals or corporate investors who collectively are committed to make the necessary equity investment in the Development. Developer shall make all reasonable efforts to obtain such financing in a timely manner. Developer shall provide a copy of the loan commitment to City prior to the issuance of City Incentive Payments outlined within Division 3.01 of this Development Agreement.

Section 3.02.03 Development Timeline

Developer agrees to complete the Private Improvements within eighteen (18) months of execution of this development agreement.

Section 3.02.04 Minimum Assessed Value and Minimum Tax Payment

- A) Developer guarantees the minimum assessed value of the property to be four million, seven-hundred fifty-three thousand, five-hundred dollars (\$4,753,500) no later than January 1, 2024. Developer guarantees a tax payment of ninety-nine thousand, four-hundred and five dollars (\$99,405.00) for Tax Year 2024.
- B) Following completion of the Private Improvements and receipt of the Upfront Developer Incentive, Developer agrees to guarantee a minimum Assessed Value of eight million, five-hundred ninety-three thousand, five-hundred dollars (\$8,593,500) no later than January 1, 2025. Developer further agrees to a guaranteed minimum annual property tax payment associated with the Property of one-hundred eighty-one thousand, two-hundred seventy-four dollars (\$181,274.00) (the “Minimum Tax Payment”) for a period of eight (8) years (the “Minimum Payment Period”). In the event that the amount of property tax payable under Wisconsin Statutes Chs. 70 et. seq. for the Property is less than the Minimum Tax Payment for any year within the Minimum Payment Period, Developer shall pay to the City an additional amount (the “Tax Supplement Amount”) such that the sum of the Tax Supplement Amount and the property tax due for that year is equal to the Minimum Tax Payment. Such Tax Supplement Amount shall be paid to the City no later than the date upon which the real estate tax payment it is associated with is due.

Section 3.02.05 Construction of Electric Vehicle Charging Stations

Developer shall construct and maintain for the Term of this Agreement, eight (8) Level 2 Electric Vehicle Charging Stations consistent with the Electric Vehicle Infrastructure Economic Development Guide adopted by the Common Council of the City of Stevens Point on March 21, 2022.

Section 3.02.06 Cooperation with City

Developer shall cooperate with the City so as to facilitate City's performance under Division 3.01.

Section 3.02.07 Payment in Lieu of Taxes

In the event the Property, or any part of it, becomes exempt or partially exempt from property taxes, Developer shall pay to the City an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, annually, for the life of TID No. 9.

Section 3.02.08 Property Maintenance

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

Part 4. Assignment

The rights, duties and obligations of the Developer hereunder may be assigned by Developer provided that prior to any such assignment Developer procures the written consent of the City to the assignment, which consent shall not be unreasonably withheld, conditioned or delayed and which shall be deemed granted if not withheld by written notice to Developer from City given on or before sixty (60) days after Developer requests in writing that City consent to an assignment of this Agreement. This provision shall not apply to assignments by partners, shareholders or members of the Developer to other partners, shareholders or members of the Developer nor shall it apply to Developer's assignment to a related entity of Developer or any entity which shares common ownership with Developer, or a sale or transfer of less than a majority interest of the Developer.

Part 5. Relocation

- E. Developer warrants that no person has been or will be a displaced person under Ch. 32 of the Wisconsin Statutes, Ch. Adm 92 of the Wisconsin Administrative Code, or other applicable law as a result of Developer's actions related to the Property, the development or this Agreement.
- F. Developer shall indemnify and defend the City from and against any and all liability, suits, actions, claims, and demands for relocation benefits under Wisconsin Statutes Ch. 32 resulting from or related to the development, this Agreement or Developer's actions related to the Property, the development or this Agreement.

Part 6. Default Provisions

Division 6.01 Notice of Default

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the non-defaulting party first gives the Defaulting Party

written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

Division 6.02 Remedies upon Developer's Default

In the event Developer defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Division 6.01, then the City without prejudice to any other rights or remedies afforded to the City, by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof, or make a claim for the security of the City development costs pursuant to Part 4 of this Agreement.

Division 6.03 Remedies Upon City's Default

In the event City defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Division 6.01, then the Developer without prejudice to any other rights or remedies afforded to the Developer, by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof.

Part 7. Notices

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

To the Developer:

Will need this.

To the City:

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

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

Part 8. Nondiscrimination

With the performance of work under this Agreement, the Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the

Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

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

Part 9. No Personal Liability

Under no circumstances shall any alderperson, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability. The limitation on personal liability included in this Part shall extend to Developer's assignment of this Agreement to a partnership or to a limited liability company consistent with Part 4.

Part 10. Miscellaneous Provisions

Division 10.01 Cooperation with Grants

If necessary, Developer shall work with and cooperate with City in providing data and information necessary for City to comply with the provisions or requirements in connection with such State or Federal grants or other funding applicable to and benefiting the Development.

Division 10.02 Entire Agreement

This document contains the entire agreement between Developer, and City, and it shall inure to the benefit of and shall be binding upon the parties hereto and the respective heirs, executives, successors and assigns. This Agreement may be modified only by a written Amendment signed by the parties, which Amendment shall become effective upon the execution by both parties.

Division 10.03 Survival of Warranties, Representations, and Agreements

Any warranty, representation, or agreement herein contained shall survive the Closing.

Division 10.04 Governing Law

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

Division 10.05 Captions

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

Division 10.06 Counterparts

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

transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

Division 10.07 Severability

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

Division 10.08 Force Majeure

If Developer is delayed in the performance of any of its obligations in this Agreement due to circumstances beyond the reasonable control of Developer, including, but not limited to, acts of God, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, strikes, embargoes, unavailable materials, breach of contract by contractors or subcontractors, adverse weather conditions, legally required environmental remediation actions and other acts of force majeure, then the performance of such obligations by Developer shall be postponed by an amount of time commensurate with the period of such delay.

Division 10.09 City Authorization

The execution of this Agreement by the City was authorized by the City Council on the _____ day of _____, 2022.

THE CITY OF STEVENS POINT, WISCONSIN

BY: _____
Honorable Mike Wiza, its Mayor

Attest:

Kari Yenter
By: Its City Clerk

STATE OF WISCONSIN)
:ss
COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 2022, Mike Wiza, Mayor, and Kari Yenter, City Clerk, of the above-named City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

Notary Public, State of Wisconsin

My commission expires: _____

(Signatures Continue On Following Page)

GROWTH HOTELS, LLC

A Wisconsin Limited Liability Company

Date: _____

By: _____
David Wogernese, Managing Member

STATE OF _____)

COUNTY OF _____) :ss

Personally came before me this _____ day of _____, 2022, David Wogernese, Managing Member of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such Authorized Members of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officers as the deed of said Limited Liability Company, by its authority.

Notary Public, State of _____

My commission expires: _____

Exhibit A. Development Site

To be replaced with certified survey map.

Exhibit B. Private Improvements

Site plan and renderings to be inserted when completed.

