

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

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

CITY OF STEVENS POINT BOARD OF PUBLIC WORKS MEETING

January 9, 2023 - 6:05 PM

(or immediately following previously scheduled meeting)

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

OR

Zoom Teleconferencing

Meeting ID: 845 3154 0857 | Passcode: 325496

By Computer: <https://us02web.zoom.us/j/84531540857?pwd=dUZNaRdRaFNBVWNBS3JVa3RwWVRmdz09>

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

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

AGENDA

Roll Call

Informational

1. Director's Report

Discussion and Possible Action

2. Consideration to special assess for curb and gutter for the 2023 Streets Improvement Project #23-01.
3. Approval of the revised Irrevocable License Agreement for 1101 First Street regarding an existing encroachment into the First Street right-of-way.
4. To award the Fire Department Roofing Project #23-07 to Michels Roofing in an amount not to exceed \$84,243.25.

Adjourn

Meeting Rider

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD # 346-1556 or by mail at 1515 Strongs Ave., Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 a.m. to 4:00p.m.

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



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

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

January 4, 2022

DIRECTOR OF PUBLIC WORKS REPORT
Scott Beduhn

1. Engineering Division

- **Sidewalk Continuation**
 - Nothing new to report.
- **Country Club Drive**
 - Nothing new to report.
- **Business 51 (Division and Church Streets) Reconstruction Project**
 - Nothing new to report.
- **McDill Monitoring and Control System Project**
 - An updated Emergency Action Plan (EAP) and Inspection, Operation and Maintenance (IOM) plan were sent to the DNR for review.
 - Staff will work to close the project once the DNR accepts the plans.
- **2022 Fall Paving Project**
 - Staff completed approximately half of the preparatory work (removal of existing pavement and placement of road base material) on select north side alleys in anticipation of future planned capital and fall paving projects. The remainder of the alleys will be addressed in the spring.
- **2022 Road Resurfacing Project (Phase1)**
 - All work is complete on this project.
 - The contractor will return in the spring to touch up any restored areas and address any warranty issues.
- **2022 Road Resurfacing Project (Phase2)**
 - The Engineering Department plans to advertise this project later this month in anticipation of an early February bid opening.
- **North Union Street Extension**
 - Utility work is currently wrapping up.
 - Concrete work and asphalt paving will be completed in early 2023.

- **2022 Street Improvement Project**
 - A1 has complete all work for this year. The contractor will return in the spring to complete the remaining blocks of the project.
 - A total of 6 bocks (of 20 that make up the project) will carry over to 2023.
 - Four blocks of Washington Avenue
 - One block of Third Street
 - One block of Meadow Street
- **2023 Street Improvement Project**
 - The City is once again working with Strand Associates out of Madison for the engineering and design of the Street Improvement Project.
 - A PIM was held December 15, 2022 to provide impacted residents and business an overview of the project.
 - A second PIM will likely be held in the late winter
- **2023 Road Resurfacing Project**
 - City staff continues working on the engineering and design of this project.
 - The bid opening for this project is anticipated to occur in early March.
 - A PIM will likely be held in early to mid-February.
- **West Zinda Bridge Evaluation**
 - While we have not heard officially from WisDOT, the Portage County Highway Commissioner has notified staff that the City has been awarded funds under the Local Bridge Program.
- **Plover River Crossing Trail Project**
 - Nothing new to report
- **PD and FD Parking Lots**
 - Paving of both parking lots is complete.
 - Landscaping will be completed in-house next spring.
- **Michigan Avenue Underpass**
 - After experiencing pavement issues the past two winters, staff continues to monitor the pavement for new cracks and panel heaves.
- **Additional Miscellaneous Projects:**
 - Engineering Staff continues gathering survey data and researching right of way for proposed 2024 roadway projects.
 - Engineering staff has been working with university staff on several fronts to improve the University environment. These include:
 - Discussions related to the future of North Division Street as part of the Business 51 planning study.
 - Discussions in conjunction with Community Development on the future of the old Maytag lot.
 - Discussions regarding the redevelopment of Fourth Avenue through campus which is tentatively scheduled for reconstruction in 2026.

2. Streets Division

- **Continued Operations:**

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

- **Staffing:**

- We continue to have an opening for a Welder/Fabricator position. Due to a lack of qualified applicants, this position has been reposted as a step 3 opposed to a step 2 on the city's pay matrix to generate more interest from potential candidates. We also are continuing recruiting efforts for a Streets Maintenance worker.

- **Winter Operations:**

- We responded to seven winter events in the month of December. Two of these events were declared snow emergencies, and five of the responses included full city clean up, or "c" routes. In addition to these calls our nighttime crew continually patrols the sand routes for any slick intersections, drifting or general clean up.
- In addition to snow responses, our crews have completed our snow picking routes a few times, as well as, hauled snow from parking lots.
- Crews have continually worked to remove low hanging branches along plow routes that interfere with the clearance and visibility of the plow trucks.

- **Parks Tree trimming:**

- In the month of December Streets had a crew assisting the forestry department with tree cutting and trimming in city parks. This work will continue into January.

- **Equipment maintenance/garage:**

- There was a total of 57 completed repair orders in the month of December, this is up from 41 repairs in November. When broken down by department there are.

Water	1
Engineering	0
Inspection	0
Police	5
Parks	15
Fire	3
Streets	33

- **MONTHLY SIGN REPORT**

December 2022

DESCRIPTION	SIGN	POLE
Accident	1	3
Maintenance	4	3
Moved	0	0
Vandalism	0	0
Ordinance Change	0	0
Installed	0	0
Replaced	0	0
Update	0	0
Tree Trimmed	0	0
TOTAL	5	6

- **Other Events:**

- Crews will begin taking down Christmas decorations the week of January 9th. This includes removing the downtown Christmas tree.

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



Public Works

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

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

January 4, 2023

To: Board of Public Works

From: Scott Beduhn, Director of Public Works 

Re: Consideration of Special Assessments for Curb and Gutter
2023 Street Improvement Project
Project #23-01

Not unlike projects in the past, the 2023 Street Improvement Project #23-01 has some unique challenges of its own. Right of way constraints, varying property uses, and topography amongst other characteristics create unique challenges for each street segment. While usually these unique challenges are more limited in scope, the challenges on this project are more widespread, impacting blocks and not simply individual properties.

The unique challenges for the 2023 Street Improvement Project stem from one of the directives provided by the Council which is to create a more walkable community. Placing more emphasis on sidewalk continuation and network continuity, this year's project is an ideal opportunity to advance the pedestrian accessibility environment by expanding the sidewalk network.

For example, while there is existing curb and gutter (an urban cross section), there is no sidewalk along much of Minnesota Avenue between Clark Street and Jefferson Street. This project will include the installation of new sidewalk along this corridor. While there are some challenges along this stretch those are generally at individual properties along the corridor and not constant throughout the corridor.

In contract, however, both Algoma Street (east of Frontenac Avenue) and Texas Avenue have neither curb and gutter nor sidewalk. This area is defined as a rural cross section. Typically, the approach would be to maintain the existing cross section while installing sidewalk, however this proved to be very challenging in design. The existing topography along with numerous driveways have made fitting sidewalk difficult while at the same time establishing functional swales. As important as the sidewalk is, proper drainage is also an important factor to ensure longevity and lower lifecycle cost to the new pavement.

As we worked with our consulting engineer on the project and evaluated options for these segments, one option seems more favorable to accomplish the City's goals and that was to change the cross section from rural to urban with the addition of curb and gutter. With the curb and gutter it is possible to maintain proper drainage while including new sidewalk.

While the City no longer assesses for sidewalk, the current assessment policy does allow for the assessment of curb and gutter. This raises the question of whether or not to assess. If the purpose of the curb and gutter was to address an existing stormwater issue, it would seem logical to assess for that purpose. However, given that the curb and gutter is being proposed to accommodate the sidewalk in lieu of swales (that may have limited functionality) due to physical right of way constraints, should the cost of the curb and gutter be paid by the adjacent property owners or covered by the City as part of the overall project improvements.

I am therefore asking for the Board's direction in this matter. In the time I have been with the City I cannot recall any instance when a similar situation has arisen and ultimately it is simply a matter of determining what is fair and equitable. In the matter of cost, staff believes the budget estimate for this project to be sufficient to cover the cost of the curb and gutter (estimated at approximately \$50,000 or about 2.6% of the total estimated construction cost of \$1,900,000) and therefore, staff has no preference for either funding source.

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

Thank you

Z:\90 - MEETINGS\2023 - MEETINGS\01 - January\Memo - Curb and Gutter Assessment.doc



MEMORANDUM

To: Board of Public Works

From: Ryan Kernosky, Director of Community Development 

Date: January 9, 2023

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

Background: As members may recall, this item was before you in November 2022. The owner of 1101 First Street is in the process of selling the property. One of the challenges is that the building (constructed in 1996) was constructed between 1' and 6" into the First Street Right of Way. Because of that, buyers are having a challenging time obtaining appropriate title insurance and the seller is having a challenging time selling the property.

After the current owner and the City had agreed to the changes, an interested party reviewed the agreement and wanted additional changes to be made to the agreement. This included adding the words "Irrevocable" throughout the license agreement, but outlining a clause wherein the irrevocable license would become revocable. Additionally, the interested party wanted the agreement to be clearer that the agreement would be applicable to future property owners. Overall, the proposed changes are not substantial and do not impact the spirit of the previously approved agreement.

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

Staff Recommendation: City staff and the City Attorney have reviewed the proposed changes and would recommend 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.

**IRREVOCABLE LICENSE
AGREEMENT**

Document Number

Document Title

This Irrevocable License Agreement ("Agreement") is made by and among the City of Stevens Point ("City"), and Jeffery and Christy Thompson ("Property Owners") as of the ____ day of _____, 2022-2023 ("Effective Date"). Collectively known as the "Parties."

Recording Area

Name and Return Address:

City of Stevens Point

c/o City Clerk

1515 Strongs Avenue

Stevens Point, WI 54481

PIN: **281240832200507**

RECITALS

- A.** The City owns certain public right-of-way ("ROW") adjacent to the west property line at 1101 First Street, Stevens Point, WI 54481 ("Subject Parcel"). Such ROW and Subject Parcel are further outlined in EXHIBIT A of this document.
- B.** The building constructed at the Subject Parcel was constructed 1994 and encroaches into the ROW along the west property line. Such encroachment is further outlined in EXHIBIT B of this document ("License Area").
- C.** The City is willing to join in this Agreement and grant an irrevocable occupancy license within the ROW to the Property Owners and their successors and assigns, based on the terms and conditions of this Agreement.

AGREEMENT

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

1. City Irrevocable License Agreement.

- a. The City hereby grants to the Property Owners an irrevocable occupancy license to utilize portions of the City ROW as outlined on EXHIBIT B of this document.
 - b. The Property Owners may occupy the Licensed Area, but shall not enlarge, change, cause further need for additional occupancy within the Licensed Area.
 - c. This ~~License~~ Agreement shall become revocable and, at the discretion of the City, automatically terminate in the event of the following:
 - i. The building at 1101 First Street is razed, destroyed, partially destroyed and/or demolished, or moved out of the Licensed Area. It shall be the discretion of the City Council whether or not an event outlined within this section will result in the removal of the building and the subsequent termination of this ~~Revocable License~~ Agreement.
 1. If any event occurs as outlined in Section 1(c)(~~i1~~), ~~another~~the building may not be reconstructed within the Licensed Area on the same footprint as the existing building.
 2. Any new additions, exterior alterations, and/or construction must occur outside of the Licensed Area. This section is exempt for exterior improvements, including, but not limited to, siding, window replacement (not new windows), and general maintenance.
 - d. Property Owners acknowledge that any improvements done within the License Area shall be at the sole expense of the Property Owners, and if this Agreement is terminated for any reason, the Property Owners shall not be compensated for the cost of such ~~i~~ improvements and/or any loss.
2. Rent. In exchange for the Property Owners maintaining the Licensed Area and the area surrounding the Licensed Area, the City agrees to not charge any monetary value for the License.
 3. Insurance. So long as this license shall remain in force, Property Owners, at Property Owner's sole expense, shall maintain a comprehensive general liability policy of insurance, naming the City of Stevens Point as an additional insured and containing a contractual endorsement reading as follows:

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

in the _____ Quarter of the _____ Quarter of
Section __, T2_N, R_E, City of Stevens Point, Portage County,
Wisconsin."in Government Lot 1 of Section 32, T24N, R8E,
City of Stevens Point, Portage County, Wisconsin.

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

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

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

described on Exhibit A and shall be binding upon the Property Owners and their successors and assigns for as long as the Term of this Agreement shall remain in effect.

7. Miscellaneous.

- a. If any term or condition of this Agreement or part thereof is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- b. This Agreement may only be further modified or amended by written instrument, signed by all parties hereto.
- c. This Agreement shall be construed under the laws of the State of Wisconsin.

8. Notice. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be given by personal delivery or mailed to the address designated below, or such other address as they may designate in writing, mailed by registered or certified mail, return receipt requested, with postage prepaid. Notices shall be deemed effective when personally delivered or when deposited in the United States mail in the manner described above.

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

If to the Property Owners
and their successors and
assigns: _____ Property Owner
 1101 First Street
 Stevens Point, WI 54481

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

Signatures on following pages.

Property Owners:

By: _____
Jeffery Thompson

By: _____
Christy Thompson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this day of _____, 20222023, the above-named Jeffery Thompson and Christy Thompson, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Public, Wisconsin
My Commission Expires: _____

City of Stevens Point:

By: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this day of _____, 20222023, the above-named Mike Wiza, Mayor for the City of Stevens Point, and Kari Yenter, City Clerk for the City of Stevens Point, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Public, Wisconsin
My Commission Expires: _____

EXHIBIT A
Legal Description of the Property

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

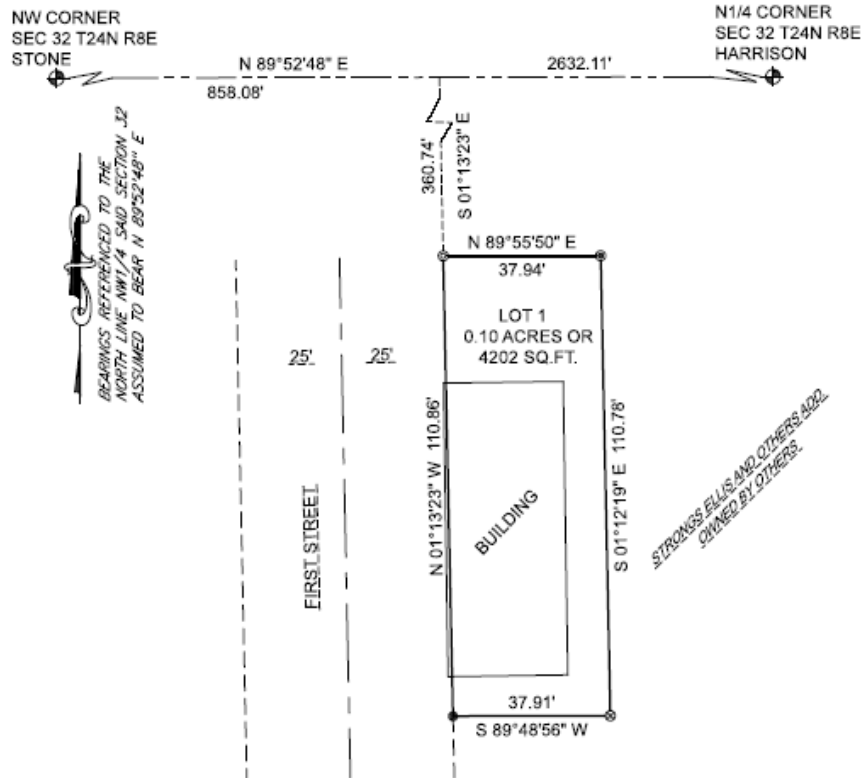
Site Address:
1101 FIRST ST STEVENS POINT WI 54481

Parcel ID: 281240832200507

EXHIBIT B License Area

PORTAGE COUNTY CERTIFIED SURVEY MAP
PREPARED FOR: JEFF THOMPSON
BEING LOT 1, CSM NO. 5639 VOL. 20 PG. 210, LOCATED IN
GOVERNMENT LOT 1, SECTION 32, T24N R8E, CITY OF
STEVENS POINT, PORTAGE COUNTY, WISCONSIN

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



LEGEND

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



SHEET 1 OF 3



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Bill Snow

(608) 469-4075

bsnow@garlandind.com

January 05, 2023

City of Stevens Point, WI – Fire Dept.
1701 Franklin Street
Stevens Point, WI 54481

RE: 23-07 Fire Department Roof Replacement – Sections 2 & 4; Repairs to Sections 1&3 Bid Tabulation and Letter of Recommendation

On Wednesday January 04, 2023 @ 1:00PM sealed bids were opened for the 2023 roof replacement project for the City of Stevens Point – Fire Department Station #1. (See attached the bid tabulation for this project)

The project recommendations are as follows:

Base Bid #1- Roof Replacement Section 2. Based on the bid results and budget it is the recommendation to award Base Bid #1 to Nick Michels & Sons Inc, Nekoosa, WI for the total amount of **\$53,473.**

Add #1 - Roof Replacement Section 4. Based on the bid results and budget it is the recommendation to award Add #1 to Nick Michels & Sons, Inc, Nekoosa, WI for the total amount of **\$19,782.**

Add #2 – Roof Repairs to Sections 1 & 3. Based on the bid results and budget it is the recommendation to award Add #2 to Nick Michels & Sons, Inc, Nekoosa, WI for the Hourly Rate of **\$65/Hr** to make necessary repairs to Roof Sections 1 & 3 per scope of work outlined in the Bid Documents.

Summary and Totals

Combined roof replacements for roof sections 2 & 4 Total = **\$73,255.** Nick Michels and Sons has done numerous projects in Central Wisconsin and has successfully completed previous roofing projects for the City of Stevens Point, most recently in 2022 for the Wastewater treatment Plant and Public Utilities.

Lead Times

Due to the detail and customization of this project there are significant lead times to manufacture and deliver materials. The final shop drawings, manufacture of goods, and delivery of the roof materials can be 4-6 weeks or more from award of project.

If you have any further questions or require further information, please feel free to contact me.

Sincerely,

Bill Snow

Bill Snow
The Garland Company

2023 FIRE STATION ROOFING PROJECT #22-07**OWNER: CITY OF STEVENS POINT****Bid Opening January 4, 2023 at 1:00 p.m.**

Contractor	Base Bid #1 - Roof Replacement Section 2			Add #1 - Roof Replacement Section 4			Add #2 - Hourly Rate Sections 1&3	Total Base Bid #1 & Add #1	Total including contingency
	A	B	Total Base Bid 1	A	B	Total Add #1			
Michels Roofing	\$ 40,456.00	\$ 13,017.00	\$ 53,473.00	\$ 14,626.00	\$ 5,156.00	\$ 19,782.00	\$65.00/hour	\$ 73,255.00	\$ 84,243.25
Mauer Roofing	\$ 57,107.00	\$ 13,993.00	\$ 71,100.00	\$ 22,902.00	\$ 3,998.00	\$ 26,900.00	\$92.00/hour	\$ 98,000.00	\$ 112,700.00
Pioneer Roofing	\$ 70,690.00	\$ 14,307.00	\$ 84,997.00	\$ 32,072.00	\$ 5,233.00	\$ 37,305.00	\$110.00/hour	\$ 122,302.00	\$ 140,647.30