

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**

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

OR

Zoom Teleconferencing

Meeting ID: 810 9174 8863 | Passcode: 106415

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.

Consideration and Possible Action on the Following:

5. Consent Agenda:
 - Minutes of the Common Council Meeting of October 16, 2023.
 - Actions of the Police and Fire Commission meeting of November 7, 2023:
 2. Approval of Minutes.
 3. Confirmation of Bills.
 6. Discussion, with possible action, on moving forward with the employment of Entry level Firefighters/Paramedics.
 7. Discussion, with possible action, to approve P-FF/PM Moseley to Firefighter/Paramedic status as of November 7, 2023.
 8. Discussion, with possible action, on the appointment of Firefighter/Paramedic Jennifer Petkoff to the position of Field Training Paramedic.
 9. Discussion, with possible action, on accepting a donated dishwasher for Station #2 which the department will have inspected by the City.
 10. Discussion, with possible action, on the approval of the Fire, EMS, and Emergency Management 2024 Operational Budgets.
 11. Discussion on Division Chiefs and Deputy Fire Marshal within the department being Non-Exempt vs. Exempt Employees.

- Actions of the Park Commission meeting of November, 1, 2023:
 2. Approval of September 14, 2023 meeting minutes.
 3. Discussion on Seramur Park restroom shelter design.
 5. 2024 Fees and Charges for the Parks, Recreation, and Forestry Department.
 6. Director's Report.
 7. Adjourn into closed session pursuant to Wis. Stats. 19.85(1) (e)- deliberating or negotiating the purchasing of public properties, the investing of public funds, or the conducting of other specific public business, whenever competitive or bargaining reasons require a closed session on the following:
 - A. Consideration of a real estate donation for public park usage, where such a donation requires commitment by the City for the future use of the property.
- Minutes and Actions of the Plan Commission meeting of November 6, 2023:
 2. Report of the October 2, 2023 meeting of the City Plan Commission.
 12. Discussion only: Home occupation ordinance.
 13. Director's Report.
- Actions of the Board of Water and Sewerage Commissioners meeting of November 13, 2023:
 2. Approval of minutes.
 3. Approval of department claims.
 10. A. Discussion and possible action on acquisition of the property at 4213 Simonis Street (PID 281240834200101) and Parcel ID 281240834200104 for the purposes of construction of Well #12.
- Actions of the Airport Commission meeting of November 13, 2023:
 2. Approval of minutes.
 3. Approval of department claims.
- Actions of the Transportation Commission of November 13, 2023:
 2. Approval of October 9, 2023 minutes.
 3. Approval of the October 2023 Financial / Claims Reports.
 4. Approval of the 2024 Transportation Fare Structure.
 5. Approval to add Free Ride Friday on November 17, 2023.
- Minutes and Actions of the Personnel Committee meeting of November 13, 2023:
 2. Selection of Chairperson.
 3. Selection of Vic-Chair, if needed.
 4. Request to increase Production Specialist hours from 32-40 hours.
 5. Establish Municipal Court Judge compensation for April 2024 term.
- Minutes and Actions of the Public Policy and General Government meeting of November 13, 2023:
 2. License List.
 3. Request to Hold Event/Street Closing.
- Minutes and Actions of the Finance Committee meeting of November 13, 2023:
 3. Approval of establishment of the Election Fund and transfer from the General Fund to the Election Fund.
 5. Approval of transfer from Tax Incremental Finance District #5 to Tax Incremental Finance District #10 for the purposes of financing the acquisition of 1200 Main St. (Former Shopko Building).
 6. Approval to reallocate a portion of American Rescue Plan Act funds for land purchases

- related to future subdivision development.
9. Approval of Claims Paid.
- Statutory Monthly Financial Report by Comptroller/Treasurer.
 - Mayoral Appointments:
 - Bicycle and Pedestrian Street Safety Commission (Alternate #1): Lawrence Leviton, filling the unexpired term of Nena Fisher, expiring April 30, 2024.
 - Housing Authority: Trisha Steinhorst, reappointed for a five-year term, expiring December 31, 2028.
 - Administrative Appeals Board: Gary Speckmann, reappointed for a two-year term, expiring December 31, 2028.
 - Redevelopment Authority: John Gardner, reappointed for a five-year term, expiring December 31, 2028.
 - Redevelopment Authority: James Barrett, reappointed for a five-year term, expiring December 31, 2028.
6. Public Hearing for the purpose of adopting the 2024 Downtown Business Improvement District Operating Plan and Special Assessment Levy.
 7. Resolution - Approving the Downtown Business Improvement District 2024 Operating Plan and 2023 Special Assessment Levy.
 8. Resolution - A request from Hans Waldoch to amend the City of Stevens Point Comprehensive Plan Future Land Use Map for the purpose of amending the future land use designation for an unaddressed parcel near West Harding Avenue (Parcel ID 281240831100139) from 'Not Developable / Restrictive Ownership' to 'Residential.'
 9. Resolution - A request from Hans Waldoch to rezone an unaddressed parcel near West Harding Avenue (Parcel ID 281240831100139) from "C" Conservancy to "R-2" Single-Family Residential.
 10. Resolution - A request from Mike Sentkowski, representing the Schmeeckle Reserve Visitors Center, for a conditional use permit to install a ground-mounted solar array on an unaddressed parcel off of North Point Drive (Parcel ID 281240828210001), consistent with Ch. 23.02(1)(a)(5).
 11. Ordinance Amendment - A request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.01(14)(g) pertaining to minimum floor area requirements to install a new mobile home in the city of Stevens Point.
 12. Resolution - A request from Jesse Yungner, representing the City of Stevens Point, for a sign variance to install a monument sign on the property located at 5200 Coye Drive (Parcel ID 281230802200044) and an unaddressed parcel off of Coye Drive (Parcel ID 281230802200021), consistent with Ch. 25.14.
 13. A request from the City of Stevens Point to be granted a waypoint sign easement from Donaldson Company, Inc. on the property located at 5200 Coye Drive (Parcel ID 281230802200044).
 14. A request from the City of Stevens Point to grant a gas service easement to the Wisconsin Public Service Corporation for the property located at 4401 State Highway 66 (Parcel ID 281240823230001).

15. A request from the City of Stevens Point to annex the property located at 5595 Regent Street (Parcel ID 020320111) and adjacent Brilowski Road and Regent Street Right-of-Way.
16. A request from the City of Stevens Point to sell the property located at 5595 Regent Street (Parcel ID 020320111).
17. Resolution- Approving Northcentral Wisconsin Stormwater Coalition Cooperative Agreement
18. Ordinance Amendment - Approval of amendment to Ordinance 13.17 of the Revised Municipal Code to codify approved rate increases.
19. Review of documents and opt-out procedures for 3M and Dupont settlements related to PFOS and PFOA class action law suits.
20. Ordinance Amendment- Approval of amendment to Ordinance 14.14(1) and (2) of the Revised Municipal Code increasing dog license fees.
21. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$9,940,000 General Obligation Promissory Notes, Series 2023A, and All Related Details.
22. Approving and Authorizing the 2024 to 2027 Ambulance Service Provider Agreement Between Portage County and the City of Stevens Point
23. Public Hearing on the City Budget for 2024.
24. Resolution Adopting the Budget (Capital and Operating) for the City of Stevens Point for the Year 2024.
25. Resolution Appropriating Necessary Funds for the City of Stevens Point for 2024 and Levying the Tax Rate for the Year 2023.
26. Resolution Providing for Writing Special Assessments and Special Charges into the Tax Roll for 2023.
27. Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) and 19.85 (1) (g) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, AND for Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, relating to the following:
 - A. Property tax exemption request from Marshfield Clinic, Inc.
 - B. Discuss the County's response to the City's offer of land for their jail and law enforcement center.
 - C. Memorandum of understanding for pavilion construction in Seramur Park.
28. Reconvene to Take Action on the Memorandum of Understanding for Pavilion Construction in Seramur Park.
29. Adjournment.

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

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

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

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

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

**October 16, 2023
7:00 PM**

OR

Zoom Teleconferencing

1. Roll Call.

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

Others Present:

Mayor Wiza, Clerk Yenter, Director Kernosky, Chief Kussow, C/T Ladick, Director Kremer, H/R Manager Frasch, Mayoral Assistant Kinney, Director Lemke, Chief Moody, Attorney Beveridge.

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.

Tim Hanley, 2849 Ellis Street, spoke about the reconstruction work on the sound system at Georke Park and requested a new design be implemented as the noise level is high.

Liz McDonald, 1760 Strongs Avenue, spoke about the Edgewater Manor property development and suggested a park expansion as the best use.

Consideration and Possible Action on the Following:

5. Consent Agenda:

Minutes of the Common Council Meeting of August 18, 2023 and the Special Common Council Meeting on October 9, 2023.

Actions of the Police and Fire Commission meeting of October 3, 2023:

4. Confirmation of Bills.

6. Discussion, with possible action, on approval of the 2024 Operational Budget for the Police Department.

9. Discussion, with possible action, on the promotion of Motor Pump Operator/Paramedic Ben Schultz to the position of Lieutenant.

10. Discussion, with possible action, on the appointment of Firefighter/Paramedic Dustin Fleisner to the position of Motor Pump Operator/Paramedic.

Minutes of the Plan Commission meeting of September 18, 2023.

Minutes and Actions of the Plan Commission meeting of October 2, 2023:

2. Report of the September 18, 2023 meeting of the City Plan Commission.

5. August 2023 Monthly Report.

6. Director's Report.

Actions of the Board of Water and Sewerage Commissioners meeting of October 9, 2023:

- 2. Approval of minutes.**
- 3. Approval of department claims.**

Actions of the Airport Commission meeting of October 9, 2023:

- 2. Approval of minutes.**
- 3. Approval of department claims.**

Actions of the Transportation Commission of October 9, 2023:

- 2. Approval of the August 28, 2023 minutes.**
- 3. Approval of the August and September 2023 Financial / Claims Reports.**
- 4. Approval of Free Ride Fridays after Thanksgiving through December.**

Minutes and Actions of the Personnel Committee meeting of October 9, 2023:

- 3. Adoption of 2024 Pay Plan.**

Minutes and Actions of the Public Policy and General Government meeting of October 9, 2023:

- 2. License List.**

Minutes and Actions of the Finance Committee meeting of October 9, 2023:

- 3. Approval of a Memorandum of Understanding between the City of Stevens Point, Mid State Technical College, and the Stevens Point Area Convention and Visitors Bureau relating to funding a study for a Downtown Convention Facility.**
- 4. Request from the City of Stevens Point to enter into a contract with Hunden Partners to perform a Conference/Convention Center & Hotel Financial Feasibility & Economic Impact Study.**
- 5. Request from the Community Development Department to issue a Request for Proposals for the property at 1450 Water Street.**
- 7. Approval of Claims Paid.**

Statutory Monthly Financial Report by Comptroller/Treasurer.

Mayoral Appointments:

- Downtown Business Improvement District Board: Bob Butt, filling the unexpired term of Jeanna Trzbiatowski, expiring January 1, 2025.**
- Bicycle and Pedestrian Street Safety Commission: Nena Fisher, filling the unexpired term of Janet Jurgella-Finn, expiring April 30, 2025.**
- Board of Water and Sewerage Commissioners: Anna Haines, reappointed for the term expiring September 30, 2028.**

Ald. Morrow moved, Ald. Christianson seconded, to approve the consent agenda.

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

Nays: None. Motion carried.

- 6. Resolution - A request from the City of Stevens Point to amend the City of Stevens Point Comprehensive Plan for the purpose of adding a chapter outlining a neighborhood comprehensive plan for the Goerke Park/Washington Elementary School neighborhood. Said neighborhood is roughly bounded by Maria Drive to the north, Interstate 39 to the east, Main Street to the south and Division Street to the west.**

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

Tim Hanley spoke about the noise coming from the stadium and requested that it be included in the comprehensive plan.

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

7. A request from the City of Stevens Point to purchase the property located at 1200 Main Street (Parcel ID 281240832202950).

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

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

8. 2024 Health Insurance Benefit Design Changes and Wellness Incentive Changes.

Comptroller Treasurer Ladick gave an overview of the changes.

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

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

9. Approval of the 2024 Capital Budget.

Ald. Morrow moved, Ald. Keymer seconded, to approve the capital budget.

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

10. Presentation and interview of Fourth District Alderperson candidates, subsequent appointment, and swearing in.

Members of the Council asked candidates questions and each candidate was given an opportunity to respond.

Clerk Yenter provided voting slips allowing each Council member to cast their vote.

The votes were as follows: Lara Broderick - 7 votes, Marvin Hafenbreadl - 3 votes.

Lara Broderick was sworn in as Fourth District Alderperson.

- 11. Mayoral Appointment for Fourth District Alderperson to:
Finance Committee.
Personnel Committee.
Board of Parks Commissioners.**

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

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

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

A. Negotiating the terms of a potential sale of property to Portage County for the potential construction of a Jail and Law Enforcement Center.

Ald. Lang moved, Ald. Morrow seconded, to adjourn to closed session.

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

- 13. Adjournment.**

Adjourned at 9:11 p.m.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF NOVEMBER 7, 2023**

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

Also Present: Police Chief Kussow, Fire Chief Moody, Assistant Chief Williams, Assistant Chief Gemza, Division Chief Ewing, Deputy Fire Marshal Malin, City Attorney Beveridge, Comptroller Ladick, Human Resource Manager Frasch, Records Bureau Supervisor Tork, Alderperson Kneebone

2. Approval of Minutes

Commissioner Mrozek moved, seconded by Commissioner Zenner, to approve the minutes of the October 3, 2023, meeting as presented.

Ayes, all; nays, none. Motion carried.

3. Confirmation of Bills

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

Ayes, all; nays, none. Motion carried.

4. Discussion, with possible action, on the final revision to the Policies and Procedures for the Police and Fire Commission.

Commissioner Mrozek moved, seconded by Commissioner Zenner, to approve the final revision to the Policies and Procedures for the Police and Fire Commission.

Ayes, all; nays, none. Motion carried.

5. Police Chief's Report

See attached report.

Commissioner Kirschling moved, seconded by Commissioner Mrozek, to approve the Police Chief's report and place it on file for October.

Ayes, all; nays, none. Motion carried.

6. Discussion, with possible action, on moving forward with the employment of Entry level Firefighters/Paramedics.

Commissioner Zenner moved, seconded by Commissioner Kirschling, to move forward with the employment of Luke Kratzke and Emma Hanes as Entry level Firefighters/Paramedics with the potential hiring date of January 8, 2024, with completion of all requirements included with conditional offer.

Ayes, all; nays, none. Motion carried.

7. Discussion, with possible action, to approve P-FF/PM Moseley to Firefighter/Paramedic status as of November 7, 2023.

Commissioner Mrozek moved, seconded by Commissioner Ostrowski, to approve P-FF/PM Moseley to permanent Firefighter/Paramedic status as of November 7, 2023.

Ayes, all; nays, none. Motion carried.

8. Discussion, with possible action, on the appointment of Firefighter/Paramedic Jennifer Petkoff to the position of Field Training Paramedic.

Commissioner Zenner moved, seconded by Commissioner Kirschling, to approve the appointment of Firefighter/Paramedic Jennifer Petkoff to the position of Field Training Paramedic.

Ayes, all; nays, none. Motion carried.

9. Discussion, with possible action, on accepting a donated dishwasher for Station #2 which the department will have inspected by the City.

Commissioner Kirschling moved, seconded by Commissioner Ostrowski, to accept a donated dishwasher for Station #2 which the department will have inspected by the City.

Ayes, all; nays, none. Motion carried.

10. Discussion, with possible action, on the approval of the Fire, EMS, and Emergency Management 2024 Operational Budgets.

See attached reports.

Commissioner Zenner moved, seconded by Commissioner Mrozek, to approve the Fire, EMS, and Emergency Management 2024 Operational Budgets.

Ayes, all; nays, none. Motion carried.

11. Discussion on Division Chiefs and Deputy Fire Marshal within the department being Non-Exempt vs. Exempt Employees.

Discussion only – no motion.

12. Fire Chief's Report/EMS Report

See attached reports.

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

Ayes, all; nays, none. Motion carried.

13. Adjourn into closed session pursuant to Wis. Stats. 19.85(1)(c) (Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility) and 19.85(1)(e) (Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) for discussion of the following:

- a. Police Chief and Fire Chief annual evaluations.**
- b. Possible extension of probationary period for an employee in the Fire Department.**
- c. Update on EMS contract negotiations with Portage County.**

Commissioner Moore moved, seconded by Commissioner Zenner, to adjourn into closed session.

Roll call vote – Kirschling, yes; Moore, yes; Mrozek, yes; Ostrowski, yes; Zenner, yes. Motion carried.

Commissioner Mrozek moved, seconded by Commissioner Kirschling, to reconvene into open session.

Roll call vote – Kirschling, yes; Moore, yes; Mrozek, yes; Ostrowski, yes; Zenner, yes. Motion carried.

Open session to approve the possible extension of a probationary period for an employee of the Stevens Point Fire Department.

Commissioner Ostrowski moved, seconded by Commissioner Kirschling, to extend the probationary period by six months.

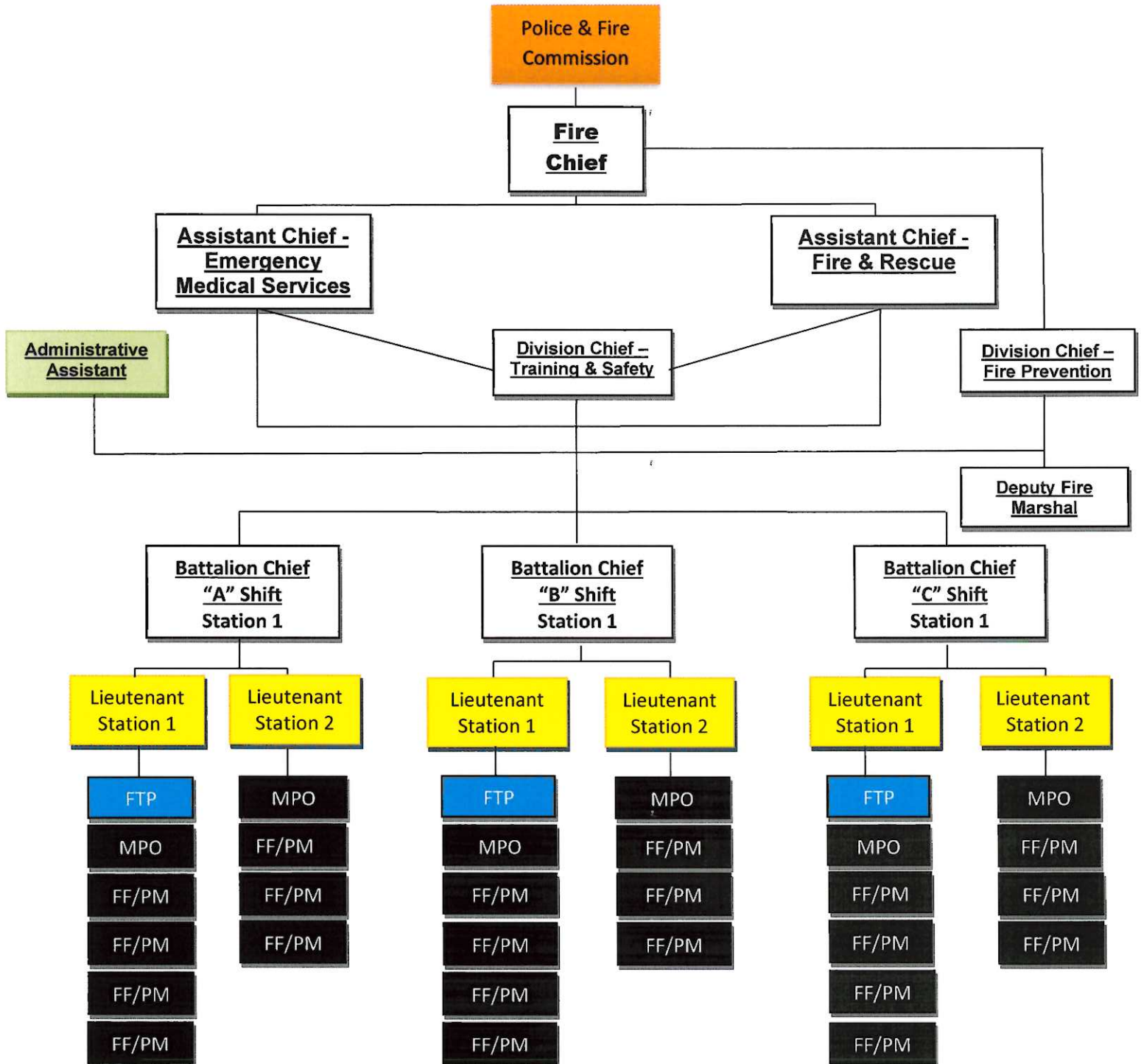
Ayes, all; nays, none. Motion carried.

14. Adjournment.

The meeting adjourned at 4:23 p.m.

Stevens Point Fire Department

EMS – Fire – Rescue Organizational Chart



CITY OF STEVENS POINT

FIRE/AMBULANCE WORKING BUDGET
Period: 06/23Page: 1
Aug 22, 2023 08:28PM

Account Number	Account Title	2020 Pri Year 3 Actual	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Cur Year Budget	2024 Fut Year Budget
GENERAL FUND							
INTERGOVERNMENTAL REVENUES							
100.43.00420.52	FIRE INSURANCE	92,367	95,590	99,261	0	100,000	0
100.43.00610.51	STATE PAYMENT MUNICIPAL SERV	464,786	507,705	368,307	414,716	410,500	0
Total INTERGOVERNMENTAL REVENUES:		557,153	603,295	467,567	414,716	510,500	0
PUBLIC CHARGES FOR SERVICES							
100.46.25210.52	AMBULANCE CONTRACTUAL SERVICES	3,983	2,086	0	0	0	0
100.46.25220.52	GENERAL FIRE DEPT REVENUE	125	1,029	55	656	200	0
Total PUBLIC CHARGES FOR SERVICES:		4,108	3,116	55	656	200	0
INTERGOVERNMENTAL CHGS FOR SVC							
100.47.25320.52	COUNTY AMBULANCE SUBSIDY	2,078,336	2,130,294	2,183,551	1,119,070	2,238,140	0
100.47.25860.52	PARK RIDGE FIRE DEPT SUBSIDY	1,500	1,500	49,475	50,078	1,500	0
Total INTERGOVERNMENTAL CHGS FOR SVC:		2,079,836	2,131,794	2,233,026	1,169,148	2,239,640	0
MISCELLANEOUS REVENUE							
100.48.25250.52	FIRE DEPT MISC REVENUES	0	0	0	0	0	0
100.48.25251.52	AMBULANCE MISC REVENUE	0	0	0	1,950	0	0
100.48.25252.52	DONATIONS FOR FIRE DEPT	0	3,200	24,991	3,000	0	0
Total MISCELLANEOUS REVENUE:		0	3,200	24,991	4,950	0	0
PUBLIC SAFETY							
FIRE DEPARTMENT							
100.52.25270.1530	GENERAL OVERTIME WAGES	232,792	423,964	522,174	158,231	114,668	0
100.52.25270.1532	OVERTIME EARNED IN PY - FIRE	-6,524	-5,419	-1,781	-1,112	-4,000	0
100.52.25270.1540	BOOKED TIME CHARGES	3,155	3,087	2,868	553	0	0
100.52.25270.1560	F.L.S.A. PAY	15,261	16,227	13,152	9,600	19,560	0
100.52.25270.1651	ACTING WAGES	15,862	10,162	18,516	6,328	16,674	0
100.52.25270.1670	UNIFORM ALLOWANCE	20,148	14,466	27,208	17,561	18,900	0
100.52.25270.2212	TV SERVICES	1,564	1,454	1,974	928	1,325	0
100.52.25270.2800	IT/COMPUTER EQUIPMENT	0	0	0	0	0	0
100.52.25270.2902	CONTRACTED SERVICES - GEN	2,171	2,398	1,964	2,405	2,000	0
100.52.25270.2906	IT CONTRACTED SERVICES	3,875	173	198	0	2,000	0
100.52.25270.2907	SOFTWARE LICENSE FEES	18,089	22,557	17,502	6,159	15,000	0
100.52.25270.2913	CONTRACTED RADIO/COMM MAINT	4,562	2,334	3,921	990	2,000	400
100.52.25270.3001	GENERAL OFFICE SUPPLIES	1,595	1,578	3,210	2,204	3,000	0
100.52.25270.3202	MEMBERSHIP DUES	1,200	2,748	2,708	1,105	4,500	-2,000
100.52.25270.3301	MILEAGE EXPENSES	294	453	163	93	1,000	-500
100.52.25270.3550	GEN BUILDING MAINT & SUPPLIES	7,759	10,142	11,526	4,490	10,000	500
100.52.25270.3650	FIRE HOSES & FITTINGS	35	530	0	0	1,000	0
100.52.25270.3651	GENERAL FIRE EQUIPMENT	7,656	1,695	38,013	44,929	8,975	1,600
100.52.25270.3652	PERSONAL FIRE EQUIPMENT	1,073	155	1,773	369	2,500	500
100.52.25270.5000	MISCELLANEOUS EXPENSES	0	0	-20	164	0	2,000

100.52.25270.5601	GEN HEALTH/SAFETY EXP	2,042	1,002	61	144	2,000	0	0	0
100.52.25270.5650	PUBLIC EDUCATION EXP	3,150	4,213	3,092	3,114	5,000	5,500	5,000	0
100.52.25270.5910	GEN SEMINAR/EDUCATION EXP	5,699	15,388	16,099	13,947	17,500	20,000	20,000	2,500
100.52.25270.5911	PRE-EMPLOYMENT TESTING	5,798	3,983	18,369	3,028	3,630	0	0	0
100.52.25270.5912	EDUCATIONAL COMPENSATION	11,527	14,146	7,766	530	10,000	0	0	0
100.52.25270.5930	FIRE DEPT DONATION EXP	300	3,198	0	27,991	0	0	0	0
100.52.25270.8000	COMPUTER SYSTEM UPGRADES	1,640	1,515	1,151	0	2,000	0	0	0
100.52.25270.8100	STATION UPGRADES	1,421	1,130	4,365	4,989	2,500	2,900	2,500	0
100.52.25270.8500	BREATHING APPARATUS	4,355	3,203	4,500	-50	3,500	3,800	3,500	0
Total FIRE DEPARTMENT:		366,497	556,480	720,473	308,688	265,232	265,232	265,232	5,000
AMBULANCE									
100.52.25300.1530	GENERAL OVERTIME WAGES	180,172	407,775	342,177	114,666	148,148	0	0	0
100.52.25300.1532	OVERTIME EARNED IN PY - AMB	-5,762	-1,054	-1,450	-202	-3,000	0	0	0
100.52.25300.1560	F.L.S.A. PAY	9,552	9,388	8,766	6,400	13,040	0	0	0
100.52.25300.1610	OFF DUTY AMB. TRIPS	0	0	0	0	0	0	0	0
100.52.25300.1670	UNIFORM ALLOWANCE	12,685	8,716	16,294	11,878	12,600	0	0	0
100.52.25300.2212	TV SERVICES	1,701	1,454	1,624	560	1,500	0	0	0
100.52.25300.2800	IT/COMPUTER EQUIPMENT	7,342	5,078	9,364	63	2,000	0	0	0
100.52.25300.2902	CONTRACTED SERVICES - GEN	2,510	2,518	1,214	2,167	2,000	0	0	0
100.52.25300.2906	IT CONTRACTED SERVICES	0	173	0	0	0	0	0	0
100.52.25300.2907	SOFTWARE LICENSE FEES	9,701	17,864	17,320	8,491	12,000	0	0	0
100.52.25300.2913	CONTRACTED RADIO/COMM MAINT	77	500	3,348	130	500	0	0	0
100.52.25300.3001	GENERAL OFFICE SUPPLIES	1,095	1,367	1,486	1,143	1,500	0	0	0
100.52.25300.3025	GENERAL EQUIPMENT	9,130	10,565	9,160	28,280	5,163	0	0	0
100.52.25300.3202	MEMBERSHIP DUES	95	165	55	480	500	0	0	0
100.52.25300.3300	GENERAL TRAVEL EXPENSES	20	0	0	0	200	0	0	0
100.52.25300.3301	MILEAGE EXPENSES	84	0	119	195	1,000	0	0	0
100.52.25300.3550	GEN BUILDING MAINT & SUPPLIES	6,608	11,489	12,346	2,510	10,500	0	0	0
100.52.25300.5000	MISCELLANEOUS EXPENSES	0	0	0	90	0	0	0	0
100.52.25300.5021	WELLNESS EXPENSES	0	0	5,620	3,340	3,000	0	0	0
100.52.25300.5108	EMT MALPRACTICE INSUR	15,900	15,900	15,900	15,900	15,900	0	0	0
100.52.25300.5601	GEN HEALTH/SAFETY EXP	66	500	46	129	500	0	0	0
100.52.25300.5650	PUBLIC EDUCATION EXP	7,554	8,018	1,834	2,000	2,000	0	0	0
100.52.25300.5700	COVID-19 EXPENDITURES	1,882	0	0	0	0	0	0	0
100.52.25300.5910	GEN SEMINAR/EDUCATION EXP.	8,736	14,634	9,571	1,658	5,000	0	0	0
100.52.25300.5911	PRE-EMPLOYMENT TESTING	5,798	3,309	12,217	2,077	3,000	0	0	0
100.52.25300.5912	EDUCATIONAL COMPENSATION	6,125	0	0	0	4,000	0	0	0
100.52.25300.5913	REGULATED MANDATED EXPEND	0	0	888	0	1,000	0	0	0
100.52.25300.5980	CONTRACT'L RTN OF SURPLUS FDS	131,794	112,371	71,262	0	0	0	0	0
Total AMBULANCE:		412,865	630,729	539,163	201,954	242,051	0	0	0
GENERAL FUND Revenue Total:		2,641,097	2,741,404	2,725,639	1,589,470	2,750,340	0	0	0
GENERAL FUND Expenditure Total:		779,362	1,187,210	1,259,636	510,642	507,283	0	0	0
Net Total GENERAL FUND:		1,861,736	1,554,194	1,466,003	1,078,828	2,243,057	0	0	0
Net Grand Totals:		1,861,736	1,554,194	1,466,003	1,078,828	2,243,057	0	0	0

AMBULANCE		2023	2024
100.52.25300.1125	ASSISTANT FIRE CHIEF	104,021	113,880
100.52.25300.1127	BATTALION CHIEF WAGES	98,767	107,128
100.52.25300.1128	CAPTAIN'S SALARIES	0	0
100.52.25300.1205	LIEUTENANT WAGES	192,633	196,356
100.52.25300.1230	F.F./EMT WAGES	789,533	857,364
100.52.25300.1233	WORKERS COMP DEDUCTION	0	0
100.52.25300.1240	TRAINING OFFICER'S WAGES	40,290	44,231
100.52.25300.1500	LONGEVITY	3,868	3,276
100.52.25300.1530	GENERAL OVERTIME WAGES	148,148	161,058
100.52.25300.1532	OVERTIME EARNED IN PY - AMB	-3,000	-1,500
100.52.25300.1560	F.L.S.A. PAY	13,040	13,040
100.52.25300.1580	HOLIDAY PAY	59,740	41,508
100.52.25300.1610	OFF DUTY AMB. TRIPS	0	0
100.52.25300.1670	UNIFORM ALLOWANCE	12,600	15,624
100.52.25300.1900	EMPLOYER CONTRIB/WISC RET.	258,073	294,056
100.52.25300.1910	EMPLOYER CONTRIB/S.S. TAX	21,451	22,277
100.52.25300.1920	EMPLOYER CONTRIB/LIFE INSUR	874	782
100.52.25300.1930	WORKERS COMPENSATION PREM	53,687	56,263
100.52.25300.1940	I.C. INSURANCE PREMIUM	0	0
100.52.25300.1950	MEDICAL INSURANCE PREM	330,578	287,560
100.52.25300.1955	HSA CONTRIBUTIONS	12,840	12,120
100.52.25300.2200	GAS/ELECTRIC CHARGES	20,029	22,000
100.52.25300.2203	TELEPHONE UTILITY CHARGES	7,000	8,000
100.52.25300.2204	WATER/SEWER UTILITY CHARGES	2,705	2,500
100.52.25300.2212	TV SERVICES	1,500	1,700
100.52.25300.2800	IT/COMPUTER EQUIPMENT	2,000	4,000
100.52.25300.2902	CONTRACTED SERVICES - GEN	2,000	8,000
100.52.25300.2906	IT CONTRACTED SERVICES	0	0
100.52.25300.2907	SOFTWARE LICENSE FEES	12,000	16,000
100.52.25300.2913	CONTRACTED RADIO/COMM MAINT	500	535
100.52.25300.3001	GENERAL OFFICE SUPPLIES	1,500	2,500
100.52.25300.3025	GENERAL EQUIPMENT	5,163	10,000
100.52.25300.3202	MEMBERSHIP DUES	500	1,090

100.52.25300.3300	GENERAL TRAVEL EXPENSES	200	214
100.52.25300.3301	MILEAGE EXPENSES	1,000	1,070
100.52.25300.3550	GEN BUILDING MAINT & SUPPLIES	10,500	12,000
100.52.25300.5000	MISCELLANEOUS EXPENSES	0	0
100.52.25300.5021	WELLNESS EXPENSES	3,000	4,000
100.52.25300.5108	EMT MALPRACTICE INSUR	15,900	15,900
100.52.25300.5601	GEN HEALTH/SAFETY EXP	500	535
100.52.25300.5650	PUBLIC EDUCATION EXP	2,000	5,000
100.52.25300.5700	COVID-19 EXPENDITURES	0	0
100.52.25300.5910	GEN SEMINAR/EDUCATION EXP.	5,000	10,000
100.52.25300.5911	PRE-EMPLOYMENT TESTING	3,000	7,000
100.52.25300.5912	EDUCATIONAL COMPENSATION	4,000	4,280
100.52.25300.5913	REGULATED MANDATED EXPEND	1,000	1,070
100.52.25300.5980	CONTRACT'L RTN OF SURPLUS FDS	0	0
Total AMBULANCE:		2,238,140	2,362,417
Percentage Increase		0	5.55%

CITY OF STEVENS POINT

EMER MNGMNT WORKING BUDGET
Period: 06/23Page: 1
Sep 20, 2023 02:01PM

Account Number	Account Title	2020	2021	2022	2023	2024	Next Year
		Pri Year 3 Actual	Pri Year 2 Actual	Pri Year Actual	Cur YTD Actual	Cur Year Budget	Fut Year Budget
GENERAL FUND							
PUBLIC SAFETY							
EMERGENCY MANAGEMENT							
100.52.20090.3301	MILEAGE EXPENSES	0	0	0	0	200	250
100.52.20090.5000	MISCELLANEOUS EXPENSES	0	0	0	0	2,000	1,465
100.52.20090.5910	GEN SEMINAR/EDUCATION EXP.	0	0	0	0	800	1,375
Total EMERGENCY MANAGEMENT:		0	0	0	0	3,000	1,375
Net Grand Totals:		0	0	0	0	-3,000	0



Stevens Point Police Department

933 Michigan Avenue
Stevens Point, WI 54481
Phone: 715-346-1500 / Fax: 715-346-1684

*"Innovative Policing through
Partnerships with the Community"*



Robert J. Kussow, Chief of Police

November 7, 2023

Police and Fire Commission
City of Stevens Point

Re: October 2023 Chief of Police Report

Commissioners:

The Department would like to make you aware of the following updates:

Personnel: 45/49

Note of Interest:

- Ofc. Schultz continues his work for this year's Citizens Academy every Thursday.
- 10-5-23 Lt. Johnson completed a presentation on De-escalation and having a safe work environment for the WI Dept. of Children and Families. Approx. 150 attended.
- 10-6-23 Lead Ofc. Clark and Lt. Johnson attended Electric Vehicle training at the Stevens Point Fire Department.
- 10-9-23 Lt. Johnson partnered with UWSP, City of Stevens Point Inspections Dept. and the Landlord Assoc. for a presentation on Off Campus Housing.
- 10-10-23 / 10-12-23 Fall Inservice for entire Department. (CPR/Legal Update/High Risk Traffic Stops)
- 10-11-23 CSO Hensel and Lt. Johnson worked a booth at the UWSP Career Fair.
- 10-16-23 Camryn Brewbaker was hired as a new crossing guard for Michigan and Rice.
- 10-19-23 Ofc. Radsek and Lt. Johnson participated in a vehicle winterization event for individuals over 55yoa at Jiffy Lube in Plover, WI.
- 10-19-23 Lt. Johnson and CSO Hesel had a booth at Pacelli for their college and career fair.
- 10-20-23 Lt. Uitenbroek, Lt. Long, Sgt. Lawrynck, Sgt. Roser, Sgt. Klein graduated from Leadership in Police Organizations.
- 10-20-23 Ofc. Dienger and K9 Coye graduated from Vohne Liche Kennels.
- 10-20-23 Officer James Harper successfully completed conditional offer and will begin with SPPD Dec. 4th in Ofc. Raasoch's vacancy.
- 10-24-23/10-25-23 SWAT traveled to Vortex World Headquarters in Barneveld, WI to train in their state of the art facility.

- On Oct. 26th Lt. Johnson met with Sara Gant, Student Services for the Stevens Point School District, along with other members of the District at Madison Elementary, with the goal of creating some curriculum with the Elementary Schools in Stevens Point, to help build positive experiences with students and law enforcement.
- 10-27-23 Ofc. Radsek participated in “Trunk or Treat” at Sylvan Crossing assisted living.
- 10-28-23 Fall Drug Take Back to be collected and brought to Wausau for destruction.

Calls of Interest:

- 10-1-23 1000 Blk of Mian Street - Business reported breaking and entering. Suspect caught on video surveillance and turned himself in when photo released to media.
- 10-5-23 domestic disturbance inside a vehicle. Male suspect located in 5000 blk of Main St. and was arrested for battery, disorderly conduct, probation warrant and operating after revocation.
- 10-7-23 Vermont at Center – Male trying to remove stop sign. Contact made and the male had a stolen trash can and stolen construction sign. Male was extremely intoxicated and also pointed out two vehicles he had vandalized as well. Male was arrested and transported to the Portage County Jail.
- 10-7-23 2800 blk of Church St. – Male entered residence by breaking a window. Located by Officers and taken into custody, then transported to jail for burglary.
- 10-13-23 Flock hit on Chevy Trailblazer that had been involved in two prior fleeing cases. The operator has an active warrant and again took off on Officers as they tried making a traffic stop. Pursuit terminated due to location and civilians in the area. On 10-22-23 adult male was apprehended by Portage County Sheriff’s Dept. after another fleeing. Several felony charges and possession of a controlled substance. In jail.
- 10-14-23 200 blk of Division St. – Male drove his truck over cement wall trying to get to Isadore St. and got truck stuck. Male received several citations and arrested for OWI.
- 10-15-23 3200 blk of Lindbergh Ave. – Male was stealing from vehicles. When the suspect was confronted by one homeowner he turned, pulled a firearm and shot at home owner. Male taken into custody on several theft charges and felony first degree recklessly endangering safety.
- 10-17-23 1200 blk of Badger Ave. – Vehicle located with male that had 2 felony warrants out of Portage County. Taken into custody without incident.
- 10-25-23 1500 blk of Strongs Ave. Welfare check on a male who had been making concerning remarks about suicide by cop. Officers responded and the male began fighting Officers. Male was arrested for battery to law enforcement and transported to the jail where he fought with jail staff as well.

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

Number of Use of Force Incidents: 3 (45)

October Use of Force Summaries

- 10-4-23 – SPPD Officers were dealing with an individual who was under the influence of an unknown substance. While Officers were trying to handcuff the subject, the subject tried to run from the Officers. The Officers were able to tackle the subject to the ground and place handcuffs on the subject. The subject received a minor abrasion to their elbow during the tackle.
- 10-7-23 - SPPD Officers had gotten a report of a subject who had stolen some street signs and was attempting to steal another one. While trying to speak with the subject who appeared intoxicated, the subject gave a fake name and then refused to ID themselves. The Officers observed the subject had a wallet in his back pocket and they attempted to retrieve the wallet when the subject pulled away from the Officers. The Officers applied some pressure to the subject's wrist as the subject tried to pull away from the Officers. The Officers then put the subject on the ground and placed handcuffs on the subject. The subject was later taken to jail without incident or injury.
- 10-20-23 – SPPD Officers were searching the roof area of a local hospital for a suspect who was trespassing. While clearing areas of the building, one Officer had their handgun drawn, and encountered the suspect. Officers gave the suspect commands, and the suspect was taken into custody without incident.

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

- Total welfare checks for 2023 = 631
- 39 Welfare checks
- 5 Voluntary
- 0 Chapter 51's
- 1 alcohol commitment

Training:

- Lt. Long, Lt. Uitenbroek, Sgt. Klein, Sgt. Roser and Det. Sgt. Lawrynk graduated from Leadership in Police Organizations.
- Point/Plover SWAT team trained for 2 days at the Vortex World Headquarters in Barneveld, WI. (Indoor shoot house, several indoor ranges, classrooms)
- Ofc. Dienger and K9 Coye graduated from Vohne Liche Kennels.
- Ofc. Plummer attended Armorer school at Fox Valley Technical College.

Auxiliary Unit:

- 10-6-23 Pacelli Homecoming Parade
- 10-8-23 Wonderful Water Half Marathon
- 10-13-23 SPASH Football Game
- 10-19-23 SPPD Auxiliary meeting
- 10-31-23 Trick or Treat Patrol
- 10-31-23 UWSP Hockey Game

School Resource Officers:

SPASH

- 118 Calls for Service
 - 12- Vaping investigations (9 citations)
 - 3 – Accidents in parking lot
 - 3- Disorderly conducts with motor vehicles
 - 2 – Students sent to juvenile detention
 - 1 – Arrest for criminal damage to property and disorderly conduct
 - 1 – fight cleared with school consequences
 - 1 – Sexting investigation – 2 citations.
 - Several Securely alerts concerning internet searches.
 - 4 – Harassment complaint
 - Truancy continues to be a significant problem.

PJ Jacobs

- 239 Calls for service
 - 79 - resulted in school consequences
 - 2 - Citations for disorderly conduct.
 - 4 - Juvenile referrals.
 - 2 – Youth Enrichment Services referrals
 - Lockdown drills completed at Bannach and PJ's this month.

Ben Franklin

- 338 – Total behavior issues involving students
 - 160 – School Consequences for behavior, detentions or loss of privileges.
 - 9 – Securley reports of students conducting inappropriate google searches.
 - 4 – Reports of threats or harassment.
 - 3 – Vaping devices located, 2 with THC (2 citations)
 - 1 – Theft case (2 citations)
 - 2 – Physical fights resulting in school consequences and 1 citation.
 - 2 – Youth Enrichment Services referrals for alcohol/drugs related issues.
 - Multiple therapy dog visits w/ students experiencing mental health and anxiety issues.

K9

- 10-20-23 Ofc. Dienger and K9 Coye successfully graduated from Vohne Liche Kennels.
- K9 Willow has completed 5 of the 8 classes needed to become certified therapy dog.

Respectfully submitted,

Chief Robert Kussow
Stevens Point Police Department

STEVENS POINT

1701 FRANKLIN STREET
715-344-1833



FIRE DEPARTMENT

STEVENS POINT, WI 54481
FAX: 715-346-1599

JB D. MOODY

FIRE CHIEF

Police & Fire Commission

Fire Chief's Report – October 2023

48 Members Approved

46 positions Funded

43 Staffed

Significant Events

- Fire Prevention Month
- Completion of State Certified Aerial Course (FF's Gemza, Klementz, Wronski, Peppard, Petkoff, Moseley, Fourness, Hionis, and Pelot.
- Portage County EMS Awards Banquet
- Deputy Marshal Malin is working with City Department on FEMA Trainings ICS 100, 200, 700, and 800)
- Reach a Child Program implemented

Monthly Training:

- Trench Rescue Operations Level (Entire Dept.)
- Fire Prevention
- Carbon Monoxide
- Electric Vehicle Training
- Extrication and Patient Care Scenarios
- Hose Movement
- Ground Ladder Operations
- Truck 22 Operation
- Search and rescue techniques
- FEMA basic and Advanced PIO Course (Zvara, Ewing, Malin)

Public Activities:

- | | |
|--------------------------------------|------------|
| • St. Steves Public Safety Talk | 10/02/2023 |
| • Fire Alarm install 508 Indiana Ave | 10/03/2023 |
| • Citizens Academy Fire | 10/05/2023 |
| • SPPD CPR In-service | 10/10/2023 |
| • SPPD CPR In-Service | 10/12/2023 |
| • Jefferson School Touch A Truck | 10/13/2023 |
| • Citizen Academy Range Day | 10/14/2023 |

STEVENS POINT

1701 FRANKLIN STREET
715-344-1833



FIRE DEPARTMENT

STEVENS POINT, WI 54481
FAX: 715-346-1599

JB D. MOODY
FIRE CHIEF

- | | |
|-------------------------------------|------------|
| • Bannach School Touch a Truck | 10/16/2023 |
| • Fire Alarm install 1335 Clark St. | 10/17/2023 |
| • UWSP Fire Extinguisher Demo | 10/19/2023 |
| • Station Tour Adult Day Services | 10/20/2023 |
| • St Paul Safety Talk | 10/23/2023 |
| • Station Tour Cub Scouts | 10/24/2023 |
| • Station Tour St. Stans 4 K | 10/25/2023 |
| • Citizen Academy EMS | 10/26/2023 |
| • Fleet Farm Trick or Treat | 10/28/2023 |
| • SPASH Cross Country Team Escort | 10/28/2023 |

Reports Attached:

Incident Types Top 15

Incidents by Category Monthly and Yearly

Aid Given and Received Monthly

Aid Given and Received Yearly

Property Loss Incidents Monthly

Property Loss Incidents Yearly Top 20



October 2023 Monthly EMS Report

Medic 1			
	Month	YTD	2022 YTD
Responses	220	1923	1668
Transport/Treat ALS	149	1311	1094
Transports BLS	3	27	49
Cancel/Refuse/No Trans	68	580	517
Hosp to Hosp	1	11	15

Medic 2			
	Month	YTD	2022 YTD
Responses	109	271	1054
Transport/Treat ALS	83	748	659
Transports BLS	2	18	35
Cancel/Refuse/No Trans	24	305	361
Hosp to Hosp	0	4	0

Medic 3			
	Month	YTD	2022 YTD
Responses	15	200	271
Transport/Treat ALS	12	137	182
Transports BLS	0	10	9
Cancel/Refuse/No Trans	3	53	80
Hosp to Hosp	0	0	1

Medic 4			
	Month	YTD	2022 YTD
Responses	17	103	50
Transport/Treat ALS	15	57	27
Transports BLS	0	11	1
Cancel/Refuse/No Trans	2	35	15
Hosp to Hosp	0	0	0

Medic 5			
	Month	YTD	2022 YTD
Responses	2	20	35
Transport/Treat ALS	2	13	22
Transports BLS	0	0	1
Cancel/Refuse/No Trans	0	4	13
Hosp to Hosp	0	0	0

Fire Department Apparatus			
	Month	YTD	2022 YTD
Responses	0	0	3
Transport/Treat ALS	0	0	0
Transports BLS	0	0	0
Cancel/Refuse/No Trans	0	0	0
Hosp to Hosp	0	0	0

Totals			
	Month	YTD	2021 YTD
Responses	363	3130	3080
Transport/Treat ALS	261	2037	1984
Transports BLS	5	97	95
Cancel/Refuse/No Trans	97	978	966
Hosp to Hosp	1	18	19

Vehicle	Year	Make	Model	Current Vehicle Miles
51Med1-A918	2021	IH	CV	32125
51Med2-A187	2018	Ford	F-550	97739
51Med3-A184	2018	Ford	F-550	83885
51Med4-A211	2015	Ford	F-550	75305
51Med5-A554	2010	IH	4300	162598

Simultaneous Calls			
Units	Month	YTD	2022 YTD
2	68	673	550
3	19	109	50
4	4	17	4
5	1	4	3

Car 5 Response			
	Month	YTD	2022 YTD
Responses	21	190	202

RRU Response Location			
	Month	YTD	2022 YTD
V Plover	1	17	19
V Almond		0	0
V Amherst		1	4
V Amherst Jct		0	0
V Jct City	1	10	8
V Nelsonville		0	0
V Park Ridge		0	0
V Rosholt		9	11
V Whiting	5	32	23

T Alban		2	8
T Almond		1	4
T Amherst		0	1
T Belmont		0	0
T Buena Vista		1	0
T Carson	2	17	21
T Dewey		20	15
T Eau Pleine	4	10	7
T Grant		0	0
T Hull	3	34	29
T Lanark	1	2	0
T Linwood		5	8
T New Hope		0	0
T Pine Grove		0	1
T Plover		5	3
T Sharon	3	14	20
T Stockton		13	17
Other		0	0
St Point		3	1

STEVENS POINT

1701 FRANKLIN STREET
715-344-1833



FIRE DEPARTMENT

STEVENS POINT, WI 54481
FAX: 715-346-1599

Jb D Moody
FIRE CHIEF

**Stevens Point Fire and EMS Department
Activities Report
October 2023**

Training:

- Patient trapped in or under a vehicle needing treatment and extraction. Each crew trained in a real time scenario that focused on treating a Pt that is trapped and still needs treatment with an evolving scene. Teamwork with the extrication crew and communication was key to scenario success.

Emergency Services Citizens Academy:

- C Crew hosted EMS night at station 1 on 10/26/2023

Portage County EMS Banquet: The Town of Grant First Responders hosted the 2023 Portage County EMS banquet. Many SPFD member were recognized:

- **15 years of service:** MPO/Paramedic Peter Ostrowski
- **20 years of service:** Lieutenant/ Paramedic Travis Koch
- **Outstanding Service:** FF/Paramedic Jake Butler, FF/Field Training Paramedic Joey Gemza III, FF/Field Training Paramedic Jennifer Petkoff and FF/ Paramedic Austin Lewandowski
- **Medical Director Award:** FF/Paramedic Bryanna Windsor, FF/Paramedic Bryan Fisher, FF/Paramedic Luke Fourness, MPO/Paramedic Jeremiah Parker, FF/Field Training Paramedic Connor Pelot and Lieutenant/ Paramedic Ron Heibler. For their response and treatment of an two-victim stabbing incident involving 7 y/o & 32 y/o.

First Responder of the Year: State Representative Katrina Shankland awarded Lieutenant/ Paramedic Shane Westphal with the 71st Assembly Districts First Responder of the Year Award in the State Assembly in Madison on Tuesday, October 17th.

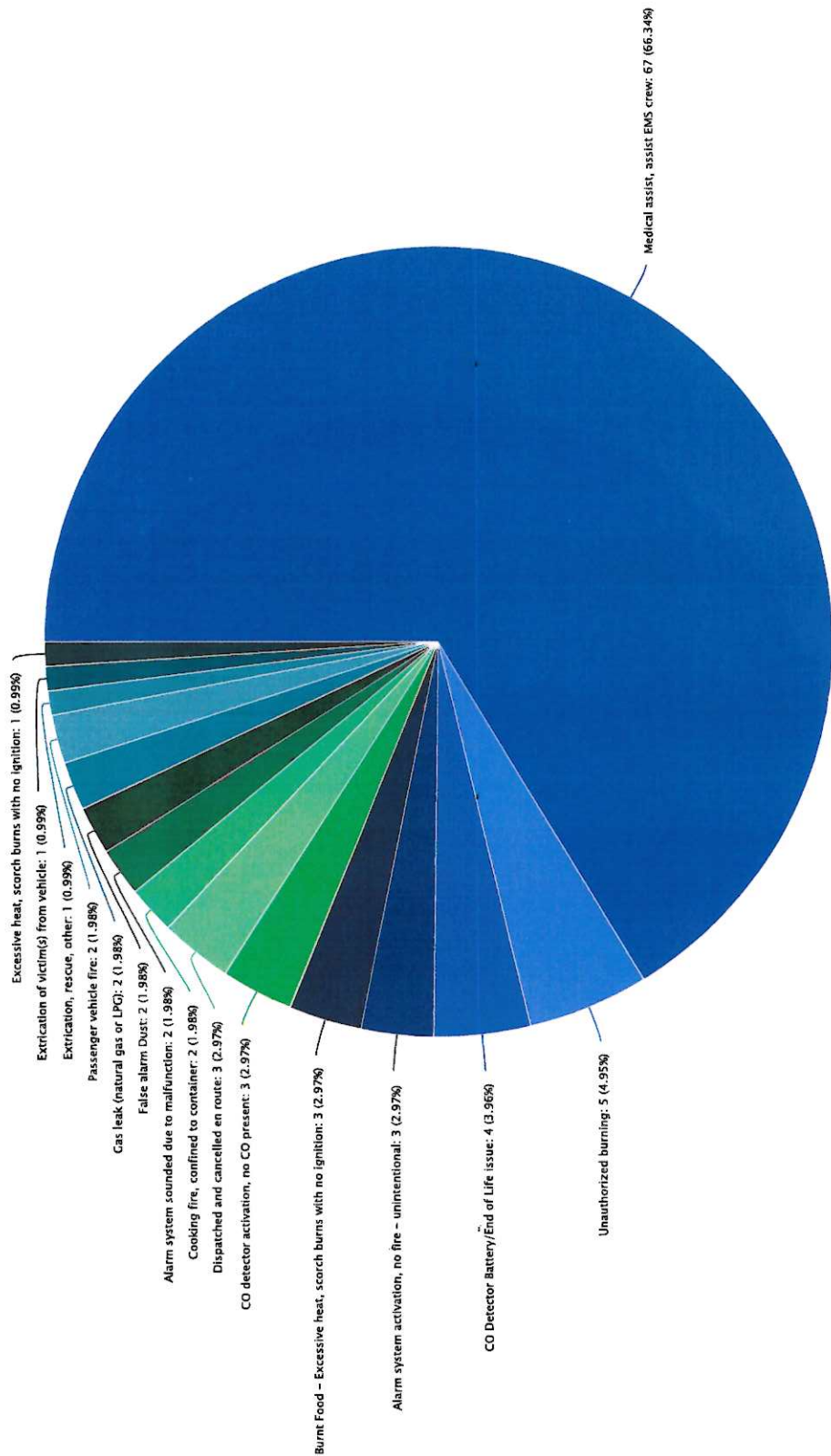
Respectfully submitted,

Joseph A. Gemza, Jr.

Joseph A. Gemza, Jr.
Assistant Chief of EMS

Incident Types (Top 15)

Oct 01, 2023 to Oct 31, 2023



Incidents by Category Monthly & Yearly

Jan 01, 2022 12:00 AM to Nov 01, 2023 11:17 AM



Incident Type Category	2023											2023		2022		YTD % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	3	2	2	9	5	7	5	6	4	5	0	48	5%	41	5%	17.07%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	5	2	4	2	10	1	1	3	2	4	0	34	3%	39	4%	-12.82%
3 - Rescue & Emergency Medical Service Incident	76	47	62	64	61	48	67	59	59	74	0	617	60%	492	56%	25.41%
4 - Hazardous Condition (No Fire)	3	5	5	9	10	8	6	5	6	5	0	62	6%	56	6%	10.71%
5 - Service Call	1	1	4	21	10	10	7	3	8	6	0	71	7%	49	6%	44.90%
6 - Good Intent Call	4	8	9	10	7	2	5	6	13	4	0	68	7%	73	8%	-6.85%
7 - False Alarm & False Call	8	5	12	13	11	9	17	16	14	16	0	121	12%	117	13%	3.42%
8 - Severe Weather & Natural Disaster	0	0	0	0	0	0	0	0	0	1	0	1	0%	0	0%	N/A
9 - Special Incident Type	0	0	0	0	0	0	0	0	0	0	0	0	0%	4	0%	-100%
Grand Total	100	70	98	128	114	85	108	98	106	115	0	1,022	100%	871	100%	17.34%



Aid Given and Received Monthly

Oct 01, 2023 to Oct 31, 2023

Fire Department	Automatic Aid Given	% of Total Automatic Aid Given	Automatic Aid Received	% of Total Automatic Aid Received	Mutual Aid Given	% of Total Mutual Aid Given	Mutual Aid Received	% of Total Mutual Aid Received
Hull Fire Department	0	0%	0	0%	0	0%	2	0%
Plover Fire Department	2	100%	2	0%	0	0%	2	0%
Stevens Point Fire Dept. & Ambulance	0	0%	0	0%	1	0%	0	0%
Stockton Fire Department	0	0%	0	0%	1	0%	0	0%
Overall	2	100%	4	100%	2	100%	4	100%

Aid Given and Received Yearly



Before Nov 30, 2023

Fire Department	Automatic Aid Given	% of Total Automatic Aid Given	Automatic Aid Received	% of Total Automatic Aid Received	Mutual Aid Given	% of Total Mutual Aid Given	Mutual Aid Received	% of Total Mutual Aid Received
Dewey Fire Department	0	0%	0	0%	0	0%	1	0%
FORT McCOY FIRE DEPARTMENT	0	0%	0	0%	1	0%	0	0%
Hull Fire Department	2	0%	13	0%	1	0%	7	0%
Plover Fire Department	8	0%	14	0%	5	0%	8	0%
Rosholt Fire Department	0	0%	0	0%	1	0%	0	0%
Rudolph Fire Department	0	0%	1	0%	2	0%	2	0%
Stevens Point Fire Dept. & Ambulance	0	0%	0	0%	1	0%	0	0%
Stockton Fire Department	0	0%	0	0%	3	0%	2	0%
Wittenberg Fire Department	0	0%	0	0%	1	0%	0	0%
Overall	10	100%	28	100%	15	100%	20	100%

11/1/23, 11:17 AM

Continuum

Property Loss Incidents (Top 20)



Oct 01, 2023 to Oct 31, 2023

Agency Name	Incident Date Time	Incident Number	Property Use	Street Number	Street Name	City	State	Postal Code	Property Pre-Incident Value	Property Loss
Stevens Point Fire Dept. & Ambulance	10/27/2023 9:45 AM	15612	Vehicle parking area	2601	INDIANA	STEVENS POINT	WI	54481	\$5,000	\$5,000
Stevens Point Fire Dept. & Ambulance	10/29/2023 6:08 PM	23SF01067	1 or 2 family dwelling	2525	BLAINE	STEVENS POINT	WI	54481	\$85,900	\$500

11/1/23, 11:17 AM

Continuum

Property Loss Incidents (Top 20) Yearly

Before Nov 30, 2023

III

Agency Name	Incident Date Time	Incident Number	Property Use	Street Number	Street Name	City	State	Postal Code	Property Pre-Incident Value	Property Loss
Stevens Point Fire Dept. & Ambulance	7/5/2023 2:28 AM	23SF00643	1 or 2 family dwelling	3301	OAK	STEVENS POINT	WI	54481	\$193,500	\$100,000
Stevens Point Fire Dept. & Ambulance	3/2/2023 8:53 AM	9669	Street or road in commercial area	(blank)	Coye	STEVENS POINT	WI	54481	\$80,000	\$80,000
Stevens Point Fire Dept. & Ambulance	6/20/2023 5:25 PM	12389	Multifamily dwelling	2524	FIFTH	STEVENS POINT	WI	54481	\$1,262,500	\$45,000
Stevens Point Fire Dept. & Ambulance	5/30/2023 2:30 PM	11852	Multifamily dwelling	725	PRENTICE	STEVENS POINT	WI	54481	\$750,000	\$15,000
Stevens Point Fire Dept. & Ambulance	2/19/2023 12:56 PM	(blank)	Outbuilding or shed	3241	COON	STEVENS POINT	WI	54481	\$10,000	\$10,000
Stevens Point Fire Dept. & Ambulance	9/26/2023 6:30 AM	14857	Restaurant or cafeteria	929	CLARK	STEVENS POINT	WI	54481	\$354,400	\$10,000
Stevens Point Fire Dept. & Ambulance	5/21/2023 2:06 AM	11605	Laundry, dry cleaning	2501	CHURCH	STEVENS POINT	WI	54481	\$755,500	\$5,000
Stevens Point Fire Dept. & Ambulance	6/23/2023 8:47 PM	12459	Multifamily dwelling	401	MICHIGAN	STEVENS POINT	WI	54481	\$400,000	\$5,000
Stevens Point Fire Dept. & Ambulance	10/27/2023 9:45 AM	15612	Vehicle parking area	2601	INDIANA	STEVENS POINT	WI	54481	\$5,000	\$5,000
Stevens Point Fire Dept. & Ambulance	6/17/2023 4:57 PM	12326	Highway or divided highway	(blank)	BADGER	STEVENS POINT	WI	54482	\$10,000	\$3,500
Stevens Point Fire Dept. & Ambulance	8/24/2023 6:42 PM	14023	Multifamily dwelling	741	JOHNS	STEVENS POINT	WI	54481	\$188,900	\$2,000
Stevens Point Fire Dept. & Ambulance	9/28/2023 6:31 PM	23SF00953	Highway or divided highway	-1	HWY 66 & I39	STEVENS POINT	WI	54481	\$1,700	\$1,700
Stevens Point Fire Dept. & Ambulance	6/25/2023 11:56 PM	23SF00619	1 or 2 family dwelling	816	PRENTICE	STEVENS POINT	WI	54481	\$80,700	\$1,000
Stevens Point Fire Dept. & Ambulance	4/24/2023 4:25 PM	10993	1 or 2 family dwelling	5426	WOODLAND	STEVENS POINT	WI	54482	\$147,500	\$500
Stevens Point Fire Dept. & Ambulance	8/4/2023 1:50 AM	13463	Vehicle parking area	2601	INDIANA	STEVENS POINT	WI	54481	\$3,500	\$500
Stevens Point Fire Dept. & Ambulance	8/30/2023 10:07 AM	14148	1 or 2 family dwelling	2308	JEFFERSON	STEVENS POINT	WI	54481	\$500	\$500
Stevens Point Fire Dept. & Ambulance	8/30/2023 1:28 PM	14151	Restaurant or cafeteria	317	DIVISION	STEVENS POINT	WI	54481	\$500	\$500
Stevens Point Fire Dept. & Ambulance	10/29/2023 6:08 PM	23SF01067	1 or 2 family dwelling	2525	BLAINE	STEVENS POINT	WI	54481	\$85,900	\$500
Stevens Point Fire Dept. & Ambulance	1/17/2023 3:40 PM	(blank)	1 or 2 family dwelling	1225	TORUN	STEVENS POINT	WI	54482	\$175,000	\$250
Stevens Point Fire Dept. & Ambulance	4/22/2023 2:57 PM	10949	1 or 2 family dwelling	1430	TORUN	STEVENS POINT	WI	54482	(blank)	\$100

REGULAR MEETING MINUTES
Board of Park Commissioners
November 1, 2023 - 6:30 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

[Zoom Teleconferencing](#)

Meeting ID: 867 7893 7846 | Passcode: 888330

By Computer: [Join](#)

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

I. Discussion and Possible Action on:

1. Roll Call.

Present: Alder Broderick, Freckmann, Disher, Glodosky, Alder Keymer, McDonald, Okonek, Przybylski, Sorenson,

Also Present: Jonathan Heft, Steven McKay

Excused: Alder Shorr, Carrie Winn

2. Approval of September 14, 2023 meeting minutes

Motion to approve by McDonald, second by Glodosky; passed 9-0.

3. Discussion on Seramur Park restroom shelter design.

No action.

4. Memorandum of Understanding for the construction of an open air shelter with a single flushable restroom, park lighting, sidewalk pathways and two on-street ADA parking stalls in Seramur Park.

Motion to approve the MOU as written and to allow minor edits to be made by city staff, if needed; made by Disher. Second by Przybylski, passed 9-0.

5. 2024 Fees and Charges for the Parks, Recreation and Forestry Department.

Motion to approve the 2024 Parks, Recreation and Forestry Department fee structure as presented with the changes as discussed at the meeting made by Okonek, second by Disher; passed 9-0.

Changes made at meeting:

1. Increase non-resident fee from \$25 to \$50.
2. Inclusion of Parker Building rental at \$175
3. Inclusion of after-hours call in fee of \$95
4. Making the 2025 rates be a 3% to the nearest \$5.00
5. No increase for 2024, 2025 or 2026 to the daily admission rates for pool or KB

Willett arena

6. Director's Report

- 1. Park Commissioner, John Okonek, 30 year anniversary recognition**
- 2. KB Willett and Goerke project updates**
 - a. Press box roof leak**
 - b. Recladding and existing vapor barrier on KB Willett's existing southern wall**
- 3. Pfiffner Pioneer Park and Cultural Commons area contamination update**
- 4. Recreation Division Update**

No action.

- 7. Adjourn into closed session pursuant to Wis. Stats. 19.85 (1) (e) – deliberating or negotiating the purchasing of public properties, the investing of public funds, or the conducting other specific public business, whenever competitive or bargaining reasons require a closed session on the following:**

- A. Consideration of a real estate donation for public park usage, where such a donation requires commitment by the City for the future use of the property**

Motion to adjourn into closed session by Broderick, second by Okonek. Roll call vote held, 9-0.

8. Adjournment.

Meeting adjourned at 7:50 pm.

REPORT OF SPECIAL CITY PLAN COMMISSION

November 6, 2023 – 6:00 PM
In-Person & Zoom Conference Call Meeting

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

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn, Neighborhood Planner Klesmith, Technician Mohr, Alderperson Shorr, Alderperson Keymer, Alderperson Broderick, Alderperson Shuda, Trevor Roark, Michael Leischner, Stephen Klein, Andrea Olson, 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 October 2, 2023 meeting of the City Plan Commission.
3. Public Hearing and action on a request from Hans Waldoch to amend the City of Stevens Point Comprehensive Plan Future Land Use Map for the purpose of amending the future land use designation for an unaddressed parcel near West Harding Avenue (Parcel ID 281240831100139) from 'Not Developable / Restrictive Ownership' to 'Residential.'
4. Public Hearing and action on a request from Hans Waldoch to rezone an unaddressed parcel near West Harding Avenue (Parcel ID 281240831100139) from "C" Conservancy to "R-2" Single-Family Residential.
5. Public Hearing and action on a request from Mike Sentkowski, representing the Schmeeckle Reserve Visitors Center, for a conditional use permit to install a ground-mounted solar array on an unaddressed parcel off of North Point Drive (Parcel ID 281240828210001), consistent with Ch. 23.02(1)(a)(5).
6. Public Hearing and action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.01(14)(g) pertaining to minimum floor area requirements to install a new mobile home in the city of Stevens Point.
7. A request from Jesse Yungner, representing the City of Stevens Point, for a sign variance to install a monument sign on the property located at 5200 Coye Drive (Parcel ID 281230802200044) and an unaddressed parcel off of Coye Drive (Parcel ID 281230802200021), consistent with Ch. 25.14.
8. A request from the City of Stevens Point to be granted a waypoint sign easement from Donaldson Company, Inc. on the property located at 5200 Coye Drive (Parcel ID 281230802200044).
9. A request from the City of Stevens Point to grant a gas service easement to the Wisconsin Public Service Corporation for the property located at 4401 State Highway 66 (Parcel ID 281240823230001).
10. A request from the City of Stevens Point to annex the property located at 5595 Regent Street (Parcel ID 020320111) and adjacent Brilowski Road and Regent Street Right-of-Way.
11. A request from the City of Stevens Point to sell the property located at 5595 Regent Street (Parcel ID 020320111).
12. Discussion only: Home occupation ordinance.
13. Director's Report.

Closing Section:

14. Adjourn.

Opening Section:

1. Roll call.

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

Discussion and possible action on the following:

2. Report of the October 2, 2023 meeting of the City Plan Commission.

Motion by Commissioner Cooper to approve the report of October 2, 2023 meeting of the City Plan Commission; seconded by Commissioner Arntsen.

Motion carried 7-0.

3. Public Hearing and action on a request from Hans Waldoch to amend the City of Stevens Point Comprehensive Plan Future Land Use Map for the purpose of amending the future land use designation for an unaddressed parcel near West Harding Avenue (Parcel ID 281240831100139) from 'Not Developable / Restrictive Ownership' to 'Residential.'

Associate Planner/Zoning Administrator Kuhn provided a summary of the request to amend the Comprehensive Plan Future Land Use Map for an unaddressed parcel from Conservancy to Residential for the purpose of installing an accessory structure. The subsequent agenda item would be for the rezoning request itself. After review, staff recommended approval for amending the future land use designation as presented.

Commissioners had the following comments:

- Inquiry as to whether the owner had the intent to combine both parcels once rezoned appropriately and whether that was assured, to which staff confirmed that would be the owner's intent, adding that the owner would not be allowed to build the accessory structure without combining the lots. Staff also added that there would be no pathway to build a new residence, even if rezoned, due to lack of access.

Mayor Wiza declared the public hearing open.

Alderperson Keymer (District Three) inquired on whether other residents would need to undergo the same process as Mr. Waldoch.

Mayor Wiza declared the public hearing closed.

Director Kernosky confirmed that the same process would be followed, especially for the areas which mirrored the split zoning of conservation on the north and residential to the south. There was a brief explanation on some options the City could pursue for the area to become more consistent, but ultimately staff preferred owners bring forward the rezoning requests.

Motion by Commissioner Schuler to approve the request from Hans Waldoch to amend the City of Stevens Point Comprehensive Plan Future Land Use Map for the purpose of amending the future land use designation for an unaddressed parcel near West Harding Avenue (Parcel ID 281240831100139) from 'Not Developable / Restrictive Ownership' to 'Residential'; seconded by Commissioner Arntsen.

Motion carried 7-0.

4. Public Hearing and action on a request from Hans Waldoch to rezone an unaddressed parcel near West Harding Avenue (Parcel ID 281240831100139) from "C" Conservancy to "R-2" Single-Family Residential.

Associate Planner/Zoning Administrator Kuhn reiterated that the rezoning request was related to the previous agenda item. The change, if approved, would bring the parcel from legal nonconforming to legal conforming. Staff recommend approval as presented.

Mayor Wiza declared the public hearing open.

Mayor Wiza outlined public hearing rules for new audience members.

Mayor Wiza declared the public hearing closed.

Motion by Commissioner Cooper to approve the request from Hans Waldoch to rezone an unaddressed parcel near West Harding Avenue (Parcel ID 281240831100139) from “C” Conservancy to “R-2” Single-Family Residential; seconded by Alderperson Kneebone.

Motion carried 7-0.

5. Public Hearing and action on a request from Mike Sentkowski, representing the Schmeckle Reserve Visitors Center, for a conditional use permit to install a ground-mounted solar array on an unaddressed parcel off of North Point Drive (Parcel ID 281240828210001), consistent with Ch. 23.02(1)(a)(5).

Associate Planner/Zoning Administrator Kuhn summarized the request for a conditional use permit to install a ground-mounted solar array on the unaddressed parcel.

Mayor Wiza declared the public hearing open.

Alderperson Morrow (District Eleven) stated their support for Phase 2 of Schmeckle Reserve’s solar array.

Mayor Wiza declared the public hearing closed.

Motion by Alderperson Kneebone to approve the request from Mike Sentkowski, representing the Schmeckle Reserve Visitors Center, for a conditional use permit to install a ground-mounted solar array on an unaddressed parcel off of North Point Drive (Parcel ID 281240828210001), consistent with Ch. 23.02(1)(a)(5) with the following:

1. A building permit shall be obtained prior to the start of development.
2. Minor modifications to the plan may be approved by City staff.

seconded Commissioner Beacom.

Motion carried 6-0, with Commissioner Rice recusing themselves.

6. Public Hearing and action on a request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.01(14)(g) pertaining to minimum floor area requirements to install a new mobile home in the city of Stevens Point.

Associate Planner/Zoning Administrator Kuhn summarized the request to amend Chapter 23, Zoning Ordinance, pertaining to the minimum floor area requirements to install new mobile homes within the City down from 720 sq.ft. to 400 sq.ft. Staff believed that reducing the minimum threshold could incite additional mobile home units to fill current vacant sites, in addition to having the foot size restriction be consistent with State Statutes.

Commissioners had the following comments:

- Inquiry as to whether there was any consideration in moving towards allowing smaller housing for non-mobile homes, to which Mayor Wiza stated that was a possibility as they were wanting to allow smaller homes. Tiny homes were still up for discussion, but there hadn’t been any requests to build them yet. They were addressing them as they came up, like the current mobile home limitations.
- Inquiry on whether there was any data on the potential impact the change could have within mobile home parks, such as further division of land. Staff explained that they were starting to see smaller homes, and ideally, the smaller units would lead to more density. In terms of creating new parks, there had not been a request to do so within the City for several decades. Were a developer to come forward wanting to build a tiny home community, staff would likely pursue a Planned Development District.

- Inquiry as to how mobile home park standards were established at the state level, to which staff stated they did not know, but could inquire.

Mayor Wiza declared the public hearing open.

Alderperson Morrow (District Eleven) stated their support for the amendment, noting it would add more housing diversity and affordability.

Mayor Wiza declared the public hearing closed.

Motion by Commissioner Cooper to approve the request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.01(14)(g) pertaining to minimum floor area requirements to install a new mobile home in the city of Stevens Point; seconded by Commissioner Rice.

Motion carried 7-0.

7. A request from Jesse Yungner, representing the City of Stevens Point, for a sign variance to install a monument sign on the property located at 5200 Coye Drive (Parcel ID 281230802200044) and an unaddressed parcel off of Coye Drive (Parcel ID 281230802200021), consistent with Ch. 25.14.

Associate Planner/Zoning Administrator Kuhn summarized the request for a sign variance to install a monument sign on the stated properties for the purpose of wayfinding within the Industrial Park. After review, staff recommended approval with conditions outlined in the staff report.

Commissioners had the following comments:

- Inquiry as to whether the proposed height of the sign was sufficient, to which staff explained that the only sign that surpassed the current standards was the existing/old Industrial Park sign. The installation of the new sign would replace the existing, but also surpass the 20-foot sign requirement for a total of almost 30 feet in height.
- Comment that the multi-identity sign, especially for the use, was worth supporting.

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

Motion by Commissioner Arntsen to approve the request from Jesse Yungner, representing the City of Stevens Point, for a sign variance to install a monument sign on the property located at 5200 Coye Drive (Parcel ID 281230802200044) and an unaddressed parcel off of Coye Drive (Parcel ID 281230802200021), consistent with Ch. 25.14. with the following:

1. A sign permit shall be obtained prior to sign installation.
2. Staff shall have the ability to approve minor amendments to the approved sign.

seconded by Commissioner Cooper.

Motion carried 7-0.

8. A request from the City of Stevens Point to be granted a waypoint sign easement from Donaldson Company, Inc. on the property located at 5200 Coye Drive (Parcel ID 281230802200044).

Neighborhood Planner Klesmith summarized the request for a 264 sq.ft. waypoint sign easement with Donaldson Company, highlighting Plan Commission's review requirements. The easement was required to be on file to petition and complete Wisconsin's Department of Transportation highway sign application. This would allow staff to proceed with the overarching wayfinding project. Staff recommended approval as presented.

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

Motion by Commissioner Schuler to approve the request from the City of Stevens Point to be granted a waypoint sign easement from Donaldson Company, Inc. on the property located at 5200 Coye Drive (Parcel ID 281230802200044); seconded by Commissioner Cooper.

Motion carried 7-0.

9. A request from the City of Stevens Point to grant a gas service easement to the Wisconsin Public Service Corporation for the property located at 4401 State Highway 66 (Parcel ID 281240823230001).

Director Kernosky summarized the request from Wisconsin Public Service for a 12-foot wide easement on the City's airport property for the purpose of installing a new gas service. The proposed easement would run from Highway 66 east along the northside of existing hangers.

Commissioners had the following comments:

- Inquiry as to whether there were any issues with the FAA, to which staff stated there were not.
- Inquiry as to who had prompted the request, to which staff indicated it had been a hanger owner.

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

Motion by Commissioner Arntsen to approve the request from the City of Stevens Point to grant a gas service easement to the Wisconsin Public Service Corporation for the property located at 4401 State Highway 66 (Parcel ID 281240823230001); seconded by Alderperson Kneebone.

Motion carried 7-0.

10. A request from the City of Stevens Point to annex the property located at 5595 Regent Street (Parcel ID 020320111) and adjacent Brilowski Road and Regent Street Right-of-Way.

Director Kernosky summarized the request to annex property located at 5595 Regent Street. Following earlier acquisition of the property and now City-ownership, the City was able to proceed with the simple annexation request. The request was part of a larger subdivision development and the annexation itself a critical component of utility extension and protection of municipal wellheads. The request was one of several that the Plan Commission would see in the future as it related to redevelopment in the area. Staff recommended approval as presented.

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

Motion by Alderperson Kneebone to approve the request from the City of Stevens Point to annex the property located at 5595 Regent Street (Parcel ID 020320111) and adjacent Brilowski Road and Regent Street Right-of-Way; seconded by Commissioner Rice.

Motion carried 7-0.

11. A request from the City of Stevens Point to sell the property located at 5595 Regent Street (Parcel ID 020320111).

Mayor Wiza reiterated that 5595 Regent Street had been purchased for the purpose of annexation. Post annexation, the City would not need the property and was asking permission to sell it for the purpose of placing it back on the tax roll.

Mayor Wiza asked for comments from the audience.

Alderperson Morrow (District Eleven) asked whether the property was hooked up to City water and sewer, to which Mayor Wiza indicated that it hadn't been, but there was a future plan in place to do so.

Motion by Commissioner Cooper to approve the request from the City of Stevens Point to sell the property located at 5595 Regent Street (Parcel ID 020320111); seconded by Commissioner Schuler.

Motion carried 7-0.

12. Discussion only: Home occupation ordinance.

Associate Planner/Zoning Administrator Kuhn summarized previous meeting concerns, questions, and changes made by staff to the Home Occupation Ordinance. Staff was looking for further feedback on recent changes made and opened the floor to further discussion.

Commissioners made the following comments:

- Subsection (C)(3) defined employees, but how did independent contractors fit into that definition. Staff noted that they could add further clarification. The intent was to not remove the residential nature of the property and have employees come to the residence every day as their primary job location.
- Noted that subsection (C)(5) was still subjective. There was a back-and-forth discussion on how each residence could be a case-by-case basis.
- Clarification requested on subsection (C)(7) and what exterior storage was defined as. Staff noted they could add further clarification.
- Clarification requested on subsection (C)(1)(f) on what welding or machining was defined as, and at what point did it fall under the purview of the ordinance, as hobbyists could already do welding in their own garages. Staff noted they could add further clarification.

Mayor Wiza asked for comments from the audience.

Aldersperson Shorr (District Two) explained that the intent to define employees was more to determine people who arrived at the residence as their primary work location.

Trevor Roark (601 Washington Ave) stated that while better than the first draft, there were still some concerns. Reiterated and mirrored concerns for subsection (C)(7) storage of exterior items. While supportive of subsection (C)(8), nuisances continued to exist for residential properties that appeared to do more neighborhood harm than home businesses. Mayor Wiza confirmed that a nuisance ordinance already existed, and the subsection only referenced it.

Stephen Klein (301 Union St) reiterated and mirrored concerns for subsection (C)(7) storage of exterior items. Additionally, regulation on vehicles used for business was concerning. As a building contractor himself, he had (3) vehicles. He suggested having a grandfathered clause be added for established business.

Director Kernosky commented that the grandfathered use ordinance was already established.

Aldersperson Broderick (District Four) noted that subsection (C)(7) appeared to be causing a lot of concerns, so properly clarifying, and defining it would go a long way. That being said, they hoped that the ordinance wouldn't be kicked down the road too much longer, especially since the draft also included an appeals and waiver process.

Mayor Wiza noted that it was almost impossible to reverse items in the Zoning Code, so they wanted to make sure they got the basics correctly prior to adoption. He asked that additional feedback be forwarded to staff.

No action was taken.

13. Director's Report.

Director Kernosky provided brief development updates and the following meeting dates:

January 2, 2024 – (Tues.) January Plan Commission

January 10, 2024 – (Wed.) Joint Meeting of multiple bodies to discuss the redevelopment of Shopko and in finalizing the Downtown Area Targeted Master Plan at the Mid-State Technical College.

Meetings would be posted appropriately, and agenda packets forthcoming.

Closing Section:

14. Adjourn.

Meeting adjourned at 7:03 PM.

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

**City of Stevens Point
Board of Water and Sewerage Commissioners
November 13, 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

Discussion and Possible Action on:

1. Roll Call.

PRESENT: Paul Adamski, Anna Haines and Ray Schmidt

EXCUSED ABSENCE: Carl Rasmussen and Mae Nachman

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

2. Approval of Minutes

Motion made by Anna Haines, seconded by Ray Schmidt to approve the October 9, 2023 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Ray Schmidt, seconded by Anna Haines to approve the department claims for the month of October as audited and read.

Ayes all. Nays none. Motion carried.

4. Water Supply and Distribution Reports - *Eric Southworth*

Eric stated the lead and copper sampling required by the D.N.R. has been completed. The services with lead goosenecks have all been removed and will not be in our lead and copper sampling in the future. Out of the 30 samples required every three years, we had one sample come back with a high copper result. When a sample comes back high, the DNR requires it to be resampled. When it was resampled, the result came back under the action level. We are required to provide the homeowner with educational materials explaining why they might have had a high copper result.

We are working on designing the reconstruction projects for next year on Bliss Avenue, Maria Drive and Walter Street.

5. Sewage Treatment Operations Report - *Chris Lefebvre*

Chris stated the results on the final effluent discharge data for October for phosphorus

are accurate. The final ppm was 0.274. That is our limited detection and the lowest we can test for in the lab. We are at or below that limit.

The dryer is operational again and back to processing Class A biosolids again.

Chris stated all permit requirements were met for the month of October.

6. Construction and Maintenance Report - *Shane Kohnen*

Shane stated the construction crews are finishing up projects while the weather is still good. They just finished a large swale project on Pine Bluff. We are done with the dead-end water flushing. They are working on black top patching today. The Collections crew are working with the sewage treatment plant employees on cleaning lift stations and also still working on cutting, jetting and flushing.

7. A resolution and agreement related to membership in the Northcentral Wisconsin Stormwater Coalition - *Joel Lemke*

We are currently a member of the Northcentral Wisconsin Stormwater Coalition. They request that this gets action from our Commission every four years. There's a definite benefit to being members of the coalition. We use materials that are put together by the coalition for our annual MS4 Permit Report.

Motion made by Ray Schmidt, seconded by Anna Haines to reapprove membership with Northcentral Wisconsin Stormwater Coalition.

Ayes all. Nays none. Motion carried.

8. Possible modification to the water service area ordinance language - *Joel Lemke*

Joel stated anything outside the City of Stevens Point that has access to our municipal drinking water is listed in the ordinance. The Village of Park Ridge is looking to install more infrastructure. They recently got under contract with the City for fire protection. They'd like to install additional water mains for the purpose of fire protection. From an infrastructure perspective, it does not make sense to install that infrastructure and not make it available to the residents that are adjacent to it.

So we'd like to modify the water service area ordinance to state that any property in Park Ridge has access to our utilities.

Joel did not want action on this at this time but wanted to know the Commission's feelings on this matter. Paul stated he is not opposed to exploring this but doesn't feel the Commission can make a proper decision without seeing the modified ordinance. Joel will bring back the ordinance with proposed changes to the Commission for their review.

9. Directors Report - *Joel Lemke*

Nothing to report.

10.

Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified public business, whenever

competitive or bargaining reasons require a closed session, relating to the following:

A. Discussion and possible action on acquisition of the property at 4213 Simonis Street (PID 281240834200101) and Parcel ID 281240834200104 for the purposes of construction of Well #12.

Motion made by Anna Haines, seconded by Ray Schmidt to adjourn into closed session at 12:33p.m.

Roll Call: Ayes: Ray Schmidt, Anna Haines, and Paul Adamski

Nays: None

11. Reconvene for possible action on the above-referenced closed session item.

Motion made by Ray Schmidt, seconded by Anna Haines to reconvene into open session at 12:44p.m.

Ayes all. Nays none. Motion carried.

Motion made by Anna Haines, seconded by Ray Schmidt to allow Director Lemke to pursue acquisition of the two properties discussed within the maximum dollar amount/limit as discussed in the closed session.

Ayes all. Nays none. Motion carried.

12. Adjournment.

Motion made by Anna Haines to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:48PM

REPORT TO THE NOVEMBER 9, 2023
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of October 1, 2023

\$ 6,403,667.23

Bank deposits recorded in October 2023

\$ 1,841,416.08

\$ 8,245,083.31

CHECKS ISSUED OCTOBER 2023:

58280	Van Horn Nissan of Stevens Point LLC	2023 Nissan Leaf VIN 1N4CZ1CV8PC555728	36,818.50
58281	Wisconsin Division of Energy EAP - UN	Refund Check 018587-001, 408 West St. No.	33.96
58282	American Welding & Gas Inc	Welding supplies	65.35
58283	Batteries Plus LLC	Replacement battery - Truck 12	176.35
58284	Employee Resource Center	EAP Fees	51.30
58286	Fastenal Company	Gloves	222.07
58287	Ferguson Waterworks #1476	Meter gaskets	276.98
58291	Public Serv Commission Of Wi	PSC Assessment	4,947.15
58292	U.S. Postal Service	Annual Rental - PO Box 243	354.00
58295	WI Rural Water Assoc	Membership Renewal	615.00
58296	WI State Laboratory of Hygiene	Fluoride samples	28.00
58297	Mae Nachman	Salary	57.37
58298	Community Foundation of Central WI	Employee Contribution	10.00
58299	United Way Of Portage County	United Way	36.00
58301	AnSer	After hours answering service	140.00
58302	Aramark	Rug Service	45.90
58304	City Of Stevens Point	Retirement, fuel & IT Charges	32,155.46
58307	INFOSEND INC	Invoices/notices - Printing & postage	3,113.12
58310	Northern Lake Services Inc	Lead & copper testing	58.00
58314	Springbrook Holding Company LLC	Civic Pay Transaction Fee - Customer Portal	1,369.00
58315	Stevens Point Auto Center LLC	Repairs - Truck 1	1,198.18
58316	Strand Associates Inc	Professional Services - Well 12	244.66
58317	Teamsters Union Local 662	Union Dues	1,571.00
58320	Worzellas Point Supply	Cleaning supplies	68.18
58321	Wheelers Chevrolet GMC of Wisconsin	2023 GMC Sierra VIN 1GTRUAEDXPZ275104	45,794.00
58322	American Welding & Gas Inc	Chopsaw blade & supplies	286.28
58323	CORE & MAIN LP	Inventory	202.17
58327	Anthony Sterling	CDL Renewal	74.00
58328	Lance Wright	CDL Renewal	75.48
58329	ESRI	Annual Software Maintenance, Annual Web Fee App	18,447.50
58330	Menke Motor Co Inc	Replace Truck-Wellfield Vin# 1GTRUA8K8PZ319471	40,139.50
58331	Premier Enterprises LLC	Refund Check 039637-000, 1825-27 Division St.	23.51
58332	Aramark	Rug service	45.90
58333	Clark Dietz	Professional Services - 2024 Street Improvement	11,821.33
58334	Dakota Electric Services Inc	Trouble shoot water tower air mixer	94.50
58336	Donna's Cleaning Service	Utility Garage Cleaning, Water Office	300.00
58337	Fastenal Company	Safety supplies	214.12
58341	Heartland Business Systems, LLC	IT Charges - Trouble shoot scanner	57.50
58344	Metron-Farnier LLC	10 -1" meters; 80 - 5/8" meters	35,343.06
58346	Mastercard	Office supplies and conference expenses	961.04
58350	USA Blue Book	Shop vac	256.02
58352	Community Foundation of Central WI	Employee Contribution	10.00
58353	United Way Of Portage County	United Way	36.00
58354	AWWA - Annual	Membership renewal	2,502.00
58355	Central States H & W Fund	Health Insurance Premiums	37,071.00
58356	City Of Stevens Point	Workers Comp Insurance Premiums	1,458.49
58357	Dakota Supply Group	Inventory	108.00
58358	Fastenal Company	Supplies	44.98
58360	Heartland Business Systems, LLC	Managed IT Services	209.68
58361	Idexx Laboratories Inc	Lab supplies	1,532.98
58362	John Fabick Tractor Co	1000 hr service check	2,260.94
58365	Petty Cash	Mileage, conference expenses and postage	326.43
58367	Nate Smolarek	Uniform reimbursement	190.47

58368	Strand Associates Inc	Professional Services 2022 & 2024 Street Improvements	31,283.33		
58369	Mastercard	Supplies, hand soap, employee lunch, locate flags, conference expenses, GIS Web Service , floor mats for vehicle, web service IT Pipes Software	2,385.57		
58372	City Of Stevens Point	Interest Due - Revenue Bond Debt Service	93,615.64		
58373	First Supply LLC -Plover	Inventory	1,299.30		
58374	Heartland Business Systems, LLC	Computer for new inspection tech position	2,698.32		
58376	Martelle Water Treatment	Aquadene-Chemicals	9,541.69		
58377	Sharon Olson	Refund Check 023364-000, 3516 Vine St.	50.70		
58379	USA Blue Book	Bushing, mat	148.73		
	Wisconsin DOJ	Background Check	14.00		
	Revenue Bond Debt	Interest Payment	64,007.54		
	WPS	Utility Charges	30,000.07		
	Payroll	Payroll	41,216.04		
	IRS PR Tax	Payroll Taxes - Federal	32,679.95		
	DOR PR Tax	Payroll Taxes - State	6,664.93		
	Verizon Cell & iPad Charges	Phone & iPad Charges	588.39		
	DOR Garnishment	Garnishment	9.32		
	HRA Admin Fees	Renewal & Admin Fees	30.00		
	TOTAL EXPENSES LISTED			\$ 599,775.93	\$ 599,775.93
	BALANCE ON HAND OCTOBER 31, 2023				
		Balance on Hand		\$ 7,645,307.38	
		Plus uncleared checks		\$ 112,285.51	
		Less checks previously written clearing this month		\$ (70,375.60)	
		Ending Cash Balance matching Bank Statements		\$ 7,687,217.29	
		Less Restricted Funds		\$ (1,134,062.11)	
		Cash on Hand		\$ 6,553,155.18	

REPORT TO THE NOVEMBER 13, 2023
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

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

\$	8,840,740.82
\$	821,764.45
\$	9,662,505.27

CHECKS ISSUED IN OCTOBER 2023:

58281	Wisconsin Division of Energy EAP - UN	Refund Check 018587-001, 408 West St. No.	76.21
58284	Employee Resource Center	EAP Fees	19.95
58285	Evoqua Water Technologies LLC	Digester/Boiler Parts-Shipping	1,303.15
58288	JX Enterprises, Inc.	Quad axle rental for sludge hauling	1,530.00
58289	NCL of Wisconsin Inc	Lab Supplies	579.59
58293	Water & Environmental Analysis Lab	Sampling	858.00
58294	WI Central	Sanitary pipeline - rent	300.00
58300	Airgas USA, LLC	Nitrogen	2,408.59
58302	Aramark	Rug Service	210.34
58303	CDW Government	Trouble shoot alarm	235.00
58304	City Of Stevens Point	Retirement, fuel & IT Charges	5,923.19
58305	Cooper Oil Company Inc	Lubricants	831.48
58306	Dakota Electric Services Inc	Trouble shoot breaker issue	241.70
58308	JX Enterprises, Inc.	Quad Axle Rental for Sludge Hauling	1,530.00
58309	NAPA	Oil	263.84
58311	PBBS Equipment Corp	Annual Boiler Check	1,317.50
58312	SJE	Trouble shoot programming issue	384.00
58313	Solenis LLC	Biosolids polymer	20,060.40
58318	ULINE	Screening Dumpster Bags	1,079.85
58319	USA Blue Book	Tubing	127.28
58325	JX Enterprises, Inc.	Quad Axle Rental for Sludge Hauling	1,530.00
58326	Menke Motor Co Inc	Replacement vehicle	55,949.50
58329	ESRI	Annual Software Maintenance	8,662.50
58331	Premier Enterprises LLC	Refund Check 039637-000, 1825-27 Division St.	30.74
58332	Aramark	Rug service	198.29
58333	Clark Dietz	Professional Services - 2024 Street Improvement	2,955.33
58335	Rebecca Danczyk	Uniform Reimbursement	63.30
58336	Donna's Cleaning Service	Utility Garage Cleaning	25.00
58337	Fastenal Company	Pump repair parts	28.21
58339	Harter's Fox Valley Disposal	Dumpster service	577.20
58340	Hawkins Inc	Chemical - Azone	728.99
58345	NCL of Wisconsin Inc	Lab supplies	751.69
58347	Roberts Irrigation Company Inc	Coupler	48.66
58348	SJE	Meter Calibration	516.36
58349	Star Business Machines	Qtrly Maintenance Agreement	188.17
58351	Waste Mangmt of WI-MN	Sludge hauling charges	12,777.58
58355	Central States H & W Fund	Health Insurance Premiums	8,679.84
58356	City Of Stevens Point	Workers Comp Insurance Premiums	805.30
58359	Hach Company	Lab supplies	640.47
58360	Heartland Business Systems, LLC	Managed IT Services	209.68
58363	JX Enterprises, Inc.	Quad axle rental for sludge hauling	1,530.00
58364	PBBS Equipment Corp	Annual boiler cleaning, burner check, install valve, replaced actuator	4,199.68
58365	Petty Cash	Mileage, conference expenses and postage	319.64
58366	Public Works Sales Holdings	Air release for belt press	1,950.00
58368	Strand Associates Inc	Professional Services 2022 & 2024 Street Improvements	7,820.83
58369	Mastercard	GIS Web Service, supplies, employee lunch, liner for sludge hauling, conference expenses	1,664.72
58370	Waste Mangmt of WI-MN	Sludge hauling	12,703.30
58371	Arctic Air Refrigeration	Repair chiller compressor	474.49
58372	City Of Stevens Point	Interest Due - Revenue Bond Debt Service	27,175.00
58375	JX Enterprises, Inc.	Quad axle rental for sludge hauling	1,530.00
58377	Sharon Olson	Refund Check 023364-000, 3516 Vine St.	55.88
	Revenue Bond Debt	Interest Payment	164,804.37
	Shared Operating Costs	Sewer Portion	382,129.68
	HRA	HRA Admin Fee	30.00
	Verizon Charges	Verizon Charges	269.28

WPS Utility Charges	Gas & Electric	20,490.46	
Sewer Payroll	Payroll	50,621.82	
Payroll Taxes	Payroll Taxes	3,369.18	
TOTAL OF EXPENSES LISTED		<u>\$ 815,785.21</u>	<u>\$ 815,785.21</u>
BALANCE ON HAND OCTOBER 31, 2023			<u>\$ 8,846,720.06</u>
	Balance on Hand		<u>\$ 8,846,720.06</u>
	Plus uncleared checks		<u>\$ 34,540.25</u>
	Less checks previously written clearing this month		<u>\$ (45,481.99)</u>
	Ending Cash Balance matching Bank Statements		<u><u>\$ 8,835,778.32</u></u>
		<u>Less Restricted Balance</u>	<u>\$ (5,569,255.51)</u>
		TOTAL	\$ 3,266,522.81

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

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

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of October1, 2023

\$	427,930.75
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Bank deposits recorded in October 2023

\$	23,824.83
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\$	451,755.58
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CHECKS ISSUED OCTOBER 2023:

58324	Fastenal Company	Locate paint	84.88
58329	ESRI	Annual Software Maintenance	2,887.50
58338	Graybar Electric Co	Inventory	4,347.44
58369	Mastercard	Locate flags	119.72
	Payroll	Oct-23	593.39

TOTAL OF EXPENSES LISTED

\$	8,032.93	\$	8,032.93
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BALANCE ON HAND OCTOBER 31, 2023

\$	443,722.65
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Balance on Hand

\$	443,722.65
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Plus checks written after the end of this month

Plus uncleared checks

\$	119.72
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Less checks previously written clearing this month

Ending Cash Balance matching Bank Statements

\$	443,842.37
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REPORT TO THE NOVEMBER 2023
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of October 1, 2023

Bank deposits recorded in October 2023

\$ 4,494,817.89
\$ 267,495.11
\$ 4,762,313.00

CHECKS ISSUED OCTOBER 2023:

58284	Employee Resource Center	EAP Fees	14.25		
58290	Professional Vegetation Management Services LLC	Vegetation Control Sandpiper Swales	595.05		
58304	City Of Stevens Point	Retirement, fuel & IT Charges	3,935.18		
58322	American Welding & Gas Inc	Chopsaw blade & supplies	286.27		
58329	ESRI	Annual Software Maintenance	8,662.50		
58331	Premier Enterprises LLC	Refund Check 039637-000, 1825-27 Division St.	13.40		
58333	Clark Dietz	Professional Services - 2024 Street Improvement	2,955.34		
58336	Donna's Cleaning Service	Utility Garage Cleaning	25.00		
58342	Johnson Nursery Inc	Trees	2,200.00		
58343	McKay Nursery Co	Trees	16,559.02		
58355	Central States H & W Fund	Health Insurance Premiums	8,453.96		
58356	City Of Stevens Point	Workers Comp Insurance Premiums	512.66		
58360	Heartland Business Systems, LLC	Managed IT Services	209.68		
58365	Petty Cash	Mileage, conference expenses and postage	338.00		
58368	Strand Associates Inc	Professional Services 2022 & 2024 Street Improvements	7,820.84		
58369	Mastercard	GIS Web Service, Conference Expenses	1,913.77		
58372	City Of Stevens Point	Interest Due - Revenue Bond Debt Service	74,118.75		
58377	Sharon Olson	Refund Check 023364-000, 3516 Vine St.	16.62		
58378	Portage County Property Management LLC	Refund Check 013699-000, 2106-08 Vermont Ave.	29.51		
	Truck Purchase	Truck 9	45,794.00		
	Shared Operating Costs	Stormwater portion	205,494.45		
	Verizon	iPad & cell phone charges	480.02		
	Payroll	Payroll	16,179.81		
	IRS	Payroll Taxes	1,888.50		
	WPS	Monthly Utility Charges	19.98		
	TOTAL OF EXPENSES LISTED		\$ 398,516.56	\$	398,516.56
	BALANCE ON HAND OCTOBER 31, 2023			\$	4,363,796.44
		Balance on Hand		\$	4,363,796.44
		Plus checks written after the end of this month			
		Plus uncleared checks		\$	76,117.05
		Less checks previously written clearing this month		\$	(7,300.75)
	Ending Cash Balance matching Bank Statements			\$	4,432,612.74

**City of Stevens Point
Airport Commission
November 13, 2023 - 12:48 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, Anna Haines and Ray Schmidt

EXCUSED ABSENCE: Carl Rasmussen and Mae Nachman

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

2. Approval of Minutes

Motion made by Anna Haines, seconded by Ray Schmidt to approve the October 9, 2023 meeting minutes of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Ray Schmidt, seconded by Anna Haines to approve the claims for the month of October as audited and read.

Ayes all. Nays none. Motion carried.

4. Written/Verbal Report - Jason Draheim

Jason stated that seasonal maintenance was completed and certifications obtained for our fuel systems.

5. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:50PM

REPORT TO THE NOVEMBER 13, 2023
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of October 1, 2023

\$	244,334.52
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Bank deposits recorded in October 2023

\$	31,982.60
\$	276,317.12

CHECKS ISSUED IN OCTOBER 2023

2770	Employee Resource Center	EAP Fees	5.70	
2771	City of Stevens Point	Insurance & retirement	5,695.19	
2772	Titan Aviation Fuels	Fuel purchase	34,769.99	
2773	Donna's Cleaning Service	Cleaning Service	175.00	
2774	Reinders Inc	Grass seed	283.25	
2775	Stevens Point Public Utilities	IT Charges	616.04	
2776	City of Stevens Point	Workers Comp Insurance Premium	297.34	
2777	Heartland Business Systems, LLC	Managed IT Services	82.06	
2778	Mastercard	Supplies & cable service	727.54	
2779	Stevens Point Public Utilities	Work completed for Airport	3,549.83	
2780	Titan Aviation Fuels	Fuel purchase	26,356.38	
EFT	Payroll	10/12/2023	3,960.09	
EFT	Payroll	10/26/2023	3,944.34	
	Delta Dental	Dental Insurance Premiums	71.38	
	Wisconsin Public Service	Utility Charges	2,179.88	
	WI Dept of Revenue	Fuel Tax	329.94	
	IRS	Payroll Taxes	2,571.16	
	WI Dept of Revenue	Payroll Taxes	430.46	
TOTAL EXPENSES LISTED			\$ 86,045.57	\$ 86,045.57
BALANCE ON HAND OCTOBER 31, 2023				\$ 190,271.55

Balance on Hand	\$ 190,271.55
Plus checks written after end of month	
Plus uncleared checks	\$ 30,808.75
Less checks previously written clearing this month	\$ (4,759.40)
Ending Cash Balance matching Bank Statements	\$ 216,320.90

**City of Stevens Point
Transportation Commission Meeting
November 13, 2023 - 4:45 PM**

2700 Week Street, Stevens Point, Wisconsin
Or
Zoom Teleconferencing

Minutes

1. Roll Call

Present: Karalyn Peterson, Heidi Oberstadt, Tom Bertram, Neil Prendergast, Nichole Lysne

Present via Zoom: Ald. Mary Kneebone, Ald. Allison Bir

Other Present: Talin Scheuermann, Kaitlyn Wall, Tom Carroll, Alder Dean Shuda

2. Approval of October 9, 2023 minutes.

Tom Bertram made a motion to approve the October 9, 2023 minutes. Ald. Mary Kneebone seconded. All in favor; none opposed; Motion carried.

3. Approval of the October 2023 Financial / Claims Reports.

Ald. Mary Kneebone made a motion to approve the October 2023 Financial / Claims Reports. Heidi Oberstadt seconded. All in favor; none opposed; Motion carried.

4. Approval of the 2024 Transportation Fare Structure.

Heidi Oberstadt moved to approve the 2024 Transportation Fare Structure. Tom Bertram seconded. All in favor; none opposed; Motion carried.

5. Approval to add Free Ride Friday on November 17, 2023.

Neil Prendergast moved to approve the addition of Free Ride Friday on November 17, 2023. Karalyn Peterson seconded. All in favor; none opposed; Motion carried.

5. Next meeting date - December 11, 2023 - 4:45 pm.

6. Adjournment. 4:57 pm

PERSONNEL COMMITTEE
November 13, 2023 - 6:05 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

**Meeting ID: 889 9714 4821 | Passcode: 043295 **

By

Computer: *<https://us02web.zoom.us/j/88997144821?pwd=bWxjelZyU0g1OTYzRk1zKzBjdGwrZ09>

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

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT Mayor Wiza, Ald. Shorr, Ald. Broderick, Ald. Lang, Ald. Plaisance,
Ald. Birrr

OTHERS Ald. Shuda, Ald. Christianson, Ald. Kneebone, Ald. Morrow, Ald.
PRESENT Keymer, Ald. Fishler, Chief Moody, Attorney Beveridge, Community
Media Manager John Quirk, C/T Ladick, Deput C/T Freeberg, Clerk
Yenter

2. Selection of Chairperson.

Ald. Plaisance nominated Ald. Shorr

Ald. Lang **moved**, Ald. Plaisance seconded, to cast unanimous ballot to name Ald.
Shorr as Chairperson for the Personnel Committee.

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

3. Selection of Vice-Chair, if needed.

Ald. Shorr nominated Ald. Birrr. Ald. Birrr nominated Ald. Lang. Ald. Lang withdrew from
nomination.

Ald. Shorr **moved**, Ald. Broderick seconded, to cast unanimous ballot to name Ald. Birrr
as Vice-Chairperson for the Personnel Committee.

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

4. Request to increase Production Specialist hours from 32-40 hours.

Ald. Birr **moved**, Ald. Lang seconded, to approve the request to increase Production Specialist hours from 32 to 40 hours .

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

5. Establish Municipal Court Judge compensation for April 2024 term.

Ald. Lang **moved**, Ald. Plaisance seconded, to approve the request to establish the Municipal Court Judge compensation for April 2024 term.

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

6. Adjournment.

Adjourned at 6:13 pm.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
November 13, 2023 - 6:00 PM**

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

**OR
Zoom Teleconferencing**

Discussion and Possible Action on:

1. Roll Call.

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

Others Present: Mayor Wiza, Clerk Yenter, C/T Ladick, Deputy C/T Freeberg, Ald. Christianson, Ald. Shorr, Ald. Shuda, Ald. Birr, Ald. Broderick, Ald. Morrow, H/R Manager Frasch.

2. License List:

- A. Change of Agent: Schierl Sales Corporation, 2201 Madison Street, Stevens Point, WI; Kimberly Perron, 1540 Torun Road, Stevens Point, agent at The Store #55, 1201 Badger Avenue, Stevens Point, replacing Nya Howland.**
- B. “Class A” Beer & Liquor License: Fateh Oil LLC at 2733 Stanley Street, Stevens Point for license period beginning November 21, 2023.**
- C. “Class B” Beer & Liquor License: Brokogi at 108 Division Street, Stevens Point for license period beginning November 21, 2023.**

Ald. Keymer moved, Ald. Kneebone seconded, to approve all three license requests.

No concerns from law enforcement.

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

3. Request to Hold Event/Street Closing:

- A. Holiday Christmas Parade on December 1, 2023.**

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

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

B. Stevens Point Anniversary Affair on December 5, 2023.

Item was pulled as permit was not necessary.

4. Adjournment.

Adjourned at 6:04 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

November 13, 2023 - 6:15 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 889 9714 4821 | Passcode: 043295

By Computer: [Zoom Link](#)

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

MINUTES

Non-Action Items:

1. Roll Call.

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

OTHERS PRESENT Mayor Wiza; C/T Ladick; City Attorney Beveridge; Clerk Yenter; Alderpersons Kneebone, Fishler, Keymer, Plaisance, Lang, Birr; Deputy C/T Freeberg; Director Kremer; Fire Chief Moody; Human Resource Manager Fransch, Community Media Manager Quirk

Discussion and Possible Action on:

2. Approval of amendment to Ordinance 14.14(1) and (2) of the Revised Municipal Code increasing dog license fees.

Ald. Morrow **moved**, Ald. Shuda seconded, to approve the amendment to Ordinance 14.14(1) and (2) of the Revised Municipal Code increasing dog license fees by \$2.00 and multiple dog license fees by \$5.00.

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

3. Approval of establishment of the Election Fund and transfer from the General Fund to the Election Fund.

Ald. Shorr **moved**, Ald. Morrow seconded, to approve the establishment of the Election Fund and transfer from the General Fund to the Election Fund.

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

4. Consideration of the 2024 Operating Budget.

Ald. Morrow **moved**, Ald. Broderick seconded, to approve the 2024 Operating Budget.

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

5. Approval of transfer from Tax Incremental Finance District #5 to Tax Incremental Finance District #10 for the purposes of financing the acquisition of 1200 Main St. (Former Shopko Building).

Ald. Shorr **moved**, Ald. Morrow seconded, to approve the transfer from Tax Incremental Finance District #5 to Tax Incremental Finance District #10 for the purposes of financing the acquisition of 1200 Main Street (Former Shopko building).

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

6. Approval to reallocate a portion of American Rescue Plan Act funds for land purchases related to future subdivision development.

Ald. Shuda **moved**, Ald. Morrow seconded, to approve reallocating a portion of American Rescue Plan Act funds for land purchases related to future subdivision development.

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

7. Preliminary approval of 2023 general obligation borrowing.

Ald. Shorr **moved**, Ald. Shuda seconded, to approve the preliminary 2023 general obligation borrowing in the amount of \$9,750,000.

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

8. Approval to sell the property located at 5595 Regent St.

Ald. Shorr **moved**, Ald. Morrow seconded, to approve selling the property located at 5595 Regent Street.

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

9. Approval of Claims Paid.

Ald. Morrow **moved**, Ald. Broderick seconded, to approve the claims paid in the amount of \$4,298,425.67.

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

10. Adjourn into closed session (approximately 6:45 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) on the following:

A. Approving and Authorizing the 2024 to 2027 Ambulance Service Provider Agreement Between Portage County and the City of Stevens Point

Ald. Shorr **moved**, Ald. Shuda seconded, to adjourn into closed session at 6:35 p.m.

Roll Call: Ayes: Ald. Christianson, Morrow, Shorr, Shuda, and Broderick Nays: None Motion carried.

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

Ald. Morrow **moved**, Ald. Shuda seconded, to Reconvene in Open Session at 6:46 p.m.

Roll Call: Ayes: Ald. Christianson, Morrow, Shorr, Shuda, and Broderick Nays: None Motion carried.

Ald. Morrow **moved**, Ald. Shuda seconded, to approve and authorize the 2024 to 2027 Ambulance Service Provider Agreement between Portage County and the City of Stevens Point.

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

Closing Section:

12. Adjournment

Adjournment at 6:47 p.m.

COMPTROLLER-TREASURER REPORT
for the period ending September 30, 2023

	Bal September 1, 2023	Receipts	Disbursements	Bal September 30, 2023
GENERAL OPERATING CASH	\$2,069,058.33	\$4,731,408.50	\$5,740,285.59	\$1,060,181.24
UTILITIES & TRANSPORTATION (Cash and Investments)	\$22,243,657.48	\$1,011,396.53	\$1,018,682.17	\$22,236,371.84
INVESTMENTS	Bal September 1, 2023	TRANSFER IN	TRANSFER OUT	Bal September 30, 2023
GENERAL	\$30,838,859.13	\$0.00	\$4,000,000.00	\$26,838,859.13
SPECIAL REVENUE	\$753,577.86	\$0.00	\$0.00	\$753,577.86
DEBT SERVICE	\$24,603.76	\$0.00	\$0.00	\$24,603.76
CAPITAL PROJECTS	\$6,705,499.55	\$0.00	\$0.00	\$6,705,499.55
INTERNAL SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
TRUST	\$4,018,991.87	<u>\$0.00</u>	<u>\$0.00</u>	\$4,018,991.87
TOTALS	<u>\$42,341,532.17</u>	<u>\$0.00</u>	<u>\$4,000,000.00</u>	<u>\$38,341,532.17</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,182,374	\$3,260,739	77.96%
POLICE	\$6,221,666	\$4,758,492	76.48%
FIRE	\$5,695,911	\$4,377,579	76.85%
PUBLIC WORKS	\$6,327,205	\$4,300,821	67.97%
PARK & REC	\$2,257,650	\$1,691,962	74.94%
CAPITAL PROJECTS	\$9,388,250	\$12,326,442	131.30%
DEBT SERVICE	\$8,927,825	\$7,769,819	87.03%
YTD TARGET	75.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$27,066,706	\$19,781,613	73.08%

Application Form

Name: Lawrence Leuten

Address: 826 San Marie Avenue, Stevens Point 54481

Phone: [REDACTED]

Email: [REDACTED]

Indicate which board(s), commission(s), and/or committee(s) you are interested in serving on.

Bicycle Pedestrian
Street Safety Commission

Please write a brief description of your background and why you are interested in serving (attach extra sheets if necessary):

I am applying because I
use my bicycle and walking
as an important means
of transportation in and
around Stevens Point. In the
past, I have ridden my bicycle
more than 300 days in a given
year and I'm very familiar
with the transportation issues
impacting motorists, cyclists
and pedestrians. I wish to serve

Please return the completed application and a copy of your resume to:

City of Stevens Point City Clerk's Office

1515 Strong's Avenue, Stevens Point WI, 54481

because I feel I
have something to offer
in examining how to make
Stevens Point a more user
friendly place for all modes
of travel.

City of Stevens Point
Attn: City Clerk's Office
1515 Strong's Ave.
Stevens Point, WI 54481

Stevens Point

Boards, Commissions, &
Committees Application



LAWRENCE LEVITON

Brief Resume

PERSONAL DATA

Address 826 Soo Marie Ave
Stevens Point, WI. 54481
Telephone [REDACTED]
e-mail [REDACTED]

EDUCATIONAL BACKGROUND

D.M.A. Doctor of Musical Arts: University of Wisconsin-Madison, 1998 (Major: Cello Performance; Minor: Film Studies)
M.M. Northwestern University, 1985, (Major: Cello Performance)
B.M. University of Minnesota, 1984, (Major: Cello Performance)
B.S. University of Illinois-Urbana/Champaign, 1976 (Major: Psychology; Minor: Art History)

RELEVANT TEACHING AND EMPLOYMENT

Fall 2022 Instructional Specialist-Aber Suzuki Center
Spring 2022 Focus Group Leader-Study of Faculty/Staff workplace conditions and burnout at UW-Stevens Point
1989-2019 Professor of Cello and Suzuki Specialist- University of Wisconsin-Stevens Point, Teaching Duties: Cello Teaching, Class Strings, Class Piano and Music Appreciation Courses including, Music in Film
Assignments have included: University Technology Committee, Colman Committee, (chair) Music Department Web Committee, (chair) Merit Committee, Scholarship Committee, Grants Committee, Campus Web Advisory Committee, Diversity Council Member
String Area Coordinator (1990-91)
Granted Professor Emeritus Status upon retirement

1984-1989 Cello Instructor-Several schools and private studio-Chicago Area

ORCHESTRAL ENGAGEMENTS/CHAMBER MUSIC/SOLO RECITALS

1989-2022 Performed as Co-Principal Cellist with the Central Wisconsin Symphony

1980-Present Have given over 200 performances with Orchestras, chamber ensembles and as a solo cello performer, Frequent appearances on Wisconsin Public Radio, Member of the Aspen Symphony, Chicago Chamber Orchestra(co-principal), Michelsen Chamber Ensemble, Central Wisconsin Symphony among many others

SERVICE:

- Committees
- University Web Scholars Committee
 - Development Committee
 - Web Committee-Chair Performing Arts Series-Chair
 - Liaison between Music Department and Copernicus Cultural Foundation-create yearly reports about Copernicus instruments and attend annual meetings
 - Helped in planning of Holocaust Memorial Concert-April 2004
 - University Diversity Council

INSTITUTES AND CLINICS

1989-present Clinician and teacher at yearly music workshops throughout the country

AFFILIATIONS AND HONORARY SOCIETIES

Current Board Service:

Board Member-The Copernicus Cultural Foundation of Stevens Point-Secretary

Board Member-Mt. Sinai Synagogue of Wausau

Past President-Wisconsin Cello Society, American String Teachers Association, (UWSP Chapter Sponsor and Founding Member), Suzuki Association of the Americas, Pi Kappa Lambda, National Music Honorary Society (Member of University of Minnesota, Northwestern University and UWSP Chapters)



TO: City Council

FROM: Ryan Kernosky, Director of Community Development

DATE: November 20, 2023

RE: **Amendments to Downtown Business Improvement District 2024 Operating Plan**

Council Members:

Please accept the following amendments to the Downtown Business Improvement District 2024 Operating Plan. These changes are minor, and were caused by inadvertently leaving out one property that should have been included in the BID operating plan.

M

- 1) Page 33 of the plan addition of the following data:

281-24-0832200424	1011 Second St	\$ 939,200.00	\$ 563.52
GND PROPERTIES QOZB LLC 343 COUNTY ROAD E SOUTH STEVENS POINT WI 54481	LOT 1 CSM#011596 DOC-883286 BNG PRT BLK 16 STRONGS, ELLIS & OTH IN GL1 & NENW S32 T24 R8 .537A 888658 Section: 32		
	Acres: 0.537		

- 2) Page 33 of the plan, amend the following data:

Total properties listed: 132		\$ 88,623,800.00	\$ 53,174.28
Total properties listed: 133		\$ 89,563,000.00	\$ 53,737.80

- 3) Page 6 of the plan, amend the following under *Proposed Expenditures and Method of Assessment*:

The 2024 proposed annual budget is ~~\$118,174.28~~ \$118,737.80. Of which, ~~\$53,174.28~~ \$53,737.80 will be the amount received from the BID assessments from properties within the BID. \$35,000 is additional income provided from the City of Stevens Point annually through 2027. Consistent with BID state law, a segregated account has been established with the City of Stevens Point Treasurers office for exclusive use within the BID. A full 2024 budget outlining expenditures and revenue can be found in Appendix F.

- 4) Page 6 of the plan, amend the following under *Method of Assessment*:

The 2023 assessed valuation of all property subject to assessment within the original District boundaries was approximately ~~\$88,623,800.00~~ \$89,563,000.00. The annual assessment for BID operating expenses will be levied against each property within the District in direct proportion to the commercial assessed value of each property for real property tax purposes on record with the BID as of the date the Common Council held the public hearing regarding its 2024 Operating Plan (November 20, 2023). No owner of property within the BID shall be eligible to receive or be subject to any reductions or increases in its assessment as a result of a decrease or increase in the assessed value for their property occurring after such date. In addition, the amount of an assessment against a particular property may change from year to year if that property's assessed value changes relative to other properties within the District.

- 5) Page 7 of the plan, amend the following under *2024 Budget Income*:

2024 Budget Income (based upon a mill rate of \$0.60 per \$1,000 of assessed value)
~~\$53,174.28~~ \$53,737.80.

- 6) Appendix F: 2024 Business Improvement District Budget is amended to read the following (on adjacent page):

2024 Business Improvement District Budget				
Revenue		2023	2024	Change
BID Assessments		\$ -	\$ 53,737.80	\$ 53,737.80
CoSP Subsidy		\$ 70,000.00	\$ 35,000.00	\$ (35,000.00)
Carry Over from Prior Year			\$ 30,000.00	\$ 30,000.00
Interest Income		\$ -	\$ -	\$ -
Total Revenue		\$ 70,000.00	\$ 118,737.80	\$ 48,737.80
Expenses				
Downtown Manager Salary		\$ -	\$ 50,000.00	\$ 50,000.00
Employee Health		\$ -	\$ 25,061.00	\$ 25,061.00
Employee Life Insurance		\$ -	\$ 48.00	\$ 48.00
Wis Retirement		\$ -	\$ 3,450.00	\$ 3,450.00
Workers Comp		\$ -	\$ 50.00	\$ 50.00
Social Security		\$ -	\$ 3,825.00	\$ 3,825.00
Office Lease		\$ -	\$ -	\$ -
Software Programs		\$ -	\$ 810.00	\$ 810.00
Computer		\$ -	\$ 2,700.00	\$ 2,700.00
Cellphone Costs		\$ -	\$ 540.00	\$ 540.00
Internet & Utilities		\$ -	\$ -	\$ -
Office Supplies		\$ -	\$ 680.00	\$ 680.00
Conference Costs		\$ -	\$ 1,200.00	\$ 1,200.00
Membership Dues		\$ -	\$ 500.00	\$ 500.00
Misc. Expenses		\$ -	\$ 500.00	\$ 500.00
Public Space Enhancement		\$ -	\$ 10,000.00	\$ 10,000.00
Marketing		\$ -	\$ 2,500.00	\$ 2,500.00
Vacant Business Grant		\$ -	\$ 6,000.00	\$ 6,000.00
Event Sponsorships		\$ -	\$ -	\$ -
Transfer to BID Savings		\$ -	\$ 10,873.80	
		\$ -	\$ 107,864.00	\$ 107,864.00
Total Expenses			\$ 118,737.80	

Thank you, please let me know if you have any questions.

Business Improvement District

Downtown Stevens Point

2024 Operating Plan

2nd Year of Operation

DRAFT

October 26, 2023

APPROVED BY THE BID BOARD OF DIRECTORS ON: October 17, 2023

**ADOPTED BY THE COMMON COUNCIL OF THE CITY OF STEVENS POINT ON:
November 20, 2023**

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Introduction

Under Wisconsin Statutes section 66.1109, cities are authorized to create Business Improvement Districts ("BIDs") upon the petition of at least one property owner within the proposed district. The purpose of the BID statute is ". . . to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities."

In October 2022, a petition to create a BID in downtown Stevens Point was received from downtown property owners representing the Stevens Point Alliance. In December 2022 the City of Stevens Point Common Council approved a Resolution establishing a downtown BID and adopting the initial operating plan for the BID. In January 2023, the Common Council approved the appointments of members to the BID consistent with Article II, Section I of the BID Bylaws (Appendix B).

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

Consistent with BID Statute, this 2024 Operating Plan for the district has been prepared to establish the services proposed to be offered by the District, proposed expenditures by the District, and the special assessment method applicable to properties within the District for the 2024 Operating Plan. This plan has been developed by the BID Board of Directors with technical assistance from the Department of Community Development.

District Boundaries

The 2024 BID boundaries are consistent with the original BID boundaries adopted in 2022. Flanked by the Wisconsin River on the western border, the BID boundaries include Portage Street as the northern border, Centerpoint Drive to Rogers Street to the east, and along Ellis Street and Arlington Place along the southern border of the district. A full map is outlined in Appendix C. A list of properties included in the BID is included in Appendix D and Appendix E.

2023 Operating Plan Goals Review

1. Recertify the City's Downtown as a Wisconsin Economic Development Corporation "[Main Street Community](#)" community ([2005 Comprehensive Plan](#), pg. 145).
 - a. The BID was recertified as a Main Street Community in July 2023 with major assistance from the BID Board of Directors, Community Development Staff, and a commitment of funds from the City of Stevens Point Common Council.
2. Encourage, revise, and promote the City's façade improvement grant program ([2005 Comprehensive Plan](#), pg. 122).
 - a. The City of Stevens Point's Community Development Department manages the Façade Improvement Program. One downtown storefront utilized the program in

2023, 1040 Main Street. Several other storefronts intend to use the program in 2024.

3. Assist, with help from community partners, continued maintenance and implementation of a wall mural program in the Downtown ([2005 Comprehensive Plan](#), pg. 122).
 - a. A contemporary mural program is lead by CREATE Portage County, and a historic mural program is maintained by the City. Assistance may be provided by the Business Improvement District to ensure mural installations maintain the health of the historic buildings in Downtown Stevens Point while supporting the goals of both programs. The Business Improvement District may also inform priority locations for murals to fulfill Goal #4.
4. Enhance the District by placemaking and embracing the City's heritage through historic markers and monuments ([2005 Comprehensive Plan](#), pg. 121).
 - a. Currently under consideration by the City's Historic Preservation Commission, the historical markers and monument program is likely to be implemented in 2024/2025 as the City and downtown property owners invest in the historical markers and their story of each historical property in Downtown Stevens Point.
5. Promote, with assistance from the City, unique business development, expansion, and relocation to the District through managed events and marketing ([2005 Comprehensive Plan](#), pg. 145).
 - a. Events occurring in Downtown Stevens Point seldom target industries and eliminating property vacancies. New programs to fill vacancies and promote industry expansion will need to be piloted.
6. Continue to encourage Downtown Revitalization through partnerships and cooperation ([2005 Comprehensive Plan](#), pg. 164).
 - a. Several organizations serve Downtown Stevens Point, and many other organizations in Central Wisconsin have tools and expertise that can support the work of these organizations. Partnerships with organizations such as the Community Foundation of Central Wisconsin, the Stevens Point Area Convention and Visitor's Bureau, and others should be built to expand visitor capture and grow the financial capacity of the organizations.
7. Promote, manage, and elevate Stevens Point Cultural Events that occur downtown ([2005 Comprehensive Plan](#), Appendix F of said document).
 - a. Cultural events serve multiple purposes for Downtown Stevens Point. Goals of events should be clearly defined so partner organizations can allocate appropriate resources (marketing, volunteer recruitment, etc) to benefit – and expand – the variety of events that take place in Downtown Stevens Point.

8. Execute projects and programs in accordance with approved updates to the City of Stevens Point Comprehensive Plan.
9. Execute specific improvements in the BID as identified in downtown targeted area master plans as such plans become approved.
 - a. The City of Stevens Point Community Development Department has recently requested a completion of the 2018 Targeted Area Master Plan for Downtown Stevens Point. Downtown members will be notified as the plan moves toward completion.

Proposed Operating Plan

Goal: Hire & Onboard Main Street Manager

Hiring and onboarding a dedicated staff member to ensure the success of the BID will be critical for 2024. This position, in cooperation with the Stevens Point Area Convention and Visitors Bureau, will provide critical guidance, leadership, and planning for a successful BID.

Goal: Continued Support of Downtown with Memorandum of Understanding

It is the goal of multiple organizations to support the vitality of Downtown Stevens Point, including, but not limited to, the Stevens Point Alliance and Downtown Business Improvement District. Efficiency of work completed in Downtown Stevens Point can be enhanced by focusing organizations on complementary programs and services.

Goal: Establish Public Space Enhancement Program

Enhancement of public spaces in Downtown Stevens Point are a critical component of ensuring future success of the BID. When visitors and residents find comfortable public spaces to spend their time at in downtown, the more likely they are to visit retail, restaurants, and other spaces. This program could include additional murals, lighting, streetscape design, and other placemaking activities consistent with place-based economic development practices.

Goal: Establish Vacant Storefront Reinvestment Program

Vibrant, full storefronts in Downtown Stevens Point make our downtown an active, thriving place that visitors, residents, and business want to invest in. Vacancy in our storefronts can communicate to the public that our downtown is vulnerable to economic downturn, unsafe conditions, or lack of care. To ensure that there are capital opportunities to reinvest in existing but vacant store fronts, the BID had identified a modest grant program to make these investments. A goal of the BID is to establish the Vacant Storefront Reinvestment Program for 2024. Such specific details and program guidelines will need to be addressed through City staff and the BID Board in 2024.

Goal: Maintain Main Street Community Designation

After a 10-year hiatus from being a Main Street Community and being reaccepted into the program in 2023, maintaining the designation will be a critical component of ensuring local, state, and federal support to Downtown Stevens Point.

Goal: Update BID Bylaws to add a Vice-Chair position

Current BID Bylaws do not have a vice-chair position. The intention of the vice-chair position is to stand-in for the BID Chair when they are unable to do so. This could include presiding over BID Board of Director meetings, signing documentation, working with City staff, and providing general leadership to the BID Board of Directors.

Goal: Hold Annual Town Hall in 2024

Annually, it's important to invite all property owners within the BID to a town hall to provide an informal place to ask questions, and understand how the BID is working to better Downtown Stevens Point. This takes the formality, typically imposing to the public found with government meetings out of the question. Annual meetings should be held in the fall

Proposed Expenditures and Method of Assessment

The 2024 proposed annual budget is \$118,174.28. Of which, \$53,174.28 will be the amount received from the BID assessments from properties within the BID. \$35,000 is additional income provided from the City of Stevens Point annually through 2027. Consistent with BID state law, a segregated account has been established with the City of Stevens Point Treasurers office for exclusive use within the BID. A full 2024 budget outlining expenditures and revenue can be found in Appendix F.

The Board shall approve an annual operating budget for the District each year. Prior to approving any annual operating budget, the District will mail a public hearing notice and make available a copy of the proposed annual operating plan and budget to all owners of real property within the District. In addition, a Class 2 notice of the public hearing will be published in a local newspaper of general circulation. The BID Board will review the Operating Plan and Special Assessment Levy and make a recommendation to the Common Council of the City of Stevens Point, who will hold a public hearing and approve the annual operating plan and budget for the BID for that year. Such public hearing notice was published on October 27th, 2023, and November 3rd, 2023 in the *Portage County Gazette*. Said public hearing and subsequent approval the budget and operating plan took place at a Special Meeting of the Common Council on November 20th, 2023.

Method of Assessment

The 2023 assessed valuation of all property subject to assessment within the original District boundaries was approximately \$88,623,800.00. The annual assessment for BID operating expenses will be levied against each property within the District in direct proportion to the commercial assessed value of each property for real property tax purposes on record with the BID as of the date the Common Council held the public hearing regarding its 2024 Operating Plan (November 20, 2023). No owner of property within the BID shall be eligible to receive or be subject to any reductions or increases in its assessment as a result of a decrease or increase in the assessed value for their property occurring after such date. In addition, the amount of an assessment against a particular property may change from year to year if that property's assessed value changes relative to other properties within the District.

Appendix D identifies each property included in the District and shows the proposed BID assessment for each property for the 2024 Operating Plan. Such proposed assessments are based on the assessed value and classification for the 2023 assessment roll.

2024 Budget Income **(based upon a mill rate of \$0.60 per \$1,000 of assessed value)**
\$53,174.28.

Excluded and Exempt Properties

The BID statute requires explicit consideration of certain classes of property. In compliance with the law, the following statements are provided.

1. **Wisconsin Statutes section 66.1109(5)(a): Property used exclusively for residential purposes will not be assessed.** Mixed use properties containing some residential use will be assessed by the BID consistent with applicable law.
2. Consistent with Wisconsin Statutes section 66.1109(5)(a), property within the BID boundaries but exempt from general real estate taxes under Wisconsin Statutes section 70.11 may not be special assessed by the BID. In addition, consistent with Wisconsin Statutes section 66.1109(1)(b), those tax exempt properties within the original or amended boundaries of the District which later become taxable shall automatically become included within the District and subject to assessment under any current operating plan without necessity to undertake any other act.

Promotion of Orderly Development of the City

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

City Role in District Operation

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

1. Encourage County, State and Federal Governments to support activities of the District, including application for grants and other non-BID revenue monies for projects, infrastructure, and economic investments.
2. Collect assessments and maintain a segregated account.

3. Provide disbursement of BID funds to service providers in accordance with the Operating Plan and budget.
4. Obtain and review annual audits as required per WI Stats. §66.1109(3)(c)
5. Provide a separate monthly financial statement to the BID Board.
6. Review annual audits as required by WI Stats. §66.1109(3)(e) of the BID Law.
7. Provide to the BID Board no later than September 1st each plan year, the official City records on assessed value for each tax parcel within the District as of that date in each Operating Plan year, for the purpose of calculating the BID assessment.
8. Adopt this Operating Plan in the manner required by the BID Law.
9. Appoint and confirm new BID Board members as required by BID Law.

Operating Plan Approval Process

The BID statute establishes a specific process for reviewing and approving operating plans. Pursuant to the statutory requirements, the following process will be followed:

1. The BID shall submit its proposed Operating Plan to the Department of Community Development.
2. The BID shall hold a public hearing on the Operating Plan and Assessment consistent with State Statute.
3. After the BID public hearing and recommendation, the City Finance Committee will review the proposed Operating Plan at a public meeting and will make a recommendation to the full Common Council.
4. The Common Council will act on the proposed Operating Plan.
5. If approved, the 2024 Operating Plan for the District is approved and implementable.

Future Year Operating Plans

It is anticipated that the BID will continue to revise and develop this Operating Plan annually, in response to changing needs and opportunities in the BID, in accordance with the purposes and objectives defined in this Operating Plan.

Wisconsin Statutes section 66.1109(3)(b) requires the Board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms proposed activities, information on specific assessed values, budget amounts and assessment amounts are based solely upon current conditions. Greater detail about subsequent years' activities will be provided in the required annual plan updates, and approval by the Common Council of such plan updates shall be conclusive evidence of compliance with this Operating Plan and the BID statute.

Early Termination of the District

The City shall consider terminating the District if the owners of property assessed under the Operating Plan having a valuation equal to more than 50% of the valuation of all property

assessed under the Operating Plan, using the method of valuation specified herein, or the owners of property assessed under the Operating Plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the Operating Plan, file a petition with the City Plan Commission requesting termination of the District. On or after the date such a petition is filed, neither the Board nor the City may enter into any new obligations by contract or otherwise until the expiration of thirty (30) days after the date a public hearing is held and unless the BID is not terminated.

Within thirty (30) days after filing of a petition, the City Plan Commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a Class 2 notice. Before publication, a copy of the notice with a copy of the Operating Plan and a copy of the detail map showing the boundaries of the BID shall be sent by certified mail to all owners of real property within the BID.

Within thirty (30) days after the date of such hearing, every owner of property assessed under the Operating Plan may send a written notice to the City Plan Commission indicating, if the owner signed a petition, that the owner retracts the owner's request to terminate the BID or, if the owner did not sign the petition, that the owner requests termination of the BID.

If, after the expiration of thirty (30) days after the date of the public hearing, by petition or subsequent notification and after subtracting any retractions, the owners of property assessed under the Operating Plan having a valuation equal to more than 50% of the valuation of all property assessed under the Operating Plan, using the method of valuation specified in the Operating Plan, or the owners of property assessed under the Operating Plan having an assessed valuation equal to more than 50% of the assessed valuation of all properties assessed under the Operating Plan have requested the termination of the District, the City shall terminate the District on the date that the obligation with the latest completion date entered into to implement the Operating Plan expires.

Amendment, Severability, and Expansion

This District has been created under authority of Wisconsin Statutes section 66.1109. Except as set forth in the next sentence, should any court find any portion of this statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this Operating Plan shall be amended to conform to the law without need of re-establishment. Should any court find invalid or unconstitutional the organization of the entire District Board, the budgeting process or the automatic termination provision of this or any subsequent Operating Plan, the District shall automatically terminate and this Operating Plan shall be of no further force and effect.

Should the legislature amend the statute to narrow or broaden the definition of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this Operating Plan may be amended by a 2/3 majority of the entire BID Board and a majority of the Common Council of the City of Stevens Point as and when they conduct their annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under section 66.1109(3)(b).

Automatic Termination Unless Affirmatively Extended

The District Board shall not incur obligations extending beyond thirty years from the date on which the BID was created. At the end of the twenty-ninth year of the BID's existence, the BID Board shall prepare an operating plan for the thirtieth year that contemplates termination of the District at the commencement of the thirtieth year as set forth in Wisconsin Statutes section 66.1109(3)(b), unless the owners of property assessed by the District having a valuation equal to 60% of the valuation of all property assessed by the District affirmatively vote to continue the District.

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Appendix A: Wisconsin Statutes §66.1109

Updated 2021–22 Wis. Stats. Published and certified under s. 35.18. September 14, 2023.

173 Updated 21–22 Wis. Stats.

purchase and rehabilitation of housing in the neighborhood or area.

(b) “Local legislative body” means the common council, village board of trustees or town board of supervisors.

(c) “Municipality” means a city, village or town.

(d) “Planning commission” means a plan commission created under s. 62.23 or a plan committee of the local legislative body.

(e) “Reinvestment neighborhood or area” means a geographic area within any municipality not less than one-half of which, by area, meets 3 of the 5 following conditions:

1. It is an area in need of rehabilitation as defined in par. (a).

2. It has a rate of owner-occupancy of residential buildings substantially below the average rate for the municipality as a whole.

3. It is an area within which the market value of residential property, as measured by the rate of change during the preceding 5 years in the average sale price of residential property, has decreased or has increased at a rate substantially less than the rate of increase in average sale price of residential property in the municipality as a whole.

4. It is an area within which the number of persons residing has decreased during the past 5 years, or in which the number of persons residing has increased during that period at a rate substantially less than the rate of population increase in the municipality as a whole.

5. It is an area within which the effect of existing detrimental conditions is to discourage private lenders from making loans for and present or prospective property owners from investing in the purchase and rehabilitation of housing.

(2) DESIGNATION OF REINVESTMENT NEIGHBORHOODS OR AREAS. A municipality may designate reinvestment neighborhoods or areas after complying with the following steps:

(a) Holding of a public hearing by the planning commission or by the local governing body at which interested parties are afforded a reasonable opportunity to express their views on the proposed designation and boundaries of a reinvestment neighborhood or area. Notice of the hearing shall be published as a class 2 notice, under ch. 985. Before publication, a copy of the notice shall be sent by 1st class mail to the Wisconsin Housing and Economic Development Authority, and a copy shall be posted in each school building and in at least 3 other places of public assembly within the reinvestment neighborhood or area proposed to be designated.

(b) Designation by the planning commission of the boundaries of a reinvestment neighborhood or area recommended by it to be designated and submission of the recommendation to the local legislative body.

(c) Adoption by the local legislative body of a resolution which:

1. Describes the boundaries of a reinvestment neighborhood or area with sufficient definiteness to identify with ordinary and reasonable certainty the territory included in the neighborhood or area. The boundaries may, but need not, be the same as those recommended by the planning commission.

2. Designates the reinvestment neighborhood or area as of a date provided in the resolution.

3. Contains findings that the area to be designated constitutes a reinvestment neighborhood or area.

History: 1977 c. 418; 1979 c. 361 s. 112; 1985 a. 29 s. 3200 (14); 1999 a. 150 s. 479; Stats. 1999 s. 66.1107; 2001 a. 104.

66.1108 Limitation on weekend work. (1) DEFINITIONS. In this section:

(a) “Construction project” means a project involving the erection, construction, repair, remodeling, or demolition, including any alteration, painting, decorating, or grading, of a private facility, including land, a building, or other infrastructure that is directly related to onsite work of a residential or commercial real estate development project.

MUNICIPAL LAW 66.1109

(b) “Political subdivision” means a city, village, town, or county.

(2) CONSTRUCTION PROJECTS; WEEKEND WORK. (a) A political subdivision may not prohibit a private person from working on the job site of a construction project on a Saturday. A political subdivision may not impose conditions that apply to a private person who works on a construction project on a Saturday that are inapplicable to, or more restrictive than the conditions that apply to, such a person who works on a construction project during weekdays.

(b) If a political subdivision has enacted an ordinance or adopted a resolution before April 5, 2018, that is inconsistent with par. (a), that portion of the ordinance or resolution does not apply and may not be enforced.

History: 2017 a. 243.

66.1109 Business improvement districts. (1) In this section:

(a) “Board” means a business improvement district board appointed under sub. (3) (a).

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

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

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

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

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

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

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

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

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

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

5. A legal opinion that subds. 1. to 4. have been complied with.

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

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

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

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

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2

2021–22 Wisconsin Statutes updated through 2023 Wis. Act 33 and through all Supreme Court and Controlled Substances Board Orders filed before and in effect on September 14, 2023. Published and certified under s. 35.18. Changes effective after September 14, 2023, are designated by NOTES. (Published 9–14–23)

notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

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

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

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

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

(b) The planning commission has approved the annexation.

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

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

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

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

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

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

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

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

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

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

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

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

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all

property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

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

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

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

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

(e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

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

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

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

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

History: 1983 a. 184; 1989 a. 56 s. 258; 1999 a. 150 s. 530; Stats. 1999 s. 66.1109; 2001 a. 85; 2017 a. 59, 70, 189.

66.1110 Neighborhood improvement districts. (1) In this section:

(a) "Board" means a neighborhood improvement district board elected under sub. (4) (a).

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

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

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

(e) "Neighborhood improvement district" means an area within a municipality consisting of nearby but not necessarily contiguous parcels, at least some of which are used for residential purposes and are subject to general real estate taxes, and property that is acquired and owned by the board if the local legislative body approved acquisition of the property under sub. (4) (d) as part of its approval of the initial operating plan under sub. (3) (e).

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation, and promotion of a neighborhood improvement district.

(g) "Owner" means the owner of real property that is located within the boundaries, or the proposed boundaries, of a neighborhood improvement district.

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

(2) An operating plan shall include at least all of the following elements:

(a) The special assessment method applicable to the neighborhood improvement district.

(b) The kind, number, and location of all proposed expenditures within the neighborhood improvement district.

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

(d) A description of how the creation of the neighborhood improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

(e) A statement as to whether the local legislative body authorizes the board to own real property and, if so, a description of the real property to be owned, the purpose of the ownership, and a statement of to whom the real property will be transferred if the neighborhood improvement district is terminated.

(f) A legal opinion that pars. (a) to (e) have been complied with.

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

(a) An owner of real property subject to general real estate taxes and located in the proposed neighborhood improvement district designated under par. (b) has petitioned the municipality for creation of a neighborhood improvement district.

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

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

(d) Within 30 days after the hearing under par. (c), one of the following has not filed a petition with the planning commission protesting the proposed neighborhood improvement district or its proposed initial operating plan:

Appendix B: Business Improvement District Bylaws

Bylaws for the City of Stevens Point

Downtown Business Improvement District

Article I – General

Section I – Name

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

Section II – Creation

The DBID was approved on December 19, 2022 by the Common Council of the City of Stevens Point and must, per Chap. 66.1109, Wis. Stats. be approved annually by that body.

Section III – Purpose

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

Section IV – Area

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

Article II – Board of Directors

Section I – Board Composition and Appointment

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

- Two (2) real property owners within the District that do not own or operate a business within the District.
- Two (2) real property owners within the District that also operate a business within the District.
- Two (2) business owners within the District that do not own any real property within the District
- One (1) Alderperson representing the 1st Aldermanic District

- The Director of Community Development or their designee shall serve as an ex-officio non-voting member of the Board.

Section II – Term of Office

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

Section III – Meetings

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

Section IV – Quorum

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

Section V – Voting

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

Section VI – Vacancies

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

Section VII – Officers

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

A. Chairperson. The Chairperson shall serve as the chief officer of the DBID and shall preside at all meetings of the Board of Directors. The Chairperson shall assign committee chairs, subject to approval of the Board of Directors.

B. Vice Chairperson. The Vice Chairperson shall serve as the chief officer of the DBID and shall preside over all meetings of the Board of Directors in any absence of the Chairperson. If the position of Chairperson becomes vacant, the Vice Chairperson shall assume position of Chairperson until the next appointment of officers.

C. Treasurer. The Treasurer shall be responsible for overseeing and reporting the financial activities of the DBID. Activities include coordinating the annual budget with the Chairperson and committee chairs, present notable updates of DBID finances to the Board, and consult the

Board of Directors or DBID staff about the financial health of the DBID. Funds shall be kept in a segregated account in the municipal treasury and disbursed through the City of Stevens Point.

C. Secretary. The Secretary will be responsible for creating the minutes of each meeting according to the requirements of Open Meetings Law and are to be provided to the DBID Chairperson no later than one (1) week after the previous DBID Board meeting. The Secretary creates monthly BID Board agendas under direction of the DBID Chairperson to be provided to the City Clerk no less than one (1) week prior to the next DBID Board meeting.

Article III – Finances

Section I – Special Assessment

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

Section II – Exemptions

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

Section III – Probationary Funding

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

Section IV – Fiscal Year

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

Section V – Budget & Report

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

Section VI – Accounting

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

Article IV – General Provisions

Section I – Parliamentary Authority

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

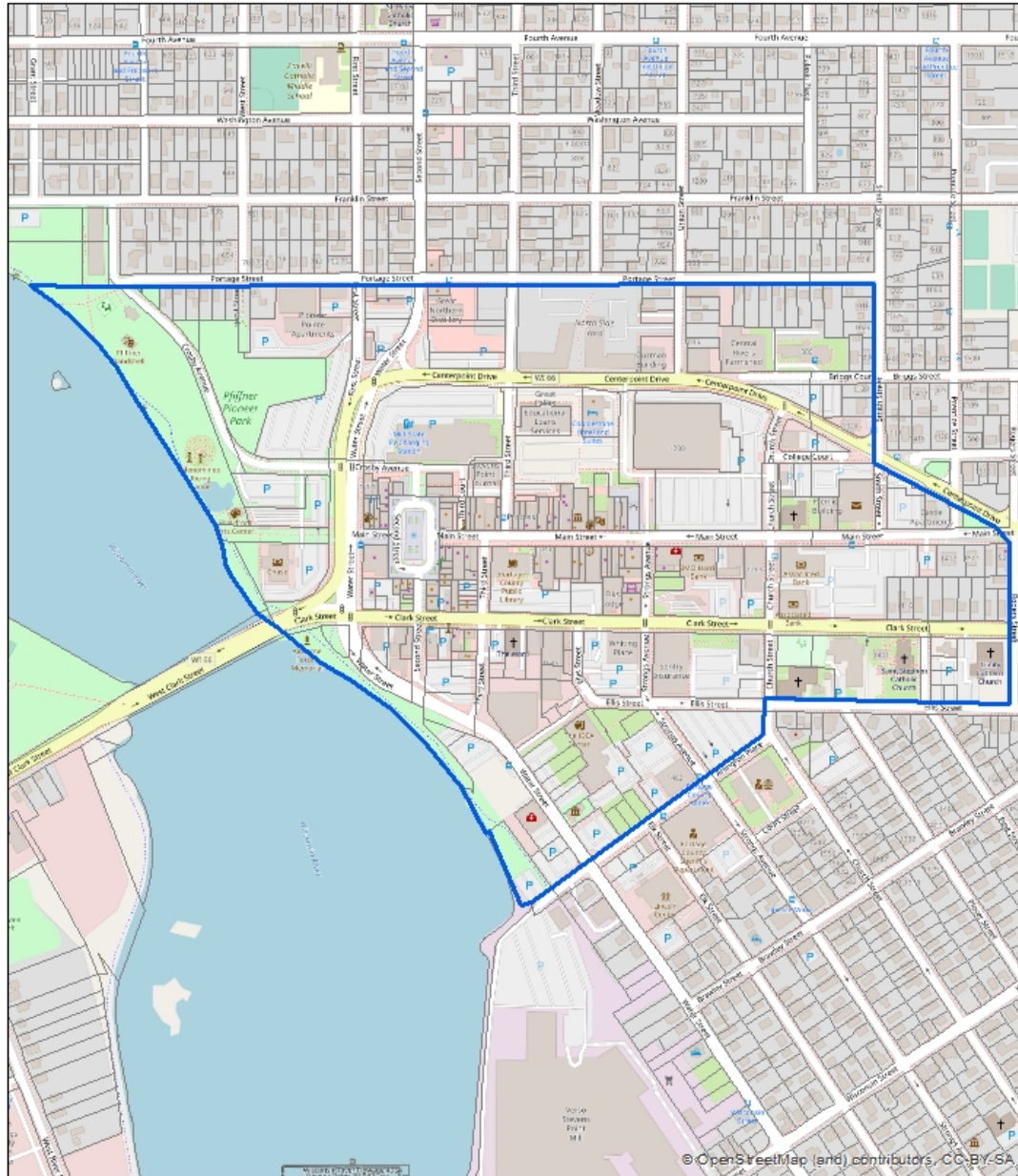
Section II – Amendments

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

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Appendix C: Downtown Business Improvement District Map

2024 Downtown Business Improvement District Boundary



Department of
Community Development

Maps are for graphical purposes only. They do not represent a legal survey. While every effort has been made to ensure that these data are accurate and reliable within the limits of the current state of the art, City of Stevens Point cannot assume liability for any damages caused by any errors or omissions in the data, nor as a result of the failure of the data to function on a particular system. City of Stevens Point makes no warranty, expressed or implied, nor does the fact of distribution constitute such a warranty.

Legend

 Downtown BID Boundary



Appendix D: List of Properties in Downtown BID and Subject to BID Assessment

Owner	Property Description	2023 Assessment	BID Levy Liability
24-0832100511 FIRST FINANCIAL BANK INC C/O FIRST FINANCIAL ATTN ASSOCIATED LEASING MS8227 433 MAIN ST GREEN BAY, WI 54301	Main St S 32' W 1/2 LOT 4 S 32' LOT 5 LOTS 6,7 & 8 BLK 7 SMITH BRIGGS&PHILLIPS CSM12/64BNG PRT NW NE S32 T24 R8 468/685 476/780 Section: 32 Acres: 0.510	\$ 183,700.00	\$ 110.22
24-0832100512 GAUDENCIA G WORZALLA 1416 MAIN ST #3 STEVENS POINT WI 54481	1416 Main St L9&10 & PT LTS 1&2 BLK 7 SMITH BRIGGS&PHILLIPS ADD EX PRT SLD HWY 430/549; BNG PRT NWNE S32 350/460; 430/295;494/1043;528/64; 759022;766413 Section: 32 Acres: 0.243	\$ 257000	\$ 154.20
24-0832100601 BRODY L RICE MICHELLE A RICE 111 MAPLE BLUFF RD N STEVENS POINT WI 54482	1525 Main St LOT 1 CSM#6158-22- 231 BNG PRT NWNE S32 T24 R8 SUBJ TO NON-EXCLUSIVE ESMT & INCLUD ESMT DES 665/1 838864 Section: 32 Acres: 0.146	\$ 333,900.00	\$ 200.34
24-0832100604 SCHULFER INVESTMENTS LLC 7677 ANDREWS LN CUSTER WI 54423	1417 Main St E 25' LOT 1 BLK 1 SMITH BRIGGS & PHILLIPS ADD & PRT NW NE S32 T24 R8 BNG A PRCL 87' x 126' AS DES 568323 S32 T24 R8 767874;893862;893864 Section: 32 Acres: 0.321	\$ 327,400.00	\$ 196.44
24-0832100605 SCHULFER INVESTMENTS LLC 7677 ANDREWS LN CUSTER WI 54423	Main St W 50' LOT 1 E 25' LOT 2 BLK 1 SMITH BRIGGS & PHILLIPS ADD BNG PRT NE NE S32 T24 R8 767874;893862;893864 Section: 32 Acres: 0.215	\$ 61,100.00	\$ 36.66
24-0832100628 FIRST FINANCIAL BANK INC C/O FIRST FINANCIAL ATTN ASSOCIATED LEASING MS8227 433 MAIN ST GREEN BAY, WI 54301	1305 Main St 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 Section: 32 Acres: 3.167	\$ 5,493,100.00	\$ 3,295.86
24-0832101503 1501 CLARK ST LLC 1410 ROGERS ST STEVENS POINT WI 54481	1501 Clark St N 75' LOTS 9 & 10 A G ELLIS ADD S32 T24 R8 813598 Section: 32 Acres: 0.179	\$ 281,100.00	\$ 168.66

24-0832200111 1001 UNION LLC 221 UNION ST STEVENS POINT WI 54481	1001 Union St LOT 1 & 2 CSM#6749 -24-272 BNG LOT 7 & PRT LOT 8 BLK 35 VALENTINE BROWN ADD S32 T24 R8 579943 Section: 32 Acres: 0.355	\$ 284,500.00	\$ 170.70
24-0832200116 13 INVESTMENTS LLC 1043 UNION ST STEVENS POINT WI 54481	1043 Union St LOTS 1 & 2 BLK 35 VALENTINE BROWN ADD S32 T24 R8 796618;800400AGMT;811122AGM Section: 32 Acres: 0.285	\$ 388,000.00	\$ 232.80
24-0832200137 ELODIN HOLDINGS LLC PO BOX 186 STEVENS POINT WI 54481	1220 Briggs Ct LOT 1 CSM#10171-45 -51 BNG PRT LOTS 3,4,8,9 & & ALL LOTS 18,19,20&21 BLK 35 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 762543 Section: 32 Acres: 1.045	\$ 399,600.00	\$ 239.76
24-0832200201 NORTH SIDE YARD LLC C O MERGE LLC 604 CLAY ST CEDAR FALLS IA 50613	1000 Union St LOT 7 BLK 34 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 854120 Section: 32 Acres: 0.152	\$ 27,400.00	\$ 16.44
24-0832200205 NORTH SIDE YARD LLC C O MERGE LLC 604 CLAY ST CEDAR FALLS IA 50613	Union St LOT 9 BLK 34 VALENTINE BROWN ADD S32 T24 R8 886787 Section: 32 Acres: 0.152	\$ 42,900.00	\$ 25.74
24-0832200206 RON HANSON LLC 2740 STANLEY ST UNIT B STEVENS POINT WI 54481	1008 Union St LOT 8 CSM#3157-11- 115 BNG LOT 8 BLK 34 VALENTINE BROWN ADD S32 T24 R8 303/563 516/254 792225;792735AOC Section: 32 Acres: 0.152	\$ 145,600.00	\$ 87.36
24-0832200207 NORTH SIDE YARD LLC C O MERGE LLC 604 CLAY ST CEDAR FALLS IA 50613	1100 Centerpoint Dr LOTS 11 & 12 & E 132' LOT 13 BLK 34 VALENTINE BROWN ADD ACCESS RIGHTS-438/480 S32 T24 R8 886787 Section: 32 Acres: 0.439	\$ 500,800.00	\$ 300.48
24-0832200305 NORTH SIDE YARD LLC C O MERGE LLC 604 CLAY ST CEDAR FALLS IA 50613	1009 Portage St Unit 4, NORTH SIDE YARD CONDO & UNDIV 1% INT IN COM ELEMNTS SUBJ TO DECL-868961,891901;SUB REST-573677851495 Section: 32 Acres: 0.300	\$ 78,400.00	\$ 47.04
24-0832200306 NORTH SIDE YARD CONDO 1 LLC 604 CLAY ST CEDAR FALLS IA 50613	1060 Centerpoint Dr UNIT 1 NORTH SIDE YARD CONDO & UNDIV 37% INT COM ELMTS;SUBJ DECL 868961,891901; SUBJ REST- 573677 1.370A870295;891899AOC Section: 32 Acres: 1.370	\$ 9,164,000.00	\$ 5,498.40

24-0832200307 NORTH SIDE YARD CONDO 2 LLC 604 CLAY ST CEDAR FALLS IA 50613	1020 Centerpoint Dr UNIT 2 NORTH SIDE YARD CONDO & UNDIV 37%INT COM ELMTS; SUBJ DECL 868961,891901 SUBJ REST- 573677 1.359A870294;891900AOC Section: 32 Acres: 1.359	\$ 8,585,000.00	\$ 5,151.00
24-0832200308 NORTH SIDE YARD CONDO 3 LLC 604 CLAY ST CEDAR FALLS IA 50613	1017 Third St UNIT 3 NORTH SIDE YARD CONDO & UNDIV 25% INT COM ELMTS;SUBJ DECL 868961, 891901;SUBJ REST- 573677 .919A891902 Section: 32 Acres: 0.919	\$ 1,463,700.00	\$ 878.22
24-0832200404 KIM L KRAYECKI 1001 SECOND ST STEVENS POINT WI 54481	1001 Second St N 40' LOTS 45 & 46 EX E 10' BLK 16 STRONG ELLIS & OTHERS ADD S32 T24 R8 684/670 Section: 32 Acres: 0.083	\$ 194,200.00	\$ 116.52
24-0832200501 KIM L KRAYECKI 1001 SECOND ST STEVENS POINT WI 54481	Portage St N 51 1/2' LOTS 42, 43,44 BLK 17 STRONG ELLIS & OTHERS PLAT S32 T24 R8 639/497 Section: 32 Acres: 0.179	\$ 36,900.00	\$ 22.14
24-0832200505 YME CAFE LLC 1708 CHURCH ST STEVENS POINT WI 54481	1009 First St LOT 1 CSM#2328-8- 186 BNG PRT LOTS 41, 42, 43 & 44 BLK 17 STRONG ELLIS & OTHERS ADD 596264 596532 609773 609770 728412 728414 Section: 32 Acres: 0.326	\$ 324,700.00	\$ 194.82
24-0832200507 JEFFREY J THOMPSON CHRISTY A THOMPSON 1442 W RIVER DR W STEVENS POINT WI 54481	1101 First St LOT 1 CSM#011672 DOC-890392 BNG PRT LOT 52 BLK 15 STRONGS ELLIS & OTH GOV LOT 1 S32 T24 R08 .096A 484356;894494AGMT Section: 32 Acres: 0.096	\$ 205,200.00	\$ 123.12
24-0832200601 OAK TREE INVESTMENTS LLC 1004 FIRST ST STE 4 STEVENS POINT WI 54481	1004 First St LOT 1 CSM#4040-14- 96 BNG PRT BLK 18 STRONG ELLIS & OTHERS ADD & PRT GL 1 S32 T24 R8 835966 Section: 32 Acres: 0.358	\$ 462,500.00	\$ 277.50
24-0832200910 WI PUBLIC SERVICE ATTN TAX DEPT 231 W MICHIGAN ST MILWAUKEE WI 53203	1111 Crosby Ave LOTS 60,61,62 BLK 19&BLK14 STRONG ELLIS&OTHER & PRT GL1 S32 T24 R8 ALSO VAC RIVER ST OWNED BY WI PUBLIC SERVICE EX PT Section: 32 Acres: 3.010	\$ 194,200.00	\$ 116.52
24-0832201110 BANK ONE WISCONSIN C/O BANK ONE WI ATTN LERETA LLC PO BOX 35605 DALLAS, TX 75235	Water St LOT 2 CSM#3583-12- 241 BNG PRT BLKS 1,2,7 & 8 STRONG ELLIS&O ADD BNG PRT GOVT LOT 1 S32 T24 R8 AGRMT ESMT-480/687 VAC CROSBY- Section: 32 Acres: 0.840	\$ 422,900.00	\$ 253.74

24-0832201218 BANK ONE WISCONSIN C/O BANK ONE WI ATTN LERETA LLC PO BOX 35605 DALLAS, TX 75235	601 Main St LOT 1 CSM#8136-31- 116 BNG PRT GL 1 S32 T24 R8 480/366 480/687-AGRMT 480/709-ESMT 480/686 480/780 481/638 507/1178 678146 Section: 32 Acres: 1.556	\$ 2,312,000.00	\$ 1,387.20
24-0832201401 JODI A KOBACK 2151 ELLIS ST STEVENS POINT WI 54481	841 Clark St E25' LOT 4 & W25' OF THE S 56' LOT 4 BLK 10 EX N 8' FOR ST STRONG ELLIS & OTHERS ADD S32 T24 R8 590164 Section: 32 Acres: 0.103	\$ 187,800.00	\$ 112.68
24-0832201412 SCHERTZ FAHRNER LLC ATTN JERRY FAHRNER 2688 SCENIC DR STEVENS POINT WI 54481-9630	817 Clark St THAT PRT LOTS 1, 2 & 7 BLK 10 STRONG ELLIS & OTHERS ADD LYG NELY OF HWY ROW S32 T24 R8 737771 Section: 32 Acres: 0.257	\$ 281,900.00	\$ 169.14
24-0832201413 TERENCE J LANDOWSKI LOUISE R LANDOWSKI 921 EIGHTH ST PLOVER WI 54467-2150	833 Clark St LOT 1 CSM#6767-24- 290 BNG PRT LOTS 3, 4, 5 & 6 BLK 10 STRONG ELLIS & OTHERS ADD S32 T24 R8 705/1143-CERT 703141 Section: 32 Acres: 0.340	\$ 389,800.00	\$ 233.88
24-0832201508 TR RANCH PROPERTIES LLC 2130 COUNTY ROAD J NORTH CUSTER WI 54423	900 Main St S36' LOTS 1 & 2 W3' OF S 36' LOT 3 BLK 4 STRONG ELLIS & OTHERS ORIG PLAT BNG PRT NWNW S32T24R8 435/139 577/1145 715388 Section: 32 Acres: 0.085	\$ 321,300.00	\$ 192.78
24-0832201509 1616 MAIN ST LLC 1052 MAIN ST STE #203 STEVENS POINT WI 54481	1221 Second St N25' LOT 7 & N26' OF W 1/2 LOT 6 BLK 4 STRONG ELLIS & OTHERS ;SUBJ ESMT OVR E10'-454/465 S32T24R08 664661CERT;800970 832190RES Section: 32 Acres: 0.043	\$ 212,000.00	\$ 127.20
24-0832201510 BARS NONE INC PO BOX 586 STEVENS POINT WI 54481	1225 Second St PRT LOT 7 BLK 4 STRONG ELLIS&OTHERS DES:COM 82' N SW/C LOT 7;TH E 25'; TH N 6 INCHES;TH E 25';TH N 24 1/2'; TH W50';TH S 25' TO POB S32T24R8 Section: 32 Acres: 0.029	\$ 185,600.00	\$ 111.36
24-0832201515 ROBERT L BUTT CARRIE L BUTT 1434 PLOVER HEIGHTS RD STEVENS POINT WI 54482	944 Main St W 15 3/8' LOT 5 BLK 4 STRONG ELLIS & OTHERS AD EX W 4 INCHES OF SAID DES 354/178 S32 T24 R8 552927 Section: 32 Acres: 0.045	\$ 79,600.00	\$ 47.76
24-0832201516 ROBERT L BUTT CARRIE L BUTT 1434 PLOVER HEIGHTS RD STEVENS POINT WI 54482	944 Main St W 12 3/8' LOT 1 BLK 28 VALENTINE BROWN ADD & E 9 5/8' LOT 5 BLK 4 STRONG ELLIS & OTHERS ADD S32 T24 R8 552927 Section: 32 Acres: 0.067	\$ 135,000.00	\$ 81.00

24-0832201522 ELODIN HOLDINGS LLC PO BOX 186 STEVENS POINT WI 54481	1200 Third St LOTS 3 & 4 BLK 28 V BROWN ADD 818399 Section: 32 Acres: 0.341	\$ 338,800.00	\$ 203.28
24-0832201524 ELODIN HOLDINGS LLC PO BOX 186 STEVENS POINT WI 54481	Third St PRCL 1 DES IN 455/1002 BNG PRT BLK 4 STRONG ELLIS & OTHERS ADD 818399 Section: 32 Acres: 0.055	\$ 18,400.00	\$ 11.04
24-0832201526 FRANCESCO E SCIARRONE ET AL 2517 PRAIS ST STEVENS POINT WI 54481	968 Main St LOT 2 CSM#8248-32- 78 A&B BNG PRT LOT 2 BLK 28 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 402/633 639331 757549 757918 763825 Section: 32 Acres: 0.041	\$ 110,300.00	\$ 66.18
24-0832201527 FRANCESCO E SCIARRONE ET AL 2517 PRAIS ST STEVENS POINT WI 54481	1236 Third St LOT 3 CSM#8248-32- 78 A&B BNG PRT LOT 2 BLK 28 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 .02A 402/633 639331 757549 757918 763825 Section: 32 Acres: 0.017	\$ 51,000.00	\$ 30.60
24-0832201528 SCHERTZ PROPERTIES LLC 2220 MAPLEWOOD DR PLOVER WI 54467-3104	956 Main St LOT 1 CSM#8248-32- 78 & E 43 5/8' LOT 1 & LOT 2 BLK 28 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 587481 635643 663498 Section: 32 Acres: 0.233	\$ 946,400.00	\$ 567.84
24-0832201529 TROY HOJNACKI DANIEL RETZKI PO BOX 586 STEVENS POINT WI 54481	912 Main St LOT 7 BLK 4 STRONG ELLIS & OTHERS ADD BNG PRT NWNW S32 T24 R8 666401;789326AGMT Section: 32 Acres: 0.094	\$ 618,900.00	\$ 371.34
24-0832201531 JAMES E LAABS PATRICIA A LAABS 1026 SECOND ST N STEVENS POINT WI 54481	1205 Second St N56' OF S92' LOTS 1&2, AND W3' OF N56' OF S92' LOT 3 ALL IN BLK 4STRONG ELLIS & OTH .133A 353/314;666768 Section: 32 Acres: 0.132	\$ 413,000.00	\$ 247.80
24-0832201603 GREAT SETTER PROPERTIES LLC 6022 STATE HWY 66 STEVENS POINT WI 54482-9349	1201 Water St LOT 1 & W 7 1/2' OF S 86' LOT 2 & W 42 1/2' OF N 46' LOT 2 BLK 3 EX PRT SOLD-221/210 STRONG ELLIS & OTHERS ADD S32 T24 R8 800209;818651RES Section: 32 Acres: 0.101	\$ 351,400.00	\$ 210.84
24-0832201605 K5 LTD C/O K 5 LTD 230 BLACK FOREST DR PLOVER, WI 54467	804 Main St PRT LOT 8 BLK 3 FRONT20.8' ON MAIN ST &120' DEEP DES 186/46 ALSO USE OF ROW OVER N 12' OF SD LOT 8 STRONG ELLIS & OTHERS ADD 668150 Section: 32 Acres: 0.057	\$ 208,700.00	\$ 125.22

24-0832201606 OATER LLC 474 SCENIC CIR STEVENS POINT WI 54481-8957	812 Main St PARCEL 1 CSM#9858- 43-38 BNG PRT LOTS 7 & 8 BLK 3 STRONG ELLIS & OTHERS ADD BNG PRT NWNW;ALSO 1/2 INT IN ROW OVR N12' L8 & PT L7 Section: 32 Acres: 0.051	\$ 226,800.00	\$ 136.08
24-0832201607 OATER LLC 474 SCENIC CIR STEVENS POINT WI 54481-8957	820 Main St PARCEL 2 CSM#9858- 43-38 BNG PRT LOT 7 BLK 3 STRONG ELLIS & OTHERS ADD BNG PRT NWNW S32 T24 R8 845601 Section: 32 Acres: 0.055	\$ 266,600.00	\$ 159.96
24-0832201608 OATER LLC 474 SCENIC CIR STEVENS POINT WI 54481-8957	1232 Second St PARCEL 3 CSM#9858- 43-38 BNG PRT LOTS 7 & 8 BLK 3 STRONG ELLIS & OTHERS ADD BNG PRT NWNW;ALSO 1/2 INT IN ROW DES 240/406 S32 T24 R Section: 32 Acres: 0.036	\$ 168,800.00	\$ 101.28
24-0832201609 OATER LLC 474 SCENIC CIR STEVENS POINT WI 54481-8957	1220 Second St PARCEL 4 CSM#9858- 43-38 BNG PRT LOTS 2 & 7 BLK 3 STRONG ELLIS & OTHERS ADD;SUBJ TO SIDEWALK ESMT DES 676561 S32 T24 R8 845601 Section: 32 Acres: 0.094	\$ 379,800.00	\$ 227.88
24-0832201618 POINT HOMES LLC PO BOX 489 STEVENS POINT WI 54481	832 Main St LOT 1 CSM#3403-12- 61 BNG PRT LOT 3 BLK 3 STRONG ELLIS & OTHERS ADD S32 T24 R8 857136 Section: 32 Acres: 0.049	\$ 312,200.00	\$ 187.32
24-0832201701 RCE LLC C/O RCE LLC 8100 E CAMELBACK RD#122 SCOTTSDALE, AZ 85251	823 Main St LOTS 1 & 2 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 558642 564197 564873-REST Section: 32 Acres: 0.303	\$ 919,000.00	\$ 551.40
24-0832201702 RCE LLC C/O RCE LLC 8100 E CAMELBACK RD#122 SCOTTSDALE, AZ 85251	800 Clark St LOT 8 CSM#2689-9- 247 AKA LOT 8 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 564871 564872-REST Section: 32 Acres: 0.143	\$ 92,800.00	\$ 55.68
24-0832201703 RCE LLC C/O RCE LLC 8100 E CAMELBACK RD#122 SCOTTSDALE, AZ 85251	Clark St LOT 7.1 CSM#3320- 11-278 BNG PRT LOT 7 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 564871 564872-REST Section: 32 Acres: 0.055	\$ 23,200.00	\$ 13.92
24-0832201705 K5 LTD C/O K 5 LTD 230 BLACK FOREST DR PLOVER, WI 54467	Clark St LOT 5 BLK 6 STRONG ELLIS & OTHERS ORIG PLAT EX N 98' THEREOF & EX S 8' MOL FOR ST S32 T24 R8 739310 Section: 32 Acres: 0.030	\$ 10,000.00	\$ 6.00

24-0832201806 MICHAEL W MUNAGIAN 1315 SECOND ST STEVENS POINT WI 54481	1313 Second St PRT LT2 & LT3 BLK5 STRONG,ELLIS & OTHR ADD DES-COM 60' S OF NW/C LOT 2 TH S 26'; THE E 54' M/L;TH N 26' TH W 54' TO POB 545/297CERT;776352 Section: 32 Acres: 0.032	\$ 210,900.00	\$ 126.54
24-0832201807 MICHAEL P LAZARE ET AL 1317 SECOND ST STEVENS POINT WI 54481	1317 Second St BEG 86' S OF NW/C LOT 2 BLK 5;TH S 26';TH E ABOUT 54';TH N 26';TH W ABOUT 54' TO BEG STRONG ELLIS & OTHERS ADD S32T24R8 458/845 Section: 32 Acres: 0.032	\$ 83,500.00	\$ 50.10
24-0832201808 BRUCE D WOBORIL STACIE M WOBORIL 710 FOURTH ST PLOVER WI 54467	1321 Second St S 20' LOT 2 & S 16' OF W 4' LOT 3 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 807/264 Section: 32 Acres: 0.025	\$ 101,700.00	\$ 61.02
24-0832201809 STEEVO'S OF STEVENS POINT INC 2490 SUNSET DR N STEVENS POINT WI 54482	1327 Second St N 24' LOT 7 EX E 18 IN THEREOF & UND 1/2 INT IN 8' SQ IN NE/C LOT 8 ALL IN BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 550657 Section: 32 Acres: 0.029	\$ 137,200.00	\$ 82.32
24-0832201810 JAMES B MOZUCH 1331 SECOND ST STEVENS POINT WI 54481	1331 Second St COM NW/C L8 BLK 5 SE&O PLAT TH S 65'; TH E50' TH N65';TH W50'-POB INC INT PARTY WALL EX 1/2 INT PRCL 8 SQ IN NE/C;SUBJ AGRMT DES 687472 Section: 32 Acres: 0.075	\$ 262,400.00	\$ 157.44
24-0832201815 PETER J SPENCER CONNIE R SPENCER 5748 REGENT ST STEVENS POINT WI 54482	920 Clark St LOT 1 CSM#10353-46-83 BNG PRT L7 BLK 5 STRONG ELLIS & OTHERS ADD .12A 784286;843745TOD Section: 32 Acres: 0.117	\$ 276,900.00	\$ 166.14
24-0832201816 PETER J SPENCER CONNIE R SPENCER 5748 REGENT ST STEVENS POINT WI 54482	924 Clark St LOT 2 CSM#10353-46-83 BNG PRT LOT 6 BLK 5 STRONG ELLIS & OTHERS ADD .07A 784286;843745TOD Section: 32 Acres: 0.072	\$ 197,500.00	\$ 118.50
24-0832201817 JOHN J MALLICK 1346 THIRD ST STEVENS POINT WI 54481	1346 Third St PRT LOTS 5 & 6 BLK 5 STRONG ELLIS&OTHERS COM SE/C LOT 5 SD BLK TH W 75';TH N 25';TH E 75'; TH S 25' TO POB S32 T24 R8 720533 Section: 32 Acres: 0.043	\$ 165,300.00	\$ 99.18
24-0832201818 B & C LLC 516 SECOND ST N STEVENS POINT WI 54481	1338 Third St BEG 25' N SE/C LOT 5 BLK 5 TH W 75';N 17.8'; E 75';S 17.8' TO BEG PRT LOTS 5&6 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 892033 Section: 32 Acres: 0.031	\$ 145,300.00	\$ 87.18

24-0832201819 B & C LLC 516 SECOND ST N STEVENS POINT WI 54481	Third St BEG 42.8' N SE/C LOT 5 TH W 75';N 19.10';E 75';S 19.10' TO BEG BNG PRT LOTS 5&6 BLK 5 STRONG ELLIS & OTHERS 892033 Section: 32 Acres: 0.033	\$ 10,800.00	\$ 6.48
24-0832201820 POINT HOMES LLC PO BOX 489 STEVENS POINT WI 54481	Third St S 25' OF N 66' LOT 5 & S 25' OF N 66' OF E 1/2 LOT 6 BLK 5 STRONG ELL ELLIS & OTHERS ADD;SUBJ TO AGRMT DES 488/842 CSM 13/63 S32 T24 R8 832369 Section: 32 Acres: 0.038	\$ 12,500.00	\$ 7.50
24-0832201821 POINT HOMES LLC PO BOX 489 STEVENS POINT WI 54481	Third St S 21' OF N 41' LOT 5 & S 21' OF N 41' OF E 1/2 OF LO 6 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 400465CSM 832369;838601UTIL Section: 32 Acres: 0.036	\$ 11,900.00	\$ 7.14
24-0832201822 POINT HOMES LLC PO BOX 489 STEVENS POINT WI 54481	Third St BEG AT NE/C LOT 5 TH S 20';W 75';N 20';E 75' TO BEG PRT LOTS 5 & 6 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 400465CSM 832369;838601UTIL Section: 32 Acres: 0.034	\$ 11,300.00	\$ 6.78
24-0832201823 POINT HOMES LLC PO BOX 489 STEVENS POINT WI 54481	1314 Third St PRT LOT 4 BLK 5 SE&O ADD COM AT SE/C LOT 3 BL 5 SD ADD TH N42';TH E 26';TH S9';TH S9';TH E 25' TH S ALG 3RD ST 33' TH W TO POB 671304-CERT Section: 32 Acres: 0.054	\$ 220,100.00	\$ 132.06
24-0832201825 SCO LILY LLC 1343 SECOND ST STEVENS POINT WI 54481	1343 Second St LOT 1 CSM#7739-29- 19 BNG PRT LOT 8 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 404/776 554/1074 807950 Section: 32 Acres: 0.070	\$ 353,500.00	\$ 212.10
24-0832201826 JJJWD LLC 1579 CHURCH ST STEVENS POINT WI 54481	937 Main St N90' LOT 4 BLK 5 STRONG ELLIS & OTH ORIG PLAT & PRT NENW S32 T24 R8 COM NE/C LOT 4 BLK 5 TH S99'; TH E25' TO 3RD ST; TH N99'; W 25' TO POB Section: 32 Acres: 0.109	\$ 360,600.00	\$ 216.36
24-0832201901 CHP OF STEVENS PT LLC 945 CLARK ST STEVENS POINT WI 54481	945 Clark St E 2' OF N 90' LOT3 & N 90' LOT 4 BLK 11 STRONG ELLIS & OTHER ORIG PLAT S32 T24 R8 803398 Section: 32 Acres: 0.107	\$ 332,600.00	\$ 199.56
24-0832201902 STEVENS POINT RENTALS LLC 10115 YELLOW BRICK RD AMHERST WI 54406	925 Clark St W 48' OF N 90' LOT 3 BLK 11 STRONG ELLIS & OTHERS ADD S32 T24 R8 788780;795419AGMT;802389AGM Section: 32 Acres: 0.099	\$ 354,400.00	\$ 212.64

24-0832201903 STEVENS POINT RENTALS LLC 10115 YELLOW BRICK RD AMHERST WI 54406	Clark St LOT 2 BLK 11 & ESM ESMT-341/93 STRONG ELLIS & OTHERS ADD S32 T24 R8 788780;789808AOC;791468UTIL Section: 32 Acres: 0.142	\$ 54,500.00	\$ 32.70
24-0832201904 MLH PROPERTIES LLC 5419 PINWOOD DR STEVENS POINT WI 54481	901 Clark St LOT 1 BLOCK 11 STRONG ELLIS & OTHERS ADD SUBJ ESMT S 9' DES 341/93 S32 T24 R8 592240 698393 Section: 32 Acres: 0.142	\$ 246,600.00	\$ 147.96
24-0832201927 ADELINE & ELOISE LLC PO BOX 5 NELSONVILLE WI 54458	1410 Third St S 34' LOTS 3 & 4 BLK 11 STRONG ELLIS & OTHERS S32 T24 R8 843772 Section: 32 Acres: 0.078	\$ 376,800.00	\$ 226.08
24-0832202001 ROBERT E MCDONALD SALLY A MCDONALD LEWIS 1059 CLARK ST STEVENS POINT WI 54481	1059 Clark St E 29' OF N 75' OF OL 6 ALSO A STRIP COM NE/C OL E 2.6';S 75' MOL W 3.46';N 75' TO POB S E & O ADD 405/921 518/828 753/94 541337 718369 Section: 32 Acres: 0.055	\$ 236,800.00	\$ 142.08
24-0832202005 SCHERTZ PROPERTIES LLC 2220 MAPLEWOOD DR PLOVER WI 54467-3104	1001 Clark St PRCL B CSM#275-1- 275 BNG W 60' OF OL 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 641986 713269 Section: 32 Acres: 0.180	\$ 68,900.00	\$ 41.34
24-0832202042 COMPASS PROPERTIES LLC 4501 STATE HIGHWAY 66 STEVENS POINT WI 54482-8412	1007 Ellis St S 91' OF E 29' OF N166' OF OL 6 STRONG ELLIS& O'S ADD ALSO VAC ELLIS ST DES 185/488 1/2 229/257 717/1 595984 595985 Section: 32 Acres: 0.067	\$ 192,300.00	\$ 115.38
24-0832202051 WISCONSIN BELL INC 1010 PINE 9E L 01 ST LOUIS MO 63101	Water St LOT 1 CSM#4948-17- 203 BNG PRT OUTLOT 9 STRONG ELLIS & O'S ADD BNG PRT GOVT LOT 2 S3 T24 R8 559/1012-13 Section: 32 Acres: 0.295	\$ 59,200.00	\$ 35.52
24-0832202054 GENCAP STEVENS POINT 88 LLC 6938 N SANTA MONICA BLVD MILWAUKEE WI 53217	1443 Water St Lot 1, CSM 11298-52-128 BNG PRT OUTLOTS 7 & 8 STRONG ELLIS & OTH; SUBJ ESMTS 278051 & 856223AMD;SUBJ TO REST-8641181.116A Section: 32 Acres: 1.116	\$ 7,514,000.00	\$ 4,508.40
24-0832202301 SENTRY INSURANCE 1800 N POINT DR STEVENS POINT WI 54481	Strongs Ave ALL BLK 27 STRONG ELLIS&O'S S32T24R8 184/340 186/62 191/406 237/205 238/210 326/579 337/536 Section: 32 Acres: 1.323	\$ 339,100.00	\$ 203.46

24-0832202405 SENTRY INSURANCE 1800 N POINT DR STEVENS POINT WI 54481	Ellis St S 75' LOTS 15 & 16 BLK 28 STRONG ELLIS & OTHERS ADD S32 T24 R8 475/1072 Section: 32 Acres: 0.172	\$ 67,400.00	\$ 40.44
24-0832202406 SENTRY INSURANCE 1800 N POINT DR STEVENS POINT WI 54481	1421 Strong's Ave LOTS 3,4,5,6,7,8,9 10,11,12,13,14 & N 57' LOTS 15 & 16 BLK 28 STRONG ELLIS & OTHERS ADD S32 T24 R8 143/524 Section: 32 Acres: 2.420	\$ 4,471,900.00	\$ 2,683.14
24-0832202503 DIVISION SUSSEX LLC ET AL PO BOX 215 PLOVER WI 54467	1408 Strong's Ave LOT 5 CSM#3527-12- 185 BNG PRT OL5 STRONG ELLIS & OTHERS ADD BNG PRT GOVT LOT 2 S32 T2 R8 892372 Section: 32 Acres: 1.284	\$ 2,351,200.00	\$ 1,410.72
24-0832202601 AMETHYST MAIN LLC PO BOX 804 ATTN KEATON SCHULTZ STEVENS POINT WI 54481	1141 Main St LOT 1 CSM#3391-12- 49 BNG PRT NE NW S32 T24 R8849853 Section: 32 Acres: 0.130	\$ 453,500.00	\$ 272.10
24-0832202606 BONITA A BROWN 1701 CLARK ST STEVENS POINT WI 54481	1121 Main St PT NENW S32 T24 R8 COM 142 1/4' W WL STRONGS AVE ON SL MAIN ST;TH S THRU CTR/L PARTY WALL 122';W20'; N122';E20'TO POB;JT ESMT DES 510/1178 Section: 32 Acres: 0.056	\$ 185,300.00	\$ 111.18
24-0832202609 PATRICK D BARLOW DIANA BARLOW 1497 OLD WAUSAU RD STEVENS POINT WI 54481	1101 Main St LOT 1 CSM 3992-14- 48 BNG PRT OL 5 STRONG ELLIS & OTHERS ADD & GL2 S32 T24 R8 BNG CSM#3887-13- 245 580409 583021 602911 Section: 32 Acres: 0.100	\$ 305,900.00	\$ 183.54
24-0832202610 JEROME L KAWSKI CARRIE L KAWSKI 2215 OXFORD CT #5 PLOVER WI 54467	1059 Main St PT NENW S32 COM275 FT W COR MAIN&STRONGS E52' S 1/8 LN;W52' N-POB EX E26' SOLD TO ANDRAE ALSO INC 6 INCHES DES 510/75 510/424 Section: 32 Acres: 0.076	\$ 310,600.00	\$ 186.36
24-0832202611 DBGREEN LLC 605 N MAPLE BLUFF CT STEVENS POINT WI 54482-9251	1055 Main St PT NENW S32 T24 R8 COM 422' E NE/C L3 BLK 5 ORIG PLAT TH 68.5' S TO 1/8 LN;E 68.5'N-POB&PT DES 226/ 196 509/1185-ESMT Section: 32 Acres: 0.195	\$ 1,212,900.00	\$ 727.74
24-0832202632 CORDEN J KEALIER ET AL C/O ROSALIND R KEALIER 1111 MINNESOTA AVE STEVENS POINT, WI 54481	1140 Clark St PT OUTLOT 5 COM NW/C CLARK & STRONGS TH W 75.6';TH N 90';TH E 75.6'; TH S 90' TO POB STRONG ELLIS & OTHERS ADD S32 T24 R8 845127 Section: 32 Acres: 0.156	\$ 384,900.00	\$ 230.94

24-0832202633 LARRY RAIKOWSKI SARA RAIKOWSKI 4025 COUNTY ROAD H & O JUNCTION CITY WI 54443	1332 Strongs Ave PT OL 5 COM COR CLARK & STRONGS N 90'TO POB TH N 36';W 75';S 36';E 75' TO POB STRONG ELLIS&OTHERS ADD S32 T24 R8 755423 Section: 32 Acres: 0.062	\$ 174,000.00	\$ 104.40
24-0832202637 AMETHYST MAIN LLC PO BOX 804 ATTN KEATON SCHULTZ STEVENS POINT WI 54481	1137 Main St LOT 2 CSM#3218-11- 176 BNG PRT NENW S32 T24 R8 ESMT-457/524 854062 Section: 32 Acres: 0.050	\$ 194,100.00	\$ 116.46
24-0832202638 EPIC INVESTMENTS LLC PO BOX 804 STEVENS POINT WI 54481-0804	1129 Main St LOT 4 CSM#3227-11- 185 BNG PRT LOT 1 CSM#3207- 11-165 BNG PRT NE NW S32 T24 R8 878651 Section: 32 Acres: 0.076	\$ 223,900.00	\$ 134.34
24-0832202639 BONITA ANN BROWN 1701 CLARK ST STEVENS POINT WI 54481-3002	1125 Main St LOT 1.1 CSM#3227- 11-185 BNG PT L1 CSM#3218- 11-176 BNG PRT NE NW S32 T24 R8 574/528 759033 814187 Section: 32 Acres: 0.057	\$ 150,400.00	\$ 90.24
24-0832202646 TLB PROPERTIES LLC 1720 RIDGEWOOD CIR PLOVER WI 54467	1320 Strongs Ave LOT 3 & OL 2.1 CSM#3218-11-176 BNG PRT NENW S32 T24 R8 & PRT OL5STRONGS ELLIS & OTH DES AS COM NE CRNR OL 5 SE & O; S24'; W75'; N24'; TH E Section: 32 Acres: 0.122	\$ 330,600.00	\$ 198.36
24-0832202652 JAMES E LAABS PATRICIA A LAABS 1026 SECOND ST N STEVENS POINT WI 54481	1035 Main St LOTS 1&2 CSM#5130- 18-155 & A,B & C BNG PRT LOTS 1&2 CSM#3584-12-242 BNG PRT NENW S32 T24 R8& ESMT 577/455 & AGMT-816305 Section: 32 Acres: 0.294	\$ 627,900.00	\$ 376.74
24-0832202653 SENTRY INSURANCE 1800 N POINT DR STEVENS POINT WI 54481	1105 Main St PT NENW S32 T24 R8 BEG SL MAIN 226.08' W WL STRONGS;E63.70';S120.71';W 2.45';S19.29';W61.25'N140' TO POB & OL1 Section: 32 Acres: 0.204	\$ 708,000.00	\$ 424.80
24-0832202703 FABORRS PROPERTIES INC 1257 MAIN ST STEVENS POINT WI 54481	1257 Main St W 12' LOT 2 & ALL LOTS 3 & 4 EX PRT SOLD OFF W SIDE LOT 4 DES 228/339 BLK 29 STRONG ELLIS & OTHERS ADD ESMT-452/172 S32 T24 R8 389/711 Section: 32 Acres: 0.304	\$ 828,900.00	\$ 497.34
24-0832202704 DHL BMO LLC ET AL C/O DB STEVENS POINT LLC 20201 E COUNTRY CLUB DR NO 603 AVENTURA, FL 33180	1245 Main St WLY 5' LOT 4 LOTS 5&6 ELY 39.4' LOT 7 EX W4' FOR ALLEY-S100' LOTS 10&11& W20' LOT 12;E30'LOT12 LOTS 13,14,15,16 BLK29 SE&O ADD EX 327/96 Section: 32 Acres: 1.573	\$ 2,270,300.00	\$ 1,362.18

24-0832202706 COMPASS RENTALS LLC 548 JANICK CIR W STEVENS POINT WI 54481-2406	1201 Main St LOT 1 CSM 6940-25- 163 BNG PRT LOTS 7 8 & 9 BLK 29 STRONG ELLIS & OTHERS ADD & ESMT-428/167 794775 Section: 32 Acres: 0.222	\$ 491,000.00	\$ 294.60
24-0832202707 DHL BMO LLC C/O DB STEVENS POINT LLC 20201 E COUNTRY CLUB DR NO 603 AVENTURA, FL 33180	1323 Strong's Ave COM SW/C LOT 9 BLK 29 SE&O ADD TH E ON 1/8 LN 100';TH N 25';TH W 100' TO STRONGS AVE TH S TO POB PRT LOTS 7,8 & 9 BLK 29 SE&O ADD Section: 32 Acres: 0.057	\$ 18,900.00	\$ 11.34
24-0832202708 DHL BMO LLC C/O DB STEVENS POINT LLC 20201 E COUNTRY CLUB DR NO 603 AVENTURA, FL 33180	1329 Strong's Ave PRTS OF LOTS 10,11 & 12 (50 1/2' X 120')BLK 29 STRONG ELLIS & OTHERS ADD S32 T24 R8 858175;859295 Section: 32 Acres: 0.138	\$ 45,300.00	\$ 27.18
24-0832202718 EXECUTIVE PLACE AT POINT LLC 3266 CAMPSITE DR STEVENS POINT WI 54482-9646	1265 Main St L1 CSM40/41 BNG PRT L2 & ALL LTS 1,17&18 BK 29 SE&O BNG PRT NENW GL2; SUBJ ESMT 470/479;SUBJ RC 609608;687389-90;688657; Section: 32 Acres: 0.607	\$ 3,994,900.00	\$ 2,396.94
24-0832202801 WISCONSIN POSTAL HOLDINGS LLC 75 COLUMBIA AVE CEDARHURST NY 11516-2011	College Ct LOTS 1, 2, 3 ,4, 5 BLK 2 SMITH BRIGGS&PHILLIPS ADD ;EX APPROX S1/2 LOTS 1, 2, 3 SD BLOCK 2 S32 T24 R8 .53A M/L 758428 Section: 32 Acres: 0.530	\$ 186,900.00	\$ 112.14
24-0832202803 JEREMY D ZIMMERMAN LACY J ZIMMERMAN E8763 HOGSBACK RD BARABOO WI 53913	1317 College Ct COM 67' W NW/C LOT 5 BLK 2 SMITH BRIGGS & PHILLIPS W58';S132';E58';N 132' TO BEG BNG PRT N NW S32 T24 R8 877734 Section: 32 Acres: 0.176	\$ 354,300.00	\$ 212.58
24-0832202816 SCHULTZ DOWNTOWN LLC PO BOX 804 STEVENS POINT WI 54481	1308 Main St E 20' LOT 6 & ALL LOT 7 BLK 2 SMITH BRIGGS & PHILLIPS ADD S32 T24 R8 887051 Section: 32 Acres: 0.212	\$ 84,900.00	\$ 50.94
24-0832202817 WISCONSIN POSTAL HOLDINGS LLC 75 COLUMBIA AVE CEDARHURST NY 11516-2011	1320 Main St LOTS 8,9,10 AND APPROX S 1/2 LOTS 1, 2 ,3 ALL IN BLK 2 SMITH BRIGGS & PHILLIPS ADD (ALL OF POST OFFICE BLDG) S32 T24 R8 .68A M/L 712433MURAL Section: 32 Acres: 0.682	\$ 1,143,600.00	\$ 686.16
24-0832202919 OATER LLC 474 SCENIC CIR STEVENS POINT WI 54481-8957	1000 Main St W1/2 OF SOUTH 113' OF LOT 1 BLOCK 29 V BROWN ADD; W LINEBNG CTRLN OF WALL. SUBJ AGMT 80/478845601 Section: 32 Acres: 0.060	\$ 336,200.00	\$ 201.72

24-0832202920 OATER LLC 474 SCENIC CIR STEVENS POINT WI 54481-8957	1008 Main St EAST 23' OF S113' LOT 1 BLOCK 29 V BROWN ADD; E LINE BNG CTRLN OF WALL;SUBJ AGRMT-80/478 845601 Section: 32 Acres: 0.060	\$ 328,900.00	\$ 197.34
24-0832202921 OATER LLC 474 SCENIC CIR STEVENS POINT WI 54481-8957	1016 Main St LOT 2 BLK 29 VAL BROWN ADD EX N 18.81' OF W 43.63' THEREOF; SUBJ TO AGRMT IN 655400 S32 T24 R8 845601 Section: 32 Acres: 0.132	\$ 521,600.00	\$ 312.96
24-0832202922 WELLING PROPERTIES LLC 247 EDGEWOOD RD CUSTER WI 54423	1028 Main St W 40' LOT 3 & S 3' OF W 36' LOT 20 BLK 29 VAL BROWN ADD (CLERK OF COURTS FILE 84CV-397);SUBJ TO AGRMT IN 655400 S32 T24 R8 Section: 32 Acres: 0.124	\$ 377,400.00	\$ 226.44
24-0832202923 IBEX 1040 MAIN STREET LLC 109 COUNTY ROAD E SOUTH STEVENS POINT WI 54481	1040 Main St Lot 1, CSM# 011542 DOC-879035 BNG PRT LOTS 3 & 4 BLK 29 VALENTINE BROWN ADD .061A 884140 Section: 32 Acres: 0.061	\$ 51,700.00	\$ 31.02
24-0832202924 LEON AYERS 1044 MAIN ST STEVENS POINT WI 54481	1044 Main St E 25' OF W 35' LOT 4 BLK 29 V BROWN ADD EX 99.46 X 1.21' AV OFF SE/C 370/424; 592123; 748152;894954TOD Section: 32 Acres: 0.076	\$ 204,700.00	\$ 122.82
24-0832202928 COSMO49 LLC 155 E WILSON ST #503 MADISON WI 53703	1108 Main St E 25' OF W 35' OF LOT 6 BLK 29 VAL BROWN ADD & ESMT DES-788999 BNG PRT NE NW S32 T24 R8 201/586; 211/30;466/1160-1 ESMT; Section: 32 Acres: 0.075	\$ 253,200.00	\$ 151.92
24-0832202931 GUU INC 1140 MAIN ST STEVENS POINT WI 54481	1140 Main St W 1/2 LOT 8 BLK 29 VALENTINE BROWN ADD S32 T2 R8 674/745 805916AGMT;808563AGMT Section: 32 Acres: 0.076	\$ 409,300.00	\$ 245.58
24-0832202932 DAVID L LADICK SURVIVORS TRUST 4517 NICOLET AVE STEVENS POINT WI 54481	1148 Main St LOT 1 CSM#3524-12- 182 BNG PT BLK 29 VALENTINE BROWN ADD & PRT MAIN ST VAC IN 483/649 S32 T24 R8 872269 Section: 32 Acres: 0.088	\$ 262,500.00	\$ 157.50
24-0832202938 1052 MAIN STREET LLC C/O 1052 MAIN STREET 1052 MAIN ST #203 STEVENS POINT, WI 54481	1052 Main St LOT 1 CSM#8880-36- 110 BNG PRT LOTS 4 & 19 BLK 29 VALENT BROWN ADD BNG PRT NENW;ESMT W 8'DES-395/885&6 & VAC MAIN ST AGMT RIGHTS S32 Section: 32 Acres: 0.218	\$ 543,400.00	\$ 326.04

24-0832202939 MBM PROPERTIES LLC 1052 MAIN ST STE #LL6 STEVENS POINT WI 54481	1100 Main St LOT 5.1 CSM#3886- 13-244 BNG PRT BLK 29 VAL BROWN ADD S32 T24 R8 ESMT AGRMT-493/539 872762 Section: 32 Acres: 0.230	\$ 512,900.00	\$ 307.74
24-0832202950 DIVISION MAIN LLC PO BOX 215 PLOVER WI 54467	1200 Main St THAT PRT BLKS 29, 30,31 & 32 & VAC UNION ST & COLLEGE AVE VAL BROWN ADD LOCATED IN NE NW S32 T24 R8 DES IN 457/1087-89 885903 Section: 32 Acres: 2.410	\$ 2,523,200.00	\$ 1,513.92
24-0832202963 SCHERTZ PROPERTIES LLC 2220 MAPLEWOOD DR PLOVER WI 54467-3104	Third St THAT PRT LOTS 1,2, 21 & 22 BLK 29 VALENTINE BROWN ADD DES 706813;SUBJ TO DEED REST DES 706813 S32 T24 R8 706813 Section: 32 Acres: 0.045	\$ 8,200.00	\$ 4.92
24-0832202970 HOTELS OF AMERICA LLC DBA COBBLESTONE HOTEL 980 AMERICAN DR NEENAH WI 54956	1117 Centerpoint Dr LOT 1 CSM#10818-49 -98 BNG PRT NENW & PRT VALENTINE BROWNS ADD S32 T24 R8 .62A 776836RC 820768 Section: 32 Acres: 0.620	\$ 6,321,100.00	\$ 3,792.66
24-0832202975 THE OPERA HOUSE LLC PO BOX 1004 STEVENS POINT WI 54481	1124 Main St LOT 1 CSM#011409 DOC-866837 AND E24' LOT 7 ALL BLK 29 VALENTINE BROWN ADD; ESMTS 386661 & 315928 & SUBJ TOESMT-788999 .360A (867366) Section: 32 Acres: 0.360	\$ 416,900.00	\$ 250.14
24-0832203137 PENGUIN PROPERTIES LLC PO BOX 1004 STEVENS POINT WI 54481	1324 Centerpoint Dr LOT 1 CSM#2831-10- 89 BNG PRT BLK 3 SMITH BRIGGS & PHILLIPS ADD S32 T24 R8 816940;817142 Section: 32 Acres: 0.226	\$ 365,300.00	\$ 219.18
24-0832203139 PENGUIN PROPERTIES LLC PO BOX 1004 STEVENS POINT WI 54481	1300 College Ct LOT 1 CSM#3344-12- 2 BNG PRT LOT 6 BLK 3 SMITH BRIGGS & PHILLIPS BNG PRT NE NW S32 T24 R8 856612;857250 Section: 32 Acres: 0.348	\$ 314,800.00	\$ 188.88
24-0832300264 PIXELLE ANDROSCOGGIN LLC 228 S MAIN ST SPRING GROVE PA 17362-1000	Arlington Pl PRT LOT 1 CSM#10720-48-150 LYG N ARLINGTON PL ROW DES-847685BNG PRT GOV LOT 2 S32 T24 R8 858200AGMT.779A 858199;858715NMCHG Section: 32 Acres: 0.779	\$ 45,600.00	\$ 27.36
Total properties listed: 132 Total acres and values by class: G2		\$ 88,623,800.00	\$ 53,174.28

Appendix E: List of Properties in Downtown BID and Not Subject to BID Assessment

KEY:
Residential
Tax Exempt Property

Parcel ID #	Physical Property Address	Owner
281240832202020	0 ARLINGTON PL STEVENS POINT WI 54481	PORTAGE COUNTY
281240832201931	1466 WATER ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202021	1016 ARLINGTON PL STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202018	1475 WATER ST STEVENS POINT WI 54481	PORTAGE COUNTY HISTORICAL SOCIETY INC
281240832202048	0 WATER ST STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202013	1455 WATER ST STEVENS POINT WI 54481	PORTAGE COUNTY
281240832201935	0 WATER ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202030	0 STRONGS AVE STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202031	1101 ELLIS ST STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202038	0 ELLIS ST STEVENS POINT WI 54481	WISCONSIN TELEPHONE COMPANY
281240832101507	1508 ELLIS ST STEVENS POINT WI 54481	TRINITY LUTHERAN CHURCH OF STEVENS POINT
281240832101506	1500 ELLIS ST STEVENS POINT WI 54481	TRINITY LUTHERAN CHURCH OF STEVENS POINT
281240832202006	0 THIRD ST STEVENS POINT WI 54481	STEVENS POINT AREA PUBLIC SCHOOLS
281240832101504	1409 PINE ST STEVENS POINT WI 54481	TRINITY LUTHERAN CHURCH OF STEVENS POINT
281240832202401	1249 CLARK ST STEVENS POINT WI 54481	ADA A SANDERS
281240832201411	0 SECOND ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832292709	0 CLARK ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832100623	1532 CLARK ST STEVENS POINT WI 54481	AUSTIN LAMB
281240832100624	1540 CLARK ST STEVENS POINT WI 54481	TRAVIS J KORNOWSKI
281240832100616	1408 CLARK ST STEVENS POINT WI 54481	ALEXANDER G BURNETT

281240832100617	1416 CLARK ST STEVENS POINT WI 54481	JOHN R HARTMAN
281240832100620	1508 CLARK ST STEVENS POINT WI 54481	MICHAEL WILLIAMS
281240832100602	1517 MAIN ST STEVENS POINT WI 54481	HOMETOWN INVESTMENTS ON MAIN LLC
281240832201208	0 CLARK ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832101611	0 CENTERPOINT DR STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832201604	800 MAIN ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832101610	0 CENTERPOINT DR STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832100513	0 SMITH ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202802	0 COLLEGE CT STEVENS POINT WI 54481	FRAME MEMORIAL PRESBYTERIAN CHURCH
281240832203138	0 COLLEGE CT STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202961	1101 CENTERPOINT DR STEVENS POINT WI 54481	CENTER POINT MALL CORPORATION
281240832203128	1108 SMITH ST STEVENS POINT WI 54481	GLORIA F SCHULTZ
281240832203103	1309 BRIGGS CT STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832203101	1100 SMITH ST STEVENS POINT WI 54481	STEVEN P LASZINSKI
281240832200115	1035 UNION ST STEVENS POINT WI 54481	PATRICIA HERMAN
281240832200126	1336 BRIGGS CT STEVENS POINT WI 54481	DIRK A GUNDERSON
281240832200113	1017 UNION ST STEVENS POINT WI 54481	DANIEL KIEFFER
281240832200112	1009 UNION ST STEVENS POINT WI 54481	IAN HARRIS
281240832200130	1016 SMITH ST STEVENS POINT WI 54481	DAVID G KEEFE TRUST
281240832200709	0 PORTAGE ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832200708	0 PORTAGE ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832200707	0 PORTAGE ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832200706	617 PORTAGE ST STEVENS POINT WI 54481	ROBERT C SKIERKA
281240832200705	625 PORTAGE ST STEVENS POINT WI 54481	JAY L DORRLER
281240832200704	633 PORTAGE ST STEVENS POINT WI 54481	NATHAN D SANDWICK
281240832200703	641 PORTAGE ST STEVENS POINT WI 54481	RICHARD & CYNTHIA
281240832200702	649 PORTAGE ST STEVENS POINT WI 54481	DOUGLAS A BARSNESS REVOCTRS

281240832200701	657 PORTAGE ST STEVENS POINT WI 54481	SCOTT SCHARENBROCH
281240832200602	1020 FIRST ST STEVENS POINT WI 54481	PIONEER POINT LLC
281240832200605	701 PORTAGE ST STEVENS POINT WI 54481	JOEL A TOWEY
281240832200109	1225 PORTAGE ST STEVENS POINT WI 54481	J GAVIN PROPERTIES LLC
281240832200107	1241 PORTAGE ST STEVENS POINT WI 54481	GREGORY J SCHWEIGER
281240832200105	1257 PORTAGE ST STEVENS POINT WI 54481	BETTY J PALLAN
281240832200103	1309 PORTAGE ST STEVENS POINT WI 54481	JENNA M LEWANDOWSKI
281240832200101	1325 PORTAGE ST STEVENS POINT WI 54481	MARGARET LASZINSKI
281240832201911	924 ARLINGTON PL STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832201912	0 WATER ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202019	1479 WATER ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202022	1024 ARLINGTON PL STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202017	0 WATER ST STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202033	0 WATER ST STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202015	0 WATER ST STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202014	1459 WATER ST STEVENS POINT WI 54481	PORTAGE COUNTY
281240832201933	1450 WATER ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202052	1462 STRONGS AVE STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202053	1039 ELLIS ST STEVENS POINT WI 54481	PORTAGE COUNTY
281240832202039	0 ELLIS ST STEVENS POINT WI 54481	WISCONSIN TELEPHONE COMPANY
281240832201930	0 SECOND ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202040	0 ELLIS ST STEVENS POINT WI 54481	WISCONSIN TELEPHONE COMPANY
281240832202041	0 ELLIS ST STEVENS POINT WI 54481	WISCONSIN TELEPHONE COMPANY
281240832201926	0 THIRD ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832201905	0 SECOND ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832101510	1410 ROGERS ST STEVENS POINT WI 54481	TRINITY LUTHERAN CHURCH OF STEVENS POINT
281240832202002	1045 CLARK ST STEVENS POINT WI 54481	WISCONSIN TELEPHONE COMPANY
281240832202003	1025 CLARK ST STEVENS POINT WI 54481	STEVENS POINT AREA PUBLIC SCHOOLS

281240832202004	1009 CLARK ST STEVENS POINT WI 54481	DIVINE WORD EVANGELICAL LUTHERAN CHURCH
281240832201307	0 CLARK ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832201306	0 WATER ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240831100599	WEST CLARK ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202629	0 CLARK ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832100618	1424 CLARK ST STEVENS POINT WI 54481	JOSEPH D DEBAUCHE
281240832100619	1500 CLARK ST STEVENS POINT WI 54481	MICHAEL P VEUM
281240832100621	1516 CLARK ST STEVENS POINT WI 54481	DAWN M CROW
281240832202630	1132 CLARK ST STEVENS POINT WI 54481	ELKS LODGE #641
281240832100622	1524 CLARK ST STEVENS POINT WI 54481	SHELLI A DUBAY-RUSSELL
281240832100625	1310 ROGERS ST STEVENS POINT WI 54481	FREDERICK A STEFFEN
281240832202651	1001 MAIN ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832100603	1501 MAIN ST STEVENS POINT WI 54481	ROBERT J JEAN
281240832201220	0 MAIN ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832201523	0 MAIN ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202815	1300 MAIN ST STEVENS POINT WI 54481	FRAME MEMORIAL PRESBYTERIAN CHURCH OF ST PT
281240832209999	0 MAIN ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202814	0 MAIN ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832100512	1416 MAIN ST STEVENS POINT WI 54481	GAUDENCIA WORZALLA
281240832202967	0 THIRD ST STEVENS POINT WI 54481	REDEVELOPMENT AUTHORITY OF CITY OF STEVENS POINT
281240832201111	0 MAIN ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202818	0 CHURCH ST STEVENS POINT WI 54481	REDEVELOPMENT AUTHORITY OF CITY OF STEVENS POINT
281240832202804	0 COLLEGE AVE STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832201112	0 CROSBY AVE STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202969	0 MAIN ST STEVENS POINT WI 54481	REDEVELOPMENT AUTHORITY OF CITY OF STEVENS POINT
281240832202972	0 STRONGS AVE STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202971	0 THIRD ST STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832202964	1001 CENTERPOINT DR STEVENS POINT WI 54481	MID-STATE TECH COLLEGE DISTRICT
281240832203102	1317 BRIGGS CT STEVENS POINT WI 54481	CITY OF STEVENS POINT
2.81241E+14	1328 BRIGGS CT STEVENS POINT WI 54481	DAVID A WORLEY

281240832200911	1111 CROSBY AVE STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832200134	1026 SMITH ST STEVENS POINT WI 54481	DAVID L SCHLEIHS
281240832200712	1017 CROSBY AVE STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832200136	1300 BRIGGS CT STEVENS POINT WI 54481	STEVENS POINT HOUSING AUTHORITY
281240832200506	0 CENTERPOINT DR STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832200502	801 PORTAGE ST STEVENS POINT WI 54481	GUYMAR PROPERTIES LLC
281240832200108	1233 PORTAGE ST STEVENS POINT WI 54481	ANDREW KRUEGER
281240832200106	1249 PORTAGE ST STEVENS POINT WI 54481	RONALD WAYNE PETERSON
281240832200104	1301 PORTAGE ST STEVENS POINT WI 54481	BETTY J PALLEN
281240832200135	1317 PORTAGE ST STEVENS POINT WI 54481	KAR2 LLC
281240832200805	1200 CROSBY AVE STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240830402204	0 CROSBY AVE STEVENS POINT WI 54481	CITY OF STEVENS POINT
281240832100711	1417 CHURCH ST STEVENS POINT WI 54481	POINT PARADISE FAMILY LP
281240832100710	0 CLARK ST STEVENS POINT WI 54481	ST STEPHEN'S CONGREGATION
281240832100709	1401 CLARK ST STEVENS POINT WI 54481	ST STEPHEN PARISH
281240832200423		REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT
281240832200421		REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT
281240832200420		REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT
281240832202974		REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT
281240832201530	0 CROSBY AVE STEVENS POINT WI 54481	REDEVELOPMENT AUTHORITY OF CITY OF STEVENS POINT
281240832200425		REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT
281240832200424	1009 SECOND ST STEVENS POINT WI 54481	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Appendix F: 2024 Business Improvement District Budget

2024 Business Improvement District Budget				
Revenue		2023	2024	Change
BID Assessments		\$ -	\$ 53,174.28	\$ 53,174.28
CoSP Subsidy		\$ 70,000.00	\$ 35,000.00	\$ (35,000.00)
Carry Over from Prior Year			\$ 30,000.00	\$ 30,000.00
Interest Income		\$ -	\$ -	\$ -
Total Revenue		\$ 70,000.00	\$ 118,174.28	\$ 48,174.28
Expenses				
Downtown Manager Salary		\$ -	\$ 50,000.00	\$ 50,000.00
Employee Health		\$ -	\$ 25,061.00	\$ 25,061.00
Employee Life Insurance		\$ -	\$ 48.00	\$ 48.00
Wis Retirement		\$ -	\$ 3,450.00	\$ 3,450.00
Workers Comp		\$ -	\$ 50.00	\$ 50.00
Social Sec		\$ -	\$ 3,825.00	\$ 3,825.00
Office Lease		\$ -	\$ -	\$ -
Software Programs		\$ -	\$ 810.00	\$ 810.00
Computer		\$ -	\$ 2,700.00	\$ 2,700.00
Cellphone Costs		\$ -	\$ 540.00	\$ 540.00
Internet & Utilities		\$ -	\$ -	\$ -
Office Supplies		\$ -	\$ 680.00	\$ 680.00
		\$ -		\$ -
Conference Costs		\$ -	\$ 1,200.00	\$ 1,200.00
Membership Dues		\$ -	\$ 500.00	\$ 500.00
Misc. Expenses		\$ -	\$ 500.00	\$ 500.00
Public Space Enhancement		\$ -	\$ 10,000.00	\$ 10,000.00
Marketing		\$ -	\$ 2,500.00	\$ 2,500.00
Vacant Business Grant		\$ -	\$ 6,000.00	\$ 6,000.00
Event Sponsorships		\$ -	\$ -	\$ -
Transfer to BID Savings		\$ -	\$ 10,310.28	
		\$ -	\$ 107,864.00	\$ 107,864.00
Total Expenses			\$ 118,174.28	

Appendix G: Resolution Adopting Operating Plan & Special Assessment Levy for the Downtown Business Improvement District

RESOLUTION

A Resolution approving the Downtown Business Improvement District 2024 Operating Plan and 2023 Special Assessment Levy

WHEREAS, the City of Stevens Point established a Business Improvement District pursuant to Wisconsin Statute Section 66.1109 in December 2022; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) requires the Downtown Business Improvement District Board of Directors to annually submit its operating plan to the Common Council of the City of Stevens Point for approval; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) further requires any change to the special assessment method applicable to the Downtown Business Improvement District to be approved by the Common Council of the City of Stevens Point after said governing body holds a public hearing; and,

WHEREAS, a Notice of Public Hearing was published on October 27th, 2023 and November 3rd, 2023 in the *Portage County Gazette*. Additionally, each property within the Downtown Business Improvement District was notified through US Postal Service mail of said public hearing; and,

NOW THEREFORE, that the Common Council of the City of Stevens Point, Portage County, Wisconsin, at a meeting held on the 20th of November, 2023, with a quorum being present, did resolve as follows:

BE IT RESOLVED, that the Common Council of the City of Stevens Point does hereby approve the 2024 Downtown Business Improvement District Operating Plan and hereby levies the special assessments contained in the plan as attached in **Appendix D** of said Operating Plan.

PASSED AND ADOPTED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, this 20th day of November, 2023.

Mike Wiza, Mayor

ATTEST: _____

Kari Yenter, City Clerk

Drafted by: R. Kernosky
Director of Community Development
Dated October 6, 2023
Approved:

RESOLUTION

A Resolution approving the Downtown Business Improvement District 2024 Operating Plan and 2023 Special Assessment Levy

WHEREAS, the City of Stevens Point established a Business Improvement District pursuant to Wisconsin Statute Section 66.1109 in December 2022; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) requires the Downtown Business Improvement District Board of Directors to annually submit its operating plan to the Common Council of the City of Stevens Point for approval; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) further requires any change to the special assessment method applicable to the Downtown Business Improvement District to be approved by the Common Council of the City of Stevens Point after said governing body holds a public hearing; and,

WHEREAS, a Notice of Public Hearing was published on October 27th, 2023 and November 3rd, 2023 in the *Portage County Gazette*. Additionally, each property within the Downtown Business Improvement District was notified through US Postal Service mail of said public hearing; and,

NOW THEREFORE, that the Common Council of the City of Stevens Point, Portage County, Wisconsin, at a meeting held on the 20th of November, 2023, with a quorum being present, did resolve as follows:

BE IT RESOLVED, that the Common Council of the City of Stevens Point does hereby approve the 2024 Downtown Business Improvement District Operating Plan and hereby levies the special assessments contained in the plan as attached in **Appendix D** of said Operating Plan.

PASSED AND ADOPTED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, this 20th day of November, 2023.

Mike Wiza, Mayor

ATTEST: _____

Kari Yenter, City Clerk

Drafted by: R. Kernosky
Director of Community Development
Dated October 6, 2023
Approved: November 20, 2023

RESOLUTION

[AMEND CITY COMPREHENSIVE PLAN – UNADDRESSED PARCEL NEAR WEST HARDING AVENUE – AMEND FUTURE LAND USE DESIGNATION FROM ‘NOT DEVELOPABLE / RESTRICTIVE OWNERSHIP’ TO ‘RESIDENTIAL’]

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, an unaddressed parcel near West Harding Avenue (**Parcel ID 281240831100139**) and described as LOT 2-A CSM 6/186 BNG PRT SWNE S31 T24 R8 (OL 1 JR MCDONALD ADD) .12A 849534, City of Stevens Point, Portage County, Wisconsin, is hereby approved to amend the City of Stevens Point Comprehensive Plan for the purpose of amending the future land use designation of the subject parcel from ‘Not Developable / Restrictive Ownership’ to ‘Residential.’

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 6, 2023
Adopted: November 20, 2023

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[UNADDRESSED PARCEL NEAR WEST HARDING AVENUE – REZONE FROM ‘C’ CONSERVANCY DISTRICT TO ‘R-2’ SINGLE-FAMILY RESIDENCE DISTRICT]

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, an unaddressed parcel near West Harding Avenue **(Parcel ID 281240831100139)** and described as LOT 2-A CSM 6/186 BNG PRT SWNE S31 T24 R8 (OL 1 JR MCDONALD ADD) .12A 849534, City of Stevens Point, Portage County, Wisconsin, is hereby approved to rezone the subject parcel from the "C" Conservancy District to the "R-2" Single-Family Residence District.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 6, 2023
Adopted: November 20, 2023

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – UNADDRESSED PARCEL OFF OF NORTH POINT DRIVE – INSTALL GROUND-MOUNTED SOLAR ARRAY USING LESSER STREET SETBACKS]

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, an unaddressed parcel along North Point Drive (**Parcel ID 281240828210001**) and described as W 330' OF NENW & N15 ACRES OF E 30 ACRES OF NENW EXC N 33' S28 T24 R8 418/317 426/72 648/469 685/488 586604 ANNEXED, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to install a ground-mounted solar array utilizing lesser street setback requirements, subject to the following conditions:

1. A building permit shall be obtained prior to the start of development.
2. Minor modifications to the plan may be approved by City staff.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 6, 2023
Adopted: November 20, 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 – Minimum Size Standards for
Mobile Homes]**

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

SECTION I: That the following within Section 23.01(14)(g) of the Zoning Code of the
Revised Municipal Code of the City of Stevens Point shall be amended as follows:

Sec. 23.01(14) *General Standards*

- g) *Floor Area. One family dwellings shall have a minimum gross
floor area of 900 square feet per unit, except mobile homes
shall have a minimum of ~~720~~ **400** square feet per unit.*

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 6, 2023
Adopted: November 20, 2023

Drafted By: Adam Kuhn
Return To: City Clerk

RESOLUTION

[SIGN VARIANCE – INSTALL MONUMENT SIGN – 5200 COYE DRIVE AND AN UNADDRESSED PARCEL OFF OF COYE DRIVE]

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 5200 Coye Drive **(Parcel ID 281230802200044)** and an unaddressed parcel off of Coye Drive **(Parcel ID 281230802200021)**. The parcel located at 5200 Coye Drive is described as LOT 1 CSM#3338-11-296 & LOT 1 CSM#4830-17-85 BNG PRT NENW S2 T23 R8 14.180A 334915;449376, City of Stevens Point, Portage County, Wisconsin. The unaddressed parcel off of Coye Drive is described as OUTLOT 1 CSM 17/85 BNG PRT NE NW S2 T23 R8 .13A 562/684, City of Stevens Point, Portage County, Wisconsin. Both parcels are hereby granted a sign variance to install a monument sign, subject to the following conditions:

1. A sign permit shall be obtained prior to sign installation.
2. Staff shall have the ability to approve minor amendments to the approved sign.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 6, 2023
Adopted: November 20, 2023

Drafted by: Adam Kuhn
Return to: City Clerk

**WAYPOINT SIGN
EASEMENT**

Document Number

Document Title

Pursuant to the terms of this easement agreement (the "Easement Agreement"), Donaldson Company, Inc., a Delaware corporation ("Grantor"), grants, sets over, and gives unto the City of Stevens Point, Wisconsin, a municipal corporation ("Grantee"), a permanent easement, over and across the following described real estate for the purpose of constructing, installing, operating, improving, repairing, and maintaining a waypoint sign (the "Sign") and all related appurtenances to such Sign, on the following conditions: (i) the Sign shall be installed in accordance with the signage drawing attached hereto as Exhibit B and prior to installation of the Sign all site preparation shall be approved by Grantor, in its reasonable discretion, (ii) Grantee shall have obtained all necessary state and local governmental approvals and delivered evidence of the same to Grantor prior to installation of the Sign, and (iii) the Sign shall be used solely for purposes of identifying the City of Stevens Point, the Stevens Point Industrial Park, Mid-State Technical College (the "College"), and the affairs of these organizations. Said easement shall cover a portion of the real estate owned by Grantor, which is legally described as:

That part of Lot 1 of Portage County Certified Survey Map Number 3338-11-296, located in the Fractional Northeast Quarter of the Northwest Quarter of Section 2, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin (the "Grantor's Property"). The Sign shall be located within the following area of the Grantor's Property (the "Easement Area"):

Commencing at the west quarter corner of said Section 2; thence North 00 degrees 36 minutes 48 seconds West along the west line of said Northwest Quarter of Section 2 a distance of 1,351.32 feet; thence North 89 degrees 23 minutes 12 seconds East 2,571.32 feet to the point of beginning; thence northwesterly along the northerly right of way line of Coye Drive 30.82 feet along the arc of a 60.00 foot radius curve, not tangent with the last described course, center to the south, the chord bears North 17 degrees 40 minutes 05 seconds West 30.49 feet; thence North 89 degrees 34 minutes 35 seconds East 14.92 feet to the west right of way line of U.S.H. 51 and I-39; thence South 00 degrees 40 minutes 13 seconds East along said west right of way line 29.12 feet to the north right of way line of Coye Drive; thence South 89 degrees 34 minutes 35 seconds West along said north right of way line 6.01 feet to the point of beginning and there terminating as depicted on the attached Exhibit 'A'.

The Easement Area contains 0.006 acres (264 square feet).

The grant of this easement herein contained shall also include the right of reasonable access to the Easement Area as necessary for purposes of installing and maintaining the Sign; provided, however, that Grantee's access across the Grantor's Property shall not interfere with any improvements, use or activities on the Grantor's Property, nor shall Grantee have the right to use any other portion of Grantor's Property for any purposes other than reasonable access to the Easement Area. Grantor agrees not to construct or place any improvement over the Easement Area which interferes with the Grantee's use of the same., however, Grantor reserves the right to enjoy the use of the Easement Area for all purposes not inconsistent with and which do not interfere with Grantee's use of the Easement Area. Grantee shall be solely responsible for all expenses incurred in erecting and maintaining the Sign, including upkeep of any landscaping associated with the Sign. Grantee shall indemnify and hold harmless Grantor with respect to such expenses, and from and against any and all claims, demands, fines, costs and liabilities as a result of Grantee's performance or non-performance of its obligations under this Easement Agreement. Grantee covenants that the Sign will be maintained in an attractive and up-kept manner. Grantee shall be obligated to restore the ground in a reasonable manner after erecting the Sign. Grantee agrees that it will maintain, and require all of its contractors and agents performing work thereon to maintain, adequate public liability and other insurance with a financially sound insurance company duly authorized to conduct business in the state of Wisconsin, and, upon request to furnish Grantor with a certificate of insurance properly executed by the Grantee's insurance company evidencing such fact.

This Easement Agreement shall terminate and revert to Grantor, or its successors and assigns if the Sign is permanently removed by Grantee. Additionally, if Grantee breaches any provision of this Easement Agreement and fails to cure such breach within fifteen (15) business days after written notice from Grantor, then such event shall be deemed to be a "Default", and Grantor shall be entitled to any and all remedies, legal or equitable, which may be available including, without limitation, specific performance, the right to terminate this Easement Agreement, and the right to cure any Default. Notwithstanding the foregoing, Grantor agrees, as long as any Default by Grantee does not materially or adversely affect Grantor's Property, then Grantor will not elect to terminate this Easement Agreement if Grantee promptly commences to cure any Default and completes the cure of such Default within sixty (60) days after the occurrence of such Default. In the event of a Default, Grantee shall indemnify Grantor for losses or damages, including reasonable attorneys' fees, arising from such Default and shall reimburse the non-breaching party for its out-of-pocket expenses, including reasonable attorneys' fees, in curing such Default, excluding any punitive or special damages. All such remedies, including those set forth in this Easement Agreement, shall be cumulative.

This instrument and the covenants and agreements contained herein are binding upon the Grantor, its personal and legal representatives, successors, heirs, and assigns, and inures to the benefit of the Grantee, however, Grantee shall not have any right to assign its rights under this easement or allow any third party to use the Sign or identify any parties on the Sign, other than the City and College. This easement shall run with the land.

Return to:
City of Stevens Point
City Clerk
1515 Strongs Avenue
Stevens Point WI 54481

PARCEL ID NUMBER:
281-2308-02-2004-44

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed on the dates set forth below.

GRANTOR:
DONALDSON COMPANY, INC.

By: [Signature]
Tom Scalf
President Enterprise Operations

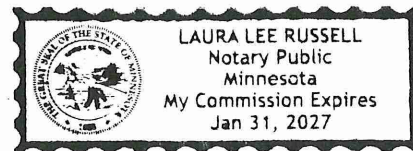
Attest: [Signature]
Ted Oien
Corporate Real Estate Planning Analyst

STATE OF Minnesota)
COUNTY OF Hennepin)

Personally came before me this 17 day of October, 2023, the above named Tom Scalf, President Enterprise Operations, and Ted Oien, Corporate Real Estate Planning Analyst, to me known to be such officers who for and on behalf of said Donaldson Company, Inc., executed the foregoing instrument and acknowledged the same.

Laura Russell

Notary Public, State of Minnesota
My Commission expires: 1/31/2027



GRANTEE:
CITY OF STEVENS POINT, WISCONSIN.

By: _____
Mike Wiza
Mayor

Attest: _____
Kari Yenter
City Clerk

STATE OF _____)
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above named Mike Wiza, Mayor, and Kari Yenter, City Clerk, to me known to be such officer who for and on behalf of said City of Stevens Point, Wisconsin, executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires: _____

This Instrument Drafted By:
Andrew Beveridge, City Attorney
City of Stevens Point
1515 Strongs Ave
Stevens Point, WI 54481

Sign Specifications: Industrial Park Monument Sign (Sign Type M1)

Internally Illuminated (LED)
Double Sided Post & Panel Sign
with Electronic Message Center

- 1 **Posts:**
1'-8" square aluminum posts
with clad pole covers (Alpolc metal composite
material, wood grain, all 4 sides clad)
- 2 **Sign Face Frame:**
4" X 4" square aluminum tube painted (black)
- 3 **Sign Face:**
Aluminum sign cabinet with routed graphics and
in-filled with push-through white acrylic,
illuminated with internal LED strips
- 4 **LED message board (TBD)**

ALL exposed edges and surfaces are to be
painted with Matthews Polyurethane Satin
Paint and coated with a semi-gloss UV clear
coat in compliance with Matthews Paint's
recommended standard.

NOTE:
To protect against galvanic corrosion when
combining steel and aluminum elements, use
rubber gaskets or barriers to insulate contact.
Painting of metallic surfaces is not an approved
alternative.
All product specifications are recommended for
performance and quality but may be substituted
with approved equals.

Colors:

	PANTONE 202C
	Alpolc metal composite material
	White
	Black

SCALE: 1/2" = 1'-0"

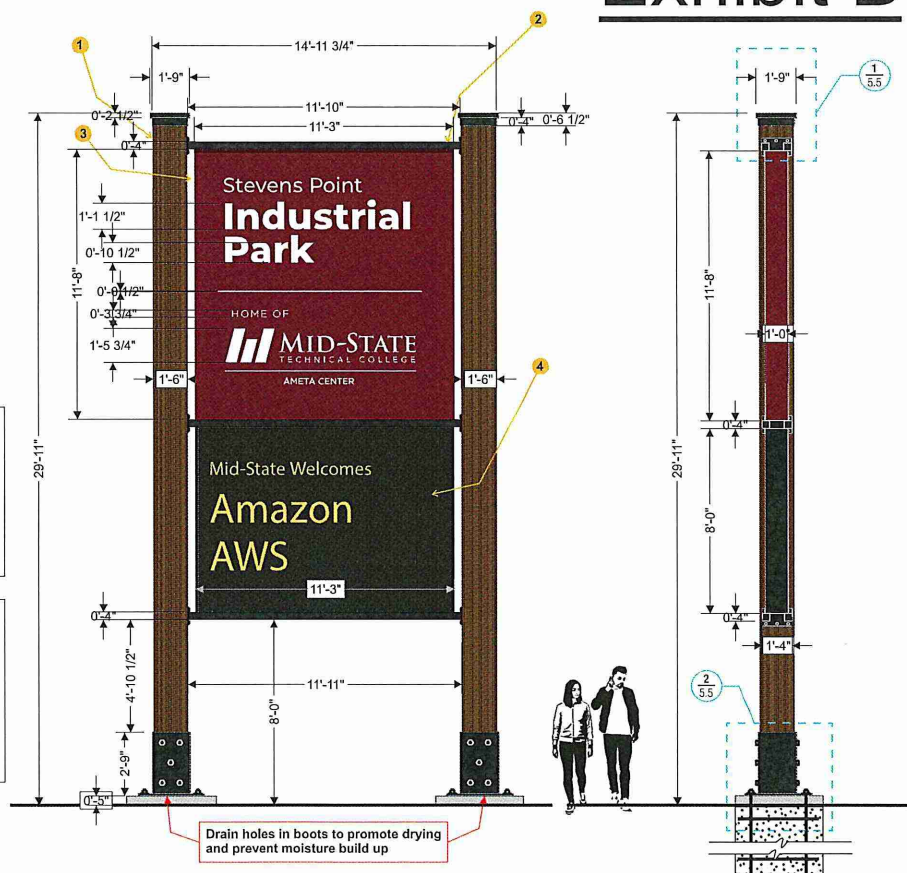


Exhibit B

CUSTOMER INFORMATION

Customer: City of Stevens Point

Address: Stevens Point, WI

Sales: Jesse Yungner

DRAWING INFORMATION

File Name: Stevens Point
Monument Sign M1
City Wayfinding Signs
REV B 6-16-23

Date: REV A 5-12-23

Revisions: REV B 6-16-23

Scale: 1/4" = 1'-0" at 11" x 17"

Page: 1 of 2

Designer: Jenna Welke

Customer/
LL Approval:

SignArt Company

Eau Claire, WI
715-834-5127
800-235-5178

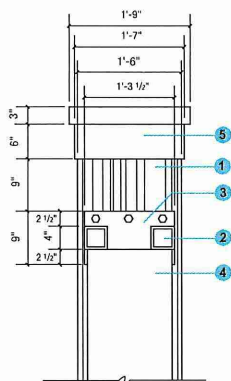
St. Paul, MN
651-688-0563
800-699-0563

www.signartusa.com



This drawing was created to assist you in visualizing
our proposal. It is the property of Sign Art Company
and may not be used or reproduced by others.

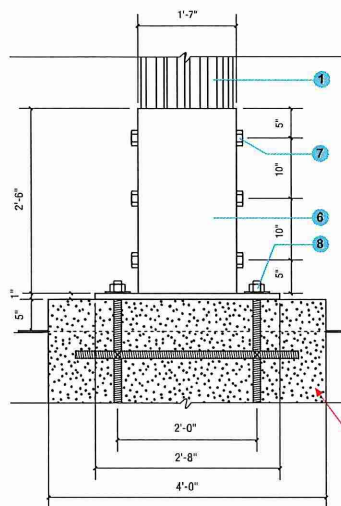
- 1 #2 or better red cedar posts with all four sides sanded. Apply semi-transparent oil-based stain.
- 2 Square aluminum tube welded to mounting plate painted (black)
- 3 Bracket mounting plate.
- 4 Fabricated aluminum cabinet with routed graphics. In-fill with white acrylic. Internal LED illumination.
- 5 Fabricated aluminum post cap.
- 6 Fabricated aluminum post boot and mounting plate.
- 7 Through bolts
- 8 Footing mounting bolts



1 Detail - M1
Scale: 3/4"=1'-0"

SCALE: 3/4" = 1'-0"

Exhibit B



2 Detail - M1
Scale: 3/4"=1'-0"

3500 psi concrete foundation. Sign Contractor shall confirm structural design prior to installation, certified by a licensed engineer. Concrete shall be macro fiber or bar reinforced when used for structural support such as for anchors holding down signs, and should be doweled into the surrounding sidewalk as necessary to prevent overturning due to wind. If Macro Fiber is used, it shall be dosed at the manufacturer's recommended dosage per cubic yard.

Customer: City of Stevens Point

Address: Stevens Point, WI

Sales: Jesse Yungner

DRAWING INFORMATION

File Name: Stevens Point
Monument Sign M1
City Wayfinding Signs
REV B 6-16-23

Date: REV A 5-12-23

Revisions: REV B 6-16-23

Scale: 3/4" = 1'-0" at 11" x 17"

Page: 2 of 2

Designer: Jenna Welke

Customer/
LL Approval:



SignArt Company

Eau Claire, WI
715-834-5127
800-235-5178

St. Paul, MN
651-688-0563
800-699-0563

www.signartusa.com



This drawing was created to assist you in visualizing our proposal. It is the property of Sign Art Company and may not be used or reproduced by others.

EXHIBIT 'A'

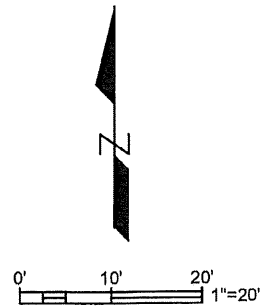
PRELIMINARY

281-2308-02-2000-44
5200 COYE DR
DONALDSON COMPANY
P O BOX 1299
MINNEAPOLIS MN 55440-1299

LOT 1-CSM #3338-11-296

BASIS FOR BEARING

THE BEARINGS HEREIN ARE REFERENCE TO WISCONSIN COUNTY COORDINATE SYSTEM-PORTAGE COUNTY-NAD 1983. THE WEST LINE OF THE NORTHWEST QUARTER SECTION 2 BEARS N00°36'48"W.



OUTLOT 1-CSM #4830-17-85

WAYPOINT SIGN
EASEMENT
264 SQ.FT.
0.006 ACRES

PROPOSED SIGN

HYD.

N89°23'12"E

2571.32'

P.O.B.

S89°34'35"W, 6.01'

WATER VALVE
(TYP.)

BITUMINOUS
PAVEMENT

COYE DRIVE

MANHOLE

GRAVEL SHOULDER

SIGN

POWER
POLE

R/W

ELECTRIC
PEDESTAL

P.O.C.
WEST QUARTER
CORNER, SECTION
2, T.23N., R.8E.

HARRISON
MON. FD.

1351.32'
W. LINE NW SEC. 2
N00°36'48"W

VARIES

FENCE

2"IP FD.

U.S.H. 51 & 1-39

CURVE DATA

CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT BEARING	TANGENT BEARING
C1	30.82'	60.00'	029°26'04"	S17°40'05"E	30.49'	S32°23'07"E	S02°57'03"E



TO: City Planning Commission

FROM: Ryan Kernosky, Director of Community Development

DATE: November 6, 2023

RE: **Request from Wisconsin Public Service for a Gas Service Easement on Parcel 281240823230001 (City Airport)**

Wisconsin Public Service (WPS) has submitted a request for a 12' wide easement on the City's Airport for a new gas service on the southwest portion of the property. The proposed easement would run from Hwy-66 east along the northside of existing hangers.

Consistent with State Stats. 66.23(5) it's required for this body to consider the proposed easement. City Airport staff have reviewed the attached agreement and do not have any concerns.

Staff recommends approval as presented.



8/28/2023

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

**CITY OF STEVENS POINT
PO BOX 243
STEVENS POINT, WI 54481**

Dear Customer:

Wisconsin Public Service Corporation recently received a request to upgrade or provide new *gas service* at *614 Falcon Taxiway City of Stevens Point County of Portage, State of Wisconsin*. This request will require new or upgraded facilities to be installed on property that you own at *Stevens Point Municipal Airport on State Highway 66 in the City of Stevens Point County of Portage, State of Wisconsin* in locations shown on the attached easement which, when executed, would grant us the right to install and maintain the necessary facilities.

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow Wisconsin Public Service Corporation to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a Notary Public.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return one of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **3375308**.

Lydia Janssen- Right of Way Agent
Wisconsin Public Service Corporation
(920) 433-5578
Lydia.Janssen@wecenergygroup.com
Enclosed

3311438

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **CITY OF STEVENS POINT** ("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 Lot 1 of Certified Survey Map No. 10340 Recorded in the Portage County Register of Deeds Volume 46 of Certified Survey Maps on Page 70 as Document 721619; being part of The Southeast Quarter of the Southwest Quarter (SE 1/4 – SW 1/4) of Section 22 Township 24 N, Range 8 E in the **City of Stevens Point, County of Portage, 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

Tax Parcel Identification Number (PIN)

281240823230001

- Purpose: GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, 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.
- 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.
- 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.
- 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.
- 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

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE _____)
OF _____)

SS

COUNTY _____)
OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the
above-named _____ CITY OF STEVENS
POINT, 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: Lydia Janssen

Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1471084	WMIS-3375308	3311438	INT11-471-084



TO: City Plan Commission

FROM: Ryan Kernosky, Director of Community Development

DATE: November 6, 2023

RE: **Request from the City of Stevens Point to annex 5595 Regent St (PID 020320111) consistent with Wis. Stats. 66.0223**

Commissioners –

The City acquired 5595 Regent Street in January 2023 for the purposes of facilitating annexation of the planned future subdivision along Brilowski Road and Golla Road. As you are aware, the City has acquired several parcels in the Brilowski Road/Golla Road area to assist in the creation of a subdivision. As part of the subdivision development, annexation is a critical component of utility extensions and protection of municipal wellheads as the area develops.

There are several types of annexations allowed through Wis. Stats. They are:

- Annexation by Unanimous Approval
- Annexation by One-Half Approval
- Annexation by Referendum
- Annexation by City or Village Initiated Referendum
- Annexation of Town Islands
- **Annexation of Territory Owned by a City or Village**

The City owns all the parcel subject to the annexation request, which allows us to pursue a simplified annexation process through [Wis. Stats. 66.0223](#). The more common way of annexation is through Unanimous Approval ([Wis. Stats. 66.0217\(2\)](#)), which requires a petition from the property owners, contiguity to the municipality, and WI-DOA concurrence (which requires the Township and the annexing municipality to review as well). The Annexation of Territory Owned by a City only requires an ordinance approval, and *does not* require contiguity to the annexing municipality. It also does not require any DOA concurrence.

Enclosed in this memorandum is the ordinance annexing the subject parcel and a map to provide a visual for the annexation. Staff is preparing for the development of the subdivision, and annexation is the first step. Because the current tenants have provided a notice that they will be

vacating the property at the end of 2023, there is no need for the City to continue and own this property after it has been annexed.

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

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF STEVENS POINT

Right of way and property at 5595 Regent Street (PID. 020-3201-11)

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

Return to:
City of Stevens Point
City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

SECTION 1: Territory Annexed. Pursuant to Wis. Stat. §66.0223(1) the following described territory shall be detached from the Town of Hull, Portage County, Wisconsin and is annexed to the City of Stevens Point, Portage County, Wisconsin:

The land description is attached hereto as Exhibit 'A' and a scale Annexation Map is attached hereto as Exhibit 'B' and shall become a part of this ordinance.

SECTION II: Effect of Annexation. From and after the date of this ordinance, the territory described in Section I shall be a part of the City of Stevens Point for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Stevens Point and school district.

SECTION III: Zoning Classification. All such land being annexed to the City of Stevens Point shall be temporarily designated "RLD" Residential Low Density District for zoning purposes. Permanent zoning shall be approved by the Common Council of the City of Stevens Point.

SECTION IV: State Legislative, County Supervisory, and City Aldermanic District Designation. The territory described in Section 1 lying in the **Town of Hull** shall remain a part of the 24th State Senate District, remain a part of the 71st State Assembly District, shall become part of the 10th County Board Supervisory District, become part of the 7th Aldermanic District, and shall become part of the 20th Ward of the City of Stevens Point subject to the ordinances, rules and regulations of the City, County, and State governing districts.

SECTION V: Population. The population of the annexed territory is three (3).

SECTION VI: Severability. If any provision of this ordinance is invalid or unconstitutional or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality

shall not affect any provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION VII: Tax Payment. Pursuant to Wis. Stat. §66.0217 (14) the City of Stevens Point shall pay annually to the Town of Hull for a period of five years, an amount equal to the amount of property taxes that the Town levied for municipal purposes on the annexed territory, as shown by the tax roll under Wis. Stat. §70.65, in the year in which the annexation is final.

SECTION VIII: Review. The annexation of City-owned property is not subject to review by the Department of Administration pursuant to Wis. Stat. §66.0223.

SECTION IX: Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 1, 2023

Adopted: November 20, 2023

Published: November 24, 2023

This instrument drafted by:
Pat Fuehrer
Engineering Division
City of Stevens Point

EXHIBIT 'A'

ANNEXATION LEGAL DESCRIPTION

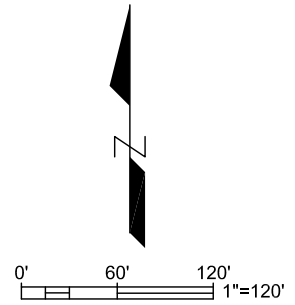
Part of Lot 11 of August Firkus Subdivision located in the Southeast Quarter of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 26, and part of the Southwest Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 24 North, Range 8 East, Town of Hull, Portage County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of said Section 26; thence North 00 degrees 01 minutes 01 seconds West along the east line of said Southeast Quarter of the Southeast Quarter of Section 26 a distance of 1,054.02 feet to the westerly extension of the south line of Lot 47 of Eastwood Subdivision and the **point of beginning of this annexation**; thence North 90 degrees 00 minutes 00 seconds East along said westerly extension 37.48 feet to the southwest corner of said Lot 47 and the east right of way line of Brilowski Road; thence North 0 degrees 14 minutes 18 seconds East along said east right of way line to the southwest corner of Lot 35 of said Eastwood Subdivision and the northeast corner of Regent Street and Brilowski Road; thence southwesterly to the southeast corner of Lot 3 of Portage County Certified Survey Map Number 011720 and the northwest corner of said Regent Street and Brilowski Road; thence South 89 degrees 51 minutes 11 seconds West along the south line of said Lot 3 and the north line of said Regent Street to the northerly extension of the east line of Lot 11A of Portage County Certified Survey Map Number 1192-4-250; thence South along said northerly extension to the northeast corner of said Lot 11A; thence South along the east line of said Lot 11A and the east line of Lot 11B of said Portage County Certified Survey Map Number 1192-4-250 a distance of 252.44 feet to the southeast corner thereof and the south line of Lot 11 of said August Firkus Subdivision; thence South 89 degrees 54 minutes East along said south line to the west right of way line of said Brilowski Road; thence North along said west right of way line to the westerly extension of said south line of Lot 47 of Eastwood Subdivision; thence North 90 degrees 00 minutes 00 seconds East along said westerly extension 33 feet to the **point of beginning** and there terminating.

Said annexation contains approximately 2 acres.

EXHIBIT 'B'

ANNEXATION MAP



ANNEXATION
BOUNDARY

LOT 3—CSM #011720

NE — SE

R/W SE CORNER
LOT 3

E. LINE NE—SE SEC. 26
BRILOWSKI ROAD

EASTWOOD SUBDIVISION
NW — SW

LOT 35

R/W SW CORNER
LOT 35

S. LINE NE—SE SEC. 26

NE CORNER
LOT 11A

REGENT STREET

N. LINE SW—SW SEC. 26

LEONARD STREET

R/W

E. LINE LOT 11A

LOT 11A—CSM
#1192-4-250

AUGUST FIRKUS
SUBDIVISION

LOT 11

020-3201-11

CITY OF STEVENS POINT
5595 REGENT STREET

1515 STRONGS AVENUE
STEVENS POINT, WI 54481

E. LINE LOT 11B

LOT 11B—CSM
#1192-4-250

SE CORNER
LOT 11B

S. LINE LOT 11

LOT 1

R/W

E. LINE SE—SE SEC. 26

R/W

EASTWOOD SUBDIVISION

LOT 47

SW — SW

SW CORNER
LOT 47

TOWN OF HULL

S. LINE LOT 47

CITY OF STEVENS POINT
P.O.B.

P.O.C.
SECTION CORNER



HARRISON
MON. FD.



TO: Plan Commission

FROM: Ryan Kernosky, Director of Community Development

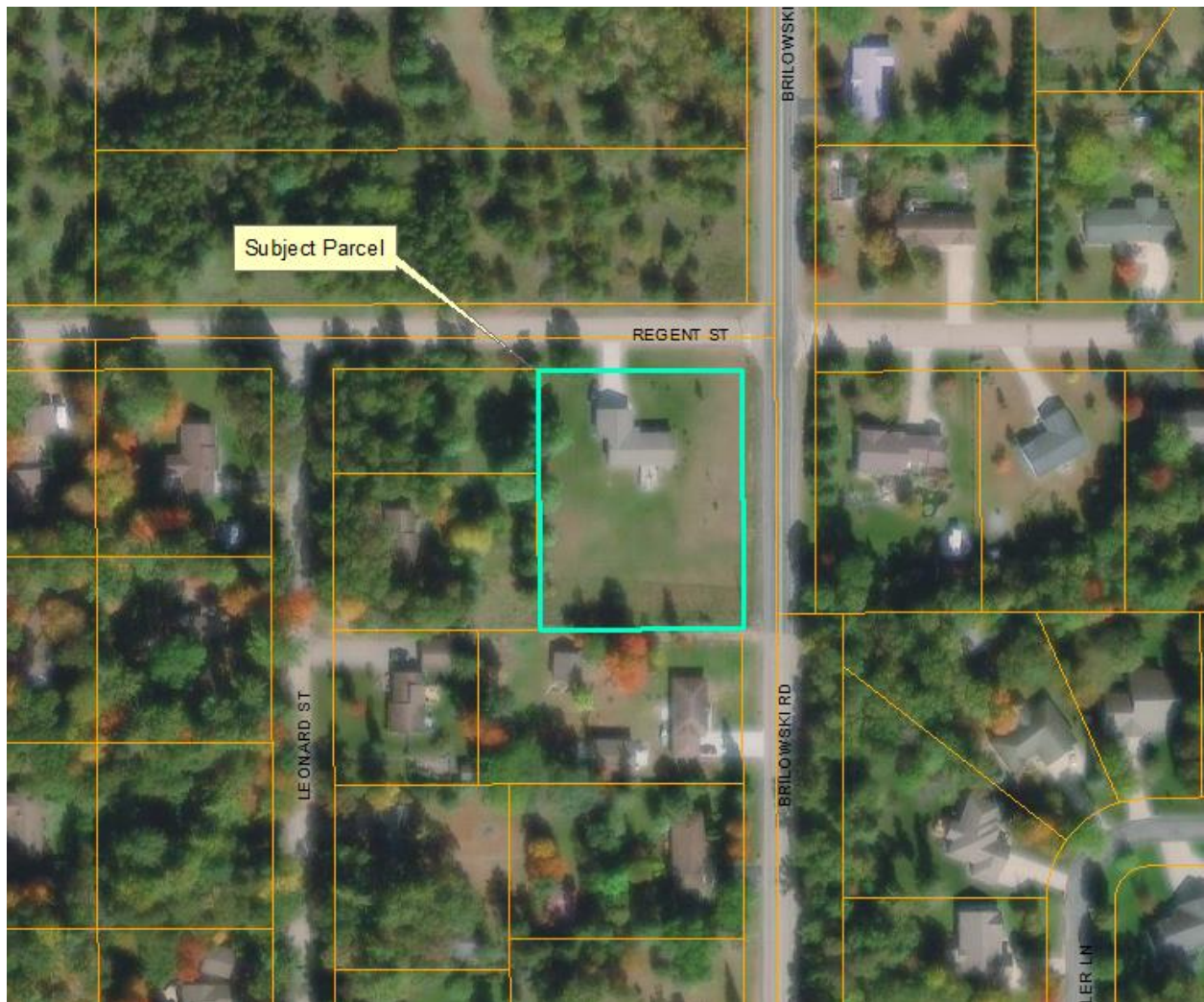
DATE: November 6, 2023

RE: **Request from the City of Stevens Point to sell the property at 5595 Regent Street (PID 020320111)**

Commissioners –

Pursuant to [§66.23\(5\)](#) Wis. Stats. the City Planning Commission needs to provide a recommendation to the Common Council on the disposition of 5595 Regent Street (PID 020320111). As the Commission may recall, we acquired this parcel in early 2023 for the purpose of annexation to ensure municipal continuity requirements consistent with annexation law. Tonight, the Plan Commission will be asked to approve the annexation of this parcel in preparation for a planned subdivision development that will be located in the City of Stevens Point, north of this parcel. The current tenants have given notice they intend to vacate the property at the end of 2023. After this parcel has been annexed, there is no need for the City to retain ownership of this property. As such, we are asking to list it on the open market, likely in mid-January 2024.

Staff recommends approval as presented.



RESOLUTION

APPROVING NORTHCENTRAL WISCONSIN STORMWATER COALITION COOPERATIVE AGREEMENT

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the City of Stevens Point owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Plover, Rothschild and Weston; the town of Rib Mountain; and the University of Wisconsin - Stevens Point herein referred to as the Northcentral Wisconsin Stormwater Coalition, and

WHEREAS, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED, the City of Stevens Point hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Plover, Rothschild, and Weston; the town of Rib Mountain; and the University of Wisconsin - Stevens Point.

Respectfully submitted this _____ day of _____, 2023

Mike Wiza, Mayor

Keri Yenter, Clerk

STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

I. PARTIES

Any entity that is required to obtain a WPDES general permit may become a “member” of the Northcentral Wisconsin Stormwater Coalition (the Coalition).

This Agreement is among the following members: the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Plover, Rothschild, and Weston; the Town of Rib Mountain; Marathon County; and the University of Wisconsin-Stevens Point, herein referred to as the Northcentral Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the Northcentral Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

II. TERM OF AGREEMENT

This Agreement shall commence on February 1, 2024, and continue through January 31, 2028. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The Coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to members as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following:

- A. Review current research about stormwater impacts on waters of the state.
- B. Assess the public’s current knowledge of the causes of stormwater pollution.
- C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
- D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
- E. Evaluate collaborative efforts and institutional arrangements which may be used to implement

a long-term information and outreach program to meet the interests of the participating agencies.

- F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.
- G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

V. SCOPE OF SERVICES

Northcentral Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- E. Create and administer bylaws to govern its operation.

VI. INSURANCE

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the Northcentral Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

VII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin.

X. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. NON-ASSIGNMENT OF AGREEMENT

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

XII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

XIII. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

XIV. APPROVAL

This Stormwater Management Cooperative Agreement shall be adopted by resolution (or by other acceptable means by the University) by each member.

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

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That Section 13.17 of the Revised Municipal Code is hereby **amended** to read as follows:

13.17 WATER AND SEWERAGE SERVICE CHARGES

(1) Water Service Charges

(a) Normal Water Service Charge. There is hereby levied and assessed upon each lot, parcel of land, building, or premises having a connection with the city water main, a water service charge based on the quantity of water used as measured by the department and upon rates established by the Wisconsin Public Service Commission. Said charges shall be assessed and collected in four quarterly periods.

(b) The water meters shall be furnished by the water department and installed under its supervision, all other costs being at the expense of the person requiring the meter.

(2) Stormwater Utility Charges.

1) Definitions. As used in this ordinance, the following words and phrases shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

(a) Impervious area: Land area covered by buildings, pavement or other material that prevents storm water from penetrating the soil.

(b) Pervious area: All land area that is not impervious.

(c) Stormwater: Atmospheric precipitation, surface water or non- contact cooling

(d) Stormwater system: Public sewers, drains, ditches, retention ponds, dams, river impoundments and flood control facilities used for collection, transporting and treating of stormwater.

2) Stormwater Service Charges. All owners of real property in the City of Stevens Point shall be charged for the use of the City's stormwater system based on the amount of stormwater and rate of flow of stormwater which is determined to be entering the stormwater system from the property. The impact of the stormwater from the property on the system shall be determined on the basis of the flat rates or the measurements contained in this ordinance.

3) RATE CHANGES Effective ~~December 1, 2021~~ August 1, 2023

The rate to be applied per ERU (Equivalent Runoff Unit) in the rate schedule below is ~~\$74.52~~ \$82.72 / Year.

One ERU is equivalent to 3,364 Sq. Ft.

RATE CLASS	NUMBER OF ERU's	Annually	Quarterly
Single Family Residence	1	\$74.52 <u>\$82.72</u>	\$18.63 <u>\$20.68</u>
Duplex	1.6	\$119.24 <u>\$132.36</u>	\$29.81 <u>\$33.09</u>
Triplex	2.4	\$178.85 <u>\$198.52</u>	\$44.72 <u>\$49.63</u>
Commercial	Actual square footage		
Industrial	Actual square footage		
Public	Actual square footage		

CREDIT POLICY:

The purpose of the storm water credit policy is to encourage property owners to engage in activities that either 1) reduce storm water flow and/or 2) reduce the utility cost in providing proper management of storm water runoff and treatment.

The operation of the Storm Water Utility has fixed costs and variable costs. The fixed costs of the utility are non-eligible for credit. The variable costs are eligible for either a one-time credit or an on-going credit. The fixed and variable costs are as follows:

Fixed costs = 50%

Variable costs = 50%

Because the percentage of the operation that is fixed versus variable can change over time, the fixed and variable percentages will be part of future rate adjustments.

Customer charges and credits will be based on the most recently adopted values.

Residential Properties (Single Family, Duplex, Triplex) -

Rain Barrel & Rain Garden Installation - For residential properties there will be a one-time credit for the amount of the annual storm water fee for the installation of a rain barrel or a rain garden. The installations must meet the criteria provided upon applying for the credit through the utility office.

Riparian Properties - Properties that discharge directly to the Wisconsin River or Plover River without draining toward a facility maintained by the Storm Water Utility may be eligible for a riparian credit. The amount of the available credit will be calculated by prorating the total available credit by the amount (%) of the property that drains directly to one of the aforementioned water bodies. Credit eligibility will be calculated as part of the application process.

Non-Residential Properties (Commercial, Public, Industrial) -

Properties Exceeding Flow Control Requirements - This credit applies to all properties that provide privately constructed and maintained runoff flow control measures. The customer must submit documentation demonstrating that a management practice on their property exceeds the peak flow reduction criteria to the Department of Public Utilities. The amount of credit will be based on the prorated amount that the property is exceeding the requirements. (Example: If eligible levels of control reduce the flow by 50% beyond the minimum requirement, the eligible credit would be 50% of the variable costs associated with the utility bill (50% of 50%, or 25% of the total bill)).

The amount of the credit will be based on the following minimum criteria:

1. Post-development flow must meet the minimum requirements defined in the DNR Administrative Code NR 152, and Municipal Ordinance Chapter 32.
2. Properties must reduce the flow from their property below the minimum flow control requirement for the 10-yr, 24-hour, SCS Type II distribution rainstorm of 4.0 inches in 24 hours. Pre-development conditions shall be calculated using Table 1 criteria in NR 152.

Riparian Properties - Properties that discharge directly to the Wisconsin River or Plover River without draining toward a facility maintained by the Storm Water Utility may be eligible for a riparian credit. The amount of the available credit will be calculated by prorating the total available credit by the amount (%) of the property that drains directly to one of the aforementioned water bodies. Credit eligibility will be calculated as part of the application process.

Properties or portions of properties that have 90% perviousness - This credit applies to properties where either the entire property, or significant and contiguous portions of the property can be calculated at 90% or more pervious surfaces. The amount of credit given to eligible properties will be equal to 60% of the stormwater fee for the eligible area. The customer must submit proof and documentation demonstrating eligibility for this credit to the Department in order to receive the credit. Any disputes as to the applicability of this credit to a particular property shall be heard by the Board of Water and Sewerage Commissioners.

Note: Properties located on creeks, streams, and/or ditches not identified above are not eligible for riparian credit.

Note: Properties are not eligible for a credit for any best management practices (BMP's) that are not required by local, state, or federal regulations.

- 4) Property Affected. Except as provided in this section, all real property shall be subject to the stormwater service charges regardless of whether privately or publicly owned, with the exception of land used for highway and runway purposes.
- 5) Billing. All stormwater utility assessments based on the above-rates shall be collected and billed with the sewer and water statement. A property owner

aggrieved by the City Water and Sewerage of the basis for the stormwater service charges may appeal that determination to the Water and Sewerage Commission.

6) Use of Funds. All funds collected for stormwater service shall be placed in a separate account and shall be used solely for the construction, operation and maintenance of the stormwater system.

7) Effective Date. The schedule of rates shall be charged as of December 1, 2021 until otherwise amended by the Common Council of the City of Stevens Point.

(3) Sanitary Sewer Service Charges

(a) Schedule of Rates:

1. Minimum quarterly sewage service charge plus volume charges per 100 cu. Ft. as follows:

Urban	Rural
\$4.09 <u>4.27</u>	\$5.12 <u>5.35</u>

2. Minimum quarterly sewage service charges shall be based on the size water meter in service as per the following schedule:

	Urban	Rural
5/8"	\$36.42 <u>38.06</u>	\$46.06 <u>48.13</u>
3/4"	\$41.78 <u>43.66</u>	\$52.49 <u>54.85</u>
1"	\$54.63 <u>57.09</u>	\$68.56 <u>71.65</u>
1 1/2"	\$85.70 <u>89.56</u>	N/A
2"	\$122.12 <u>127.62</u>	\$153.18 <u>160.07</u>
3"	\$208.88 <u>218.28</u>	\$261.37 <u>n/a</u>
4"	\$333.14 <u>348.13</u>	\$415.63 <u>n/a</u>
Unmetered flat	\$139.26 <u>145.53</u>	\$173.53 <u>181.34</u>

Meter installation, maintenance and reading for Park Ridge customer - \$5.00 per year.

(b) The amount of water used by residential customers during the winter quarter of each year shall be used as a basis for determining the maximum sewage service charge for that particular quarter and the three succeeding quarters. If a customer used less water during any one of the succeeding three quarterly periods, the charge for that quarter will be reduced accordingly.

(c) The method of determining the maximum sewage service charges for residential customers outlined in paragraph (b) above shall not apply to commercial, industrial and public users. The sewage service charge for commercial, industrial and public customers shall be based on the amount of water used each individual quarter.

(d) In the event a residential sewage customer moves from one location to another, the sewage service charge at the new location shall be the same as that charged at the previous location until a winter quarter has passed at the new location.

(e) In the event a lot, parcel of land, building or premises discharging sanitary sewage, industrial wastes, water or other liquids into the city sewer system, either directly or indirectly, is not a user of water supplied by the City Water Department, the water used therein or thereon shall be measured by a meter to be furnished by the department in accordance with subsection (2) of this section, or otherwise be charged a flat rate in order to establish the sewage service charge provided in this section, as per the following schedule:

Urban	Rural
\$139.26 <u>145.53</u>	\$173.53 <u>181.34</u>

Biennial Audit. An audit of the water and sewage treatment department's financial standing shall be made biennially. This audit will be used to review the adequacy of the then existing rates and said rates shall be adjusted if necessary to provide sufficient revenues to adequately finance the operation in accordance with the original intent of the rate structure. The biennial audit and review shall also be used to assure that each recipient of sewage service (or user class) is charged in proportion to the cost of

providing said recipient (or user class) with sewage service. Excess revenues collected for operation and maintenance from a class of users shall be applied to the costs of operation and maintenance attributable to that class for the next year and the rates shall be adjusted accordingly. Users will be notified annually of the portion of service charges attributable to operation and maintenance.

(f) Replacement Fund. Annual income from wastewater service charges which constitute funds required for "replacement" shall be separately accounted for and shall not be utilized for any purposes other than replacement.

(g) Debt Retirement. Debt incurred as a part of the expansion, modification or upgrade of existing treatment facilities will be repaid out of monies collected under user charges as defined in this section.

- (4) The amount of surcharge shall reflect the cost incurred by the sewage treatment department in removing BOD and suspended solids, as follows:

	09/01/2018
BOD	\$0.60
Suspended Solids	\$0.50
Phosphorous	\$1.78

(5) Industrial Waste Pre-Treatment. Where it is necessary that the department provide pre-treatment of industrial wastes, the entire cost of such pre-treatment shall be charged to the person producing the industrial wastes. The costs shall include but not be limited to capital expenditures, operation and maintenance expenses, labor, chemicals, heat, and power.

(6) Where industrial wastes are of such a strength or magnitude or are delivered over such a period of time that the above surcharges do not reflect the actual cost of treatment to the sewer department, the department reserves the right to establish a special charge for handling the waste. That portion of the charge related to capital investment shall be based on the design capacity required for the particular waste. In no event shall the charges be less than those charges determined by applying the above surcharge.

(7) Service Area. Nothing in this ordinance shall prohibit the city from providing sewage services to persons outside the corporate limits of the city under mutually agreeable conditions.

(8) User Charge System Methodology. Service charges collected shall be sufficient to pay all expenses of the sewer utility including operation and maintenance, replacement and debt retirement. Service charges include applicable customer charges, volume charges and surcharges. Costs shall be distributed proportionally among user classes (residential, commercial, public, and industrial), on the basis of their respective impacts on sewer utility expenses. Each user will be notified annually of the rate and charge attributable to wastewater treatment services. Charges collected for replacement shall be accounted for in a segregated fund and shall be utilized solely for replacement of sewer utility equipment.

(9) Determination of Rates. Rates as determined in this section shall be reviewed biennially by the sewage utility. The revisions shall include a report with specific recommendations on the required rate modifications. Rates determined shall be consistent with the provisions contained in these ordinances. In general, the rate system shall be developed on a "cost of service" basis, recognizing both basic costs and commodity costs. Basic costs shall be collected on the basis of a quarterly meter charge, and shall include administrative, billing and collecting, local sewer maintenance, infiltration-inflow, reserve capacity and other costs not directly attributable to wastewater flow or loading.

Commodity costs shall be collected on the basis of volume charges for normal strength wastewater, with surcharges for BODS and TSS discharges greater than normal strength. Volume charges and surcharges shall be computed based on an allocation of costs which reflects the actual cost to the sewage utility to provide and operate and maintain wastewater treatment facilities.

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 15, 2023
Approved: November 20, 2023
Published: November 24, 2023



November 11, 2023

MEMO

RE: Class Action on PFOS/PFOA (DuPont and 3M)

Commissioners,

The Department of Public Utilities along with concurrence from the City Attorney, Mayor, and Comptroller/Treasurer are advising that the City of Stevens Point file "request for exclusion" paperwork for both the DuPont de Nemours and Company, et. al. (Aqueous film-forming foams products liability litigation) and the 3M Company (Aqueous film-forming foams products liability litigation) actions filed with the District of South Carolina – Charleston Division District Court.

Settlement estimates currently are estimated to be \$250,000 or more if the City were to stay in the class-action, but the upper limit is not well defined. If the City does stay in the action, we will not be able to bring on either of the chemical companies as a third party if the City were to be involved in a litigation matter in the future.

Because of our very low exposure, just above detectable levels, the settlements are not large enough to warrant the elimination of our future rights if we find ourselves impacted by these substances in ways currently unforeseeable.

It is our recommendation that staff be directed to file the paperwork on behalf of the City of Stevens Point to be excluded from both actions listed above. The exclusion documents for each of these actions are attached. Additional affidavit documents will also be provided when filing for exclusion.

Thank you for your consideration.

Best Regards,

A handwritten signature in black ink that reads "Joel Lemke". The signature is written in a cursive, flowing style.

Joel Lemke
Director

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

**IN RE: AQUEOUS FILM-FORMING
FOAMS PRODUCTS LIABILITY
LITIGATION**

)
) MDL No. 2:18-mn-02873
)
)
)
)
)
)
)

This Document relates to:
*City of Camden, et al., v. E.I. DuPont de
Nemours and Company, et. al.,
No. 2:23-cv-03230-RMG*

REQUEST FOR EXCLUSION

TO: In re: Aqueous Film-Forming Foams Products
Liability Litigation
c/o Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

1. The Request for Exclusion is filed for Stevens Point Public Utilities, an Eligible Settlement Class Member under the Settlement Agreement with DuPont in the above captioned matter.
2. An Affidavit is attached to this Request for Exclusion providing proof of Stevens Point Public Utilities' standing as an Eligible Settlement Class Member.
3. Stevens Point Public Utilities requests to be excluded from the Settlement Agreement with DuPont in the above captioned matter.
4. The Eligible Settlement Class Member's contact information is:

Name: Joel Lemke

Address: PO Box 243
Stevens Point, WI 54481

Telephone number: 715-345-5260

E-mail address: jlemke@stevenspoint.com

5. The Eligible Settlement Class Member is owned by the City of Stevens Point, who would be a Releasing Person under the Settlement Agreement with DuPont but for this Request for Exclusion.
6. The Releasing Person's contact information is:

Name: Kari Yenter

Address: 1515 Strong's Avenue
Stevens Point, WI 54481

Telephone number: 715-346-1569

E-mail address: clerks@stevenspoint.com
7. Joel Lemke (hereafter "Filer") is legally authorized to submit this Request for Exclusion.
8. Filer's contact information is:

Filer's name Joel Lemke

Filer's address PO Box 243
Stevens Point, WI 54481

Filer's telephone number 715-345-5260

Filer's facsimile number 715-345-5369

Filer's email address: jlemke@stevenspoint.com
9. Notice of this Request for Exclusion will be served on the Notice Administrator, Counsel for DuPont, and Class Counsel at the addresses provided in the Notice of Proposed Class Action Settlement and Court Approval Hearing.

[Add Signature Block; see next page for possible alternatives]

Alternative 1:

SUBMITTED BY:

_____ (the Eligible
Settlement Class Member)

By: _____ (Signature)

Printed Name: _____

Position: _____

Date: _____

Alternative 2:

SUBMITTED BY:

_____ (the Eligible
Settlement Class Member),

Through its owner,

_____ (Municipality)

By: _____ (Signature)

Printed Name: _____

Position: _____

Date: _____

DECLARATION

I, _____, hereby certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that I have been legally authorized to submit this document excluding the above identified Eligible Settlement Class Member from the Settlement.

Dated: _____

Signature _____

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

**IN RE: AQUEOUS FILM-FORMING
FOAMS PRODUCTS LIABILITY
LITIGATION**

)
) MDL No. 2:18-mn-2873-RMG
)
)

) **This Document relates to:**
)

) *City of Camden, et al., v. 3M Company,*
) No. 2:23-cv-03147-RMG
)

REQUEST FOR EXCLUSION

TO: Notice Administrator
In re: Aqueous Film-Forming Foams Products
Liability Litigation
c/o 3M Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

1. The Request for Exclusion is filed for Stevens Point Public Utilities, an Eligible Claimant under the Settlement Agreement with 3M in the above captioned matter.
2. An Affidavit is attached to this Request for Exclusion providing proof of Stevens Point Public Utilities' standing as an Eligible Claimant.
3. Stevens Point Public Utilities requests to be excluded from the Settlement Agreement with 3M in the above captioned matter.
4. The Eligible Settlement Class Member's contact information is:

Name: Joel Lemke

Address: PO Box 243
Stevens Point, WI 54481

Telephone number: 715-345-5260

E-mail address: jlemke@stevenspoint.com

5. The Eligible Claimant is owned by the City of Stevens Point, who would be a Releasing Party under the Settlement Agreement with 3M in the above captioned matter but for this Request for Exclusion.
6. The Releasing Person's contact information is:

Name: Kari Yenter

Address: 1515 Strong's Avenue
Stevens Point, WI 54481

Telephone number: 715-346-1569

E-mail address: clerks@stevenspoint.com
7. Joel Lemke (hereafter "Filer") is legally authorized to submit this Request for Exclusion.
8. Filer's contact information is:

Filer's name Joel Lemke

Filer's address PO Box 243
Stevens Point, WI 54481

Filer's telephone number 715-345-5260

Filer's facsimile number 715-345-5369

Filer's email address: jlemke@stevenspoint.com
9. Notice of this Request for Exclusion will be served on the Notice Administrator, Special Master, Claims Administrator, Counsel for 3M, and Class Counsel at the addresses provided in the Notice of Proposed Class Action Settlement and Court Approval Hearing.

[Add Signature Block; see next page for possible alternatives]

Alternative 1:

SUBMITTED BY:

_____ (Eligible Claimant)

By: _____ (Signature)

Printed Name: _____

Position: _____

Date: _____

Alternative 2:

SUBMITTED BY:

_____ (Eligible Claimant),

Through its owner,

_____ (Municipality)

By: _____ (Signature)

Printed Name: _____

Position: _____

Date: _____

DECLARATION

I, _____, hereby certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that I have been legally authorized to submit this document excluding the above identified Eligible Claimant from the Settlement.

Dated: _____

Signature _____

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

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That subsections 14.14(1) and 14.14(2) of the Revised Municipal Code are hereby **amended** as follows:

(1) Every owner of a dog or cat more than five (5) months of age shall annually or within thirty (30) days from such date, pay the dog or cat license tax and obtain a license. Rabies certificates are required to be shown prior to issuance of licenses. The license fees are as follows:

- (a) Neutered or spayed dog.....\$ ~~12.00~~ **14.00**
- (b) Un-neutered or un-spayed dog\$ ~~22.00~~ **24.00**
- (c) Neutered or spayed cat.....\$ 2.50
- (d) Un-neutered or un-spayed cat.....\$ 4.00

(2) Any person who keeps more than one dog may, instead of the individual license for each dog, request a multiple dog license. Such person shall pay for the license a fee of \$~~85~~, **90** which includes the licensing for up to 12 dogs. Each dog license over the maximum of twelve (12) will be charged at the rates (a) & (b) listed above.

- (a) Multiple Dog License .. \$~~85.00~~ **90.00** (Includes licensing of up to 12 dogs)
Each additional dog over 12.....\$~~12.00~~ **14.00**/each additional dog (Spayed or Neutered)
Each additional dog over 12.....\$~~22.00~~ **24.00**/each additional dog (Un-spayed or Un-neutered)

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 6, 2023
Approved: November 20, 2023
Published: November 24, 2023

November 20, 2023

PRE-SALE REPORT FOR

City of Stevens Point, Wisconsin

\$9,940,000 General Obligation Promissory Notes, Series 2023A



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Harry Allen, Associate Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$9,940,000 General Obligation Promissory Notes, Series 2023A

Purposes:

The proposed issue includes financing for the following purposes:

Finance land acquisition, equipment, vehicles, facility, street, and park improvements.

Debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be approximately \$36,577,466, which is 26% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$103,938,759.

Term/Call Feature:

The Notes are being issued for a term of 8 years. Principal on the Notes will be due on February 1 in the years 2024 through 2031. Interest is payable every six months beginning February 1, 2024. The Notes will be subject to prepayment at the discretion of the City on February 1, 2029 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aa2". The City will request a new rating for the Notes.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City’s objectives for this financing.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on November 20, 2023, which delegates authority to the Comptroller/Treasurer or Mayor to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$9,940,000
- * Minimum Bid of 99.0%
- * Maximum Bid of 106.0%

* Maximum True Interest Cost (TIC) of 4.93%

* Maturity Schedule Adjustments not to exceed \$500,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP.

Paying Agent: The City Comptroller/Treasurer unless term bonds then Bond Trust Services.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Parameters Resolution Consideration by Common Council:	November 20, 2023
Due Diligence Call to review Official Statement:	Week of November 27, 2023
Conference with Rating Agency:	November 28, 2023
Distribute Official Statement:	Week of November 27, 2023
Designated Officials Award Sale of the Notes:	December 5, 2023
Estimated Closing Date:	December 14, 2023

Attachments

- Summary of Existing G.O. Debt
- Project List
- Estimated Sources and Uses of Funds
- Estimated Debt Service Schedule (based on parameters)
- Tax Impact Analysis (based on parameters)
- G.O. Debt Capacity
- Estimated Debt Service Schedule (based 25 basis point reduction from parameters)
- Bond Buyer Index

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Harry Allen, Associate Municipal Advisor	(262) 796-6182
Na Lee Lee, Public Finance Analyst	(262) 796-6170
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Existing G.O. Debt Base Case

City of Stevenes Point, WI

Year Ending	Existing Debt															Year Ending
	Total G.O. Debt Payments	G.O. Debt Expense	Less: Turf Pledge	Less: Room Tax	Less: Fund 250 Transfer	Less: TID #5	Less: TID #6	Less: TID #7	Less: TID #8	Less: TID #9	Less: TID #10	Less: TID #11	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	
2024	4,369,743	4,000	(30,000)	(10,000)	(10,000)	(166,500)	(413,750)	(292,425)	(108,775)	(428,795)	(370,370)	(202,135)	3,451,068	2,417,676,500	\$1.43	2024
2025	2,871,854	4,000				(162,500)	(487,100)	(292,663)	(106,450)	(415,645)	(365,170)	(184,375)	1,933,591	2,495,296,654	\$0.77	2025
2026	5,576,447	4,000				(624,000)	(477,988)	(288,400)	(103,975)	(6,595)	(369,870)	(385,186)	4,190,059	2,575,408,824	\$1.63	2026
2027	3,505,798	4,000				(627,750)	(517,238)	(288,400)	(101,350)	(515,065)	(369,420)	(386,561)	2,076,411	2,658,093,017	\$0.78	2027
2028	3,340,106	4,000				(609,000)	(509,650)	(282,800)	0	(506,768)	(363,920)	(382,811)	1,942,656	2,743,431,808	\$0.71	2028
2029	1,626,931	4,000				0	(510,625)	0			(368,320)	(379,061)	1,120,306	2,831,510,423	\$0.40	2029
2030	1,500,481	4,000					(496,375)				(367,570)	(375,311)	1,008,106	2,922,416,827	\$0.34	2030
2031	1,465,190	4,000					(482,125)				(362,029)	(371,561)	987,065	3,016,241,805	\$0.33	2031
2032	954,099	4,000					0				(366,613)	(368,186)	958,099	3,113,079,059	\$0.31	2032
2033	657,577	4,000									(365,891)	(291,686)	661,577	3,213,025,299	\$0.21	2033
2034	661,400	4,000									(369,714)	(291,686)	665,400	3,316,180,340	\$0.20	2034
2035	659,787	4,000									(368,101)	(291,686)	663,787	3,422,647,201	\$0.19	2035
2036	652,879	4,000									(361,193)	(291,686)	656,879	3,532,532,210	\$0.19	2036
2037	655,619	4,000									(363,933)	(291,686)	659,619	3,645,945,106	\$0.18	2037
2038	652,991	4,000									(361,305)	(291,686)	656,991	3,762,999,154	\$0.17	2038
2039	650,074	4,000									(358,388)	(291,686)	654,074	3,883,811,253	\$0.17	2039
2040	651,794	4,000									(360,108)	(291,686)	655,794	4,008,502,058	\$0.16	2040
2041	519,611	4,000									(227,925)	(291,686)	523,611	4,137,196,094	\$0.13	2041
2042	291,686	4,000									0	(291,686)	295,686	4,270,021,887	\$0.07	2042
2043	0												0	4,407,112,088	\$0.00	2043
Total	31,264,066	76,000	(30,000)	(10,000)	(10,000)	(2,189,750)	(3,894,850)	(1,444,688)	(420,550)	(1,872,868)	(6,439,838)	(5,952,049)	23,760,779			Total

Notes:

Legend:

Represents +/- 25% Change over previous year



Table 2

Capital Improvement Plan & Funding Uses

City of Stevenes Point, WI

Projects	Plan Issue	Amount	Totals
Willett/Goerke Project	G.O. Notes 2023A	1,056,000	1,056,000
Land Acquisition-DPW Facility	G.O. Notes 2023A	1,714,893	1,714,893
Street/Utility Reconst	G.O. Notes 2023A	3,034,742	3,034,742
Ongoing Road Maint	G.O. Notes 2023A	457,915	457,915
Street Resurfacing Projects	G.O. Notes 2023A	1,919,931	1,919,931
Traffic Signal Improvements	G.O. Notes 2023A	70,563	70,563
PUBLIC WORKS VEHICLES	G.O. Notes 2023A	95,312	95,312
Street Sweeper	G.O. Notes 2023A	305,000	305,000
DPW Loader	G.O. Notes 2023A	247,259	247,259
DPW Concrete Saw	G.O. Notes 2023A	7,906	7,906
DPW Facility Expenses	G.O. Notes 2023A	14,712	14,712
Traffic Studies	G.O. Notes 2023A	41,760	41,760
DPW-GPS Purchase	G.O. Notes 2023A	31,576	31,576
PD Swat Equipment	G.O. Notes 2023A	54,951	54,951
PD Building Upgrades	G.O. Notes 2023A	33,172	33,172
PD Vehicles	G.O. Notes 2023A	48,654	48,654
FD Computer Equipment and Software	G.O. Notes 2023A	49,212	49,212
FD General Equipment	G.O. Notes 2023A	48,238	48,238
FD Turnout Gear	G.O. Notes 2023A	11,495	11,495
FD Training Infrastructure	G.O. Notes 2023A	272,478	272,478
Mead Park Improvements	G.O. Notes 2023A	220,499	220,499
Municipal Pool Improvements	G.O. Notes 2023A	13,732	13,732
Actual CIP Costs		9,750,000	9,750,000
Debt Obligations			
G.O. Notes 2023A		9,750,000	9,750,000
Total		9,750,000	9,750,000

Notes:

Table 3 Capital Improvements Financing Plan

City of Stevenes Point, WI

	2023	
	G.O. Notes	Levy Supported Portion
CIP Projects		
Project Costs	9,750,000	9,750,000
Subtotal Project Costs	9,750,000	9,750,000
CIP Projects	9,750,000	9,750,000
Estimated Issuance Expenses		
Municipal Advisor (Ehlers)	49,300	49,300
Bond Counsel	20,000	20,000
Rating Fee	19,500	19,500
Underwriter's Discount	99,400	99,400
Paying Agent	900	900
Subtotal Issuance Expenses	189,100	189,100
TOTAL TO BE FINANCED	9,939,100	9,939,100
Estimated Interest Earnings	0	0
Assumed spend down (months)		
Rounding	900	900
NET SIZE	9,940,000	9,940,000

Table 4

Allocation of Debt Service - 2023 G.O. Notes

Based on Maximum True Interest Cost of 4.93%

City of Stevenes Point, WI

Year Ending	Levy Supported Portion			
	Principal (2/1)	Est. Rate ¹	Interest	Total
2024	4,350,000	4.50%	180,963	4,530,963
2025	1,000,000	4.45%	224,210	1,224,210
2026	1,000,000	4.40%	179,960	1,179,960
2027	950,000	4.40%	137,060	1,087,060
2028	700,000	4.40%	100,760	800,760
2029	700,000	4.40%	69,960	769,960
2030	620,000	4.40%	40,920	660,920
2031	620,000	4.40%	13,640	633,640
Total	9,940,000		947,473	10,887,473

Year Ending	Totals		
	Principal (2/1)	Interest	Total
2024	4,350,000	180,963	4,530,963
2025	1,000,000	224,210	1,224,210
2026	1,000,000	179,960	1,179,960
2027	950,000	137,060	1,087,060
2028	700,000	100,760	800,760
2029	700,000	69,960	769,960
2030	620,000	40,920	660,920
2031	620,000	13,640	633,640
Total	9,940,000	947,473	10,887,473

Notes:

1) Estimated Rate assumes Aa2 sale of 11/7/2023 plus 75 basis points.

2) True Interest Cost of 4.93%.

Table 5

Financing Plan Tax Impact (based on parameters)

City of Stevenes Point, WI

Year Ending	Existing Debt		Proposed Debt			Year Ending
	Net Debt Service Levy	Equalized Value (TID OUT)	2023 G.O. Notes 9,940,000 Dated: 12/14/2023	Debt Service Levy		
			Total Principal and Interest	Total Net Debt Service Levy	Levy Change from Prior Year	
2024	3,451,068	2,417,676,500	4,530,963	7,982,031		2024
2025	1,933,591	2,495,296,654	1,224,210	3,157,801	(4,824,230)	2025
2026	4,190,059	2,575,408,824	1,179,960	5,370,019	2,212,218	2026
2027	2,076,411	2,658,093,017	1,087,060	3,163,471	(2,206,549)	2027
2028	1,942,656	2,743,431,808	800,760	2,743,416	(420,054)	2028
2029	1,120,306	2,831,510,423	769,960	1,890,266	(853,150)	2029
2030	1,008,106	2,922,416,827	660,920	1,669,026	(221,240)	2030
2031	987,065	3,016,241,805	633,640	1,620,705	(48,321)	2031
2032	958,099	3,113,079,059	0	958,099	(662,606)	2032
2033	661,577	3,213,025,299	0	661,577	(296,521)	2033
2034	665,400	3,316,180,340	0	665,400	3,823	2034
2035	663,787	3,422,647,201	0	663,787	(1,613)	2035
2036	656,879	3,532,532,210	0	656,879	(6,909)	2036
2037	659,619	3,645,945,106	0	659,619	2,740	2037
2038	656,991	3,762,999,154	0	656,991	(2,627)	2038
2039	654,074	3,883,811,253	0	654,074	(2,918)	2039
2040	655,794	4,008,502,058	0	655,794	1,720	2040
2041	523,611	4,137,196,094	0	523,611	(132,183)	2041
2042	295,686	4,270,021,887	0	295,686	(227,925)	2042
2043	0	4,407,112,088	0	0	(295,686)	2043
Total	23,760,779		10,887,473	34,648,252		Total

Notes:

Table 6**General Obligation Debt Capacity Analysis - Impact of Financing Plan***City of Stevenes Point, WI*

Existing Debt				
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	% of Limit
2023	2,810,324,500	140,516,225	26,637,466	19%
2024	2,913,441,404	145,672,070	23,004,459	16%
2025	3,020,341,890	151,017,095	20,739,238	14%
2026	3,131,164,788	156,558,239	15,699,181	10%
2027	3,246,054,017	162,302,701	12,645,494	8%
2028	3,365,158,783	168,257,939	9,678,215	6%
2029	3,488,633,760	174,431,688	8,361,185	5%
2030	3,616,639,302	180,831,965	7,126,605	4%
2031	3,749,341,645	187,467,082	5,884,445	3%
2032	3,886,913,125	194,345,656	5,119,664	3%
2033	4,029,532,402	201,476,620	4,631,262	2%
2034	4,177,384,688	208,869,234	4,124,149	2%
2035	4,330,661,997	216,533,100	3,602,910	2%
2036	4,489,563,382	224,478,169	3,072,333	1%
2037	4,654,295,204	232,714,760	2,521,533	1%
2038	4,825,071,393	241,253,570	1,955,245	1%
2039	5,002,113,732	250,105,687	1,372,970	1%
2040	5,185,652,138	259,282,607	769,292	0%
2041	5,375,924,967	268,796,248	278,459	0%
2042	5,573,179,318	278,658,966	0	0%

Proposed Debt				
Combined Principal				Year Ending
2023 G.O. Notes	Existing & Proposed	% of Limit	Residual Capacity	
9,940,000	\$36,577,466	26%	\$103,938,759	2023
5,590,000	\$28,594,459	20%	\$117,077,611	2024
4,590,000	\$25,329,238	17%	\$125,687,857	2025
3,590,000	\$19,289,181	12%	\$137,269,058	2026
2,640,000	\$15,285,494	9%	\$147,017,207	2027
1,940,000	\$11,618,215	7%	\$156,639,724	2028
1,240,000	\$9,601,185	6%	\$164,830,503	2029
620,000	\$7,746,605	4%	\$173,085,360	2030
0	\$5,884,445	3%	\$181,582,637	2031
	\$5,119,664	3%	\$189,225,992	2032
	\$4,631,262	2%	\$196,845,358	2033
	\$4,124,149	2%	\$204,745,086	2034
	\$3,602,910	2%	\$212,930,190	2035
	\$3,072,333	1%	\$221,405,836	2036
	\$2,521,533	1%	\$230,193,227	2037
	\$1,955,245	1%	\$239,298,325	2038
	\$1,372,970	1%	\$248,732,716	2039
	\$769,292	0%	\$258,513,315	2040
	\$278,459	0%	\$268,517,789	2041
		0%	\$278,658,966	2042

Notes:

Table 7

Allocation of Debt Service - 2023 G.O. Notes

True Interest Cost 25 basis points less than parameters

City of Stevenes Point, WI

Year Ending	Levy Supported Portion			
	Principal (2/1)	Est. Rate ¹	Interest	Total
2024	4,350,000	4.25%	170,731	4,520,731
2025	1,000,000	4.20%	211,485	1,211,485
2026	1,000,000	4.15%	169,735	1,169,735
2027	950,000	4.15%	129,273	1,079,273
2028	700,000	4.15%	95,035	795,035
2029	700,000	4.15%	65,985	765,985
2030	620,000	4.15%	38,595	658,595
2031	620,000	4.15%	12,865	632,865
Total	9,940,000		893,704	10,833,704

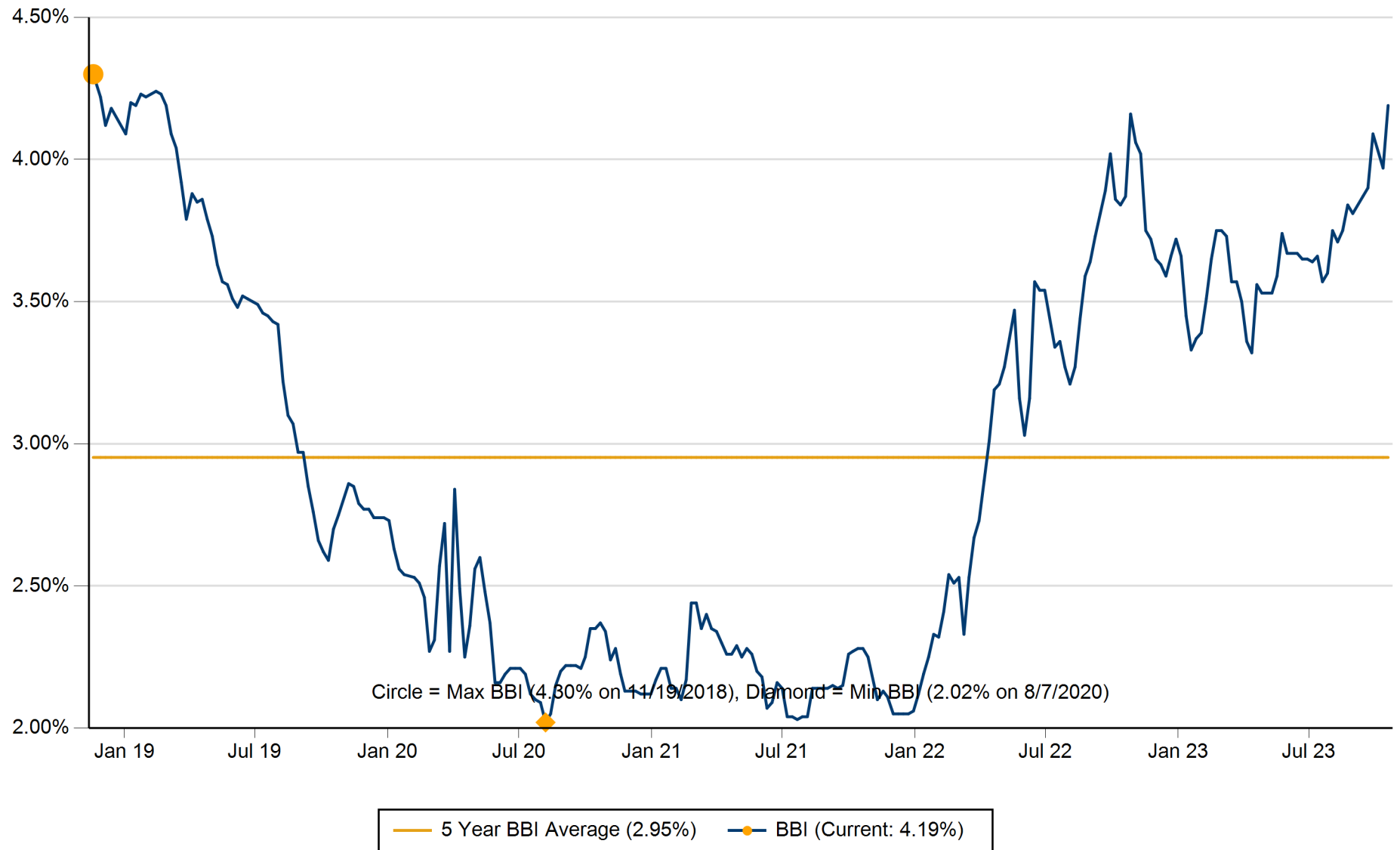
Year Ending	Totals		
	Principal (2/1)	Interest	Total
2024	4,350,000	170,731	4,520,731
2025	1,000,000	211,485	1,211,485
2026	1,000,000	169,735	1,169,735
2027	950,000	129,273	1,079,273
2028	700,000	95,035	795,035
2029	700,000	65,985	765,985
2030	620,000	38,595	658,595
2031	620,000	12,865	632,865
Total	9,940,000	893,704	10,833,704

Notes:

- 1) Estimated Rate assumes Aa2 sale of 11/7/2023 plus 75 basis points.
- 2) True Interest Cost of 4.68%.
- 3) Total interest cost is \$53,769 less.

5 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates November, 2018 - November, 2023



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



**COMMON COUNCIL
OF THE
CITY OF STEVENS POINT, WISCONSIN**

November 20, 2023

Resolution No. _____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$9,940,000 General Obligation Promissory Notes, Series 2023A,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Stevens Point, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance (i) various street construction and improvement projects, (ii) the acquisition of land and related expenses for a new Department of Public Works facility; (iii) the acquisition of equipment for the Department of Public Works, (iv) the acquisition of vehicles and equipment for, and building improvements for, the Police Department, (v) the acquisition of equipment and software for the Fire Department, and (vi) improvements to Goerke Park stadium, Willett Ice Arena, Mead Park, and the municipal pool (collectively, the “**Project**”).

2. The Governing Body deems it in the best interests of the Issuer to finance the Project by selling the City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2023A (the “**Obligations**”) to a purchaser to be determined by competitive bid.

3. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

4. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 16 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the Treasurer or, in his absence, the Mayor.

“Fiscal Agent” means (i) the Treasurer or (ii) in the event the Purchaser has elected term notes, Bond Trust Services Corporation, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Stevens Point, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in Section 14 of this resolution.

“Obligations” means the not to exceed \$9,940,000 City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2023A, which will be issued pursuant to this resolution.

“Original Issue Date” means December 14, 2023.

“Project” has the meaning set forth in the recitals to this resolution.

“**Purchase Agreement**” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14 of this resolution.

“**Purchase Price**” has the meaning set forth in Section 4 of this resolution.

“**Purchaser**” means the qualified bidder whose bid results in the lowest true interest cost as determined by the Financial Officer, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Comptroller-Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of not to exceed \$9,940,000. The Obligations will be issued pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations; Parameters.

The Obligations will be named “City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2023A.” The Obligations will be dated the Original Issue

Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 99% nor more than 106% of the principal amount of the Obligations (the “**Purchase Price**”).

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser’s bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Financial Officer; *provided, however*, that (i) the true interest cost of the Obligations shall not exceed 4.93% (computed taking the Purchaser’s compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each February 1 and August 1, beginning on February 1, 2024, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The following table shows when the Obligations will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to \$500,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed \$9,940,000; and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by the Financial Officer in accordance with the Notice of Sale.

Principal Maturity Date (February 1)	Principal Amount
2024	\$4,350,000
2025	1,000,000
2026	1,000,000
2027	950,000
2028	700,000
2029	700,000
2030	620,000
2031	620,000

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. If applicable, the appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary fees of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes.

Section 8. Redemption.

The Obligations maturing on and after February 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on February 1, 2029 and on any date thereafter. The redemption price will be 100% of any principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such

Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on February 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, agreed to by the Financial Officer evidenced by the execution of the Purchase Agreement.

Section 9. Manner of Payment/Transfers/Redemption/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be

revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or other variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers and the Treasurer (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 4 of this resolution (the "**Notice of Sale**"). The Municipal Officers and the Treasurer are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

The Financial Officer is hereby authorized and directed to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Financial Officer may, in his discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which the Financial Officer determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 4 hereof.

The Financial Officer is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Financial Officer is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable

property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2023	\$5,231,896.67	2027	\$1,442,400.00
2024	2,000,400.00	2028	1,370,400.00
2025	1,910,400.00	2029	1,220,800.00
2026	1,771,900.00	2030	1,153,600.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, must be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The Issuer authorizes and directs that a final offering document (the "**Official Statement**") be prepared prior to the issuance of the Obligations. The Official Statement shall

be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser's bid evidenced by the Purchase Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 22. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: November 20, 2023

Approved: November __, 2023

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF STEVENS POINT

Registered

No. R-_____ \$ _____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	February 1, 20__	December 14, 2023	860248 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF STEVENS POINT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each February 1 and August 1, beginning on February 1, 2024, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on November 20, 2023, entitled: “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$9,940,000 General Obligation Promissory Notes, Series 2023A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by [the Issuer’s Treasurer][Bond Trust Services Corporation], or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after February 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on February 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on February 1 in the years 20__ and 20__ (collectively, the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing February 1, 20__

<u>Sinking Fund Redemption Date (February 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

Term Notes Maturing February 1, 20__

<u>Sinking Fund Redemption Date (February 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the

redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF STEVENS POINT, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: December __, 2023

This Obligation is one of the Obligations
described in the Resolution.

[BOND TRUST SERVICES CORPORATION,
as Fiscal Agent]

By: _____
[Treasurer, as Fiscal Agent][Authorized Signatory]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF STEVENS POINT, WISCONSIN RELATING TO NOTE SALE

On November 20, 2023, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Stevens Point, Wisconsin (the “City”) authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase contract relating to said borrowing. On December 5, 2023 the City entered into a purchase contract with an underwriter to whom the City agreed to sell its general obligation promissory notes in the principal amount of \$ _____. It is anticipated that the note closing will be held on or about December 14, 2023. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 1515 Strongs Avenue, Stevens Point, Wisconsin between the hours of 7:30 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: December ____, 2023

/s/ Kari Yenter
City Clerk

CERTIFICATIONS BY CLERK

I, Kari Yenter, certify that I am the duly qualified and acting Clerk of the City of Stevens Point, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$9,940,000 General Obligation Promissory Notes, Series 2023A,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On November 20, 2023, a meeting of the Governing Body was held beginning at 7:00 p.m.

2. **Posting.** On November __, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Stevens Point, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media.** On November __, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were __ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, __ of the Governing Body members voted Aye, __ voted Nay, and __ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on November ___, 2023, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of November ___, 2023.

Clerk

[SEAL]

AMBULANCE SERVICE PROVIDER AGREEMENT BETWEEN THE COUNTY OF PORTAGE AND THE CITY OF STEVENS POINT

THIS AGREEMENT is entered into effective as of January 1, 2024, between Portage County, a Wisconsin quasi-municipal corporation (the “**County**”), and the City of Stevens Point, a Wisconsin municipal corporation (“**Stevens Point**”), who is referred to as the “**Provider**”, or which along with one or more County designated Provider, collectively as “**Providers**”). See section 901 for term of contract.

WHEREAS, the County has established an emergency medical services program under the authority of section 256.12 of the Wisconsin Statutes, coordinates the overall EMS System, and has elected to utilize the Provider pursuant to this intergovernmental agreement under authority of section 66.0301 of the Wisconsin Statutes., and may consider additional providers as needed; and

WHEREAS, a primary objective is transparency and accountability for the system to all citizens of Portage County, in accordance with Chapter 256 of Wisconsin Statutes and Administrative Code provisions adopted thereunder, with the agreed-upon goals of improving the EMS System which the parties believe will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein; and

WHEREAS, all parties agree on the need for continuous improvement of the Emergency Medical Services System throughout the County with the goals of proper staffing, better integration, improved service delivery, and a professional dispatch service, with the long term goal of continuously improving performance and system flexibility.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties agree as follows:

ARTICLE I THE AGREEMENT

SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Emergency Medical Service in Portage County.

SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

SECTION 103. CONTRACT DOCUMENTS

The following Appendices are attached to and made part of this Agreement:

Appendix A	Compensation Schedule
Appendix B	Coverage Areas
Appendix C	Insurance Requirements
Appendix D	Fleet Specifications
Appendix E	Operational Capacity Requirements
Appendix F	On-Scene Supplies Exchange
Appendix G	Radio Programming
Appendix H	Adverse Medical Events

This Agreement, together with the foregoing Appendices, constitutes the entire Ambulance Service Agreement between the Parties with respect to the provision of Ambulance Services, shall supersede any prior proposal, agreement, contract, or memorandum of understanding between the Parties regarding such services, and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties. In the event of a conflict between or among this Agreement and any of the Appendices, this Agreement shall govern over the provisions of the Appendix or Appendices; or, in the event of a conflict between or among Appendices, the Appendix listed first above shall govern over those below it.

ARTICLE II DEFINITIONS

SECTION 201. WORDS AND TERMS

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“**Additional Services**” means those services described in Section 412 hereof.

“**Additional Services Amount**” means the amount owing to Provider pursuant to Section 702 hereof.

“**Advanced Life Support**” or “**ALS**” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code, or successor regulation.

“**Affiliate**” means any parent municipality, corporation, joint venture, subsidiary, or other legal entity with direct or indirect control of the Provider.

“**Ambulance**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes, meeting the requirements of **Appendix D** and operated by Provider which is equipped to provide Advanced Life Support services.

“**Ambulance Service**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes for emergency and non-emergency Transport services offered by the County and provided by Provider, including management, supervision, Additional Services, and other ambulance related services offered by the County, and provided by the Provider, pursuant to this Agreement. For the purposes of Ambulance vehicles, Paramedic is the minimum level of capability.

“Automated Aids” means the computer hardware, software, and networking provided and maintained by the Provider to aid in the automated tracking and assignment of Ambulances, providing information related to a Dispatch, mapping, routing, monitoring performance, and Ambulance status, scheduling of personnel, and any other management systems utilized by the Provider, including but not limited to global positioning satellite equipment and mobile communications computers/terminals purchased, installed, and maintained by the Provider in any Ambulances.

“Backup Agreement” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes, regarding all Providers within the Portage County EMS System.

“Base Amount” means the amount, set forth in **Appendix A**, paid monthly to Provider by the County for the provision of Base Services.

“Base Services” means all Emergency and Downgraded Emergency Responses, including all related support and ancillary services required hereunder, but excluding Additional Services.

“CAD” means computer aided dispatch computer hardware and software utilized by the County.

“Caller” means a person accessing the response system by telephone or another similar fashion.

“Communications Center” means the combined PSAP and Dispatch facility operated by the Portage County Sheriff’s Office.

“Continuing Medical Education” or **“CME”** means the continuing medical education program provided for County Certified Personnel to maintain County Certification.

“County” means Portage County, Wisconsin.

“Dedicated Standby” has the same meaning as “dedicated services” in section DHS 110.04(18) of the Wisconsin Administrative Code, such Ambulance being exempt from the then-current System Status Plan.

“Department” means the Wisconsin Department of Health Services, its divisions or other state agencies, having jurisdiction over EMS or Ambulance Services.

“DHS” means the Department of Health Services as used in the Wisconsin Administrative Code.

“Disaster” has the same meaning as utilized in chapter 323 of the Wisconsin Statutes, as declared by Federal, State, or County government.

“Disaster and Specialty Response Units” means transport capable medical ambulance buses, medical supply delivery trucks, equipment and supply trailers, rehabilitation units, spare ambulances, tow vehicles, all-terrain vehicles, or any emergency vehicles provided and maintained by the County for the purposes of evacuation, transport, protection, or care of the sick, disabled, and injured.

“Dispatch” or **“Dispatched”** means the act by the Communications Center of notifying a Provider of a Request by either triggering an audible alarm at a properly equipped radio receiver, a visual annunciation at a properly equipped fixed facility, or both. The customary audible alarm will be accomplished through the activation of specific tones transmitted on a designated County radio frequency followed by a voice transmission, but may be supplemented by the transmission of related data.

“Downgrade” or **“Downgraded”** means the discontinuance of the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.

“Downgraded Emergency Request” means an Emergency Request which, either (1) during a Response, or (2) during the period of time from when a Request is received to when Provider arrive on the scene, is Downgraded by a First Responder or dispatch personnel in compliance with the established EMS Protocols.

“Emergency” or **“Emergency Response”** means the immediate response to a request which may include the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.

“Emergency Medical Service” or **“EMS”** has the same meaning as in chapter DHS 110 of the Wisconsin Administrative Code.

“Emergency Medical Services Dispatcher” or **“EMS Dispatcher”** means any person who is employed at the Communications Center to Dispatch Providers and provide Pre-Arrival Instructions.

“Emergency Medical Technician” or **“EMT”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

“Emergency Medical Responder” or **“EMR”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

“Emergency Request” means a request for emergency services received directly at the PSAP, or a request for emergency services transferred from another source to the Communications Center.

“Emergency Transport” means a Transport resulting from (1) a Response to an Emergency Request, or (2) a Response to a Non-Emergency Request that results in a need for emergency services and emergency warning lights and sirens during transport.

“EMS Communications” means any portion of the Communications Center, used for Ambulance Dispatch and communications. The County may elect to relocate the EMS Communications function to a different physical location if it so chooses.

“EMS Coordinator” means an employee of the County who collaborates with the County’s Medical Director and service providers to provide administrative support, coordination, technical assistance, and outreach to the service providers and pre-hospital EMS providers of Portage County to help ensure quality patient care and service.

“EMS Emergency” means any occurrence or threat thereof, in the County or any municipality herein, or in any surrounding County or Counties, which may result in an unexpected increased demand for Ambulance Services, and is designated as such by the EMS Coordinator or the County.

“EMS Personnel” means the EMRs, EMTs, Paramedics, critical care nurses, or other medical professionals trained and licensed/certified to provide EMS Patient care.

“EMS Protocols” means the patient care protocols as outlined in chapter DHS 110 of the Wisconsin Administrative Code, prepared for the EMS System and approved by the Medical Director, as the same may be amended from time to time. Provider may work with the Medical Director to update EMS Protocols as needed to continually improve overall EMS System performance. EMS Protocols shall at minimum comply with and reflect DHS standards, but may go beyond such standards if Provider and Medical Director approve additional protocols.

“EMS System” means the network of organizations and individuals established to provide Emergency Medical Services to citizens of the County and may include but is not limited to: citizen CPR training and public education, EMS Communications, EMS Personnel, Emergency Medical Responders, First Responders, Ambulance Services, materials, fleet management, and medical quality control.

“First Responder” means the same meaning as “emergency medical personnel” as defined in section 941.37 of the Wisconsin Statutes.

“Fiscal Year” means the year commencing on January 1 of any given year and ending on December 31.

“Health Care Facility” means any hospital or facility as defined in section 150.84 of the Wisconsin Statutes.

“Hospital Bed Delay” means the continuation of Patient care at a hospital which exceeds twenty (20) minutes after Transport from the scene of an Emergency Request or a Downgraded Emergency Request. The time interval shall be calculated from arrival at the hospital until the time the hospital assumes responsibility for the Patient by receiving verbal report and placing the Patient on a hospital stretcher, in a wheelchair, or in the emergency department waiting room. A Hospital Bed Delay does not include Non-Emergency Requests, Non-Emergency Transports, direct admissions, or crew delays for clean-up, documentation, or other tasks.

“Incident Command System” means the on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy following the then current National Incident Management System.

“In-service” or **“In-service Ambulance”** has the same meaning as utilized in chapter Trans 309 of the Wisconsin Administrative Code.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care services; supporting a professional environment and culture that encourages and supports Personnel; understanding human errors occur and how accountability is assured through consoling, coaching, counseling, remedial training, or corrective action.

“MABAS” has the same meaning as “Mutual Aid Box Alarm System” found in chapter 323 of the Wisconsin statutes.

“Medical Direction” means medical supervision of the EMS System provided by the Medical Director through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

“Mutual Aid” has the same meaning as utilized in section 256.15 of the Wisconsin Statutes.

“Non-Emergency Request” means a request not meeting the definition of Emergency Request.

“Non-Emergency Transport” means a Transport, not meeting the definition of Emergency Transport.

“Non-Transport” means a response by Ambulance to a Request which does not result in a Transport and which is not eligible for compensation hereunder at the time this agreement is entered into.

“Operational Plan” has the same meaning as utilized in chapter DHS 110, Wisconsin Administrative Code.

“Out-of-service” or **“Out-of-service Ambulance”** means an ambulance that fails to meet the requirements of an In-service Ambulance.

“Paramedic” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

“Party” or **“Parties”** means either the County or Provider, or both, as the context of the usage of such term may require.

“Patient” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

“Patient Care Report” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

“Performance Requirements” means the requirements of this Agreement intended to ensure that (1) Turnout Times meet the requirements provided herein; (2) Ambulances be designed and equipped as provided herein; (3) clinical performance be consistent with approved medical

standards and protocols; (4) the conduct and appearance of all Provider's Personnel be professional and courteous at all times.

"Personnel" means all employees including, but not limited to, Emergency Medical Technicians, fleet mechanics, materials management assistants, managers, Paramedics, Registered Nurses, supervisors, and Senior Management employed by Provider.

"Pre-Arrival Instructions" means the Caller interrogation and instructions, as set forth in the National Academies of Emergency Dispatch's Medical Priority Dispatch Protocol version 12, or any successor method approved by the County and the Medical Director, which instructions are given by an EMS Dispatcher, at the Communications Center to a Caller prior to arrival of a First Responder, EMR, or Ambulance.

"Primary Service Area" has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

"Priority Dispatch Protocols" means the protocols described in Section 402 hereof; or any future variation determined by the County.

"Public Safety Answering Point" or **"PSAP"** has the same meaning as utilized in section 256.35 of the Wisconsin Statutes, operated by Portage County.

"Quality Management Principles" means the criteria and guidelines for organizational performance excellence as mutually approved in writing by the County's EMS Coordinator and the Provider.

"Registered Nurse" has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

"Request" means either an Emergency Request or a Non-Emergency Request.

"Reserve Ambulance" has the same meaning as utilized in chapter Trans 309 of the Wisconsin Administrative Code.

"Response" means the act of responding to a Request, which act begins with the dispatching of an Ambulance and, (1) in the case of a Request which does not result in a Transport, ends with cancellation of the Ambulance responding to the Request; or (2) in the case of Request resulting in a Transport, ends with the arrival of the Ambulance at the scene for Patient Transport.

"Response Time" means (1) in the case of an Emergency Request, the actual time elapsed from the moment a Provider is Dispatched, to the moment Provider's first transport capable Ambulance arrives at the scene; or (2) in the case of Non-Emergency Requests, the time elapsed from the requested pickup time to the time of arrival for Patient Transport.

"Special Events" has the same meaning as found in chapter DHS 110 of the Wisconsin Administrative Code.

"State" means the State of Wisconsin.

"State of Emergency" has the same meaning as a Disaster, as well as that provided for in chapter 323 of the Wisconsin Statutes, declared by proclamation of the Federal, State, or County government.

"System Status Plan" means a management system for deploying and redeploying Ambulances.

"Trans" means the Department of Transportation as used in the Wisconsin Administrative Code.

"Transport" means all Emergency and Non-Emergency transportation in Ambulances by Provider of Patients.

"Turnout Time" means the time interval that begins when the Communications Center Dispatch notification process begins by either an audible alarm or visual annunciation or both, and ends at the beginning point of travel time.

“Uncontrollable Circumstance” means any act, event, or condition, other than a labor strike, work stoppage, or slowdown, which has or may reasonably be expected to have a direct material adverse effect on the rights or obligations of a Party hereunder if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include an act of God and/or a State of Emergency. Normal weather conditions in Portage County are not considered an Uncontrollable Circumstance, however, the parties acknowledge that extreme weather events can create circumstances that materially affect the deployment of ambulances.

“WARDS” means the web-based reporting system called the Wisconsin Ambulance Run Data System as provided by the Wisconsin Department of Health Services.

“Wisconsin Administrative Code” or **“Wis. Admin. Code”** means the current version of the Wisconsin Administrative Code at the time of the implementation of this agreement, and any successor versions enacted by the State.

“Wisconsin Statutes” or **“Wis. Stats.”** means the current version of state law at the time of the implementation of this agreement, and any successor versions enacted by the State. This also includes any enabling regulations established by law in the Wisconsin Administrative Code (e.g. chapter DHS 110, Wis. Admin. Code as authorized by chapter 256, Wis. Stats.,) as well as any successor versions enacted by the State.

SECTION 202. TERMS GENERALLY

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation,” except as the context may otherwise require. The words “agree,” “agreement,” “approval,” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed,” except as the context may otherwise require. The words “approved,” “designate,” or similar words shall be deemed to be preceded by the word “reasonably,” except as the context may otherwise require.

ARTICLE III REPRESENTATIONS

SECTION 301. REPRESENTATIONS

All Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm, or organization, or any law or governmental regulation.

ARTICLE IV DUTIES AND RESPONSIBILITIES OF PARTIES

SECTION 401. AMBULANCES

(a) Obligation to Provide Ambulances. County shall provide the Provider with four (4) Ambulances and related equipment meeting the specifications set forth in **Appendix D** attached hereto.

(b) **Reserve Ambulance.** County shall maintain an additional stocked ambulance to be used by any of the Provider's within the County EMS System. The ambulance shall be stored at a facility of the County's choice. The ambulance shall be fully stocked aside from the following list of equipment that shall be transferred onboard the ambulance at the time of need.

- Portable Radios
- Toughbooks
- IV Pumps
- Ventilators
- Video Laryngoscope
- AED

(c) **Obligation to Provide Paramedic Ambulance Service**

Provider shall provide to the County services for 1 Primary ALS ambulance. ALS Ambulances provided, staffed, and operated under this Agreement shall provide Paramedic level services

(d) **Maintenance of Ambulances.** Provider shall coordinate for delivering ambulances in need of maintenance and repair to and from the necessary repair shop or Portage County Highway Shop. Any repair and maintenance shall be arranged according to the County's protocol. Repair and maintenance of all Ambulances shall be at the County's expense. The County shall have the final decision on what repairs shall be performed. In the event of any accident or traffic collision with an ambulance, the Provider shall notify the County per the County's policies and have the ambulance delivered to a repair shop or Portage County Highway Shop for inspection and necessary repairs. All Ambulances must comply with Wisconsin Administrative Code Trans 309 as amended from time to time.

(e) **Staffing of Ambulances.** All Ambulances shall have the required minimum staffing as established in chapter 256 of the Wisconsin Statutes to comply with the terms of their license issued by the Department.

(f) **On-Board Equipment and Supplies.** All Ambulances shall at all times carry equipment, supplies, and medications sufficient to meet or exceed State requirements for ALS Ambulances, as well as that required by chapter Trans 309 of the Wisconsin Administrative Code. Such equipment, supplies, and medications shall be sufficient to provide Paramedic level Ambulance Services, and support EMRs as provided for in section 404. Equipment and supplies shall be procured, obtained, and paid for as set forth in section 406.

(g) **Operational Capacities.** Provider shall be expected to field the specified number of Ambulances listed in **Appendix E**.

- i. These Ambulances shall be In-service on a 24 hours, 7 days per week, 365 days per year (366 during leap years) basis, 99.00% of the time, measured on both a monthly and annual basis.
- ii. No Ambulance required to be In-service may be taken Out-of-service for three hours or more in a single day except due to unforeseen mechanical failure, maintenance or due to a traffic collision involving the Ambulance.
- iii. No activities, services, obligations, agreements, or operations outside of this Agreement conducted by a Provider shall materially detract from the capability to meet the requirements and obligations of the Provider as set forth in this Agreement.

(h) **Intersystem Ambulance Transfer.** County reserves the right to make available to other providers as needed, at no cost, extra ambulances available in excess of what is required to perform Provider's obligations of this agreement, to other Providers within the County EMS

system when the requesting Provider's ambulance is down for an extended period due to unforeseen maintenance, mechanical failures, or other uncontrollable situations. In addition, if any of the Providers request additional ambulances for emergent or non-emergent incidents or situations through the Portage County Communications Center, the Providers will respond with ambulances and assistance with the incident or situation as communicated by Incident Command, the EMS Branch Director, or the Portage County EMS Coordinator.

SECTION 402. COMMUNICATIONS CENTER OPERATIONS

(a) CAD System Automated Aids. Provider shall furnish and maintain their own Automated Aids to support the performance management and oversight of Ambulance Services provided by the Provider. Dispatching hardware, software, and central equipment within the Communications Center shall be provided and maintained by the County. Provider shall be responsible for installing, maintaining and operating their own Automated Aids for managing and positioning of Ambulances and related purposes.

Provider may, at their expense, upgrade, their Automated Aids to ensure technically advanced, efficient, and responsive management of Ambulance Services.

Any Automated Aids shall be installed, managed, and operated by the Provider, and shall not be linked to the County networks or systems unless specifically authorized by the County in writing.

Given the rapid changes in technology, the County may choose to change software providers. In addition, if the Provider desires a connection or interface to the County's system the cost of the implementation, training, administration, and on-going support shall be borne by the Provider. All requests for changes should be presented through the appropriate channels identified by the County.

(b) Interface with Communications Center. Both Emergency and Non-Emergency Requests for service shall come directly into the Communications Center. After processing the call, the Communications Center will transfer the information onto the County's CAD system. Upon being provided the County's Dispatch information, the Provider's Personnel shall validate the accuracy of the address given to ensure accurate mapping of the incident on all Requests. Upon completion of the call the Communications Center will update the County's CAD system and the provider shall update data as provided for in section 402(e).

(c) Priority Dispatch Protocols. Provider shall comply with the Priority Dispatch Protocols. No Emergency Request or Non-Emergency Request shall be denied response by an Ambulance, and no Patient requesting Transport shall be refused a medically necessary Transport by an Ambulance. Depending upon the nature of the Request, the Priority Dispatch Protocols governing the EMS System's response to each type of service request may include no Response, a Downgraded Response, or an Emergency Response of either a First Responder, EMR, an Ambulance, or any combination thereof. Provider shall cooperate with the County in developing fully integrated Priority Dispatch Protocols for the EMS System. For interfacility and hospice transport requests received directly by Provider, Provider and Communications Center staff shall coordinate to ensure that the transport is provided without compromising Priority Dispatch Protocols.

(d) Pre-Arrival Instructions. Provider shall implement and comply with the Pre-Arrival Instructions for all Requests.

(e) Integrated Data System. Database information regarding patient care shall be shared so as to facilitate accurate billing and allow County to carry out Continuous Quality Improvement

functions, while maintaining patient confidentiality. Provider must grant County access to Provider's WARDS system data and electronic health records system. Parties acknowledge that the provisions of this section are a material term of the Agreement, and failure to comply can be considered a material breach of the agreement.

(f) Communications Equipment. County shall provide to Provider radio equipment as outlined in section 406 of this Agreement. Provider shall be responsible for the installation and cost of all communications equipment necessary for use within Provider's facilities. Provider shall be responsible for coordinating the installation of radio equipment in the Ambulances at the County's expense. All communications equipment shall be programmed in accordance with **Appendix G.**

(g) Communications Center Procedures. Provider shall assist the County in the development, improvement, and maintenance of internal procedures within the Communications Center to improve service delivery to the public, and all aspects of the EMS System. County acknowledges that Provider input and participation in procedure development is vital to ensure optimal EMS System performance. Changes to Communications Center procedures shall be reviewed and implemented via the appropriate channels identified by the County.

Provider shall participate in internal Communications Center quality assurance and improvement efforts, in cooperation with the Medical Director, for the purpose of enhancing the communications portion of the EMS System. The Communications Center will cooperate in Provider quality assurance and improvement programs to assist the Provider in enhancing their service delivery portion of the EMS System.

SECTION 403. COVERAGE AREAS

Provider is subject to dispatch for Ambulance Services anywhere within the boundaries of Portage County, irrespective if that area is with the Provider's Primary Service Area or not. Such determination of assignments shall be made by the Communications Center.

Provider shall provide primary Ambulance Services within the area designated as that Provider's Primary Service Area in **Appendix B.** The Provider shall be the Provider primarily responsible for providing Ambulance Services within its primary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below.

Each Provider shall further provide secondary Emergency Ambulance Service within the areas that constitute the balance of the County not included in the Primary Service Area in **Appendix B.** The Provider shall be secondarily responsible for providing Ambulance Services within its secondary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below in the event the primary Provider is unable to respond. The County shall be solely responsible for determining which Provider is Dispatched on a secondary basis, per communications center procedures.

The Provider agrees that this Agreement constitutes a de facto Backup Agreement with all other Providers in Portage County. Such Backup Agreement will be in force so long as this Agreement, and any successor agreement or extension, is also in force.

Provider shall perform Paramedic intercepts regardless of the Primary Service Area if Dispatched, so long as that Provider has been approved by the Medical Director to perform such a task.

SECTION 404. ON-SCENE SUPPLY CONSUMABLE OR DISPOSABLE EXCHANGE PROGRAM

When an Emergency Medical Responder in the course of treating or preparing a Patient for Transport employs supplies listed in **Appendix F**, as the same may be amended from time to time, Provider's Personnel shall exchange with that Emergency Medical Responder that same item of supplies from that Provider's on-board inventory on a one-for-one basis. If such supplies are not available, the Emergency Medical Responder group and Provider should make mutually agreeable arrangements to have the supplies delivered, or make pickup arrangements for the supplies. Provider shall be responsible for designing, implementing, and operating an inventory control record-keeping system capable of accurately tracking the quantities of supplies included in the on-scene supplies exchange program, as well as disposable supplies. Replacement of expired items or items lost from Emergency Medical Responder inventories shall not be Provider's responsibility.

SECTION 405. TURNOUT TIMES AND RESPONSES

(a) **Turnout Time Measurement.** Turnout Time criteria are set forth in **Appendix E** shall apply. Turnout Time compliance shall be measured and reported to the nearest 100th of 1 percent (.01%) and be determined on both a daily and calendar month basis.

(b) **Emergency Requests, Downgraded Emergency Requests, and Non-Transports.** Provider's Turnout Time to Emergency Requests and Downgraded Emergency Requests shall comply with **Appendix E**. Emergency Requests and Downgraded Emergency Requests resulting in Non-Transport shall be reviewed by the Medical Director and determined if they meet the established protocols set forth by the Medical Director.

SECTION 406. EQUIPMENT, FUEL, AND SUPPLIES

(a) **Capital Expenses.** The County shall provide to the Provider capital equipment as listed below. This list shall be the minimum provided equipment and the County reserves the right to add additional equipment as it sees fit. Should any listed capital equipment need replacement that will be done at the County's expense in accordance with County's capital planning process for EMS. The County shall maintain a replacement schedule that includes the expected useful life for capital equipment and meet with the Provider on an annual basis for a Capitol Improvement Plan meeting to discuss capital needs and get feedback from Provider.

(b) **Capital Equipment List**

- i. Four (4) ALS level Ambulances that meet the requirements of Chapter 256, DHS 110, and Trans 309.
- ii. One (1) heart monitor per ambulance
- iii. One (1) power lift patient cot per ambulance
- iv. Two (2) portable radios per ambulance to be programmed according to Appendix G
- v. One (1) mobile radio per ambulance to be installed in the ambulance and programmed according to Appendix G
- vi. One (1) laptop per ambulance for use in the ambulance

Any other capital equipment that Provider would like to carry on board the ambulance shall be done solely at the Provider's own expense.

- (c) **Fuel.** Provider shall be responsible for filling up ambulances with the correct fuel as needed utilizing the fuel purchasing card provided by the County in accordance with the County's fuel card policies and protocols. All fuel shall be at the County's Expense.
- (d) **Operational and Consumable Medical Supplies.** The provider shall utilize the County's ERP system, Munis, to enter requisitions to order necessary operational and consumable medical supplies related to performing the services of this agreement. Unless authorized in writing, no supplies shall be purchased without a valid Purchase Order (PO) number generated by Munis. Supplies ordered without a valid PO number may not be reimbursed and the cost shall be the responsibility of the Provider. All supplies ordered properly shall be at the County's expense.

Other provisions of this Agreement notwithstanding, Provider shall be responsible for furnishing, all necessary facilities, utilities, office supplies, and maintenance of the aforementioned to fulfill their obligations for EMS functions under this Agreement.

SECTION 407. TRAINING AND CONTINUING MEDICAL EDUCATION

Provider shall establish and maintain a training program for all employees that teaches proper Patient lifting and movement techniques. Such fitness training program is intended to reduce clinician injuries and increase Patient safety.

SECTION 408. MEDICAL QUALITY CONTROL

Provider shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and those established in the EMS Protocols, including any current Continuous Quality Improvement (CQI) Plan as approved by the Medical Director, and shall cooperate with the Medical Director in the monitoring, regulation, and oversight of the EMS System.

Provider shall assist the County in participation in programs such as the American Heart Association Mission Lifeline program, Cardiac Arrest Survivor Team (CAST), Cardiac Arrest Registry to Enhance Survival program, or successor programs by providing clinical services to review cases, analyze and compile data and patient outcome, and submit data and program applications as applicable. Future programs may include focused efforts on heart attack (ST-Elevation Myocardial Infarction), stroke, trauma, or other time sensitive life-threatening patient conditions.

SECTION 409. MEDICAL CASE REVIEWS

Medical Case Reviews shall be done in accordance with Chapter 256 of the State of Wisconsin Statutes and DHS 110.

SECTION 410. PERSONNEL

(a) **Professional Conduct and Appearance.** The Provider's personnel shall maintain a professional appearance and conduct themselves in a polite and courteous manner at all times while performing work under this Agreement. Provider shall employ highly trained personnel to operate Provider's equipment and Ambulances and to provide Patient care.

(b) **Personnel Qualifications.** All persons employed by Provider in the performance of work under this Agreement shall hold an appropriate license as specified by the Department. Provider shall comply with all applicable federal and state laws and regulations regarding licensing and credentialing.

SECTION 411. DISASTER ASSISTANCE, EMS EMERGENCY AND MUTUAL AID

(a) Disaster Assistance.

During a State of Emergency or Disaster, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work as necessary, informing persons requesting such non-Emergency service of the reason for the temporary suspension.

After the Disaster or State of Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Turnout Time requirements on a case-by-case basis in accordance with Section 405 hereof.

Provider will also actively cooperate in planning, updating, and following the Portage County Emergency Operations Plan (EOP) or Emergency Response Plan (ERP), including, but not limited to, Senior Management participation in disaster drills, critiques, and providing a representative to the scheduled meetings organized by the Emergency Management Division of the Portage County Sheriff's Office and for drills and activations of Portage County's Emergency Operations Center, at no cost to the County.

(b) EMS Emergency. Immediately upon notification by the Communications Center or the EMS Coordinator of an EMS Emergency, Provider shall commit such resources as are necessary and appropriate, and shall assist in accordance with plans and protocols applicable in the locality where the EMS Emergency has occurred. This may include, but is not limited to, additional Ambulances to be staffed immediately to respond to a large scale or mass casualty incident, support staff to deliver medical supplies or assist in the operations of County disasters.

When the EMS Emergency has been mitigated, Provider shall resume normal operations as rapidly as is practical.

During the course of an EMS Emergency, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work, informing persons requesting such Non-Emergency service of the reason for the temporary suspension.

After the EMS Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Turnout Time requirements on a case-by-case basis in accordance with Section 405 hereof.

(c) Mutual Aid. Response by the Provider to Emergency Requests shall be performed in accordance with state law and all of the terms and conditions of the Agreement. MABAS agreements are a satisfactory form of mutual aid.

SECTION 412. ADDITIONAL SERVICES

(a) Dedicated Standby. At the written request of the County, Provider shall provide Dedicated Standby with Ambulances. For mass gatherings or complex medical standby plans, this may include Dedicated Standby for a Disaster. The Provider may also provide Dedicated Standby services to another customer at their own discretion, but will be conducted at no expense to the County.

Ambulances used for Dedicated Standby shall transport patients from the event location to a medical facility, in which case another Ambulance shall be immediately dispatched to resume provision of Dedicated Standby at the special event, although such Dedicated Standby deployment shall not conflict with any other provision of the applicable Operational Plan or this agreement, and shall not cause Provider to call in additional staff on an emergency call-back basis unless the first ambulance has transported a person to a medical facility outside Portage

County. At no time shall Patient Transport be delayed by an Ambulance because of a Dedicated Standby.

(b) Courtesy Standby at Law Enforcement, Hazardous Materials, and Fire Incidents. Upon request by law enforcement, fire department agencies, or the Communications Center, Provider shall furnish courtesy dedicated coverage at Emergency incidents involving a potential of danger to the personnel of the requesting agency.

(c) Hospital Bed Delay. In the event that excessive, recurring bed delays are inhibiting Provider from satisfying its obligations under this Agreement, Provider shall coordinate with the EMS Coordinator and the facility experiencing the bed delays to identify means to lessen the impact of such bed delays.

SECTION 413. RESERVED

SECTION 414. EMERGENCY MEDICAL RESPONDERS

Provider shall cooperate and coordinate their activities and services with Emergency Medical Responders for the purpose of integrating Provider's services with the EMRs' services. It shall be understood that Provider will assist with periodic training with EMR groups, and with the annual skills lab as set forth by the Medical Director, EMS Coordinator, & EMS Association. Providers shall ensure all EMS Personnel understand local standard operating procedures.

SECTION 415. PROHIBITED ACTIVITIES

(a) On-Scene Collections. Provider shall not be required to request or accept payment for services rendered at the scene, en route, or upon delivery of the Patient.

(b) County Operations. Provider shall not interfere with, hinder, obstruct, or delay any lawful operations conducted by the County.

SECTION 416. USE OF COUNTY NAME

Provider shall use the County's ambulance service trade name ("Portage County Emergency Medical Services," or "Portage County EMS"), prominently in all of their Ambulance markings as specified in **Appendix D**, and public information programs, unless agreed to in writing by the County. Provider shall promote, protect, and enhance the reputation and image of the County's service trade name using all methods and efforts possible throughout the term of this Agreement.

SECTION 417. QUALITY MANAGEMENT AND PERFORMANCE MONITORING

(a) Quality Management Principles. Provider shall apply Quality Management Principles in their efforts to continuously improve Ambulance Services. Provider and the County shall endeavor to apply Quality Management Principles in their collaborative efforts to improve the EMS System.

(b) Just Culture. Provider shall establish and maintain a Just Culture framework, to ensure Patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and services; supporting a professional environment and culture that encourages and supports Personnel. Provider shall use Just Culture to understand human error and ensure accountability, consoling, coaching, counseling, remedial training, or corrective action. Provider shall provide training to their Personnel and training materials at no cost to the County.

(c) **Compliance Monitoring and Activity Reporting.** Provider shall cooperate with the County in monitoring their compliance with the requirements of this Agreement. Provider shall issue activity reports and other information as requested by the County. Provider shall issue an annual report at the end of each Fiscal Year by March 1st for the preceding Fiscal Year. In connection with the public information program, Provider shall submit reports to the County, which shall include: (1) program objectives; (2) reports on planned programs; (3) number of citizens receiving CPR certification; and (4) sample news releases, fliers, and public service announcements.

(d) **Customer Satisfaction Survey.** The County may send customer satisfaction surveys to Patients, Emergency Medical Responders, and Health Care Facilities as determined by the EMS Coordinator. Such customer service cards shall be addressed to the County and survey data shall be provided to the Provider.

SECTION 418. NOTIFICATIONS

Provider shall notify the Communications Center or EMS Coordinator, upon occurrence, of the following:

- i. Any adverse medical event as defined in **Appendix H**;

SECTION 419. PUBLIC EDUCATION AND INFORMATION

(a) **Public Education.** Provider is encouraged to maintain a public education campaign designed to: (1) reduce serious injury and fatal accidents by offering public education programs; and (2) train and assist in training Portage County citizens in first aid, cardiopulmonary resuscitation (CPR), CPR instructor certification, automated external defibrillator use, child safety seat use, bicycle safety and helmet use, safe living habits for children and senior citizens, and PulsePoint. Provider will support County sponsored professional meetings and public education events.

(b) **Public Information and Community Support.** Provider is encouraged to maintain a comprehensive public information and image campaign designed to: (1) increase public awareness of the EMS System through a public information campaign; (2) increase involvement in community and civic activities within Portage County to increase public image and goodwill.

SECTION 420. ETHICS AND OTHER TRAINING COMPLIANCE

(a) **Ethics and Compliance.** Provider shall, at all times, conduct their business and perform their responsibilities under this Agreement in accordance with ethical business practices. Provider further agree to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding appropriate billing information, and to provide services hereunder in compliance with all applicable federal and state statutes and regulations.

(b) **HIPAA Compliance Program.** Provider and the County shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(c) **NIMS Compliance Program.** Provider shall comply with the then current National Incident Management System (NIMS) compliance and training requirements. Provider shall ensure Personnel have completed FEMA IS-700, ICS-100, and ICS-200 or equivalent courses. Provider shall ensure Senior Management have completed FEMA IS-700, FEMA IS-800, ICS-100, ICS-200, ICS-300, and ICS-400 or equivalent courses. Provider shall maintain a copy of course completion for all Personnel.

(d) **Traffic Incident Management Compliance Program.** All EMS Personnel employed by the Provider shall have successfully completed, and comply with, the national Traffic Incident Management Responder Training Program provided by the US Federal Highway Safety Administration, or an equivalent course. Provider shall maintain a copy of course completion for all Personnel.

SECTION 421. DOCUMENTATION AND ACCESS TO RECORDS

Provider is responsible for the preparation and maintenance of accurate, complete, legible, and concise medical documentation consistent with the requirements as established by DHS 106. The Provider is responsible to be qualified to provide services, for meeting the program requirements, and to maintain records in accordance with the requirements for the provision of services with Medicare, Medicaid, and other third party providers as a contracted service provider of the County.

The Provider will provide the County's Finance Director and Accounts Receivable Supervisor access to medical records or electronic records system, including WARDS, in order for the County to meet its ongoing responsibilities as a provider with Medicare, Medicaid, and other third party providers.

The County's access to medical records shall be utilized to support the Quality Management and Performance Monitoring in Section 417.

The Provider may appropriately audit any access to medical records or electronic records system by the County and request information regarding such access as the Provider deems necessary.

Provider shall provide pre-billing patient business services to ensure completed and accurate Patient Care Reports are submitted to the County or its contracted billing company. Provider shall implement the business processes as required below and work closely with the County to implement new Medicare, Medicaid, third party insurance or other new requirements, as may be required from time to time, through collaborative meetings that involve Provider's Senior Management and County's staff. The patient business services functions and processes provided by the Provider shall require the following:

- i. When a Non-Emergency Request is received, the request must be screened for medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS). If the Provider clearly determines medical necessity is not met, the Provider shall suggest another means of transportation be utilized and explain to the Requestor that medical necessity for transport by Ambulance has not been met.
- ii. When medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS) exists, Personnel must substantiate and document, in the Patient Care Report, the medical necessity for transportation by Ambulance and why transportation by other means was contraindicated.
- iii. For Non-Emergency Requests, Personnel must document in the Patient Care Report, the reason transportation by Ambulance was requested. If there is a conflict between the information obtained by the EMS Dispatcher in CAD call notes, the Patient Care

- Report or the Physician Certification Statement (PCS) form, documentation of such differences shall be provided in the Patient Care Report or an addendum.
- iv. Provider shall ensure continual compliance with the then current regulations of the Centers for Medicare & Medicaid Services (CMS), Medicaid, private insurance and all other payer regulations as indicated by the County.
 - v. Provider shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all Non-Emergency Requests. Provider shall ensure all signatures on a PCS form are legible, identifiable, and signed by authorized individual (i.e. only a discharge planner and not a social worker are permitted to sign per CMS regulation).
 - vi. Provider shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all repetitive Patient Transports as determined by CMS. Provider shall ensure a medical doctor signs the PCS form for all repetitive patients and that the signature is legible, identifiable, and signed by authorized individual.
 - vii. Personnel shall obtain pre-authorization, as required, for Non-Emergency Requests.
 - viii. Personnel shall obtain all required signatures to ensure Patient Care Report is completed for Transports following the County's then current requirements and ensure refusal and witness signatures are obtained for Non-Transports.

SECTION 422. EMS CENTRAL SUPPLY OVERSIGHT

The Provider shall establish and maintain adequate inventory control policies and procedures.

SECTION 423. EMS LICENSE COSTS

The Provider shall be responsible for the costs of the Wisconsin EMS license issued to the provider issued by the Department of Health Services.

**ARTICLE V
RESERVED**

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

SECTION 601. INSURANCE REQUIREMENTS

Provider shall maintain at all times during the term of this Agreement insurance in accordance with **Appendix C** by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best Financial Strength Rating of B-. If no AM Best rating is available, the insurance company may have a rating from another rating agency that is reasonably equivalent to or better than an AM Best Financial Strength Rating of B- (Fair/Adequate ability to meet obligations). Provider shall supply a Certificate of Insurance (COI) to the County within 30 days after execution of this Agreement.

SECTION 602. HOLD HARMLESS & INDEMNIFICATION

Provider agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the County from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or

omissions of Provider, its employees, officers, agents and representatives in the performance of this Agreement.

County agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the Provider from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of County, its employees, officers, agents and representatives in the performance of this Agreement.

ARTICLE VII COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION

Each month, the County shall pay to Provider for the provision of Base Services an amount equal to the Base Amount as set forth in **Appendix A**. In addition, the County shall pay approved reimbursement costs for Disaster Services and EMS Emergencies as outlined in section 703. From the total of the Base Amount and the Reimbursement Amount for Disaster Services and EMS Emergencies. The resulting figure shall be Provider's Compensation hereunder.

Payment of the Compensation shall be made after receipt and acceptance by the County of an invoice for services rendered during the preceding calendar month. Such invoices shall itemize the Base Amount, the Disaster Services and EMS Emergencies reimbursement amount.

SECTION 702. ADDITIONAL SERVICES

For Additional Services rendered by the Provider, the following conditions shall be met:

(a) Contracted Dedicated Standby. Provider may provide Dedicated Standby for which they contract directly with a third party, at no cost to the County, provided such service does not materially interfere with the Provider fulfillment of their obligations under this Agreement. Provider shall collect for such services without utilizing the County's billing procedure. Provider shall report all fees collected to the County as an offset of expenses outlined in Appendix A. Provider shall charge fees in an effort to cover any expenses for providing the contracted standby services.

SECTION 703. REIMBURSEMENT FOR DISASTER ASSISTANCE AND EMS EMERGENCY

At the conclusion of Disaster assistance or EMS Emergency, as described in Section 411(a) and (b) hereof, Provider shall determine their additional costs incurred in the course of rendering such Disaster or EMS Emergency assistance, and shall present such cost statement to the County for review, acceptance, and reimbursement. The cost statement associated with rendering aid under Disaster or EMS Emergency conditions shall be based solely upon the additional costs incurred by Provider in the course of rendering such assistance, and shall not include costs of maintaining production capacity that would have been borne by Provider to meet normal service requirements if the Disaster or EMS Emergency had not occurred. Only reasonable and verifiable reimbursement of additional costs shall be made relative to Provider performance during Disaster or EMS Emergency conditions.

During periods of Disaster or EMS Emergency, and in accordance with a plan proposed by Provider, approved by the County, and coordinated with the County's Emergency Operations Plan or Emergency Response Plan, the County and Provider shall supply, and continuously re-

supply as necessary, oxygen and medical supplies to designated disaster sites, treatment areas or public shelters which are designated by the County. Provider shall position one Ambulance at each of the public shelters designated by the County as a “special needs” shelter. The County shall supply shelter medical supply carts and oxygen tank racks to support the Provider’s distribution of medical supplies and oxygen cylinders to disaster sites, treatment areas or public shelters. Provider shall operate Disaster and Specialty Response Units, including medical ambulance buses, to assist First Responders and affect the orderly evacuation and sheltering of citizens. Provider shall transport special needs or bed bound Patients by Ambulance per the procedures established in the CEMP. Provider will assist the County in managing the inventory and performing stock rotation of medical supplies of County’s Disaster and Specialty Response Units disaster response vehicles.

SECTION 704. AUDITS AND INSPECTIONS

During the term of this Agreement, the County may perform or arrange to have performed, an audit of the Provider’s policies, procedures, and records that relate to the performance of the Provider under this Agreement to ensure compliance with this Agreement upon at least 10 business days’ notice. Notwithstanding the foregoing, the parties agree that County may perform or arrange to have performed an audit at any time, in the event of (i) audits required by another governmental or regulatory authority, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (iii) the County reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to County operations.

Provider shall retain all records pertaining to this Agreement for a period of at least seven (7) years after final payment is made.

The County’s representatives may at any time, with reasonable notification and without disrupting already scheduled observations, directly observe Provider’s’ operation by riding as “third person” on any of Provider’s’ Ambulances at any time, provided, however, that the County’s representatives shall conduct themselves in a professional and courteous manner, shall have completed all training required by law to ride aboard an Ambulance as an observer, shall not interfere in any way with Personnel in the performance of their duties, shall at all times be respectful of Provider’s’ employer/employee relationships, and shall comply with any other necessary and reasonable requirement by the Provider.

The Provider is liable for any amount of an audit adjustment or disallowance plus penalties attributed to the County by the federal government or the Department as required by any agreements or certifications to bill for Provider services in accordance with section DHS 106.09, Wis. Admin. Code for any intentional, deliberate, or malicious actions taken by the Provider or Provider’s staff.

SECTION 705. FISCAL NON-FUNDING

Notwithstanding any other provision of this Agreement to the contrary, in the event that the County loses its levy limit exemption for a Countywide Emergency Medical System under 66.0602(3)(e)6 of the Wisconsin Statutes, and sufficient budgeted funds are not available for a new fiscal year, the County shall notify Provider in writing within five (5) days of the

determination of such occurrence, and this Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the County.

SECTION 706. RESERVED

SECTION 707. NOT TO EXCEED CAP

Any and all compensation or reimbursement of any kind to the Provider provided for in this Article VII or elsewhere in this Agreement, in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County Board of Supervisors' budgetary process for services or reimbursement to the Provider provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the County for any compensation that exceeds the total compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County Board of Supervisors to utilize the emergency powers of chapter 323 of the Wisconsin Statutes to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the parties that the County may not compel the Provider to incur expenses beyond the County's approved budget amount until such time as a budget amendment raising such budget is approved.

**ARTICLE VIII
EVENTS OF DEFAULT**

SECTION 801. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default on the part of Provider:

- (a)** The failure or refusal by any Provider to substantially fulfill any of their obligations in accordance with this Agreement, when such failures do not create a public health or safety emergency. However, no such failure or refusal shall constitute an Event of Default unless and until:
 - i. The County has given prior written notice to Provider specifying that a default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of Provider;
 - ii. The Provider either has not corrected such default, or has not initiated reasonable steps, as determined by the County, to correct the same within thirty (30) days from the date of such notice and thereafter does not continue to take reasonable steps, as determined by the County, to correct such default.
- (b)** Persistent and repeated failures or refusals by a Provider to substantially fulfill any of their obligations in accordance with this Agreement, or failure or refusal by a Provider to substantially fulfill any of their obligations in accordance with this Agreement that constitute a public or safety health emergency, shall, notwithstanding the notice and cure provisions pursuant to subparagraph a above, constitute an immediate Event of Default.
- (c)** The final adjudication of a Provider as bankrupt after the filing of an involuntary petition under the Federal Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Provider or until the order of adjudication is no longer able to be appealed.

(d) In the event of a strike, work stoppage, slow down, or any other labor disruption, which causes failure of a Provider to substantially fulfill any of their obligations in accordance with this Agreement, the County, in its sole discretion, may immediately terminate this agreement without penalty to the County. Such disruption on the part of the Provider's workforce shall constitute a default on the part of the Provider.

SECTION 802. EFFECT OF EVENT RESULTING IN TERMINATION

Failure of a Provider to substantially fulfill any of its obligations in accordance with this Agreement, considered an Event of Default, shall be considered a material breach of the Agreement and shall be cause for the County, at its sole discretion, to immediately terminate this Agreement without penalty to the County as to that Provider.

(a) In the event of termination, other than for fiscal non-funding pursuant to Section 712, Provider agree to continue operations until either (i) the expiration of ninety (90) days, or (ii) the date on which a new party is substituted for Provider as hereinafter provided, whichever occurs first. During such period, the County shall continue to be obligated to make payments to Provider in accordance with Article VII hereof, and Provider shall continue all operations and support services in accordance with the terms of this Agreement.

(b) If this Agreement is terminated pursuant to this Article VIII, or expires pursuant to Article IX, Provider shall cooperate with the County or any other party providing ambulance transport service by providing reasonably necessary assistance to ensure uninterrupted Ambulance Services during the transition from the Provider to a new service provider at no additional cost to the County.

**ARTICLE IX
TERM**

SECTION 901. TERM

The initial term of this Agreement shall be for 48 months, commencing January 1, 2024 and terminating at midnight, December 31, 2027.

Should the County and the Provider fail to mutually approve a successor agreement by December 31, 2027, the County shall have the right to pursue other providers to provide EMS services within the County.

Should the County and the Provider fail to mutually approve a successor agreement, and the County does not pursue an alternative provider, this Agreement shall automatically continue until December 31st of the following year while approval is sought from the State to develop and implement a new ambulance service plan for Portage County.

SECTION 902. AMENDMENTS

Other provisions of this Agreement notwithstanding, nothing herein should be construed to prevent the County and the Provider from discussing and potentially agreeing upon any mid-Agreement amendments or ancillary agreements related to this Agreement. A possible reason for mid-Agreement amendment or ancillary agreement related to this agreement includes, but is not limited to, the state of Wisconsin requiring a transition to a two-paramedic system at any point during the life of this agreement. Also, should the enactment of any federal or state law or

regulation impact the health insurance of a provider during the life of this agreement, the county agrees to meet and negotiate the impact and effect of these changes to ensure that any unanticipated healthcare costs arising from such an enactment do not place financial burden on the provider. This does not include non-mandated changes such as electing to change health insurance plans during the life of this agreement. Any costs associated with a mid-agreement amendment or ancillary agreement related to this agreement will be accounted for in the next county budget cycle and/or during the interim period leading up to the county budget adoption so that neither providers or the county are put at a fiscal disadvantage for reasons outside of their control. Any such discussions in and of themselves shall in no way abrogate the provisions of this Agreement or any portion herein. Should any discussions fail to reach an agreement, the existing provisions of this Agreement shall continue unabated.

ARTICLE X MISCELLANEOUS

SECTION 1001. ASSIGNMENT AND SUBCONTRACTING

Provider shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this Section 1001 shall, at the option of the County, terminate the Agreement and shall not convey any rights to the assignee.

Provider are fully responsible for completion of the Services required by this Agreement. Provider shall not subcontract any work under this Agreement, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

SECTION 1002. PROVIDER OPERATIONS

Other provisions of this Agreement notwithstanding, the County recognizes that it does not exercise control over the daily operation of the Provider regarding individual manpower assignments, terms, benefits, or conditions of employment established by a collective bargaining agreement, or duties and obligations of any City of Stevens Point board or commission, nor is the County bound by them.

SECTION 1003. NOTICES

Unless otherwise specified, all notices, consents, and agreements required or permitted by this Agreement shall be in writing, and shall be addressed as follows:

To Portage County:	Portage County Sheriff's Office Attn: EMS Coordinator 1500 Strongs Avenue Stevens Point, Wisconsin 54481-3542
To the City of Stevens Point:	Stevens Point Fire Department Attn: Fire Chief 1701 Franklin St Stevens Point, Wisconsin 54481

SECTION 1004. ENTIRE AND COMPLETE AGREEMENT

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 1005. OTHER DOCUMENTS

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 1006. APPLICABLE LAW

The laws of the State of Wisconsin shall govern the validity, interpretation, construction, and performance of this Agreement.

SECTION 1007. OPEN RECORDS LAW

Pursuant to Wisconsin's Open Records Law, sections 19.21, *et. seq.*, Wis. Stats., Provider shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- ii. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in section 19.35, Wis. Stats., or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

SECTION 1008. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by another Party and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 1009. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such

other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

SECTION 1010. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

SECTION 1011. HEADINGS

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 1012. CONTRACT DISPUTE RESOLUTION

Provider and the County will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute that cannot be resolved between the parties through negotiation may then be resolved through commencement of a legal action in the Circuit Court for Portage County, Wisconsin. Each Party consents to jurisdiction over it by such a court.

SECTION 1013. COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 1014. SURVIVAL

The following provisions shall survive the expiration or termination of the Term of this Agreement: Article VI and Sections 801, 802, 1006 and 1007 (and others which by their nature would survive).

SECTION 1015. CONFLICT OF INTEREST

(a) The Provider represents that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Provider during the agreement term and any extensions, and during the term of this Agreement.

(b) The Provider shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Provider are in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Provider may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Provider. The County agrees to notify the Provider of its opinion within ten (10) calendar days of receipt of notification by the Provider, which shall be binding on the Provider.

SECTION 1016. NO THIRD PARTY BENEFICIARY

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

SIGNATURE PAGES IMMEDIATELY FOLLOW

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized offices, have caused this Agreement to be executed on this _____ day of _____, 2023.

FOR PORTAGE COUNTY:

By: _____
John Pavelski, County Executive Date _____

By: _____
Mike Lukas, Sheriff Date _____

By: _____
Alan Haga, Chair, Portage County Board of Supervisors Date _____

FOR THE CITY OF STEVENS POINT:

By: _____
Mike Wiza, Mayor Date _____

By: _____
Jerry Moore, President of Police and Fire Commission Date _____

By: _____
JB Moody, Fire Chief Date _____

APPENDIX A

Compensation Schedule

The compensation provided to the provider in this section shall be used solely and only for expenses for staffing and associated expenses, to include wages, fringes, benefits, medical malpractice, uniforms, and training less any revenues received. The share of utilities specific to EMS is also covered as part of the compensation. The compensation provided to the provider in this section shall not be expended, used, or spent to purchase medical equipment, medical supplies, medications, nor for capital improvements or the items set forth in section 406. The County shall provide all the operational expenses as outlined in section 406.

Cost overruns to each annual budget of \$1,000 or greater will be paid by the County at the rate of 70%, with the Provider paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit. Excess funds will be returned to Portage County to be placed in the EMS fund for the sole purpose of system improvement. The County shall receive expense reports by the last day of the previous month. The Provider shall inform the County if they anticipate an overrun prior to the overrun occurring.

Stevens Point

2024:	\$2,362,417.00
2025:	\$2,447,541.00
2026:	\$2,531,246.00
2027:	\$2,607,183.00

Payments shall be made to the Provider in accordance with Article VII of this Agreement.

APPENDIX B

Coverage Areas

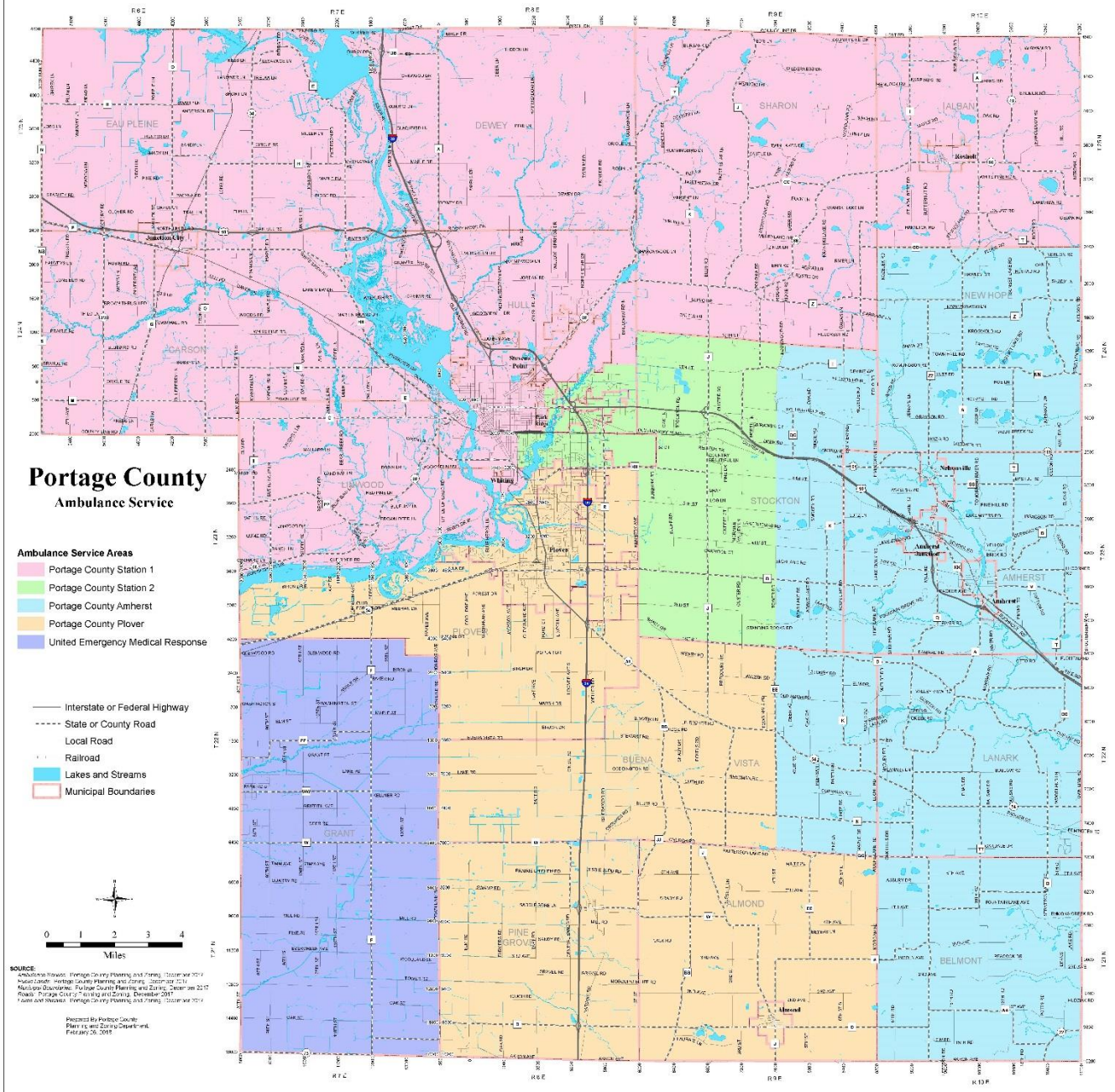
Emergency Service Number (ESN) Areas. Portage County has established ESNs in conjunction with their 9-1-1 service provider and Portage County Planning and Zoning Department. Each ESN represents an area of Portage County where emergency service Provider (including Ambulances) are specified for dispatch to employees of the Communications Center. Portage County Ambulance coverage areas are based on ESNs, and a Provider is assigned a series of ESNs for their primary response area as indicated in **Section 403**.

Portage County is solely responsible for the establishment and maintenance of ESNs. Any change in ESNs affecting Ambulance primary response areas shall be implemented upon mutual agreement of Portage County and the Ambulance Service Provider assuming additional territory after such change. No change to ESNs which reassigns primary response area shall be made without the written agreement of the municipality within which such ESNs exist. Ambulance Service Provider experiencing a reduction in primary response area responsibilities shall not suffer a reduction in compensation for the duration of this Agreement until such time as it is modified or renewed.

<u>Provider</u>	<u>Primary Service Area ESNs</u>
Stevens Point	172, 174, 175, 176, 177, 178, 179, 189, 190, 191, 192, 193, 194, 211, 214, 215, 216, 217, 218, 219, 220, 221, 223, and 224
Plover	171, 196, 197, 198, 199, 207, 208, 209, 212, and 222
Amherst	173, 180, 181, 182, 183, 184, 185, 186, 187, 200, 201, 202, 203, 204, and 206
United Ambulance	195, 210, and 213

The reference to other Providers' Primary Service Areas in this Agreement is for ease of reference and does not constitute a part of this Agreement.

This map is included to assist in visualizing the ESNs listed above, and for ease of reference. It does not constitute a part of this Agreement.



APPENDIX C

Insurance Requirements

Commercial General Liability

- \$1,000,000 per occurrence
- \$1,000,000 Products liability and completed operations
- \$2,000,000 General Aggregate
- \$1,000,000 Personal and advertising injury

Portage County is to be listed as an additional insured on a primary and non-contributory basis.

Medical Malpractice Insurance

- Maintain medical malpractice insurance as required by Wisconsin Statutes, but shall be for a minimum amount of \$2,000,000

Portage County is to be listed as an additional insured on a primary and non-contributory basis.

Workers Compensation

- Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. A program of self-insurance in which the Provider assumes responsibility for its own worker's compensation risk and payment shall also satisfy this requirement.

APPENDIX D

Fleet Specifications

1. Ambulance Specifications. County shall provide ambulances that meet requirements specified by law or administrative rule as to specifications, medical equipment, supplies, and sanitation as specified under section 341.085 of the Wisconsin Statutes, and chapter Trans 309 of the Wisconsin Administrative Code.
2. Any Ambulance that fails to maintain the standards listed above, or should any Ambulance be found to no longer be in compliance with those standards, shall immediately be taken Out-of-service and repaired or the deficiency otherwise corrected as soon as practical. The staffing standards found in **Appendix E** shall be maintained. No ambulance shall be operated in a deficient condition.
3. Trade Name. Ambulances shall prominently display the Portage County trade name on each Ambulance as specified below. Lettering shall be no less than six inches in height, in contrasting colors with the vehicle background. Drawings or other renderings of such Ambulance lettering shall be approved by the County prior to that Ambulance being put into service. Trade name lettering shall be maintained in a professional fashion. Portage County may modify these requirements to conform to particular and individual circumstances at their own discretion.
 - a. “PORTAGE COUNTY” shall be displayed on each side (left and right) of the Ambulance in the upper 1/3 of the height of the vehicle.
 - b. “PORTAGE COUNTY” or “PORTAGE CO. EMS” shall be displayed on the front and rear of the Ambulance in the upper 1/3 height of the vehicle.

APPENDIX E
Operational Capacity Requirements

Assets Required

Turnout Time

- | | |
|-------------------------------------|-----------------------|
| a. Two (2) Primary ALS Ambulances | 180 Seconds |
| b. Two (2) Secondary ALS Ambulances | Reasonable Time Frame |

1. All ALS Ambulance provided, staffed, and operated under this Agreement shall provide Paramedic level services.
2. Provider's Turnout Time to Emergency Requests and Downgraded Emergency Requests shall be within the limits specified above, eighty-eight (88.00%) percent of the time or greater, as provided for in **section 405**. Provider and County will mutually agree upon method for documenting turn out time.
3. Emergency Requests include Downgraded Emergency Requests.
4. The Provider shall provide full-time dedicated staffing for the primary Ambulances.
5. Turnout Time standards for secondary ambulances are in specific recognition that the Provider may need to provide staffing from other on-duty assets and reassign them to an Out-of-service Ambulance in order to staff that Ambulance.
6. Except as specified herein, the Provider may provide additional ambulances and other EMS vehicles at their own expense. Such vehicles may include Reserve Ambulances, staff vehicles, EMS personnel staffing fire apparatus, and other response vehicles. These vehicles shall not be governed by or included in these Turnout Time standards.
7. All non-transports shall be reviewed by the Medical Director and determined if they meet the established protocols set forth by the Medical Director.

APPENDIX F

On Scene Supplies Exchange

This list is intended to cover the usual, customary, and medically necessary items used by Emergency Medical Responders as approved by the EMS Coordinator and Medical Director, and is not intended to be all-encompassing.

Albuterol
Alcohol Pads
Aspirin
BVM – Adult or Pediatric
Chest Seal
Cling
Coban
Cold Packs
CPAP
Defibrillator Pads
Epinephrine Kit
Emergency Blanket
Emesis Bag
Gloves and Other PPE
Glucagon
Hand Sanitizer
Hot Packs
IM Syringe – 1cc
Ipratropium Bromide (Atrovent)
Lancets
Narcan with Atomizer
Nasal Cannula – Adult or Pediatric
Nasopharyngeal Airway
Needle – 22g Straight
Nebulizer Mask – Adult or Pediatric
Non-Rebreather Mask – Adult or Pediatric
OB Kit
Oral Glucose
Oropharyngeal Airways
Procedure Masks
Saline or Sterile Water Bottle
SAM Splint
Supraglottic Airway
Tape
Tourniquet
Trauma Dressings and Bandages
V-Vac Replacement Cartridge

APPENDIX G

Radio Programming

Provider shall ensure that their mobile and portable radios are properly programmed with the following radio frequencies, at a minimum. Provider may program them in any order or configuration that they find convenient and efficient.

Portage County Radio Channels

1. Portage County Paging
2. Portage County Public Safety 1
3. Portage County Public Safety 2

Wisconsin Mutual Aid Channels

1. Mutual Aid Regional Channel 1 (MARC 1)
2. Mutual Aid Regional Channel 2 (MARC 2)
3. Mutual Aid Regional Channel 3 (MARC 3)
4. Mutual Aid Regional Channel 4 (MARC 4)
5. Interagency Fire Emergency Radio Network (IFERN)
6. Interagency Fire Emergency Radio Network 2 (IFERN 2)
7. State EMS Advanced (EMS A)
8. State EMS Basic (EMS B)
9. State EMS Coordination (EMS C)
10. Fireground Red
11. Fireground White
12. Fireground Blue
13. Fireground Gold
14. Fireground Black
15. Fireground Grey
16. VHF Calling (VCALL10)
17. VHF Tactical 11 (VTAC 11)
18. VHF Tactical 12 (VTAC 12)
19. VHF Tactical 13 (VTAC 13)
20. VHF Tactical 14 (VTAC 14)

Specifications for Portage County radio channels can be found in the Portage County Public Safety Communications Plan.

Specifications for the State of Wisconsin radio channels can be found in the State Plan for Mutual Aid Communications Frequencies.

Usage and assignment of radio channels shall be governed by the appropriate and current communications Rules and Regulations.

Appendix H

Adverse Medical Events

Adverse medical events include:

1. Any event, not primarily related to the natural course of the patient's illness or underlying condition, that affects a Patient and results in the Patient's death, permanent harm, or severe temporary harm, including, but not limited to:
 - a. Any deviation from the EMS Protocols.
 - b. Medication or procedural errors.
 - c. Vehicular collisions involving a Provider's Ambulance.
 - d. Provider equipment malfunctions.
2. Any action taken by EMS Personnel which is subject to enforcement actions as listed in section DHS 110.54 of the Wisconsin Administrative Code, chapter 256 of the Wisconsin Statutes, or other related law, administrative rule, or local ordinance.
3. Any event that results in patient death or harm, implicates the EMS System, and is likely to become a news story or otherwise gain negative public attention.
4. Any event that the Provider believes should be reported for safety or other professional reasons.

It is agreed by all Parties that this list may be updated from time to time upon the mutual agreement of the ALS Providers, Medical Director, and the County.

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594



Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
Fax: 715-346-1683

November 15, 2023

To: Finance Committee, Common Council

Subject: 2024 Budget

Since the budget meeting on October 23rd, there have been a few changes to the budget. Most of these were already discussed at November Finance, such as the changes with health insurance enrollment and increasing hours in the Community Media department. Since the Finance Committee meeting, we also made a few technical adjustments to the Debt Service Fund (Fund 300) and the Athletic Field Fund (Fund 400). These changes were made to incorporate how the pledges and revenues for the Goerke/Willett project will be used to repay the debt that was taken out for the project.

A complete list of the proposed changes since the initial budget presentation in October is attached.

CHANGES IN BUDGET
BUDGET - BEGINNING (BUDGET)
Period: 1/1/2024 (00/24)

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date	Created By
11/03/2023	PER CARRIE/COREY	100.51.20010.1035	MUNICIPAL COURT JUDGE	345.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	100.51.20010.1900	EMPLOYER CONTRIB/WIS RET.	1,212.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	100.51.20010.1910	EMPLOYER CONTRIB/S.S. TAX	27.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	100.52.20100.1950	MEDICAL INSURANCE PREM		25,061.00-	11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	100.52.20100.1955	HSA CONTRIBUTION		1,200.00-	11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	100.52.25270.1950	MEDICAL INSURANCE PREM		9,034.00-	11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	100.52.25270.1955	HSA CONTRIBUTIONS		600.00-	11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	100.53.30100.1950	MEDICAL INSURANCE PREM	2,657.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	100.53.30100.1955	HSA CONTRIBUTIONS	900.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	232.55.50600.1420	PRODUCTION SPEC WAGES	11,594.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	232.55.50600.1900	EMPLOYER CONTRIB/WISC RET.	806.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	232.55.50600.1910	EMPLOYER CONTRIB/S.S. TAX	893.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	232.55.50600.1930	WORKERS COMPENSATION PRE	207.00		11/03/2023	CFREEBERG
11/03/2023	PER CARRIE/COREY	232.55.50600.1950	MEDICAL INSURANCE PREM	3,646.00		11/03/2023	CFREEBERG
11/03/2023	PER COREY	100.49.19232.59	OP TRANS FR TELECOM	30,000.00		11/03/2023	CFREEBERG
11/03/2023	PER COREY	100.51.19850.9050	LEVY FOR CONTINGENCIES	754.00		11/03/2023	CFREEBERG
11/03/2023	PER COREY	232.49.19310.59	GENERAL FUND BALANCE USAG	12,854.00		11/03/2023	CFREEBERG
11/03/2023	PER COREY	232.59.00100.9010	OP. TRANSFER DISB.		30,000.00-	11/03/2023	CFREEBERG
11/06/2023	PER JOHN Q	232.55.50600.5502	WEB SERVICES		16,929.00-	11/06/2023	CFREEBERG
11/06/2023	PER COREY	232.49.19310.59	GENERAL FUND BALANCE USAG	16,929.00		11/06/2023	CFREEBERG
11/15/2023	BORROWING ADJUSTMENTS	300.49.19400.59	TRANSFER FROM FUND 400		250,000.00	11/15/2023	CFREEBERG
11/15/2023	BORROWING ADJUSTMENTS	300.58.00155.6100	2023(A) PRINCIPAL ON DEBT	250,000.00		11/15/2023	CFREEBERG
11/15/2023	BORROWING ADJUSTMENTS	400.48.00553.55	GOERKE PARK IMPROVEMENTS		220,000.00	11/15/2023	CFREEBERG
11/15/2023	BORROWING ADJUSTMENTS	400.57.70842.8700	GOERKE PARK GEN CONSTR CH		30,000.00-	11/15/2023	CFREEBERG
11/15/2023	BORROWING ADJUSTMENTS	400.59.99300.9500	TRANSFER TO FUND 300	250,000.00		11/15/2023	CFREEBERG
Total 24:				582,824.00	582,824.00		
Grand Totals:				582,824.00	582,824.00		

**RESOLUTION ADOPTING THE BUDGET FOR THE
CITY OF STEVENS POINT FOR THE YEAR 2024**

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that the foregoing and annexed summary budget for the City of Stevens Point for the year 2024 be and hereby is adopted and that the same be incorporated into the minutes of this meeting.

BE IT FURTHER RESOLVED, that the amounts set forth and designated in said budget be and are appropriated to the uses and purposes therein particularly set forth.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 15, 2023
Adopted: November 20, 2023

**RESOLUTION APPROPRIATING NECESSARY FUNDS FOR THE
CITY OF STEVENS POINT FOR THE YEAR 2024 AND
LEVYING TAX FOR THE YEAR 2023**

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that for the purpose of raising moneys necessary for general uses by the City of Stevens Point for the year 2024 there is hereby levied upon all taxable property, both real and personal, in the City, a tax in an amount sufficient to raise the amounts required by the budget for the City of Stevens Point and an irrevocable tax in the amount of \$19,163,440 for the year 2023 and that the tax rate for the City of Stevens Point for the year 2023 is estimated at \$8.11 per thousand of such assessable property in the City of Stevens Point.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 15, 2023
Adopted: November 20, 2023

**RESOLUTION PROVIDING FOR WRITING SPECIAL ASSESSMENTS INTO
THE TAX ROLL FOR 2023**

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that there be and is hereby levied against the following property, as described in the annexed roll, a special assessment tax for the purpose of collecting charges for special assessments and special charges and charges of the Water and Sewage Department.

Descriptions and amounts for all special assessments provided for in this resolution are listed in the **SPECIAL ASSESSMENT RECORD** entered in the **TAX ROLL FOR THE YEAR OF 2023**, recorded on file in the City Clerk's Office.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 15, 2023
Adopted: November 20, 2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “**MOU**”) is made and entered into by and between the CITY OF STEVENS POINT, a Wisconsin corporation (the “**City**”), the FRIENDS OF EMERSON PARK, a Wisconsin unincorporated association (the “**Friends**”), and the COMMUNITY FOUNDATION OF CENTRAL WISCONSIN, INC., a Wisconsin nonstock corporation (the “**Foundation**”). The City, the Friends, and the Foundation may be referred to herein individually as a “**party**” and collectively as the “**parties**” to this MOU.

1. Background and Purpose. The City is the owner of that certain real estate located at 1401 East Avenue, Stevens Point, Wisconsin identified as Portage County Tax Parcel Number 281240832103401 commonly referred to as Seramur Park (the “**Park**”). The Friends have undertaken fundraising activities with the assistance of the Foundation, for the purpose of improving the Park and have previously completed certain improvement projects within the Park. The parties wish to enter into this MOU for the purpose of outlining the responsibilities of the parties with respect to the construction of certain additional improvements within the Park, as more particularly described herein.

2. Description of the Project. The Friends wish to construct an approximately 1,600 square foot open air shelter with a single flushable restroom pavilion, together with accessory park lighting, sidewalk pathways and two on-street ADA parking stalls having an anticipated cost of approximately \$475,000.00 (collectively, the “**Project**”). The parties intend to contract with Ellis Stone Construction Company, Inc. (the “**Contractor**”) to complete the Project. The City has consented to the construction of the Project within the Park, subject to the terms and conditions described herein.

3. Design and Construction of the Project. The Friends and the Foundation shall enter into an agreement with the Contractor for the design and construction of the Project (the “**Construction Contract**”). The City agrees to work cooperatively with the Friends with regard to the design and construction of the Project. Notwithstanding the foregoing, the Construction Contract shall designate the City as the owner’s representative with the sole authority to make all decisions related to the Project, including but not limited to, the design, schedule, change orders, inspection, approval and completion. The Construction Contract shall further designate the Foundation as the fiscal agent for the Friends with respect to the Project.

4. Role of Foundation. The Foundation is the fiscal agent for the Friends and City, and holds donor funds in the Emerson Park Fund (the Fund) which have been raised by the Friends for use in the Project. The Foundation shall disburse those funds only as follows:

- (a) As amounts become due Contractor related to the Project, Contractor shall provide an invoice to the Foundation and the Friends.
- (b) The Friends shall approve or disapprove all invoices received from Contractor within fifteen (15) days of receipt, and provide notice of approval or disapproval to Contractor within that time.
- (c) In the event the Friends fail to provide the Foundation with a notice of disapproval within the fifteen (15) day time period described above, then the invoice shall be deemed to be approved.
- (d) Provided there are sufficient funds available in the Fund to do so, the Foundation shall pay all approved invoices no later than five (5) business days from the later of the following: (i) the date the Friends notify the Foundation that the invoice has been approved; or (ii) fifteen (15) days following receipt of the invoice if no notice of disapproval was received.
- (e) In the event the Contractor or the Friends advise the Foundation in writing of a dispute regarding payments due under the Construction Contract, the Foundation may withhold any further disbursements until either one of the following occur: (i) the Foundation is provided with a written agreement between the parties authorizing further disbursements from the Fund; or (ii) the Foundation receives a signed order from a court of competent jurisdiction directing the Foundation to make disbursements from the Fund. Except in the case of the Foundation's negligence or willful misconduct, the Fund shall reimburse the Foundation for all actual out-of-pocket expenses incurred by the Foundation (including reasonable attorneys' fees) in association with any dispute under the Construction Contract.

5. Release/Indemnification. The City, its officials, members, employees, and successors of any kind or nature, hereby release, acquit and forever discharge Friends and its respective members, officers, directors, officials, agents, insurance carriers, attorneys, predecessor or successor entities or persons of any kind or nature, from any and all liability whatsoever, whether joint or several, from any and all claims, actions, demands, causes of action, liabilities and obligations of whatever nature, whether now known or hereafter made known, anticipated or unanticipated, choate or inchoate, whether arising by tort, contract or otherwise, at law or in equity, which the City might have or raise by reason of any manner or thing related in any manner whatsoever, directly or indirectly, in any way related to this MOU or documents incorporated herein by reference, the Park or the Project. This release is intended to be a complete release and is intended to be global and complete and to put to an end forever any and all potential litigation, disputed or contested matters in any way related to this MOU or documents incorporated herein by reference, the Park or the Project. This release is to be broadly construed.

In addition to, and not to the exclusion or prejudice of, any provisions of the MOU or documents incorporated herein by reference, the City shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses related to the defense of any claim asserted or imposed upon Friends, members, officers, directors, officials agents, insurance carriers, attorneys, predecessor or successor entities or persons of any kind or nature growing out of this MOU or documents incorporated herein by reference, the Park or the Project, by any person, firm or entity.

6. Project Information. The City shall provide to Contractor, and Contractor shall be entitled to rely upon the accuracy of the following: (i) reports, drawings and tests concerning the conditions of the site which described soil conditions and subsoil conditions as would be necessary for the construction; (ii) survey and legal information describing physical characteristics, legal limitations and utility locations for the site of the Project; (iii) a written legal description of the site; and (iv) the services of other consultants when such services are reasonably required by the scope of the Project and are requested by Friends and/or Contractor. "Survey and legal information" shall include, as applicable: grades and site drainage; lines of adjacent streets and alleys; rights-of-way and easements boarding or affecting the Project Premises (as defined herein); restrictions, encroachments, zoning boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines (both public and private, above and below grade, and including inverts and depths). "Tests" include, where applicable, structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law or obtained heretofore by the City. The City shall determine and advise Contractor of any special legal requirements relating specifically to the project which differ from those generally applicable in the jurisdiction where the Project is located.

7. Limitation on Contractor's Liability. If Contractor makes an error as a result of Friends or the City providing incorrect or incomplete information, the Contractor is not liable for any resulting loss. CONTRACTOR, FRIENDS, THE CITY, AND THE FOUNDATION HEREBY WAIVE ANY AND ALL INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES FOR CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTIONS ARISING OUT OF OR RELATING TO THE FOREGOING, FRIENDS, THE CITY, AND THE FOUNDATION HEREBY SPECIFICALLY WAIVE ANY CONSEQUENTIAL DAMAGES FOR CLAIMS RELATED TO FRIENDS, THE CITY, OR THE FOUNDATION'S LOSS OF USE OF THE PROJECT, ANY RENTAL EXPENSES INCURRED, LOSS OF INCOME, PROFIT OR FINANCING RELATED TO THE PROJECT, AS WELL AS THE LOSS OF BUSINESS, LOSS OF FINANCING, PRINCIPAL OFFICE OVERHEAD EXPENSES, LOSS OF PROFITS NOT RELATED TO THIS PROJECT, OR LOSS OF REPUTATION.

Commented [AB1]: Usually I would advise against indemnifying other parties, but given the unique nature of the Friends group and their role in this, and the overall circumstances, I would understand saying yes to this.

Commented [AB2]: An earlier version had the City providing documents to the Friends, who would in turn provide them to the contractor. That is an unnecessary step that introduces the chance for things to get lost in the shuffle.

8. Approvals and Permits. The City and the Friends agree to work cooperatively to: (a) obtain all government approvals necessary for the Project, including but not limited to, the approval of the Board of Park Commission and Common Council; (b) prepare any necessary materials, information, testimony, and any other support reasonably necessary with regard to obtaining said approvals. The City shall be responsible for securing all necessary permits and licenses necessary for the construction of the Project.

9. Access and Insurance. The City agrees to grant Contractor access and full use of the Park as deemed reasonably necessary by Contractor for the construction of the Project. The City also agrees to purchase and maintain, at the City's sole expense, a builder's risk "all-risk" or equivalent policy form in the full amount of the contract price established by the Construction Contract, comprising of the total value of the entire Project on a replacement cost basis, and satisfying such other reasonable requirements established by the Construction Contract.

In addition, as the City owns the real estate where the Project is to be constructed, it will ensure that the Contractor will have due and proper access to and from said real estate to provide for the construction of the Project, for the supplying of utilities and, if necessary, temporary limited easement rights across adjacent non-Project lands to allow for access to and from the Project site and any utilities needed during the course of construction. The real estate where the Project is to be constructed is located at 1401 East Avenue, commonly and formally referred to as the Former Emerson School Site, City of Stevens Point (the "Project Premises").

The City shall serve as Friends' representative with respect to the Project and the Work to be completed by Contractor pursuant to that contract between Contractor and Friends and that Contractor may rely on the authority of the City to make decisions related to the Project, including but not limited to, the design, schedule, change order, inspection, approval and completion.

10. Fundraising. Friends shall only be responsible for the cost of the Project and all other monies in any manner associated with the Project and/or Park in an amount not to exceed \$500,000.00. This sum shall be considered the Guaranteed Maximum Price ("GMP"), subject to additions and deduction for changes approved in writing by Friends. Friends shall have no responsibility for any costs in any manner associated with the Project, the Park, the Ellis Construction Design-Build Contract, or this MOU beyond the GMP. The Foundation agrees to provide assistance to the Friends with regard to the processing and administration of all donations, grants and other funds received by Friends in association with the Project, all in accordance with the separate agreement entered into by the Friends and the Foundation (referred to herein as the "**Fund**").

11. Future Repair and Maintenance. Following the completion of the Project, the City shall be solely responsible for the repair and maintenance of the Project and the Park. The City agrees to maintain the Park in a neat and clean manner and to establish and enforce necessary rules for the safe use of the Park by the general public. The Friends and the Foundation agree that, to the extent sufficient funds are raised to establish an endowment with the Foundation for the future repair and maintenance of the Park, such funds will be made available to the City to assist the City in fulfilling its obligations hereunder. The obligations described in this Section 8 shall survive the termination of this MOU.

12. Term and Termination. The term of this MOU shall commence as of the date of execution by the last of the parties to sign and shall continue until the latest of the following to occur: (a) the completion of the Project; (b) the parties agree to voluntarily terminate this MOU by written agreement signed by the parties hereto; or (c) December 31, 2025.

13. Relationship of the Parties. Nothing herein shall be construed to create a partnership, joint venture, employer/employee, agency or any other type of relationship between the parties hereto. Except for the appointments and designations with regard to the Construction Contract described in Section 3 above, nothing herein shall be construed as constituting an appointment of any party as the agent, legal representative, joint venturer, partner or employee of any other party.

14. Third Party Beneficiary. The parties acknowledge and agree that Contractor shall be an express third-party beneficiary of this MOU and shall be entitled to rely on the terms of the MOU, including but not limited to the stated rights and obligations of the parties. Contractor shall further be entitled to enforce the provisions hereof as if a party hereto, provided that Contractor shall not have any duties under this MOU or any liabilities arising therefrom.

15. Interpretation and Construction. The MOU shall be governed by Wisconsin law and shall be binding on the parties hereto and their respective successors and legal representatives. Except for the Construction Contract described in Section 3 above, this MOU represents the entire agreement between the parties with respect to the subject matter described herein. No amendment or modification to this MOU shall be binding on the parties unless such amendment is in writing and executed by authorized representative of the parties hereto. The parties agree that they may not assign their respective rights and obligations hereunder without the express written consent of the other parties.

16. Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this MOU on behalf of the parties hereto. This MOU may be executed in any number of counterparts, each of which when so

executed will be deemed to be an original and all of which when taken together will constitute one agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this MOU shall be as valid as an original signature of such party to this MOU.

The undersigned have agreed to the terms and conditions of this Memorandum of Understanding as of the date stated below.

CITY OF STEVENS POINT

FRIENDS OF EMERSON PARK

By: _____
Mike Wiza – Mayor

By: _____
Ginger Keymer – Chairperson

Date: _____

Date: _____

COMMUNITY FOUNDATION OF
CENTRAL WISCONSIN, INC.

By: _____
Jenny Riggenschach – CEO

Date: _____