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

July 15, 2024
7:00 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 847 9412 5149 | Passcode: 248148
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: Director of Parks, Recreation and Forestry, Dan Kremer – Riverfront Rendezvous recap.

Consideration and Possible Action on the Following:

6. Consent Agenda:
   a. Minutes of the Common Council Meeting of June 17, 2024.
   b. Actions of the Police and Fire Commission meeting of July 9, 2024:
      4. Confirmation of Bills.
      5. Discussion, with possible action, to approve a request for out-of-state travel for Assistant Chief Dana Williams to attend the Department of Homeland Security Leadership Academy in Georgia.
      6. Discussion, with possible action, to approve a conditional offer of employment to Larsen Biadasz and Bianca Patino.
   c. Minutes and Actions of the Plan Commission meeting of July 1, 2024:
      2. Report of the June 3, 2024 meeting of the City Plan Commission.
      11. Director's Report.
   d. Actions of the Board of Water and Sewerage Commissioners meeting of July 8, 2024:

2. Approval of minutes.
3. Approval of department claims.
7. Preliminary engineering agreement with Strand Associates related to reconstruction of Michigan Avenue from Patch St. to Dixon St.
8. Engineering agreement with Clark-Dietz for the proposed Madison/Monroe Street Improvements Project, Project 25-02.

e. Actions of the Airport Commission meeting of July 8, 2024:
2. Approval of minutes.
3. Approval of department claims.

f. Minutes and Actions of the Personnel Committee meeting of July 8. 2024:
2. Chief Kussow requests out of state travel for Ast. Chief Williams to attend the Department of Homeland Security Leadership Academy in Glynco, Georgia.
3. Director Beduhn requests to hire Limited Term Employee (LTE) Maintenance Mechanic at Public Works Department.
4. Director Kernosky requests to create an Electrical Inspector position within Community Development Department to replace Plumbing Inspector.
5. Comptroller Treasurer Ladick request overlap for the Finance Officer Manager/Deputy Comptroller-Treasurer position.

g. Minutes and Actions of the Public Policy and General Government meeting of July 8, 2024:
2. License List.
3. Request to Hold Event/Street Closing.
4. Beekeeper Permits.

h. Minutes and Actions of the Finance Committee meeting of July 8, 2024:
3. Approval of additional funding for the Plover River Crossing Trail Project.
5. Approval of Claims Paid.

i. Statutory Monthly Financial Report by Comptroller/Treasurer.

7. Discontinuing the use of kiosks for paid parking, and instituting an alternative system for paying for parking.

8. Disallowance of Claim-Garrett Katerzynske-Damage to private sewer line.

9. Resolution - A request from Norman Myers Jr, representing Point Paradise Family LP, for a conditional use permit to operate a non-owner-occupied tourist rooming house on the property located at 1316 Ellis Street (Parcel ID 281240832100711).

10. Resolution - A request from Brett Gerber, representing Pointer Plaza, LLC, to amend the adopted conceptual plan for the planned development of the property located at 1800 Maria Drive (Parcel ID 281240829140022).

11. Resolution - A request from Brett Gerber, representing Pointer Plaza, LLC, for a conditional use permit to construct a multiple-unit apartment building on the property located at 1800 Maria Drive (Parcel ID 281240829140022).

12. A request from the City of Stevens Point to acquire an unaddressed parcel bounded by State Highway 66 (Parcel ID 020240814-14.06).

13. A request to acquire a portion of the property located at 215 Maple Bluff Road (Parcel ID

0206834).

14. A request from the City of Stevens Point to enter into a distribution facilities installation easement with the Wisconsin Public Service Company for the property located at 2000 River View Avenue (Parcel ID 281230805410003).

15. A request from the City of Stevens Point to enter into an electric overhead and underground easement with the Wisconsin Public Service Corporation for the property located at 5498 Golla Road (Parcel ID 281240826400500).

16. Enter into closed session pursuant to Wisconsin Statutes19.85(1)(e) and 19.85 (1) (g) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, AND for Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, relating to the following:
    A. Discussion relating to a project in TID 9.

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

June 17, 2024
7:00 PM

OR

Zoom Teleconferencing

1. Roll Call.

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

Others Present:
Mayor Wiza, Clerk Yenter, Executive Assistant Dowling, Assistant Chief Zvara, Director Lemke, Chief Kussow, C/T Ladick, Director Kremer, Attorney Beveridge, Director Kernosky.

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.

Ryan and Hunter Carlisle, both 11 years old, expressed their desire to lower the age limit to 15 years old to drive with an adult. They spoke about their experience of traveling to another country and driving a dune buggy and that it was pretty easy.

Bob Gifford, 517 Fieldcrest Avenue, Portage County Supervisor, discussed various data and evidence to support the claim that there is a housing crisis within our communities and our state. He will be presenting a resolution to the Wisconsin Counties Association and urged city council members to do the same.

Consideration and Possible Action on the Following:

5. Consent Agenda:

a. Minutes of the Common Council Meeting of May 20, 2024.

b. Actions of the Police and Fire Commission meeting of June 4, 2024:
3. Approval of Minutes.
4. Confirmation of Bills.
5. Discussion, with possible action, to approve a conditional offer of employment to Ryan Flowerette and Jarrett Lucht.

c. Actions of the Park Commission meeting of June 5, 2024:
2. Approval of May 1, 2024 meeting minutes.

3. **Request by the Heart of Wisconsin Pickleball Association to donate one Automatic External Defibrillator (AED) to the City of Stevens Point for Mead Park.**
4. **Master plan development for Georke and Zenoff Parks.**
5. **Director's Report.**

d. Minutes and Actions of the Plan Commission meeting of June 3, 2024:

2. **Report of the May 6, 2024 meeting of the City Plan Commission.**
6. **A request from Mario Valentini, representing KB Stevens Point DST, for a site plan review to construct a building addition on the property located at 5590 United States Highway 10 East (Parcel ID 281240835110002), consistent with Ch. 23.02(2)(e)(5).**
9. **Director's Report.**

e. Actions of the Transportation Commission of June 10, 2024:

3. **Approval of the May 13, 2024 Minutes.**
4. **Approval of the May 2024 Financial/Claims Reports.**
5. **Election of the Chair of the Transportation Commission.**
6. **Election of the Vice Chair of the Transportation Commission.**

f. Minutes and Actions of the Public Policy and General Government meeting of June 10, 2024:

2. **License List.**
3. **Request to Hold Event/Street Closing.**
4. **Beekeeper Permits.**

g. Minutes and Actions of the Finance Committee meeting of June 10, 2024:

3. **Requisitioning additional funding for a new Pierce Fire Apparatus for the Stevens Point Fire Department (2028 Capital Budget).**
4. **Approval of the purchase of two garbage trucks (2025 Capital Budget).**
5. **Approval of a capital reallocation to fund a traffic study for West River Drive.**
6. **Authorization to apply for a Wisconsin DOT Predictive Analytics Crash Reduction Grant.**
8. **Approval of Claims Paid.**

h. Statutory Monthly Financial Report by Comptroller/Treasurer.

Ald. Christianson moved, Ald. Shuda seconded, to approve the consent agenda with 5f2 and 5g5 pulled for further discussion.

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

Ald. Christianson moved, Ald. Shuda seconded, to approve the licenses list with conditions on Icon to include ID checkers and bouncers at the door during operating hours, properly working security video, wristbands with unique identifiers, ensuring that the ID photos match and enhanced staff on larger weekends such as homecoming, the first weekend students are back to school, and Halloween.

Attorney Beveridge discussed the ability to enforce the conditions on Icon and that Stevens Point law enforcement gave input on three of the conditions.

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

Nays: None. Motion carried.

Gil Kvatek, 216 West Pleasant Street, spoke in favor of the traffic study for West River Drive due to speeding and safety concerns. Mr. Kvatek met with his neighbors, and they listed the positives of converting West River Drive to a cul-de-sac as well as compiled a proposal.

Jess Sherman, 2048 West Zinda Drive, spoke in favor of the reallocation of funds for the traffic study on West River Drive due to traffic safety concerns. Ms. Sherman advocated for higher rates of ticketing for speeding violations as a short term solution.

Jackie Schimke, 440 West Trillium Court, thanked the finance committee for approving the funds for the study and asked that consideration be given to the proposal submitted by the neighborhood of West River Drive.

Theresa Collins, 417 West Mapleridge Drive, discussed the positives of the cul-de-sac proposal and the reasons for the proposal such as speeding, increased traffic, and reckless driving. Ms. Collins also addressed the proposal term "living end" and placing the cul-de-sac at Turtle pond.

Ald. Lang moved, Ald. Morrow seconded, to approve the reallocation of funds for a traffic study for West River Drive.

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

6. Resolution - A request from the City of Stevens Point for a final subdivision plat review of a planned subdivision on the property located at 5498 Golla Road (Parcel ID 281240826400500), consistent with Ch. 20.05(2).

Dave Wilz, 1909 Mary's Drive, Town of Hull Chairperson, talked about being opposed to the request and thanked staff for listening as well as thanked the citizens for speaking out about their concerns.

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

Call for the vote: Ayes: Morrow, Buse, Lang, Kneebone, Steinmetz, Birr, Broderick, Keymer, Guthrie, Christianson.
Nays: Shuda. Motion carried.

7. Resolution - A request from the City of Stevens Point to rezone the property located at 5498 Golla Road (Parcel ID 281240826400500) from the “R-LD” Low Density Residence District to the “R-3” Single- and Two-Family Residence District.

Ald. Morrow moved, Ald. Kneebone seconded, to approve the request.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Broderick, Birr, Steinmetz, Kneebone, Lang, Buse, Morrow.
Nays: Shuda. Motion carried.

8. Ordinance - A request from the City of Stevens Point to annex an unaddressed parcel bounded by Old Highway 18 and Brilowski Road (Parcel ID 020240836-11.01), an

unaddressed parcel bounded by Brilowski Road (Parcel ID 020230801-06.01), an unaddressed parcel adjacent to the Canadian National Railway (Parcel ID 020230801-05.01), a portion of the unaddressed parcel adjacent to Old Highway 18 (Parcel ID 020240836-12) and Old Highway 18 Right-of-Way from the Town of Hull to the City of Stevens Point.

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

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

9. A request from the City of Stevens Point to acquire the property located at 1000 Maria Drive (Parcel ID 281240829240020).

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

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

10. Resolution - A request from the City of Stevens Point to approve a certified survey map and accept the dedication of land for right-of-way purposes for a planned extension of Badger Avenue from E.M. Copps Drive to County Road HH.

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

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

11. Resolution - Reauthorization of Worker's Compensation Self-Insurance for the three-year period (2024-2027).

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

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

12. Disallowance of Claim - Latitude Subrogation Service and Hastings Mutual Insurance Company - Claim related to a sewage backup at 2313 Jersey St. owned by Sharon Inman.

Ald. Broderick moved, Ald. Steinmetz seconded, to disallow.

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

13. Resolution - Condemning Acts of Hostility.

Sara Manasreh-Decker, 400 Florence Drive, discussed her background of being Palestinian and asked that the resolution use language that is specific, actionable and meaningful. She advocated all citizens to be brave and firm in protecting human life, to call on our government to use funds here and not to bomb, and to join the call to end violence.

Steve Manasreh-Decker, 400 Florence Drive, expressed his sadness and anger at being involved in the original writing of the ceasefire and seeing the erasure of Palestinians within it.

Emily Phillips, 2760 Lindbergh Avenue, advocated for a permanent ceasefire as well as discussed atrocities endured.

Eric Wilson, 4423 Twin Oaks Court, Eau Claire, Third District Congressional Candidate, spoke in favor of the Resolution Condemning Acts of Hostility and thanked the leaders and community for stepping up.

Ald. Lang read aloud a newly submitted Resolution calling for a Ceasefire, Humanitarian Justice and Condemning Violence.

Mayor Wiza stated that the resolution about to be voted on was only submitted eight hours prior and asked to be given more time for staff to review.

Ald. Lang moved, Ald. Christianson seconded, to amend the resolution to include the language that was read and submitted by Ald. Lang.

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

14. Consideration of 100% Clean Energy and Carbon Neutrality Resolution and proposed amendments.

Trevor Roark, 601 Washington Avenue, expressed his happiness seeing the resolution come forward, yet disappointment in the memo and the watered down language of the resolution. He advocated rejecting the resolution put before the Common Council and instead voting in favor of the resolution put before the Public Policy and General Government Committee.

Gordon Cunningham, 159105 Zoromski Road, founding member of the Midwestern Energy Fair, discussed the collapsing climate and the opportunity for the City to address the issue. He also gave examples of renewable energy provisions.

Maxwell Johnson, 2345 Jersey Street, addressed the hard work, support, and petition signatures that have taken place within the last year. He encouraged Stevens Point to be a model for other communities, attend the energy fair for renewable energy ideas, develop a climate action plan, and utilize state and federal resources.

William John Coletta, 2209 Ellis Street, addressed his support of the use of 100% within the resolution because of the rhetoric of the term resolution referring to the will of doing something. Mr. Coletta also discussed his support of the resolution as an advocate for young people as well as how sustainability is prosperity.

Bob Gifford, 517 Fieldcrest Avenue, County Board representative, expressed a desire to be on the record for full support of the resolution and also urged city council members to think statewide by encouraging the league of municipalities to put forth a resolution to the state legislature.

Mary McComb, 2100 Elk Street, talked about her history as an advocate for clean energy through A Path to a Sustainable Stevens Point as well as Green Tier Legacy Communities. Ms. McComb expressed her happiness at seeing this resolution. She also shared research she had done on other communities that had committed to sustainability.

Kalli Mikkonen, 1800 Briggs Street, spoke in favor of the resolution, her history of being passionate about not harming the environment, as well as climate anxiety. She also discussed her hopes for the future and views the resolution as the start of climate action in Stevens Point.

Greg Knight, 424 Dearborn Avenue, discussed objections to the Resolution presented before the Common Council, discussed objections to the memo, advocated for a commission, as well as for the vote to be in favor of the resolution.

Ald. Broderick moved, Ald. Lang seconded, to amend the resolution to a target date of 2050.

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

Ald. Guthrie moved, Ald. Steinmetz seconded, to approve the amended resolution.

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

15. Enter into closed session pursuant to Wisconsin Statutes19.85(1)(e) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, relating to the following:
A. Negotiating the potential purchase of a property for the purpose of relocating City Hall.
B. Negotiating the sale of the City's share of the current City Hall/Courthouse building.

Ald. Shuda moved, Ald. Morrow seconded, to enter into closed session.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Broderick, Birr, Steinmetz, Kneebone, Shuda, Buse, Morrow.
Nays: Lang. Motion carried.

16. Adjournment.

Adjourned at 9:07 p.m.

Resolution calling for a Ceasefire, Humanitarian Justice & Condemning Violence

WHEREAS, ALL human life is precious, and the targeting of civilians, no matter their faith or ethnicity, is in violation of international humanitarian laws; and

WHEREAS, diversity and inclusion have long been hallmarks of the Stevens Point community and Stevens Point is the home to a host of residents, students, and employees from around the world, across this nation and from diverse backgrounds; and

WHEREAS, since October 2023, over 35,000 Palestinians have been killed, the majority being women and children; as well as over 100,000 people have been injured; and

WHEREAS, the deliberate targeting of journalists and medical workers has been unprecedented and is in violation of international humanitarian law; and

WHEREAS, acts of hate, violence, and intimidation dehumanizes and spreads fear of other members of the targeted group; and

WHEREAS, hundreds of thousands of lives are at eminent risk from starvation, exposure, dehydration, and disease if a CEASEFIRE is not achieved and humanitarian aid is not delivered without delay; and

WHEREAS, all members of our Wisconsin Federal Delegation must use the platform provided by their offices' to advocate for measures that will result in the least amount of suffering, violence and death.

WHEREAS, our federal government holds immense diplomatic power to save the lives of Palestinians and Israelis.

NOW THEREFORE BE IT RESOLVED that the Stevens Point Common Council insist:

1.That all members of our community are able to feel safe and not subject to hate, bigotry, intimidation or violence in any form as they run contrary to the principles of respect, dignity and fairness, which are included in Stevens Point's community core values.

2.That our city maintain vigilance in defense of the rights of all our people, proactive in our striving to be a welcoming community for all,

3. That we remain steadfast and vigorous in condemning all forms of hate, bigotry, intimidation and violence; and

4.That the City of Stevens Point urges our President, Joseph R. Biden, to make every effort in seeking an end to this violence and direct his administration to immediately call for and facilitate:

A. De-escalation of Hostilities
B. An immediate Ceasefire
C. Unhindered Humanitarian Aid entry to Gaza
D. Investigations into any appearances and allegations of all crimes against humanity and peace

BE IT FURTHER RESOLVED that upon passage, a copy of this resolution be placed on the City's official letterhead and shall be sent to members of our Federal Delegation:

The Office of U.S. President Joe Biden,
The Office of U.S. Senator Tammy Baldwin,
The Office of U.S. Senator Ron Johnson,
The Office of U.S. Representative Derrick Van Orden

5-3-24

Whereas, ALL human life is precious, and the targeting of civilians, no matter their faith, ethnicity, is in violation of International humanitarian law; and

Whereas, between October 7th and October 27th alone, armed violence claimed over 7000 lives of Palestinians, over 1400 Israelis lives, wounded thousands more; and

Whereas, the reported death tally increases daily and now exceeds 34,000 lives lost, including Americans and humanitarian aid workers and,

Whereas, hundreds of thousands of lives are in eminent risk if a ceasefire is not achieved and humanitarian aid is not delivered without delay; and

Whereas, all members of our Wisconsin Federal Delegation must use the platform provided by their offices' to advocate for measures that will result in the least amount of death and violence.

Whereas, the federal government holds immense diplomatic power to save lives of Palestinians and Israelis.

Now, therefore, be it resolved, that The City of Stevens Point urges our President, Joseph R. Biden, make every effort in seeking an end to this violence and direct his administration to immediately call for and facilitate:

(1) De-escalation of hostilities
(2) A ceasefire
(3) Humanitarian Assistance entry to Gaza
(4) Investigation into the appearances of crimes against humanity

Be it further resolved that upon passage, a copy of this resolution, on city letterhead, be mailed to the Office of U.S. President Joe Biden, the Office of U.S. Senator Tammy Baldwin, the Office of U.S. Senator Ron Johnson, the office of U.S. Representative Derrick Van Orden.

CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF JULY 9, 2024

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

   Excused: Commissioner Behrendt

   Also Present: Police Chief Kussow, Ast. Chief Gemza, Ast. Chief Zvara, Ast. Chief Rottier, Ast. Chief Williams, Deputy Fire Marshal/ EM Coordinator Malin, RB Supervisor Tork, Alderperson Kneebone

2. **President's Report**

   Commissioner Kirschling wished to thank both departments for their hard work during Riverfront Rendezvous and the 4th of July in keeping everyone safe.

3. **Approval of Minutes**

   Commissioner Mrozek moved, seconded by Commissioner Zenner, to approve the minutes of the June 4, 2024, meeting as presented.

   Ayes, all; nays, none. Motion carried.

4. **Confirmation of Bills**

   Commissioner Ostrowski moved, seconded by Commissioner Zenner, to approve the confirmation of the June 2024 bills.

   Ayes, all; nays, none. Motion carried.

5. **Discussion, with possible action, to approve a request for out-of-state travel for Assistant Chief Dana Williams to attend the Department of Homeland Security Leadership Academy in Georgia.**

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

   Ayes, all; nays, none. Motion carried.

6. Discussion, with possible action, to approve the conditional offer of employment to Larsen Biadasz and Bianca Patino.

Commissioner Zenner moved, seconded by Commissioner Ostrowski, to approve the conditional offer to Larsen Biadasz.

Ayes, all; nays, none. Motion carried.

Commissioner Mrozek moved, seconded by Commissioner Zenner, to approve the conditional offer to Bianca Patino.

Ayes, all; nays, none. Motion carried.

7. Police Chief's Report

Commissioner Ostrowski moved, seconded by Commissioner Zenner, to approve the Police Chief's report and place it on file for June 2024.

Ayes, all; nays, none. Motion carried.

8. Fire Chief's Report/EMS Report/EM Report

Commissioner Mrozek moved, seconded by Commissioner Ostrowski, to approve the Fire Chief's report and place it on file for June 2024.

Ayes, all; nays, none. Motion carried.

9. Adjournment.

The meeting adjourned at 2:34 p.m.

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 and Time: July 1, 2024 6:00 PM

Location:
Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 863 5918 0554
Passcode: 373629
By Computer:
https://us02web.zoom.us/j/86359180554?pwd=IDjfVmTv00bXn69pzQLbXq
By Phone: +1-312-626-6799 (US Chicago)

Opening Section:

1. Roll Call

   - Call to Order: 6:00PM
   - Present: Mayor Wiza, Commissioners Arnsten, Beacom, Miskowiak, Rice, Alder Kneebone
   - Excused: Commissioner Schuler

Discussion and Possible Action on:

2. Report of the June 3, 2024 meeting of the City Plan Commission.

   - Motion: Arnsten moves approval of the report.
   - Second: Rice seconds.
   - Discussion: Kneebone requests absentees be clarified as excused if excused rather than absent. Kneebone and Rice were excused from June 3rd meeting of the City Plan Commission, not absent.
   - Vote: Unanimous approval.

3. Public Hearing and action on a request from Norman Myers Jr, representing Point Paradise Family LP, for a conditional use permit to operate a non-owner-occupied tourist rooming house on the property located at 1316 Ellis Street (Parcel ID 281240832100711), consistent with Ch. 23.02(1)(f)(3)(i).

- Notes: Zoning Administrator Kuhn presents background information regarding the request and conditions that should be met in order to approve the request. Staff recommends approval subject to the conditions.
    - Rice asks which portion of the property is intended to be leased. Mayor Wiza clarifies that the rectory is being requested. Arnsten asks about the conditional use of the church as residential property; Kuhn responds. Beacom asks about outstanding orders on the church and if the church could be used as short term rental. Staff clarifies that any time the conditional use permit is expanded/modified, the applicant would need to come back before the Plan Commission; Staff confirms that the outstanding work order exists on other portions of the building. Kneebone requests clarification about the County Health requirements; staff answers the property would be required to meet County health requirements.
- Public Hearing:
    - No comments submitted by the public.
- Motion: Rice moves approval of the conditional use permit subject to the recommended conditions.
- Second: Arnsten seconds.
- Discussion: Arnsten asks if an additional condition can be placed on the permit that the outstanding work order be addressed. Staff clarifies that a precedent to hold permits based on work required on other aspects of the property is not set and may not be advantageous. Beacom asks if the county health requirements are identical to City requirements as it relates to number of occupants. Staff clarifies that they are not.
- Vote: Unanimous approval.

4. Public Hearing and action on a request from Brett Gerber, representing Pointer Plaza, LLC, to amend the adopted conceptual plan for the planned development of the property located at 1800 Maria Drive (Parcel ID 281240829140022), consistent with Ch. 23.02(4)(b)(10).
    - Notes: Zoning Administrator Kuhn presents background information regarding the origins of the project, the amended conceptual plan, and why the approval process is required.
        - Beacom requests information regarding the financial support required for the project; Director Kernosky clarifies that financial information of the project is not pertinent to the conceptual plan and request. Rice requests information why the lot does not extend to the street. Kuhn answers. Miskowiak requests information about addressing; Kuhn answers. Beacom asks for total amount of parking required for the two adjoining parcels; Kuhn clarifies that there is no requirement, but the total number of parking stalls results in 0.8 stalls per housing unit.
    - Public Hearing:
        - No comments submitted by the public.
    - Motion: Alder Kneebone moves approval of the amendment request subject to staff recommendations.

- Second: Arnsten seconds.
- Discussion: Rice voices concern about long-term disputes about the parcel boundaries and if City staff has concerns; Kuhn answers there is no concern due to shared access agreement between the two parcels, Director Kernosky affirms there is a separate deed outlining this agreement. Miskowiak requests clarification on vehicular access; Kuhn gives an overview of all the access points and Director Kernosky points out the access agreements documented in the agenda packet. Miskowiak requests clarification on bicycle parking accommodations presented; Kuhn answers outlining bicycle parking standards.
- Vote: Unanimous approval.

5. Public Hearing and action on a request from Brett Gerber, representing Pointer Plaza, LLC, for a conditional use permit to construct a multiple-unit apartment building on the property located at 1800 Maria Drive (Parcel ID 281240829140022), consistent with Ch. 23.02(2)(f)(5)(a).
   - Notes: Zoning Administrator Kuhn presents background information regarding the conditional use permit request and the purpose of the request being solely the setback requirements due to the land use being allowed by right. Staff recommends approval with the included condition.
   - Public Hearing: No comments submitted by the public.
   - Motion: Rice moves approval of the request as presented.
   - Second: Miskowiak seconds.
   - Discussion: Arnsten requests clarification about the need of the setback being applicable to the parking stalls; Kuhn answers.
   - Vote: Unanimous approval.

6. A request from Brett Gerber, representing Pointer Plaza, LLC, for a site plan review to construct a multiple-unit apartment building on the property located at 1800 Maria Drive (Parcel ID 281240829140022), consistent with Ch. 23.02(2)(f)(5)(b) & Ch. 23.02(4)(b)(1)(2).
   - Notes: Wiza
     - Miskowiak expresses desire to include additional bicycle parking accommodations in the site plan. Kuhn references zoning code requires bicycle parking based on number of vehicular parking stalls. Miskowiak requests more information regarding the proposed project. Applicant responds that the proposal is for a housing project that results in affordability of units based on various income levels within the community; applicant is willing to evaluate the request and maximize the number of bicycle parking stalls as space allows. Director Kernosky affirms that the commission has the authority to require additional bicycle parking accommodations. Applicant requests the ability to evaluate the space availability on the site prior to a condition being required.
   - Motion: Miskowiak moves to postpone the decision on the site plan until the developer can evaluate the capacity for bicycle parking on the site.

- Second: Beacom seconds the motion.
- Discussion: Arnsten inquires if the commission can defer the bicycle parking condition to staff approval following the approval of the current site plan. Director Kernosky affirms that is possible, and requests that further discussion about other concerns be complete first.
    - Jacqui Guthrie, Alder of District 2, expresses appreciation for the bicycle parking requirements and requests that covered bicycle parking also be considered. Expresses concern for the ratio of single, double, and 3-bedroom apartments based on the need for affordable family units.
    - Ginger Keymer, Alder of District 3, asks if an alternative to outdoor bicycle parking could be indoor bicycle parking on the ground floor.
    - Applicant requests the ability to work with City staff and the development partner to meet the intent of the zoning ordinance; Administrator Kuhn affirms that deviations can be granted.
- Vote: Unanimous approval of the motion to postpone approval of the site plan.

7. A request from the City of Stevens Point to acquire an unaddressed parcel bounded by State Highway 66 (Parcel ID 020240814-14.06).
    - Notes: Director Kernosky presents background information regarding the request to acquire the parcel identified in the agenda to preserve the integrity of Well #11. Staff recommends approval as presented.
    - Motion: Beacom moves approval to recommend acquisition of the parcel.
    - Second: Arnsten seconds.
    - Discussion: Miskowiak asks if there is additional information regarding groundwater recharge rates. Staff answers and provides information about the wellhead protection zones.
    - Vote: Unanimous approval of the recommendation to acquire the parcel.
8. A request to acquire a portion of the property located at 215 Maple Bluff Road (Parcel ID 0206834).
    - Notes: Director Kernosky provides background information regarding the request to acquire the property identified above. Staff recommends approval and recommendation to council as presented.
    - Motion: Miskowiak moves approval to recommend acquisition of the parcel.
    - Second: Kneebone seconds.
    - Discussion: Rice asks if there had been a reasonable alternative identified for the Evelyn Court right-of-way. Wiza responds. Kneebone references solutions to safety concerns utilized in other communities and the ability to implement a solution if needed.
    - Vote: Unanimous approval of the recommendation.

9. A request from the City of Stevens Point to enter into a distribution facilities installation easement with the Wisconsin Public Service Company for the property located at 2000 River View Avenue (Parcel ID 281230805410003).

    - Notes: Director Kernosky provides background information regarding the distribution facilities installation easement. Staff recommends approval and recommendation to council as presented.
    - Motion: Kneebone moves approval to recommend approval of the easement.
    - Second: Beacom seconds.
    - Discussion: None.
    - Vote: Unanimous approval.

10. A request from the City of Stevens Point to enter into an electric overhead and underground easement with the Wisconsin Public Service Corporation for the property located at 5498 Golla Road (Parcel ID 281240826400500).

    - Notes: Director Kernosky provides background information regarding the request. Staff recommends approval and recommendation to council as presented.
    - Motion: Rice moves approval to recommend approval of the easement.
    - Second: Beacom seconds.
    - Discussion: None.
    - Vote: Unanimous approval.

11. Director's Report.

    - Director Kernosky provides a report, including information regarding the recent subdivision plat, Residential Infill program, Shopko demolition, and Community Development Department staff changes. Informs commission that annual reporting is delayed due to staff capacity.

Closing Section:

12. Adjourn
    - Meeting adjourned at 7:04PM.

City of Stevens Point
Board of Water and Sewerage Commissioners
July 8, 2024 - 12:00 PM

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

OR

Zoom Teleconferencing
Meeting ID: | 820 26885705
By Computer: https://us02web.zoom.us/j/82026885705
By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

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

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

EXCUSED ABSENCE: Mae Nachman

2. Approval of Minutes

Motion made by Carl Rasmussen, seconded by Anna Haines to approve the May 13, 2024, meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Anna Haines, seconded by Carl Rasmussen to approve the department claims for the months of May and June a audited and read.

Ayes all. Nays none. Motion carried.

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

Eric stated in May, hydrant flushing went well. The leak detection company did not find any deficiencies in our system and just a couple of small leaks which have been fixed. One of the three raw pumps at Well 11 will need to be repaired. There is a pre-construction meeting on Wednesday in regard to the Well 12 drilling. On Thursday, the DNR will be doing the triennial engineering survey of our water system.

5. Sewage Treatment Operations Report - *Chris Lefebvre*

Chris stated all permit limits were met for May and June. The plant handled the substantial rainfall very well.

6. Construction and Maintenance Report - *Shane Kohnen*

Shane stated we now have four contracted jobs up and going within the City, all involving some utilities. They are starting to televise the sewer lines installed on these jobs. The Water and Stormwater crews have been doing a lot of work on Jordan Lane in preparation for some paving this fall. They did swaling, replaced manholes and some valve box conversions.

7. Preliminary engineering agreement with Strand Associates related to reconstruction of Michigan Avenue from Patch St. to Dixon Street.

Joel explained this would be another one of the engineering agreements where the utility will handle the contract and payments, but it is a joint agreement between us and the Engineering Department. This is the engineering for the underpass. There is a big drain system under that road because it is below natural groundwater level. The under drain is not working as well as when it was first constructed. Before Public Works puts a new road over it, we need to make sure our infrastructure that is collecting the water is effective enough in collecting it to keep the water table below the road. This agreement handles the engineering for the Utility and Public Works.

The Commission questioned why they are considering narrowing Michigan Avenue. Joel stated the space between the vertical sections of the bridge might be used differently, for a bike lane etc. The Commission also questioned whether there would be public information meetings. Joel stated they typically do public information meetings once we get 90% planned.

Motion made by Ray Schmidt, seconded by Anna Haines to approve the engineering agreement with Strand Associates related to reconstruction of Michigan Avenue from Patch Street to Dixon Street in the amount of $63,500.00.

Ayes all. Nays none. Motion carried.

8. ***Engineering agreement with Clark-Dietz for the proposed Madison/Monroe Street Improvements Project, Project 25-02

Joel stated this would be for one of next year's reconstruction projects. This would be another joint engineering agreement with Public Works.

Motion made by Carl Rasmussen, seconded by Anna Haines to approve the engineering agreement with Clark-Dietz in the amount of $223,400.00.

Ayes all. Nays none. Motion carried.

9. Directors Report - *Joel Lemke*

Joel stated the Consumer Confidence Report is out, which consists of our 2023 data. Next year we will be required to do this twice a year, verses annually.

10. Enter into closed session pursuant to Wisconsin Statues 19.85(1)(e) for deliberating or negotiating the purchase price of public properties, investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, relating to the following:

A. Discussion and possible action on acquisition of Parcel 020240814-14.06

Motion made by Ray Schmidt, seconded by Anna Haines to adjourn into closed session at 12:21P.M.

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

Nays: None

11. Reconvene for possible action on the above-referenced closed session item.
Motion made by Ray Schmidt, seconded by Anna Haines to reconvene into open session at 12:27P.M.

Ayes all. Nays none. Motion carried.

Motion made by Carl Rasmussen, seconded by Ray Schmidt to allow Director Lemke to pursue the acquisition of Parcel 020240814-14.06 within a maximum dollar amount/limit as discussed in the closed session.

Ayes all. Nays none. Motion carried.

12. Adjournment.
Motion made by Anna Haines to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:28 P.M.

REPORT TO THE JUNE 10, 2024
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of May 1, 2024	$ 6,102,062.42
Bank deposits recorded in May 2024	$ 516,224.59
	$ 6,618,287.01

CHECKS ISSUED MAY 2024:

58978	CDW Government	Phones for new hires - Jaelyn & Marrisa	580.92
58979	City Of Stevens Point	2023 IT Benefits	21.00
58980	CORE & MAIN LP	Inventory	468.54
58981	Dakota Electric Services Inc	Troubleshoot water tower air mixer	283.50
58982	Fastenal Company	Drill set, rain gear, PPE eyewear	236.20
58983	First Supply LLC -Plover	PVC Pipe	564.00
58986	Martelle Water Treatment	Chemicals -Aquadene	6,674.08
58987	Menke Motor Co Inc	GMC Sierra - Inspection Truck	40,984.50
58989	USA Blue Book	Lab supplies	1,493.08
58990	Brandon Wiza	Uniform Reimb - Jeans	164.94
58991	Esch Construction Supply, Inc.	PPE - Helmet	112.08
58992	Heartland Business Systems, LLC	Monthly bill for April	216.31
58993	Multi Media Channels, LLC	Ad for Well 12 Bid	58.74
58995	USA Blue Book	Lab supplies	1,272.34
58996	Mae Nachman	Salary	62.35
58997	Community Foundation of Central WI	Employee Contribution	10.00
58998	United Way Of Portage County	United Way	51.00
58999	Aspirus Medical Group, Inc.	Wellness Program, Pre-employment test N. Lemanczyk	504.00
59000	Avineon, Inc.	GIS Support	1,303.34
59001	Baker Tilly Virchow Krause LLP	2023 Audit Fees	5,168.25
59003	Excel Plumbing, Inc.	Unplug faucet after water main work	125.82
59004	Fastenal Company	Gloves	20.40
59006	Hans or Laura Hofmeister	Refund Check 040297-000, 3941 Jordan Lane	41.70
59007	Kramar	Replace #1 check on backflow for fill station	460.00
59009	Metal Crafters Inc	Flat bar	49.32
59010	Metron-Farnier LLC	Meters	94,789.40
59011	Multi Media Channels, LLC	Second round of flushing notices	13.56
59013	Mastercard	Garage supplies, tools, office supplies & cleaning supplies, bloodborne pathogens training supplies	2,596.53
59014	Point Embroidery & Screen	Office staff shirts	96.95
59015	Portage County Transfer Facility	Disposal of computers & copiers	60.00
59018	TWENTY TWENTY TRADING LLC	Refund Check 040216-000, 2301 MAIN ST	32.55
59020	Vestis	Work shirts - Roger K.	92.91
59021	Vestis	Rugs	46.82
59023	Waste Mangmt of WI-MN	Dumpster service	423.34
59024	Wimme Sand & Gravel, Inc.	Road mat/yard materials	778.93
59026	Central States H & W Fund	Health Insurance Premiums	36,038.44
59027	Ferguson Waterworks #1476	Meter couplings	950.00
59028	INFOSEND INC	Printing/Postage - Monthly bills & Notices	2,283.86
59029	Jack Henry & Assoc	Payment scanner annual software maintenance fee	1,853.47
59030	Northway Communications Inc	Radio batteries	57.79
59031	Petty Cash	Postage, mileage for conference	489.90
59033	Spectrum Insurance Group LLC	Annual Vehicle Insurance	13,806.67
59034	Teamsters Union Local 662	Union dues	1,877.00
59036	AnSer	After hours answering service	155.00
59038	Auto Xtras, LLC	Parts for truck #20	2,075.93
59039	Avineon, Inc.	GIS Support	2,000.00
59040	Central Door Solutions, LLC	Garage Door Repairs	768.10
59041	Clark Dietz	Professional Services 2024 Street Improvement	22,064.28
59042	Donohue & Associates, Inc.	Engineering Services	1,657.50
59043	Fastenal Company	PPE - Gloves	229.93
59046	Hawkins Inc	Chemicals	3,382.77
59047	Heartland Business Systems, LLC	Monthly Billing - May	222.30
59048	Jamar Company	Troubleshooting HVAC System	1,228.70

59051	Northern Lake Services Inc	Water samples	50.00	
59052	Rasmussen Plumbing & Heating	Clear plugged fixture	125.86	
59054	Schierl Inc	Tire for Truck #24	213.25	
59055	Security Fence & Supply Co Inc	Repair garage gate	291.67	
59057	Kristopher J Spindler	Clothing allowance - Jeans	91.61	
59059	Strand Associates Inc	Professional Services 2024 Street Improvements	17,652.50	
59060	TeamCare	Mary K insurance Premiums	1,705.80	
59062	Vestis	Rugs	46.82	
59063	Kelsey DeWolfe	Refund for payment made Jeffrey Rozelle-2602 Rice St.	133.89	
59064	Community Foundation of Central WI	Employee Contribution	10.00	
59065	United Way Of Portage County	United Way	51.00	
59066	City Of Stevens Point	Retirement, IT, Fuel and Insurance	106,033.89	
59067	Cooper Oil Company Inc	DEF Fluid	77.63	
59068	NAPA	Silicone spray, shop supplies	45.15	
59069	TeamCare	Health Insurance Buy In - N. Lemanczyk	1,855.20	
59070	Mastercard	Amazon Web Services, Flag holder, Coffee pot for office, Supplies for garage, Training, Employee lunch & conference expenses, stickers	4,290.93	
59071	City Of Stevens Point	Workers Comp Premiums	1,567.05	
59073	Ferguson Waterworks #1476	Hydrant parts	110.00	
59074	H&S Protection Systems Inc	Update alarm panel add N. Lemanczyk and remove R. Danczyk	12.50	
59075	Jacobs	Refund of remaining engineering deposit	9,296.18	
59077	Northern Lake Services Inc	Nitrate samples	155.00	
59078	Strand Associates Inc	April Professional Services - Well 12	4,218.55	
	WPS	Utility Charges	22,694.22	
	Payroll	Payroll	41,617.52	
	IRS PR Tax	Payroll Taxes - Federal	37,025.67	
	DOR PR Tax	Payroll Taxes - State	7,690.94	
	Verizon Cell & iPad Charges	Phone & iPad Charges	588.99	
	DOR Garnishment	Garnishment	9.90	
	HRA Admin Fees	Renewal & Admin Fees	30.00	
	TOTAL EXPENSES LISTED		$ 508,690.76	$ 508,690.76
	BALANCE ON HAND MAY 31, 2024			
		Balance on Hand		$ 6,109,596.25
		Civic Pay Fees		$ (1,687.65)
		Plus uncleared checks		$ 13,914.22
		Less checks previously written clearing this month		$ (177,215.89)
		Ending Cash Balance matching Bank Statements		$ 5,944,606.93
		Less Restricted Funds		$ (1,142,612.66)
		Cash on Hand		$ 4,801,994.27

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

WATER DEPARTMENT

FINANCES:

Bank balance as of June 1, 2024	$ 5,665,146.47
Bank deposits recorded in June 2024	$ 559,813.39
	$ 6,224,959.86

CHECKS ISSUED JUNE 2024:

59081	Mae Nachman	Salary	62.35
59082	Community Foundation of Central WI	Employee Contribution	10.00
59083	United Way Of Portage County	United Way	47.00
59084	American Asphalt Of WI	Hot mix	99.48
59085	Baker Tilly Virchow Krause LLP	2023 Audit	2,496.00
59087	Bushman Electric Inc	Public Utility logo stickers	456.00
59088	Central States H & W Fund	Insurance Premiums	36,734.14
59089	Employee Resource Center	May EAP Fees	48.45
59092	H&S Protection Systems Inc	Annual Well 11 Alarm Monitoring	995.64
59093	INFOSEND INC	Statement & notice printing	6,615.94
59094	Metal Crafters Inc	Supplies	175.00
59095	Multi Media Channels, LLC	Ad for Well 12 Bid	59.62
59097	Northern Lake Services Inc	Water Samples	640.00
59098	Northway Communications Inc	Radio Equip for Truck #20	799.81
59099	Rasmussen Plumbing & Heating	Cleared plugged fixture	131.25
59100	Springbrook Holding Company LLC	Civic Pay Transaction Fee	477.67
59101	Teamsters Union Local 662	Union Dues	1,797.00
59103	USA Blue Book	Lab supplies	673.13
59104	Vestis	Rugs	46.82
59105	Werner Electric Supply	Stainless Steel Channel	158.60
59106	Westrum Leak Detection	Leak Detection Survey	7,000.00
59108	Aspirus Medical Group, Inc.	Random drug & alcohol testing	217.50
59109	CORE & MAIN LP	Inventory	14,768.00
59110	Dakota Supply Group	Inventory	23.71
59111	Kelsey DeWolfe	Refund overpayment 924 Songbird Ln Unit J6	121.11
59112	Ferguson Waterworks #1476	Inventory, Pipe compound	13,694.50
59113	First Supply LLC -Plover	Inventory	2,875.98
59116	Mastercard	Staple gun & staples, return print & ink, office supplies, Amazon Prime renewal fee	894.05
59117	US Postmaster	CCR Mailing	2,627.71
59119	Springbrook Holding Company LLC	Civic Pay Transaction Fee	1,177.00
59120	WI State Laboratory of Hygiene	Fluoride Testing April & May	58.00
59121	Wimme Sand & Gravel, Inc.	Shoulder contractor	113.60
59122	Aspirus Medical Group, Inc.	Wellness Program	218.00
59124	Avineon, Inc.	GIS Support	4,842.09
59125	Batteries Plus LLC	Batteries	68.16
59126	County Materials Corp	Speedcrete	278.27
59127	Ferguson Waterworks #1476	Meter couplings	78.39
59128	H&S Protection Systems Inc	Remote alarm batteries	16.00
59133	SJE	Trouble shoot Well 11 SCADA	384.00
59134	Strand Associates Inc	May 2024 Professional Services Street Improvements	4,275.57
59135	USA Blue Book	Dechlorination	1,281.30
59137	Community Foundation of Central WI	Employee Contribution	10.00
59138	United Way Of Portage County	United Way	47.00
59139	AnSer	After hours answering services.	165.00
59140	Bob's Plumbing & Heating Inc	Well 11 Heater Reparis	4,900.00
59141	CDW Government	Update phone for Nathan Lemanczyk	170.00
59144	Ferguson Waterworks #1476	Brass nipples	12.00
59145	Hawkins Inc	Chemicals	3,382.77
59148	Northern Lake Services Inc	Water Testing for CCR	859.59
59149	Northern Management LLC	Refund Check 040685-000, 401 Michigan Ave #204C	8.11
59151	Pepperwood Properties LLC	Refund Check 040591-000, 2835 Soo Marie Ave	14.99
59152	Petty Cash	Mileage, retirement & postage	833.40
59153	Jared Reigel	Jean allowance	400.84

59155	Mastercard	Garage door key, supplies, Storm inventory, Tools, Amazon Web Services, Out of service hydrant tags, Cards, Public charging station for Leaf, Dan Retirement supplies, DNR reporting	2,302.23	
59158	Vestis	Rugs & laundry services	46.82	
59159	Wausau Area Property Management	Refund Check 038666-000, 1522 Wisconsin St.	50.75	
59160	CDW Government	Phone Set up for Marissa & Jaelyn	212.50	
59161	Fastenal Company	Tools, Locate Paint	610.44	
59162	Heartland Business Systems, LLC	Monthly Billing - June	209.23	
59164	Teamsters Union Local 662	Union dues	1,797.00	
59165	American Asphalt Of WI	Hot Mix	530.16	
59168	Batteries Plus LLC	12V Battery Tender	74.20	
59169	Central States H & W Fund	Heath Insurance Premiums	24,478.70	
59171	Hawkins Inc	Chemicals	1,977.27	
59172	Ben Landowski	Refund Check 014339-000, 1440 Frontenac Ave.	35.48	
59173	Martelle Water Treatment	Chemicals	8,053.04	
59175	Shippy Shoe Store Inc	2023-24 Boot Allowance - Roger Kieliszewski	216.00	
59176	USA Blue Book	Lab Supplies	578.21	
59177	Vestis	Uniforms	84.42	
59178	Vestis	Rugs	46.82	
	DOJ	Background Check	7.00	
	WPS	Utility Charges	22,575.50	
	Payroll	Payroll	36,397.60	
	IRS & DOR PR Tax	Payroll Taxes - Federal	47,125.58	
	Verizon Cell & iPad Charges	Phone & iPad Charges	613.26	
	DOR Garnishment	Garnishment	8.48	
	HRA Admin Fees	Renewal & Admin Fees	30.00	
	TOTAL EXPENSES LISTED		$ 266,401.23	$ 266,401.23
	BALANCE ON HAND JUNE 30, 2024			
		Balance on Hand		$ 5,958,558.63
		Civic Pay Fees		$ 1,017.73
		Plus uncleared checks		$ 46,971.03
		Less checks previously written clearing this month		$ (13,881.67)
		Ending Cash Balance matching Bank Statements		$ 5,992,665.72
		Less Restricted Funds		$ (1,142,612.66)
		Cash on Hand		$ 4,850,053.06

REPORT TO THE JUNE 10, 2024

MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of May 1, 2024	$ 7,231,097.24
Bank Deposits recorded in May 2024	$ 386,317.33
	$ 7,617,414.57

CHECKS ISSUED IN MAY 2024:

58977	BDP Industries	Supplies	4,526.13
58979	City Of Stevens Point	2023 IT Benefits	21.00
58982	Fastenal Company	Supplies	28.19
58984	Grainger	Jack stand & air filter	908.60
58985	MacQueen Equipment	Parts for camera truck	2,148.21
58988	Stevens Point Public Utilities	Quarterly Water Charges	855.42
58991	Esch Construction Supply, Inc.	PPE - Helmet	112.08
58992	Heartland Business Systems, LLC	Monthly bill for April	216.31
58993	Multi Media Channels, LLC	Ad for Well 12 Bid	58.74
58994	NCL of Wisconsin Inc	Chemicals	1,058.66
58999	Aspirus Medical Group, Inc.	Wellness Program, Pre-employment test N. Lemanczyk	154.00
59000	Avineon, Inc.	GIS Support	1,303.33
59001	Baker Tilly Virchow Krause LLP	2023 Audit Fees	3,817.06
59002	Cooper Oil Company Inc	Premium gas for lawncare	7.53
59005	Harter's Fox Valley Disposal	Dumpster Service	675.44
59006	Hans or Laura Hofmeister	Refund Check 040297-000, 3941 Jordan Lane	40.27
59008	MacQueen Equipment	Televising Equipment	2,620.79
59012	NCL of Wisconsin Inc	Lab supplies	251.36
59013	Mastercard	Bloodborne pathogens training supplies, supplies-Shelly,	118.54
59018	Twenty Twenty Trading LLC	Refund Check 040216-000, 2301 Main St.	55.98
59019	USA Blue Book	New controller/flow meter	2,919.95
59021	Vestis	Rugs & laundry services	215.43
59025	Atlas Copco Compressors LLC	Aeration blower	845.00
59026	Central States H & W Fund	Health Insurance Premiums	15,904.14
59030	Northway Communications Inc	Radio batteries	57.79
59031	Petty Cash	Meal allowance for training - Shelly	65.00
59033	Spectrum Insurance Group LLC	Annual Vehicle Insurance	13,806.67
59035	WI DNR - Environmental Fees	Annual lab certification fee	19,857.78
59037	AT&T	Phone charges	43.96
59039	Avineon, Inc.	GIS Support	2,000.00
59040	Central Door Solutions, LLC	Garage Door Repairs	768.10
59041	Clark Dietz	Professional Services 2024 Street Improvement	5,516.06
59044	Grainger	Lifting Beam & Web Sling	28.44
59045	Hach Company	Chemicals	692.79
59046	Hawkins Inc	Chemicals	595.35
59047	Heartland Business Systems, LLC	Monthly Billing - May	222.30
59050	NAPA	Mower Oil	35.98
59055	Security Fence & Supply Co Inc	Repair garage gate	291.67
59056	Spee Dee Delivery Service Inc.	Shipping Charges	13.29
59058	Staab Construction Corp	Pipe Repair	1,315.00
59059	Strand Associates Inc	Professional Services 2024 Street Improvements	827.50
59061	ULINE	PPE & Supplies	1,852.85
59062	Vestis	Rugs & laundry services	215.43
59066	City Of Stevens Point	Retirement, IT, Fuel and Insurance	14,669.95
59067	Cooper Oil Company Inc	DEF Fluid	77.63
59070	Mastercard	WWOA Registration-Adam & Tyler, Amazon Web Services, Supplies, Alumininum NPT Truck #12, Manhole toggle pin, Dryer gate solenoid, Flag holder, SCADA monitors and cords, IT pipes, Washer & dryer, DPW Week trinkets, Trainining	4,428.25
59071	City Of Stevens Point	Workers Comp Premiums	627.36
59072	CT Laboratories	1st Half Biosolids	454.00
59074	H&S Protection Systems Inc	Update alarm panel add N. Lemanczyk and remove R. Danczyk	12.50
59076	NAPA	Supplies	117.96
59079	USA Blue Book	Activator	173.71
	HRA	HRA Admin Fee	30.00
	Verizon Charges	Verizon Charges	618.00
	WPS Utility Charges	Gas & Electric	21,555.90
	Sewer Payroll	Payroll	62,821.10

Payroll Taxes	Payroll Taxes		3,765.67	
TOTAL OF EXPENSES LISTED			$ 196,420.15	$ 196,420.15
BALANCE ON HAND MAY 31, 2024				$ 7,420,994.42
		Balance on Hand		$ 7,420,994.42
		Plus uncleared checks		$ 5,129.56
		Civic Pay Fees		$ 1,687.64
		Less checks previously written clearing this month		$ (102,326.07)
		Ending Cash Balance matching Bank Statements		$ 7,325,485.55
			Less Restricted Balance	$ (5,610,207.18)
			TOTAL	$ 1,715,278.37

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

REPORT TO THE JULY 8, 2024

MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of June 1, 2024				$ 7,325,485.55
Bank Deposits recorded in June 2024				$ 366,684.12
				$ 7,692,169.67

CHECKS ISSUED IN JUNE 2024:

59084	American Asphalt Of WI	Hot mix	99.48	
59085	Baker Tilly Virchow Krause LLP	2023 Audit	1,344.00	
59086	Brenntag Great Lakes LLC	Ferric Chloride Solution	15,962.81	
59088	Central States H & W Fund	Insurance Premiums	15,904.14	
59089	Employee Resource Center	May EAP Fees	28.50	
59090	Energenecs Inc	Troubleshoot methane gas flare	1,679.80	
59091	Grainger	Lifting beam	1,087.92	
59095	Multi Media Channels, LLC	Ad for Well 12 Bid	59.62	
59096	NCL of Wisconsin Inc	Chemicals	607.66	
59100	Springbrook Holding Company LLC	Civic Pay Transaction Fee	477.67	
59102	Truckshop USA	Mud flaps-televising truck	11.00	
59104	Vestis	Rugs & laundry services	215.43	
59107	Aquachem of America Inc.	Resin compound	17,388.00	
59115	Harter's Fox Valley Disposal	Dumpster Service	675.44	
59116	Mastercard	Staple gun & staples	100.80	
59121	Wimme Sand & Gravel, Inc.	Shoulder contractor	113.60	
59122	Aspirus Medical Group, Inc.	Wellness Program	218.00	
59123	AT&T	Phone Charges	46.02	
59124	Avineon, Inc.	GIS Support	4,842.09	
59126	County Materials Corp	Speedcrete	278.27	
59129	John Fabick Tractor Co	Fuel Fill Tube for 908 Loader	170.02	
59131	Chris Lefebvre	Boot Allowance	193.07	
59132	NCL of Wisconsin Inc	Chemicals & supplies	447.96	
59134	Strand Associates Inc	May 2024 Professional Services Street Improvements	371.67	
59141	CDW Government	Update phone for Nathan Lemanczyk	170.00	
59149	Northern Management LLC	Refund Check 040685-000,401 Michigan Ave #204C	12.66	
59150	Pace Analytical Services Inc	2nd Quarter Mercury Samples	530.00	
59151	Pepperwood Properties LLC	Refund Check 040591-000, 2835 Soo Marie Ave	13.35	
59152	Petty Cash	Mileage for conference	301.50	
59154	Solenis LLC	Chemical Praestol	20,060.40	
59155	Mastercard	Conference expenses and employee lunch, Amazon Web Services, IT Pipes	1,393.42	
59156	USA Blue Book	Coal Tar Epoxy	464.95	
59157	UW Stevens Point	Intern pay	1,670.99	
59158	Vestis	Rugs & laundry services	215.43	
59159	Wausau Area Property Management	Refund Check 038666-000,1522 Wisconsin St.	44.72	
59160	CDW Government	Phone Set up for Marissa & Jaelyn	212.50	
59161	Fastenal Company	Locate paint	1,048.02	
59162	Heartland Business Systems, LLC	Monthly Billing - June	209.23	
59163	Kessler Construction	Insulation for dryer	6,410.00	
59165	American Asphalt Of WI	Hot Mix	180.15	
59166	ANDRITZ Separation Inc.	Labor & travel time for dryer repairs	42,019.48	
59167	Badger Laboratories, Inc.	Nitrate Testing	52.00	
59169	Central States H & W Fund	Heath Insurance Premiums	33,619.66	
59170	Grainger	Heffron Transducer	763.57	
59171	Hawkins Inc	Hypochlorite	617.40	
59172	Ben Landowski	Refund Check 014339-000,1440 Frontenac Ave.	66.57	
59174	Olsen Safety Equipment Corp	Gas Meter	1,097.32	
59176	USA Blue Book	Coal Tar Epoxy	464.95	
59177	Vestis	Uniforms	70.42	
59178	Vestis	Rugs & Laundry Services	215.43	
	HRA	HRA Admin Fee	30.00	
	Verizon Charges	Verizon Charges	685.87	
	WPS Utility Charges	Gas & Electric	19,816.18	
	Sewer Payroll	Payroll	67,742.64	
	Payroll Taxes	Payroll Taxes	4,277.88	
	TOTAL OF EXPENSES LISTED		$ 266,799.66	$ 266,799.66
	BALANCE ON HAND JUNE 30, 2024			$ 7,425,370.01
		Balance on Hand		$ 7,425,370.01
		Plus uncleared checks		$ 109,062.02

Less checks previously written clearing this month	$	(1,526.27)
Ending Cash Balance matching Bank Statements	$	7,532,905.76
Less Restricted Balance	$	(5,638,299.28)
TOTAL	$	1,894,606.48

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

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

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of May 1, 2024	$	3,015,948.18
Bank deposits recorded in May 2024	$	94,317.15
	$	3,110,265.33

CHECKS ISSUED MAY 2024:

58979	City Of Stevens Point	2023 IT Benefits	21.00		
58991	Esch Construction Supply, Inc.	PPE - Helmet	112.08		
58992	Heartland Business Systems, LLC	Monthly bill for April	216.31		
58993	Multi Media Channels, LLC	Ad for Well 12 Bid	58.74		
58999	Aspirus Medical Group, Inc.	Wellness Program	154.00		
59000	Avineon, Inc.	GIS Support	1,303.33		
59001	Baker Tilly Virchow Krause LLP	2023 Audit Fees	3,810.85		
59006	Hans or Laura Hofmeister	Refund Check 040297-000, 3941 Jordan Lane	19.15		
59013	Mastercard	Bloodborne pathogens training supplies, Supplies -Jason	103.86		
59016	Reinders Inc	Seed mix	552.00		
59017	Twenty Twenty Trading LLC	Refund Check 037697-000, 2301-03 Main St.	50.15		
59022	Volm Companies	Landscaping supplies for Pine Bluff Restoration	1,910.00		
59026	Central States H & W Fund	Health Insurance Premiums	9,704.82		
59030	Northway Communications Inc	Radio batteries	57.78		
59031	Petty Cash	Meal allowance for training - Jason	65.00		
59032	Reinders Inc	Seed mix	550.00		
59033	Spectrum Insurance Group LLC	Annual Vehicle Insurance	13,806.66		
59039	Avineon, Inc.	GIS Support	2,000.00		
59040	Central Door Solutions, LLC	Garage Door Repairs	768.10		
59041	Clark Dietz	Professional Services 2024 Street Improvement	5,516.06		
59043	Fastenal Company	PPE - Gloves	67.58		
59047	Heartland Business Systems, LLC	Monthly Billing - May	222.30		
59049	Leaves Inspired Tree Nursery LLC	Trees	2,812.00		
59053	Schichtel's Nursery, Inc.	Trees	13,869.00		
59055	Security Fence & Supply Co Inc	Repair garage gate	291.66		
59059	Strand Associates Inc	Professional Services 2024 Street Improvements	827.50		
59066	City Of Stevens Point	Retirement, IT, Fuel and Insurance	5,854.88		
59066	City Of Stevens Point	Retirement, IT, Fuel and Insurance	2,648.67		
59067	Cooper Oil Company Inc	DEF Fluid	77.62		
59070	Mastercard	Amazon Web Services, Manhole toggle pin, Flag holder, DPW week trinkets, Training	1,184.29		
59071	City Of Stevens Point	Workers Comp Premiums	1,031.35		
59080	Vestis	Uniforms - Jeff	98.91		
	Verizon	iPad & cell phone charges	450.31		
	Payroll	Payroll	18,826.98		
	IRS	Payroll Taxes	2,207.34		
	WPS	Monthly Utility Charges	198.40		
	TOTAL OF EXPENSES LISTED		$ 91,448.68	$	91,448.68
	BALANCE ON HAND MAY 31, 2024			$	3,018,816.65

Balance on Hand	$	3,018,816.65
Plus checks written after the end of this month		
Plus uncleared checks	$	1,898.36
Less checks previously written clearing this month	$	(126,563.46)
Ending Cash Balance matching Bank Statements	$	2,894,151.55

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

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of June 1, 2024	$	2,894,151.55
Bank deposits recorded in June 2024	$	116,943.58
	$	3,011,095.13

CHECKS ISSUED JUNE 2024:

59084	American Asphalt Of WI	Hot mix		99.50		
59085	Baker Tilly Virchow Krause LLP	2023 Audit		576.00		
59088	Central States H & W Fund	Insurance Premiums		9,704.82		
59089	Employee Resource Center	May EAP Fees		14.25		
59095	Multi Media Channels, LLC	Ad for Well 12 Bid		59.62		
59100	Springbrook Holding Company LLC	Civic Pay Transaction Fee		477.66		
59114	Colten Gaylord	Jean Allowance		163.47		
59116	Mastercard	Phone charger, straw		79.89		
59118	Roberts Irrigation Company Inc	Supplies		28.56		
59121	Wimme Sand & Gravel, Inc.	Shoulder contractor		113.60		
59122	Aspirus Medical Group, Inc.	Wellness Program		218.00		
59124	Avineon, Inc.	GIS Support		4,842.07		
59126	County Materials Corp	Speedcrete		278.26		
59134	Strand Associates Inc	May 2024 Professional Services Street Improvements		371.67		
59136	Malise Beduhn	Salary		381.99		
59141	CDW Government	Update phone for Nathan Lemanczyk		170.00		
59142	Egle Landscaping Inc.	Tree Planting		750.00		
59143	Farrell Equip & Supply Co Inc	Staples		450.00		
59147	Multi Media Channels, LLC	Aquatic plant management permit advertisement		35.97		
59155	Mastercard	Steel Toe Shoes - Malise, Amazon Web Services		509.11		
59159	Wausau Area Property Management	Refund Check 038666-000, 1522 Wisconsin St.		19.45		
59160	CDW Government	Phone Set up for Marissa & Jaelyn		212.50		
59162	Heartland Business Systems, LLC	Monthly Billing - June		209.23		
59165	American Asphalt Of WI	Hot Mix		58.58		
59169	Central States H & W Fund	Heath Insurance Premiums		19,409.64		
	Verizon	iPad & cell phone charges		490.23		
	Payroll	Payroll		26,649.02		
	IRS	Payroll Taxes		2,425.75		
	WPS	Monthly Utility Charges		18.70		
	TOTAL OF EXPENSES LISTED		$	68,817.54	$	68,817.54
	BALANCE ON HAND JUNE 30, 2024				$	2,942,277.59

Balance on Hand	$	2,942,277.59
Plus checks written after the end of this month		
Plus uncleared checks	$	21,511.27
Less checks previously written clearing this month	$	(867.01)
Ending Cash Balance matching Bank Statements	$	2,962,921.85

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

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of May 1, 2024	$	492,707.95
Bank deposits recorded in May 2024	$	323.04
	$	493,030.99

CHECKS ISSUED MAY 2024:

59070	Mastercard	Flag holder		38.75		
	Payroll	May Payroll		187.78		
	TOTAL OF EXPENSES LISTED		$	226.53	$	226.53
	BALANCE ON HAND MAY 31, 2024				$	492,804.46

Balance on Hand	$	492,804.46
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	$	492,804.46

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

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of June 1, 2024	$	492,804.46
Bank deposits recorded in June 2024	$	313.20
	$	493,117.66

CHECKS ISSUED JUNE 2024:

59130	Killoren Communication Inc.	Splicing & testing for new fiber location		12,216.00		
59146	Killoren Communication Inc.	Repair fiber cut by contractor		1,190.00		
59161	Fastenal Company	Locate paint		86.76		
	Payroll	June Payroll		706.42		
	TOTAL OF EXPENSES LISTED		$	14,199.18	$	14,199.18
	BALANCE ON HAND JUNE 30, 2024				$	478,918.48

Balance on Hand	$	478,918.48
Plus checks written after the end of this month		
Plus uncleared checks	$	1,276.76
Less checks previously written clearing this month		
Ending Cash Balance matching Bank Statements	$	480,195.24

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

STRAND ASSOCIATES®
Excellence in Engineering℠

June 13, 2024

Mr. Scott Beduhn, P.E.
Director of Public Works
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Re: Request for Proposal (RFP) – Michigan Avenue – Preliminary Engineering

Dear Mr. Beduhn:

On behalf of Strand Associates, Inc.®, thank you for the opportunity to submit our proposal to the City of Stevens Point for the Michigan Avenue – Preliminary Engineering project. This project consists of approximately 0.24 miles, covering three blocks within both a commercial and residential area of the city. Michigan Avenue passes under the Canadian National Railway (CN) within the project limits. We are excited about the opportunity to continue assisting the City with engineering services. We were hired by the City to complete the 2020 Street Improvements project, the 2022 Street Improvements project, the 2023 Street Improvements project, and the most recent 2024 Street Improvements project. These projects consisted of full street and utility reconstruction. The 2020 Street Improvements project consisted of approximately 1.1 miles, covering eight city blocks within or surrounding the University of Wisconsin (UW)-Stevens Point. The 2022 Street Improvements project consisted of approximately 1.05 miles, covering 19 city blocks within a mostly residential area with some commercial development. The 2023 Street Improvements project consisted of approximately 1 mile, covering seven city blocks within a residential area bordering a commercial area and a cemetery. The 2024 Street Improvements project consisted of approximately 1.2 miles, covering 14 blocks within both a commercial and residential area of the city. These projects had many streets with substandard slopes, insufficient stormwater management, undersized and deteriorating storm sewers, water main, and sanitary sewer main. We coordinated with the City to reduce street widths, while also providing sidewalk and curb ramp accessibility throughout each corridor. In combination, all these improvements enhanced the neighborhoods from a below ground infrastructure point of view as well as to the above ground pedestrian and traveling public point of view. We have had extensive coordination with numerous railroads, including CN, and understand the need to establish early and effective communication to gain acceptance and the ability to obtain necessary permits.

Project Understanding

The City is requesting preliminary engineering services for the Michigan Avenue project. These services will include the following: 1.) Traffic analyses of both the Michigan Avenue and Patch Street intersection and Michigan Avenue and Dixon Street intersection; 2.) Initial coordination with CN concerning the anticipated modifications to Michigan Avenue at the railway underpass to determine necessary requirements and permits for the work; 3.) Review the existing underdrain system on Michigan Avenue and provide any recommendations for future improvements; and 4.) Assist the City with the procurement of a geotechnical consultant, including preparing a request for proposal, providing project limits and anticipated utilities, and defining initial scope of geotechnical information.

Preliminary Engineering Services

Traffic Analysis

- **Traffic Analysis of the Michigan Avenue and Patch Street Intersection**
  - Communicate with the City, for the City to obtain a 12-hour intersection turning movement count with pedestrians.
  - Format intersection turning movement count data provided by the City to be used in intersection layout evaluations that will consider modifications to the existing traffic signal and a potential roundabout.
  - Develop Synchro11 traffic models to evaluate existing traffic signal control and revised traffic signal control with AM and PM peak-hour volumes at the intersection. Approach lane use will be evaluated on all four legs of the intersection.
  - Develop SIDRA traffic models to evaluate single-lane roundabout control with AM and PM peak-hour volumes at the intersection.
  - Conduct an intersection sight distance and vision triangle review per the Wisconsin Department of Transportation (WisDOT) Facilities Development Manual (FDM) Section 11-25 for the intersection on available aerial imagery.
  - Develop up to two conceptual geometric alternatives to improve pedestrian conditions, intersection control, and traffic operations at the intersection.
  - Prepare and submit a draft Intersection Evaluation Letter incorporating the results of the data collection and intersection control analysis.
  - Incorporate one round of review comments from the City and prepare and submit a final Intersection Evaluation Letter.

- **Traffic Analysis of the Michigan Avenue and Dixon Street Intersection**
  - Communicate with the City, for the City to obtain a 12-hour intersection turning movement count with pedestrians.
  - Format intersection turning movement count data provided by the City to be used in intersection layout evaluations that will consider modifications to the existing traffic signal and a potential roundabout.
  - Develop Synchro11 traffic models to evaluate existing traffic signal control and revised traffic signal control with AM and PM peak-hour volumes at the intersection. Approach lane use will be evaluated on all four legs of the intersection.
  - Develop SIDRA traffic models to evaluate compact urban roundabout control with AM and PM peak-hour volumes at the intersection.
  - Conduct an intersection sight distance and vision triangle review per the Wisconsin Department of Transportation (WisDOT) Facilities Development Manual (FDM) Section 11-25 for the intersection on available aerial imagery.
  - Develop up to two conceptual geometric alternatives to improve pedestrian conditions and reduce speeds at the intersection.
  - Prepare and submit a draft Intersection Evaluation Letter incorporating the results of the data collection and intersection control analysis.
  - Incorporate one round of review comments from the City and prepare and submit a final Intersection Evaluation Letter.

- **Intersection Control Evaluation – Public Involvement Informational Meeting (PIM)**
  - Prepare for and attend one PIM.

- **Canadian National Railway (CN) – Initial Coordination**
  - Contact and discuss with CN the different aspects of the project as it pertains to the area at the underpass of the railway on Michigan Avenue.
  - Determine CN requirements and permits needed for the eventual construction activities.
  - Determine probable lengths of time needed to obtain anticipated permits.

Mr. Scott Beduhn, P.E., DPW
City of Stevens Point
Page 3
June 13, 2024

- **Underpass Underdrain System Evaluation**
  - Review existing documents for location of the underdrain system.
  - Provide an evaluation of any modifications that may improve drainage capabilities.

- **Geotechnical Consultant Procurement**
  - Assist the City with procurement of a geotechnical consultant.
  - Prepare a request for proposal and provide project limits and anticipated utilities and define initial scope of geotechnical information.

- **Service Elements Not Included**
  - Final design services.
  - Preparation of contract manual or technical specifications.
  - Storm sewer pump station evaluation or design.
  - Storm sewer hydraulic modeling or design.
  - Topographic survey, measurement of existing utilities, or related services.
  - Bid-related services.

Narrowing the street width of Michigan Avenue will be considered during design.

Better pedestrian access at the underpass and along the street corridor will be considered.

Coordination with the Canadian National Railroad throughout the design process will be critical.


A traffic analysis at the Dixon Street intersection on Michigan Avenue will be completed.

Design options for an advanced flood warning monitor will be provided.

A traffic analysis at the Patch Street and Michigan Avenue intersection will be completed.

Project Schedule

Assuming a notice to proceed can be issued by July 16, 2024, we propose the following schedule. If the City desires an alternative schedule, we would be happy to discuss options.

Task Item	Date
Project Award	July 16, 2024
Kickoff Meeting	July 23, 2024
Traffic Analysis and Modeling	September 2024
Canadian National Railway Coordination	October 2024
Underdrain Evaluation	October 2024
Public Involvement Meeting	October 2024
Intersection Control Evaluation Report	November 2024
Conceptual Street Layout	November 2024

Project Fees

The total lump sum fee for preliminary engineering services is $63,500.

It is anticipated that when the preliminary engineering services are completed a scope of services for final design will be provided. These services will be provided through an amendment to the contract. The following are anticipated services:

Possible Future Final Design Services

Street and Utility Engineering Services

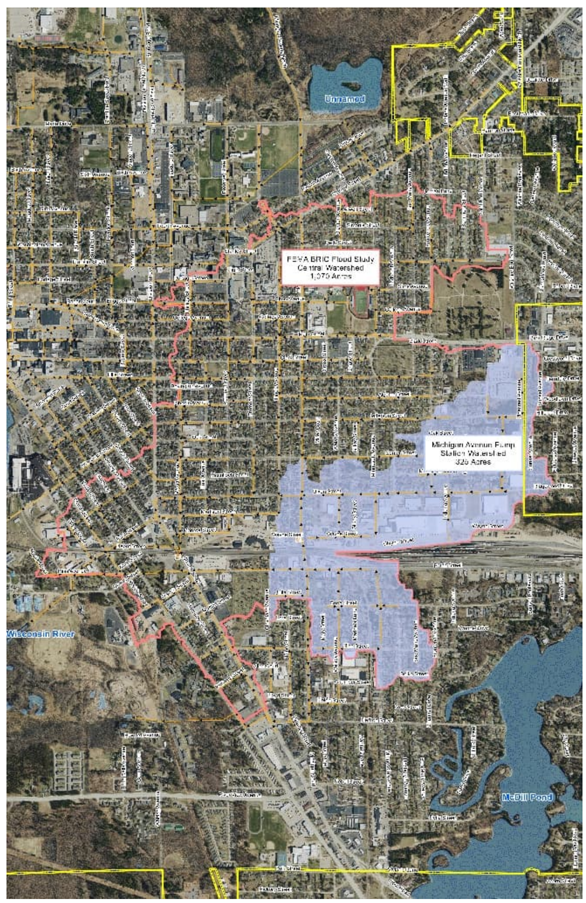
- **Michigan Avenue from Patch Street to Dixon Street**
  - Replace the existing 6- and 8-inch water mains with 8-inch water main.
  - Replace the existing 8- and 24-inch sanitary sewer main in-kind.
  - Replace the existing perforated undrain piping within the limits of the curb and gutter with 8-inch perforated undrain piping. Additional underdrain piping may be provided, if desired.
  - Design the local storm sewer piping system.
  - Replace the existing storm sewer and extend new storm sewer, where practical.
  - Replace the existing sidewalk and investigate providing a pedestrian barrier beneath the railway bridge.
  - Replace the existing street curb and gutter and street pavement structure and narrow the overall width of the street, if possible.

- Possibly provide improvements to the existing storm sewer lift station or replace the existing station dependent on recommendations from the BRIC grant.
- Possibly reroute the discharge force main to the storm sewer main located at the intersection of Illinois Street and Madison Street dependent on recommendations from the FEMA-BRIC grant.

Stormwater Management Study

Having assisted the City with the Northern Stevens Point Flood Study application for the FEMA-BRIC grant, we are well aware of the potential synergies of utilizing this study to understand how the Michigan Avenue Underpass Pumping Station and local storm sewers operate during large storm events. The BRIC grant application has been reviewed by staff at Wisconsin Emergency Management and has been sent on through FEMA GO to the federal level for final review and approvals. If successful, and we are confident that it will be, it is likely that the grant funded flood study could start as early as the first quarter of 2025. With this in mind, the modeling and alternative analysis of the watershed that outfalls just south of the Stevens Point Wastewater Treatment Plant could be performed as an initial task. Portions of the recommended alternative from this study could then be incorporated into the roadway contract documents for the Michigan Avenue Underpass project. For these reasons, the fee to perform a larger stormwater analysis is not included in this proposal.

Utilizing the watershed-wide stormwater model to understand how the Michigan Avenue Underpass operates is an important aspect to this project. On the south side of the underpass, a large watershed drains through the Patch Street and Michigan Avenue intersection by storm sewer. Once this storm sewer reaches capacity, overland flows drain directly to the underpass, causing significant flooding. On the north side of the underpass, an overland flow route does not exist to direct stormwater to the underpass. However, the pumping station force main drains into the storm sewer system that runs through this area. Downstream of the underpass to the west is the Church Street underpass, which floods during localized large storm events and from the influence of the Wisconsin River backing up into the city storm sewer system. All aspects of the watershed need to be investigated together to understand the dynamics of the entire system and how proposed changes at the Michigan Avenue Underpass affect the remainder of the system. While the goal is to mitigate flooding at the Michigan Avenue Underpass, we want to make sure this flooding is not transferred to another location within the community.



FEMA-BRIC Grant Watershed Mapping

The Northern Stevens Point Watershed study will model mainline storm sewer 18 inches and larger. The model will also incorporate the Church Street Pumping Station and the Michigan Avenue Pumping Station. This underground storm sewer system will be linked up to the ground surface in the stormwater model to accurately simulate conveyance of overland flows that exceed the capacity of the storm sewer system. These models will be calibrated to an historical rain event to gain confidence in the modeling results moving forward. We will then conduct an alternative analysis to develop potential flood mitigation solutions at defined locations within the watershed. Each alternative will be summarized in a report and accompanied by flood depth mapping of a range of design storms, a conceptual design figure, and opinions of probable construction cost. The final study report will summarize the results of the existing conditions analysis, as well as the alternative analysis, and recommended alternatives. Note that the recommended alternative design fee could also be covered by the same FEMA-BRIC grant in the future.

Preliminary Engineering – Michigan Avenue Pumping Station

The existing Michigan Avenue Pumping Station was installed with the grade separation project on Michigan Avenue in 1979. The existing pumping station is a wet well/dry well design that contains a 10-foot inside diameter wet well and a 9-foot 6-inch inside diameter prefabricated steel can dry well, approximately 25 feet deep. The wet well contains two pump suction pipes connected to the dry well and one 18-inch-diameter influent gravity sewer. An 84-inch-diameter storage tank, approximately 250 linear feet in length, is connected to the wet well through 70 linear feet 18-inch-diameter influent gravity sewer. The prefabricated steel can pump station contains two Fairbanks Nijhuis pumps, model number D5434WD, each rated for 2,350 gallons per minute at 50 feet total dynamic head. The 10-inch-diameter ductile iron force main discharges to a manhole located approximately 300 feet north of the pumping station on Michigan Avenue.

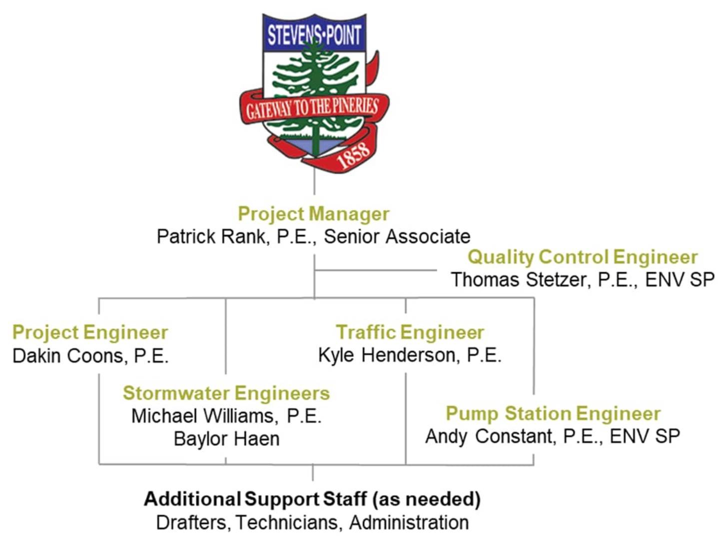
It is our understanding that the Michigan Avenue underpass floods during periods of significant rainfall and with a rising Wisconsin River. This prohibits vehicles from traveling this route that is very important to City transportation system. We investigated the potential solutions in this area to reduce or possibly eliminate flooding. We will review the capacity of the existing stormwater pumping station and existing conveyance infrastructure upstream of the pumping station. Alternatives we plan to evaluate include:

- Improvements to upstream and downstream gravity sewer to the south of the pumping station.
- Increase of upstream storage capacity to the pumping station.
- Routing the force main discharge to a different location.
- Rehabilitation/replacement of the existing stormwater pumping station to convey more flow.

We will prepare a preliminary engineering report to review the existing conditions and provide various alternatives to mitigate the flooding concerns in the underpass area.

Project Team

This section provides information on the experience and designated responsibilities of our proposed project team. We have selected a team of qualified individuals with experience on similar municipal street and utility design projects. Our team will be responsive to the City's needs and provide clear and effective communication. **The majority of the team worked on the City's recent 2024 Street Improvements project.** Below are brief descriptions of each team member and their role.



Project Manager

Patrick Rank.

Patrick Rank, P.E., Senior Associate, will serve as the Project Manager and be responsible for communication with the City, staff coordination, design, and project administration. Pat has more than 36 years of municipal engineering experience and brings a tremendous amount of expertise and leadership to this role. Pat's success is due in large part to his ability to lead teams effectively, propose creative solutions to challenging issues, recognize concerns before they become critical, maintain a high professional standard, and communicate effectively with project stakeholders.

Pat's leadership and engineering skills have been used in large-scale engineering projects throughout his career. These projects have included expansive business parks, extensive street and utility reconstruction projects, site developments with mass grading, large-scale concrete box culvert storm sewers, horizontal drilling force main under the Wisconsin River, and projects in environmentally sensitive areas.

Pat has served as Project Manager for numerous communities throughout Wisconsin and has built strong relationships with many municipal staff. Pat's successful projects have included projects in Stevens Point, Wisconsin Rapids, New Glarus, Onalaska, Whitewater, Waukesha, and Mount Horeb, Wisconsin; Dubuque, Iowa; and Lockport, Illinois, to name a few. Pat has completed many projects for the University System that have very congested utility corridors throughout campuses, including the Universities of Wisconsin-Madison, Milwaukee, Whitewater, and Platteville. Pat understands the importance of designing for pedestrian movements and the necessity of providing accessibility for all abilities.

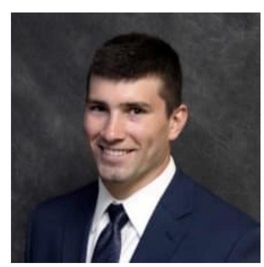
Quality Control Engineer

Tom Stetzer.

Thomas Stetzer, P.E., ENV SP, will provide quality control review services for this project. Tom is a Professional Engineer in Wisconsin and has more than 18 years of municipal and utility engineering experience. His projects have included plan development, survey, design, and construction-related services of sanitary sewers, force mains, water mains, stormwater management improvements, curb and gutters, sidewalks, site plans, rural and urban streets, utility and railroad coordination efforts, agency and public involvement programs, and right-of-way plats and acquisitions.

Tom understands the need to establish design criteria early and effectively communicate those needs to our design team, facility owners, and agencies. Tom has provided quality control review for Stevens Point's 2022, 2023, and 2024 Street Improvement projects. Tom will be available to the project team as an experienced technical resource and will be responsible to review design criteria and the project documents at predetermined levels of completion.

Project Engineer



Dakin Coons.

Dakin J. Coons, P.E., has been with our firm for 4 years and serves as a project engineer within our municipal group. Dakin has a B.S. degree in Civil Engineering from the University of Wisconsin-Madison. He has provided engineering services for the 2024 Street Improvements project for the City of Stevens Point; the Bus Rapid Transit project for the City of Madison; the Ninth Avenue Improvements in New Glarus; and the Northeast Interceptor Waunakee Extension Capacity Improvements Phase 1 in Waunakee. Dakin has also provided engineering services for the Leonard Point Pumping Station Capacity project for the Algoma Sanitary District, I; the Williams Bay Pumping Station No. 2 Force Main for the Walworth County Metropolitan Sewerage District; the South 14th Street Lift Station and Force Main in Manitowoc; the Vanderlip Pumping Station and Force Main Replacement in Whitewater; and served as the RPR for the Village of Plain on multiple projects, including

Community Development Block Grant (CDBG) funded street and utility reconstruction. He has also served as the RPR for the Village of Cottage Grove and the City of Middleton.

Dakin has experience providing complete site civil design, street and utility layout and design, storm water and sanitary lift station design, and preparing permit applications for local, state, and federal agencies. Dakin has extensive knowledge of AutoCAD Civil 3D, and MicroStation.

Traffic Engineer

Kyle Henderson.

Kyle Henderson, P.E., will serve as the Traffic Modeling and Signal/Roundabout Engineer for this project. Kyle has more than 17 years of experience in traffic operations and modeling, safety analysis, intersection design, roundabout design, and design of traffic control devices. Kyle has a proven record of collaborating with team members on projects large and small, as well as coordinating with public agencies to track and resolve project issues with solutions tailored to the individual intersection needs. Kyle has assisted Pat with traffic signal warrant analysis, intersection sight evaluations, speed studies, intersection control designs, traffic modeling services, and plan preparation on several projects throughout Wisconsin. Kyle has designed intersection control improvement projects from large signals and roundabouts on state system roadways to local street intersections in many communities throughout Wisconsin, including the mini roundabout at Maria Drive and 2nd Street. Kyle has extensive experience using the standards in the WisDOT FDM and Traffic Engineering, Operations, and Safety Manual (TEOpS) as well as the Manual on Uniform Traffic Control Devices (MUTCD). In addition, Kyle is familiar with using Highway Capacity Software (HCS), Synchro and SimTraffic, VISSIM, Paramics, MicroStation, GEOPAK Road, and AutoTURN.

Stormwater Engineers

Mike Williams.

Michael Williams, P.E., has 23 years of experience in stormwater plan development and management, including hydrologic/hydraulic modeling, watershed plan development and management, streambank restoration and design, stormwater detention basin design and rehabilitation, and Best Management Practice (BMP) design measures. Mike has developed stormwater management plans using programs such as XPSWMM (1D and 2D), StormCAD, HEC-HMS, HydroCAD, and HEC-RAS. Mike will provide in-depth analysis, design, and preparation of drawings and specifications for stormwater management, storm sewer design, and green infrastructure where needed on the project. Mike has been the Lead Stormwater Engineer for the City's 2020, 2022, and 2023 Street Improvements project.

Baylor Haen.

Baylor J. Haen, E.I.T., received his B.S. in Civil Engineering from UW-Madison and joined our firm in 2022. Baylor has experience on many municipal and stormwater projects. Baylor has designed storm sewer systems in Stevens Point, Sterling, Illinois, Rockdale, Texas, and Lake Mills. He has developed stormwater quality management plans and analyzed alternatives for Wisconsin municipalities, including Cedarburg, Marshfield, and Marathon County for MS4/TMDL compliance. Baylor assisted in the stormwater quality and quantity analysis and design of the Rural 2 detention basin in Oshkosh. His field experience includes grass-lined ditch infiltration tests for four northeast Wisconsin MS4 communities, illicit discharge inspections of more than 100 outfalls in Sheboygan, and topographic survey of stormwater BMPs in Onalaska. Baylor is proficient with a variety of modeling software, including XPSWMM, HydroCAD, WinSLAMM, AutoCAD Civil3D, StormCAD, ArcMap, and GeoHECRAS.

Mr. Scott Beduhn, P.E., DPW
City of Stevens Point
Page 9
June 13, 2024

Pumping Station Engineer


Andy Constant.

Andrew B. Constant, P.E., ENV SP, has 10 years of wide-ranging experience providing engineering services for municipal-type projects, including stormwater and wastewater conveyance. He has a complete understanding of pumping station and force main analysis, preliminary design, model and forecast preparation, final design, retrofit/rehabilitation, budget development, construction management, and construction administration. Andy has extensive experience in hydraulics, layout, and rehabilitation of all elements of stormwater and wastewater collection systems. His experience also includes site investigation, evaluation, and federal, state, and local regulatory permitting assistance.

Andy has worked on several stormwater pumping station-related projects where he coordinated with system modelers to assess the project parameters, provide improvement alternatives, and develop opinions of probable construction costs. He has recently served as project engineer or manager for several stormwater pumping station analyses and designs for the City of La Crosse and Fond du Lac; Illinois Department of Transportation; and Dubuque and Davenport, Iowa. His project experience as a construction, design, and quality control engineer has provided him with useful knowledge over the full life-cycle of a project and will allow him to bring a well-rounded approach to the Michigan Avenue project.

We are committed to meeting and exceeding the City of Stevens Point's expectations for this project and trust that the above information clearly shows that we will provide the City real value in the successful execution of this project. We value our relationship with the City and appreciate the opportunity to submit this letter proposal. If there are any questions, please do not hesitate to call.

Sincerely,

STRAND ASSOCIATES, INC.®

Patrick J. Rank, P.E., Senior Associate
Senior Project Manager

Kyle R. Henderson, P.E.
Traffic Engineer

P240.320/PJR:beh

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

City of Stevens Point – 2025 Street Improvement Project

This Agreement is by and between

City of Stevens Point ("Client")
1515 Strongs Avenue
Stevens Point, WI 54481

and

Clark Dietz, Inc. ("Clark Dietz")
500 N. 3rd Street, Suite 703
Wausau, WI 54401

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client	**Agreed to by Clark Dietz**
By: ________________	By: Eric K. Basalla
Title: ________________	Title: Senior Vice President
Date: ________________	Date: June 7, 2024

PART I
SERVICES BY CLARK DIETZ

A. Project Description

In general, the project involves the design and preparation of bidding documents to reconstruct the roadway, sidewalk, water main, sanitary sewer, surface drainage and storm sewer within the project area. The total project length is approximately 4,700 feet including portions of Madison Street, Monroe Street, Wyatt Avenue, East Avenue, and Reserve Street.

B. Scope

The scope is as outlined in the attached proposal under the "Project Understanding" and Project Approach" sections, dated June 7, 2024.

C. Schedule

Milestone	Date
Project Award	June, 2024
Survey Information to Clark Dietz	June, 2024
Project Kickoff Meeting	June 12, 2024
30% Design Submittal/Review Meeting	July 22/29, 2024 (Monday)
60% Design Submittal/Review Meeting	September 6/13, 2024 (Friday)
90% Design Submittal/Review Meeting	October 11/18, 2024 (Friday)
Permit Application Submittals	October, 2024
Final Bid Documents to City	November 15, 2024 (Friday)

D. Assumptions/Conditions (if applicable)

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.

2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

3. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

4. All assumptions listed under "Assumptions" in the attached proposal dated June 7, 2024.

The tasks below can be performed for an additional fee:

1. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services;

2. Preparation of assessment roles or schedules;

3. Geotechnical investigations;

4. Processing of Federal permits;

5. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities;

6. Cultural, historic, archeological, or wetland assessment investigations or remediation activities.

7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request.

The list above is not all-inclusive.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports
Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative
Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Scott Beduhn, Director of Public Works.**

C. Decisions
Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Survey
Provide complete existing topographic survey.

PART III
COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **$223,400**, and shall include the following:

   a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.

   b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
   a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
   b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
   c. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records
   Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. DELAYS. If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.

4. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

5. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.

6. ELECTRONIC MEDIA. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz. <u>However, nothing contained herein shall condition or constrain Client's ability to provide to third parties any documents related to the Agreement or services provided thereunder if such documents are provided pursuant to a request under Chapter 19 of the Wisconsin Statutes or any other public records statute.</u>

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. SAFETY. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. RELATIONSHIP WITH CONTRACTORS. Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. THIRD PARTY CLAIMS. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for

the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. INSURANCE. Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker’s Compensation and Employer’s Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. INDEMNITIES. Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz’ negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client’s negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence.

~~15. LIMITATIONS OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz’s total fee for services rendered on this Project, or $250,000 , whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.~~

16. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. ACCESS. Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

18. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

19. HAZARDOUS MATERIALS. Clark Dietz and Clark Dietz’ consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

20. REMODELING AND RENOVATION. For Clark Dietz’ services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz’ consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

21. CLIENT’S CONSULTANTS. Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client’s consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz’ consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

22. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

ClarkDietz
Engineering Quality of Life®

June 7, 2024

Mr. Scott Beduhn
Director of Public Works
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Re: City of Stevens Point – 2025 Street Improvement Project

Dear Scott:

Thank you for the opportunity to assist the City of Stevens Point on their 2025 Street Improvement Project. The trust the City places in us to deliver on this important infrastructure project is appreciated, and we look forward to another opportunity to continue and build our relationship with the City.

Below you will find a scope of services based on our recent discussion:

Project Understanding

The City is requesting engineering services for its 2025 Street Improvements project consisting of the following streets for full depth reconstruction.

- Monroe Street from Church Street to Termini (Reserve Street) – 1,025 LF
    - Replacement of pavement structure
    - Replacement of existing watermain
    - Replacement of existing sanitary main
    - Replacement of existing storm sewer
- Madison Street from Division Street (concrete match) to Illinois Ave (including intersection) – 2,050 LF
    - Replacement of pavement structure
    - Replacement of existing watermain
    - Replacement of existing sanitary main
    - Replacement of existing storm sewer
        - Existing 96-inch storm sewer will not be replaced.
- Wyatt Avenue from Monroe Street to Dixon Street (including intersection) – 650 LF
    - Replacement of pavement structure
    - Replacement of existing watermain
    - Replacement of existing sanitary main
    - Replacement of existing storm sewer
- East Avenue from Monroe Street to Dixon Street (including intersection) – 650 LF
    - Replacement of pavement structure
    - Replacement of existing watermain
    - Replacement of existing sanitary sewer main
    - Replacement of existing storm sewer
- Reserve Street from Madison Street to Dixon Street (including intersection) – 325 LF

500 North 3rd Street, Suite 703 / Wausau, WI 54403 / 715.845.1333 / clarkdietz.com

- Replacement of pavement structure
- Replacement of existing watermain

The current 35-foot road section will be reduced to 28 feet along all streets except Reserve Street and potentially Madison. Additionally, the east end of the project area – Church/Division Street – and the west end – Illinois Street – are both in the design phase of improvement projects. We understand that we may need to coordinate our design to account for the other projects.

The City will provide the front-end documents and technical specifications. CDI will provide the bid form using pay items provided by the City.

Project Approach

- Pre-Design Meeting
    - Clark Dietz will meet with City Engineering and City Utility personnel to discuss project milestones and any known areas of concerns. Prior to this meeting, Clark Dietz will review survey data and the project corridor.

- 30% Design Phase
    - Prepare horizontal roadway alignment and identify potential design challenges for discussion
    - Design horizontal utility alignments and show service locations
    - Prepare typical roadway sections
    - Develop preliminary opinion of probable construction cost based on quantity takeoffs
    - 30% design review meeting in person with City staff, participate in Public Involvement Meeting (PIM)

- 60% Design Phase
    - Prepare vertical and horizontal alignment based on feedback from 30% review meeting
    - Generate cross sections
    - Prepare intersection (9) and ADA ramp designs
    - Perform inlet spacing and storm sewer sizing calculations (assume adequate downstream capacity)
    - Finalize vertical utility alignments and service locations
    - Update opinion of probable construction cost
    - Incorporate comments from 30% design
    - Compile front end documents, technical specifications, and special provisions.
    - 60% design review meeting in person with City staff

- 90% Design
    - Incorporate comments from 60% design meeting and PIM
    - Prepare SWMP and restoration plan sheets
    - Finalize intersection and ADA design
    - Update opinion of probable construction cost and finalize bid form
    - 90% plans sent to City for final review and acceptance
    - 90% design review meeting in person with City staff, participate in second PIM

- Final Bidding Documents
    - Incorporate comments from 90% design meeting and PIM
    - 90% comments reviewed and incorporated
    - Bid plans include the following sheets:
        - Cover

        - General Notes
        - Alignment, Ties, and Benchmarks
        - Existing and Proposed Typical Sections
        - Demolition/Removals
        - Utility and Roadway Plan and Profiles
        - Cross Sections
        - Traffic Control Plan and Details
        - Standard Details – City, WisDOT, CDI
        - Restoration and Erosion Control Sheets
    - Prepare final quantities and update opinion of probable construction cost
    - Final project manual delivered to City for Bidding in PDF format will include design drawings, front end documents, technical specifications, and special provisions.
    -
- Bidding Services
    - Assist the City in responding to bidder questions and issuing addenda during the bid process
    - Participate in a pre-bid meeting.

- Construction
    - Provide PDF of "For Construction" plans and project manual.
    - Provide necessary CAD files to facilitate construction staking by others.
    - Participate in the preconstruction meeting

- Permitting
    - Clark Dietz will complete and submit the appropriate applications for the required permits including Department of Natural Resources Sanitary Sewer and Water approval permits as needed. The City will reimburse the fees for all permits through an expense reimbursement request.
        - Wisconsin Department of Natural Resources Notice of Intent.
        - Wisconsin Department of Natural Resources Water Main Extension Approval.
        - Wisconsin Department of Natural Resources Plan Approval for Sewerage System Improvements.

- Anticipated in person meeting attendance
    - The following six (6) in person meetings are included in this scope of work:
        - Project kickoff meeting
        - 30% review meeting
        - 60% review meeting
        - 90% review meeting
        - (2) Public Involvement Meetings, to be held around the same time as design review meetings.

Assumptions:
The following assumptions are made, but are not limited to:
- Survey not included in this scope. The City will provide the base topographic DWG file for use that includes completed existing linework, created existing surface, and invert labels on all existing structures. The City will provide standard manhole condition assessment and dip sheets with pipe diameter and materials.
- Work outside of the public right-of-way is not included.
- Railroad right-of-way permitting is not included, nor is work requiring a railroad permit.
- Replacement of any sanitary force main is not included.
- All roadways will be an urban cross-section.
- Replacement, nor design of measures for protection, of 96" storm sewer along Madison Street is not included.

- Geotechnical boring services will be procured and contracted by the City and the report will be made accessible in advance of the 60% submittal.
- City will prepare technical specifications and contract documents.
- Clark Dietz will generate bid items, quantities, and unique special provisions. City will determine in advance the method of measurement and payment.
- Street lighting is not included.
- Water and sanitary modeling is not included.
- City to provide property lines/plat information in CAD format

Anticipated Schedule

Milestone	Date
Project Award	June , 2024
Survey Information to Clark Dietz	June, 2024
Project Kickoff Meeting	June 12, 2024
30% Design Submittal/Review Meeting	July 22/29, 2024 (Monday)
60% Design Submittal/Review Meeting	September 6/13, 2024 (Friday)
90% Design Submittal/Review Meeting	October 11/18, 2024 (Friday)
Permit Application Submittals	October, 2024
Final Bid Documents to City	November 15, 2024 (Friday)

Compensation
We propose to complete the above outlined scope of work on a time and material basis with a not to exceed fee of $223,400. Clark Dietz is committed to the success of this project and believes that by working together and maintaining an open line of communication during this project, we will exceed the City's expectations.

If approved, we will follow up with a general services agreement for signature, and we will begin working on the City's behalf. Please let me know if you have any questions. We look forward to working for you on this project.

Sincerely,

Clark Dietz, Inc.

Benjamin W. Metzler

Tonia S. Westphal

Benjamin W. Metzler, P.E.
E-mail: ben.metzler@clarkdietz.com

Tonia S. Westphal, PE, LEED AP
tonia.westphal@calrkdietz.com

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2024

TITLE	HOURLY RATE
Engineer 9	$260.00
Engineer 8	250.00
Engineer 7	240.00
Engineer 6	230.00
Engineer 5	210.00
Engineer 4	180.00
Engineer 3	165.00
Engineer 2	150.00
Engineer 1	135.00
Technician 5	175.00
Technician 4	165.00
Technician 3	150.00
Technician 2	135.00
Technician 1	115.00
Intern	100.00
Clerical	105.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

January 1, 2024

Vehicles	
Autos	$65.00/day or $0.655/mile (per agreement)
Field Vehicles	$65.00/day or $0.655/mile (per agreement)
Survey Van	$80.00/day or $0.75/mile (per agreement)
Robotic Survey Equipment	$20.00/hour
GPS Survey Equipment	$30.00/hour
CADD Usage	$20.00/hour
Drone Usage	$35.00/hour
Regular Format Copies* (8.5”x11” or 11”x17”)	$0.10/copy
Color Copies* (8.5”x11”)	$0.50/copy
Color Copies* (11”x17”)	$1.50/copy
Large Format Plotting and/or Copying*	
(12”x18”)	$0.50/sheet
(22”x34” or 24”x36”)	$1.75/sheet
(30”x42”)	$2.50/sheet
(36”x48”)	$3.00/sheet
Large Format Scanning*	
(12”x18”)	$.30/sheet
(22”x34” or 24”x36”)	$1.00/sheet
(30”x42”)	$1.50/sheet
(36”x48”)	$2.00/sheet
Hotels & Motels Meals Federal Express & UPS Public Transportation Film and Development Supplies	At Cost

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.

City of Stevens Point
Airport Commission
July 8, 2024 - 12:28 PM

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

OR

Zoom Teleconferencing

Meeting ID: | 820 26885705
By Computer: https://us02web.zoom.us/j/82026885705
By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

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

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

EXCUSED ABSENCE: Mae Nachman

2. Approval of Minutes

Motion made by Ray Schmidt, seconded by Anna Haines to approve the May 13, 2024, meeting minutes of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

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

Ayes all. Nays none. Motion carried.

4. Written/Verbal Report - *Jason Draheim*

Jason stated the windcone installation is complete. They are preparing for EAA/Oshkosh.

The Commission would like to see a map of the runway protection zone.

5. Adjournment.

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:33PM

REPORT TO THE JUNE 10, 2024
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of May 1, 2024				$ 62,346.39
Bank deposits recorded in May 2024				$ 26,015.62
				$ 88,362.01

CHECKS ISSUED IN MAY 2024

2853	WM Corporate Services Inc	Material removal for house demolition on the Airport	7,216.88	
2854	Heartland Business Systems, LLC	Monthly bill for April	81.12	
2855	Abel Ruga	April Cleaning Services	175.00	
2856	Baker Tilly Virchow Krause LLP	2023 Audit Fees	1,293.04	
2857	Disher Electric Inc	Terminal & Hangar Lighting Repair	1,456.19	
2859	Fleet Transportation LLC	Excavator moved	819.26	
2860	Mavo Systems Wisconsin LLC	Warming house asbestos abatement	4,200.00	
2861	Titan Aviation Fuels	Fuel purchase	24,762.84	
2862	ULINE	Janitorial & PPE	587.85	
2863	Walt's Petroleum Service Inc.	Jet-A Fuel overwing rell repair	638.77	
2864	Wing Aero Products	Charts	58.87	
2865	City of Stevens Point	EE Health Insurance Premiums, Oil/Gas, Life Insurance Prems, WRS Funds from prev month, Standard Life Prems, Deferred Comp	7,409.29	
2866	Heartland Business Systems, LLC	Monthly Billing - May	83.36	
2867	Leaves Inspired Tree Nursery LLC	Trees	850.00	
2868	City of Stevens Point	April IT Invoices	510.16	
2869	Mastercard	Cable, rug service & supplies	929.59	
EFT	Payroll	May 2024	8,425.68	
	Delta Dental	Dental Insurance Premiums	71.38	
	Wisconsin Public Service	Utility Charges	2,825.54	
	WI Dept of Revenue	Fuel Tax	222.72	
	IRS & WI Dept of Revenue	Payroll Taxes	3,347.35	
	TOTAL EXPENSES LISTED		$ 65,964.89	$ 65,964.89
	BALANCE ON HAND MAY 31, 2024			$ 22,397.12

Balance on Hand	$ 22,397.12
Plus checks written after end of month	
Plus uncleared checks	
Less checks previously written clearing this month	$ (4,841.03)
Ending Cash Balance matching Bank Statements	$ 17,556.09

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

FINANCES:

Bank balance as of June 1, 2024				$ 17,556.09
Bank deposits recorded in June 2024				$ 101,003.03
				$ 118,559.12

CHECKS ISSUED IN JUNE 2024

2870	Baker Tilly Virchow Krause LLP	2023 Audit	384.00	
2871	Employee Resource Center	May EAP Fees	5.70	
2872	Abel Ruga	May cleaning services	175.00	
2873	City of Stevens Point	Verizon IPad charges	10.12	
2874	Heartland Business Systems, LLC	Monthly Billing for June	78.46	
2875	Stevens Point Public Utilities	Work for Airport	4,927.83	
2876	Mastercard	Cable, rug service & supplies	1,779.16	
2877	City of Stevens Point	Worker's Comp May	1,000.14	
2878	Security Fence & Supply Co., Inc.	Swing Gate	1,893.00	
	Bank Fee	Fees	44.86	
EFT	Payroll	June 2024	8,425.54	
	Delta Dental	Dental Insurance Premiums	71.38	
	Wisconsin Public Service	Utility Charges	1,837.83	
	WI Dept of Revenue	Fuel Tax	144.30	
	IRS & WI Dept of Revenue	Payroll Taxes	3,347.35	
	TOTAL EXPENSES LISTED		$ 24,124.67	$ 24,124.67
	BALANCE ON HAND JUNE 30, 2024			$ 94,434.45

Balance on Hand	$ 94,434.45
Plus checks written after end of month	
Plus uncleared checks	$ 4,672.30
Less checks previously written clearing this month	
Ending Cash Balance matching Bank Statements	$ 99,106.75

PERSONNEL COMMITTEE
July 8, 2024 - 6:17 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

<u>OR</u>

<u>Zoom Teleconferencing</u>

MINUTES

Discussion and Possible Action on:

1. **Roll Call.**

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

Others Present:
Mayor Wiza, Clerk Yenter, C/T Ladick, Assistant Chief Zavara, Attorney Beveridge, HR Manager Frasch, Chief Kussow, Director Kremer, Director Lemke, Tax Specialist Pagel, Director Beduhn, Director Kernosky, Ald. Christianson, Ald. Keymer, Ald. Birr, Ald. Buse, Ald. Shuda, Ald. Morrow.

2. **Chief Kussow requests out of state travel for Ast. Chief Williams to attend the Department of Homeland Security Leadership Academy in Glynco, Georgia.**

Chief Kussow gave an overview of the out-of-state travel request.

Ald. Kneebone moved, Ald. Guthrie seconded, to approve the request pending approval from the Police and Fire Commission.

Ald. Morrow spoke about the importance of this training and the need to take full advantage of these opportunities.

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

3. **Director Beduhn requests to hire Limited Term Employee (LTE) Maintenance Mechanic at Public Works Department.**

Director Beduhn gave an overview of the request and answered questions from the committee.

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

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

4. Director Kernosky requests to create an Electrical Inspector position within Community Development Department to replace Plumbing Inspector.

Director Kernosky gave an overview of the request.

Ald. Broderick moved, Ald. Guthrie seconded, to approve the request.

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

5. Comptroller Treasurer Ladick request overlap for the Finance Officer Manager/Deputy Comptroller-Treasurer position.

Comptroller Treasurer Ladick gave an overview of the request and answered questions from the committee.

Ald. Guthrie moved, Ald. Steinemtz seconded, to approve the request as presented.

Ald. Christianson spoke about the positive investment of the overlap.

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

6. Ald. Christianson requests discussion and consideration of a City Administrator position.

Ald. Christianson gave an overview of the request.

Chief Kussow shared that the operational budgets of each department have taken a zero percent increase for the last five years. He spoke about a 2017 request for 49 officers which was approved but has not been achieved due to budget constraints.

Paul Annechiarico, spoke about the cost and benefits of an administrator and questioned the changed. He spoke against the new position being created.

Ald. Christianson shared that 114 cities have City Administrators, some with full-time mayors. He spoke about the positive effects of having a mayor while onboarding a City Administrator.

Director Kernosky suggested that all the elected positions be looked at for appointment, not just creating a new position.

Attorney Beveridge clarified that there is not a legal distinction between a part-time and full-time mayor, rather the mayoral duties are outlined in city statutes. He explained that all city ordinances and city policies would have to be examined to determine the duties that are currently outlined and the changes that would have to be made.

7. Adjournment.

Adjourned at 6:59 p.m.

CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
July 8, 2024 - 6:00 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 at 6:01 p.m.

Others Present:
Mayor Wiza, Clerk Yenter, C/T Ladick, Assistant Chief Zavara, Attorney Beveridge, HR Manager Frasch, Chief Kussow, Director Kremer, Director Lemke, Tax Specialist Pagel, Director Beduhn, Director Kernosky, Ald. Christianson, Guthrie, Broderick, Kneebone, Shuda, Morrow.

2. **License List:**

A. Change of Agent: Schierl Sales Corporation, 2201 Madison Street, Stevens Point, WI; Bernard Morawa, 1709 Strongs Avenue, Apartment 3, Stevens Point, agent at The Store #57, 201 West Clark Street, Stevens Point, replacing Tony Tumbarello.

B. Class “B” Beer License: Atithi LLC at 5110 Main Street, Stevens Point for license period beginning July 16, 2024.

C. Class “B” Beer/Class “C” Wine License Renewal: Irma R. Hernandez Smith LLC at 5720A Windy Drive, Stevens Point for license period beginning July 16, 2024.

D. “Class B” Beer & Liquor License: Sunflower Café LLC at 2301 Church Street, Stevens Point for license period beginning July 16, 2024.

E. “Class B” Beer & Liquor License Renewal:
1. **Brokogi LLC at 108 Division Street, Stevens Point for license period beginning July 16, 2024.**
2. **Steve-O’s of Stevens Point Inc. at 1327 Second Street, Stevens Point for license period beginning July 16, 2024.**

Ald. Buse moved, Ald. Birr seconded, to approve licenses A through E.

No concerns from law enforcement.

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

F. Temporary Class "B" Beer License: Hmong Association of Portage County, PO Box 547, HAAPC Sports Tournament on August 10-11, 2024 at KB Willet Arena at 701 Badger Avenue, Stevens Point.

G. Temporary Class "B" Beer & Wine License:

1. **Pacelli Catholic Schools, 1301 Maria Drive, Stevens Point for Panacea on September 9, 2024 at 1301 Maria Drive, Stevens Point.**
2. **Stevens Point Alliance, PO Box 675, Stevens Point for Wine Walk 2024 on August 16, 2024 at 13 Downtown Locations.**

H. Taxicab Driver License: Andrew Prokudowicz for Northwoods Cab LLC at 4226 East Jelinek Avenue, Schofield, WI 54476.

Clerk Yenter noted that F, HAAPC Sports Tournament, will not be held at KB Willet Arena but instead at 701 Badger Avenue as well as G1, Panacea, will be held on September 6, 2024.

Ald. Lang moved, Ald. Steinmetz seconded, to approve licenses F through H.

No concerns from law enforcement.

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

3. Request to Hold Event/Street Closing:

A. Wine Walk on August 18, 2024 (Recurring).

B. Pink Game for Charity Pink Day with UWSP Athletics on September 18, 2024 (Recurring).

C. Stevens Point Brewery Pointoberfest and 5K Run/Walk on September 21, 2024 (Recurring).

D. Homecoming 5K on October 5, 2024 (Recurring).

E. Festival Foods Turkey Trot on November 28, 2024 (Recurring).

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

No issues from law enforcement.

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

4. Beekeeper Permits:

A. John Bachman, 417 West Mapleridge Drive.

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

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

5. Discussion only: Creation of a Sustainability Commission.

Ald. Keymer opened up the discussion on the topic of the creation of a Sustainability Commission to the committee members.

Ald. Buse questioned if there is a skeleton to follow other cities and their newly formed commissions.

Ald. Birr noted that within its commission structure the City of Green Bay has nine members that includes one staff member and one alderperson. She preferred to have a staff member as well as one to two alderpersons.

Ald. Steinmetz was in agreement with the importance of the commission structure having representation from city staff as well as an alderperson.

Ald. Lang emphasized the public support behind the commission.

Maxwell Johnson, 2345 Jersey Street, touched on resources that were available and encouraged the City of Stevens Point to tailor their commission to their community's needs.

Ald. Guthrie asked the committee to take into consideration the technical experts within the community as well as stagger the appointments.

Ald. Broderick would like to see one alderperson as well as a liaison from the University of Wisconsin Stevens Point.

6. Adjournment.

Adjourned at 6:16 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA
July 8, 2024 - 7:01 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 843 8951 8500 | Passcode: 849395
By Computer: Zoom Link
By Phone: +1-312-626-6799 (US Chicago)

MINUTES

Non-Action Items:

1. Roll Call.

PRESENT	Ald. Christianson, Morrow, Shuda, Keymer, and Broderick
OTHERS PRESENT	Mayor Wiza; C/T Ladick; Attorney Beveridge; Clerk Yenter; Alderpersons Kneebone, Lang, Birr; Steinmetz, Buse, and Guthrie; Director Kernosky, Beduhn, Lemke, Kremer; Police Chief Kussow; Asst Fire Chief Zvara; Deputy C/T Freeberg; Tori Jennings; Steve Menzel; Susan Pagel; John Harry; Ross Rettler (Rettler Corp); Ryan Barz (Rettler Corp)

Discussion and Possible Action on:

2. Consideration of Claim-Garrett Katerzynske-Damage to private sewer line.
Ald. Morrow **moved**, Ald. Broderick seconded, to deny the claim by Garrett Katerzynske for damage to private sewer line.

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

3. Approval of additional funding for the Plover River Crossing Trail Project.
Ald. Broderick **moved**, Ald. Shuda seconded, to approve the additional funding for the Plover River Crossing Trail Project.

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

4. Approval of acquisition of a portion of the property at 215 Maple Bluff Road for purposes of constructing Forest Creek Subdivision. (Parcel ID 0206834)

Ald. Keymer **moved**, Ald. Morrow seconded, to approve the acquisition of a portion of the property at 215 Maple Bluff Road for the purposes of constructing Forest Creek Subdivision (Parcel ID 0206834).

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

5. Approval of Claims Paid.

Ald. Keymer **moved**, Ald. Shuda seconded, to approve the claims paid in the amount of $2,729,778.52.

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

6. 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. Negotiating the purchase of a property for park expansion.

B. Negotiating the purchase of a property in the downtown area.

C.. Negotiating a development agreement in Tax Incremental Financing (TIF) District 5.

Ald. Shuda **moved**, Ald. Morrow seconded, to adjourn into closed session at 7:22 p.m.

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

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

Closing Section:

8. Adjournment

Adjournment at 8:37 p.m.

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

	Bal May 1, 2024	Receipts	Disbursements	Bal May 31, 2024
GENERAL OPERATING CASH	$3,218,724.30	$8,944,405.94	$8,860,314.28	$3,302,815.96
UTILITIES & TRANSPORTATION (Cash and Investments)	$18,854,251.89	$1,090,466.45	$1,803,664.50	$18,141,053.84

INVESTMENTS	Bal May 1, 2024	TRANSFER IN	TRANSFER OUT	Bal May 31, 2024
GENERAL	$41,453,158.59	$1,105,570.77	$5,693,101.94	$36,865,627.42
SPECIAL REVENUE	$796,240.20	$0.00	$0.00	$796,240.20
DEBT SERVICE	$389,141.25	$0.00	$220,699.93	$168,441.32
CAPITAL PROJECTS	$2,190,691.34	$0.00	$29,249.13	$2,161,442.21
INTERNAL SERVICE	$0.00	$0.00	$0.00	$0.00
TRUST	$3,974,575.43	$0.00	$0.00	$3,974,575.43
TOTALS	$48,803,806.81	$1,105,570.77	$5,943,051.00	$43,966,326.58

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	$4,445,947	$1,821,055	40.96%
POLICE	$6,624,425	$2,679,243	40.44%
FIRE	$6,021,115	$2,527,993	41.99%
PUBLIC WORKS	$6,680,064	$2,598,393	38.90%
PARK & REC	$2,371,388	$817,895	34.49%
CAPITAL PROJECTS	$10,060,400	$2,314,086	23.00%
DEBT SERVICE	$8,832,068	$8,701,303	98.52%
YTD TARGET	41.66%		

REVENUES:	BUDGET	YTD	%
GENERAL	$28,438,303	$16,301,957	57.32%

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

"Innovative Policing through Partnerships with the Community"

Robert J. Kussow, Chief of Police

TO: **Whom it may concern**

FROM: **Lt. Joe Johnson**

DATE: July 11, 2024

SUBJECT: DISCONTINUING THE USE OF PARKING KIOSKS

This memo is in regard to discontinuing the use of parking kiosks in Stevens Point. Discontinuing the use of these kiosks will save the city thousands of dollars a year in operational costs, maintenance and parts. The removal of the kiosks will be replaced with an alternate option to pay for parking, along with the Passport option that already exists.

Our parking kiosks are used for 2 things, to allow people to physically pay with coins or with credit card to park in "pay to park" areas, and to purchase a $3 overnight permit, to park overnight in lots, 7, 12, or 16. We have seen the use of these kiosks decrease over the years and have seen more and more people use the Passport app, which allows people to pay to park on their phone or wireless devices. The Passport app is linked to our T2 parking system, which allows users to link their vehicle info and credit card to the app, so paying to park only takes seconds.

Currently the City of Stevens Point operates 14 parking kiosks, 12 of which are located around the UWSP campus and hospital, and 2, which are located downtown. Each one of these kiosks cost approximately $1,530 a year to operate, $18,360 annually for the total lot of 14, which is a number given to us directly from T2, who runs the kiosk operating system and our entire parking portal. This price does not include the costs associated with the maintenance of these kiosks or the paper needed to keep them operating. In the last 3 years the city has spent $1339 in repair costs on equipment, that is quickly becoming outdated, as these kiosks have been in use since September of 2017. The city also has 3 kiosks in parts at the Central Company building, which get used to keep the 14 running kiosks, operational. Our local expert at fixing the kiosks, Lance Musak, has since retired, so now we have no one with experience fixing these kiosks. Each kiosk uses specialized receipt paper as well, and each roll of paper costs a little over $100.

Stevens Point Police empty the kiosk coin bins 2-3 times a year currently. In 2023 the kiosks were emptied 3 times for a total of $2,382.81 and once so far in 2024 on May 24th for a total of $876.55. The kiosks do bring in money using the credit card option, but I do not have those statistics as to how much.

The idea is to remove all 14 kiosks from use, but still offer a second option for people to pay for parking, who may not have the Passport app or ability to download the Passport app. Passport offers an option where people can call a number to pay for parking and also offers a QR code option that can direct parkers to the app or to the web browser to make payment.

Parking payment by phone call is through the provider Twilio, there is a small setup fee and some recurring usage fees. $1.15 when we initially purchase the phone number and then $1.15/month in addition to incur on the phone number. The estimated total, annual costs to utilize the parking payment by phone is between $45-$85 per year. There would also be some costs associated with changing our signage, but Passport has stated they can send us a template that can be used to make signs, which Kenny Rozak with the Streets Department can do for a much lower cost.

The last item to mention is T2 would still require us to operate what they call "virtual pay stations" so we can continue to utilize the T2 Iris program. Iris is a program that allows us to track money coming in from parking, categorizes where that money is coming from, what zones, what days, times, etc. It also allows the PD to check if people paid to park, when they call to complain about getting a ticket. The system is necessary for many parts of our duties on tracking our parking program. Because the city only has two parking zones, 1503 and 1504, T2 is allowing us to go from 14 physical kiosks, to just 2 virtual pay stations. To operate a virtual kiosk, it costs $35 a month, $20 for the virtual pay station, $5 for Passport integration and $10 for the use of Iris. Total of $70 a month, $840 annually.

If we were to make this switch, our annual costs could go from $18,360 a year approximately to $925 a year, using the high-end estimation, using the phone service.

The goal for making this switch if agreed upon would be to have everything in place by the end of August, prior to UWSP students moving in. T2 and Passport have both advised that timeframe can be reached easily if we let them know before the end of July. Making this switch is in line with what many other departments are doing as well. UWSP just removed both of their kiosks as did UW Lacrosse. It should be noted we can try to sell these kiosks on a surplus website, but the value of these kiosks, based on previous sales, is next to nothing, as it is outdated technology, and no one needs them.

Thank you for reviewing this matter and hopefully I have answered all of the possible questions you would have had for me.

Respectfully,

Administrative Lt. Joe Johnson
Stevens Point Police Dept.

Corey Ladick

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Thursday, June 13, 2024 3:08 PM
To: Corey Ladick
Subject: Katerzynske v City of Stevens Point

Hi Corey,

I am in receipt of the claim that has been filed by Garrett Katerzynske against the City of Stevens Point. Mr. Katerzynske alleges the city is liable for rupturing his sewage line during a building removal adjacent to his property. As you are aware, the City of Stevens Point is self-insured for this loss and should the city decide to settle this matter, the settlement would come from city funds.

I have been advised that this construction project was being performed by a contractor. If the contractor was responsible for the site on the date of loss, then the claim would be the responsibility of the contractor, not the City. This claim should be tendered to the contractor's insurance carrier, and denied by the city.

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

Thank you,

June 11, 2024

RECEIVED
JUN 12 2024
CITY CLERKS OFFICE

City Clerk

Kari Yenter.
City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

Re City Damage of Sewage Drain
1117 Brawley St.
1700 Strongs Ave

Dear Ms Yenter,

Pursuant to Cory D. Ladick's letter dated June 4th and received on June 10th I am submitting itemized statements for the repair of the damage to my sewer line at 1117 Brawley St. to supplement my claim against the City of Stevens Point for it or its agents damage to my sewer line originally dated May 29, 2024." My claim is for nine thousand seven hundred and 10 dollars ($9,710.00)for the plumber and twenty forty thousand eight hundred and sixty dollars ($24,860.00) for the excavation and installment of a sewer line connecting to the sewer main on Brawley street for a total of thirty four thousand five hundred seventy dollars ($34,570.00)"

Sincerely

Garrett Katerzynske

Cc: Corey Ladick

May 29, 2024

City Clerk

Kari Yenter.
City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

Re City Damage of Sewage Line
1117 Brawley St.
1700 Strongs Ave

I, Garrett Katerzynske, own a single family home at 1117 Brawley St. Stevens Point, WI. Our sewer line runs through the lot at 1700 Strongs Ave. The 1700 Strongs Avenue lot is owned by the Redevelopment Authority of the City of Stevens Point. The City of Stevens Point removed a vacant church structure from the lot in February 2022. Subsequently my sewer line began to back up and I repeatedly engaged a sewer line cleaner. The last sewer line cleaner informed us that the sewer line likely ran through the 1700 Strongs Ave lot and may have been affected by the church demolition. as evidence of fill sand backing up into our basement. After contacting the city, city employees maintained that our sewer line connected to the city sewer on Brawley street immediately in front of our home.

I subsequently hired a plumber who video scoped and radar located the sewer line. The video was obscured by water and debris, but radar location demonstrated my sewer line crosses the 1700 Strongs Lot and empties into the city sewer line on Strongs Avenue. The plumber also determined the sewer line ran under the demolition site. The plumber informed me he would forward this information to the city, so the city could update its records.

Subsequently we engaged Roto rooter to clear and video scope the sewer line. The video of the cleared sewer line revealed that the sewer line is now bowed down under the demolition site. Repair of the sewer line with a sleeve is no longer possible because of the bowing. Sections of the sewer line appear shifted, and fill sand placed after the demolition can be seen leaking into our sewer line.

The sewer line had been in place and utilized for more that twenty years. I enjoy a prescriptive easement for that sewer line through 1700 Strongs Avenue. Portage County did not follow the statutory procedures required to expunge this prescriptive easement through the foreclosure.

The city damaged my sewer line when it demolished the building structure over the sewer line. The city officials that I contacted disclaimed responsibility for the sewer line indicating the location of the sewer line through 1700 Strongs Avenue is not shown on city records and instead is shown to be located on Brawley St. The city claimed the lack of location of the sewer line on city records negated responsibility for the damage. The city is charged with maintaining records regarding sewer lines. The city periodically scopes sewer lines and would or should have actual knowledge that our sewer line did not empty onto Brawley St. The city negligently maintained its sewer records as they relate to my residence.

The video showing the cleared line, evidence of bowing and fill sand leaking into the sewer line was delivered to me on February 15th 2024. These results demonstrated that the city's demolition of the prior building structure at 1700 Strongs Ave damaged my sewer line and precipitated this claim.

I first notified the Redevelopment Authority of Stevens Point, the Stevens Point Public Utilities Office and Mayor Wiza of my concerns about the potential damage to my sewer line on January 16th 2024 and then again on January 31st 2024. The Public Utilities Office responded and continued to disclaim responsibility.

The city is not prejudiced by any claimed delay in this notice as no further construction has taken place on the property. The city departments and city mayor were notified of the issue, and the city repeatedly claimed the city was not responsible for any damage to the sewer line.

The city cannot avoid responsibility for destroying a private citizens sewer line and then claim that its faulty record keeping absolves the city of responsibility.

The estimated cost of installing a new sewer line to Brawley Street is estimated at $34,570. The cost to re-install a new sewer line across 1700 Strongs Avenue is estimated to be similar or potentially less costly, with hookups to the city's sewer already in place at Strongs Ave.

I make a claim against the City of Stevens Point, the Redevelopment Authority of the City of Stevens Point and/or its agents for the replacement of my sewer line, damaged by the City of Stevens Point, the Redevelopment Authority of the City of Stevens Point and/or its agents, either to the city sewer system on Brawley St or Strongs Avenue pursuant to Wis Stat §893.80

Sincerely

Garrett Katerzynske

Kyle Kluck Trucking & Excavating
5628 State Highway 66
Stevens Point,WI 54482
Phone: 715-340-0763
kylekluckexcavating@gmail.com

Estimate

Date	Estimate #
5/28/2024	1373

Name / Address
GARRETT KATERZYNSKE 1117 BRAWLEY STREET STEVENS POINT, WI 54481

Terms	Project
Net 15	

Description	Qty	Rate	Total
1117 BRAWLEY STREET STEVENS POINT, WI			
REMOVE CONCRETE FROM DRIVEWAY AND SIDEWALK AREA. INSTALL NEW 4" SEWER FROM HOUSE TO MAIN IN STREET. REPLACE CONCRETE AND ASPHALT. SEED AND MULCH DISTURBED AREAS.	1	24,860.00	24,860.00

PLEASE RETURN ONE COPY, SIGNED AND DATED IF ACCEPTED	**Total**	$24,860.00

Signature & Date ______________________

CHET'S PLUMBING & HEATING, INC.
3001 HOOVER RD
STEVENS POINT, WI 54481
Phone: 715-341-9530 Fax: 715-341-9529

Website: www.chets.net Email: ed@chets.net
WI Contractor ID: 7061

Proposal/Contract

Job : 9085
Description : KATERZYNSKE INTERIOR PLUMBING ESTIMATE
Date : 5/24/2024

Proposal Submitted to:

Property Owner (Owner/Buyer)	General Contractor (Owner/Buyer)	Job Site Address
KATERZYNSKE, GARRETT & LAUREN		KATERZYNSKE RESIDENCE
		1117 BRAWLEY ST
1117 BRAWLEY ST		STEVENS POINT,WI,54481
STEVENS POINT WI,54481		

Chet's Plumbing & Heating, Inc.(Contractor) proposes to furnish:

LABOR AND MATERIAL TO INSTALL ITEM(S) LISTED

50% DOWN PAYMENT REQUIRED

- Plumbing

1.00 WE WILL RE-ROUTE THE EXISTING DRAIN PIPING TO THE NORTH SIDE OF THE HOME THROUGH THE BASEMENT FLOOR

1.00 WE WILL INSTALL NEW LAUNDRY TUB DRAIN, FLOOR DRAIN, AND WASHER STANDPIPE IN THE BASEMENT

1.00 WE WILL REMOVE AND DISPOSE OF TOILET IN THE BASEMENT

1.00 WE WILL CAP THE EXISTING MAIN DRAIN LEAVING THE HOME IN THE BASEMENT FLOOR

Owner/Buyer agrees to pay Contractor for said work for the total price of: **$9,710.00**

Inclusions

PVC DRAINS AND VENTS. PEX AND COPPER WATER LINES.

CONCRETE CUTTING, REMOVAL AND PATCHING INCLUDED

LOCAL PLUMBING PERMIT INCLUDED

I HEREBY AUTHORIZE THE ABOVE DESCRIBED WORK AND/OR MATERIAL ORDER. I AUTHORIZE CHET'S TO BILL MY CREDIT OR DEBIT CARD FOR ALL GOODS AND/OR SERVICES PROVIDED. I UNDERSTAND THAT ALL VERBAL ESTIMATES ARE ROUGH ESTIMATES ONLY. UNLESS WITHDRAWN, ANY ESTIMATE, PROPOSAL, OR QUOTE IS GOOD FOR 30 DAYS FROM THE DATE MADE. RESTOCK CHARGES WILL BE ASSESSED ON RETURNED ITEMS. A $50.00 FEE WILL BE ASSESSED FOR NSF CHECKS. I UNDERSTAND THAT WATER CAN BE DANGEROUS AND DEADLY. CHILDREN, DISABLED, AND ELDERLY PERSONS ARE MOST AT RISK. DROWNING MAY OCCUR IN A VERY SMALL AMOUNT OF WATER. ANY TEMPERATURE OF HOT WATER MAY BURN LIKE FIRE. I AGREE TO CHECK THE WATER TEMPERATURE AND SET THE SOURCE OF HOT WATER AT A TEMPERATURE THAT WILL PREVENT INJURY OR DEATH. I ASSUME ALL RESPONSIBILITY FOR ANY SETTINGS AND ALL MAINTENANCE OF ANY EQUIPMENT OR MATERIAL SUPPLIED. I HEREBY ACKNOWLEDGE THAT I HAVE READ THE STANDARD TERMS AND CONDITIONS AND CONSUMER NOTICES ATTACHED HERETO. I UNDERSTAND THAT BY SIGNING BELOW, I AM AGREEING TO ALL OF THE TERMS CONTAINED THEREIN.

Client Signature: Signature* Date: Date*

Client Print Name: Name* Title: Title*

Chet's Plumbing & Heating, Inc.: ______________ Date: ______________

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
Fax: 715-346-1683

June 4, 2024

Garrett Katerzynske
1117 Brawley St.
Stevens Point, WI 54481

We are in receipt of your statement regarding alleged damage to your sewer line. At this time, this claim is incomplete under the requirements of Wisconsin Statute 893.80(1d)(b), which requires:

"A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk..."

Although there was an estimate listed, we did not see an itemized statement attached, nor did the claim explicitly state a dollar amount requested. A formal estimate from a contractor should suffice for the itemized statement requirement. Also, a claim needs to be for a specific dollar amount, not a specific non-monetary item. In other words, it can't be for a new sewer line whatever that cost happens to be, it needs to be a claim for $xx,xxx dollars.

Once the claim is completed properly, we can submit it to our insurance for their review. In general, they don't look at claims that don't conform to the aforementioned requirements.

Please let me know if you have any questions.

Sincerely,

Corey Ladick

Corey Ladick

RESOLUTION

[CONDITIONAL USE PERMIT – 1316 ELLIS STREET – OPERATE A NON-OWNER-OCCUPIED TOURIST ROOMING HOUSE]

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 1316 Ellis Street **(Parcel ID 281240832100711)** and described as LOT 1 CSM#10981-50-111 BNG LOTS 4,5,6,44 AND PRT 43 BLK 31 ELLIS ADD IN SENW & SWNE S32 T24 R8 .69A 831285;831385AOCCSM, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to operate a non-owner-occupied tourist rooming house on the subject property, subject to the following conditions:

1. The establishment shall have a current license as required by the Wisconsin Department of Health Services, Wisconsin Administrative Code Chapter 195.
2. When applicable, the owner shall register with the Treasurer's Office to pay room tax as required under Section 4.13 of the City's Revised Municipal Code.
3. The property shall have a locally designated agent or property manager on file with the Zoning Administrator.
4. The building shall meet minimum building, fire and occupancy regulations.
5. A zoning permit shall be obtained prior to starting the short-term rental use.

Approved: ______________________________
Mike Wiza, Mayor

Attest: ______________________________
Kari Yenter, City Clerk

Dated: July 1, 2024
Adopted: July 15, 2024

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[AMEND CONCEPTUAL PLAN – 1800 MARIA DRIVE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 1800 Maria Drive **(Parcel ID 281240829140022)** and described as Lot 2, CSM 11257-52-87 BNG PRT SENE S29 T24 R8; ESMTS 292323 & 736814; SUBJ RC-736815& 862050 3.539A 598317;862077;862203AOC, City of Stevens Point, Portage County, Wisconsin, is hereby granted an amended conceptual plan as part of the planned development of the subject property, subject to the following deviations:

1. A deviation in lot density requirements is permitted to allow for a 67-unit apartment to be constructed on a 50,040 square foot lot.
2. A minimum two-foot pavement setback shall be permitted from the east and west lot lines, while a zero-foot pavement setback shall be permitted from the south lot line.
3. 100 feet of street frontage shall be used to determine the maximum size of future wall signage and freestanding signage on the property.

Approved: ______________________________
Mike Wiza, Mayor

Attest: ______________________________
Kari Yenter, City Clerk

Dated: July 1, 2024
Adopted: July 15, 2024

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – 1800 MARIA DRIVE – CONSTRUCT MULTIPLE-UNIT APARTMENT BUILDING]

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 1800 Maria Drive **(Parcel ID 281240829140022)** and described as Lot 2, CSM 11257-52-87 BNG PRT SENE S29 T24 R8; ESMTS 292323 & 736814; SUBJ RC-736815& 862050 3.539A 598317;862077;862203AOC, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit utilizing a greater street setback off of Maria Drive, subject to the following conditions:

1. Staff shall have the ability to approve minor amendments to the approved plan.

Approved: ______________________________
Mike Wiza, Mayor

Attest: ______________________________
Kari Yenter, City Clerk

Dated: July 1, 2024
Adopted: July 15, 2024

Drafted by: Adam Kuhn
Return to: City Clerk

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Department of Community Development
Redevelopment Authority
Director Ryan J. Kernosky, MPA
Ph: (715) 346-1567
Fax: (715) 346-1498

TO: City Plan Commission

CC: Director Joel Lemke, Public Utilities & Transit

FROM: Ryan Kernosky, Director of Community Development

DATE: July 1, 2024

RE: Request from the City of Stevens Point for Acquisition of Parcel 020240814-14.06

Commissioners –

The City was recently made aware that the subject parcel (020240814-14.06) is on the market. This parcel is immediately adjacent to the City of Stevens Point Municipal Well #11 and does not have sanitary sewer or municipal water access. Because the parcel was created prior to the current wellhead protection ordinance, there is nothing preventing the issuance of a well and septic permit for a potential property owner to construct a home. Given the continued concern over protecting the City's wellheads from any possible contamination, the Public Utilities Department is seeking to acquire the property.

Pursuant to WI Stats. 62.23(5), the matter before the Plan Commission is to review the acquisition of the property only.

Staff recommends approval as presented.


Subject Parcel
Well #11
Somerset Drive
Sky Line
Plover Heights Road
66
020240814-03.04A
020240814-14.05
020240814-14.06
020240814-09.02
281240814420001
281240823230002
281240823230001
281240814430004
1415
1416
1419
5432
1411
1405
1404
5439
1406
1400
1397
5422
1385
1396
5417
5431
5403
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5384
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5368
5360
5354
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5506
5514
5503
5515
5521
1298

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Department of Community Development
Redevelopment Authority
Director Ryan J. Kernosky, MPA
Ph: (715) 346-1567
Fax: (715) 346-1498

TO: City Plan Commission

FROM: Ryan Kernosky, Director of Community Development

DATE: June 24, 2024

RE: Request from the City of Stevens Point for a partial acquisition of parcel ID 0206834 for the purposes of extending Evelyn Court to Maple Bluff Road

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Commissioners –

Consistent with the recently approved Forest Creek Subdivision Plat, the City has negotiated a partial acquisition of the subject parcel for road Right of Way purposes to extend the planned Evelyn Ct to Maple Bluff Road.

The subject acquisition is ~312 sq ft in size. Pursuant to WI Stats. 62.23(5), the matter before the Plan Commission is to review the acquisition of the property only.

Staff recommends approval as presented.

"City of Wonderful Water"

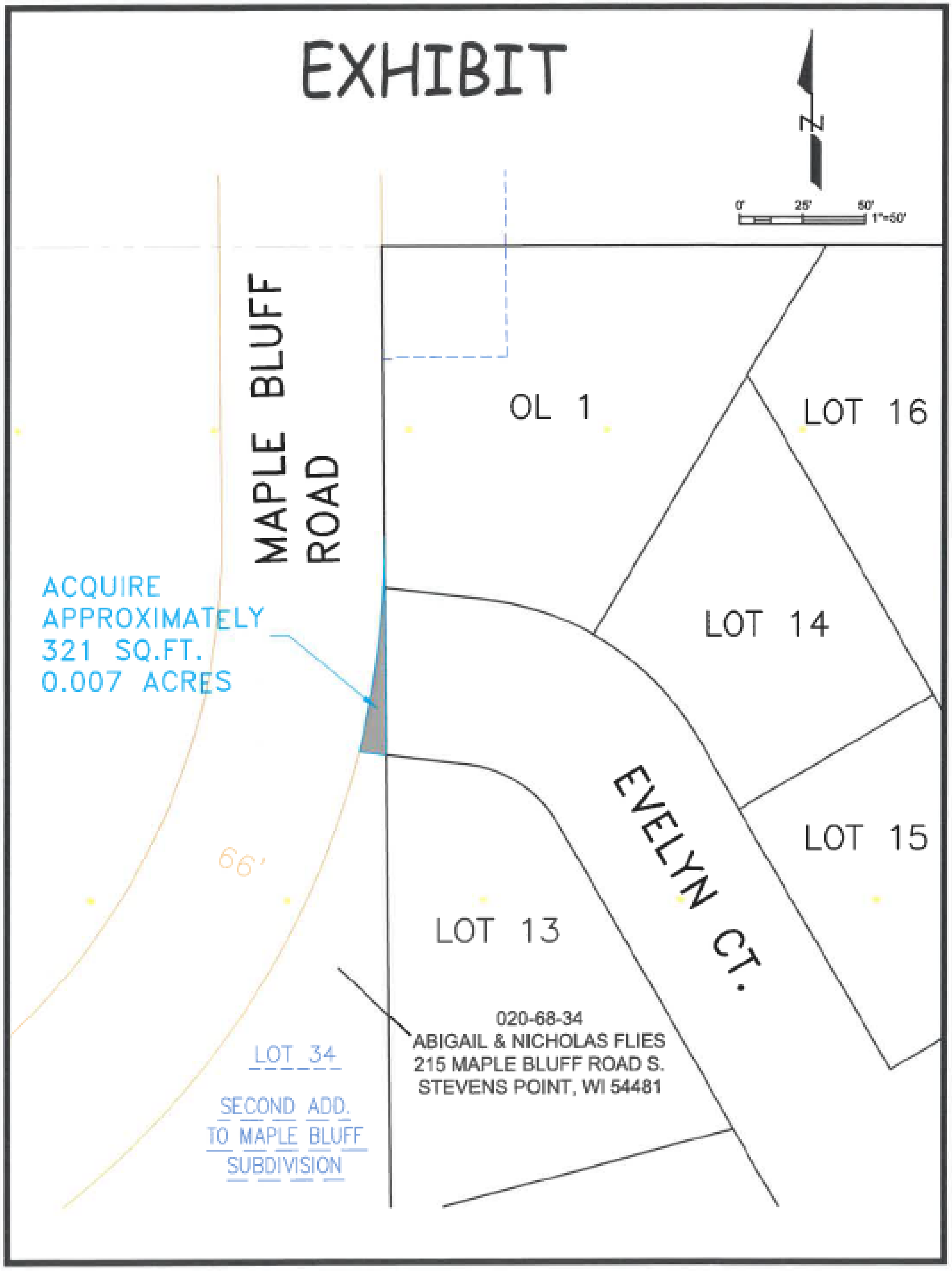
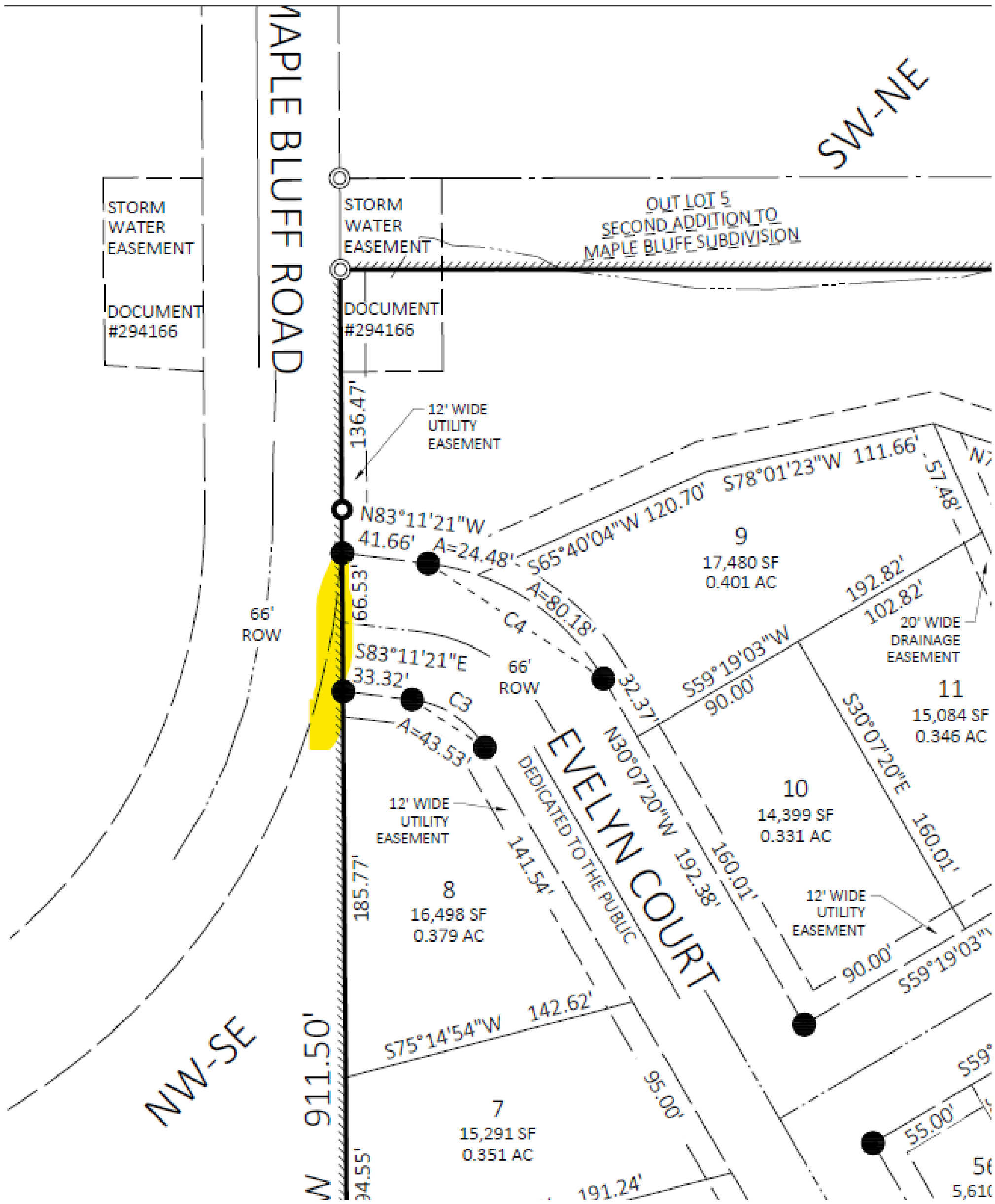


EXHIBIT
N
0'
25'
50'
1"=50'
MAPLE BLUFF ROAD
OL 1
LOT 16
LOT 14
LOT 15
LOT 13
ACQUIRE APPROXIMATELY 321 SQ.FT. 0.007 ACRES
EVELYN CT.
66'
LOT 34
SECOND ADD. TO MAPLE BLUFF SUBDIVISION
020-68-34
ABIGAIL & NICHOLAS FLIES
215 MAPLE BLUFF ROAD S.
STEVENS POINT, WI 54481


MAPLE BLUFF ROAD
SW-NE
STORM WATER EASEMENT
DOCUMENT #294166
STORM WATER EASEMENT
DOCUMENT #294166
OUT LOT 5 SECOND ADDITION TO MAPLE BLUFF SUBDIVISION
136.47'
12' WIDE UTILITY EASEMENT
N83°11'21"W 41.66'
A=24.48'
S65°40'04"W 120.70'
S78°01'23"W 111.66'
57.48'
9
17,480 SF
0.401 AC
66' ROW
66.53'
A=80.18'
C4
192.82'
102.82'
20' WIDE DRAINAGE EASEMENT
S83°11'21"E 33.32'
66' ROW
S59°19'03"W 90.00'
32.37'
11
15,084 SF
0.346 AC
C3
A=43.53'
EVELYN COURT
DEDICATED TO THE PUBLIC
N30°07'20"W 192.38'
S30°07'20"E
10
14,399 SF
0.331 AC
160.01'
160.01'
12' WIDE UTILITY EASEMENT
8
16,498 SF
0.379 AC
141.54'
185.77'
12' WIDE UTILITY EASEMENT
90.00'
S59°19'03"
S75°14'54"W 142.62'
NW-SE
911.50'
95.00'
7
15,291 SF
0.351 AC
55.00'
191.24'

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Department of Community Development
Adam Kuhn
Associate Planner
Zoning Administrator
Ph: (715) 346-1567
Fax: (715) 346-1498

MEMORANDUM

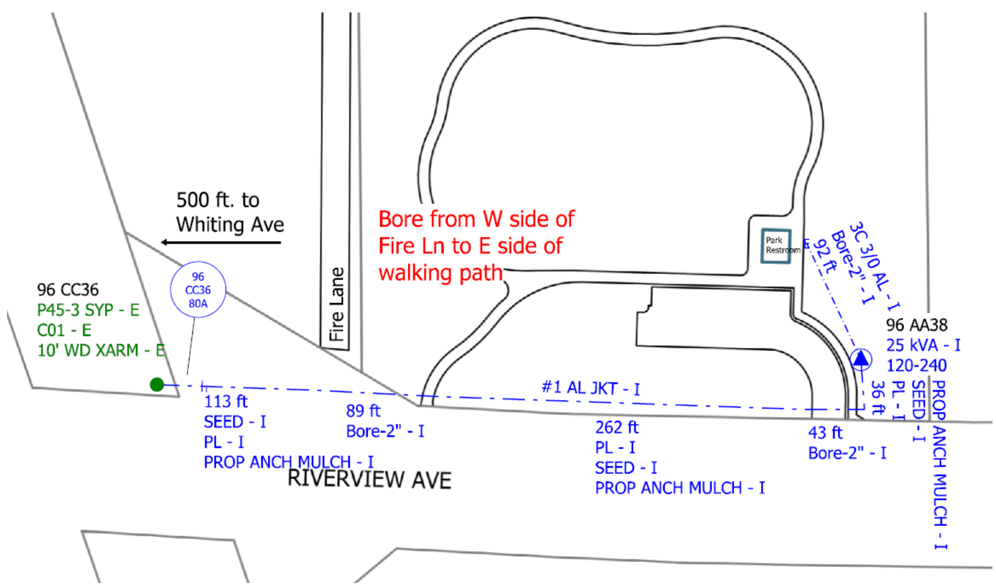
To: Plan Commission

From: Adam Kuhn, AICP
Associate Planner / Zoning Administrator

Date: July 1, 2024

RE: Easement Agreement – Groholski Park

Background: In preparation for site work at Groholski Park, the Wisconsin Public Service Corporation has been working with the City's Parks, Recreation & Forestry Department to obtain an easement to provide infrastructure to a new transformer and to power a bathroom at the park. 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.

Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

District: 64

This contract is for the installation of Electric facilities entered into on June 12, 2024 (Contract Date) between CITY OF STEVENS POINT (Customer) and Wisconsin Public Service Corporation (WPSC).
Site Address / Description / Location : 2000 RIVER VIEW AVE in the CITY OF STEVENS POINT, County of PORTAGE, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

	-Electric-		
Standard System Facility Costs (Refundable)	$10,423.27		
Allowances	($1,371.00)		
Special System Facilities Costs (Refundable)	$0.00		
Refundable Sub Total		$9,052.27	
Special Facilities Costs Non Refundable:			
System	$0.00		
Service*	$1,088.50		
Temporary Service	$0.00		
Non Refundable Sub Total		$1,088.50	
Electric Total:		$10,140.77	
Total Cost			**$10,140.77**

*This agreement ☒ does ☐ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Area Expansion Program: This extension was installed under the Company's Area Expansion Program (AEP) Tariff. The AEP charge is calculated using an economic model approved by the PSCW and is based on an estimated 5 year conversion rate. If the estimated number of conversions is not obtained, AEP surcharges may extend past the projected end date until sufficient AEP contributions are collected. Applicable AEP information for this extension is:
The AEP charge is N/A________ per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount
CITY OF STEVENS POINT	2000 River View Dr., Stevens Point, WI	1 Elec @ 1371 = $1,371.00

Applicable refunds will be made to: ☐ Contracting Developer ☒ Property Owner ☐ Other _____

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: ______________________________ Date: ______________
Mailing Address: 2442 SIMS AVE STEVENS POINT, WI 54481-3106

WPSC Signature: ________________________________ Date: _______________

Work Request/Revision: 3416298-1
Account# ______________ Energized Date ______________ CIS Field Order Id 461901595

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.

2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than $20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.

3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.

4. Within the boundaries of the Customer's development project area, the Customer shall be responsible for all necessary environmental compliance actions including the installation, inspection, maintenance and removal of all soil erosion and sediment control best management practices (BMPs). The Company is responsible for repairing any BMPs damaged by Company or Company's contractor during Company's installation activities as well as the Company's necessary environmental compliance actions outside of the Customer's development project area.

5. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.

6. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.

7. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.

8. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.

9. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.

10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.

11. The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.

12. In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.

13. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.

14. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.

15. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.

16. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.

17. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.

18. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

Wisconsin Public Service Corporation
700 North Adams Street
Green Bay, WI 54301
www.wisconsinpublicservice.com

June 12, 2024

CITY OF STEVENS POINT
2442 SIMS AVE
STEVENS POINT, WI 54481-3106

Dear Customer:

Thank you for your request for service at: 2000 RIVER VIEW AVE, COUNTY OF PORTAGE, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- The enclosed electric, gas or lighting contract needs to be signed and returned to the Public Service office within 60 days of the contract date; otherwise the contract is null and void. The installation of your service will be scheduled upon receipt of contract, payment (if required), and completion of all site requirements. Mail the contract to the Public Service office and a mutually signed contract will be returned to you.
- The cost to install your Electric facilities is: **$1,088.50** service and **$9,052.27** system. Total Electric charges are **$10,140.77**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 3416298 on your check or money order.
- **Please remember that it is the customer's responsibility to perform any lawn restoration or surface repair on their private property as a result of this installation.** Service laterals being installed for the first time to your property will receive current allowances towards the cost of installation. Changes or relocation of these laterals may cause some additional expense on your part.
- Please note that this project is currently being reviewed to ensure all environmental requirements are met. If it's determined that changes are needed based on environmental requirements, we'll let you know as soon as possible. These changes could result in additional costs or the need for a revised contract. Any additional payment and/or the signed revised contract would be required prior to construction.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction or anytime after our work is completed, contact us right away. **Do not attempt to clear the sewer lateral.** There have been instances when the sewer lateral and our facilities could intersect, causing an unsafe condition.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- Your property lines and building location need to be identified and marked.
- The service route must be cleared 10' wide of brush, trees, debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.
- Any required easements must be obtained and on file with our local office.
- An electrical inspection report or wiring statement verifying that the wiring meets the electrical code must be in our local office before the electric service can be energized (meter set). Check with your local authorities for electrical inspection requirements.
- The electric meter base installation needs to be completed (including grounds) so that we can schedule the installation of your service. If this date changes, please call our office immediately to reschedule.

- WPS is aware of supply chain shortages that are impacting the utility industry. We are monitoring our inventory, working with our suppliers and addressing concerns. We will continue to work with our suppliers, monitor our inventories and update you on the status of your job if we run into any delays on material shortages.

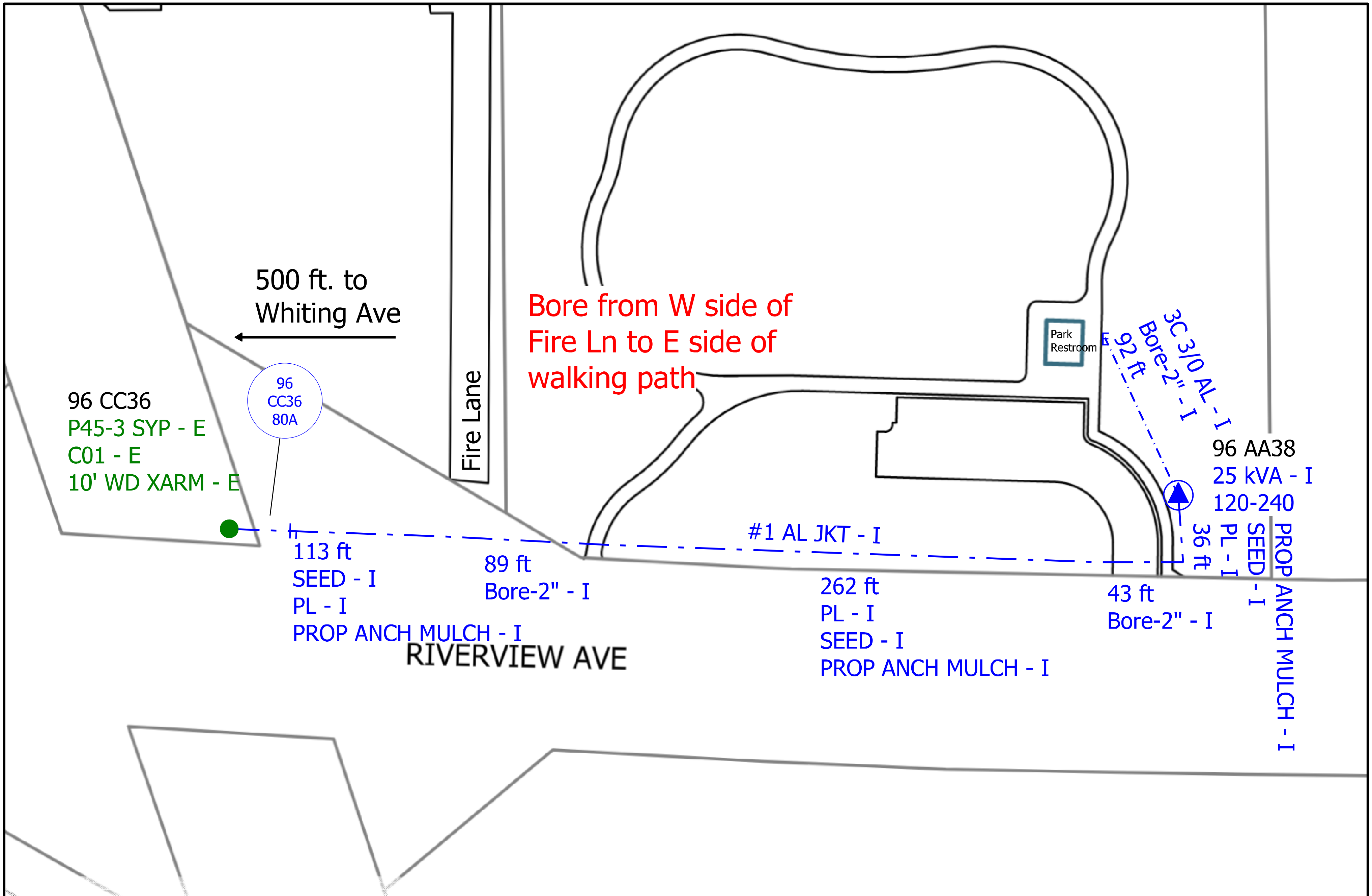
The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the adjustment is greater than $20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 3416298-1** when calling us at 715 345 7519.

Sincerely,

Craig Woyak
Senior Service Manager
Wisconsin Public Service
715 345 7519

Mail Payment To:
Wisconsin Public Service Corporation, Attn: NSI Billing, P.O. Box 19001, Green Bay WI 54307-9912



CREW SIGNATURE:		WR ADDRESS:	2000 RIVER VIEW AVE STP-STEVENS POINT-C, WI 54481-5113	WR NUMBER:	3416298
				IO NUMBER:	---
CONST. COMP. DATE:	ENERGIZED DATE:	OP DISTRICT:	64	DESIGNER:	GLODOWSKI,JULIE A
WR NAME:	CITY OF STEVENS POINT	TAX DISTRICT:	STP-STEVENS POINT-C	DESIGNER PH:	7153212292
		COUNTY:	PORTAGE	SCALE:	1:69
BLUE - INSTALL (I)	GREEN - EXISTING (E)	RED - REMOVE (R)		SHEET:	Sheet 1 of 1

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594

Department of Community Development
Adam Kuhn
Associate Planner
Zoning Administrator
Ph: (715) 346-1567
Fax: (715) 346-1498

MEMORANDUM

To: Plan Commission

From: Adam Kuhn, AICP
Associate Planner / Zoning Administrator

Date: July 1, 2024

RE: Easement Agreement – Brilowski Road

Background: In preparation for the approved subdivision off of Golla Road, the Wisconsin Public Service Corporation has been working with the City's Public Works Department to obtain an easement for electrical infrastructure improvements adjacent to Brilowski Road. 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.

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

6/4/2024

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

Dear Customer:

You or your agent recently worked with a Wisconsin Public Service Corporation representative to define the location of an easement at ***BRILOWSKI RD., in the City of Stevens Point, County of Portage, State of Wisconsin.***

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

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

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

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

Please contact me if you have any questions regarding the easement. Please refer to Work Request **WMIS-3413398.**

Erica Pomerening- Right of Way Agent
Wisconsin Public Service Corporation
920-433-4929
Erica.Pomerening@wisconsinpublicservice.com

Enclosed

3320957

Easement

THIS INDENTURE is made this ______ day of ______________, ______, by and between **City of Stevens Point, a Wisconsin 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 Lot 2 of Certified Survey Map No. 4939-17-194 Recorded in the **Portage** County Register of Deeds Volume 17 of Certified Survey Maps on Page 194 as Document ***447368;*** being part of the Northeast Quarter of the Southeast Quarter (NE 1/4 – SE 1/4) of Section **26,** Township **24 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)

281-24-0826400500

1. **Purpose: ELECTRIC OVERHEAD & 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 vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary 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
Organization name

Sign Name

Print name & title

STATE OF ______________________________)
)SS
COUNTY OF ______________________________)

This instrument was acknowledged before me this ________ day of ____________________, ________, by the above-named__________________________________as__________________________ of the **City of Stevens Point, a Wisconsin Municipal Corporation**, 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

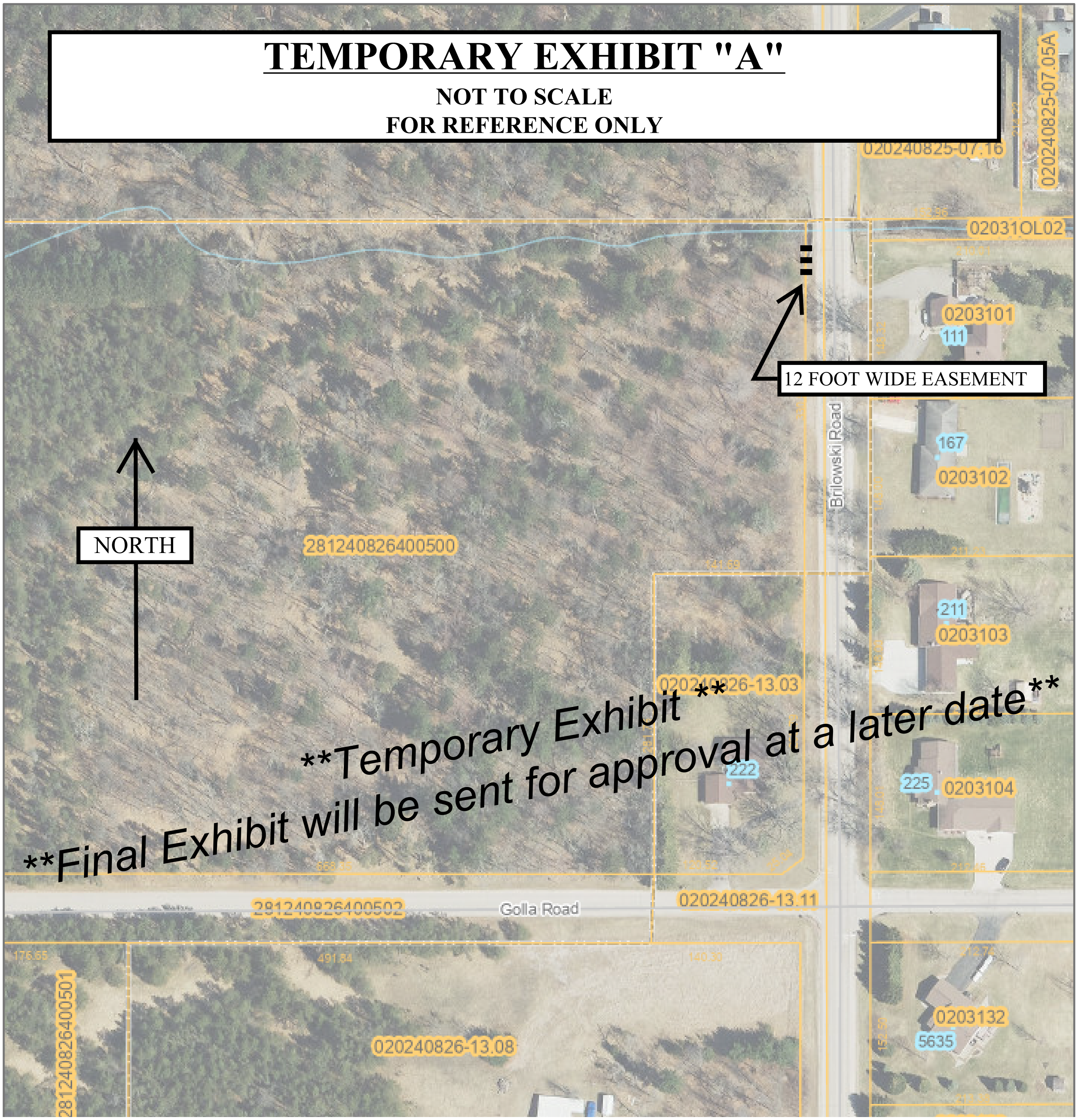
Print Name

Notary Public, State of

My Commission expires:

This instrument drafted by: Erica Pomerening
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1477495	WMIS-3413398	3320957	INT11-477-495


TEMPORARY EXHIBIT "A"
NOT TO SCALE
FOR REFERENCE ONLY
020240825-07.16
020240825-07.05A
02031OL02
0203101
111
12 FOOT WIDE EASEMENT
Brilowski Road
167
0203102
NORTH
281240826400500
211
0203103
020240826-13.03
**Temporary Exhibit **
Final Exhibit will be sent for approval at a later date
222
225
0203104
281240826400502
Golla Road
020240826-13.11
281240826400501
020240826-13.08
0203132
5635