

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**

**May 15, 2023
7:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 862 1537 9003 | Passcode: 501126

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:
 1. Lindsay Stiff, Senior Poppy Princess Flander's Field Reading.
 2. Chris Klesmith, City Neighborhood Planner / Economic Development Specialist - 2023 City of Stevens Point Housing Taskforce Report.
6. Update on Usage for Potential Shared Revenue Increase.

Consideration and Possible Action on the Following:

7. Consent Agenda:
 - Minutes of the Common Council Meeting of April 17, 2023 and Re-Organization Common Council Meeting of April 18, 2023.
 - Actions of the Police and Fire Commission meeting of May 2, 2023:
 5. Confirmation of Bills.
 - Actions of the Park Commission meeting of May 3, 2023:
 2. Approval of April 5, 2023 meeting minutes.
 4. Land permission request from the UWSP Student Chapter of The Wildlife Society Waterfowl Project and Student Chapter of Ducks Unlimited to install wildlife nest boxes adjacent to the Plover River section of The Green Circle Trail.
 5. Introduction and preapproval consideration of The Plover River Crossing Interpretive

- Trail Sign Project funded by the Community Foundation of Central Wisconsin being presented by Tori Jennings.
- 7. Forestry Update presented by Forestry Superintendent, Todd Ernster.
- 8. Director's Report.
- Minutes and Actions of the Plan Commission meeting of May 1, 2023 and Actions of the Special Plan Commission meeting of May 15, 2023:
 - 2. Report of the April 3, 2023 meeting of the City Plan Commission.
 - 4. A request from Lori Gintner, representing Arthur Greco, to rezone an unaddressed parcel off of Second Street North (Parcel ID 281240820340043) from "B-1" Neighborhood Business to "R-3" Single- and Two-Family Residential.
 - 8. March 2023 Monthly Report.
 - 9. Director's Report.
- Actions of the Board of Water and Sewerage Commissioners meeting of May 8, 2023:
 - 2. Approval of Minutes.
 - 3. Approval of Department Claims.
 - 4. Bill credit for Four Seasons, 1430 Torun Rd.
 - 5. Utility Position Evaluations.
 - 6. Vehicle Use Policy.
 - 10. Purchase of push camera for storm and sewer infrastructure.
 - 11. An estimate for ditching work by Kyle Kluck Excavating.
- Actions of the Airport Commission meeting of May 8, 2023:
 - 2. Approval of Minutes.
 - 3. Approval of Department Claims.
 - 4. Position Evaluations.
- Actions of the Transportation Commission of May 8, 2023:
 - 2. April 10, 2023 minutes.
 - 3. April 2023 Financial/Claims report.
 - 4. Election of Chairperson.
 - 5. Election of Vice-Chairperson.
- Minutes of the Special Personnel Committee of April 18, 2023 and Minutes and Actions of the Personnel Committee meeting of May 8, 2023:
 - 2. Amendment to Administrative Policy 3.02 Leave Policies - Annual Leave - Vacation.
- Minutes and Actions of the Special Board of Public Works meeting of May 2, 2023 and the Board of Public Works meeting of May 8, 2023.
- Minutes of the Special Public Policy and General Government meeting of April 18, 2023 and Minutes and Actions of the Public Policy and General Government meeting of May 8, 2023:
 - 2. License List.
 - 3. Request to Hold Event/Street Closing.
 - 4. Request for extension of open intoxicant to 10:30 p.m. for Pride Crawl on June 9, 2023.
 - 5. Beekeeper Permits.
- Minutes of the Special Finance meeting of April 18, 2023 and Minutes and Actions of the Finance Committee meeting of May 8, 2023:
 - 3. Designation of the official newspaper for City publications.
 - 6. Request from the Department of Public Works for a capital reallocation related to the

West Zinda Bridge project.

- Statutory Monthly Financial Report by Comptroller/Treasurer.
8. Resolution - A request from Leah Finucan, representing Associated Bank, for a sign variance to install two freestanding signs on the property located at 1305 Main Street (Parcel ID 281240832100628), consistent with Ch. 25.14.
 9. Resolution - A request from John Knoke for a conditional use permit to construct a second principal structure on the property located at 2001 Patch Street (Parcel ID 281230805100222), consistent with Ch. 23.01(14)(f).
 10. Ordinance - 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 purposes of repealing the definition of 'family' in its entirety and adopting definitions for the terms 'household entity,' 'household entity plus,' 'dependent,' and 'owner-occupied dwelling.'
 11. A request from the City of Stevens Point to enter into an electric underground easement agreement with the Wisconsin Public Service Corporation for the property located at 4401 State Highway 66 (Parcel ID 281240823230001) and two unaddressed parcels off of State Highway 66 (Parcel ID 281240823230002 & 281240823120001).
 12. Intergovernmental Agreement - Apply for a Planning and Demonstration Grant as part of the Safe Streets and Roads for All Discretionary Grant Program.
 13. To award project #23.025, KASH Playground Resurfacing to Adventure Turf in the not to exceed amount of \$225,975.
 14. Approval of the city purchasing parcel #281-24-0820320013 along Second St. North for the total cost of \$40,000 purchase price plus closing costs.
 15. Approval of lease with the Boys and Girls Club of Portage County for space at 933 Michigan Ave.
 16. Disallowance of Claim-American Family Insurance on behalf of William Beversdorf-Vehicle damage due to parking block.
 17. Disallowance of Claim-Sheila Biely-Vehicle damage due to pothole.
 18. Consideration on the Authorization of Funds to Hire an Architect for an Alternative Design to the County's Downtown Master Plan.
 19. 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 Strong's 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.



2023 City of Stevens Point Housing Taskforce Report

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City Vision Statement:

Stevens Point is a thriving community of choice that is inviting to and supportive of all people. We are grounded in creativity and innovation, where sustainability and healthy living are a way of life. People are the Point.



Acknowledgements

Taskforce Members

BobbieJoy Amann	CAP Services, Inc
Lisa Bellavin	M.B.A. Fellow, UW-Stevens Point
Jason Blenker	Blenker Construction
Polly Dalton, Chair	District 9 Alderperson, City of Stevens Point
Noah Eschenbach	HomePoint Real Estate
Travis Haines	Candlewood Property Management
Rev. Jane Johnson	The Beloved Community Church
Meleesa Johnson	District 5 Alderperson, City of Stevens Point
Ryan Kernosky	Director, Community Development, City of Stevens Point
Chris Klesmith	Neighborhood Planner, City of Stevens Point
Tiffany Krueger	Evergreen Community Initiatives
Idowu Odedosu	Director, Stevens Point Housing Authority
Mark Peterson	Door to Dreams
Brandon Taylor	Integrus Real Estate
Mike Wiza, Vice-Chair	Mayor, City of Stevens Point

City of Stevens Point

Mike Wiza	Mayor
Kari Yenter	City Clerk
Andrew Beveridge	City Attorney
Corey Ladick	Comptroller
Marc Christianson	1 st District Alder
David Shorr	2 nd District Alder
Ginger Keymer	3 rd District Alder
Mykeerah Zarazua	4 th District Alder
Meleesa Johnson	5 th District Alder & Council President
David Plaisance	6 th District Alder
Mary Kneebone	7 th District Alder
Dean Shuda	8 th District Alder
Polly Dalton	9 th District Alder
Keely Fishler	10 th District Alder
Shaun Morrow	11 th District Alder

Department of Community Development – Planning & Economic Development Division

Ryan Kernosky, MPA	Director of Community Development
Chris Klesmith	Neighborhood Planner/Economic Development Specialist
Adam Kuhn, MUP, MPA	Associate Planner/Zoning Administrator
Mark Kordus	Neighborhood Improvement Coordinator
Maria Mohr	Community Development Technician

Executive Summary

In September 2021, the City of Stevens Point sought to evaluate the existing housing situation through understanding community, economic, and social needs of today, and the future. As part of this evaluation process, the City hoped to determine the number of potential additional units needed, of what kind, at what price, and serving which types of local communities. At the heart of this work were the driving principals of affordability, availability, economic equality, and inclusivity. Special considerations were given to residents who are experiencing housing insecurity, homelessness, who are disabled, and to special sub-groups such as students and the elderly.

Through over a year of monthly meetings that included information gathering, presentations, and thoughtful discussion the Housing Taskforce (HTF) identified three main goals the City should consider as part of addressing housing needs for all residents:

Goal #1 – Decrease Housing Insecurity in the City of Stevens Point

Goal #2 - Diversify and Expand the City's Housing Stock for All Residents

Goal #3 – Increase Home Ownership Through Social Equity

Goal #4 – Tracking Implementation and Success of Program Initiatives

Implementation

The main charge for the Housing Taskforce was to identify ways the City could address the goals identified above. Each goal is broken down into three “opportunities” that are direct City-focused policy recommendations the City should consider:

Zoning Opportunities

Economic Development Opportunities

Community Engagement Opportunities

This is a white paper. In short, a white paper report is a policy recommendation document, put together by independent experts in the field of the policy, designed to guide a governing body through a complex issue.

Of course, housing and housing needs by nature is a complex issue. While some individuals or families may prefer and can afford a 3-bedroom, 3-bathroom home on 3/4 of an acre, others may prefer a lifestyle in an older home in the core of the community. Additionally, some individuals or families may seek the opportunity to own and build social and financial equity through home ownership, but it is often out of reach because of their financial situation. Others may be in a state of homelessness or homeless transition and simply need

a place to sleep at night. The Intellectual or Development Disabilities (IDD) community faces an uphill battle finding suitable housing. These are all items that must be taken into consideration as this white paper report is written.

In this white paper report, four goals are accompanied by honest realizations and recommended actions, based on successful examples and theories, to achieve the established goals. The goals within this white paper report are not all inclusive, nor should we claim them to be. Instead, these are achievable and measurable goals that the City can implement over the next several years to address the wide-array of housing needs within the community.

Residents, businesses, and others who have specific questions should reach out to the Department of Community Development at 715-346-1567 or by communitydevelopment@stevenspoint.com with additional questions or concerns.

Presentations, Contributors, & Meeting Videos

As part of the information gathering phase of the Housing Task Force, several key individuals were invited to present their perspective on various issues, challenges, and opportunities facing their specific field. Those organizations, a brief statement on their presentation, and a link to their presentation is included below.

September 29, 2021

Framework and Demographic Profile

Ryan Kernosky, Director of Community Development

Lisa Bellavin, UWSP MBA Fellowship

[Link to the Meeting](#)

October 27, 2021

Housing Challenges and Opportunities for the Intellectual or Development Disabilities (IDD) Community

Door 2 Dreams

Mark Peterson & Shannon McKinley

[Link to the Meeting](#)

November 17, 2021

Overview of Public Housing in Stevens Point

Stevens Point Housing Authority

Idowu Odedosu, Executive Director

[Link to the Meeting](#)

January 19, 2022

Student Housing Needs from a Student Perspective

UW-Stevens Point Student Government Association

Will Scheder, Colin Nygren, Julia Kapp

[Link to the Meeting](#)

February 23, 2022

Portage County ALICE Report & United Way Initiatives

United Way of Portage County

Sue Wilcox, Executive Director

[Link to the Meeting](#)

March 23, 2022

Homeowner Assistance Programs offered by CAP Services

CAP Services, Inc

James Barrett, Assistant Director of Housing

[Link to the Meeting](#)

April 27, 2022

New Home Construction Challenges from a Home Builders Perspective

Origin Family Home Builders

Jeff & Matt Rice, Owners

[Link to the Meeting](#)

May 24, 2022

[Link to the Meeting](#)

June 22, 2022

[Link to the Meeting](#)

August 24, 2022

[Link to the Meeting](#)

Note: On September 14, 2022 a work group was convened at the request of Director Kernosky in response to concerns relative to social justice and inadequate acknowledgment or actionable items relative to housing insecurity. These changes and recommendations are itemized in the attached memo from the City's Neighborhood Improvement Coordinator, Mark Kordus.

October 26, 2022

[Link to the Meeting](#)

December 21, 2022

[Link to the Meeting](#)

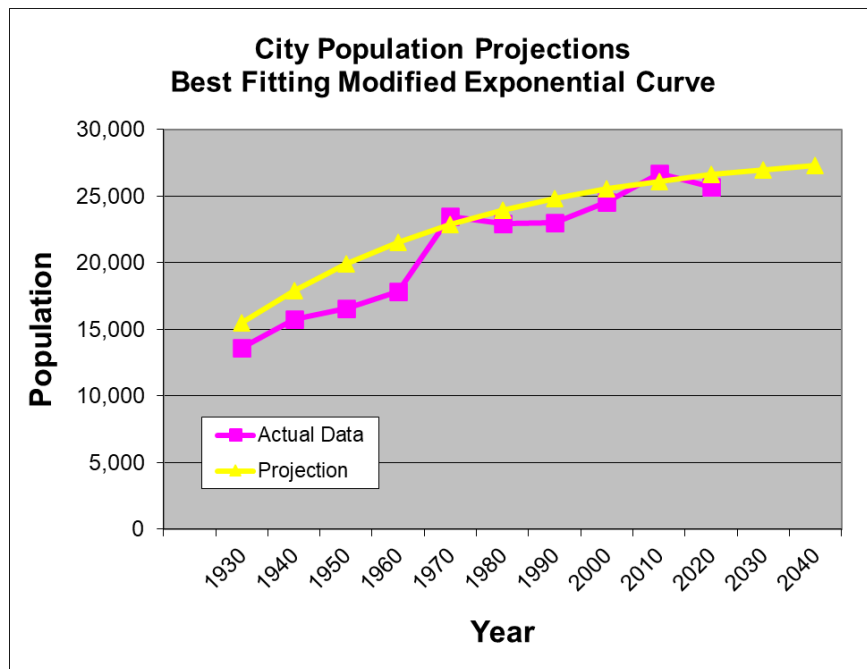
February 22, 2023

[Link to the Meeting](#)

Quick Sheet: Background & Demographic Information

Population & Housing Supply

Conservative estimates place the City's population at 27,316 in the year 2040. Based upon existing US Census data of 2.13 persons per household, the City would need an additional 756 units of housing to fill the 2020-2040 population increase. Census estimates for household size have remained rather constant between 2011 and 2021.



Between the 2011 and 2021, Stevens Point lost 278 housing units and the vacancy rate climbed to 5.85%, which may be correlated with the population decrease between the 2010 and 2020 census counts. Majority of the housing vacancies are in the rental market, and the enrollment at University of Wisconsin – Stevens Point dropped by 1,342 students between 2011 and 2021. Owner occupancy climbed from 50.1% to 52.5% between 2011 and 2021.

MSA Professional Services, Inc. completed [a housing study for the City of Stevens Point in 2017](#) which gave clear recommendations to increase the housing supply, the variety of housing, and to make investments into existing housing stock. The recommendations from that housing study are still relevant, and include the following:

- New single-family homes.
- Improved quality of student rental housing and more non-student rentals.
- Townhomes and zero lot line homes in areas designed to be more urban.
- New senior and assisted living housing projects.
- Multifamily housing in Downtown and along community entrance corridors, such as Division St, Stanley St, and Main St.

- Tax Increment Financing incentives to accommodate new multifamily development needs and new neighborhoods.
- Allowing three unrelated occupants to live together.
- Eliminating the multifamily conditional use permit requirement in R-4 Multiple Family I Residence and R-5 Multiple Family II Residence Districts.
- Amending the Comprehensive Plan and Future Land Use Map to reserve more land for residential development east of I-39.
- Waiving permit fees for work on low-value homes
- Sponsoring design assistance for residential remodeling.
- Generating several loan and grant programs, including a housing modernization loan, rental conversion, and housing replacement program.
- Working with post-secondary students to address unsafe housing in the community.

Several of these recommendations have been implemented or are currently being launched by City staff. Programs such as the Neighbor Helping Neighbor, Multifamily Rental Conversion, and Residential Demolition grants are all currently available and are consistently being evaluated and improved by staff. Other recommendations may require new internal policies or support from Common Council to be implemented effectively.

Housing Costs and Income

Housing affordability continues to be a public concern nationwide and within Stevens Point. Based on data gathered from the American Community Survey's 5-year estimates for Stevens Point, from 2011 and 2021, the median monthly costs of home ownership with a mortgage rose from \$1,128 to \$1,224, and the median monthly rental costs rose from \$631 to \$804. Income for Stevens Point residents is summarized in the table below.

Fig 1 - Household Median Incomes in Stevens Point, WI¹

Year	Household Median Income	Family Median Income	Married-Couple Family Median Income	Nonfamily ² Household Median Income
2011	\$39,373	\$56,992	\$66,843	\$22,110
2021	\$49,712	\$76,215	\$96,860	\$33,367

While housing costs have risen substantially in Stevens Point, so has household income. However, a significant number of households remain asset-limited, income-constrained, but employed, and Stevens Point's nonfamily households are most likely to be cost-burdened. Deeper analysis of housing cost burden is provided in Goal #1.

¹ U.S. Census Bureau (2022). *2017-2021: ACS 5-Year Estimates Data Profiles*. Retrieved February 23, 2023, from <https://data.census.gov/cedsci/table?q=DP04&g=1600000US5577200&tid=ACSDP5Y2020.DP04>

² 'Nonfamily household' is defined by the U.S. Census Bureau as consisting "...of a householder living alone (a one-person household) or where the householder shares the home exclusively with people to whom he/she is not related."

Goal #1 – Decrease Housing Insecurity in the City of Stevens Point

Housing insecurity is “a real, persistent, and growing problem with implications for people’s education, health, and well-being...Housing insecurity can take a number of forms: homelessness; housing cost burden; residential instability; evictions and other forced moves; living with family or friends to share housing costs (doubling up); overcrowding; living in substandard, poor quality housing; or living in neighborhoods that are unsafe and lack access to transportation, jobs, quality schools, and other critical amenities.”³

It is estimated that over one quarter of Stevens Point residents are housing cost burdened, spending over 30% of their income on housing. Housing quality and affordability remain as one of the most frequent topics discussed in the community. Through almost all of the conversations and discussions on the goals and objectives of this white paper, it was abundantly clear that the definition of family also had to be reviewed if the City was serious about addressing housing needs within the community.

Fig 2 – Estimate of Cost-Burdened Residents in Stevens Point, WI in 2020⁴

Housing Occupancy Type	Number of Cost Burdened Housing Units	Average Persons Per Unit	Estimated Number of Cost Burdened Residents (% of total population)
Rental Units	2,643	1.88	4,969 (19.3%)
Owner-Occupied with Mortgage	696	2.37	1,650 (6.4%)
Owner-Occupied without Mortgage	243	2.37	576 (2.2%)
		TOTAL	7,195 (28%)

Community Engagement Opportunities

- 1) Announce a public resolution that housing insecurity is a recurring and prevalent issue throughout Stevens Point and the City’s desire and responsibility to be an active, integral part of the solution through a resolution or some other type of action.

Realization: Households that spend 30-50% of their income on housing are considered cost burdened, and households that spend more than half of their income on housing are severely cost burdened. Furthermore, communities where people spend more than 32 percent of their income on rent can expect a sharp and dramatic increase in homelessness.⁵ According to the 2020 American Community Survey 5-year estimate, 50.3% of the city’s 5,250 occupied

³ Leopold, J. et al. (November 23, 2016). *Improving Measures of Housing Insecurity: A Path Forward*. Urban Institute. Retrieved October 13, 2022, from <https://www.urban.org/research/publication/improving-measures-housing-insecurity-path-forward>.

⁴ U.S. Census Bureau (2020). *2016-2020: ACS 5-Year Estimates Data Profiles*. Retrieved October 13, 2022, from <https://data.census.gov/cedsci/table?q=DP04&g=1600000US5577200&tid=ACSDP5Y2020.DP04>

⁵ Glynn, C., Byrne, T., and Culhan, D. *INFLECTION POINTS IN COMMUNITY-LEVEL HOMELESS RATES*. Retrieved October 14, 2022, from [https://wp-tid.zillowstatic.com/3/Homelessness InflectionPoints-27eb88.pdf](https://wp-tid.zillowstatic.com/3/Homelessness%20InflectionPoints-27eb88.pdf)

rental units, not individuals, are paying more than 30% of their household income to rent. With regards to home ownership, 21% of the 3,321 homes with a mortgage are paying 30% or more of their income towards their housing costs and 11.5% of the 2,109 homes without a mortgage are paying 30% or more towards housing costs. Summing up all these groups and multiplying by the average number of persons per unit, the estimated total population of housing insecure residents based on housing cost burden alone is 7,195 residents, or 28% of the City of Stevens Point. It is reasonable to assume given the significant recent increases in housing costs (from October 2019 to October 2022, the median rent for a 2-bedroom unit has increased by \$377, or 54.2%)⁶, this number has probably increased over the last 3 years.

This housing insecurity issue manifesting itself as an outcome of unhoused persons has shown a dramatic increase as demonstrated by Wisconsin Department of Administration eviction data in Portage County. When comparing pre-COVID calendar year of 2019 to the first full year post-COVID calendar year of 2022, eviction filings increased by 31%, and the number of eviction judgments increased by 40%.

Recommendation: Adopt a resolution that acknowledges the prevalence of housing insecurity in the City of Stevens Point. Housing insecurity is less visible than what is often described as homelessness and may require further public discussion. This resolution should include definition of the unique characteristics, reasons why, and specific needs of groups experiencing housing insecurity; recognition that LMI (Low to Moderate Income) persons are most likely to be housing insecure and require more assistance, which should be prioritized through specific City action, with measurable outcomes, and annual review of housing data including, but not limited to, the following parameters: median wages, the percentage of population in which housing costs exceed 30% of income, number of new housing units, including the percentage of LMI-serving units; an acknowledgement that wages are a major component of housing affordability and increased public awareness of the City's role in elevating wages; and a direct commitment of City personnel to work cooperatively with community partners and non-profits recognizing the City must be an active and integrated part of the housing insecurity solution.

- 2) Continually evaluate the availability of federal and state funds and leverage appropriate funds to meet local housing needs.

Realization: Federal and state programs that support local housing programs are updated each year and may result in a change in finances available to improve housing options in the city. These programs require a significant amount of time and expertise to acquire, implement, manage, and improve.

⁶ Zumper (October 13, 2022). *Stevens Point WI, Rent Prices*. Retrieved October 13, 2022, from <https://www.zumper.com/rent-research/stevens-point-wi>.

Currently, no single organization has enough capacity to facilitate these programs.

Recommendation: With the existing community agencies and partners, establish a housing coalition with the sole purpose of increasing the efficiency of how affordable housing, housing support programs, and wrap-around services are leveraged in Stevens Point. Identify a lead organization to facilitate this coalition. The Wisconsin Balance of State Continuum of Care helps train organizations and staff on how to leverage these resources.

Idea: [Wisconsin Balance of State Continuum of Care](#)

Zoning Opportunities

1) Amend the zoning code to redefine the definition of family to be more inclusive and utilize unused rooms within existing dwellings units.

Realization: The City desperately needs to update the definition of family within the zoning code to be more inclusive and reflective of the current economic environment. The current definition (page 128 of the Zoning Code) is too restrictive to allow changing demographics and economic needs of the community. The current code is outlined below:

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

Below are examples of how the current code is interpreted and enforced:

Larry & Anna = couple, not married or together by legal relationship. = legal under current code.	Larry & Anna = decide to get married. = legal under current code. IF Larry & Anna invite Mary to rent a room = LEGAL under our current code.	Larry & Anna = married couple. Anna's mom and dad are aging and need assistance, so they move in. = LEGAL under our current code.
Larry & Anna = couple, not married or together by legal relationship. = legal under current code. IF Larry & Anna invite Mary to rent a room = illegal under our current code.	Anna buys a 4 bedroom house near UWSP to go to college. Rents three of the rooms to friends. = Illegal under our current code.	Larry, Anna and their two kids invite Bill and his child to live with them. = illegal under the current code. Larry, Anna, and their two kids could have Bill live with them, but when the dependent is involved, you technically exceed the code.

Recommendation:

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

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

Alternative Recommendation:

The City of Stevens Point should remove the definition of “family” from Stevens Point zoning code and regulate the number of residents by square footage requirements. If this recommendation cannot be carried out, “family” should be expanded to 4 unrelated individuals. For the rationale for this recommendation, see the memo from Mark Kordus, Neighborhood Improvement Coordinator, dated October 14, 2022, in Appendix A.

Idea: [Family definitions have historically](#)⁷ been used as [a tool to legally discriminate in urban development](#).

Economic Development Opportunities

- 1) Strategize between the Stevens Point Housing Authority and Community & Economic Development department to increase housing stock for LMI individuals and families, including development of underutilized municipally owned properties within the City.

Realization: A formal strategy to increase the housing inventory of the Housing Authority has been absent, and the City of Stevens Point has recently taken action that has resulted in a decrease in the housing stock for LMI residents.

Recommendation: The relationship between the Stevens Point Housing Authority, Redevelopment Authority, and the City of Stevens Point’s Community & Economic Development department should be modified to establish and carry out a strategy to increase available housing stock for LMI residents. A major component will be cooperatively identifying properties within the city, for acquisition, possible funding sources, and plans for

⁷ Redburn, K (June 2019). *Zoned Out: How Zoning Law Undermines Family Law’s Functional Turn*. The Yale Law Journal. Retrieved on October 14, 2022, from <https://www.yalelawjournal.org/note/zoned-out>.

development, with timelines. To avoid a negative impact to existing SPHA housing stock the city should adopt a policy not to decommission municipally-owned housing stock without having first created an equivalent number of replacement dwelling units.

- 2) Support the creation or expansion of existing programs such as Rapid Rehousing, Public Supportive Housing (PSH), Transitional Housing, (e.g. Oxford House) and other formal support services vital for the success of persons within these types of living situations.

Realization: Organizations within Stevens Point are attempting to prevent housing insecure residents from becoming unhomed, but often lack the financial resources and staff capacity to strategize and execute programs to uplift them out of housing insecurity. Federal funds exist to support programs but are not being leveraged.

Recommendations: Municipalities and non-profit organizations in communities like [Appleton](#) and [Eau Claire](#) are leveraging funds provided [by HUD](#) to decrease the amount of residents who become unhomed. The City of Stevens Point should assist the proper non-profit organizations to apply for these funds and increase the coordination of these services locally. City staff should also identify parcels near amenity-rich areas that may support PSH and Transitional Housing facilities.

Actively work to partner non-profits looking to acquire properties with property owners who may be interested in selling units which could fill these missing niches within the community, including creative ownership options such as land trusts, condominiums, or cooperatives.

Until service organizations can supply adequate transitional living facilities, landlords may be incentivized to rent to LMI individuals and families, increasing available housing stock for those with the highest housing need – see Action 3 below.

Idea: [U.S. Department of Housing and Urban Development](#) facilitates programs to support organizations that manage these types of facilities and services and could be utilized in Stevens Point.

- 3) Create landlord incentive(s) to generate or hold housing stock for LMI individuals, or persons with histories that effectively prohibit them from acquiring housing. These incentives can include participation in the RentReady program, agreeing to freeze rents, or accept section 8 housing vouchers for a predetermined period in exchange for low or no interest loans.

Realization: Not all housing stock is fully utilized and the waiting list for Housing Authority assistance is extensive. Additionally, there is significant competition to lease a rental unit, making rentals inaccessible to community members with “black marks” on their background, such as evictions, bankruptcies, low credit scores, or felonies; effectively keeping them out of

the rental market for at least 5 years, due to typical landlord minimum qualifying criteria as allowed under fair housing laws. Until the Stevens Point Housing Authority can increase its stock, a partnership between landlords and the Housing Authority may be formed to provide immediate assistance to those most in need.

Recommended Action: Through the Community & Economic Development Department and/or Stevens Point Housing Authority, operate a no or low interest loan program for landlords who hold housing stock for LMI persons or residents with criminal backgrounds which mirrors the Housing Modernization Loan program. HUD provides [resources for landlords who accept housing choice vouchers](#) (HCVs), and research has shown that [landlord participation in the HCV program is necessary for success](#). Apply these programs to the operation of existing Oxford Houses and creation of new Oxford-style houses.

Idea: [U.S. Department of Housing & Urban Development, Office of Policy Development and Research](#) provides research and resources to show that landlords need to be a part of any housing solution for these populations. Work must be done to grow relationships between landlords and housing support programs.

- 4) Review City grant programs to include support for the renting population, especially the housing insecure.

Realization: The City administers several grant programs that are intended to support LMI homeowners and reinvestment into residential property. These funds are not wholly utilized and may be redirected to support programs for renters. One population to consider would be those at risk of eviction - Portage County reported a 40% increase in evictions granted, from 2019 to 2022.

Recommendation: Develop a preventative program that proactively reduces the number of evictions. This program may include mediation services, legal counsel, and financial compensation to landlords for past-due rent and damages. The simplest solution is going upstream and keeping them from falling into the river – striving to proactively keep people in housing, rather than trying to rehouse them after an eviction.

Idea: Services in [eviction diversion and prevention programs](#) range from full legal counsel to tenant education and tenant-landlord mediation. There are currently 47 eviction prevention programs in the United States, the closest being the Tenant Resource Center in Dane County, WI.⁸ In Marathon County Judicare has been able to avert approximately 85% of the evictions in which there has been court order mediation. Judicare would like to train mediators in

⁸ Treskon, M. et al (April 2021). *Eviction Prevention and Diversion Programs*. Urban Institute. Retrieved October 13, 2022, from <https://www.urban.org/sites/default/files/publication/104148/eviction-prevention-and-diversion-programs-early-lessons-from-the-pandemic.pdf>

Portage County, including assisting with a pilot eviction prevention program, utilizing landlords as the trigger for intervention when a payment is missed by the tenant.

Goal #2 - Diversify and Expand the City's Housing Stock for All Residents

There is no 'one size fits all' approach to expanding the style, type, density, and location of housing within the City of Stevens Point. There are, however, opportunities to reduce policy barriers to expand different types of housing within the City to achieve this generalized goal, including finding ways to increase missing middle housing, embracing form-based zoning, formalizing Tax Increment Finance policies, and better engaging the community when new housing developments are proposed.

Housing quality is one of the most referenced desires in Stevens Point. In 2022, 29 of the 11,495 housing units (0.25%) were rated by the Assessor's Office as Poor or Very Poor, indicating that housing quality may be better than perceived. Of these 29 properties, 27 are owner-occupied.

Community Engagement Opportunities

- 1) Launch an annual housing needs awareness campaign.

Realization: Many projects that increase the variety and quantity of housing in the community may be different from current housing styles and models, but may be necessary to meet the high housing demand. While this high housing demand may shift in future generations, a new method for evaluating the use of land and buildings to meet current and forecasted housing needs to be conducted with residents to expand awareness and understanding of the need to implement new or different strategies or make new options for residential development available.

Recommendation: Implement a recurring public awareness campaign that utilizes a simple housing needs assessment and prompts residents to participate while considering community-wide visions, such as in the Strategic Plan, "Stevens Point is a thriving community of choice that is inviting to and supportive of all people." Integrate recent and proposed development projects into these campaigns.

Idea: [Housing Toolbox for Massachusetts Communities](#)

- 2) Improve and create new Oxford Houses for residents with histories of alcohol or drug addiction.

Realization: Residents with criminal records face the most difficult circumstances when finding housing. These residents are often excluded from housing because of market forces and risk tolerance from landlords. Oxford Houses in the community have been a popular option and both have been consistently full.

Recommendation: As referenced in Goal #1, Economic Development Opportunity #3, public grant and loan programs may be retooled or created to incentivize certain housing development. A loan program similar to the upcoming Housing Modernization Loan program should be offered to landlords who agree to lease to an Oxford House for the length of the loan or longer. Consider coaching an organization to establish a new Oxford House.

Idea: [Oxford Houses](#).

- 3) Expand access to the Oxford House model to residents with other criminal backgrounds.

Realization: The Oxford House model is popular within the community and has had a positive impact on many communities in the nation, and it may be worth considering expanding this model. Oxford Houses are able to operate under the Fair Housing Act, which may not apply to other groups.

Recommendation: Request that housing partners pilot the construction of a transitional housing program similar to Oxford Houses, but for other criminal histories. If not allowable under FHA, reform zoning policy to allow these accommodations similar to the process of creating the IDD Household Entity.

Idea: Combination of [Oxford Houses](#) and transitional living facilities.

Zoning Opportunities

- 1) Explore ways to increase “[Missing Middle Housing](#)” through Zoning Code amendments.

Realization: Development patterns post WWII have presented the inability to build and expand “missing middle housing”. This causes the City to have limited availability for diverse housing needs within the existing community. Often, missing middle housing become part of the fabric of the neighborhoods in which they reside, mainly because their footprints and scale are not too dissimilar to the surrounding homes within the immediate neighborhood.

Recommendation: Although we could use the Planned Development Zoning (PDD), a specific zoning code change to allow via permitted use the construction of missing middle housing (up to sixteen units) with reduced street setbacks and parking minimums could address the desire to diversify our housing stock. A change to the zoning code permitting by right two or more principal structures on the same lot should also be considered.

Idea: <https://missingmiddlehousing.com/> offers zoning code amendment ideas and concepts for communities to consider when working on missing middle housing. Please note that there are excellent examples of this throughout the City already, especially in our more historic neighborhoods.

- 2) Reduce setbacks, consider the surrounding built environment, and reduce parking requirements for residential development to better fit within established

neighborhoods. Consider physical attributes of the development in addition to the use of the development.

Realization: [Form-based zoning](#) should be the driving factor as the City rewrites the City's 1979 zoning code. This will allow the neighborhood to focus more on the physical development of the property as opposed to the use of the property. Form-based zoning will also allow flexibility in older neighborhoods for owners to fully utilize their property for growth and other changes.

Recommendation: Consider a zoning code rewrite that is Form-Based to better establish and retain the unique neighborhoods within Stevens Point. Until a form-based code rewrite is completed, the [Lean Code Tool](#) can be used to reform the current zoning code in the following ways:

- Reduce setback requirements for residential development to better fit within established neighborhoods, especially for R-1, R-2, R-3, R-4, R-5, and B-1 districts.
- Remove parking minimums for residential development. If parking is included in a proposed development, establish parking-location criteria that places parking behind buildings where possible; prohibit large parking lots between the building and the street.
- Reduce lot size requirements.
- Decrease minimum size requirements for principal structures. Minimum area of structures for most districts are set at 900 sq ft. Reduce this value to 600 sq ft for R-1, R-2, R-3, R-4, and R-5 districts.
- Consider lot coverage requirements.

Idea: <https://formbasedcodes.org/> and [Lean Code Tool](#) as resources.

3) Small Home Cluster Development

Realization: Single-family detached housing still reigns supreme in new home construction, but is there a way to allow SFD housing while encouraging higher density and communal living? Additionally, look at ways to address homelessness in the community by providing 'tiny-home' cluster development similar to [Occupy Madison](#).

Recommendation: Although the City could use the Planned Development Zoning (PDD), a specific zoning code to allow cottage-court/small home cluster development should be adopted. This will allow a higher-density single-family unit development and communal living.

Idea: <https://missingmiddlehousing.com/types/cottage-court#overview> is a great place to start with a possible zoning change.

4) Allow multifamily housing construction to be performed by right.

Realization: Developers often are disincentivized from performing work when required to navigate a conditional use approval process because it threatens the likelihood they can proceed.

Recommendation: Amend the zoning code to allow construction of multifamily developments of 16 units or less to be completed by right. Developments larger than 16 units will still undergo the conditional use approval process.

Economic Development Opportunities

1) Adopt a formal Tax Increment Finance (TIF) policy for housing development.

Realization: The City has encouraged new high-density housing development, especially in the downtown area, with the use of Tax Increment Finance incentives. However, no formal policy exists to establish type of incentive (i.e. upfront, pay-go, hybrid) and how much incentive each project would receive. Each housing project that receives some type of TIF assistance is different. Providing some type of guidance with favorability (read: higher ratio) towards infill, affordable, IDD, or under-developed housing will help address our future needs. Additionally, some type of review of development should occur after the development is completed to better understand if the City objectives were achieved through the development.

Recommendation: Adoption of a formal Tax Increment Finance Policy that outlines incentive ratios and standards for housing redevelopment projects, greenfield projects, IDD, underdeveloped housing, among others. Consider pay go incentive with higher rate for large projects, and upfront incentive for smaller neighborhood projects. Formalize a TIF application for consistency in reviewing TIF requests.

Idea: [Sheboygan, WI TIF Policy](#), [Oshkosh, WI TIF Policy and Application](#)

2) Extend life of successful TIFs for the Affordable Housing Extension option.

Realization: Since 2009, the State of Wisconsin has allowed municipalities to extend the life of TIF districts that have successfully paid off other TIF project costs. Between 2028 and 2033, the City will close five of the nine currently active TIF districts. This provides an opportunity to extend the life of those TIF districts and further fund the City's existing Housing Trust Fund (HTF) to expand existing programs for providing affordable housing and for housing rehabilitation.

3) Contract with local builders to generate a variety of housing types that are acknowledged as missing in Stevens Point, and usher matching projects through necessary approval processes.

Realization: Builders have reported concerns about form-based codes that may prohibit certain types of housing development and displeasure with

development approval processes. Also, not all residents may have the resources to hire a builder to build new styled units, which may limit variety in the housing market.

Recommendation: Contract with local builders to generate pre-approved housing designs that fill gaps in Stevens Point's housing market. Several varieties have been identified in previous housing studies and recent planning efforts, including smaller homes, condominiums, townhouses or rowhouses, cottage courts, homes that are designed for aging-in-place, and others.

Idea: Discussed at Housing Taskforce meeting October 27, 2021.

Goal #3 – Increase Home Ownership Through Social Equity

Home ownership is one route to build wealth in our economy. Home ownership rates have dropped significantly in the state of Wisconsin between 2000 and 2020, from 68.4% to 58.9%. While we cannot retrieve data for 2000 for Stevens Point, home ownership in Stevens Point has dropped from 52% in 2010 to 50.2% in 2020.⁹ While home ownership in Stevens Point may not be decreasing as significantly as in the rest of the state, there are opportunities to increase the local rate of home ownership.

Community Engagement Opportunities

- 1) Launch a City-wide effort to educate the public on alternative forms of home ownership and existing support systems to build equity.

Realization: The public has a significant amount of power to create their own forms of housing ownership, including condominiums and housing cooperatives. Additionally, there are institutional resources that support the creation of these ownership models.

Recommendation: Generate public programming in partnership with young professionals and early retirees that increases awareness of other ownership models and institutions such as the [UW Center for Cooperatives](#) and the [USDA](#) that support these ownership models.

Idea: Cooperative ownership and condominiums may allow community members to enter ownership with less startup capital. The [UW Center for Cooperatives](#) and USDA can both provide direct education on the matter. [Limited equity housing cooperatives have been shown to be accessible to low- to moderate-income populations.](#)¹⁰ The Madison Area Cooperative Housing

⁹ United States Census Bureau (2020). *ACS 5-Year Estimates Data Profiles*. Retrieved October 14, 2022, from <https://data.census.gov/cedsci/table?q=DP04&g=1600000US5577200&tid=ACSDP5Y2010.DP04>

¹⁰ Fenton, M (March 23, 2022). *Comparative Study of 4 Affordable Home Ownership Models and Market-Rate Ownership and Renting Shows Strength of Housing Cooperatives for Low- to Moderate-Income Citizens*. National

Alliance also educates interested parties in how to establish housing cooperatives.

2) Launch a city-wide housing “right-sizing or repair” campaign.

Realization: As elder care transitions to more in-home services, homes with multiple rooms may be going underutilized in the community. According to census data listed in Goal #1, 576 residents who own their home without a mortgage are still cost-burdened and may lead to further degradation of owner-occupied housing stock. The Portage County Aging & Disability Resource Center (ADRC) provides many services to aging residents and may be a good advocate for elder residents looking to “right-size” their housing situation or repair their homes.

Recommendation: Work with home care providers and the Portage County ADRC to identify residents who may benefit from “right-sizing” their living situation by living with another elder and consolidate their housing costs and medical coverage. Connect financial professionals with elders on fixed incomes to finance necessary home repairs with appropriate tools. Market this service more consistently within the City.

Idea: Support and Services at Home (SASH), discussion with Portage County Aging and Disability Resource Center.

3) Establish build-ready floor plans for small condominiums or housing cooperatives and link them to all appropriate zoning districts.

Realization: Similar to Goal #2 Economic Development Opportunity #3, a lack of awareness, ability, or concern for project approval may be hindering the construction of buildings that are managed as a cooperative or condominium.

Recommendation: Contract with local builders to generate pre-approved housing designs that are explicitly for cooperative ownership or condominium management.

Idea: Discussed at Housing Taskforce meeting October 27, 2021.

Zoning Opportunities

Zoning Opportunities to address home ownership opportunities are addressed in previous sections of this report. Previously identified zoning opportunities increase ownership opportunity by allowing smaller home development in more areas of the City.

Association of Housing Cooperatives. Retrieved October 13, 2022, from <https://coophousing.org/comparative-study-of-4-a%E2%AC%80ordable-home-ownership-models-and-market-rate-ownership-and-renting-shows-strength-of-housing-cooperatives-for-low-to-moderate-income-citizens/>

Economic Development Opportunities

- 1) Adopt a formal Tax Increment Finance (TIF) policy for housing development.

Realization: With the same realization as Goal #2, Economic Development Opportunity #1, TIF policies can be leveraged to generate types of housing that prioritize homeownership rather than rental property construction.

Recommendation: Prioritize incentives for developments that result in condominium or other lower-cost owner-occupied housing models in the TIF policy recommended in Goal #2, Economic Development Opportunity #1.

Idea: [Sheboygan, WI TIF Policy](#), [Oshkosh, WI TIF Policy and Application](#)

- 2) Review City grant programs for their effectiveness and redirect unused funds.

Realization: The City administers several grant programs that are intended to support LMI homeowners and reinvestment into residential property. These funds are not wholly utilized and may be redirected to ownership programs. Furthermore, stringent requirements on existing down payment assistance programs may be barring residents from utilizing them.

Recommendations: Review and update down payment assistance programs and city-administered grant programs. Study and replicate a Housing Trust or Housing Trust Fund model that generates and maintains affordable, owner-occupied housing stock.

Idea: Programs such as the [Door County Housing Trust](#) create ownership opportunities that allow residents to retain a limited amount of equity upon the sale of a trust-managed home.

Goal #4 – Tracking Implementation and Success of Program Initiatives

The recommended actions in this white paper will have varying speeds and degrees of impact on the price, availability, quality, variety, and accessibility of housing stock for the residents of Stevens Point. However, to verify success or acknowledge that other changes are necessary, both the status of action items and housing data need to be monitored.

Community Engagement Opportunities

- 1) Format approved action items into a tracking sheet and publish it on the City website.

Realization: To acknowledge success or reevaluate actions taken from this document, action steps taken must be tracked.

Recommended Action: Create a tracking sheet for all action items referenced in this document. All departments who make progress towards completing these actions shall have editing access to the tracking sheet. It will be the

responsibility of the Community and Economic Development Department to monitor and advance implementation progress.

2) Annually measure housing data and publish it on the City website.

Realization: Many of the community concerns regarding housing insecurity, affordability, and housing quality are valid and are supported by a variety of data sources. In order to accurately describe the housing trends and direct action the City has taken in the housing market, a consistent set of data points should be monitored each year.

Recommended Action: The Community and Economic Development Department should monitor and publicize at least these data points for Stevens Point as compared to two peer communities, the State of Wisconsin, and the United States:

- Quantity of housing units constructed
- Quantity of “affordable” housing units constructed
 - This should include rent-controlled or low-cost ownership units
- Quantity of housing units removed
- Median home value
- Median rental rate for studio through 4-bedroom rentals
- Quantity of owner-occupied housing units
- Percentage of owner-occupied and rental units
- Percentage of residents who are housing cost-burdened (as defined as paying 30% or more of income to housing)
- Annual median income
- Number of IDD residents supported through federal, state, and local programs and organizations
- Other measures to determine housing insecurity as they are developed

Implementation

Throughout the duration of the Housing Taskforce, many initiatives have begun to address the symptoms of housing insecurity while residents continue to express concern about the rate of expensive apartment development in our community. Many of these recent developments and actions do not meet the needs or budgetary constraints of current and future residents. For these and many more reasons, City Staff recommend that the City and community members take immediate action to address these needs. These actions are expressly designed to 1) minimize the chance of housing insecure residents to experience states of homelessness, 2) increase the quantity and variety of housing stock in the City, and 3) generate more opportunities for home ownership in Stevens Point.

Implementation of Housing Taskforce Recommendations		
Action (Goal, Opportunity)	Team Responsible	Recommended Start
1. Assist the Stevens Point Housing Authority in developing and fulfilling a growth strategy. (1ED1)	Stevens Point Housing Authority, City of Stevens Point	Immediately
2. Form a coalition to generate and execute a housing strategy that includes specific programs (e.g. Rapid Rehousing) and the adequate social work training and talent to identify and form wraparound services. Identify a lead organization to facilitate this coalition. (1CE1, 1CE2)	CAP Services, Salvation Army, Catholic Charities, One Big Tent, Evergreen Community Initiatives, United Way, City of Stevens Point, Stevens Point Housing Authority,	Immediately
3. Assist the above coalition in acquiring financing through Federal, State, and local government and philanthropic programs. (1ED2)	City of Stevens Point, coalition formed in Action 2	Following Action 2
4. Take part in landlord-tenant mediation training and begin a city-wide eviction prevention program. (1ED4)	City of Stevens Point, coalition formed in Action 2	Immediately
5. Incorporate programs that support LMI residents and residents with rental “blackmarks” into City grant programs. (1ED3, 1ED4, 3ED2, 2CE2, 2CE3)	City of Stevens Point	Immediately
6. Incorporate programs that support LMI residents and residents with rental “blackmarks” into city-wide rehousing initiatives. (1ED3, 1ED4, 3ED2, 2CE2, 2CE3)	Coalition formed in Action 2	Following Action 2
7. Revise the zoning code as recommended in this document. (1Z1, 2Z1, 2Z2, 2Z3, 2Z4, 3Z1)	City of Stevens Point	Immediately
8. Contract local architects to draft sample floor plans following zoning revisions. (2ED3, 3CE3)	City of Stevens Point	Following Action 7
9. Establish a TIF policy. In this policy, include proper incentives for affordable housing developments and developments that meet housing gaps. (2ED1, 2ED2, 3ED1)	City of Stevens Point	Immediately
10. Launch an annual housing awareness campaign. Utilize this campaign to evaluate effectiveness of these initiatives and lend support to organizations as needed. (2CE1, 3CE1, 3CE2)	City of Stevens Point, ADRC, coalition identified in Action 2	Immediately. Revise message each April.

Appendix A

Memo from Mark Kordus, Neighborhood Improvement Coordinator, to the Housing Taskforce



Memo

Mark Kordus
Neighborhood Improvement Coordinator
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
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mkordus@stevenspoint.com

To: Housing Task Force
From: Mark Kordus
CC: Andrew Beveridge
Date: 10/17/22
Subject: Work Group Discussion Relative to Definition of Family

On September 14, 2022 a work group was convened at the request of Director Kernosky in response to concerns relative to social justice and inadequate acknowledgment or specific actionable items relative to housing insecurity. This group included Chris Klesmith, Adam Kuhn, Mother Jane Johnson, BobbieJoy Amann, Tiffani Krueger, and myself. Several opportunities to support housing insecure (those who currently spend over 30% of their income on housing) populations in Stevens Point were identified and appended to the Housing Taskforce report, but the most immediate and simple solution to uplift our community is to remove or adequately revise the “family” definition.

There are very few actions that can immediately impact the housing market at a low/no cost. One recent example was the adoption of on-street overnight parking within the City. This was implemented through an ordinance adoption that created an immediate impact. Several residents predicted a multitude of problems, which never came to fruition. Conversely, the Accessory Dwelling Unit (ADU) ordinance, adopted after a very lengthy hearing process, is a complex and costly option to increase housing stock only available to a select few. To date, no ADUs have been constructed. Many concerns were voiced but none manifested. The simplest solution is usually the best and should be of primary consideration, removing or revising the definition of family is the best opportunity to apply the principle.

Prior to the 1960s, it was rare for a municipality to define family. Family definitions took hold in many communities in the 1970s as an indirect, parochial way to legally discriminate through a blood/marriage family definition. These definitions were largely designed to keep populations deemed undesirable out of neighborhoods and communities, and grew to also include college student populations. *Bloomberg* recently published the article [“Why Are Zoning Laws Defining What Constitutes a Family”](#) on the history of family definitions related to zoning and summed up the deeper underlying purpose as:

“the(se) same legal mechanisms that famously reinforced housing discrimination on the basis of race, also discriminate against families that vary from the nuclear ideal of a heterosexual couple raising their biological children. There is also compelling evidence that low-density zoning, like formal family ordinances, is a significant driver of racial and class segregation. In short, formal family zoning

discriminates against non-normative families, but it also reinforces the racial and economic segregation effects of low-density zoning in general.”

For more detailed information on the legal journey of “family” definitions, intent, and zoning restrictions, and case law the *Yale Law Journal* has a well-documented history outlined in [“Zoned Out: How Zoning Law Undermines Family Law’s Functional Turn.”](#)

The current definition of family in Stevens Point can be considered a low-density zoning restriction. Both the 2017 Housing Study and the Housing Taskforce report have identified higher residential density as a solution to the city’s housing needs. The current family definition is counterintuitive to the stated goals of the city, it is a self-imposed hurdle impeding progress toward more affordable housing options.

It is worth noting that the current restriction of 2 unrelated is the most stringent for any city within Wisconsin. To date, seven states have banned using this type of (blood/marriage) family definition, four by action of their supreme courts, either declared discriminatory or as a direct invasion of personal privacy, and three as a matter of law adopted within their state statutes. These and other communities instead regulate based on the square footage requirements already within state and local codes. This option was discussed in [a 2017 city-wide survey in which majority of the respondents favored removing the family definition and basing occupancy solely on square footage.](#)

The workgroup agreed that a dramatic change such as removing the family definition may not be supported by the whole community, or Housing Taskforce. Although dissolving the definition of family should be the ultimate goal, a family definition of 4 unrelated persons should be the bare minimum recommendation. This would be the simplest, easiest, and quickest way to increase affordable housing options for cost-burdened housing insecure residents in Stevens Point, based on the following rationale:

- **Largest market impact.** The majority of rental units within the Stevens Point housing market (source: Apartments.com) are 2-bedrooms, which make up 55% of the total rental market. Within a scenario of two unmarried couples or close friends wanting to rent together, they would now be legally able to rent the most commonly available housing unit within the city.
- **Affordability.** Dividing rental costs by number of tenants decreases monthly costs incurred by each tenant. As a cost comparison, a typical 2-bedroom, currently rents at the median rate of \$1,100/month (source: Zumper.com). This would reduce the housing costs of four tenants within a 2-bedroom unit by 50% to \$275/month, as compared to \$550/month per tenant.
- **Increases housing options within existing stock.** By filling empty and unused bedrooms in 2 or more bedroom units, the supply of affordable rental and owner occupied housing options should increase. Using a simple supply and demand model, this may also decrease median rents by increasing available stock.
- **Reduce city-wide non-conformity.** This modification would also reduce the number of legal non-conforming rental properties in Stevens Point by over 100 properties, cutting it in half. This more than doubles the initial proposal to adjust “housing entity” to 3-unrelated individuals, and the primary goal of a zoning amendment.
- **Bonus Option.** If it is a priority of the city to reuse historic, non-conforming boarding houses, consider a bonus provision for owner-occupied dwellings beyond the base allowance of 4 unrelated, plus 1. This has been successfully used, most notably in the pacific northwest, to help make the purchase of old, larger, 4+ bedroom homes in city centers more economically feasible while creating the benefit of an on-site manager.

A potential definition is supplied below. This does not include the owner-occupied bonus +1 provision, which could largely follow the IDD Household Entity defined in the Housing Taskforce white paper.

Housing Entity: *One or more persons related by blood, marriage, adoption, foster care, or a group of not more than four (4) persons who need not be related, living together as a single housekeeping unit and using common kitchen facilities.*

Adequately redefining, expanding or removing family definitions is an opportunity to actively support residents in most need of relief. Current data (2020) indicates that at least 28% of Stevens Point Residents are housing insecure when *only* accounting for their housing cost burden. These residents are at the highest risk of becoming unhoused due to a job loss, medical issue, or other unexpected financial burden. If anything, these numbers have likely gotten progressively worse over the last 2 years, given the dramatic increase in housing and other related costs. The time for meaningful change is right now.

DRAFT

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

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

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

OR

Zoom Teleconferencing

Minutes

1. Roll Call.

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

Others

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

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.

Bob Larson, 3283 Lindbergh Avenue, spoke about the limitations of swales and asked that an agenda item be created for discussion regarding swales. Mr. Larson submitted a petition to be placed on file in the City Clerk's office.

Brock Maddox, 5421 Monroe Avenue, read a document on the operation and function of the de jure grand jury.

Fran Makarov, 2949 Lindbergh Avenue, spoke about the holes in the parking lots at Save-A-Lot and Kwik Trip.

Ald. Kneebone spoke about ways that citizens can access city information.

5. Presentation to the Mayor and Council: Cass Cousins – District Attorney: D.A. perspective on County Justice Center.

District Attorney Cass Cousins spoke about the County Justice Center.

Mayor Wiza asked the council if anyone objected to moving item number 17 of the agenda up to number 7. There were no objections.

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.

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

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

Trevor Roark, 601 Washington Avenue, spoke in favor of the No Mow May implementation.

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

Nays: None. Motion carried.

8. Ordinance - Term limits for Mayor and Alderpersons.

Ald. Shuda moved, Ald. Shorr seconded, to deny the ordinance.

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

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

Nays: Dalton. Motion carried.

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.

Ald. Johnson 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.

10. Assignment of Amended and Restated Development Agreement of the North Side Yard Project.

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

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

Nays: Johnson, Dalton, Fishler. Motion carried.

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.

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

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

Nays: None. Motion carried.

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.

Ald. Johnson 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.

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.

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

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

Nays: None. Motion carried.

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.

Ald. Fishler 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.

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

Ald. Shorr moved, Ald. Dalton 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.

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

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

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

Nays: Dalton. Motion carried.

17. Approval of lease with the Boys and Girls Club of Portage County for space at 933

Michigan Ave.

Kevin Quevillon, 941 Michigan Avenue, spoke about the Boys and Girls Club's request for leasing the space at 933 Michigan Avenue for \$1. He shared the vision and uses proposed for the property.

Tim Gottlieb, 2208 Kozelek Road, spoke about the kids that would be using the services of the Boys and Girls Club at the proposed location.

Michael Richter, 1256 Black Bear Trail, shared the experiences his children had with the Boys and Girls Club and the changing needs of the club.

Timmy Cooper, 3209 Channel Drive, spoke about the specific programs that the new location would house and how they benefit the community.

Meg Erler, 3233 Leahy Avenue, talked about the number of children that stay within the City post childhood and the support that has been given to the Boys and Girls Club by the county and school district.

Ald. Johnson moved, Ald. Shorr seconded, to approve the lease agreement with section 4.1 amended to read "The tenant shall pay a monthly lease payment to landlord of \$1 plus monthly calculated utility costs per square foot starting May 1, 2023." Also striking the last sentence of section 4.1, all of 1.6 and all of 6.2.

Chief Kussow shared the total square feet of the building and the utility costs. He spoke about the programs that Boys and Girls offers and their plan for moving forward.

Ald. Johnson withdrew the motion.

Ald. Johnson moved, to approve the lease agreement with this change to section 4.1 amended to read "The tenant shall pay a monthly lease payment to landlord of \$1 on or before the 1st of each month starting May 1, 2023" continue to strike 6.2 and adding section 1.6 A,B,C to section 1.7 as determined and negotiated by staff.

The motion failed due to lack of a second.

The item was postponed until the May meeting.

18. Disallowance of Claim; Mike Splinter for damage to a vehicle due to pothole.

Ald. Johnson moved, Ald. Dalton seconded, to approve the disallowance of claim.

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

Nays: None. Motion carried.

19. Recognition and Parting Comments from outgoing Alderpersons Dalton and Johnson.

Aldersperson Johnson and Aldersperson Dalton gave their parting comments and received plaques of recognition.

20. Adjournment.

Adjourned at 8:57 p.m.

**City of Stevens Point
Re-Organization of the Common Council Minutes**

**April 18, 2023 - 6:00 PM
Community Room
933 Michigan Avenue, Stevens Point, WI**

**Or
Zoom Teleconferencing**

Agenda

1. Roll Call.

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

Others

Present: Mayor Wiza, Clerk Yenter, Deputy C/T Freeberg, Mayoral Assistant Kawski, City Attorney Beveridge, Fire Chief Moody.

Consideration and Possible Action on the Following:

2. Mayoral appointments to various Boards and Commissions.

Committee/ Commission/Board	Appointee	TERM	EXPIRES
Administrative Appeals Board	Ald. David Shorr	Aldermanic Term	04/16/2024
Administrative Appeals Board	Chris Tiffany	2 years	04/17/2025
Affirmative Action / Fair Housing	Ald. Allison Birr	2 years	04/30/2024
Airport Commission	Carl Rasmussen	5 years	04/30/2028
Board of Park Commissioners	Michael Glodosky	3 years	04/30/2026
Board of Park Commissioners	Robert Freckmann	3 years	04/30/2026
Board of Park Commissioners	Matt Disher	3 years	04/30/2026
Board of Review	Garry Curless	5 years	04/30/2028

Deer Management Committee	John Okonek	1 year	04/30/2024
Deer Management Committee	Scott Hygnstrom	1 year	04/30/2024
Deer Management Committee	Mike Bialis	1 year	04/30/2024
Deer Management Committee	Jon Greendeer	1 year	04/30/2024
Historic Preservation/Design Review	Ald. Marc Christianson	2 years	04/30/2025
Historic Preservation/Design Review	Barry Calnan	3 years	04/30/2024
Historic Preservation/Design Review	Tim Siebert	3 years	04/30/2027
Library Board Liaison	Ald. Sam Lang	1 year	04/30/2024
Local Emergency Planning Committee	Jason Draheim	1 year	04/30/2024
Police and Fire Commission	Joseph Kirschling	5 years	04/30/2028
Police and Fire Commission	Ald. Mary Kneebone	1 years	04/30/2024
Space and Properties	Mayor Mike Wiza	2 years	04/30/2025
Tourism Commission	Tom Schrader	1 year	04/30/2024
Tourism Commission	Mike Disher	1 year	04/30/2024
Tourism Commission	Michelle Sedlak	1 year	04/30/2024
Tourism Commission	John Okonek	1 year	04/30/2024
Tourism Commission	Carie Winn	1 year	04/30/2024
Transportation Commission	Ald. Mary Kneebone	1 year	04/30/2024
Transportation Commission	Ald. Allison Birr	1 year	04/30/2024
Transportation Commission	Heidi Oberstadt	3 years	04/30/2026
Transportation Commission	Thomas Bertram	3 years	04/30/2026
Transportation Commission	Karalyn Peterson	3 years	04/30/2026
Weed Commissioner	Mark Kordus	1 year	04/30/2024
Zoning Board of Appeals	Ismaila Odogba	3 years	04/30/2026

Ald. Morrow moved, Ald. Shuda seconded, to approve the list of appointments.

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

Nays: None. Motion carried.

3. Mayoral appointments of Council members to Standing Committees.

<u>Board of Public Works</u>	<u>Personnel Committee</u>
Mayor Mike Wiza - Recommended Chairperson	Mykeerah Zarazua, Chairperson
Keely Fishler	David Shorr, Vice Chairperson
Chris Tiffany	Sam Lang
Mary Kneebone	David Plaisance
Shaun Morrow	Allison Birr
Ginger Keymer	
Dean Shuda	
<u>Finance Committee</u>	<u>Public Policy And General Government</u>
Marc Christianson, Chairperson	Keely Fishler, Chairperson
Shaun Morrow, Vice Chairperson	Ginger Keymer, Vice Chairperson
Mykeerah Zarazua	Sam Lang
David Shorr	David Plaisance
Dean Shuda	Mary Kneebone

Ald. Morrow moved, Ald. Christianson seconded, to approve the appointee list as presented.

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

Nays: None. Motion Carried.

4. Nominations and election of Council President.

Ald. Keymer nominated Ald. Christianson for Council President.

Ald. Shuda nominated Ald. Morrow for Council President.

Ald. Lang nominated Ald. Kneebone for Council President. Ald. Kneebone respectfully declined the nomination.

As there were no further nominations, Mayor Wiza declared nominations closed.

Eleven ballots were cast, Ald. Christianson received 9 votes, Ald. Morrow received 2 votes.

Ald. Christianson was elected as Council President.

5. Recess until after the Special Public Policy and General Government Committee, Special Personnel Committee and Special Finance Committee Meetings.

Mayor Wiza declared council in recess until Public Policy and General Government, Personnel, and Finance Committees have selected their chairs and vice-chairs.

6. Reconvene to consider the actions of the Committees listed above.

The Council reconvened at 6:36 p.m. to consider the actions of the committees.

Public Policy and General Government:

Chair: Ald. Fishler

Vice-Chair: Ald. Keymer

Personnel:

Chair: Ald. Zarazua

Vice-Chair: Ald. Shorr

Finance:

Chair: Ald. Christianson

Vice-Chair: Ald. Morrow

Ald. Christianson moved, Ald. Fishler seconded, to approve the minutes and actions of the committees listed above.

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

Nays: None. Motion carried.

7. Adjournment.

Adjourned at 6:37 p.m.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF MAY 2, 2023**

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

Also Present: Police Chief Kussow, Assistant Chief Gemza, Assistant Chief Williams, Assistant Chief Zvara, Lt. Johnson, Lt. Uitenbroek, B.C. Ewing, Alderperson Kneebone, Brandi Makuski – Point/Plover Metro Wire

- 2. Election of Commission President and Secretary.**

- **Following the election, the President will appoint liaisons to the Police Department and the Fire Department.**

Commissioner Ostrowski nominated Jerry Moore as Commission President for 2023-2024. Seconded by Commissioner Zenner.

Ayes, all; nays, none. Motion carried.

Commissioner Moore nominated Robert Ostrowski as Commission Secretary for 2023-2024. Seconded by Commissioner Kirschling.

Ayes, all; nays, none. Motion carried.

Commissioner Moore appointed Commissioner Zenner as Liaison to the Fire Department and Commissioner Kirschling as Liaison to the Police Department. Commissioner Mrozek will be helping out with special assignments and projects.

- 3. President's Report**

Big events coming up this summer: Riverfront Rendezvous, U.S. Senior Open Championship. The current situation with the AT&T cell tower that is affecting the community and public safety in general. The city is aware of it, Commissioner Moore has spoken with the Mayor, and it will hopefully be resolved soon.

- 4. Approval of Minutes**

Commissioner Mrozek moved, seconded by Commissioner Zenner, to approve the minutes of the April 5, 2023, meeting as presented.

Ayes, all; nays, none. Motion carried.

5. Confirmation of Bills

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

Ayes, all; nays, none. Motion carried.

6. Lt. Uitenbroek PD to give an update on the upcoming 2023 U.S. Senior Open Championship at Sentry. Followed by an update by A.C. Gemza FD.

Lt. Uitenbroek: Planning and preparation is underway. At Sentry, they are building grandstands, shelters, chalets, etc. Public Safety is working with Sentry Security staff, the USGA, and other city entities. A traffic study has been completed by AECOM and will be working with city streets personnel, county highway personnel, Wisconsin DOT, and other entities on: message signing boards, traffic signals, directing traffic flow, etc. Several other Public Safety organizations are assisting: DNR, State Patrol, Marathon County EOD, K-9 Units from around the state, and other agencies. Discussion regarding compensation/payment for those resources has been worked out with Chief Kussow securing a written MOU with the USGA and Sentry to ensure that law enforcement services will be reimbursed. A tabletop exercise is coming up in May to go through various scenarios that could present during the Championship. Sentry and the USGA have contracted with a private parking service, for which there are pre-designated parking plans and shuttle routes to the course.

Alderperson Kneebone approached the podium to announce that City Transportation will be suspending bus fares that week and are working with event planners to provide free shuttles around the city.

A.C. Gemza: Over the course of that week, 45,000-50,000 people are expected in attendance. Contact was made with the hospital and medical staff from last year's event to estimate how much is needed at Sentry. Aspirus is the corporate partner with Sentry to provide on-site medical needs for participants, spectators, staff, etc. They will provide two medical tents, BLS rovers, BLS transport carts, bike EMS, an ALS response cart, and an on-site ambulance. Stevens Point Fire Department will be in the Operations Center and will transport patients out of that facility if needed. The plan is for someone who is injured, will be seen and treated right there on-site. Mass

casualty kits will be stationed in different areas of the golf course, and the Amherst mass casualty trailer will be on-site. Staffing will be flexible based on the time of the day (less people in the morning, etc.). Aspirus is bringing a dispatcher to sit with the Public Safety dispatcher. Patient tracking is through a state program that provides real time information to all medical staff. Overtime is not anticipated due to Aspirus partnering with Sentry to provide the majority of medical assistance. Riverfront Rendezvous will be covered the same as it is every year.

7. Fire Chief’s Report/EMS Report

- Retired Fire Chief Pete Ugorek passed away. Fire personnel posted for his funeral.
- Retired Captain Paul Mattlin passed away. His celebration of life service was last Friday.
- Last Sunday, the department had a pancake breakfast for current and retired members.
- A strike team was sent to the Arcadia fire to provide assistance.
- Firefighter/Paramedic Ethan Przybylski became a Field Training Paramedic and Firefighter/Paramedic Joseph Gemza III became a Field Training Paramedic.
- Vehicle fire in Park Ridge. Due to the rapid response of the Fire Department, the fire was extinguished, the car was pulled out of the garage, and there was no damage to the structure.

48 Members Approved
 46 positions Funded
 41 Staffed

Significant Events

- | | |
|---|--------------|
| • Live Burn Training Second Street North | 04/08/2023 |
| • Acadia DNR Wildland Fire | 04/13/2023 |
| • Field Training Paramedic Course | 4/17-21/2023 |
| • Chief Peter Ugorek Funeral Ceremony | 04/24/2023 |
| • Promotion Ceremony of FF/P Joey Gemza, and Ethan Przybylski to Field Training Paramedic | 4/25/2023 |
| • Nicaragua Donation of SCBA's | 04/28/2023 |
| • Captain Paul Mattlin Celebration of Life Service | 04/28/2023 |
| • SPFD Family Pancake Breakfast | 04/30/2023 |

Mutual and Automatic Aid Fire Response: (9)

- | | |
|---|------------|
| | YTD (19) |
| • 5409 Vern Holmes Drive (City) | 04/04/2023 |
| • University Road @ Brown Thrush Road (Rudolph) | 04/05/2023 |
| • 650 Highway K (Stockton) | 04/06/2023 |
| • 3455 County Road N (Rudolph) | 04/07/2023 |
| • 538 Old Wausau Road (Hull) | 04/12/2023 |
| • 2601 Forest Drive (Plover) | 04/12/2023 |

- 910 State Road 54 (Black River Falls) 04/13/2023
- 6434 Old Highway 18 (Stockton) 04/13/2023
- 7375 White Spire Road (Rothschild) 04/14/2023
- 1430 Torun Road #326 (City) 04/22/2023

Fires

- Structure Fires-5 YTD (9)
- Vehicle Fires-1 YTD (2)
- Brush, Grass, Wildland Fires-3 YTD (3)
- Trash/Dumpster Related Fires-0 YTD (0)
- Cooking Incidents-1 YTD (6)
- Chimney Fire -0 YTD (1)
- Excessive Heat, Scorch, No Fire- 1 YTD (6)
- Electrical Issues-5 YTD (10)

EMS/Rescue

- EMS Assist Calls-60 YTD (233)
- Assist Invalid-0 YTD (0)
- Vehicle Accidents-4 YTD (9)
- Assist Other Government Agency-0 YTD (1)
- EMS Call, Other-0 YTD (1)

Alarms

- False Alarms Responses-13 YTD (40)

Hazardous Materials

- Carbon Monoxide Detected-1 YTD (3)
- Natural Gas Detected-1 YTD (5)
- Gasoline and Flammable Leak/Spill-0 YTD (1)
- Hazardous Investigation nothing found-2 YTD (10)
- Oil/Combustible Spill included Vehicle Accidents-1 YTD (1)
- Chemical Spills-0 YTD (1)

Other Incidents

- Animal Rescue-1 YTD (1)
- Burning Regulation Issues-19 YTD (22)
- Citizen Complaints-0 YTD (0)
- Water/Steam Leak-0 YTD (0)
- Smoke Scare, Odor of Smoke, Steam Mistaken for smoke-3 YTD (7)
- Ring Removal-0 YTD (1)
- Dispatched and Cancelled Enroute-5 YTD (15)
- Nothing Found on Arrival- 1 YTD (1)
- General Service Call-0 YTD (0)
- EMS or Fire Standby-2 YTD (2)

- Bomb Scare-0 YTD (0)

Technical Rescue

- Water/Ice Incidents-0 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 (129)

Year to Date Total (397)

Total Fire Losses City Property-\$100

YTD: \$10,100

Total City Property Saved-\$147,500

YTD: \$2,215,100

Monthly Training:

- Applebee's Training -Search and Rescue/Ladders
- Live Burn 2nd Street North
- Truck 22 Pump Training
- Truck 22 Aerial Ladder Training
- Field Training Paramedic Course
- Oshkosh Sawdust Expo

Public Activities:

- o Fox Valley Technical College Public Safety Fair 04/11/2023
- o Station Tour 04/19/2023
- o Epi Pen Training Water Department 04/26/2023
- o SPASH Career Fair 04/27/2023
- o CPR AED Nasal Narcan Class 04/27/2023
- o Station Tour 04/28/2023

Firefighter/ Paramedic Interviews: 3 potential candidates were interviewed. We will have 2 recruits starting the May academy.

Field Training Paramedic Promotions: FF/ Paramedics Ethan Przybylski and Joseph Gemza III were promoted to Field Training Paramedic.

North Central Regional Trauma Advisory Council: BC Ewing and AC Gemza attended the North Central Regional Trauma Advisory Council Conference held in Wausau.

Field Training Officer Courses: Stevens Point Fire Department hosted two different National EMS Management Association Courses, "Basic EMS Field Training Officer" and "Developing and Managing the EMS Field Training Evaluation Program" Leaders and future leaders from our department and area departments participated.

Developing and Managing the EMS Field Training Evaluation Program SPFD Participants:

- AC Joe Gemza
- BC Anthony Ewing
- Lt Matt Zander
- Lt Shane Westphal
- Lt Ross Oestreich
- FTP Ethan Przbylski
- FTP Joe Gemza III
- FF/Medic Austin Lewandowski

Basic EMS Field Training Officer Program SPFD Participants:

- AC Joe Gemza
- BC Anthony Ewing
- Lt Matt Zander
- Lt Shane Westphal
- Lt Ross Oestreich
- FTP Ethan Przbylski
- FTP Joe Gemza III
- FF/Medic Austin Lewandowski
- FF/Medic Conner Pelot
- FF/Medic Jen Petkoff
- FF/Medic Tim Ewers
- FF/Medic Jake Butler
- FF/Medic Chris Wornski

Medic 1			
	Month	YTD	2022 YTD
Responses	189	701	695
Transport/Treat ALS	132	485	438
Transports BLS	2	5	25

Medic 2			
	Month	YTD	2022 YTD
Responses	84	394	383
Transport/Treat ALS	59	260	220
Transports BLS	0	4	16

Medic 5			
	Month	YTD	2022 YTD
Responses	0	9	3
Transport/Treat ALS	0	4	3
Transports BLS	0	0	0
Cancel/Refuse/No Trans	0	3	1
Hosp to Hosp	0	0	0

Simultaneous Calls			
Units	Month	YTD	2022 YTD
2	53	260	224
3	13	28	18

Car 5 Response			
	Month	YTD	2022 YTD
Responses	8	78	67

Medic 3			
	Month	YTD	2022 YTD
Responses	15	136	77
Transport/Treat ALS	11	94	55
Transports BLS	0	6	3

RRU Response Location			
	Month	YTD	2022 YTD
V Plover	1	9	3
V Almond		0	0
V Amherst		0	1
V Amherst Jct		0	0
V Jct City		4	2
V Nelsonville		0	0
V Park Ridge		0	0
V Rosholt		2	3

Medic 4			
	Month	YTD	2022 YTD
Responses	26	54	36
Transport/Treat ALS	14	29	17
Transports BLS	4	4	1

T Alban		1	1
T Almond		0	0
T Amherst		0	1
T Belmont		0	0
T Buena Vista		0	0
T Carson	2	10	8
T Dewey		6	3
T Eau Pleine	1	3	2
T Grant		0	0
T Hull	2	13	14
T Lanark		1	0
T Linwood		1	4
T New Hope		0	0
T Pine Grove		0	1
T Plover		4	0
T Sharon		5	5
T Stockton	1	8	8
Other		0	0
St Point	1	12	0

Fire Department Apparatus

	Month	YTD	2022 YTD
Responses	0	0	n/a
Transport/Treat ALS	0	0	n/a
Transports BLS	0	0	n/a
Cancel/Refuse/No Trans	0	0	n/a
Hosp to Hosp	0	0	n/a

Totals			
	Month	YTD	2021 YTD
Responses	314	3081	3080
Transport/Treat ALS	216	1992	1984
Transports BLS	4	96	95
Cancel/Refuse/No Trans	92	973	966
Hosp to Hosp	0	17	19

Vehicle	Year	Make	Model	Current Vehicle Miles
51Med1-A918	2021	IH	CV	1899
51Med2-A187	2018	Ford	F-550	87800
51Med3-A184	2018	Ford	F-550	83600
51Med4-A211	2015	Ford	F-550	74333
51Med5-A554	2010	IH	4300	161844

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

Ayes, all; nays, none. Motion carried.

8. Police Chief's Report

- Assistant Chief Williams attended her fifth week of Command College. Her final week will be in June and then graduation will follow.
- Lt. Johnson has been representing the department at career fairs throughout the state.
- Officer Schultz participated in the annual spring Prescription Drug Take Back. Over 1,000 lbs of prescription drugs were discarded.
- Officer involved shooting in beginning of April. Wish to thank those agencies that reached out: Stevens Point Fire Department, Portage County Sheriff's Officer, State Patrol, Division of Criminal Investigations, Wisconsin Professional Police Association, Plover Police Department, and all other Chiefs and board members from around the county and the state. Thank you for offering to help out and making sure we are all ok.
- A mental health professional has been reaching out on a daily basis to all officers involved in the shooting and working with them closely.
- A mental health awareness program is being established for officers. Officers will be mandated to meet with a mental health professional once a year. Officers who work with crimes against children or sensitive crimes will meet twice a year. A policy is currently being implemented.
- Lt. Johnson is preparing for Rescue Task Force (along with help from other agencies). The Commissioners are invited to stop by and see how the scenario plays out and all the work put into it. The location is not disclosed to officers until the scenario starts to simulate a real event.

Personnel: 45/49

Note of Interest:

- Crossing Guard David Wagner resigned from his position after working since January 13, 2023. He left the position for a better paying job with more hours.
- 4-11-23 Lt. Johnson attended the Fox Valley Technical College Public Safety Career Fair.
- 4-20-23 New Hires, William and Kylie, began their pre-employment testing for expected start date of 5-22-23.
- 4-22-23 Ofc. Schultz participated in the Annual Spring Prescription Drug Take-back. Over a 1,000 pounds of unused, expired or unwanted prescription drugs were disposed of through the program in Portage County.
- 4-24-23 Ast. Chief Williams attended her 5th week of Command College.
- Throughout the month of April, several members from SPPD observed and critiqued lockdown drills at Pacelli High School, St. Peter's Middle School, St. Stephen's Elementary School, St. Paul's Elementary School, SPASH and other schools within the district.

- 4-24-23 Ofc. Stankowski and Lt. Johnson participated in a bike rodeo at Madison Elementary School on April 24th. Well over 50 students participated in the event. Ofc. Stankowski showed off one of SPPD's Bike Patrol Bicycles.
- 4-25-23 Lt. Johnson, Lt. Brooks, Lt. Moss and Ofc. Brooks continue to work closely with SPFD, Plover PD, PTSO and other agencies to include the Stevens Point School District on Rescue Task Force Training scheduled in June 2023.
- 4-27-23 Lt. Johnson met with area officials for the first TRIAD(SPPD, PTSO and Seniors) Meeting, after the Committee folded during COVID. TRIAD's goal is to enhance the quality of life of older adults, through education and active participation in statewide programs and projects, by partnering with law enforcement, senior serving agencies and seniors to help reduce criminal victimization of older adults.

Calls of Interest:

- **04-23-23 Traffic Stop with Drug Seizure-** SPPD Officer conducted a traffic stop west side, and ended up finding 2 pounds of THC and THC products. Lots of gummies and cartridges. Driver stated he purchased out of state for personal use. Driver in jail, on charges.
- **04-22-23 OverDose,** Officer responded with Med unit to an address at 2600 blk Bush St. to assist with a person who had consumed alcohol and sleeping pills. Subject transported medically.
- **04-21-23 Welfare Check/ Drug arrest,** Officers were dispatched to North Point Pub to check the welfare of male passed out in vehicle. Officers observed drug paraphernalia in plain view and subsequent search located 10 grams of possible heroin or fentanyl. Also located were scales, baggies, and cash. Driver was arrested for possession with intent to deliver and P&P Hold.
- **04-21-23 Driving Complaint,** PTSO Deputy and SPPD Officer conducted a traffic stop on suspect vehicle in driving complaint. Driver of suspect vehicle would not cooperate or get out of the vehicle. The driver ingested unknown substance in front of officers, a med unit was requested. Search of vehicle located suspected meth and us currency.
- **04-21-23 Suspicious Person,** Officers responded to 1000 blk Franklin for report of unknown male tearing down a garden shed. Male was disoriented possibly under the influence. Male became uncooperative with officers and took a fighting stance. Male was tased and hand cuffed. Upon medical clearance the male was taken to jail.
- **04-19-23 Death Investigation,** SPPD Officers responded to Schmeekle Reserve to investigate a death. SPPD Detectives responded as well as the medical examiner. Case turned over to UWSP PD.
- **04-18-23 Disturbance,** SPPD Officers responded to physical disturbance between father and son. Son was arrested for strangulation, battery. Son initially removed his ankle monitor, however he was located by Officers in a nearby park.
- **04-17-23 Driving complaint,** SPPD Officer responded to area of Rogan's shoes to investigate a driving complaint. The suspect vehicle was located and stopped. Driver refused field sobriety testing, .312 BAC which required further medical clearance prior to going to jail.
- **04-17-23 Suspicious,** SPPD Officers responded to area of 100 blk Minnesota Av. to investigate report of male in black jacket banging on doors at multiple residence waking people up. The male was contacted by Officers and later taken into custody on P&P hold.
- **04-15-23 Disturbance after the fact,** SPPD Officer investigated a report by female who stated her husband beat up her boyfriend in Bukolt Park. Turns out the boyfriend sustained a broken jaw and needed further medical attention. Officers contacted Department Of Corrections to request a warrant for the husband who had left the scene.
- **04-15-23 OverDose,** Officer responded to 400 blk Washington for report of a male over dosing on heroin. Another male residence took items and left the residence prior to Officer arrival. Male who OD'ed was medically transported and treated, he also had a pending Department Of Corrections warrant .

- **04-14-23 Suspicious**, Officer responded to the area behind the Days Inn 100 blk Division St, for report of two subjects with flash lights. Officers made contact with two subjects who stated they were shinning for deer. One of the subjects was arrested on P&P warrant.
- **04-13-23 Disturbance/ Med call**, Officer responded to 900 blk Second St to investigate a report by a female she had a seizure due to being thrown to the floor by a male. The male was later arrested on Probation Hold and charges forwarded to DA.
- **04-13-23 Suspicious**, Officer responded to a male in the Point After lot to locate a male sleeping in the car. Caller thought the subjects were casing the business. Drug paraphernalia in plain view, which led to a Probation & Parole hold.
- **04-12-23 Disturbance**, 1600 Division report of a black male screaming at people and throwing items. Officers contacted the male who was taken into custody on P&P warrant. Another involved male was also arrested on a warrant.
- **04-12-23 Driving Complaint**, Officers responded to Nebel and Water, for report of female who stop and a red flashing light and not responding to caller. Further investigation found female to be under the influence and arrested.
- **04-07-23 Suspicious**, Report of suspicious male. SPPD Officer responded to investigate. During the investigation Officers located a male who produced a firearm and shot at officer. Officers returned fire striking the subject who was secured and given medical treatment. Department of Criminal Investigation requested to investigate the Officer Involved Shooting.
- **04-02-23 Threats**, Officer investigated report of known male threatening to kill everyone in the Democratic Party Head Quarters with a gun. Upon further investigation the male suspect arrested for terroristic threats.
- **04-01-23 possible bomb**, 1700 blk Oak St. caller reported finding a possible WW2 bomb under the floor. Marathon Bomb Squad reported to remove the item.

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

Number of Use of Force Incidents: 2 (10)

April Use of Force Summaries

- 4-7-23 – SPPD was involved in an Officer Involved Shooting. Division of Criminal Investigations is investigating this incident.
- 4-21-23 – SPPD Officers responded to a residence where a male was trespassing and tearing down a shed that did not belong to the person. Upon contact with the person, they appeared under the influence of drugs and were not making sense. During the entire contact the suspect was uncooperative, yelling, making weird noises and swearing at the Officers. Once the Officers told the suspect they were not free to leave, the suspect turned around, clenched his fist and squared off with an Officer. The suspect was tased. The suspect fell to ground and the Officers handcuffed the suspect. The suspect requested an ambulance, but had no injuries.

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

- Total welfare checks for 2023 = 278
- 63 Welfare checks
- 4 Voluntary
- 3 Chapter 51's
- 1 Alcohol Commitment
- 1 Suicide

Training:

04-19-21-23	WAHI Training Seminar	Kohler, WI	Drossel
04-17,19,2023	Bi-Annual EVOC	NTC, Merrill	All Officers
03-27-31/04-10-14	First Line Supervisor 2 weeks	Chippewa Valley Tech	Beach
04-24-28,23	Week 4 Command College	Fort McCoy	Williams
04-25-27-23	Basic FTO	Waukesha Tech	Stankowski
04-25-27-23	Basic FTO	Waukesha Tech	Wierzbna
As Needed	FAA Part 107 Drone Pilot	SPPD	O'Neil

Field Training (FTO):

Auxiliary Unit:

- 4-8-23 Aux at City Easter Egg Hunt
- 4-13-23 Aux at Trivia Parade
- 4-22-23 Aux at SPASH Prom
- SPPD Auxiliary training for April included scenario based training with a disturbance and downed subject scenario. SPPD Auxiliary recruiting video was completed by Stevens Pont City Media, the video was posted via social media by Lt. Johnson PIO

School Resource Officers:

SPASH

- Calls for service-113
- 4 Weapon related investigations: Three involving knives and one complaint about a student possibly having a gun. 3 knives located and handled with school consequences, the gun complaint was unfounded.
- 5 Vaping investigations, one citation issued and the rest completed the vaping education course in lieu of a citation
- 5 Truancy citations
- 5 Thefts, all handled with school consequences
- 10 Disorderly Conduct Motor Vehicle, handled with school consequences
- 1 Sexual assault- incident reported (did not happen at SPASH)-investigation continuing.
- Training was completed with several staff regarding our reunification kit at SPASH, and we had two in house security meetings.
- There was a student walkout for transgender rights, lots of assistance from other officers with that.
- Prom was held this past weekend at the Holiday Inn and went well.

PJ Jacobs

- Calls for service - 117
- School consequences - 43
- Citations for Disorderly Conduct - 3
- Juvenile referrals - 4
- Truancy citations - 1
- YES program referrals - 1
- SRO been working on our second round of Lockdown drills in the schools (two are required per calendar year). Also tornado drills were done in all of our schools.

- SRO Quisler had a sexting investigation which required the help of our detective bureau, as the victim lived in Wausau. The result was a juvenile referral and a phone seized as evidence.

Ben Franklin

- Calls for service - 116
- 57 receiving school consequences
- 3 YES referrals
- 6 NTC's 2 for sexting, 2 for DC, 1 UAL and 1 for vaping
- 2 Juvenile Referrals Prescription drug related (selling and possessing)
- 1 Sexual assault investigation passed on to another agency for follow-up
- 2 Sexting investigations resulting in 2 citations and interviews of nearly 2 dozen students at multiple schools
- 1 Physical fight between two students resulting in school consequences
- 1 Theft resulting in school consequences
- 3 Students were Out of School Suspended for Bullying with warnings of Harassment if it continued
- SRO Marchel had multiple reports of vaping both from nicotine vapes and thc vapes with multiple vapes located and 1 thc dab pen located.
- Multiple Securely reports of students doing searches related to weapons that all turned out to be related to research for a school project except for one.
- SRO Marchel taught 3 classes of 7th graders in FACS class for our Police Outreach Program on how the internet works and cyberbullying as well.

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

Ayes, all; nays, none. Motion carried.

9. Adjournment

The meeting adjourned at 2:45 p.m.

REGULAR MEETING MINUTES

Board of Park Commissioners

May 3, 2023 - 6:30 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

OR

[Zoom Teleconferencing](#)

Meeting ID: 864 0602 5764 | Passcode: 222396

By Computer: [Join](#)

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

I. Discussion and Possible Action on:

1. Roll Call.

Present: Freckman, Disher, Glodosky, Alder Keymer, McDonald, Okonek, Przybylski, Alder Shorr, Sorenson, Alder Zarazua

Excused: Carrie Winn

Also Present: Director Dan Kremer, Superintendent Todd Ernster, Tori Jennings, Steve Menzel, Alder Mary Kneebone, Dr. Ben Sedinger, Brandon Mueller (on Zoom)

2. Approval of April 5, 2023 meeting minutes

Motion to approve by McDonald, second by Glodosky; passed 11-0.

3. To award project #23.025, KASH Playground Resurfacing to Adventure Turf in the not to exceed amount of \$225,975.

Motion to award contract to Adventure Turf for \$225,975 by Okonek, second by Disher; passed 11-0.

4. Land permission request from the UWSP Student Chapter of The Wildlife Society Waterfowl Project and Student Chapter of Ducks Unlimited to install wildlife nest boxes adjacent the Plover River section of The Green Circle Trail.

Motion to approve project as presented by Glodosky, second by McDonald; passed 11-0.

5. Introduction and preapproval consideration of The Plover River Crossing Interpretive Trail Sign Project funded by the Community Foundation of Central Wisconsin being presented by Tori Jennings.

Motion to accept the Interpretive Trail Sign Project by Okonek, second by McDonald; passed 11-0.

6. Request from the Stevens Point Softball Association to charge fees for parking at Zenoff Park during the U.S. Senior Open in June being presented by Mike Disher.

No action.

7. Forestry Update presented by Forestry Superintendent, Todd Ernster

No action.

8. Director's Report

- 20 years of service on park commission - Wayne Sorrenson (4/16/2003 - 4/16/2023)
- Bandshell project update
- Emerson Park project update
- Community Stadium project update in Goerke Park
- Green Circle Trail update

No action.

9. Adjournment.

Motion to adjourn by Disher, second by McDonald; meeting adjourned at 8:21 pm.

REPORT OF CITY PLAN COMMISSION

May 1, 2022 – 6:00 PM

In-Person & Zoom Conference Call Meeting

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

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn, Technician Mohr, Alderperson Christianson, Alderperson Shorr, Alderperson Keymer, Alderperson Johnson, Alderperson Plaisance, Alderperson Shuda, Lea Ballmer, Carol Molepske, Mary Ann Laszewski, John Knoke, Armin Nebel, Cindy Nebel, Leo White, Jane Johnson, Samuel Lang, Rich Kleinman, Greg Hanse, Ryan Carol, 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 April 3, 2023 meeting of the City Plan Commission.
3. Public Hearing and action on a request from John Knoke for a conditional use permit to construct a second principal structure on the property located at 2001 Patch Street (Parcel ID 281230805100222), consistent with Ch. 23.01(14)(f).
4. Public Hearing and action on a request from Lori Gintner, representing Arthur Greco, to rezone an unaddressed parcel off of Second Street North (Parcel ID 281240820340043) from “B-1” Neighborhood Business to “R-3” Single- and Two-Family Residential.
5. A request from Leah Finucan, representing Associated Bank, for a sign variance to install two freestanding signs on the property located at 1305 Main Street (Parcel ID 281240832100628), consistent with Ch. 25.14.
6. Public Hearing and action on a request from the City 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 purposes of repealing the definition of ‘family’ in its entirety and adopting the following definitions of the terms ‘household entity,’ ‘household entity plus,’ ‘dependent,’ and ‘owner-occupied dwelling.’

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

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

Dependent – an individual related by blood, marriage, adoption, foster child arrangement, or similar legal relationship who relies on support from another individual related by blood, marriage, adoption, foster child arrangement, or similar legal relationship, and usually cannot exist or sustain themselves independently without the aid or support of someone else.

Owner-Occupied Dwelling – shall mean any dwelling unit where an individual or two or more persons who reside in such unit are the owners of either the entire fee simple interest or the entire land contract vendee’s interest in said dwelling unit.

7. A request from the City of Stevens Point to enter into an electric underground easement agreement with the Wisconsin Public Service Corporation for the property located at 4401 State Highway 66 (Parcel ID 281240823230001) and two unaddressed parcels off of State Highway 66 (Parcel ID 281240823230002 & 281240823120001).
8. March 2023 Monthly Report
9. Director's Report. *A verbal report will be provided during the meeting.*

Closing Section:

10. Adjourn.
-

Opening Section:

1. Roll call.

Present: Wiza, Kneebone, Arntsen, Schuler

Excused: Cooper, Ilten, Rice

Discussion and possible action on the following:

2. Report of the April 3, 2023 meeting of the City Plan Commission.

Motion by Commissioner Arntsen to approve the report of the April 3, 2023 Plan Commission meeting; seconded by Alderperson Kneebone.

Motion carried 4-0.

3. Public Hearing and action on a request from John Knoke for a conditional use permit to construct a second principal structure on the property located at 2001 Patch Street (Parcel ID 281230805100222), consistent with Ch. 23.01(14)(f).

Associate Planner/Zoning Administrator Kuhn summarized the request for a conditional use permit to construct a second principal structure on the noted property. The proposed 1,600 sq.ft. building would accommodate two commercial tenant spaces. After review, staff held no further concerns and recommended approval as presented.

Mayor Wiza reviewed Public Hearing rules and procedures.

Mayor Wiza declared the public hearing open.

Mayor Wiza declared the public hearing closed.

Commissioner Schuler inquired on whether any future approvals would be required if the existing dog wash structure were to be removed, to which staff confirmed it would for the same reason that there cannot be more than one main building situated on one zoning lot, therefore it would follow the same procedure.

Motion by Commissioner Arntsen to approve the request from John Knoke for a conditional use permit to construct a second principal structure on the property located at 2001 Patch Street (Parcel ID 281230805100222), consistent with Ch. 23.01(14)(f) with the following:

1. **The applicant shall enter into a shared access agreement between the subject property and the property located at 2501 Church Street (Parcel ID 281230805100221). Said agreement shall be recorded with the Portage County Register of Deeds Office prior to occupancy being granted for the proposed building.**

2. **The applicant shall provide additional information as to parking accommodation for the proposed development. If additional off-street parking spaces are proposed on the subject property, a parking plan shall be submitted to the Zoning Administrator for review and approval.**
3. **A utility plan shall be submitted, subject to the review and approval of Public Utilities staff.**
4. **The applicant shall ensure that the proposed brick façade on the front elevation shall also extend to the east elevation of the building as it will be visible from Warner Street.**
5. **A knox box shall be provided on the building, subject to the review and approval of the City Fire Marshal.**
6. **A building permit shall be obtained prior to the start of construction.**
7. **Staff shall have the ability to approve minor amendments to the proposed plan.**

seconded by Commissioner Schuler

Motion carried 4-0.

4. Public Hearing and action on a request from Lori Gintner, representing Arthur Greco, to rezone an unaddressed parcel off of Second Street North (Parcel ID 281240820340043) from “B-1” Neighborhood Business to “R-3” Single- and Two-Family Residential.

Associate Planner/Zoning Administrator Kuhn summarized the request to rezone an unaddressed parcel from B-1 Neighborhood Business to R-3 Single-and Two-Family Residential for the purpose of constructing a one or two-family unit residence. After review, staff held no further concerns and recommended approval as presented.

Mayor Wiza declared the public hearing open.

Aldersperson Morrow (District Eleven) noted that they had spoken with the surrounding neighbors, and they had no concerns as they preferred a residence rather than a potential business to be built. He added that he had spoken with the applicant, who further clarified their intention of utilizing the property as their primary home.

Mayor Wiza declared the public hearing closed.

Motion by Aldersperson Kneebone to approve the request from Lori Gintner, representing Arthur Greco, to rezone an unaddressed parcel off of Second Street North (Parcel ID 281240820340043) from “B-1” Neighborhood Business to “R-3” Single- and Two-Family Residential; seconded by Commissioner Arntsen.

Motion carried 4-0.

5. A request from Leah Finucan, representing Associated Bank, for a sign variance to install two freestanding signs on the property located at 1305 Main Street (Parcel ID 281240832100628), consistent with Ch. 25.14.

Associate Planner/Zoning Administrator Kuhn summarized the request for a sign variance to install two freestanding signs on the noted property to serve Associated Bank. After review, staff held no further concerns and recommended approval as presented.

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

Commissioner Schuler inquired on whether there had been any calls or complaints on the operation of the existing lights, to which staff confirmed that there had not been any.

Commissioner Arntsen clarified that the exemption pertained more to the size of the sign, to which staff confirmed accurate.

Motion by Commissioner Arntsen to approve the request from Leah Finucan, representing Associated Bank, for a sign variance to install two freestanding signs on the property located at 1305 Main Street (Parcel ID 281240832100628), consistent with Ch. 25.14. with the following:

1. **Landscaping shall be installed at the base of the two freestanding signs, subject to the review and approval of the Zoning Administrator.**
2. **The applicant shall obtain a design review certificate prior to signage installation, subject to the review and approval of the Zoning Administrator in conformance with the Historic Preservation / Design Review Commission's Design Guidelines.**
3. **The proposed signs shall meet clearview requirements as outlined in Section 23.01(17)(3) of the City's Zoning Code.**
4. **A sign permit shall be obtained prior to sign installation.**
5. **Staff shall have the ability to approve minor amendments to the sign package.**

seconded by Alderperson Kneebone

Motion carried 4-0.

6. Public Hearing and action on a request from the City 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 purposes of repealing the definition of 'family' in its entirety and adopting the following definitions of the terms 'household entity,' 'household entity plus,' 'dependent,' and 'owner-occupied dwelling.'

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

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

Dependent – an individual related by blood, marriage, adoption, foster child arrangement, or similar legal relationship who relies on support from another individual related by blood, marriage, adoption, foster child arrangement, or similar legal relationship, and usually cannot exist or sustain themselves independently without the aid or support of someone else.

Owner-Occupied Dwelling – shall mean any dwelling unit where an individual or two or more persons who reside in such unit are the owners of either the entire fee simple interest or the entire land contract vendee's interest in said dwelling unit.

Director Kernosky provided the following:

- History of how the request came to fruition.
- Previous recommendations by The Hunger and Poverty Prevention Partnership of Portage County and Housing Task Force.
Staff recommendations brought forward for discussion, history of feedback received, and subsequent changes made.
- Current proposed recommendations.

Mayor Wiza declared the public hearing open.

Jane Johnson (615 Sommers St) provided testimony stating that the watered-down recommendations did not adequately address housing issues nor do justice to those most in need.

Mary Ann Laszewski (1209 Wisconsin St) read prepared testimony opposing changes to the definition of family, stating that it would drive out owner-occupied properties and further deteriorate neighborhoods.

Rich Kleinman (2101 Minnesota Ave) provided testimony in support of more dense housing, noting the increasing climate and housing crisis.

Meleesa Johnson (District Five) provided testimony stating that the proposed changes did not do enough to help those most in need, noting that it wasn't just about the unhoused as there were also working people who couldn't make ends meet.

Cindy Nebel (1100 Phillips) provided testimony opposing changes to the definition of family in which they detailed a history of how the initial creation of rooming houses pushed out owner-occupied homes from her district.

Carol Molepske (2125 Clark St) provided testimony opposing changes to the definition of family that would increase unrelated individuals. She recommended trying a neighborhood approach first rather than City-wide changes.

Greg Hansel (525 Clayton Ave) mirrored previous comments that what was being proposed did very little to help those most in need.

Marc Christianson (District One) clarified that the proposed changes did not affect rentals, and only addressed owner-occupied occupancy. He was supportive of the request as a first step towards seeing any potential impacts.

Ryan Carol (1024 Park St) provided testimony stating that keeping occupancy as two unrelated persons was a bad decision, and that the City needed to look at other cities in how they were handling the housing crisis.

Mr. White (1926 Dixon St) mirrored sentiments that what was being proposed was a watered-down version of what was needed. He recommended there be an amendment for consideration that would better address housing.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

- The more the Comprehensive Plan was worked through, the more insight would be received on specific neighborhoods that could help move future changes, but what was being proposed was more of a first step.
- Comment that even the owner-occupied changes may not go far enough, noting that it didn't take much for people, especially seniors, to be driven out of their home.
- General agreement that doing something was better than nothing, even if people felt the changes weren't going far enough. At a minimum, it was incentivizing owner-occupied homes.
- There was a back-and-forth discussion on the breaking down of definitions being used within the proposed ordinance. Through these discussions it was found that specific wording referencing dependents were missing in error. After outlining the missing specifics and working through further clarification, it was stated that the correct and full proposed definition would be forwarded to the Common Council, if approved by the Plan Commission.

Motion by Alderperson Kneebone to approve request from the City 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 purposes of repealing the definition of 'family' in its entirety and adopting the following definitions of the terms 'household entity,' 'household entity plus,' 'dependent,' and 'owner-occupied dwelling.'

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

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Dependent – an individual related by blood, marriage, adoption, foster child arrangement, or similar legal relationship who relies on support from another individual related by blood, marriage, adoption, foster child arrangement, or similar legal relationship, and usually cannot exist or sustain themselves independently without the aid or support of someone else.

Owner-Occupied Dwelling – shall mean any dwelling unit where an individual or two or more persons who reside in such unit are the owners of either the entire fee simple interest or the entire land contract vendee's interest in said dwelling unit;

seconded by Commissioner Arntsen.

Motion carried 4-0.

7. A request from the City of Stevens Point to enter into an electric underground easement agreement with the Wisconsin Public Service Corporation for the property located at 4401 State Highway 66 (Parcel ID 281240823230001) and two unaddressed parcels off of State Highway 66 (Parcel ID 281240823230002 & 281240823120001).

Associate Planner/Zoning Administrator Kuhn summarized the request from the City to enter into an electric underground easement agreement with the Wisconsin Public Service Corporation for the noted properties for the purpose of providing underground infrastructure from State Highway 66 to Well #10. After review, staff held no further concerns and recommended approval as presented.

Commissioner Schuler inquired on the length of the easement, to which staff referred to the details provided within the staff packet, adding that it was quite long.

Motion by Alderperson Kneebone to approve the request from the City of Stevens Point to enter into an electric underground easement agreement with the Wisconsin Public Service Corporation for the property located at 4401 State Highway 66 (Parcel ID 281240823230001) and two unaddressed parcels off of State Highway 66 (Parcel ID 281240823230002 & 281240823120001); seconded by Commissioner Schuler.

Motion carried 4-0.

8. March 2023 Monthly Report

Motion by Commissioner Schuler to accept the March 2023 Monthly Report and place it on file; seconded by Commissioner Arntsen.

Motion carried 4-0.

9. 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:

10. Adjourn.

Meeting adjourned at 7:31 PM.

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

Attachments relating to agenda item 6: Definition of Family

Samuel Lang to Everyone 6:26 PM

SL

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:

<https://www.law.cornell.edu/cfr/text/24/5.403>

🗨️ 😊 ...

City of Stevens Point
Board of Water and Sewerage Commissioners
May 8, 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 and Ray Schmidt

EXCUSED ABSENCE: Anna Haines

ALSO PRESENT: Joel Lemke, Mary Klesmith, Chris Lefebvre, Eric Southworth, Jason Draheim, Jaime Zdroik, Pam Filtz, Jenny Schmeiser, Anne Rink, Michael Federwitz and Ald. Lange

2. Approval of Minutes

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the April 10, 2023 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

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

Ayes all. Nays none. Motion carried.

4. Bill credit for Four Seasons, 1430 Torun Road - Joel Lemke

Joel explained the new owners have been working hard on fixing leaks. According to policy and department practice, a sewer credit can be considered if the leak has been repaired and there is proof the water did not go into the sanitary sewer. In this case, the water did not go down the sanitary sewer.

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the bill credit for 1430 Torun Road in the amount of \$20,813.73.

Ayes all. Nays none. Motion carried.

5. Utility Position Evaluations - Joel Lemke

Joel stated his original intent in going forward with the market rate study was to evaluate three positions; the Administrative Services Manager, Administrative Services Specialist and Airport Manager. The Administrative Services Manager and the Administrative Services Specialist positions have been misrepresented on the pay plan for a long time and we've been continually working on trying to rectify this. There have also been difficulties in hiring for other positions as well. Therefore, a broader spectrum of department positions were evaluated during the market rate study.

The wage consultant came back with data for some of the positions but there is still more to do. Joel explained that he is in no hurry to change titles for the individuals listed on the results of the market rate study. The titles they have listed are what our titles are compared to our industry. Our titles didn't mesh with what other titles are within our industry. Joel explained he felt based on the AWWA data that the Administrative Services Specialist position should be placed in J but when we received the results from Baker Tilly that position remained at H. Stevens Point calculates at 92% of the national average. So, if you have jobs that represent the whole United States, they will take 92% of that and see where you belong. Using that data, and applying the 92%, that position came within .1%. Joel explained to Baker Tilly there are internal equity issues and they explained they were using the scoring system grade for that position and that grade will need to be re-evaluated. So, for this position, Joel will be doing the PAQ process in order to get the original scoring system grade re-evaluated.

Additionally, there are some positions that in the future Joel would like to create a senior step to. The Administrative Services Specialists and the Utility Operators are important roles within the utility and they are the bulk of our employees. Joel explained the industry data has entry level wages representing 0-5 years of employment and wages that represent 5 years of employment and beyond. In order to recognize this, Joel would like to implement benchmarks that wouldn't require committee action to get to it, it would take benchmarks accomplished. The benchmarks would consist of years of employment, certifications required for the position etc. So this is the next step.

This Commission hasn't acted on this in recent years but has in the past. Recently these matters have been acted on at the Personnel Committee but it makes sense for this Commission to act on these issues. So this will be acted on here and at the Personnel Committee.

Joel explained how the pay schedule works and the proposed changes from Baker Tilly. There were eight positions with proposed changes.

Joel is requesting approval to implement the proposed changes, pursue the "senior" positions for future months approval, and development of a new pay plan matrix that would better represent the department and the City. The engineering position also needs review. There have been no applicants for this position, which may indicate that steps need to be taken to fill the position. We are requesting permission to hire at step 5, Grade S.

Paul stated he feels it is hard for commissioners to question professionals that have worked on this study and have the benefit of seeing all of the comparisons.

Ray questioned if it was important to get these new salaries in place prior to doing our rate study. Joel explained we have never tried to tie the two together before. Our rates will cover this. We need to fill a few positions and possibly create a new position.

Mae stated that essentially, we are playing catch-up with some of the positions, because to see a 17% increase for the Administrative Services Manager position, that's substantial and we need to recognize their work. She appreciates this recognition. Joel explained that the position handles the duties of several at City Hall. HR, accounting, and finance manager duties for several entities; Water/Sewer/Storm/Airport/Transit/Fiber.

Carl stated comparing within the industry is crucial because that is where we would recruit employees from.

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the wage increases for the following positions; Director, Waste Water Superintendent, Water Distribution Superintendent, Administrative Services Manager, Construction & Maintenance Superintendent, Chief Operator of Wastewater and Chief Operator of Water.

Ayes all. Nays none. Motion carried.

6. Vehicle use policy - Joel Lemke

The Commission was surprised we didn't have a vehicle use policy already in place.

Utility vehicles would be allowed to be taken home in those instances when the Department Head has determined such action is justified by on-call, emergency, safety and economic considerations. These vehicles are normally not intended to be used for personal use. This would allow for a quicker response for the employee on-call. The taxable fringe benefit for federal income and employment tax purposes would be recorded and tracked through payroll. Mileage would be charged to those that live further than 5 miles from the city limits. Any mileage charges to an employee would be charged through payroll deduction.

Motion made by Carl Rasmussen, seconded by Mae Nachman to approve the Vehicle Use Policy.

Ayes all. Nays none. Motion carried.

7. Water Supply and Distribution Reports - Eric Southworth

Eric stated hydrant flushing started this week and will go through Thursday night. A1 construction has started again in Portage, Third, Meadow, Franklin. Hopefully, this will be done by Memorial Weekend. We are wrapping up last years construction projects.

8. Sewage Treatment Operations Report - Chris Lefebvre

Chris stated we met all permit requirements for the month of April. The dryer is still down. We are hoping 12 weeks after ordering the parts it should be operational again.

We did receive an award for Best of State for our dryer project from the American Council of Engineering last week.

9. Construction and Maintenance Report - Joel Lemke

Joel stated the crews are busy preparing for construction projects. They are also working with the contractor preparing to install a 2 inch main up Spruce Street.

10. Purchase of push camera for storm and sewer infrastructure - Eric Southworth

Joel explained the push camera would alleviate them having to dig in order to see hard to access sewer and storm infrastructure. This is a capital amendment request, adding to the televising equipment previously approved. It will save its value by not having to dig.

Motion made by Ray Schmidt, seconded by Carl Rasmussen to approve the purchase of a push camera for storm and sewer infrastructure in the amount of \$14,792.00 from Macqueen Equipment.

Ayes all. Nays none. Motion carried.

11. An estimate for ditching work by Kyle Kluck Excavating - Joel Lemke

Joel showed the Commission the map of the area that needs ditching work to reopen the flow of the ditch. This was done a few years ago and needs to be done again. In the future, we might be able to find funding to install additional storm pipe.

Joel is requesting permission to engage with Kyle Kluck Excavating in an amount not to exceed \$13,000.00 for maintenance to Utility-owned infrastructure, specifically the removal of material and vegetation from ditches and other vegetated areas.

Motion made by Ray Schmidt, seconded by Mae Nachman to approve ditching work by Kyle Kluck Excavating in an amount not to exceed \$13,000.00.

Ayes all. Nays none. Motion carried.

12. Directors Report - Joel Lemke

Joel explained we didn't qualify for a simplified rate increase for Water Utility by the Public Service Commission because we came just over the 6.5 benchmark, we came in at 6.5. We will have to do a full rate case. Sewer and Storm rate increases that were previously approved can be implemented but we will have to hold on increasing rates for the Water Utility until a full rate case has been completed.

13. Adjournment.

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:57PM

REPORT TO THE MAY 8, 2023
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

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

\$	6,742,448.75
\$	860,271.96
\$	7,602,720.71

CHECKS ISSUED APRIL 2023:

57717 AnSer	After hours answering service	130.00
57718 Aspirus Medical Group, Inc.	Pre-employment testing	183.50
57719 Baker Tilly Virchow Krause LLP	Audit Charges	4,231.61
57720 CDW Government	Troubleshoot issue with alarm panels	235.00
57721 City Of Stevens Point	Retirement, fuel, employee benefits, workers comp premium	30,429.94
57723 Dakota Electric Services Inc	Troubleshoot compressor & heat tape	152.50
57724 Franks Hardware Co Inc	Supplies	672.78
57725 Hawkins Inc	Chemicals	2,656.77
57728 Kamstrup Water Metering LLC	Meter Reading Software	3,364.45
57729 Roger Kieliszewski	Uniform Reimbursement	158.22
57731 Metron-Farnier LLC	Meters	48,127.00
57734 Mastercard	Supplies	566.94
57735 Ruekert Mielke Inc	Water model	3,120.00
57736 Teamsters Union Local 662	Union dues	1,576.00
57738 Wi State Laboratory of Hygiene	Fluoride testing	28.00
57739 Mae Nachman	Salary	57.37
57740 Community Foundation of Central WI	Employee Contribution	10.00
57741 United Way Of Portage County	United Way	36.00
57742 Aramark	Rug service	40.83
57744 Donna's Cleaning Service	Monthly Office & Utility Garage Cleaning	300.00
57745 Ferguson Waterworks #1476	Inventory	3,015.00
57746 INFOSEND INC	Printing, postage & mailing of billing statements, & notices	1,558.98
57747 Reinders Inc	Lawn seed	309.00
57750 Springbrook Holding Company LLC	Civic Pay Transaction Fee	503.67
57751 Strand Associates Inc	Professional Services Well 12	426.11
57752 USA Blue Book	Supplies	255.13
57754 Clark Dietz	Professional Services - 2024 Street Improvements	1,048.67
57755 Ferguson Waterworks #1476	Inventory	1,229.02
57759 Spectrum Insurance Group LLC	Business Liability & Vehicle Insurance	11,997.33
57760 Strand Associates Inc	Professional Services - 2023 Street Improvements	10,636.66
57761 Danise Weed	Refund Check 024974-000, 917 Washington Ave.	216.59
57764 Dolce Digital Imaging	Meter test card printing	146.00
57765 Fastenal Company	Locate paint	169.75
57766 Ferguson Waterworks #1476	Water Fittings, Inventory	8,128.70
57767 John Fabick Tractor Co	Hydraulic hose repair, back hoe maintenance	1,613.86
57770 Petty Cash	Mileage, postage & conference per diem	65.32
57771 SJE	Troubleshoot pressure spikes	1,700.68
57772 Mastercard	Webinar lunch, conference expenses, IT pipes webservice	957.11
57773 USA Blue Book	Colorimeter	641.03
57774 Dan Woitczak	Uniform reimbursement	59.06
57775 Aramark	Rug Service	40.83
57776 Ferguson Waterworks #1476	Restocking & freight charges	68.36
57777 NAPA	Replacement wipers	83.50
57778 US Postmaster	20 Rolls of Forever Stamps	1,260.00
57779 Community Foundation of Central WI	Green Circle - Joel Lemke	10.00
57780 United Way Of Portage County	United Way	36.00
57782 Mary Catura	Refund Check 029302-000, 5649 Jefferson St.	147.06
57785 Heartland Business Systems, LLC	Monthly Managed Services	216.20
57786 Lincoln Contractors Supply Inc	Supplies	117.68
57787 Ruekert Mielke Inc	EPCC Water System Study	8,320.00
57791 Julie Berger	Reimburse costs incurred due to main break	151.00

57792 Central States H & W Fund	Health Insurance Premium	41,330.05		
57793 City Of Stevens Point	Workers Comp Insurance Premium	1,369.08		
57794 CORE & MAIN LP	Test & recalibrate meter tester	460.96		
57795 County Materials Corp	Inventory	3,320.00		
57797 First Supply LLC -Plover	Inventory	7,739.12		
57799 Martelle Water Treatment	Chemical - aquadene	5,451.82		
57800 Northern Properties JCJ LLC	Refund Check 039103-000, 3710 Doolittle Dr.	42.89		
57801 Seitz Investment Properties LLC	Refund Check 009987-001, 741 Second St. No.	36.75		
57804 Wisconsin Division of Energy EAP-UN	Refund Check 018611-000, 401 Michigan Ave #103A I	315.82		
Deluxe Check Printing	Check Printing	183.89		
WPS	Utility Charges	22,058.03		
Payroll	Payroll	36,883.20		
IRS PR Tax	Payroll Taxes - Federal	35,253.22		
DOR PR Tax	Payroll Taxes - State	7,157.00		
Verizon Cell & iPad Charges	Phone & iPad Charges	539.47		
DOR Garnishment	Garnishment	9.32		
HRA Admin Fees	Renewal & Admin Fees	30.00		
TOTAL EXPENSES LISTED			\$ 313,385.83	\$ 313,385.83
BALANCE ON HAND APRIL 30, 2023				
	Balance on Hand		\$ 7,289,334.88	
	Plus uncleared checks		\$ 72,725.33	
	Less checks previously written clearing this month		\$ (62,109.66)	
	Ending Cash Balance matching Bank Statements		\$ 7,299,950.55	
	Less Restricted Funds		\$ (1,124,572.23)	
	Cash on Hand		\$ 6,175,378.32	

REPORT TO THE MAY 8, 2023
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

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

\$	8,070,437.54
\$	615,980.13
\$	8,686,417.67

CHECKS ISSUED IN APRIL 2023:

57716 Airgas USA, LLC	Nitrogen	2,425.84
57719 Baker Tilly Virchow Krause LLP	Audit Charges	3,611.87
57720 CDW Government	Troubleshoot issue with alarm panels	235.00
57721 City Of Stevens Point	Retirement, fuel, employee benefits, workers comp premiums	5,739.55
57722 Cummins Sales & Service	Generator Maintenance	4,168.30
57723 Dakota Electric Services Inc	Wiring for BFP feed grinder, troubleshoot compressor & heat tape	3,696.00
57724 Franks Hardware Co Inc	Supplies	99.38
57726 J & W Instruments Inc	Display board for RAS pump flow meter	900.00
57727 Johnson Controls Fire Protection	Biosolids Bldg Annual Alarm Monitoring	749.32
57730 MC Tools and Repair LLC	Jetter Head Repair	1,035.50
57732 NCL of Wisconsin Inc	Lab Supplies	703.69
57733 Pace Analytical Services Inc	Sample/Testing	379.00
57737 UW Stevens Point	Intern Wages	2,832.03
57742 Aramark	Rug service	177.53
57743 Brenntag Great Lakes LLC	Chemical-Ferric Chloride	16,417.96
57744 Donna's Cleaning Service	Monthly Utility Garage Cleaning	25.00
57750 Springbrook Holding Company	Civic Pay Transaction Fee	503.67
57753 WI State Laboratory of Hygiene	Solids certification	59.00
57754 Clark Dietz	Professional Services - 2024 Street Improvements	262.16
57756 Harter's Fox Valley Disposal	Dumpster Service	561.76
57757 Hawkins Inc	Chemicals - Azone	682.92
57758 JWR INC	Camera Repair	2,825.20
57759 Spectrum Insurance Group LLC	Business Liability & Vehicle Insurance	11,997.34
57760 Strand Associates Inc	Professional Services - 2023 Street Improvements	2,659.17
57761 Danise Weed	Refund Check 024974-000, 917 Washington Ave.	390.54
57762 A Plus Doors LLC	Garage door replacement	22,014.00
57763 Batteries Plus	Batteries	199.00
57765 Fastenal Company	Locate paint	800.62
57768 Northern Lake Services Inc	Sample testing	1,185.43
57769 Olsen Safety Equipment Corp	Repair part for gas monitor	245.29
57770 Petty Cash	Mileage, postage & conference per diem	298.03
57772 Mastercard	Cleaning supplies, Conference expenses, Tool Cabinet, Temperature Recertification	2,054.04
57775 Aramark	Rug Service	177.53
57781 Boerger LLC	Stainless pump housing, sealing compound	6,839.90
57782 Mary Catura	Refund Check 029302-000, 5649 Jefferson St.	225.55
57783 Dakota Electric Services Inc	Replacement contactors - Feltz Ave Lift Station	1,508.28
57785 Heartland Business Systems, LLC	Monthly Managed Services	216.20
57788 Transmotion LLC	Transporter	3,230.00
57789 Waste Mangmt of WI-MN	Sludge hauling	8,041.85
57790 Weimer Bearing and Transmission	Wear showses -primary clarifier	3,325.51
57792 Central States H & W Fund	Health Insurance Premium	16,598.51
57793 City Of Stevens Point	Workers Comp Insurance Premium	786.10
57795 County Materials Corp	Inventory	4,133.00
57796 Evoqua Water Technologies LLC	DAFT Controller Parts	1,144.80
57798 Hach Company	Lab supplies	1,087.41
57800 Northern Properties JCJ LLC	Refund Check 039103-000, 3710 Doolittle Dr.	41.67
57801 Seitz Investment Properties LLC	Refund Check 009987-001, 741 Second St. No.	41.83
57802 The Sherwin-Williams Co	Paint & Painting Supplies	139.98
57803 Water Environment Federation	Membership Renewal - Chris	175.00

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

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of April 1, 2023

\$ 4,210,237.08

Bank deposits recorded in April 2023

\$ 221,468.69

\$ 4,431,705.77

CHECKS ISSUED APRIL 2023:

57719 Baker Tilly Virchow Krause LLP	Audit Charges	\$	3,606.75	
57720 CDW Government	Troubleshoot issue with alarm panels	\$	235.00	
57721 City Of Stevens Point	Retirement, fuel, employee benefits, workers comp premiums	\$	4,543.88	
57724 Franks Hardware Co Inc	Supplies	\$	40.72	
57744 Donna's Cleaning Service	Monthly Utility Garage Cleaning	\$	25.00	
57747 Reinders Inc	Lawn seed	\$	277.98	
57748 Rogan's Shoes	Boot allowance - Jason Pliska	\$	181.90	
57749 Ruder Ware LLSC	Professional Services-General Employment	\$	422.50	
57750 Springbrook Holding Company LLC	Civic Pay Transaction Fee	\$	503.66	
57754 Clark Dietz	Professional Services - 2024 Street Improvements	\$	262.17	
57758 JWR INC	Camera Repair	\$	2,825.19	
57759 Spectrum Insurance Group LLC	Business Liability & Vehicle Insurance	\$	11,997.33	
57760 Strand Associates Inc	Professional Services - 2023 Street Improvements	\$	2,659.17	
57767 John Fabick Tractor Co	Back hoe maintenance	\$	3,744.04	
57770 Petty Cash	Mileage, postage & conference per diem	\$	25.00	
57782 Mary Catura	Refund Check 029302-000, 5649 Jefferson St.	\$	35.39	
57785 Heartland Business Systems, LLC	Monthly Managed Services	\$	216.20	
57792 Central States H & W Fund	Health Insurance Premium	\$	9,827.44	
57793 City Of Stevens Point	Workers Comp Insurance Premium	\$	699.55	
57795 County Materials Corp	Inventory	\$	1,464.75	
57801 Seitz Investment Properties LLC	Refund Check 009987-001, 741 Second St.	\$	7.67	
Deluxe	Check Printing		183.88	
Verizon	Ipad & cell phone charges		376.53	
Payroll	Payroll		27,284.46	
IRS	Payroll Taxes		2,750.76	
WPS	Monthly Utility Charges		22.02	
TOTAL OF EXPENSES LISTED		\$	74,218.94	\$ 74,218.94
BALANCE ON HAND APRIL 30, 2023				\$ 4,357,486.83
	Balance on Hand			\$ 4,357,486.83
	Plus checks written after the end of this month			
	Plus uncleared checks	\$	12,251.00	
	Less checks previously written clearing this month	\$	(15,413.54)	
Ending Cash Balance matching Bank Statements				\$ 4,354,324.29

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

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of April 1, 2023

\$	402,676.76
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Bank deposits recorded in April 2023

\$	-
\$	402,676.76

CHECKS ISSUED APRIL 2023:

57784 Dolce Digital Imaging
Payroll
Payroll

Postcards for CAN project
4/14/2023
4/28/2023

48.12
667.22
125.12

TOTAL OF EXPENSES LISTED

\$	840.46	\$	840.46
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BALANCE ON HAND APRIL 30, 2023

\$	401,836.30
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Balance on Hand

\$	401,836.30
----	------------

Plus checks written after the end of this month

Plus uncleared checks

\$	48.12
----	-------

Less checks previously written clearing this month

Ending Cash Balance matching Bank Statements

\$	401,884.42
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**City of Stevens Point
Airport Commission
May 8, 2023 - 12:57 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 and Ray Schmidt

EXCUSED ABSENCE: Anna Haines

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

2. Approval of Minutes

Motion made by Ray Schmidt, seconded by Mae Nachman to approve the April 10, 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 April as audited and read.

Ayes all. Nays none. Motion carried.

4. Position Evaluations - Joel Lemke

This position in the past has fallen into the insufficient data category, which led us to evaluate the position relative to the City and not to comparable airports. So we worked closer together to establish what is the difference and why.

Joel also explained that Jason is the current Emergency Manager for the City. The FD has had a position approved for emergency management duties and will be taking on this stipend in the future.

According to the wage study results from the consultant, the Airport Manager position would move from grade O to S. They still do not account for the fact that none of the other airport managers that this position was compared to run their FBO (fuel sales/counter services etc) and Jason does.

Motion made by Mae Nachman, seconded by Carl Rasmussen to approve the wage increase for the Airport Manager position.

Ayes all. Nays none. Motion carried.

5. Written/Verbal Report - Jason Draheim

Jason stated the Runway 03/21 rehabilitation project is nearing completion. They are currently working on landscaping and the painting that was previously approved by the commission.

6. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 1:06PM

REPORT TO THE MAY 8, 2023
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of April 1, 2023

\$	191,976.58
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Bank deposits recorded in April 2023

\$	12,714.39
\$	204,690.97

CHECKS ISSUED IN APRIL 2023

2688	AT&T	Phone Charges	2.90		
2689	Baker Tilly Virchow Krause LLP	Audit Charges	1,547.24		
2690	City of Stevens Point	Insurance, retirement & fuel	8,592.34		
2691	Mastercard	Hose & fittings	67.16		
2692	Stevens Point Public Utilities	Snow removal by Utility Dept	1,107.92		
2693	Donna's Cleaning Service	Monthly Cleaning Service	175.00		
2694	Stevens Point Public Utilities	Snow removal & Ipad Charges	438.40		
2695	Mastercard	Cable & rug service, office supplies & conference room equipment	5,566.79		
2696	Titan Aviation Fuels	Fuel purchase	17,858.11		
2697	City of Stevens Point	Workers Comp Insurance Premium	299.89		
2698	Heartland Business Systems, LLC	Monthly Managed Services	84.60		
EFT	Payroll	4/14/2023	4,084.82		
EFT	Payroll	4/28/2023	3,933.78		
	Delta Dental	Dental Insurance Premiums	71.38		
	Wisconsin Public Service	Utility Charges	3,853.92		
	WI Dept of Revenue	Fuel Tax	149.10		
	IRS	Payroll Taxes	2,610.08		
	WI Dept of Revenue	Payroll Taxes	439.52		
TOTAL EXPENSES LISTED			\$ 50,882.95	\$	50,882.95
BALANCE ON HAND APRIL 30, 2023				\$	153,808.02

Balance on Hand	\$ 153,808.02
Plus checks written after end of month	
Plus uncleared checks	\$ 23,809.39
Less checks previously written clearing this month	\$ (1,110.34)
Ending Cash Balance matching Bank Statements	\$ 176,507.07

**City of Stevens Point
Transportation Commission Meeting
May 8, 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: Nichole Lysne, Ald. Allison Birr, Heidi Oberstadt, Tom Bertram

Present via Zoom: Ald. Mary Kneebone, Neil Prendergast

Not Present: Karalyn Peterson

Other Present: Talin Scheuermann, Kaitlyn Wall

2. **April 10, 2023 minutes**

Tom Bertram made a motion to accept the April 10, 2023 minutes. Ald. Mary Kneebone Seconded. Ayes all; Nays none; Motion carried.

3. **April 2023 Financial/Claims report**

Ald. Mary Kneebone made a motion to accept the April 2023 Financial/Claims report. Neil Prendergast Seconded. Ayes all; Nays none; Motion carried.

4. **Election of Chairperson**

Tom Bertram nominated Nichole Lysne as chair of the Transportation commission. Heidi Oberstadt seconded the nomination. There were no other calls for nominations, and a vote was called for. Ayes all; Nays none; Nichole Lysne is named chair of the commission.

5. **Election of Vice-Chairperson**

Tom Bertram made a motion to table this item until the next meeting of the transportation commission. Heidi Oberstadt seconded the motion. Ayes all; Nays none; Motion carried.

6. **Next meeting date**

June 12, 2023 – 4:45pm

7. **Adjournment.**

Meeting Adjourned at 4:58pm

PERSONNEL COMMITTEE
April 18, 2023 - 6:29 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

MINUTES

Discussion and Possible Action on:

1. Election of Committee Chair.

Clerk Yenter called for nominations for Chair of the Personnel Committee.

Ald. Shorr nominated Ald. Zarazua as Committee Chair.

As there were no further nominations, Clerk Yenter closed nominations.

Ald. Morrow moved, Ald. Birr seconded, to close nominations and cast a unanimous ballot for Ald. Zarazua as Committee Chair.

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

2. Election of Vice-Chair.

Ald. Zarazua called for nominations for Vice-Chair.

Ald. Birr nominated Ald. Shorr for Vice-Chair.

As there were no further nominations, Ald. Zarazua closed nominations.

Ald. Birr moved, Ald. Lang seconded, to close nominations and cast a unanimous ballot for Ald. Shorr as Vice-Chair.

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

3. Adjournment.

Adjourned at 6:31pm.

PERSONNEL COMMITTEE

May 8, 2023 - 6:00 PM

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

OR

Zoom Teleconferencing

Meeting ID: 844 0468 1897 | Passcode: 560040

By Computer: <https://us02web.zoom.us/j/84404681897?pwd=Qm9oajI2a3dMK3ZyL2VCdjBjM3pXZz09>

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

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT Ald. Zarazua, Shorr, Lang, Plaisance, Birr

OTHERS Clerk Yenter; Alderpersons; Kneebone, Morrow; Chief Kussow;

PRESENT Directors: Lemke, Kernosky; HR Manager Frasch; Deputy C/T
Freeberg; C/T Corey Ladick.

2. Amendment to Administrative Policy 3.02 Leave Policies - Annual Leave - Vacation

Ald. Shorr **moved**, Ald. Lang seconded, the amendment to Administrative Policy 3.02 Leave Policies - Annual Leave - Vacation.

HR Manager and Deputy C/T Freeberg gave clarification on accrued vacation and how it will be managed in payroll system.

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

3. Joel Lemke, Director of Public Utilities, request adoption of the Water and Sewerage position evaluations.

Post-poned.

4. Adjournment.

Adjourned at 6:05 pm.

CITY OF STEVENS POINT

SPECIAL BOARD OF PUBLIC WORKS MEETING

May 2, 2023 - 4:30 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT: Mayor Wiza, Chris Tiffany, Ald. Mary Kneebone, Ald. Shaun Morrow, Ald. Dean Shuda, Ald. Ginger Keymer, and Ald. Keely Fishler.

OTHERS PRESENT: Director Scott Beduhn and City Attorney Beverage.

Discussion and Possible Action

1. To select a Chairperson for the Board of Public Works.

Director Beduhn called for nominations for Chairperson for the Board of Public Works.

Ald. Shuda nominated Mayor Wiza for Chairperson.

Director Beduhn asked if there were any other nominees.

As there were no further nominees, Director Behuhn declared the nominations closed.

Ald. Shuda **moved**, Chris Tiffany **seconded** to cast a unanimous ballot for Mayor Wiza as Chairperson.

Call for the Vote: Ayes: **All**.

Nays: **None**; Motion **Carried**.

2. To select a Vice-Chairperson for the Board of Public Works.

Chairperson Mayor Wiza called nominations for Vice-Chairperson.

Ald. Fishler nominated Ald. Keymer for Vice-Chairperson.

Mayor Wiza asked if there were any other nominations.

As there were no further nominations, Mayor Wiza closed nominations and asked for a motion to cast a unanimous ballot for Ald. Ginger Keymer as Vice-Chairperson.

Ald. Morrow **moved**; Ald. Kneebone **seconded** to nominate Ald. Keymer as Vice-Chairperson.

Call for the Vote: Ayes: **All**.

Nays: **None**; Motion **Carried**.

Adjourn

Adjourned at 4:40 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING May 8, 2023 - 6:39 PM Community Room 933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT Vice-Chairperson Ald. Ginger Keymer, Ald. Keely Fishler, Ald. Mary Kneebone, Ald. Shaun Morrow, Ald. Dean Shuda.

EXCUSED Chairperson Mayor Wiza

ABSENT Chris Tiffany

OTHERS PRESENT **Directors:** Scott Beduhn, Joel Lemke, Dan Kremer and Ryan Kernosky.
Alderspersons: Marc Christianson, Mykeerah Zarazua, Alison Birr, David Shorr, Sam Lang and David Plaisance.
City Staff Members: City Clerk Kari Yenter, Fire Chief Jb Moody, Police Chief Robert Kussow, C/T Corey Ladick and Deputy C/T Carrie Freeberg.
Others Present: Todd Ewer - 1616 Division Street and Meleesa Johnson - 1703 Division Street.

Informational

1. Director's Report

Ald. Morrow **moved**, Ald. Fishler **seconded**, to approve the Director's Report and place it on file.

Ayes: **All**

Nays: **None**; Motion **carried**.

2. Presentation regarding swales.

No need for a motion on this item, please see the City's website to view the PowerPoint Presentation given by Director's Beduhn and Lemke.

Adjourn

Adjourned at 7:00 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
April 18, 2023 - 6:24 PM**

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

OR

Zoom Teleconferencing

Meeting ID: 849 4149 7854 | Passcode: 201191

By Computer: [Zoom Link](#)

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

Discussion and Possible Action on:

1. Election of Committee Chair.

Clerk Yenter called for nominations for Chair of Public Policy and General Government.

Ald. Kneebone nominated Ald. Fishler as Committee Chair.

As there were no further nominations, Clerk Yenter closed nominations.

Ald. Kneebone moved, Ald. Keymer seconded, to close nominations and cast a unanimous ballot for Ald. Fishler as Committee Chair.

Ayes all, nays none. Motion carried.

2. Election of Vice-Chair.

Ald. Fishler called for nominations for Vice-Chair.

Ald. Kneebone nominated Ald. Keymer for Vice-Chair.

Ald. Lang nominated Ald. Plaisance for Vice-Chair. Ald. Plaisance respectfully declined the nomination.

As there were no further nominations, Ald. Fishler closed nominations.

Ald. Lang moved, Ald. Kneebone seconded, to close nominations and cast a unanimous ballot for Ald. Keymer as Vice-Chair.

Ayes all, nays none. Motion carried.

3. Adjournment.

Adjourned at 6:28 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
May 8, 2023 - 6:22 PM**

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

OR

Zoom Teleconferencing

Meeting ID: 844 0468 1897 | Passcode: 560040

By Computer: [Zoom Link](#)

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

Discussion and Possible Action on:

1. Roll Call.

Present: Ald. Fishler, Keymer, Plaisance, Kneebone, Lang.

Others

Present: Clerk Yenter, Director Kernosky, C/T Ladick, Deputy C/T Freeberg, Director Kremer, Chief Moody, Chief Kussow, Zoning Administrator Kuhn, Director Beduhn, Administrative Assistant Church, Director Lemke.

2. License List:

A. “Class A” Beer & Liquor License:

- 1. The Store #55 at 1201 Badger Avenue, Stevens Point for license period beginning July 1, 2023.**
- 2. The Store #57 at 201 West Clark Street, Stevens Point for license period beginning July 1, 2023.**
- 3. The Store #58 at 5601 Carrie Frost Drive, Suite B, Stevens Point for license period beginning July 1, 2023.**

B. Class “B” Beer License: Bow Wow Meow Boutique at 3449 Church Street, Stevens Point for license period beginning May 16, 2023.

C. “Class B” Beer & Liquor License: Opera House LLC at 1124 Main Street, Stevens Point for license period beginning July 1, 2023.

Ald. Plaisance moved, Ald. Keymer seconded, to approve the license applications.

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

- D. Temporary Extension of Licensed Premise: SPAYHA, 801 Badger Avenue, Stevens Point, request for temporary extension of licensed premise for a special event, May 25-27, 2023 to include a large and small tent and temporarily fenced in area in the grass to the rear of the building.**

Ald. Kneebone moved, Ald. Lang seconded, to approve the temporary extension.

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

E. Temporary Class "B" Beer License:

1. Mid-State Roller Derby, PO Box 728, Stevens Point for Roller Derby

Games on May 20, 2023, June 3, 2023, July 15, 2023, August 12, 2023 at KB Willett Ice Area at 1000 Minnesota Avenue, Stevens Point, WI 54481.

2. St. Joseph Parish, 1709 Wyatt Avenue, Stevens Point for Picnic 2023

on June 9, 2023 at 1709 Wyatt Avenue, Stevens Point, WI 54481.

3. Wonderful Water Run Inc, PO Box 465, Stevens Point for Wonderful

Water Run on October 8, 2023 at Pfiffner Pioneer Park, 1100 Crosby Avenue, Stevens Point, WI 54481.

Ald. Keymer moved, Ald. Plaisance seconded, to approve the license applications.

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

F. 2023-2024 "CLASS B" Beer and Liquor, "CLASS B" Beer and Liquor – Winery, Reserve "CLASS B" Beer and Liquor, CLASS "B" Beer and "C" Wine, CLASS "B" Beer, "CLASS A" Liquor and CLASS "A" Beer, "CLASS A" Liquor, and CLASS "A" Beer License Applicants.

Ald. Plaisance moved, Ald. Keymer seconded, to approve the license applications.

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

3. Request to Hold Event/Street Closing:

A. Roller Derby Games on May 20, June 3, July 15, & August 12, 2023 (Recurring Event).

B. LevittAMP Stevens Point Concert Series on June 1, June 8, June 22, July 6, July 13, July 20, July 27, August 3, August 10, August 17, &

August 24, 2023 (Recurring Event).

- C. Pride Crawl on June 9, 2023 (Recurring w/ Changes).**
- D. Request for modification to a previously approved special event to include Crosby Avenue street closure.**

The LevittAMP Concert Series also includes a June 15, 2023 event date.

For the LevittAMP Concert Series, law enforcement requested that one contractual officer be at the June 1, 2023 and June 8, 2023 event dates. After these dates, police would reevaluate to determine if contractual officers would still be needed for all subsequent event dates.

Ald. Keymer moved, Ald. Lang seconded, to approve the requests to hold events/street closings with conditions for a contractual officer for item 3B.

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

4. Request for extension of open intoxicant to 10:30 p.m. for Pride Crawl on June 9, 2023.

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

No concerns from law enforcement. Chief Kussow reiterated that glass containers are not allowed.

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

5. Beekeeper Permits:

A. Jennifer Matthews-McComb, 840 Second Street.

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

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

6. Adjournment.

Adjourned at 6:38 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

April 18, 2023 - 6:33 PM

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

OR

Zoom Teleconferencing

Meeting ID: 849 4149 7854 | Passcode: 201191

By Computer: [Zoom Link](#)

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

MINUTES

Discussion and Possible Action on:

1. Election of Committee Chair.

Clerk Yenter called for nominations for Chair of the Finance Committee.

Ald. Shorr nominated Ald. Christianson as Committee Chair.

Ald. Shuda nominated Ald. Morrow as Committee Chair.

As there was no further nominations, Clerk Yenter declared nominations closed.

Five ballots were cast, Ald. Christianson received 3 votes, Ald. Morrow received 2 votes.

Ald. Christianson was elected Chair of Finance.

2. Election of Vice-Chair.

Ald. Christianson called for nominations for Vice-Chair.

Ald. Christianson nominated Ald. Morrow for Vice-Chair.

As there were no further nominations, Clerk Yenter closed nominations.

Ald. Shorr moved, Ald. Shuda seconded, to cast a unanimous ballot for Ald. Morrow as Vice-Chair.

Ayes all, nays none. Motion carried.

3. Adjournment.

Adjournment at 6:35 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

May 8, 2023 - 6:06 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 844 0468 1897 | Passcode: 560040

By Computer: [Zoom Link](#)

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

MINUTES

I. Non-Action Items:

1. Roll Call.

PRESENT Ald. Christianson, Morrow, Shorr, Zarazua, and Shuda

OTHERS PRESENT C/T Ladick; Clerk Yenter; Attorney Beveridge; Directors Lemke, Kernosky, Kremer, Beduhn; Chief Kussow; Chief Moody; Deputy C/T Freeberg; Alderpersons Kneebone, Fishler, Keymer, Plaisance, Lang, Birr; Meleesa Johnson; Brandi Makuski

2. Informational update on the shared revenue increase currently proposed in the state legislature.

II. Discussion and Possible Action on:

3. Designation of the official newspaper for City publications.

Ald. Shuda **moved**, Ald. Morrow seconded, to approve the Stevens Point Gazette as the official newspaper for City publications.

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

4. Approval of lease with the Boys and Girls Club of Portage County for space at 933 Michigan Ave.

Ald. Shorr **moved**, Ald. Zarazua seconded, to approve the lease with the Boys and Girls Club of Portage County for space at 933 Michigan Avenue.

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

5. Authorization to submit a planning and demonstration grant application for the Safe Streets and Roads for All (SS4A) Program.

Ald. Morrow **moved**, Ald. Shuda seconded, to approve submitting the planning and demonstration grant application for the Safe Streets and Roads for All (SS4A) Program.

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

6. Request from the Department of Public Works for a capital reallocation related to the West Zinda Bridge project.

Ald. Shuda **moved**, Ald. Morrow seconded, to approve the capital reallocation related to the West Zinda Bridge project.

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

7. Consideration of claim-William Beversdorf-vehicle damage due to parking block.

Ald. Morrow **moved**, Ald. Shorr seconded, to deny the claim for damage to a vehicle from a parking block filed by William Beversdorf.

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

8. Consideration of claim-Sheila Biely-vehicle damage due to pothole.

Ald. Shorr **moved**, Ald. Morrow seconded, to deny the claim for damage to vehicle from a pothole filed by Sheila Biely.

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

9. Approval of Claims Paid.

Ald. Morrow **moved**, Ald. Shuda seconded, to approve the claims in the amount of \$2,235,282.68.

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

III. Closing Items:

10. Adjournment

Adjournment at 6:21 p.m.

COMPTROLLER-TREASURER REPORT
for the period ending March 31, 2023

	Bal March 1, 2023	Receipts	Disbursements	Bal March 31, 2023
GENERAL OPERATING CASH	\$2,056,884.02	\$5,653,634.20	\$5,459,029.09	\$2,251,489.13
UTILITIES & TRANSPORTATION (Cash and Investments)	\$23,477,091.44	\$958,797.55	\$3,617,025.21	\$20,818,863.78
INVESTMENTS	Bal March 1, 2023	TRANSFER IN	TRANSFER OUT	Bal March 31, 2023
GENERAL	\$33,513,449.69	\$19,317.72	\$1,000,000.00	\$32,532,767.41
SPECIAL REVENUE	\$753,577.86	\$0.00	\$0.00	\$753,577.86
DEBT SERVICE	\$227,817.27	\$0.00	\$0.00	\$227,817.27
CAPITAL PROJECTS	\$12,189,423.99	\$0.00	\$2,963,980.52	\$9,225,443.47
INTERNAL SERVICE	\$2,072,554.71	\$0.00	\$0.00	\$2,072,554.71
TRUST	\$4,018,991.87	<u>\$0.00</u>	<u>\$0.00</u>	\$4,018,991.87
TOTALS	<u>\$52,775,815.39</u>	<u>\$19,317.72</u>	<u>\$3,963,980.52</u>	<u>\$48,831,152.59</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,182,374.00	\$1,129,455.00	27.01%
POLICE	\$6,221,666.00	\$1,593,948.00	25.62%
FIRE	\$5,695,911.00	\$1,602,496.00	28.13%
PUBLIC WORKS	\$6,327,205.00	\$1,435,360.00	22.69%
PARK & REC	\$2,257,650.00	\$417,946.00	18.51%
CAPITAL PROJECTS	\$9,388,250.00	\$3,622,767.00	38.59%
DEBT SERVICE	\$8,927,825.00	\$7,195,714.00	80.60%
YTD TARGET	25.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$27,066,706.00	\$14,678,138.00	54.23%

RESOLUTION

[SIGN VARIANCE – 1305 MAIN STREET – INSTALL TWO FREESTANDING SIGNS]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 1305 Main Street (**Parcel ID 281240832100628**) and described as LOT 1 CSM#9559-41- 39 BNG PRT NENW,NWNE & SWNE S32 T24 R8 288/406 320/152 356/632 401/173 474/148 476/774 592/555, City of Stevens Point, Portage County, Wisconsin, is hereby granted a sign variance to install two freestanding signs, subject to the following conditions:

1. Landscaping shall be installed at the base of the two freestanding signs, subject to the review and approval of the Zoning Administrator.
2. The applicant shall obtain a design review certificate prior to signage installation, subject to the review and approval of the Zoning Administrator in conformance with the Historic Preservation / Design Review Commission's Design Guidelines.
3. The proposed signs shall meet clearview requirements as outlined in Section 23.01(17)(3) of the City's Zoning Code.
4. A sign permit shall be obtained prior to sign installation.
5. Staff shall have the ability to approve minor amendments to the sign package.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: May 1, 2023
Adopted: May 15, 2023

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – 2001 PATCH STREET – CONSTRUCT A SECOND PRINCIPAL STRUCTURE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 2001 Patch Street (**Parcel ID 281230805100222**) and described as LOT 2 CSM#3176-11- 134 BNG PRT OUTLOTS 38 & 39 SHEKELL'S ADD SUBJ TO & JT DRVWY ESMT ING/EGR-624363 & ESMT-883472; SUBJ DEED REST-646283 S5 T23 R8 823899, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to construct a second principal structure on the subject property, subject to the following conditions:

1. The applicant shall enter into a shared access agreement between the subject property and the property located at 2501 Church Street (Parcel ID 281230805100221). Said agreement shall be recorded with the Portage County Register of Deeds Office prior to occupancy being granted for the proposed building.
2. The applicant shall provide additional information as to parking accommodation for the proposed development. If additional off-street parking spaces are proposed on the subject property, a parking plan shall be submitted to the Zoning Administrator for review and approval.
3. A utility plan shall be submitted, subject to the review and approval of Public Utilities staff.
4. The applicant shall ensure that the proposed brick façade on the front elevation shall also extend to the east elevation of the building as it will be visible from Warner Street.
5. A knox box shall be provided on the building, subject to the review and approval of the City Fire Marshal.
6. A building permit shall be obtained prior to the start of construction.
7. Staff shall have the ability to approve minor amendments to the proposed plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: May 1, 2023
Adopted: May 15, 2023

Drafted by: Adam Kuhn
Return to: City Clerk

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

[Chapter 23 of the Revised Municipal Code – Zoning Code – Occupancy Regulations]

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

SECTION I: That the following within Section 23.04(2) of the Zoning Code of the Revised Municipal Code of the City of Stevens Point shall be repealed as follows:

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

SECTION II: That the following within Section 23.04(2) of the Zoning Code of the Revised Municipal Code of the City of Stevens Point shall be included as follows:

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

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

Dependent – an individual related by blood, marriage, adoption, foster child arrangement, or similar legal relationship who relies on support from another individual related by blood, marriage, adoption, foster child arrangement, or similar legal relationship, and usually cannot exist or sustain themselves independently without the aid or support of someone else.

Owner-Occupied Dwelling – shall mean any dwelling unit where an individual or two or more persons who reside in such unit are the owners of either the entire fee simple interest or the entire land contract vendee's interest in said dwelling unit.

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: May 1, 2023
Adopted: May 15, 2023

Drafted By: Adam Kuhn
Return To: City Clerk



MEMORANDUM

To: Plan Commission

From: Adam Kuhn, AICP
Associate Planner / Zoning Administrator

Date: May 1, 2023

RE: **Electric Underground Easement – PID 281240823230001, 281240823230002
& 281240823120001**

Background: The Wisconsin Public Service (WPS) Corporation is requesting a 12-foot-wide electric underground easement to provide underground infrastructure from State Highway 66 to Well #10. In order to provide underground infrastructure to Well #10, WPS will need to utilize land within and around the Stevens Point Municipal Airport.

This easement is before the City Plan Commission because the City is the owner of the three parcels in question. Because of that, any granting of easements must be reviewed by the Plan Commission with a recommendation made to the Common Council. Director Lemke and his staff have reviewed the requested easement and do not have any concerns. Therefore, staff recommends approval of the proposed easement agreement.

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.

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Stevens Point, a Wisconsin municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lots 1 and 2 of Certified Survey Map No. 10340, Recorded in the Lincoln County Register of Deeds Volume 46 of Certified Survey Maps on Page 70 as Document 781619; being part of the Southeast Quarter of the Southwest Quarter (SE1/4-SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) of Section 14; and also the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4), the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4), the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4), the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4), the Southwest Quarter of the Southwest Quarter (SW1/4-WW1/4), and the Southeast Quarter of the Southwest Quarter (SE1/4-SW1/4) of Section 23; all in Township 24 North, Range 8 East, **City of Stevens Point, County of Lincoln, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
281-24-0823120001
281-24-0823130001
281-24-0823130002

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities. For areas inside the fenced area, GRANTEE shall not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of Airport property, except at such times as may be designated for such purposes by an authorized representative of GRANTOR. No such authorized representative of GRANTOR shall unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of aircraft. Notwithstanding any other provision in this paragraph, however, GRANTEE may upon notification to an authorized representative of GRANTOR, enter, bring any vehicle and equipment into and conduct repair, maintenance and other operations within the Easement Area, in the event of a break, leak or

other serious condition in the Facilities constructed in the Easement Area, or in the event of any other emergency situation arising with respect to such Facilities. GRANTEE shall have the right to go upon GRANTOR's property outside the Easement Area for the purpose of gaining access to the Easement Area in the event direct access to the Easement Area is not possible in accordance with the provisions of this paragraph.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Stevens Point

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **City of Stevens Point, a Wisconsin municipal corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

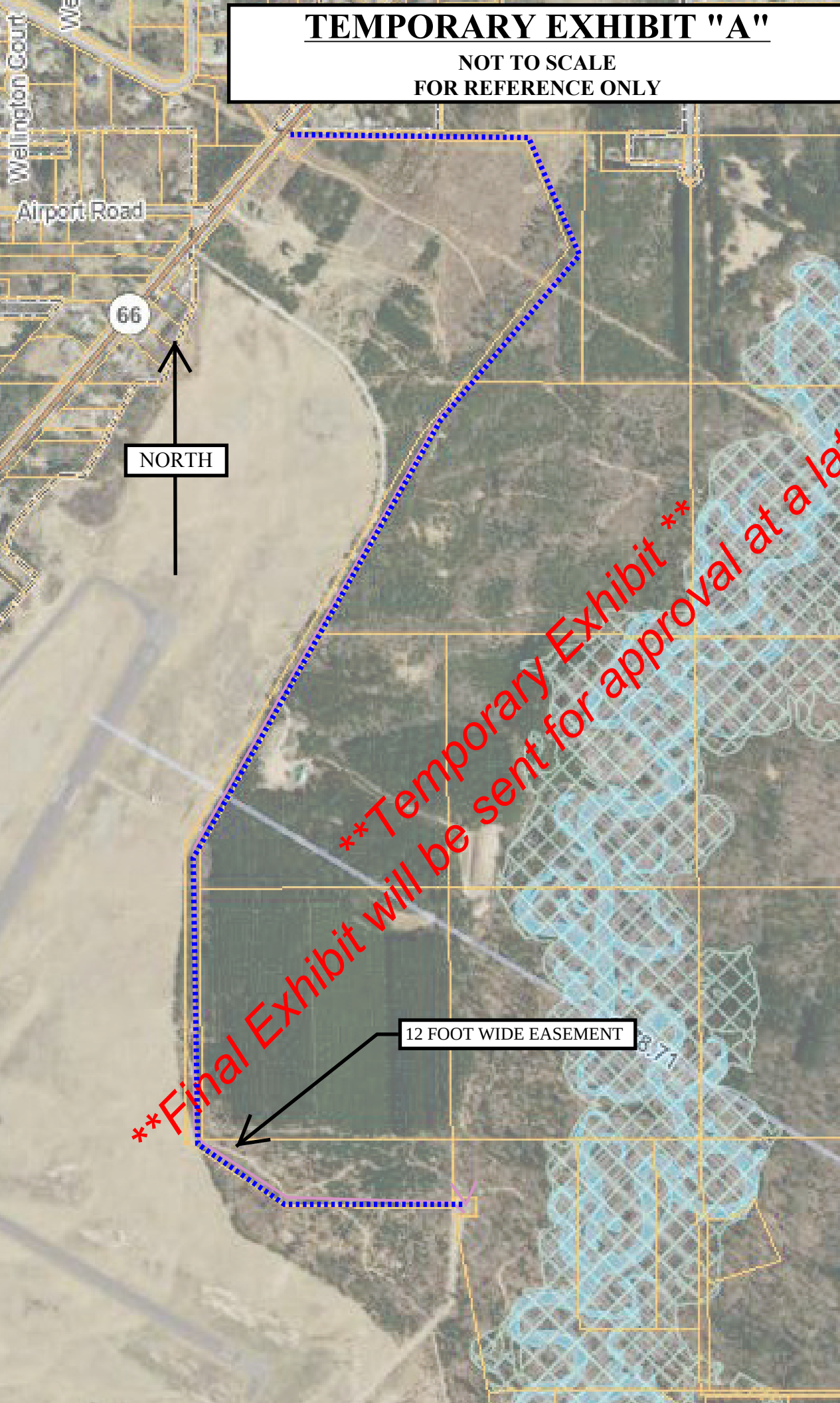
My Commission expires:

This instrument drafted by: Philip Paradies
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1468073	WMIS-3319561	3306381	INT11-468-073

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



Dominique Swangstu
Village of Plover
Natural Resources &
Recreation Planner
Ph: (715) 345-5250
Fax: (715) 345-5253



Adam Kuhn
City of Stevens Point
Associate Planner
Zoning Administrator
Ph: (715) 346-1567
Fax: (715) 346-1498

MEMORANDUM

To: Stevens Point Finance Committee

From: Adam Kuhn, AICP
Associate Planner / Zoning Administrator
City of Stevens Point

Dominique Swangstu
Natural Resources / Recreation Planner
Village of Plover

Date: May 8th, 2023

**RE: Authorization to Submit a Planning and Demonstration Grant
Application for the Safe Streets and Roads for All (SS4A) Program**

Background: The Infrastructure Investment and Jobs Act (IIJA), signed into law in 2021, has created several discretionary programs that provide financial assistance to local governments for transportation projects. One of these, the Safe Streets and Roads for All (SS4A) program, was created to fund transportation projects that prevent deaths and serious injuries for all users of our different transportation networks (i.e., motorists, pedestrians, bicyclists, etc.).

The SS4A program, funded for Fiscal Years 2022-2027, provides yearly grant opportunities for local, county, regional and tribal governments. Similar to other discretionary programs created under the IIJA, the SS4A program provides grant funding for creating or updating a related comprehensive action plan through the "Planning and Demonstration Grant". Whereas, "Implementation Grants" are available for carrying out projects and practices identified within an approved action plan. The following background information is provided for both types of grants. Please note that both grants under the SS4A program (described below) requires a minimum 20% match from the applicant(s) if awarded.

Countywide Planning Effort: Over the last few months, staff from the following jurisdictions have been discussing the possible submission of a multijurisdictional application as part of the SS4A program: Portage County, City of Stevens Point, Village of Plover, Village of Whiting and the Village of Park Ridge. While our initial preference was to submit an implementation grant based on the existing Portage County Countywide Bicycle & Pedestrian Plan, adopted in 2014, such a request would not be eligible as the U.S. Department of Transportation requires an implementation grant be based off of a planning document adopted no earlier than 2017.

Knowing this, the above jurisdictions have preliminarily agreed to work collectively on a multijurisdictional planning grant application to create an eligible planning document. Roadway injuries and deaths are not unique to any one jurisdiction, so producing a comprehensive safety planning document that benefits all road users in Portage County is logical and more equitable. Not only does a countywide grant application boost the odds of receiving the requested grant funding, but it is also consistent with other jurisdictions in Wisconsin who have received SS4A planning grant funds in 2022 (e.g., Brown County, Kenosha County and St. Croix County).

2023 SS4A Grant Priorities:

- Promote safety to prevent death and serious injuries on public roadways;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies;
- Demonstrate engagement with a variety of public and private stakeholders; and
- Align with the Department's mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice40; and workforce development, job quality, and wealth creation

Planning and Demonstration Grant: Grant dollars from the SS4A program can be used for one of more of the below activities which targets the planning, design and the development of activities that reduce roadway deaths and serious injuries, while addressing community needs related to equitable and inclusive infrastructure. Important elements of a U.S. DOT approved action plan include: goal setting, oversight, analysis of safety conditions, public engagement, policy and strategy identification, and evaluation. For the Planning and Demonstration Grant, awarded applications are anticipated to receive a minimum of \$100,000 to a maximum of \$10,000,000. Planning and Demonstration Grants have three different types of activities – these activities can be bundled together under one application or may be applied for individually:

- Develop an Action Plan;
- Conduct supplemental safety planning to enhance an Action Plan; and
- Carry out demonstration activities to inform the development of, or an update to, an Action Plan.

Implementation Grant: In order to be eligible for an implementation grant under the SS4A grant program, an applicant must use projects and strategies identified within an existing (applicable) planning document. For the implementation grant, awarded applications are anticipated to receive a minimum of \$2,500,000 to a maximum of \$25,000,000. The list of eligible projects through the implementation grant are wide-ranging, intended to address a variety of transportation related issues, concerns, and opportunities. Examples of eligible activities include, but are not limited to:

- Correcting common risks across a transportation network (e.g., lighting, high-visibility pavement markings and signage).
- Installing safety enhancements for pedestrians (e.g., new sidewalks to improve connectivity, signaling improvements, rapid-flashing beacons and audible pedestrian signaling).
- Improving equitable transportation infrastructure for those with physical or other forms of impairment.

- Low-cost safety treatments along roadways (e.g., visible signage along high-crash corridors, rumble strips and speed bumps).
- Implementing a Safe Routes to School plan.
- Improving the connectivity of bicycle networks.

Next Steps: The request before you is to approve the attached resolution which would authorize your staff and public officials to assist with submitting a multijurisdictional action plan grant application as part of the SS4A program. This grant's notice of funding opportunity (NOFO) was released at the beginning of April 2023 with a grant application submission deadline of July 10th, 2023. Awards are anticipated to be released in January or February of 2024. If awarded, the expectation is that the grant funds awarded and the 20% match (from the different communities) related to this program would be used to hire an outside firm to do the majority of the planning work associated with producing a long-range transportation planning document.

Similar to the planning process when the 2014 Portage County Countywide Bicycle and Pedestrian Plan was reviewed and adopted, two steering committees will be created to assist the outside firm throughout the planning process – one steering committee focusing on the 'urban area' (i.e., Stevens Point, Plover, Whiting, Parking Ridge and applicable adjacent townships) while the second steering committee will focus on the 'rural area' (i.e., all townships outside of the aforementioned metropolitan area). Being a countywide effort, the appointment of steering committee members, along with the approval of the final document, will need to be approved by the Portage County Board of Supervisors. Such appointment(s) will be made to ensure each participating municipality and jurisdiction is adequately represented to the greatest extent practicable. It is recommended each municipality/jurisdiction establishes its own review process to provide efficient and effective recommendations to the steering committees. The creation of a "Technical Advisory Committee" is also a possibility, incorporating representatives from both the "urban" and "rural" areas of the County. The governing bodies of each participating jurisdiction will have opportunities to provide suggestions, data, comments, and direction when applicable to ensure the final plan created is representative of the different communities involved.

As outlined above, the SS4A program runs through Fiscal Year 2027. With an outside firm anticipated to be selected roughly in the Spring of 2024, it is our hope that this countywide planning document will be adopted in time for future submissions of an implementation grant application in Fiscal Years 2026 and/or 2027. Once an applicable action plan is created and adopted, the County, a group of municipalities, or individual governments within Portage County would become eligible to apply for an implementation grant. As you all know, transportation projects cost a significant amount of money. This, coupled with constrained budgets that all jurisdictions face, makes the possibility of an implementation grant application awarding a minimum of \$2,500,000 ever more fruitful.

If you have any questions, please do not hesitate to contact us at one of the above numbers.

**INTERGOVERNMENTAL AGREEMENT BETWEEN PORTAGE COUNTY AND THE UNDERSIGNED
PARTICIPATING POLITICAL PARTIES TO APPLY FOR A PLANNING AND DEMONSTRATION
GRANT AS PART OF THE SAFE STREETS AND ROADS FOR ALL (SS4A) DISCRETIONARY
PROGRAM**

WHEREAS, the Safe Streets and Roads for All (SS4A) Discretionary Grant Program was established to provide funding for the planning and capital construction of transportation infrastructure to prevent roadway deaths and serious injuries; and

WHEREAS, the SS4A Grant Program is administered by the U.S. Department of Transportation where political subdivisions within Wisconsin are identified as eligible applicants for grant funding; and

WHEREAS, Portage County and its municipal communities understand the importance of transportation safety, community connectivity, and public participation and collaboration; and

WHEREAS, Portage County, the City of Stevens Point, Village of Plover, Village of Whiting, and Village of Park Ridge (the participating political parties) are separately requesting approval to apply for a Planning and Demonstration Grant through the SS4A Grant Program to conduct planning activities necessary to develop an action plan which identifies holistic and well-defined strategies to prevent roadway fatalities and serious injuries on roadways while promoting equitable transportation infrastructure throughout Portage County; and

WHEREAS, the U.S. Department of Transportation provides a minimum award amount of \$100,000 for planning and demonstration grants, with a required 20% match from applicants; and

WHEREAS, the above political subdivisions have agreed to the following financial obligations (based on 2020 Census population) as part of the aforementioned 20% matching requirement; and

PARTICIPATING POLITICAL SUBDIVISIONS	% OF TOTAL MATCH	<i>\$250,000 Grant</i>
		<u>MAX MATCH</u> (20% of Award)
Portage County <i>(Excluding Participating Municipal Populations)</i>	41%	\$20,500
Stevens Point	36%	\$18,000
Plover	19%	\$9,500
Whiting	3%	\$1,500
Park Ridge	1%	\$500
<u>Totals</u>	100%	\$50,000

WHEREAS, the participating political parties agree to provide their portion of the 20% match through monetary means or in-kind contributions, as outlined in the grant application; and

WHEREAS, none of the above participating political parties shall be required to provide more than their portion of the 20% match as identified above, with a grant request cap of \$250,000;

NOW, THEREFORE, BY THE SIGNATURE AND ATTESTATION BELOW, that the Portage County Board of Supervisors, the City of Stevens Point Common Council, the Village Board of the Village of Plover, the Village Board of the Village of Whiting, and the Village Board of the Village of Park Ridge (the participating political parties) approve and authorize their appropriate officials to submit a Safe Streets for All (SS4A) Planning and Demonstration Grant to obtain funds for the creation of a county-wide transportation plan as set forth herein.

BY THE SIGNATURE AND ATTESTATION BELOW, the participating political parties approve and authorize appropriate officials to accept said grant funds, if awarded, pursuant to the terms of the grant application and to execute any and all documents and assurances which may be required for purposes of the grant and plan creation process.

CITY OF STEVENS POINT:

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

VILLAGE OF PLOVER:

Approved: _____
Gary Wolf, Village President

Attest: _____
Karen Swanson, Village Clerk

VILLAGE OF WHITING:

Approved: _____
Dean Curtis, Village President

Attest: _____
Annette Stashek, Village Clerk

VILLAGE OF PARK RIDGE:

Approved: _____
Steve Menzel, Village President

Attest: _____
Shanna Behrend, Village Clerk

PORTAGE COUNTY:

Approved: _____
John Pavelski, County Executive

Attest: _____
Maria Davis, County Clerk

Dated:
Adopted:

Drafted by:
Return to:

BID RECOMMENDATION

PROJECT: Mead Park – Kash Playground – Resurfacing Project

FROM: Rettler Corporation, Ross Rettler
TO: City of Stevens Point Parks, Recreation & Forestry Department, Dan Kremer
DATE: April 27, 2023
RE: Bid Results - Contract 'A' - Mead Park - Kash Playground - Resurfacing Project

Mr. Kremer;

The City of Stevens Point Parks, Recreation & Forestry Department, Mead Park, Kash Playground Resurfacing Project bids for Contract "A" were opened on April 26th, 2023.

Bids for Contract "A", as part of the Kash Playground Resurfacing Project were received from four (4) contractors. Bids were received from Adventure Turf LLC, MEAK Playground Surfacing LLC, Perfect Turf LLC, and PlayPower LT Farmington, Inc./Northland Recreation LLC.

**Qualifying Bids, for Contract 'A' - Mead Park - Kash Playground - Resurfacing Project
Base Bid are as follows:**

Adventure Turf LLC	\$196,500.00
MEAK Playground Surfacing LLC	\$227,298.00
Perfect Turf LLC	\$234,800.00
PlayPower LT Farmington, Inc./Northland Recreation LLC	\$244,360.00

Adventure Turf LLC is the recommended, qualified low bidder for the Contract "A", Base Bid in the amount of \$196,500.00. 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 read 'Ross Rettler', with a stylized flourish at the end.

Ross Rettler, PLA, ASLA
Partner



Mead Park - KASH Playground - Resurfacing Project - Contract "A" - Bid Summary
City of Stevens Point Parks, Recreation and Forestry Department
Project No. 23.025
Bid Opening Date: April 26, 2023 - 2:00 P.M.

Company	Bid Bond/10%	Addendas	Qualifications	Contract "A" Park Redevelopment Base Bid	Contract "A" Voluntary Alternatives	Total
Adventure Turf	x	N/A	x	\$196,500.00	\$0.00	\$196,500.00
MEAK Playground Surfacing LLC	x	N/A	x	\$227,298.00	\$0.00	\$227,298.00
Perfect Turf LLC	x	N/A	x	\$234,800.00	\$0.00	\$234,800.00
PlayPower LT Farmington, Inc. / Northland Recreation LLC	x	N/A	x	\$244,360.00	\$0.00	\$244,360.00



To: Plan Commission and Common Council

From: Dan Kremer, Director of Parks, Recreation and Forestry
John Jury and Tom Schrader, Green Circle Trail Board Members

Date: May 10, 2023

Subject: Acquisition of parcel along 2nd St. N. for future Green Circle (parcel #281-2408-20-3200-13)

When the Green Circle officially opened in 1996, there were several sections where a portion of the trail used city, village and town streets as a portion of the route. Since the grand opening, it has been a long-term goal of the Green Circle Committee to get as much of the trail off these streets as possible. Over time, the committee has been able to move the trail off some streets to a more natural setting in several locations. We are recommending the city plan commission and common council authorize purchasing a parcel along the Stage Coach Trail segment (2nd Street, Du Bay Avenue, Old Wausau Road) to help accomplish the goal of a natural trail in this corridor. This would be the first step in trying to accomplish the goal in this section. There are several more parcels/landowners that the committee and city staff have been working with or will be in the future in order complete this goal. We realize this potential reroute of the trail may be years in the making, but we are willing to work on it with the rest of the land/lease committee for the Green Circle Trail Committee for future generations of trail users.

From our review, this is the last property abutting Second Street which would allow the Green Circle Trail to get off the road and head southwest which we have the opportunity to purchase and control. In addition to this opportunity, the property directly across the road is interested in performing a partial property swap with the city to allow them to expand their business. The land swap is not something the plan commission and the common council is being asked to weigh in on today; however, we have included a map with shaded areas showing the spaces that will likely be coming before both committees next month for consideration and as a continuation of this property acquisition opportunity. That swap would create a direct connection for the Green Circle Trail to cross Second Street and head west into the parcel that is currently for sale and that we are recommending the city purchase.

The Green Circle Trail Committee and Happy Trails fund have agreed to provide all funding for this property purchase. The financing agreement and contingent accepted offer to purchase are included with this memo. The financing memo outlines the terms of conditions of the financial gift to purchase the property.

The Green Circle Trail Committee, the Happy Trails Fund and city staff are requesting approval of this property purchase. If approved, we would close on the property on June 2, 2023.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** May 4, 2023 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~**

3 The Buyer, City of Stevens Point, a Wisconsin Municipal Corporation
4 offers to purchase the Property known as Parcel No. 281-2408-20-3200-13 - Second Street North
5

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Stevens Point
8 County of Portage Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Forty Thousand
10 _____ Dollars (\$ 40,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:
13

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following:
18

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before 24 hours of receiving the Offer

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on Friday, June 2, 2023
37

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)

50 _____ **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except:

80 _____ If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
 118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
 120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
 124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
 126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
 133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
 139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
 140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
 142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
 147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
 152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
 154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
 155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
 157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
 169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
 177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
 181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
 194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
 205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
 214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
 220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards
 225 that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
 228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____
253 _____

254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**
256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines

257 251-255.
258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____
268 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions

269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.
271 ☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
278 ☐ water _____; ☐ telephone _____; ☐ cable _____;
279 ☐ other _____

280 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).
321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:
350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 See line #650 [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

- (1) signed by Buyer; or,
- (2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- (2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

- (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or
- (2) _____

[Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**
435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of

436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____

447 _____ (name other contingencies, if any); and
448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

450 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
452 Other: _____

453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 ☐ **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is
465 stricken).

466 ☐ **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
471 Real estate taxes shall be prorated at closing based on ☐ **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

476 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
478 ☐

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____
 495 _____

496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____
 537 _____

538 _____ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES - Funding Agency Contingency: Purchase contingent upon receipt of funds from the Happy Trails Fund and the Green Circle Trail Committee prior to closing.

The City Plan Commission must review and Common Council must approve the land acquisition prior to closing.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 688-683.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: Rebecca A. Schultz

Name of Buyer's recipient for delivery, if any: Mike J. Wiza, City of Stevens Point

(2) Fax: fax transmission of the document or written notice to the following number:

Seller: () Buyer: (715) 346 1530

(3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

(4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller:

Address for Buyer:

(X) (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: mike@stevenspointre.com

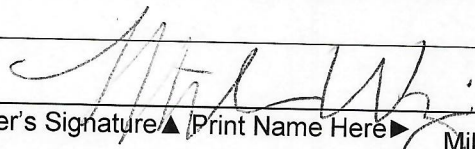
Email Address for Buyer: dkremer@stevenspoint.com

PERSONAL DELIVERY/ACTUAL RECEIPT

Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

ADDENDA: The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Andrew Logan Beveridge, City Attorney

Buyer's Signature  Print Name Here Mike J. Wiza, Mayor

Date 5/4/23

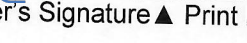
Buyer's Signature  Print Name Here _____

Date _____

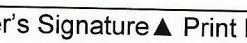
SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

Seller's Signature  Print Name Here Rebecca A. Schultz

Date 05/04/23

Seller's Signature  Print Name Here Rebecca A. Schultz

Date _____

Seller's Signature  Print Name Here _____

Date _____

This Offer was presented to Seller by [Licensee and Firm] Mike Sallet Stevens Point Realty

on 5/4/2023 at 6:00 PM

This Offer is rejected _____ This Offer is countered [See attached counter] _____

Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

787755

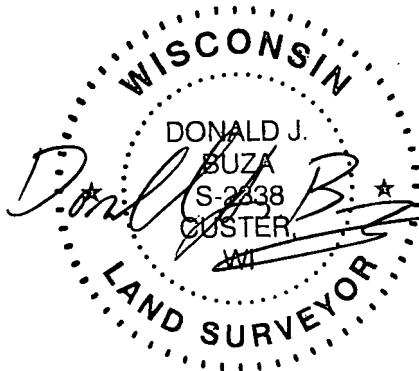
CYNTHIA A. WISINSKI
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
07/25/2013 2:52 PM

REC FEE: 30.00
PAGES: 2
FEE EXEMPT:

Csm 10397-46-127

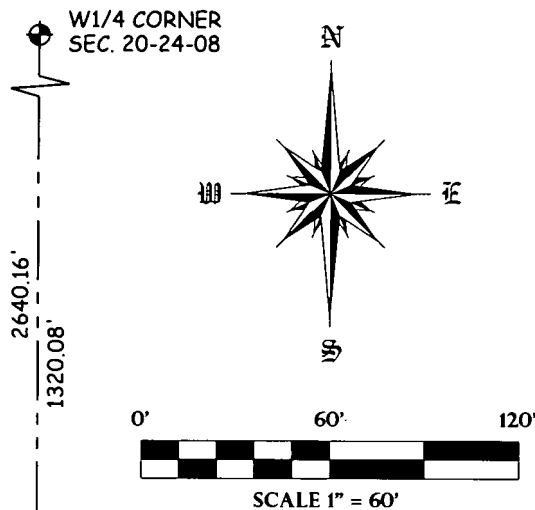
PORTAGE COUNTY CERTIFIED SURVEY MAP

OF ALL OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP #10201
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 20, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF
STEVENS POINT, PORTAGE COUNTY, WISCONSIN.



7/22/13

LOT 1 CSM #10201



W1/4 CORNER
SEC. 20-24-08

2640.16'
1320.08'

WEST LINE SW1/4

N 00°11'01" E

1320.08'

N 89°58'27" E

971.25'

SOUTH LINE NW1/4, SW1/4

40 COR.

CONDO

LEGEND

- 3/4" O.D. X 18" IRON BAR SET WEIGHING 1.50 LBS/LIN. FT.
- 1-1/4" O.D. IRON PIPE FOUND
- 3/4" O.D. IRON BAR FOUND
- BERNTSEN NAIL FOUND
- HARRISON MONUMENT FOUND
- CHISELED "X" ON LG. ROCK FOUND

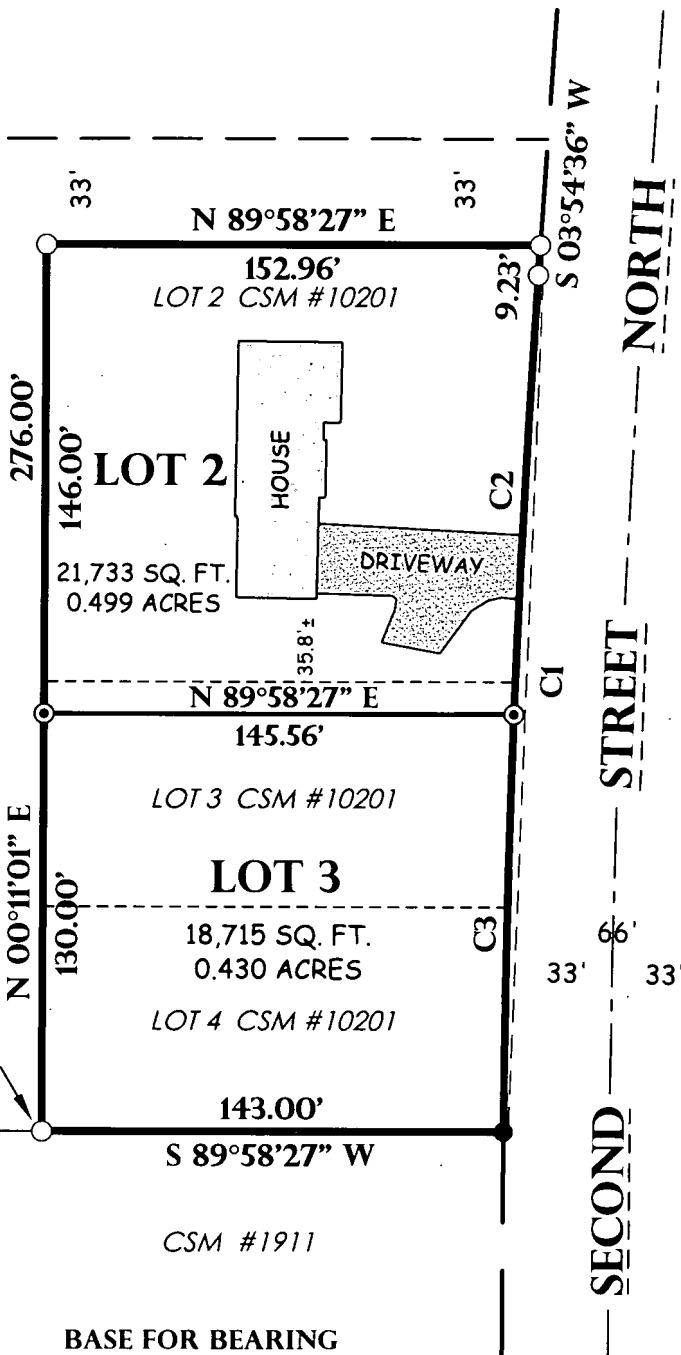
BASE FOR BEARING

THE WEST LINE OF THE SW1/4 OF
SECTION 20, T 24 N, R 8 E.
ASSUMED TO BEAR N00°11'01"E

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4451.76'	267.03'	266.98'	S 02°11'30" W	03°26'12"
C2	4451.76'	136.99'	136.98'	S 03°01'43" W	01°45'47"
C3	4451.76'	130.04'	130.04'	S 01°18'37" W	01°40'25"

SW CORNER
SEC. 20-24-08



NORTH

STREET

SECOND



Point of Beginning

Land Surveying
Engineering
Donald J. Buza, RLS #2338
5709 Windy Drive, Suite D
Stevens Point, WI 54481
715.344.9999(Ph) 715.344.9922(Fx)

THIS INSTRUMENT WAS DRAFTED BY DONALD BUZA
AND DRAWN BY DONALD BUZA

FIELD BOOK B-28 PAGE 50
JOB # 13.760

SHEET 1 OF 2 SHEETS

PORTAGE COUNTY CERTIFIED SURVEY MAP

I, Donald J. Buza, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all of Lots 2, 3 and 4 of Certified Survey Map #10201 located in the Northwest ¼ of the Southwest ¼ of Section 20, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin, described as follows:

Commencing at the Southwest corner of Section 20, Township 24 North, Range 8 East; thence N 00°11'01"E along the West line of the Southwest ¼ of said Section 20, 1320.08 feet to the Southwest corner of the Northwest ¼ of the Southwest ¼ of said Section 20; thence N 89°58'27"E along the South line of said Northwest ¼ of the Southwest ¼ of Section 20, 971.25 feet to the point of beginning (POB) of the parcel to be described; thence N 00°11'01"E, 276.00 feet; thence N 89°58'27"E, 152.96 feet to the West line of Second Street North; thence S 03°54'36"W along said West line of Second Street North, 9.23 feet; thence Southerly 267.03 feet along the arc of a curve along said West line of Second Street North, concave Easterly, having a radius of 4451.76 feet and whose long chord bears S 02°11'30"W, 266.98 feet to the South line of the Northwest ¼ of the Southwest ¼ of Section 20; thence S 89°58'27"W along said South line of the Northwest ¼ of the Southwest ¼ of Section 20, 143.00 feet to the point of beginning.

Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.

That I have made such survey, land division and plat by the direction of Joann Schultz.

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

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

Dated this 22nd day of July, 2013.

WISCONSIN
DONALD J. BUZA
S-2338
CUSTER, WI
LAND SURVEYOR
Donald J. Buza
R.L.S. No. S-2338

CITY OF STEVENS POINT APPROVAL

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

Mickie Ostrowski

Community Development Office

Prepared by:
Point Of Beginning, Inc.
5709 Windy Drive, Suite D
Stevens Point, WI 54482

Prepared for:
Joann Schultz
2687 Hay Meadow Lane
Stevens Point, WI 54482

Job # 13.760

FINANCE AGREEMENT

This Grant Agreement (the “Agreement”) is entered into effective as of the last signature date below (the “Effective Date”) by and between the City of Stevens Point, a Municipal corporation, (the “City”) and the GREEN CIRCLE TRAIL COMMITTEE (“GCT”) and HAPPY TRAILS FUND located at the Community Foundation of Central Wisconsin (“HTF”) (collectively, the “Parties”).

RECITALS

1. The goal of the GCT is to continually make the Green Circle Trail safer and more scenic and to move sections of trail off roadways whenever there is an opportunity to do so.
2. The goal of the HTF is to provide funding for strategic land acquisitions for the Green Circle Trail.
3. City has entered into a Vacant Land Offer to Purchase, a copy of which is attached hereto as Exhibit A, for the acquisition of the following parcel of property: (i) an approximately .43 acre parcel of land in the City of Stevens Point that is across the street from the sculpture park and is generally depicted in Exhibit B (the “Property”).
4. The Property is part of the GCT long-term trail relocation plan and its acquisition will allow a segment of the Green Circle Trail to be relocated from North Second Street, Dubay Avenue, and Old Wausau Road into a wooded trail corridor.
5. GCT and HTF have asked the City to purchase the property and become the land owner in exchange for the GCT and HTF providing the funds necessary for the acquisition costs.

TERMS

NOW, THEREFORE, for the mutual promises and consideration contained herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. Purpose.** The City is attempting to acquire and preserve the parcel to allow for a future trail to be installed. The Property is strategically necessary because it is the only point along North Second Street where a trail entrance could be practically and sustainably located. The parties agree that fulfilling the Purpose will yield a significant public benefit for the residents of the City and the public in general. The parties agree to work in good faith to protect and preserve the Property in perpetuity for this Purpose.
- II. Grant.** In support of the Purpose and subject to the terms of this Agreement, the GCT awards City a grant in the amount of Twenty-One Thousand Dollars (\$21,000) and the HTF awards the City a grant in the amount of Twenty -One Thousand Dollars (together, the “Grants”). The Parties anticipate that ~~the Forty~~ the Forty-Two Thousand Dollars in total will be sufficient to acquire the property, inclusive of closing costs.
- III. Expenditure of Funds.** The Grants (together with any income earned upon investment of such funds) is made for the Purpose and may not be expended for any other purpose without prior written approval from both GCT and HTF. Any portion of the Grant unexpended at

the completion of the project or the end of the period shall be returned immediately to the GCT and HTF, with each receiving 50% of such remaining funds.

IV. Tax-Exempt Status. City represents that it is a municipal corporation and is tax exempt.

V. Future Land Transfers. If City ever transfers the Property to any party other than the GCT or HTF or an entity wholly owned and controlled by GCT and HTF, then within 30 days of such transfer, City will repay the Grants in full; provided, however, the GCT and HTF may waive this requirement. The GCT and HTF acknowledges that City may, in the future, decide to transfer some or all of the property subject to a Green Circle Trail Easement that will continue to protect the Property in a manner consistent with its mission and the Purpose. The parties acknowledge that should such transfer occur, any proceeds from the sale would be paid back to the GCT and HTF, with each receiving 50% of such funds.

VI. Assignment or Delegation. City may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval from the GCT and HTF, which will not be unreasonably withheld; provided, however, City may transfer the Property and assign and delegate its rights to any wholly owned subsidiary organization which City controls.

VII. Records and Reports. City is required to keep a record of all receipts and expenditures relating to ~~thesethese~~ Grants and to provide the GCT and HTF with a written report summarizing the project promptly following the end of the period during which City is to use all Grant funds, or within thirty (30) days of the expenditure of all Grant funds, whichever is earlier. The GCT and HTF may also require interim reports. The reports should describe City's progress in achieving the purposes of the Grants and include a detailed accounting of the uses or expenditure of all Grant funds. City also agrees to provide any other information reasonably requested by the ~~the~~ Parties. City is required to keep financial records with respect to these Grants, along with copies of any reports submitted to the GCT and HTF, for at least four years following the year in which all Grant funds are fully expended.

VIII. Required Notification. City is required to provide the GCT and HTF with immediate written notification of: (i) any changes in its organization's tax-exempt status or (ii) its inability to expend the Grants for the Purpose.

IX. Right to Revoke: If the GCT and HTF do not receive a written request by the City for disbursement of the Grants within thirty-five days of the Effective Date, then this Agreement shall automatically be revoked. If the GCT and HTF believes that City has violated the Purpose, then it shall give written notice of such violation to City with a description of the violation. The parties shall meet within thirty (30) days of such written notice and work to resolve the matter. If the parties are unable to resolve the matter and it is determined that City or its permitted assigns has violated the Purpose or other provision

of this Agreement, then this Agreement may be revoked by the GCT and HTF and any portion of the Grant previously awarded shall be repaid by City.

The undersigned representatives certify that they are authorized to make, execute and deliver this Grant Agreement.

CITY OF STEVENS POINT

GREEN CIRCLE TRAIL

By:

By:

Name: Mike Wiza

Name: Joel Lemke

Its: Mayor

Its: President

Date:

Date:

CITY OF STEVENS POINT

HAPPY TRAILS FUND

By:

Name: John Jury

Its: Fund Representative

Date:

Exhibit A

- Insert offer to purchase contract

Exhibit B

- Insert CSM

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) Cleaning of Lease Space (including supplies and janitorial services if desired by Tenant);
- b) Routine maintenance to interior fixtures, materials, and equipment within the Lease Space, excluding HVAC, electrical, and plumbing equipment.
- c) Pest control (for Lease Space areas);
- d) Licenses, permits and inspection fees needed for any improvements constructed by Tenant;
- 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 \$900.00 (nine hundred dollars) monthly on or before the 1st of each month, starting May 1, 2023. Such Monthly Lease Payment incorporates an agreed upon flat-rate amount to pay for utilities used within the Lease Space..

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 Tennant 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: _____

[illegible]

Corey Ladick

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Wednesday, May 3, 2023 1:26 PM
To: Corey Ladick
Subject: RE: [External] Recommendation request: Beversdorf

Hi Corey,

I am in receipt of the claim that has been by filed William Beversdorf against the City of Stevens Point, for vehicle damage which resulted from Mr. Beversdorf striking a parking block which had a metal rod sticking out of it. As you are aware, the City of Stevens Point is self-insured for this loss, and should the City decide to settle this matter, the 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 parking lots 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 and parking lots is a discretionary decision, for which the city would have immunity based on the above statute.

Based on the reported facts of loss, I would recommend denial of this claim.

Thank you,

From: Corey Ladick <CLadick@stevenspoint.com>
Sent: Wednesday, May 3, 2023 9:04 AM
To: Allison C. De Franze <allisond@cvmic.com>
Subject: RE: Recommendation request

Hi Allison,

The claim documents are attached, which includes pictures. I believe the metal rod sticking out was to anchor the curb stop to the pavement.

Corey Ladick, CPFO, MBA
Comptroller-Treasurer
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
715-346-1574

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Tuesday, May 2, 2023 3:24 PM
To: Corey Ladick <CLadick@stevenspoint.com>
Subject: [External] Recommendation request

12-05-22
KJ

RECEIVED

DEC 05 2022

CITY CLERKS
OFFICE

CITY OF
STEVENS POINT
NOTICE OF CLAIM

Name: William R. Beversdorf

Incident/Accident Information

Address: 5594 Old Highway 18,
Stevens Point, WI 54482

Date: August 31, 2022

Time: 12:00 PM

Phone: 715-341-6656

Location: Mead Park

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 policy 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.

PLEASE SEE ATTACHED.

Signed: William R. Beversdorf

Date: November 30, 2022

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.)

The undersigned hereby makes a claim against the City of Stevens Point arising out of the circumstances described above in the amount of \$.

To process this claim it is necessary to detail all damages being sought.

Signed: William R. Beversdorf

Date: November 30, 2022

Address: 5594 Old Highway 18,
Stevens Point, WI 54482

Attachment to City of Stevens Point Claim Form

We were taking 3 of our grandchildren to KASH Playground for some playtime before school started for the year. I pulled into a parking stall maintained by the city of Stevens Point, WI and slowly allowed my front right tire to touch the portable curb at the front end of the parking stall. When I backed out of the parking stall, the front bumper of my car was effectively destroyed because a metal rod which was intended to anchor the curb in place and which should have been pounded down flush with the top of the curb was protruding above it by about an inch or so and it caught the underside of my bumper ripping the bumper off my vehicle.





Corey Ladick

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Wednesday, May 3, 2023 2:11 PM
To: Corey Ladick
Cc: Ann Marie Carini
Subject: RE: [External] Biely recommendation

Hi Corey,

I am in receipt of the above claim that has been filed by Sheila Biely against the City of Stevens Point, in the amount of \$320.00 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 though the city understands there are potholes on its city streets, the city had no prior notice of any specific dangerous or unsafe condition. 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, and when and how quickly a city can get workers to repair defects in city streets are discretionary decisions, 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,

From: Corey Ladick <CLadick@stevenspoint.com>
Sent: Wednesday, May 3, 2023 12:49 PM
To: Allison C. De Franze <allisond@cvmic.com>
Subject: RE: Biely recommendation

Was the City aware of the pothole prior to the date of Ms. Biely's claim?

We are aware there are potholes on Church Street and Division Street which is why we are actively addressing them. Our crews have been working on them for awhile now. Because we have been soending so much time on Division and Church streets, we have a contractor coming next week to specifically look at the Division at Clark/Main area for some longer lasting repairs as our current repairs continue to break out.

Does the City have a street maintenance program in place?

Yes, we have active, pothole, trumbull, crackfill and concrete repair programs.

Are potholes generally filled once the area of concern is reported?

When specific potholes are reported we do try to get to them in short order, but the time it takes also depends on the weather, crew availability and condition and need of other areas we are working in as we can't abandon other areas on known concern.

Corey Ladick, CPFO, MBA
Comptroller-Treasurer
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
715-346-1574

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Wednesday, May 3, 2023 9:43 AM
To: Corey Ladick <CLadick@stevenspoint.com>
Cc: Ann Marie Carini <annmariec@cvmic.com>
Subject: [External] Biely recommendation

Hi Corey,

Received your request for a liability recommendation on Sheila Biely.

Just have a few questions:

Was the City aware of the pothole prior to the date of Ms. Biely's claim?

Does the City have a street maintenance program in place?

Are potholes generally filled once the area of concern is reported?

Thanks!

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CITY OF
STEVENS POINT
NOTICE OF CLAIM

Name: Sheila Biely

Address: 363 S. Main St.
Amherst, WI 54406

Phone: (715)445-6158

Incident/Accident Information

Date: Fri, April 28, 2023

Time: 5:10 pm

Location: Division St. between
Ellis St + I-39 (Clark)

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 policy 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.

I was driving down Division St., then hit a
pothole deep one between Ellis St + Clark St. I
heard a hiss sound, got to my friends' house
and found the tire was popped. I will cost
me \$320.00 to fix with price of tire + labor.

Signed: Sheila Biely

Date: 5/1/23

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.)

The undersigned hereby makes a claim against the City of Stevens Point arising out of the circumstances described above in the amount of \$ 320.00.

To process this claim it is necessary to detail all damages being sought.

Signed: Sheila Biely

Date: 5/1/23

Address: 363 South Main St.
Amherst, WI 54406