

**CITY OF STEVENS POINT  
SPECIAL COMMON COUNCIL MEETING MINUTES**

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

**October 14, 2024  
6:00 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, C/T Ladick, Chief Kussow, HR Manager Frasch, Director Kremer, Marcy Peterson, Chief Moody, Attorney Beveridge, Director Beduhn, Neighborhood Planner/Economic Development Specialist Chris Klesmith, Director Lemke, Deputy C/T Freeberg.

**Consideration and Possible Action on the Following:**

**2. Acquisition of 337 square foot parcel from Nicholas and Abigail Flies for purpose of connecting Evelyn Court to Maple Bluff Road.**

Attorney Beveridge provided the council with a revised agreement.

Ald. Christianson moved, Ald. Kneebone seconded, to approve as presented.

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

**3. Adjournment.**

Adjourned at 6:04 p.m.

**AGREEMENT FOR NEGOTIATED PURCHASE OF REAL ESTATE PURSUANT TO  
WISCONSIN STATUTES § 32.05(2a)**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stevens Point (“City”), a Wisconsin municipal corporation with primary offices located at 1515 Strong’s Avenue, Stevens Point, Wisconsin 54481, and Abigail and Nicholas Flies (“Owners”), a married couple residing at 215 Maple Bluff Road S, Stevens Point, WI 54482, for the City’s acquisition of a portion of Owners’ property located at 215 Maple Bluff Road S, Stevens Point, WI 54482 and identified as ~~Outlet Lot 14~~ 14 on ~~the~~ Certified Survey Map titled “CSM: 011911” attached to this Agreement as Exhibit A and recorded with the Portage County Register of Deeds on July 23, 2024 as Document No. 906677 ~~(“Lot 1”), (the “Property”)~~ via a negotiated purchase under Wisconsin Statutes § 32.05(2a). The portion of Lot 1 which the City will acquire is legally described on Exhibit B to this Agreement and is hereinafter referred to as the “Property.”

**WITNESSETH:**

**WHEREAS**, the City wishes to acquire the Property for the purpose of constructing a roadway connecting Evelyn Court to Maple Bluff Road and any associated municipal utilities located within such area; and

**WHEREAS**, Owners wish to sell the Property to the City as agreed to herein; and

**WHEREAS**, the City previously provided to the Owners the pamphlet entitled “The Rights of Landowners Under Wisconsin Eminent Domain Law”; and

**WHEREAS**, the City and the Owners subsequently engaged in negotiations for the City’s acquisition of the Property;

**NOW THEREFORE**, in consideration of the representations and mutual promises herein contained, the City and Owners agree as follows:

## **SECTION I – CITY’S PURCHASE OF PROPERTY**

- A. The City will pay the Owners the sum of thirteen thousand dollars (\$13,000.00) as consideration for acquisition of the Property. Said payment of \$13,000.00 shall be made in lieu of condemnation.
- B. Such purchase price shall include ~~all personal property located at the Property and~~ any and all timber located upon the ~~property~~Property.
- C. The City shall pay for all closing costs related to the sale.
- D. The Owners shall execute and deliver to the City the Quitclaim Deed attached to this Agreement as Exhibit C.

## **Section II – WAIVERS, REPRESENTATIONS, AND RELEASES BY OWNERS**

A. In consideration of the compensation to be paid by City to Owners under Section IA. of this Agreement, which represents an amount in excess of the fair market value of the Property, the Owners agree to waive certain rights and procedures as follows. Owners waive the requirement that the City provide Owners a full narrative appraisal of the Property under Wis. Stats. § 32.05(2)(a). Owners waive their right to the creation of their own full narrative appraisal of the Property at the City’s cost under Wis. Stats. § 32.05(2)(b). The Owners waive the requirement that a Relocation Order be prepared pursuant to Wis. Stat. § 32.05(1). The Owners waive their right to contest the right of condemnation of the Property under Wis. Stats. § 32.05(5). The Owners waive their right to contest the amount of compensation for the Property under Wis. Stats. § 32.05(2a).

B. The Owners represent and warrant that their entry into this Agreement and the City’s acquisition of the Property will not result in any circumstances for which compensation is

required under Wis. Stats. § 32.19, Wis. Stats. § 32.195, or Wisconsin Administrative Code Ch. Adm 92.

C. The ~~Owners~~-City represents and warrants that there are no other property owners to whom offers are being made for property acquisition as relates to the requirement to provide Owners a list of names of such other persons under Wis. Stat. § 32.05(2a).

D. The Owners hereby consent to any entry upon the Property, removal of vegetation upon the property, and other work and activity upon the Property by the City and its contractors which occurred prior to the execution of this agreement and the City's acquisition of the Property. The Owner waives its ability to bring any suit in law or equity against the City, its officers, employees, or its contractors for trespass upon the Property, damage to personal property located on the Property, and timber or other agricultural products located upon the Property. If the City engages in any construction related activities outside of the Property, but on Lot 1, the City shall acquire a temporary construction easement from the Owners.

### **Section III - SUCCESSORS AND ASSIGNS**

City and the Owners each bind themselves, their partners, successors, heirs, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, heirs, assigns and legal representatives of such other party in respect to all covenants of this Agreement. The Owners shall not assign, sublet, lease or transfer its interest in this Agreement without the City's written consent. In no event shall any contractual relationship be created between City and any third party.

### **Section IV – CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**OWNERS:**

By: \_\_\_\_\_  
Nicholas Flies

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Abigai Flies

Date: \_\_\_\_\_

**CITY OF STEVENS POINT:**

By: \_\_\_\_\_  
Mike Wiza, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kari Yenter, City Clerk

Date: \_\_\_\_\_