

****AMENDED****

**CITY OF STEVENS POINT
ADMINISTRATIVE APPEALS BOARD AGENDA**

**March 13, 2024 - 4:00 PM
City Conference Room - 1515 Strongs Avenue**

Meeting Items

1. Roll Call.
2. Minutes of the January 17, 2024 meeting.
3. Appeal of notice/service charge for property maintenance violation:
 - a. 1617 East Avenue.
 - b. 908 Union Street.
 - c. 1508 Texas Avenue.
 - d. 2518 Michigan Avenue.
 - e. 2956 Church Street.
 - f. ****1101 First Street.**
4. Adjournment.

RMC – Revised Municipal Code

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure reasonable accommodations 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 normal business hours from 7:30 A.M. to 4:00 P.M.

ADMINISTRATIVE APPEALS BOARD
January 17, 2024 - 4:00 PM
City Conference Room - 1515 Strongs Avenue

MINUTES

1. Roll Call.

Present: Ald. Fishler, Ald. Shorr (arrived @4:01 p.m.), Ald. Keymer,
Member Speckmann, Member Tiffany.

Others Present: Clerk Yenter, Neighborhood Improvement Coordinator Kordus,
Joseph Jokipii.

2. Minutes of the October 18, 2023 meeting.

Ald. Keymer moved, Member Speckmann seconded, to approve the minutes with the correction to add Highway Commissioner Check to others present.

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

3. Appeal of notice/service charge for property maintenance violation:

The Board agreed to take item C. first since the appellant appeared in person.

c. 1919 Ellis Street.

Neighborhood Improvement Coordinator Kordus gave an overview of the violation.

Ald. Keymer inquired about the number of units and clarification of responsibility for snow removal.

Mr. Jokipii explained his responsibility for snow removal.

Ald. Fishler moved, Ald. Keymer seconded, to deny the appeal, remove the \$25.00 inspection fee and maintain the notice charges of \$66.50.

A new invoice will be generated and sent to the property owner.

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

a. 1932 College Avenue.

Neighborhood Improvement Coordinator Kordus gave an overview of the violation and

reviewed the standard procedure.

Ald. Fishler noted that the notice was mailed to the landlord without receipt of payment due to the property owner changing addresses and did not notify the city of this change.

Member Tiffany moved, Ald. Shorr seconded, to deny the appeal.

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

b. 1743 Elk Street.

Neighborhood Improvement Coordinator Kordus gave an overview of the violation and the procedure.

Ald. Shorr moved, Member Tiffany seconded, to deny the appeal.

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

d. 1233 Fourth Avenue.

An email from Ms. Glodowski was provided to the Board and placed on file.

Neighborhood Improvement Coordinator Kordus gave an overview of the violation.

The Board reviewed the claim and addressed questions related to procedure and code.

Ald. Keymer moved, Member Speckmann seconded, to deny the appeal and waive the \$25 service charge and maintain the snow removal abatement charge of \$27.32.

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

4. Schedule date and time of the next meeting.

Clerk Yenter stated one property appeal claim is on file.

A recommendation to set the next Board meeting in March 2024.

5. Adjournment.

Adjourned at 4:29 p.m.



Deliver To:
 City Clerk's Office
 Attn: Administrative Appeals Board
 1515 Strongs Avenue
 Stevens Point, WI 54481
 or Email To:
 clerk@stevenspoint.com

PROPERTY APPEAL FORM

RECEIVED
 JAN 05 2024
 CITY CLERKS
 OFFICE

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. While not mandatory, you are highly encouraged to attend the meeting.

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 1617 East Ave OWNER OF PROPERTY: Breanna Northcott
 INDIVIDUAL FILING APPEAL: Breanna Northcott RELATION TO PROPERTY: My home
 CONTACT PHONE: _____ EMAIL ADDRESS: _____

ALLEGED VIOLATION: debris or interior items outside the dwelling VIOLATION ID #: RAC-2023-01147

HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO YES AGENT: _____

RESULTS OF THAT DISCUSSION:

left voicemail

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

I was down south visiting family during the times I was cited due to my house being unlivable at the time as I had a major plumbing issue and my basement was backed up with feces.

SIGNATURE OF APPELLANT: Breanna Northcott DATE: 1/5/24
 PRINT NAME: Breanna Northcott APPELLANT'S ADDRESS: 1617 East Ave Stevens Point, WI 54481



Thursday, December 7, 2023

ID #: RAC-2023-01147

INVOICE #: 202300426

BREANNA K. NORTHCOTT
1617 EAST AVE
STEVENS POINT, WI 54481

**NOTICE AND INVOICE FOR CORRECTING VIOLATION(S):
BULK WASTE AT CURB EARLY AT 1617 EAST AVE**

Dear Breanna K. Northcott,

An inspection of the property was made on 12/05/2023. As a result of this inspection, the condition described below was observed:

- o Must be corrected by: 12/07/2023

Debris or interior items outside the dwelling: 21.03(9) No owner or occupant of a premise or premise unit shall accumulate rubbish, trash boxes, lumber, scrap metal, appliances, vehicle parts, tires, dilapidated or inoperable items, or any other material or furniture designed for interior use on the premises such that it is exposed to the weather for longer than 24 hours in such a manner that may be unsightly to, incompatible with, or repugnant to the residential or commercial neighborhood. Bulk wood storage shall be adequately supported or stacked so as not to pose a hazard to person or property, and shall not be placed within any accessory structure setback areas, with an exception for up to one face cord of wood for personal use may be stored adjacent to the primary dwelling. This section shall not apply to properties with an active building permit



This is your official notice that you will need to bring the property into compliance by properly abating such violations prior to 12/07/2023. Failure to abate the condition(s) described above will result in the issuance of a \$100.00 service charge, as well as, enforcing the penalty provisions described in the Stevens Point Municipal Code, including, but not limited to the issuance of a citation and/or the abatement by the City with the costs of abatement being assessed against the real estate as a special charge.

Please note that work being performed, or slated to be performed, may require a building permit. Inquire with our office to verify if a building permit is needed. Double fees shall be charged if work is commenced prior to the issuance of a permit. If you require assistance or have any additional questions regarding this matter, please contact the issuing inspector. Your cooperation is greatly appreciated. **To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. The form is available**

FAX

Deliver To: Fax User

Company:

Fax: 7153461498

From:

Fax Number:

Phone:

Number of Pages: 3

NOTES:

The information contained in this fax message is intended only for the personal and confidential use of the designated recipient named above. This message may contain medical records and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of this transmission is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. Thank You.



Memo

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

To: Public Protection Committee
From: Mark Kordus
CC: Ryan Kernosky & Andrew Beveridge
Date: 2/28/24
Subject: 1617 East St. – Case RAC-2023-01147

On 12/5/23 at 9:00 AM Mark Kordus observed a wooden shelf on the curb at 1617 East St and the item was pink tagged. A re-inspection occurred on 12/7/23 and the item was still at the curb with the tag still affixed. The abatement occurred by the City contractor at approximately 10:30 AM that same day.





Thursday, December 7, 2023

ID #: RAC-2023-01147
INVOICE #: 202300426

BREANNA K. NORTHCOTT
1617 EAST AVE
STEVENS POINT, WI 54481

**NOTICE AND INVOICE FOR CORRECTING VIOLATION(S):
BULK WASTE AT CURB EARLY AT 1617 EAST AVE**

Dear Breanna K. Northcott,

An inspection of the property was made on 12/05/2023. As a result of this inspection, the condition described below was observed:

- o Must be corrected by: 12/07/2023

Debris or interior items outside the dwelling: 21.03(9) No owner or occupant of a premise or premise unit shall accumulate rubbish, trash boxes, lumber, scrap metal, appliances, vehicle parts, tires, dilapidated or inoperable items, or any other material or furniture designed for interior use on the premises such that it is exposed to the weather for longer than 24 hours in such a manner that may be unsightly to, incompatible with, or repugnant to the residential or commercial neighborhood. Bulk wood storage shall be adequately supported or stacked so as not to pose a hazard to person or property, and shall not be placed within any accessory structure setback areas, with an exception for up to one face cord of wood for personal use may be stored adjacent to the primary dwelling. This section shall not apply to properties with an active building permit



This is your official notice that you will need to bring the property into compliance by properly abating such violations prior to 12/07/2023. Failure to abate the condition(s) described above will result in the issuance of a \$100.00 service charge, as well as, enforcing the penalty provisions described in the Stevens Point Municipal Code, including, but not limited to the issuance of a citation and/or the abatement by the City with the costs of abatement being assessed against the real estate as a special charge.

Please note that work being performed, or slated to be performed, may require a building permit. Inquire with our office to verify if a building permit is needed. Double fees shall be charged if work is commenced prior to the issuance of a permit. If you require assistance or have any additional questions regarding this matter, please contact the issuing inspector. Your cooperation is greatly appreciated. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. The form is available



online at stevenspoint.com/neighborhood, or you may request a hard copy from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Local grants or low interest loans may be available, to check funding and program availability please visit stevenspoint.com/595/Homeowner-Help

As this is a subsequent offense, and the associated fees for the re-inspection and / or abatement of the condition(s) are as follows:

Type	Amount
Inspection after Slip	\$50.00
Nuisance Abatement	\$66.90

Balance Due: \$116.90

Sincerely,

Mark Kordus
Neighborhood Improvement Coordinator
mkordus@stevenspoint.com
715-346-1567

RECIPIENTS: Breanna K. Northcott

Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

* Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: BREANNA K. NORTHCOTT
Customer/Parcel No: 240832103206
Invoice: 202300426

Make Checks payable and Remit to:

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

Amount Due: \$116.90

Or pay online: stevenspoint.com/invoice



Deliver To:
City Clerk's Office
Attn: Administrative Appeals Board
1515 Strongs Avenue
Stevens Point, WI 54481

PROPERTY APPEAL FORM

or Email To:
clerk@stevenspoint.com

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. **While not mandatory, you are highly encouraged to attend the meeting.**

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 908 Union Street OWNER OF PROPERTY: Nicole Henke
INDIVIDUAL FILING APPEAL: Nicole Henke RELATION TO PROPERTY: owner
CONTACT PHONE: _____ EMAIL ADDRESS: _____

ALLEGED VIOLATION: Snow and Ice Removal VIOLATION ID #: 116.06 (1) / ID# RAC-2024-00087
HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO YES AGENT: _____

RESULTS OF THAT DISCUSSION:

No agent listed
- Never received a call

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

My tenants were all out of town that week and I had no idea. I have a snow removal company do the driveway but they are responsible for sidewalks. The day I found out we removed the snow ASAP! January 17th to be exact. I have text messages that would back all of this.
Thank you

SIGNATURE OF APPELLANT: Nicole Henke DATE: 2-3-24

PRINT NAME: Nicole Henke APPELLANT'S ADDRESS: 316 6th Ave Stevens Point WI 54481



Memo

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

To: Public Protection Committee
 From: Mark Kordus
 CC: Ryan Kernosky & Andrew Beveridge
 Date: 2/28/24
 Subject: 908 Union St. - Case RAC-2024-00087

On 1/16/24 at 3:00 PM Mark Kordus observed an un-shoveled sidewalk at 908 Union St. The abatement occurred by the City contractor at approximately 3:00 PM the next day 1/17/24. There was a four-day snow event totaling 4.9" as measured at the NOAA Stevens Point weather station which ended at or before 7:30 AM on 1/12/24. The snow was removed 5 days after the last snow fall event. No one from the property in question (owner or tenant) had contacted the issuing agent prior to, or after filing this appeal.

U.S. Department of Commerce
 National Oceanic & Atmospheric Administration
 National Environmental Satellite, Data, and Information Service
 Current Location: Elev: 1079 ft. Lat: 44.5115° N Lon: 89.5853° W
 Station: STEVENS POINT, WI US USC00478171

Record of Climatological Observations
 These data are quality controlled and may not be identical to the original observations.
 Generated on 02/06/2024

National Centers for Environmental Information
 151 Patton Avenue
 Asheville, North Carolina 28801

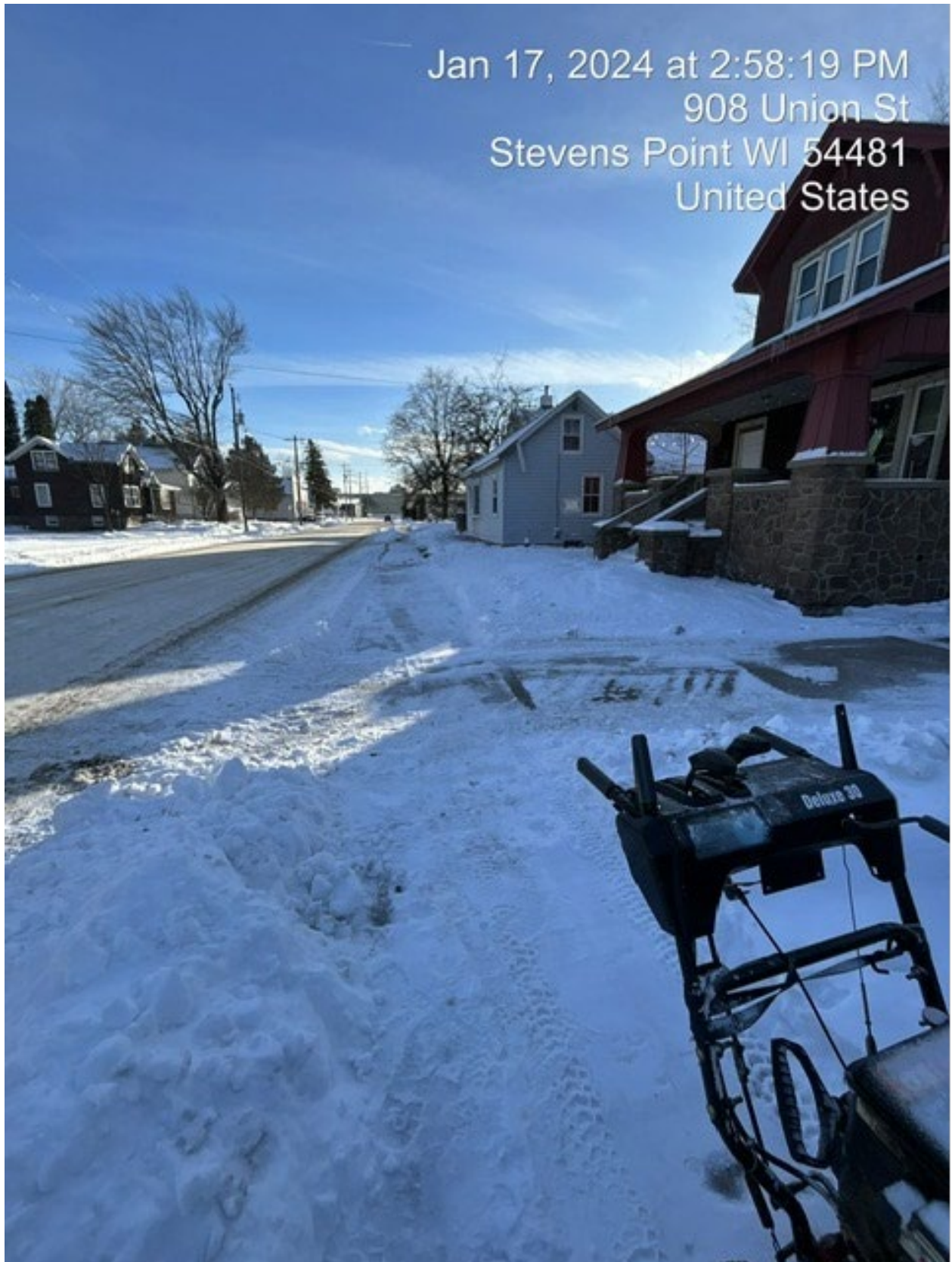
Observation Time Temperature: 0730 Observation Time Precipitation: 0730

Year	Month	Day	Temperature (F)			Precipitation				Evaporation		"Soil Temperature (F)"								
			"24 Hrs. Ending at Observation Time"		At Obs.	24 Hour Amounts Ending at Observation Time			At Obs. Time	24 Hour Wind Movement (mi)	Amount of Evap. (in)	4 in. Depth			8 in. Depth					
			Max.	Min.		Rain, Melted Snow, Etc. (in)	F l a g	Snow, Ice Pellets, Hail (in)				F l a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.	
2024	01	01	30	21	22	0.00		0.0		0.0										
2024	01	02	25	20	21	0.00		0.0		0.0										
2024	01	03	25	20	21	0.00		0.0		0.0										
2024	01	04	32	21	21	0.02		0.1		0.0										
2024	01	05	25	21	25	0.00		0.0		0.0										
2024	01	06	34	25	28	0.03		0.6		1.0										
2024	01	07	32	28	29	0.01		0.1		0.0										
2024	01	08	32	29	29	0.00		0.0		0.0										
2024	01	09	30	27	30	0.02		0.6		1.0										
2024	01	10	32	29	29	0.19		2.5		3.0										
2024	01	11	32	24	24	0.07		1.5		5.0										
2024	01	12	30	24	26	0.02		0.3		5.0										
2024	01	13	28	19	20	0.39				5.0										
2024	01	14	20	-8	-5	0.00		0.0		4.0										
2024	01	15	3	-8	-6	0.00		0.0		4.0										
2024	01	16	4	-9	-9	0.00		0.0		4.0										
2024	01	17	4	-10	-4	0.00		0.0		4.0										
2024	01	18	12	-4	-1	0.00		0.0		4.0										
2024	01	19	11	-2	-1	0.00		0.0		4.0										
2024	01	20	11	-2	-1	0.00		0.0		4.0										
2024	01	21	15	-2	-2	0.00		0.0		4.0										
2024	01	22	20	-2	19	0.00		0.0		3.0										
2024	01	23	33	19	26	0.00		0.0		3.0										

Jan 17, 2024 at 2:52:59 PM
916 Union St
Stevens Point WI 54481
United States



Jan 17, 2024 at 2:58:19 PM
908 Union St
Stevens Point WI 54481
United States





Friday, January 26, 2024

ID #: RAC-2024-00087

INVOICE #: 202400041

BIG NIK, LLC
316 SIXTH AVE
STEVENS POINT, WI 54481

INVOICE FOR SERVICE(S)
SNOW AND ICE REMOVAL - SIDEWALK AT 908 UNION ST

Dear Big Nik, LLC,

On or about 01/16/24 an order was issued on the above described property, or a violation was abated relating to SNOW AND ICE REMOVAL - SIDEWALK. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o **Violation**

Snow and Ice Removal 16.06 (1): 16.06 (1) Removal from Sidewalks. The owner, occupant or person in charge of any building fronting upon or adjoining any street, and the owner or person in charge of an unoccupied dwelling or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such building, or unoccupied lot or dwelling, which on corner lots shall include the sidewalk or ramps extending to the street, of snow and ice from such sidewalk and cause same to be kept clear of snow and ice, provided that when ice has formed on any sidewalk that it cannot be removed, the persons herein referred to shall keep the same sprinkled with ashes, sawdust, or sand. In the event of a snow storm, accumulated snow shall be removed from the abutting sidewalk by the owner or occupant of any premises within twenty-four hours after the snow ceases to fall, except on those streets or portions thereof where no boulevard is located, in which case snow shall be removed within 48 hours. (2) City May Remove and Place on Tax roll. Whenever the owner or occupant of any lot or premises shall neglect or fail to remove the snow or ice in front of the same for twenty-four hours, the city inspection department shall cause such snow to be removed, provided that when ice has so formed on any sidewalk that it cannot be removed, the same shall be sprinkled with sand, and when completed, the city clerk shall prepare a bill of cost thereof, describing the real estate in front of which the work is done; if the cost of removal is not paid, it shall be placed in the next tax roll by the clerk in a separate column to be called 'snow removal' and the same shall be collected in the like manner as other taxes are collected. (3) No owner, occupant, or person shall place any snow or ice on or into any sidewalk, street, or alley without permission from the Public Works Director.





Type	Amount
Inspection without Notice	\$50.00
Snow Removal Abatement	\$27.32

Balance Due: \$77.32

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: BIG NIK, LLC
Customer/Parcel No: 240829304311
Invoice: 202400041

Make Checks Payable and Remit to:

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

Amount Due: \$77.32

Or pay online: stevenspoint.com/invoice



Deliver To:
 City Clerk's Office
 Attn: Administrative Appeals Board
 1515 Strongs Avenue
 Stevens Point, WI 54481

PROPERTY APPEAL FORM

or Email To:
 clerk@stevenspoint.com

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. **While not mandatory, you are highly encouraged to attend the meeting.**

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 1508 Texas Ave OWNER OF PROPERTY: Community Child Care Center
 INDIVIDUAL FILING APPEAL: Rheanna Scharenbroch RELATION TO PROPERTY: Administrator
 CONTACT PHONE: _____ EMAIL ADDRESS: _____

ALLEGED VIOLATION: Snow and Ice removal 16.06(1) VIOLATION ID #: RAC-2024-00091

HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO YES AGENT: _____

RESULTS OF THAT DISCUSSION:

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

I would like to respectfully request we are forgiven for missing the snow/ice removal. We were a part of a major road re-construction that took place May - November, 2023. We have never had sidewalks in the past, but now have a brand new (and beautiful) stretch of sidewalk along our property line on Algoma. I'm aware, and the individual responsible, of snow removal. Being a business, I ensure we have snow removal taken care of every year, and in a very timely fashion. The entrance to our property is on Texas, with no real view of Algoma from our entrance- making the new sidewalk completely 'out of mind.' 100% honest transparency, I forgot there was a sidewalk as it didn't exist until about November. I never intentionally neglected the sidewalk, and take pride in keeping our parking area and entryways safe and clear. Additionally, we never received a knock on the door, friendly reminder, call or anything. Had we received some kind of reminder we surely would have had it taken care of immediately. As soon as I received notice of the violation, I contacted our plow company with photos and asked them to include the sidewalk moving forward.

SIGNATURE OF APPELLANT: Rheanna Scharenbroch DATE: 02/08/2024
 PRINT NAME: Rheanna Scharenbroch APPELLANT'S ADDRESS: 1508 Texas Ave., Stevens Point WI, 54481



Memo

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

To: Public Protection Committee
 From: Mark Kordus
 CC: Ryan Kernosky & Andrew Beveridge
 Date: 2/28/24
 Subject: 1508 Texas Ave. - Case RAC-2024-00091

On 1/17/24 at 11:00 AM Mark Kordus observed an un-shoveled sidewalk at 1508 Texas Ave. The abatement occurred by the City contractor at approximately 12:15 PM the next day 1/18/24. There was a four-day snow event totaling 4.9" as measured at the NOAA Stevens Point weather station which ended at or before 7:30 AM on 1/12/24. The snow was removed 6 days after the last snow fall event. No one from the property in question (owner or tenant) had contacted the issuing agent prior to, or after filing this appeal.

U.S. Department of Commerce
 National Oceanic & Atmospheric Administration
 National Environmental Satellite, Data, and Information Service
 Current Location: Elev: 1079 ft. Lat: 44.5115° N Lon: 89.5853° W
 Station: STEVENS POINT, WI US USC00478171

Record of Climatological Observations
 These data are quality controlled and may not be identical to the original observations.
 Generated on 02/06/2024

National Centers for Environmental Information
 151 Patton Avenue
 Asheville, North Carolina 28801

Observation Time Temperature: 0730 Observation Time Precipitation: 0730

Year	Month	Day	Temperature (F)			Precipitation				Evaporation		"Soil Temperature (F)"							
			"24 Hrs. Ending at Observation Time"		At Obs.	24 Hour Amounts Ending at Observation Time			At Obs. Time	24 Hour Wind Movement (mi)	Amount of Evap. (in)	4 in. Depth			8 in. Depth				
			Max.	Min.		Rain, Melted Snow, Etc. (in)	F l a g	Snow, Ice Pellets, Hail (in)				F l a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2024	01	01	30	21	22	0.00		0.0		0.0									
2024	01	02	25	20	21	0.00		0.0		0.0									
2024	01	03	25	20	21	0.00		0.0		0.0									
2024	01	04	32	21	21	0.02		0.1		0.0									
2024	01	05	25	21	25	0.00		0.0		0.0									
2024	01	06	34	25	28	0.03		0.6		1.0									
2024	01	07	32	28	29	0.01		0.1		0.0									
2024	01	08	32	29	29	0.00		0.0		0.0									
2024	01	09	30	27	30	0.02		0.6		1.0									
2024	01	10	32	29	29	0.19		2.5		3.0									
2024	01	11	32	24	24	0.07		1.5		5.0									
2024	01	12	30	24	26	0.02		0.3		5.0									
2024	01	13	28	19	20	0.39				5.0									
2024	01	14	20	-8	-5	0.00		0.0		4.0									
2024	01	15	3	-8	-6	0.00		0.0		4.0									
2024	01	16	4	-9	-9	0.00		0.0		4.0									
2024	01	17	4	-10	-4	0.00		0.0		4.0									
2024	01	18	12	-4	-1	0.00		0.0		4.0									
2024	01	19	11	-2	-1	0.00		0.0		4.0									
2024	01	20	11	-2	-1	0.00		0.0		4.0									
2024	01	21	15	-2	-2	0.00		0.0		4.0									
2024	01	22	20	-2	19	0.00		0.0		3.0									
2024	01	23	33	19	26	0.00		0.0		3.0									

Jan 18, 2024 at 12:14:16 PM
3100-3398 Algoma St
Stevens Point WI 54481
United States



Jan 18, 2024 at 12:22:16 PM
1500 Pinecrest Ave
Stevens Point WI 54481
United States





Thursday, January 25, 2024

ID #: RAC-2024-00091

INVOICE #: 202400032

COMMUNITY CHILD CARE CENTER
1508 TEXAS AVE
STEVENS POINT, WI 54481

**INVOICE FOR SERVICE(S)
SNOW AND ICE REMOVAL - SIDEWALK AT 1508 TEXAS AVE**

Dear Community Child Care Center,

On or about 01/17/24 an order was issued on the above described property, or a violation was abated relating to SNOW AND ICE REMOVAL - SIDEWALK. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o **Violation**

Snow and Ice Removal 16.06 (1): 16.06 (1) Removal from Sidewalks. The owner, occupant or person in charge of any building fronting upon or adjoining any street, and the owner or person in charge of an unoccupied dwelling or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such building, or unoccupied lot or dwelling, which on corner lots shall include the sidewalk or ramps extending to the street, of snow and ice from such sidewalk and cause same to be kept clear of snow and ice, provided that when ice has formed on any sidewalk that it cannot be removed, the persons herein referred to shall keep the same sprinkled with ashes, sawdust, or sand. In the event of a snow storm, accumulated snow shall be removed from the abutting sidewalk by the owner or occupant of any premises within twenty-four hours after the snow ceases to fall, except on those streets or portions thereof where no boulevard is located, in which case snow shall be removed within 48 hours. (2) City May Remove and Place on Tax roll. Whenever the owner or occupant of any lot or premises shall neglect or fail to remove the snow or ice in front of the same for twenty-four hours, the city inspection department shall cause such snow to be removed, provided that when ice has so formed on any sidewalk that it cannot be removed, the same shall be sprinkled with sand, and when completed, the city clerk shall prepare a bill of cost thereof, describing the real estate in front of which the work is done; if the cost of removal is not paid, it shall be placed in the next tax roll by the clerk in a separate column to be called 'snow removal' and the same shall be collected in the like manner as other taxes are collected. (3) No owner, occupant, or person shall place any snow or ice on or into any sidewalk, street, or alley without permission from the Public Works Director.





Type	Amount
Inspection without Notice	\$50.00
Snow Removal Abatement	\$44.65

Balance Due: \$94.65

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: COMMUNITY CHILD CARE CENTER
Customer/Parcel No: 240833101914
Invoice: 202400032

Make Checks Payable and Remit to:
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Amount Due: \$94.65

Or pay online: stevenspoint.com/invoice



Deliver To:
City Clerk's Office
Attn: Administrative Appeals Board
1515 Strongs Avenue
Stevens Point, WI 54481

PROPERTY APPEAL FORM

or Email To:
clerk@stevenspoint.com

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. While not mandatory, you are highly encouraged to attend the meeting.

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: _____ OWNER OF PROPERTY: _____

INDIVIDUAL FILING APPEAL: _____ RE _____

CONTACT PHONE: _____ EMAIL ADDRESS: _____

ALLEGED VIOLATION: _____ VIOLATION ID #: _____

HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO [] YES [] AGENT: _____

RESULTS OF THAT DISCUSSION:

[Empty rectangular box for results of discussion]

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

[Empty rectangular box for reasons for appeal]

SIGNATURE OF APPELLANT: _____ DATE: _____

PRINT NAME: _____ APPELLANT'S ADDRESS: _____



Memo

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

To: Public Protection Committee
 From: Mark Kordus
 CC: Ryan Kernosky & Andrew Beveridge
 Date: 2/28/24
 Subject: 2518 Michigan Ave. – Case RAC-2024-00100

On 1/18/24 at 10:30 AM Mark Kordus observed an un-shoveled sidewalk at 2518 Michigan Ave. The abatement occurred by the City contractor at approximately 1:00 PM the same day. There was a four-day snow event totaling 4.9” as measured at the NOAA Stevens Point weather station which ended at or before 7:30 AM on 1/12/24. The snow was removed 6 days after the last snow fall event. I did speak to the owner prior to filing the appeal and do agree that it appears the snow present on the sidewalk, was a result of roadway plowing activities after the initial sidewalk snow removal by the property owner. This does not relieve a property owner from snow removal requirements, and is likely the reason for extended compliance timelines (48 hours) within the code for sidewalks without a boulevard.

U.S. Department of Commerce
 National Oceanic & Atmospheric Administration
 National Environmental Satellite, Data, and Information Service
 Current Location: Elev: 1079 ft. Lat: 44.5115° N Lon: 89.5853° W
 Station: STEVENS POINT, WI US USC00478171

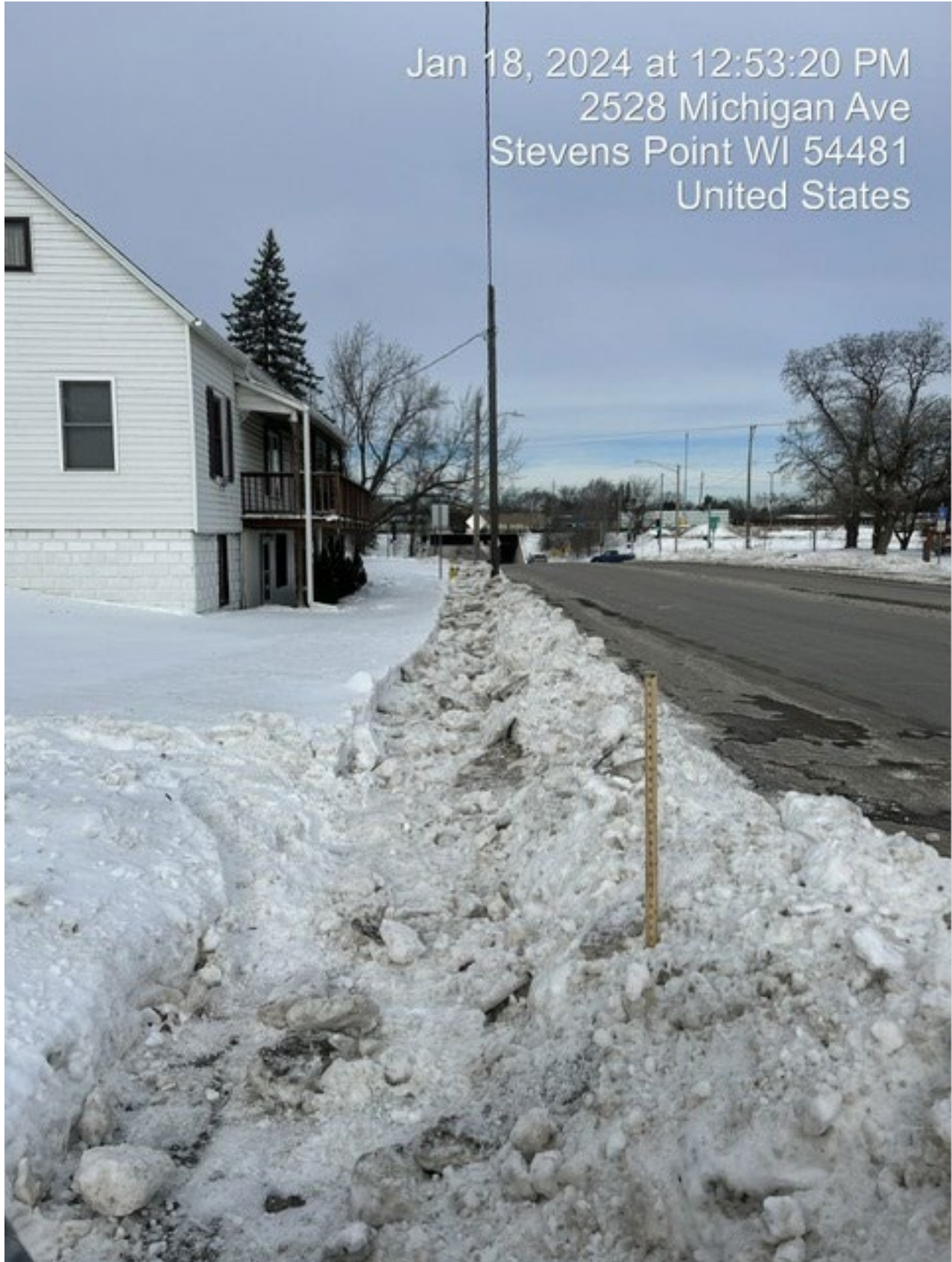
Record of Climatological Observations
 These data are quality controlled and may not be identical to the original observations.
 Generated on 02/06/2024

National Centers for Environmental Information
 151 Patton Avenue
 Asheville, North Carolina 28801

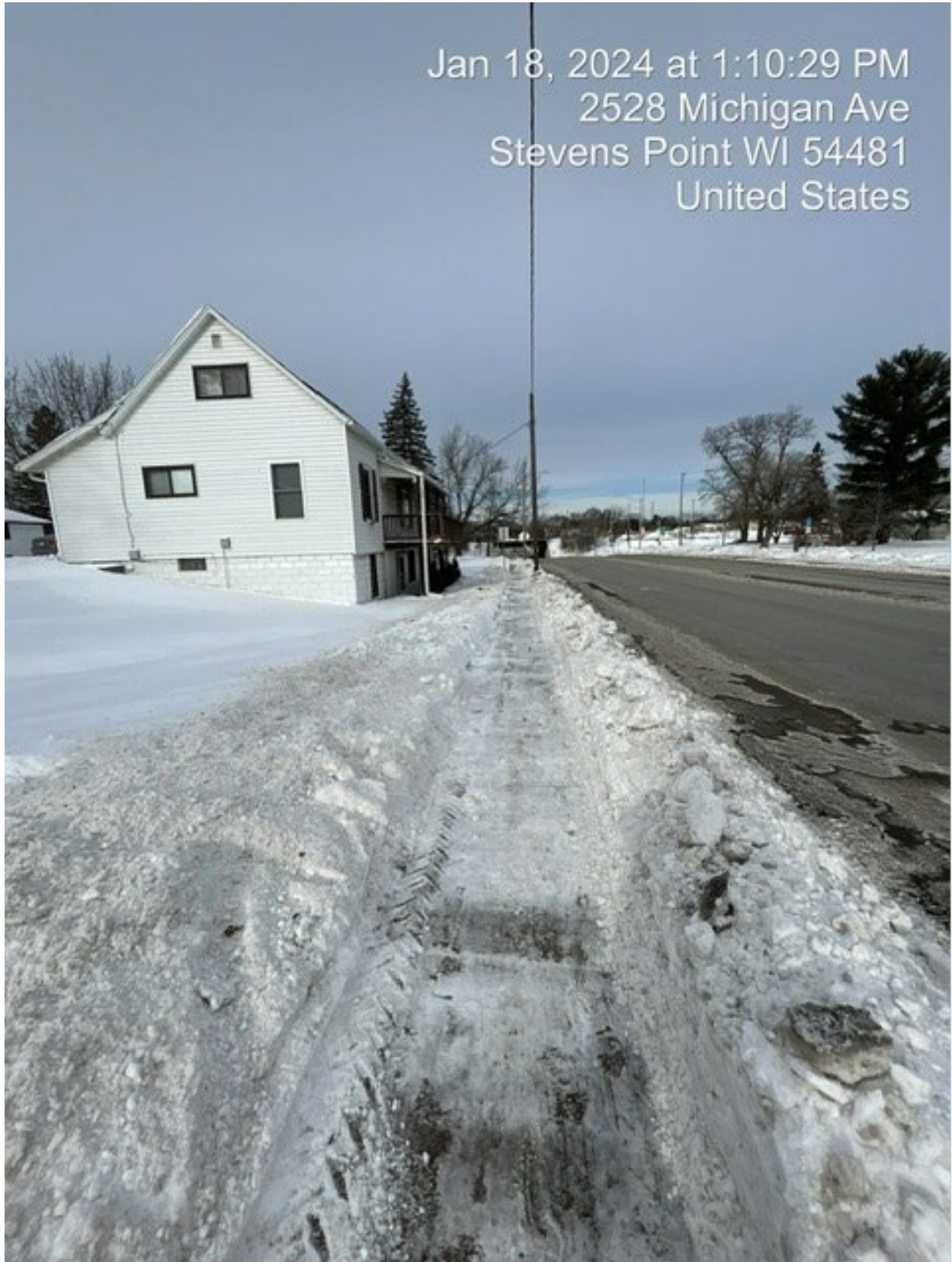
Observation Time Temperature: 0730 Observation Time Precipitation: 0730

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"						
			"24 Hrs. Ending at Observation Time"		At Obs.	24 Hour Amounts Ending at Observation Time				At Obs. Time	24 Hour Wind Movement (mi)	Amount of Evap. (in)	4 in. Depth			8 in. Depth			
			Max.	Min.		Rain, Melted Snow, Etc. (in)	F l a g	Snow, Ice Pellets, Hail (in)	F l a g				Snow, Ice Pellets, Hail, Ice on Ground (in)	Ground Cover (sec ⁻¹)	Max.	Min.	Ground Cover (sec ⁻¹)	Max.	Min.
2024	01	01	30	21	22	0.00		0.0		0.0									
2024	01	02	25	20	21	0.00		0.0		0.0									
2024	01	03	25	20	21	0.00		0.0		0.0									
2024	01	04	32	21	21	0.02		0.1		0.0									
2024	01	05	25	21	25	0.00		0.0		0.0									
2024	01	06	34	25	28	0.03		0.6		1.0									
2024	01	07	32	28	29	0.01		0.1		0.0									
2024	01	08	32	29	29	0.00		0.0		0.0									
2024	01	09	30	27	30	0.02		0.6		1.0									
2024	01	10	32	29	29	0.19		2.5		3.0									
2024	01	11	32	24	24	0.07		1.5		5.0									
2024	01	12	30	24	26	0.02		0.3		5.0									
2024	01	13	28	19	20	0.39				5.0									
2024	01	14	20	-8	-5	0.00		0.0		4.0									
2024	01	15	3	-8	-6	0.00		0.0		4.0									
2024	01	16	4	-9	-9	0.00		0.0		4.0									
2024	01	17	4	-10	-4	0.00		0.0		4.0									
2024	01	18	12	-4	-1	0.00		0.0		4.0									
2024	01	19	11	-2	-1	0.00		0.0		4.0									
2024	01	20	11	-2	-1	0.00		0.0		4.0									
2024	01	21	15	-2	-2	0.00		0.0		4.0									
2024	01	22	20	-2	19	0.00		0.0		3.0									
2024	01	23	33	19	26	0.00		0.0		3.0									

Jan 18, 2024 at 12:53:20 PM
2528 Michigan Ave
Stevens Point WI 54481
United States



Jan 18, 2024 at 1:10:29 PM
2528 Michigan Ave
Stevens Point WI 54481
United States





Thursday, January 25, 2024

ID #: RAC-2024-00100

INVOICE #: 202400030

ARICK W. SCEPUREK
2518 MICHIGAN AVE
STEVENS POINT, WI 54481

INVOICE FOR SERVICE(S)
SNOW AND ICE REMOVAL - SIDEWALK AT 2518 MICHIGAN AVE

Dear Arick W. Scephurek,

On or about 01/18/24 an order was issued on the above described property, or a violation was abated relating to SNOW AND ICE REMOVAL - SIDEWALK. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o Violation

Snow and Ice Removal 16.06 (1): 16.06 (1) Removal from Sidewalks. The owner, occupant or person in charge of any building fronting upon or adjoining any street, and the owner or person in charge of an unoccupied dwelling or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such building, or unoccupied lot or dwelling, which on corner lots shall include the sidewalk or ramps extending to the street, of snow and ice from such sidewalk and cause same to be kept clear of snow and ice, provided that when ice has formed on any sidewalk that it cannot be removed, the persons herein referred to shall keep the same sprinkled with ashes, sawdust, or sand. In the event of a snow storm, accumulated snow shall be removed from the abutting sidewalk by the owner or occupant of any premises within twenty-four hours after the snow ceases to fall, except on those streets or portions thereof where no boulevard is located, in which case snow shall be removed within 48 hours. (2) City May Remove and Place on Tax roll. Whenever the owner or occupant of any lot or premises shall neglect or fail to remove the snow or ice in front of the same for twenty-four hours, the city inspection department shall cause such snow to be removed, provided that when ice has so formed on any sidewalk that it cannot be removed, the same shall be sprinkled with sand, and when completed, the city clerk shall prepare a bill of cost thereof, describing the real estate in front of which the work is done; if the cost of removal is not paid, it shall be placed in the next tax roll by the clerk in a separate column to be called 'snow removal' and the same shall be collected in the like manner as other taxes are collected. (3) No owner, occupant, or person shall place any snow or ice on or into any sidewalk, street, or alley without permission from the Public Works Director.





Type	Amount
Inspection without Notice	\$50.00
Snow Removal Abatement	\$74.73

Balance Due: \$124.73

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: ARICK W. SCEPUREK
Customer/Parcel No: 230804200409
Invoice: 202400030

Make Checks Payable and Remit to:
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Amount Due: \$124.73

Or pay online: stevenspoint.com/invoice

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 2956 CHURCH, STEVENS POINT OWNER OF PROPERTY: STEFFEN REAL ESTATE, LLC
INDIVIDUAL FILING APPEAL: SUSAN STOCKS RELATION TO PROPERTY: TENANT 21 YEARS
CONTACT PHONE: _____ EMAIL ADDRESS: 7 _____

ALLEGED VIOLATION: SNOW + ICE REMOVAL VIOLATION ID #: RAC-2024-00066
INVOICE # 2024-00056
HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): No Yes AGENT: MARK KORDUS

RESULTS OF THAT DISCUSSION:

I ASKED THAT HE MAIL OUT THIS APPEAL FORM, WHICH HE DID DO.

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

I am 69 yrs old, disabled with a bad back & torn tendons in my leg/hip. The windchill on the 16th was -25°F yet I still found someone to shovel a path down the sidewalk - 'I cannot shovel. I am responsible for snow removal in my lease, no one else got fined - just me yet I had someone do a path. The temp was life-threatening; should've been given more time to remove snow due to my age + disability, (legally disabled, get SSI) I have been here 21 years at this address and never got a violation before!

SIGNATURE OF APPELLANT: [Signature] DATE: Feb. 5, 2024

PRINT NAME: SUSAN STOCKS APPELLANT'S ADDRESS: 2956 CHURCH ST. STEVENS POINT - 54281



Memo

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

To: Public Protection Committee
 From: Mark Kordus
 CC: Ryan Kernosky & Andrew Beveridge
 Date: 2/28/24
 Subject: 2956 Church St. – Case RAC-2024-00066

On 1/16/24 at 9:30 AM Mark Kordus observed an un-shoveled sidewalk at 2956 Church St. The abatement occurred by the City contractor at approximately 10:30 AM the next day 1/17/24. There was a four-day snow event totaling 4.9” as measured at the NOAA Stevens Point weather station which ended at or before 7:30 AM on 1/12/24. The snow was removed 5 days after the last snow fall event. I did speak to the tenant prior to filing the appeal and while empathic to her situation, did inform her that appeal was her only mechanism once the abatement is completed.

U.S. Department of Commerce
 National Oceanic & Atmospheric Administration
 National Environmental Satellite, Data, and Information Service
 Current Location: Elev: 1079 ft. Lat: 44.5115° N Lon: 89.5853° W
 Station: STEVENS POINT, WI US USC00478171

Record of Climatological Observations
 These data are quality controlled and may not be identical to the original observations.
 Generated on 02/06/2024

National Centers for Environmental Information
 151 Patton Avenue
 Asheville, North Carolina 28801

Observation Time Temperature: 0730 Observation Time Precipitation: 0730

Year	Month	Day	Temperature (F)			Precipitation				Evaporation		"Soil Temperature (F)"								
			"24 Hrs. Ending at Observation Time"		At Obs.	24 Hour Amounts Ending at Observation Time			At Obs. Time	24 Hour Wind Movement (mi)	Amount of Evap. (in)	4 in. Depth			8 in. Depth					
			Max.	Min.		Rain, Melted Snow, Etc. (in)	F i a g	Snow, Ice Pellets, Hail (in)				F i a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.	
2024	01	01	30	21	22	0.00		0.0		0.0										
2024	01	02	25	20	21	0.00		0.0		0.0										
2024	01	03	25	20	21	0.00		0.0		0.0										
2024	01	04	32	21	21	0.02		0.1		0.0										
2024	01	05	25	21	25	0.00		0.0		0.0										
2024	01	06	34	25	28	0.03		0.6		1.0										
2024	01	07	32	28	29	0.01		0.1		0.0										
2024	01	08	32	29	29	0.00		0.0		0.0										
2024	01	09	30	27	30	0.02		0.6		1.0										
2024	01	10	32	29	29	0.19		2.5		3.0										
2024	01	11	32	24	24	0.07		1.5		5.0										
2024	01	12	30	24	26	0.02		0.3		5.0										
2024	01	13	28	19	20	0.39				5.0										
2024	01	14	20	-8	-5	0.00		0.0		4.0										
2024	01	15	3	-8	-6	0.00		0.0		4.0										
2024	01	16	4	-9	-9	0.00		0.0		4.0										
2024	01	17	4	-10	-4	0.00		0.0		4.0										
2024	01	18	12	-4	-1	0.00		0.0		4.0										
2024	01	19	11	-2	-1	0.00		0.0		4.0										
2024	01	20	11	-2	-1	0.00		0.0		4.0										
2024	01	21	15	-2	-2	0.00		0.0		4.0										
2024	01	22	20	-2	19	0.00		0.0		3.0										
2024	01	23	33	19	26	0.00		0.0		3.0										

Jan 17, 2024 at 10:36:52 AM
2956 Church St
Stevens Point WI 54481
United States



Jan 17, 2024 at 10:44:52 AM
2964 Church St
Stevens Point WI 54481
United States





Friday, January 26, 2024

ID #: RAC-2024-00066

INVOICE #: 202400056

STEFFEN REAL ESTATE, LLC
1310 ROGERS ST
STEVENS POINT, WI 54481-2801

INVOICE FOR SERVICE(S)
SNOW AND ICE REMOVAL - SIDEWALK AT 2956 CHURCH ST

Dear Steffen Real Estate, LLC,

On or about 01/16/24 an order was issued on the above described property, or a violation was abated relating to SNOW AND ICE REMOVAL - SIDEWALK. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o **Violation**

Snow and Ice Removal 16.06 (1): 16.06 (1) Removal from Sidewalks. The owner, occupant or person in charge of any building fronting upon or adjoining any street, and the owner or person in charge of an unoccupied dwelling or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such building, or unoccupied lot or dwelling, which on corner lots shall include the sidewalk or ramps extending to the street, of snow and ice from such sidewalk and cause same to be kept clear of snow and ice, provided that when ice has formed on any sidewalk that it cannot be removed, the persons herein referred to shall keep the same sprinkled with ashes, sawdust, or sand. In the event of a snow storm, accumulated snow shall be removed from the abutting sidewalk by the owner or occupant of any premises within twenty-four hours after the snow ceases to fall, except on those streets or portions thereof where no boulevard is located, in which case snow shall be removed within 48 hours. (2) City May Remove and Place on Tax roll. Whenever the owner or occupant of any lot or premises shall neglect or fail to remove the snow or ice in front of the same for twenty-four hours, the city inspection department shall cause such snow to be removed, provided that when ice has so formed on any sidewalk that it cannot be removed, the same shall be sprinkled with sand, and when completed, the city clerk shall prepare a bill of cost thereof, describing the real estate in front of which the work is done; if the cost of removal is not paid, it shall be placed in the next tax roll by the clerk in a separate column to be called 'snow removal' and the same shall be collected in the like manner as other taxes are collected. (3) No owner, occupant, or person shall place any snow or ice on or into any sidewalk, street, or alley without permission from the Public Works Director.





Type	Amount
Inspection without Notice	\$50.00
Snow Removal Abatement	\$27.32

Balance Due: \$77.32

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: STEFFEN REAL ESTATE, LLC
Customer/Parcel No: 230805101411
Invoice: 202400056

Make Checks Payable and Remit to:
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Amount Due: \$77.32

Or pay online: stevenspoint.com/invoice



Deliver To:
City Clerk's Office
Attn: Administrative Appeals Board
1515 Strongs Avenue
Stevens Point, WI 54481

PROPERTY APPEAL FORM

or Email To:
clerk@stevenspoint.com

RECEIVED

FFR 27 2024

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. **While not mandatory, you are highly encouraged to attend the meeting.**

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 1101 First St OWNER OF PROPERTY: Jeff Thompson
INDIVIDUAL FILING APPEAL: Andrea Olson RELATION TO PROPERTY: Land Contract
CONTACT PHONE: _____ EMAIL ADDRESS: _____

ALLEGED VIOLATION: Snow & Ice Removal VIOLATION ID #: RAC-2024-00099
HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO YES AGENT: Mark Kordus

RESULTS OF THAT DISCUSSION:

Indicated I can appeal

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

Per the ordinance, "The owner, occupant, or person in charge of any building fronting upon or adjoining any street..." The structure on 1101 First St is not fronting(facing the sidewalk) nor is the property adjoining any street. The city's parking lot is adjoining the sidewalk and the sidewalk is surrounded by city owned property. Thus the sidewalk is the city's responsibility.

The city also has been clearing the snow since the sidewalk was installed in 2021. This notice is the first time the city did not clear all of the snow, they did clear some.

SIGNATURE OF APPELLANT:  DATE: 2/27/2024
PRINT NAME: Andrea Olson APPELLANT'S ADDRESS: 410 Franklin St Stevens Point WI

-The city had been clearing the sidewalk since it was installed in 2021. In June of 2022 the Community Development Director agreed to continue snow removal. In April of 2022 after hitting the building the Mayor and Ryan Kernosky stated the city would no longer remove the snow after the season ended, but the city continued to clear the snow.

-The city did not charge 1101 First St a special assessment for the installation of a new sidewalk in 2021. For all new sidewalks the people responsible for the sidewalk had to pay a special assessment. Thus the city accepting ownership of the sidewalk encapsulated on their property.

-The building at 1101 First St is not "fronting upon or adjoining any street".

-The structure on 1101 First St is fronting a city parking lot and does not adjoin any street. It is surrounded by city owned property. It is adjacent to a street but not adjoining.

****On February 20, 2024 the city changed the ordinance which would make 1101 First St responsible for the sidewalk had Ryan Kernosky not indicated the city would continue to clear it in 2022. No snow clearing was one reason we wanted the property.****

In January of 2023 1101 First St entered into an "Irrevocable License Agreement" with the city since the structure at 1101 First St was build a few inches onto city owned property. "Better Survey Equipment" was the stated reason as to why the

-The license agreement does not call out maintenance of anything specific but does say "surrounding". This could mean anything like the parking lot. This is unlike the occupancy license agreement another business has that calls out specifically "sidewalk including snow removal" and an accompanying exhibit image. (this business is owned by the Mayor's family).

Additional documents will be provided

Property Appeal Violation ID#: RAC-2024-00099

1101 First St Stevens Point, WI is a Landlocked Property. It is accessible due to the abutting/adjoining a city parking lot other city property. The city installed a new not previously existing sidewalk on their property in 2021, and has been doing the maintenance and upkeep of that sidewalk ever since. January 18, 2024 was the first time they didn't clear the sidewalk. They did clear snow from it earlier that month. One time they did leave a small patch of uncleared snow where the sidewalk narrows due to power line cables. The city would have to use shovels there or narrower equipment.

See 2024 Snowfall document and image of narrowing sidewalk

Since 2022 I've been attempting to acquire 1101 First St. One of the reasons that acquiring 1101 First St was appealing was because it does not include a parking lot nor sidewalks to maintain. In 2022, Ryan Kernosky and Ximena Christensen met with Ward Wolff, my father and me at 1101 First St to ensure that the property would be appropriate for what I wanted to do with it. One concern of mine was the sidewalk that was installed in 2021 and the city parking lot. I have multiple sidewalks that I already clear and I didn't want any more non-permeable surfaces to have to maintain and repair. They can get expensive. Mr Kernosky stated that the city would continue to clear the sidewalk due to the parking lot. ***See GIS image. Notice 1101 First St is an island surrounded by city property.***

In April of 2023 after the city hit the unprotected gas meter at 1101 First St causing a gas leak. I reached out to the city since only WPS reached out to me due to needing to do an interior inspection for gas. The police department was not contacted. Mayor Wiza and Ryan Kernosky stated the city were considering no longer removing the snow nor doing maintenance on their property after the season ended, but the city continued to clear the snow into 2024.

In a few emails from Mayor Wiza, Ryan Kernosky and other city staff, a public right-of-way was mentioned. However, the land next to 1101 First St is city owned. It is a complicated right-of-way with an easement. However, with the city parking lot across the street, if the street went away, vacation, typically the property on each side of the street would be split. Here however, with the parking lot the city most likely would take full ownership indicating 1101 First St has "no fee interest" in the street and the city has a full fee interest. When the exit of the parking lot was removed the city kept full ownership of the land. Thus, again, this isn't a typical "right-of-way" situation where maintenance should be required by another property owner.

Another example of land ownership is that in January of 2023 1101 First St entered an "Irrevocable License Agreement" with the city since the structure at 1101 First St was built a few inches onto city owned property. "Better Survey Equipment" was the stated reason by the city as to why the property line "shifted".

-The license agreement does not call out maintenance of anything specific but does say "surrounding". "Surrounding" could mean anything like the parking lot. No beginning nor end to "surrounding". This is unlike the occupancy license agreement another business; Guu's has that calls out specifically "sidewalk including snow removal".

The last example of land ownership is that the city did not charge 1101 First St a special assessment for the installation of a new sidewalk in 2021. For all new sidewalks, where one had not previously been installed, the property owners where the sidewalk easement was being installed were responsible for the sidewalk had to pay a special assessment. Thus the city accepting ownership of the sidewalk. Mayor

Wiza in his email even stated that "The sidewalks were installed as part of the rebuild and in accordance with current Council policy, but the clearing is still the responsibility of the adjacent owner."

****See email. Note that "responsibility of the adjacent owner" was NOT in the ordinance. "Fronting upon or adjoining any street" was.****

I requested a map of downtown to see what sidewalks the city clears, specifically ones surrounding city owned parking lots. The map is not up to date. It was last updated between 2016-2021 based on the structures shown. The city clears snow from sidewalks that are next to city owned property, utility owned properties that don't pay property taxes and some privately owned property. It isn't consistent. ****See the maps****

The building at 1101 First St is not "fronting upon or adjoining any street".

-The structure on 1101 First St is fronting a city parking lot and does not adjoin any street. It is surrounded by city owned property. It is adjacent to a street but not adjoining.

****On February 20, 2024 the city changed the ordinance which would make 1101 First St responsible for the sidewalk had Ryan Kernosky not indicated the city would continue to clear it in 2022. No snow clearing was one reason we wanted the property.****

I understand the need to have clear safe sidewalks. I also understand that I do not want the responsibility for repairs and maintenance of a sidewalk that was installed not to code and compromising structural integrity of 1101 First St. If I'm now required to maintain this sidewalk on city property, will I next be expected to pay for not only repairing the 1101 structure but also removing and reinstalling a sidewalk that the city accepted ownership of, paid for and maintained since installing it in 2021?



Deliver To:
 City Clerk's Office
 Attn: Administrative Appeals Board
 1515 Strongs Avenue
 Stevens Point, WI 54481

or Email To:
 clerk@stevenspoint.com

PROPERTY APPEAL FORM

RECEIVED
 MAR 05 2024
 CITY OF STEVENS POINT
 OFFICE

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. **While not mandatory, you are highly encouraged to attend the meeting.**

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 1101 First St OWNER OF PROPERTY: Jeff Thompson
 INDIVIDUAL FILING APPEAL: Andrea Olson RELATION TO PROPERTY: Land Contract
 CONTACT PHONE: _____ EMAIL ADDRESS: _____

ALLEGED VIOLATION: Snow & Ice Removal VIOLATION ID #: RAC-2024-00099
 HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO YES AGENT: Mark Kordus

RESULTS OF THAT DISCUSSION:

Indicated I can appeal

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

Per the ordinance, "The owner, occupant, or person in charge of any building fronting upon or adjoining any street..." The structure on 1101 First St is not fronting(facing the sidewalk) nor is the property adjoining any street. The city's parking lot is adjoining the sidewalk and the sidewalk is surrounded by city owned property. Thus the sidewalk is the city's responsibility.

The city also has been clearing the snow since the sidewalk was installed in 2021. This notice is the first time the city did not clear all of the snow, they did clear some.

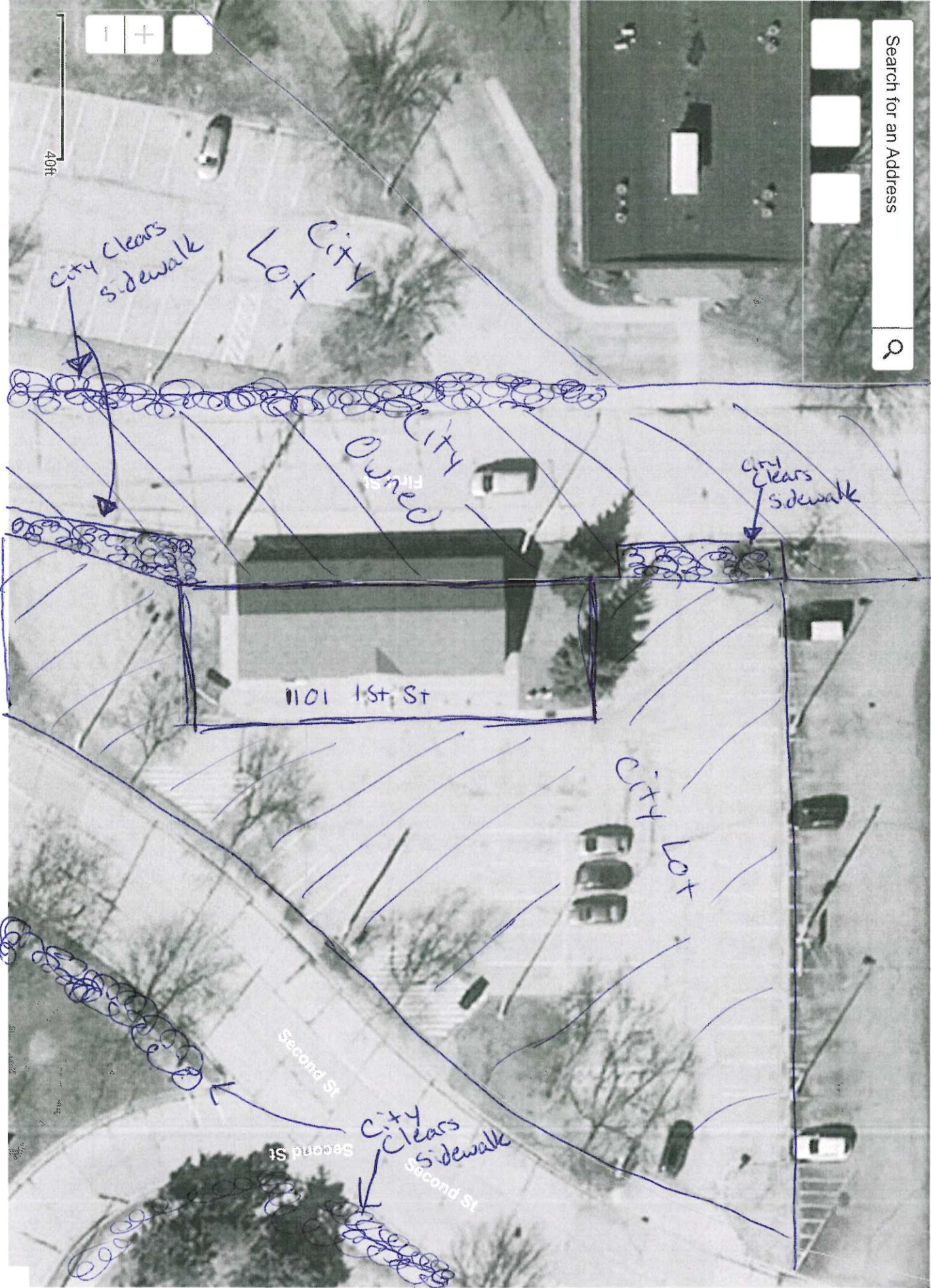
SIGNATURE OF APPELLANT: _____ DATE: 2/27/2024
 PRINT NAME: Andrea Olson APPELLANT'S ADDRESS: 410 Franklin St Stevens Point WI

-2024 Events for Stevens Point, 54482

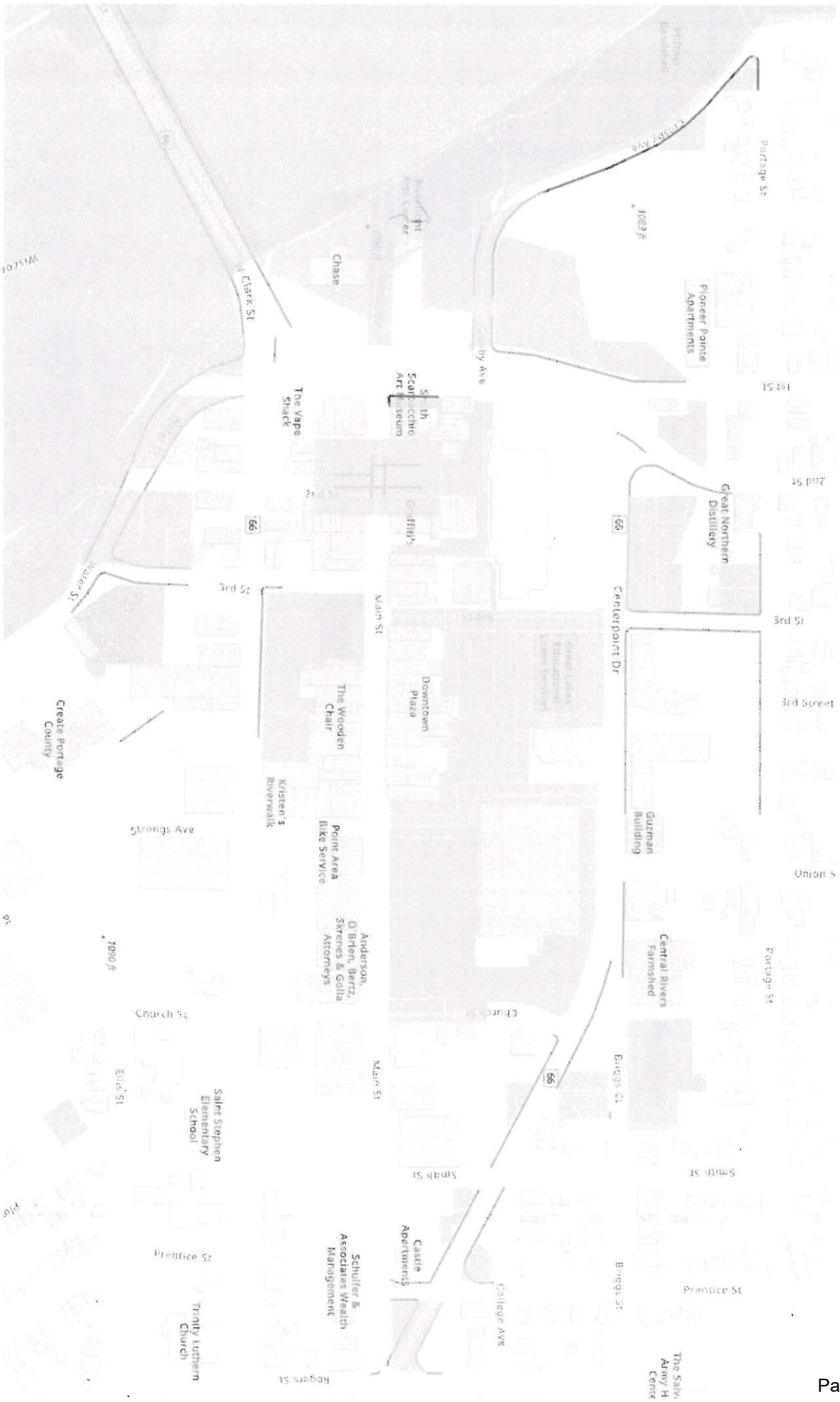
Date	Precipitation	Summary
February 27th - 28th, 2024	Snow	Record Warmth Precedes Quick Window of Snow Showers February 27-28
February 23rd, 2024	Snow	Quick-Hitting Clipper System February 23rd
February 15th, 2024	Snow	Rain Mixes with Snow February 15th
February 13th, 2024	Snow	Intervals of Flurries and Snow Showers February 13th
January 28th - 29th, 2024	Freezing Rain	Freezing Fog and Drizzle Overnight January 28-29
January 23rd - 24th, 2024	Freezing Rain	Persistent Freezing Fog and Drizzle January 23-24
January 12th - 14th, 2024	Snow	Heavy Snow and Gusty Winds January 12-14
January 10th - 11th, 2024	Snow	Clipper System January 10-11
January 9th - 10th, 2024	Snow	Steady Snow January 9-10
January 5th - 7th, 2024	Snow	Clipper System Brings Snow January 5-7
January 3rd - 4th, 2024	Wintry Mix	Period of Snow Showers and Freezing Drizzle January 3-4



Search for an Address



City Snow Removal Map (Not Current)





Search for an Address



300ft



1101st

Sixth Lot

Green = Snow Removal

Private Lots / Property Indicated

Andrea Olson

From: *[faded]*

To: Ryan Kernosky

Fri, Mar 10, 2023 at 4:08 PM

Hi Ryan,

I wasn't sure who would or should be contacting Jeff or me regarding an incident at 1101 First St. I'm doing a land contract for the property until they are ready to close. As he told me, "Isn't it lovely being a property owner."

However, at about noon, I received a call from WPS. When the city was clearing the sidewalk they hit the gas meter on the building creating a gas leak. WPS called me since I'm on the utilities. I then contacted Jeff to tell him what happened. From what he has told me he nor I was contacted by the city about the incident.

Luke was the point of contact from the city with WPS. I did tell WPS that we definitely wanted an incident report created. I was not sure if this would be a Parks Department or Public Works related incident.

WPS did fix the issue, installed a new meter and inspected inside of the building to insure that nothing occurred in there.

This was the first incident like this. The new sidewalk was recently installed and it is very close to the gas meter. At that point, the city didn't install any barriers/curbing like they added prior to the meter. I'm happy to work with the city if some type of adjustments might be considered helpful to prevent this from happening in the future.

Please feel free to reach out or have someone from the correct department combination reach out.

Thank you,
Andrea Olson

[faded]

Ryan Kernosky

From: rkernosky@stevenspoint.com

To: Andrea Olson, Mike Wiza, Scott Beduhn, Luke Kronstedt

Mon, Mar 13, 2023 at 9:20 AM

Thanks Andrea. The city is considering no longer snow plowing this sidewalk starting next season, and so it would be up to the owner/tenant to do so. This might be for the best considering the recent incident.

Thanks-

Ryan

Ryan Kernosky, MPA
rkernosky@stevenspoint.com
O: 715-346-1568
C: 715-204-2030

*The city continued
to clear the sidewalk
until 1/18,*

Sent from my iPhone. I apologize for brevity and any mistakes.

Andrea Olson

From: andrea@stevenspoint.com

To: Mike Wiza, Scott Beduhn, Luke Kronstedt, Ryan Kernosky

Wed, Mar 15, 2023 at 2:05 PM

Hi Ryan,

Thank you for your response. Snow clearing and the responsibility of it was discussed with you on three or more separate occasions. This included the meeting in June 2022 at 1101 First St with Xiamia, Jeff Thompson, my father, you and me. Due to the city owned parking lot and the city owning the land encompassing the sidewalk parallel to 1101, you determined the city would be responsible for the snow removal. The situation is the sidewalk is on "owned city property" verses a "right of way" if I'm not mistaken.

Up until 2021, a sidewalk didn't exist on both sides of First St. Jeff was originally given a bill for the sidewalk extension parallel to 1101, but then he did not have to pay for the sidewalk due to it being on city property. Unless I missed a different resolution the city came to with the sidewalk extensions verses replacements.

We did insure that all of the responsibilities of the owner of 1101 First St were addressed in the Irrevocable License Agreement. The agreement did not include anything about the sidewalk and our our concerns with liability, upkeep and repairs were also eased by Ryan's previous statements. We did offer to purchase the land under and adjacent to the building on 1101, and then the sidewalk would have been 1101's responsibility but the city didn't find that as a desirable option. One thing not addressed in the License was that part of the city's parking lot was built on 1101's lot. It is just some of the curb and where the edge of the plow misses. It is marked from the last survey.

However, I'm happy to work with the city to figure out some type of way to prevent damage from snow being piled against the side of the building and future risk of meter damage. We know how close the new sidewalk is to the side of the building. If damage to the property or questions arise, please contact Jeff or me immediately.

Thank you,
Andrea Olson

Mike Wiza

From: mwiza@stevenspoint.com

To: Andrea Olson, Scott Beduhn, Luke Kronstedt, Ryan Kernosky

Wed, Mar 15, 2023 at 3:41 PM

Andrea,

Ryan is out of the office, but our records show the area adjacent to that building is Right of Way. All sidewalks in the city are the responsibility of the property owner to clear. The same would be true in this case.

We certainly don't want any damage to Jeff's building regardless of whether you clear it, as the tenant or Jeff hires a contractor to do it as part of your lease.

The sidewalks were installed as part of the rebuild and in accordance with current Council policy, but the clearing is still the responsibility of the adjacent owner.

Mayor Mike Wiza (He/Him)
City of Stevens Point, WI
mwiza@stevenspoint.com

↑
*This is not
the ordinance*

1101 First St Gas Leak Incident(City Caused Collision)

From: Andrea Olson

To: rkernosky@stevenspoint.com

Date: Friday, March 10, 2023 at 04:08 PM CST

Hi Ryan,

I wasn't sure who would or should be contacting Jeff or me regarding an incident at 1101 First St. I'm doing a land contract for the property until they are ready to close. As he told me, "Isn't it lovely being a property owner."

However, at about noon, I received a call from WPS. When the city was clearing the sidewalk they hit the gas meter on the building creating a gas leak. WPS called me since I'm on the utilities. I then contacted Jeff to tell him what happened. From what he has told me he nor I was contacted by the city about the incident.

Luke was the point of contact from the city with WPS. I did tell WPS that we definitely wanted an incident report created. I was not sure if this would be a Parks Department or Public Works related incident.

WPS did fix the issue, installed a new meter and inspected inside of the building to insure that nothing occurred in there.

This was the first incident like this. The new sidewalk was recently installed and it is very close to the gas meter. At that point, the city didn't install any barriers/curbing like they added prior to the meter. I'm happy to work with the city if some type of adjustments might be considered helpful to prevent this from happening in the future.

Please feel free to reach out or have someone from the correct department combination reach out.

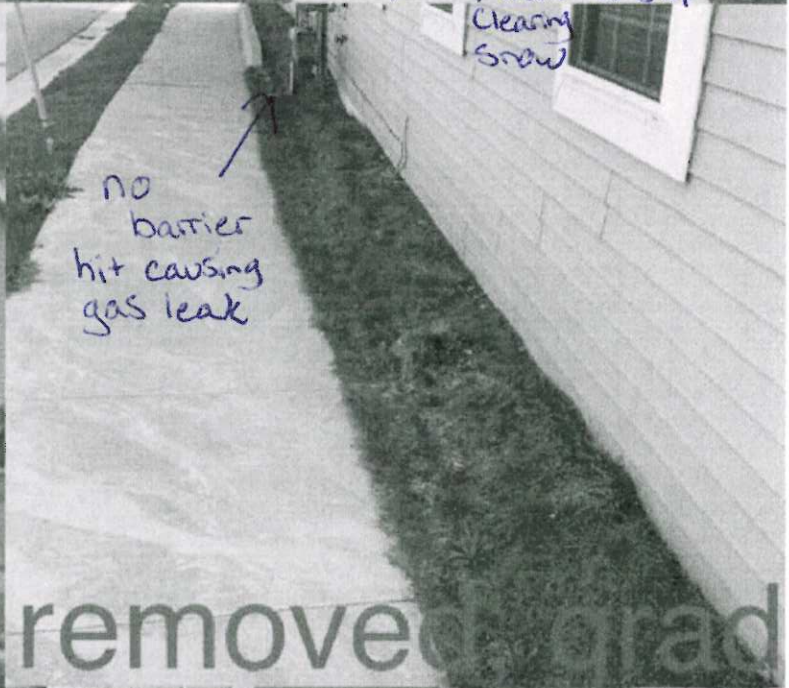
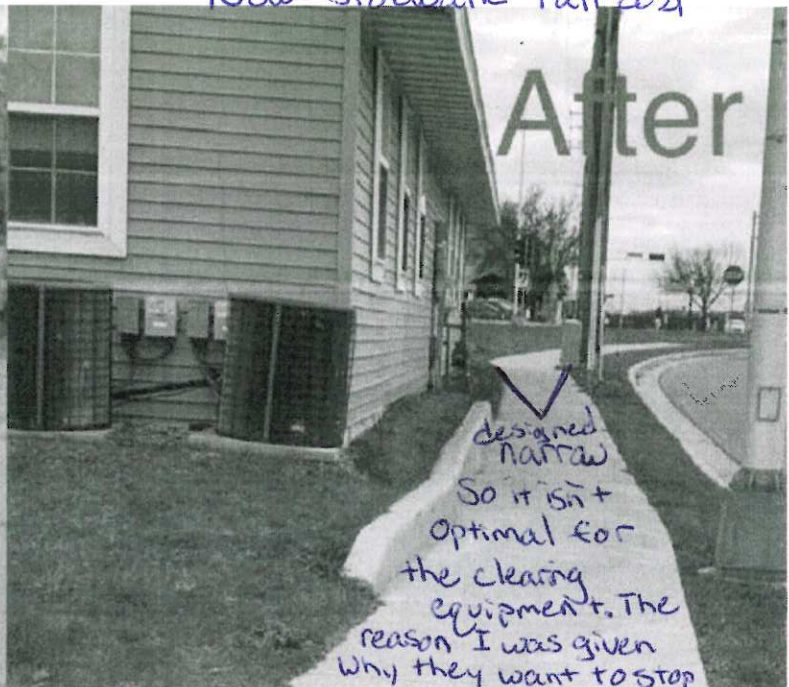
Thank you,
Andrea Olson

1101 First St
City Plowing
2021-2/2021



Spring 2021

New Sidewalk Fall 2021



be submitted to the RA for examination and shall be subject to the approval of the Executive Director of the RA.

b. In addition to the rights of installation as herein granted, RA further grants to Guu's a right to enter upon other portions of the RA Parcel for the purpose of installing such Improvements and for maintaining, operating, replacing, and restoring such Improvements from time to time.

c. The license herein granted shall be at the sole and unfettered discretion of the RA, and may be revoked or terminated with a sixty (60) day notice to the Guu's, unless Guu's is in default of this Agreement, then this Agreement may be terminated with a thirty (30) day notice if such default is not cured by Guu's. Guu's acknowledges that Improvements done on the RA Parcel shall be at the sole expense of Guu's, and if this Agreement is terminated for any reason, Guu's shall not be compensated for the cost of such Improvements and/or any loss.

2. RENT. In exchange for Guu's maintaining the Licensed Area and the area surrounding the Licensed Area, as well as acting as the agent for the RA in regards to refuse and recycling, RA agrees to not charge any monetary value for the license.

3. MAINTENANCE. Guu's shall be responsible for maintaining the Licensed Area, including, without limitation, sidewalk (including snow removal), landscaping, and any other undertakings necessary to maintain the safety, appearance, and cleanliness of the Licensed Area, at Guu's sole expense. The RA shall have sole and unfettered discretion to determine whether Guu's has met its obligations under this section. Should Guu's fail to adequately maintain the Licensed Area, RA shall have the right to terminate this Agreement with a thirty (30) day notice, and charge such expenses to cure such defects to Guu's.

4. REFUSE AND RECYCLING. Guu's agrees to maintain and operate the dumpster enclosure area and maintenance area identified in Exhibit C. This shall include, but is not limited to, administering contracts with disposal and recycling companies for the service of removing such materials from this location for proper disposal off site. Guu's shall be responsible for maintaining this structure, including but not limited to ongoing cleaning and removal of debris in and around the structure, snow removal, and landscaping. Guu's shall not have the exclusive right to use the structure, but rather act as the RA's agent for administering contracts with other businesses along Main Street within the general vicinity who wish to use the structure. Guu's shall have the right to charge other businesses for the use of the structure. Such charge shall not exceed more than ten (10) percent above the actual costs incurred by Guu's for performing its responsibilities under this paragraph.

5. INSURANCE AND INDEMNITY. Guu's shall, at all times during this Agreement, at Guu's expense, insure the Licensed Area for general liability in an amount of coverage of not less than One Million Dollars (\$1,000,000) for injury of or death to any one person, and One Million Dollars (\$1,000,000) for injury or death in any one occurrence (to any number of persons), and property damage liability insurance with limits of liability coverage of not less than Five Hundred Thousand Dollars (\$500,000). The policies shall name Guu's and RA as co-insureds. Guu's shall with respect to any insurance coverage required in this Agreement, furnish RA with certificates of insurance showing compliance with this paragraph and stating that RA will be notified in writing thirty (30) days prior to cancellation, change or non-renewal of insurance.

Guu's states sidewalk

**OCCUPANCY LICENSE
AGREEMENT**

Document Number

Document Title

This Occupancy Agreement ("Agreement") is made by and among Guu Inc. ("Guu's") and the Redevelopment Authority of the City of Stevens Point ("RA"), as of the 15th day of July, 2014 ("Effective Date").

Recording Area

Name and Return Address:
Michael Ostrowski
Executive Director
Redevelopment Authority
1515 Strongs Avenue
Stevens Point, WI 54481
PIN:

RECITALS

A. RA owns certain property immediately adjacent to the north wall / entrance of Guu's On Main, located at 1140 Main Street, Stevens Point, WI 54481 ("Guu's Property"). Such property to the north, "RA Parcel", and as the RA Parcel is also generally depicted on the attached Exhibit A.

B. Guu's desires to expand business operations at Guu's Property by creating a patio area, which opportunity would be for the betterment of Guu's, however, these improvements would be located on the RA Parcel, requiring this Agreement.

C. RA is willing to join in this Agreement and grant certain occupancy limitations on RA Parcel to Guu's, based on the terms and conditions of this Agreement.

AGREEMENT

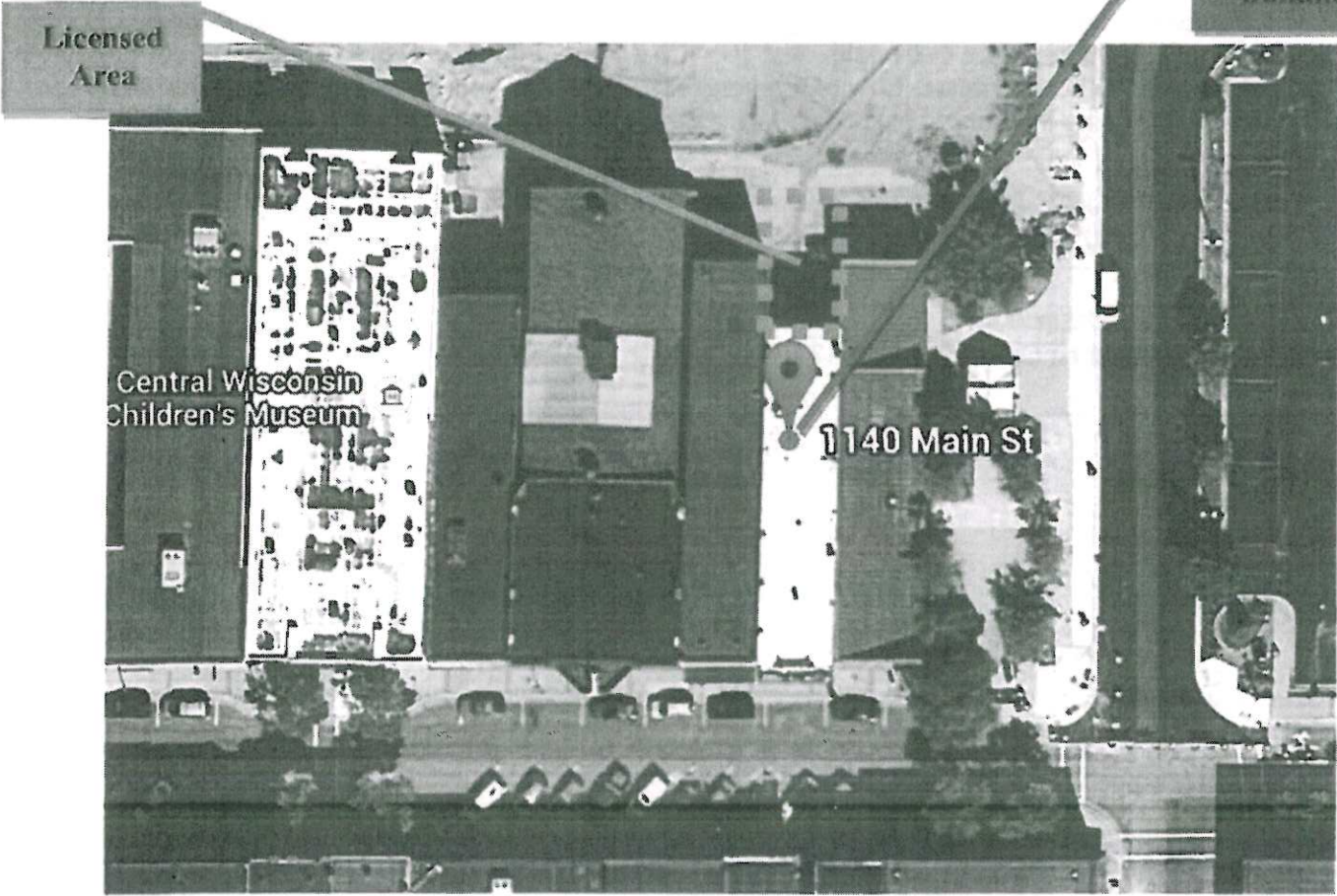
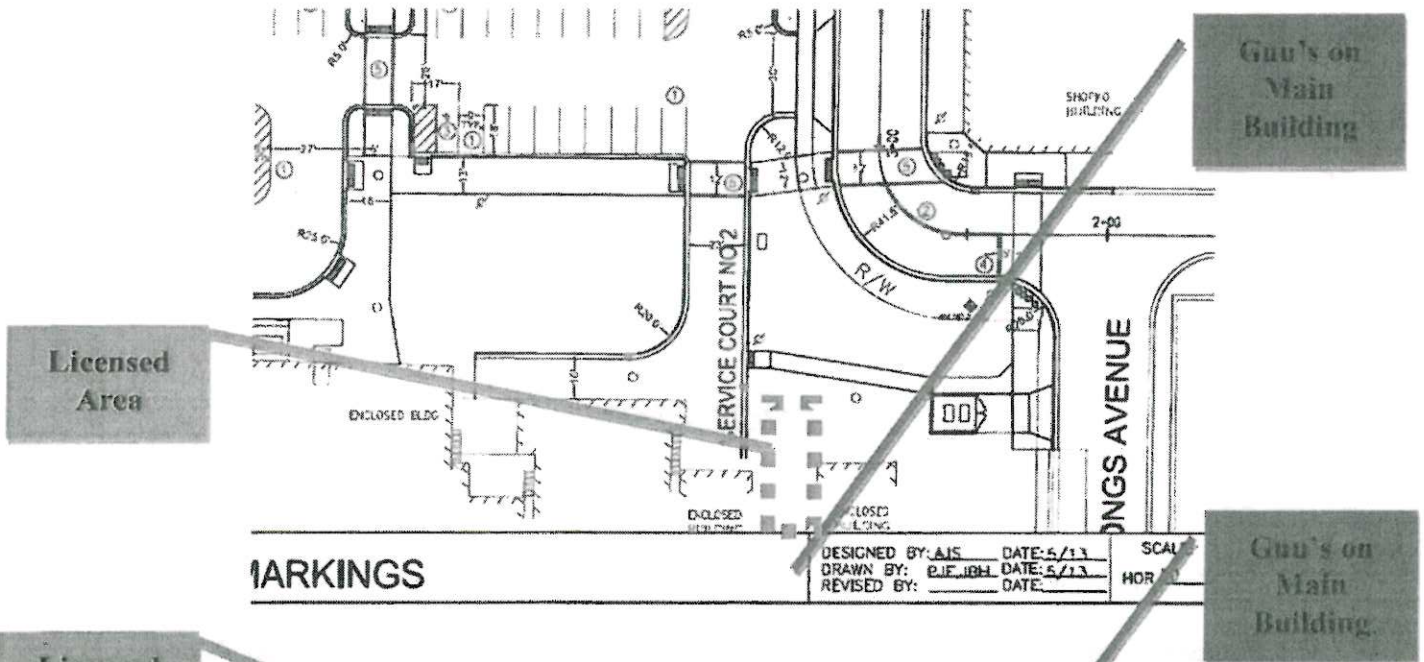
NOW, THEREFORE, Guu's and RA, in consideration of the above premises and of the covenants herein contained, the receipt and sufficiency of which is hereby mutually acknowledged by each party hereto, do hereby covenant and agree as follows:

1. RA LICENSE.

a. RA hereby grants to Guu's an exclusive license and right of use of portions of the RA Parcel depicted on Exhibit A (the "Licensed Area") to expand business operations. Such area is approximately 25 feet wide by 50 feet long. In the event and at such time as Guu's may desire to construct or place improvements upon RA Parcel (the "Improvements"), then Guu's shall prepare or have prepared and file with the RA a complete set of plans and/or product specifications of such Improvements. The plans and/or product specifications shall

EXHIBIT A

DEPICTION OF LICENSED AREA AND MAINTENANCE AREA



RA:
REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

By: 

Andrew J. Halverson, Chairman


Attest: 

Michael R. Ostrowski, Executive Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this 5th day of July, 2014, the above-named Andrew J. Halverson and Michael R. Ostrowski, as the Chairman and Executive Secretary of the Redevelopment Authority of the City of Stevens Point, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.



Becky Kalata
Notary Public, Wisconsin
My Commission expires December 1, 2017.



MEMORANDUM

To: Board of Public Works
From: Ryan Kernosky, Director of Community Development 
Date: January 9, 2023
RE: License Agreement for First Street Right of Way Encroachment at 1101 First St.

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

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

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

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

www.stevenspoint.com

Open Records Rider: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.

**IRREVOCABLE LICENSE
AGREEMENT**

Document Number

Document Title

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

Recording Area

Name and Return Address:

City of Stevens Point
c/o City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481
PIN: 281240832200507

RECITALS

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

AGREEMENT

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

- 1. City Irrevocable License Agreement.

- a. The City hereby grants to the Property Owners an irrevocable occupancy license to utilize portions of the City ROW as outlined on EXHIBIT B of this document.
- b. The Property Owners may occupy the Licensed Area, but shall not enlarge, change, cause further need for additional occupancy within the Licensed Area.
- c. This License Agreement shall become revocable and, at the discretion of the City, automatically terminate in the event of the following:
 - i. The building at 1101 First Street is razed, destroyed, partially destroyed and/or demolished, or moved out of the Licensed Area. It shall be the discretion of the City Council whether or not an event outlined within this section will result in the removal of the building and the subsequent termination of this ~~Revocable License Agreement~~.
 - 1. If any event occurs as outlined in Section 1(c)(i4), ~~another~~ the building may not be reconstructed within the Licensed Area ~~on the same footprint as the existing building~~.
 - 2. Any new additions, exterior alterations, and/or construction must occur outside of the Licensed Area. This section is exempt for exterior improvements, including, but not limited to, siding, window replacement (not new windows), and general maintenance.
- d. Property Owners acknowledge that any improvements done within the License Area shall be at the sole expense of the Property Owners, and if this Agreement is terminated for any reason, the Property Owners shall not be compensated for the cost of such ~~improvements~~ and/or any loss.

2. Rent. In exchange for the Property Owners maintaining the Licensed Area and the area surrounding the Licensed Area, the City agrees to not charge any monetary value for the License.

3. Insurance. So long as this license shall remain in force, Property Owners, at Property Owner's' sole expense, shall maintain a comprehensive general liability policy of insurance, naming the City of Stevens Point as an additional insured and containing a contractual endorsement reading as follows:

Nothing mentioned about the sidewalks, land or parking lot around 1101 1st St.

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

in the _____ Quarter of the _____ Quarter of
Section __, T2 N, R E, City of Stevens Point, Portage County,
Wisconsin."in Government Lot 1 of Section 32, T24N, R8E,
City of Stevens Point, Portage County, Wisconsin.

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

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

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

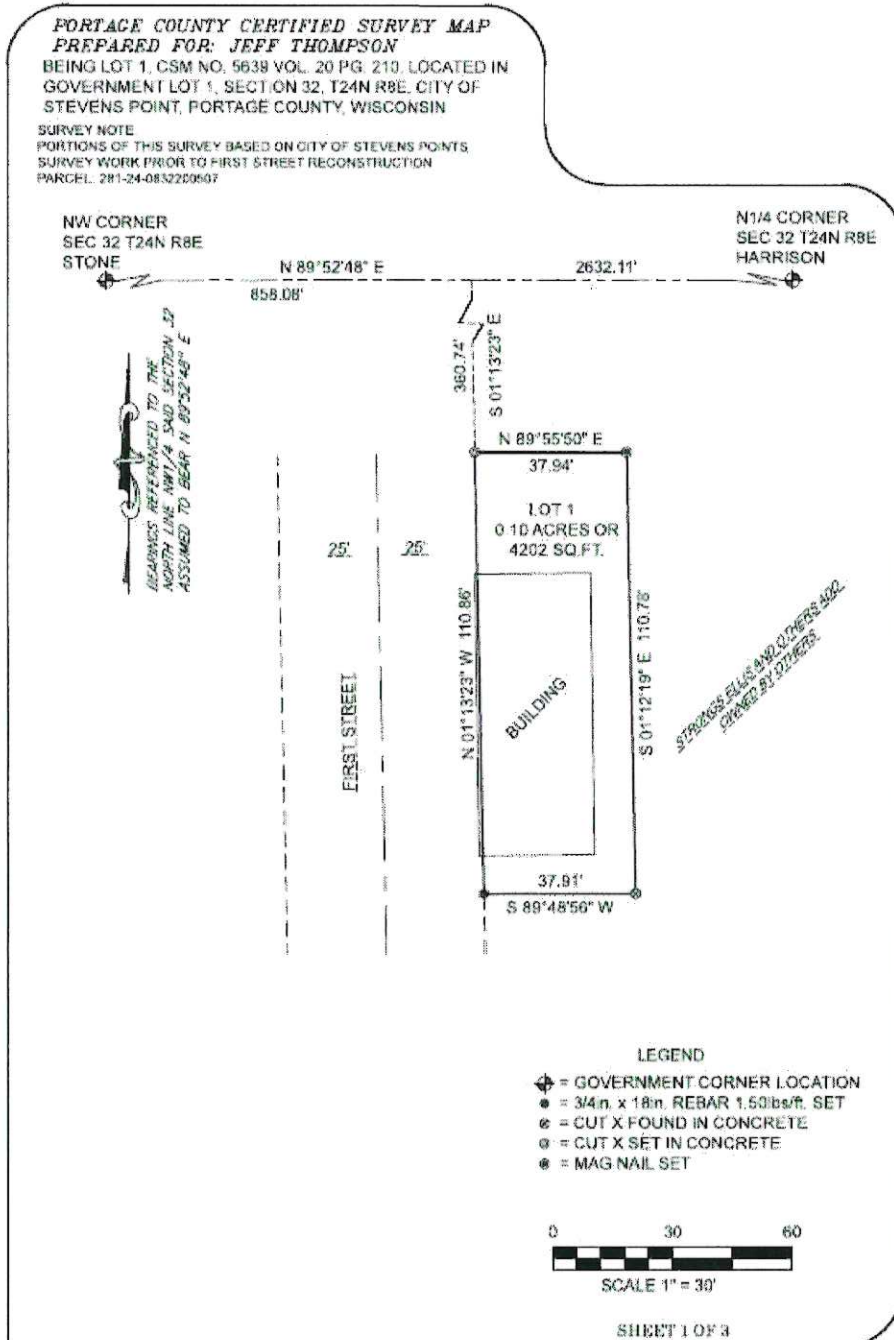
EXHIBIT A
Legal Description of the Property

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

Site Address:
1101 FIRST ST STEVENS POINT WI 54481

Parcel ID: 281240832200507

EXHIBIT B License Area



STEVENS POINT TREASURER
 1515 STRONGS AVE
 STEVENS POINT WI 54481-3594

****Reminder**** If you would like to receive a receipt, please enclose a self-addressed, stamped envelope with your payment.

Open: M-F 7:30AM-4:00PM
 Closed: December 25 & 26
 January 1, March 29, May 27, July 4, and September 2

Please inform the treasurer of any address change.

Phone: (715) 346-1557

http://StevensPoint.com/taxes

JEFFREY J THOMPSON
 CHRISTY THOMPSON
 1442 WEST RIVER DR WEST
 STEVENS POINT WI 54481

Corey Ladick, Comptroller-Treasurer

Property Address
 1101 FIRST ST

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2023
 CITY OF STEVENS POINT
 PORTAGE COUNTY

BILL NO. 5969
 Correspondence should refer to parcel number
PARCEL#: 2408.32.2005.07
ALT. PARCEL #: 240832200507

SEQ# 6291

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
20,200	185,000	205,200	0.9805	20,600	188,700	209,300	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2022 Est. State Aids Allocated Tax Dist.	2023 Est. State Aids Allocated Tax Dist.	2022 Net Tax	2023 Net Tax	% Tax Change	
PORTAGE COUNTY		1,296,254	1,577,401	868.23	893.30	2.9%	Gross Property Tax 3,853.12
CITY OF STEVENS POINT		5,860,961	6,846,083	1,590.50	1,658.84	4.3%	First Dollar Credit -60.31
STEVENS POINT SCHOOL DIST		22,232,638	24,058,312	1,042.29	1,152.25	10.5%	Lottery Credit
MIDSTATE VTAE DISTRICT		2,178,599	2,218,607	144.36	148.73	3.0%	Net Property Tax 3,792.81
Total		31,568,452	34,700,403	3,645.38	3,853.12	5.7%	STORM SEWER 257.43
				57.28	60.31	5.3%	INTEREST ON SPECIAL A 26.55
							DOWNTOWN BUSINESS DIS 123.12
							<i>No sidewalk special assessment first installed in 2021</i>
							TOTAL DUE FOR FULL PAYMENT
				3,588.10	3,792.81	5.7%	PAY BY January 31, 2024
School taxes reduced by voter approved temporary tax credit		\$ 250.12					\$ 4,199.91

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

ACRES: 0.096
 LOT 1 CSM#011672 DOC-890392 BNG PRT
 LOT 52 BLK 15 STRONGS ELLIS & OTH
 GOV LOT 1 S32 T24 R08 .096A
 484356;894494AGMT

FOR INFORMATIONAL PURPOSES ONLY
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
PORTAGE COUNTY	574,801.30	42.80	2042
STEVENS POINT SCHOOL DIST	4,077,218.64	303.62	2040

Net Assessed Value Rate (Does NOT reflect credits)
 0.018777450
RETAIN THIS PORTION AS YOUR COPY
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

Installments may be paid as follows:
 1509.25 DUE BY 01/31/2024
 1345.33 DUE BY 04/30/2024
 1345.33 DUE BY 07/31/2024

PAY FULL AMOUNT OF:
 \$4,199.91
OR PAY 1ST INSTALLMENT OF:
 \$1,509.25
 By January 31, 2024

AND PAY 2ND INSTALLMENT OF:
 \$1,345.33
 By April 30, 2024

AND PAY 3RD INSTALLMENT OF:
 \$1,345.33
 By July 31, 2024

Amount Enclosed: \$ _____
 Make Check Payable and Mail to:

Amount Enclosed: \$ _____
 Make Check Payable and Mail to:

Amount Enclosed: \$ _____
 Make Check Payable and Mail to:

STEVENS POINT TREASURER
 1515 STRONGS AVE
 STEVENS POINT WI 54481-3594
 715-346-1557
2023 Real Estate Property Bill #
 5969
Parcel #
 2408.32.2005.07
Alt. Parcel #
 240832200507
 THOMPSON, JEFFREY J

STEVENS POINT TREASURER
 1515 STRONGS AVE
 STEVENS POINT WI 54481-3594
 715-346-1557
2023 Real Estate Property Bill #
 5969
Parcel #
 2408.32.2005.07
Alt. Parcel #
 240832200507
 THOMPSON, JEFFREY J

STEVENS POINT TREASURER
 1515 STRONGS AVE
 STEVENS POINT WI 54481-3594
 715-346-1557
2023 Real Estate Property Bill #
 5969
Parcel #
 2408.32.2005.07
Alt. Parcel #
 240832200507
 THOMPSON, JEFFREY J

Include This Stub With Your Payment

Include This Stub With Your Payment

Include This Stub With Your Payment





Memo

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

To: Public Protection Committee
 From: Mark Kordus
 CC: Ryan Kernosky & Andrew Beveridge
 Date: 3/5/24
 Subject: 1101 First St. - Case RAC-2024-00099

On 1/18/24 at 10:00 AM Mark Kordus observed an un-shoveled sidewalk at 1101 First St. It was verified with DPW and community development staff that the City was no longer removing snow on this section of sidewalk prior to ordering abatement. The abatement occurred by the City contractor at approximately 2:10 PM that same day. There was a four-day snow event totaling 4.9" as measured at the NOAA Stevens Point weather station which ended at or before 7:30 AM on 1/12/24. The snow was removed 6 days after the last snow fall event. The appellant indicated that the owner was not assessed for the new sidewalk installation, I feel it is worth noting the City no longer special assesses for new sidewalk installation this was not unique to the property in question but is rather a city wide policy. Relevant communications from Mayor Wiza and Director Kernosky as both were identified by name in the appeal, were requested and are attached hereto.

U.S. Department of Commerce
 National Oceanic & Atmospheric Administration
 National Environmental Satellite, Data, and Information Service
 Current Location: Elev: 1079 ft. Lat: 44.5115° N Lon: 89.5853° W
 Station: STEVENS POINT, WI US USC00478171

Record of Climatological Observations
 These data are quality controlled and may not be identical to the original observations.
 Generated on 02/06/2024

National Centers for Environmental Information
 151 Patton Avenue
 Asheville, North Carolina 28801

Observation Time Temperature: 0730 Observation Time Precipitation: 0730

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"						
			"24 Hrs. Ending at Observation Time"		At Obs.	24 Hour Amounts Ending at Observation Time				At Obs. Time	24 Hour Wind Movement (mi)	Amount of Evap. (in)	4 in. Depth			8 in. Depth			
			Max.	Min.		Rain, Melted Snow, Etc. (in)	F l a g	Snow, Ice Pellets, Hail (in)	F l a g				Snow, Ice Pellets, Hail, Ice on Ground (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2024	01	01	30	21	22	0.00			0.0		0.0								
2024	01	02	25	20	21	0.00			0.0		0.0								
2024	01	03	25	20	21	0.00			0.0		0.0								
2024	01	04	32	21	21	0.02			0.1		0.0								
2024	01	05	25	21	25	0.00			0.0		0.0								
2024	01	06	34	25	28	0.03			0.6		1.0								
2024	01	07	32	28	29	0.01			0.1		0.0								
2024	01	08	32	29	29	0.00			0.0		0.0								
2024	01	09	30	27	30	0.02			0.6		1.0								
2024	01	10	32	29	29	0.19			2.5		3.0								
2024	01	11	32	24	24	0.07			1.5		5.0								
2024	01	12	30	24	26	0.02			0.3		5.0								
2024	01	13	28	19	20	0.39					5.0								
2024	01	14	20	-8	-5	0.00			0.0		4.0								
2024	01	15	3	-8	-6	0.00			0.0		4.0								
2024	01	16	4	-9	-9	0.00			0.0		4.0								
2024	01	17	4	-10	-4	0.00			0.0		4.0								
2024	01	18	12	-4	-1	0.00			0.0		4.0								
2024	01	19	11	-2	-1	0.00			0.0		4.0								
2024	01	20	11	-2	-1	0.00			0.0		4.0								
2024	01	21	15	-2	-2	0.00			0.0		4.0								
2024	01	22	20	-2	19	0.00			0.0		3.0								
2024	01	23	33	19	26	0.00			0.0		3.0								

Jan 18, 2024 at 2:04:49 PM
1101 First St
Stevens Point WI 54481
United States





Jan 18, 2024 at 2:09:56 PM
1101 First St
Stevens Point WI 54481
United States



Thursday, January 25, 2024

ID #: RAC-2024-00099
INVOICE #: 202400031

JEFFREY J. THOMPSON
1442 W RIVER DR W
STEVENS POINT, WI 54481

**INVOICE FOR SERVICE(S)
SNOW AND ICE REMOVAL - SIDEWALK AT 1101 FIRST ST**

Dear Jeffrey J. Thompson,

On or about 01/18/24 an order was issued on the above described property, or a violation was abated relating to SNOW AND ICE REMOVAL - SIDEWALK. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o **Violation**

Snow and Ice Removal 16.06 (1): 16.06 (1) Removal from Sidewalks. The owner, occupant or person in charge of any building fronting upon or adjoining any street, and the owner or person in charge of an unoccupied dwelling or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such building, or unoccupied lot or dwelling, which on corner lots shall include the sidewalk or ramps extending to the street, of snow and ice from such sidewalk and cause same to be kept clear of snow and ice, provided that when ice has formed on any sidewalk that it cannot be removed, the persons herein referred to shall keep the same sprinkled with ashes, sawdust, or sand. In the event of a snow storm, accumulated snow shall be removed from the abutting sidewalk by the owner or occupant of any premises within twenty-four hours after the snow ceases to fall, except on those streets or portions thereof where no boulevard is located, in which case snow shall be removed within 48 hours. (2) City May Remove and Place on Tax roll. Whenever the owner or occupant of any lot or premises shall neglect or fail to remove the snow or ice in front of the same for twenty-four hours, the city inspection department shall cause such snow to be removed, provided that when ice has so formed on any sidewalk that it cannot be removed, the same shall be sprinkled with sand, and when completed, the city clerk shall prepare a bill of cost thereof, describing the real estate in front of which the work is done; if the cost of removal is not paid, it shall be placed in the next tax roll by the clerk in a separate column to be called 'snow removal' and the same shall be collected in the like manner as other taxes are collected. (3) No owner, occupant, or person shall place any snow or ice on or into any sidewalk, street, or alley without permission from the Public Works Director.





Type	Amount
Inspection without Notice	\$50.00
Snow Removal Abatement	\$48.88

Balance Due: \$98.88

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: JEFFREY J. THOMPSON
Customer/Parcel No: 240832200507
Invoice: 202400031

Make Checks Payable and Remit to:

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

Amount Due: \$98.88

Or pay online: stevenspoint.com/invoice

From: [Ryan Kernosky](#)
To: [Mike Wiza](#); [Mark Kordus](#)
Cc: [Andrew Beveridge](#)
Subject: RE: Appeal Form
Date: Wednesday, February 28, 2024 3:02:58 PM
Attachments: [Re External 1101 First St Gas Leak Incident\(City Caused Collision\).msg](#)

Here's an email in which I say we are considering no longer plowing the snow 'next season' ie this year.

RK

From: Mike Wiza <MWiza@stevenspoint.com>
Sent: Wednesday, February 28, 2024 2:52 PM
To: Mark Kordus <mkordus@stevenspoint.com>; Ryan Kernosky <rkernosky@stevenspoint.com>
Cc: Andrew Beveridge <ABeveridge@stevenspoint.com>
Subject: RE: Appeal Form

I have made no "agreement" of any sort with Ms. Olsen.
To the best of my knowledge, no staff member or employee of the city has made any agreement, either.
Please be sure to share this with the appeal board, too.

Sent from my U.S.Cellular® Smartphone

----- Original message -----

From: Mark Kordus <mkordus@stevenspoint.com>
Date: 2/28/24 11:20 AM (GMT-08:00)
To: Mike Wiza <MWiza@stevenspoint.com>, Ryan Kernosky <rkernosky@stevenspoint.com>
Cc: Andrew Beveridge <ABeveridge@stevenspoint.com>
Subject: FW: Appeal Form

See attached appeal from Ms. Olson, she references communication and agreements mentioning each of you by name. I am unsure if you have anything additional you would like added to the staff report. If so please have to me by noon on Friday, March 1st in order to complete the report for the committee.

Thank you,

Mark Kordus

(715) 346-1554

From: Kari Yenter <KYenter@stevenspoint.com>

Sent: Wednesday, February 28, 2024 9:34 AM

To: Mark Kordus <mkordus@stevenspoint.com>

Subject: Appeal Form

Hi Mark,

Here is another property appeal form received by the Clerk's office.

Thanks,

Kari

From: [Ryan Kernosky](#)
To: [Andrea Olson](#); [Mike Wiza](#); [Scott Beduhn](#); [Luke Kronstedt](#)
Subject: Re: [External] 1101 First St Gas Leak Incident(City Caused Collision)
Date: Monday, March 13, 2023 9:20:08 AM

Thanks Andrea. The city is considering no longer snow plowing this sidewalk starting next season, and so it would be up to the owner/tenant to do so. This might be for the best considering the recent incident.

Thanks-

Ryan

Ryan Kernosky, MPA
rkernosky@stevenspoint.com
O: 715-346-1568
C: 715-204-2030

Sent from my iPhone. I apologize for brevity and any mistakes.

From: Andrea Olson <andrea_olson@yahoo.com>
Sent: Friday, March 10, 2023 4:12:09 PM
To: Ryan Kernosky <rkernosky@stevenspoint.com>
Subject: Re: [External] 1101 First St Gas Leak Incident(City Caused Collision)

Here are two photos of the meter location. I should have gotten one from further away but I'd assume Luke would have taken some too for proper documentation. I can take some more when I head over there this weekend.

Thank you,
Andrea

On Friday, March 10, 2023 at 04:08:45 PM CST, Andrea Olson <andrea_olson@yahoo.com> wrote:

Hi Ryan,
I wasn't sure who would or should be contacting Jeff or me regarding an incident at 1101 First St. I'm doing a land contract for the property until they are ready to close. As he told me, "Isn't it lovely being a property owner."

However, at about noon, I received a call from WPS. When the city was clearing the sidewalk they hit the gas meter on the building creating a gas leak. WPS called me since I'm on the utilities. I then contacted Jeff to tell him what happened. From what he has told me he nor I was contacted by the city about the incident.

Luke was the point of contact from the city with WPS. I did tell WPS that we definitely wanted an incident report created. I was not sure if this would be a Parks Department or Public Works related incident.

WPS did fix the issue, installed a new meter and inspected inside of the building to insure that nothing occurred in there.

This was the first incident like this. The new sidewalk was recently installed and it is very close to the gas meter. At that point, the city didn't install any barriers/curbing like they added prior to the meter. I'm happy

to work with the city if some type of adjustments might be considered helpful to prevent this from happening in the future.

Please feel free to reach out or have someone from the correct department combination reach out.

Thank you,
Andrea Olson
(715)570-1475

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