

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**

**April 17, 2023
7:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 852 9827 6576 | Passcode: 984770

By Computer: [Zoom Link](#)

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

Agenda

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

Consideration and Possible Action on the Following:

6. Consent Agenda:
 - Minutes of the Common Council Meeting of March 20, 2023 and Special Common Council Meeting of April 6, 2023.
 - Actions of the Police and Fire Commission meeting of April 5, 2023:
 3. Confirmation of Bills.
 6. Discussion, with possible action, to hire new Firefighter/Paramedic candidates, after running an entry level FF/PM interview process.
 - Actions of the Park Commission meeting of April 5, 2023:
 2. Approval of December 7, 2022 meeting minutes.
 3. Presentation of the Comprehensive Outdoor Recreation Plan by Rettler Corporation.
 4. Approval of the Comprehensive Outdoor Recreation Plan for the City of Stevens Point.
 7. Request to serve alcoholic beverages during roller derby bouts on May 20, June 3, July 15 and August 12 by Mid-State Roller Derby.
 8. Winter season division reports presented by Anne Hylla (facilities and recreation) and

Scott Halvorsen (parks).
9. Directors report.

- Minutes and Actions of the Plan Commission meeting of April 3, 2023:
 - 2. Report of the March 6, 2023 meeting of the City Plan Commission.
 - 4. Discussion and possible acceptance of the 2023 McDill Pond Management Plan.
 - 5. Director's Report.
 - Actions of the Board of Water and Sewerage Commissioners meeting of April 10, 2023:
 - 2. Approval of minutes.
 - 3. Approval of department claims.
 - 4. Design contracts for 2024 Street Improvement Projects & 2024 Reconstruction Project.
 - Actions of the Airport Commission meeting of April 10, 2023:
 - 2. Approval minutes.
 - 3. Approval of department claims.
 - Actions of the Transportation Commission of April 10, 2023:
 - 2. Approval of the February 13, 2023 minutes.
 - 3. Approval of the February 2023 and March 2023 Financial/Claims report.
 - 4. Approval to offer new hire "stay on" bonuses up to \$2,000.
 - 5. Approval to offer referral bonuses up to \$500.
 - Minutes and Actions of the Personnel Committee meeting of April 10, 2023:
 - 3. Request to create a Deputy Fire Marshal position in the Fire Department (approved by PFC in 2022).
 - 5. Reconvene into open session for action on the request for an unpaid leave for Human Resource manager.
 - Minutes and Actions of the Board of Public Works meeting of April 10, 2023.
 - Minutes and Actions of the Public Policy and General Government meeting of April, 10, 2023:
 - 2. License List.
 - 3. Request to Hold Event/Street Closing.
 - Minutes and Actions of the Finance Committee meeting of April 10, 2023:
 - 3. Approval of modifications to the Edgewater Relocation Assistance Program.
 - 4. Approval of updated investment policy.
 - 5. Award Wayfinding Signage Contract to SignArt.
 - 6. Approval of contract with AVIA Design Group for the production and installation oversight of wayfinding signage in an amount not to exceed \$10,500.
 - 7. Approve application of grants for business incubator.
 - 8. Approval of Claims Paid.
 - 10. Acquisition of the property located at 5498 Golla Road (Parcel ID 020240826-13.05) and an unaddressed parcel bounded by Golla Road and Regent Street (Parcel ID 020240826-14.03).
 - Statutory Monthly Financial Report by Comptroller/Treasurer.
7. Amendment to Ch. 21.03(21) Lawn Maintenance regarding permanent implementation of "No Mow May".
8. Ordinance - Term limits for Mayor and Alderpersons.

9. Resolution - A request from Jim Buchholz, representing the University of Wisconsin Board of Regents, to rezone three unaddressed parcels off of Vine Street (Parcel ID 281240828100812, 281240828100115 & 281240828100737) from "R-2" Single Family Residential to "C" Conservancy.
10. Assignment of Amended and Restated Development Agreement of the North Side Yard Project.
11. To award the 2023 Streets Improvement Project #23-01 to Integrity Grading and Excavating, Inc. for an amount not to exceed \$4,571,465.74.
12. To award the second phase of the Emerson Park redevelopment project #23-10 to Earth Inc. for an amount not to exceed \$200,775.
13. To award the KB Willett Ice Arena building addition & Goerke Park improvement project #22-18 to Altmann Construction Company Inc. for an amount not to exceed \$2,866,500.
14. To award the 2023 Road Resurfacing Project #23-02 to A-1 Excavating LLC for an amount not to exceed \$2,867,083.87.
15. Ordinance Amendment - To approve the amendment in Chapter 9, Section 9.05 as it relates to parking.
16. Ordinance Amendment - To approve the amendment in Chapter 24, Section 24.27 as it relates to parking violations.
17. Approval of lease with the Boys and Girls Club of Portage County for space at 933 Michigan Ave.
18. Disallowance of Claim; Mike Splinter for damage to a vehicle due to pothole.
19. Recognition and Parting Comments from outgoing Alderpersons Dalton and Johnson.
20. Adjournment.

RMC – Revised Municipal Code

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

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

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

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

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

**March 20, 2023
7:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 845 4295 1210 | Passcode: 932380

By Computer: [Zoom Link](#)

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

Agenda

1. Roll Call.

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

Others

Present: Mayor Wiza, Clerk Yenter, Chief Kussow, Director Kernosky, Chief Moody, C/T Ladick, Director Kremer, Facilities Supervisor Hylla, Attorney Beveridge, 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.

Bill Bushman, 5516 Elmwood Avenue, spoke about the ATV route that was approved by the City and asked when it could come back for reconsideration.

5. Presentations to the Mayor and Council:

- **Timmy & Danielle from the Boys and Girls Club of Portage County.**
- **Madison Matijevich & Don Wigington from Mid-State Independant Living Choices.**
- **County Executive John Pavelski - Master Facilities Plan for Portage County**

Jimmy Cooper and Danielle Belsky of the Boys and Girls Club of Portage County gave a brief overview of their request for space usage and the programs that would be relocated.

Madison Matijevich gave an overview of the Mid-State Independant Living Choices program and the services that are provided.

County Executive John Pavelski spoke about a Master Facilities Plan for Portage County.

Mayor Wiza asked the council if anyone objected to moving item number 25 of the agenda up to number 8. There were no objections.

Consideration and Possible Action on the Following:

6. Consent Agenda:

Minutes of the Common Council Meeting of February 20, 2023.

Actions of the Police and Fire Commission meeting of March 9, 2023:

3. Confirmation of Bills.

7. Discussion, with possible action, on approval to start Kylie Bachaus on the same date as William Klismith (May 22, 2023), with the expected retirement of Officer Alan Raasoch on June 29, 2023.

Minutes and Actions of the Plan Commission meeting of March 6, 2022:

2. Report of the February 6, 2023 meeting of the City Plan Commission.

15. Discussion only on a potential amendment to the Zoning Code's definition of 'family.'

16. February 2023 Monthly Report.

17. Director's Report.

Actions of the Board of Water and Sewerage Commissioners meeting of March 13, 2023:

2. Approval of minutes.

3. Approval of department claims.

Actions of the Airport Commission meeting of March 13, 2023:

2. Approval of minutes.

3. Approval of department claims.

Minutes and Actions of the Personnel Committee meeting of March 13, 2023:

2. Request for Incentive Payment consistent with Administrative Policy 2.13 "Pay for Performance."

3. Request to hire an LTE in Human Resources.

Minutes and Actions of the Board of Public Works meeting of March 13, 2023.

Minutes and Actions of the Public Policy and General Government meeting of March 13, 2023:

2. License List.

3. Request to Hold Event/Street Closing.

Minutes and Actions of the Finance Committee meeting of March 13, 2023:

2. Approval of funding in the 2025 Capital Budget for a new Pierce Fire Apparatus for the Stevens Point Fire Department.

8. Approval of Claims Paid.

Statutory Monthly Financial Report by Comptroller/Treasurer.

Mayoral Appointments:

- Neil Prendergast to the Transportation Commission to fill the unexpired term of Jessa Michie expiring April 30, 2025.

- Tom Zenner to the Police and Fire Commission to fill the unexpired term of Brandon Taylor expiring April 30, 2027.

- Supplemental Election Official List for 2022-2023: see attached.

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

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

Nays: None. Motion carried.

7. Ordinance Amendment – Fee for Temporary Premises Extension.

Ald. Johnson moved, Ald. Dalton seconded, to approve the fee for temporary premises extension.

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

Nays: None. Motion carried.

8. To award the 2023 Bituminous Patching Project #23-03 to American Asphalt of Wisconsin for an amount not to exceed \$136,062.25.

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

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

Nays: None. Motion carried.

9. To award the 2023 Curb, Gutter and Sidewalk Repair Project #23-05 to BMD Concrete Innovations for an amount not to exceed \$82,688.11.

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

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

Nays: None. Motion carried.

10. To award the 2023 Police Department Roofing Project #23-09 to Maurer Roofing Inc. for an amount not to exceed \$37,835.00.

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

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

Nays: None. Motion carried.

11. Update on rate adjustments to the Water, Wastewater & Stormwater Utilities.

Director Lemke gave an overview of the rate adjustments.

Ald. Christianson moved, Ald. Dalton seconded, to approve the rate adjustments.

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

Nays: None. Motion carried.

12. To approve the ordinance amendments in Chapter 9, Section 9.05 as they relate to parking.

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

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

Nays: None. Motion carried.

13. Ordinance Amendment: 4.05(2) Filing of List of Claims, to include the process for approving claims related to the enterprises (Utilities, Transit, Airport).

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

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

Nays: None. Motion carried.

- 14. Resolution - A request from Susan Schuller for a conditional use permit to renovate an existing detached garage into an accessory dwelling unit on an unaddressed parcel off of Fourth Avenue (Parcel ID 281240830400909), consistent with Ch. 23.01(14).**

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

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

Nays: None. Motion carried.

- 15. Resolution - A request from Dave Wogernese, representing Growth Hotels LLC, for a conditional use permit to construct a hotel on an unaddressed parcel off of John Joanis Drive (Parcel ID 281230802400412), consistent with Ch. 23.02(2)(c)(3)(i).**

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

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

Nays: None. Motion carried.

- 16. Resolution - A request from Tyler Ignatowski for a conditional use permit to construct multiple duplexes on the property located at 2501 Minnesota Avenue (Parcel ID 281230804100204) and 2833 Patch Street (Parcel ID 281230804100203), consistent with Ch. 23.01(13)(f).**

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

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

Nays: None. Motion carried.

- 17. Resolution - A request from Butch Weege, representing St. Paul's Lutheran Church, for a conditional use permit to construct an addition onto the parochial school located at 1919 Wyatt Avenue (Parcel ID 281240832404806) and 1901 Wyatt Avenue (Parcel ID 281240832404808) using modified street setback requirements, consistent with Ch. 23.02(1)(e)(3)(a) & Ch. 23.02(1)(d)(4).**

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

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

Nays: None. Motion carried.

- 18. Ordinance Amendment - A request from the City of Stevens Point to amend Chapter 25, Sign Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends Sections 25.03 and 25.06 for the purpose of defining athletic field signage and outlining permitting requirements for such signs.**

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

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

Nays: None. Motion carried.

- 19. 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) for the purpose of athletic field signs not being considered off-premises signs.**

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

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

Nays: None. Motion carried.

- 20. 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 23.01(12) for the purpose of establishing a uniform addressing system for buildings located in the City of Stevens Point.**

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

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

Nays: None. Motion carried.

- 21. Ordinance Amendment: Repealing Subsections (1) – (5) of Section 30.08 – Building Numbering and Renumbering subsections (6) – (8).**

Ald. Morrow moved, Ald. Shuda seconded, to approve the ordinance amendment.

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

Nays: None. Motion carried.

- 22. Ordinance Amendment - A request from the City of Stevens Point to amend Chapter 25, Sign Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 25.03 for the purpose of exempting identification signs from adhering to wall sign size limitations.**

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

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

Nays: None. Motion carried.

- 23. Resolution - A request from Matt Schneider, representing Mid-State Technical College, for a sign variance to install two freestanding signs on the property located at 5000 Coye Drive (Parcel ID 281230802200043), consistent with Ch. 25.14.**

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

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

24. A request from the City of Stevens Point to acquire three unaddressed parcels off of Maria Drive (Parcel ID 281240829240033, 281240829240046 & 281240829240047), consistent with Wis. Stats. 62.23(5).

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

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

25. A request from the City of Stevens Point to acquire five unaddressed parcels located off of Brilowski Road and Old Highway 18 (Parcel ID 281240836320102, 020240836-11.01, 020230801-06.01, 020240836-12 & 020230801-05.01), consistent with Wis. Stats. 62.23(5).

Gretchen Steinmetz, 1833 Halstad Drive, spoke against the purchase of the parcels and voiced concerns over their usage.

James Meronk, 5648 Hunter Oaks Drive, spoke about the proposed plans that have been made for the land, and asked the council to vote no.

Bill Bushman, 5516 Elmwood, recommended an appraisal based on usage and shared his concerns about the land having been used as agricultural land.

Director Kernosky gave a brief overview of the recommendation to acquire the five parcels.

Ald. Johnson moved, Ald. Plaisance seconded, to postpone indefinitely and have further discussions about use.

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

Ald. Dalton moved, Ald. Shorr seconded, to approve the purchase.

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

26. Approval of establishing a financial assistance program for re-opening permanently filled window openings with a one-time allocation of \$20,000 from TIF #6 to the aforementioned program.

Ald. Christianson moved, Ald. Shorr seconded, to approve the financial assistance program.

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

27. Adjournment.

Adjourned at 8:49 p.m.

**CITY OF STEVENS POINT
SPECIAL COMMON COUNCIL MEETING MINUTES**

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

**April 6, 2023
5:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 862 7913 6024 | Passcode: 298293

By Computer: [Zoom Link](#)

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

1. Roll Call.

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

Excused: Ald. Shorr, Morrow.

Others

Present: Mayor Wiza, Chief Kussow, Chief Moody, Director Lemke, C/T Ladick, Alderperson Elect Birr, Alderperson Elect Lang.

- 2. Discussion and Possible Action relating to options associated with a downtown site for the County Campus Facility that include, but is not limited to:**
- a. Review and Presentation of communication between the City of Stevens Point and Portage**
County relating to the potential development of a County Campus Facility.
 - b. Potential transfer of ownership of the Lincoln Center and surrounding parking lots from the City to the County.**
 - c. Potential transfer of ownership of Municipal Lot 18 from the City to the County**
 - d. Potential transfer of ownership of 1466 Water Street and Municipal Lot 23.**
 - e. Potential transfer of ownership of the City's portion of the City/County Building at 1515 Strongs Avenue and the parking lot between Church Street and Plover Street.**
 - f. Potential vacation and abandonment of utilities within Arlington Place (between Strongs Avenue and Water Street) and a portion of Elk Street (south of Arlington Place).**

Director Kernosky gave a brief presentation.

County Executive Pavelski and County Board Supervisor Haga provided feedback while answering public and alderperson questions.

Samuel Lang asked if the council approved all the properties if there would be enough space for the county to move forward.

Bonnie Maher, 1100 Brawley Street, spoke about using the riverfront property for stores rather than a

justice center.

Bill Maher, 1100 Brawley Street, spoke about his time with the Justice Coalition and the need for a new courthouse with separate corridors for prisoners and staff.

Andrea Olson, 410 Franklin Street, questioned the amount of acreage needed for the square footage being proposed and spoke against giving the county Lot #23.

Ald. Dalton moved, Ald. Johnson seconded, to approve all items other than 1466 Water Street and Municipal Lot 23.

Call for the vote: Ayes: Christianson, Keymer Zarazua, Johnson, Plaisance, Kneebone,
Shuda, Dalton, Fishler.
Nays: none; Motion carried.

Ald. Johnson moved, Ald. Dalton seconded, to have any future use of 1466 Water Street and Municipal Lot 23 come back to the body for approval.

Call for the votes: Ayes: Fishler, Dalton, Shuda, Kneebone, Plaisance, Johnson, Zarazua, Keymer,
Christianson.
Nays: none; Motion carried.

3. Adjournment.

Adjourned at 6:59 p.m.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF APRIL 5, 2023**

- 1. Roll Call:** Commissioners Kirschling, Moore, Mrozek, Ostrowski, Zenner

Also Present: Police Chief Kussow, Fire Chief Moody, Assistant Chief Rottier, Assistant Chief Williams, Lt. Johnson

Commissioner Moore welcomed Commissioner Thomas Zenner to the PFC.

2. Approval of Minutes

Commissioner Mrozek moved, seconded by Commissioner Kirschling, to approve the minutes of the March 9, 2023, meeting as presented.

Ayes, all; nays, none. Motion carried.

3. Confirmation of Bills

Commissioner Ostrowski moved, seconded by Commissioner Kirschling, to approve the confirmation of the March 2023 bills.

Ayes, all; nays, none. Motion carried.

4. Police Chief's Report

- Met with Cole Peterson's parents and Eric Duffy's parents to discuss ways to prevent more drownings in the river.
- Assisted Dept. of Revenue with numerous issues at ICON bar.
- Ready Transport started on April 1st to assist with transports on Emergency Detentions.
- Officer Clark and Officer Wierzba issued Life Saving Award for overdose.
- Monthly PGA update

Personnel: 45/49

Note of Interest:

- 3-1-23 Lt. Johnson hosted a pizza party for 23, 6th grade Safety Cadets at Bannach School.
- Lt. Johnson hosted another pizza party for 40 Safety Cadets at Jefferson School. The group consisted of 4th, 5th and 6th graders.

- 3-2-23 Honor Guard assisted with the funeral for former Sheriff Ron Borski.
- 3-2-23 the Police Department met with school and City officials to discuss the traffic concerns around Ben Franklin Middle School before and after school hours. Some suggestions were made as well as alternatives presented to the District.
- 3-3-23 Lt. Uitenbroek and Asst. Chief Williams attended the ICS 300 training for large scale events at Portage County Sheriff's Office Emergency Government.
- 3-6-23 Chief Kussow and Lt. Johnson met with the Portage County Tavern League and after a suggestion was made Lt. Johnson began working with Streets Personnel to get 7 "Free Parking during the day" signs put up in the downtown area. Specifically in Lot 2, Lot 7 and Lot 16.
- 3-8-23 Lt. Johnson presented Run, Hide, Fight to approx. 20 staff at the Country Inn and Suites.
- 3-14-23 Lt. Johnson and Lead Officer Beach attended the Law Enforcement Career Day at UW-Platteville. Approximately 75 other agencies from around the state, Illinois, Iowa and Federal Departments were present as well.
- 3-15-23 Lt. Johnson and School Resource Officer Kramer attended the College and Career Fair at SPASH. At this event the Officers spoke with many students who had questions or interests in Law Enforcement or the Stevens Point Auxiliary Unit.
- 3-28-23 Meeting and training for implementation of online scheduling.
- 3-29-23 Lt. Johnson met with Emergency Response Personnel with Festival Foods and did a walk-through of their facility. During the walk-through safety concerns were discussed as well as future training plans for staff.
- 3-30-23 AC Williams, Mayor Wiza, Chief Kussow, Lt. Johnson, Director Kramer, Lt. James(UWSP), Stacey Duellman (UWSP Director of Center for Prevention), Superintendent Scott Halverson, and the Duffy Family, met to discuss potential safety improvements to Pfiffner Park and combatting underage drinking in Stevens Point.

Calls of Interest:

- 03-30-23, Assist Wisconsin Dept. of Revenue with compliance check at ICON Bar. Violations observed and addressed, no licensed bartender and multiple violations identified by Dept. of Revenue agents.
- 03-28-23 Physical Disturbance, 500 blk of Bliss, male suspect left the scene prior to police arrival. Male suspect was later located and arrested on domestic charges and a warrant.
- 03-26-23 OverDose, 700 blk of Johns Dr. Officer responded to report of a man down outside of the complex. Officers responded and assisted med. Unit with two doses of naran. Further investigation led officers to believe the male used meth and heroin.
- 03-25-23 Stolen Vehicle, Auto Zone, vehicle owner left vehicle running with keys in it unlocked. Further investigation by SPPD Officers located the vehicle. Contact was made with 4 suspects at the residence at which the vehicle was located. During the investigation, an amount of meth was located as well as other drug paraphernalia. All 4 subjects were arrested on Probation Holds.
- 03-25-23 OverDose Death, 700 blk of Johns Dr., Officers responded to investigate a report of possible dead body. Upon further investigation, a deceased male was located in the apartment with evidence of possible Drug related OverDose. SPPD Detectives were called to the scene to investigate.
- 03-25-23 Assist Portage County Sheriff's Office with Vehicle Pursuit when a high speed pursuit entered Stevens Point PD Jurisdiction. The tires of the suspect vehicle were deflated with spike strips. The occupants of the suspect vehicle were taken down at gun point during a high risk vehicle stop.

- 03-23-23 Suspicious Vehicle, Auto Zone, SPPD Officer made contact with a male occupant. The male occupant had several warrants, probation hold, and bail jumping. During police contact, the male suspect admitted to swallowing narcotics that required further medical assistance.
- 03-21-23 Physical disturbance between males, Mead Park, Suspects had left prior to Officers arrival. Later one of the parties presented at the Hospital with injuries and claimed he had been beaten and robbed of his wallet and phone.
- 03-20-23 Assist Med Unit, Officers responded to 1600 Division for a report of a female having a heart attack as result of Meth use. Further investigation with the male associated with her led to his arrest for Felony Bail Jumping.
- 03-12-23 Disturbance, 1000 blk of First St. Female in the hallway causing a disturbance due to her meds being off. Female was arrested on Probation and Parole warrant.
- 03-15-23 Burglary In Progress, SPPD Officers responded to the Country Club based on a report of suspects stealing which was verified by live video. SPPD Officers arrived first and placed a male in custody who was later turned over to Portage County as the address is in Portage Co. Sheriff's jurisdiction.
- 03-16-23 Physical Disturbance, YMCA, SPPD Officers responded to investigate a report of two male physically fighting. Further investigation led to one male being arrested on Probation Warrant and the other trespassed from the premise.
- 03-14-23 Physical Domestic Disturbance, 500 blk of Johns Dr. Officers were called to the residence for a physical disturbance. Upon further investigation, the female was arrested for battery and domestic Disorderly conduct.
- 03-11-23 OverDose, Econo Lodge, Officer responded to 911 call that a male had overdosed. Officer arrived and provided Narcan and performed CPR. Male victim was later learned to have an active warrant, which was not acted upon due to medical concerns. SPPD Officers later received lifesaving award for their efforts.
- 03-11-23 Physical domestic disturbance, 2000 blk of Ellis, Officer responded to report of family holding a male down. Officer escorted the male out of the residence, while doing so he punched a window causing self-injury in need of medical attention. Upon further investigation, the injured subject's mom and mom's boyfriend were arrested for battery and DC charges domestic related. Another male juvenile had a battery warrant from West Allis, which was addressed.
- 03-09-23 Disturbance, Caller reported that he was being followed by a male. Further investigation by Officers of the matter learned the caller had a warrant. The caller was located in the area and fled officers on foot. Suspect was apprehended and taken into custody on warrant and fresh charges.
- 03-07-23 Suspicious, 1430 Torun Rd. Officers responded to male who was under the influence of narcotics. The male injured himself while attempting to enter a trailer that was not his. The male then made entry to a nearby vehicle that was not his. The male was bleeding due to his injuries. A Probation and Parole warrant and fresh charges were not acted upon at that time as medical attention was needed.
- 03-07-23 Disturbance, 1600 Academy Festival Foods, Officers responded to report of male causing a disturbance yelling at himself and fake shooting people with his finger gun. The male was contacted and arrested on disorderly conduct, bail jumping, and probation hold.
- 03-04-23, Missing Person/ Death investigation. SPPD Officer were called to 200 blk of Minnesota for a welfare check on 20 yr old male who was missing. Upon further investigation by patrol and Detectives and active searches of geographical areas it was determined the male may have gone through the Ice on the Wisconsin River. Mutual aid by area departments to include the Marathon Co. Sheriff's Dept. Dive team located the body of the 20 year old male in the Wisconsin River.

03-03-23 OverDose, 3000 blk of Michigan Av. Officers investigated and found evidence of a domestic disturbance in which the male caller beat the female who Overdosed. The male was arrested and Jailed.

- 03-01-23 Disturbance after the fact that involved a gun, Female reported that a known male was flashing gun at her when she was following him in Wausau. Female complainant reported finding a gun in her vehicle that was confiscated by officers when she reported to the Police Department to make the complaint. Request for charges sent to District Attorney's office.

**Monthly Use of Force Reporting (annual total in parenthesis): Number of
Use of Force Incidents: 3 (8)**

March Use of Force Summaries

- 3/9/23 – Officers located an individual walking on the sidewalk who had an actable warrant for their arrest. One Officer tried to get the subject to stop walking by asking the subject a question. The subject did not listen, dropped their belongings and began running from Officers. Officers pursued the subject for a short distance, where the subject stopped, pointed a finger gun at an officer and began to imitate shooting the Officer. Another Officer came up to the other side with their taser deployed. Officers then handcuffed the subject. The subject continued to be verbally resistive and uncooperative. The subject claimed injury and asked for an ambulance. The subject was later taken for medical clearance and once inside the Emergency Room, the subject refused to obey officers and tried to head butt an officer. At this point, the subject was pushed onto the bed. The subject continued being verbally abusive toward Officers. The subject was later taken to jail without incident. The subject claimed injury, but no injuries were located.
- 3/23/23 – Detectives assisted an outside agency with the execution of a narcotics warrant. During the execution Officers pointed their duty weapons at occupants inside the residence until they were taken into custody. No injuries.
- 3/23/23 - Detectives assisted an outside agency with the execution of a 2nd narcotics warrant. During the execution Officers pointed their duty weapons at occupants inside the residence until they were taken into custody. No injuries.
- 3/24/23 – Officers assisted Portage County Sheriff's Office with a high-speed pursuit that came into the City of Stevens Point. The suspect vehicle stopped and SPPD Officers along with PTSO Deputies took the suspects in the vehicle into custody. While the Officers were doing this they pointed their firearms at the suspects. No injuries.
- 3/25/23 – Officers were investigating a stolen vehicle complaint. Officers located the stolen vehicle in a garage, occupied by 4 people. Officers surrounded the residence along with the assistance of K9 Barry. Officers had their firearms out and when contact was made with the suspects, the Officers pointed their firearms at the suspects. K9 Barry was held on a leash and was also used as a display of force to get the suspects to cooperate with the Officers. All 4 of the suspects were taken into custody without injury.
- 3/26/23 – A driver fled from a SPPD Officer during a traffic stop. The fleeing driver was located by another Officer nearby. That Officer pointed their taser at the suspect, however the suspect kept running. Eventually the suspect fell and allowed the Officer to catch up. The Officer then tackled the suspect to the ground, where the suspect got some scrapes on their knees. The suspect was later arrested for OWI.
- 3/29/23 – SPPD Officers assisted PTSO Deputies after a suspect fled from a traffic stop in Stevens Point. One SPPD Officer was able to locate and catch up to the suspect and tackled him to the ground. The suspect was then taken into custody without injury to the suspect or the Officer

Mental health related incidents: Officers Responded to the following in February:

- Total welfare checks for 2023 = 215
- 87 welfare checks
- 7 voluntary
- 6 Chapter 51's

Training:

- 3-6-23 Ofc. Morton, Ofc. Hessel and Ofc. Solis attended Crisis Intervention Training in WI Rapids.
- 3-6-23 to 3-17-23 Det. Lepinski attended Division of Criminal Investigation's narcotics school in Oshkosh, WI.
- 3-21-23 Ofc. Yang, Det. Poeschel, Ofc. Hessel and Ofc. Morton attended Department of Justice training in Best Practices for First Responders and investigations of sexual assaults at the SPPD.
- 3-30-23 Ofc. Hessel and Ofc. Solis attended Precision Immobilization Technique training in Merrill, WI.

Field Training (FTO):

Auxiliary Unit:

- Total events: (w/out Aux. Mtgs) = 2
 1. UWSP Hockey
 2. Point Bock Run
- Total Hours without ride along / = 27
- March meeting included Emergency Vehicle Operations Course with hands on simulated traffic control.
- Auxiliary Unit worked with Community Media to film footage for recruitment video.

School Resource Officers:

SPASH

- 85 calls for service, including the following:
- -5 Truancy citations
- -6 vaping investigations, 2 citations issued
- -2 citations for sexting
- -2 securely internet gun search alerts-both investigated and cleared with no issues.
- -2 weapons related investigations/searches of student-cleared without issue
- -2 fights-cleared with school consequences
- -2 theft complaints-both items located and returned
- - 5 welfare checks
- -5 10-50's
- -1 gift card handed out for a vaping tip.

Vaping continues to be a significant issue, and we are exploring use of an educational course for first time violators to complete in lieu of a citation. If the course is not successfully completed, a citation would then be issued.

PJ Jacobs

- Calls for service - 137
- School consequences issued - 55
- Citations for vapes issued - 4
- Citations for DC issued - 2
- Juvenile referrals - 6 • Truancy citations - 2
- 2 \$10 gift cards issued for tips which lead to the arrest of students with vapes.

SRO Quisler responded to two significant calls from Madison Elementary school. One call involved a 10 year old who brought an airsoft pistol to school, which was discovered after school on the playground. The other call involved a 12 year old boy who punched a phy ed teacher multiple times. Both students received out of school suspensions in addition to police consequences.

Ben Franklin

- Calls for service - 93
- School consequences issued - 43
- Citations for Disorderly Conduct - 5
- Citations for Truancy - 3
- Juvenile Referrals - 1 - For Disorderly Conduct
- Youth Enrichment Service Referrals - 1 New
- 1 - \$10 Gift Card issued for a Vape tip

Ben Franklin had 2 incidents, 1 at school and 1 at Gateway afterschool, where students threatened to obtain a gun and shoot another student. 1 of those students is attending a different school now and the other is being checked for weapons when they arrive at school for the remainder of the school year.

Ben Franklin saw multiple students finish up their programing with the Youth Enrichment Service Center and are now attending full-time at school with bi-weekly visits by YES staff.

Commissioner Moore moved, seconded by Commissioner Zenner, to approve the Police Chief's report and place it on file for March 2023.

Ayes, all; nays, none. Motion carried.

5. Fire Chief's Report

- Took delivery of Truck 22 on March 6th and training is currently going on. Will be in service April 14th at Station 2.
- Donation from Kwik Trip for \$3,000. Put towards gas meters.
- Hosted Traffic Incident Management Enhancement program for 3 days with DOT and State Patrol.
- Paramedics are working on their National Registry renewals.

47 Members Approved
45 positions Funded
41 Staffed

Significant Events

- Truck 22 Delivered 03/16/2023
- Kwik Trip donation 3,000 for MSA 4 Gas Meter 03/30/2023

Mutual and Automatic Aid Fire Response: (4)

- 617 Division Street (City) YTD (10)
03/07/2023
- 2009 College Ave (City) 03/08/2023
- 190 Crossroads Commons (Plover) 03/16/2023
- 2040 County Highway HH (Plover) 03/17/2023

Fires

- Structure Fires-0 YTD (4)
- Vehicle Fires-1 YTD (1)
- Brush, Grass, Wildland Fires-0 YTD (0)
- Trash/Dumpster Related Fires-0 YTD (0)
- Cooking Incidents-1 YTD (5)
- Chimney Fire -0 YTD (1)
- Excessive Heat, Scorch, No Fire-4 YTD (5)
- Electrical Issues-1 YTD (5)

EMS/Rescue

- EMS Assist Calls-60 YTD
(173)
- Assist Invalid-0 YTD
(0)
- Vehicle Accidents-0 YTD
(5) • EMS Standby-0
YTD (0)
- Assist Other Government Agency-1 YTD
(1)
- EMS Call, Other-0 YTD (1)

Alarms

- False Alarms Responses-12 YTD
(26)

Hazardous Materials

- Carbon Monoxide Detected-2 YTD (2)
- Natural Gas Detected-2 YTD (4)
- Gasoline and Flammable Leak/Spill-0 YTD (1)
- Hazardous Investigation nothing found-4 YTD (8)
- Oil/Combustible Spill included Vehicle Accidents-0 YTD (0)
- Chemical Spills-0 YTD (5)

Other Incidents

• Animal Rescue-0	YTD (0)
• Burning Regulation Issues-2	YTD (2)
• Citizen Complaints-0	YTD (0)
• Water/Steam Leak-0	YTD (0)
• Smoke Scare, Odor of Smoke, Steam Mistaken for smoke-1	YTD (4)
• Ring Removal-1	YTD (1)
• Dispatched and Cancelled Enroute-4	YTD (10)
• Nothing Found on Arrival- 0	YTD (0)
• General Service Call-0	YTD (0)
• Bomb Scare-0	YTD (0)

Technical Rescue

• Water/Ice Incidents-2	YTD (4)
• Rope/High Angle Rescue-0	YTD (0)
• Extrication of Victim from Elevator-0	YTD (1)
• Extrication of Victim from a Vehicle-0	YTD (1)
• Extrication of Victim from Building-0	YTD (0)

Monthly Total (98)

Year to Date Total (268)

Total Fire Losses City Property-\$0

YTD: \$10,0000

Total City Property Saved-\$0

YTD: \$2,067,600

Monthly Training:

- Building Construction
- Material Properties and Effects
- Traffic Incident Management
- Computer Aided Dispatch
- NFIRS Reports
- High Voltage Auto Extrication
- Patient Refusal and Pain Management
- Ventilator Bi-pap

Public Activities:

o DNR Work Capacity Standby	09/09/2023
o SPASH Career Fair	03/15/2023
o Explorer Post Meeting (SCBA familiarization)	03/15/2023
o SPASH outreach Lunch	03/16/2023
o Hands Only CPR	03/22/2023

Training:

- Stevens Point Fire Department hosted the State of Wisconsin's Traffic Incident Management Enhancement (TIME) Program.
- Dr Sinclair from Aspirus provided valuable Ventilator/ CPAP/BiPAP training to all three crews.

- About half of our Paramedic completed our National Registry renewal. The other half will be renewed next yr.

Public Education: FF/ Medic Tim Ewers taught "Hands only CPR First Aid/ Narcan" to UWSP staff.

Partnership: Provided EMS Stand for the Wisconsin DNR Work Capacity Test for Fireline staff

SPASH Career Fair:

Stevens Point Fire and Ambulance Service participated in the Stevens Point Area Senior Highschool career fair. Students got to interact with Firefighter Paramedics about a career in Fire and EMS the also had hands on experience with the Choking vest where they got give the Heimlich maneuver and used the virtual Fire Extinguisher prop. Special thanks to BC Kedrowski, FF/Medic Sam Kessenich, FF/Medic Bryce Moseley, FF Medic Naomi Hionis.

Commissioner Kirschling moved, seconded by Commissioner Ostrowski, to approve the Fire Chief's report and place it on file for March 2023.

Ayes, all; nays, none. Motion carried.

6. Discussion, with possible action, to hire new Firefighter/Paramedic candidates, after running an entry level FF/PM interview process.

Would like to move forward with the hiring process of three new Firefighter/Paramedic candidates and looking for approval from the Commission. The candidates are Dylan Herless, Justin Peppard, and Madelyn Avery as new entry level Firefighters/Paramedics within the organization.

Commissioner Moore moved, seconded by Commissioner Kirschling, to approve hiring the three new Firefighter/Paramedic candidates.

Ayes, all; nays, none. Motion carried.

7. Review of the 2022 Annual Report for the Stevens Point Fire Department.

Report will be available on the city of Stevens Point website. Chief Moody wished to point out the members of the Fire Department put the report together and new Admin Asst Karyn Baxter has stepped up and did a lot to make this happen. They need to be recognized for all their hard work.

Commissioner Kirschling moved, seconded by Commissioner Zenner, to accept the 2002 Annual Report for the Stevens Point Fire Department.

8. Adjournment

The meeting adjourned at 2:48 p.m.

REGULAR MEETING MINUTES

Board of Park Commissioners

April 5, 2023 - 6:30 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

OR

[Zoom Teleconferencing](#)

Meeting ID: 889 7693 1287 | Passcode: 123456

By Computer: [Enter Meeting](#)

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

I. Discussion and Possible Action on:

1. Roll Call.

Present: Freckman, Glodosky, Alder Keymer, McDonald, Okonek, Sorenson, Winn, Zarazua. Przyblyski arrived at 6:45 pm.

Absent: Alder Shorr

Also Present: Director Kremer, Superintendent Halvorsen, Programs and Facilities Supervisor Anne Hylla, Steven McKay, Ross Rettler, Rebecca Ramirez, Amanda Heineck

2. Approval of December 7, 2022 meeting minutes

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

3. Presentation of the Comprehensive Outdoor Recreation Plan by Rettler Corporation.

No Action Taken

4. Approval of the Comprehensive Outdoor Recreation Plan for the City of Stevens Point.

Motion to approve the Comprehensive Outdoor Recreation Plan with the inclusion of the comments from the park commission this evening by Winn, second by Glodsky; motion passed 10-0.

5. To award the second phase of the Emerson Park redevelopment project #23-10 to Earth, Inc. for an amount not to exceed \$200,775.

Motion to award the contract for Emerson Park redevelopment to Earth, Inc in the not to exceed amount of \$200,775 made by Freckman, second by Przyblyski; motion passed 10-0.

6. To award the KB Willett Ice Arena building addition & Goerke Park improvement project #22-18 to Altmann Construction Company Inc. for an amount not to exceed \$2,866,500.

Motion to award the KB Willett building addition and Goerke Park improvement project to Altmann Construction Company Inc. in the not to exceed amount of \$2,866,500

made by Okonek, second by Alder Keymer; motion passed 10-0.

7. Request to serve alcoholic beverages during roller derby bouts on May 20, June 3, July 15 and August 12 by Mid-State Roller Derby.

Motion by Glodosky to approve the serving of alcoholic beverages at the KB Willett on May 20, June 3, July 15 and August 12 as presented, second by Winn; motion passed 10-0.

8. Winter season division reports presented by Anne Hylla (facilities and recreation) and Scott Halvorsen (parks).

No action taken

9. Director's Report

- 1. Zamboni**
- 2. Pfiffner Pioneer Park bandshell project update**
- 3. KB Willett Ice Arena roof project update**
- 4. New full-time team members hired by the department (Emily Morris-Larsen and Ben Kirmse)**
- 5. Plover River Crossing project update**

10. Adjournment.

Motion to adjourn made by Okonek; second by Glodosky; motion passed 10-0. Meeting adjourned at 7:42 pm.

REPORT OF CITY PLAN COMMISSION

April 3, 2022 – 6:00 PM

In-Person & Zoom Conference Call Meeting

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

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn, Planner Klesmith, Technician Mohr, Alderperson Keymer, Alderperson Shuda, Allison Birr, Jim Buchholz, Monica Prendergast, 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 March 6, 2023 meeting of the City Plan Commission.
3. Public Hearing and action on a request from Jim Buchholz, representing the University of Wisconsin Board of Regents, to rezone three unaddressed parcels off of Vine Street (Parcel ID 281240828100812, 281240828100115 & 281240828100737) from "R-2" Single Family Residential to "C" Conservancy.
4. Discussion and possible acceptance of the 2023 McDill Pond Management Plan.
5. Director's Report. *A verbal report will be provided during the meeting.*

Closing Section:

6. Adjourn.
-

Opening Section:

1. Roll call.

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

Excused: Rice

Discussion and possible action on the following:

2. Report of the March 6, 2023 meeting of the City Plan Commission.

Motion by Commissioner Cooper to approve the report of the March 6, 2023 Plan Commission meeting; seconded by Commissioner Ilten.

Motion carried 6-0.

3. Public Hearing and action on a request from Jim Buchholz, representing the University of Wisconsin Board of Regents, to rezone three unaddressed parcels off of Vine Street (Parcel ID 281240828100812, 281240828100115 & 281240828100737) from "R-2" Single Family Residential to "C" Conservancy.

Associate Planner/Zoning Administrator Kuhn summarized the request to rezone three unaddressed parcels from R-2 Single Family Residential to Conservancy. After review, staff held no further concerns and recommended approval as presented.

Mayor Wiza declared the public hearing open.

Jim Buchholz (2419 North Point Dr), Director of Schmeeckle Reserve, provided testimony in support of the request. Their intent was to provide further protections to donated lands, in addition to having the zoning be consistent with the remainder of the reserve.

Mayor Wiza declared the public hearing closed.

Several commissioners commended the applicant's request.

Motion by Alderperson Kneebone to approve the request from Jim Buchholz, representing the University of Wisconsin Board of Regents, to rezone three unaddressed parcels off of Vine Street (Parcel ID 281240828100812, 281240828100115 & 281240828100737) from "R-2" Single Family Residential to "C" Conservancy; seconded by Commissioner Schuler

Motion carried 6-0.

4. Discussion and possible acceptance of the 2023 McDill Pond Management Plan.

Associate Planner/Zoning Administrator Kuhn noted that he had nothing further, but planning committee members for McDill were available for questions.

Mayor Wiza clarified that while the City was an active overall partner for McDill Pond, the City did not have anything to do with drafting the lake district report. Their only task as the commission was to either reject or accept the plan and place it on file.

Mayor Wiza asked for comments from the audience.

Meleesa Johnson (District Five) commended the Lake District for its efforts and reiterated that the management and costs fell onto those residents living along the corridor, of which she was grateful as everyone was able to enjoy their efforts.

Commissioners made the following comments:

- There was a brief back and forth on the lack of involvement the City had in drafting the report.
- Several commissioners commended the present representative in updating the report.

Motion by Alderperson Kneebone to approve the 2023 McDill Pond Management Plan and place it on file; seconded by Commissioner Arntsen.

Motion carried 6-0.

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

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:

13. Adjourn.

Meeting adjourned at 6:13 PM.

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

Attachments relating to agenda item 3: Rezone to Conservancy

[External] Support for rezoning



Stephen Faber <wismoose53@gmail.com>
To Adam Kuhn



3/28/2023

Hi Adam,

Although I'm sure there's no controversy about rezoning the Vine Street parcels to Conservancy, I will simply let you know I support this change. Jackie and I contributed part of this land to the Board of Regents for inclusion in Schmeeckle Reserve and are pleased to see the appropriate zoning change take place.

Steve Faber and Jackie Meyers
3008 Vine Street
Stevens Point WI 54481

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[External] Public hearing



Diana Durall <dmdurall@gmail.com>

To: Adam Kuhn



3/31/2023

 You replied to this message on 4/3/2023 8:46 AM.

Dear Mr. Kuhn,

Thank you for your notice regarding the public hearing that is scheduled for April 3 regarding the proposal to rezone parcels off of Vine Street. We live at 200 Indiana Ave. North and we support the proposal to rezone these from single-family residential to Conservancy. We are unable to attend the hearing, but wanted to voice our support to keep this land undeveloped. Please let us know if there is any more information we need to give in this matter.

Thank you,

Chris and Diana Durall

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**City of Stevens Point
Board of Water and Sewerage Commissioners
April 10, 2023 - 12:00 PM
Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

Meeting ID: | 820 26885705:

By Computer: <https://us02web.zoom.us/j/82026885705>

By Phone: (303) 715-8592

MINUTES

I. Discussion and Possible Action on:

1. Roll Call.

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

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

2. Approval of Minutes

Motion made by Ray Schmidt, seconded by Mae Nachman to approve the March 13, 2023 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Ray Schmidt, seconded by Mae Nachman to approve the department claims for the month of March as audited and read.

Ayes all. Nays none. Motion carried.

4. Design contracts for 2024 Street Improvement Projects & 2024 Reconstruction Project- Joel Lemke

It was approved last year to have the design contracts for the projects that are undertaken by the Utilities and Department of Public Works to be administered through the Public Utilities Department. The reason for making this change is to complete the design for upcoming projects on a timeline that allows for the distribution of the designs to other parties involved, WPS, Charter etc that need to coordinate their own work involvement concurrent with ours. We will bill the City for their portion of the invoices.

Motion made by Mae Nachman, seconded by Carl Rasmussen to approve the Clark Dietz - 2024 Street Improvement Project in the amount of \$143,000.00 and the Strand & Associates - 2024 Street Reconstruction Project in the amount of \$324,500.00.

Ayes all. Nays none. Motion carried.

5. Utility bill comparison report - Joel Lemke

Rate comparisons between Sevens Point and some neighboring communities were included in the packet as requested by the Commissioners so they can have a better perspective on where we stand. The comparison did not include storm rates because not all communities include them in their rates.

The comparisons were reviewed and the Commission requested to be provided comparisons whenever we are requesting a rate increase in the future.

6. Report on market rate study effort - Joel Lemke

Joel explained that the Personnel Committee will be acting on a new position that will include Emergency Manager duties and will be under the Fire Chief. Jason Draheim is currently the City's Emergency Manager and gets paid a stipend for those duties. Joel explained we received industry data on several positions within the department and rather than doing individual reclassifications/position evaluations, we engaged our pay plan consultant to evaluate the wages of the utility staff in addition to the Airport Manager and City Engineer (whom we share expenses with DPW). The study is underway and results will be delivered at the meetings in May.

7. Water Supply and Distribution Reports - Eric Southworth

Eric stated pumpage is down this month. The mill was down in March for two weeks to clean their machines which affected our total pumpage. Well 11 tank cleaning and inspection was completed and everything went well and we are waiting on the DNR report. The Water Street tower will be inspected later this spring. Annual hydrant flushing will be done May 8-11th.

8. Sewage Treatment Operations Report - Chris Lefebvre

Chris stated that the WWTP met all permit requirements for the month of March. A bearing went out on the biosolids dryer so that is not in operation and they are currently hauling biosolids to the landfill. We are lining up fields for land application this spring to limit expenses incurred while we wait for a bearing to be replaced.

9. Construction and Maintenance Report - Craig Czaikowski

Craig stated one crew will be installing a service tomorrow. Another crew is currently finishing up a swale project that was started last year. We will be starting our last season of our lead service replacement.

10. MS4 Annual Report - Joel Lemke

Joel stated this item is just informational. The MS4 Permit has to be submitted every March.

11. Directors Report - Joel Lemke

Joel stated that this was Craig's last Commission meeting, he has worked here 13 years. Joel and the Commission wished him well.

12. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:33PM

REPORT TO THE APRIL 10, 2023
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of March 1, 2023
Bank deposits recorded in March 2023

\$	7,498,756.19
\$	194,033.48
\$	7,692,789.67

CHECKS ISSUED MARCH 2023:

57606 Mae Nachman	Salary	57.37
57635 CDW Government	Troubleshoot issues w/phone system	274.17
57636 City Of Stevens Point	Credit for construction costs calculation error	-2,799.90
57638 Decker Supply Co Inc.	Traffic safety cones & barrels	685.20
57640 Ferguson Waterworks #1476	Inventory	743.88
57641 Franks Hardware Co Inc	Supplies	404.22
57642 Gary's Service Center	Replacement blade for plow	338.00
57644 Heartland Business Systems, LLC	Domain Consolidation	94.52
57646 Metron-Farnier LLC	2" meters	6,406.71
57647 Multi Media Channels, LLC	Ad for patching bids	79.80
57649 North Wind Renewable Energy Cooperative	Solar Inverter Replacement	990.00
57651 Mastercard	Office supplies, dropbox renewal, manhole insulation	650.83
57652 Star Business Machines	Qtrly copier maintenance fee	395.86
57653 Waste Mangmt of WI-MN	Dumpster Service	314.20
57654 Wi State Laboratory of Hygiene	Fluoride Testing	28.00
57655 Wisconsin Shoring & Supply Co Inc.	Latch kits	50.90
57656 City Of Stevens Point	Percent of City IT Wages & Wiscnet Charges	7,063.40
57657 Rogan's Shoes	Boot allowance - Nate	212.48
57658 Springbrook Holding Company LLC	Per transaction fee for customer portal payments	343.34
57659 Strand Associates Inc	Professional Services 2023 Street Improvements	19,763.34
57660 Community Foundation of Central WI	Employee Contribution	10.00
57661 United Way Of Portage County	United Way	36.00
57662 Anderson Products & Services	Hydrant Meter	500.00
57663 AnSer	After hours answering service	130.00
57664 Aramark	Rug Service	135.38
57665 Badger Plastic & Supply Inc	Meter Spacers	318.75
57666 Corpro Co Inc	Inspection of water tower tanks	1,880.00
57667 Donna's Cleaning Service	Cleaning Service - Utility Garage & Water Office	300.00
57669 Ferguson Waterworks #1476	Meter parts	10,000.00
57671 Hawkins Inc	Treatment Chemicals	4,042.89
57672 Brandon Lee	2021-22 Boot Allowance	226.83
57675 Northern Lake Services Inc	Qtrly Drinking Water Testing	1,244.26
57678 SJE	Calibrate - Flow meters	596.44
57679 Teamsters Union Local 662	Union Dues	1,576.00
57681 Beaver Of WI Inc	Cleaner	162.50
57683 Fastenal Company	Bolts	304.80
57684 First Supply LLC -Plover	Inventory	18,566.50
57687 Heartland Business Systems, LLC	Managed Services	215.29
57690 Petty Cash	Mileage & Postage	282.98
57691 Public Serv Commission Of Wi	PSC - Assmt Well 12	29.64
57695 Eric Southworth	Boot Allowance	206.78
57697 State Of WI Environ Improv Fund	Principal & Interest Loan Payments	737,968.83
57698 Mastercard	Payroll Training, Conference Expenses, Conf Room speaker/microphone, IT Pipes	1,079.52
57699 Community Foundation of Central WI	Employee Contribution	10.00
57700 United Way Of Portage County	United Way	14.00
57701 Atlas Apartments LLC	Refund Check 011710-000, 1525 Ellis St	43.19
57702 Schultz Downtown LLC	Refund Check 012322-000, 1308-14 Main St	77.25
57703 Aramark	Rug Service	40.83
57704 Central States H & W Fund	Health Insurance Premiums	26,624.21
57705 Ferguson Waterworks #1476	Inventory & Bolts	1,634.00

57706 Heartland Business Systems, LLC	Microsoft 365 Monthly Subscription, Domain Consolidation, Mirosoft Monthly Subscription, ESRM Managed Services, Troubleshoot Backup leases	3,043.77		
57707 Infrastructure Technologies LLC	Software/Maint.	7,583.34		
57708 Len Dudas Motors Inc	Truck #10 Oil Change	64.95		
57710 Martelle Water Treatment	Chemicals for Water Treatment	9,322.31		
57711 Metal Crafters Inc	Part for truck	141.72		
57712 NAPA	Air Filter	53.98		
57713 Ruekert Mielke Inc	Professional Services Water System Study	11,680.00		
57714 Van Horn Nissan	Oil Change Truck 24	114.84		
57715 Premier Real Estate Mgmt LLC	Refund Check 029003-000, 924 Songbird Ln Unit H5	95.27		
WI DOR	Background check	7.00		
WPS	Utility Charges	23,784.70		
Payroll	Payroll	7,521.44		
IRS PR Tax	Payroll Taxes - Federal	47,717.67		
DOR PR Tax	Payroll Taxes - State	9,755.44		
Verizon Cell & iPad Charges	Phone & iPad Charges	543.81		
DOR Garnishment	Garnishment	9.32		
HRA Admin Fees	Renewal & Admin Fees	30.00		
TOTAL EXPENSES LISTED			\$ 965,822.75	\$ 965,822.75
BALANCE ON HAND MARCH 31, 2023				
	Balance on Hand		\$	6,726,966.92
	Plus uncleared checks		\$	62,109.66
	Less checks previously written clearing this month		\$	(46,627.83)
	Ending Cash Balance matching Bank Statements		\$	6,742,448.75
	Less Restricted Funds		\$	(1,123,141.55)
	Cash on Hand		\$	5,619,307.20

REPORT TO THE APRIL 10, 2023
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of March 1, 2023
Bank Deposits recorded in March 2023

\$	9,093,556.27
\$	485,417.06
\$	9,578,973.33

CHECKS ISSUED IN MARCH 2023:

57634	All-Lift Systems Inc	Repairs to overhead cranes	2,855.00
57635	CDW Government	Troubleshoot issues w/phone system	274.17
57636	City Of Stevens Point	Credit for construction costs calculation error	-9,636.48
57637	Adam Clark	Uniform reimbursement	125.20
57638	Decker Supply Co Inc.	Traffic safety cones & barrels	685.20
57639	Energenecs Inc	Repairs to grit pump	5,023.31
57641	Franks Hardware Co Inc	Cleaning Supplies	34.13
57643	Hach Company	Lab supplies	618.86
57644	Heartland Business Systems, LLC	Domain Consolidation	94.52
57647	Multi Media Channels, LLC	Ad for patching bids	79.80
57648	NCL of Wisconsin Inc	Lab supplies	242.99
57649	North Wind Renewable Energy	Solar Inverter Replacement	495.00
57650	Pace Analytical Services Inc	1st Qtr Sampling - Mercury	731.80
57651	Mastercard	Office supplies, dropbox renewal, manhole insulation	210.45
57656	City Of Stevens Point	Percent of City IT Wages & Wiscnet Charges	7,063.40
57658	Springbrook Holding Company LLC	Per transaction fee for customer portal payments	343.33
57659	Strand Associates Inc	Professional Services 2023 Street Improvements	4,940.83
57664	Aramark	Rug Service	106.38
57667	Donna's Cleaning Service	Cleaning Service - Utility Garage	25.00
57668	Environmental Consulting and Testing, Inc.	Acute Test Battery-WET	900.00
57670	Harter's Fox Valley Disposal	Dumpster Service	568.26
57673	Municipal Environmental Group-Wastewater Div	Annual Membership Renewal	2,250.00
57674	NCL of Wisconsin Inc	Lab supplies	995.82
57677	Service Motor Company	New Mower - 2023 Capital Improvements	16,261.72
57680	Batteries Plus	Exit Light Bulbs	71.95
57681	Beaver Of WI Inc	Cleaner	162.50
57682	Bond Trust Services Corp	Interest Payment 2022 Revenue Bonds, Agent Fee	61,514.83
57685	Hach Company	2022 Revenue Bonds	
57686	Hawkins Inc	Lab Supplies	130.98
57687	Heartland Business Systems, LLC	A-Zone - Chemical	659.05
57689	NCL of Wisconsin Inc	Managed Services	215.29
57692	Roberts Irrigation Company Inc	Lab Supplies	273.01
57694	The Sherwin-Williams Co	Parts for Flush Truck	123.90
57696	Spee Dee Delivery Service Inc.	Paint	257.24
57697	State Of WI Environ Improv Fund	Sample Shipping Chgs for W.E.T. Testing	32.53
57698	Mastercard	Principal & Interest Loan Payments	1,258,477.63
57701	Atlas Apartments LLC	Seminars	1,309.10
57702	Schultz Downtown LLC	Refund Check 011710-000, 1525 Ellis St	36.42
57703	Aramark	Refund Check 012322-000, 1308-14 Main St	54.63
57704	Central States H & W Fund	Rug Service	177.53
57706	Heartland Business Systems, LLC	Health Insurance Premiums	16,598.51
57709	Lubrication Engineers, Inc.	Troubleshoot Backup Issues, Domain Consolidation, Microsoft Monthly Subscription, Microsoft 365 Monthly Subscription, ESRM Managed Services	3,043.77
57715	Premier Real Estate Mgmt LLC	Lubricants	2,043.83
	HRA	Refund Check 029003-000, 924 Songbird Ln Unit	119.25
	Verizon Charges	Admin Fees	30.00
	WPS Utility Charges	Verizon Charges	239.96
	Sewer Payroll	Gas & Electric	28,542.43
		Payroll	70,980.39

Payroll Taxes	Payroll Taxes	4,960.96	
TOTAL OF EXPENSES LISTED		<u>\$ 1,485,344.38</u>	<u>\$ 1,485,344.38</u>
BALANCE ON HAND MARCH 31, 2023			<u>\$ 8,093,628.95</u>
	Balance on Hand		<u>\$ 8,093,628.95</u>
	Plus uncleared checks		<u>\$ 22,073.94</u>
	Less checks previously written clearing this month		<u>\$ (45,265.35)</u>
	Ending Cash Balance matching Bank Statements		<u><u>\$ 8,070,437.54</u></u>

<u>Less Restricted Balance</u>	\$	(5,514,306.57)
TOTAL	\$	2,556,130.97

***Additional restricted cash of \$250,000.00 is invested in CDs.

STORM WATER DEPARTMENT

\$ 4,872,635.35

\$ 138,801.63

\$ 5,011,436.98

57635	CDW Government	Troubleshoot issues w/phone system	274.16
57636	City Of Stevens Point	2021 Street Improvement Project, Annual Street Sweeping Contribution	431,554.41
57638	Decker Supply Co Inc.	Traffic safety cones & barrels	685.20
57641	Franks Hardware Co Inc	Supplies	60.30
57644	Heartland Business Systems, LLC	Domain Consolidation	94.52
57645	MC Tools and Repair LLC	Jetting hose	2,548.64
57647	Multi Media Channels, LLC	Ad for patching bids	79.80
57649	North Wind Renewable Energy Cooperative	Solar Inverter Replacement	495.00
57655	Wisconsin Shoring & Supply Co Inc.	Latch kits	50.90
57656	City Of Stevens Point	Percent of City IT Wages & Wiscnet Charges	7,063.40
57658	Springbrook Holding Company LLC	Per transaction fee for customer portal payments	343.33
57659	Strand Associates Inc	Professional Services 2023 Street Improvements	4,940.83
57667	Donna's Cleaning Service	Cleaning Service - Utility Garage	25.00
57676	Jason Pliska	CDL Renewal	74.00
57681	Beaver Of WI Inc	Cleaner	162.50
57682	Bond Trust Services Corp	2019 & 2021 Revenue Bond Principal & Interest Payment, Agent Fee 2019 & 2022 Revenue Bonds	304,550.00
57687	Heartland Business Systems, LLC	Managed Services	215.29
57688	NAPA	Oil & Filter	114.46
57693	Ruder Ware LLSC	General Employment Services	552.50
57701	Atlas Apartments LLC	Refund Check 011710-000, 1525 Ellis St	29.81
57702	Schultz Downtown LLCs	Refund Check 012322-000, 1308-14 Main St	45.08
57704	Central States H & W Fund	Health Insurance Premiums	12,294.88
57706	Heartland Business Systems, LLC	Domain Consolidation, Microsoft Monthly Subscription, Microsoft 365 Monthly Subscription, ESRM Managed Services, Troubleshoot Backup Issues	3,043.77
	Verizon	Ipad & cell phone charges	377.33
	Payroll	Payroll	29,740.10
	IRS	Payroll Taxes	3,077.83
	WPS	Monthly Utility Charges	869.32
TOTAL OF EXPENSES LISTED			\$ 803,362.36
BALANCE ON HAND MARCH 31, 2023			\$ 4,208,074.62
Balance on Hand			\$ 4,208,074.62
Plus checks written after the end of this month			
Plus uncleared checks			\$ 15,413.54
Less checks previously written clearing this month			\$ (13,251.08)
Ending Cash Balance matching Bank Statements			\$ 4,210,237.08

REPORT TO THE APRIL 2023
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of March 1, 2023

\$	402,676.76
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Bank deposits recorded in March 2023

\$	-
\$	402,676.76

CHECKS ISSUED MARCH 2023:

NO ACTIVITY IN MARCH

TOTAL OF EXPENSES LISTED

\$	-	\$	-
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BALANCE ON HAND MARCH 31, 2023

\$	402,676.76
----	------------

Balance on Hand

\$	402,676.76
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Plus checks written after the end of this month

Plus uncleared checks

Less checks previously written clearing this month

Ending Cash Balance matching Bank Statements

\$	402,676.76
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**City of Stevens Point
Airport Commission
April 10, 2023 - 12:33 PM**

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

OR

Zoom Teleconferencing

Meeting ID: | 820 2688575:

By Computer: <https://us02web.zomm.us/j/82026885705>

By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

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

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

2. Approval of Minutes

Motion made by Mae Nachman, seconded by Carl Rasmussen to approve the March 13, 2023 meeting minutes of the Airport Commission as audited and read.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

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

Ayes all. Nays none. Motion carried.

4. Report on market rate study effort - Joel Lemke

Joel stated when we get data back from the study it will be brought back to the Commission.

5. Written/Verbal Report - Jason Draheim

The Commission questioned whether fuel prices have increased. Jason stated he has not had to order fuel lately because we still have half loads on both products. We are still comparable to other airports in regards to fuel prices.

6. Adjournment.

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:36PM

REPORT TO THE APRIL 10, 2023
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of March 1, 2023

\$ 223,226.83

Bank deposits recorded in March 2023

\$ 17,202.77

\$ 240,429.60

CHECKS ISSUED IN MARCH 2023

2669	AT&T	Phone charges	2.90		
2670	City of Stevens Point	Insurance premiums, retirement & fuel, salt usage	8,886.85		
2671	Heartland Business Systems, LLC	Domain Consolidation	36.99		
2673	Stevens Point Public Utilities	IPad Charges, Work performed for Airport	1,534.11		
2674	Len Dudas	Envoy Repairs	519.21		
2675	City of Stevens Point	Percent of City IT Wages, Wiscnet & Wellness Charges	3,938.98		
2676	NAPA	Hose fittings & reel	56.54		
2677	Central Door Solutions LLC	Hangar Door Repair	396.00		
2678	Wing Aero Products	Charts	62.00		
2679	Donna's Cleaning Service	Monthly Cleaning Service	175.00		
2680	Green Earth Company	FAA Ice Melt	1,846.42		
2681	M-B Companies, Inc.	MB5 Brush Replacement	4,698.66		
2682	Walt's Petroleum Service Inc.	Fuel Farm Repair	620.50		
2683	Schierl Tire & Service	Replacement tires	691.90		
2684	Heartland Business Systems, LLC	Managed Services	84.25		
2685	Mastercard	Cable & Rug Service	449.37		
2686	Heartland Business Systems, LLC	Microsoft Monthly Subscription, Domain Consolidation, Microsoft 365 Subscription, Troubleshoot Backup	1,110.34		
2687	Stevens Point Public Utilities	Snow Removal	2,128.12		
EFT	Payroll	3/2/2023	3,942.60		
EFT	Payroll	3/16/2023	4,130.46		
EFT	Payroll	3/30/2023	4,116.94		
	Delta Dental	Dental Insurance Premiums	71.38		
	Wisconsin Public Service	Utility Charges	4,220.53		
	WI Dept of Revenue	Sales Tax			
	WI Dept of Revenue	Fuel Tax	129.60		
	IRS	Payroll Taxes	3,975.17		
	WI Dept of Revenue	Payroll Taxes	669.89		
TOTAL EXPENSES LISTED			\$ 48,494.71	\$	48,494.71
BALANCE ON HAND MARCH 31, 2023				\$	191,934.89

Balance on Hand	\$ 191,934.89
Plus checks written after end of month	
Plus uncleared checks	\$ 1,110.34
Less checks previously written clearing this month	\$ (1,068.65)
Ending Cash Balance matching Bank Statements	\$ 191,976.58

**City of Stevens Point
Transportation Commission Meeting
April 10, 2023 - 4:45 PM**

Central Transportation
2700 Week Street, Stevens Point, Wisconsin
OR
Zoom Teleconferencing

Minutes

I. Discussion and Possible Action on:

1. **Roll Call.**

Present: Karalyn Peterson, Neil Prendergast

Present via Zoom: Tom Bertram, Ald. Mary Kneebone, Greg Koepel, Nichole Lysne

Not Present: Ald. Marc Christianson

Other Present: Talin Scheuermann, Tom Carroll, Kaitlyn Wall, Joel Lemke

2. **Approval of February the 13, 2023 minutes.**

No corrections, minute's approved.

3. **Approval of the February 2023 and March 2023 Financial/Claims report.**

Nichole Lysne made a motion to approve the February 2023 and March 2023 Financial/Claims report. Karalyn Peterson Seconded. Ayes all; Nays none; Motion carried.

4. **Approval to offer new hire "stay on" bonuses up to \$2,000.**

Karalyn Peterson made a motion to approve offering new hire "stay on" bonuses up to \$2,000.

Ald. Mary Kneebone Seconded. Ayes all; Nays none; Motion carried.

5. **Approval to offer referral bonuses up to \$500.**

Ald. Mary Kneebone made a motion to approve offering referral bonuses up to \$500 to transit staff. Neil Prendergast Seconded. Ayes all; Nays none; Motion carried.

6. **Next meeting date – May 9, 2023.**

7. **Discussion of committee procedures.**

Chair-Greg Koepel discussed procedures around the financial/claims report and the rules of order. Chair-Greg Koepel informed the commission that this will be his last meeting.

8. **Adjournment.**

Meeting adjourned at 5:12pm

PERSONNEL COMMITTEE

April 10, 2023 - 6:20 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 869 0148 6939 | Passcode: 178060

By Computer:

[https://us02web.zoom.us/j/86901486939?pwd=YXlUTITRXBqeDRTQn
pkMHJXa1E5QT09](https://us02web.zoom.us/j/86901486939?pwd=YXlUTITRXBqeDRTQn pkMHJXa1E5QT09)

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

MINUTES

I. Discussion and Possible Action on:

1. Roll Call.

Present: Ald. Zarazua, Ald. Dalton, Ald. Shuda, Ald. Shorr, and Ald. Christianson.

Others Present: Mayor Wiza, Ald. Kneebone, Ald. Morrow, Ald. Plaisance, Ald. Keymer, Ald. Fishler, City Clerk Yenter, Fire Chief Moody, Fire Chief Kussow, Treasurer Ladick, Director Beduhn, Director Lemke, Director Kremer.

2. Update on Water/Wastewater and Airport Manager compensation evaluations.

Director Lemke gave an overview.

3. Request to create Deputy Fire Marshal position in the Fire Department (approved by PFC in 2022).

Ald. Dalton Moved, Ald. Shuda seconded, to approve the request to create a Deputy Fire Marshal position.

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

4. Adjourn into Closed Session (approximately 6:30 p.m.) pursuant to Wisconsin State Statute 19.85(1)(c) [considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility] to consider a request for leave of absence without pay.

Ald. Shorr moved, Ald. Dalton seconded, to adjourn into closed session at 7:02 p.m..

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

5. Reconvene into Open Session (approximately 5 minutes after adjourning

into closed session) for action on the request for a leave of absense without pay.

Ald. Shorr moved, Ald. Christianson seconded, reconvened into an open session at 7:06 p.m.

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

Ald. Shorr moved, Ald. Dalton seconded, to approve unpaid leave for Human Resource manager as needed.

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

6. Adjournment.

Adjourned at 7:07 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

April 10, 2023 - 6:00 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

- PRESENT** Chairperson Mayor Wiza, Fred Hopfensperger, Ald. Mary Kneebone, Ald. Shaun Morrow, Ald. Ginger Keymer, Ald. David Plaisance, Ald. Dean Shuda.
- OTHERS PRESENT** **Directors:** Scott Beduhn, Joel Lemke and Dan Kremer.
Alderspersons: Keely Fishler, Meleesa Johnson, Mykeerah Zarazua, David Shorr, Marc Christianson and Polly Dalton.
City Staff Members: City Clerk Kari Yenter, Fire Chief Jb Moody, Police Chief Robert Kussow, Deputy C/T and Finance Office Manager Carrie Freeberg.
Others Present: Allison Birr - 1616 Division Street, Craig Tesch - 1100 Frontenac Avenue and Samuel Lang - District 9 Candidate.

Informational

1. Director's Report

Ald. Morrow **moved**, Fred Hopfensperger **seconded**, to place the Director's Report on file.

Call for the Vote: Ayes: **All**.
Nays: **None**. Motion **Adopted**.

Discussion and Possible Action

2. To award the 2023 Streets Improvement Project #23-01 to Integrity Grading and Excavating, Inc. for an amount not to exceed \$4,571,465.74.

Ald. Kneebone **moved**, Ald. Plaisance **seconded**, to award the 2023 Streets Improvement Project #23-01 to Integrity Grading and Excavating, Inc. for an amount not to exceed \$4,571,465.74.

Call for the Vote: Ayes: **All**.
Nays: **None**. Motion **Adopted**.

3. To award the 2023 Road Resurfacing Project #23-02 to A-1 Excavating LLC for an amount not to exceed \$2,867,083.87.

Ald. Keymer **moved**, Ald. Morrow **seconded**, to award the 2023 Road Resurfacing Project #23-02 to A-1 Excavating LLC for an amount not to exceed \$2,867,083.87.

Call for the Vote: Ayes: **All**.
Nays: **None**. Motion **Adopted**.

4. To approve the Ordinance Amendment in Chapter 9, Section 9.05 as it relates to parking.

Ald. Kneebone **moved**, Ald. Plaisance **seconded**, to approve the Ordinance Amendment in Chapter 9, Section 9.05 as it relates to parking.

Call for the Vote: Ayes: **All**.
Nays: **None**. Motion **Adopted**.

5. To approve the Ordinance Amendment in Chapter 24, Section 24.27 as it relates to parking violations.

Ald. Keymer **moved**, Ald. Morrow **seconded**, to approve the Ordinance Amendment in Chapter 24, Section 24.27 as it relates to parking violations.

Call for the Vote: Ayes: **All**.
Nays: **None**. Motion **Adopted**.

Adjourn

Adjourned at 6:07 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
April 10, 2023 - 6:08 PM**

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

OR

Zoom Teleconferencing

Meeting ID: 869 0148 6939 | Passcode: 178060

By Computer: [Zoom Link](#)

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

Discussion and Possible Action on:

1. Roll Call.

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

Others

Present: Mayor Wiza, Attorney Beveridge, Clerk Yenter, Director Beduhn, Director Kremer, Chief Kussow, Chief Moody, Director Lemke, Deputy C/T Freeberg, Neighborhood Planner Klesmith, C/T Ladick.

2. License List:

- A. Extension of Licensed Premise: Chef's Kitchen, 924 Clark Street, Stevens Point, request for extension of premise for patio seating that will be accessible via the restaurant and gated from the road, adjacent to the restaurant and abutting Diversi-Tea (see attached map).**

Ald. Keymer moved, Ald. Christianson seconded, to approve the premise extension.

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

- B. Temporary Class "B" Beer/"Class B" Wine License: Stevens Point Area Co-Op, 633 Second Street, Stevens Point for General Membership Meeting on May 21, 2023 at 1039 Ellis Street, Stevens Point, WI 54481.**
- C. Temporary Class "B" Beer License: CREATE Portage County, PO Box 565, Stevens Point for Levitt AMP Stevens Point on June 1, 8, 15, 22, July 6, 13, 20, 27, 2023 and August 3, 10, 17, 24, 2023 at Pfiffner Pioneer Park.**

- D. Temporary Class “B” Beer License: CREATE Portage County, PO Box 565, Stevens Point for Stevens Point Pride on June 10, 2023 at Pfiffner Pioneer Park.**
- E. Temporary Class “B” Beer License: CREATE Portage County, PO Box 565, Stevens Point for Stevens Point Juneteenth on June 17, 2023 at Pfiffner Pioneer Park.**
- F. Temporary Class “B” Beer License: Stevens Point Area Girls Youth Softball Association Inc, PO Box 623, Stevens Point for Point Classic Summer Softball Tournament 2023 on July 14, 2023 at Goerke Park, 1100 Minnesota Avenue, Stevens Point, WI 54481.**

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

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

3. Request to Hold Event/Street Closing:

A. Stevens Point Brewery Block Party on May 20, 2023 (Recurring Event).

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

No concerns from law enforcement.

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

B. Neighborhood Parish Social on June 25, 2023 (New Event).

C. Neighborhood Parish Social on July 30, 2022 (New Event).

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

No concerns from law enforcement.

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

D. Wonderful Water Run on October 7, 2023 and October 8, 2023 (Recurring Event).

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

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

4. Amendment to Ch. 21.03(21) Lawn Maintenance regarding permanent implementation of “No Mow May”.

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

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

5. Ordinance - Term limits for Mayor and Alderpersons.

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

Ald. Dalton gave an overview of the ordinance.

Craig Tesch, 1100 Frontenac Avenue, spoke in favor of term limits.

Ald. Shuda spoke about the time it takes to learn the alderperson position and the difficulty of finding people to run for office.

Ald. Morrow spoke about the reason why people run for office and the cost of running for local office. He also shared his experience of being on the City Council and the institutional knowledge that is gained with time.

Ald. Johnson spoke about giving people the opportunity to run for office and mentoring them to foster interest and opportunity.

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

Ald. Keymer moved, Ald. Christianson seconded, to forward the ordinance to council without recommendation.

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

6. Adjournment.

Adjourned at 6:47 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

April 10, 2023 - 7:08 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 869 0148 6939 | Passcode: 178060

By Computer:

<https://us02web.zoom.us/j/86901486939?pwd=YXIIUTITRxBqeDRTQnpkMHJXa1E5QT09>

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, C/T Ladick, City Attorney Beveridge, Clerk Yenter, Deputy C/T Freeberg, Alderpersons Kneebone, Fishler, Zarazua, Keymer, Christianson, Shuda; Directors Lemke, Beduhn, Kremer; Fire Chief Moody; Police Chief Kussow, Planner Kleismith

II. Discussion and Possible Action on:

2. Consideration of a claim from Mike Splinter for damage to a vehicle due to a pothole.

Ald. Morrow **moved**, Ald. Shorr seconded, to deny the claim from Mike Splinter for damage to vehicle due to a pothole.

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

3. Approval of modifications to the Edgewater Relocation Assistance Program.

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

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

4. Approval of updated investment policy.

Ald. Shorr **moved**, Ald. Morrow seconded, to approve the updated investment policy.

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

5. Award Wayfinding Signage Contract to SignArt.

Ald. Dalton **moved**, Ald. Shorr seconded, to award the Wayfinding Signage Contract to SignArt.

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

6. Approval of contract with AVIA Design Group for the production and installation oversight of wayfinding signage in an amount not to exceed \$10,500.

Ald. Dalton **moved**, Ald. Plaisance seconded, to approve the contract with AVIA Design Group for the production and installation oversight of wayfinding signage in an amount not to exceed \$10,500.

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

7. Approve application of grants for business incubator.

Ald. Dalton **moved**, Ald. Morrow seconded, to approve the application of grants for business incubator.

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

8. Approval of Claims Paid.

Ald. Morrow **moved**, Ald. Dalton seconded, to approve the claims paid in the amount of \$3,296,723.39.

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

9. Adjourn into closed session (approximately 6:50 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) on the following:

A. Negotiating the acquisition of the property located at 5498 Golla Road (Parcel ID 020240826-13.05) and an unaddressed parcel bounded by Golla Road and Regent Street (Parcel ID 020240826-14.03).

Ald. Morrow **moved**, Ald. Plaisance seconded, to adjourn into closed session at 7:24 p.m.

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

10. Reconvene for Possible Action on the above-referenced closed session

items.

Ald. Shorr **moved**, Ald. Dalton seconded, to reconvene into open session at 7:56 p.m.

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

Ald. Dalton **moved**, Ald. Shorr seconded, to approve the property acquisition of 5498 Golla Road and an unaddressed parcel bounded by Golla Road and Regent Street.

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

III. Closing Items:

11. Adjournment

Adjournment at 7:57 p.m.

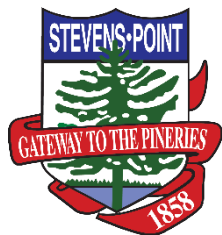
COMPTROLLER-TREASURER REPORT
for the period ending February 28, 2023

	Bal February 1, 2023	Receipts	Disbursements	Bal February 28, 2023
GENERAL OPERATING CASH	\$4,345,687.70	\$15,390,832.64	\$17,679,636.32	\$2,056,884.02
UTILITIES & TRANSPORTATION (Cash and Investments)	\$23,398,107.93	\$822,061.79	\$743,078.28	\$23,477,091.44

INVESTMENTS	Bal February 1, 2023	TRANSFER IN	TRANSFER OUT	Bal February 28, 2023
GENERAL	\$41,890,347.42	\$2,000,000.00	\$11,000,000.00	\$32,890,347.42
SPECIAL REVENUE	\$817,756.02	\$0.00	\$0.00	\$817,756.02
DEBT SERVICE	\$227,817.27	\$0.00	\$0.00	\$227,817.27
CAPITAL PROJECTS	\$12,189,423.99	\$0.00	\$0.00	\$12,189,423.99
INTERNAL SERVICE	\$2,064,540.32	\$0.00	\$0.00	\$2,064,540.32
TRUST	\$4,018,991.87	\$0.00	\$0.00	\$4,018,991.87
TOTALS	<u>\$61,208,876.89</u>	<u>\$2,000,000.00</u>	<u>\$11,000,000.00</u>	<u>\$52,208,876.89</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,182,374.00	\$719,918.09	17.21%
POLICE	\$6,221,666.00	\$987,343.00	15.87%
FIRE	\$5,695,911.00	\$1,002,714.00	17.60%
PUBLIC WORKS	\$6,327,205.00	\$759,088.00	12.00%
PARK & REC	\$2,257,650.00	\$240,623.00	10.66%
CAPITAL PROJECTS	\$9,388,250.00	\$1,734,814.00	18.48%
DEBT SERVICE	\$8,927,825.00	\$7,316,424.00	81.95%
YTD TARGET	16.67%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$27,066,706.00	\$13,471,523.00	49.77%



Memo

Mark Kordus
Neighborhood Improvement Coordinator
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mkordus@stevenspoint.com

To: Public Policy and General Government Committee
From: Mark Kordus
CC: Ryan Kernosky and Andrew Beveridge
Date: 4/4/23
Subject: Chapter 21 "21.03(21) Lawn Maintenance" Proposed Code Revisions

Alders-

Consistent with the last few years, "No Mow May" will be a program that the City will sponsor. Since the inception of the program, Community Development staff have been devoting several hours to the program. In an effort to reduce the amount of staff time required, City staff has proposed a change in the ordinance to suspend grass/law/weed enforcement during the entire month of May. This would essentially codify "No Mow May" within City ordinances and no longer require registration, entering of the registration into our inspection portal, and monitoring those who are and are not part of the program to ensure compliance.

Additionally, this will now no longer require Council approving a unique resolution each year, as well as allowing anyone to participate citywide whether or not they chose to register or post a sign. Overall this will better serve the underlying purpose of this pollinator program while helping to create on-going efficiencies from an administrative perspective.

Attached to this memorandum is an ordinance change. Please reach out to Community Development staff with any additional questions.

**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 the heading of Subsection 21.03(21) of the Revised Municipal Code, Lawn Maintenance, is hereby **amended** to read as follows:

21.03(21) Lawn Maintenance.

The owner of any property within the City shall maintain their lawn, grasses and weeds, to a length not to exceed eight (8) inches. If a property is found to exceed this height standard or is determined to be a public nuisance by the Code Official, a notice shall be served to the property owner giving them a minimum of 7 days from the date the notice is mailed, to correct. If the nuisance is not corrected after that time period, upon re-inspection the City shall have it abated by City or contracted staff and the actual costs for abatement, plus any applicable municipal service fees shall be charged to the owner. Properties exempt from these requirements shall be the following:

a. Any properties which have been deemed by the Code Official as undeveloped (the property has no dwelling on it or does not constitute a zoning lot and/or can be further subdivided) or agricultural parcels. These properties would only be required to maintain the area within the road right of way up to and including three (3) feet beyond the edge of public rights of way, in addition to any applicable vision triangle requirements per the Zoning code.

b. If a property owner has submitted a Vegetation Management Plan and received approval from the Code Official for a Native Lawn. Those properties would be exempt from these provisions, so long as they are in compliance with the approved Vegetation Management Plan, are maintaining vegetative growth along adjoining neighboring property lines, and any applicable conditions within the approved plan.

c. The rules contained in this subsection shall not apply during the period from May 1 through May 31 each year.

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: April 3, 2023
Approved: April 17, 2023
Published: April 21, 2023

**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 Section 3.57 of the Revised Municipal Code, Term Limits, is hereby **created** to read as follows:

3.57 – Term Limits.

- (1) **Mayor.** No person shall be eligible to be nominated, elected, or to serve as Mayor if that person has previously held the office of Mayor for three or more full ~~consecutive~~ terms, ~~unless one or more full terms has elapsed since the person last held office.~~
- (2) **Aldersperson.** No person shall be eligible to be nominated, elected, or to serve as an Aldersperson if that person has previously held the office of Aldersperson for four or more full ~~consecutive~~ terms, ~~unless one or more full terms has elapsed since the person last held office.~~
- (3) **Applicability to Other Offices.** Nothing in this ordinance shall prevent someone who has completed four terms as Aldersperson from being nominated, elected, or serving as Mayor, nor someone who has completed three terms as Mayor from serving as Aldersperson.
- (4) **Ordinance to be Applied Prospectively.** The term limitations of this ordinance shall apply prospectively only to terms of office beginning on or after May 15, 2023. Terms of office that began prior to that date shall not be counted for purposes of this ordinance.”

SECTION II: Subject to the petition provisions of Wis. Stats. § 66.0101(5), this ordinance shall become effective sixty days after publication and shall first apply to the mayoral term commencing in May 2027 and aldermanic terms commencing in May 2024.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: February 22, 2023
Approved:
Published:

RESOLUTION

[REZONE THREE UNADDRESSED PARCELS FROM "R-2" SINGLE-FAMILY RESIDENTIAL TO "C" CONSERVANCY]

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, three unaddressed parcels off of Vine Street (Parcel ID **281240828100812, 281240828100115 & 281240828100737**). Parcel ID 281240828100812 is described as OUTLOT 12 CSM#9275 -39-55 BNG PRT SWNE S28 T24 R8 692072-ANNEX 694670-ANNEX 712552, City of Stevens Point, Portage County, Wisconsin. Parcel ID 281240828100115 is described as THAT PRT OUTLOT 1 CSM#9531-41-11 AS LIES IN CITY OF STEVENS POINT BNG SWNE S28 T24 R8 856103, City of Stevens Point, Portage County, Wisconsin. Parcel ID 281240828100737 is described as OUTLOT 1 CSM# 11271-52-101 BNG PRT SWNE S28 T24 R8 .229A 854042;856614;857039AOC, City of Stevens Point, Portage County, Wisconsin. The aforementioned parcels are hereby rezoned from "R-2" Single-Family Residential to "C" Conservancy.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: April 3, 2023
Adopted: April 17, 2023

Drafted by: Adam Kuhn
Return to: City Clerk



MEMORANDUM

To: Common Council

From: Ryan Kernosky, Director of Community Development 

Date: April 13, 2023

RE: **Assignment of Amended and Restated Development Agreement of the North Side Yard Project**

Alders-

Enclosed you will find an Assignment of the Amended and Restated Development Agreement for the North Side Yard Mixed-Use development downtown. The assignment collateralizes the development incentives for Building 1 (1060 Centerpoint Drive) and Building 2 (1020 Centerpoint Drive) for lending to complete Building 3 (1017 Third Street).

Assignments of development agreement incentives is a common practice of lending and collateralizing for major projects like this.

Staff recommends approval as presented. Please let me know if you have any additional questions.

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.

PREPARED BY AND WHEN RECORDED RETURN TO:

Bob Douglas, Davis Brown Law Firm, 4201 Westown Parkway, Suite 300, West Des Moines, Iowa 50266 (515) 288-2500

**ASSIGNMENT OF AMENDED AND RESTATED DEVELOPMENT
AGREEMENT OF THE NORTH SIDE YARD PROJECT IN THE CITY OF
STEVENS POINT, WISCONSIN**

THIS ASSIGNMENT OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT OF THE NORTH SIDE YARD PROJECT IN THE CITY OF STEVENS POINT, WISCONSIN (the “Assignment”) is made as of the ____ day of April, 2023, North Side Yard Condo 1, LLC, a Delaware limited liability company (“Company 1”), North Side Yard Condo 2, LLC, a Delaware limited liability company (“Company 2”), and North Side Yard Condo 3, LLC, a Delaware limited liability company (“Company 3”) and North Side Yard, LLC, a Delaware limited liability company (“Developer”), in favor of West Bank, an Iowa state banking corporation (“Assignee”).

RECITALS

A. Company 3 proposes to borrow from Assignee, up to an additional \$5,370,000 (the “Loan”) for the purpose of developing Phase 3 of the North Side Yard development in Stevens Point, Wisconsin with a street address of 1017 Third Street, Stevens Point, Wisconsin, and also known as PIN 281-24-0832200308 (parent 281-24-0832200304) and is Unit 3 of North Side Yard Condominium, as legally described on attached Exhibit A hereto (the “Phase 3 Project”). The Loan will be evidenced by a promissory note from Company 3 (the “Note”) payable to Assignee in the total principal sum of the Loan and is secured, in part, by a mortgage (“Mortgage”) and an assignment of leases and rents (“ALR”) executed by Company 1, Company 2, and Company 3, for the benefit of Assignee which are liens on the Project on the property legally described on attached Exhibit A hereto

B. The City of Stevens Point, Wisconsin (“City”), the Redevelopment Authority of the City of Stevens Point, Wisconsin (“RA”) and North Side Yard, LLC, a Delaware limited liability company have entered into an Amended and Restated Development Agreement dated October 22, 2020 (the “Development Agreement”)

pursuant and subject to which the City agrees to provide annual property tax rebate payments to Company 1, Company 2 and/or Company 3 through 2041 (and payable through 2042) based on the amount of the additional taxable property valuation created by construction of the completion of the 4 separate phases of the North Side Yard development. The Company is a special purpose entity contemplated under the Development Agreement which has been formed by the Developer for the sole purpose of developing the Project (i.e. Phase 3 of North Side Yard).

C. As additional security for the Loan the Assignee requires an (i) assignment of Company 1's, Company 2's, Company 3's, and the Developer's rights to the TIF Revenues to be paid pursuant to the Development Agreement pertaining to Phases 1, 2, and 3 of the North Side Yard Development (individually a "Payment" and collectively the "Payments").

NOW, THEREFORE, in consideration of Assignee's agreement to make the Loan, Developer, Company 1, Company 2 and Company 3, hereby covenant for the benefit of Assignee as follows:

1. Developer, Company 1, Company 2 and Company 3 hereby assign, grant, transfer and set over to Assignee all of their right, title and interest in and to the Development Agreement as it pertains to Phase 1, Phase 2 and Phase 3 of the Project, including but not limited to receipt of the TIF Revenues, and Payments thereof to the Developer and/or Company 1, Company 2 or Company 3. Notwithstanding the above, the Developer/Company 1, Company 2 or Company 3 shall remain responsible for performance of all obligations under the Development Agreement until such time as Assignee, its successor or assigns either (i) releases part or all of this Assignment, or (ii) becomes the owner of Phase 1, Phase 2 and/or Phase 3 Project pursuant to the mortgage.

2. Developer, Company 1, Company 2 and Company 3 agree that prior to the first Payment being received hereunder, pursuant to Assignee's direction, it shall direct the City to make each annual Payment either jointly payable to Developer and/or Company 1, Company 2 or Company 3 and Assignee, wire such annual Payments to an account under the control of Assignee, or to make such payment directly to the Assignee until such time as Developer and Assignee jointly notify the City in writing to make the Payments to Company.

3. Developer, Company 1, Company 2 and Company 3 hereby represent and warrant to Assignee that:

2.1 Each has the right to make this assignment pursuant to Section 9.12 of the Agreement;

2.2 None have heretofore assigned or pledged the Development Agreement or the Payments of TIF Revenues thereunder to the Phase 1, Phase 2 or Phase 3 Project to any other person or entity and will not further pledge or assign the Development Agreement or the Payments to the Phase 1, Phase 2 or Phase 3 of the Project, except as stated herein. Notwithstanding the above, Company 3 has

previously assigned the Development Agreement to West Bank in a Partial Assignment of Amended and Restated Development Agreement Pertaining Solely to Phase 3 of the North Side Yard Project in the City of Stevens Point, Wisconsin, which is a separate assignment, which will remain outstanding and prior to this Assignment regarding the Phase III TIF Revenues.

4. Developer, Company 1, Company 2 and Company 3 will indemnify Assignee against and hold Assignee free and harmless from any and all claims, demands, lawsuits, judgments, awards, costs and expenses, including, but not limited to, reasonable attorney fees, actually incurred by Assignee and arising by reason of any loss or impairment of the availability of the TIF Revenues, and Payments of the TIF Revenues for Phase 3 due under the Development Agreement, except to the extent such claims, demands, lawsuits, judgments, awards, costs and expenses have been incurred due to the negligent or willful misconduct of Assignee.

5. Developer, Company 1, Company 2 and Company hereby covenant:

5.1 None will execute any other assignment of their interest in the Development Agreement or the Payments;

5.2 Nor alter, amend or modify their rights under the Development Agreement as to Phase 1, Phase 2 and/or Phase 3 without the prior written consent of Assignee;

5.3 Not to release or forego their right under the Development Agreement or to the Payments as to Phase 1, Phase 2 and/or Phase 3 without the prior written consent of Assignee; and

5.4 To promptly deliver to Assignee true and correct copies of all notices or other documents or communications received by Developer from City with regard to or relating in any way to the Development Agreement or the Payments.

5.5 Company 1 and Company 2 hereby guarantee the payment and performance of Company 3 under the Note, and secure this guarantee by granting the Mortgage, Assignment of Rents and Assignment of the TIF Agreement to the Assignee, otherwise, except for this collateral, this guarantee is non-recourse as to the other assets of Company 1 and Company 2.

6. This Assignment is irrevocable and shall remain in full force and effect until such time as the earlier of the Loan and all other amounts due under the Loan Agreement shall have been repaid in full or all Payments have been made in accordance with the Development Agreement.

7. Assignee shall have and possess with respect to the Development Agreement and the Payments as to Phases 1, 2 and 3, and any notes, instruments or proceeds as to which a security interest is granted to Assignee pursuant to this Assignment,

a security interest in such collateral, which security interest shall include, without limitation, any and all rights and remedies of a secured party under the Iowa Uniform Commercial Code, or otherwise provided by law. Developer, Company 1, Company 2 and Company 3 shall execute any and all other documents necessary or desirable to perfect Assignee's security interest under this Assignment.

8. This Assignment, together with the agreements, covenants and warranties contained in this Assignment, shall inure to the benefit of Assignee and any subsequent holder of the Notes and the Mortgage securing the Notes, and shall be binding upon Developer, or any subsequent owner of the Project or any interest therein.

9. This Assignment may be executed in any number of counterparts by the parties to this Assignment. Each of said counterparts shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.

10. This Assignment and the transactions contemplated under this Assignment shall be governed by and construed in accordance with the laws of the State of Iowa.

11. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

Developer and Company 1, 2 or 3: North Side Yard, LLC/North Side Yard Condo 3, LLC
c/o Brent Dahlstrom
PO Box 128
Cedar Falls, Iowa 50613
Email: brentdahlstrom@gmail.com
(319)-505-3609

Assignee: West Bank
1601 - 22nd Street
West Des Moines, Iowa 50265
Attn.: Dana Jergenson, Vice President
Email: djergenson@weastbankstrong.com
(515)-222-5758

Notices shall be effective upon receipt or refusal.

(next is signature page)

IN WITNESS WHEREOF the parties have executed this Assignment on the day and year above stated.

North Side Yard, LLC

Merge, LLC Managing Member of North Side Yard, LLC

By: _____
Brent Dahlstrom, Manager of Merge, LLC

North Side Yard Condo 1, LLC

North Side Yard, LLC its Member by Merge, LLC Managing Member of North Side Yard, LLC

By: _____
Brent Dahlstrom, Manager of Merge, LLC

North Side Yard Condo 2, LLC

North Side Yard, LLC its Member by Merge, LLC Managing Member of North Side Yard, LLC

By: _____
Brent Dahlstrom, Manager of Merge, LLC

North Side Yard Condo 3, LLC

North Side Yard, LLC its Member by Merge, LLC Managing Member of North Side Yard, LLC

By: _____
Brent Dahlstrom, Manager of Merge, LLC

STATE OF IOWA, COUNTY OF _____, ss:

This record was acknowledged before me on the ____ day of April, 2023, by Brent Dahlstrom, as Manager of Merge, LLC as Managing Member of North Side Yard, LLC, on its behalf.

Notary Public in and for said State.

STATE OF IOWA, COUNTY OF _____, ss:

This record was acknowledged before me on the ____ day of April, 2023, by Brent Dahlstrom, as Manager of Merge, LLC as Managing Member of North Side Yard, LLC as Member of North Side Yard Condo 1, LLC on its behalf.

Notary Public in and for said State.

STATE OF IOWA, COUNTY OF _____, ss:

This record was acknowledged before me on the ____ day of April, 2023, by Brent Dahlstrom, as Manager of Merge, LLC as Managing Member of North Side Yard, LLC as Member of North Side Yard Condo 2, LLC on its behalf.

Notary Public in and for said State.

STATE OF IOWA, COUNTY OF _____, ss:

This record was acknowledged before me on the ____ day of April, 2023, by Brent Dahlstrom, as Manager of Merge, LLC as Managing Member of North Side Yard, LLC as Member of North Side Yard Condo 3, LLC on its behalf.

Notary Public in and for said State.

West Bank

By: _____
Dana Jergenson, Vice President

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on the ____ day of April, 2023, by Dana Jergenson, as vice president of West Bank, on its behalf.

Notary Public in and for said State.

EXHIBIT A

Units 1, 2 and 3 of North Side Yard Condominium, together with said unit's undivided interest in the common elements and exclusive use of the limited common elements appurtenant to said unit, in North Side Yard Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration of such condominium in the office of the Register of Deeds for Portage County, Wisconsin on November 18, 2020, as Document No. 868961, said condominium being located in the City of Stevens Point, Portage County, Wisconsin on real estate described in said Declaration, Incorporated herein by this reference thereto.

PIN 281-24-0832200306 (parent 281-24-0832200302)

PIN 281-24-0832200307 (parent 281-24-0832200303)

PIN 281-24-0832200308 (parent 281-24-0832200304)

ACKNOWLEDGEMENT AND ESTOPPEL CERTIFICATE

COMES NOW, the City of Stevens Point, Wisconsin (“City”) and the Redevelopment Authority of the City of Stevens Point Wisconsin (“RA”) and hereby state for the benefit of West Bank (“Lender”), which is making an additional mortgage loan to North Side Yard Condo 3, LLC in the amount of \$5,370,000 (the “Loan”) for the purpose of developing the real property which is Phase 3 of the North Side Yard development in Stevens Point, Wisconsin with a street address of 1017 Third Street, Stevens Point, Wisconsin, and also known as PIN 281-24-0832200308 (parent 281-24-0832200304) (the “Phase 3 Project”), and has taken an assignment of the Amended and Restated Development Agreement dated October 22, 2020 (the “Development Agreement”) by and among the City, the RA and North Side Yard, LLC (“Developer”) as to Phase 1, Phase 2 and Phase 3, and states as follows:

1. The Development Agreement is in full force and effect, and there are no signed amendments to the Development Agreement, and neither the City or RA are aware of any defaults outstanding under the Agreement by Developer or Company 1, Company 2 or Company 3, each of which are owning a portion of the Project.
2. (intentionally left blank).
3. We have received a copy of the signed Assignment by Developer and the Developer, Company 1, Company 2 and Company 3 for Phase 1, Phase 2 and Phase 3 under the Development Agreement to West Bank, and neither the City or RA are aware of the assignment of the TIF Revenues which may be payable for Phase 3 to any other party other than West Bank on Phase 3 as set forth herein..

IN WITNESS WHEREOF, this Acknowledgment and Estoppel Certificate is executed and delivered subject to the provisions of section 9.16 of the Development Agreement this _____ day of April, 2023.

City of Stevens Point, Wisconsin

Redevelopment Authority of the City
of Stevens Point, Wisconsin

By: _____
Mike Wiza, Mayor

By: _____
John Schlice, Chairperson

By: _____
Kari Yenter, City Clerk

By: _____
Ryan Kernosky, Executive
Director

2023 Street Improvement Project #23-01

Quest Bid #8422718

City of Stevens Point

04/04/2023 11:00 AM CDT

Line Item	Item Code	Item Description	UoM	Quantity	Integrity Grading and Excavating, Inc.		James Peterson Sons, Inc. - Utility Division		Earth Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	STRT-1	Common Excavation	CY	19,000	\$15.06	\$286,140.00	\$16.50	\$313,500.00	\$20.00	\$380,000.00
2	STRT-2	Mobilization	LS	1	\$102,000.00	\$102,000.00	\$667,911.30	\$667,911.30	\$200,000.00	\$200,000.00
3	STRT-3	Rock Excavation?Utility Trench	CY	100	\$56.01	\$5,601.00	\$200.00	\$20,000.00	\$10.00	\$1,000.00
4	STRT-4	HMA Pavement, 4MT58-34S	T	1,575	\$96.72	\$152,334.00	\$97.69	\$153,861.75	\$100.00	\$157,500.00
5	STRT-5	HMA Pavement, 3MT58-34S	T	2,000	\$100.56	\$201,120.00	\$101.57	\$203,140.00	\$102.00	\$204,000.00
6	STRT-6	Prepare Foundation for Asphaltic Paving	LS	1	\$26,530.00	\$26,530.00	\$26,795.30	\$26,795.30	\$29,530.00	\$29,530.00
7	STRT-7	Dense Graded Base, 1 1/4-IN	T	16,000	\$15.00	\$240,000.00	\$15.50	\$248,000.00	\$16.25	\$260,000.00
8	STRT-8	Excavation Below Subgrad	CY	1,000	\$20.00	\$20,000.00	\$20.00	\$20,000.00	\$18.00	\$18,000.00
9	STRT-9	Biaxial Geogrid	SY	2,000	\$3.00	\$6,000.00	\$3.00	\$6,000.00	\$3.50	\$7,000.00
10	STRT-10	Compacted Fill	CY	1,000	\$12.00	\$12,000.00	\$12.00	\$12,000.00	\$20.00	\$20,000.00
11	STRT-11	Concrete Sidewalk, 4-IN	SF	36,000	\$5.95	\$214,200.00	\$5.95	\$214,200.00	\$6.15	\$221,400.00
12	STRT-12	Concrete Sidewalk, 6-IN	SF	4,600	\$6.75	\$31,050.00	\$6.75	\$31,050.00	\$7.20	\$33,120.00
13	STRT-13	Concrete Sidewalk Removal	SF	7,850	\$0.85	\$6,672.50	\$0.85	\$6,672.50	\$2.00	\$15,700.00
14	STRT-14	Detectable Warning Field	SF	440	\$35.00	\$15,400.00	\$35.00	\$15,400.00	\$38.00	\$16,720.00
15	STRT-15	Concrete Driveway, 6-IN	SF	15,000	\$6.75	\$101,250.00	\$6.75	\$101,250.00	\$7.00	\$105,000.00
16	STRT-16	24-IN Curb and Gutter	LF	8,600	\$15.35	\$132,010.00	\$15.35	\$132,010.00	\$15.50	\$133,300.00
17	STRT-17	Curb and Gutter Removal	LF	5,000	\$3.00	\$15,000.00	\$4.00	\$20,000.00	\$4.20	\$21,000.00
18	STRT-18	Storm Sewer Lateral, 6-IN, Schedule 70 PVC	LF	45	\$80.00	\$3,600.00	\$102.45	\$4,610.25	\$95.00	\$4,275.00
19	STRT-19	Drain Basin, 24-IN W/ Casting	EA	49	\$4,800.00	\$235,200.00	\$3,885.33	\$190,381.17	\$3,500.00	\$171,500.00
20	STRT-20	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 12-IN	LF	2,200	\$92.00	\$202,400.00	\$82.15	\$180,730.00	\$68.00	\$149,600.00
21	STRT-21	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 15-IN	LF	1,500	\$98.00	\$147,000.00	\$46.04	\$69,060.00	\$77.00	\$115,500.00
22	STRT-22	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 18-IN	LF	425	\$95.00	\$40,375.00	\$50.10	\$21,292.50	\$78.00	\$33,150.00
23	STRT-23	Storm Sewer Pipe, Corrugated HDPE, Class III-A, 24-IN	LF	100	\$120.00	\$12,000.00	\$69.80	\$6,980.00	\$104.00	\$10,400.00
24	STRT-24	4-FT DIA Storm Sewer MH W/ Casting	EA	15	\$4,400.00	\$66,000.00	\$4,003.13	\$60,046.95	\$4,500.00	\$67,500.00
25	STRT-25	5-FT DIA Storm Sewer MH W/ Casting	EA	2	\$5,600.00	\$11,200.00	\$5,691.42	\$11,382.84	\$6,600.00	\$13,200.00
26	STRT-26	8-FT DIA Storm Sewer MH W/ Casting	EA	1	\$10,000.00	\$10,000.00	\$12,147.11	\$12,147.11	\$12,000.00	\$12,000.00
27	STRT-27	Adjusting Existing MH Casting	EA	1	\$2,400.00	\$2,400.00	\$1,180.95	\$1,180.95	\$2,000.00	\$2,000.00
28	STRT-28	Adjusting Existing Inlet Casting	EA	2	\$2,450.00	\$4,900.00	\$1,507.50	\$3,015.00	\$1,000.00	\$2,000.00
29	STRT-29	8-IN SDR 35 PVC Sanitary Sewer Main	LF	2,550	\$100.00	\$255,000.00	\$57.11	\$145,630.50	\$96.00	\$244,800.00
30	STRT-30	10-IN SDR 35 PVC Sanitary Sewer Main	LF	180	\$105.00	\$18,900.00	\$121.69	\$21,904.20	\$165.00	\$29,700.00
31	STRT-31	15-IN SDR 35 PVC Sanitary Sewer Main	LF	810	\$115.00	\$93,150.00	\$86.70	\$70,227.00	\$200.00	\$162,000.00
32	STRT-32	6-IN SDR 35 Sanitary Sewer Lateral Replacement	LF	1,600	\$65.00	\$104,000.00	\$49.96	\$79,936.00	\$98.00	\$156,800.00
33	STRT-33	4-FT DIA Sanitary Sewer MH W/ Casting	EA	7	\$6,750.00	\$47,250.00	\$5,540.71	\$38,784.97	\$7,800.00	\$54,600.00
34	STRT-34	4-FT Sanitary Sewer MH W/ 1 Outside Drop and W/ Casting	EA	1	\$7,000.00	\$7,000.00	\$8,462.67	\$8,462.67	\$13,500.00	\$13,500.00
35	STRT-35	4-FT Sanitary Sewer MH W/ 2 Outside Drops and W/ Casting	EA	1	\$7,250.00	\$7,250.00	\$13,664.80	\$13,664.80	\$14,000.00	\$14,000.00
36	STRT-36	Special Bedding	LF	2,500	\$9.10	\$22,750.00	\$19.62	\$49,050.00	\$23.00	\$57,500.00
37	STRT-37	6-IN C900 PVC Water Main	LF	110	\$130.00	\$14,300.00	\$90.96	\$10,005.60	\$180.00	\$19,800.00
38	STRT-38	8-IN C900 PVC Water Main	LF	2,600	\$120.00	\$312,000.00	\$88.30	\$229,580.00	\$128.00	\$332,800.00
39	STRT-39	12-IN C900 PVC Water Main	LF	1,300	\$200.00	\$260,000.00	\$181.06	\$235,378.00	\$285.00	\$370,500.00
40	STRT-40	Hydrant	EA	7	\$7,500.00	\$52,500.00	\$8,401.00	\$58,807.00	\$7,500.00	\$52,500.00
41	STRT-41	1-IN Polyethylene Water Service Lateral	LF	1,600	\$66.00	\$105,600.00	\$61.68	\$98,688.00	\$85.00	\$136,000.00
42	STRT-42	2-IN Polyethylene Water Service Lateral	LF	80	\$80.00	\$6,400.00	\$58.21	\$4,656.80	\$135.00	\$10,800.00
43	STRT-43	4-IN Thick Insulation	SF	160	\$38.91	\$6,225.60	\$6.00	\$960.00	\$16.00	\$2,560.00
44	STRT-44	Temporary Water Service	LS	1	\$125,000.00	\$125,000.00	\$29,835.00	\$29,835.00	\$25,000.00	\$25,000.00
45	STRT-45	Relocate Mailboxes	LS	16	\$1,200.00	\$19,200.00	\$200.00	\$3,200.00	\$220.00	\$3,520.00
46	STRT-46	Subsurface Exploration	EA	6	\$3,100.00	\$18,600.00	\$1,500.00	\$9,000.00	\$800.00	\$4,800.00
47	STRT-47	Seed Restoration	SY	9,550	\$7.85	\$74,967.50	\$13.05	\$124,627.50	\$9.00	\$85,950.00
48	STRT-48	Water for Seeded Areas	MGAL	150	\$103.00	\$15,450.00	\$85.00	\$12,750.00	\$105.00	\$15,750.00
49	STRT-49	Erosion Control	LS	1	\$10,000.00	\$10,000.00	\$68,200.00	\$68,200.00	\$11,000.00	\$11,000.00
50	STRT-50	Tree Removal	IN DIA	800	\$14.00	\$11,200.00	\$54.18	\$43,344.00	\$44.00	\$35,200.00
51	STRT-51	Traffic Control	LS	1	\$7,038.00	\$7,038.00	\$10,038.00	\$10,038.00	\$25,000.00	\$25,000.00
52	STRT-52	Bypass Pumping	LS	1	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00
53	STRT-53	Relocate Existing Bus Shelter	LS	1	\$8,500.00	\$8,500.00	\$6,526.00	\$6,526.00	\$2,000.00	\$2,000.00
54	STRT-54	Staking Storm Sewer Structures	EA	64	\$68.00	\$4,352.00	\$68.00	\$4,352.00	\$110.00	\$7,040.00
55	STRT-55	Staking Sanitary Sewer Structures	EA	7	\$100.00	\$700.00	\$100.00	\$700.00	\$350.00	\$2,450.00
56	STRT-56	Staking Water Main	LS	1	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$2,000.00	\$2,000.00
57	STRT-57	Staking Subgrade	LF	5,300	\$0.01	\$53.00	\$0.60	\$3,180.00	\$0.60	\$3,180.00
58	STRT-58	Staking Base	LF	5,300	\$0.73	\$3,869.00	\$0.73	\$3,869.00	\$0.60	\$3,180.00
59	STRT-59	Staking Curb and Gutter	LF	8,600	\$0.75	\$6,450.00	\$0.75	\$6,450.00	\$0.60	\$5,160.00
		Total Base Bid:				\$3,975,187.60		\$4,159,524.66		\$4,328,485.00
		Total Base Bid with Contingency:				\$4,571,465.74		\$4,783,453.36		\$4,977,757.75

Emerson Park
Park Redevelopment Project
3/15/23 2:00PM

CONTRACT "A" - EMERSON PARK - PARK REDEVELOPMENT PROJECT - BASE BID

				Altmann Construction Co.		Earth Inc.		Ellis Construction		Fahrner Excavating, Inc.		Green Thumb Sprinkler & Landscaping	
Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
DEMOLITION / EARTHWORK / EROSION CONTROL													
1.	Mobilization	L.S.	1	\$28,381.00	\$28,381.00	\$8,900.00	\$8,900.00	\$23,471.78	\$23,471.78	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00
2.	Demolition	L.S.	1	\$5,927.00	\$5,927.00	\$2,000.00	\$2,000.00	\$1,106.71	\$1,106.71	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00
3.	Common Excavation	L.S.	1	\$8,251.00	\$8,251.00	\$3,500.00	\$3,500.00	\$3,873.49	\$3,873.49	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00
4.	Strip and Remove Topsoil	L.S.	1	\$3,301.00	\$3,301.00	\$3,800.00	\$3,800.00	\$3,320.13	\$3,320.13	\$2,800.00	\$2,800.00	\$6,500.00	\$6,500.00
5.	Tracking Pad	EACH	1	\$1,651.00	\$1,651.00	\$2,000.00	\$2,000.00	\$1,660.07	\$1,660.07	\$1,500.00	\$1,500.00	\$900.00	\$900.00
6.	Concrete Truck Wash Out Area	EACH	1	\$551.00	\$551.00	\$150.00	\$150.00	\$553.36	\$553.36	\$1,500.00	\$1,500.00	\$500.00	\$500.00
7.	Inlet Protection, Type A	EACH	2	\$55.00	\$110.00	\$160.00	\$320.00	\$27.67	\$55.34	\$100.00	\$200.00	\$50.00	\$100.00
8.	Silt Fence	L.F.	312	\$3.30	\$1,029.60	\$3.00	\$936.00	\$3.32	\$1,035.84	\$4.00	\$1,248.00	\$3.50	\$1,092.00
9.	Silt Sock	L.F.	136	\$3.30	\$448.80	\$9.50	\$1,292.00	\$3.32	\$451.52	\$3.50	\$476.00	\$4.00	\$544.00
10.	Erosion Control Maintenance	L.S.	1	\$276.00	\$276.00	\$500.00	\$500.00	\$276.68	\$276.68	\$500.00	\$500.00	\$750.00	\$750.00
11.	Landscape Restoration -Topsoil, Seed, Fertilize, and Mulch	L.S.	1	\$10,231.00	\$10,231.00	\$8,900.00	\$8,900.00	\$10,292.40	\$10,292.40	\$9,500.00	\$9,500.00	\$5,400.00	\$5,400.00
12.	Landscape Maintenance	L.S.	1	\$17,601.00	\$17,601.00	\$2,550.00	\$2,550.00	\$17,707.36	\$17,707.36	\$4,000.00	\$4,000.00	\$2,250.00	\$2,250.00
UTILITIES													
13.	4" Underdrain	L.F.	415	\$14.30	\$5,934.50	\$16.80	\$6,972.00	\$14.39	\$5,971.85	\$16.50	\$6,847.50	\$22.00	\$9,130.00
14.	SDR 35 PVC Storm Pipe, 6-inch	L.F.	114	\$30.81	\$3,512.34	\$27.50	\$3,135.00	\$30.99	\$3,532.86	\$36.00	\$4,104.00	\$20.00	\$2,280.00
15.	Modular PVC Basin, 18-inch	EACH	1	\$661.00	\$661.00	\$2,450.00	\$2,450.00	\$664.03	\$664.03	\$2,800.00	\$2,800.00	\$1,800.00	\$1,800.00
16.	Existing Manhole Connection	L.S.	1	\$331.00	\$331.00	\$2,650.00	\$2,650.00	\$332.01	\$332.01	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00
HARD SURFACE PAVEMENT													
17.	HMA Pavement, 3-inch Depth	S.Y.	985	\$36.55	\$36,001.75	\$35.00	\$34,475.00	\$36.77	\$36,218.45	\$35.53	\$35,000.00	\$35.00	\$34,475.00
18.	Base Aggregate Dense, 1 1/4 inch, 10-inch Depth	S.Y.	1,030	\$15.40	\$15,862.00	\$15.50	\$15,965.00	\$15.49	\$15,954.70	\$9.35	\$9,630.50	\$22.50	\$23,175.00
19.	Concrete Sidewalk, 5-inch Fiber Reinforced	S.F.	352	\$19.65	\$6,916.80	\$22.50	\$7,920.00	\$11.03	\$3,882.56	\$20.00	\$7,040.00	\$14.40	\$5,068.80
20.	Base Aggregate Dense, 3/4 inch, 6-inch Depth	S.Y.	52	\$22.02	\$1,145.04	\$12.00	\$624.00	\$22.13	\$1,150.76	\$10.00	\$520.00	\$26.20	\$1,362.40
21.	Basketball & Pickleball Court Pavement Striping	L.S.	1	\$5,941.00	\$5,941.00	\$3,100.00	\$3,100.00	\$5,976.23	\$5,976.23	\$6,000.00	\$6,000.00	\$5,724.00	\$5,724.00
22.	Hardcourt Sawcut	L.F.	67	\$13.21	\$885.07	\$8.50	\$569.50	\$9.91	\$663.97	\$9.85	\$659.95	\$10.00	\$670.00
FENCING													
23.	10', Black, Vinyl Coated Chain Link Fence	L.F.	240	\$66.61	\$15,986.40	\$63.00	\$15,120.00	\$67.01	\$16,082.40	\$66.00	\$15,840.00	\$66.00	\$15,840.00
24.	4'H Black, Vinyl Coated Chain Link Fence	L.F.	52	\$52.57	\$2,733.64	\$49.25	\$2,561.00	\$52.57	\$2,733.64	\$51.00	\$2,652.00	\$50.00	\$2,600.00
25.	10' to 4' Vinyl Coated Chain Link Fencing Transition	EACH	2	\$1,100.50	\$2,201.00	\$1,050.00	\$2,100.00	\$1,106.71	\$2,213.42	\$800.00	\$1,600.00	\$1,150.00	\$2,300.00
26.	24', Black, Vinyl Coated Chain Link Backstop	L.F.	48	\$340.46	\$16,342.08	\$315.40	\$15,139.20	\$342.53	\$16,441.44	\$330.00	\$15,840.00	\$330.00	\$15,840.00
SITE AMENITIES/ATHLETIC EQUIPMENT													
27.	Basketball Hoop - 10' w/ Pad	EACH	2	\$8,168.00	\$16,336.00	\$7,865.00	\$15,730.00	\$8,217.32	\$16,434.64	\$8,000.00	\$16,000.00	\$7,900.00	\$15,800.00
28.	Basketball Hoop - 8' w/ Pad	EACH	2	\$4,719.50	\$9,439.00	\$4,580.00	\$9,160.00	\$4,747.79	\$9,495.58	\$4,700.00	\$9,400.00	\$4,500.00	\$9,000.00
29.	Precast Concrete Bag Toss Boards	SET	2	\$1,953.00	\$3,906.00	\$2,035.00	\$4,070.00	\$1,964.41	\$3,928.82	\$1,900.00	\$3,800.00	\$1,950.00	\$3,900.00
GENERAL													
30.	In Kind Donation	L.S.	-1	\$1,651.00	-\$1,651.00	\$2,000.00	-\$2,000.00	\$0.00	\$0.00	\$1,000.00	-\$1,000.00	\$0.00	\$0.00
31.	Construction Layout	L.S.	1	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner
32.	Construction Testing	L.S.	1	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner

Total Base Bid - Contract "A"-Site Construction

\$220,242.02

as written
difference

\$220,243.02
-\$1.00

as written
difference

\$174,588.70

\$178,588.70
-\$4,000.00

as written
difference

\$205,482.04

\$205,490.47
-\$8.43

\$199,457.95

\$185,251.20

BID RECOMMENDATION

PROJECT: Emerson Park – Park Redevelopment Project

FROM: Rettler Corporation, Ross Rettler
TO: City of Stevens Point Parks, Recreation & Forestry Department, Dan Kremer
DATE: March 15, 2023
RE: Bid Results – Contract ‘A’ – Emerson Park – Park Redevelopment Project

Mr. Kremer;

The City of Stevens Point Parks, Recreation & Forestry Department, Emerson Park, Park Redevelopment Project bids for Contract “A” were opened on March 16th, 2023.

Bids for Contract “A”, as part of the Park Redevelopment Project were received from five (5) contractors. Bids were received from Altmann Construction Co., Earth Inc., Ellis Construction Inc., Fahrner Excavating Inc., and Green Thumb Sprinkler & Landscaping LLC.

Qualifying Bids, for Contract ‘A’ – Park Redevelopment Project– Base Bid are as follows:

Earth, Inc.	\$174,588.70
Green Thumb Sprinkler & Landscaping, LLC	\$185,251.20
Fahrner Excavating, Inc.	\$199,457.95
Ellis Construction, Inc.	\$205,482.04
Altmann Construction Co.	\$220,242.02

Earth, Inc. is the recommended, qualified low bidder for the Contract “A”, Base Bid in the amount of \$174,588.70. It is recommended that a 15% contingency be maintained on this project. The recommended contractor has exhibited successful completion of similar past projects.

Please contact us if you have questions concerning the bid results and recommendations.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ross Rettler', with a stylized flourish at the end.

Ross Rettler, PLA, ASLA
Partner



Memo

TO: Parks Commission
FROM: Dan Kremer, Director of Parks, Recreation, Forestry
DATE: March 17, 2023
RE: Approval of Emerson Park Redevelopment Project Bid – Basketball Court

Five bids were received for the basketball court, backstop, concrete cornhole goals and site access improvements for Emerson Park. The bid tabulation along with a bid recommendation letter from our consultant, Rettler Corporation, is included in the packet. The low bid from Earth, Inc. is under budget.

The City has partnered with the Friends of Emerson Park in which the friends group fundraised for this phase of work within the project and the City is coordinating the bidding and construction. The plan for this phase was for the City Parks Department to allocate \$50,000 in parkland development fees and the remaining balance to be provided by the friends group. Parkland development fees are paid during new housing construction by the property owner for development of new park amenities.

Recommendation

Award the Emerson Park Redevelopment Project bid for phase two in Emerson Park to Earth, Inc. in the not-to-exceed amount of \$200,775 (includes a 15% contingency).

Parkland Development Fees: \$50,000
Friends of Emerson Park from Donations: \$150,775



KB Willett Ice Arena and Goerke Park Improvements
Bid Summary
Project # 22- 18

Bid Opening Date: March 29, 2023 - 2:00 pm

Company	Altmann	Findorff	Ellis	Boldt
Complete recladding of KB Willett as Indicated in drawings	\$ 236,000	\$ 224,894	\$ 316,332	\$ 325,463
Building addition to KB Willett as indicated in drawings	\$ 1,954,000	\$ 1,699,106	\$ 2,141,466	\$ 2,107,905
Front vestibule addition and existing office expansion in KB Willett Ice Arena as indicated in	\$ 50,000	\$ 285,704	\$ 99,789	\$ 40,424
Complete project sitework	\$ 380,000	\$ 391,281	\$ 268,969	\$ 466,649
Extension of irrigation	\$ 30,000	\$ 22,301	\$ 15,619	\$ 56,143
Point Women's Locker Room Renovation	\$ 80,000	\$ 139,073	\$ 188,392	\$ 71,246
Total	\$ 2,730,000	\$ 2,762,359	\$ 3,030,567	\$ 3,067,830



Memo

TO: Parks Commission
FROM: Dan Kremer, Director of Parks, Recreation, Forestry
DATE: March 30, 2023
RE: Approval of KB Willett Arena addition and Goerke Park Improvements

Four bids were received for the KB Willett team room addition, the remodel of the basement locker room for the UWSP Pointer women's hockey team, the construction of the east entrance vestibule, the recladding of the east and south sides of the arena and the addition to the office. The low bid received was from Altmann Construction in the amount of \$2,730,000. All four bids were within \$338,000 of each other. Altmann Construction is a reputable and qualified contractor and has the expertise to complete this scope of work.

The project team has fundraised \$4.451 million dollars thus far for this project through a combination of private partnerships/donations and school district/university/city pledges. Of that total, the first phase of work (new turf, video board, sound system, camera system, repair of south scoreboard, remodel of restrooms) approximately \$1.5 million has been spent. This phase of work will be completed and funded via the remaining balance.

One more phase of this project is scheduled to be completed at a later date; that phase includes entrance archways and recladding of the press box. This phase will be bid out at a later date when funding allows.

Recommendation

Award the KB Willett Arena addition and Goerke Park Improvements to Altmann Construction for the amount not to exceed \$2,866,500 (includes a 5% contingency).



**Subject – Bid Acceptance & Award of #22-18 K.B. Willett Addition Project
03-31-2023**

To Mr. Dan Kremer, Director of Stevens Point Parks & Recreation -

It has been an interesting journey thus far seeing this project inch closer and closer to reality. Wednesday's bid opening resulted in numerous bids under budget and we are excited to recognize that K.B. Willett will be receiving its long overdue addition!

Following the public bid opening of proposals for the K.B. Willett Building Addition & Goerke Park Renovations project for the City of Stevens Point, WI, it has been determined that **Altmann Construction Company, Inc.** has provided the lowest, qualified bid for the project. The team here at Ramaker reviewed all bids and in conjunction with City staff, we have confirmed the qualification and completeness of the bid from Altmann.

With that being said, Ramaker recommends that the City of Stevens Point Parks & Recreation award Altmann Construction Company, Inc. the K.B. Willett Building Addition & Goerke Park Renovation project, in full as outlined per the bid documents, at the total fee illustrated in their bid.

Upon receipt of award, Ramaker will assist the City with finalizing terms of the contract as provided for reference within the bid documents.

If there are any questions, please don't hesitate to reach out! Once again, congratulations and we are excited to see this vision come to life with your team!

Thank you!

A handwritten signature in black ink that reads "Joseph C. Gallagher".

Joseph C Gallagher, AIA, NCARB

Architectural Service Group Leader

Ramaker

Line Item	Item Code	Item Description	UoM	Quantity	A-1 Excavating LLC		Stuczynski Trucking & Excavating, Inc		Earth Inc.		Haas Sons, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	201.0120	Clearing (Undistributed)	I.D.	50	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00	\$25.00	\$1,250.00
2	201.0220	Grubbing	I.D.	507	\$30.00	\$15,210.00	\$15.00	\$7,605.00	\$25.00	\$12,675.00	\$25.00	\$12,675.00
3	202.0105	Roadside Clearing	STA.	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,750.00	\$3,500.00	\$800.00	\$1,600.00
4	204.0100	Removing Concrete Pavement	S.Y.	2,450	\$10.00	\$24,500.00	\$8.00	\$19,600.00	\$4.00	\$9,800.00	\$12.00	\$29,400.00
5	204.0115	Removing Asphaltic Surface Butt Joints	S.Y.	200	\$10.00	\$2,000.00	\$5.00	\$1,000.00	\$4.00	\$800.00	\$6.00	\$1,200.00
6	204.0150	Removing Curb and Gutter	L.F.	16	\$10.00	\$160.00	\$10.00	\$160.00	\$15.00	\$240.00	\$10.00	\$160.00
7	204.0155	Removing Concrete Sidewalk	S.Y.	37	\$10.00	\$370.00	\$10.00	\$370.00	\$5.00	\$185.00	\$10.00	\$370.00
8	205.0100	Excavation Common	C.Y.	23,800	\$16.00	\$380,800.00	\$15.00	\$357,000.00	\$15.00	\$357,000.00	\$17.19	\$409,122.00
9	209.0100	Backfill Granular (Undistributed)	C.Y.	100	\$10.00	\$1,000.00	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$40.00	\$4,000.00
10	211.0100	Prepare Foundation for Asphaltic Paving (Project)	L.S.	1	\$42,400.00	\$42,400.00	\$44,693.00	\$44,693.00	\$42,500.00	\$42,500.00	\$44,091.00	\$44,091.00
11	213.0100	Finishing Roadway (Project)	EACH	7	\$100.00	\$700.00	\$750.00	\$5,250.00	\$7,500.00	\$52,500.00	\$1.00	\$7.00
12	305.0110	Base Aggregate Dense (3/4-Inch)	TON	935	\$24.00	\$22,440.00	\$35.00	\$32,725.00	\$28.00	\$26,180.00	\$26.75	\$25,011.25
13	305.0120	Base Aggregate Dense (1-Inch)	TON	23,500	\$18.00	\$423,000.00	\$14.75	\$346,625.00	\$18.00	\$423,000.00	\$15.75	\$370,125.00
14	416.0160	Concrete Driveway (6-Inch)	S.Y.	2,620	\$70.00	\$183,400.00	\$75.00	\$196,500.00	\$72.00	\$188,640.00	\$70.88	\$185,705.60
15	460.6243	HMA Pavement 3MT58-34S (2 1/2-Inch)	TON	3,710	\$98.00	\$363,580.00	\$102.94	\$381,907.40	\$97.00	\$359,870.00	\$101.56	\$376,787.60
16	460.6244	HMA Pavement 4MT58-34S (2-Inch)	TON	2,970	\$101.00	\$299,970.00	\$106.38	\$315,948.60	\$100.00	\$297,000.00	\$104.95	\$311,701.50
17	465.0105	Asphaltic Surface (3-Inch)	TON	1,115	\$132.00	\$147,180.00	\$138.44	\$154,360.60	\$130.00	\$144,950.00	\$136.57	\$152,275.55
18	465.0315	Asphaltic Flumes	S.Y.	31	\$100.00	\$3,100.00	\$80.63	\$2,499.53	\$80.00	\$2,480.00	\$79.54	\$2,465.74
19	522.0110	Culvert Pipe Reinforced Concrete Class III (10-Inch)	L.F.	44	\$70.00	\$3,080.00	\$100.00	\$4,400.00	\$82.00	\$3,608.00	\$105.00	\$4,620.00
20	522.1010	Apron Endwalls for Culvert Pipe Reinforced Concrete (10-Inch)	EACH	2	\$500.00	\$1,000.00	\$300.00	\$600.00	\$850.00	\$1,700.00	\$950.00	\$1,900.00
21	601.0324	Concrete Curb and Gutter (24-Inch)	L.F.	855	\$27.00	\$23,085.00	\$17.00	\$14,535.00	\$26.00	\$22,230.00	\$26.94	\$23,033.70
22	601.0553	Concrete Curb & Gutter Type D (4-Inch Sloped 36-Inch)	L.F.	465	\$29.00	\$13,485.00	\$38.00	\$17,670.00	\$28.00	\$13,020.00	\$29.09	\$13,526.85
23	602.0405	Concrete Sidewalk (4-Inch)	S.F.	500	\$9.00	\$4,500.00	\$7.50	\$3,750.00	\$9.00	\$4,500.00	\$8.40	\$4,200.00
24	602.0415	Concrete Sidewalk (6-Inch)	S.F.	420	\$8.00	\$3,360.00	\$8.50	\$3,570.00	\$8.00	\$3,360.00	\$7.88	\$3,309.60
25	602.0515	Curb Ramp Detectable Warning Field (Matural Patina)	S.F.	20	\$36.00	\$720.00	\$50.00	\$1,000.00	\$36.00	\$720.00	\$36.75	\$735.00
26	606.0200	Medium Riprap	TON	5	\$100.00	\$500.00	\$100.00	\$500.00	\$150.00	\$750.00	\$200.00	\$1,000.00
27	608.3012	Storm Sewer Pipe Corrugated HDPE Class III-A (12-Inch)	L.F.	746	\$39.00	\$29,094.00	\$65.00	\$48,490.00	\$72.00	\$53,712.00	\$49.00	\$36,554.00
28	608.3015	Storm Sewer Pipe Corrugated HDPE Class III-A (15-Inch)	L.F.	641	\$41.00	\$26,281.00	\$75.00	\$48,075.00	\$78.00	\$49,998.00	\$51.00	\$32,691.00
29	611.2004	Manholes (4-Foot Diameter)	EACH	4	\$4,290.00	\$17,160.00	\$3,000.00	\$12,000.00	\$3,800.00	\$15,200.00	\$4,650.00	\$18,600.00
30	611.8110	Adjusting Manhole Covers	EACH	35	\$912.00	\$31,920.00	\$1,550.00	\$54,250.00	\$1,300.00	\$45,500.00	\$1,500.00	\$52,500.00
31	619.1000	Mobilization	L.S.	1	\$164,800.00	\$164,800.00	\$90,000.00	\$90,000.00	\$75,050.00	\$75,050.00	\$92,750.00	\$92,750.00
32	625.0100	Topsoil	S.Y.	19,500	\$1.00	\$19,500.00	\$4.50	\$87,750.00	\$5.00	\$97,500.00	\$6.34	\$123,630.00
33	628.1504	Silt Fence	L.F.	500	\$2.00	\$1,000.00	\$3.00	\$1,500.00	\$3.00	\$1,500.00	\$3.15	\$1,575.00
34	628.2002	Erosion Mat Urban Class 1 Type A	S.Y.	19,500	\$2.00	\$39,000.00	\$1.60	\$31,200.00	\$1.75	\$34,125.00	\$2.52	\$49,140.00
35	628.7010	Inlet Protection Type B	EACH	12	\$50.00	\$600.00	\$100.00	\$1,200.00	\$175.00	\$2,100.00	\$78.75	\$945.00
36	628.7015	Inlet Protection Type C	EACH	6	\$70.00	\$420.00	\$200.00	\$1,200.00	\$175.00	\$1,050.00	\$78.75	\$472.50
37	629.0205	Fertilizer Type A	S.Y.	19,500	\$0.30	\$5,850.00	\$0.30	\$5,850.00	\$0.15	\$2,925.00	\$0.21	\$4,095.00
38	630.0140	Seed Mixture No. 40	S.Y.	19,500	\$1.00	\$19,500.00	\$1.30	\$25,350.00	\$0.50	\$9,750.00	\$0.58	\$11,310.00
39	634.0811	Post Tubular Steel (2 x 2-Inch x 11-feet)	EACH	2	\$300.00	\$600.00	\$250.00	\$500.00	\$150.00	\$300.00	\$346.50	\$693.00
40	634.0812	Post Tubular Steel (2 x 2-Inch x 12-feet)	EACH	8	\$320.00	\$2,560.00	\$300.00	\$2,400.00	\$155.00	\$1,240.00	\$351.50	\$2,812.00
41	637.0202	Signs Reflective Type II	S.F.	55	\$42.00	\$2,310.00	\$25.00	\$1,362.50	\$50.00	\$2,750.00	\$42.00	\$2,310.00
42	638.2102	Moving Signs Type II	EACH	2	\$100.00	\$200.00	\$150.00	\$300.00	\$250.00	\$500.00	\$52.50	\$105.00
43	638.2602	Removing Signs Type II	EACH	21	\$50.00	\$1,050.00	\$75.00	\$1,575.00	\$100.00	\$2,100.00	\$42.00	\$882.00
44	638.3000	Removing Small Sign Supports	EACH	10	\$30.00	\$300.00	\$75.00	\$750.00	\$100.00	\$1,000.00	\$42.00	\$420.00
45	638.4000	Moving Small Sign Supports	EACH	2	\$250.00	\$500.00	\$100.00	\$200.00	\$250.00	\$500.00	\$315.00	\$630.00
46	643.0100	Traffic Control (Project)	L.S.	1	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$12,500.00	\$12,500.00	\$6,600.00	\$6,600.00
47	690.0150	Sawing Asphalt	L.F.	2,270	\$2.00	\$4,540.00	\$2.50	\$5,675.00	\$3.00	\$6,810.00	\$1.50	\$3,405.00
48	690.0250	Sawing Concrete	L.F.	1,343	\$3.00	\$4,029.00	\$3.50	\$4,700.50	\$5.00	\$6,715.00	\$2.35	\$3,156.05
49	650.4000	Construction Staking Storm Sewer	EACH	13	\$110.00	\$1,430.00	\$125.00	\$1,625.00	\$125.00	\$1,625.00	\$99.75	\$1,296.75
50	650.4500	Construction Staking Subgrade	L.F.	10,051	\$0.01	\$100.51	\$0.01	\$100.51	\$0.01	\$100.51	\$0.53	\$5,327.03
51	650.5000	Construction Staking Base	L.F.	10,051	\$0.60	\$6,030.60	\$0.01	\$100.51	\$1.00	\$10,051.00	\$0.81	\$8,141.31
52	650.5500	Construction Staking Curb and Gutter	L.F.	1,320	\$0.90	\$1,188.00	\$0.65	\$858.00	\$1.00	\$1,320.00	\$1.58	\$2,085.60
53	650.9911	Construction Staking Supplemental Control (Project)	EACH	1	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,500.00	\$2,500.00	\$1,804.96	\$1,804.96
54	650.9920	Construction Staking Slope Stakes	L.F.	10,051	\$1.00	\$10,051.00	\$0.75	\$7,538.25	\$0.75	\$7,538.25	\$0.81	\$8,141.31
55	706.0401	Class B Bedding (Undistributed)	L.F.	100	\$22.00	\$2,200.00	\$20.00	\$2,000.00	\$35.00	\$3,500.00	\$1.00	\$100.00
56	711.0608	Diameter Water Main (8-Inch)	L.F.	24	\$360.00	\$8,640.00	\$300.00	\$7,200.00	\$260.00	\$6,240.00	\$472.00	\$11,328.00
57	712.0601	Rigid Insulation (2-Inch) (Undistributed)	L.F.	100	\$14.00	\$1,400.00	\$12.00	\$1,200.00	\$12.00	\$1,200.00	\$20.00	\$2,000.00
58	SPV.0035.01	Undercut (Undistributed)	C.Y.	750	\$20.00	\$15,000.00	\$30.00	\$22,500.00	\$28.00	\$21,000.00	\$15.00	\$11,250.00
59	SPV.0060.01	Drain Basin (24-Inch)	EACH	6	\$2,900.00	\$17,400.00	\$3,000.00	\$18,000.00	\$3,950.00	\$23,700.00	\$3,250.00	\$19,500.00
60	SPV.0060.02	Drain Basin (30-Inch)	EACH	1	\$5,972.00	\$5,972.00	\$4,000.00	\$4,000.00	\$7,250.00	\$7,250.00	\$6,250.00	\$6,250.00
61	SPV.0060.03	Install Valve Box	EACH	24	\$910.00	\$21,840.00	\$2,000.00	\$48,000.00	\$1,250.00	\$30,000.00	\$1,750.00	\$42,000.00
62	SPV.0060.04	Construction Staking Concrete Driveways	EACH	53	\$100.00	\$5,300.00	\$90.00	\$4,770.00	\$85.00	\$4,505.00	\$70.00	\$3,710.00
63	SPV.0060.05	Relocate Mailboxes	EACH	196	\$100.00	\$19,600.00	\$200.00	\$39,200.00	\$200.00	\$39,200.00	\$75.00	\$14,700.00
64	SPV.0105.01	Removing Storm Sewer (Project)	L.S.	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$16,800.00	\$16,800.00
65	SPV.0105.02	Construction Staking Water Main	L.S.	1	\$600.00	\$600.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$1,890.00	\$1,890.00
66	SPV.0120.01	Water for Seeded Areas	M GAL	325	\$30.00	\$9,750.00	\$90.00	\$29,250.00	\$75.00	\$24,375.00	\$31.50	\$10,237.50
67	SPV.0195.01	HMA Pavement 5MT58-34S w/ Forta-Fi and Wedging (1.5-Inch)	TON	125	\$131.00	\$16,375.00	\$137.26	\$17,157.50	\$135.00	\$16,875.00	\$134.06	\$16,757.50
Total Base Bid:						\$2,493,116.41		\$2,557,200.65		\$2,607,745.26		\$2,608,853.20
Total Base Bid with Contingency:						\$2,867,083.87		\$2,940,780.75		\$2,998,907.05		\$3,000,181.18

**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 242 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 242. On the east side of Clayton Avenue from Simonis Street to Prais Street.

SECTION II: This ordinance change shall take effect upon passage and publication:

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: March 31, 2023
Approved: April 17, 2023
Published: April 21, 2023

**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 Parking Violations of Section 24.27 of the Revised Municipal Code, **Schedule of Cash Deposits** is hereby **amended** to read as follows:

Class I: All Parking Violations except Class II and Class III

if paid within 7 days.....	\$15.00
if not paid within 7 days.....	\$25.00
if not paid within 20 days.....	\$35.00
if not paid within 60 days (Includes expense from state for TVRP (Traffic Violation and Registration Program).....	\$45.00

Class II: Violation of Zone Reserved for Disabled Persons

if paid within 7 days.....	\$100.00
if not paid within 7 days.....	\$110.00
if not paid within 20 days.....	\$120.00
if not paid within 60 days (Includes expense from state for TVRP (Traffic Violation and Registration Program).....	\$130.00

Class III: Overnight Parking and Snow Emergency Parking Violations

if paid within 7 days.....	\$25.00
if not paid within 7 days.....	\$35.00
if not paid within 20 days.....	\$45.00
if not paid within 60 days (Includes expense from state for TVRP (Traffic Violation and Registration Program).....	\$55.00

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: March 27, 2023
Approved: April 17, 2023
Published: April 21, 2023

LEASE AGREEMENT

between

BOYS AND GIRLS CLUB OF PORTAGE COUNTY, INC.

and

THE CITY OF STEVENS POINT,

a Wisconsin municipal corporation

with its primary office located at 1515 Strong's Ave., Stevens Point, Wisconsin 54481

THIS LEASE AGREEMENT (the "Agreement" or "Lease"), made as of the ____ day of _____, ("Effective Date") 2023, is by and between BOYS AND GIRLS CLUB OF PORTAGE COUNTY, INC., a Wisconsin non-stock corporation, having a notice and mailing address of PO Box 171 Stevens Point, WI 54481 ("B&GC" or "Tenant", as appropriate) and THE CITY OF STEVENS POINT, a Wisconsin municipal corporation with its primary office located at 1515 Strong's Ave., Stevens Point, Wisconsin 54481 ("City" or "Landlord", as appropriate).

PURPOSE

The purpose of this Agreement is to provide lease space for the Tenant in order to house a portion of Tenant's operations at 933 Michigan Ave., Stevens Point, WI 54481. Furthermore, the Tenant shall operate an educational and counseling center at the Property.

WITNESSETH:

1. **Construction and Definitions**

- 1.1 *City:* The City of Stevens Point, Wisconsin.
- 1.2 *Commencement Date:* The date on which the Lease Term commences as specified in Section 3.
- 1.3 *Effective Date:* The date inserted on the first page of this Agreement.
- 1.4 *Laws:* All laws, statutes, regulations, rules, ordinances and orders of any Governmental Authority, including common law and rulings, decisions and interpretations of all judicial, quasi-judicial, and administrative bodies.
- 1.5 *Lease Space:* The Lease Space is approximately 5,055 square feet in the building located at 933 Michigan Avenue, and is further defined in Exhibit 1.
- 1.6 *Operating Costs by Landlord:* Operating Costs by Landlord will include the following:
 - a) Electric charges;
 - b) Water and sewerage charges;
 - c) Heating and cooling charges;

- d) Pest control (for general Property areas);
- e) Licenses, permits and inspection fees;
- f) Repairs and replacement of improvements, excluding Tenant Specific Improvements;
- g) Charges of independent contractors performing work included within the definition of Operating Costs by Landlord;
- h) Exterior landscaping;
- i) Snow removal, except as indicated in Section 1.7h;
- j) Costs of performance of obligations pursuant to covenants, conditions, easements (including parking and access easements) and operating agreements affecting or appurtenant to the Property;
- k) All additional costs of compliance with Laws and other Legal Requirements directly applicable to the improvement or alteration, maintenance and operation of the building (excluding the Lease Space), including ADA; and

1.7 *Operating Costs by Tenant:* Operating Costs by Tenant will include the following:

- a) Utility (e.g. cable, internet, etc.) and other charges not identified in the Operating Costs by Landlord;
- b) Cleaning of Lease Space (including supplies and janitorial services);
- c) Pest control (for Lease Space areas);
- d) Licenses, permits and inspection fees;
- e) Insurance premiums;
- f) Repairs and replacement of Tenant Specific Improvements, if any exist;
- g) Equipment rental;
- h) Snow removal in the sidewalk and entryway area immediately East of the Lease Space.
- i) Charges of independent contractors performing work included within the definition of Operating Costs for Tenant;
- j) All additional costs of compliance with Laws and other Legal Requirements directly applicable to the improvement or alteration, maintenance and operation of the Lease Space, including ADA.

1.8 *Tenant Specific Improvements:* The Tenant Specific Improvements are the improvements needed by the Tenant for its operation within the Lease Space. Such improvements must receive prior written approval by the Landlord before being made and shall be at the sole cost of the Tenant.

2. **Lease of Premises.**

Landlord hereby leases to Tenant the Lease Space, and Tenant hereby leases the same from Landlord.

3. **Term**

- 3.1 *Minimum Lease Term.* The Minimum Lease Term for this Agreement is three (3) years. Following the expiration of the Minimum Lease Term, the Agreement may be extended in three (3) year increments by mutual agreement of the Landlord and the Tenant.
- 3.2 *Early Termination.* The Tenant may terminate the Agreement and vacate the Lease Space prior to the expiration of the Minimum Lease Term only if the Tenant provides the Landlord written notice of its intent to terminate the Agreement at least one hundred and eighty (180) days prior to the Agreement's termination under this Section.

4. **Consideration**

- 4.1 *Lease Payments.* The Tenant shall pay a Monthly Lease Payment to Landlord of \$2,527.50 (two thousand, five hundred and twenty-seven dollars and fifty cents) monthly on or before the 1st of each month, starting March 1, 2023. The Monthly Lease Payments are calculated by multiplying the Lease Space square footage of approximately 5,055 by an annual lease rate of \$6.00 per square foot and dividing by twelve.

5. **Tenant's Rights and Obligations**

- 5.1 *Use of Lease Space.* Tenant's use of the Lease Space is unrestricted, subject only to applicable laws, the restrictions and requirements of this Agreement, the authorizations of the City, and agreements in connection therewith. Improvements should be well maintained, and Tenant will comply with the requirements of all Governmental Authorities having jurisdiction over the Lease Space. Landlord shall not be liable to Tenant in damages or otherwise for any interruption or inadequacy of any utility or other services provided to the Lease Space. Additionally, any such interruption or inadequacy shall not be deemed an eviction of Tenant and shall not relieve Tenant from the obligation to fulfill all of Tenant's obligations in this Agreement.
- 5.2 *Quiet Enjoyment.* So long as Tenant pays the Monthly Lease Payments and performs all of Tenant's obligations under this Agreement, Tenant will peacefully hold the Lease Space, free of interference from anyone, claiming by, through, or under Landlord, subject to remedies contained in Section 7 and Section 8.
- 5.3 *Parking.* Tenant shall have use of the public parking areas within the immediate vicinity, and Tenant shall follow all regulations for the parking areas, which may change from time to time. Tenant shall not have use of any parking areas reserved for Stevens Point Police Department use.

5.4 *Insurance*

- 5.4.1 *Liability Insurance.* Throughout the Term, Tenant shall maintain at Tenant's expense insurance insuring Tenant and Landlord against all liability for injury to or death of any person occasioned by or arising out of or in connection with the occupancy of the Lease Space. The policy or policies shall provide not less than \$1,000,000.00 (one million dollars) combined single limit coverage, shall name the Landlord and Tenant and their respective agents as insureds, and shall be maintained with an insurance company or companies authorized to do business in the State of Wisconsin.
- 5.4.2 *Policies.* Tenant shall furnish evidence that is satisfactory to Landlord of the maintenance of all insurance required by this Section, including certificates of such insurance and evidence of the payment of premiums. Additionally, Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation or material change of any such insurance.
- 5.4.3 *Subrogation.* Tenant hereby waives any cause of action which Tenant or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against Landlord on account of any loss or damage which is insured against under any insurance policy which names Tenant as a party insured. If possible, Tenant agrees to provide Landlord a waiver of subrogation endorsement, satisfactory to Landlord, to all policies of insurance maintained pursuant to this Agreement. Landlord hereby waives any cause of action which Landlord or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against Tenant on account of any loss or damage which is insured against under insurance policy which names Landlord as a party insured. Landlord agrees to provide Tenant a waiver of subrogation endorsement, satisfactory to Tenant, to all policies of insurance maintained by Landlord and covering the Lease Space.
- 5.4.4 *Governmental Tort Claims.* Performance of obligations under this Agreement with respect to insurance, indemnity and liability shall not constitute a waiver by Landlord of the protections against claims or limits of liability under Wis. Stat. Sec. 893.80 or any other applicable law, concerning claims against governmental bodies or officers, agents or employees; notice of injury; limitation of damages and suits.

- 5.5 *Maintenance and Operation.* Tenant shall be responsible for all Operating Costs by Tenant as described in Section 1.7.
- 5.6 *Assignment and Subletting.* Tenant's rights under this Lease shall only be assignable with the consent of the Landlord.
- 5.7 *Indemnification.* Tenant agrees to indemnify, defend, and hold harmless Landlord from suits, actions, damages, liability, claims and expenses arising from the occupancy or use of the Lease Space, by Tenant, its agents, employees, assignees, and invitees.

6. Landlord's Obligations and Rights

- 6.1 *Right to Transfer.* The Landlord shall have the unconditional right to transfer any and all of its rights under this Agreement to any other party. The Landlord may execute such transfer with or without Tenant's consent.
- 6.2 *Maintenance and Operation.* Landlord shall be responsible for all Operating Costs by Landlord as described in Section 1.6.

7. Remedies and Default

- 7.1 *Past Due Rent.* Tenant's obligation to make Monthly Lease Payments is an independent covenant, and in the event an Monthly Lease Payment is not made within five (5) days after its due date, such amount shall bear interest daily until paid at the rate of twelve percent (12%) per annum with such interest accruing from the due date.

8. Resolution of Disputes

The parties shall settle any claim, controversy, or dispute arising out of or relating to this Agreement by submitting the matter to the Circuit Court for Portage County, Wisconsin.

9. Construction Liens

If a construction lien is filed against the Lease Space, because of any work, labor, services, materials, or equipment furnished to or for Tenant, Tenant shall take all action necessary to fully satisfy the lien by bond or otherwise within sixty (60) days after receiving notice of filing the lien. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or the request of Landlord, express or implied, to any contractor, subcontractor, laborer or supplier for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of the Lease Space.

10. Miscellaneous

- 10.1 *Notices.* All notices, requests, demands, instructions, or other communications required or permitted to be given under this Agreement shall be considered given upon personal delivery or upon three business days after deposit in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested or upon three business days after deposit with a commercial delivery system, with charges prepaid, to the addresses set forth in the first paragraph above. Either party may change the address to which notices are to be given under this Agreement by giving notice in the manner provided in this Section.
- 10.2 *Provisions Surviving Termination.* Notwithstanding the expiration of the Term or termination of this Agreement, the provisions of the Agreement relating to the following shall survive and continue in effect: (a) any indemnification by Tenant in favor of Landlord and its directors, trustees, officers, employees and agents, (b) resolution of disputes, (c) remedies available to the parties, and (d) any other provision which, by its nature, involves an obligation extending beyond the expiration of the Term or termination of this Agreement.
- 10.3 *Amendment.* This Agreement may not be altered, waived, amended, supplemented or extended, except by a written agreement signed by Landlord and Tenant.
- 10.4 *Severability.* If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future Law, the remainder of this Agreement will not be affected thereby.
- 10.5 *Binding Effect.* The provisions of this Agreement will be binding on and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns.
- 10.6 *Governing Law.* This Agreement will be construed and enforced according to the Laws of the State of Wisconsin.
- 10.7 *Consent to Breach.* Any assent, waiver, or consent, express or implied, to any breach of any covenant in this Agreement shall operate as such only in the specific instance and shall not be construed as an assent, waiver, or consent of any condition or covenant generally, nor be applicable to any subsequent breach.
- 10.8 *Remedies Cumulative.* The various rights, powers, elections and remedies of the parties are cumulative, and not one of them is exclusive of the others or exclusive of any right or remedy permitted by law.

10.9 *Entire Agreement.* This Agreement, along with any exhibits hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

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 _____, 2023, 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: _____

**BOYS AND GIRLS CLUB OF
PORTAGE COUNTY, INC.**

A Wisconsin Non-Stock Corporation

Date: _____

By: _____
Kevin Quevillon, CEO

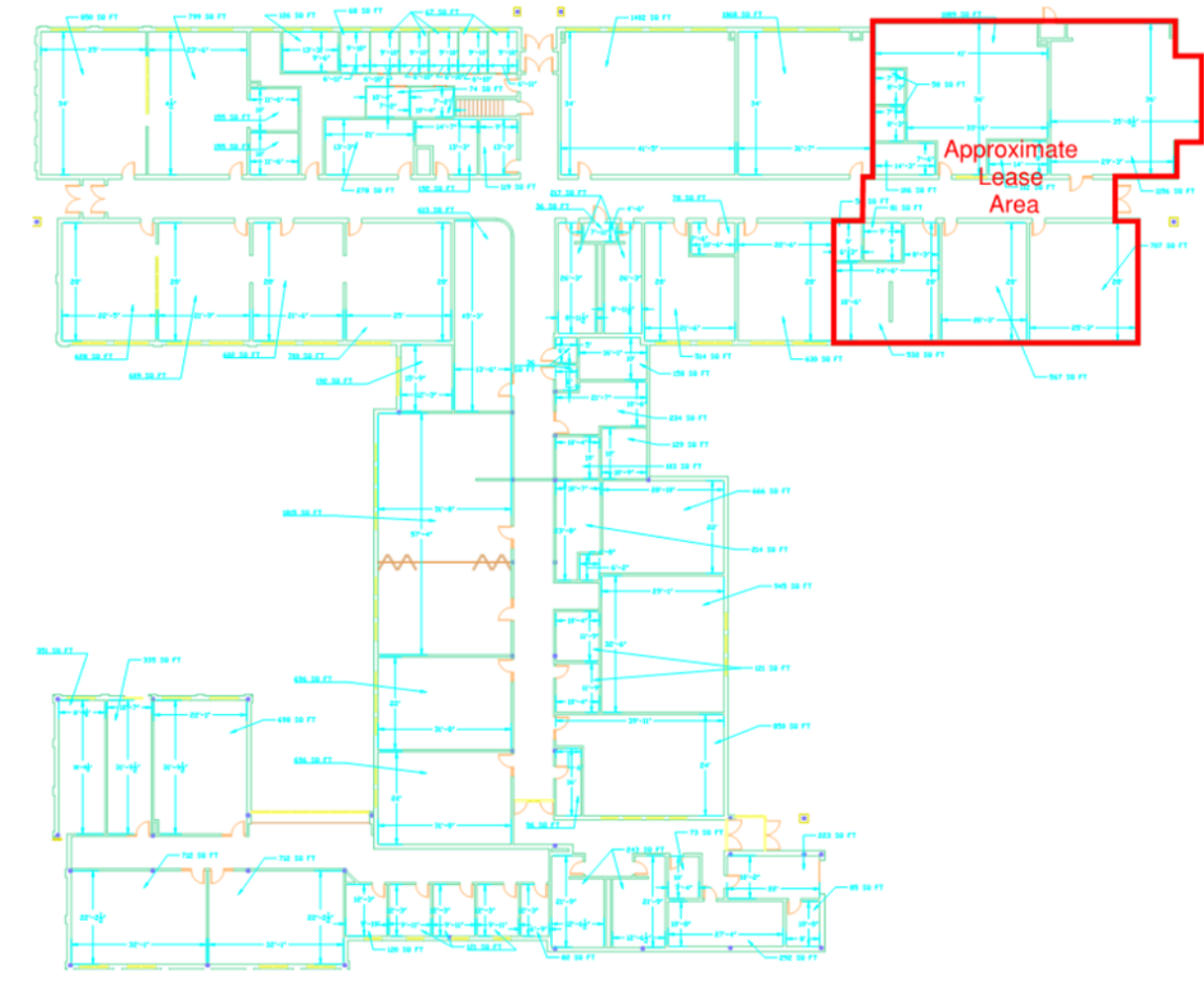
STATE OF WISCONSIN)
:ss
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023,
Kevin Quevillon, CEO of the above-named corporation, to me known to be the person who
executed the foregoing instrument and to me known to be such member of said corporation, and
acknowledged that he executed the foregoing instrument as such CEO of said corporation, by its
authority.

Notary Public, State of _____

My commission expires: _____

Exhibit 1- Lease Space



Carrie Freeberg

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Thursday, March 23, 2023 5:00 PM
To: Carrie Freeberg
Subject: [External] Splinter v City of Stevens Point

Hi Carrie,

I am in receipt of the above claim that has been filed by Mike and Judy Splinter against the City of Stevens Point, in the amount of \$1,523.20 for damages incurred as the result of the claimant's vehicle striking a pothole. As you are aware, the city is self-insured for this loss and should the city decide to settle this claim, any settlement would come from city funds.

Based on the information that I have received, it is my understanding that the city does take corrective action to repair defects in city streets when they are made aware of known problems. In this case, I have confirmed that the city had no prior notice of any dangerous or unsafe condition in this area. Based on this information, it is my opinion that the city is meeting the standard of reasonable care, which is the standard that municipalities are held to.

In addition, it is my opinion that the city would be immune from liability under Wis. Stat. 893.80 (4), which provides immunity for discretionary actions by municipalities. It is my opinion that when and how often a municipality inspects and maintains their streets is a discretionary decision, for which the city would have immunity based on the above statute.

As such, it would be my recommendation that this claim be denied.

Should you have questions regarding this matter, please feel free to contact me.

Thank you!

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

Carrie Freeberg

From: Bethany Dowling
Sent: Monday, March 20, 2023 3:06 PM
To: Treasury
Subject: FW: [External] Pot hole damage

Follow Up Flag: Follow up
Flag Status: Completed

From: Mike Splinter <mikesplinter@charter.net>
Sent: Monday, March 20, 2023 3:02 PM
To: Bethany Dowling <bdowling@stevenspoint.com>
Subject: [External] Pot hole damage

Bethany,
Below are photos of the Claim Form , tire Damage hole to sidewalk ,damage to right front fender body shop took additional photos,
Body shop estimate and receipt for replacement tire.

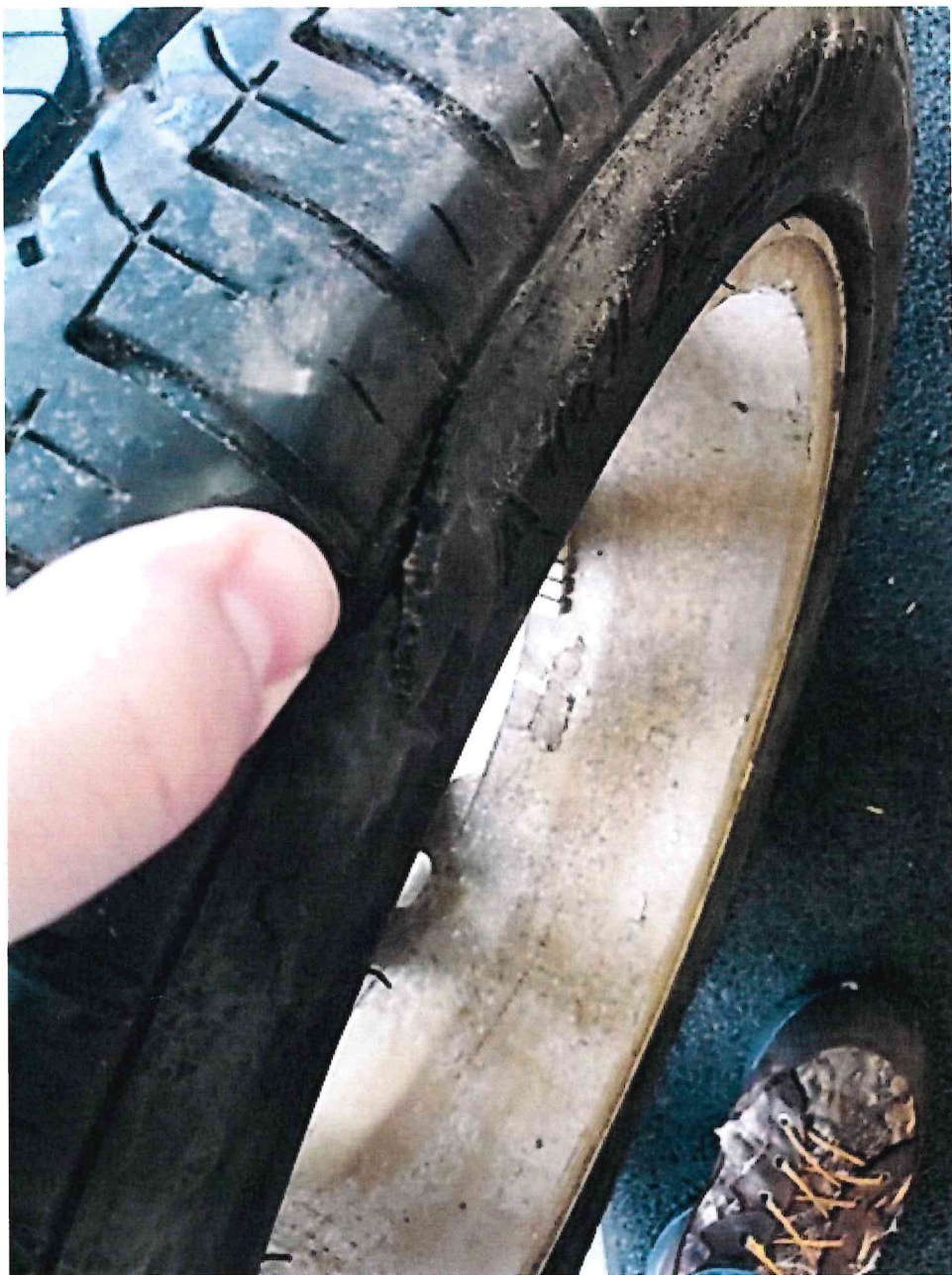
Please forward this claim onto to your insurance carrier for the city.

Thank you much,

Mike Splinter
1475 Toruń Road
Stevens Point , WI 54482
My cell and text contact ph is 715-341-9472

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam:

https://us3.proofpointessentials.com/index01.php?mod_id=11&mod_option=logitem&mail_id=1679342549-RPdQNYHtJECS&r_address=bdowling%40stevenspoint.com&report=1





CITY OF
STEVENS POINT
NOTICE OF CLAIM

Name: Mike Spliter
Address: 1425 Torun Rd
Stevens Point WI 54482
Phone: 715-341-9472

Incident/Accident Information
Date: 3-8-23
Time: 9:30 PM
Location: 1421 Torun Rd

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary) For auto damage, attach a copy of the police report (if any), a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was sought along with the name of medical care provider. Also identify any witnesses to the accident/incident.

At 9:30 on March 8th, Monday, my wife Judy was coming home in the south bound lane of Torun Road. She hit a large pothole that was in front of the Residence at 1421 Torun Road with the right front tire. Damage to the car is to the right front tire and front right fender panel.

Signed: Mike Spliter Date: 3-13-23

Police Report # S 23-02624 filed with 911 on Sat March 11, 2023
CLAIM

(NOTE: you are not required to make a claim at this time. As long as you have the filed the above Notice of Claim you may file a claim with the City at any time consistent with the applicable statute of limitations. However, in order for the City to formally accept or deny your claim at this time, the following claim must be completed and signed.)

Tire Receipt # 204.23 + Body Shop Estimate # 1,318.97 = \$1,523.20

The undersigned hereby makes a claim against the City of Stevens Point arising out of the circumstances described above in the amount of \$1,523.20 to be paid as follows:

1. Tire on 3/8/23. Needs to be replaced. Also damage done to right front fender to process this claim it is necessary to detail all damages being sought.

Signed: Mike Spliter Date: 3-13-23

Address: 1425 Torun Road
Stevens Point WI 54482

Note: City of Stevens Point Street Dept truck was at 1421 Torun Rd on Thursday at 8 AM & patched up the large pothole my wife had hit.



JUDY SPLINTER
1475 TUNO RD
STEVENS POINT, WI 54481
M 715-370-2770

INVOICE NO. 6007462

SCHIERL TIRE AND SERVICE-STEVEN'S POINT
3425 MAIN ST, STEVEN'S POINT, WI 54481
EMAIL: SchierlTirePoint@tea.mschierl.com PHONE 715-345-5064

CUSTOMER NUMBER: 1006397

VEHICLE		PAC	VIN	WHS	DATE
				O	3/17/2023
PART NO	DESCRIPTION	MECH	QTY	PRICE	AMOUNT
100616306	205/50R17 XL 93V GOODYEAR EAGLE SPORT ALL-SEASON BLK DOT8 1P1T1P16TRJ52 (1) PTPP - PREMIUM TIRE PROTECTION PLAN MOUNT & BALANCE TIRE ON RIM LOVE THEM OR LEAVE THEM 30 DAY RIDE GUARANTEE RESET TPMS SENSORS IF EQUIPPED LIFETIME ROTATE AND REBALANCE EVERY 6000 MILES FREE TIRE REPAIRS *UNREPAIRABLE TIRE COVERAGE WHEEL CORROSION SERVICE FREE DOT TIRE REGISTRATION 8814MG. FREE ANNUAL ALIGNMENT CHECK ENVIRONMENTAL RECYCLING FEE	623	1	160.33	160.33
		658	1	27.00	27.00
		658	1	5.00	5.00
		658	1		

We do everything in our power to prevent scratching rims.
In the event the rim does get scratched we will not replace
the rim.
Rims with Beadlocks, we will do everything in our power to
not break any bolts. If a bolt breaks we will not be held
liable.
You must stop back to retorque beadlock bolts after 50
miles.

INCIDENTALS	1.25
SHOP SUPPLIES (RETAIL)	
SALES TAX	10.65
TOTAL	204.23
MASTERCARD	204.23



LEN DUDAS MOTORS BODY SHOP

3305 MAIN ST, STEVENS POINT, WI 54481
Phone: (715) 344-3410
FAX: (715) 342-9221

Workfile ID: c5e51c30
PartsShare: 790e7c
Federal ID: 39-2415723
Resale Number: 456600013143103

Preliminary Estimate

Customer: Splinter, Mike

Job Number:

Written By: Ryan Billo

Insured: Splinter, Mike
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Splinter, Mike
1475 Town Rd
Stevens Point, WI 54482
(715) 341-9472 Day

Inspection Location:
LEN DUDAS MOTORS BODY SHOP
3305 MAIN ST
STEVENS POINT, WI 54481
Repair Facility
(715) 344-3410 Business

Insurance Company:

VEHICLE

2008 MAZD 5 Touring Automatic 4D VAN 4-2.3L Gasoline MPFI

VIN: JM1CR292680309592
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Body Side Molding
Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

Auxiliary Audio Connection
Satellite Radio
CD Changer/Stacker

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags

ROOF

Electric Glass Sunroof

SEATS

Cloth Seats

Reclining/Lounge Seats
3rd Row Seat
Captain Chairs (4)

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler

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440221

Page 1

Preliminary Estimate

Job Number:

Customer: Splinter, Mike

2008 MAZD 5 Touring Automatic 4D VAN 4-2 JL Gasoline MPFI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	**	Repl A/TM CAPA Bumper cover	C2Y15D03KAB8	1	611.00	1.8	2.8
3		Add for Clear Coat				0.4	1.1
4		Add for fog lamps				0.2	
5	R&Z	License bracket					
5	Repl	Bumper cover grommet	C235500JSC	1	14.61		
#		HAZARDOUS WASTE		1	3.00		
#		FLEX ADDITIVE		1	6.00		
SUBTOTALS					634.61	2.4	3.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			634.61
Body Labor	2.4 hrs @	\$ 68.00 /hr	163.20
Paint Labor	3.9 hrs @	\$ 68.00 /hr	265.20
Paint Supplies	3.9 hrs @	\$ 48.00 /hr	187.20
Subtotal			1,250.21
Sales Tax	\$ 1,250.21 @	5.5000 %	68.76
Grand Total			1,318.97

VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A REPAIRER OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS AND NOT BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Customer: Splinter, Mike

2008 HAZD 5 Touring Automatic, 4D VAN 4 2.3L Gasoline MPFI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AEHS460, CCC Data Date 03/17/2023, and potentially other third party sources of data; and (b) the parts presented are OEM parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Title sign (-) items indicate MOTOR Not-Included Labor operations. The symbol (< >) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recond parts are described as Recond. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non-Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
ect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

B=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

2:24:56 PM

Sent from my iPhone