

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 BOARD OF PUBLIC WORKS MEETING

May 13, 2024 - 6:15 PM

(or immediately following previously scheduled meeting)

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

OR

Zoom Teleconferencing

Meeting ID: 841 6171 6292 | Passcode: 927312

By Computer: <https://us02web.zoom.us/j/84161716292?pwd=ZjVORHd5ejVmbnBpUjFPNm5lS0huUT09>

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

(A quorum of the City Council may attend this meeting)

AGENDA

Roll Call

Informational

1. Director's Report

Discussion and Possible Action

2. Discussion on ideas for possible actions to be taken on West River Drive.
3. Resolution - A request from the City of Stevens Point for a commitment to eliminate roadway fatalities as part of the Safe Streets and Roads For All (SS4A) Grant award.
4. Revision and renewal with the McDill Inland Lake Protection and Rehabilitation District regarding weed harvesting operations and equipment.

Adjourn

Meeting Rider

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, TDD # 346-1556 or by mail at 1515 Strongs Ave., Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 a.m. to 4:00p.m.

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



Public Works

Engineering Department:

Phone: 715-346-1561

Fax: 715-346-1650

Streets Department:

Phone: 715-346-1537

Fax: 715-346-1687

May 7, 2024

DIRECTOR OF PUBLIC WORKS REPORT
Scott Beduhn

1. Engineering Division

- **Country Club Drive:**
 - Nothing new to report
- **Division and Church Streets Reconstruction Project:**
 - AECOM is working to complete final designs for the North Segment (North Point Drive to Fourth Avenue) and far South Segment (South City Limits to Michigan Avenue).
- **2023 Street Improvement Project:**
 - The contractor will be returning later this month to complete a walkthrough of the project and address any warranty items.
- **2023 Road Resurfacing Project:**
 - The contractor completed a walkthrough of the project on May 9th and will be addressing identified warranty items.
 - There are several swale segments that are not adequately draining and pooling water. Staff is evaluating the subsoil conditions at each site and will be working with the residents to resolve the issue.
- **2024 Street Improvement Project (Northside):**
 - Construction is anticipated to begin on May 13th.
 - The contractor will begin at the intersection of Vincent and Sixth and will be working north towards Maria Drive.
- **2024 Street Improvement Project (Southside):**
 - Construction began on April 29th.
 - The contractor will be utilizing two utility crews to expedite the work.
 - One crew is currently working on Francis Street and Prairie Street south of Mason Street.
 - A second crew will be mobilized the week of May 13th to work on Prairie Street north of Mason Street.

- **East Park Commerce Center Badger Avenue Extension:**
 - Construction is anticipated to begin later this month. The timing of which will depend upon the installation of temporary wells for dewatering for the installation of the sanitary sewer.
 - With the amount of anticipated construction this summer, staff would like to utilize contracted services for construction observation.
 - Staff have reached the funding authorization limit and will be asking for an additional authorization to continue to plan and design improvements.
- **Forest Creek Subdivision:**
 - Construction is anticipated to begin in June with the extension of utilities from Walter Street to the proposed subdivision.
 - Construction within the proposed subdivision is expected to start later this summer after the final plat is approved.
- **Curb Gutter and Sidewalk Repair Project:**
 - Nothing new to report
- **West Zinda Bridge:**
 - AECOM is working towards final design of the bridge improvements.
- **Michigan Avenue Underpass:**
 - This project is tentatively slated for construction in 2025 pending capital budget approval. Given the specialized work related to the storm sewer system serving the underpass and the coordination needed with Canadian National for work within the railroad right of way, staff has been working with Strand Associates on a scope of work for the planning and design effort.
- **Additional Miscellaneous Projects:**
 - Engineering Staff continues working on proposed 2025 roadway projects including gathering survey data, researching right of way and preparing bidding documents.
 - Engineering staff have been working with university staff on several fronts to improve the University environment. These include:
 - Discussions in conjunction with Community Development on the future of the old Maytag lot.
 - Discussions regarding the reconstruction of Fourth Avenue through campus which is tentatively scheduled for reconstruction in 2027.
 - Staff continue to work with the Fire Department on engineering related issues for the Fire Training Facility.
 - Staff continue to work with both the Fire Department and Police Department on building-related issues, predominately roofing concerns.
 - Staff continue to work with the Utility Department on various water, sanitary and stormwater projects.

2. Streets Division

- **Continued Operations:**
 - Garbage and Recycling
 - Street Sign Compliance and replacement
 - Street Light Maintenance
 - Street Patching/Trumbull
 - Drop off Site Operations
- **Staffing:**
 - In April, our Welder/Mechanic resigned to pursue a position closer to their home. We are actively recruiting to fill this vital role within the streets department, our only current opening.
- **Public Works Week:**
 - The department will be celebrating National Public Works Week during the week of May 13th (note: the national week is May 19th through May 25th). Public Works, in collaboration with Transit and Utilities, will host fourth-grade students from the area. The objective is to educate the students about the different aspects of public works and how they contribute to and impact their community.
- **Summer Crews:**
 - In April, the streets department started its summer work schedule, adopting a four-ten schedule. Our crews are divided, with some working from 6am to 4pm, Monday through Thursday, and others working Tuesday through Friday. This plan improves efficiency by reducing start-up and clean-up time, allowing crews working 10-hour shifts to accomplish more. More importantly, it allows the department to maintain operations five days a week. Our summer crews consist of concrete, Trumbull/patching, painting, and crack filling.
- **Patching:**
 - Thanks to the mild winter, reports of potholes have been significantly low. While our patrols continue, we're using this opportunity to use the infrared patcher for a more long-lasting pothole repair. Unfortunately, in April, our 29-year-old tar kettle experienced a small fire and is now out of service. A replacement has been ordered, but until it arrives, our Trumbull crew has been reassigned to other tasks.
- **Concrete:**
 - In April, our concrete crew collaborated with the utilities department on extensive catch basin repairs on CenterPoint Drive, which involved curb work and road surface restoration. In the coming weeks, the concrete crew will focus on extensive curb and pavement rehabilitation on West Clark Street. Our goal is to extend the life of the road and provide motorists with a smoother driving surface.

- **Sweeping:**

- Our crews have finished the second full pass of the City and now working on their third pass. As we move into the summer months, we'll gradually reduce sweeping operations and reallocate personnel to other crews. However, we'll continue sweeping as necessary, aiming to complete at least one full pass of the City during summer.

- **Equipment maintenance/garage:**

- The implementation of the new fleet management system, Collective Data, is now complete, and our crews underwent training on the system in April. So far, our team is adjusting smoothly to the change. However, we are encountering some challenges with data transfer, particularly concerning inventory and work orders. Consequently, I currently lack a breakdown of this month's work orders by department.

Respectfully submitted,

Superintendent Johnson

**PORTAGE COUNTY: MULTIJURISDICTIONAL COMMITMENT TO ELIMINATE ROADWAY FATALITIES:
SAFE STREETS AND ROAD FOR ALL (SS4A) GRANT AWARD**

WHEREAS, on December 13, 2023, Portage County and its partners (City of Stevens Point and Villages of Plover, Whiting, and Park Ridge) were awarded a \$200,000 multijurisdictional (Planning and Demonstration) grant through the U.S. Department of Transportation, Safe Streets and Roads for All (SS4A) grant program under the Infrastructure Investment and Jobs Act, and;

WHEREAS, the \$200,000 grant funding provided by the U.S. DOT will cover the majority of the costs associated with the \$250,000 project proposed to holistically address roadway safety throughout the County and within its municipalities, and;

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

WHEREAS, through the SS4A grant funding, Portage County will solicit for and contract a private consulting firm to meet the three main objectives of the grant application, and;

WHEREAS, such specific objectives include the creation of a (1) Portage County Safe Streets and Roads for All (SS4A) Action Plan, (2) update the 2014 Portage County Countywide Bicycle and Pedestrian Plan as a supplemental safety plan and (3) implement a variety of Demonstration Activities throughout the County; and

WHEREAS, through achieving the goals and objectives outlined in the grant application, Portage County is taking an active role in improving roadway safety for all roadway users, and;

WHEREAS, Portage County and its residents will collaborate and establish a Task Force and sub-committee to give direction to the consulting firm as it relates to the creation of the Safe Streets and Roads for All Action Plan, updated Bicycle and Pedestrian Plan, and the implementation of demonstration activities in holistic and equitable manner, utilizing a multi-prong approach of public engagement in order to maximize community representation/feedback to ensure the three objectives meet the needs of residents, have local support, and are implementable.

NOW, THEREFORE, BY THE SIGNATURE AND ATTESTATION BELOW, that the Portage County Board of Supervisors, the Stevens Point Common Council, the Village Board of the Village of Plover, the Village Board of the Village of Whiting, and the Village Board of the Village of Park Ridge, publicly commit to eliminating roadway fatalities and serious injuries by 2045 and adopt the final Action Plan & PCCBPP after a 24-month period of performance. Goals: incrementally reduce fatalities and serious injuries over the next two decades with the goal of eliminating roadway deaths and serious injuries by 2045.

BY THE SIGNATURE AND ATTESTATION BELOW, the participating political parties approve of and are committed to the goals and objectives of the awarded grant project, pursuant to the terms of the grant application and will execute any and all documents and assurances which may be required for the purposes of the plan (Action Plan and Supplemental Safety Plan) creation processes and the implementation of such demonstration activities.

Portage County

(Date: _____)

Approved: _____
John Pavelski, County Executive

Attest: _____
Maria Davis, County Clerk

City of Stevens Point

(Date: _____)

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Village of Plover

(Date: _____)

Approved: _____
Gary Wolf, Village President

Attest: _____
Tammy Wojtalewicz, Village Clerk

Village Of Whiting

(Date: _____)

Approved: _____
Dean Curtis, Village President

Attest: _____
Annette Stashek, Village Clerk

Village of Park Ridge

(Date: _____)

Approved: _____
Steve Menzel, Village President

Attest: _____
Katie McKelvey, Village Clerk

Safe Streets and Roads for All Action Plan Components

This document is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the SS4A website for more information: <https://www.transportation.gov/SS4A>



Leadership Commitment and Goal Setting

An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

- (1) the target date for achieving zero roadway fatalities and serious injuries, OR
- (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.



Planning Structure

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.



Safety Analysis

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).

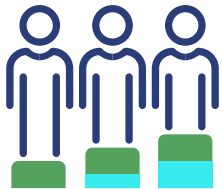


Engagement and Collaboration

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.



Safe Streets and Roads for All Action Plan Components



Equity Considerations

Plan development using inclusive and representative processes. Underserved communities* are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.



Policy and Process Changes

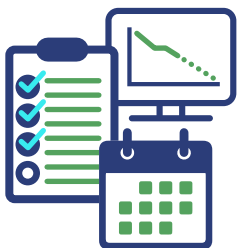
Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.



Strategy and Project Selections

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.



Progress and Transparency

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

* An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative <https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf> and the Historically Disadvantaged Community designation, which includes U.S. Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6ij>; any Tribal land; or any territory or possession of the United States.



HARVESTING EQUIPMENT LEASE

This Equipment Lease Agreement ("Agreement"), is by and between the City of Stevens Point, a Wisconsin Municipal Corporation with principal offices located at 1515 Strongs Avenue, Stevens Point, WI 54481 ("City"), and the McDill Inland Lake Protection and Rehabilitation District, a Wisconsin public inland lake protection and rehabilitation district organized under Subch. IV of Ch. 33, Wisconsin Statutes, with a mailing address of the current District President, which at the effective date of this Agreement is 3317 Della Street, Stevens Point, Wisconsin 54481, or ("District").

In consideration of the following covenants and conditions, City leases to District and District leases from City at such rate of rental and for such periods of time as are stated in such schedule or schedules, subject to the following terms and conditions:

1. DEFINITION AND LOCATION OF EQUIPMENT:

- a. The leased Equipment ("Equipment") is identified as two minimum of 7-foot-wide weed harvesters and one weed conveyer. The Equipment specifications are determined by the City. As of the effective date of this Agreement, the Equipment includes an Aquarius HM-420 model from 2001, an Aquarius HM-420 model from 2024, and a shore conveyor system from 1992.
- b. District shall operate the Equipment on McDill Pond, County of Portage, during all the Agreement term, and shall not be removed from that location without City's prior written consent.
- c. District is responsible for providing one week's notice to the City before the conclusion of the harvesting season, which shall be no later than October 20. The City will then arrange for the Equipment to be picked up and stored at the City garage during the off-season. District is also responsible for notifying the City one month before the anticipated start of the harvesting season, at which point the City will deliver the Equipment to McDill Pond. For purposes of Section 9a, the "harvesting season" shall be defined as May 1 through October 20, regardless of whether the actual harvesting operation has begun or concluded as of those dates in a given year.

2. CARE OF EQUIPMENT:

- a. District shall use the Equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, and maintenance of the Equipment. District shall use the Equipment only in a manner consistent with any instructions or recommendations from the Equipment's manufacturer. District shall use such items of Equipment only for the stated uses within this Agreement.
- b. District shall maintain records of all pre-trip inspections, including a log of Equipment greasing and lubrication, which District agrees to perform in accordance with the Equipment manufacturer's recommendations for frequency, location, and materials used for lubrication.
- c. District shall have no title to any of the Equipment and shall not encumber or otherwise pledge or use the Equipment as security for any loan or other obligation.

3. OPERATION OF EQUIPMENT:

- a. District agrees to provide, at its own and sole cost, personnel skilled in the operation of such aquatic plant harvester, shore conveyor and dump truck for the purpose of harvesting aquatic plants on McDill Pond. All operators of the dump truck shall have a valid Commercial Drivers License, Class B. All costs for fuel, oil and other expenses of operation shall be borne by the District. District further agrees to use leased Equipment in accordance with the McDill Pond Management Plan, and any associated aquatic plant management plan, as approved by the Wisconsin Department of Natural Resources.
- b. District shall ensure the Equipment is not subjected to careless or needlessly rough usage.
- c. District shall provide training and proof of training for all operators of the Equipment.

4. IDENTIFICATION OF EQUIPMENT:

- a. If at any time City supplies District with labels, plates, or other markings stating that the Equipment is owned by City, District shall affix and keep such labels, plates or other markings in a prominent place on the Equipment. District shall not alter, disfigure, or cover up any such marks of identification displayed on the Equipment.

5. ALTERATIONS TO EQUIPMENT:

- a. District agrees that it will make no alterations in or to the Equipment without obtaining prior written permission from City.

6. MAINTENANCE AND REPAIR:

- a. District shall appoint a designated liaison who will report Equipment repair requests to the City Stock Clerk during regular stockroom business hours. The methods and timing of repairs will be at the discretion of the City, with a commitment to expedite repairs promptly.
- b. District agrees to keep the Equipment in good repair and operating condition, allowing for reasonable wear and tear. District agrees to pay all expenses of routine maintenance and repairs of \$X,X00.00 or less to keep the leased Equipment in good operating condition. City agrees to pay for repairs greater than \$X,X00.00 not caused by the negligence or carelessness of the District or the District's employees. Expenses for repairs shall include labor, material, parts, and similar items.

7. CITY'S RIGHT OF INSPECTION:

- a. City shall have the right at any time, during District's normal business hours, to enter the premises occupied by the Equipment and shall be given free access to and afforded necessary facilities for the purpose of inspecting the Equipment.

8. RETURN OF EQUIPMENT:

- a. In the event this Agreement is terminated, District shall arrange for the return of the Equipment to the City within 30 days of such termination.

9. TERMINATION NOT FOR CAUSE:

- a. Either party, if not in default in any obligation under this Agreement, may terminate this Agreement for any reason upon 30 days written notice to the other party, except that such notice of termination not for cause is only effective during the period outside the harvesting season as defined in Section 1c.

10. ACCEPTANCE OF EQUIPMENT:

- a. Upon receipt of the Equipment at the start of the harvesting season, District shall immediately inspect the Equipment and notify City in writing of any material changes to the condition of the Equipment the District has reason to believe occurred during the period of time the Equipment was in storage within City facilities. If City receives no such written notice within ten days after delivery of any item of Equipment, District will be conclusively presumed to have accepted the Equipment and that no material change in the Equipment's condition occurred during such period of time.

11. LIABILITY AND INDEMNITY FOR PERSONAL INJURIES

- a. All persons operating the Equipment for harvesting operations shall be employees of the District. Nothing contained in this Agreement or in any communications associated with this Agreement shall be construed to create an employee/employer relationship between the City and any person operating the Equipment for harvesting purposes. District assumes liability for injury, disability, and death of workers and other persons caused by operating and handling the Equipment during the term of this Agreement. District shall maintain a liability insurance policy providing coverage for its use of the Equipment in an amount of at least \$1,500,000.00 (one and one half million dollars) and provide a certificate of insurance to the City before delivery of the Equipment each year. Such insurance policy shall name the City as an additional insured. District shall indemnify, defend, and hold harmless the City and its officers, employees, insurers, and officials from any and all claims, suits, losses, and damages arising out of District's use of the Equipment.
- b. Nothing contained within this Agreement is intended to be a waiver or estoppels of the City or its insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05.

12. CONTRACTORS EQUIPMENT INSURANCE

- a. City, at all times, shall maintain contractors equipment insurance on the harvesting Equipment. The City agrees to contact its insurance carrier to obtain a waiver of subrogation rights by its insurer for any loss to the aquatic plant harvesting Equipment. District agrees to pay one half of the deductible in the event a claim is made from an incident while the Equipment was under the operation, or while in the possession, of the District.

13. FEES

- a. City shall pay all license and registration fees related to the Equipment.

14. EVENTS CONSTITUTING DEFAULT

- a. The following events shall constitute default under this lease:
 - i. The nonperformance by District of any obligation arising under this lease that is not cured within 30 days after written notice from City.

15. CITY'S RIGHT TO PREVENT DEFAULT

- a. Should District fail to make any payment or perform any act as provided in this lease, City shall have the right, but not the obligation, without notice to or demand on District, and without releasing District from any obligation, to make or do the same. All expenses so incurred by City shall be, without demand, immediately due and payable by District and shall bear interest at the rate of ten percent (10%) per annum until paid.

16. CITY'S RIGHTS ON DEFAULT

- a. On the occurrence of any of the events defined in Section 14 as constituting default, or any other event which constitutes default, City may do the following without notice to or demand on District:
 - i. Take possession of the Equipment and lease any portion of it, for such period and such amount, and to such persons, as City shall elect, and apply the proceeds of any such leasing, after deducting all costs and expenses incurred in connection with the recovery, repair, storage, and renting of the Equipment, in payment of the amounts and other obligations due from District to City under this lease, District remaining responsible or any deficiency.

17. OWNERSHIP OF EQUIPMENT

- a. Title to the Equipment shall at all times remain with the City unless transferred to District by sale, and District shall have only the right to retain the possession of such Equipment pursuant to the conditions of this lease. District shall give City immediate notice of any claim, levy, lien, or legal process against the Equipment.

18. ASSIGNMENT

- a. District shall not assign this lease or any Equipment leased under the lease, or any interest in this lease or Equipment, without City's prior written consent. District shall not sublet the Equipment, or any item of it, without City's prior written consent.
- b. City may assign this lease or any rights under this lease without District's consent; but City shall not, because of any such assignment, be excused from performing any of its obligations and duties under this lease.

19. TERMINATION OF LEASE

- a. This lease will continue in force until terminated pursuant to the provisions contained herein. Upon termination of this lease the Equipment shall be returned to the City in a good state of repair. Nothing contained herein shall condition or preclude the District from purchasing the Equipment from the City. Any such purchase shall be pursuant to such terms as are mutually agreed upon at the time of sale.

20. WARRANTIES

- a. City makes no warranties, expressed or implied, as to the condition of the Equipment leased, and assumes no responsibility for its condition.

21. NOTICES

- a. Any notice to be given under this lease shall be mailed to the party to be notified at the address set forth at the beginning of this lease, by registered or certified mail with postage prepaid, and shall be deemed given when so mailed.
- b. In witness whereof, each party has caused this agreement to be executed on the date indicated below.

EXECUTION:

In witness thereof we have executed the foregoing instrument this ____ day of _____, 2024.

For City:

By: _____

Date: _____

Mike Wiza, Mayor

For District:

By: _____

Date: _____

Name: _____

Title: _____