

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**

**May 20, 2024
7:00 PM**

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

OR

Zoom Teleconferencing

Meeting ID: 820 4665 5341 | Passcode: 131324

By Computer: [Zoom Link](#)

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

Agenda

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.
4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.
5. Presentation to the Mayor and Council: American Legion Auxiliary Poppy Princess Katelyn McDowell.

Consideration and Possible Action on the Following:

6. Consent Agenda:
 - a. Minutes of the Common Council Meeting of April 15, 2024 and Special Common Council Meeting of April 16, 2024.
 - b. Actions of the Police and Fire Commission meeting of May 7, 2024:
 5. Approval of Minutes.
 6. Confirmation of Bills.
 7. Discussion, with possible action, to approve overlapping the number of Officers to 47 in anticipation of retirements and resignations. (In compliance with policy 5.04(1)(b).
- The relative rank in positions of officers of the department shall be as numerically designated per the Chief of Police and shall consist of no more than 49 sworn personnel to include one Chief of Police.)
 8. Support to apply for BOTS (Bureau of Transportation Safety) grant.

10. Discussion, with possible action, to approve Probationary Firefighter/Paramedic Bryanna Windsor and Madeline Avery to the position of Firefighter/Paramedic with the completion of their probation effective May 7, 2024, and May 15, 2024.
- c. Actions of the Park Commission meeting of May 1, 2024:
 2. Approval of April 3, 2024 meeting minutes.
 3. Lease agreement with Golden Sands Resource Conservation and Development Council, Inc. for the Stevens Point Area Neighborhood Garden located at Cornell & West Whitney Avenue.
 4. Boys and Girls Club landscaping extension and lease amendment for Goerke Park.
 6. Director's Report.
 7. Election of officers: President and Vice President of the Park Commission.
 - d. Minutes and Actions of the Plan Commission meeting of May 6, 2024:
 2. Report of the April 1, 2024 meeting of the City Plan Commission.
 7. Consideration of a hammerhead design for the Walker Street reconstruction project.
 8. Consideration of road alterations for the segment of Prairie Street between Bliss Avenue and Mason Street, with retention of City right-of-way.
 9. Consideration on the extension of public utilities for the development of the Forest Creek Subdivision.
 10. Director's Report.
 - e. Actions of the Board of Water and Sewerage Commissioners meeting of May 13, 2024:
 2. Approval of minutes.
 3. Approval of department claims.
 6. City works upgrade.
 8. Scope of services with Donohue & Associates for UV and clarifier engineering work.
 9. Fine screen repair expenses.
 10. Review and resolution on 2023 Compliance Maintenance Annual Report.
 13. 2023 MS4 Annual Report.
 - f. Actions of the Airport Commission meeting of May 13, 2024:
 2. Approval of minutes.
 3. Approval of department claims.
 - g. Actions of the Transportation Commission of May 13, 2024:
 2. Approval of the March 12, 2024 minutes.
 3. Approval of the March 2024 and April 2024 Financial/Claims Reports.
 4. Review of the proposed 2024-2026 transit collective bargaining agreement.
 - h. Minutes and Actions of the Personnel Committee meeting of May 13, 2024.
 - i. Minutes of the Special Board of Public Works of May 7, 2024 and Minutes and Actions of the Board of Public Works of May 13, 2024:
 2. Discussion on ideas for possible actions to be taken on West River Drive.
 - j. Minutes and Actions of the Public Policy and General Government meeting of May 13, 2024:
 2. License List.
 3. Request to Hold Event/Street Closing.
 - k. Minutes and Actions of the Finance Committee meeting of May 13, 2024:

2. Designation of the official newspaper for City publications.
 4. Approval of modification of the annual transfer amount from the General Fund to the Capital Projects Fund.
 5. Request from the City of Stevens Point to sell the property at 4213 Simonis Street.
 6. Awarding bid for the razing of 1200 Main Street.
 7. Authorization of professional services for improvements in the East Park Commerce Center (EPCC).
 8. Approval of Claims Paid.
- I. Statutory Monthly Financial Report by Comptroller/Treasurer.
- m. Mayoral Appointments:
 - Nena Fisher to the Bicycle and Pedestrian Street Safety Commission for a 3-year term expiring on 04-30-2027.
 - Supplemental Poll Workers.
7. Resolution - A request from Bailey Voigt, representing St. Peter Parish, for a sign variance to install a freestanding sign exceeding maximum height requirements on the property located at 800 Fourth Avenue (Parcel ID 281240829302701), consistent with Ch. 25.14.
 8. Resolution - A request from the City of Stevens Point for a preliminary subdivision plat review of a planned subdivision on the property located at 5498 Golla Road (Parcel ID 281240826400500), consistent with Ch. 20.05(1).
 9. A request from the City of Stevens Point to grant an electric underground easement to the Wisconsin Public Service Corporation for the property located at 601 Mason Street (Parcel ID 281230805200016).
 10. Resolution - A request from the City of Stevens Point to enter into a joint resolution aspiring to eliminate roadway deaths and serious injuries.
 11. Ratification to approve 2024-2026 collective bargaining agreement with Stevens Point City Central Transportation Employees, Local 309, AFSCME, AFL-CIO.
 12. 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.
 13. Revision and renewal with the McDill Inland Lake Protection and Rehabilitation District regarding weed harvesting operations and equipment.
 14. Project #24-12 - To award the Well No. 12 Drilling Project to Municipal Well and Pump for an amount not to exceed \$407,770.00.
 15. Resolution – Establishing Alternate In-person Absentee Voting Location.
 16. Disallowance of Claim-Lindsey Johnson-Struck in head with hockey puck at the Willett Arena.
 17. Adjournment.

RMC – Revised Municipal Code

Persons who wish to address the Common Council may make a statement as long as it pertains to a **specific** agenda item. Persons who wish to speak on an agenda item will be limited to a five (5) minute presentation. Any person who wishes to address the Common Council on a matter which is not on the agenda will be given a maximum of three (3) minutes and the time strictly

enforced under the item, "Persons who wish to address the mayor and council on non-agenda items." Individuals should not expect to engage in discussion with members of the City Council and City staff.

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

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

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

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

**April 15, 2024
7:00 PM**

OR

Zoom Teleconferencing

1. Roll Call.

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

Others Present: Mayor Wiza, Clerk Yenter, Director Kremer, C/T Ladick, Director Kernosky, Attorney Beveridge, Chief Moody, Forester Ernster, Director Lemke, Chief Kussow, H/R Manager Frasch, Director Beduhn, Brandi Makuski - MetroWire.

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.

Gil Kvatek, 216 West Pleasant Street, spoke about the traffic on the west side in regard to vehicles speeding.

Lynette Kvatek, 216 West Pleasant Street, asked for attention to be focused on increasing pedestrian safety on West River Drive.

Jake Wievel, 1941 West River Drive, the nephew of Herb Wievel, spoke about pedestrian safety on West River Drive.

Mike Schimke, 440 West Trillium Court, reiterated the thoughts of his neighbors and his hope for increased consideration of pedestrian safety.

Jackie Schimke, 440 West Trillium Court, spoke about the increase in speeders and vehicles "trying to beat the train." She requested the community work with them and come up with immediate temporary solutions, such as placement of speed bumps, as well as long-term studies for solutions.

Eric Olson, 2025 West River Drive, spoke about pedestrians recently being hit by vehicles in the city, and speed being an issue. He asked for leadership from the city to acknowledge and address the problem and design issues in the streets.

Jess Sherman, 2048 West Zinda Drive, spoke about the tragedy of Herb Wievel being hit on West River Drive and requested improvements, including speed bumps and continued monitoring of the roads for pedestrian safety.

Sandy Medin, 2101 West River Drive, requested a focus on speed and safety in the area.

Dave Medin, 2101 West River Drive, spoke about how much foot traffic there is in the West River Drive area and urged everyone to work together to come up with a solution.

Consideration and Possible Action on the Following:

5. Consent Agenda:

- a. **Minutes of the Common Council Meeting of March 18, 2024.**
- b. **Actions of the Police and Fire Commission meeting of April 4, 2024:**
 2. **Approval of Minutes.**
 3. **Confirmation of Bills.**
 4. **Officer Jadon Solis off probation April 1st, 2024.**
 5. **Approval of the 2023 Stevens Point Police Department Annual Report to be published.**
 7. **Discussion, with possible action, to approve A/C Gemza to attend a National EMS Summit being held in Tucson, AZ.**
 8. **After-Action Report on the December 30th incident by City Emergency Management.**
- c. **Actions of the Park Commission meeting of April 3, 2024:**
 2. **Approval of February 7, 2024 meeting minutes.**
 3. **Request from Alderperson Kneebone to discuss extending Walker Street through park land to Old Wausau Road.**
 4. **Director's Report.**
- d. **Minutes and Actions of the Plan Commission meeting of April 1, 2024:**
 2. **Report of the March 4, 2024 meeting of the City Plan Commission.**
 7. **Director's Report.**
- e. **Minutes and Actions of the Personnel Committee meeting of April 8, 2024:**
 2. **Request for Out of State Travel for A/C Gemza to attend a National EMS Summit being held in Tucson, AZ.**
- f. **Minutes and Actions of the Board of Public Works meeting of April 8, 2024.**
- g. **Minutes and Actions of the Public Policy and General Government meeting of April 8, 2024:**
 2. **License List.**
 3. **Request to Hold Event/Street Closing.**
- h. **Minutes and Actions of the Finance Committee meeting of April 8, 2024:**
 2. **Approval of modifications to the relocation assistance program for former Edgewater Manor residents.**
 4. **Approval of request to reallocate capital project funds and to add an additional \$25,000 in capital project funding in order to complete the roofing projects for Fire Station #2 and the Public Works Garage.**
 5. **Approval of the State Municipal Agreement from the State of Wisconsin DOT to participate with WisDOT to repave HWY 66 between West Gates Drive and West Karner Street.**
 6. **Approval of agreements with AECOM for the final design of Business 51.**
 7. **Approval of funding for the construction of a proposed subdivision at 5498 Golla Road.**
 8. **Approval of Claims Paid.**

i. Statutory Monthly Financial Report by Comptroller/Treasurer.

The following is the motion and vote on item 5c.

Josh Chappel, 324 Walker Street, said he is concerned that if Walker Street is extended through Old Wausau Road that it would create disruption to the neighborhood.

Ald. Shuda moved, Ald. Plaisance seconded, to approve the hammerhead design subject to Plan Commission approval.

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

Ald. Keymer moved, Ald. Kneebone seconded, to approve the consent agenda.

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

6. Resolution - A request from Wayne Bushman, representing Sunrise Pointe Ventures, LLC, for a conditional use permit to construct self-service storage buildings on the property located at 5001 Joerns Drive (Parcel ID 281230802200042), consistent with Ch. 23.01(14)(f).

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

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

7. Resolution - A request from the City of Stevens Point to dedicate an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829300305) for right-of-way purposes.

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

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

8. **Resolution - A request from Michael More, representing R A Cook & J I Altenburg Cooperative, to designate the property located at 2041 Madison Street (Parcel ID 281240832403709) as a local historic site, consistent with Ch. 22.06(1).**

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

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

9. **Ordinance Amendment - A request from the City of Stevens Point to amend Chapter 22, Historic Preservation and Design Review Ordinance, of the Revised Municipal Code of the City of Stevens Point. Said amendment amends Section 22.05(7) as it relates to demolition by neglect.**

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

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

10. **Project #24-01 - To award the Northside Streets Improvements Project to Integrity Grading and Excavating, Inc. out of Schofield, WI in an amount not to exceed \$8,190,065.93.**

Ald. Morrow moved, Ald. Fishler seconded, to approve the bid subject to Plan Commission review.

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

11. **Project #24-02 - To award the 2024 Southside Streets Improvements Project to A-1 Excavating LLC out of Bloomer, WI in an amount not to exceed \$3,329,944.60.**

Ald. Christianson moved, Ald. Shorr seconded, to approve the bid subject to Plan Commission review if necessary.

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

12. **Project #24-07 - To award the 2024 Public Works Garage Roofing Project to Maurer Roofing out of Marshfield, WI in an amount not to exceed \$222,690.60.**

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

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

13. **Project #24-08 - To award the 2024 Fire Station 2 Roofing Project to Modern Builders out of Janesville, IA in an amount not to exceed \$354,748.38.**

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

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

14. Project #24-11 - To award the 2024 Forest Creek Subdivision Project to A-1 Excavating LLC out of Bloomer, WI in an amount not to exceed \$3,256,634.40.

Cheryl Pavelec-Marti, 326 Brilowski Road N, wants more information on the pro forma of the entire project and to be assured that the city fully understands the impact and the costs concerned with developing the residential project. She wants to ensure that taxpayers will not assume additional costs.

Ernie Neuenfeldt, 601 North Maple Bluff Court, urges the Alderpersons to vote "no" until they have an approved plot.

Ald. Kneebone moved, Ald. Morrow seconded, to approve the bid subject to Plan Commission review.

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

15. Preliminary Resolution for the 2024 Street Improvement - Northside Project.

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

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

16. Resolution - Authorization to apply for a Wisconsin Department of Natural Resources Urban Forestry Grant.

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

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

17. Recognition and parting comments from outgoing Alderpersons Shorr, Plaisance, and Fishler.

Ald. Shorr, Ald. Plaisance, and Ald. Fishler presented their parting comments and received plaques of recognition.

18. Adjournment.

Adjourned at 9:00 p.m.

**City of Stevens Point
Re-Organization of the Common Council Minutes**

April 16, 2024 - 5:00 PM

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

1. Roll Call.

Present: Ald. Christianson, Keymer, Broderick, Birr, Steinmetz, Kneebone, Lang, Buse, Morrow.

Excused: Ald. Guthrie, Shuda.

Others Present: Mayor Wiza, Clerk Yenter, C/T Ladick, City Attorney Beveridge, Police Chief Kussow.

Consideration and Possible Action on the Following:

2. Mayoral appointments to various Boards and Commissions.

Committee/ Commission/Board	Appointee	Term	Expires
Administrative Appeals Board	Ald. Ginger Keymer	Aldermanic Term	4/21/2025
Administrative Appeals Board	Ald. Mary Kneebone	Aldermanic Term	4/21/2025
Administrative Appeals Board	Ald. Dean Shuda	Aldermanic Term	4/21/2025
Affirmative Action/Fair Housing	Ald. Jacqui Guthrie	2 years	4/30/2026
Airport Commission	Anna Haines	5 years	4/30/2029
Bicycle-Pedestrian Street Safety Commission	Ald. Jacqui Guthrie	Aldermanic Term	4/21/2026
Bicycle-Pedestrian Street Safety Commission	Lawrence Leviton	3 years	4/30/2027

Bicycle-Pedestrian Street Safety Commission	Karalyn Peterson	3 years	4/30/2027
Board of Park Commissioners	Ald. Ginger Keymer	3 years	5/3/2027
Board of Park Commissioners	Ald. Lara Broderick	3 years	5/3/2027
Board of Park Commissioners	Ald. Dustin Buse	3 years	5/3/2027
Board of Park Commissioners	Shaun Przybylski	3 years	5/3/2027
Board of Park Commissioners	Wayne Sorenson	3 years	5/3/2027
Board of Park Commissioners	Liz McDonald	3 years	5/3/2027
Board of Review	Fred Steffen	5 years	4/30/2029
Deer Management Committee	John Okonek	1 year	4/30/2025
Deer Management Committee	Mike Bialas	1 year	4/30/2025
Deer Management Committee	Jon Greendeer	1 year	4/30/2025
Historical Preservation/Design Review Commission	Barry Calnan	3 years	4/30/2026
Historical Preservation/Design Review Commission	Carole Molepske	3 years	4/30/2026
Library Board Liaison	Ald. Sam Lang	1 year	4/30/2025
Local Emergency Planning Committee	Justin Malin	1 year	4/30/2025
Municipal Court Oversight Committee	Mayor Mike Wiza	2 years	4/30/2026
Municipal Court Oversight Committee	Ald. Shaun Morrow	2 years	4/30/2026
Municipal Court Oversight Committee	Ald. Jacqui Guthrie	2 years	4/30/2026
City Plan Commission	Mayor Mike Wiza	3 years	4/30/2027
City Plan Commission	Ald. Mary Kneebone	3 years	4/30/2027
City Plan Commission	Doug Miskowiak	3 years	4/30/2027

City Plan Commission	Matthew Rice	3 years	4/30/2027
Police and Fire Commission	Jason Behrendt	5 years	4/30/2029
Police and Fire Commission	Ald. Mary Kneebone	Ald. Liaison - 1 year	4/30/2025
Solid Waste Management Board	Mayor Mike Wiza	3 years	4/15/2027
Tourism Commission	Tom Schrader	1 year	4/30/2025
Tourism Commission	Mike Disher	1 year	4/30/2025
Tourism Commission	Michelle Sedlak	1 year	4/30/2025
Tourism Commission	Carie Winn	1 year	4/30/2025
Transportation Commission	Ald. Dean Shuda	1 year	4/30/2025
Transportation Commission	Ald. Allison Birr	1 year	4/30/2025
Transportation Commission	Nichole Lysne	3 years	4/30/2027
Weed Commissioner	Mark Kordus	1 year	4/30/2025
Zoning Board of Appeals	Gracia Day	3 years	4/30/2027
Zoning Board of Appeals	Lynn Markham	3 years	4/30/2027

Ald. Morrow moved, Ald. Christianson seconded, to approve the list of appointments.

Call for the vote: Ayes: Christianson, Keymer, Broderick, Birr, Steinmetz, Kneebone, Lang, Buse, Morrow.

Nays: None. Motion carried.

3. Mayoral appointments of Council members to Standing Committees.

Board of Public Works	
Mayor Mike Wiza - Recommended Chair	Ginger Keymer
Chris Tiffany	Dean Shuda
Mary Kneebone	Dustin Buse
Shaun Morrow	
Personnel Committee	

Mary Kneebone - Chair	Jacqui Guthrie
Lara Broderick - Vice-Chair	Dale Steinmetz
Sam Lang	
Finance Committee	
Marc Christianson - Chair	Ginger Keymer
Shaun Morrow - Vice-Chair	Lara Broderick
Dean Shuda	
Public Policy and General Government Committee	
Ginger Keymer - Chair	Dale Steinmetz
Allison Birr - Vice-Chair	Dustin Buse
Sam Lang	

Ald. Christianson moved, Ald. Keymer seconded, to approve the appointee list as presented.

Call for the vote: Ayes: Morrow, Buse, Lang, Kneebone, Steinmetz, Birr, Broderick, Keymer, Christianson.
Nays: None. Motion Carried.

4. Nominations and election of Council President.

Ald. Lang nominated Ald. Christianson for Council President.

As there were no further nominations, Mayor Wiza declared he would accept a motion to close nominations and cast a unanimous ballot for Ald. Christianson.

Ald. Kneebone moved, Ald. Morrow seconded, to elect Ald. Christianson by unanimous ballot.

Calls for the vote: Ayes: Ald. Christianson, Keymer, Broderick, Birr, Steinmetz, Kneebone, Lang, Buse, Morrow.
Nays: None. Motion carried.

Ald. Christianson was elected as Council President.

5. Recess until after the Special Public Policy and General Government Committee, Special Personnel Committee and Special Finance Committee Meetings.

Mayor Wiza declared council in recess until Special Public Policy and General Government, Special Personnel, and Special Finance Committees have selected their chairs and vice-chairs.

6. Reconvene to consider the actions of the Committees listed above.

The Council reconvened at 5:11 p.m. to consider the actions of the committees.

Public Policy and General Government:

Chair: Ald. Keymer

Vice-Chair: Ald. Birr

Personnel:

Chair: Ald. Kneebone

Vice-Chair: Ald. Broderick

Finance:

Chair: Ald. Christianson

Vice-Chair: Ald. Morrow

Ald. Christianson moved, Ald. Morrow seconded, to approve the minutes and actions of the committees listed above.

Call for the vote: Ayes: Morrow, Buse, Lang, Kneebone, Steinmetz, Birr, Broderick,
Keymer, Christianson.

Nays: None. Motion carried.

7. Adjournment.

Adjourned at 5:12 p.m.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF MAY 7, 2024**

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

Also Present: Police Chief Kussow, Fire Chief Moody, Ast. Chief Rottier, Ast. Chief Gemza, Ast. Chief Zvara, Division Chief Sinner, Division Chief Ewing, Records Bureau Supervisor Tork, FF/PM Bryana Windsor, FF/PM Madeline Avery, Alderperson Kneebone, Alderperson Shuda

- 2. Introduction of Commissioner Jason Behrendt.**

- 3. Election of Commission President and Secretary.**

- **Following the election, the President will appoint liaisons to the Police Department and Fire Department.**

Commissioner Ostrowski nominated Commissioner Kirschling as Commission President, seconded by Commissioner Zenner.

Ayes, all; nays, none. Motion carried.

Commissioner Kirschling nominated Commissioner Ostrowski as Commission Secretary, seconded by Commissioner Mrozek.

Ayes, all; nays, none. Motion carried.

Commissioner Kirschling appointed Commissioner Zenner as liaison to the Police Department and Commissioner Mrozek as liaison to the Fire Department.

- 4. President's Report**

- 5. Approval of Minutes**

Commissioner Ostrowski moved, seconded by Commissioner Mrozek, to approve the minutes of the April 2024 meeting as presented.

Ayes, all; nays, none. Motion carried.

6. Confirmation of Bills

Commissioner Ostrowski moved, seconded by Commissioner Kirschling, to approve the confirmation of the April 2024 bills.

Ayes, all; nays, none. Motion carried.

7. Discussion, with possible action, to approve overlapping the number of Officers to 47 in anticipation of retirements and resignations. (In compliance with policy 5.04(1)(b) - *The relative rank in positions of officers of the department shall be as numerically designated per the Chief of Police and shall consist of no more than 49 sworn personnel to include one Chief of Police.*)

Commissioner Mrozek moved, seconded by Commissioner Zenner.

Ayes, all; nays, none. Motion carried.

8. Support to apply for BOTS (Bureau of Transportation Safety) grant.

Commissioner Zenner moved, seconded by Commissioner Ostrowski.

Ayes, all; nays, none. Motion carried.

9. Police Chief's Report

Commissioner Ostrowski moved, seconded by Commissioner Mrozek, to approve the Police Chief's Report and place it on file for April 2024.

Ayes, all; nays, none. Motion carried.

10. Discussion, with possible action, to approve Probationary Firefighter/Paramedics Bryanna Windsor and Madeline Avery to the position of Firefighter/Paramedic with the completion of their probation effective May 7, 2024, and May 15, 2024.

Commissioner Zenner moved, seconded by Commissioner Mrozek, to approve Bryanna Windsor from Probationary to Permanent status.

Ayes, all; nays, none. Motion carried.

Commissioner Zenner moved, seconded by Commissioner Ostrowski, to approve Madeline Avery from Probationary to Permanent status.

Ayes, all; nays, none. Motion carried.

11. Presentation of the 2023 Annual Report for the Stevens Point Fire Department.

12. Fire Report/EMS Report/EM Report

Commissioner Zenner moved, seconded by Commissioner Ostrowski, to approve the Fire/EMS/EM Report and place it on file for April 2024.

Ayes, all; nays, none. Motion carried.

13. Adjournment.

The meeting adjourned at 2:59 p.m.

REGULAR MEETING MINUTES

Board of Park Commissioners

May 1, 2024 - 6:30 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

OR

[Zoom Teleconferencing](#)

Meeting ID: 838 6111 7420 | Passcode: 664891

By Computer: [Join](#)

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

Discussion and Possible Action on:

1. Roll Call.

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

Also Present: Peter Gebhardt, Kevin Quevillon, Anne Hylla, Steven McKay

2. Approval of April 3, 2024 meeting minutes

Motion to approve by Winn, second by Okonek, passed 11-0.

3. Lease agreement with Golden Sands Resource Conservation and Development Council, Inc. for the Stevens Point Area Neighborhood Garden located at Cornell & West Whitney Avenue

Motion to approve agreement as presented by Disher, second by Okonek; passed 11-0.

4. Boys and Girls Club landscaping extension and lease amendment for Goerke Park

Motion to approve amendment as presented by Glodosky, second by McDonald; passed 11-0.

5. Recreation division report presented by Recreation Superintendent, Anne Hylla.

No action.

6. Director's Report

- Scott Halvorsen last day was April 19. Scott provided 24 years of service to the city.
- The newest member of our department begins May 13, Rebecca Danczyk. Hired as a park technician
- Seramur Park Pavilion construction update
- Groholski Park construction update
- 40th anniversary of Riverfront Rendezvous

No action.

7. Election of officers: President and Vice President of the Park Commission

Motion to approve the nomination of John Okonek for president by McDonald, second by Alder Buse; passed 11-0. Motion to approve the nomination of Wayne Sorenson for vice president by McDonald, second by Okonek; passed 11-0.

8. Adjournment.

Motion to adjourn by Disher, second by Sorenson; meeting adjourned at 7:03 pm.



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.

Members

- Mayor Wiza
- Alderperson Kneebone
- Commissioner Arntsen
- Commissioner Beacom
- Commissioner Miskowiak
- Commissioner Rice
- Commissioner Schuler

MINUTES

CITY PLAN COMMISSION

Date May 6, 2024
and 6:00 PM
Time:

Location:

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 895 5229 0403

Passcode: 693069

By Computer:

<https://us02web.zoom.us/j/89552290403?pwd=Y2hpK0J3M1RPbUpiNFd2S2F>

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

Opening Section:

1. Roll Call
 - Call to Order: 6:00PM
 - Present: Mayor Wiza, Alderperson Kneebone, Beacom, Miskowiak, Rice, Arnsten
 - Absent: Schuler

Discussion and Possible Action on:

2. Report of the April 1, 2024 meeting of the City Plan Commission.
 - Notes:
 - Motion: Arnsten moves approval of the report included.
 - Second: Rice seconds.
 - Discussion: None
 - Vote: Unanimous approval
3. Public Hearing and action on a request from Zach Brocken, representing North Reserve Property Group LLC, for a conditional use permit to construct five single-family homes on an unaddressed parcel bounded by Reserve Street North and Bluebell Lane (Parcel ID 281240820140150), consistent with Ch. 23.01(14)(f) & Ch. 23.02(1)(g)(16)(f).
 - Notes: Zoning Administrator Kuhn presents background information on the request. Single-family residential construction in B-4 zoning requires conditional use permit. Staff recommends approval. Rice requests additional information on the project regarding ownership of the parcels following the construction.
 - Public Hearing:
 - Ron Aufdermauer, 2224 Michigan Ave., requests clarification on setbacks and the roofline of the proposed buildings; speaks opposed to the project, citing need to address site drainage concerns. Requests delay in approval for revisions to be public.
 - John Schliecker, 1909 Bluebell Ln., shares concerns about the proposed development, including: loss of privacy from new development/residents, pets within the senior village, speeding vehicles within the senior village, and the proposed refuge structure.
 - Zach Brocken, applicant, shares additional information regarding the preliminary site plan, including movement of the structures north and individual trash receptacles at each home.
 - Jack Meckler, 1927 Lilac Ln., requests additional information on tenancy, maintenance of the properties, the design of the homes, lot size requirements, and parking requirements.
 - Raymond Cal, 1233 Maria Dr., property owner of a property within Harmony

Village, speaks opposed to the proposal citing: the density of the proposed project is lower than that of Harmony Village; turnaround for fire prevention is not included; concern about the maintenance of fences; confusion about language in the proposal regarding duplexes instead of single-family homes.

- Bill St. John, 2016 Bluebell Ln., requests clarification regarding the future dedication of Bluebell Ln and whether or not it would be a City street, and if there could be future access from these homes to Bluebell Ln.
 - Response to public hearing: Mayor Wiza, A. Kuhn respond to questions and concerns of residents. Wiza advises returning the request to staff for revisions.
 - Motion: Kneebone moves to return the request to staff for clarification.
 - Second: Arnsten seconds.
 - Discussion from commissioners: Arnsten requests additional clarification on the drainage issue referenced by residents and comments from Commissioner Rice, hoping to see the applicant clarifies ownership intentions of the homes. Beacom references the high need for single family homes in the community.
 - Vote: Unanimous approval.
4. A request from Bailey Voigt, representing St Peter Parish, for a sign variance to install a freestanding sign exceeding maximum height requirements on the property located at 800 Fourth Avenue (Parcel ID 281240829302701), consistent with Ch. 25.14.
- Notes: A. Kuhn presents background information regarding the request. Recommends approval. Gary Glodoski, from St. Peter's Parish, shares intent of the monument.
 - Motion: Arnsten moves approval as recommended.
 - Second: Beacom seconds.
 - Discussion: None.
 - Vote: Unanimous approval.
5. A request from the City of Stevens Point for a preliminary subdivision plat review of a planned subdivision on the property located at 5498 Golla Road (Parcel ID 281240826400500), consistent with Ch. 20.05(1).
- Notes: Mayor Wiza presents information regarding staff adjustments to the subdivision plat to be reviewed. R. Kernosky adds that all key issues were addressed, including reduction in density, driveway access on Golla Rd., pedestrian pathway along the north bank of Lost Creek, and outlots for creek maintenance and pedestrian pathways. Staff recommends approval of the plat to common council.
 - Dave Wilz, 1909 Mary's Dr., shares concerns regarding the 'unresolved drainage easement' and the density of the residential lots is not comparable to the residential density of the Town of Hull.
 - Nick Somers, 292 Maple Bluff Rd., reads correspondence between his attorney and R. Kernosky, reiterating request to increase the size of the outlots bordering Lost Creek, and clarity of easements on property records.
 - Mike Splinter, 1475 Torun Rd., speaks in opposition to the subdivision plat,

requesting that the 'experiment' be reduced to a smaller parcel of land.

- Jim DeWeerd, 5364 Duncan Dr., speaks in opposition to the project citing the development costs of the project and the public displeasure of the subdivision plat.
- Jim Anderson, 305 Maple Bluff Rd., speaks in opposition to the project citing density concerns compared to other neighborhoods, that the proposed subdivision plat is more dense, and the cost of infrastructure may not be appropriate.
- Gail Gollon, 5662 Crescent View Dr, speaks in opposition to the project citing the density of the subdivision and potential increases in traffic.
- Amy Anderson, 319 Maple Bluff Rd., speaks in opposition to the subdivision plat citing the connection between Evelyn Ct and Maple Bluff Rd is unsafe.
- Diane Somers, 292 Maple Bluff Rd., speaks in opposition to the subdivision plat citing concerns about pedestrian safety of trail users.
- Kurt Groholski, 5881 Rainbow Dr., speaks in opposition to the project citing the need to protect the drainage easement.
- Ralph Danke, Amber Ave, speaks in opposition to the subdivision plat citing that the lots are not acceptable, not conforming to the neighborhood,
- Steve Brilowski, Brilowski Rd., speaks in opposition to the subdivision plat, citing that the plat does not fit the neighborhood.
- Dayna Van Order, 420 Maple Bluff Rd., speaks in opposition to the subdivision plat, referencing the removal of trees, the potential impact of the subdivision on school services, and traffic impact on Town of Hull roads.
- Joe Arnold, 712 S. Maple Bluff Ct., speaks in opposition to the subdivision plat, citing concerns of the housing density and its impact on traffic and pedestrian safety.
- Jeff Salewski, 225 Brilowski Rd., speaks in opposition to the subdivision plat citing previously mentioned traffic safety concerns and that residential density does not match the area.
- Karen Hannon, 465 Brilowski Rd. N, requests additional information on planned park space.
- Monica Heizman, 8570 Greenway Blvd, Middleton WI (online), owner of plat north of the proposed subdivision, requests information about the necessity of a culvert at the north end of Joe St and shares gratitude for green space included, and hope to see Lost Creek preserved as much as possible.
- Further discussion: M. Wiza addresses concerns presented during public comment. Beacom requests purchase date of the property, information of the extension of Evelyn Ct to Maple Bluff Rd; R. Kernosky answers.
- Motion: Beacom moves approval of the preliminary plat as presented.
- Second: Miskowiak seconds.

- Discussion: Kneebone responds to pedestrian safety and the size of lots presents options to purchasers, and support of constituents; Arnsten inquires about the frequency of drainage maintenance and shares concerns of the trail adjacent to the creek, and references need to address pedestrian safety; Rice responds to residential concerns presented, commends staff; Kneebone adds that conservation is being performed in the area as well; Arnsten references Kneebone's comments regarding purchasing options as a highly positive aspect of the subdivision plat.
 - Vote: Unanimous approval.
6. A request from the City of Stevens Point to grant an electric underground easement to the Wisconsin Public Service Corporation for the property located at 601 Mason Street (Parcel ID 281230805200016).
- Notes: R. Kernosky presents background information on the request. Recommends approval as presented. Wiza requests clarification regarding the request and if the project is a pressing issue. Kernosky affirms that it is indeed pressing.
 - Motion: Arnsten moves approval as presented.
 - Second: Kneebone seconds.
 - Discussion: None
 - Vote: Unanimous approval.
7. Consideration of a hammerhead design for the Walker Street reconstruction project.
- Notes: M. Wiza presents background information regarding the proper process for review and approval of all projects required by state statute. Arnsten requests additional information as to whether certain projects need to be approved or only reviewed. Atty. Beveridge clarifies that additional details will be provided in future
 - Motion: Kneebone moves approval of the design as presented.
 - Second: Rice seconds.
 - Discussion: Kneebone shares that the design was presented as the option with the least damage to the landscape; Arnsten commends staff for the consideration of the preservation; Miskowiak requests clarification on the project material and future connectivity to neighboring streets.
 - Vote: Unanimous approval.
8. Consideration of road alterations for the segment of Prairie Street between Bliss Avenue and Mason Street, with retention of City right-of-way.
- Notes: M. Wiza reiterates the need to bring this project before Plan Commission.
 - Motion: Arnsten moves approval.
 - Second: Beacom seconds.
 - Discussion: None.
 - Vote: Unanimous approval.

9. Consideration on the extension of public utilities for the development of the Forest Creek Subdivision.
 - Notes: M. Wiza reiterates the need to bring before Plan Commission. R. Kernosky presents background information regarding the extension of public utilities, and that the sewer and water mains are sized appropriately south of the potential subdivision. Arnsten requests clarification on need for stormwater management as it is not presented in the request; Director Lemke explains that non-traditional stormwater management frequently used in new areas of the City would also be applicable to the subdivision.
 - Motion: Beacom moves approval as presented.
 - Second: Arnsten seconds.
 - Discussion: Rice requests clarification on type of sewer; Lemke explains that it would be a gravity-fed system.
 - Vote: Unanimous approval.
10. Director's Report.
 - Notes: R. Kernosky delivers director's report, including an update on Shopko demolition, Downtown Targeted Area Master Plan, request from the Portage County Business Park for assistance to establish a business improvement district.

Closing Section:

11. Adjourn: Adjournment at 8:01PM

**City of Stevens Point
Board of Water and Sewerage Commissioners
May 13, 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, Mae Nachman, and Ray Schmidt

ALSO PRESENT: Joel Lemke, Jennifer Schmeiser, Eric Southworth, Shane Kohnen, Jason Draheim, Ald. Lang and Jaime Zdroik

EXCUSED ABSENCE: Carl Rasmussen and Anna Haines

2. Approval of Minutes

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the March 11, 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 months of March and April as audited and read.

Ayes all. Nays none. Motion carried.

4. Water Supply and Distribution Reports - Eric Southworth

Eric stated last week the annual hydrant flushing was completed. Everything went well with flushing. There were a couple of dirty water calls, a couple of hydrants broken/repaired and one water main break. Our leak detection services will come in next week to see if there are any leaks in our system.

5. Award of contract 24-12, Well No. 12 Drilling - Joel Lemke

Strand Associates, the engineer for the project, recommends proceeding with awarding the contract to Municipal Well and Pump. Joel explained that we only received one bid.

Motion made by Ray Schmidt, seconded by Mae Nachman to award the low bid for contract 24-12 Well No. 12 Drilling to Municipal Well and Pump for an amount not to exceed \$407,770.00 which includes the 15% contingency fee.

Ayes all. Nays none. Motion carried.

6. Cityworks Upgrade - Joel Lemke/Eric Southworth

Joel stated this item was originally included in 2023 Capital Operations and Maintenance Plan but it was not completed in 2023. Therefore, it was not included on the 2024 Capital Operations and Maintenance Plan. We are requesting the CO&M be revised to include a \$16,000 line item for software upgrades. This would be for upgrading the software for our work order management and inventory control.

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the request to add \$16,000.00 to the 2024 Capital Operations and Maintenance Plan for the purpose of upgrading our work order management and our inventory control system.

Ayes all. Nays none. Motion carried.

7. Sewage Treatment Operations Report - Chris Lefebvre

Joel stated all permit levels were met for the months of March and April.

8. Scope of services with Donohue & Associates for UV and clarifier engineering work - Joel Lemke/Chris Lefebvre

Joel explained that we have several things going on that will need engineering services. There are four big tasks listed in Part 1 of the Scope of Services; two lift stations, UV disinfection system and final clarifiers.

Motion made by Ray Schmidt, seconded by Mae Nachman to approve the scope of services with Donohue & Associates for liftstation, UV and clarifier engineering work in an amount not to exceed \$99,900.

Ayes all. Nays none. Motion carried.

9. Fine screen repair expenses - Joel Lemke/Chris Lefebvre

Joel explained what the fine screens do in the WWTP process. These were originally installed in 2005.

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the purchase of the replacement parts for the fine screen repair in an amount not to exceed \$34,060.00.

Ayes all. Nays none. Motion carried.

10. Review and resolution on 2023 Compliance Maintenance Annual Report - Chris Lefebvre/Joel Lemke

Joel explained this is an annual report. The final grade sheet was provided to the Commission in the packet. The final grade was an A.

Motion made by Ray Schmidt, seconded by Mae Nachman to approve the 2023 Compliance Maintenance Annual Report.

Ayes all. Nays none. Motion carried.

11. Construction and Maintenance Report - Shane Kohnen

Shane stated the Collection crew continued to cut, jet and televise as scheduled. Since concrete crews/asphalt plants are running again the Storm crew has made several catch basin/manhole repairs. They finished up on some of last year's restoration projects. The Pine Bluff project is now complete. The Water crew has repaired a couple of water main breaks and broken hydrants. The south side project is underway and the north side projects will start in a couple of weeks.

12. Rain garden reports - Joel Lemke/Shane Kohnen

Joel stated Recycling Connections does public education and outreach with regard to solid waste. So we decided to work with them. Public Education and Outreach is part of our MS4 Permit. Letters were sent to school to see if they would be interested in the program. More schools were interested than they originally thought would be, so they are doing two a year for three years. Included in the packets were the reports from the schools that participated in 2023, Ben Franklin Junior High and Spash.

13. 2023 MS4 Annual Report - Joel Lemke/Shane Kohnen

Joel stated this is our annual report for stormwater.

Motion made by Ray Schmidt, seconded by Mae Nachman to approve the 2023 MS4 Annual Report.

Ayes all. Nays none. Motion carried.

14. Directors Report - Joel Lemke

Joel stated the closing for the property on Simonis Street is scheduled for later this month. With the sale, it puts our total investment in the property needed for Well 12 at approximately \$150,000. They are working on easements for the pipes/driveway to connect Well 12 and Well 4 and have access to the property.

Public Works Day will be held at the Water Garage tomorrow. Shane and Eric will be working with 4th grade students. The Streets and Transit Departments are also involved.

Joel stated that the UWSP Forestry class discussed and presented on our Brilowski Property. They will give a formal proposal for forest management of the property.

15. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:34PM

REPORT TO THE APRIL 8, 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of March 1, 2024

\$ 7,211,481.49

Bank deposits recorded in March 2024

\$ 573,186.25

\$ 7,784,667.74

CHECKS ISSUED MARCH 2024:

58756	Mae Nachman	Salary	62.35
58763	AnSer	After hours answering service	140.00
58765	Central States H & W Fund	Health Insurance Premiums	34,188.66
58766	City Of Stevens Point	Employee deductions, retirement, fuel, salt usage, 2023	556,663.43
		Street Improvement Project	
58767	Clark Dietz	Professional Services 2024 Street Improvements	9,809.50
58768	CORE & MAIN LP	Inventory	15,479.45
58771	Ferguson Waterworks #1476	Meter couplings	726.80
58772	H&S Protection Systems Inc	Replace five panel & detectors	3,710.00
58773	Metal Crafters Inc	Galvanized nipples	309.40
58774	NAPA	Jumping jacks	29.95
58775	Petty Cash	Postage, Training - per diems/food	73.50
58776	Roberts Irrigation Company Inc	Garage Maintenance	99.18
58777	Teamsters Union Local 662	Union Dues	1,685.00
58781	CORE & MAIN LP	Inventory	30.00
58782	EBI	Office Furniture	3,678.43
58786	Idexx Laboratories Inc	Lab supplies	1,538.64
58787	Knight Barry Title Services	Refund Check 002457-000, 1016 Park St.	60.88
58790	SJE	Test meter & filter cell replace	5,737.72
58791	Smith Filter Corp	Replacement furnace filters	1,581.06
58792	Springbrook Holding Company LLC	Civic Pay Transaction Fee	428.00
58797	WI State Laboratory of Hygiene	Fluoride Testing, solids certificaton	29.00
58798	Wolter, Inc.	Shelving-garage	3,338.94
58799	Community Foundation of Central WI	Employee contribution	10.00
58800	Dobberstein Law Firm LLC	Garnishment	378.33
58801	United Way of Portage County	United Way	51.00
58803	Stevens Point Airport	Work done for Airport	194.89
58804	Aramark	Rug service	46.82
58805	Aspirus Medical Group, Inc.	Wellness Program, Random drug & alcohol testing	287.00
58809	City Of Stevens Point	2023 IT Benefits	6,929.20
58811	CORE & MAIN LP	Parts	49.96
58813	Dakota Electric Services Inc	Maintenance of outside office lights, Electrical repairs & hook up fire alarm	1,144.65
58814	Division of Unemployment Insurance	Unemployment Claims	99.51
58815	Duraclean	Carpet cleaning in office	636.72
58816	Employee Resource Center	EAP Fees - February & March	87.60
58819	INFOSEND INC	Statement & notice processing	2,524.75
58822	Metal Crafters Inc	Parts for dump truck repair	76.08
58824	Northern Lake Services Inc	Drinking water required testing	60.00
58826	Mastercard	Parts & fuel, supplies, tools, dropbox subscription	1,724.52
58828	Reinders Inc	Lawn seed	747.00
58829	Rogan's Shoes	Shelly Solstice- Boots	125.00
58830	Diana Rutta	Refund Check 007361-000, 2172 Strongs Ave.	35.46
58832	Strand Associates Inc	Professional Services Well #12 & Water Treatment Facility	2,908.70
58833	Aspirus Medical Group, Inc.	Wellness program	34.00
58836	Ferguson Waterworks #1476	Meter Couplings	1,228.11
58842	Hawkins Inc	Chemicals	4,288.64
58844	Metron-Farnier LLC	Meters	6,072.38
58846	Teamsters Union Local 662	Union Dues	1,821.00
58847	Mastercard	AWS For GIS Server, Supplies, PPE, Retirement Gift, Radio Parts, Tools	1,039.46
58849	James Meshak	Salary	232.18
58850	Community Foundation of Central WI	Employee contribution	10.00
58851	Dobberstein Law Firm LLC	Garnishment	396.04

58852	United Way of Portage County	United Way	37.00	
58854	AnSer	After Hours Answering Service	140.00	
58855	Aramark	Rug Service	46.82	
58856	Central States H & W Fund	Health Insurance Premiums	62,035.84	
58857	City Of Stevens Point	Workers Comp Insurance Premiums	2,351.44	
58858	CORE & MAIN LP	Inventory	2,481.73	
58859	Dakota Electric Services Inc	Add outlets to work bench	2,076.32	
58860	Dakota Supply Group	Inventory	1,087.36	
58863	First Supply LLC -Plover	Inventory	373.59	
58864	Heartland Business Systems, LLC	Managed Services	211.24	
58865	Jamar Company	Troubleshoot Furnace Issue & Install Control Board,	4,533.17	
		Troubleshoot Alarm System		
58866	Roger Kieliszewski	Uniform reimb/jeans	126.58	
58868	Martelle Water Treatment	Aquadeue - Chemicals	7,661.29	
58869	Metal Crafters Inc	Galvanized Steel Pipes	74.19	
58874	Wolter, Inc.	Corrugated Steel Decking & Supplies	2,322.36	
	Revenue Bond Loan Payment	Revenue Bond Loan Payment	745,488.87	
	Civic Payments	Processing Fees	1,128.86	
	WPS	Utility Charges	24,078.85	
	Payroll	Payroll	44,257.65	
	IRS PR Tax	Payroll Taxes - Federal	57,426.52	
	DOR PR Tax	Payroll Taxes - State	11,970.24	
	Verizon Cell & iPad Charges	Phone & iPad Charges	949.93	
	DOR Garnishment	Garnishment	9.90	
	HRA Admin Fees	Renewal & Admin Fees	44.00	
	TOTAL EXPENSES LISTED		<u>\$ 1,643,552.64</u>	<u>\$ 1,643,552.64</u>
	BALANCE ON HAND MARCH 31, 2024			
		Balance on Hand	\$ 6,141,115.10	
		Payroll processed in Feb for March	\$ 45,880.26	
		Plus uncleared checks	\$ 89,593.20	
		Less checks previously written clearing this month	<u>\$ (49,897.31)</u>	
		Ending Cash Balance matching Bank Statements	\$ 6,226,691.25	
		Less Restricted Funds	\$ (1,142,664.81)	
		Cash on Hand	\$ 5,084,026.44	

REPORT TO THE MAY 13, 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of April 1, 2024

\$ 5,911,839.02

Bank deposits recorded in April 2024

\$ 1,068,689.90

\$ 6,980,528.92

CHECKS ISSUED APRIL 2024:

58876	Employee Resource Center	April EAP Fees	48.45
58877	First Supply LLC -Plover	Nipples	36.16
58879	Hitek Equipment Inc.	Mini Paver	17,833.34
58880	LK Trailers LLC	Equipment for paver	3,883.34
58883	The Sherwin-Williams Co	Paint - Well 11	93.58
58885	Springbrook Holding Company LLC	Civic Pay Transaction Fee	510.00
58886	Vestis	Rugs	46.82
58887	Aspirus Medical Group, Inc.	Wellness Program, Pre-employment Test J. Slowinski	226.50
58889	Baker Tilly Virchow Krause LLP	2023 Audit	3,597.28
58890	City Of Stevens Point	Insurance, fuel & employee deductions	33,532.74
58891	Corpro Co Inc	Inspection of water tower	1,920.00
58892	Ferguson Waterworks #1476	Replacement radios	2,100.00
58894	Hawkins Inc	Chemicals	3,075.27
58896	Star Kaquatosh	Refund Check 037447-000, 1939 Wood St.	136.37
58899	Staab Construction Corp	Raw meter testing - Well 11	3,300.00
58900	WI State Laboratory of Hygiene	Fluoride testing	29.00
58901	James Meshak	Salary	606.27
58902	Mae Nachman	Salary	62.35
58903	Community Foundation of Central WI	Employee Contribution	10.00
58905	United Way Of Portage County	United Way	51.00
58906	Anderson O'Brien LLP	Slomann Property Purchase Fees	2,450.50
58907	Avineon, Inc.	GIS Support	730.00
58909	Central States H & W Fund	Health Insurance Buy In-J Slowinski	1,855.20
58910	Complete Control Inc.	Troubleshoot air unit program	1,638.00
58911	Dolce Digital Imaging	Meter cards	161.00
58913	John Fabick Tractor Co	Parts for back hoe	155.57
58915	Petty Cash	Postage, mileage, employee anniversary & retirement	242.90
58916	SEH INC	Final invoice for AT&T upgrade	287.25
58917	Seiler Instrument & Mfg	GPS Unit	12,578.02
58918	The Sherwin-Williams Co	Paint-Well 11	295.56
58919	Teamsters Union Local 662	Union dues	1,877.00
58921	Wolter, Inc.	Forklift repairs, Utility Garage-floor sweeper	600.89
58922	Mark Zalewski	Jean allowance	126.58
58923	Aramark	Uniforms	544.48
58925	Batteries Plus LLC	Batteries	33.12
58926	City Of Stevens Point	Insurance, retirement, fuel, employee deductions	61,475.69
58927	Hawkins Inc	Chemicals	3,214.77
58928	Heartland Business Systems, LLC	Failed drivers, technical support	1,743.48
58932	muGrid Analytics LLC	Solar Monitoring Services	300.00
58935	Mastercard	Parts, Software renewal - Cityworks, supplies, uniforms	1,944.73
58936	Strand Associates Inc	Professional Services 2024 Street Improvements, Professional Services - Well #12 Water Treatment Facility	18,074.52
58937	Mada Custom Apparel	Uniforms	216.10
58938	Aramark	Zip up fleece - Joel	29.98
58940	Kamstrup Water Metering LLC	Meter Software	954.98
58941	Joel Lemke	Reimbursement DC Conference -Hotel	1,608.17
58942	Metron-Farnier LLC	Meters, Shipping	41,217.63
58944	Olsen Safety Equipment Corp	Confined Space Meter	1,098.25
58945	SJE	Well 8 Scada Programming	467.54
58946	Strand Associates Inc	Professional Services 2024 Street Improvements	26,267.50
58947	James Meshak	Salary	981.69
58948	AnSer	After hours answering service	140.00

58949	Vestis	Rugs	46.82		
58951	Ferguson Waterworks #1476	Oil & parts	700.00		
58952	First Supply LLC -Plover	Sharkbite Coupling	29.39		
58953	H&S Protection Systems Inc	Update Alarm Panel	62.50		
58956	Star Business Machines	Qtrly copier maintenance charge	261.78		
58957	Mastercard	AWS Services, Flushing parts, Zoom & Amazon Web Services, fix door locks, anniversary lunch, travel expenses for conference, supplies & training	2,297.68		
58958	Community Foundation of Central WI	Employee Contribution	10.00		
58959	United Way Of Portage County	United Way	51.00		
58961	AL-CHROMA	Crackmaster Supreme/Direct Fire 30#	76.00		
58962	Central Door Solutions, LLC	Overhead garage door repairs	199.50		
58963	City Of Stevens Point	2023 Street Improvement & Resurfacing, December 2023 Billing/Heartland, November 2023 Monthly Billing, Rocket Cyber Subscription Dec 2023, Electronic HP Hardware Support, Adobe License Renewal, Rocket Cyber Sept 2023 Backup capacity, Exagrid Support & Maint 5 Years	75,630.46		
58964	CORE & MAIN LP	Tools & supplies	1,610.91		
58965	Kelsey Dewolfe	Refund Check 039098-000, 924 Songbird Ln Unit J6	56.80		
58967	Ferguson Waterworks #1476	Hydrant flow tests	95.52		
58968	ID Card Group	ID Badges	205.67		
58973	Northern Properties JCJ LLC	Refund Check 040489-000, 3716 Doolittle Drive	14.81		
58975	City Of Stevens Point	2022 Revenue Bond, Workers Comp	95,141.41		
58976	Multi Media Channels, LLC	Flushing Notices	17.17		
	Revenue Bond Loan Payment	Revenue Bond Loan Payment	145,000.00		
	Civic Payments	Processing Fees	1,481.51		
	WPS	Utility Charges	23,440.00		
	Payroll	Payroll	35,005.29		
	IRS PR Tax	Payroll Taxes - Federal	36,202.09		
	DOR PR Tax	Payroll Taxes - State	7,554.16		
	Verizon Cell & iPad Charges	Phone & iPad Charges	580.29		
	DOR Garnishment	Garnishment	9.90		
	HRA Admin Fees	Renewal & Admin Fees	30.00		
	TOTAL EXPENSES LISTED		\$ 680,220.23	\$	680,220.23
	BALANCE ON HAND APRIL 30, 2024				
		Balance on Hand		\$	6,300,308.69
		Plus uncleared checks		\$	177,646.28
		Less checks previously written clearing this month		\$	(89,128.06)
		Ending Cash Balance matching Bank Statements		\$	6,388,826.91
		Less Restricted Funds		\$	(1,142,612.66)
		Cash on Hand		\$	5,246,214.25

REPORT TO THE APRIL 8, 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of March 1, 2024
Bank Deposits recorded in March 2024

\$	8,765,966.26
\$	361,385.17
\$	9,127,351.43

CHECKS ISSUED IN MARCH 2024:

58764	CDW Government	Phone for Shelly	290.46
58765	Central States H & W Fund	Health Insurance Premiums	17,275.98
58766	City Of Stevens Point	2023 Street Improvement Project, Employee deductions, retirement, fuel, salt usage	458,899.68
58769	Dakota Electric Services Inc	Electrical repairs	944.57
58775	Petty Cash	Training - per diems/food	54.00
58778	Wood Street Rental LLC	Lift rental	367.65
58779	Airgas USA, LLC	Nitrogen	495.00
58780	Cooper Oil Company Inc	Oil	113.00
58782	EBI	Office Furniture	3,678.43
58783	Grainger	Angle Grinder	99.00
58784	Hach Company	Lab supplies	519.10
58785	Harter's Fox Valley Disposal	Dumpster service	675.44
58787	Knight Barry Title Services	Refund Check 002457-000, 1016 Park St.	54.80
58788	NCL of Wisconsin Inc	Chemicals	478.57
58789	PBBS Equipment Corp	Repair flamm failure on boiler	56.19
58792	Springbrook Holding Company LLC	Civic Pay Transaction Fee	428.00
58793	The Lubrizol Corporation	Thermal Oil	5,489.23
58794	USA Blue Book	Supplies	582.94
58795	UW Stevens Point	Intern Wages	2,150.96
58796	Waste Mangmt of WI-MN	Sludge hauling	1,342.00
58797	WI State Laboratory of Hygiene	Solids certification	57.00
58804	Aramark	Rug service & laundry	207.19
58805	Aspirus Medical Group, Inc.	Wellness Program, Random drug & alcohol testing	214.50
58806	AT&T	Phone Charges	44.98
58807	Badger Plastic & Supply Inc	Water tank repair	90.00
58808	Central States H & W Fund	Health Insurance Premiums - Solstice	568.60
58809	City Of Stevens Point	2023 IT Benefits	6,929.19
58812	Cummins Sales & Service	Generator maintenance	2,427.38
58814	Division of Unemployment Insurance	Unemployment Claims	99.51
58816	Employee Resource Center	EAP Fees - February & March	58.40
58817	Grainger	ORP handheld	264.85
58818	Hawkins Inc	Chemicals	639.45
58820	Johnson Controls Fire Protection LP	Biosolids Bldg Annual Alarm Monitoring	749.32
58823	NCL of Wisconsin Inc	Chemicals, lab supplies	1,148.15
58825	PBBS Equipment Corp	Digester boiler controls repair	12,160.00
58827	Portage Co Treasurer	Bulb recycling	45.10
58833	Aspirus Medical Group, Inc.	Pre-employment testing, Wellness Program	384.00
58834	Bond Trust Services Corp	2022 Revenue Bond Principal & Interest Payment REF 341160, Agent Fee 2022 Revenue Bods Ref: 86704-PA	156,856.25
58835	Cummins Sales & Service	Generator Maintenance	1,825.98
58838	Cummins Sales & Service	Replace cooling system on Park Dr lift station	8,636.13
58839	Grainger	Miniature Bayonet	36.50
58841	Hach Company	Lab Supplies	337.55
58843	McMaster-Carr Supply Co	Supplies	322.44
58845	Pace Analytical Services Inc	1st Quarter Mercury Samples	530.00
58847	Mastercard	Supplies, AWS for GIS server, Tools & desk supplies-Shelly, televising supplies, IT pipes, Seminar costs	3,585.89
58853	Advance Auto Parts	Tools	12.61
58855	Aramark	Rug Service & Laundry	207.19
58856	Central States H & W Fund	Health Insurance Premiums	9,447.22
58857	City Of Stevens Point	Workers Comp Insurance Premiums	1,604.12
58861	Dorner Company	Diaphragm Valves	5,040.00
58862	Fastenal Company	Parts for Flush Truck	11.81
58864	Heartland Business Systems, LLC	Managed Services	211.24
58867	MacQueen Equipment	Televising Equip. for Truck #7	970.99
58870	NAPA	Parts for Vac Truck	17.69
58871	Northway Communications Inc	Radio Equip for Truck #12	799.81
58872	Olsen Safety Equipment Corp	Sensor for Gas Meter	271.57
	Revenue Bond	Revenue Bond Payment	1,269,224.51

HRA	HRA Admin Fee	30.00	
Verizon Charges	Verizon Charges	1,466.51	
WPS Utility Charges	Gas & Electric	25,023.37	
Sewer Payroll	Payroll	94,691.05	
Payroll Taxes	Payroll Taxes	5,972.19	
TOTAL OF EXPENSES LISTED		<u>\$ 2,107,215.24</u>	<u>\$ 2,107,215.24</u>
BALANCE ON HAND MARCH 31, 2024			<u>\$ 7,020,136.19</u>
	Balance on Hand		<u>\$ 7,020,136.19</u>
	Plus uncleared checks		<u>\$ 22,266.55</u>
	Less checks previously written clearing this month		<u>\$ (56,543.33)</u>
	Ending Cash Balance matching Bank Statements		<u><u>\$ 6,985,859.41</u></u>
		<u>Less Restricted Balance</u>	\$ (560,237.01)
		TOTAL	\$ 6,425,622.40

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

REPORT TO THE MAY 13, 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of April 1, 2024
Bank Deposits recorded in April 2024

\$	7,020,136.19
\$	705,295.84
\$	7,725,432.03

CHECKS ISSUED IN APRIL 2024:

58875	Badger Laboratories, Inc.	Nitrate sampling	52.00
58876	Employee Resource Center	April EAP Fees	28.50
58878	Grainger	Gas skid connector	65.31
58879	Hitek Equipment Inc.	Mini Paver	17,833.33
58880	LK Trailers LLC	Equipment for paver	3,883.33
58881	McMaster-Carr Supply Co	Shaker boot	137.40
58882	Daniel & Cathleen Morey	Repair damaged sewer lateral that was not marked	120.00
58884	SJE	Troubleshoot flow meter	919.50
58885	Springbrook Holding Company LLC	Civic Pay Transaction Fee	510.00
58886	Vestis	Rug & laundry services	207.19
58887	Aspirus Medical Group, Inc.	Wellness Program	154.00
58888	Auto Xtras, LLC	Truck #12 Accessories	2,075.93
58889	Baker Tilly Virchow Krause LLP	2023 Audit	2,656.81
58890	City Of Stevens Point	Insurance, fuel & employee deductions	40,806.49
58893	Harter's Fox Valley Disposal	Dumpster Service	675.44
58895	Ingersoll Rand Co	Muffler	852.00
58896	Star Kaquatosh	Refund Check 037447-000, 1939 Wood St.	135.21
58898	PBBS Equipment Corp	Repair thermal oil heater	2,881.44
58907	Avineon, Inc.	GIS Support	730.00
58908	Batteries Plus LLC	UPS Batteries	214.00
58911	Dolce Digital Imaging	Business cards-Shelly Solstice	50.00
58912	J & W Instruments Inc	Flow meter head	1,810.00
58914	NCL of Wisconsin Inc	Chemicals	697.62
58917	Seiler Instrument & Mfg	GPS Unit	12,578.02
58920	UW Stevens Point	Intern Wages	1,137.70
58921	Wolter, Inc.	Forklift repairs, Utility Garage floor sweeper	600.89
58922	Mark Zalewski	CDL Renewal	75.48
58924	AT&T	Phone charges	44.98
58926	City Of Stevens Point	Insurance, retirement, fuel, employee deductions	9,807.67
58928	Heartland Business Systems, LLC	Technical Support, failed drivers	1,743.42
58929	Ingersoll Rand Co	Mufflers for plant air compressor	650.25
58930	Chris Lefebvre	Mileage for Wisconsin Dells/Madison	268.00
58934	Olsen Safety Equipment Corp	Supplies	812.91
58935	Mastercard	Supplies - Shelly, parts for televising truck	601.17
58936	Strand Associates Inc	Professional Services 2024 Street Improvements	3,858.34
58937	Mada Custom Apparel	Uniforms	326.45
58939	Dorner Company	Check Valve	1,022.01
58943	NCL of Wisconsin Inc	Chemicals	449.03
58946	Strand Associates Inc	Professional Services 2024 Street Improvements	13,133.75
58949	Vestis	Rugs & laundry services	207.19
58950	Dakota Electric Services Inc	Install inlets at two lift stations	715.00
58954	Hawkins Inc	Chemicals	632.10
58955	Ingersoll Rand Co	Valve	377.27
58957	Mastercard	AWS Services, supplies, truck #7 supplies, training & replace mailbox, training expenses	3,227.33
58960	Airgas USA, LLC	Nitrogen	1,962.64
58963	City Of Stevens Point	2023 Street Improvement & Resurfacing, Adobe License Renewal, December 2023 Billing/Heartland, Rocket Cyber Sept 2023, Backup capacity, Exagrid Support & Maint 5 Years, November 2023 Monthly Billing, Rocket Cyber Sub Dec 2023	62,288.53
58965	Kelsey Dewolf	Refund Check 039098-000, 924 Songbird Ln Unit J6	64.31
58966	Endustra Filter Manufacturers	Replacement filter	312.00
58968	ID Card Group	ID Badges	205.67
58969	L&S Electric Inc.	Flanges & supplies	506.50
58970	Labconco Corporation	Seal for lab dishwasher	49.64
58971	MacQueen Equipment	Televising Equipment	1,081.85
58972	Mulcahy Shaw Water Inc	Supplies	3,454.51
58973	Northern Properties JCJ LLC	Refund Check 040489-000, 3716 Doolittle Dr.	15.16
58975	City Of Stevens Point	2019 Revenue Bond, Workers Comp	28,239.24
	Civic Pay	Fees	1,481.50

Revenue Bond	Revenue Bond Payment	270,000.00	
HRA	HRA Admin Fee	30.00	
Verizon Charges	Verizon Charges	376.10	
WPS Utility Charges	Gas & Electric	19,311.20	
Sewer Payroll	Payroll	63,140.06	
Payroll Taxes	Payroll Taxes	3,940.55	
TOTAL OF EXPENSES LISTED		<u>\$ 586,223.92</u>	<u>\$ 586,223.92</u>
BALANCE ON HAND APRIL 30, 2024			<u>\$ 7,139,208.11</u>
	Balance on Hand		<u>\$ 7,139,208.11</u>
	Plus uncleared checks		<u>\$ 102,390.38</u>
	Less checks previously written clearing this month		<u>\$ (22,230.14)</u>
	Ending Cash Balance matching Bank Statements		<u><u>\$ 7,219,368.35</u></u>
		<u>Less Restricted Balance</u>	\$ (5,610,207.18)
		TOTAL	\$ 1,609,161.17

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

REPORT TO THE APRIL 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

STORM WATER DEPARTMENT

FINANCES:

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

\$ 3,678,824.50
\$ 112,346.69
\$ 3,791,171.19

CHECKS ISSUED MARCH 2024:

58765	Central States H & W Fund	Health Insurance Premiums	10,541.76	
58766	City Of Stevens Point	Employee deductions, retirement, fuel, salt usage, 2023 Street Improvement Project	467,796.60	
58770	Fastenal Company	Supplies	0.63	
58775	Petty Cash	Training - per diems/food	81.00	
58792	Springbrook Holding Company LLC	Civic Pay Transaction Fee	428.00	
58805	Aspirus Medical Group, Inc.	Wellness Program, random drug & alcohol testing	177.50	
58809	City Of Stevens Point	2023 IT Benefits	6,929.19	
58814	Division of Unemployment Insurance	Unemployment Claims	99.51	
58816	Employee Resource Center	EAP Fees - February/March	29.20	
58821	Brad Kucharzak	CDL Testing	314.24	
58826	Mastercard	Training - Jason, supplies	282.05	
58831	Dr. Francesco Sciarrone	Refund Check 024169-000, 968 Main St.	63.37	
58833	Aspirus Medical Group, Inc.	Wellness program	34.00	
58834	Bond Trust Services Corp	2019 Storm Revenue Bond Principal & Interest Payment REF 335110, Revenue Bond -Paying Agent Fee -REF 86703-PA, 2021 Revenue Bond Principal & Interest Payment	310,250.00	
58837	Strand Associates Inc	Professional Services - 2023 FEMA BRIC Grant Subapplication	1,220.00	
58847	Mastercard	Hotel - Brad K, DNR Training, pump parts, AWS for GIS server	1,041.03	
58856	Central States H & W Fund	Health Insurance Premiums	8,867.94	
58857	City Of Stevens Point	Workers Comp Insurance Premiums	905.78	
58864	Heartland Business Systems, LLC	Managed Services	211.24	
58873	Robert Podach	Refund Check 006423-000, 2901-03 Kozy St.	64.12	
	Verizon	iPad & cell phone charges	504.75	
	Payroll	Payroll	33,349.34	
	IRS	Payroll Taxes	3,152.56	
	WPS	Monthly Utility Charges	416.07	
TOTAL OF EXPENSES LISTED			\$ 846,759.88	\$ 846,759.88
BALANCE ON HAND MARCH 31, 2024				\$ 2,944,411.31
			Balance on Hand	\$ 2,944,411.31
			Plus checks written after the end of this month	
			Plus uncleared checks	\$ 11,162.20
			Less checks previously written clearing this month	\$ (8,682.90)
Ending Cash Balance matching Bank Statements				\$ 2,946,890.61

REPORT TO THE MAY 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

STORM WATER DEPARTMENT

FINANCES:

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

\$	2,944,411.31
\$	275,369.88
\$	3,219,781.19

CHECKS ISSUED APRIL 2024:

58876	Employee Resource Center	April EAP Fees	14.25	
58879	Hitek Equipment Inc.	Mini Paver	17,833.33	
58880	LK Trailers LLC	Equipment for paver	3,883.33	
58885	Springbrook Holding Company LLC	Civic Pay Transaction Fee	510.00	
58887	Aspirus Medical Group, Inc.	Wellness Program	154.00	
58889	Baker Tilly Virchow Krause LLP	2023 Audit	2,652.49	
58890	City Of Stevens Point	Insurance, fuel & employee deductions	2,755.09	
58896	Star Kaquatosh	Refund Check 037447-000, 1939 Wood St.	52.72	
58897	Metal Crafters Inc	Aluminum pipe	35.00	
58907	Avineon, Inc.	GIS Support	730.00	
58915	Petty Cash	Postage, mileage, employee anniversary & retirement	105.00	
58917	Seiler Instrument & Mfg	GPS Unit	12,578.02	
58921	Wolter, Inc.	Forklift repairs, Utility Garage - floor sweeper	600.88	
58926	City Of Stevens Point	Insurance, retirement, fuel, employee deductions	6,033.58	
58928	Heartland Business Systems, LLC	Technical Support, Failed drivers	1,743.42	
58931	MacQueen Equipment	Supplies for Truck #33	1,213.96	
58933	Oater LLC	Refund Check 036635-000, 1232 Second St.- Storm Water	14.81	
58935	Mastercard	Supplies - Jason	745.89	
58936	Strand Associates Inc	Professional Services 2024 Street Improvements	3,858.33	
58937	Mada Custom Apparel	Uniforms	178.10	
58946	Strand Associates Inc	Professional Services 2024 Street Improvements	13,133.75	
58957	Mastercard	Training Expense - Jason, supplies, keys made, AWS Services	1,017.49	
58963	City Of Stevens Point	2023 Street Improvement & Resurfacing, November 2023 Monthly Billing, December 2023 Billing/Heartland, Adobe License Renewal, Rocket Cyber Sept 2023 & Dec 2023, backup capacity, Exagrid Support & Maint 5 Years	50,552.53	
58968	ID Card Group	ID Badges	205.66	
58974	Reinders Inc	Straw blanket rolls	59.94	
58975	City Of Stevens Point	2022 Revenue Bond, Workers Comp	74,727.84	
	2022 Revenue Bond	Principal Payment Transferred	100,000.00	
	Civic Pay	Fees	1,481.50	
	Verizon	iPad & cell phone charges	492.55	
	Payroll	Payroll	23,158.07	
	IRS	Payroll Taxes	2,093.03	
	WPS	Monthly Utility Charges	211.44	
TOTAL OF EXPENSES LISTED			\$ 322,826.00	\$ 322,826.00
BALANCE ON HAND APRIL 30, 2024				\$ 2,896,955.19

Balance on Hand	\$ 2,896,955.19
Plus checks written after the end of this month	
Plus uncleared checks	\$ 126,563.46
Less checks previously written clearing this month	\$ (11,135.11)
Ending Cash Balance matching Bank Statements	\$ 3,012,383.54

REPORT TO THE APRIL 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of March 1, 2024	<u>\$ 476,677.16</u>
Bank deposits recorded in March 2024	<u>\$ 322.09</u>
	\$ 476,999.25

CHECKS ISSUED MARCH 2024:

58840	Graybar Electric Co	Inventory	5,796.59	
58848	Werner Electric Supply	Tools	126.61	
	Fiber Payroll	Payroll	280.47	
	TOTAL OF EXPENSES LISTED		<u>\$ 6,203.67</u>	<u>\$ 6,203.67</u>
	BALANCE ON HAND MARCH 31, 2024			<u>\$ 470,795.58</u>
		Balance on Hand		<u>\$ 470,795.58</u>
		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			<u><u>\$ 470,795.58</u></u>

REPORT TO THE MAY 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of April 1, 2024

\$	470,676.52
----	------------

Bank deposits recorded in April 2024

\$	22,049.67
----	-----------

\$	492,726.19
----	------------

CHECKS ISSUED APRIL 2024:

58925 Batteries Plus LLC Batteries

18.24

TOTAL OF EXPENSES LISTED

\$	18.24	\$	18.24
----	-------	----	-------

BALANCE ON HAND APRIL 30, 2024

\$	492,707.95
----	------------

Balance on Hand

\$	492,707.95
----	------------

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

\$	492,707.95
----	------------

City of Stevens Point
Airport Commission
May 13, 2024 - 12:34 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, Mae Nachman and Ray Schmidt

ALSO PRESENT: Joel Lemke, Jennifer Schmeiser, Eric Southworth, Shane Kohnen, Jason Draheim, Ald. Lang and Jaime Zdroik

EXCUSED ABSENCE: Carl Rasmussen and Anna Haines

2. Approval of Minutes

Motion made by Mae Nachman, seconded by Ray Schmidt to approve the March 11, 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 months of March and April as audited and read.

Ayes all. Nays none. Motion carried.

4. Written/Verbal Report - Jason Draheim

Jason wanted to highlight April's report. This was the culmination of a multi-year project for the demolition and removal of the old warming house building on the Airport property. This was in the runway protection zone. This was conditional to our federal funding acceptance and mandated by the bureau. The remediation removal went well.

5. Adjournment.

Motion made by Mae Nachman to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:38PM

REPORT TO THE APRIL 8, 2024
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of March 1, 2024

\$	177,178.64
----	------------

Bank deposits recorded in March 2024

\$	15,268.18
\$	192,446.82

CHECKS ISSUED IN MARCH 2024

2821	City of Stevens Point	Insurance, retirement & fuel	7,967.44		
2822	Disher Electric Inc	Gate #7 Wiring Repair	156.00		
2823	Graphic House	Airport Sign Repair	987.34		
2824	Lumacurve Airfield Signs	Runway Sign Replacement	755.63		
2826	M-B Companies, Inc.	MB5 Brush Replacement, MB5 Filters & Fluids	6,113.36		
2827	Walt's Petroleum Service Inc.	Jet-A Dispenser Repair	222.25		
2828	QTpod	POS Terminal Repair	336.45		
2829	Abel Ruga	February Cleaning Services	175.00		
2830	Stevens Point Public Utilities	Work completed for Airport	849.63		
2831	Wing Aero Products	Charts	58.67		
2832	City of Stevens Point	2023 IT Benefits	2,398.57		
2833	Employee Resource Center	EAP Fees - February & March	11.68		
2834	Stevens Point Public Utilities	Plowing & salting for Airport	14.50		
2835	NAPA	Charger	27.99		
2836	Titan Aviation Fuels	Fuel	24,931.86		
2837	Mastercard	Cable, Rug Service, & Supplies	658.59		
2838	City of Stevens Point	Workers Comp Insurance	499.33		
2839	Heartland Business Systems, LLC	Managed Services	79.22		
2840	Northway Communications Inc	Replace Handheld Radio	816.00		
2841	Schierl Tire & Service	Replaced Valve on Tractor Rear Tire	10.00		
2842	Stevens Point Public Utilities	Plowing for Airport	875.39		
	Deposit Correction	Correction	40.00		
EFT	Payroll	3/14/2024	4,435.05		
EFT	Payroll	3/28/2024	4,617.25		
	Delta Dental	Dental Insurance Premiums	71.38		
	Wisconsin Public Service	Utility Charges	3,567.42		
	WI Dept of Revenue	Fuel Tax	400.80		
	IRS	Payroll Taxes	4,392.32		
	WI Dept of Revenue	Payroll Taxes	761.68		
TOTAL EXPENSES LISTED			\$ 66,230.80	\$	66,230.80
BALANCE ON HAND MARCH 31, 2024				\$	126,216.02

Balance on Hand	\$ 126,216.02
Plus checks written after end of month	
Plus uncleared checks	\$ 2,938.53
Less checks previously written clearing this month	\$ (919.28)
Ending Cash Balance matching Bank Statements	\$ 128,235.27

REPORT TO THE MAY 13, 2024
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of April 1, 2024

\$	128,235.27
----	------------

Bank deposits recorded in April 2024

\$	15,320.78
\$	143,556.05

CHECKS ISSUED IN APRIL 2024

2843	Employee Resource Center	Monthly EAP - April	5.70		
2844	Abel Ruga	March Cleaning Services	175.00		
2845	Stevens Point Public Utilities	Verizon Ipad Charges	10.12		
2846	Titan Aviation Fuels	Fuel purchase	38,293.12		
2847	Baker Tilly Virchow Krause LLP	2023 Audit	900.00		
2848	City of Stevens Point	January/February-Insurance, retirement, fuel	16,506.67		
2849	City of Stevens Point	Retirement, fuel & deduction	6,922.41		
2850	Mastercard	Cable, rug service & supplies	1,352.32		
2851	City of Stevens Point	Heartland Invoices -Nov/Dec 2023 monthly billing, Rocket Cyber Sept 2023, Backup Capacity/Hardware, Adobe Licese Renewal, Rocket Cyber Dec 2023, Exagrid Support & Maint	3,488.71		
2852	Stevens Point Public Utilities	Verizon Ipad Charges	10.12		
EFT	Payroll	4/1/2024	8,689.45		
	Delta Dental	Dental Insurance Premiums	71.38		
	Wisconsin Public Service	Utility Charges	3,124.84		
	WI Dept of Revenue	Fuel Tax	180.66		
	IRS & WI Dept of Revenue	Payroll Taxes	3,381.66		
TOTAL EXPENSES LISTED			\$ 83,112.16	\$	83,112.16
BALANCE ON HAND APRIL 30, 2024				\$	60,443.89

Balance on Hand	\$ 60,443.89
Plus checks written after end of month	
Plus uncleared checks	\$ 4,841.03
Less checks previously written clearing this month	\$ (2,938.53)
Ending Cash Balance matching Bank Statements	\$ 62,346.39

**City of Stevens Point
Transportation Commission Meeting
May 13, 2024 - 4:45 PM**

2700 Week Street, Stevens Point, Wisconsin

Or

Zoom Teleconferencing

Minutes

1. Roll Call

Present: Karalyn Peterson, Nichole Lysne, Tom Bertram, Ald. Allison Birr

Present via Zoom: Ald. Dean Shuda

Not Present: Neil Prendergast, Heidi Oberstadt

Other Present: Talin Scheuermann

2. Approval of the March 12, 2024 minutes.

Karalyn Peterson made a motion to approve March 12, 2024 minutes. Tom Bertram seconded. All in favor; none opposed; Motion carried.

3. Approval of the March 2024 and April 2024 Financial/Claims Reports.

Tom Bertram made a motion to approve the March 2024 and April 2024 Financial/Claims Reports.

Karalyn Peterson seconded. All in favor; none opposed; Motion carried.

4. Review of the proposed 2024-2026 transit collective bargaining agreement.

Karalyn Peterson made a motion to recommend the approval of the 2024-2026 transit collective bargaining agreement. Ald. Allison Birr seconded. All in favor; none opposed; Motion carried.

5. Next meeting date June 10, 2024 - 4:45pm.

Suggested item: CBA update, Introductions, elections of Chair and vice chair.

6. Adjournment. 5:00pm

PERSONNEL COMMITTEE
May 13, 2024 - 6:00 PM
Community Room
933 Michigan Avenue, Stevens Point, WI
OR
Zoom Teleconferencing
MINUTES

Discussion and Possible Action on:

1. Roll Call.

Present:

Ald. Kneebone, Broderick, Lang, Guthrie, Steinmetz.

Others Present:

Mayor Wiza, Clerk Yenter, H/R Manager Frasch, Chief Kussow, C/T Ladick, Ald. Christianson, Ald. Keymer, Ald. Birr, Ald. Buse, Ald. Shuda, Ald. Morrow, Administrative Assistant Church, Director Kremer, Director Beduhn, Director Lemke, Attorney Beveridge.

2. Ratification to approve 2024-2026 collective bargaining agreement with Stevens Point City Central Transportation Employees, Local 309, AFSCME, AFL-CIO

Ald. Broderick moved, Ald. Lang seconded, to approve the ratification.

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

3. Adjournment.

Adjourned at 6:01 p.m.

CITY OF STEVENS POINT

SPECIAL BOARD OF PUBLIC WORKS MEETING

May 7, 2024 - 10:00 AM

Stevens Point City Hall - Portage County Courthouse

Conference Room

1515 Strong's Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT Mayor Wiza, Chris Tiffany, Ald. Mary Kneebone, Ald. Shaun Morrow, Ald. Dean Shuda, Ald. Ginger Keymer, Ald. Dustin Buse.

Discussion and Possible Action

1. To select a Chairperson for the Board of Public Works Meetings.

Director Beduhn called for nominations for Chairperson for the Board of Public Works Meetings.

Ald. Morrow nominated Mayor Wiza for Chairperson.

Director Beduhn asked if there were any other nominees.

As there were no further nominees, Director Beduhn declared the nominations closed.

Ald. Morrow **moved**; **seconded** by Ald. Shuda for Mayor Wiza to be Chairperson for the Board of Public Works Meetings.

Call for the Vote: Ayes: **All**.
Nays: **None**. Motion **Carried**.

2. To select a Vice-Chairperson for the Board of Public Works Meetings.

Chairperson Mayor Wiza called for nominations for a Vice-Chairperson for the Board of Public Works Meetings.

Ald. Keymer nominated Ald. Morrow for Vice-Chairperson for the Board of Public Works Meetings.

Mayor Wiza nominated Ald. Kneebone for Vice-Chairperson for the Board of Public Works Meetings.

After some discussion, Ald. Kneebone withdrew her nomination as Vice-Chairperson.

Ald. Kneebone **moved**, Chris Tiffany **seconded**, for Ald. Morrow to be Vice-Chairperson for the Board of Public Works Meetings.

Call for the Vote: Ayes: **All**.
 Nays: **None**. Motion **Carried**.

Adjourn

Adjourned at 10:04 a.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

May 13, 2024 - 6:15 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT Chairperson Mayor Wiza, Chris Tiffany, Ald. Keymer, Ald. Kneebone, Ald. Shuda, Ald. Buse and Ald. Morrow.

OTHERS PRESENT **Directors:** Scott Beduhn - Public Works, Dan Kremer - Parks and Recreation.
City Staff: Attorney Beveridge, Police Chief Robert Kussow, C/T Corey Ladick.
Alderpersons: Marc Christianson - District 1, Jacqui Guthrie - District 2, Lara Broderick - District 4, Allison Burr - District 5, Dale Steinmetz - District 6, Sam Lang - District 9.
Others Present: Dave and Sandy Medin - 2101 West River Drive, Jackie Schimke - 440 West Trillium Court, Chris Scott - 3340 Whiting Avenue, Jessica Sherman and Jeff Lodzinski - 2048 West Zinda Drive, John Bachman and Theresa Collins - 417 West Maple Ridge Road, Lisa Zdroik - 7082 10th Street, Eric and Erin Olson - 2025 West River Drive, Gilbert Kvatek - 416 West Pleasant Street, Trevor Roark - 601 Washington Avenue.

Informational

1. Director's Report

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

Call for the Vote: Ayes: **All**
Nays: **None**; Motion **Carried**

Discussion and Possible Action

2. Discussion on ideas for possible actions to be taken on West River Drive.

Director Beduhn reported that we are in the process of collecting data along the entire corridor. From the data collected so far, 95-97% of the people are speeding and speeds are pretty consistent throughout the length of the corridor. He explained that in looking into the statutory speed limits, 35 mph is the normal speed when the space between driveways and houses is greater than 200 feet, which is the case on the southern half past the houses to CTH HH. This means that people are driving what they feel is the normal speed they would expect to be driving.

Director Beduhn said the things we are looking into is grant money in order to be able to move along faster with what we decide to do. He presented things that have been suggested are painting lines and/or the speed limit on the pavement, speed boards so people realize how fast they are going, moving the white fog lines, and adding rumble strips along the outer edge. He pointed out one thing we need to be cognitive of in that area is that it is considered wetland and located within the flood plain, which means any extensive work would need to go through the Department of Natural Resources.

Police Chief Kussow stated that he does have extra patrol in that area right now. The problem with that is, during the times of the day people are speeding out there, happens to be the same times of the day people are speeding everywhere else, and they can't be everywhere all the time. He added that right now they are working on a grant in order to purchase more speed boards.

Gilbert Kvatek - 416 West Pleasant Street voiced his main concern is the reckless driving and speeds. He feels we need more patrol out there.

Chris Scott - 3340 Whiting Avenue stated that the problem also lies on West River Drive south of CTH HH where they use that road as a race track. She added that it bothers her that people are getting away with speeding over and over. She suggested more patrol and making fines double or triple for re-offenders.

Jessica Sherman - 2048 West River Drive stated that she hopes that in the monitoring of things that West Zinda Drive and West Mapleridge Drive are also being looked at. She suggested putting in speed bumps on those shorter stretches of roads and maybe it would also deter people from using those roads as a shortcut for going around the train.

David Medin - 2101 West River Drive stated that he appreciates all the efforts the Director of Public Works and Police Departments have been putting in. He feels that the area mainly south of the houses should have an additional 2 feet of pavement added onto the 2 feet of pavement that exists beyond the traffic boundary line. He pointed out that it is human nature not to walk too close to a steep dropoff so folks end

up walking in the roadway and not in the narrow 2 feet area that is there. He also pointed out that in the Portage County Bike and Pedestrian Plan, West River Drive is designated as a significant pedestrian trip street as well as it being broadcasted in the Point Bock Run.

Eric Olson - 2025 West River Drive stated that he knows there is documentation out there from 2021 because he requested the Speed Board at that time to put up speedboards and document the speeds people were going. He also pointed out that there used to be double lines painted on pavement so there should be data and imagery from that. He reported that he knew back in 2021 there was a speed issue and now we know there is a deadly speed issue. He feels it is a design issue because when people feel comfortable driving 50, 60 or 70 mph, they will drive that fast. He feels we need to do something that makes people feel uncomfortable driving 40, 50 or 60 mph on that road.

Jackie Schimke - 440 West Trillium Court reported that she met with the 2 principals from the Point of Discovery School (PODS) and they are well aware of the speeding issues with the students. They also said they would be all in for speed bumps along West Zinda Drive as well as West Maple Ridge Drive, known as "the feeder streets". She feels that a long term solution would be a boardwalk along the east side of West River Drive coming off the bike trail so folks can enjoy the scenery.

Sam Lang - 1547 Strongs Avenue and District 9 Alderperson thanked everyone for coming and bringing forth ideas and thoughts and City staff for doing studies. He looks forward to seeing the results of the studies so we can make some decisions that will be impactful.

Mayor Wiza stated that he really likes the idea of an escalator for multiple offenses, to which Attorney Beveridge stated that it doesn't work like that; however, even if you were to get a warning, it is documented and shows up on your traffic record and you are more likely to get more of a ticket for repeat offences.

Trevor Roark - 601 Washington Avenue stated that through being an advocate for the Safe Streets and Roads for All (SS4A) this problem is not unique to us. He feels it is definitely a design problem because historically when designing a road, the focus is to push as many cars as fast as possible through a corridor and worry about other things later. If we are going to be re-designing the road, he suggested to install flexible posts; which are, posts that would flop down if you hit them and can be removed in the winter for plowing. The only problem with those is it only delineates space for pedestrians and bikes, it doesn't protect against getting hit; however, there is the bright/reflective post that stands high enough for drivers to see.

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.

Ald. Keymer **moved**, Ald. Morrow **seconded**, to approve the Resolution for the City of Stevens Point to commit to eliminating roadway fatalities as part of the Safe Streets and Roads For All (SS4A) Grant award.

Call for the Vote: Ayes: **All**
Nays: **None**; Motion **Carried**.

4. Revision and renewal with the McDill Inland Lake Protection and Rehabilitation District regarding weed harvesting operations and equipment.

Mayor Wiza explained how things with the Lakes District Association works with the involvement of the City to which Attorney Beveridge elaborated, explaining that the basic nature of the partnership is the City owns the harvesting equipment and transports it to and from the pond and the Lakes District Association provides staffing and conducts the operations. Attorney Beveridge is looking to fill the open-ended amount in the documents regarding the maintenance agreement amount where the City would step in.

Director Beduhn recommended \$1,000 to \$1,500 dollar range to keep it inline with the original agreement.

Ald. Morrow **moved**, Ald. Buse **seconded**, to approve the revision of the agreement with the McDill Inland Lake Protection and Rehabilitation District Association regarding the weed harvesting operations and equipment with \$1,500 included as a max amount for maintenance and repairs under item 6.b.

Call for the Vote: Ayes: **All**
Nays: **None**. Motion **Carried**

Adjourn

Adjourned at 7:11 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
May 13, 2024 - 6:02 PM**

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

**OR
Zoom Teleconferencing**

Discussion and Possible Action on:

1. Roll Call.

Present:

Ald. Keymer, Birr, Steinmetz, Lang, Buse.

Others Present:

Mayor Wiza, Clerk Yenter, H/R Manager Frasch, Chief Kussow, C/T Ladick, Ald. Christianson, Ald. Guthrie, Ald. Broderick, Ald. Kneebone, Ald. Shuda, Ald. Morrow, Administrative Assistant Church, Director Kremer, Director Beduhn, Director Lemke, Attorney Beveridge.

2. License List:

A. "Class A" Beer & Liquor License:

- 1. Refuel Pantry-Church Point at 3209 Church Street, Stevens Point for license period beginning May 21, 2024.**
- 2. Refuel Pantry-Division Point at 412 Division Street, Stevens Point for license period beginning May 21, 2024.**
- 3. Refuel Pantry-Main Point at 4928 Main Street, Stevens Point for license period beginning May 21, 2024.**

B. Class "B" Beer License: Refuel Pantry-Main Point Restaurant at 4928 Main Street, Stevens Point for license period beginning July 1, 2024.

Ald. Lang moved, Ald. Birr seconded, to approve the licenses.

No concerns from law enforcement.

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

C. Extension of Licensed Premise: Caravan Wine Shop, LLC, 1221 Second Street, Stevens Point, request for extension of licensed premise for a

Sidewalk Café parallel with and in front of the shop. Starting at the northernmost point, the café will have a width of 15.5' x 5' depth, East to West, and will not obstruct any doorways.

Ald. Birr moved, Ald. Steinmetz seconded, to approve the licenses.

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

D. Temporary Class "B" Beer License:

- 1. CREATE Portage County, PO Box 565, Stevens Point for Levitt Amp Stevens Point Concert Series on June 6, 13, 20, 27, July 11, 18, 25, and August 1, 8, 15, 22, 2024 at Pfiffner Pioneer Park.**
- 2. CREATE Portage County, PO Box 565, Stevens Point for Stevens Point Juneteenth on June 22, 2024 at Pfiffner Pioneer Park.**
- 3. Stevens Point Area Girls Youth Softball Association Inc, PO Box 623, Stevens Point for Point Class Summer Softball Tournament 2024 on July 19-21, 2024 at Goerke Park, 1100 Minnesota Avenue, Stevens Point, WI 54481.**
- 4. Stevens Point Area Youth Girls Softball Association, PO Box 633, Stevens Point for Point Fastpitch Summer Softball Tournament on July 19-21, 2024 at Iverson Park, softball field.**
- 5. St. Joseph Parish, 1709 Wyatt Avenue, Stevens Point for St. Joseph Parish Picnic 2024 on June 1, 2024 at St. Joseph Parish, 1709 Wyatt Avenue, Stevens Point, WI 54481.**

Ald. Steinmetz moved, Ald. Lang seconded, to approve the licenses.

No concerns from law enforcement.

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

E. 2024-2025 "Class B" Beer and Liquor, Reserve "Class B" Beer and Liquor, Class "B" Beer and "C" Wine, Class "B" Beer, "Class A" Liquor and Class "A" Beer, "Class A" Liquor, and Class "A" Beer License Applicants.

Ald. Steinmetz moved, Ald. Buse seconded, to approve the licenses.

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

3. Request to Hold Event/Street Closing:

- A. Levitt AMP Concert Series on June 6, 13, 20, 27, July 11, 18, 25, and August 1, 8, 15, 22, 2024 (Recurring).**
- B. Stevens Point Juneteenth on June 22, 2024 (Recurring).**

- C. Discover Downtown on July 20, 2024 (Recurring).**
- D. Riverfront Jazz Festival on August 31, 2024 and September 1, 2024 (Recurring).**

Ald. Lang moved, Ald. Birr seconded, to approve the events.

Chief Kussow noted that Levitt AMP Concert Series, Stevens Point Juneteenth, and Riverfront Jazz Festival will have contractual officers.

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

4. Adjournment.

Adjourned at 6:12 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

May 13, 2024 - 7:13 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 841 6171 6292 | Passcode: 927312

By Computer: [Zoom Link](#)

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

MINUTES

Non-Action Items:

1. Roll Call.

PRESENT Ald. Christianson, Morrow, Broderick, Shuda, and Keymer

OTHERS PRESENT C/T Ladick; Attorney Beveridge; Ald. Kneebone, Lang, Steinmetz, Guthrie; Directors Lemke, Kernosky, Kremer, Beduhn; Police Chief Kussow; Deputy C/T Freeberg

Discussion and Possible Action on:

2. Designation of the official newspaper for City publications.

Ald. Morrow **moved**, Ald. Shuda seconded, to approve Stevens Point Gazette as the official newspaper for City publications.

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

3. Consideration of Claim-Lindsey Johnson-Struck in head with hockey puck at the Willett Arena.

Ald. Broderick **moved**, Ald. Morrow seconded, to deny the consideration of claim for Lindsey Johnson.

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

4. Approval of modification of the annual transfer amount from the General

Fund to the Capital Projects Fund.

Ald. Morrow **moved**, Ald. Keymer seconded, to approve the modification to the annual transfer amount from the General Fund to the Capital Projects Fund.

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

5. Request from the City of Stevens Point to sell the property at 4213 Simonis Street.

Ald. Morrow **moved**, Ald. Keymer seconded, to approve the request from the City of Stevens Point to sell the property at 4213 Simonis Street.

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

6. Awarding bid for the razing of 1200 Main Street.

Ald. Shuda **moved**, Ald. Broderick seconded, to award the bid for razing 1200 Main Street to BEST Enterprises, LLC.

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

7. Authorization of professional services for improvements in the East Park Commerce Center (EPCC)

Ald. Keymer **moved**, Ald. Morrow seconded, to approve the authorization of professional services for improvements in the East Park Commerce Center (EPCC).

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

8. Approval of Claims Paid.

Ald. Morrow **moved**, Ald. Broderick seconded, to approve the claims paid in the amount of \$1,942,140.54.

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

9. Adjourn into closed session (approximately 7:00 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) on the following:

A. Negotiation of a Development Agreement for a project at 1800 Maria Drive.

B. Negotiation of a Development Agreement Amendment for the property at 1011 2nd St.

Ald. Morrow **moved**, Ald. Keymer seconded, to adjourn into closed session at 7:36 P.M.

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

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

Closing Section:

11. Adjournment

Adjournment in closed session at 8:30 P.M.

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

	Bal March 1, 2024	Receipts	Disbursements	Bal March 31, 2024
GENERAL OPERATING CASH	\$2,788,512.10	\$2,987,673.81	\$4,365,194.29	\$1,410,991.62
UTILITIES & TRANSPORTATION (Cash and Investments)	\$22,090,403.30	\$1,686,822.72	\$5,086,475.54	\$18,690,750.48

INVESTMENTS	Bal March 1, 2024	TRANSFER IN	TRANSFER OUT	Bal March 31, 2024
GENERAL	\$37,316,466.79	\$1,632,589.19	\$0.00	\$38,949,055.98
SPECIAL REVENUE	\$796,240.20	\$0.00	\$0.00	\$796,240.20
DEBT SERVICE	\$384,024.19	\$5,117.06	\$0.00	\$389,141.25
CAPITAL PROJECTS	\$2,660,108.96	\$58,082.02	\$0.00	\$2,718,190.98
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>\$45,131,415.57</u>	<u>\$1,695,788.27</u>	<u>\$0.00</u>	<u>\$46,827,203.84</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,445,947	\$1,119,240	25.17%
POLICE	\$6,624,425	\$1,724,545	26.03%
FIRE	\$6,021,115	\$1,654,029	27.47%
PUBLIC WORKS	\$6,680,064	\$1,520,191	22.76%
PARK & REC	\$2,371,388	\$497,494	20.98%
CAPITAL PROJECTS	\$10,060,400	\$642,587	6.39%
DEBT SERVICE	\$8,832,068	\$8,353,956	94.59%
YTD TARGET	25.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$28,438,303	\$14,989,379	52.71%

Supplemental Poll Workers for 2024-2025

Presented for approval by the Common Council – May 20, 2024

Last Name	First Name	Party
DeBauche	Leslie	Un
Smith	Elizabeth	Un
Smith	Leigh	Un

RESOLUTION

[SIGN VARIANCE – 800 FOURTH AVENUE – EXCEED MAXIMUM HEIGHT RESTRICTIONS]

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 800 Fourth Avenue (**Parcel ID 281240829302701**) and described as LOTS 1,2,3,4,5,6, 7 & 8 BLK 14 PHILLIPS ADD 37/44 1/2 37/456 61/597 111/470 163/537-AFF 184/15 346/235 710275, City of Stevens Point, Portage County, Wisconsin, is hereby granted a sign variance to install a monument sign exceeding maximum height restrictions, subject to the following conditions:

1. A building permit shall be obtained prior to the start of construction.
2. Staff shall have the ability to approve minor amendments to the project plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: May 6, 2024
Adopted: May 20, 2024

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[PRELIMINARY SUBDIVISION PLAT REVIEW – 5498 GOLLA ROAD]

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 5498 Golla Road (**Parcel ID 281240826400500**) and described as LOT 2 CSM#4939-17-194 & OL 1 CSM#011720 DOC-893921 BNG PRT NESE & NWSE S26 T24 R8 SUBJ DRNG ESMT-262600 24.651A 896178;894154, City of Stevens Point, Portage County, Wisconsin, is hereby granted a preliminary subdivision plat review to subdivide the subject parcel.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

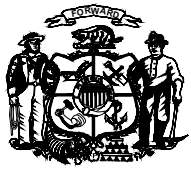
Dated: May 6, 2024
Adopted: May 20, 2024

Drafted by: Adam Kuhn
Return to: City Clerk

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

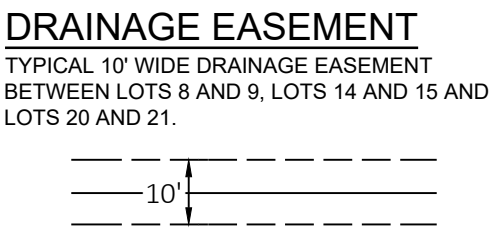
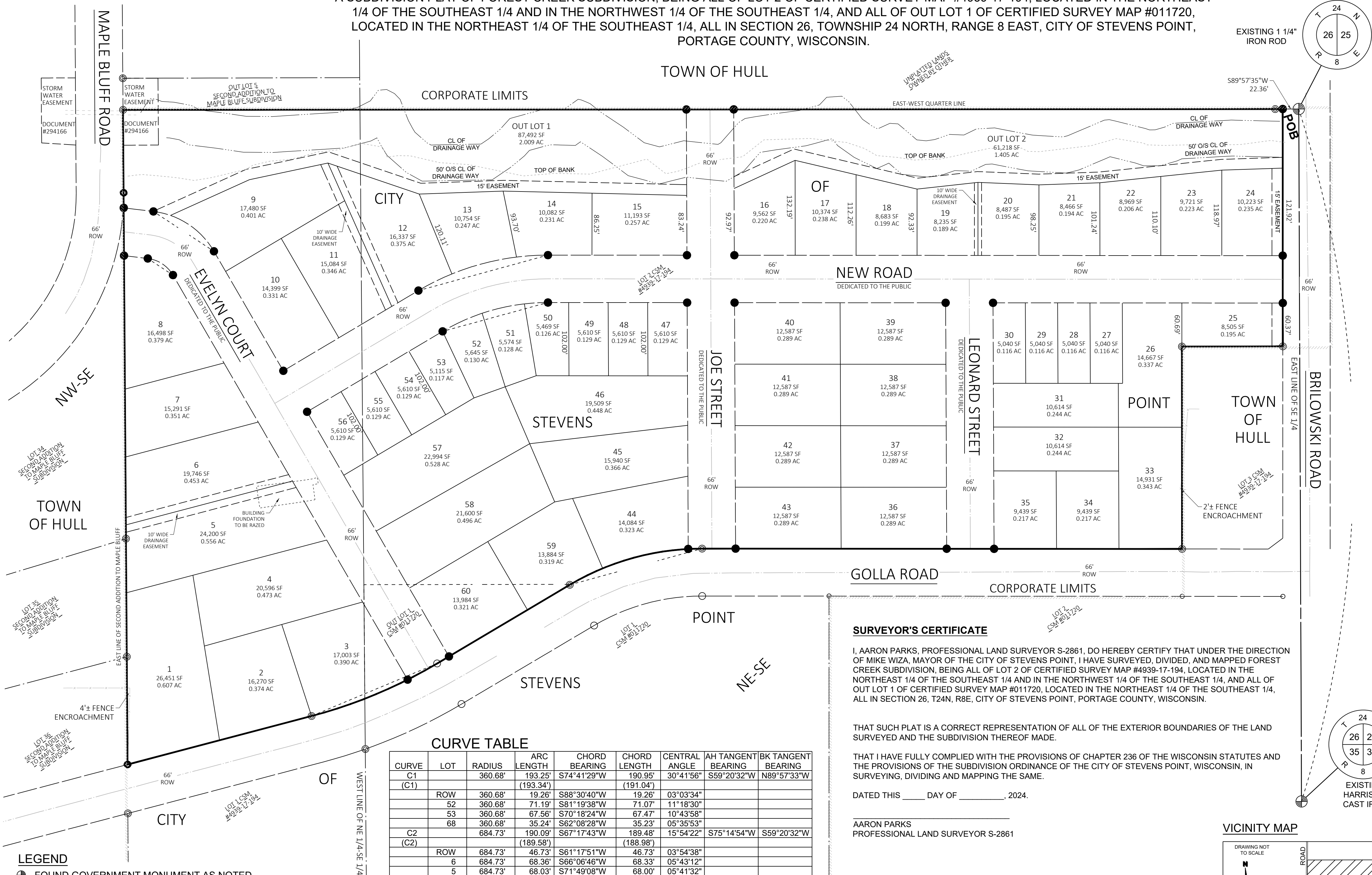


PRELIMINARY PLAT OF FOREST CREEK SUBDIVISION

A SUBDIVISION PLAT OF FOREST CREEK SUBDIVISION, BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP #4939-17-194, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND ALL OF OUT LOT 1 OF CERTIFIED SURVEY MAP #011720, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

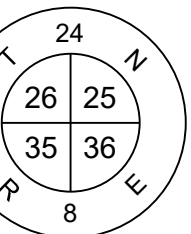
I, _____, Director of Public Works for the City of Stevens Point, Wisconsin, do hereby certify that the preliminary plat has met the formal requisite of Wis. Stats. Ch. 236 as amended.

Date: _____



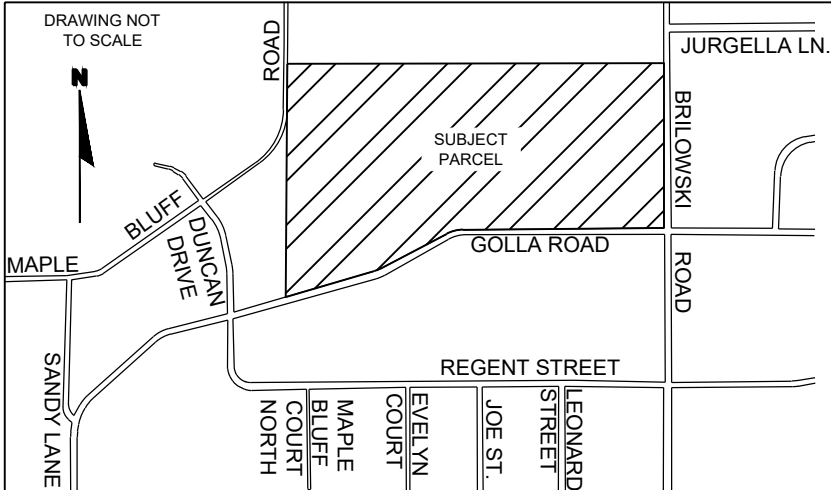
DEVELOPER/OWNER:
CITY OF STEVENS POINT
1515 STRONGS AVENUE
STEVENS POINT, WI 54481

BASE FOR BEARING
BEARINGS REFERENCED TO THE EAST LINE OF THE SE1/4 OF SECTION 26, T24N, R8E, HAVING A GRID BEARING OF S 85°17'30" E, PER THE WISCONSIN COUNTY COORDINATE SYSTEM, PORTAGE COUNTY, NAD83(2011).



SCALE: 1"=80'

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, AARON PARKS, PROFESSIONAL LAND SURVEYOR S-2861, DO HEREBY CERTIFY THAT UNDER THE DIRECTION OF MIKE WIZA, MAYOR OF THE CITY OF STEVENS POINT, I HAVE SURVEYED, DIVIDED, AND MAPPED FOREST CREEK SUBDIVISION, BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP #4939-17-194, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND ALL OF OUT LOT 1 OF CERTIFIED SURVEY MAP #011720, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 26, T24N, R8E, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE CITY OF STEVENS POINT, WISCONSIN, IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS ____ DAY OF _____, 2024.

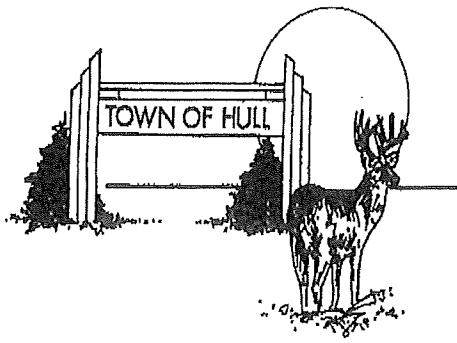
AARON PARKS
PROFESSIONAL LAND SURVEYOR S-2861



PREPARED BY:
AARON PARKS, PLS #2861
GREMMER & ASSOCIATES, INC.
120 WILSHIRE BLVD. NORTH
STEVENS POINT, WI 54481
PHONE (715)341-4363

- LEGEND**
- FOUND GOVERNMENT MONUMENT AS NOTED
 - EXISTING 3/4" REBAR
 - EXISTING 1 1/4" REBAR
 - EXISTING 1 1/4" O.D. IRON PIPE
 - EXISTING 2 1/4" O.D. IRON PIPE
 - SET 1 1/4" X 18" REBAR, WEIGHING 4.30 LBS/LIN FT
 - ALL OTHER LOT CORNERS SET WITH A 1 1/4" OD X 18" IRON PIPE WEIGHING 1.68 LBS/LIN FT
 - () RECORDED DISTANCE FROM PREVIOUS INSTRUMENT

CURVE TABLE									
CURVE	LOT	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	AH TANGENT BEARING	BK TANGENT BEARING	
C1		360.68'	193.25'	S74°41'29"W	190.95'	30°41'56"	S59°20'32"W	N89°57'33"W	
(C1)			(193.34')		(191.04')				
	ROW	360.68'	19.26'	S88°30'40"W	19.26'	03°03'34"			
	52	360.68'	71.19'	S81°19'38"W	71.07'	11°18'30"			
	53	360.68'	67.56'	S70°18'24"W	67.47'	10°43'58"			
	68	360.68'	35.24'	S62°08'28"W	35.23'	05°35'53"			
C2		684.73'	190.09'	S67°17'43"W	189.48'	15°54'22"	S75°14'54"W	S59°20'32"W	
(C2)			(189.58')		(188.98')				
	ROW	684.73'	46.73'	S61°17'51"W	46.73'	03°54'38"			
	6	684.73'	68.36'	S66°06'46"W	68.33'	05°43'12"			
	5	684.73'	68.03'	S71°49'08"W	68.00'	05°41'32"			
	4	684.73'	6.97'	S74°57'24"W	6.97'	00°34'59"			
C3		47.00'	43.53'	S56°39'20"E	41.99'	53°04'01"	S30°07'20"E	S83°11'21"E	
C4		113.00'	104.66'	N56°39'20"W	100.96'	53°04'01"	N83°11'21"W	N30°07'20"W	
	12	113.00'	60.31'	N45°24'39"W	59.59'	30°34'38"			
	OL 1	113.00'	44.35'	N71°56'39"W	44.07'	22°29'23"			
C5		393.00'	210.73'	S74°40'45"W	208.22'	30°43'25"	S59°19'03"W	N89°57'33"W	
	16	393.00'	159.10'	S78°26'35"W	158.02'	23°11'45"			
	15	393.00'	51.63'	S63°04'53"W	51.60'	07°31'39"			
C6		327.00'	175.35'	S74°40'45"W	173.25'	30°43'24"	S59°19'03"W	N89°57'33"W	
	59	327.00'	39.33'	S86°35'43"W	39.31'	06°53'29"			
	60	327.00'	67.86'	S77°12'17"W	67.74'	11°53'23"			
	61	327.00'	68.16'	S65°17'19"W	68.03'	11°56'32"			



Town of Hull
4550 Wojcik Memorial Dr.
Stevens Point, WI 54482

Portage County, WI
715-344-8280

To: City of Stevens Point Common Council Members and City Leadership
From: Dave Wilz – Town of Hull Chairperson
Subject: Consideration of Request

Forest Creek Subdivision Preliminary Plat

I am unavailable to attend the City Common Council Meeting on 5/20/24. Please accept this communication in my absence. I have attended four City Plan Commission meetings for this 24-acre parcel over the past several years. The proposed density parcels were 31, 39, 82, 72 and now 60. Thank you to the Community Development Office for making changes that have brought everyone to this point. Despite their efforts, there are still areas of concern and a request to do more from the Town of Hull.

There are two main issues with the current proposal. There are several other concerns related to these two main subjects. One main issue from the Town's perspective is the unresolved drainage easement issue which is of high concern. If this drainage district cannot be properly maintained, a huge risk to 150 plus Hull homes in terms of flooding is heightened. We are aware that the main principles of the drainage district and the City are still in discussion.

The other main issue to the Town and most of the neighboring citizens is the density of the parcels proposed on the 24 acres. In alerting the neighboring Town residents of the various meetings, we sent out 113 invites to 113 addresses. We send out communication to those that we think might be affected or have interest. The reaction has been quite strong. These 113 Hull residences covered 250 plus acres. This 24-acre plat has 60.

Jim Anderson of the Anderson Development Company shared a letter and a concept that was sent to Director Kernosky on 4/10/24. Jim's memo stated the major issues from all sides, a proposed preliminary plat that would hopefully accomplish and accommodate everyone's needs, while saving the City a third of infrastructure cost and a suggestion to slow down and start with a listening session. I'm not an engineer, but the report seemed to cover everyone's concerns while taking a different approach to the development of this area. The Plan Commission and Common Council should review this two-page report if you have not already done so. His proposal was for 43 parcels.

This 24-acre preliminary plat and the approximate 18 acres south of the subject property is the only undeveloped larger parcels in this area. The City owns both of these. Reducing the buildouts to a less dense project will not change the effect of the housing shortage in the long-term scheme of things while still allowing the financials to work. Following the standard of compatibility to surrounding neighborhoods also helps keep that general area, feeling more Town like, which would be good for current Hull residents and future City residents.

The last issue was the request not to connect the proposed Evelyn Court to Maple Bluff Road. Connecting to a road that dead ends to the north, that future development to the north and west is prevented by the Plover River watershed and that will not accommodate removing extra traffic is not warranted. The future handling of the Plover River Crossing extra foot and bike traffic has not been determined at this time as well. Accommodate any EMS needs with a fire lane or graveled road. Please do not connect or at least postpone at this time. Do not decide now but wait until the Plover River Crossing issue has been determined and this connection point has been thoroughly studied by the residential community at large and the two municipalities.

Please ask the City Community Development Office to reduce the density levels and to eliminate or at least postpone the Evelyn Court connection.

Thank You!



MEMORANDUM

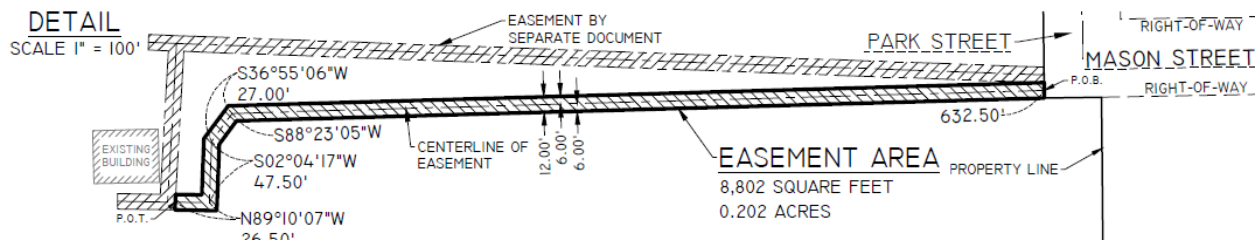
To: Plan Commission

From: Adam Kuhn, AICP
Associate Planner / Zoning Administrator

Date: May 6, 2024

RE: **Electric Underground Easement – 601 Mason St**

Background: In preparation for future road construction, the Wisconsin Public Service Corporation has been working with the City's Public Works Department to obtain an easement for rebuilding the electric facilities underneath the driveway connecting Mason Street with the City's Wastewater Treatment Plant. A visual of the easement location is shown below:



Consistent with §62.23(5), this request is before the Commission for review. Staff would recommend approval.

www.stevenspoint.com

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

3319536

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Stevens Point, a municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Government Lot 1 of Section 5, Township 23 North, Range 8 East, **City of Stevens Point, County of Portage, State of Wisconsin, as shown on the attached Exhibit "A".**

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number (PIN)

281-23-0805200016

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Stevens Point

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

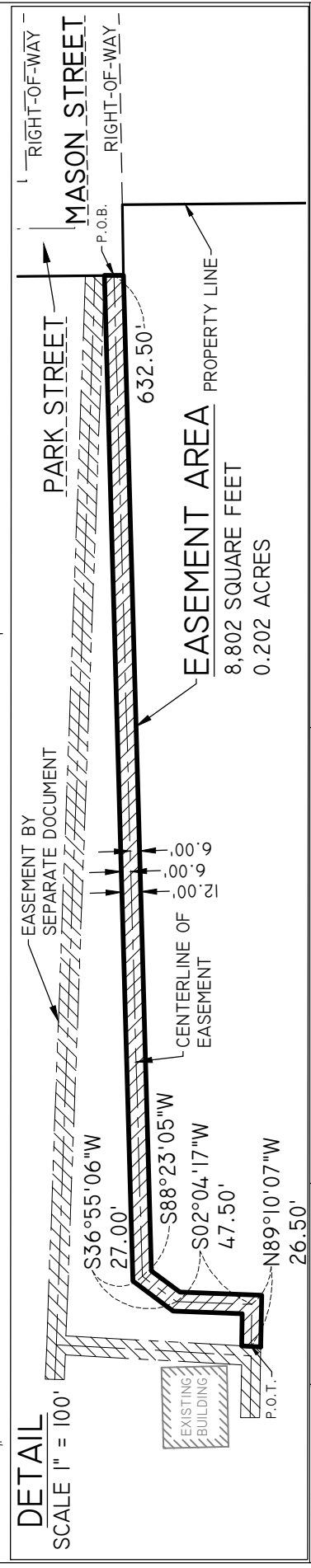
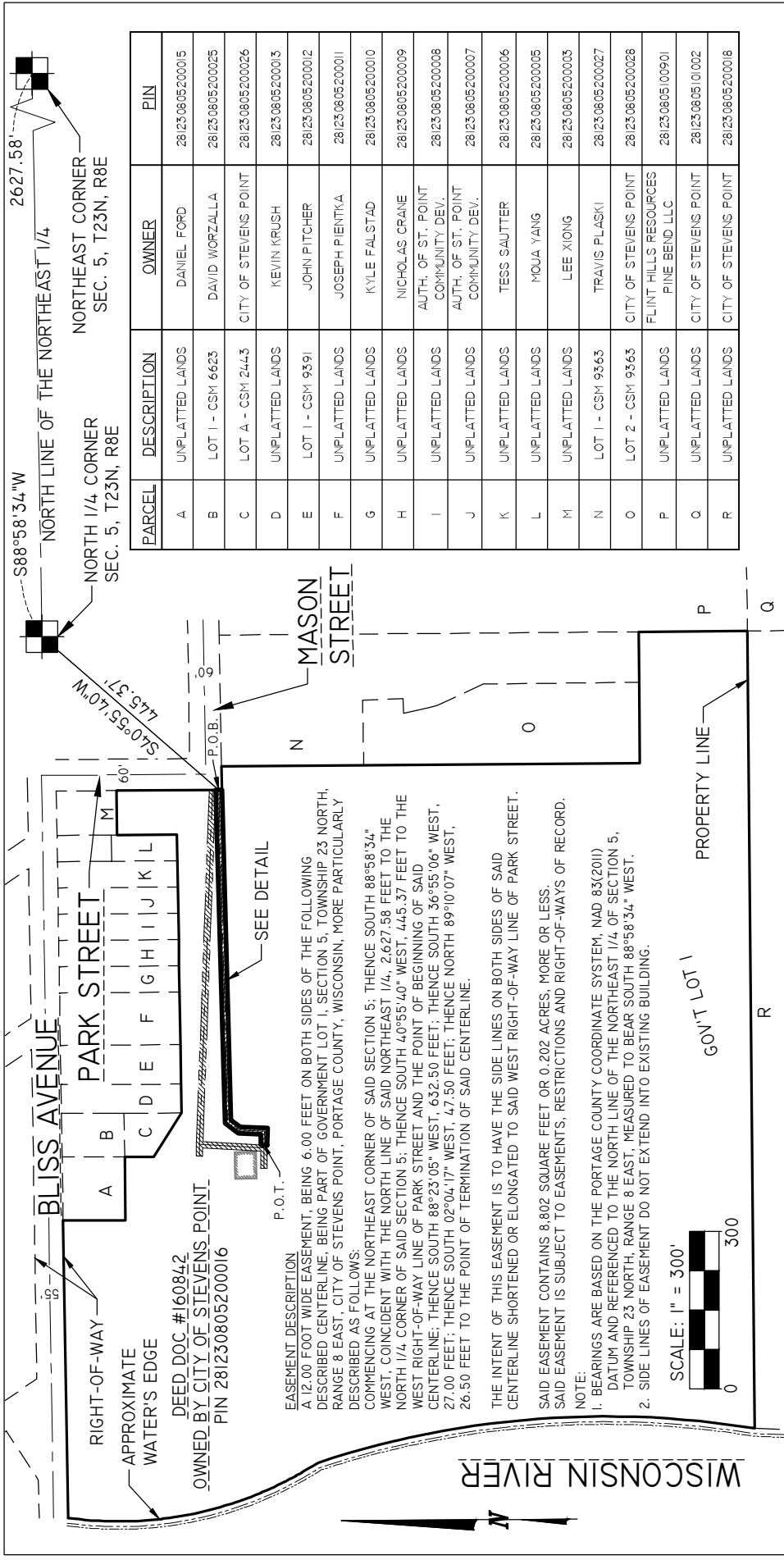
City of Stevens Point, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Philip Paradies
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1476532	WMIS-3405823	3319536	INT11-476-532



 Wisconsin Public Service	 CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING	SEC. 5, T23N, R8E CITY OF STEVENS POINT PORTAGE COUNTY		WPS EASEMENT: EXHIBIT "A"	DOCUMENT ID# : 3319536	REI Engineering, INC.
		WR NUMBER 3405823	REI PROJECT NO. 11525	DRAWN BY: JAF	DATE: 4-24-2024	

DRAWING FILE: Q:\11500-11599\11525 - WEC - EASEMENT - 3405823 - PORTAGE COUNTY\DRAWING\SURVEY\11525 EASEMENT.DWG LAYOUT: EXHIBIT MAP-WPS HORIZONTAL



MEMORANDUM

To: Bicycle & Pedestrian Street Safety Commission

From: Adam Kuhn, AICP
Associate Planner / Zoning Administrator

Date: April 10, 2024

RE: Consideration of Multijurisdictional Commitment Resolution

Background: Late last year, Portage County was awarded a \$200,000 Planning & Demonstration Grant through the Safe Streets and Roads for All program, administered by the U.S. Department of Transportation (DOT). The City was on the co-applicants as part of this multi-jurisdictional application submittal.

Now that the U.S. DOT has agreed to award grant funds, there are a number of items to adhere to through the grant administration process. One such item is that a commitment resolution must be entered into by the governing bodies of the applicant in question – in this case, Portage County, the City of Stevens Point, and the Villages of Plover, Whiting and Park Ridge. This resolution requirement would need to show that the governing bodies are committed to reducing and eliminating roadway deaths and serious injuries. Please note that this resolution is not legally binding through the grant reporting process (i.e., if serious injuries do not decrease throughout the grant reporting timeline, we would not be required to reimburse awarded grant dollars).

Attached is the commitment resolution for your consideration. Please note that this draft document has been worked on with municipal and County staff. Should the Commission recommend approval of signing the resolution, the recommendation will move to the Board of Public Works and the Common Council in May.

If you have any questions, please do not hesitate to contact me.

www.stevenspoint.com

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

**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

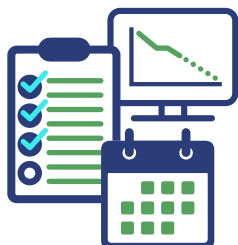
Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.



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.





May 7, 2024

TO: Personnel Committee, Transit Commission
RE: CBA with Transit employees

Committee and Commissioners,

The Director and Superintendents of Central Transportation along with the City Attorney, HR Manager, and Comptroller-Treasurer have completed negotiations with the members of the transit union. The agreement is attached for your consideration.

We're grateful to the bargaining committee for the productive conversation that led to many beneficial changes for all parties. The highlights of the changes are:

- Probation period reduced from 9 months to 6 months.
- Call-in pay introduced: \$1.50/hr when a driver is called in on the same day.
- Shift premium changed to \$1.50/hr for working between 7:30 PM Friday and 4:30 AM Monday.
- Added new Work Hour Exchange language: Employees can exchange scheduled working hours; the driver taking on the hours will be paid, and the driver giving them up will not.
- Christmas Eve is designated as a holiday starting in 2025.
- Vacation, bonus day, and floating holiday schedule updated to match the city's plan.
- Option to convert up to 48 hours of sick leave to vacation days annually, with a minimum sick leave balance of 80 hours maintained.
- New employees' health premiums are not prorated until January 1st following their first year.
- Longevity removed, and pay steps introduced at 5, 10, and 20 years of service.
- Clothing allowance increased to \$150 for drivers and \$225 for mechanics.
- Starting rate and wage steps for 9, 18, and 24 months removed; new employees to receive full rates immediately.
- Wage increases - 2024: 9%, 2025: 3%, 2026: 3%

Staff recommends and requests approval as presented.

Best Regards,

Joel Lemke
Director

JAN 1, 2024 – DEC 31, 2026

AGREEMENT

BETWEEN THE CITY OF STEVENS POINT AND STEVENS POINT CITY CENTRAL



Note:

Items in this draft have been renumbered.

Language that is being removed at shown in red strikethrough. ~~(Example)~~

Language being added is shown in blue. (Example)

AGREEMENT

This Agreement, made and entered into by and between the City of Stevens Point, hereinafter referred to as "City" or "Employer," and Stevens Point City Transit Employees, Local 309, AFSCME, AFL CIO, hereinafter referred to as the "Union." The mutual interest of the Employer and employees is recognized by this Agreement for the operation of the departments under methods that will promote safety to the employee, economy of operations, cleanliness and proper care of equipment and the protection of property, the facilities of a fair and peaceful adjustment of differences that may arise from time to time, the promulgating of rules and regulations and ethical conduct of business and relations between the Employer and the employees, and to this end, have reached this Agreement.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all regular full time and regular part time bus operators and mechanics employed by the City of Stevens Point Transit System, excluding rural substitute operators, supervisory, managerial, executive and confidential and all other employees, as their representative; and that pursuant to the provisions of Section 111.70 of the Municipal Employment Relations Act, said labor organization is the exclusive collective bargaining representative of all such employees for the purposes of collective bargaining with the above named Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment. (Election held April 16, 1984; Decision No. 21511.) Rights claimed in this Agreement shall be consistent with those rights and responsibilities conferred upon the Employer and/or the Union by applicable state and federal statutes. Nothing contained in this Agreement shall be interpreted as granting to either the Employer or the Union authority to unilaterally establish any matter which is a mandatory subject to collective bargaining pursuant to Wisconsin Statutes.

A. Definitions CDL Operators: Operators assigned to fixed route bus service and complementary paratransit services. ~~(Previously City Transit programs)~~ Non-CDL Operators: Operators assigned to fixed flexible bus routes within rural and urban areas of Portage County. ~~(Previously Aging and Disability Resource Center transportation programs)~~

ARTICLE 2 - MANAGEMENT RIGHTS

A. The City possesses the sole right to operate City government and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to the following: To direct all operations of the City; To establish reasonable work rules and schedules of work; To hire, promote, transfer, schedule and assign employees; To suspend, demote, discharge and take other disciplinary action against employees for just cause; To lay off employees because of lack of work or any other legitimate reasons; To maintain efficiency of City government operations; To comply with state and federal law; To introduce new or improved methods or facilities; To change existing methods or facilities; To determine the kinds and amounts of services to be performed as pertains to City government operation, and the number and kinds of

classifications to perform such services; If the City contemplates subcontracting bargaining unit work, the City shall serve notice to the Union. Should the Union request to bargain, either the decision or the impact of such a decision, the parties will meet to bargain same; To determine the methods and means by which City operations are to be conducted; To take whatever action is necessary to carry out the functions of the City in situations of emergency. Any unreasonable exercise or application of these management rights by the City shall be appealable by the Union or an employee through the grievance and arbitration procedure. It is further agreed by the City that the management rights shall not be used for purposes of undermining the Union or discriminating against any of its members, and the Union agrees that this clause shall not be used to harass the City.

- B. The Employer further recognizes that all employees in the bargaining unit have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in other lawful concerted activities for purposes of collective bargaining or other mutual aid or protection.
- C. The employer agrees that at all times during the period in which the Union is certified as the bargaining agent for employees described above, the Employer shall not: Interfere with, restrain or coerce the employees in the exercise of their rights; Attempt to dominate or interfere with the administration of the Union which is a party to this Agreement or assist an organization which attempts to compete with this Union for membership in and representation of employees in the bargaining unit; Discriminate against any employee or employees in regard to hire, tenure, or other terms or conditions of employment because of Union activities; Refuse to bargain in good faith with the Union at any time during the period the Union is certified or change any wages, benefits or terms or conditions of employment at any time during the period the Union is certified; Do any act or pursue any course of conduct which may be in violation of any of the terms or provisions of this Agreement.
- D. The provisions of this article shall remain in effect at all times this Agreement is in effect and during any period of negotiations whether or not this Agreement has been terminated.

ARTICLE 3 - PROBATIONARY PERIOD

- A. New Employees: All new employees must serve a probationary period of ~~6 one-thousand forty-four (1,044) hours, or nine (9) months, whichever comes first,~~ before being entitled to regular employee status and their services may be terminated at any time during their probationary period without recourse to the grievance procedure.
- B. Completion of Probationary Period: Upon completion of the probationary period, the employee shall be granted seniority rights from the date of original hire.

ARTICLE 4 - SENIORITY RIGHTS AND LAYOFFS

- A. Definition: Seniority shall commence upon date of hire with City Transit subject to the provisions in Section 3 hereof and shall be based upon the length of service.
- B. Termination of Seniority: Seniority shall be deemed to have been terminated when: An employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond the employee's control or on an authorized leave; A laid off employee fails to notify the Employer of the employee's intention of reporting for work within one (1) week of being notified to do so or fails to report for work within twenty (20) days after receipt of notification; An employee states that the employee is quitting and actually leaves the job; An employee is not employed for two (2) years after having been laid off; An employee is discharged for just cause; An employee, on a leave of absence for personal or health reasons, accepts other employment without permission from the Employer; An employee retires.

- C. Seniority List: The Employer shall keep posted a ~~three (3)~~ current seniority list for CDL operators, non-CDL operators and mechanics. The list shall be kept up to date by the Employer.
- D. Layoffs: When laying off employees, the oldest in point of seniority, based upon date of hire, shall be retained, if qualified to perform the available work. The recall of employees that have been laid off shall be in reverse order to that of laying off, providing the recalled employees are qualified to perform the available work. For layoffs affecting more than two (2) employees, the City shall provide sixty (60) days written notice; otherwise, notice shall be at least two (2) weeks. Employees who attain such alternate employment shall be required to pass a probationary period as required of newly hired employees.
~~For one year following date of layoff, laid off employees shall have the right to be hired in vacancies in City services, in positions for which they may qualify. This provision shall expire on April 1, 1992.~~
- E. Notice of Recall: The notice of recall for any employee who has been laid off shall be sent by certified mail to the last known address of the employee. An employee on layoff shall notify the City of any change of this address.

ARTICLE 5 - UNION ACTIVITY

- A. Union Activity: Union business shall be transacted outside of normal working hours, unless agreed otherwise by the parties. Employees shall be paid their normal wages and benefits for time spent during normal working hours attending grievance sessions, hearings and bargaining sessions, scheduled by the Employer or scheduled mutually by the Employer and the Union. All employees, when acting in an official capacity for the Union during normal working hours, shall first obtain permission from their immediate supervisor prior to leaving their work area or commencing any such activity. Representatives of the Union may contact officers or individual members at reasonable times during working hours only after receiving permission from the employee's immediate supervisor, if available. The City reserves the right to both deny permission for such meetings and to exclude such meetings from any work areas. The Union may use the City's meeting rooms and facilities for Union business only with prior approval of and under the guidelines established by the City. However, in no event will Union activities be permitted to interrupt the City's normal and efficient operations. The Union agrees to provide written notification to the City thirty (30) days following the election or selection of Union officers or other local Union officials involved in enforcing this Agreement.
- B. Union Leave of Absence: Employees chosen by the Union to attend conventions, schools, conferences, etc., shall be allowed the necessary time off, without pay, to attend functions, schedules permitting. The Union shall notify the Employer in writing by 11:00 a.m. the day of scheduling. The notice will advise which employee is requesting time off. Up to one (1) employee shall be allowed time off for each event, schedules permitting, based on staffing limitations.

ARTICLE 6 - GRIEVANCE PROCEDURE

A grievance shall mean a dispute concerning the interpretation, application, or violation of this Agreement and shall be handled as follows:

- A. Subject Matter: Only one subject matter shall be covered in any one grievance. However, this shall not prohibit one arbitration board from hearing successive grievances so long as each grievance hearing is completed before the next one begins.
- B. Time Limitations: The time limitations specified in this procedure may be extended by mutual consent of the parties.
- C. Settlement of Grievances: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next. The Union and the affected employee(s) are entitled to be present at all

steps of the grievance procedure, if they wish.

D. Steps in Procedure:

Step 1: The employee(s), alone or with a Union representative (Union President, Union Secretary or Union Steward(s), shall submit a Step 1 grievance form and orally explain the grievance to the Transportation Superintendent as soon as possible, but in no event later than fifteen (15) working days after the employee knew or should have known of the cause giving rise to the grievance. The Step 1 Grievance form should include who the grievance was filed by the date the grievance was filed, the grievance subject and a signature of the grievant. The first step grievance meeting shall occur at a mutually agreeable time not more than ten (10) workdays after the employee(s) and/or Union representative notifies the City of the grievance. In the event of a grievance, the employee shall perform the employee's assigned work task and submit the grievance later, except in cases involving immediate danger to the employee's health and safety. The Transportation Superintendent shall, within ten (10) working days, orally inform the employee and the steward or other Union representative of his/her decision. In cases where the Transportation Superintendent was not involved in the situation giving rise to the grievance, the employee may bypass Step 1 and commence the grievance at Step 2.

E. Step 2: If the grievance is not settled at the first step, the employee and/or representative may appeal the grievance in writing to the Transit Manager no later than five (5) working days after receipt of the response. The Transit Manager and Director of Public Utilities and Transportation shall meet with the grievant and/or representative at a mutually agreeable time and shall render a decision in writing within five (5) working days after said meeting.

F. Step 3: If the grievance is not settled at the second step, it may be presented to the Personnel Committee in writing within ten (10) working days after receipt of the written decision of the Transit Manager. The Personnel Committee shall meet with the grievant and/or representative at a mutually agreeable time and issue a written decision within ten (10) working days of this meeting.

G. Step 4 Arbitration: If a satisfactory settlement is not reached in Step 3, the Union must notify the Personnel Committee in writing within thirty (30) calendar days that they intend to process the grievance to arbitration. Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator to be selected as follows: The City and the Union may try to mutually agree upon the selection of an arbitrator. If the City and the Union are unable to agree on the selection of an arbitrator within 30 days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators (non-WERC members). Each party shall strike at alternate times, two names from the panel submitted. The remaining arbitrator on the panel after the strikes shall then be notified of his/her appointment in a joint statement from the City and the Union. The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the City and the Union which shall be final and binding upon both parties. The cost of the arbitrator shall be shared equally. Either party may request a transcript, but the party requesting the transcript shall pay the cost. When the arbitrator requests a transcript, both parties shall share the cost of the transcript equally. The decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement. The parties may agree to a single arbitrator who shall be a member of the Wisconsin Employment Relations Commission staff.

H. Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which preceded or is the same as the expiration date of this Agreement must be processed to conclusion under this procedure.

ARTICLE 7 - NO STRIKE NO LOCKOUT

- A. Strike Prohibited: The Union hereby agrees that neither it nor any of its members will strike during the term of this Agreement.
- B. Union Action: Upon notification by the City to the Union that certain of its members are engaged in a violation of this Provision the Union shall immediately order such members to return to work. In the event that a strike not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.
- C. Penalties: In the event of a violation of this section, the City may take reasonable disciplinary action against those employees violating the Agreement.
- D. No Lockout: The City agrees that it will not lock out any of its employees during the term of the Agreement unless such employees refuse to return to work when ordered by the Union to do so.

ARTICLE 8 - JOB AVAILABILITY

It shall be the policy of the City to provide steady employment where and whenever possible. Nothing in this Agreement shall, however, be construed as a guarantee of any particular job or position that is unnecessary and is not in the interest of efficient and economical business management and administration. If work is not available for any of the job classifications set forth in this Agreement, nothing contained herein shall be construed as prohibition on the part of the City to make such reductions in the Transit Department as are required.

Article 9 – Scheduled Hours of Work and Route Bidding SCHEDULED WORK HOURS

- A. ~~Normal Work Hours: The Operator bus driving schedule shall be developed by scheduling Monday work first, Tuesday work second, Wednesday work third, Thursday work fourth, Friday work fifth, and, if necessary, Saturday work sixth, Sunday work seventh.~~
 - ~~1. For Regular CDL and Non-CDL Operators: The bid work to which they are assigned Vis a Vis the bid process as described in Paragraph F.~~
 - ~~Definition: Hours scheduled during the weekly scheduling process which can include bid hours, special events, hours that become available due to time off, and any other scheduled shift hours.~~
 - ~~2. Part-Time CDL Operators: Assignment of driving shall be awarded to the most senior part time operator whose work schedule allows them to assume the entire piece of substitute or extra hours whose total hours are under 40 hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees.~~
 - ~~3. If no operator under 40 hours accepts the piece of the hours may be offered based on seniority and availability.~~
 - ~~4. If no one Operator is capable of covering a shift it may be split or a Operator may be moved from their bid route in order to cover the shift.~~
 - ~~5. If Operators are not found available for scheduled hours of work, said available hours shall be assigned to the Operators by reverse seniority.~~
 - ~~If the employer changes the schedule after noon (12:00 p.m.) on Thursday, the employer must notify the employee(s) affected.~~
- B. ~~Wheelchair Van – Regular Operator: Normal work week shall consist of 40 hours, no less than eight (8) consecutive hours per day, with one (1) thirty (30) minute paid lunch break mutually scheduled, Monday through Friday.~~
- C. ~~Non-Bid Route Operators: Bid routes on Saturday shall be “normal work hours.”~~

Scheduled work hours include weekly planned hours, such as bid hours, special events, time-off replacements, and any other available hours.

- A. Hours will be awarded to the most senior operator with fewer than 40 hours who is able to assume the entire piece of hours.
- B. If no operator under 40 hours accepts the hours, they may be offered to others based on seniority and availability.
- C. If no single operator can cover a shift, it may be split, or an operator may be reassigned from their bid route.
- D. If no operators are available, the hours will be assigned in reverse seniority order.
- E. If the employer changes the schedule after 12:00 p.m. on Thursday, they must inform the affected employee(s).
- F. Operators will get paid for at least 3 hours for special events unless this work is right before or after a scheduled shift.
- G. Mechanics: The normal work schedule for the full-time mechanic shall be Monday through Friday 7:30 a.m. to 3:30 p.m. and 9:30 a.m. to 5:30 p.m. The normal work schedule for the part-time mechanic shall be Monday through Friday 5:30 a.m. – 9:30 a.m. The normal hours of work may be modified by the Department as needed to cover for an employee on leave or unavailable to work their normal hours.

Article 9 ARTICLE 10 - NON-SCHEDULED WORK HOURS (CALL-INS)

- I. ~~Emergency bookings (less than one (1) hours' notice): When no substitute operator is available within 45 minutes, it may be handled in one of two ways~~
 - ~~CDL Operators~~
 - 1. Any available Operator may accept the piece of work for no more than two (2) hours at time and one half (1 1/2) by which time the normal booking process will have secured an Operator. A maximum of two (2) hours pay at time and one half (1 1/2) will provide this emergency fill in assignment, unless this causes the employee to work more than forty (40) hours, then employees shall be paid in line with Article 11.
 - 2. Management personnel may take the piece of work only until such time an Operator is assigned to work via the normal scheduling process.
 - ~~Non-CDL Operators~~
 - 1. When no substitute Operator is available for the work, the Supervisor shall take the piece of work until such time a substitute operator is secured to take the work.
- J. ~~Substitute or Extra Hours: Substitute or extra driving hours shall be distributed as follows:~~
 - ~~CDL Operators~~
 - 1. The most senior part-time operator whose work schedule allows them to assume the entire piece of substitute or extra hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees.
 - 2. If no one is available for the entire piece of substitute or extra hours, then the piece of substitute or extra hours may be split, and offered by seniority first and Operator availability second.
 - 3. If Operators are not found available for the substitute or extra driving, said available hours shall be assigned to the Operators by reverse seniority.
 - 4. An Operator will have twenty-four (24) hours following the weekly Thursday posting of the driving schedule to turn down substitute and extra hours. The weekly schedule will not be considered final until 12:00 pm on Friday.
 - 5. Administration of this Article will not subject the City to overtime liability, in the event there are Operators remaining who are available to cover the shift without subjecting the City to overtime. In the event that the shift cannot be covered without subjecting the City to overtime, the City agrees to pay overtime in accordance with Article 10.
 - ~~Non-CDL Operators~~

- ~~1. The most senior part-time operator whose work schedule allows them to assume the entire piece of substitute or extra hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees. If there are no part-time Operators available, a substitute Operator shall be offered the work.~~

Non-Scheduled work hours include call-ins, and any other shift that becomes available after the scheduling deadline.

- A. Hours will be awarded to the most senior operator with fewer than 40 hours who is able to assume the entire piece of hours.
- B. If no operator under 40 hours accepts the hours, they may be offered to others based on seniority and availability.
- C. If no single operator can cover a shift, it may be split, or an operator may be reassigned from their bid route.
- D. If no operators are available, the hours will be assigned in reverse seniority order.
- E. If necessary to prevent service interruption, an operator may be required to extend their shift until a replacement arrives.

Article 9 ARTICLE 11 - BREAKS

- A. ~~CDL and Non-CDL~~ A thirty (30) minute paid break shall be provided to all Employees provided their hours worked meet or exceed seven (7) consecutive hours in a workday.
- B. Employees who work at least eleven (11) consecutive hours shall receive thirty (30) minutes of additional pay or an additional 30-minute break.

~~An Operator who works at least eleven (11) consecutive hours will be provided a second thirty (30) minute paid break. If a trade exercised between two (2) Operators causes an Operator to work at least eleven (11) consecutive hours, the Operator shall not receive the second thirty (30) minute paid break.~~

Rest Breaks—Mechanics: a thirty (30) minute paid break shall be provided to all mechanics so long as their hours worked meet or exceed seven (7) consecutive hours in a workday.

Article 9 ARTICLE 12 - BIDDING

- G. ~~Route Bidding: Employees shall be assigned work on a "bid" basis. Each employee shall have not more than one bid. CDL and Non-CDL Operators shall have separate route biddings. Work will be bid by seniority:
 1. Semi-annually. All bid work will be reposted semi-annually. Bidding will begin December 1 and June 1. Bids will be reassigned on January 1 and July 1 following bidding.
 2. When there is leave of absence projected to be four (4) or more consecutive weeks.
 3. Upon resignation, termination, promotion, transfer or death.
 4. A schedule change of one-half hour one hour and fifteen minutes 45 Minutes or more, or development of a new schedule occurs. Bid routes will be posted for bid for ten (10) days prior to the implementation of schedule change unless the change is temporary (four weeks or less).Bidding shall be based upon posted seniority list. NOTE: All operators currently assigned a route shall keep that route; i.e., there will be no retroactive route bidding. Re-bids under subsections 2, 3., and 4. above shall be available for bid for a period of no more than five (5) consecutive days to overlap two (2) consecutive weeks. All assignment of routes done by virtue of the bid process will be implemented within five (5) workdays of completion of the bid process. An employee on leave under 2 above 12 shall retain the employee's bidding rights and, upon return from leave, shall be returned to the employee's bid.~~
- H. ~~Under sub sections 2 and 3 above, re-bids shall include all Employees Operators. All Employees~~

~~Operators by seniority, will have an opportunity to re-bid. (Each Employee Operator will have a choice to either remain in their current bid route or choose one of the open bids the open bid.)~~

Operators shall be assigned work through a bid system based on the seniority list.

- A. CDL and Non- CDL Operators will have separate bids.
- B. Each operator shall not have more than one bid.
- C. Bids will be posted semi-annually, starting on December 1 and June 1, with new assignments taking effect on January 1 and July 1.
- D. There will be no retroactive route bidding. (e.g. Operators assigned a bid shall keep that bid.)
- E. Re-bids will be posted upon resignation, termination, promotion, transfer, or death, when there is leave of absence projected to be four (4) or more consecutive weeks, or if there is a schedule change of 45 minutes or more, or the development of a new schedule occurs.
- F. An operator on leave of absence as specified in sub-section E will maintain their bid rights and will be reinstated to their original bid upon their return.
- G. During rebids under sub-section E all operator will be given the chance to rebid according to seniority. They can either keep their current bid or select from the available open bids.
- H. Re-bids under subsection E shall be available for a period of no more than 5 consecutive days overlapping 2 consecutive weeks, implemented within five 5 workdays of completion of the bid process.

ARTICLE 13 - NON-CDL POINT PLUS SHIFTS

Point Plus Paratransit hours shall be offered to Non-CDL Operators when no CDL Operator is available. Non-CDL Operators shall receive CDL Operator rate of pay based on Appendix "A" wage rates when covering Point Plus Paratransit hours.

Article 9 ARTICLE 14 – DIFFERENTIAL

- ~~D. — Differential: Operators working Late Night Shift, shall be compensated an additional eighty cents (\$.80) per hour. Operators shall be compensated an additional twenty five cents (\$.25) per hour for Saturday (excludes Late Night Shift). Operators shall be compensated an additional twenty five cents (\$.25) per hour for bus washing duties that are scheduled in their bid route.~~
- A. Call-in pay operators: When an operator performs a piece of non-scheduled work on the same day that they were notified they are entitled to an additional payment of **\$1.50** per hour for that piece of work.
- B. Call-in Pay mechanics: When a mechanic is called to work outside of the normal work schedule, and physically reports to work, the employee shall receive no less than 2 hours pay at the rate of time and one half for each call. The provision shall not apply if notice is given prior to the end of the employee's regular shift. The mechanics shall be called in according to the seniority list.
- C. Shift Premium: Operators working between 7:30pm Friday and before 4:30am on Monday shall receive an extra **\$1.50** per hour for that piece of work.

ARTICLE 15 - WORK HOUR EXCHANGE

Operators have the right to mutually agree upon the exchange of their scheduled work hours. In such exchanges, the operator offering their hours will not receive compensation for the shift, while the operator taking on the exchanged hours will be entitled to compensation according to the established terms.

- A. Request and Approval Procedure: Prior to the initiation of a work hour exchange, a formal request form must be completed and submitted. Management shall review and approve the request.
- B. Discretionary Denial: It is understood that requests for the exchange of work hours may be subject to denial at the discretion of management.
- C. Maximum Exchange Allowance: Operators have a limit of taking 2 work hour exchanges and giving

- 2 work hour exchanges per calendar month, unless otherwise approved by management.
- D. Impact on Schedule: It should be noted that work hour exchanges will not be factored into the calculation or scheduling of scheduled hours of work as specified in the labor agreement.
- E. Work hour exchanges will not be considered for overtime calculations.

Article 10 ARTICLE 16 - OVERTIME

Employees-Bus Operators: All **employees bus operators** and shall be paid at time and one half the regular pay for all work over forty (40) hours. Funeral leave, vacation and holiday time shall be considered time worked for computing overtime. Overtime shall be offered by seniority when all Operators who are available to work the entire shift are at or above forty (40) hours in the week. When hours worked are eligible for overtime pay, they do not also qualify for differential or call-in pay for those same overtime hours.

~~Operators who are scheduled to work wash hours on an overtime basis may donate wash hours to other bargaining unit employees. Such donation shall normally occur within 24 hours of posting the schedule on a form provided by the City.~~

- ~~B. Sunday Call-in Pay—Bus Operators: In addition to the above, any employee called in to work on Sunday shall receive a minimum of two (2) hours at time and one half (1½) and all subsequent hours be paid at time and one half (1½).~~

Article 11 ARTICLE 17 - HOLIDAYS

- A. Holidays: **Employees** shall receive the following holidays with pay: New Year's Day, Memorial Day Independence Day, Labor Day, Thanksgiving Day, **Christmas Eve**, and Christmas Day.
- B. Holiday pay for an employee shall be based upon the employee's scheduled bid hours for the day on which the holiday falls. Holiday pay for part-time employees who are regularly scheduled off on the holiday will be four (4) hours of pay at the employee's regular rate.
- C. Employees shall be provided with a floating holiday in lieu of: Good Friday and the day after Thanksgiving.

~~In addition, each employee, except probationary employees, shall be allowed four (4) floating holidays off with pay annually. The date of the floating holiday shall be agreed between the employee and the Transit Manager so as not to disrupt the efficiency of the department. Floating Holidays are provided in lieu of these days: Christmas Eve Day 1 Personal Floater.~~

~~In addition, each employee, except probationary employees, shall be allowed four (4) floating holidays off with pay annually. The date of the floating holiday shall be agreed between the employee and the Transit Manager so as not to disrupt the efficiency of the department. Floating Holidays are provided in lieu of these days:~~

- D. **New employees who are hired before Good Friday or the day after Thanksgiving will qualify for the floating holiday those hired later will not be eligible.**

~~Non-CDL Operators including probationary employees shall receive the following holidays with pay, and shall receive one (1) personal floater after the successful completion of their probationary period.~~

New Year's Day	_____	Labor Day
Memorial Day	_____	Thanksgiving Day
Fourth of July	_____	Christmas Day
Good Friday	_____	Day Following Thanksgiving
Christmas Eve Day	_____	

~~A probationary employee, who successfully completes the employee's probationary period in the~~

~~calendar year in which the employee was hired, shall be entitled to receive the personal floater and any other floating holidays which may accrue between the end of the probationary period and the end of the calendar year. A probationary employee, who successfully completes the employee's probationary period in the calendar year following the year the employee was hired, shall have no personal or floating holidays from the prior calendar year, but shall be entitled to receive the personal floater and any other floating holidays which may accrue between the end of the probationary period and the end of the calendar year. Floating holidays must be taken in a full shift and used by the end of the calendar year. Floating holidays will not be carried over into the next calendar year, nor cashed out if not taken.~~

- E. Requirements: The employee must be in attendance on the workday immediately preceding and immediately following the holiday to be eligible for the holiday pay, except when: On scheduled vacation; On sick leave; On authorized leave approved by management; On funeral leave.
- F. Scheduling of Holidays: If any of the above holidays fall on a Sunday, the following day will be considered the holiday. If any of the above holidays fall on a Saturday, the employees shall receive a compensatory day off in lieu of the holiday. This compensatory time shall be mutually scheduled. The employee and the department head shall mutually agree on the day off so as not to interrupt the efficiency of the department.
- G. Work Performed on a Holiday: When an employee works on a holiday, the employee will receive the employee's holiday pay plus time and one half (1½) pay for the hours worked. In order to qualify for such pay, such employee must have actually reported for work and must have been able and available for work when called.
- H. Employees shall be allowed to combine vacation with floating holidays when scheduling time off.

Article 12 – Sick Leave and Injury Allowance

ARTICLE 18 - SICK LEAVE

- A. Sick Leave: Full-time employees shall accrue 8 hours of sick leave per month of employment, with no cap on accumulation.
- B. Sick Leave Proration: For employees who worked less than 1,820 hours in the previous anniversary year, sick time will be prorated based on the employees' total hours since their previous anniversary date. To determine the prorated amount, the total hours an employee worked are divided by 1,820. The resulting percentage is then applied to the 8 hours of sick leave per month. (i.e., 910 total hours divided by 1,820 equals 50%. This 50% is then multiplied by 8 hours per month resulting in the employee accumulating 4 hours of sick time per month.) For employees who had 910 or fewer total hours in the previous anniversary year, sick time will be prorated at 50%.
- C. Use – Sick leave must be accumulated before it can be used.
With approval, sick leave may also be used for the employee's medical and dental appointments or to attend to a member of the employee's immediate family. This includes the employee's spouse, child, parent, sibling, stepparents, stepchildren, foster parents, foster children, grandparents, grandchildren, parents of the spouse, children's spouses, domestic partner, and parents of the domestic partner. The employee's supervisor may require verification of illness and/or the estimated time needed away from work due to an illness or injury.
- D. Converting Sick Leave to Vacation Leave: An employee, on their anniversary date, may convert a maximum of 48 hours of sick leave to vacation days, providing they do not fall below a minimum balance of 80 hours of sick leave.
- A. ~~Sick Leave: Any employee prevented from working because of disabling sickness or disability due to injury not covered by standard Worker's Compensation insurance, shall receive sick leave allowance with pay. The employee shall receive one hundred percent (100%) of the employee's normal hourly rate for each hour of time lost. If an employee is off more than three (3) consecutive~~

days, the employee shall provide the Employer with a certificate from a physician, nurse practitioner, chiropractor, or other health care professional.

B. ~~Time Allowed: The sickness or injury allowance time shall be determined as follows:~~

~~1. Monthly Accrual: One (1) day allowance for disabling sickness during each calendar month of employment. However, no employee shall be able to draw accumulated sick leave benefits until the employee has completed six (6) months of service.~~

~~2. Accumulation: Any employee, during absence from work because of such disabling sickness or injury, shall be entitled to the pay as provided in this section to the extent of the employee's accumulated allowance and thereafter such an allowance shall again accumulate on the same basis.~~

~~3. Prescheduled Appointments: An employee shall be allowed off for prescheduled medical appointments only if no other employees are prescheduled off for either vacation, floating holiday(s) or appointments.~~

C. ~~Accrued Sick Leave Credit: All employees covered by this Agreement who actually retire from City service at the age of 55 or over or retire due to disability and apply for a retirement annuity from the Wisconsin Retirement Fund, shall be entitled to the following:~~

~~1. Employees shall have one hundred percent (100%) of their unused sick leave credits (at the time of retirement) converted to a monetary value (the number of days of accumulated sick leave times normal daily rate of pay received immediately prior to retirement) and said amount, not subject to state or federal taxes, shall be deposited into the employer's individual PEHP account. The maximum sick leave converted for use toward the payment of the hospital and surgical insurance shall not exceed a total of one hundred thirty (130) days.~~

~~2. Employees shall retain the option to participate in the City's group hospital and surgical insurance by paying the hospital and surgical insurance cost (full premium) as may be charged such employee and dependents by the company carrying the City's group hospital and surgical insurance.~~

~~3. Should an employee die while still employed by the City, the above benefit would apply to the employee's spouse.~~

D. ~~Bonus Days If an employee does not utilize sick leave during six (6) months of the calendar year (January 1–June 30 or July 1–December 31) the employee will be credited with an additional day of sick leave or, at the employee's option, a bonus day. For each subsequent six (6) month interval without the use of a sick day, the employee will be credited with an additional two (2) days of sick leave or at the employee's option two (2) bonus days. Once a sick day is used, the employee will only receive one (1) additional bonus day for the next six (6) month cycle. The employee will be eligible to earn two (2) bonus days each subsequent six (6) months as described above if no sick leave is used for the first six (6) month period. Bonus days shall be scheduled off in full day increments and must be used within one (1) year of issuance.~~

Article 12- ARTICLE 19 – ACCRUED SICK LEAVE CREDIT

A. Employees who retire from City service at the retirement age based on their Wisconsin Retirement Fund category or retire due to disability and apply for a retirement annuity from the Wisconsin Retirement Fund, may have up to a maximum of 130 days (1040 hours) of unused sick leave converted to a monetary value. The value will be the number of days of accumulated sick leave multiplied by the normal daily rate of pay received immediately prior to retirement. This amount shall be available to the employee to pay the medical insurance premiums. Should an employee die while still employed by the City, the above benefit would apply to the employee's spouse. If the employee does not have a spouse, the above benefit will apply to the employee's qualified dependent(s), as defined in the IRS code.

B. Post Employment Health Plan: The City agrees to establish a Post Employment Health Plan (PEHP)

in accordance with applicable sections of the Internal Revenue Service Code. Retiring employees who meet the requirements under Section A. will be required to “convert” accrued sick leave of 130 days (1040 hours) plus one (1) hour for each eight (8) hours over 130 days (1040 hours) and unused vacation into their individual “PEHP” account. NOTE: 1041 hours is based on a full-time equivalent.

- C. The employee and/or surviving spouse may remain on the group health plan as long as the premium is paid in full by the employee or surviving spouse through deductions from their PEHP account or cash payment.

~~The City agrees to establish a Post-Employment Health Plan (PEHP) in accordance with the relevant sections of the Internal Revenue Service Code for the conversion of accrued sick leave (a maximum of 130 days) at the time of retirement. The City agrees to cover the administration fee. Additionally, employees will be required to convert unused vacation time into their individual PEHP account upon retirement.~~

Article 14 ARTICLE 20 - VACATIONS

- A. Vacation: Full-time employees shall accrue vacation according to the following schedule annually. Accrued Vacation will be added on a bi-weekly basis.

<u>Time in Service</u>	<u>Vacation (Based on 8-hour days)</u>
After date of Hire	11 days (prorated @ 50% = 44 Hours)
After Year 1	12 days
After Year 3	14 days
After Year 5	17 days
After Year 8	18 days
After Year 10	21 days
After Year 13	22 days
After Year 15	23 days
After Year 20	27 days
After Year 25	29 days
After Year 30	32 days

- B. Vacation Proration: For employees who worked less than 1,820 hours in the previous anniversary year, vacation time will be prorated based on the employees’ total hours since their previous anniversary date. To determine the prorated amount, the employees’ total hours since their previous anniversary date are divided by 1,820. The resulting percentage is then applied to the vacation accrual schedule. (i.e., 910 total hours divided by 1,820 equals 50%. This 50% is then multiplied 96 hours of vacation time (equivalent to 12 days based on 8-hour days) resulting in the employee accumulating 48 hours of vacation time in the following year.) For employees who had 910 or fewer total hours in the previous anniversary year, vacation time will be prorated at 50%.

~~A. Annual: Full-time employees shall receive vacations with pay based on their length of service in accordance with the following schedule:~~

~~After twelve (12) months one (1) week (40 hours)
After two (2) years two (2) weeks (80 hours)
After seven (7) years three (3) weeks (120 hours)
After thirteen (13) years four (4) weeks (160 hours)~~

~~After twenty (20) years five (5) weeks (200 hours)~~

~~After twenty-five (25) years five (5) weeks and one (1) day (208 hours)*~~

~~After twenty-six (26) years five (5) weeks and two (2) days (216 hours)*~~

~~After thirty (30) years six (6) weeks (240 hours)~~

~~Vacation benefits for employees will be determined on prorated basis. Subject to Article 28.~~

- C. Vacation shall be taken in full day increments. However, each employee, after having worked two years for the City, shall be eligible to take two days of vacation in one-half day increments.
- D. Vacation Dates: Employees will be allowed to use ten (10) days (two weeks) of their allotted vacation in periods of less than 1 full week. Operators assigned to Saturday work may use a maximum of 3 ~~of the allotted ten (10)~~ vacation days on Saturday ~~or Sunday. Employees who request such vacation time must do so at least five (5) days in advance, excluding weekends, except in cases of emergency where it is not possible to give advance notice and permission is granted by the Transit Manager.~~
- E. Employees on Sick Leave: Any employee carried on the payroll while ill or disabled shall be entitled to the same vacation with pay to which the employee would be entitled if not disabled or ill.
- F. Seniority: The employee holding highest seniority in service shall select **up to 20 days of** vacation time first and so on according to seniority. Vacation requests shall be made by March 1 and approved by management.
- G. Employees with a campus bid route shall be able to use paid vacation only, during nonscheduled work time when UWSP campus is not in session, Monday through Friday. Employees will be charged time off based on their prorated benefits. Vacation must be taken in full day increments.
- H. Vacation Carryover: Employees may carry over up to **40 hours** ~~one (1) week, based on their current bid route.~~
- I. Termination Benefits: Employees whose services are terminated (death, quit or discharge) shall receive pay for all unused earned vacation at the time of separation. A prorated vacation for the current vacation year shall be paid at the time of separation at the rate of one twelfth of a full vacation for each full month of service beyond the employee's anniversary date except in the case of an employee who quits and fails to give at least 2 weeks prior notice.
- ~~H. Weather/Service Cancellation Days: Non-CDL Operators may use a vacation day or report to work to assume duties as assigned for the duration of his/her shift when the Aging and Disability Resource Center is cancelled due to weather related closings or other unexpected closings of the Center.~~
- J. Number of Operators Allowed Off CDL Operators: The number of CDL Operators allowed off at any given time shall not exceed 15% of the total number of CDL Bid Routes when UWSP is in full session, and not to exceed 25% when UWSP is not in full session, and not exceed 50% when management runs a reduced service schedule. Saturday CDL Operators: One (1) Operator is allowed off at a time. Non-CDL Operators: One (1) Operator is allowed off at a time. Any Operator, CDL or Non- CDL, not available to fill a shift for any reason, is considered an "Operator off".

Article 14 ARTICLE 21 - LOCKOUT DAYS

A lockout day is defined as a day for which an operator cannot be scheduled or called in for hours of work.

- A. To lockout a day operators must submit a formal request to be approved by management.
- B. Lockout out days can only be used on Saturdays or Sundays.
- C. There is a maximum of 2 operators who can lockout at one time.
- D. There is a limit of 3 lockout days per calendar year, per employee.

~~Lock-Out Days Fill in operators who take time off the Friday before the Saturday or the Monday after the Saturday can lockout a Saturday shift. There is a maximum of two (2) operators who can lockout a Saturday at one time. There is a limit of three (3) lockout days per calendar year, per employee.~~

Article 14 ARTICLE 22 - REPLACEMENT OPERATOR

For full-time employees in the replacement operator bid(s), scheduled time off will be based on 8-hour days.

- A. For employees who worked less than 1,820 hours in the previous anniversary year, time off will be prorated based on the employees' total hours since their previous anniversary date. (i.e., 910 total hours divided by 1,820 equals 50%. This 50% multiplied by an 8-hour day resulting in a day off using 4 hours.)

~~Replacement Operator shall take scheduled time off based on their prorated benefits. (i.e. If employee is accruing benefits at 80%, then one week of vacation, floating holidays and bonus days would equal 32 hours).~~

Article 15 ~~Funeral Leave/Death in Family~~ ARTICLE 23 - BEREAVEMENT LEAVE

- A. Upon request, an employee shall be granted up to, but not exceeding, three (3) workdays with pay for bereavement. This includes the employee's spouse, child, parent, sibling, stepparents and stepchildren, parents of the spouse, children's spouses, domestic partner, parents of the domestic partner and grandchildren.
- B. One day of bereavement with pay will be granted for extended family. This includes grandparents, a brother-in-law, sister-in-law, uncle, aunt, niece, and nephew.
- C. One-half day with pay will be granted for the loss of a fellow employee, provided that scheduling can be arranged by the supervisor.
- D. The city recognizes that these definitions may not encompass all individuals within a family who are deeply cared about. In such instances, employees should contact their supervisor to discuss the use of other accrued benefits, such as vacation.
- ~~A. Immediate Family: Time off with pay, not to exceed three (3) days, shall be allowed in case of death in the employee's immediate family. Immediate family shall mean spouse, mother, father, stepparent, stepchild, children, brother, sister, grandchild or step grandchild, of the employee and the mother and father of the employee's spouse.~~
- ~~B. Other: One (1) day off with pay shall be allowed to attend the funeral of a grandparent, aunt, uncle, nephew, niece, brother-in-law, sister-in-law of the employee.~~
- ~~C. In the event of death of a current employee, all efforts will be made to allow as many staff members as possible to attend the funeral without disruption of transit services to the community.~~

Article 16 ARTICLE 24 - OTHER LEAVES

- A. The city will remain in compliance with Wisconsin and Federal Medical Leave Act laws and maintain an FMLA administrative policy.
- B. Leave of Absence: Leaves of absence may be taken with fourteen (14) days' notice for a length of time of three (3) days, with approval from the Director.
- C. The city will remain in compliance with Wisconsin and Federal Worker's Compensation laws and maintain a Worker's Comp. administrative policy.
- ~~A. Family Emergency Leave: An employee shall be allowed to use three (3) days of sick leave for serious illness or injury in the employee's immediate family. In the event the employee needs more than three (3) days, the employee shall obtain written documentation from the attending physician and the approval of the department head. When the employee has a day(s) off on the day(s) of the~~

~~serious illness or injury, the City is not obligated to pay any wages or salaries on those days.~~

~~(Immediate family shall mean spouse, mother, father, stepparent, stepchild, children, brother, sister of the employee and the mother and father of the employee's spouse.)~~

~~B. Leave of Absence: Leaves of absence may be taken with fourteen (14) days notice for length of time of three (3) days, with approval from the Transit Manager. Requests for leave shall not be unreasonably denied.~~

~~C. Maternity Leave: The employee may use sick leave if she so desires, providing the employee has enough unused sick leave in her unused account, or if not, she may use part of the leave as sick leave and the balance as unpaid leave. Employees granted such leaves will be expected to return to work, which will be to the same job or one of similar status and pay, in line with their seniority, at the end of said leave. Employees will continue to accrue seniority while on such leave if a doctor certifies that the employee is not able to return to work.~~

Article 17 ARTICLE 25 - INSURANCE

A. City's Contribution: The city covers 90% of the health insurance premiums for full-time employees who participate in the insurance plan. This applies to single and family plans.

B. Proration of Premiums: For employees who worked less than 1,820 hours in the previous calendar year, the amount of the premium that the city pays is prorated based on an employees' total hours in that previous calendar year. To determine the prorated amount, the total hours an employee worked are divided by 1,820. The resulting percentage is then applied to the city portion of the health insurance premium. Consequently, the employee would be responsible for the remaining actual cost to the city. (i.e., 910 hours worked divided by 1,820 equals 50%. This 50% is then multiplied by 90% to determine the city's contribution percentage towards the premium, which is 45%. The employees' portion would be the remaining 55% of the health insurance premium cost.) For employees who had 910 or fewer total hours in the previous calendar year, the amount of the premium that the city pays will be prorated at 50%.

C. New employees: Premiums will not be prorated until January 1st following an employee's first year of employment.

D. Life Insurance: Group life insurance shall be made available to those desiring the state group plan. The City shall pay eighteen percent (18%) of the employee's share of the premium. The City further agrees to pay the full premium of a separate \$5,000.00 policy for each employee.

E. Employees who choose not to be enrolled in the health insurance program offered by the City, for whatever reason, will be paid two hundred (\$200.00) per year in lieu of insurance coverage

~~Subject to Article 28.~~

~~4. Insurance Bill Review Reward. All members are encouraged to review itemized medical bills. Any member participating in the health insurance plan that finds an error on medical bills will be rewarded by receiving 50% of the savings to a maximum reward of \$500 per bill.~~

~~Insurance Benefit Effective January 1, 2015, the City will implement a high deductible health insurance plan with at \$1,500/\$3,000 deductible. All employees participating in the high deductible insurance plan shall be eligible to participate in a health savings account as part of the plan.~~

~~Effective in January 2015, the City will contribute \$1,000 single / \$2,000 family to the health savings account on behalf of the City employee. Effective the first of the month following ratification in 2016, the City will implement a revised high deductible health plan see Plan HDHP 209396 for full plan information. All employees participating in the high deductible insurance plan shall be eligible to participate in a health savings account as part of the plan.~~

~~Effective for 2015, the City will contribute \$1,000 single plan / \$2,000 family plan to the health savings account on behalf of the City employee. Effective for 2016, the City will contribute \$500 single plan / \$1,000 family plan to the health savings account on behalf of the City employee.~~

~~Effective for 2017, the City will contribute \$500 single plan / \$1,000 family plan to the health savings account on behalf of the City employee.~~

~~Starting in 2017, in the event an employee participates in the Wellness Program sponsored by the City, the City will contribute \$500 single plan / \$1,000 family plan to the health savings account on behalf of the employee for use in the succeeding calendar year. Contributions shall be prorated for part-time employees and partial participation.~~

- F. For employees who qualify and participate in the Wellness Program sponsored by the City, the City will contribute up to \$600 single plan / \$1,200 family plan to the health savings account on behalf of the employee.
- G. Eligible employees (those averaging 20 hours per week) can participate in the Dental and Vision Insurance offered by the City. Employees would be responsible for 100% of the premium for dental and vision insurance plans. The City retains the right to select the provider as well as make any necessary changes to plan design.
- H. Flexible Spending Account: The City shall offer a pre-tax flexible spending account.
- I. Change of Carrier: The City may from time to time change the insurance carrier and/or self-fund if it elects to do so. ~~as long as equal or better benefits are maintained and current and future state-mandated benefits are provided.~~ It is understood that while the City endeavors to maintain or improve the quality of health benefits, external factors such as regulatory changes and market conditions may influence the specifics of coverage and costs.
- J. No Claim: No employee shall make any claim against the City for additional compensation in lieu of or in addition to the employee's insurance premiums paid because the employee does not qualify for the family plan, except as provided in "E" above.
- K. Income Continuation Insurance: The Employer shall offer a Disability Income Protection Policy through the State of Wisconsin. The Employer shall pay the statutorily required premium for the base coverage.
- ~~G. — Worker's Compensation: Injury leave shall be granted by the City for employees who suffer a loss of work because of a job-related injury. Employees who are granted injury leave will receive, during such leave, the difference between the employee's regular salary and the worker's compensation payments up to a maximum of forty-five (45) workdays. After the forty-five (45) workdays the employee will be allowed, upon written request, to use accrued vacation, personal or accrued holidays, sick leave or compensatory time to supplement the employee's worker's compensation benefits, up to the employee's regular gross bi-weekly pay and subject to all normal deductions. The City will continue to contribute the City's share of the health and life insurance premiums through the end of the calendar month in which the forty-fifth (45th) day occurs. If the employee supplements worker's compensation with other accrued benefits, the City will continue to contribute the City's share of the health and life insurance premiums during such time that accrued benefits are used by the employee. If accrued benefits are not used by the employee to supplement worker's compensation payments, and if the employee elects to continue coverage under the health and life insurance, the employee will then be responsible for one hundred percent (100%) of the health and life insurance premiums through the end of the calendar month in which the employee returns to work.~~

Article 18 ARTICLE 26 - DUES DEDUCTION

- A. Dues Deduction: The Employer shall deduct monthly dues from the paychecks of all who authorized such deduction on an individual authorization form. The total amount of all dues deducted shall be paid to the treasurer of the Union on or before the end of the month in which said deduction was made.
- B. Change in Amount: Changes in the amount of dues to be deducted shall be certified by the Union

thirty (30) days before the effective date of the change.

- C. New Employees: As to new employees, such deductions shall be made from the first paycheck following ~~1,044 hours, or nine (9)~~ six (6) months, whichever comes first. Such deduction shall be made only if the City has received the individual authorization under Part A.
- D. List: the Employer will provide the Union with a list of employees from whom such deductions are made and deletions or additions when they occur.
- E. Representation: The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and nonunion, fairly and equally. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Union constitution and bylaws. No employee shall be denied Union membership because of race, creed, color or sex.
- F. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer under this section.
- G. Correction of Error: If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, employee, or any party by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

Article 19 – Longevity

- ~~A. — Benefit: The City agrees that it shall pay longevity pay for employees who have completed continuous, uninterrupted service retroactive to the date of City's initial operation of the system, as additional compensation as follows:~~
- ~~B. — Payment: All increases in longevity shall go into effect on the anniversary date of employment of the respective employee. This shall also apply to employees entering the longevity plan after completion of five (5) years of service. Such payment shall be made monthly.~~
- ~~C. — Break in Service: Paid time off, authorized unpaid leave of absence, layoff, or time off on Worker's Compensation (providing the injury occurred during employment with the City) shall not be deemed as a break in continuous uninterrupted service under this section.~~

Article 20 ~~ARTICLE 27 - RETIREMENT CONTRIBUTION~~

- A. Participation: The City shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.05. The City shall contribute the employer contribution as required by Wisconsin State Statutes. ~~Effective the first pay period after March 13, 2011,~~ The employee shall contribute the employee contribution as determined by WRS to the Wisconsin Retirement System.
- ~~B. Benefit Adjustment Contribution: In addition to the amount under (A) above a benefit adjustment contribution shall be paid for participating employees whose formula rate is determined by Wisconsin Statutes governing the Retirement System. Said payment shall be made by the City. For benefit purposes this contribution shall be treated as if it were an employer required contribution. — Delete paragraph B ~ Benefit Adjustment Contributions effective the first pay period after March 13, 2011.~~

Article 21 ARTICLE 28 - JURY DUTY PAY

Employees who are required to serve on jury duty shall be paid by the City the difference between their jury duty pay, less mileage payments, and their normal pay. The employee shall keep the jury duty check and receive the difference from the City.

Article 22 ARTICLE 29 - WAGES

Effective January 1, 2024 to and including December 31, 2026 the employees shall be paid the wages set forth in Appendix A to this Agreement.

Article 23 ARTICLE 30 - MATERIALS AND UNIFORMS

A. ~~Uniforms: Each operator will be furnished with the following:~~

~~Six (6) summer shirts;~~

~~Six (6) winter shirts;~~

~~Six (6) pairs of pants (all season)~~

~~One (1) jacket;~~

~~One (1) baseball type cap.~~

~~Operators must always appear in clean, pressed uniform. Management will replace uniforms on an as needed basis upon inspection by the manager. Operators may purchase additional uniforms of designated type as so desired. Operators are responsible for damage or loss not incurred in performance of duties. Wearing of jacket is optional. If a jacket is worn, it must be standard issue. Operators may wear a wool cap during the winter if so desired, but this cap must match the uniform and is subject to approval by the Manager. The cost of the wool cap is to be borne by the operator. Employees who so desire, may purchase properly fitting "walking shorts" at their own cost to wear while working from May 1st to November 1st. Walking shorts must be no shorter than four (4) inches above the knee. Shorts must be of the same color and fabric that is similar to the uniform pants, subject to the approval of the Transit Manager. If the shorts have belt loops, a belt must be worn. Denim shorts and shorts in poor condition will not be permitted.~~

B. ~~Coveralls: The City agrees to provide coveralls through an outside firm for employees who wash buses. The Employer shall pay the entire cost of the coverall service.~~

C. ~~Rags: The City shall issue rags to washers at such times as deemed necessary by the Transit Manager.~~

A. ~~Safety Equipment/Uniforms: The City may require safety equipment or Uniforms; if so, the City will provide the same.~~

E. ~~Clothing & Leather Wear: Bus Operators shall receive an annual allowance of one hundred and thirty dollars **(\$150.00)** by the end of January each year for the purchase of t-shirts, black leather shoes with leather heels no more than two (2) inches high, black leather belt, socks, black turtleneck, gloves, rubber boots for bus washing and ice cleats. These items shall be according to the specification of Transit Management. Mechanics shall receive an annual allowance of two hundred and five dollars **(\$225.00)** by the end of January each year for the purchase of steel toed work shoes or prescription safety glasses.~~

F. ~~Licenses and Certifications: Employees who are required to maintain a Commercial Driver's License (CDL) shall be reimbursed for the actual cost of renewal of their CDL up to forty dollars **(\$40.00)** once every eight (8) years. Such reimbursement shall require submission of a receipt. New employees will be responsible for initial licensing and testing fees. Effective 1/1/2002.~~

B. ~~Clothing & Leather Wear: Bus Operators shall receive an annual allowance of **\$150.00** by the end of January each year and Mechanics shall receive an annual allowance of **\$225.00** by the end of~~

January each year.

- C. Licenses and Certifications: Employees who are required to maintain a Commercial Driver's License (CDL) shall be reimbursed for the actual cost of renewal of their CDL once every eight (8) years. Such reimbursement shall require submission of a receipt.

Article 24 - Non-residency

~~The Employer hereby agrees that employees covered by this Agreement shall be allowed to reside outside the corporate limits of the City as outlined in Section 3.37 of the City Ordinance as amended and passed by the City Council on November 20, 1978.~~

Article 25- ARTICLE 31 - SAVINGS CLAUSE

If any article or section of this Agreement, or any addenda thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 26- ARTICLE 32 - ENTIRE MEMORANDUM OF AGREEMENT

- A. This agreement constitutes the entire Agreement between the Employer and the Union. Amendments or addendums to this agreement shall not be binding unless such changes are in writing, executed by the Employer and the Union, and attached to this agreement as a permanent part of it.
- B. Rights claimed in this Agreement shall be consistent with those rights and responsibilities conferred upon the Employer and/or the Union by applicable state and federal statutes. Nothing contained in this Agreement shall be interpreted as granting to either the Employer or the Union authority to unilaterally establish any matter which is a mandatory subject to collective bargaining pursuant to Wisconsin Statutes.
- C. All side letters and practices predating this Agreement shall be considered terminated unless codified pursuant to (A) above.

Article 27 ARTICLE 33 - SAFETY

The Employer agrees to maintain its equipment in a safe operating condition. The buses shall be treated in accordance with applicable federal and state laws. The judgment of management and employees as to the adjustment necessary to be within the range of safety shall be respected by the operators to the end that vehicles that can be operated with safety will not be turned in as unsafe for matters of discomfort, annoyance, or inconvenience, or on account of the normal differences in buses of various ages with various equipment.

Article 28 - Employee Classifications/Fringe Benefits

~~Employee benefits will be determined on a prorated basis, based on total hours for the previous calendar year (January 1—December 31). This proration shall be recalculated annually. Employees who reach 1820 hours or more within the calendar year will receive 100% benefits. New employees, or employees whose annual percentage calculation is at or below 50% shall accrue benefits at 50%. All benefits, with the exception of the \$200 stipend in lieu of health insurance coverage, shall be determined on a pro-rated basis.~~

Article 29 ARTICLE 34 - MISCELLANEOUS

- A. It shall not be a practice of Transit Department Management to drive bus except for the following reasons: 1. Emergency; 2 To do route checks, maintenance checks, etc. 3. When it becomes apparent that service would otherwise be disrupted.
- B. Current employees are allowed to utilize the services of the City Transit System at no cost.
- C. Training: All Bus Operators shall be provided the opportunity to drive a newly developed route prior to being assigned to drive the route. Employee input regarding training issues is welcome; however, the Employer will make the final determination of what training is provided.

ARTICLE 35 - BENEFIT CHANGES

This article shall be removed from subsequent versions of this contract covering time periods beginning in January 2027.

- A. Time off benefits: The new time off schedule put forward in this agreement will begin on 1/1/2025. 2024 Time off benefits will be based on the 2021-2023 agreement (Includes sick, vacation, holidays, Floating holidays, and bonus days).
- B. Differential: Changes in differential pay including Late Night Shift, Saturday, bus washing duties, call-in pay and shift premium take effect the month following the ratification of this agreement.
- C. Longevity: The removal of longevity takes effect the month following the ratification of this agreement.
- D. Health Insurance: Premium proration changes take effect the month following the ratification of this agreement.
- E. In 2025 and 2026 only, employees can carry over an extra 80 hours of vacation time with department approval on their anniversary date.

Article 30 ARTICLE 36 - DURATION

- A. Term: This Agreement shall become effective January 1, 2024, and shall remain in full force and effect through December 31, 2026, and shall renew itself for additional one- year periods thereafter, unless either party, pursuant to this section, has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.
- B. Bargaining: Negotiations will then commence at a mutually agreeable date.
Dated this ____ day of _____, 2024.

City of Stevens Point:

Stevens Point City Employees AFSCME, AFL CIO:

Michael J. Wiza, Mayor

Patrick Draper, President

Kari Yenter, City Clerk

Mark DeLorme, Staff Representative

SIDE AGREEMENT

~~It is agreed by and between the City of Stevens Point and Stevens Point Transit Employee Union Local 309 that the following shall constitute the agreement between the parties for procedures for bus operator to allow for trading of work shifts for the term of the current Labor Agreement between the parties:~~

1. General conditions for Trading of Work Shifts:

- a. Management has the right to deny any request for trading of hours.
- b. Operators will be allowed a maximum of four (4) trades per month.
- c. Trade hours are not calculated as hours worked and the schedule will not reflect them.
- d. The operator assigned to the bid route is responsible if their shift is not covered.
- e. Trades will not be approved if either person requests a day in which scheduled time off was available.

2. Criteria for Consideration of Trade:

- a. Request form must be filled out and approved prior to the trade.
- b. Same day trade (initial trade and payback occur on the same date) — Each person will be charged one (1) trade.
- c. Same month trade (initial trade and payback occur two different days within the same month) — Each person will be charged two (2) trades for the month.
- d. Different month trade (initial trade and payback trade occur in two (2) different months) — Each person involved will be charged one (1) trade for each month.

3. This Side Agreement shall remain in existence for the term of the current Labor Agreement between the City and Local 309. This Side Letter shall expire on December 31, 2023, unless extended by mutual agreement of the parties.

Appendix "A"

CENTRAL TRANSPORTATION

	(2.25 %)	(2%)	(1.75%)
CDL Bus Operator	1/1/2021	1/1/2022	1/1/2023
Start Rate	\$20.19	\$20.59	\$20.95
(85% of published rate)			
Upon completion of initial nine (9) calendar months of employment	\$21.38	\$21.81	\$22.19
(90% of published rate)			
Upon completion of eighteen (18) calendar months of employment	\$22.57	\$23.02	\$23.42
(95% of published rate)			
Upon completion of twenty-four (24) calendar months of employment	\$23.75	\$24.23	\$24.65
Non-CDL Bus Operator	1/1/2021	1/1/2022	1/1/2023
Start Rate			
(90% of published rate)	\$15.09	\$15.39	\$15.66
After nine (9) months or 1,044 hours Of service, whichever comes first	\$16.76	\$17.10	\$17.40
Mechanic	1/1/2021	1/1/2022	1/1/2023
Start Rate			
(90% of published rate)	\$23.56	\$24.03	\$24.45
After nine (9) months or 1,044 hours of service, whichever comes first	\$26.18	\$26.70	\$27.17

APPENDIX A
CENTRAL TRANSPORTATION

	(9) % <u>1/1/2024</u>	(3%) <u>1/1/2025</u>	(3%) <u>1/1/2026</u>
CDL Bus Operator	\$26.87	\$27.67	\$28.50
CDL Bus Operator 5 Years	\$26.97	\$27.78	\$28.61
CDL Bus Operator 10 Years	\$27.12	\$27.93	\$28.77
CDL Bus Operator 20 Years	\$27.22	\$28.04	\$28.88
Non-CDL Bus Operator	\$18.97	\$19.53	\$20.12
Non-CDL Bus Operator 5 Years	\$19.07	\$19.64	\$20.23
Non-CDL Bus Operator 10 Years	\$19.22	\$19.79	\$20.39
Non-CDL Bus Operator 20 Years	\$19.32	\$19.90	\$20.49
Mechanic	\$29.62	\$30.50	\$31.42
Mechanic 5 Years	\$29.72	\$30.61	\$31.52
Mechanic 10 Years	\$29.87	\$30.76	\$31.68
Mechanic 20 Years	\$29.97	\$30.86	\$31.79

**PORTAGE COUNTY: MULTI JURISDICTIONAL 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

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 \$1,500.00 or less to keep the leased Equipment in good operating condition. City agrees to pay for repairs greater than \$1,500.00 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: _____



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

May 7, 2024

Mr. Joel Lemke, Public Utilities Director
Stevens Point Utilities
300 Bliss Avenue
Stevens Point, WI 54481

Re: Well No. 12 Drilling
Contract 24-12
City of Stevens Point, Wisconsin

Dear Joel,

Bids for the above-referenced Project were opened on May 7, 2024. One Bid was received with the resulting Bid tabulation enclosed. The low Bid of \$354,583.00 was less than ENGINEER's opinion of probable construction cost.

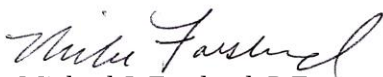
Municipal Well and Pump of Waupun, Wisconsin, was the apparent low Bidder at \$354,583.00. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Municipal Well and Pump on projects for the Village of Slinger and the Cities of Fond du Lac and Oconomowoc. For those projects, the owners determined Municipal Well and Pump to be responsible.

If you determine that Municipal Well and Pump is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®


Michael J. Forslund, P.E.

Enclosures

Well No. 12 Drilling						
Contract 24-12						
City of Stevens Point, Wisconsin						
Solicitor: Strand Associates, Inc.						
May 7, 2024 11 A.M. CST						
					Municipal Well & Pump	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension
Well No. 12 Drilling						
	1	Move In and Out	LS	1	\$137,000.00	\$137,000.00
	2	Gravel Wall Well 36?IN Hole	LF	95	\$855.00	\$81,225.00
	3	Gravel Wall Well 26?IN Inner Casing	LF	78	\$311.00	\$24,258.00
	4	Gravel Wall Well Formation Sampling	LS	1	\$13,880.00	\$13,880.00
	5	Gravel Wall Well 26?IN Screen	LF	20	\$973.00	\$19,460.00
	6	Grouting	LS	1	\$14,950.00	\$14,950.00
	7	Development	HRS	40	\$454.00	\$18,160.00
	8	Furnish Production Well Test Pump	LS	1	\$20,210.00	\$20,210.00
	9	Operate Production Well Test Pump	HRS	40	\$174.00	\$6,960.00
	10	Video Survey	EA	1	\$2,020.00	\$2,020.00
	11	Abandonment of Existing Test Well	LS	1	\$11,460.00	\$11,460.00
	12	Cash Allowance for Water Quality Analyses (\$5,000)	LS	1	\$5,000.00	\$5,000.00
Base Bid Total:					\$354,583.00	

BIDDER: Midwest Well Services, Inc. dba: Municipal Well & Pump

BID FORMS

CITY OF STEVENS POINT
STEVENS POINT, WISCONSIN
WELL NO. 12 DRILLING
CONTRACT 24-12

Prepared by:

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715
www.strand.com

Issued for Bid
April 11, 2024



SECTION 00 41 00

BID

CITY OF STEVENS POINT
STEVENS POINT, WISCONSIN
WELL NO. 12 DRILLING
CONTRACT 24-12

A. Table of Contents

- ARTICLE 1. BID RECIPIENT
- ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS
- ARTICLE 3. BIDDER'S REPRESENTATIONS
- ARTICLE 4. BIDDER'S CERTIFICATIONS
- ARTICLE 5. BASIS OF BID
- ARTICLE 6. TIME OF COMPLETION
- ARTICLE 7. ATTACHMENTS TO THIS BID
- ARTICLE 8. DEFINED TERMS
- ARTICLE 9. COMMUNICATIONS
- ARTICLE 10. BID SUBMITTAL

ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 11 A.M., local time, May 7, 2024.

1.02 Online electronic Bidding through QuestCDN.com is the only way the Bid will be accepted. To access the electronic Bid Form, download the Project Documents and click the Online Bidding button.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 85 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.03 In submitting this Bid, Bidder represents the following:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda.

2.04 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3—BIDDER'S REPRESENTATIONS

3.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as CONTRACTOR; and (c) Bidder's (CONTRACTOR's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4–BIDDER'S CERTIFICATIONS

4.01 Bidder certifies the following:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.

3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

ARTICLE 5—BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID

WELL DRILLING

CITY OF STEVENS POINT STEVENS POINT, WISCONSIN WELL NO. 12 DRILLING CONTRACT 24-12

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the Drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

See Section 01 29 00--Contract Considerations for discussion of Cash Allowances to include in the Bid.

Item No.	Description	Quantity	Unit	Unit Cost	Extension
Rotary Drilling					
1.	Move In and Out	1	LS	\$	\$
2.	Gravel Wall Well 36-IN Hole	95	LF	\$	\$
3.	Gravel Wall Well 26-IN Inner Casing	78	LF	\$	\$
4.	Gravel Wall Well Formation Sampling	1	LS	\$	\$
5.	Gravel Wall Well 26-IN Screen	20	LF	\$	\$
6.	Grouting	1	LS	\$	\$
7.	Development	40	HRS	\$	\$
8.	Furnish Production Well Test Pump	1	LS	\$	\$
9.	Operate Production Well Test Pump	40	HRS	\$	\$
10.	Video Survey	1	EA	\$	\$
11.	Abandonment of Existing Test Well	1	LS	\$	\$
12.	Cash Allowance for Water Quality Analyses	1	LS	\$5,000.00	\$5,000.00

COMPUTED TOTAL BID CONTRACT 24-12 (ITEMS 1 THROUGH 12)

_____ Dollars \$ _____
(Words) (Numbers)

ARTICLE 6--TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before November 15, 2024, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 15, 2024.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7--ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of 5% bid bond
(Surety, Certified Check, Bank Money Order, or Bond)

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.

C. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8--DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9--COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Scott De Young, President

Street: 1212 Storbeck Drive

City, State, Zip Code: Waupun, WI 53963

Phone No.: 920-324-3400 Fax No.: 920-324-3431

E-mail address: sdeyo@municipalwellandpump.com

ARTICLE 10--BID SUBMITTAL

Submitted on May 7, 2024

State Contractor License Number WDNR #0013 (if applicable).

If Bidder is:

An Individual

By: _____
(Individual's signature)

Name (typed or printed): _____

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: Midwest Well Services, Inc. dba: Municipal Well & Pump

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Scott De Young

Title: President

Attest Shelly Schulz
Shelly Schulz (Signature of Corporate Secretary)

Business address: 1212 Storbeck Drive, Waupun, WI 53963

Phone No.: 920-324-3400 Fax No.: 920-324-3431

E-mail address: sdeyo@municipalwellandpump.com

Date of Qualification to do business in (State where the Project is located) is 09/14/2000

Sworn and subscribed to before me this

7 day of May 2024

Notary Public or Other Officer

Authorized to Administer Oaths.

My Commission expires: 04-03-2028



Section 00 41 00-7
1038.015/24-12

A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of _____, _____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION

ACTION BY THE UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF MIDWEST WELL SERVICES, INC.
IN LIEU OF A SPECIAL MEETING OF DIRECTORS

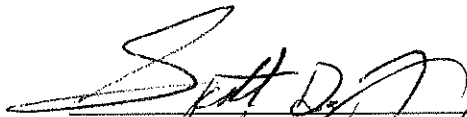
The undersigned, being all the directors of Midwest Well Services, Inc., do hereby adopt the following actions as the actions of the corporation's directors in lieu of an annual meeting of the directors, by unanimous written consent, pursuant to Section 180.0821 of the Wisconsin Statutes.

RESOLVED: That the Board of Directors approve and authorize, the election of the following officers:

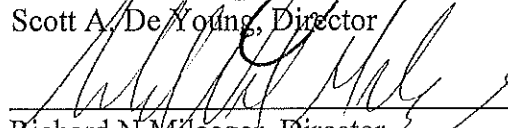
President	Scott A. De Young
Exec. Vice President	Richard N. Milaeger
Vice President	Martin T. Van Ells
Treasurer	Jared A. Oosterhouse
Secretary	Shelly S. Schulz

BE IT FURTHER RESOLVED: Each officer noted above is hereby authorized to sign contracts on behalf of the corporation. Additionally, Brian Brodersen, Senior Project Engineer, is authorized to sign bond agreements, bid documents and contracts as an agent of Midwest Well Services, Inc.

This instrument dated effective this 26th day of February, 2024, to be part of the minutes of the corporation.

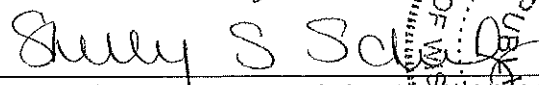


Scott A. De Young, Director

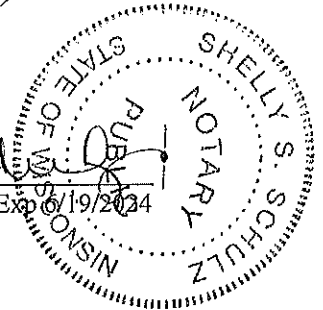


Richard N. Milaeger, Director

Subscribed and sworn before me this 26th day of Feb, 2024



Shelly S. Schulz Commission Expires 6/19/2024

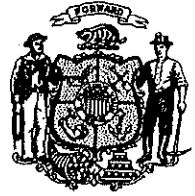


United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

MIDWEST WELL SERVICES, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is September 14, 2000.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on March 27, 2019.

MARY ANN MCCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **241103-EA446E14**

This is a report regarding your license or registration status in regards to NR 146, Wisconsin Administrative Code. You may cut along the lines and carry it in your wallet to have your license or registration number and recent status available when needed.

PLEASE NOTIFY THE DEPARTMENT WITHIN TEN DAYS IF THERE ARE ANY CHANGES IN ADDRESSES OR RELATIONSHIPS BETWEEN BUSINESS AND INDIVIDUAL at DNRDGLicensing@wisconsin.gov or call (920) 946-1149.

MUNICIPAL WELL & PUMP/MIDWEST WELL

1212 STORBECK DR

WAUPUN WI 53963

Wisconsin Department of Natural Resources MUNICIPAL WELL & PUMP/MIDWEST WELL# 0013 1212 STORBECK DR WAUPUN WI 53963 Water Well Driller Business Registration Expire Date: 12/31/2024 Pump Installer Business Registration Expire Date: 12/31/2024	Authorization Codes: PIB - A - Notify DNR of changes. WWDB - A - Notify DNR of changes. PIB - E - Business is financially responsible. WWDB - E - Business is financially responsible. Print Date: 03/15/2024
--	---

Explanation of Authorization Codes

A. Notify DNR within 10 days of change in any business ownership or address, or supervisory individual or address.

E. Corporations, partnerships LLCs or businesses are financially responsible for compliance with all applicable regulations.



MUNICIPAL WELL & PUMP

A Division of Midwest Well Services, Inc.

CORPORATE RESUME

History - MUNICIPAL WELL & PUMP was established as a corporation in the State of Wisconsin in July 1984. In 1992 Milaegeer Well & Pump joined forces with the Municipal Well & Pump to provide additional expertise going back to 1916. The company was purchased by Midwest Well Services, Inc. in September 2000, but continues to operate under the Municipal Well & Pump name. In 2005, the company purchased Pumpstation Professionals which expanded our services in the golf course and pump station controls market. In 2016, we purchased Peerless Well & Pump in Dubuque, IA expanding our geographic territory further into Iowa, Illinois, and southwestern Wisconsin. Peerless is a subsidiary of Midwest Well Services, Inc. Total Corporate Sales in 2022 were \$22,350,000 as compared to \$10,352,000 just 6 years earlier in 2016.

Services - The firm primarily engages in well construction, new well pumps and installation, well pump repair, well testing, well rehabilitation, and Geophysical Exploration. Municipalities and large industries throughout Illinois & Wisconsin comprise the majority of Municipal Well & Pump customers, with some customers in Indiana, Iowa, Minnesota and Michigan as well.

Equipment available for performing various drilling and pump servicing operations includes:

- 9 pump rigs/cranes with ratings from 8 tons to 55 tons
- 9 service trucks with cranes rated from 5,000lbs to 7,500lbs.
- 2 Foremost DR24HD dual rotary drill rigs
- 3 cable tool drilling rigs ranging in size from BE28L to BE36L
- 1 Aries Water-well Televising System installed in a Mercedes Sprinter van & 1 Explorer Televising System
- Plus, approximately 50 pieces of support equipment

For a complete listing of all equipment, please see the attached Equipment List.

Facilities - The Corporation operates in a 26,000 square foot modern shop and office facility located in Waupun, Wisconsin. In addition to the building is approximately 6 acres of hard surface storage yard and staging area. We also maintain a 2nd shop facility in Dubuque, IA.

Crews - Municipal Well & Pump runs 8 full-time crews pump crews and 2 full-time drilling crews.

- Our Pump crews are led by Andy Klemme (28 years), Tom Piscitello (26 years), Robert Kooima (16 years) and Wes Derksen (21 years). All of our crews have received hands on training in all aspects of well and pump servicing. Well pumps of up to 1,000 horsepower and 1,200 feet in depth have been installed and serviced by our crews. All operators are licensed pump installers.

- Our Drilling crews are led by Mason Rens (17 years) and Leif Steuck (35+ years). In addition to drilling large diameter wells with depths up to 1,750 feet, they are also experienced with reverse circulation, "barber drilling" and open hole mud drilling. Both are also experienced well and pump service technicians.

Safety - Municipal Well & Pump takes safety seriously and strives for "zero accidents" at all times. We are an active member of ISNetWorld and Avetta which monitors all our OSHA records, EMR results and Safety policies for various clients. Our Drug and Alcohol program is managed by DISA for both FMCSA and DCCHA/NASAP consortiums.

Bonding - Municipal Well & Pump is fully bondable for individual projects up to \$7,500,000 and total projects to \$12,000,000. Complete insurance coverage is in full force with limits of \$2,000,000 Liability with a \$9,000,000 Umbrella.

Summary - Municipal Well & Pump offers a complete spectrum of well and pump related services backed by professional and knowledgeable staff, supported by modern state of the art equipment. The overall progressive attitude of the corporation and its employees generate expert and cost-effective operations.

MAJOR CONTRACTS ON HAND

As of March 6, 2023

Name of Customer	Project	Contract	Percent Complete	Estimated Completion	Engineer / GC
Menomonee Falls, WI	Well #9 Rehabilitation	\$252,282	98	April 2023	None
Winnebago County, WI	Well #1 Pump Rehabilitation	\$177,603	90	April 2023	Willert Hofmann & Associates
Osseo, WI	Well #3 Canned Booster Pumps & Well Pump	\$185,050	85	June 2023	RJ Jurovski / S.E.H.
Pingree Grove, IL	Well #3 Construction and Pump Installation	\$1,427,173	85	June 2023	Williams Brothers/Fehr-Graham
Mount Prospect, IL	Well #17 Rehabilitation	\$348,696	80	March 2023	Baxter & Woodman
Elk Grove, IL	Well #9 Rehabilitation	\$449,692	75	May 2023	Engineering Enterprises
La Salle, IL	Well #13 Construction	\$707,205	75	March 2023	Donahue/Fehr-Graham
Industrial Client, WI	4 New Wells & Pumps	\$755,595	65	June 2023	Burns & McDonald
Waukesha, WI	Well #10 Pump Repairs	\$243,384	60	April 2023	None
Fort McCoy, WI	Wells #24 & #29 Rehabilitation	\$196,443	50	April 2023	MSA Associates
Loves Park, IL	Well #7 Construction	\$322,396	45	September 2023	Baxter & Woodman
Weston, WI	Well #7 & #8 Construction	\$587,324	45	July 2023	Ellis Construction/AECOM
Industrial Client, IL	New Well Construction	\$1,215,968	40	June 2023	None
Slinger, WI	Well #7 Construction	\$245,000	40	August 2023	Strand Associates
Crystal Lake, IL	Well #16 Pump Rehab	\$362,409	35	May 2023	None
Geneva, IL	Well #6 Rehabilitation	\$142,290	30	May 2023	Rempe-Sharpe & Associates
Spencer, WI	Well #7 Construction	\$177,272	25	April 2023	Town & Country Engineers
Janesville, WI	Well #7 Rehabilitation	\$64,547	15	April 2023	None
Grand Geneva Ski Hill	Well Construction	\$239,677	10	December 2023	None
Hudson, WI	Well #10 Maintenance	\$102,234	0	June 2023	None
Huntly, IL	Well #13 Construction	\$1,470,844	0	August 2023	Engineering Enterprises
Cascade, WI	Well #3 Construction	\$174,258	0	May 2023	S.E.H.
Holmen, WI	Well #8 Pump	\$154,310	0	December 2023	Olympic Builders/S.E.H.
Winneconne, WI	Wells #1 & #2 Pump & Booster Rehabilitation	\$158,830	0	December 2023	August Winter & Sons/McMahon

Total Current Backlog \$7,154,054

List of References

Name	Contact	Telephone
------	---------	-----------

Illinois Municipal References:

City of Galesburg, IL	Tim Fey (tfey@ci.galesburg.il.us)	309-345-3648
Village of Hoffman Estates, IL	Joe Nebel (Joseph.Nebel@Hoffmanestates.org)	847-882-9100
Village of Island Lake, IL	Patrick Stewart (patrick.stewart@voislk.com)	847-526-1954
City of La Salle, IL	Jeff Bumgarner (j.bumgarner@lasalle-il.gov)	815-228-6102
Village of Mount Prospect	Matt Overeem (movereem@mountprospect.org)	847-870-5640
City of Oglesby, IL	Lance Greathouse (lgreathouse@testinc.com)	815-883-3639
City of Silvis, IL	Jim Grafton (jgrafton@silvisil.org)	309-792-9181
City of Sycamore, IL	Matt Anderson (maanderson@cityofsycamore.com)	815-895-2992

Wisconsin Municipal References:

Village of Ashwaubenon, WI	Doug Martin (dmartin@ashwaubenon.com)	920-492-2335
City of Brookfield, WI	Martin Moyer (moyer@ci.brookfield.wi.us)	262-796-6717
City of Colby, WI	Harland Higley (colbydpw@cityofcolby.org)	715-223-6615
Cedarburg Light & Water Utility	Tim Martin (tmartin@cedarburglightandwater.org)	262-375-7652
Village of Grafton, WI	Tim Nennig (tnennig@village.grafton.wi.us)	262-375-5330
Jefferson Utilities	Scott Adler (sadler@wppienergy.org)	920-674-7714
Marshfield Utilities	Jon Richmond (john.richmond@MarshfieldUtilities.org)	715-387-1195
City of Pewaukee, WI	Jane Mueller (jem@pewaukee.wi.us)	262-691-0804
Village of Saukville	Dale Kropidlowski (dkropidlowski@village.saukville.wi.us)	262-284-3185
Watertown Water	Peter Hartz (phartz@ci.watertown.wi.us)	920-262-4075
City of Waukesha, WI	Kelly Zylstra (kzylstra@waukesha-water.com)	262-409-4430

Engineer References

AECOM	Dennis Saari	(Verona, WI - 2013)	630-466-6700
Baxter Woodman	Eric Murauskas	(Genoa, IL - 2020)	815-459-1260
CBS Squared, Inc.	Jon Strand	(Greenville, WI 2018)	715-861-7428
C.E.S.	Dennis McMullen	(Cherry Valley, IL - 2013)	815-547-8435
Clark Dietz	Ravi Jayaraman		262-657-1550
Davy Engineering	Jim Kochie		608-782-3130
Engineering Enterprises, Inc.	Stephen Dennison	(Pingree Grove, IL - 2012)	630-466-6700
Fehr Graham & Associates	Adam Holder	(Freeport & Lena, IL - 2012)	815-235-7643
Fehr Graham & Associates	Darin Stykel	(Freeport & German Valley, IL - 2018)	815-235-7643
MG2A	Jim Earlywine	(Godley, IL - 2009)	815-939-4921
MSA Professional Services - Baraboo	Rob Uphoff		608-356-2771
MSA Professional Services - Dubuque, IA	Nick Wagner	(La Porte, IA - 2011)	815-777-9333
Rempe Sharpe	Dan Watson	(Elburn, IL - 2012)	630-232-0827
Ruekert & Mielke, Inc.	Chris Epstein		262-542-5733
Strand Associates, Inc.	Mike Forslund		262-542-5733
Strand Associates, Inc	Steve Kluesner	(Fond du Lac 2013, 2017, 2018, 2019, 2020)	608-251-4843
Town & Country Engineering	Ben Heideman	(Cross Plains - 2021)	608-273-3350

Equipment List

Pump Rigs	
2013	Kenworth T440 with Smeal R15 hoist
2011	Kenworth T370 with Smeal R12 hoist
2008	International 4400 with Smeal 12T hoist
2006	International 7600 with National 800D 23T crane
2005	International 4400 with Smeal R20 hoist
2002	International 4400 with Smeal 12T hoist
2001	International 4600 with Smeal R12 Hoist
2000	Peterbuilt with Smeal R12 hoist
1996	Freightliner with Smeal R36 hoist
1991	GMC with Semco 8T hoist
Peerless (Dubuque) Pump Rigs	
2007	International 4400 with Smeal R15 hoist
2005	Sterling with Smeal R12 hoist

Drill Rigs	
2018	Foremost DR24HD on Kenworth T800 (w/tooling)
2007	Foremost DR24HD on Kenworth T800 (w/tooling)
	Bucyrus Erie 36-L Drill Rig, Diesel, skid mounted
	Bucyrus Erie 28-L Drill Rig, trailer mounted
	Bucyrus Erie 60-L Drill Rig, skid mounted

Service Trucks	
2023	Ford F650 – with 7,500 lb Crane, Welder & Tools
2021	Ford F650 – with 7,500 lb Crane, Welder & Tools
2019	Ford F650 – with 7,500 lb Crane, Welder & Tools
2019	Ford F650 – with 7,500 lb Crane, Welder & Tools
2017	Ford F550 – with 7,500 lb Crane, Welder & Tools
2017	Ford F650 – with 7,500 lb Crane, Welder & Tools
2016	Ford F650 – with 7,500 lb Crane, Welder & Tools
2016	Ford F550 – with 7,500 lb Crane, Welder & Tools
2015	Ford F550 – with 7,500 lb Crane, Welder & Tools
2013	Ford F550 – with 7,500 lb Crane, Welder & Tools
2013	Ford F550 – with 7,500 lb Crane, Welder & Tools
2012	Ford F550 – with 7,500 lb Crane, Welder & Tools
2020	Ford F250 – Service Truck

Support Equipment	
2014	Mercedes Sprinter 3500 - TV Van with Deep Hole Camera
2017	(2) Explorer Video Cameras (Portable)
2005	Kenworth W900 Flatbed
2013	Cable Spool Trailer
	AirShock Equipment with 1,500ft Hose Reel & Trailer
	Ford 455 & Caterpillar 416C Backhoes
	Forklifts (3)
	Trailers - various sizes (21)
	Pickups (14)
	Portable Water Towers (7) ranging from 3,000 to 5,000 gallons
	Various Compressors, Generators, Pumps, Etc

All equipment is maintained in good condition, all maintenance records are tracked electronically, and daily and annual inspections are completed and documented as required by the DOT.

Contracts Completed

Wisconsin Projects:

Name of Customer	Project Description	Contract Value	Completion Date
Neumann Enterprises, Autumn Ridged Subdivision, Ixonia, WI	Two new wells, new pump houses, pumping equipment and a reservoir.	\$1,150,000	March, 2006
Verona, WI	Drill Well #5 – 21" x 1,166' deep	475,000	Mar, 2013
Viroqua, WI	Drill Well #6 - 17" x 1,155' deep	552,338	Aug, 2013
Waukesha, WI	Well #10 – 1,000hp BJ Pump Repair	199,300	April, 2014
Madison, WI	Drilling Well #31 – 25" x 915' deep	1,050,325	Dec, 2014
Nekoosa, WI	Well #4 – Collector Well Rehab	121,031	Aug, 2015
Saukville, WI	Drilling New Well #6	210,857	July, 2016
State of Wisconsin	Fox Lake Prison – Rehab 4 Wells	282,111	Aug, 2016
Curtiss, WI	Well #11 & #12 Construction	543,652	March, 2017
Middleton, WI	Well #6 Rehabilitation	183,496	May, 2017
Pewaukee, WI	Well #2 – Pump Reinstall	130,271	Sept, 2017
Fond du Lac, WI	Well Rehabilitations	365,753	Feb, 2018
Fort McCoy / Alliance Steel	3 New Wells	878,599	Jan, 2018
Brookfield, WI	Well #22 rehabilitation	162,558	September, 2018
Kettle Moraine Fish Hatchery	Multiple Well Constructions	405,067	October, 2018
New London, WI	Well #3 Water Treatment	160,000	November, 2018
Lake Como, WI	Well 1 & Well 2 Rehab	273,209	January, 2019
Fond du Lac, WI	2018 Well Maintenance	439,817	January, 2019
Platteville, WI	Well #6 Construction	844,055	June, 2019
Cobb, WI	Well #4 Construction	274,663	August, 2019
Greenville, WI	Well #5 Construction	367,877	November, 2019
Jefferson, WI	Well #5 Rehabilitation	98,670	January 2020
Delevan, WI	Well #6 Rehabilitation	112,828	April 2020
Fond du Lac, WI	Well #13 Rehabilitation	159,108	April 2020
Fond du Lac, WI	2019 Well Maintenance	203,356	May 2020
New London, WI	Well #4 Replacement Construction	354,518	June 2020
Windsor, WI	Well #3 Test Well	137,675	June 2020
Verona, WI	Well #6 Construction	599,429	July 2020
Pioneer Estates – Grafton, WI	Well #5 Construction	226,452	October 2020
Windsor, WI	Well #3 Construction	256,844	November 2020
Arlington, WI	Well #4 Construction	307,268	April 2021
Cross Plains, WI	Test Well #3	137,642	April 2021
Madison, WI	Well #18 Rehabilitation	178,328	May 2021
State of Wisconsin/ Devil's Lake State Park, WI	New Well & Multiple Well Rehabilitations	232,957	July 2021
Germantown, WI	Well #12 Construction	478,981	December 2021
Jefferson, WI	Well #4 Rehabilitation	299,859	January, 2022
Genoa City, WI	Well #5 Pull and Reinstall	96,590	February 2022
Bristol, WI	Well #3 Rehabilitation	227,392	September 2022
Bloomfield Water Utility, WI	Well #2 Pull and Reinstall	79,116	October 2022
Knapp, WI	Well #2 Pull and Replace	47,783	October 2022
Nekoosa, WI	Well #4 (Collector Well) Rehab	148,008	January 2023
Oconomowoc, WI	Well #8 Construction	494,572	January 2023

Contracts Completed

Illinois Projects:

Name of Customer	Project Description	Contract Value	Completion Date
City of Batavia, IL	Two New Wells	\$ 1,230,000	Dec, 2006
Freeport, IL	Drill 2 New Wells with Pumping Equipment	560,000	March, 2013
Mount Prospect, IL	Well #5 – Evaluation and Rehab	520,714	Dec, 2014
Utica, IL	Well #1 – Install 200' SS Liner	183,500	Jan, 2015
Libertyville, IL	Well #12 – Rehab	356,947	May, 2015
Rochelle, IL	Well #11 - Pump Repair	199,990	Aug, 2015
Rockford, IL	Well #18 – Rehab	257,514	Sept, 2015
Lake in the Hills, IL	Well #14 & # 15 – Pump Equipment/Install	350,634	July, 2016
Arlington Heights, IL	Well #11 Rehabilitation	493,077	June, 2017
Buda, IL	Drill Well #3 - 10" x 1.630'	462,780	June, 2017
German Valley, IL	Two new wells - #4 & #5	416,780	June, 2017
Winnebago County, IL	Drill Well #2 – 16" x 625' w/Pump +	449,526	August, 2017
Arlington Park Race Course	Well Pump Repair / Well Rehab	255,151	March, 2018
Naperville, IL	Well #20 Pump Rehabilitation	365,949	August 2018
Monee, IL	Well #5 Construction	219,758	August 2018
Freeport, IL	Test Wells #11 & #12	649,708	February, 2019
Rockford, IL	Well U35 Rehabilitation	152,026	January, 2019
Capron, IL	Well #3 Construction	301,355	February, 2019
Freeport, IL	Test Wells #11 & #12	658,708	February, 2019
Durand, IL	Test Well	205,361	May, 2019
Shannon, IL	Well #5 Construction	316,589	October, 2019
Gilberts Development, IL	Well 5 & 6 Construction	2,214,000	January, 2020
Sycamore, IL	Well #6 Pump Repairs	165,235	February 2020
LaSalle, IL	Well #12 Rehabilitation	120,330	March 2020
Island Lake, IL	Well #4-10 Rehabilitation	40,272	April 2020
LaSalle, IL	Well #6 Rehabilitation	79,589	June 2020
Grayslake, IL	Well #5 Construction	514,200	June 2020
Crystal Lake, IL	Well #16 Pump Repairs	206,222	July 2020
Carpentersville, IL	Well #6 Rehabilitation	57,782	September 2020
Genoa, IL	Well #4 Modifications	158,812	October 2020
Cary, IL	Well #10 Rehabilitation	200,914	December 2020
Loves Park, IL	Test Well Construction	206,981	February 2021
Bishop Hill, IL	Well #2 Construction	389,583	April 2021
Pingree Grove, IL	Test Well Construction	404,225	April 2021
Frankfort, IL	Well #18 Construction	219,931	October 2021
Peru, IL	Well #5 Rehabilitation	133,490	January 2022
Mt. Prospect, IL	Well #4 Abandonment	226,302	February 2022
Crystal Lake, IL	Well #7 Rehabilitation	322,516	May 2022
Industrial Client, IL	New Well & Pump	327,274	September 2022
Industrial Client, IL	New Well & Pump	410,509	February 2023

Contracts Completed

Other State Projects:

Name of Customer	Project Description	Contract Value	Completion Date
La Porte, IA	New Well #5, with Pump Equipment	\$364,000	July, 2011
Eitzen, MN	Drilling of Well #4	180,695	Nov, 2014
Lanesboro, MN	Turbine Pumps & Abandonments	116,798	Dec, 2015
Ishpeming, MI	Rehab of Wells #2 & #10	48,256	June, 2017
North Liberty, IA	Well Construction Rehab – 2 Wells	825,774	May, 2018

Municipal Well & Pump

Resume of Key Employees

Scott De Young – President/CFO, Treasurer

Scott joined Municipal Well and Pump in 2002. Most recently, Scott worked for the Barnabas Foundation in Orland Park, IL as the Director of Finance and Administration. Prior to 2000, he was the Vice President of Finance and Operations for 2 different printing companies in Chicago since 1989. He also worked for 2 years in public accounting. Scott graduated from Trinity Christian College, Palos Heights, IL in 1987 with a B.S. in Account. Scott is a Certified Public Accountant.

Dick Milaeger – Executive Vice President / Senior Project Manager

Dick is a third generation well contractor with extensive field knowledge in well drilling and pump service. He has been a Sales Engineer for Municipal Well & Pump since 1992 with expertise in well drilling, rehabilitation, pump engineering, water treatment and water systems design. Dick was also the Owner & President of Milaeger Well & Pump from 1983 to 1992 and was Director of Sales from 1976 to 1983. Dick is a Graduate of University of Wisconsin with a Bachelor of Science in Mining Engineering. Dick is a licensed Pump Installer in Wisconsin & Illinois; he is also a licensed Well Driller in Illinois.

Tracy Greenfield - Vice President / Senior Project Manager

Tracy has been a Project Manager and Estimator for Municipal Well & Pump since 1987. He has expertise in well construction, vertical turbine and submersible pump installations and well rehabilitation. He was also a Driller & Pump Installer for Bloyer Well Company from 1978 to 1987. He graduated from the University of Wisconsin with a Bachelor of Science in Civil Engineering. Tracy is a licensed Pump Installer and Well Driller in Wisconsin & Illinois.

Marty Van Ells – Vice President / Senior Project Manager

Marty began working for Municipal Well and Pump in 1986 as an Operator. In 1996, he was promoted to Field Operations Manager. Then in 1998, Marty decided to take a Plant Manager position with AJS & Associates in Random Lake, Wisconsin. In February, 2003, after 5 years, Marty decided to return to MWP for a Sales / Project Manager position. Marty has extensive experience with Well rehabilitations, vertical turbine pumps, submersible pumps and horizontal pumps.

Patrick Harrington - Sales / Project Manager

Patrick joined Municipal Well and Pump in December 2012 after working for Wisconsin Rural Water Association. Patrick has worked closely with water utilities since 2004, first as a source water specialist then a trainer with WRWA. He has experience and expertise in groundwater and wells. In 1994, Patrick received a Bachelor of Science degree in Water Resources and Soil Science from the University of Wisconsin – Stevens Point and is currently working on a Master of Science degree in Environmental Science and Analysis at the University of Wisconsin – Green Bay.

Chris Ferguson – Sales / Project Manager

Chris started at Municipal Well and Pump in March of 2021. Prior to joining the team at MWP, Chris worked at Midwest Contract Operations out of Menasha, WI for 4.5 years. Prior to Midwest Contract Operations, he worked with MSA Professional Services as an Environmental Technician for a little over a year. Chris graduated from the University of Wisconsin- Stevens Point in 2015 with a Bachelor of Science degree in Soil and Waste Resource Management. Chris is a State of Wisconsin Advanced Certified Water and Wastewater Operator with a strong background in troubleshooting equipment. He has also completed the 40-hour HAZWOPER training. As of December 2022, he holds a Wisconsin Pump Installer License. Chris is looking forward to serving municipal and industrial clients in Wisconsin as a member of the Municipal Well and Pump team.

Brian Brodersen, P.E. – Senior Project Engineer

Brian joined Municipal Well and Pump in December 2016 after nearly 23 years at Layne Christensen Company as a Design Engineer and Project Manager. He has extensive professional experience in the water industry that includes well rehabilitation, well construction, pump design, installation and repair. Brian has Bachelor of Science and Master of Science degrees in Civil Engineering from the University of Wisconsin-Milwaukee. He is a licensed Professional Engineer in Wisconsin and also holds a Wisconsin Pump Installer license and a Wisconsin Small System Operator license.

Mark Mueller – Sales / Project Manager

Mark began working for Municipal Well and Pump in 2018. Prior to joining the team at MWP, Mark had 26 years of experience as a Water Chemistry Lab Director/Tech working at Suburban Laboratories Inc. and McHenry Analytical. He received his Bachelor of Science in Water Chemistry from University of Wisconsin-Stevens Point in 1992 and is certified IEPA IC Chemist. Mark is also certified as an Illinois IDPH Microbiologist and Wisconsin Microbiologist.

Municipal Well & Pump Well Drilling Projects Reference List - as of Nov 2022

Screened Wells - Completed by MMP

Name of Client	Project Name	Completion Date	Value of Contract	Project Specifics	Type of Well	Owner/Contract	Engineer/General	Contact	Phone #
Oconomowoc, WI	Well #8	September-22	\$ 593,800	24" x 16" x 219'	Screened	Scott Osborn	Engineer/General	Mike Forslund	(608) 251-4843
Stevens Point, WI	Test Well	April-22	\$ 80,411	12" x 7'5"	Screened	Joel Lank	Strand Associates, Inc.	Mike Forslund	(608) 251-4843
Lovett Park, IL	Test Well #7	February-21	\$ 207,150	12" x 24"	Screened	Craig McDonald	Baxter & Woodman	Jerry Groth	(815) 444-3264
Muskegon, WI	Well #4 & Equip	July-20	\$ 161,820	12" x 16" x 130'	Screened	Troy Wardell	Delta 3	Mark Dignan	(608) 348-5355
New London, WI	Well #3 & Equipment	May-20	\$ 377,677	48" x 36" x 34' x 24' x 18" x 170'	Screened	Steve Thompson	AECOM	Angel Gebreau	(715) 342-3023
Industrial Client - WI	High Cap Well & Equip	December-18	\$ 176,204	24" x 9"	Screened	Provided Upon Request	None - direct with MMP	Joel Giraud	(715) 842-3040
Weston, WI	Test Well #1	October-18	\$ 89,688	16" x 11'5"	Screened	Keith Donner	AECOM	Merlin Swillick	(715) 257-8081
Medford, WI	Well #12	December-17	\$ 110,151	24" x 14" x 120'	Screened	John Neubauer	Swillick & Sons	AI Gintress	(715) 568-4141
New Auburn, WI	New Well #2	October-17	\$ 85,639	16" x 10" x 168'	Screened	John Bohl	A-1 Excavating	Michael Voss	(715) 354-2133
Spencer, WI	New Well #5	September-14	\$ 123,424	16" x 12" x 97'	Screened	Dean Smith	M&S Professional Serv	Susan Weidkewicz	(715) 238-4000
Labrador, WI	New Well #8	September-13	\$ 113,157	24" x 15" x 168'	Screened	Kurt Garsenauer	Short Elliot Hendrickson	Joel Janssen	(608) 434-5049
Spec Pro, Baraboo, WI	Extraction Well	May-10	\$ 128,000	20" x 12" x 210'	Screened	Sandy Krisko	SpecPro Environmental		

Open Hole Rock Wells - Completed by MMP

Name of Client	Name	Date	Contract	Project Specifics	Well	Owner/Contract	Engineer/General	Contact	Phone #
Oregon, WI	Well #6	November-22	\$ 422,505	20" x 16" x 960'	Open Hole	Don	Ruckert & Melke, Inc.	Chris Einslein	(252) 224-3725
Kronson / Syngetta	New Well	November-22	\$ 312,544	18" x 12" x 8" X 920'	Open Hole		Kruson Construction	Kyle Forey	(783) 546-1400
Kruson / Syngetta	Irrigation Well	November-22	\$ 364,491	18" x 12" x 920'	Open Hole		Kruson Construction	Kyle Forey	(783) 546-1400
Kettle Moraine Fish Hatchery	SSS New Well	September-22	\$ 503,674	24" x 16" x 1031'	Open Hole	Andy Rom	MSA	Mike Burns	(608) 828-3163
Germantown, WI	Well #12	December-21	\$ 478,981	30" x 24" x 21" x 394'	Open Hole	Larry Raszczak	Ever-Green Energy	Mike Burns	(608) 828-3163
MRMC - Ever Green Energy	New Well	December-21	\$ 785,973	24" x 16" x 1750'	Open Hole	Mike Burns	Robinson Engineering	Diane Moeller	(224) 908-5863
Franklin, IL	Well #7	October-21	\$ 219,591	20" x 16" x 443'	Open Hole	Dan Yount	None - direct with MMP		
Horizon Therapeutics	Well #3	June-21	\$ 297,595	16" x 10" x 1,038'	Open Hole	Amanda Garcia			
Pingree Grove, IL	Test Well #1	April-21	\$ 426,424	30" x 28.75" x 24" x 10" x 1265'	Open Hole	Pat Doherty	Fehr Graham		
Algonquin, WI	Well #4	April-21	\$ 307,268	24" x 18" x 415'	Open Hole	Kevin Gray	Town & Country Engineering		
Cross Plains, WI	Test Well #3	April-21	\$ 137,642	12" x 8" x 782'	Open Hole	Jerry Gray	Ben Heidemann		
Windsor, WI	Well #3	November-20	\$ 285,680	36" x 25" x 20" x 15" x 850'	Open Hole	Davis Clark	Ben Heidemann		
Wausau, WI	Test Well #4	June-20	\$ 55,624	16" x 12" x 10" x 148'	Open Hole	Davis Clark	Baxter & Woodman		
Windsor, WI	Test Well #4	May-20	\$ 143,935	12" x 8" x 650'	Open Hole	Davis Clark	Cedar Corporation		
Verona, WI	Well #3 Test Well	February-20	\$ 599,429	34" x 28" x 21" x 1,070'	Open Hole	Eric Schatz	Baxter & Woodman		
Emergency Backup Well	Well #5 (Drill 8/20/19)	February-20	\$ 536,508	24" x 17" x 1,350'	Open Hole	Bill Heitz	Madwell Excavating, Inc.		
Gilberts Development LLC, IL	Well #5 (Drill 8/20/19)	January-20	\$ 1,119,250	24" x 22" x 17" x 1,332'	Open Hole	Brian Bourdeau	Strand Associates, Inc.		
Gilberts Development LLC, IL	Well #5 (Drill 8/20/19)	January-20	\$ 1,095,187	24" x 22" x 17" x 1,311'	Open Hole	Brian Bourdeau	Strand Associates, Inc.		
Greenville, WI	Well #5	November-19	\$ 367,877	20" x 16" x 320'	Open Hole	Don Klansky	Moda Tech LLC		
Cobb, WI	Well #4	August-19	\$ 274,653	18" x 12" x 785'	Open Hole	Don Klansky	CSS Squared, Inc.		
Platteville, WI	Well #4	June-19	\$ 844,095	24" x 20" x 15" x 965'	Open Hole	Mark Flanagan	Delta 3 Engineering		
Valentine Water, IL - Utility Inc.	Deep Well	June-19	\$ 283,868	16" x 12" x 575'	Open Hole	Joan Lupe	Strand Associates, Inc.		
Durand, IL	Test Well #21	May-19	\$ 205,331	10" x 6" x 800'	Open Hole	Sean Carbonaro	RHMG Engineers		
Frederick, IL	Test Wells 11 & 12	February-19	\$ 658,708	20" x 16" x 1,300'	Open Hole	Alice	Fehr Graham & Associates		
Older Creek, IL	Well #4	November-18	\$ 216,692	24" x 20" x 15" x 320'	Open Hole	Brad Clark	Fehr Graham & Associates		
Shannon, IL	Well #5	October-18	\$ 316,599	18" x 16" x 10" x 675'	Open Hole	Jason Michale	Fehr Graham & Associates		
Monroe, IL	Well #5	August-18	\$ 219,758	20" x 15" x 500'	Open Hole	Dave Krutzel	Fehr Graham & Associates		
Industrial Client - WI	New Process Well	August-18	\$ 183,905	23" x 18" x 455'	Open Hole	Provided Upon Request	Robinson Engineering		
New Lisbon, WI	Well #7	February-18	\$ 144,535	24" x 15" x 338'	Open Hole	Bob Anderson	None - direct with MMP		
Kettle Moraine Fish Hatchery	Fish Hatchery Well	February-18	\$ 399,786	Multiple Wells (Deep & Shallow)	Open Hole	Brandon Brailwaite	MSA Professional Serv		
Canron, IL	Well #3	February-18	\$ 301,365	18" x 13" x 925'	Open Hole	Curtis McNamara	MSA Professional Serv		
Menomonee, WI	Well #3	November-17	\$ 158,794	24" x 15" x 400'	Open Hole	Jeramy Hoyt	Strand Associates, Inc.		
German Valley, IL	Wells #4 & #5	June-17	\$ 415,780	19" x 15" x 8" x 552'	Open Hole	Mark Jewell	Cedar Corp		
Buda, IL	Well #5	August-16	\$ 412,210	18" x 12" x 1,120'	Open Hole	Tim Morris	Fehr Graham & Associates		
Winnebago County, IL	Well #2	July-16	\$ 403,465	24" x 15" x 15" x 820'	Open Hole	Frank Hodina	McClure Engineering		
Fort McCoy, WI	Well #2	June-16	\$ 778,982	24" x 15" x 15" x 220' (x4 Wells)	Open Hole		Fehr Graham & Associates		
Madison, WI	New Well # 31	March-15	\$ 805,000	40" x 35" x 26" x 915'	Open Hole	Al Larsen	Alliance Steel & Constr		

Current Projects to Complete

Name of Client	Name	Date	Contract	Project Specifics	Well	Owner/Contract	Engineer/General	Contact	Phone #
La Salle, IL	Well #13	March-23	\$ 634,350	36" x 24" x 70'	Screened	Patrick Watson	Dorobue	Will Gray	(217) 352-9281
Pharisee Grove, IL	Well #3	December-23	\$ 1,329,949	24" x 18" x 1285'	Open Hole	Pat Doherty	Fehr Graham & Associates	Seth Grunewald	(815) 394-4700
Shiner, WI	Well #7	March-23	\$ 188,713	24" x 15" x 135'	Screened	Greg Moeer	Strand Associates, Inc.	Steve Kluesner	(608) 251-4843
Weston, WI	Wells #7 & #8	June-23	\$ 587,324	24" x 18" x 115'	Screened	Keith Donner	AECOM	Angel Gebreau	(715) 498-7254

Notes:

- 1) 2 Drill rigs, both DR24HD Foremost Drill Rig was purchased in November, 2007 & Sept 2018
- 2) Rigs are dual rotary (barber) rig capable of conventional air drilling, mud drilling, barber drilling and reverse circulation
- 3) The HD model features a heavy duty lower drive with twice the torque and pull back of standard drill rigs. It is designed to handle large deep hole drilling projects.

1/10/2023 - 10:03 AM

5% BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

Bidder MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] 1212 Storbeck Dr Waupun, WI 53963	Surety Old Republic Surety Company Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] P.O. Box 1635 Milwaukee, WI 53201-1635
Owner City of Stevens Point Name: [Full formal name of Owner] Address (principal place of business): [Address of Owner's principal place of business] 1515 Strongs Ave Stevens Point, WI 54481	Bid Project (name and location): [Owner project/contract name, and location of the project] Well #12 Drilling; Contract 24-12 Bld Due Date: 5/07/2024 [Enter date bid is due]
Bond Penal Sum: [Amount] five percent of the amount bid Date of Bond: [Date] 5/02/2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP (Full formal name of Bidder)	Surety Old Republic Surety Company (Full formal name of Surety) (Corporate seal)
By: [Signature] (Signature) SEAL Name: Scott De Young (Printed or typed) Title: President	By: [Signature] (Signature) (Attach Power of) Name: Samuel Duchow (Printed or typed) Title: Attorney-in-fact
Attest: [Signature] (Signature) Name: Brian Brodersen (Printed or typed) Title: Senior Project Engineer	Attest: [Signature] (Signature) Name: Molli Hansen (Printed or typed) Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

EJCDC® C-430, Bid Bond (Penal Sum Form).

This document is a MODIFIED version of EJCDC® C-430. Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

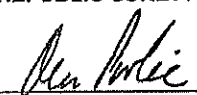
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



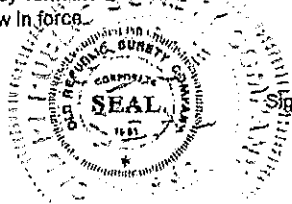

Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

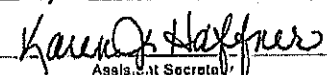
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172



Signed and sealed at the City of Brookfield, WI this 2nd day of May, 2024


Assistant Secretary

ORSC 22262 (3-06)

J. RYAN BONDING, INC.

RESOLUTION

Establishing Alternate In-person Absentee Voting Location for the August 13, 2024, and November 5, 2024 Elections

WHEREAS, voting is a right which forms the foundation of a healthy democracy; and

WHEREAS, the goal of the Stevens Point City Clerk's Office is that each eligible voter will be able to cast a ballot and have that ballot counted; and

WHEREAS, municipalities may elect to designate an alternative site for electors to request and vote an in-person absentee ballot; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Stevens Point chooses to make in-person absentee voting more accessible by establishing the following in-person absentee voting location and hours for the August 13, 2024 Partisan Primary:

City Hall – First Floor Conference Room, 1515 Strongs Avenue

7:30 a.m. to 4:00 p.m., Monday through Friday, July 30 through August 9, 2024

and the following in-person absentee voting location and hours for the November 5, 2024 General Election:

City Hall – First Floor Conference Room, 1515 Strongs Avenue

7:30 a.m. to 4:00 p.m., Monday through Friday, October 22 through October 30, 2024

7:30 a.m. to 5:00 p.m., Thursday and Friday, October 31 and November 1, 2024

This resolution shall take effect upon Council approval and remain in place until November 6, 2024.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: May 15, 2024
Adopted: May 20, 2024

From: [Allison C. De Franze](#)
To: [Corey Ladick](#)
Subject: Lindsey Johnson v City of Stevens Point
Date: Thursday, April 25, 2024 2:53:43 PM

Hi Corey,

I am in receipt of the above claim that has been filed by Lindsey Johnson against the City of Stevens Point in the amount of \$1,465.44, for injuries sustained as a result of being struck by an errant hockey puck at a UWSP hockey game. As you are aware, the City is self-insured for this loss, and should the City decide to settle this matter, the settlement would come from City funds.

Wis. Stat. 895.52 provides immunity to municipalities for injuries that occur on city property as a result of a recreational activity. Being a spectator at a college hockey game would fall under this statute. In addition, it should be noted that Wis. Stat. 895.52(2) provides that there is no duty to keep the property safe for recreational activity, no duty to inspect and no duty to give warning of an unsafe condition.

It is my opinion that the City would also be immune from liability under Wis. Stat. 893.80 (4), which provides immunity for discretionary actions. The decision on where and how to put up netting at an ice rink is a discretionary decision. Incidentally, I am told by city employees that the netting currently in place is standard placement for ice rinks, and shows that the City is meeting the standard of reasonable care.

Based on all of the above, it is my recommendation would be that this claim be denied.

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

Thank you,

CITY OF
STEVENS POINT
NOTICE OF CLAIM

RECEIVED
APR 24 2024
CITY CLERKS
OFFICE

Name: Lindsey K. Johnson

Incident/Accident Information

Address: 320 W Mill St.
Tomahawk, WI. 54487

Date: 1/26/24

Time: Approx. 9:00 pm

Phone: 715-921-6622

Location: Wille H ICE Arena

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 police 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.

on the night of Jan. 26th I Attended the UWSP vs. Stout Hockey game
during a play the Puck Came through the net / glass section & Struck me
in the forehead in the stands, Incident Report was filled out at the scene
I was instructed to go to the ER. by the Athletic Team; I needed stitches.
my personal Health ins. has covered some however I would like the City/willet to
take care of the remaining balance as below.

Signed: [Signature]

Date: 4/24/24

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 \$1,465.44.

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

Signed: [Signature]

Date: 4/24/24

Address: 320 W Mill St.
Tomahawk, WI. 54487



PO BOX 1008 | WAUSAU WI | 54402-1008

ACTION REQUIRED



Aspirus Hospital & Clinics
Billing Questions: (800) 627-3570
Office hours: M-F 7:00am - 4:30pm
Check if changes on back!

Addressee



LINDSEY K JOHNSON
320 MILL ST
TOMAHAWK WI 54487-1626

SECOND NOTICE

This account is past due. Please remit payment today.



Pay Online: aspirus.org/billpay

Account Number	Due Date	Amount Due	Amount Paid
528583	Upon Receipt	\$1,465.44	\$

Please make checks payable and remit to:



ASPIRUS INC
29969 NETWORK PLACE
CHICAGO IL 60673-1299

Page 1 of 1

000528583 29969 000146544 8

Please detach and return top portion with payment.

Account Number	Account Name	Statement Date	Due Date
528583	LINDSEY K JOHNSON	04/09/2024	Upon Receipt

Date	Service Description	Status	Charges	Payments/ Adjustments	Patient Balance
Hospital Services					
	Lindsey K Johnson Provider: Brandt, Mary S, M.D. Loc: Aspirus Stevens Point Hospital Visit # 414154382 on 1/26/2024 Balance Forward		\$1,011.62		
	Visit Balance	Past Due			\$1,011.62
Clinic Services					
	Lindsey K Johnson Provider: Brandt, Mary S, M.D. Visit # 414186439 on 1/26/2024 Balance Forward		\$453.82		
	Visit Balance	Past Due			\$453.82
	Total Statement Balance: \$1465.44				

QUICK PAY



SCAN



To make a fast & secure one-time payment!

MESSAGES

MyAspirus is your secure, online health connection. Register now with the Access Code: 4RB3K-W5QR9-RB6QD Visit MyAspirus.org/MyChart to get started.

AMOUNT DUE:

\$1,465.44

Willet Ice Areana UWSP Hockey game Incident Report Additional information:

Medical Provider: Mary S Brandt of Aspirus Stevens Point

Witness to incident:

- Michelle & James Brown of Stevens Point, WI – 715-409-0149
- Cadie Larson of Tomahawk, WI – 715-966-4909
- Mindy Strese of Wausau, WI – 715-218-6425