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
SPECIAL COUNCIL MEETING

Community Room
933 Michigan Avenue, Stevens Point, WI

July 6, 2023
5:45 PM

OR

Zoom Teleconferencing

Meeting ID: 869 5708 6878 | Passcode: 666620
By Computer: Zoom Link
By Phone: +1-312-626-6799 (US Chicago)

AGENDA

Agenda

1. Roll Call.

Consideration and Possible Action on the Following:

2. Discover Downtown event and street closure on July 15, 2023 (Recurring Event).
3. Engagement letter with Stafford Rosenbaum, LLP and Attorney Ryan Braithwaite for attorney representation on Marshfield Clinic tax exemption matter.
4. Adjournment.

RMC – Revised Municipal Code

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

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

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

SPECIAL EVENT PERMIT APPLICATION

OFFICE USE ONLY:	
DATE:	9-13-23
AMOUNT:	$35
RECEIPT:	1.093146

Application Fee: $35

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

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

1. Please Select One: ☐ New Event ☒ Return Event as Previously Presented ☒ Return Event w/ Changes
2. Name of Event: Discover Downtown
3. Name of Sponsoring Person or Organization: Stevens Point Alliance
   Address: PO Box 675 City: Stevens Point State: WI Zip Code: 54481
   Is this a 501 (C-3) non-profit organization? ☐ Yes ☐ No If Yes, Tax Exempt CFS#: 501©6 non profit
4. Contact Person: Nicole Kaiser
   Phone: 715-571-4201 Email: info@downtownpoint.com Fax:
   Address: same City: State: Zip Code:
5. Event Type: (Check All That Apply and Describe: Run/Walk, Concert, Festival, Picnic, Etc.)
   - ☐ Athletic Event:
   - ☐ Financial Gain Event on City Property:
   - ☒ Free Public Event on City Property:
   - ☐ Private Event:
   - ☐ Other:
6. Event Date(s): July 15, 2023 raindate, July 22, 2023 Event Start Time: 9am Event End Time: 9pm.
7. Set Up Date and Time: 8am July 15 (July 22, 2023 raindate)
8. Event Assembly Location: none
   Event Dispersal Location (if different from Assembly Location): none
9. Estimated Attendance Of:
   Participants/Vendors: _____ Spectators/Attendees: 1,000 Vehicles: — Animals: —
10. Site Plan/Map of Event Attached [REQUIRED]: ☐ Yes ☐ No
    (Include Locations of Vendors, Tents, Portable Restrooms, Etc.)
11. Street Closures Required? ☒ Yes ☐ No (If "Yes" Certificate of Insurance providing minimum combined single bodily injury and property damage of $1,000,000 is required regardless of event size)
12. List of Street Blocks to Close for Event: Main Street Church St. to square.
13. Briefly Describe Your Event (You May Attach Additional Pages, If Needed):
    Sidewalk Sales, fashion Show, Music
14. Do You Require Any Other Special Assistance from the City?
    no.
15. Describe any additional needs from the City or City Facilities (Barricades, Fencing, Garbage Cans, City Facilities, Parks, etc.):
    garbage cans on square.
16. Police Presence Needed? ☐ Police ☐ Auxiliary Officer (Contact Lt. Uitenbrock at buitenbrock@stevenspoint.com)
    Please Explain: no.

square
STAGE
Main St.

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

		Yes	No			Yes	No
1	Admission/Entry Fee	☐	☒	10	Erection of Tents/Temporary Structures—Area Greater than 400sq. ft. **(Additional Permit Required—** Contact Fire Dept & Ask for Officer on Duty: 715-344-1833)	☒	☐
2	Alcoholic Beverages Served **(Additional Permit Required—**Contact City Clerk: 715-346-1569)	☐	☒	11	Financial Gain Activity	☐	☒
3	Amplification Equipment	☒	☐	12	Fireworks—Please Explain Below: **(Additional Permit Required—**Contact Fire Department & Ask for Officer on Duty: 715-344-1833)	☐	☒
4	Amusement Rides/Inflatables **(Certificate of Insurance Required—** Contact City Clerk's Office: 715-346-1569)	☐	☒	13	Food Prepared/Served **(Additional Permit Required—**Contact Portage County Health Dept: 715-345-5350 AND Fire Dept—Email the Fire Marshal at: sinnert@stevenspoint.com)	☐	☒
5	Boats/Snowmobiles/ATVs	☐	☒	14	Horses/Animals	☒	☐
6	Concession Sales	☐	☒	15	Musical Bands	☐	☒
7	Drive Anything Into the Ground **(Utility Location Required $25—**Contact Parks Department: 715-346-1531)	☐	☒	16	Portable Toilets	☐	☒
8	Electricity Needed	☒	☐	17	Vendor Displays/Sales	☒	☐
9	Erection of Tents/Temporary Structures—Area Less than 400sq. ft.	☐	☒	18	Usage of the Square **(Farmers Market Runs May 1st - October 31st—** Contact: stevenspointfarmersmarket@gmail.com)	☒	☐

Additional Explanation Here:

_____

_____

_____

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

NON-DISCRIMINATION, HOLD HARMLESS, INDEMNIFICATION AND DEFENSE

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

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

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

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

Signature of Applicant: _____ Date: 4-20-23

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

Signature of City Clerk: _____ Date: _____

Ryan Braithwaite

222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
RBraithwaite@staffordlaw.com
608.259.2638

June 14, 2023

City of Stevens Point
c/o A. Logan Beveridge, City Attorney
1515 Strongs Avenue
Stevens Point, WI 54481

RE: Marshfield Clinic Tax Exemption

Dear Attorney Beveridge:

This confirms our agreement that the City of Stevens Point has retained us to assist with the defense of an exemption claim filed by Marshfield Clinic. Our representation under this fee agreement is limited to this exemption claim only. We are not representing you in any other matter you may have unless you have specifically contracted with us for the other matter(s).

As we discussed, you have agreed to pay for our services based on the number of hours we spend working on this matter. Our hourly rates are:

Partners/Of Counsel	$ 265.00
Associate Attorneys	$ 235.00
Law Clerks/Paralegals/Legal Assistants	$ 155.00

The above hourly rates are the rates in effect for the current year and are subject to change on an annual basis. We will notify you in writing prior to a change in our rates.

You also agree to pay for all expenses. These expenses include, but are not limited to, filing fees, fees for court reporters and expert witnesses, postage, computer-aided research, travel expenses, document filing and certification, express delivery and photocopying. Photocopying done in our office will be charged at 20 cents per page for black and white copies and at 50 cents per page for color copies. Sales tax may be added to an expense item if the expense is taxable. We may forward some invoices for expenses directly to you for payment.

We will be billing you monthly during the course of our work. Each bill is payable in full upon receipt.

Madison Office

222 West Washington Avenue
P.O. Box 1784
Madison, Wisconsin
53701-1784

608.256.0226
888.655.4752
Fax 608.259.2600
www.staffordlaw.com

Milwaukee Office

1200 North Mayfair Road
Suite 430
Milwaukee, Wisconsin
53226-3282

414.982.2850
888.655.4752
Fax 414.982.2889
www.staffordlaw.com

To enable us to represent you effectively, you agree to cooperate fully with us in all aspects of the representation. You understand that we do not make any promise or guarantee about the outcome of this matter. You agree to pay all fees and expenses regardless of the outcome. We reserve the right to withdraw as your lawyers if you do not meet the terms of this agreement with respect to fees and advances.

At the conclusion of this matter, we will return to you any original documents you request. We will keep your file in electronic format only for 7 years, at which point we will destroy the file without additional notice to you. Please contact us at any time before the retention period expires if you would like us to provide you with a copy of all or any portion of the file before it is destroyed.

You may discharge us as your attorneys at any time by written notice. If you do so, you remain responsible for paying all fees and expenses incurred before we receive the notice.

We may terminate our representation of you if we conclude that we may do so consistent with the Rules of Professional Conduct for Attorneys. If we do so, you remain responsible for paying all fees and expenses incurred before termination.

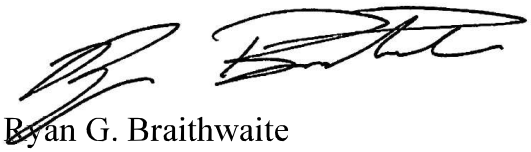
This letter states our entire agreement and supersedes any previous discussions.

Please confirm your agreement with the arrangements stated above by signing one copy of this letter and returning it to us.

Please review the enclosed Billing Information Statement. If you have any questions now or at any time regarding the status of your account or our billing procedures, please do not hesitate to ask us.

Best regards,

STAFFORD ROSENBAUM LLP



Bryan G. Braithwaite

RGB:mah
Enclosure

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0614231306

Agreed to:

By _____ _____, 2023
A. Logan Beveridge, City Attorney
City of Stevens Point

StaffordRosenbaum LLP
Attorneys

Member of ALFA International,
The Premiere Global Network of Independent Law Firms.

BILLING INFORMATION STATEMENT

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you think your Statement is wrong, if you object to a disbursement from our trust account or if you need more information about a transaction on your Statement, write us at:

Stafford Rosenbaum LLP
Attention: Accounting
222 West Washington Ave., Suite 900
P. O. Box 1784
Madison, WI 53701-1784

Write to us as soon as possible. We must hear from you no later than 30 days after we sent you the first Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error. A generalized objection may not be sufficient to preserve your rights.
- If you need more information, describe the item you are not sure about.

We will either correct the error or explain why we believe the Statement was correct. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Statement that are not in question.

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If we find that we made a mistake on your Statement, you will not have to pay any Finance Charge related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a notification of the amount you owe and the date that it is due.

LIMITED LIABILITY LAW PRACTICE

Our law firm has registered as a limited liability partnership (LLP) with the Wisconsin Department of Financial Institutions. In order to operate as an LLP, our firm is required (by Wisconsin Supreme Court Rule) to carry professional liability insurance. Our firm carries higher coverage on both a per claim and in aggregate for combined indemnity and defense costs than is required by the Rule.

Each partner who renders services to you may be personally liable for his or her acts or conduct. However, partners who have no involvement with a matter are not subject to personal liability with respect to that matter.