

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

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

**September 15, 2025
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 Pagel, C/T Ladick, Director Kivela, Chief Kussow, Director Kremer, Chief Moody, H/R Manager Frasch, City Attorney Beveridge, Executive Assistant Dowling, Neighborhood Planner/Economic Development Specialist Klesmith, Assistant Assessor Mohr, City Assessor Shepro.

2. Salute to the Flag and Mayor's opening remarks including an update on the status of the facilities request from April 15, 2025 and the status of the land swap agreement with the County.

Mayor Wiza gave an update on the land swap agreement as it pertains to the need for the county to retain a storage facility as well as a single point of access entry system into the Courthouse. Mayor Wiza also discussed the facilities report request from the April 15, 2025 Common Council.

Portage County Board Chair, District 25, Ray Reser spoke about the land swap agreement and advancement forward.

- 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.**

Eau Claire City Council President Emily Barge spoke about running for Congress to represent the Third Congressional District.

5. Presentation to the Mayor and Council: Chris Klesmith – Presentation of the 2025 Regional Housing Report.

Neighborhood Planner/Economic Development Specialist Klesmith, gave a presentation on the 2025 Regional Housing Report.

Consideration and Possible Action on the Following:

6. Consent Agenda:

- a. Minutes of the Common Council Meeting of August 18, 2025.**
- b. Actions of the Police and Fire Commission special meeting of August 20, 2025:**
 - 2. Discussion, with possible action, to approve the Police Chief's job description and hiring profile, and to select dates for the hiring process.**

Actions of the Police and Fire Commission meeting of September 4, 2025:

- 3. Approval of Minutes.**
- 4. Confirmation of Bills.**
- 5. Discussion, with possible action, to approve Officer Clayton Madison-Dawson for permanent status, effective September 4, 2025, upon successful completion of his 1.5 year probationary period.**
- 6. Discussion, with possible action, to approve the hiring of Jayden Petit as a Probationary Police Officer without training, pending successful completion of background investigation, psychological screening, and medical screening.**
- 7. Police Chief Report.**
- 8. Discussion, with possible action, on moving forward with the employment of New Probationary Firefighter/Paramedic candidates Hauger, Sandberg, Ulrich, and Mittelsaedt.**
- 9. Discussion, with possible action, on the ability to run an Internal/External Assessment Center for a Division Chief's position within the Stevens Point Fire Department.**
- 10. Fire Chief Report/EMS Report/EM Report.**
- c. Minutes and Actions of the Plan Commission meeting of September 2, 2025:**
 - 2. Report of the August 4 and August 12, 2025 meeting of the City Plan Commission.**
 - 6. Director's Report.**
- d. Actions of the Board of Water and Sewerage Commissioners meeting of September 8, 2025:**
 - 2. Approval of minutes.**
 - 3. Approval of department claims.**
- e. Actions of the Airport Commission meeting of September 8, 2025:**
 - 2. Approval of minutes.**
 - 3. Approval of department claims.**
- f. Actions of the Transportation Commission of September 8, 2025:**
 - 2. Approval of July 2025 Minutes.**
 - 3. Approval of the July and August 2025 Financial/Claims Reports.**
 - 4. Approval of Free Ride Fridays on Fixed Route System – November 28 through December 26, 2025.**
- g. Minutes and Actions of the Personnel Committee meeting of September 8, 2025:**
 - 2. Request to amend Administrative Policy 3.01 Standard Benefits.**
 - 3. Request to amend Administrative Policy 2.06 Promotion and Transfers.**
 - 4. Approval of new contract for the FICA alternative plan which applies to seasonal employees and crossing guards.**
 - 5. Director Kivela request for overlap - Building Inspector.**
- h. Minutes and Actions of the Public Policy and General Government meeting of September 8, 2025:**

2. License List.

3. Request to Hold Event/Street closing.

- i. **Minutes and Actions of the Finance Committee meeting of September 8, 2025:**
 - 7. Approval of contracts with Stantec for the Brownfield Cleanup Grant and the Community Wide Assessment Grant.**
 - 8. Approval of adjusting the fees for purchasing garbage and recycling carts, as well as the fee for upgrading a garbage cart.**
 - 9. Providing City staff with direction on the option of pursuing a Joint Fire Department with Park Ridge.**
 - 10. Approval of Claims Paid.**
- j. **Statutory Monthly Financial Report by Comptroller/Treasurer.**

Ald. Christianson moved, Ald. Lang seconded, to approve the consent agenda.

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

7. Presentation on the 2025 Annual Assessment Report.

Assistant Assessor Mohr spoke about the 2025 Annual Assessment Report.

8. Consideration of Portage County Library lease.

Mayor Wiza gave a brief overview.

City Attorney Beveridge spoke about the changes from the previous lease, the extensive conversations about capital projects, and that windows on the upper level are the only projects left.

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

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

9. Memorandum of Understanding with Burlington Junction Railway.

Director Kivela gave a brief overview of Burlington Junction Railway as well as the benefit of a collaboration for TIF 14.

Ald. Christianson moved, Ald. Steinmetz seconded, to accept the memorandum of understanding.

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

10. Resolution - A request from Chris Stehle for a conditional use permit to construct an accessory dwelling unit on the property located at 301 Georgia Street North (Parcel ID 281240830100126), consistent with Ch. 23.01(15)(b).

Ald. Broderick moved, Ald. Keymer 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.

11. Ordinance Amendment - A request from the City of Stevens Point to amend Chapter 20, Subdivision Ordinance, of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 20.06(2) pertaining to the diameter of cul-de-sacs.

Ald. Keymer moved, Ald. Kneebone 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.

12. Approval of a Letter of Intent - Forest Creek Subdivision Lot Reservation & Marketing Program.

Ald. Lang moved, Ald. Birr seconded, to approve the letter of intent.

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

13. Disallowance of Claim-Hanah Ligman: Tire damage due to pothole on private property.

Ald. Christianson moved, Ald. Morrow seconded, to deny the claim.

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

14. Disallowance of Claim-Fatema Khan: Tire damage due to pothole on private property.

Ald. Morrow moved, Ald. Lang seconded, to deny the claim.

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

15. Adjournment.

Meeting adjourned at 8:07 p.m.

Lease Agreement between the City of Stevens Point and the Portage County Library Board of Trustees for Operation of the County Public Library Main Branch in the City of Stevens Point

WHEREAS, the City of Stevens Point, a municipal corporation (the City), is the owner of a facility located at 1001 Main Street in the City of Stevens Point; and

WHEREAS, the County of Portage, a quasi-municipal corporation, did, by County Board Resolution No. 192 which passed on September 15, 1981, resolve to establish a county-wide library system, effective January 1, 1982; and

WHEREAS the County operates a consolidated county library, with the main branch in Stevens Point pursuant to Wis. Stat. sec. 43.57 and appoints a seven-member county library board with the powers and duties of a library board under Wis. Stat. sec. 43.58; the County and its library board hereinafter collectively referred to as the County; and

WHEREAS, the City desires that the County continue to utilize the current facility at 1001 Main Street, Stevens Point, Wisconsin as the main branch of the Portage County Public Library.

NOW, THEREFORE, in consideration of the covenants and terms set forth in this Agreement, the City leases to the County the premises at 1001 Main Street, Stevens Point, Wisconsin in Portage County, Wisconsin, described in attachment A, subject to the following terms and conditions:

1. TERM. The City shall continue to lease to the County the current facility as more fully set forth in Attachment A (approximately 45,000 square feet (the Premises)), for a continuous period of ten years beginning January 1, 2025, and ending December 31, 2034.

2. RENTAL AND PURPOSE. In consideration of the County's continued operation of a consolidated county library, including the Portage County Public Library Main Branch in the City of Stevens Point, County shall not be required to pay the City any rental payments for the Premises during the term of this lease. The Premises shall be used for the operation of the main branch of the county-wide library with public meeting rooms and for no other purposes whatsoever without the prior written consent of the City and the Library Board, and except as otherwise provided in this lease. The building remains under the ownership of the City during the term of this lease.

3. BUILDING MAINTENANCE AND REPAIR.

The City:

- a. The City shall be responsible for the amounts above and after the County's first \$3,000 for repairs and replacements.
- b. The City will cover any costs associated with and work necessary to keep the building code-compliant for fire, electrical, plumbing, zoning and similar matters as determined by the City's Fire Chief and/or Building Inspector and other government representatives and agencies with jurisdiction over such matters.
- c. The City shall be responsible for structural repairs to the building.
- d. The City shall provide prompt daily snow and ice removal from the parking lot for the library.
- e. The City shall provide field and lawn maintenance surrounding the building.

- f. The City shall be responsible for maintenance and care of the “walkway” between the Clark Street Parking lot and Main Street.

g. The City shall be responsible for routine maintenance and repair of equipment. In the event of an urgent or emergency situation in any part of the building, including but not limited to broken glass, failure of furnace or HVAC, broken pipes or plumbing, the City will provide prompt assistance and repair, notwithstanding any other contrary language in this Agreement.

The City and County:

- g. Both parties shall conduct a joint walk-through inspection of all significant structural and systems (roof, building, HVAC, water heater, etc.) on an as-needed basis but not less than annually, with a report to be filed every September.

The County:

- h. The County shall remove garbage and recycling generated from the building and the City will continue to provide for pick up.

- i. The County shall be responsible for the first \$3,000 of all repairs and replacements per occurrence. The County shall be responsible for routine annual maintenance costs.

Examples of routine maintenance costs include, but are not limited to, the following: light bulb replacement, ballast replacement, fan blowers, furnace igniters, furnace filters, thermostat replacement, ceiling fan repairs, and plumbing, and electrical repairs and ceiling tile replacement.

Both parties agree that the County may contract with the City to provide routine maintenance tasks at cost during the term of this lease.

- j. The County shall be responsible for repairing damage that occurs as a result of the County’s use of the Premises.

- k. The County shall provide general cleaning and upkeep (cleaning, waxing floors, windows, etc.) of the Premises.

- l. The County shall be responsible for snow and ice removal on the sidewalks around the library building.

4. AGREEMENT TO OPERATE. The Portage County Public Library Board of Trustees shall have the right to terminate or reduce the scope of its public library operation and staffing levels at the main branch library at any time without City approval. The County, through the Library Board as its agent, will give the City advance notice of any significant reduction in scope of operation or hours. The City shall have the opportunity to use the meeting rooms for special meetings or as a polling place upon prior agreement of the County. The additional costs of security or maintenance for these special uses shall be the responsibility of the City.

5. COMMON SPACE AND PARKING. The County and library patrons shall have the right of ingress and egress to and from the Premises, subject to open-hour restrictions. The City shall provide the County and library patrons with parking in the designated main parking lot at the Premises location.

6. SIGNAGE. The City shall have the right to review and approve any business signage contemplated by the County. A consistent, fair, and equal level of interior business signage is required. The City will not permit signage that detracts from the building architectural appearance, color scheme and aesthetics.

7. ENTRY BY CITY. The City may enter the Premises at all reasonable times to view or exhibit the same to other parties.

8. INSURANCE.

a. Insurance coverage of the Premises: The City shall arrange for insurance coverage, at its expense, on the Premises and any expansion to it during the term of the lease against loss or damage by fire and extended coverage hazards for the full insurable value of such improvements, naming City as the insured with loss payable to City. Such insurance shall identify the County as an additional insured, and the City shall provide the County with a certificate of insurance confirming that designation. In the alternative, the City agrees to pay all expenses and costs to restore the Premises to its condition at the commencement of this lease.

b. Loss of/Damage to Premises: If fire, casualty, act of God, or other causes result in damage to or renders more than 50% of the Premises' total square footage unusable, the City shall not be obligated to rebuild the Premises and shall have the option to terminate this lease. In the event any such loss results in damage to or renders less than 50% of the Premises' total square feet unusable, the City's insurance coverage proceeds shall be used to repair the Premises.

c. Insurance coverage of Contents: The County shall arrange for insurance coverage, at its expense, on all fixtures, furniture, equipment, books, library material and inventory kept on the Premises and any expansion to it during the term of the lease.

d. Personal Injury Liability Insurance: County shall arrange for insurance, at its own expense, covering personal injury liability occurring on the Premises and its exterior common areas such as sidewalks and parking areas serving the Premises. Such insurance shall identify the City as an additional insured, and the County shall provide the City with a certificate of insurance confirming that designation.

e. Mutual Hold Harmless: The City and the County shall each be responsible for the acts and omissions of itself, its employees, officials, representatives, volunteers and agents arising out of the performance of their respective obligations under this lease and will hold each other harmless from liability for claims, injuries, causes of action, loss, damages, judgments, and costs and expenses resulting from any such acts or omissions. In addition, neither the City nor the County waives any rights of contribution, indemnification, subrogation, and governmental immunity that either party may have by operation of law.

9. OPTION TO RENEW. The County shall have the right to renew this Agreement for an additional 10-year term, for the sole purpose of operating a public library as provided herein. The renewal term shall be without rent and subject to the same terms as contained herein, except that the County and City shall renegotiate the provisions concerning repairs, replacements, and maintenance of the Premises.

10. ASSIGNABILITY. The County agrees not to assign or transfer any of its rights under this lease without the City's prior written consent.

11. BOARD AND CITY TO COMPLY WITH LAWS, RULES, REGULATIONS AND FIRE PREVENTION. The County shall comply with all local, state, and federal laws, rules, regulations, and requirements applicable to its use of the Premises. The City shall be responsible for all costs necessary to

bring the Premises into compliance with all local, state, and federal laws, rules and regulations and requirements applicable to the Premises.

12. TERMINATION OF AGREEMENT. Notwithstanding any language to the contrary contained herein, the City and the County shall have the right to terminate this lease upon giving one (1) year prior written notice.

13. NOTICES. Any notices provided by one party to the other under this lease shall be communicated via the U.S. mail, email, or in person to the following persons:
as follows:

COUNTY: Alexander Johnson (or successor)
Director, Portage County Public Library
1001 Main Street
Stevens Point, WI 54481
Tel. 715-346-1544

CITY City Engineer (or successor)
1515 Strongs Avenue
Stevens Point, WI 54481
Tel. 715-346-1569

14. APPLICABLE LAW. This lease shall be governed under the laws of the State of Wisconsin and is made at Portage County, Wisconsin, and the parties agree that the venue for any legal action to commenced to enforce the terms of this lease shall be in Portage County Circuit Court.

15. ENTIRE AGREEMENT. This lease constitutes the entire agreement of the parties with respect to the subject matter set forth herein and shall be considered to supersede any prior communications or agreements, written or oral, related to that subject matter.

16. MODIFICATIONS. This lease shall not be modified or altered except in writing signed by the parties.

17. FINAL CLAUSE. The parties have read and understood this lease and agree to be bound by its terms and conditions.

PORTAGE COUNTY PUBLIC LIBRARY

X _____
President, Library Board
Date: _____

CITY OF STEVENS POINT

X _____
Mayor
Date: _____

MAIN BRANCH LIBRARY LEASE

ATTACHMENT A

1001 MAIN STREET LIBRARY LEASE DESCRIPTION

Part of Lot One of Portage County Certified Survey Map Number 3584 as recorded in Volume 12 of 'Certified Surveys' page 242 and 242A, located in Government Lot Two and the Northeast Quarter of the Northwest Quarter of Section 32 and that part of Government Lot Two located in said Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin, described as follows:

Beginning at the northwest corner of said Lot one; thence N89°49'37"E along the south right of way line of Main Street to the face of the west wall of 1035 Main Street (f/k/a Tradehome Shoe Store); thence south along said wall to the southwest corner of said 1035 Main Street; thence east along the south wall of said 1035 Main Street to the west wall of 1045 Main Street (f/k/a Citizens Bank); thence south along said west wall approximately 36 feet; thence west along the north wall of the west entry to said 1045 Main Street and its westerly extension a distance of 22 feet; thence south and parallel with the west wall of 1035 Main Street to the north back of curb line of Municipal Parking Lot Number 12; thence west along said curb line to the east right of way line of Third Street (f/k/a Water Street); thence north along said right of way line to the point of beginning and there terminating.

**PORTAGE COUNTY MAIN LIBRARY
LEASE AGREEMENT 2015-2024**

WHEREAS, the City of Stevens Point, a municipal corporation, hereinafter referred to as "City" is the owner of a building located at 1001 Main Street in the City of Stevens Point, and

WHEREAS, the County of Portage, a quasi-municipal corporation, hereinafter referred to as "County", did by County Board Resolution No. 192 passed September 15, 1981, resolve that a county-wide library system be established effective January 1, 1982; and

WHEREAS Portage County operates a consolidated county library, pursuant to sec.43.57 Wis. Stats., with the main branch located in Stevens Point and appoints a seven member county library board with the powers and duties of a library board under sec.43.58 Wis. Stats., hereinafter referred to as "Board"; and

WHEREAS, both the City and the County continue to desire that the facility at 1001 Main Street in the City of Stevens Point, Portage County, Wisconsin, (approximately 45,000 square feet), described in attached Exhibit A remain as the main branch of the Portage County Library System;

NOW, THEREFORE, it is agreed as follows:

That the City, in consideration of the covenants and agreements hereinafter contained, by the County to be kept and performed, leases to the County the premises at 1001 Main Street in the City of Stevens Point, Portage County, Wisconsin, (approximately 45,000 square feet), described in attached Exhibit A.

The following terms and conditions shall apply:

1. **TERM:** The term of this lease shall be for ten years beginning on the 1st day of January 2015, and ending on the 31st day of December 2024.
2. **RENTAL AND PURPOSE:** That in consideration of the continuance of the Municipal Library system within the County of Portage by County, the placement of a branch of the library in Stevens Point, and the payment by the County of agreed upon capital costs as set forth in Exhibit B, there shall be no rental payments during the term of this lease. The premises shall be used for the operation of a branch of the county-wide library system with public meeting rooms and for no other purposes whatsoever without the written consent of the City being first had and obtained, except as otherwise provided in this lease. The building remains under the ownership of the City during the term of this lease.
3. **UTILITIES:** County shall operate the library and pay for all utility services utilized on the premises, including gas, electricity, telephone, water and sewer connections. Both parties agree that future capital costs within this lease, including mechanical and HVAC within the leasehold, shall be both EnergyStar rated and in the upper 25% of efficiency for all similar products as designated by DOE Federal Energy Management Program.
4. **AGREEMENT TO OPERATE:** In fulfillment of a commitment to the continued operation of a quality library system, County shall be responsible for the operational expense of the main public library including but not limited to personnel, maintenance, general operations, up-keep, and the utility expenses. The Portage County Public Library Board of Trustees shall have the right to terminate or reduce the scope of its public library operation and staffing levels at the main branch

1 library at any time without City approval. The Portage County Public Library Board of Trustees
2 acting as an agent of the County will give the City advance notice of any significant reduction in
3 scope of operation or hours. City shall have the opportunity to use the meeting rooms for special
4 meetings or as a polling place upon prior agreement of the Library Board. The additional costs of
5 security or maintenance for these special uses shall be the responsibility of City.
6

7 **5. REPAIRS AND REPLACEMENTS:**
8

9 a. County is responsible for:

- 10
11 1) The first \$2,000.00 of all repairs and replacements per occurrence, necessary to keep
12 and maintain the leasehold in the condition in which they were on the
13 commencement date, ordinary wear and tear excepted. Occurrence is defined as
14 repairs for each reported problem issue, even as to multiple repair trips.
15
16 2) Repairs and replacements necessitated by County's negligence, except the County
17 shall not be liable for repairs and replacements caused by or resulting from ordinary
18 wear and tear, or repairs or replacements for which City is obligated.
19
20 3) Prompt daily snow and ice removal on the Main Street and Third Street sidewalks is
21 the responsibility of County.
22

23 b. City is responsible for:

- 24
25 1) The complete cost of all structural and mechanical repairs and replacements
26 necessary to keep and maintain the demised premises in good repair, order and
27 condition with the County responsible for the first \$2,000.00. Resurfacing of the
28 parking area when mutually agreed necessary by County and City, the sidewalks and
29 parking lots to Main Street, if any, are entirely the responsibility of the City for repair
30 and maintenance as are any needed window replacements.
31
32 2) Any loss or damage to any glass constituting a part of the exterior walls of the
33 building, except where such loss is as a direct result of the negligence of County's
34 use.
35
36 3) Maintenance and care of the "walkway" between the Clark Street parking lot and
37 Main Street is the responsibility of the City.
38

39 c. For purposes of the preceding paragraph (urgent or emergency repair), the Library Board,
40 Library Director, and/or the Portage County Director of Facilities will notify the City of
41 needed repairs and will obtain three bids/quotes for the repair, maintenance and replacement
42 and the lowest responsible bid/quote will determine the financially responsible party.
43

44 In the event of an urgent or emergency repair, including but not limited to broken glass,
45 failure of furnace or HVAC, broken pipes or plumbing, Portage County Public Library
46 Director, Library staff and/or the Portage County Director of Facilities will notify the City of
47 the need for urgent or emergency repair as soon as reasonably possible, the repair shall be
48 done immediately (within forty-eight hours) and the actual cost of said repair will determine
49 financially responsible party, notwithstanding any other language in this agreement.
50

- 1 d. City and County will be jointly responsible for an annual maintenance and repair review and
2 will file a comprehensive report with the Library Board and the City every September of this
3 lease agreement of the condition of the building, including the roof, structure, HVAC, boilers
4 etc.
5
6 e. City and County agree that the County shall alone solely fund and implement a schedule of
7 needed capital repairs and estimated expense costs as set forth in Exhibit B to this agreement
8 and with more detail provided in Exhibit C. The repairs and replacements of this paragraph
9 shall be completed within five years of the start date of this lease at the discretion of the
10 County. Neither party shall make any structural alterations or modifications without the prior
11 written consent of the other party. The parties further agree that the County purchasing and
12 procurement process shall be utilized for costs under this paragraph. No provision in this
13 lease shall be construed as an ownership interest in the building by the County, and except as
14 specified in this paragraph, County's responsibility for capital and repair cost is expressly
15 limited to this paragraph of the Agreement and repairs not exceeding \$2,000. The City
16 Engineer will be permitted ten business days to review the specifications and contracts under
17 this paragraph to be provided an opportunity to review and comment prior to installation.
18

19 **6. INSURANCE:**
20

- 21 a. Insurance coverage of the premises: City shall cover at all times during the term of this
22 lease and at its expense keep the demised premises which are now or hereinafter become
23 a part of the premises insured against loss or damage by fire and extended coverage
24 hazards for the full insurable value of such improvements, naming City as the insured
25 with loss payable to City. If the leased premises shall be damaged by fire, casualty, act of
26 God or other cause or happening, and such damage affects the sum of more than 50% of
27 the total square footage, City shall have no duty to rebuild under such lease and shall
28 have the option to terminate this lease agreement. In the event the loss is less than 50%
29 as provided herein, the insurance proceeds shall be used to repair the premises. The
30 policy shall contain a waiver of subrogation against County.
31
32 b. Insurance coverage of furnishings: At all times during the term of this lease, County
33 shall at its own expense keep all fixtures, furniture, equipment, books, library material
34 and inventory that may be in the premises from time to time insured against loss or
35 damage by fire and extended coverage hazards for an amount that, in the county's
36 judgment, will insure the ability of County to replace such fixtures, equipment, books and
37 inventory, and under such policy an endorsement waiving the insurer's subrogation rights
38 which may arise against City.
39
40 c. Personal Injury Liability Policy: County shall, at its own expense, maintain in effect
41 during the term of this lease, personal injury liability insurance covering the premises and
42 its appurtenances, sidewalks fronting thereon, including sidewalk and parking area used
43 for pedestrians or vehicular travel entering or leaving the premises. Such insurance shall
44 specifically insure County against all liability assumed by it hereunder as well as liability
45 imposed by law and shall insure both County and City and shall be so endorsed as to
46 create the same liability on the part of the insurer as though separate policies had been
47 written for County and City.
48
49 d. Indemnification: In the event the coverage under subsection (c) of this paragraph by
50 County should fail to provide a defense for coverage to City on such claim made against
51

1 City pursuant to this lease, County agrees to hold harmless and indemnify City as a result
2 of any loss suffered by City, except where such loss is due to the negligence or other acts
3 of the City, its employees or agents.
4

- 5 e. Miscellaneous: All policies of insurance mentioned herein shall contain an agreement by
6 the insurer that such policies shall not be cancelled without 60 days prior written notice to
7 both County and City. Nothing herein shall prevent County and City from taking out the
8 kind of insurance provided for herein under a blanket policy or policies provided that any
9 such policy shall provide similar coverage as required herein.
10

- 11 7. **PRIORITY OF LEASE AND ASSIGNABILITY**: This lease and all rights of the County
12 hereunder are and shall be prior, superior and paramount to the lien of any mortgage or
13 bondholders security interest, which may now or hereafter affect City's fee interest in the
14 leasehold. Both parties, City and County agree not to assign or transfer any of the rights to the
15 demised premises to any other agency, corporation, or individual without the other's consent
16 being first obtained in writing.
17
- 18 8. **COUNTY AND CITY TO COMPLY WITH LAWS, RULES, REGULATIONS AND FIRE**
19 **PREVENTION**: County shall comply with all local, state, and federal laws, rules, regulations,
20 and requirements applicable to premises' use, and in particular with those for the correction,
21 prevention and abatement of any fire hazard it causes.
22
- 23 9. **RIGHT OF FIRST REFUSAL**: The County shall have a right of first refusal in the event the
24 City wishes to sell the premises during the term of the lease. The City must present any bona fide
25 offer to purchase, including the purchase price, to the County. The County must exercise its
26 acceptable of remitter terms within 60 days of presentment of the offer or its right shall lapse.
27
- 28 10. **COMMON SPACE AND PARKING**. The County and the library patrons shall be granted full
29 rights of ingress and egress to and from the leased premises, subject to open hour restrictions.
30 The County and its patrons shall be provided adequate parking in the designated main parking lot
31 by the City.
32
- 33 11. **REDECORATING AND ALTERATIONS**. It is agreed upon by and between the parties
34 hereto that, barring prior written consent in an instrument executed with the same formality as
35 this Agreement, the County shall not redecorate, alter or in any way change the nature of the
36 premises which are the subject of this Lease.
37
- 38 12. **SIGNAGE**. Any business signage by the County is subject to review and approval of the City.
39 A consistent, fair and equal level of interior business signage is required. Signage that detracts
40 from the building architectural appearance, color scheme and aesthetics is not permitted.
41
- 42 13. **ENTRY BY CITY**. The City may at any and all reasonable times enter the leased premises to
43 view the same or to exhibit the same to other parties.
44
- 45 14. **NOTICES**. Any notices required by or deemed advisable under the terms of this Lease
46 Agreement shall be deemed to have been validly served upon deposit thereof in the United States
47 mail, certified with proper postage prepaid, with return receipt requested, addressed to the parties
48 as follows:
49

50 BOARD:

Mr. Robert J. Stack or successor
Director, Portage Board Libraries

1001 Main Street
Stevens Point, WI 54481
Tel. 715-346-1544

CITY

1515 Strong's Avenue
Stevens Point WI 54481
Tel. 715 346 1569

15. **APPLICABLE LAW.** This Lease Agreement shall be governed under the laws of the state of Wisconsin and is made at Portage County, Wisconsin, and venue for any legal action to enforce the terms of this Lease Agreement shall be in Portage County Circuit Court.
16. **ENTIRE AGREEMENT.** This Lease Agreement constitutes the entire understanding of the parties with respect to the subject matter set forth herein and shall be considered to supersede any prior communications or agreements, written or oral, related hereto.
17. **MODIFICATIONS.** This Agreement shall not be modified or altered except pursuant to mutual agreement of the parties hereto, executed with the same formality as this instrument.
18. **FINAL CLAUSE.** The parties hereto, having read and understood the entirety of this Lease and Intergovernmental Agreement, hereby affix their duly authorized signatures, agreeing therefore to be bound by its terms and conditions and by endorsement attesting to legal authority to enter the agreement.

FOR PORTAGE COUNTY

County Executive

Date: 11/18/14

FOR CITY OF STEVENS POINT

Mayor

Date: 11/18/2014

PORTAGE COUNTY PUBLIC LIBRARY

President, Library Board

Date: 11-18-2014

Exhibit A Legal Description
Exhibit B Joint County-City Capital Maintenance Cost Summary Items
Exhibit C Joint County-City Capital Maintenance Report of 2012

MAIN LIBRARY LEASE

EXHIBIT A

**1001 MAIN STREET
LIBRARY LEASE DESCRIPTION**

Part of Lot One of Portage County Certified Survey Map Number 3584 as recorded in Volume 12 of 'Certified Surveys' page 242 and 242A, located in Government Lot Two and the Northeast Quarter of the Northwest Quarter of Section 32 and that part of Government Lot Two located in said Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin, described as follows:

Beginning at the northwest corner of said Lot One; thence N89°49'37"E along the south right of way line of Main Street to the face of the west wall of 1035 Main Street (f/k/a Tradehome Shoe Store); thence south along said wall to the southwest corner of said 1035 Main Street; thence east along the south wall of said 1035 Main Street to the west wall of 1045 Main Street (f/k/a Citizens Bank); thence south along said west wall approximately 36 feet; thence west along the north wall of the west entry to said 1045 Main Street and its westerly extension a distance of 22 feet; thence south and parallel with the west wall of 1035 Main Street to the north back of curb line of Municipal Parking Lot Number 12; thence west along said curb line to the east right of way line of Third Street (f/k/a Water Street); thence north along said right of way line to the point of beginning and there terminating.

EXHIBIT B AGREED UPON CAPITAL IMPROVEMENT PROJECTS AND REPAIR ITEMS

Improvement	Estimated Cost
Masonry and Concrete Work	\$ 27,610.00
Concrete Sidewalk Main Street Entrance	\$ 4,400.00
Roof Repairs	\$138,490.00
Boiler Replacement	\$ 74,800.00
Chiller Replacement	\$105,600.00
Air Handling System	\$ 8,580.00
Temperature Control System	\$132,000.00
Window Replacement	\$ 55,000.00
Lighting Upgrades	\$ 33,000.00
Total	\$579,480.00

October 12, 2012

RE: Anticipate Library Maintenance Needs

The Mayor of Stevens Point and the Portage County Executive had asked their respective staff members to review the library site and estimate the cost of major repair items required within the next 10 years. Todd Neuenfeldt from the County and Alex Saunders from the City have reviewed the facility and together have arrived at the following summary of facility needs beyond routine maintenance measures and have arranged them by work items and summarized the findings. Note that all costs provided in this narrative are in 2012 dollars and include a contingency and are intended for planning purposes.

Masonry and Concrete Work Walls

(\$25,100)

Tuckpointing was conducted on a portion stone wall on the west side of the building in 2012 but additional work is required along the west wall in both the brick and stone portions of the wall. It is recommended that work on the west wall be completed in 2013 and it is estimated that the cost to complete tuckpointing of the west wall will cost \$18,000. Tuckpointing will include grinding material from bad joints along this wall, and tuckpointing with mortar matching the color of the existing mortar to the greatest extent practicable. This price also includes caulking alongside the joint between the building and the existing sidewalk where it appears water has been able to enter the foundation.

The exterior foundation wall in the basement where water has entered from above requires cleaning of loose material and patching holes created by water intrusion and the cleaning process. Once this work is completed the wall would be sealed with a Tamoseal to reduce future water intrusion. In the basement offices the original stone foundation has voids in the grout and in areas has sand depositions where the grout is deteriorating. The wall appears to be sound at this time but it is recommended the voids be filled before they become a structural issue. It is recommended that this work be completed in 2013 and would cost an estimated \$7,100.

Concrete Sidewalk at Main Street Entrance

(\$4,000)

The existing sidewalk entrance to the library from Main Street utilized brick as an aesthetic feature and the brick is not in good condition and it is recommended that the brick be replaced with colored concrete at this entryway. The estimated cost for this replacement would be \$4,000. The sidewalk between the planter areas is in good condition but the planters trap water on the sidewalk as they have been built up to an elevation above the sidewalk. It is recommended that the mulch material be removed to allow water to drain from the sidewalk into the planters.

Roof Repairs

(\$125,900)

The main library roof has had several leak issues over the past two years that have been corrected as they occur. In reviewing the cause of these leaks they were found to originate from the duct work from the air handling system and from the seams in the existing rubber roof where water pools on the rooftop. The existing air handling system has numerous roof penetrations that water must navigate around to reach the drain and in many areas over the center of the roof water is found to pool. During the winter the pooled water freezes and thaws and eventually works through the seams in the existing roof. It is recommended that the roof be replaced and tapered insulation be installed to increase the pitch on the roof to remove the standing water on the roof. The rubber roof would then be replaced. The estimated cost of this repair would be \$97,300, and it is recommended that this work be completed within the next four years. It is anticipated that small leaks may occur and require temporary repairs until such time as the roof is

replaced. It is also recommended that the air handling system be incorporated into a roofing project to reduce the number of penetrations in the roof and to minimize the cost of doing these two projects at separate times. The air handling system will be discussed further in a later section of this report.

The smaller roof top areas have not displayed leaks in the last two years but given the age of the roof it is recommended that these roof tops be coated to extend their life and prevent leaks from occurring within the next 10 years. The estimated cost to clean these rooftops, treat the seams and coat these roof tops is \$28,600.

Boiler Replacement

(\$68,000)

It is anticipated that one of the existing boilers will need replacement within the next 10-years. It is recommended that the existing steam boiler be replaced with a high efficiency hot water boiler. The new boiler will be needed and the more efficient boiler system will reduce operational costs. The anticipated cost of the boiler replacement is \$68,000. The second steam boiler was recently refurbished and would remain as a back up and for humidification purposes. The boiler replacement should reduce energy consumption by 10-15% for this system and pay for itself within a reasonably time period.

Chiller Replacement

(\$96,000)

The library chiller system is nearing the end of its useful life and will need replacement within the next ten years. Currently one of the four compressors in the chiller requires replacement and two others are nearing the end of their life with the fourth one having been recently replaced. The compressor could be repaired at an estimated cost of \$18,000 but may require additional work of the failed compressor has contaminated the system. It should also be noted that the two of the other compressors will likely fail within the next 10-years and require similar replacement. The total replacement cost of the three compressors would be approximately \$54,000 not adjusting for inflation. The other components of the chiller will also require replacement within the next 10-years. Given the cost of the replacement of the compressors and the need to replace the chiller it is recommended that the chiller system be replaced at a cost of \$96,000 with a more efficient chiller. If replacement is not done early the cost of replacement of the compressor that is down and the two other compressors may be needed before replacement of the chiller.

Air Handling System

(\$7,800)

The current air handling system on the roof has a number of deteriorated sections that hold water and are beginning to rust. The system itself is not laid out efficiently and the number of roof penetrations makes rooftop drainage an ongoing problem as noted above. The current air handling system can have tapered insulation installed similar to what is recommended for the roof to keep water off from the duct work and extend the life of this system. The cost to provide this measure is \$7,800. It is also possible to incorporate the chiller work and roof top work into a project that would remove the current system and replace it with a penthouse type system that could address the roof top drainage issues and duct work maintenance issues over the long term. The estimated cost for this system is \$640,000. It should be noted that the current duct system while inefficient will likely not require replacement in and of itself for 10 years; this is not recommended at this time. Current cost estimate for in-kind replacement is \$200,000.

Temperature Control System

(\$120,000)

The current temperature control system is 20 years old in the facility and is a pneumatic system and utilizes an air compressor to operate. The system has had numerous repairs in the last four years to repair leaks and other problems in the system at a cost of \$34,768.46. In addition the system has a failed switch and a receiver controller has failed and as a result a compressor is running continuously. The repairs to these systems would cost an estimated \$35,000 to \$50,000. It is recommended that the system be replaced with a direct digital control system that would eliminate the need for compressed air and would allow for operational savings and reduce the need for more and more frequent maintenance that has been seen on the existing system. The cost to replace this system is anticipated to be \$120,000.

Window Replacement

(\$55,000)

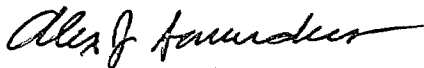
Windows on the northwest side of the building are beginning to deteriorate but are currently in sounds condition. Maintenance on these windows should include yearly painting as they are directly exposed to the elements. The windows along the northwest portion of the building are operable windows and should be stationary windows. It is recommended that maintenance be performed on these windows on a yearly basis as recommended to maintain the windows and that the operable windows be replaced with stationary windows within the next 5-years and that the remaining windows in this area be replace either with the operable windows or in the following 5 year increment. The replacement of the clear glass windows with more current windows will reduce heat loss through the windows improving the efficiency of the building. The cost presented is the cost to replace 30 windows along the northwest side of the library.

Lighting

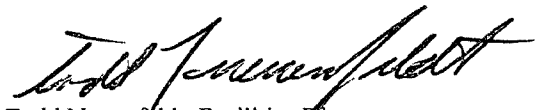
(\$33,000)

Lighting levels in the library are below the levels that one would desire for a facility of this type. The current lighting system could be replaced with an energy efficient lighting system that would bring the facility to recommended lighting levels, but given the current lighting levels in the facility it is likely that this upgrade will not result in operational savings. The estimated cost to upgrade the lighting system to recommended standards is \$33,000. A cable hung system that is more aesthetic and would provide more light would cost and additional \$20,000. If the library commission desires to improve lighting in the facility it is recommended that the lighting levels are improved to an average of 43 foot candles for the estimated cost of \$33,000. The upgrade of the lighting is operational in nature and would not be required as a result of deterioration to the existing lighting system.

Sincerely,



Alex Saunders, City Engineer
City of Stevens Point



Todd Neuenfeldt, Facilities Director
Portage County