

Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.

We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

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

**March 18, 2024
7:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 828 6895 7265 | Password: 134585

By Computer: [CLICK LINK TO JOIN](#)

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

Agenda

Agenda

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.
4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.
5. Presentation to the Mayor and Council:
 - a. Cory Hirsbrunner, Stevens Point School District Superintendent- Presentation on School District referendum on the April ballot.

Consideration and Possible Action on the Following:

6. Consent Agenda:
 - a. Minutes of the Common Council Meeting of February 19, 2024.
 - b. Minutes and Actions of the Plan Commission meeting of March 4, 2024:
 2. Report of the February 5, 2024 meeting of the City Plan Commission.
 5. A request from Taylor Placek, representing Russell Gymnastics LLC, for a site plan review to construct a building addition on the property located at 5717 E M Copps Drive (Parcel ID 281230801210007), consistent with Ch. 23.02(4)(h)(1).
 9. November 2023 - January 2024 Monthly Reports.
 - c. Actions of the Police and Fire Commission meeting of March 5, 2024:
 4. Approval of Minutes.
 5. Confirmation of Bills.

6. Ratification of the 2024-2025 collective bargaining agreement between the City of Stevens Point and the Stevens Point Police Officers Organization.
- d. Actions of the Board of Water and Sewerage Commissioners meeting of March 11, 2024:
 2. Approval of minutes.
 3. Approval of department claims.
 4. Purchase of paving attachments and agreement with the Department of Public Works.
 5. Contracted services for GIS.
- e. Actions of the Airport Commission meeting of March 11, 2024:
 2. Approval of minutes.
 3. Approval of department claims.
- f. Actions of the Transportation Commission of March 11, 2024:
 2. Approval of the December 11, 2023 minutes.
 3. Approval of the December 2023, January 2024 and February 2024. Financial/Claims Reports.
 4. Approval to spend up to \$20,000 from the dedicated transit fund for the local share (20%) of the 5304 Planning Grant Program in order to fund the planning and design of a downtown transfer center.
- g. Minutes and Actions of the Personnel Committee meeting of March 11, 2024:
 2. Amendment to Administrative Policy 3.03 Travel Reimbursements - Section 2A - Meals.
- h. Minutes and Actions of the Public Policy and General Government meeting of March 11, 2024:
 2. License List.
 3. Request to Hold Event/Street Closing.
- i. Minutes and Actions of the Board of Public Works meeting of March 11, 2024.
- j. Minutes and Actions of the Finance Committee meeting of March 11, 2024:
 2. Approval of amendment to WEDC Community Development Investment (CDI) Grant.
 7. Approval of Claims Paid.
- k. Statutory Monthly Financial Report by Comptroller/Treasurer.
7. Resolution - A request from Jim Lundberg, representing La Clinica De Los Campesinos Inc., to rezone the property located at 2501 Main Street (Parcel ID 281240833202516) from the "R-5" Multiple Family II Residence District to the "B-4" Commercial District.
8. Resolution - A request from Taylor Placek, representing Russell Gymnastics LLC, to amend an adopted conceptual plan for the planned industrial development of the property located at 5717 E M Capps Drive (Parcel ID 281230801210007), consistent with Ch. 23.02(4)(h)(10).
9. A request from the City of Stevens Point to accept 0.113 acres of land located at 3300 Church Street (Parcel ID 281230804301201) from Portage County for right-of-way purposes.

10. A request from the City of Stevens Point to sell the property located at 4213 Simonis Street (Parcel ID 281240834200101).
11. A request from the City of Stevens Point to enter into a Utility Easement Agreement for the property located at 4312 Arbutus Lane (Parcel ID 020240834-02.05).
12. Ordinance Amendment – Section 12.05: Cigarette, Electronic Vaping Devices and Tobacco Product Sales.
13. To award the 2024 Curb, Gutter and Sidewalk Repair Program #24-05 to Wroblewski Concrete Construction, LLC out of Stevens Point for an amount not to exceed \$98,838.59.
14. To award the EPCC Badger Road Extension (EM Copps to CTH HH) Project #24-10 to Haas Sons, Inc. out of Thorp for an amount not to exceed \$5,041,736.42.
15. Disallowance of Claim-Sharon Inman-Sewage Backup.
16. Disallowance of Claim-Donald Ciseski-Tire and rim damage due to missing manhole cover.
17. Consideration of Mayoral Veto override from February 20, 2024.
18. Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e)(for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session) and Wisconsin Statutes. s.19.85(1)(g)(Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved), relating to the following:
 - A. For discussing the strategy of acquisitions, sales, or exchanges of real estate within the downtown area as relates to the possible relocation of City and County government offices.
 - B. Consideration of settlement terms in the lawsuit *Marshfield Clinic, Inc. v. City of Stevens Point*, Portage County Case Number 23CV215, regarding tax exemption litigation with Marshfield Clinic Health System, Inc. related to their properties identified as parcel nos. 2408-22-3400-16 and 2408-22-3400-17.
19. Resume open session for anticipated action on the settlement agreement.
20. Adjournment.

RMC – Revised Municipal Code

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

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

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

Moving Forward, Together

BRIDGING GAPS,
BUILDING FUTURES,
SUSTAINING EXCELLENCE

Operational Referendum 2024



Budget Constraints: How Did We Get Here



Inadequate State Funding

- Our District is facing a budget deficit caused by inadequate state funding
- Per student funding has been frozen for six (6) of the past eight (8) years



Lowest Mill Rate in Our Conference

- Compared to other schools in our Wisconsin Valley Conference we have had the lowest mill rate for nine (9) of the past ten (10) years



Increasing Cost of Operations

- Despite a well-managed budget, operational costs have increased over time without adequate increases to the revenue limit (local dollars)

Budget Constraints: 2018 Referendum



Levy is for Learning

- 66% of voters supported \$3.5M of operational funds to support technology in the classroom, safety and security, and teacher and staff wages.
- Of the \$3.5M approved, \$2.5M have been lost due to enrollment decline since COVID.



Bond is for Buildings

- 68% of voters supported the District to bond for \$75.9M for significant facility needs across our District.
- These dollars were project specific and could not be used to fund technology, safety, teachers or other operational needs.
- Facility projects approved in the 2018 referendum were completed in 2022 on time and under budget.



Referendum Frequency

- Post 2012, allowable increases in revenue limits have lagged leading to an increase in referendums.
- 82% of the 434 Wisconsin school districts have used the referendum option since 1993.

Budget Control and Reduction

Budget Impact Items	2022-23	2023-24	Future
Budget Reduction: Cuts			
Software Reductions		\$109,247	\$17,000
Building and Department 2% Reduction		\$212,751	
Transportation Cuts	\$216,076	\$25,000	
HRA Restructure		\$250,000	
PMA-Defeasance			\$2,900,000
Extra Time	\$70,000	\$70,000	
Straight Time	\$35,693	\$35,693	
Other Media	\$2,000	\$2,000	
Reduced Positions			\$296,266
Purchased Services			\$115,500
Total:	\$323,769	\$704,691	\$3,328,766
Budget Reduction: Underspent Accounts			
Early Learning	\$215,000		
Unfilled Positions	\$164,990		
Unfilled Sub Positions	\$211,321		
Total:	\$591,311		
Revenue Impact			
Interest Earned in the General Fund	\$100,000		
Referendum Interest/Rebates	\$2,300,000		
Emergency Connectivity Fund		\$2,000,000	
Transfer 73 Fund to 10 Fund	\$835,000		
Transportation Aid Increase	\$114,210		
1.0 TIS FTE Moved to General Fund	-\$80,000		
Per Pupil Increase: School Based Mental Health		\$221,423	
Total:	\$3,269,210	\$2,221,423	



- Identified comprehensive list of programming across PK-12
- Established program review to evaluate:
 - Alignment to District Goals
 - Impact on academic success
 - Clearly articulated student outcomes, enrollment trends, and staffing
 - Program alignment with graduation requirements

Immediate Needs



Retain High-Quality Teachers and Staff



Maintain Academic Programs



Maintain Technology and Infrastructure



Sustain Mental Health and Address Behavior Support



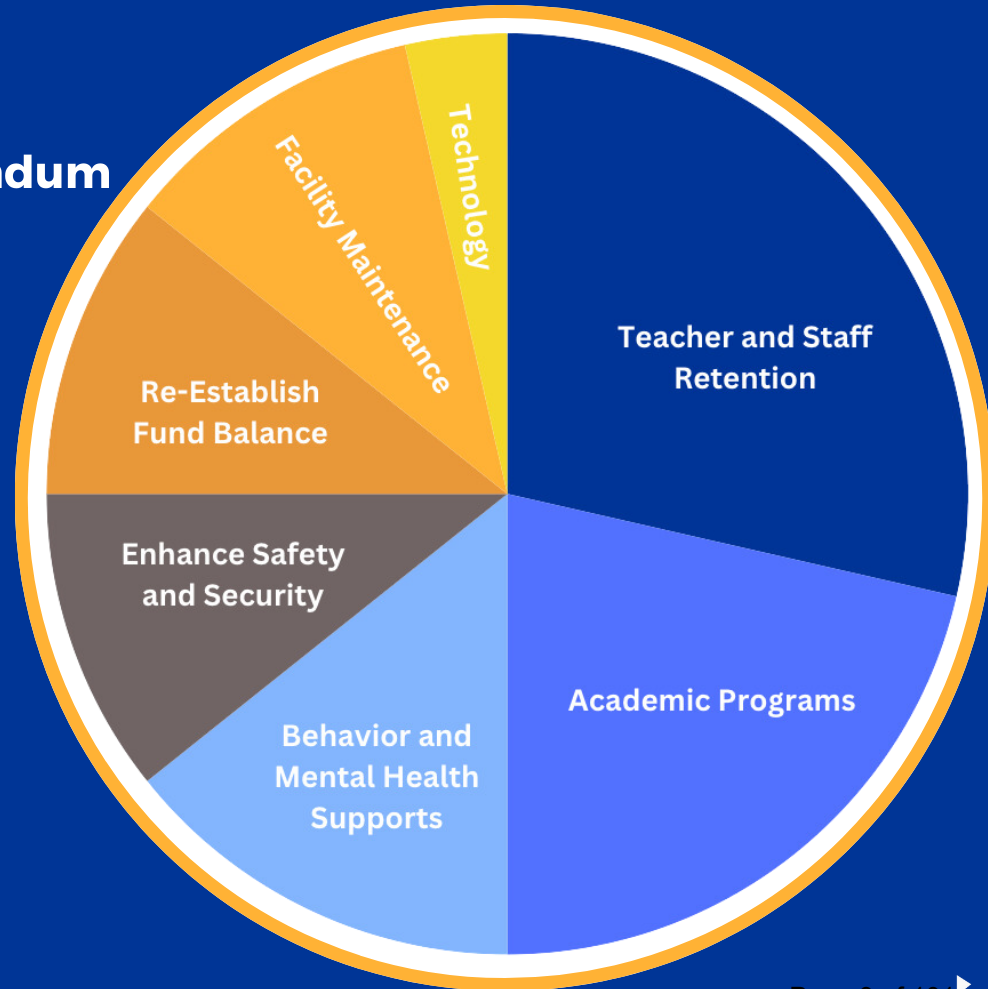
Enhance Safety and Security

The Plan

\$14M Recurring Operational Referendum

Immediate Operational Needs

- Teacher and Staff Retention \$4M
- Academic Programming \$3M
- Behavior and Mental Health Supports \$2M
- Safety and Security \$1.5M
- Re-establish a Healthy Fund Balance \$1.5M
- Fund the 10 Year Facility Maintenance Plan \$1.5M
- Maintain Technology and Infrastructure \$500,000



**These figures are preliminary, and as we progress, our plans may evolve.*

The Cost of Inaction

The cost of inaction is significant, affecting not only our students, but the entire fabric of our community. Failing to pass a referendum will lead to increased class sizes, reduced academic programming, and compromised school safety.

A FAILED REFERENDUM WILL LEAD TO:

-  **Reduction of Class Sections and Teaching Positions, Increased Class Sizes**
-  **Reduction of Regular Ed Educational Assistants Positions**
-  **Consolidation of course offerings for FTE reduction, less choice for students**
-  **Inability to Compensate Staff Competitively leading to shortages and high turnover**
-  **Consolidated, longer bus routes for students**
-  **Reduced Co-curricular offerings**
-  **Inability to make needed school safety upgrades**
-  **Inability to sustain needed mental health and behavior supports for students**
-  **Inability to maintain secure technology infrastructure**
-  **Failed Referendum penalty imposed by the State**

Community Feedback



82% rate the quality of education at SPAPSD as excellent or good



86% rate the quality of education as better or the same as 5 years ago



70% believe our District spends taxpayer money effectively and efficiently

Staff Feedback

77% of teachers and staff support maintaining or expanding academic programs



80% of teachers and staff support additional behavior and mental health supports



The Investment

- Increase revenue limit authority by \$14M stepped over two years to minimize tax impact:
 - Year 1: \$8.75M (57% aided)
 - Year 2: \$5.25M (57% aided)
 - Thereafter: \$14M authority establishes new baseline
 - Does not continue to increase after year 2
- Mill rate impacts:
 - 2024-25: \$6.83 (+0.13) per thousand
 - 2025-26: \$6.96 (+0.13) per thousand

Taxpayer Investment

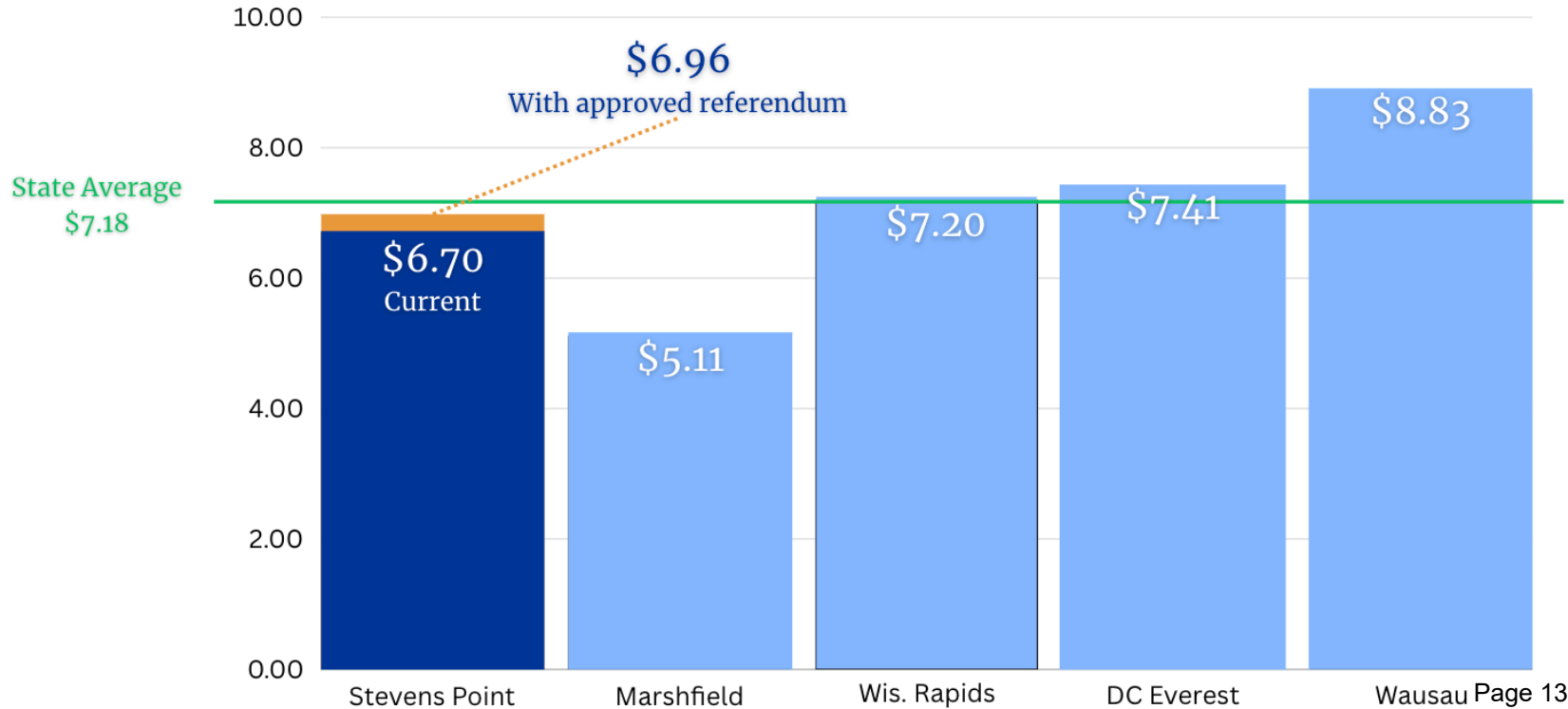
Year 1	Year 2
\$44/yr	\$47/yr
\$100,000 home	\$100,000 home
\$3.67/month	\$3.92/month

Increased revenue limit authority of \$14M is then established and does not continue to increase

**Projections are based on a \$100,000 home with increasing property values*

How Do We Compare?

2023 Equalized Mill Rates



What's On the Ballot?

Question: Shall the Stevens Point Area Public School District, Portage and Wood Counties, Wisconsin be authorized to exceed the revenue limit specified in Section 121.01, Wisconsin Statutes, by \$8,750,000 for the 2024-2025 school year, and by an additional \$5,250,000 (for a total of \$14,000,000) for the 2025-26 school year and thereafter, for recurring purposes to pay operating costs for retention of staff, to enhance safety and security, to maintain technology and infrastructure, to maintain academic programs, to address behavior and mental health support, to maintain district facilities, and for other operational expenses?

January/February
Comprehensive Community
Information Campaign

Monthly reports to the School
Board on upcoming events/info
campaign

March
Continue information
campaign with updates
to the School Board

NEXT STEPS

December 11
School Board
approved placing
referendum
question on the
April 2 ballot

March 19
Early Voting Begins



April 2
Referendum Vote



Learn More



www.PointSchools.net/referendum



Moving Forward Together: Student Choice



\$14M Recurring Operational Referendum phased over two years to minimize tax impact



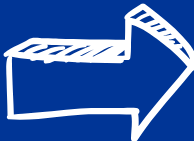
- Increase revenue limit authority:
 - FY2024: \$8.75M (receive 57% aid)
 - FY2025: \$5.25M (receive 57% aid)
 - \$14M new base thereafter
- Mill rate impacts:
 - 2024-25: \$6.83 (+0.13) per thousand (approx. \$44 annual increase for a \$100,000 home with an assumed 4% increase in home value).
 - 2025-26: \$6.96 (+0.13) per thousand (approx. \$47 annual increase for a similar home)
- The district controls the school portion of the property tax rate and is aware that there are other factors that can affect tax impact. Estimates are calculated with an assumption of increasing property value.

Transparent Calculations

The District controls the school portion of the property tax rate and is asking to exceed the revenue limit by \$14M for operational expenses on a recurring basis.

To be transparent, we know that there are other factors affecting property tax impact, including property value increases, and have included those in our calculations.

Estimates provided are based on historical data and represent a home with increasing property value.



School Year	Mill Rate	Home Value	School Levy (Equalized)	Change
2022-23	\$6.74	\$100,000	\$674	-
2023-24	\$6.70	\$109,940	\$737	\$63
2024-25	\$6.83	\$114,338	\$781	\$44
2025-26	\$6.96	\$118,912	\$828	\$47

9.94%

4.00%

4.00%

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

**February 19, 2024
7:00 PM**

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

OR

Zoom Teleconferencing

1. Roll Call.

Present: Ald. Christianson, Shorr (arrived 7:05 p.m.), Keymer, Broderick, Birr, Plaisance, Kneebone, Shuda, Lang, Morrow.

Excused: Ald. Fishler.

Others Present: Mayor Wiza, Clerk Yenter, H.R. Manager Frasch, Director Kremer, Mayoral Assistant Dowling, Neighborhood Planner Chris Klesmith, Chief Moody, Assistant Chief Gemza, C/T Ladick, Director Kernosky, Director Lemke, Director Beduhn, Attorney Beveridge, District 2 Candidate Guthrie, District 10 Candidate Larson.

2. Salute to the Flag and Mayor's opening remarks.

Mayor Wiza made opening remarks on the February 20, 2024, Spring Primary Election, including polling place changes and education presentations for the April Election.

3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.

4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.

Bob Larson, 3283 Lindbergh Avenue, presented concerns related to taxes for homeowners on McDill Pond.

Liz McDonald, 1760 Strongs Avenue, presented concerns related to the January 15 City Council discussing evaluating water service expansion into the Village of Park Ridge.

Andrea Olson, 410 Franklin Street, presented a thank you card to the Mayor, Alderpersons, and Parks Department for clearing the path along the river for the safety of the community.

Consideration and Possible Action on the Following:

5. Consent Agenda:

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

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

Nays: None. Motion carried.

a. Minutes of the Common Council Meeting of January 15, 2024.

b. Actions of the Police and Fire Commission meeting of January 9, 2024:

- 3. Confirmation of Bills.**
- 4. Informational presentation by Officers regarding City Insurance Discord.**
- 5. Discussion, with possible action, on moving forward with an Intergovernmental Agreement for Providing Automatic Aid Fire Services between The City of Stevens Point and the Village of Rudolph.**
- 6. Discussion, with possible action, on moving forward with adding Division Chiefs to SECTION 3.04 Compensatory and Overtime for Non-Represented Personnel of the administrative rules and procedures of the Stevens Point Police and Fire Commission. (Division Chief and Deputy Fire Marshal Exempt vs. Non-Exempt status.)**
- 8. Discussion, with possible action, on approval of moving forward with Officer Jason Dienger and Officer Samuel Hessel to permanent status.**
- 9. Discussion, with possible action, on approval of promotions due to Lieutenant John Moss' expected retirement on January 31, 2024.**
- 10. Discussion, with possible action, on approval of new Officer hires.**
- 12. Approval of out of state training.**

Actions of the Police and Fire Commission meeting of February 6, 2024:

- 4. Confirmation of Bills.**
- 5. Update on contract/bargaining with the Stevens Point Police Officers Organization.**
- 7. Discussion, with possible action, to approve Probationary Firefighter/Paramedics Nathan Mack, Tyler Kruger, and Naomi Hionis to the position of Firefighter/Paramedic with the completion of their probation effective January 16, 2024.**
- 8. Discussion, with possible action, to approve Probationary Deputy Fire Marshal/Emergency Management Coordinator Justin Malin to the position of Deputy Fire Marshal/Emergency Management Coordinator with the completion of his probation effective February 7, 2024.**
- 9. Discussion, with possible action, to approve a memorandum of agreement between the City of Stevens Point and Stevens Point Fire Union Local 484 regarding Instructor Pay.**
- 10. Discussion, with possible action, to approve and accept the 100% funded 2024 Firehouse Subs Public Safety Foundation Grant for \$34,205.00 toward Nozzles and Hose.**
- 11. Discussion, with possible action, to approve the Stevens Point Fire Department moving forward with a 2024 Referendum for nine (9) additional FF/PM Positions.**
- 12. Update on the Auto Aid Agreement with Rudolph Fire Department.**

c. Actions of the Park Commission meeting of February 7, 2024:

No action.

- 3. Presentation by Trent Baneck, UWSP Forestry Department intern,**

- on the relationship between trees and hardscape surfaces.
- 4. Forestry division operational update presented by Forestry Superintendent, Todd Ernster.
- 7. Adoption of policy #1.05 related to the sale of gift cards by the Parks, Recreation and Forestry Department.
- 8. Director's Report.
- d. Minutes and Actions of the Plan Commission meeting of February 5, 2024:
 - 2. Report of the January 2, 2024 meeting of the City Plan Commission.
 - 14. Director's Report.
- e. Actions of the Board of Water and Sewerage Commissioners meeting of February 12, 2024:
 - 2. Approval of Minutes.
 - 3. Approval of Department Claims.
 - 4. Commission Compensation.
- f. Actions of the Airport Commission meeting of February 12, 2024:
 - 2. Approval of Minutes.
 - 3. Approval of Department Claims.
- g. Minutes and Actions of the Personnel Committee meeting of February 12, 2024:
 - 2. Amendment to Administrative Policy 2.07 Pay and Classification Plan - Pay Plan.
 - 3. Discussion, with possible action, to approve Memorandum of Agreement between the City and Fire Union Local 484 regarding Instructor Pay.
- h. Minutes and Actions of the Board of Public Works meeting of February 12, 2024.
- i. Minutes and Actions of the Public Policy and General Government meeting of February 12, 2024:
 - 2. License List.
 - 3. Request to Hold Event/Street Closing.
- j. Minutes and Actions of the Finance Committee meeting of February 12, 2024:
 - 2. Approval of a capital reallocation and additional funding for repairs to the Willett Arena, and update on the overall Goerke/Willett/Community Stadium project.
 - 3. Approval of proposal from Ehlers Inc. for professional services related to the creation of Tax Incremental Financing District 14.
 - 4. Request to issue RFP for Demolition of the Shopko property at 1200 Main Street.
 - 8. Approval of Claims Paid.
- k. Statutory Monthly Financial Report by Comptroller/Treasurer.
- l. Mayoral Appointments:
 - Supplemental Poll Worker List.
- 6. Ratification to approve 2024-2025 collective bargaining agreement with the Stevens Point Police Officers Organization.

Ald. Lang moved, Ald. Keymer seconded, to ratify the 2024-2025 Collective Bargaining Agreement with the Stevens Point Police Officers Organization.

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

7. Consideration of the Public Works Committee decision for a signalized intersection at Division Street and Fourth Avenue, as it relates to the Business 51 Project.

Trevor Roark, 601 Washington Avenue, presented facts and concerns related to the implementation and design for the consideration of the roundabout.

Craig Tesch, 1100 Frontenac Avenue, presented concerns about the roundabout at Division Street and Fourth Avenue. He opposes the implementation of a roundabout.

Mary McComb, 2100 Elk Street, referenced data to support the safety and efficiency of a roundabout at Division Street and Fourth Avenue.

Lawrence Leviton, 826 Soo Marie Avenue, was a participant at the State Transportation Academy. He completed a local study related to observations on pedestrian flow. Mr. Leviton referenced his findings from the observational study relevant to the topic to support the implementation of a one-lane roundabout.

Neil Prendergast, 1924 Plover Street, presented support and data to implement a one-lane roundabout to promote local safety.

Ron Carlson, 3356 Oak Avenue, presented his concerns related to the safety and flow of implementing a roundabout.

Andrea Olson, 410 Franklin Street, presented recommendation for a one-lane roundabout to support overall safety.

Ald. Christianson moved, Ald. Broderick seconded, to approve a change to a signalized intersection.

Mayor Wiza presented his support for the data-driven decisions based on findings of Stevens Point pedestrian flow data.

Call for the vote: Ayes: Plaisance, Shuda, Morrow.

Nays: Christianson, Shorr, Keymer, Broderick, Birr, Kneebone, Lang.
Motion fails.

8. To award Fahrner Excavating project #24-01 Groholski Park Development Project Contract A and Contract A-1, General Site Construction and Granite Trail Construction in the not-to-exceed amount of \$200,000.

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

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

9. To award Northwind Solar project #24-01 Groholski Park Development Contract B, Solar Canopy and Electrical Construction in the not-to-exceed amount of \$97,500.

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

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

- 10. Resolution - A request from Patrick Johnson, representing Rydell Management Company, to rezone the property located at 3609 Stanley Street (Parcel ID 281240827230020) from the “R-2” Single Family Residence District to the “B-4” Commercial District.**

Ald. Shuda moved, Ald. Plaisance seconded, to approve.

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

- 11. Resolution - A request from Samantha Pech to rezone the property located at 3324 Jefferson Street (Parcel ID 281240833101713) from the “R-2” Single-Family Residence District to the “B-1” Neighborhood Business District.**

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

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

- 12. Resolution - A request from William Schierl, representing Claflin House, LLC, to amend the City of Stevens Point Comprehensive Plan Future Land Use Map for the purpose of amending the future land use designation of the property located at 1665 Main Street (Parcel ID 281240832102001) from ‘Multi-Family Residential’ to ‘Residential.’**

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

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

- 13. Resolution - A request from William Schierl, representing Claflin House, LLC, to rezone the property located at 1665 Main Street (Parcel ID 281240832102001) from the “R-4” Multiple Family I Residence District to the “R-3” Single- and Two-Family Residence District.**

Ald. Christianson moved, Ald. Birr seconded, to approve.

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

- 14. Resolution - A request from William Schierl, representing IBEX 1641 Main Street, LLC, to**

rezone the property located at 1641 Main Street (Parcel ID 281240832102003) from the “R-4” Multiple Family I Residence District to the “R-3” Single- and Two-Family Residence District.

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

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

- 15. Resolution - A request from William Schierl, representing IBEX 1649 Main Street, LLC, to rezone the property located at 1649 Main Street (Parcel ID 281240832102002) from the “R-4” Multiple Family I Residence District to the “R-3” Single- and Two-Family Residence District.**

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

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

- 16. Resolution - Authorization to apply to the Resilient Food Systems Infrastructure program.**

Trevor Drake, 1725 Ellis Street, representing Central Rivers Farmshed, presented his support for the grant.

Jeremy Solin, 4501 Nicolet Avenue, representing Tapped Maple Syrup, presented his support for the grant to support small businesses and food manufacturing.

Mayor Wiza referenced a letter of support submitted to the council from Siren Shrub supporting the city's application.

Ald. Birr moved, Ald. Shuda seconded, to authorize applying for the Resilient Food Systems Infrastructure program.

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

- 17. Ordinance Amendment - A request from the City of Stevens Point to amend Section 23.04(2), Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said amendment transfers maximum size restrictions for attached garages and accessory structures from the Stevens Point Building Code to the Stevens Point Zoning Code.**

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

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

Nays: None. Motion carried.

18. Ordinance Amendment - A request from the City of Stevens Point to amend Section 23.04(2), Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point. Said request amends the definition for the term 'home occupation/professional office'.

Andrea Olson, 410 Franklin Street, presented concerns related to the current terms of boarding dogs and how the City defines the term grandfather in the zoning ordinance.

Director Kernosky reviewed the Wisconsin State Statutes and City Ordinance defined in the zoning code as it relates to the term Grandfathering.

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

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

19. A request from the City of Stevens Point to acquire 620 square feet of land located at 1017 Maria Drive (Parcel ID 281240829300335) for right-of-way purposes.

Ald. Christianson moved, Ald. Shuda seconded, to approve.

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

20. A request from the City of Stevens Point to annex the property located at 5498 Golla Road (Parcel ID 020240826-13.05), an unaddressed parcel bounded by Golla Road (Parcel ID 020240826-13.10), an unaddressed parcel bounded by Golla Road and Regent Street (Parcel ID 020240826-14.03), an unaddressed parcel bounded by Golla Road and Regent Street (Parcel ID 020240826-13.07), an unaddressed parcel bounded by Regent Street and Brilowski Road (Parcel ID 020240826-13.09), and adjacent Regent Street, Golla Road and Brilowski Road Right-of-Way from the Town of Hull to the City of Stevens Point.

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

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

21. Ordinance Amendment – Chapter 30, Building Code.

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

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

22. Ordinance Amendment – Section 16.06, Snow and Ice Removal.

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

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

23. Authorization to apply for an Energy Innovation Grant from the Wisconsin Public Service Commission.

Maxwell Johnson, 2345 Jersey Street, presented his support for the efforts made by the City to support clean energy.

Mayor Wiza stated the City closely monitors its energy usage to support efforts in reducing the City's carbon footprint.

Ald. Birr moved, Ald. Christianson seconded, to approve authorization to apply for an Energy Innovation Grant.

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

24. Preliminary approval of a referendum to exceed levy limits for the purpose of hiring nine additional firefighter/paramedics.

Bob Larson, 3283 Lindbergh Avenue, presented concerns about the proposed referendum.

Mayor Wiza provided background information on the referendum and the State of Wisconsin levy restrictions. He provided information about standing state funding changes which has resulted in the need for the referendum.

Ald. Christianson moved, Ald. Keymer seconded, to approve the authorization for preliminary approval to referendum to exceed levy limits for the purpose of hiring nine additional firefighters/paramedics.

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

25. Weed harvesting agreement between the City of Stevens Point and the McDill Lake District.

This agenda item was postponed at the request of the Lake District.

26. Adjournment.

Adjourned at 8:44 p.m.

City Plan Commission Minutes

March 4, 2024, 6PM

Community Room, 933 Michigan Avenue, Stevens Point WI

1. Roll called at 6:00PM.
 - a. Members present: Mayor Wiza, Alderperson Kneebone, Commissioners Arnsten, Beacom, Cooper, Rice, Schuler
 - b. Members absent: None.
2. Report of the February 5, 2024 meeting of the City Plan Commission
 - a. Motion: Commissioner Cooper moves approval of the Report of the February 5, 2024 meeting of the City Plan Commission
 - b. Motion is seconded by Commissioner Schuler
 - c. Discussion: None
 - d. Vote: Unanimous approval.
3. Public Hearing and action on a request from Jim Lundberg, representing La Clinica De Los Campesinos Inc., to rezone the property located at 2501 Main Street (Parcel ID 281240833202516) from the "R-5" Multiple Family II Residence District to the "B-4" Commercial District.
 - a. Presentation: Zoning Administrator Kuhn presented background information about the Family Health La Clinica project at the subject parcel, the former Rice Clinic site. Since the property has been vacant for over 12 months, it has lost legal-nonconforming status and will need to be rezoned to allow the use for the clinic. Administrator Kuhn provided site plan for the project. Zoning request is consistent with existing comprehensive plan and staff recommends approval.
 - b. Public Hearing, comments from the public:
 - i. Trina Dorn, 2725 Main Street. Ms. Dorn shares gratitude that the parcel will be put back into use. Expressed concerns / frustration that communication of the project came through a social media group and wished to have received earlier notice or communication about the project. Furthermore, an additional concern about the commercial zoning of the property may lead to an alternative, less desirable project if the proposed project fails. Expressed a concern about the potential increase in traffic and accidents given the traffic speeds in the area.
 - ii. Josh Krezel, 2717 Main Street. Question why the zoning classification would change immediately to B4 rather than B2, which was submitted on the application. Reported concerns of traffic increases in response to the redevelopment of the clinic site. Resident is concerned about the impact on nearby property values if the zoning changes; questioned Administrator Kuhn about the sale value of the property; questioned the controls in place if the current owner sells the property. Objects to the request.

- iii. Public hearing closed.
 - c. Responses to public hearing: Mayor Wiza clarifies the notification system for zoning requests, not sale. B2 Central business transition district is the classification for business transition district surrounding Downtown Business District, and would not be appropriate for the subject parcel. Neighborhood Business District would not allow clinic use. A. Kuhn informs group of conditional use permit requirements in the area. A. Kuhn explains the internal traffic controls of the site. Traffic and accident data could be monitored following the construction of the clinic.
 - d. Questions and comments from the Commission:
 - i. Commissioner Beacom requests clarification on the prior B4 use; Mayor affirms that the use was B4 prior to losing non-conforming status. Beacom later states that if it's in line with prior use that it seems appropriate to allow B4 and is the proper zoning for this site.
 - ii. Commissioner Arnsten requests clarification about the process for conditional use approval, and if the project would not be a permitted use the commission would need to have a very compelling reason to deny the request.
 - iii. Commissioner Rice asks from A. Kuhn to clarify if the property owner was made aware of the expiration of the legal non-conforming status after the 12-month period. A. Kuhn clarifies that the prospective property owner is responsible for requesting information about the zoning restrictions of certain parcels. Rice asks another question about the validity of zoning the parcel as commercial given resident concerns about the intensity of use, lack of adjacent commercial use, and potential for existing commercial corridors to accommodate the facility. A. Kuhn answers questions from the commissioner; Mayor Wiza clarifies the presence of commercial parcels to the west.
 - iv. Commissioner Schuler points out the ongoing update of the city's comprehensive plan, and given that the update is still in progress there may have been a timing issue, but the request is in line with the existing comprehensive plan.
 - e. Motion: Commissioner Cooper moves approval of the request as presented.
 - f. Second: Commissioner Beacom seconds the motion.
 - g. No further discussion or comments from the public.
 - h. Vote: Unanimous approval
4. Public Hearing and action on a request from Taylor Placek, representing Russell Gymnastics LLC, to amend an adopted conceptual plan for the planned industrial development of the property located at 5717 E M Copps Drive (Parcel ID 281230801210007), consistent with Ch. 23.02(4)(h)(10).
- a. A. Kuhn presents background information regarding the Planned Industrial Development and the current request to construct the 2,400 sq ft addition. Because the addition exceeds limit, need a reapproval of conceptual review and site plan review. The addition meets minimum performance standards of industrial district and staff recommend approval.

- b. Public Hearing: Heidi Charlesworth from Lineage Logistics. Ms Charlesworth expresses Concern that the addition of the Russel Gymnastics building may worsen existing conflict of student drop-offs on the site, with no addition to the parking capacity or pedestrian safety for users of the facility and employees of Lineage Logistics.
 - i. Mayor Wiza responds to Ms. Charlesworth, concerns will be conveyed to City Streets Department regarding crosswalk and lighting. A. Kuhn reminds commissioners that it is within the purview of commission to recommend site conditions during the site plan review.
 - ii. Commissioner Schuler questions why users of the facility are crossing street; Mayor Wiza clarifies that users of the facility are parking on the street for gymnast drop-off.
 - c. Motion: Commissioner Rice moves approval of conceptual plan as presented.
 - d. Second: Commissioner Cooper seconds the motion
 - e. No further discussion.
 - f. Vote: Unanimous approval
- 5. A request from Taylor Placek, representing Russell Gymnastics LLC, for a site plan review to construct a building addition on the property located at 5717 E M Copps Drive (Parcel ID 281230801210007), consistent with Ch. 23.02(4)(h)(1).Site Plan Review of Russel Gymnastics
 - a. A. Kuhn presents that the parking requirement is met, but parking requirements within the zoning code may be out of date. M. Wiza acknowledges that space is available for additional parking and parking ordinances may need to be updated.
 - i. Commissioner Beacom requests information about whether the expansion means additional students or additional space for existing students.
 - 1. Cole Myhra, representative for Russel Gymnastics clarifies that there is conflict during peak use of the facility when there are also significant amount of semi-truck traffic parked along the road.
 - ii. Commissioner Schuler requests clarification if the issue is regarding actual parking or student drop-off. Cole Myhra explains the conflict is present largely because of the significant semi-truck parking on the road.
 - iii. Alder Keymer: Describes the heavy use of the facility and the need for student drop-off rather than long-term parking, and requests that additional communication be made with the Russell Gymnastics team regarding the drop-off scenario.
 - iv. A. Kuhn reminds commissioners that a condition to add parking stalls can be placed upon the approval of the site plan. Mayor Wiza recommends staff to work with Russel Gymnastics to address traffic circulation.
 - b. Motion: Schuler moves approval of site plan with the condition the applicant work with staff to remedy existing circulation of traffic that result in drop-off issues.
 - c. Second: Commissioner Beacom seconds the motion.
 - d. Discussion: no further discussion.
 - e. Vote: unanimous approval

6. A request from the City of Stevens Point to accept 0.113 acres of land located at 3300 Church Street (Parcel ID 281230804301201) from Portage County for right-of-way purposes.
 - a. A. Kuhn adds that .113 acres does include right of way infrastructure and staff recommend approval.
 - b. Motion: Commissioner Schuler moves approval as presented.
 - c. Second: Commissioner Beacom seconds motion.
 - d. Vote: Unanimous approval.

7. A request from the City of Stevens Point to sell the property located at 4213 Simonis Street (Parcel ID 281240834200101).
 - a. M. Wiza provides general background of the original parcel acquisition.
 - b. Comm. Beacom requests information about how a realtor is selected to list the property. M. Wiza informs that the service does not to be placed out for bid and realtors are contacted directly.
 - c. Motion: Commissioner Arnsten moves approval as presented.
 - d. Second: Alder Kneebone seconds motion.
 - e. Discussion: No further discussion.
 - f. Vote: Unanimous approval.

8. A request from the City of Stevens Point to enter into a Utility Easement Agreement for the property located at 4312 Arbutus Lane (Parcel ID 020240834-02.05).
 - a. A. Kuhn provides background information regarding the need to connect the new well house to the treatment facility. Staff have been in communication with property owner on Arbutus Lane and staff would recommend approval.
 - b. Motion: Commissioner Cooper moves approval as presented.
 - c. Second: Commissioner Rice seconds motion.
 - d. Discussion: No further discussion.
 - e. Vote: Unanimous approval.

9. November 2023 - January 2024 Monthly Reports.
 - a. M. Wiza and A. Kuhn present reports with no additional information.
 - b. Schuler requests additional information regarding the large commercial additions. A. Kuhn provides information regarding several major commercial additions.
 - c. Motion: Commissioner Rice moves filing of reports as presented.
 - d. Second: Commissioner Schuler seconds motion.
 - e. Discussion: No further discussion.
 - f. Vote: Unanimous approval.

10. Adjournment at 7:06PM.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF MARCH 5, 2024**

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

Also Present: Police Chief Kussow, Fire Chief Moody, Assistant Chief Rottier, Assistant Chief Gemza, Assistant Chief Zvara, Division Chief Ewing, Division Chief Sinner, Records Bureau Supervisor Tork, Alderperson Kneebone

- 2. President's Report**

- 3. Discuss the date for the next Police and Fire Commission meeting due to the election on Tuesday, April 2, 2024.**

The next meeting will be Thursday, April 4, 2024, at 2:00 p.m.

- 4. Approval of Minutes**

Commissioner Mrozek moved, seconded by Commissioner Zenner, to approve the minutes of the February 6, 2024, meeting as presented.

Ayes, all; nays, none. Motion carried.

- 5. Confirmation of Bills**

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

Ayes, all; nays, none. Motion carried.

- 6. Ratification of the 2024-2025 collective bargaining agreement between the city of Stevens Point and the Stevens Point Police Officers Organization.**

Commissioner Mrozek moved, seconded by Commissioner Ostrowski, to approve.

Ayes, all; nays, none. Motion carried.

7. Fire Chief's Report/EMS Report

Commissioner Kirschling moved, seconded by Commissioner Zenner, to approve the Fire Chief's report/EMS report and place it on file for February 2024.

Ayes, all; nays, none. Motion carried.

8. Police Chief's Report

Commissioner Moore moved, seconded by Commissioner Mrozek, to approve the Police Chief's report and place it on file for February 2024.

Ayes, all; nays, none. Motion carried.

9. Adjournment.

The meeting adjourned at 3:23 p.m.

**City of Stevens Point
Board of Water and Sewerage Commissioners
March 11, 2024 - 12:00 PM**

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

OR

Zoom Teleconferencing

Meeting ID: | 820 26885705

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

By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

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

ALSO PRESENT: Joel Lemke, Mary Klesmith, Jennifer Schmeiser, Eric Southworth, Shane Kohnen, Jason Draheim and Jaime Zdroik

2. Approval of Minutes

Motion made by Anna Haines, seconded by Carl Rasmussen to approve the February 12, 2024 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

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

Ayes all. Nays none. Motion carried.

4. Purchase of paving attachment and agreement with the Department of Public Works - Joel

Joel explained that several years ago, rather than putting out a concrete repair contract, we started working with the Streets Department to do some of the concrete repair. We pay them as if they were our contractor now. The alternative would be to hire a company to do this. The problem with this is getting those companies to do the concrete repairs in a timely manner. In the end, it saves us money having the Streets Department do the repairs because we can leave the holes down and ready for payment. If we are using an outside company, we'd have to fill them to the service, then come back and dig them back out once the contractor is done.

Joel is proposing that the Public Utilities purchase the new paving equipment in exchange for the Department of Public Works performing the patching work at a unit

cost of \$65 per square yard until the purchase price of the equipment has been reached. Essentially, starting with an initial credit of the purchase price, \$74,150.

This would benefit the utilities because we'd have better coordination with the Streets Department than a private contractor, and it would result in a quicker resolution to street patches.

Motion made by Carl Rasmussen, seconded by Anna Haines to approve the purchase of a paving attachment in the amount of \$74,150 and the agreement with the Department of Public Works that the equipment be transferred to the Department of Public Works once \$74,150 worth of patching has been performed.

Ayes all. Nays none. Motion carried.

5. Contracted services for GIS - Joel

Joel explained that the GIS Technician recently gave notice of their resignation. We are requesting permission, on a temporary basis, to contract GIS functions until we hire or find another way to fill the roles and responsibilities of this position.

Motion made by Mae Nachman, seconded by Ray Schmidt to approve using contracted services for GIS in an amount not to exceed the wages and benefits of the approved GIS Tech salary and benefits.

Ayes all. Nays none. Motion carried.

6. Water Supply and Distribution Reports - Eric Southworth

Eric stated that we hired a new inspector. She started in mid-February. She is currently being trained because we do have four construction projects this year. One of our inspectors is retiring in June, so we are in the process of hiring his replacement. We are working on year-end reporting for the audit and our regulatory requirements. The Commission questioned why the pumpage was up in February and Eric stated the mill used more water this year than last.

7. Sewage Treatment Operations Report - Chris Lefebvre

Joel stated we are working on a scope of services that we will bring back for some of the larger maintenance work that should probably have a component of it bid out. So we are looking to get back the scope of engineering bidding services from Donohue & Associates.

All permits levels were met for the month of February.

8. Construction and Maintenance Report - Shane Kohnen

Shane stated February has been a quiet month. There are a couple of contracted jobs out for bid on Forest Creek and Badger Ave. Joel explained those would be City projects.

9. Directors Report - Joel Lemke

Joel stated years ago, we had a three-flight contract with the company that did the original pictometry. It has been awhile since that has been done. They are currently looking at two different options to do the pictometry. This will be added to capital and brought back to the Commission next month.

Joel stated this is Mary Klesmith's last Commission meeting with us after 25 years. We will be having an employee luncheon for Mary in the weeks to come. Joel wanted to acknowledge her formally before the Commission. She has been a department MVP. She has been a critical part in the development of the department throughout the years and he wanted to thank her for that. The Commission thanked Mary as well and congratulated her on her upcoming retirement.

A. Update on land purchase/sale and easement rights for Well 12

Joel explained the Slomann Property was purchased for the Well 4 to Well 12 Project. It is the property acquisition we needed to actually place Well 12. The Slomann property consisted of two lots one with a home and the other a vacant lot. After April 1st, the home will be listed for sale. If it sells, there will be written documentation to the future owner about an active municipal well construction site on the lot adjacent to theirs. They are also working on two easements, one for the pipe between the water treatment facility at Well 4 and the new Well 12. The other easement will be documenting that we have been using their driveway for years.

10. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:30 P.M.

REPORT TO THE MARCH 11, 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of February 1, 2023
 Bank deposits recorded in February 2024

\$	7,556,636.54
\$	330,297.36
\$	7,886,933.90

CHECKS ISSUED FEBRUARY 2024:

58653	Mae Nachman	Salary	60.96
58656	Community Foundation of Central WI	Employee Contribution	10.00
58657	United Way Of Portage County	United Way	51.00
58676	Teamsters Union Local 662	Union dues	1,627.00
58677	Werner Electric Supply	Test port maintenance	0.62
58678	American Asphalt Of WI	Asphalt Patches	70,997.75
58679	Aramark	Rug service	46.82
58680	Aspirus Medical Group, Inc.	Wellness Program	124.00
58681	Baker Tilly Virchow Krause LLP	2023 Audit	398.84
58682	Batteries Plus LLC	Batteries for garage safety lights	160.55
58684	Complete Control Inc.	HVAC Maintenance	981.50
58685	Cummins Sales & Service	Oil Change - Well 9 Back up generator	1,281.42
58686	Division of Unemployment Insurance	Unemployment claims	398.04
58687	Dolce Digital Imaging	Business Cards - Jen	47.00
58688	Employee Resource Center	Monthly EAP Fees	96.90
58690	Ferguson Waterworks #1476	Inventory, delivery charge	1,922.00
58691	H&S Protection Systems Inc	Annual Security System Monitoring	754.68
58692	Kramar	Annual back flow preventor inspections	1,190.00
58693	Lube Green LLC	Lubricant	433.42
58695	Martelle Water Treatment	Chemicals	8,100.05
58696	Mid America Meter Inc	Large Meter Testing	5,789.89
58697	Municipal Environmental Group-Water Division	Annual Membership	2,000.00
58700	Springbrook Holding Company LLC	Civic Pays CC Fees	1,391.00
58701	USA Blue Book	Lab supplies	554.72
58702	Waste Mangrnt of WI-MN	Dumpster Service	360.06
58703	WI State Laboratory of Hygiene	Fluoride Testing	29.00
58704	Tom's Attachments LLC	Attachment for skidsteer	900.00
58705	Community Foundation of Central WI	Green Circle Joel Lemke	10.00
58706	United Way Of Portage County	United Way	51.00
58709	Badger Heating & Air Conditioning	Work on garage heaters	248.00
58710	Clark Dietz	Professional Services Jan 1-26, 2024 -2024 Street Improvements	3,269.84
58711	Dakota Electric Services Inc	Lights for Utility Garage	4,406.00
58713	Ferguson Waterworks #1476	Inventory	815.00
58717	INFOSEND INC	Statement & notice processing	2,290.49
58720	Metron-Farnier LLC	40 - 5/8" Meters	14,692.74
58721	Moraine Park Tech College	DNR Certification Training	487.05
58724	Mastercard	Maint garage test port, Amazon, Staples, Bar oil	532.55
58725	Rasmussen Plumbing & Heating	Clear plugged fixtures, fix toilet	599.02
58727	Strand Associates Inc	Professional Services 2024 Street Improvements, Professional Services Well #12	5,460.12
58728	USA Blue Book	Supplies	71.95
58729	Wood Street Rental LLC	Appliance dolly	15.75
58731	City Of Stevens Point	Workers Comp Insurance Premiums	1,603.73
58732	BRIAN HIGGINS	Refund Check 039710-002, 801-17 FRANCIS ST	19.68
58733	Metron-Farnier LLC	Meters	29,015.66
58737	Kristopher J Spindler	Boot allowance	125.00
58738	Registration Fee Trust	Registration of trailer	169.50
58739	McDonald Title Co Inc	Slomann Property Purchase	484,217.43
58741	Aramark	Rug Service	46.82
58742	Badger Heating & Air Conditioning	Refrigerant & labor	2,913.00
58745	Department of Natural Resources	DNR Certification Renewal - Tony & Lance	90.00
58747	Esch Construction Supply, Inc.	Safety Training	197.50
58749	Heartland Business Systems, LLC	Managed Services	223.26

58750	Idexx Laboratories Inc	Lab	1,790.69	
58755	Mastercard	PPE, Locate Flags, Well 11 & Wellfield Annual Inventory, Amazon Web Service, Office Equipment, Supplies, Boot Allowance, Flowers for Funeral, Conference Expenses	3,509.66	
58757	Community Foundation of Central WI	Employee Contribution	10.00	
58759	United Way Of Portage County	United Way	51.00	
58761	Registration Fee Trust	Registration of trailer-2016 RC	169.50	
58762	Dobberstein Law Firm	Garnishment	311.49	
	WPS	Utility Charges	23,036.99	
	Payroll	Payroll	47,554.75	
	IRS PR Tax	Payroll Taxes - Federal	37,071.20	
	DOR PR Tax	Payroll Taxes - State	7,689.00	
	Verizon Cell & iPad Charges	Phone & iPad Charges	622.58	
	DOR Garnishment	Garnishment	9.90	
	HRA Admin Fees	Renewal & Admin Fees	30.00	
	TOTAL EXPENSES LISTED		<u>\$ 773,135.07</u>	<u>\$ 773,135.07</u>
	BALANCE ON HAND FEBRUARY 29, 2024			
		Balance on Hand	\$ 7,113,798.83	
		Plus shared Operating costs	\$ 58,762.42	
		Plus uncleared checks	\$ 49,924.96	
		Less checks previously written clearing this month	<u>\$ (11,004.72)</u>	
		Ending Cash Balance matching Bank Statements	\$ 7,211,481.49	
		Less Restricted Funds	\$ (1,139,384.96)	
		Cash on Hand	\$ 6,072,096.53	

REPORT TO THE MARCH 11, 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of February 1, 2023

Bank Deposits recorded in February 2024

\$	8,597,609.37
\$	341,881.62
\$	8,939,490.99

CHECKS ISSUED IN FEBRUARY 2024:

58674	MacQueen Equipment	Misc. camera parts for truck	604.67		
58675	Stevens Point Public Utilities	Quarterly water charges	871.04		
58678	American Asphalt Of WI	Asphalt Patches	3,211.61		
58679	Aramark	Rug & laundry service	198.29		
58680	Aspirus Medical Group, Inc.	Wellness Program	62.00		
58681	Baker Tilly Virchow Krause LLP	2023 Audit	214.76		
58686	Division of Unemployment Insurance	Unemployment claims	398.04		
58688	Employee Resource Center	Monthly EAP Fees	45.60		
58689	Environmental Consulting and Testing,	WET Testing	1,000.00		
58692	Kramar	Annual back flow preventor inspections	540.00		
58694	Marathon County Treasurer/Solid Waste	Sludge hauling	1,019.27		
58703	WI State Laboratory of Hygiene	Sample	186.00		
58704	Tom's Attachments LLC	Attachment for skidsteer	900.00		
58707	Aquachem of America Inc.	Chemical-Aquachem	17,388.00		
58708	AT&T	Phone charges	44.98		
58710	Clark Dietz	Professional Services Jan 1-26, 2024 -2024 Street Improvements	3,269.83		
58712	Department of Natural Resources	DNR Cert Exam Fee- Ryan	50.00		
58714	Grainger	Toilet parts, repair kit	29.08		
58715	Harter's Fox Valley Disposal	Dumpster Service	675.44		
58716	Hawkins Inc	Chemicals	654.15		
58718	Ingersoll Rand Co	Filters & hose	4,898.11		
58719	L&S Electric Inc.	Replacement motor	1,781.00		
58721	Moraine Park Tech College	DNR Certification Training	487.05		
58723	NCL of Wisconsin Inc	Lab supplies	799.80		
58724	Mastercard	Collection TV, parts Truck #30, cable for televising	98.21		
58726	Schenck Process LLC	Gear drive for bag house	829.13		
58727	Strand Associates Inc	Professional Services 2024 Street Improvements	4,780.83		
58731	City Of Stevens Point	Workers Comp Insurance Premiums	973.67		
58732	Brian Higgins	Refund Check 039710-002, 801-17 Francis St.	21.03		
58735	NCL of Wisconsin Inc	Chemicals	428.03		
58736	Pace Analytical Services Inc	4th Qtr Mercury Samples	497.00		
58740	Stevens Point Airport	Credit Card Rebate	31.43		
58741	Aramark	Rug Service	207.19		
58743	BDP Industries	Belt press plows	4,926.24		
58744	Central States H & W Fund	Health Insurance Premiums	4,516.60		
58746	Duet Resource Group	File Cabinets - Dan E.	422.40		
58747	Esch Construction Supply, Inc.	Safety Training	98.75		
58748	H&S Protection Systems Inc	Update alarm panels	25.00		
58749	Heartland Business Systems, LLC	Managed Services	223.26		
58751	Mulcahy Shaw Water Inc	Grinder Mechanical Seal	636.58		
58752	Municipal Environmental Group- Wastewater Div	Annual Membership Renewal	2,250.00		
58754	Transit Department	Credit Card Rebate	141.54		
58755	Mastercard	Conference Expenses, Amazon Web Service, Sampler part, Supplies, Camera Equipment, PPE, Flags, IT Pipes	2,843.11		
58760	Menke Motor Co Inc	2024 GMC Truck	40,836.50		
58761	Registration Fee Trust	Registration of trailer-2013 RC	169.50		
	UPS	Shipping	31.02		
	Shared Operating Costs	Sewer Portion	38,212.97		
	HRA	HRA Admin Fee	30.00		
	Verizon Charges	Verizon Charges	428.50		
	WPS Utility Charges	Gas & Electric	22,088.47		
	Sewer Payroll	Payroll	55,844.61		
	Payroll Taxes	Payroll Taxes	3,877.44		
	TOTAL OF EXPENSES LISTED		\$ 224,797.73	\$	224,797.73
	BALANCE ON HAND FEBRUARY 29, 2024			\$	8,714,693.26
		Balance on Hand		\$	8,714,693.26
		Plus uncleared checks		\$	56,593.33

Less checks previously written clearing this month	\$ (5,320.33)
Ending Cash Balance matching Bank Statements	\$ 8,765,966.26

<u>Less Restricted Balance</u>	\$ (5,594,189.61)
TOTAL	\$ 3,171,776.65

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

**REPORT TO THE MARCH 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS**

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of February 1, 2023

Bank deposits recorded in February 2024

\$	3,620,650.65
\$	122,913.55
\$	3,743,564.20

CHECKS ISSUED FEBRUARY 2024:

58678	American Asphalt Of WI	Asphalt Patches	5,173.90	
58680	Aspirus Medical Group, Inc.	Wellness Program	62.00	
58681	Baker Tilly Virchow Krause LLP	2023 Audit	92.04	
58683	Beaver Of WI Inc	Supplies	57.00	
58686	Division of Unemployment Insurance	Unemployment claims	398.04	
58688	Employee Resource Center	Monthly EAP Fees	22.80	
58698	NC WI Stormwater Coalition	Annual Educational Contribution	1,500.00	
58699	Jason Pliska	Uniform Reimbursement	152.17	
58704	Tom's Attachments LLC	Attachment for skidsteer	900.00	
58710	Clark Dietz	Professional Services Jan 1-26, 2024 -2024 Street Improvements	3,269.83	
58721	Moraine Park Tech College	DNR Certification Training	487.05	
58722	NAPA	Parts	223.10	
58724	Mastercard	Tractor #51 parts, parts for new backhoe	230.70	
58727	Strand Associates Inc	Professional Services 2024 Street Improvements, Professional Services - FEMA Grant	6,115.83	
58730	Advance Auto Parts	Supplies	7.59	
58731	City Of Stevens Point	Workers Comp Insurance Premiums	623.00	
58732	Brian Higgins	Refund Check 039710-002, 801-17 Francis St.	205.50	
58734	NAPA	Tools	50.48	
58745	Department of Natural Resources	DNR Certification Renewal - Shane	45.00	
58747	Esch Construction Supply, Inc.	Safety Training	98.75	
58749	Heartland Business Systems, LLC	Managed Services	223.26	
58753	Recycling Connections	School Garden Program 2024	7,800.00	
58755	Mastercard	Class expenses, tools, Amazon Web Service, flags	659.64	
	Shared Operating Costs	Stormwater portion	20,549.45	
	Verizon	iPad & cell phone charges	414.75	
	Payroll	Payroll	20,527.84	
	IRS	Payroll Taxes	2,158.75	
	WPS	Monthly Utility Charges	779.35	
TOTAL OF EXPENSES LISTED			\$ 72,827.82	\$ 72,827.82
BALANCE ON HAND FEBRUARY 29, 2024				\$ 3,670,736.38
				Balance on Hand
				Plus checks written after the end of this month
				Plus uncleared checks
				Less checks previously written clearing this month
Ending Cash Balance matching Bank Statements				\$ 3,678,824.50

FIBER (COMMUNITY AREA NETWORK)

\$ 472,239.05

\$ 4,703.75

\$ 476,942.80

58755	Mastercard	Flags
	Fiber Payroll	Payroll

119.06

265.64

TOTAL OF EXPENSES LISTED

\$	384.70	\$	384.70
----	--------	----	--------

BALANCE ON HAND FEBRUARY 29, 2024

\$ 476,558.10

Balance on Hand

\$ 476,558.10

Plus checks written after the end of this month

Plus uncleared checks

\$ 119.06

Less checks previously written clearing this month

Ending Cash Balance matching Bank Statements

\$ 476,677.16

**City of Stevens Point
Airport Commission
March 11, 2024 - 12:30 PM
Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

Meeting ID: | 820 2665705

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

By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

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

ALSO PRESENT: Joel Lemke, Mary Klesmith, Jennifer Schmeiser, Eric Southworth, Shane Kohnen, Jason Draheim and Jaime Zdroik

2. Approval of Minutes

Motion made by Anna Haines, seconded by Carl Rasmussen to approve the February 12, 2024 meeting minutes of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Mae Nachman, seconded by Anna Haines to approve the claims for the month of February as audited and read.

Ayes all. Nays none. Motion carried.

4. Written/Verbal Report - Jason Draheim

Nothing discussed.

5. Adjournment.

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:32 P.M.

REPORT TO THE MARCH 11, 2024
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of February 1, 2024
Bank deposits recorded in February 2024

\$	167,418.72
\$	35,520.60
\$	202,939.32

CHECKS ISSUED IN FEBRUARY 2024

2813	Abel Ruga	January Cleaning Services	175.00		
2814	Baker Tilly Virchow Krause LLP	2023 Audit	61.36		
2815	Employee Resource Center	Monthly EAP Fees	11.40		
2816	Stevens Point Public Utilities	Work completed for the Airport, Verizon Ipad charges	3,726.03		
2817	City of Stevens Point	Workers Comp Insurance Premiums	333.10		
2818	Stevens Point Public Utilities	Work done for Airport - mowing	735.91		
2819	Heartland Business Systems, LLC	Managed Services	77.28		
2820	Mastercard	Cable, rug service and supplies	842.00		
EFT	Payroll	2/1/2024	4,450.79		
EFT	Payroll	2/15/2024	4,435.05		
EFT	Payroll	2/29/2024	4,450.79		
	Delta Dental	Dental Insurance Premiums	71.38		
	Wisconsin Public Service	Utility Charges	3,922.68		
	IRS	Payroll Taxes	2,887.92		
	WI Dept of Revenue	Payroll Taxes	499.27		
TOTAL EXPENSES LISTED			\$ 26,679.96	\$	26,679.96
BALANCE ON HAND FEBRUARY 29, 2024				\$	176,259.36
			Balance on Hand	\$	176,259.36
			Plus checks written after end of month		
			Plus uncleared checks	\$	919.28
			Less checks previously written clearing this month		
Ending Cash Balance matching Bank Statements				\$	177,178.64

**City of Stevens Point
Transportation Commission Meeting
March 12, 2024 - 4:45 PM**

2700 Week Street, Stevens Point, Wisconsin

Or

Zoom Teleconferencing

Minutes

1. Roll Call

Present: Karalyn Peterson, Heidi Oberstadt, Tom Bertram, Ald. Allison Birr

Present via Zoom: Neil Prendergast, Ald. Mary Kneebone

Not Present: Nichole Lysne

Other Present: Ald. Dean Shuda (Zoom), Kaitlyn Wall, Tom Carroll, Talin Scheuermann

2. Approval of the December 11, 2023 minutes.

Tom Bertram made a motion to approve the December 11, 2023 minutes. Heidi Oberstadt seconded. All in favor; none opposed; Motion carried.

3. Approval of the December 2023, January 2024 and February 2024 Financial/Claims Reports.

Heidi Oberstadt made a motion to approve the December 2023, January 2024 and February 2024 Financial / Claims Reports. Ald. Mary Kneebone seconded. All in favor; none opposed; Motion carried.

4. Approval to spend up to \$20,000 from the dedicated transit fund for the local share (20%) of the 5304 Planning Grant Program in order to fund the planning and design of a downtown transfer center.

Heidi Oberstadt moved to approve spending up to \$20,000 from the dedicated transit fund for the local share of the 5304 Planning Grant Program in order to fund the planning and design of a downtown transfer center. Ald. Allison Birr seconded. All in favor; none opposed; Motion carried.

5. Next meeting date April 8, 2024 - 4:45pm.

6. Adjournment. 4:59 pm

PERSONNEL COMMITTEE

March 11, 2024 - 6:00 PM

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

OR

Zoom Teleconferencing

Meeting ID: 867 7307 0035 | Passcode: 924077

By

Computer: <https://us02web.zoom.us/j/86773070035?pwd=S09oczRUUFRKSVdzSHZjRVY5VHBDQT09>

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

MINUTES

Discussion and Possible Action on:

- 1. Roll Call.**
- 2. Amendment to Administrative Policy 3.03 Travel Reimbursements - Section 2A - Meals**

Ald. Birr **moved**, Ald. Broderick seconded, to Amend Administrative Policy 3.03 Travel Reimbursements - Section 2A - Meals.

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

- 3. Adjournment.**

Adjourned at 6:03pm.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
March 11, 2024 - 6:03 PM**

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

OR

Zoom Teleconferencing

Discussion and Possible Action on:

1. Roll Call.

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

Others Present: Mayor Wiza, Clerk Yenter, Chief Kussow, C/T Ladick,
Director Kremer, Attorney Beveridge, Deputy C/T Freeberg,
Administration Assistant Church, Director Beduhn,
Director Lemke, Ald. Christianson, Ald. Shorr,
Ald. Broderick, Ald. Birr, Ald. Shuda

2. License List:

- A. "Class A" Beer & Liquor License: Ingram Enterprise Inc. at 5370 US Hwy 10, Stevens Point for license period beginning April 1, 2024.**
- B. Change of licensed premise for SPB LLC, 2617 Water St, Stevens Point request for extension of premise to include Stevens Point Brewery/Ciderboys Cider Co, 2617 Water Street, Stevens Point, WI 54481, adjacent taproom, gift shop, and seasonal fenced in Biergarten space on same side of road.**
- C. Temporary Class "B" Beer/"Class B" Wine License: Boys and Girls Club of Portage County, 941 Michigan Ave, Stevens Point for Portage County Taste of Wine and Cheese on April 19, 2024 at 4501 Hwy 66, Stevens Point, WI 54482.**

Ald. Keymer moved, Ald. Plaisance seconded, to approve the license list as presented.

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

3. Request to Hold Event/Street Closing:

- A. Easter Egg Hunt on March 30, 2024.**
- B. Trivia Parade on April 12, 2024.**
- C. Stevens Point Auxillary Police Department Brat Fry and Car Show on May 5, 2024.**
- D. Summer CWSOlstice on June 20, 2024.**
- E. Walk for Hope 2024 on September 14, 2024.**

Ald. Kneebone moved, Ald. Keymer seconded, to approve the Special Event Permits.

No concerns from the Stevens Point Police Department.

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

4. Ordinance Amendment – Section 12.05: Cigarette, Electronic Vaping Devices and Tobacco Product Sales.

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

Attorney Beveridge gave an overview of the ordinance amendment, and clarification on the statue sections.

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

5. Adjournment.

Adjourned at 6:13 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

March 11, 2024 - 6:37 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT	Chairperson Mayor Wiza, Ald. Ginger Keymer District 3, Ald. Mary Kneebone District 7, Ald. Dean Shuda District 8, and Ald. Keely Fishler District 10.
EXCUSED	Ald. Shaun Morrow District 11.
ABSENT	Chris Tiffany
OTHERS PRESENT	Directors: Public Works Scott Beduhn. Alderpersons: Marc Christianson District 1, David Shorr District 2, Lara Broderick District 4, David Plaisance District 6, and Sam Lang District 9. City Staff: Kari Yenter City Clerk, C/T Corey Ladick, Police Chief Robert Kussow, Carrie Freeberg Deputy C/T and Finance Office Manager, and Susan Pagel Tax Specialist.

Informational

1. **Director's Report**
 - a. **Division and Church Streets Reconstruction Project.**
 - b. **East Park Commerce Center Badger Avenue Extension.**
 - c. **Forest Creek Subdivision.**
 - d. **Purchasing a mini-paver.**

Director Beduhn gave a brief update on the highlighted items in his Director's Report.

Most Prominently, Director Beduhn wanted to mention that AECOM is completing the 30 percent design of the Business 51 corridor. He stated that there will be an open-house type meeting on Wednesday, April 3, 2024 from 6:00 to 8:00 p.m. in the FACC at Pacelli High School located at 3501 Maria Drive and added that residents, business owners and any interested parties are welcome to stop in during these times to view the maps and get questions answered.

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

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

Discussion and Possible Action

- 2. To award the 2024 Curb, Gutter and Sidewalk Repair Program #24-05 to Wroblewski Concrete Construction, LLC out of Stevens Point for an amount not to exceed \$98,838.59.**

Ald. Keymer **moved**, Ald. Kneebone **seconded**, to award the 2024 Curb, Gutter and Sidewalk Repair Program #24-05 to Wroblewski Concrete Construction, LLC out of Stevens Point for an amount not to exceed 98,838.59.

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

- 3. To award the EPCC Badger Road Extention (EM Copps to CTH HH) Project #24-10 to Haas Sons, Inc. out of Thorp for an amount not to exceed \$5,041,736.42.**

Ald. Fishler **moved**, Ald. Kneebone **seconded**, to award the EPCC Badger Road Extension (EM Copps to CTH HH) Project #24-10 to Haas Sons, Inc. out of Thorp for an amount not to exceed \$5,041,736.42.

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

Adjourn

Adjourned at 6:45 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

March 11, 2024 - 6:15 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 867 7307 0035 | Passcode: 924077

By

Computer: <https://us02web.zoom.us/j/86773070035?pwd=S09oczRUUFRKSVDzSHZjRVY5VHBDQT09>

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

MINUTES

Non-Action Items:

1. Roll Call.

PRESENT Ald. Christianson, Shorr, Shuda, and Broderick

EXCUSED Ald. Morrow

OTHERS PRESENT Mayor Wiza; C/T Ladick; Attorney Beveridge; Clerk Yenter; Alderpersons Kneebone, Keymer, Fishler, Plaisance, Birr, Lang; Directors Lemke, Beduhn, Kremer; Fire Chief Moody; Police Chief Kussow; Deputy C/T Freeberg; Donald Cisewski

Discussion and Possible Action on:

2. Approval of amendment to WEDC Community Development Investment (CDI) Grant.

Ald. Broderick **moved**, Ald. Shorr seconded, to approve the amendment to WEDC Community Development Investment (CDI) Grant.

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

3. Approval of a request to accept 0.113 acres of land located at 3300 Church Street

Ald. Shorr **moved**, Ald. Broderick seconded, to approve the request to accept .0113 acres of land located at 3300 Church Street.

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

4. Approval to sell the property at 4213 Simonis Street.

Ald. Shuda **moved**, Ald. Broderick seconded, to approve selling the property at 4213 Simonis Street.

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

5. Consideration of Claim-Sharon Inman-Sewage Backup

Ald. Shorr **moved**, Ald. Broderick seconded, to deny the consideration of claim for sewage backup from Sharon Inman.

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

6. Consideration of Claim-Donald Cisewski-Tire and rim damage due to missing manhole cover.

Donald Cisewski, 514 Chestnut Street, stated that he hit the open manhole doing damage to the back right tire. He stated he disagrees with the denial because there was a man there to replace the manhole cover before he could get back there to take a picture, so they were aware there was a problem before he hit it. He needed his vehicle fixed, so he went to Badger Motors to get it fixed for \$131.88 so would like that cost reimbursed to him.

Ald. Shuda **moved**, Ald. Broderick, to accept the consideration of claim in the revised amount of \$131.88 for Donald Cisewski.

Call for the vote: ayes, Ald. Shuda; nays, Ald. Christianson, Shorr, and Broderick; motion failed.

7. Approval of Claims Paid.

Ald. Shorr **moved**, Ald. Shuda seconded, to approve the claims paid in the amount of \$13,068,764.59.

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

Closing Section:

8. Adjournment

Adjournment at 6:36 p.m.

COMPTROLLER-TREASURER REPORT
for the period ending January 31, 2024

	Bal January 1, 2024	Receipts	Disbursements	Bal January 31, 2024
GENERAL OPERATING CASH	\$10,446,059.02	\$17,953,248.87	\$24,205,434.32	\$4,193,873.57
UTILITIES & TRANSPORTATION (Cash and Investments)	\$21,149,559.66	\$2,298,932.62	\$999,967.60	\$22,448,524.68
INVESTMENTS	Bal January 1, 2024	TRANSFER IN	TRANSFER OUT	Bal January 31, 2024
GENERAL	\$39,336,655.39	\$5,000,000.00	\$0.00	\$44,336,655.39
SPECIAL REVENUE	\$796,240.20	\$0.00	\$0.00	\$796,240.20
DEBT SERVICE	\$384,024.19	\$0.00	\$0.00	\$384,024.19
CAPITAL PROJECTS	\$5,616,492.21	\$0.00	\$0.00	\$5,616,492.21
INTERNAL SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
TRUST	\$3,974,575.43	<u>\$0.00</u>	<u>\$0.00</u>	\$3,974,575.43
TOTALS	<u>\$50,107,987.42</u>	<u>\$5,000,000.00</u>	<u>\$0.00</u>	<u>\$55,107,987.42</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,445,947	\$289,341	6.51%
POLICE	\$6,624,425	\$528,193	7.97%
FIRE	\$6,021,115	\$492,480	8.18%
PUBLIC WORKS	\$6,680,064	\$343,197	5.14%
PARK & REC	\$2,371,388	\$101,251	4.27%
CAPITAL PROJECTS	\$10,060,400	\$110,009	1.09%
DEBT SERVICE	\$8,832,068	\$7,302,055	82.68%
YTD TARGET	8.33%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$28,438,303	\$12,991,635	45.68%

RESOLUTION

[REZONE 2501 MAIN STREET FROM THE "R-5" MULTIPLE FAMILY II RESIDENCE DISTRICT TO THE "B-4" COMMERCIAL DISTRICT]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 2501 Main Street **(Parcel ID 281240833202516)** and described as LOT 1 CSM#011796 DOC 899688 BNG PRT BLK 5 FAY & SPAULDING ADD & BLK 5 COLLINS & OTH ADD SENW & NENW S33 T24 R8 3.166A 89522, City of Stevens Point, Portage County, Wisconsin, is hereby rezoned from the "R-5" Multiple Family II Residence District to the "B-4" Commercial District.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: March 4, 2024
Adopted: March 18, 2024

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[AMEND CONCEPTUAL PLAN – 5717 E M COPPS DRIVE – PLANNED INDUSTRIAL DEVELOPMENT]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 5717 E M Copps Drive **(Parcel ID 281230801210007)** and described as L1 CSM#11102-51-82 BNG PRT FRAC NENW S1 T23 R8 2.00A 777336ANNX;778831AOC 790298CSM;839742CSM;841020, City of Stevens Point, Portage County, Wisconsin, is hereby granted an amended conceptual plan as part of the planned industrial development of the subject property.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: March 4, 2024
Adopted: March 18, 2024

Drafted by: Adam Kuhn
Return to: City Clerk



MEMORANDUM

To: Plan Commission

From: Adam Kuhn, AICP
Associate Planner / Zoning Administrator

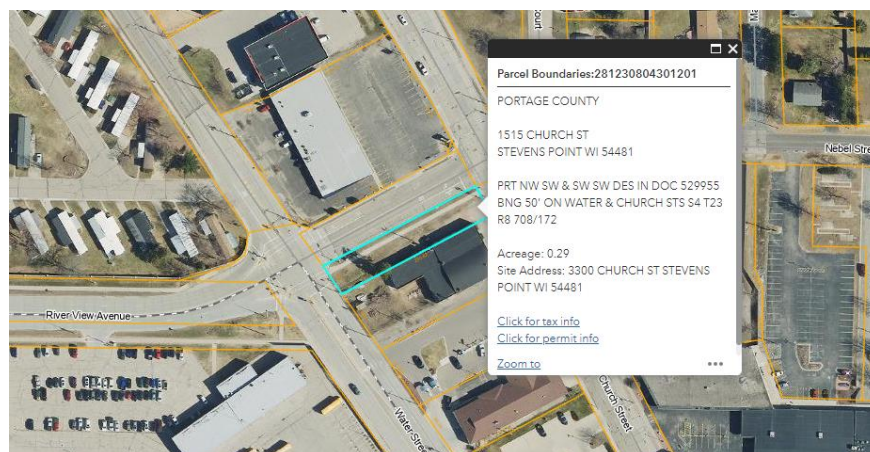
Date: March 4, 2024

RE: **A request to accept 0.113 acres of land located at 3300 Church Street**

Background: City Public Works staff have been working with the Portage County Highway Department regarding the possible acceptance of a portion of 3300 Church Street. As shown within the attached, the Portage County Board of Supervisors approved selling 7,774 square feet of the subject property to the adjacent lot to the south (i.e., 3308 Church Street) and 4,920 square feet of the subject property to the City. The 4,920 square feet of land under consideration contains road infrastructure and already is described for right-of-way purposes per previously recorded road plats.

Pursuant to §66.23(5), the Plan Commission needs to provide a recommendation to the Common Council on the possible acceptance of this land.

Staff Recommendation: Public Works staff recommends approval.



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.

RESOLUTION NO. 212-2022-2024

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS:

RE: APPROVING AND AUTHORIZING THE SALE OF COUNTY OWNED PROPERTY AND DEDICATING ROAD RIGHT OF WAY IN THE CITY OF STEVENS POINT

WHEREAS, Portage County obtained ownership of approximately 0.291 acres of real property in the City of Stevens Point in 1997 as part of the CTH HH roadway expansion project; and

WHEREAS, the parcel includes 0.113 acres of land held for highway purposes along the City of Stevens Point's Nebel Street and 0.178 acres of land not necessary for highway purposes; and

WHEREAS, the Portage County Highway Committee received a Vacant Land Offer to Purchase approximately 0.178 acres of this property from the adjacent landowner, Robert and Sharon LaBlanc, as set forth in the attached contract summary form; and

WHEREAS, Wis. Stats. § 83.08(4) authorizes the County Board to sell county property when such property is no longer necessary for the county's use for highway purposes; and

WHEREAS, the sale of this property is in the public interest for economic development and increased property tax base purposes; and

WHEREAS, the dedication of the road right-of-way to the City of Stevens Point is necessary as the land abuts the City's Nebel Street and clarifies future right-of-way maintenance responsibilities.

FISCAL NOTE: No appropriations or funds are necessary for this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Portage County Board of Supervisors hereby approves and authorizes the sale of property to Robert and Sharon LaBlanc, as set forth herein and in the attached contract summary form.

BE IT FURTHER RESOLVED that the Portage County Board of Supervisors hereby authorizes the road right-of-way dedication for the parcel abutting Nebel Street as described in the attachment.

BE IT FURTHER RESOLVED that the Portage County Board of Supervisors hereby authorizes the County Executive, Officials, and Staff to execute all necessary documents to sell this property and dedicate the road right-of-way to the City of Stevens Point.

SUBMITTED THIS 20th DAY OF FEBRUARY 2024

RESPECTFULLY SUBMITTED
PORTAGE COUNTY HIGHWAY COMMITTEE

Date: February 12, 2024

AYE
Matt Jacowski (Chair)

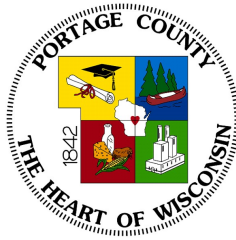
AYE
Dave Ladick (Vice Chair)

EXCUSED
Stan Potocki

AYE
Steve Cieslewicz

AYE
Scott Soik

Portage County
Highway Department



800 Plover Road
Plover, WI 54467

Nathan Check, PE
Commissioner

Phone: 715-345-5355
Fax: 715-345-5356

Date: February 7, 2024

To: Highway Committee

From: Nathan Check, P.E.

Subject: Discussion and Possible Action on Resolution Approving and Authorizing the Sale of County Owned Property and Dedicating Road Right-of-Way in the City of Stevens Point, Nebel Street

Background:

The excess property along Nebel Street has been discussed at the November and December 2023 Highway Committee meetings. At the December meeting, the Committee approved the sale of the property to the Robert and Sharon LaBlanc at a purchase price of \$5,000.

Analysis:

The LaBlanc's did not wish to purchase any portion of the area held for highway purposes so staff worked with the City of Stevens Point to draft legal descriptions for the land to be purchased as well as the portion that is used for highway purposes which will be dedicated to the City of Stevens Point. Additional survey is not needed as the original road plat provided for a separate description of the land used for highway purposes.

This approach would put a majority of the parcel back on the tax roll while also divesting of the County's maintenance responsibility in the roadway portion.

Fiscal Impact:

If the parcel was to be retained by the County, the ongoing mowing and winter sidewalk maintenance will vary year-to-year dependent on weather. While it may not be a significant cost, it is a cost to the County Highway budget for maintenance along a City street. Every mobilization and mowing/plowing would be in the \$200 to \$400 range.

Conversely, the sale of the property will result in \$5,000 of revenue which is to be deposited in the county highway fund per statute. The dedication of the road right-of-way to the City will also clarify and future maintenance responsibilities and remove the County from those responsibilities.

Recommendation:

Staff recommends that the Committee approve the attached resolution which approves the land sale to the LaBlanc's and dedicates the road right-of-way to the City of Stevens Point.

Attachments: Resolution
Contract Summary Form

County Engineer – Lucas Meddaugh
County Patrol Manager – Kory Kukuczka State Patrol Manager – David Johnson
Parts Room / Shop Manager – Corey Giese Assistant Patrol Manager – Bob Lang
Finance Office Supervisor – Stacy Zerby Financial Associate III – Kristen Hancock

NEBEL STREET RIGHT OF WAY
LEGAL DESCRIPTION
PIN. 281-2308-04-3012-01

That part of the Northwest Quarter of the Southwest Quarter of Section 4, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the southwest corner of Section 4; thence South 88 degrees 36 minutes 45 seconds East along the south line of said Section 4 a distance of 986.72 feet; thence North 01 degree 23 minutes 15 seconds East 1,302.95 feet to the northwest corner of Lot 1 of Portage County Certified Survey Map Number 1-101 and the northeasterly right of way line of Water Street and County Road HH; thence North 34 degrees 57 minutes 55 seconds West along said northeasterly right of way line 31.07 feet to the southeasterly right of way line of Nebel Street and the **point of beginning**; thence continuing North 34 degrees 57 minutes 55 seconds West along the northwesterly extension of said northeasterly right of way line of Water Street and County Road HH 19.33 feet; thence North 62 degrees 14 minutes 48 seconds East 257.10 feet to the northwesterly extension of the southwesterly right of way line of Church Street; thence South 27 degrees 39 minutes 01 second East along said northwesterly extension 32.55 feet to said southeasterly right of way line of Nebel Street; thence North 71 degrees 02 minutes 45 seconds West along said southeasterly right of way line 19.17 feet; thence continuing South 62 degrees 06 minutes 35 seconds West along said southeasterly right of way line 241.47 feet to the **point of beginning** and there terminating.

Said parcel contains 4,920 square feet (0.113 acres).



TO: City Plan Commission

FROM: Ryan Kernosky, Director of Community Development

DATE: March 4, 2024

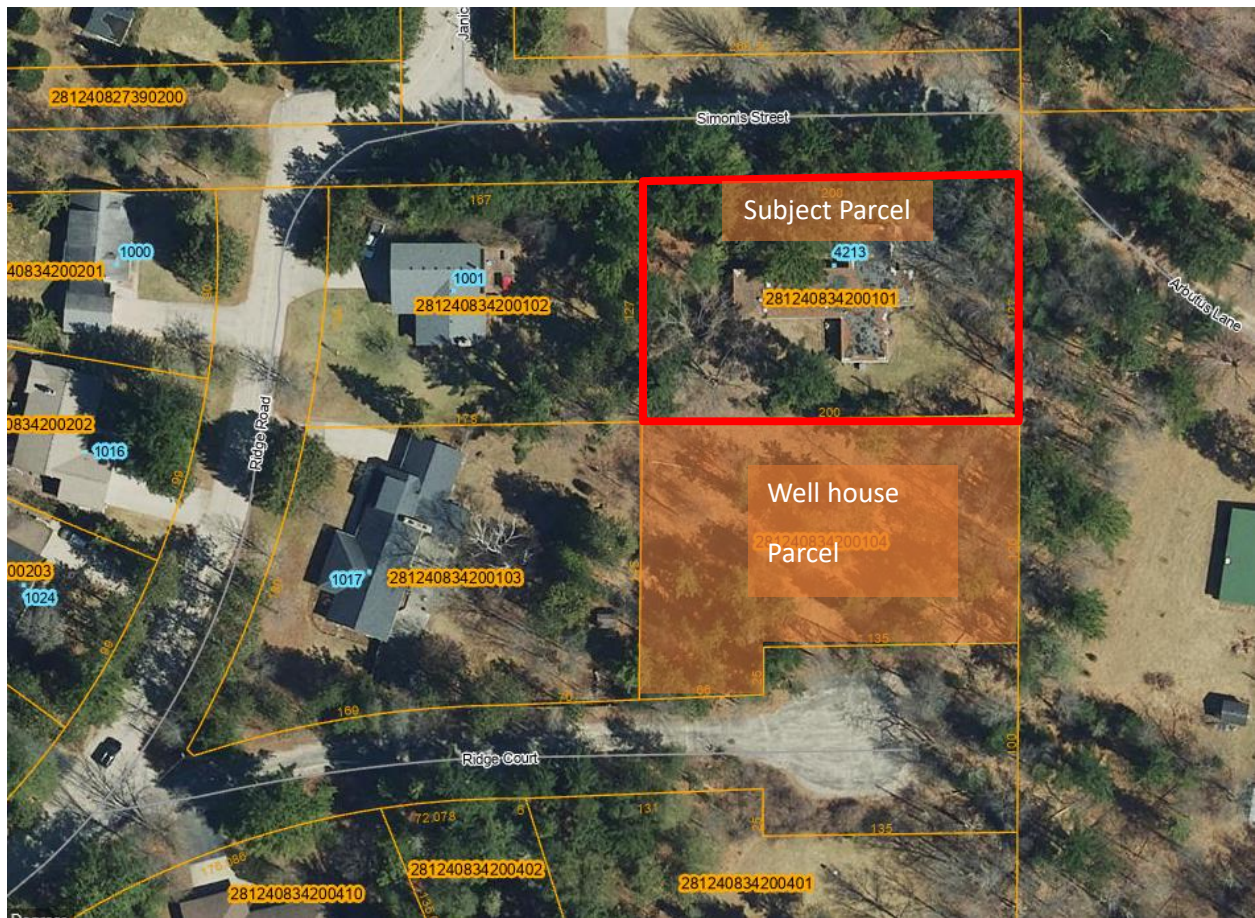
RE: **Request from the City of Stevens Point to sell 4213 Simonis Street (PID 281240834200101)**

Commissioners –

Pursuant to §66.23(5) Wis. Stats. the City Planning Commission needs to provide a recommendation to the Common Council on the disposition of 4213 Simonis Street (PID 281240834200101). As the Commission may recall, the City acquired the subject parcel and the adjacent vacant parcel as part of a larger acquisition for the construction of a new municipal water well house on the vacant parcel. There is no need to retain ownership of the subject parcel once the well house is constructed.

As such, we are requesting to sell the property. It is likely that we will list it with a realtor and place it on the open market.

Staff recommends approval as presented.





TO: City Plan Commission

FROM: Ryan Kernosky, Director of Community Development

DATE: March 4, 2024

RE: **Utility Easement Agreement Across Parcel 020240834-02.05**

Commissioners –

The City's Utility Department has been working with the property owner of parcel 0202408334-02.05 for a utility easement to install a water main from the proposed Well #12 wellhouse (end of Ridge Court) to the Water Treatment Facility located adjacent to Main Street. A visual is below:



Consistent with [§62.23\(5\)](#) this matter is before the Commission for review.
Staff Recommends APPROVAL as presented.

“City of Wonderful Water”

UTILITY EASEMENT AGREEMENT

Document Number

Document Name

This Utility Easement Agreement (this “**Easement Agreement**”) is made and entered into by and between DAVID J. KOSOBUCKI and DEBORAH R. KOSOBUCKI, husband and wife (collectively referred to herein as “**Grantor**”) and CITY OF STEVENS POINT, a Wisconsin municipal corporation (“**Grantee**”).

WHEREAS, Grantor is the fee title owner of certain real property located in the Town of Hull, Portage County, State of Wisconsin, as more particularly described on **Exhibit A**, attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, Grantee has requested that Grantor grant a perpetual utility easement over the east one hundred fifty (150) feet of the Property (the “**Easement Area**”) and a temporary construction easement further described below, subject to the terms and conditions described herein.

Recording Area

Name and Return Address

**Attorney Keith J. Pilger
Anderson O’Brien, LLP
1257 Main Street
Stevens Point, WI 54481**

020240834-02.05

Parcel Identification Number (PIN)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee a perpetual non-exclusive easement on, over, under and across that portion of the Property located within the Easement Area (the “**Easement**”) to construct, reconstruct, maintain, operate, replace, and remove buried water pipelines and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over that portion of the Property located within the Easement Area. Grantee agree that all improvements shall be located below grade.

2. **Temporary Construction Easement.** During the period of construction or installation of improvements within the Property, Grantee shall have a temporary construction easement over those portions of the Property located within one hundred (100) feet of the Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Easement Area. The temporary construction easement shall expire upon the completion of the installation of Grantee’s facilities described in Section 1 above.

3. **Maintenance and Restoration.** Grantee, at Grantee’s sole expense, shall have the right to remove from the Easement Area any structure, trees, shrubbery, or other obstruction which reasonably interferes with Grantee’s enjoyment of the Easement rights granted herein. Grantee, at Grantee’s sole expense, shall promptly restore the surface disturbed by any construction, maintenance, or other activities within the Easement Area to its condition before the disturbance and shall remove all debris, spoils and equipment resulting from or used in connection with Grantee’s activities within the Easement Area. All work performed by Grantee within the Easement Area shall be performed in a proper workmanlike manner.

4. Grantee's Obligations. In consideration for the easements and other rights granted by Grantor to Grantee, as more particularly described herein, Grantee agrees to improve Grantor's existing driveway located on the Property by adding asphalt pavement, at Grantee's sole expense. The area to be paved by Grantee pursuant to this Section 4 will start at the end of the current asphalt pavement at the end of Simonis Street over what is commonly referred to as "Arbutus Lane" and continuing to the north end of the current asphalt paved driveway serving Grantee's adjacent property directly to the south of the Property. Grantee agrees to complete the foregoing improvements no later than twelve (12) months following the completion of the installation of Grantee's facilities described in Section 1 above.

5. Indemnification. To the extent permitted by law, Grantee shall indemnify Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time following the date of this Easement Agreement may be suffered or sustained by any person or entity in connection with Grantee's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of Grantor or Grantor's agents or employees.

6. Consistent Uses Allowed. Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the easement rights granted in this Easement Agreement. Provided however, Grantor agrees not to construct any permanent structure over or within the Easement Area but Grantor may install landscaping (excluding trees), blacktop, or similar improvements within the Easement Area.

7. Covenants Run with Land. All terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Easement Agreement and any successor or assign to Grantor as fee simple owner of the Property shall cease to have any liability under this Easement Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

8. Non-Use. Non-use or limited use of the easement rights granted in this Easement Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Easement Agreement.

9. Entire Agreement. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin and sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of Portage County, Wisconsin.

10. Notices. All notices to either party to this Easement Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement Agreement.

13. Enforcement. Enforcement of this Easement Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. No Public Dedication. Nothing in this Easement Agreement shall be deemed a gift or dedication of any portion of the Easement granted under this Easement Agreement to the general public or for any public purpose whatsoever.

15. Grantee's Right to Purchase the Property. In addition to the easements described herein, Grantor has agreed to grant Grantee the right to purchase the Property and Grantor's adjacent real estate, as more particularly described in that certain Right of First Refusal Agreement between the parties executed simultaneously with this Easement Agreement.

(Signature Pages Attached)

By signing below, the undersigned have agreed to the terms and conditions of this Easement Agreement.

GRANTOR:

David J. Kosobucki

Date:_____

Deborah R. Kosobucki

Date:_____

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me on this ____ day of February, 2024, the above-named David J. Kosobucki and Deborah R. Kosobucki to me known to be the person who executed the foregoing instrument and acknowledged the same.

SEAL

*

Notary Public, State of Wisconsin
My commission:_____

GRANTEE:

CITY OF STEVENS POINT

By: _____

Its: _____

Date: _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on this _____ day of February, 2024, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

SEAL

*

Notary Public, State of Wisconsin

My commission: _____

CONSENT OF MORTGAGEE

The undersigned, being the hold of a mortgage against the Property, consents to the grant of the easement and temporary construction easement set forth above and agrees that its interest in the Property is subject to the easements granted herein.

[NAME OF MORTGAGE HOLDER]

By:_____

Its: _____

Date:_____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on this _____ day of February, 2024, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

SEAL

*

Notary Public, State of Wisconsin
My commission:_____

THIS INSTRUMENT DRAFTED BY:
Attorney Keith J. Pilger
Anderson O'Brien, LLP
1257 Main Street, P.O. Box 228
Stevens Point, WI 54481

Exhibit A
(Legal Description of Property)

The Northwest Quarter of the Northeast Quarter of Section 34, Township 24 North, Range 8 East, Town of Hull, Portage County, Wisconsin, EXCEPT part conveyed to Nick C. Zurawski as recorded in Book 172 of Deeds, page 96, EXCEPT part conveyed to the City of Stevens Point as recorded in Book 222 of Deeds, page 56, FURTHER EXCEPT part conveyed to State of Wisconsin as recorded in Volume 274 of Records, page 271, AND FURTHER EXCEPT part conveyed to the City of Stevens Point as recorded in Volume 750 of Micro-Records, page 59, as Document No. 533673.

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

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

SECTION I: That Section 12.05 of the Revised Municipal Code, Cigarette Sales, is hereby **amended** to read as follows:

12.05 CIGARETTE, ELECTRONIC VAPING DEVICES, AND TOBACCO PRODUCT SALES. The sale of cigarettes, electronic vaping devices, and tobacco products in the City of Stevens Point shall require a license and shall be governed by the provisions of sections ~~chapter~~ 134.65 and 134.66 of the Wisconsin statutes.

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: February 26, 2024
Approved: March 18, 2024
Published: March 22⁸, 2024

					Wroblewski Concrete Construction. LLC		BMD Concrete Innovations		Potrykus Construction	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	204.01	Removing Pavement	S.Y.	20	\$ 17.00	\$ 340.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00
2	204.015	Removing Curb & Gutter	L.F.	170	\$ 5.00	\$ 850.00	\$ 5.00	\$ 850.00	\$ 11.00	\$ 1,870.00
3	204.0155	Removing Concrete Sidewalk	S.Y.	897	\$ 19.80	\$ 17,760.60	\$ 18.50	\$ 16,594.50	\$ 19.00	\$ 17,043.00
4	390.0203	Base Patching Asphaltic	S.Y.	30	\$ 1.00	\$ 30.00	\$ 100.00	\$ 3,000.00	\$ 100.00	\$ 3,000.00
5	416.016	Concrete Driveway (6-inch)	S.Y.	20	\$ 65.00	\$ 1,300.00	\$ 76.50	\$ 1,530.00	\$ 90.00	\$ 1,800.00
6	601.0324	Concrete Curb & Gutter (24-inch)	L.F.	70	\$ 0.30	\$ 21.00	\$ 38.00	\$ 2,660.00	\$ 50.00	\$ 3,500.00
7	601.0411	Concrete Curb & Gutter (30-inch) Type D	L.F.	50	\$ 0.35	\$ 17.50	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00
8	602.0405	Concrete Sidewalk (4-inch)	S.F.	6320	\$ 7.00	\$ 44,240.00	\$ 7.50	\$ 47,400.00	\$ 10.00	\$ 63,200.00
9	602.0415	Concrete Sidewalk (6-inch)	S.F.	1750	\$ 8.25	\$ 14,437.50	\$ 8.00	\$ 14,000.00	\$ 11.00	\$ 19,250.00
10	602.0515	Curb Ramp Detectable Warning Field (Natural Patina)	S.F.	20	\$ 45.00	\$ 900.00	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00
11	625.01	Topsoil	S.Y.	250	\$ 12.00	\$ 3,000.00	\$ 22.00	\$ 5,500.00	\$ 17.50	\$ 4,375.00
12	627.02	Mulching	S.Y.	250	\$ 3.00	\$ 750.00	\$ 4.00	\$ 1,000.00	\$ 3.00	\$ 750.00
13	629.0205	Fertilizer Type A	S.Y.	250	\$ 2.00	\$ 500.00	\$ 1.25	\$ 312.50	\$ 3.00	\$ 750.00
14	630.014	Seed Mixture No. 40	S.Y.	250	\$ 4.00	\$ 1,000.00	\$ 3.00	\$ 750.00	\$ 5.00	\$ 1,250.00
15	690.015	Sawcutting Asphalt	L.F.	200	\$ 4.00	\$ 800.00	\$ 4.00	\$ 800.00	\$ 4.00	\$ 800.00
		Total Bid:				\$ 85,946.60		\$ 97,697.00		\$ 121,488.00
		Total Bid w/ Contingency:				\$ 98,838.59		\$ 112,351.55		\$ 139,711.20

2024 East Park Commerce Center - Badger Road Project #24-10

Owner: City of Stevens Point

03/07/2024 11:00 AM CST

					Haas Sons, Inc.		Advance Construction Inc.		Integrity Grading and Excavating, Inc.		Earth Inc.		A-1 Excavating LLC		James Peterson Sons, Inc. - Utility Division	
Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
		GENERAL														
1	G-1	Mobilization	LS	1	\$502,500.00	\$502,500.00	\$59,000.00	\$59,000.00	\$114,000.47	\$114,000.47	\$85,000.00	\$85,000.00	\$110,000.00	\$110,000.00	\$118,445.00	\$118,445.00
2	G-2	Stone Tracking Pad	EACH	2	\$1.00	\$2.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1.00	\$2.00	\$2,500.00	\$5,000.00
3	G-3	Traffic Control	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$9,100.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
4	G-4	Clearing, Grubbing, and Tree Removal	LS	1	\$15,831.00	\$15,831.00	\$10,800.00	\$10,800.00	\$22,000.00	\$22,000.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$24,000.00	\$24,000.00
5	G-5	Construct Roadway to Subgrade	LS	1	\$207,156.00	\$207,156.00	\$155,784.00	\$155,784.00	\$70,000.00	\$70,000.00	\$41,000.00	\$41,000.00	\$92,400.00	\$92,400.00	\$283,935.00	\$283,935.00
6	G-6	Finishing Roadway	LS	1	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00
7	G-7	Excavation Below Subgrade (EBS)	CY	300	\$10.00	\$3,000.00	\$15.00	\$4,500.00	\$7.00	\$2,100.00	\$15.00	\$4,500.00	\$5.00	\$1,500.00	\$8.00	\$2,400.00
8	G-8	EBS Backfill	TON	600	\$16.77	\$10,062.00	\$15.00	\$9,000.00	\$25.70	\$15,420.00	\$15.00	\$9,000.00	\$5.00	\$3,000.00	\$20.00	\$12,000.00
9	G-9	Geogrid (EBS)	SY	900	\$5.25	\$4,725.00	\$6.00	\$5,400.00	\$4.57	\$4,113.00	\$5.00	\$4,500.00	\$2.00	\$1,800.00	\$2.78	\$2,502.00
10	G-10	12-Inch Crushed Aggregate Base Course	TON	14874	\$14.25	\$211,954.50	\$18.00	\$267,732.00	\$16.00	\$237,984.00	\$14.60	\$217,160.40	\$17.00	\$252,858.00	\$17.00	\$252,858.00
11	G-11	3.25-Inch Asphaltic Concrete Binder Course (2 MT 58-28 S)	TON	3510	\$79.30	\$278,343.00	\$79.30	\$278,343.00	\$79.30	\$278,343.00	\$80.00	\$280,800.00	\$80.00	\$280,800.00	\$79.30	\$278,343.00
12	G-12	2-Inch Asphaltic Concrete Surface Course (4 MT 58-34 H)	TON	2158	\$89.66	\$193,486.28	\$89.66	\$193,486.28	\$89.66	\$193,486.28	\$90.00	\$194,220.00	\$90.00	\$194,220.00	\$89.66	\$193,486.28
13	G-13	3-Inch Asphaltic Concrete Pedestrian Path (5 LT 58-28 S)	SF	38110	\$2.12	\$80,793.20	\$2.12	\$80,793.20	\$2.12	\$80,793.20	\$2.20	\$83,842.00	\$3.00	\$114,330.00	\$2.12	\$80,793.20
14	G-14	6-Inch Concrete Pedestrian Path Ramp	EACH	2	\$875.00	\$1,750.00	\$875.00	\$1,750.00	\$875.00	\$1,750.00	\$1,000.00	\$2,000.00	\$925.00	\$1,850.00	\$875.00	\$1,750.00
15	G-15	Curb Ramp Detectable Warning Field	SF	40	\$32.00	\$1,280.00	\$32.00	\$1,280.00	\$32.00	\$1,280.00	\$35.00	\$1,400.00	\$34.00	\$1,360.00	\$32.00	\$1,280.00
16	G-16	24-Inch Concrete Curb and Gutter	LF	7610	\$14.45	\$109,964.50	\$16.45	\$125,184.50	\$14.45	\$109,964.50	\$14.55	\$110,725.50	\$15.00	\$114,150.00	\$14.45	\$109,964.50
17	G-17	Full Depth Saw Cutting	LF	42	\$18.22	\$765.24	\$4.00	\$168.00	\$2.75	\$115.50	\$6.00	\$252.00	\$6.00	\$252.00	\$2.75	\$115.50
18	G-18	Inlet Protection - Type C	EACH	36	\$50.00	\$1,800.00	\$55.00	\$1,980.00	\$60.00	\$2,160.00	\$100.00	\$3,600.00	\$60.00	\$2,160.00	\$75.00	\$2,700.00
19	G-19	Silt Fence	LF	20625	\$1.75	\$36,093.75	\$1.75	\$36,093.75	\$1.30	\$26,812.50	\$1.50	\$30,937.50	\$0.20	\$4,125.00	\$1.75	\$36,093.75
20	G-20	Ditch Checks	LF	400	\$9.00	\$3,600.00	\$13.20	\$5,280.00	\$6.25	\$2,500.00	\$10.00	\$4,000.00	\$7.00	\$2,800.00	\$15.00	\$6,000.00
21	G-21	Topsoil, Seed, Fertilizer, and Hydro-Mulch w/Polymer Tackifier	LS	1	\$82,820.00	\$82,820.00	\$124,040.00	\$124,040.00	\$155,000.00	\$155,000.00	\$100,000.00	\$100,000.00	\$10,000.00	\$10,000.00	\$67,840.00	\$67,840.00
22	G-22	Stop Sign (R1-1, 36"x36") and Post	EACH	2	\$500.00	\$1,000.00	\$350.00	\$700.00	\$315.00	\$630.00	\$350.00	\$700.00	\$325.00	\$650.00	\$550.00	\$1,100.00
23	G-23	Keep Right Sign (R4-7, 24"x30") and Post	EACH	1	\$500.00	\$500.00	\$350.00	\$350.00	\$315.00	\$315.00	\$250.00	\$250.00	\$325.00	\$325.00	\$550.00	\$550.00
24	G-24	Construction Staking	LS	1	\$36,000.00	\$36,000.00	\$35,500.00	\$35,500.00	\$35,500.00	\$35,500.00	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$35,500.00	\$35,500.00
		SANITARY				\$626,278.00		\$1,117,610.00		\$1,185,098.00		\$1,255,700.00		\$1,346,030.00		\$1,296,392.86
25	SA-1	12-Inch PVC Sanitary Sewer w/Granular (Native) Backfill	LF	54	\$87.00	\$4,698.00	\$200.00	\$10,800.00	\$98.00	\$5,292.00	\$200.00	\$10,800.00	\$105.00	\$5,670.00	\$351.24	\$18,966.96
26	SA-2	24-Inch PVC Sanitary Sewer w/Granular (Native) Backfill	LF	3720	\$134.00	\$498,480.00	\$260.00	\$967,200.00	\$295.00	\$1,097,400.00	\$295.00	\$1,097,400.00	\$333.00	\$1,238,760.00	\$306.73	\$1,141,035.60
27	SA-3	48-Inch Sanitary Manhole w/Frame and Cover	EACH	10	\$12,300.00	\$123,000.00	\$13,861.00	\$138,610.00	\$8,000.00	\$80,000.00	\$14,400.00	\$144,000.00	\$9,980.00	\$99,800.00	\$13,414.73	\$134,147.30
28	SA-4	Imported Utility Trench Granular Backfill (If Needed)	CY	100	\$1.00	\$100.00	\$10.00	\$1,000.00	\$24.06	\$2,406.00	\$35.00	\$3,500.00	\$18.00	\$1,800.00	\$22.43	\$2,243.00
		WATER				\$561,030.00		\$559,940.00		\$596,043.00		\$639,090.00		\$597,540.00		\$740,118.57
29	W-1	12-Inch PVC Water Main w/Granular (Native) Backfill	LF	5550	\$67.20	\$372,960.00	\$67.50	\$374,625.00	\$76.00	\$421,800.00	\$82.00	\$455,100.00	\$74.00	\$410,700.00	\$94.38	\$523,809.00
30	W-2	12-Inch Water Main Valve	EACH	17	\$4,900.00	\$83,300.00	\$4,857.00	\$82,569.00	\$4,061.00	\$69,037.00	\$4,850.00	\$82,450.00	\$4,510.00	\$76,670.00	\$5,825.40	\$99,031.80
31	W-3	Hydrant Assembly	EACH	11	\$7,800.00	\$85,800.00	\$7,865.00	\$86,515.00	\$7,250.00	\$79,750.00	\$7,000.00	\$77,000.00	\$8,335.00	\$91,685.00	\$8,478.00	\$93,258.00
32	W-4	Flushing Assembly	EACH	3	\$1,850.00	\$5,550.00	\$1,557.00	\$4,671.00	\$2,100.00	\$6,300.00	\$2,600.00	\$7,800.00	\$1,465.00	\$4,395.00	\$1,371.54	\$4,114.62
33	W-5	Relocate Hydrant Assembly	EACH	1	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$2,950.00	\$2,950.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$1,195.35	\$1,195.35
34	W-6	6-Inch Hydrant Lead	LF	220	\$46.00	\$10,120.00	\$43.00	\$9,460.00	\$69.00	\$15,180.00	\$62.00	\$13,640.00	\$52.00	\$11,440.00	\$79.59	\$17,509.80
35	W-7	Pipe Insulation	LF	100	\$17.00	\$1,700.00	\$6.00	\$600.00	\$10.26	\$1,026.00	\$16.00	\$1,600.00	\$10.00	\$1,000.00	\$12.00	\$1,200.00
		STORM				\$583,399.30		\$613,642.00		\$585,757.00		\$644,305.00		\$729,525.00		\$646,287.23
36	ST-1	Storm Water Facility	LS	1	\$121,213.05	\$121,213.05	\$90,370.00	\$90,370.00	\$140,000.00	\$140,000.00	\$141,000.00	\$141,000.00	\$166,100.00	\$166,100.00	\$24,000.00	\$24,000.00
37	ST-2	12-Inch HDPE CL III-A Storm Sewer w/Granular (Native) Backfill	LF	1040	\$38.00	\$39,520.00	\$46.00	\$47,840.00	\$37.00	\$38,480.00	\$37.00	\$38,480.00	\$49.00	\$50,960.00	\$75.37	\$78,384.80
38	ST-3	15-Inch HDPE CL III-A Storm Sewer w/Granular (Native) Backfill	LF	755	\$40.50	\$30,577.50	\$48.00	\$36,240.00	\$39.00	\$29,445.00	\$44.00	\$33,220.00	\$51.00	\$38,505.00	\$58.79	\$44,386.45
39	ST-4	18-Inch HDPE CL III-A Storm Sewer w/Granular (Native) Backfill	LF	1050	\$43.50	\$45,675.00	\$52.00	\$54,600.00	\$42.00	\$44,100.00	\$46.00	\$48,300.00	\$57.00	\$59,850.00	\$63.52	\$66,696.00
40	ST-5	24-Inch HDPE CL III-A Storm Sewer w/Granular (Native) Backfill	LF	1175	\$52.25	\$61,393.75	\$62.00	\$72,850.00	\$51.00	\$59,925.00	\$57.00	\$66,975.00	\$71.00	\$83,425.00	\$79.81	\$93,776.75
41	ST-6	36-Inch HDPE CL III-A Storm Sewer w/Granular (Native) Backfill	LF	915	\$71.00	\$64,965.00	\$85.00	\$77,775.00	\$79.00	\$72,285.00	\$82.00	\$75,030.00	\$105.00	\$96,075.00	\$131.99	\$120,770.85
42	ST-7	48-Inch HDPE CL III-A Storm Sewer w/Granular (Native) Backfill	LF	50	\$95.50	\$4,775.00	\$128.50	\$6,425.00	\$104.00	\$5,200.00	\$122.00	\$6,100.00	\$150.00	\$7,500.00	\$195.13	\$9,756.50
43	ST-8	48-Inch Storm Manhole w/Frame and Cover	EACH	8	\$3,500.00	\$28,000.00	\$3,536.00	\$28,288.00	\$3,600.00	\$28,800.00	\$5,000.00	\$40,000.00	\$3,665.00	\$29,320.00	\$3,625.72	\$29,005.76
44	ST-9	60-Inch Storm Manhole w/Frame and Cover	EACH	6	\$6,300.00	\$37,800.00	\$6,176.00	\$37,056.00	\$5,450.00	\$32,700.00	\$8,500.00	\$51,000.00	\$5,610.00	\$33,660.00	\$6,511.86	\$39,071.16
45	ST-10	72-Inch Storm Manhole w/Frame and Cover	EACH	2	\$9,900.00	\$19,800.00	\$9,513.00	\$19,026.00	\$8,470.00	\$16,940.00	\$12,600.00	\$25,200.00	\$9,010.00	\$18,020.00	\$8,846.98	\$17,693.96
46	ST-11	24-Inch Drain Basin w/Frame and Grate	EACH	36	\$3,450.00	\$124,200.00	\$3,822.00	\$137,592.00	\$3,040.00	\$109,440.00	\$3,100.00	\$111,600.00	\$3,875.00	\$139,500.00	\$3,204.62	\$115,366.32
47	ST-12	18-Inch Apron Endwall with Grate	EACH	1	\$600.00	\$600.00	\$480.00	\$480.00	\$925.00	\$925.00	\$750.00	\$750.00	\$750.00	\$750.00	\$535.18	\$535.18
48	ST-13	48-Inch Apron Endwall with Grate	EACH	1	\$3,350.00	\$3,350.00	\$3,500.00	\$3,500.00	\$4,318.00	\$4,318.00	\$4,800.00	\$4,800.00	\$4,190.00	\$4,190.00	\$4,143.50	\$4,143.50
49	ST-14	Medium Riprap	CY	3	\$90.00	\$270.00	\$90.00	\$270.00	\$245.00	\$735.00	\$150.00	\$450.00	\$90.00	\$270.00	\$200.00	\$600.00
50	ST-15	Heavy Riprap	CY	14	\$90.00	\$1,260.00	\$95.00	\$1,330.00	\$176.00	\$2,464.00	\$100.00	\$1,400.00	\$100.00	\$1,400.00	\$150.00	\$2,100.00
		ELECTRIC				\$409,913.00		\$409,913.00		\$393,700.00		\$413,000.00		\$412,213.00		\$414,012.13
51	E-1	Street Lighting System	LS	1	\$339,328.00	\$339,328.00	\$339,328.00	\$339,328.00	\$353,700.00	\$353,700.00	\$348,000.00	\$348,000.00	\$340,628.00	\$340,628.00	\$342,721.28	\$342,721.28
52	E-2	Fiber Duct System	LS	1	\$70,585.00	\$70,585.00	\$70,585.00	\$70,585.00	\$40,000.00	\$40,000.00	\$65,000.00	\$65,000.00	\$71,585.00	\$71,585.00	\$71,290.85	\$71,290.85
		CTH "HH" INTERSECTION				\$419,570.86		\$487,109.80		\$475,442.30		\$449,176.50		\$422,584.00		\$442,561.20
53	HH-1	Traffic Control	LS	1	\$7,480.00	\$7,480.00	\$7,480.00	\$7,480.00	\$9,100.00	\$9,100.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$7,480.00	\$7,480.00

54	HH-2	Construct Roadway to Subgrade	LS	1	\$15,000.00	\$15,000.00	\$21,605.00	\$21,605.00	\$10,880.00	\$10,880.00	\$26,000.00	\$26,000.00	\$36,826.00	\$36,826.00	\$33,865.00	\$33,865.00
55	HH-3	Finishing Roadway	LS	1	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$7,610.00	\$7,610.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$1.00	\$1.00
56	HH-4	Geogrid Subgrade Reinforcement for CTH HH Turn Lanes	SY	750	\$4.25	\$3,187.50	\$6.00	\$4,500.00	\$3.66	\$2,745.00	\$5.00	\$3,750.00	\$2.30	\$1,725.00	\$2.78	\$2,085.00
57	HH-5	12-Inch Crushed Aggregate Base Course	TON	3000	\$16.25	\$48,750.00	\$18.00	\$54,000.00	\$19.50	\$58,500.00	\$16.00	\$48,000.00	\$17.00	\$51,000.00	\$15.66	\$46,980.00
58	HH-6	CTH HH Shoulder Grading and Gravel	LF	2800	\$2.81	\$7,868.00	\$7.00	\$19,600.00	\$8.00	\$22,400.00	\$3.50	\$9,800.00	\$2.50	\$7,000.00	\$2.25	\$6,300.00
59	HH-7	Remove and Replace Existing Signage	EACH	4	\$150.00	\$600.00	\$400.00	\$1,600.00	\$352.00	\$1,408.00	\$150.00	\$600.00	\$150.00	\$600.00	\$350.00	\$1,400.00
60	HH-8	3.25-Inch Asphaltic Concrete Binder Course (2 MT 58-28 S)	TON	1375	\$81.84	\$112,530.00	\$81.84	\$112,530.00	\$81.84	\$112,530.00	\$83.00	\$114,125.00	\$82.00	\$112,750.00	\$81.84	\$112,530.00
61	HH-9	2-Inch Asphaltic Concrete Surface Course (4 MT 58-34 H)	TON	975	\$93.10	\$90,772.50	\$93.10	\$90,772.50	\$93.10	\$90,772.50	\$93.50	\$91,162.50	\$93.20	\$90,870.00	\$93.10	\$90,772.50
62	HH-10	Yellow Pavement Markings	LF	3400	\$2.25	\$7,650.00	\$2.25	\$7,650.00	\$2.25	\$7,650.00	\$2.30	\$7,820.00	\$2.35	\$7,990.00	\$2.25	\$7,650.00
63	HH-11	White Pavement Markings	LF	3875	\$1.50	\$5,812.50	\$1.50	\$5,812.50	\$1.50	\$5,812.50	\$1.60	\$6,200.00	\$1.60	\$6,200.00	\$1.50	\$5,812.50
64	HH-12	Pavement Markings Words and Arrows	EACH	12	\$350.00	\$4,200.00	\$350.00	\$4,200.00	\$350.00	\$4,200.00	\$350.00	\$4,200.00	\$360.00	\$4,320.00	\$350.00	\$4,200.00
65	HH-13	Pavement Pulverizing, Shaping, and Grading	SY	4720	\$2.50	\$11,800.00	\$2.00	\$9,440.00	\$2.00	\$9,440.00	\$3.50	\$16,520.00	\$2.00	\$9,440.00	\$2.55	\$12,036.00
66	HH-14	3-Inch Asphaltic Concrete Pedestrian Path (5 LT 58-28 S)	SF	2715	\$2.12	\$5,755.80	\$2.12	\$5,755.80	\$2.12	\$5,755.80	\$2.40	\$6,516.00	\$3.00	\$8,145.00	\$2.12	\$5,755.80
67	HH-15	24-Inch Concrete Curb and Gutter	LF	1120	\$14.45	\$16,184.00	\$16.45	\$18,424.00	\$14.45	\$16,184.00	\$14.75	\$16,520.00	\$15.00	\$16,800.00	\$14.45	\$16,184.00
68	HH-16	Full Depth Saw Cutting	LF	48	\$18.22	\$874.56	\$4.00	\$192.00	\$2.75	\$132.00	\$6.00	\$288.00	\$6.00	\$288.00	\$2.75	\$132.00
69	HH-17	Ditch Checks	LF	250	\$9.00	\$2,250.00	\$13.20	\$3,300.00	\$6.25	\$1,562.50	\$10.00	\$2,500.00	\$7.00	\$1,750.00	\$15.00	\$3,750.00
70	HH-18	Topsoil, Seed, Fertilizer, and Hydro-Mulch w/Polymer Tackifier	LS	1	\$15,275.00	\$15,275.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$9,450.00	\$9,450.00
71	HH-19	19x30-Inch HERCP Apron Endwall with Grate	EACH	2	\$2,910.00	\$5,820.00	\$2,729.00	\$5,458.00	\$2,400.00	\$4,800.00	\$3,600.00	\$7,200.00	\$3,170.00	\$6,340.00	\$3,375.70	\$6,751.40
72	HH-20	19x30-Inch HERCP CL IV Culvert	LF	250	\$141.00	\$35,250.00	\$130.00	\$32,500.00	\$124.00	\$31,000.00	\$160.00	\$40,000.00	\$147.00	\$36,750.00	\$165.02	\$41,255.00
73	HH-21	18-inch CMP Culvert Extension	LF	20	\$80.00	\$1,600.00	\$60.00	\$1,200.00	\$118.00	\$2,360.00	\$75.00	\$1,500.00	\$77.00	\$1,540.00	\$243.20	\$4,864.00
74	HH-22	Ditch Grading along CTH HH w/Class 2, TYPE B Erosion Matting	LF	2550	\$8.20	\$20,910.00	\$11.80	\$30,090.00	\$12.00	\$30,600.00	\$4.50	\$11,475.00	\$5.00	\$12,750.00	\$9.14	\$23,307.00
BASE BID TOTAL:						\$4,384,118.63		\$4,589,279.53		\$4,604,407.75		\$4,631,658.90		\$4,747,474.00		\$5,057,829.22
BASE BID w/CONTINGENCY TOTAL:						\$5,041,736.42		\$5,277,671.46		\$5,295,068.91		\$5,326,407.74		\$5,459,595.10		\$5,816,503.60

Corey Ladick

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Tuesday, March 5, 2024 4:12 PM
To: Corey Ladick
Subject: RE: Inman v City of Stevens Point

Hi Corey,

I am in receipt of the sewage claim that has been filed by Sharon Inman against the City of Stevens Point. As you are aware, sewer issues are specifically excluded from coverage under Section VII (3) of the CVMIC GL policy, and as such, there is no coverage for this claim or any other claim arising out of this incident. The City of Stevens Point is self-insured for this claim, and should the City decide to settle this matter, any settlement would come from City funds.

Under Wisconsin law, a municipality does not face liability unless there is a “known danger” that is compelling enough to warrant specific, non-discretionary action by the municipality. Lodl v. Progressive Northern Insurance Co., 2002 WI 71, 253 Wis. 2d 323, 646 N.W.2d 314. Wisconsin courts have developed a three-step test to determine whether the known and compelling danger exception applies in a given case: (1) whether something happened to create a compelling danger; (2) whether a government actor “[found] out about the danger, making it a known and compelling danger”; and (3) whether the government actor addressed the danger by taking one or more precautionary measures or instead “[did] nothing and let the danger continue.” Heuser v. Community Ins. Corp., 2009 WI App 151, ¶¶27-28, 321 Wis.2d 729, 774 N.W.2d 653.

After reviewing submitted documentation, it appears the City is meeting the standard of reasonable care, which is the standard that municipalities are held to for these types of situations. In my opinion, there is no evidence to show any negligence on the part of the City.

This claim can be denied for several reasons:

- 1) Discretionary immunity : how and when a municipality chooses to maintain its sewer systems is a discretionary decision
- 2) Maintenance plan in place and followed: the City is providing routine maintenance and cleaning of pipes
- 3) No prior notice: There was no prior notice of any problem in the area

Based on all of the above, I would recommend denial of this claim.

Please let me know if any questions, or if you would like to discuss further.

Thank you,

From: Corey Ladick <CLadick@stevenspoint.com>
Sent: Tuesday, March 5, 2024 1:39 PM
To: Allison C. De Franze <allisond@cvmic.com>
Subject: FW: Inman v City of Stevens Point

Hi Allison,

In response to your questions:

We do have a maintenance program, and yes it is followed.

CITY OF
STEVENS POINT
NOTICE OF CLAIM

Name: Sharon Inman

Incident/Accident Information

Address: 2313 Jersey St.
St. Pt.

Date: Jan. 3, 2024
Time: 6:15 P.M.

Phone: 715-341-7469

Location: 2313 Jersey St.

CIRCUMSTANCES OF CLAIM

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

Sewage backup in basement.

Jim Inman

Tosh from Wayne's Drains

City employee

Signed: Sharon Inman

Date: 3-4-24

CLAIM

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

The undersigned hereby makes a claim against the City of Stevens Point arising out of the circumstances described above in the amount of \$5,845.95.

To process this claim it is necessary to detail all damages being sought.

Signed: Sharon Inman

Date: 3-4-24

Address: 2313 Jersey St.

St. Pt., WI 54481

RECEIVED
MAR 04 2024
CITY CLERKS
OFFICE

RECEIVED

MAR 04 2024

TREASURERS OFFICE

Inman Personal Property

1. Body spray (2.5 oz.)
2. Drywall patch compound (22 fl oz)
3. Wood picture frame (4"x 6" photo)
4. Paperback books (2 total)
5. Plastic container with snap-handle lid
6. Container of "dry carpet cleaner" (4lbs)
7. Cookie tins (3 total)
8. Misc. hair clips and combs
9. KC Masterpiece BBQ sauce (1lb 2oz)
10. Comet Bathroom cleaner spray bottle (32 fl oz)
11. Drain opener (64 fl oz)
12. Canned goods (17 cans)
13. Lysol Basin Tub & Tile cleaner spray (24 fl oz)
14. Stir fry sauce (11.5 fl oz)
15. Sealed floor brush/sweeper
16. 45s in paper sleeves (~~127~~) *172 50^s + 60^s*
17. Brooms (3)
18. Clothes Iron (Hamilton Beach)
19. Oil Soap cleaner (22 fl oz.)
20. Raid ant & roach
21. Comet powder (14 oz)
22. 35mm camera (Lavec LT-002)
23. Plastic crates (2)
24. Paperback cookbook
25. Downy fabric softener (32 fl oz)
26. Black Magic (auto interior wipes)
27. Containers of disinfectant wipes (3)
28. Containers of Rain-X wipes (2)
29. Johnson Step Saver floor cleaner (32 fl oz)
30. Degreaser spray bottle (12 fl oz)
31. Spray bottle (empty)
32. VHS cassettes (20)
33. Counselor bathroom scale
34. 1 gallon Paint cans (3)
35. Bissell Powerforce vacuum cleaner
36. Electric hair cutter/trimmer (Remington)
37. Deodorant spray for women
38. Body lotion (6 fl oz)
39. Spray bath powder (4 oz)
40. Snap top clutch/purse
41. Bag/purse/satchel

42. Glass candle holder
43. Color Hair mousse (Clairol 14 fl oz)
44. Paperback gardening book
45. Mascara (Max Factor)
46. Metal pie spatula/turner
47. Color lotion (Clairol 3 fl oz)
48. Degree deodorant
49. Body Spray (4 oz)
50. Mouth wash (5 fl oz)
51. Misc. bottles of Shampoo (3)
52. Paris France monuments souvenir
53. Curling iron
54. Plastic tray
55. Kool-Aid powder mix cans (24 oz) (4 total)
56. Misc. toiletries (22)
57. Wicker basket
58. Plastic laundry basket
59. VHS cassettes (7)
60. Wood welcome sign
61. Misc. spray cleaners (7)
62. Misc. leather/shoe care (2)
63. Sparkling juice/champaign (2)
64. Lemon juice (24 fl oz)
65. Cherry drink mixer
66. Plastic carrier
67. Metal trash can (small)
68. Canned pickles (5)
69. Misc. soaps/lotions/cremes (40)
70. Plastic shoe rack
71. Metal storage box
72. Clothes stand
73. Easter basket (wicker)
74. Hard cover diary/notebook
75. Purse
76. Misc. lotion (3)
77. Baby oil (2 bottles)
78. Misc. juice (glass bottles) (17)
79. Canned goods (4)
80. Vacuum attachments
81. Purse
82. Popcorn tin
83. Hoover Legacy vacuum
84. 1 paperback book
85. Finishing spray (1 oz)

86. White bench w/drawer
87. Women's dress shoes (10 pairs)
88. Plastic zip bags, wax paper, tinfoil (11 boxes)
89. Rubber/latex gloves (4 pairs)
90. Light vacuum (2)
91. Push broom
92. Revlon make up products (3)
93. Sun tan lotion
94. Hard cover book
95. Paperback book
96. Misc. lotions (4)
97. Hair highlight kit (Garnier)
98. Misc. lotions (4)
99. Coca-Cola bear figurine
100. Deck of playing cards
101. Cookie tin
102. Non-stick pan w/lid
103. Lightbulbs (5)
104. Outlet multiplier plugs (3)
105. Bottle of Aloe Vera lotion (Country Store)
106. Yogurt (2lbs.)
107. Crystal dinner bell
108. 2 kitchen knives w/sharpener
109. Bottle of lotion
110. Clothes iron (Kenmore)
111. Misc. Candles (3)
112. Solo cup dispenser
113. Plastic containers (2)
114. Handheld beaters/mixer
115. Makeup kit
116. Paperback book
117. Cologne/perfume set
118. Pond's cold crème
119. Box of 24 crayons
120. Women's sun glasses
121. Exercise equipment
122. Cookie tin
123. Can of soup
124. Raid ant & roach spray
125. 1 Can of beer
126. Hair mousse (L'Oreal)
127. Body spray (8 fl oz)
128. Q-tips (1 box)
129. High fiber weight loss powder

130. Caramel topping (Smuckers)
131. Baking soda (2 boxes)
132. Shaving cream
133. Raspberry syrup (8 oz)
134. Chili sauce
135. BBQ sauce (Kraft)
136. Tupperware container
137. Cookie tin
138. Wood rolling pin
139. Tupperware container
140. Skippy peanut butter container
141. Tape recorder (Realistic)
142. Plastic crate
143. Lotion
144. Air freshener spray can
145. Spray deodorant
146. Water pitcher w/lid
147. Cup dispenser
148. Q-tips
149. Tablecloth
150. Body lotion
151. Air freshener spray can
152. Spray deodorant
153. Record
154. Boat pictures (4)
155. Lighted makeup stand
156. Handheld vacuum
157. Clothes iron (Black & Decker)
158. Bath oil
159. Ice container w/lid
160. Christmas tablecloth
161. Box of wipes
162. Plastic basket
163. Paint brush
164. BBQ sauce (KC Masterpiece)
165. Pine-Sol floor cleaner
166. Hair curler set
167. Dixie cups
168. Roll of papertowel
169. Wicker paper plate holders (2)
170. Wood salad bowl w/serving spoons
171. Record player (GE)
172. End table
173. *2* Book shelves *large wood*

- 174. Door slab (wood, hollow core)
- 175. VHS cassette
- 176. Woven rug 2½' x 6'
- 177. Carpet stair runner - removed by Servpro because of contamination
- 178. 1940's scrapbook
- 179. Small box of 1940's family pictures

INVOICE

WAYNE'S

**Sewer & Drain
Cleaning**

715-325-1948

2811 West Grand Ave.
Wis. Rapids, WI 54495

www.WaynesDrainsLLC.com

DRAINS

"We Just Don't Open Drains, We Clean Them"

Date of Service 1-3-24

PO#

Name of Technician Josh

Name Sharon Inman

Address 2313 Jersey st Stevens Point
WI 54481

Phone 715-341-7469

Line with Blockage city main!

Cause of Blockage

Start Time 7:30p

Finish Time 8:30p

QTY	ITEM / SERVICE	PRICE	AMOUNT
	after hours		200 00
	camera		250 00
	locate		150 00
	clean out cap		35 00
	customer had to sewage		
	coming in basement camera		
	line from her house to		
	blockage, located camera		
	it was in city main.		

NOTES / WORK PERFORMED

called city out to
check situation & city
main is plugged

TAX 5.5%

TOTAL 635 00

DUE UPON RECEIPT

☐ CASH

☒ CHECK #3338

☐ CHARGE pd. 1-10-24

RECEIVED BY

CUSTOMER SIGNATURE

\$35 Fee for all returned checks. A finance charge of 1-1/2%
(18% per year) will be assessed on all accounts past 30 days.



Thank You

From: [Allison C. De Franze](#)
To: [Corey Ladick](#)
Subject: Donald Ciseski v City of Stevens Point
Date: Tuesday, February 27, 2024 3:06:57 PM

Hi Corey,

I am in receipt of the above claim that has been filed against the City of Stevens Point in the amount of \$527.00, for damages to a vehicle as a result of striking an area with a missing manhole cover. As you are aware, the City is self-insured for this loss and should the City decide to settle this claim, any settlement would come from City funds.

Based on the information that I have received, it is my understanding that the City does take corrective action to repair defects in city streets when they are made aware of known problems. Since the City had no prior notice of this issue, it is my opinion that the city is meeting the standard of reasonable care, which is the standard that municipalities are held to.

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

In this case, the City had no actual or constructive notice that the manhole was in any dangerous or defective condition. Because the City was not aware of any dangerous or defective condition, this claim should be denied.

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

Thank you,

CITY OF
STEVENS POINT
NOTICE OF CLAIM

Name: Donald L. Cieslik
Address: 514 CHESTNUT ST.
STEVENS POINT, WI 54481
Phone: (715) 252-2300

Incident/Accident Information

Date: 2/21/2024
Time: 1030 AM
Location: Church / Nebel

CIRCUMSTANCES OF CLAIM

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

I WAS TRAVELING SOUTH ON CHURCH ST. THE WATER COVER
RIGHT BY THE LIGHTS WAS MISSING. I TRIED TO AVOID
BUT MY RIGHT SIDE REAR TIRE HIT, DESTROYING THE RIM/TIRE
WATER DEPT WAS THERE REPLACING SHORTLY AFTER AS I
WENT BACK TO TAKE PLOT. AFTER I CHANGE THE TIRE

Signed: Donald L. Cieslik Date: 2/21/2024

CLAIM

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

The undersigned hereby makes a claim against the City of Stevens Point arising out of the circumstances described above in the amount of \$ 431.12 PLUS \$ 96 TOTAL \$ 527.12 + TAX

To process this claim it is necessary to detail all damages being sought.

Signed: Donald L. Cieslik Date: 2/21/2024
Address: 514 CHESTNUT ST.
STEVENS POINT, WI 54481

Return Completed Claim Form to:
The City Clerk's Office
1515 Strongs Avenue
Stevens Point, WI 54481

RECEIVED

FEB 21 2024

CITY CLERKS
OFFICE

Claims for damages continued

As stated the utilities for Stevens Point was there probably 15 minutes after I had hit the hole, I had pulled in the car wash to change my tire when I went back to take a picture Rodger from Stevens point utilities had already replaced we both took picture of the damage to the wheel.

DON CISESKI 2/21/2024

A handwritten signature in black ink, appearing to read 'Don Cieski', written in a cursive style.

A
N

CHURCH STREET

Stop Lights



COVER
MISSING

NEBEL ST

WALGREENS

Don Cieski 2/21/2024

Head of Crew

Kocourek Subaru, Inc.

ESTIMATE

No

DON CISESKI

02/21/2024

Part No.	Qty	Location	O/H	O/O	Desc.	Estimate	Ext.
28111FJ110	1	~ 2 days			DISK WHEEL AL 1	431.12	431.12

TOTAL 431.12

Estimate Does Not Include Taxes

dontheclown@yahoo.com

ESTIMATE

(02/21/2024 11:40:40)

Page 0000



February 20, 2024

To: Common Council

Re: Veto of Council decision to turn down a signalized intersection on Business 51

The reconstruction of Business 51 has been the most divisive project this city has seen in a lifetime. While the discussions have been going on for decades, it seems there has been little room for common ground. Proponents cite safety and speeds as the reason for lanes reductions, raised medians, removed driveways and increased boulevards. There is sound logic in those choices, but also consequences. The opponents of those options suggest loss of business, increased property maintenance and placing more of a burden on residential streets from drivers choosing alternate routes, also sound logic. Hundreds of people provided input over the last several years, to both sides of the debate.

As a compromise, a 4-3-4 configuration was proposed that seemed to be a reasonable solution to many of the concerns, while still addressing many of the safety needs. That was decisively turned down by the Common Council in 2023. The one area that the Council chose to have AECOM review was the intersection design at Fourth and Division, at an additional cost of about \$30,000. The engineers put together simulation data, crash reports and looked at a few other roundabouts with lower pedestrian and traffic counts and their evidence, admittedly, was anecdotal. They also conclude that, while a roundabout is “expected” to operate with lower delays and shorter queues, they also note that we may see an increase in both sideswipe and rear-end crashes, not even touching on the effect it might have on vehicle/pedestrian collisions. We encourage data driven decision making and our local data shows a consistent increase in crashes of about 150% for the roundabout at Northpoint/Business 51 vs. the same intersection when it was signalized. Obviously, that intersection also has far less pedestrians and bicyclists than the Fourth Avenue and Business 51 intersection.

Roundabouts are designed to keep vehicle traffic moving. Signals allow for traffic to stop and pedestrians to cross, and when the light changes, pedestrians wait while the vehicles cross. This process is orderly and familiar. With about 600 people crossing that intersection, I expect the negative impact pedestrians will have on vehicle movement within the roundabout will not only create longer delays and queues, but, as AECOM pointed out, we may see an increase in vehicle/vehicle and vehicle/pedestrian crashes.

I also believe the one lane roundabout design will have a negative impact on emergency vehicle access, since there will be little or no room to move right when the emergency vehicles need to get through the roundabout. The drivers of those emergency vehicles will not be aware of any congestion in the roundabout until they are very near it and there will be no options to turn around and find an alternative route.

Wisconsin Statutes 62.09(8)(c) states: The mayor shall have the veto power as to all acts of the council, except such as to which it is expressly or by necessary implication otherwise provided. All such acts shall be submitted to the mayor by the clerk and shall be in force upon approval evidenced by the mayor's signature, or upon failing to approve or disapprove within 5 days, which fact shall be certified thereon by the clerk. If the mayor disapproves the mayor's objections shall be filed with the clerk, who shall present them to the council at its next meeting. A two-thirds vote of all the members of the council shall then make the act effective notwithstanding the objections of the mayor.

It should also be noted that under *Sturzl Construction Co., Inc. v. City of Green Bay*, the courts determined that the mayor does not have veto authority over a Board Public Works decision in the awarding of a contract. In our case, a veto does not prohibit the award of a public works contract. A veto would only apply to the council's decision to turn down the recommendation of the Board of Public Works to use the signalized option. as it related to the design of one particular intersection in a design contract that has already been awarded.

It should also be noted that the League of Wisconsin Municipalities published the following opinion regarding the use of veto power on a negative action, which is what took place on February 19th, 2024 meeting:

"Although it is not entirely clear whether the veto can be used in this situation, Wis. Stat. sec. 62.09(8) gives the mayor "veto power as to all acts of the council, except such as to which it is expressly or by necessary implication otherwise provided." While the mayoral veto is usually used with regard to affirmative legislation, occasionally it is used following a negative action. It is unclear what the legal effect of a mayoral veto is on negative legislation - whether the veto is merely an expression of the mayor's disagreement with the council's action or whether it has the effect of nullifying the council action unless the council overrides the veto."

Therefore, under the authority provided to me under Wisconsin Statutes 62.09(8)(c), I hereby veto the action of the Common Council on February 19th, 2024 which turned down the recommendation of the Board of Public Works to choose the signalized intersection design at Fourth Avenue and Business 51/Division Street. I am filing this objection with the City Clerk today.

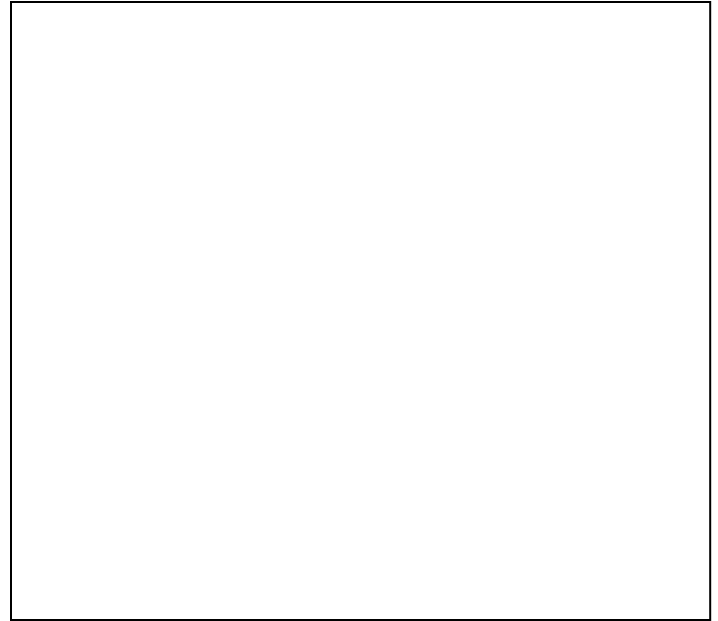
I believe the Council will have to vote and overturn this veto or reconsider the action and recommendation by the Board of Public Works on February 12th, 2024 at that following Council meeting.

As required under Wisconsin Statutes 62.09(8)(c), the Clerk shall place this veto decision on the agenda for the March 18th Common Council meeting for a potential veto override by the Common Council. A two-thirds vote of all the members of the council will be required to override this action.

Mayor Mike Wiza

This Instrument Prepared by Both Parties;
After Recording Return to:

Husch Blackwell LLP
Attn: Anthony Anzelmo
511 N Broadway, Ste. 1100
Milwaukee, WI 53202



***PAYMENT IN LIEU OF TAXES AGREEMENT
BETWEEN THE CITY OF STEVENS POINT AND MARSHFIELD CLINIC HEALTH
SYSTEM, INC.***

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “PILOT Agreement”) is entered into as of the date stated below is by and between the City of Stevens Point, a municipal corporation and political subdivision of the State of Wisconsin (the “City”), and Marshfield Clinic Health System, Inc. a Wisconsin non-stock corporation (the “Owner”). The Owner and City are hereinafter referred to collectively as the “Parties” and individually referred to interchangeably as a “Party,” as the case may be.

WITNESSETH

WHEREAS, Owner owns 18.248 acres of certain real property, which currently comprise part of tax key #s 2408-22-3400-16 and 2408-22-3400-17, and legally described in Exhibit A, (the “Property”); and

WHEREAS, Owner and City have engaged in discussions over the tax exempt status of the Property and each acknowledge that the Property may qualify for tax exempt status and also that it receives valuable government services and benefits from the City; and

WHEREAS, the discussions culminated in the filing of a lawsuit entitled *Marshfield Clinic, Inc. v. City of Stevens Point*, Portage County Case Number 23CV215 (“the Suit”); and

WHEREAS, this PILOT Agreement is intended to formalize the Owner, its successors and assigns obligations to make payments in lieu of taxes to the City in recognition of the services and benefits conferred.

Error! Unknown document property name.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Stevens Point and the Owner agree as follows:

1.0 INCORPORATION OF WHEREAS CLAUSES

- 1.1 The Parties hereby acknowledge that the above whereas clauses are part of this PILOT Agreement.

2.0 CITY SERVICES

- 1.2 **Services Provided.** The City agrees to continue to provide governmental services and benefits to the Property, similar to other similarly situated properties located within the City. Services are those typically covered by the property tax such as fire, police, EMS, street, and utility services. Nothing in this agreement shall be construed to mean the City may be in breach of this agreement should it fail to provide said services for reasons of force majeure, as described in sect. 4.7, budgetary constraints, or any other reason beyond the control of the City or City Departments. The Owner and City shall negotiate in good faith should the Owner request additional services from the City other than those that are routinely provided for similarly situated properties. Additional services shall be at the sole cost of the Owner.

3.0 TAX EXEMPTION

- 3.1 **Exempt Status.** It is the Parties' expectation pursuant to their mutual evaluations that the Property will be deemed exempt upon Owner's filing of a property tax exemption application in the defined "Term" as defined herein. Should Owner be granted tax exempt status at the Property, Owner shall then make PILOT Payments (as defined herein) to the City pursuant to this Agreement.
- 3.2 **Assessor Determination.** The City Assessor's Office may from time to time review the Property's exempt status. This may include, at the assessor's request, production by Owner of information detailing any changes in the size, use or occupancy of the building. Subject to mutual cooperation as to the production of such information, the Owner is relieved of the obligation to file an annual property tax exemption application during the term of this Agreement. If the City Assessor determines the Property or any portion thereon no longer qualifies for property tax exemption, the City shall provide notice of the determination to the Owner within a reasonable time. In the event the Property or any portion thereon no longer qualifies for tax exemption, this Agreement shall be suspended with respect to any years of the disqualification and the Owner shall continue to make property tax payments until such time the property returns to its tax exempt status. The Owner may challenge the City Assessor's determination according to the procedure set forth in Wis. Stat. § 74.35. The Owner and its successors and assigns acknowledge that if it leases, sells, or transfers the Property to another person or entity, such lease, sale, or transfer use may affect the Property's tax exempt status.

- 3.3 **Special Assessment and Charges.** The Parties understand the Property may be subject to applicable business and neighborhood improvement district assessments, special assessments, and special charges, as defined in Wis. Stat. § 74.01. Any special assessments and special charges shall be applied in the same manner as similarly situated properties within the City.

4.0 PILOT Payments

- 4.1 **Mandatory Payments.** In recognition of services and benefits as described in Sect. 1.1, beginning with the 2024 tax year, the Owner or its successors and assigns shall pay the City an annual payment in lieu of taxes (a “PILOT Payment”) by the due date, as described in Sect. 4.3, for any portion of the Property that is tax exempt. The City may use and expend the PILOT Payments in such a manner for such purposes as desired.
- 4.2 **Annual PILOT Payment.** The amount of the annual PILOT Payment shall be One Hundred Ninety Thousand Dollars and 00/100 cents (\$190,000.00).
- 3.3 **Due Date.** The Owner shall make an annual PILOT Payment, if applicable, to the City by the due date set forth below. The City shall provide Owner notice as customarily conducted for real estate property tax bills for residential properties. The Owner will satisfy the PILOT Payment in its entirety to the City before January 31 of the year following the tax year for which the payment was calculated. The first PILOT Payment for tax year 2024 will be due by January 31, 2025.
- 3.4 **Valuation Objections.** The Owner and its successors and assigns shall have the same rights to contest the assessed valuation of the Property as a taxpaying entity or owner under Wis. Stats. §§ 70.47 and 74.37.

5.0 ADDITIONAL PROVISIONS

- 5.1 **Term.** This PILOT Agreement shall run with the land and be binding upon the Owner and its successors and assigns until January 31, 2037, including the PILOT Payment for tax year 2036 that will be due by January 31, 2037.
- 5.2 **Governing Law.** This Agreement shall be construed in accordance with the Laws of the State of Wisconsin.
- 5.3 **Cooperation.** With respect to this PILOT Agreement, the Owner shall cooperate with the City and its employees by allowing inspections of the Property upon reasonable advance notice to Owner and by allowing inspections of any leases applicable to the Property and any other such documents which are necessary to determine its exempt status. Notwithstanding the foregoing, the City expressly reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspections, and information.

- 5.4 **Dismissal of Suit.** Concurrent with the execution of this PILOT agreement, the Parties agree to take necessary steps to dismiss the Suit on its merits, with prejudice, by formal stipulation.
- 5.5 **Waiver of Costs.** Each party waives all claims for costs and/or interest.
- 5.6 **Responsibility for Fees and Expenses of Attorneys and Experts.** Each party shall be solely responsible for the fees of its attorneys and experts.
- 5.7 **Exclusive Agreement and Amendments.** The parties understand and agree that this Agreement is final and binding and constitutes the complete and exclusive statement of the terms and conditions of settlement, that no representations or commitments were made by the parties to induce this Agreement other than as expressly set forth herein and that this Agreement is fully understood by the parties. This Agreement may not be modified or supplemented except by a subsequent written agreement signed by both parties.
- 5.8 **Agreement to Discuss Extension.** The Parties, by the undersigned, agree to discuss renewal of these PILOT terms on or before December 31, 2035. The discussions may be initiated by either party, but the City shall maintain the burden to initiate such discussions in the absence of prior contact by MCHS.
- 5.9 **Severability.** In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be at all affected or impaired thereby.
- 5.10 **Binding Effect.** This PILOT Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. The Owner and its successors and assigns shall include a reference to this PILOT Agreement in each future conveyance of all or any portion of the Property. The Owner shall not be liable for obligations under this Agreement with respect to the Property for any period other than during its ownership.
- 5.11 **Force Majeure.** If any Party hereto shall be materially delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of Acts of God, strikes or walk outs, unavailability of materials (including, but not limited to, global supply chain issues), failure of power, pandemic or other health emergency, riots, insurrections, terrorist acts, the act or failure to act of another party, the delay of any party engaged by the City, war or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period of such delay provided that the Party whose performance is delayed, hindered, or prevented gives prompt written notice to the other Parties and takes all reasonable actions to overcome the condition affecting its performance as expeditiously as possible. At the request of any Party hereto, authorized representatives of all of the Parties to this Agreement shall meet to discuss any condition affecting performance hereunder and potential actions that might be undertaken to overcome such conditions.

- 5.12 **Interpretation of Agreement.** The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute.
- 5.13 **Representation By Counsel; Reliance.** Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.
- 5.14 **Recording of Agreement.** This Agreement and any and all subsequent modifications thereof or additions thereto may upon being duly executed, be recorded by the City or Owner with the Register of Deeds for Portage County, Wisconsin.
- 5.15 **Use of this Agreement.** This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.
- 5.16 **No Admissions of Liability or Concerning Assessments.** This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Owner for any of the claims asserted in the Suit. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2023, January 1, 2024, January 1, 2025, January 1, 2026, January 1, 2027, January 1, 2028, January 1, 2029, January 1, 2030, January 1, 2031, January 1, 2032, January 1, 2033, January 1, 2034, January 1, 2035, January 1, 2036, or any other date nor any other admission concerning the assessment of the Property.
- 5.17 **Notice.** Any notice required under this Agreement shall be given in writing, signed by the Party giving notice, and personally delivered, e-mailed or mailed by first class mail, postage prepaid, to the Parties, and addressed as follows:

If to the City:

City of Stevens Point

Attn: _____

E-mail: _____

Address: _____

If to the Owner:

Marshfield Clinic Health System, Inc.

Attn:

E-mail: _____

Address:

With copies to:

Husch Blackwell, LLP

Attn:

E-mail: _____

Address:

Notice shall be deemed delivered, in the case of personal delivery on the date when personally delivered, or in the case of mail, on the date when said notice is deposited in the United States mail with sufficient postage to affect such delivery.

- 5.12 **Authority.** Owner represents and warrants to City that its agents executing this Agreement have been duly authorized to so execute and to cause Owner to enter this Agreement.

[Signature pages follow]

CITY OF STEVENS POINT

(Authorized Representative – City Clerk)

Personally came before me this ____ day of _____, 2023, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Portage County, Wisconsin
My commission expires _____

Dated this ____ day of _____, 2023.

**MARSHFIELD CLINIC HEALTH SYSTEM,
INC.**

STATE OF WISCONSIN)
) SS
COUNTY OF PORTAGE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Marshfield Clinic Health System, Inc and that she executed the same as the act of said entity with full authority for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2023.

Notary Public, _____ County, State of _____
My commission expires _____

Exhibit A

Legal Description of the Property

Lot One (1) & Outlot One (1) of Certified Survey Map No. 9607-41-87, as recorded in the office of the Register of Deeds for Portage County, Wisconsin in Volume 41, page 87, as Document No. 718838; being part of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Twenty-four (24) North, Range Eight (8) East, City of Stevens Point, and Township of Hull, Portage County, Wisconsin. SUBJECT to an Easement upon, across and along Outlot One (1) of Certified Survey Map No. 9607-41-87.