

**CITY OF STEVENS POINT
ADMINISTRATIVE APPEALS BOARD AGENDA**

**January 21, 2026 - 4:00 PM
City Conference Room - 1515 Strongs Avenue**

Meeting Items

1. Roll Call.
2. Minutes of the October 22, 2025 meeting.
3. Appeal of notice/service charge for property maintenance violation:
 - a. 1320 Main Street.
 - b. 2809 Water Street.
 - c. 305 Second Street.
4. Adjournment.

RMC – Revised Municipal Code

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure reasonable accommodations 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 normal business hours from 7:30 A.M. to 4:00 P.M.

ADMINISTRATIVE APPEALS BOARD
October 22, 2025 - 4:00 PM
City Conference Room - 1515 Strongs Avenue

MINUTES

Meeting Items

1. Roll Call.

Present:

Ald. Birr, Kneebone, Lang, Member Speckmann.

Unexcused:

Member Tiffany.

Others Present:

Mark Szczepanski, Zofia Wexler, Anna Szczepanski.

2. Minutes of the July 9, 2025 meeting.

Member Speckmann moved, Ald. Kneebone seconded, to approve the minutes.

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

3. Appeal of notice/service charge for property maintenance violation:

a. 400 West Street North.

Mark Szczepanski spoke about not receiving a notice and explained that he has had issues in the past where invoices have been sent to other owners.

Neighborhood Improvement Coordinator Kordus spoke about how the city places pink tags on items when they are left on the curb. If contact is not made within 48 hours, an invoice is sent, and that proper protocol was taken in this instance. Neighborhood Improvement Coordinator Kordus spoke about how homeowner information is taken from county tax records, invoices are sent to the homeowner on record after the costs are received from the contractor.

Mr. Szczepanski spoke about the couch's location on the backside of the property and questioned how the tenants would know that the couch was there.

Neighborhood Improvement Coordinator Kordus stated that the couch was located on the corner lot owned by Mr. Szczepanski and that the driveway for the tenant can be seen in the photo of the couch.

Ald. Birr spoke about illegal dumping and that it would be impossible to find who did it.

Mr. Szczepanski spoke about not checking his properties regularly, not being notified by the tenants, and that he did not receive a notice before the invoice.

Anna Szczepanski spoke about a 30-day timeline of the notice prior to the charge.

Neighborhood Improvement Coordinator Kordus spoke about a 30-day timeline and the effect it could have on neighborhoods and that tags have phone numbers and QR Codes to schedule pickups. Kodus also spoke about Stevens Point's timeline in relation to other municipalities that do not offer any notice prior to charge.

Ald. Kneebone questioned why the tenants wouldn't see it from the window as well as what the total costs were.

Neighborhood Improvement Coordinator Kordus answered \$75 from the city and \$69.58 from the contractor.

Ald. Kneebone moved, Member Speckmann seconded, to bill the property owner \$69.58.

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

b. 1824 College Avenue.

Neighborhood Improvement Coordinator Kordus gave a brief overview of the violation as well as the duration of time the item was tagged.

Member Speckmann moved, Ald. Kneebone seconded, to deny the appeal.

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

c. 1741 College Avenue.

Neighborhood Improvement Coordinator Kordus gave a brief overview of the current violation, prior violations, as well as the duration of time the item was tagged.

Member Speckmann moved, Ald. Birr seconded, to deny the appeal.

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

4. Adjournment.

Adjourned at 4:32 p.m.



Deliver To:
City Clerk's Office
Attn: Administrative Appeals Board
1515 Strongs Avenue
Stevens Point, WI 54481

PROPERTY APPEAL FORM

or Email To:
clerk@stevenspoint.com

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. While not mandatory, you are highly encouraged to attend the meeting.

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 1320 Main St. OWNER OF PROPERTY: Wisconsin Postal Holdings, LLC

INDIVIDUAL FILING APPEAL: Isaac Richter RELATION TO PROPERTY: Property Manager

CONTACT PHONE: [REDACTED] EMAIL ADDRESS: [REDACTED]

ALLEGED VIOLATION: Tall grass / weeds VIOLATION ID #: RAC-2025-00880

HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): No [X] YES [] AGENT: _____

RESULTS OF THAT DISCUSSION:

Called and got voicemail

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

This property is leased to the United States Postal Service. Federally leased properties, even when privately owned, are exempt from State and Local code enforcement. Please see attached memo provided by the Postal Service.

SIGNATURE OF APPELLANT: Isaac Richter DATE: 10/29/25

PRINT NAME: Isaac Richter APPELLANT'S ADDRESS: 75 Columbia Ave. Cedarhurst, NY 11516



Friday, October 17, 2025

ID #: RAC-2025-00880
INVOICE #: 202500400

WISCONSIN POSTAL HOLDINGS, LLC
75 COLUMBIA AVE
CEDARHURST, NY 11516-2011

**INVOICE FOR SERVICE(S)
TALL GRASS OR NOXIOUS WEEDS AT COLLEGE CT**

Dear Wisconsin Postal Holdings, LLC,

On or about 09/18/25 an order was issued on the above described property, or a violation was abated relating to TALL GRASS OR NOXIOUS WEEDS. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o **Violation**

Excessive weeds/grass at nuisance height. 21.03(21): Lawn Maintenance. The owner of any property within the City shall maintain their lawn, grasses and weeds, to a length not to exceed eight (8) inches. If a property is found to exceed this height standard or is determined to be a public nuisance by the Code Official, a notice shall be served to the property owner giving them a minimum of 7 days from the date the notice is mailed, to correct. If the nuisance is not corrected after that time period, upon re-inspection the City shall have it abated by City or contracted staff and the actual costs for abatement, plus any applicable municipal service fees shall be charged to the owner. Properties exempt from these requirements shall be the following: a. Any properties which have been deemed by the Code Official as undeveloped (the property has no dwelling on it or does not constitute a zoning lot and/or can be further subdivided) or agricultural parcels. These properties would only be required to maintain the area within the road right of way up to and including three (3) feet beyond the edge of public rights of way, in addition to any applicable vision triangle requirements per the Zoning code. b. If a property owner has submitted a Vegetation Management Plan and received approval from the Code Official for a Native Lawn. Those properties would be exempt from these provisions, so long as they are in compliance with the approved Vegetation Management Plan, are maintaining vegetative growth along adjoining neighboring property lines, and any applicable conditions within the approved plan.



Type	Amount
Inspection after Initial Notice	\$100.00
Weed Removal Abatement	\$52.17



Sales Tax: Weeds	\$2.87
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Balance Due: \$155.04

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: WISCONSIN POSTAL HOLDINGS, LLC
Customer/Parcel No: 240832202801
Invoice: 202500400

Make Checks Payable and Remit to:

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

Amount Due: \$155.04

Or pay online: stevenspoint.com/invoice

From: [Susan Pagel](#)
To: [Andrew Beveridge](#)
Cc: [Mark Kordus](#); [CommunityDevelopment](#)
Subject: FW: Stevens Point, WI (567900-001) - Landscaping Violation - ID# RAC-2025-00880
Date: Wednesday, October 29, 2025 2:47:00 PM
Attachments: [Appeal Form.pdf](#)
[2025-10-17 - Invoice for landscaping violation.pdf](#)
[US Postal Service v City of Hollywood - Analysis.pdf](#)
[US Postal Service v City of Hollywood - US District Court Memorandum.pdf](#)
[USPS Form Letter - Code Enforcement.pdf](#)

Logan,

I'm including you because you were not on the initial e-mail list.

Sincerely,

Susan Pagel, City Clerk
City of Stevens Point
(715) 346-1569

From: Isaac Richter [REDACTED]
Sent: Wednesday, October 29, 2025 2:38 PM
To: Clerk <Clerk@stevenspoint.com>; Mark Kordus <mkordus@stevenspoint.com>;
CommunityDevelopment <CommunityDevelopment@stevenspoint.com>

[REDACTED]

Subject: Re: Stevens Point, WI (567900-001) - Landscaping Violation - ID# RAC-2025-00880

Good Afternoon,

Please see the attached appeal form in connection with an invoice received for abatement of overgrown landscaping at the Stevens Point Post Office. I've also attached a memo from the Postal Service and the case law referenced in case you wish to run this past the City's Counsel.

First and foremost though, we thank you for the notice. Keeping our properties properly maintained and in good repair is of the utmost importance to us. Under the terms of our lease with the Postal Service, landscaping is a USPS responsibility. Though we understand that the City looks to the property owner for compliance, I wanted to make you aware of how these maintenance items will be handled. I have copied our local USPS contact on this email, as well as sending them the email below, and I am certain they will have a work order initiated to address the landscaping going forward, if they have not done so already.


As a formality, with regards to the issuance of violations, because the City's actions contradict settled law on these issues, I respectfully ask you to refrain from seeking to enforce these code requirements against the Post Office. The Supremacy Clause of the U.S. Constitution shields the Postal Service, as an independent establishment of the executive branch of the federal government under 39 U.S.C. § 201, and its lessors, contractors, and subcontractors against enforcement of local building codes, ordinances and permitting requirements.

The Postal Service requires me to request that you reply in writing to confirm that you will withdraw this violation and not seek enforcement or attempt to issue penalties or fines against the Post Office.

I thank you again for this notice and look forward to working with you as these issues are addressed. If you have any questions for me or wish to discuss anything about the property, please consider me at your disposal.

Respectfully,

Isaac Richter

	<p>Isaac Richter EVP, Head of Asset Management [Redacted] 75 Columbia Ave, Cedarhurst, NY 11516 [Redacted] [Redacted]</p>
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From: Isaac Richter [Redacted]
Sent: Wednesday, October 29, 2025 10:36 AM

[Redacted]

Subject: Stevens Point, WI (567900-001) - Landscaping Violation

Good Morning,

Our office received the attached invoice from the City which appears to be related to a

violation they issued for overgrown landscaping.

Under the terms of our lease, landscaping is a USPS responsibility.

I will be submitting the appeal form as provided for in the letter, advising the City that the Postal Service is exempt from local code enforcement and I will copy you on that email.

Please confirm for me that the Post Office has arrangements for ongoing upkeep of the landscaping and grounds, so that I can assure the City that this will not be an ongoing issue.

If the City does not agree to waive the charges, we would ask the Postal Service to reimburse us for the violation/abatement cost being charged by the City.

Thank you,

Isaac Richter



Isaac Richter | EVP, Head of Asset Management

[REDACTED]
75 Columbia Ave, Cedarhurst, NY 11516



RE: [Address of Property]
[Subject of Notice]

Dear XX:

Recently, _____ received the enclosed _____ from _____, which asserts _____ with respect to the above referenced property, which is leased to the United States Postal Service. Because the above described [notice] contradicts settled law on these issues, I respectfully ask you to review the relevant cases, including in particular the cases briefly discussed below, and advise _____ to refrain from seeking to enforce these code requirements against this Postal Service [project or attempting to stop the Postal Service's work].

The Supremacy Clause of the U.S. Constitution shields the Postal Service, as an independent establishment of the executive branch of the federal government under 39 U.S.C. § 201, and its lessors, contractors and subcontractors against enforcement of local zoning and building codes or building permit requirements. *U.S. Postal Serv. v. City of Hollywood, Fla.*, 974 F.Supp. 1459 (S.D. Fla. 1997). In Hollywood, perhaps one of the most thorough and analytic decisions regarding the Supremacy Clause as it applies to these issues, the court carefully reviewed constitutional law beginning with *McCulloch v. Maryland*, 17 U.S. (4 Wheat.) 316, 4 L. Ed. 579 (1819), and ruled that the Supremacy clause barred the city from requiring building permits for renovation of an existing building for use as a postal facility, even though the renovation contract was between a private lessor and private contractor, so long as the facility was used for federal purposes (in this case, a post office). The court enjoined the city from actions against the Postal Service, its contractors, subcontractors or lessor for failure to secure a building permit.

Likewise, in *U.S. Postal Serv. v. Town of Greenwich, Conn.*, 901 F.Supp. 500 (D. Conn. 1995), the court ruled that the Supremacy Clause prohibited the town from imposing its building code or permit requirements against the Postal Service or its lessor or contractor. "Any regulation of the post office project, whether against the property, the lessor, or the building contractors 'stands as an obstacle to the accomplishment and execution of the purposes and objectives of Congress.'" *Id.* at 507. Therefore, the court enjoined the town from enforcement actions against the Postal Service, its contractor, subcontractors and lessor.

Again, in an earlier case, *Breeze v. Town of Bethlehem*, 151 Misc.2d 230, 573 N.Y.S.2d 122 (N.Y. Sup. Ct. 1991), the town denied a building permit to a Postal Service lessor that sought to construct a post office for lease to the Postal Service. In ruling for the lessor, the court stated,

"The conclusion that property leased by the Postal Service for construction of a postal facility is not subject to state and local zoning and land use regulation is consistent with prevailing principles of federal supremacy. The Postal Reorganization Act in direct and unmistakable terms gives the Postal Service the discretion to either purchase or lease real property in furtherance of its mission of providing postal services to our nation. To impose the impediment of state and local zoning and land use regulation upon the Postal Service's discretion, in cases where the Postal Service has determined that lease arrangement would be most appropriate, would result in a direct and unauthorized intrusion upon the United States Government's power to select the location and manner of site acquisition for necessary postal facilities."

Id. at 124. On that basis, the Breeze court enjoined the town from enforcing its local laws against the lessor.

More recently, in the 2006 Postal Accountability and Enforcement Act (“PAEA”), Congress specifically delineated the Postal Service’s obligations with respect to local building codes. PAEA, while recognizing the Postal Service’s need for national uniformity, requires the Postal Service to seek input from local building departments, but nevertheless ultimately authorizes the Postal Service to reject any input after giving it due consideration. See 39 U.S.C. § 409(f) and 39 CFR § 241.4(f). Further, with respect to the payment of fees, the statute states “...nor shall anything in this subsection require the Postal Service or any of its contractors to pay for any action by a State or political subdivision to carry out this subsection (including reviewing plans, carrying out on-site inspections, issuing building permits, and making recommendations).” See 39 U.S.C. § 409(f)(3). Now that Congress has specifically spoken on the issue, PAEA only reinforces those earlier court decisions that the Supremacy Clause protects the Postal Service, its lessors and contractors against building code and permit requirements.

To avoid conflict between the Supremacy Clause and the building code on this Postal Service project, I respectfully request that you advise _____ to refrain from seeking to enforce code requirements against the Postal Service or its contractors, or attempting to stop the Postal Service’s work. Please also confirm back to me in writing that _____ will follow that advice so that the Postal Service does not need to take additional steps to protect its interests.

Sincerely,

U.S. Postal Service v. City of Hollywood, Fla.

974 F. Supp. 1459 (S.D. Fla. 1997)
Decided Aug 7, 1997

No. 96-7345-CV.

1460 August 7, 1997. *1460

Marcella Cohen, U.S. Attorney's Office, Miami, FL, for Plaintiff.

Daniel Assott, Hollywood, FL, for Defendant.

MEMORANDUM OPINION

MIDDLEBROOKS, District Judge.

Introduction

This case presents the question of whether the City of Hollywood ("the City") may require a building permit for renovation of an existing building for use as a postal facility. The City, while conceding that no permit could be required if the building was owned and renovated directly by the United States Postal Service ("Postal Service"), contends that where the Postal Service leases the building and where the contract for renovation is between the lessor and a private contractor, a building permit is required. The Postal Service contends that as an instrumentality of the United States it is immune from the permit requirements, regardless of whether the facility is owned or leased.

On November 22, 1996, the Postal Service filed a complaint requesting that a declaratory judgment be issued stating that the City is without legal authority to enforce its permitting procedures and building code against the Postal Service and that the defendant be enjoined from interfering with and/or halting construction and renovation work on the postal facility. The City filed a motion for

summary judgment on January 8, 1997. The Postal Service filed a cross-motion for summary judgment on February 3, 1997. An order denying plaintiff's cross-motion for summary judgment and defendant's motion for summary judgment was entered on July 15, 1997. A bench trial was held on July 30, 1997.

Issue

The issue before the Court is whether, when applied to a private landowner or contractor renovating a building leased as a postal facility, a City's building permit procedures intrude into or interfere with activities of the federal government conducted in pursuance of its constitutional power to operate the Postal Service.

Facts

Prior to trial the parties filed a joint stipulation of facts wherein the parties agreed to the following set of facts, which are adopted as findings of fact.

On or about April 20, 1995, the Postal Service issued a Solicitation for Proposals for Existing Space ("Solicitation for Proposals"). In November or December 1995, the Postal Service entered into a lease with B.H. Ventures, Inc. ("B.H. Ventures"),¹⁴⁶¹ the owner of ^{*1461} an existing building at 4429-4433 Hollywood Boulevard, Hollywood, Florida ("the subject premises"). Included in the lease was a Construction Rider and an Addendum to Lease. The subject premises is a portion of 4415-4437 Hollywood Boulevard.

In accordance with the Construction Rider, the Postal Service arranged with the architectural firm of Architects International to prepare drawings and specifications for the renovation work. An architect with the firm, licensed by the State of Florida, prepared the plans and specifications for the renovation work in compliance with the South Florida Building Code.

The Postal Service received the architect's work and provided these drawings and specifications to B.H. Ventures on or about March 29, 1996.

On or about July 26, 1996, B.H. Ventures and Colonna Construction Co., Inc. ("Colonna Construction") entered into a written agreement for the renovation work. B.H. Ventures and Colonna Construction are privately owned, non-governmental companies. In addition to performing work on Postal Service projects, Colonna Construction also does work for other clients, including prior work for the City.

In August, 1996, Colonna Construction began the renovation work at the subject premises. On August 20, 1996, while the renovation work was being performed, the City issued a Notice of Violation and Stop Work Order ("Stop Work Order"). The Stop Work Order was handed to Terry Shank, the project manager for Colonna Construction. On or about June 19, 1997, the City sent a Courtesy Notice to B.H. Ventures. No other notices or stop work orders have been issued by the City for the subject property.

To date, no building permit has been sought for the project at the subject premises and the City has not rescinded the Stop Work Order. The work at the subject premises has stopped, and has not been completed.

B.H. Ventures provided a complete copy of the plans and specifications to the City's Chief Building Inspector, William McHatton. Mr. McHatton did not review them because there was no building permit for the project.

Based upon testimony at trial,¹ the Court makes the following additional findings: Mr. Waymon J. Goddard, an Architect/Engineer with the United States Postal Service and supervisor at the United States Postal Service with regard to the subject premises, presented B.H. Ventures with a list of three building contractors that the Postal Service had used in the South Florida area for B.H. Venture's consideration. (Tr. 54.) B.H. Venture's choice was subject to the Postal Service's approval. (Tr. 39.) B.H. Venture chose Colonna Construction from the list provided by Mr. Goddard. (Tr. 21, 22.) The Postal Service had control over the design, construction work and inspection of the project. (Tr. 50.) The Postal Service told B.H. Ventures that no building permit was required for the project.

¹ The stipulated facts are contained in a Joint Stipulation of Facts and Disputed Facts served July 28, 1997. References to the transcript of the trial and to exhibits at trial are as follows: (Tr., Ex.).

The Postal Service takes several steps to ensure that their facilities are safe on a national and local level. (Tr. 52-76.) The Postal Service inspects and reviews the construction with licensed architects and engineers of the local area where the facilities are located. (Tr. 55-56.) The Postal Service also has a group of health and safety officers that are involved in the inspection of the facilities. (Tr. 56.)

As part of its construction process, the Postal Service issues detailed specifications, (Ex. 1B), which describe everything that is to be built in the building. (Tr. 58-59.) The specification book describes the materials to be used, how they are to be applied, and provides the technical specifications of the materials. (Tr. 59.) The Postal Service also utilizes architectural drawings, (Ex. 1A), which depict how construction is to take place and describe pictorially the items that have to be constructed at the facility. (Tr. 62.) The specifications and drawings for the Hollywood facility are in conformance with national codes as well as the South Florida Building Code. (Tr. 56,

60.) The architects in charge of designing the facility are registered and licensed in Florida. (Tr. 146253.) *1462

The specifications and plans for the Hollywood facility were made available to the City and according to Mr. Goddard, the Postal Service welcomed any suggestions the City might have. (Tr. 26, 63-64.) The City, however, declined to review the plans since no permit had been requested. As counsel for the City explained in argument, without any assurance that the City's views would be accepted, the building department was unwilling to participate in a review of the plans. The City's position is that under its permit process it must have the final decisions concerning construction of the facility. (Tr. 126.)

According to the testimony of Mr. Goddard, the person responsible for overseeing construction and design of postal facilities in the southeast region, the Postal Service has begun as a new retailing concept, the use of "postal stores." (Tr. 51-52.) The Southeast Region has been particularly active in building postal stores. (Tr. 52.) Postal stores are designed in a standardized way with a similar layout and the Postal Service tries to fit that standard plan as closely as possible into the confines of the space available. (Tr. 65.)

Discussion

The law in this area traces to *M'Culloch v. Maryland*, 17 U.S. (4 Wheat.) 316, 4 L.Ed. 579 (1819), where the Supreme Court, in an opinion authored by Chief Justice Marshall, held that the supremacy clause of the United States Constitution prevented Maryland from levying a stamp tax on a branch of the Bank of the United States, a corporation chartered by Congress. The Chief Justice concluded that the states could not tax or control a federal instrumentality. 17 U.S. at 428-31. Operation of a federal instrumentality necessarily affects the interests of all since it is for the benefit of all; the national power must therefore remain unfettered if control and representation are to be coincident: "In the

legislature of the Union alone, all are represented. The legislature of the Union alone, therefore, can be trusted by the people with the power of controlling measures which concern all in the confidence it will not be abused." 17 U.S. at 435-36. *M'Culloch* announced the rule that has been followed ever since: If Congress does not authorize regulation of federal instrumentalities, the possibility of interference with substantive federal policy is sufficient to raise a presumption of immunity. See, *Osborn v. Bank of U.S.*, 22 U.S. (9 Wheat.) 738, 865, 6 L.Ed. 204 (1824) (rejecting Ohio's argument that the presumption when Congress is silent should be against immunity).

The leading case on the application of the supremacy clause to the exercise of postal power is *Johnson v. State of Maryland*, 254 U.S. 51, 41 S.Ct. 16, 65 L.Ed. 126 (1920) which held that a postal employee could not be required by state law to obtain a driver's license to drive a mail truck. In an opinion written by Justice Holmes, the Court stated:

It seems to us that the immunity of the instruments of the United States from state control in the performance of their duties extends to a requirement that they desist from performance until they satisfy a state officer, upon examination, that they are competent for a necessary part of them, and pay a fee for permission to go on. Such a requirement does not merely touch the government servants remotely by a general rule of conduct; it lays hold of them in their specific attempt to obey orders, and requires qualifications in addition to those that the government has pronounced sufficient. It is the duty of the Department to employ persons competent for their work, and that duty it must be presumed has been performed.

254 U.S. at 57, 41 S.Ct. at 17. See also, *Leslie Miller, Inc. v. State of Ark.*, 352 U.S. 187, 77 S.Ct. 257, 1 L.Ed.2d 231 (1956) ("subjecting a federal

contractor to the Arkansas contractor license requirements would give the State's licensing board a virtual power of review over the federal determination of 'responsibility' and would thus frustrate the expressed federal policy of selecting the lowest responsible bidder.")

The United States Constitution authorizes Congress to establish post offices. U.S. Const. art. I, § 8, cl. 7 (The Congress shall have Power . . . "To establish Post Offices and Post Roads.") Accordingly, Congress enacted the Postal Reorganization Act, which established the United States Postal Service as "an independent establishment of the executive branch of the Government of the United States," 39 U.S.C. § 201, to provide postal services. 39 U.S.C. § 403¹⁴⁶³(general *1463 duties of Postal Service). The Postal Service has the right to establish and maintain postal facilities so that patrons throughout the country will "have ready access to postal services." 39 U.S.C. § 403(b)(3). The Postal Service has the right to determine the need for post offices and facilities, 39 U.S.C. § 404(a)(3), and may acquire and lease real property in this purpose. 39 U.S.C. § 401(5). The Postal Service also has the power "to construct, operate, lease, maintain buildings, facilities, property owned or controlled by it." 39 U.S.C. § 401(6).

The City's process directly intrudes upon the Postal Service's ability to construct the postal project at issue here. As was the case in *Johnson v. State of Maryland*, *supra*, and *Miller v. State of Arkansas*, *supra*, the permit process does not merely affect the construction process remotely by a general rule of conduct, but rather it extends to a requirement that construction be stopped until the City's requirements are satisfied. The City claims the right to insist upon specifications in addition to those the federal government, through the Postal Service, has pronounced sufficient.

The public safety concern articulated by the City is, of course, substantial. However, there is no showing that the federal government is not equally

committed to public safety. In fact, the City acknowledged the substantial testimony presented by the Postal Service that the federal government would build a safe facility. (Tr. 129.)

Moreover, the City concedes that it does not claim any power to require a permit if the postal store was owned by the Postal Service. The City argues that in this case a permit is required because the postal store is leased.² The public safety concern, however, does not hinge on whether the postal store is owned or leased. Acceptance of the City's position would mean that in the case of leased facilities, the Postal Service's ability to obtain uniformity and efficiency in construction would be impeded. Such a dichotomy does not appear contemplated by the Congressional authorization to both own and lease facilities.

² The City makes three arguments with respect to its claim to be able to require permits for leased facilities. First, the City argues that its safety interest is greater because of the temporary nature of federal occupancy; in this case, the lease is for ten years with allowance for two additional five year extensions. Second, the City points out that this postal store will share occupancy in a "strip" shopping center with other tenants with a common roof, walls and other parts. Finally, the City argues that its public safety concerns extend to facilities owned by the Postal Service but it recognizes that regulation of owned facilities is precluded by law. (Tr. 37-38; 119-20.)

In addition to *Johnson v. Maryland*, *supra*, the Postal Service relies upon a series of cases where courts have relied upon the supremacy clause to preempt local laws conflicting with the postal laws. *See, U.S. v. City of Pittsburg, Cal.*, 661 F.2d 783 (9th Cir. 1981); *U.S. Postal Service v. Town of Greenwich, Conn.*, 901 F. Supp. 500 (D.Conn., 1995); *Middletown Tp. v. N/E Regional Office, U.S. Postal Service*, 601 F. Supp. 125 (D.N.J., 1985); *Crivello v. Board of Adjustment of Borough*

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In *U.S. Postal Service v. Town of Greenwich, Conn.*, *supra*, the Postal Service entered into a lease for property upon which it intended to build a postal facility. The Postal Service entered into a contract with a builder to construct the facility. The Town sought to require the Postal Service, the landowner, or the contractor, to obtain a building permit. The district court concluded that the building code enforcement procedures did not apply to the Postal Service, the lessor, or the contractor:

Although the Town undoubtedly has a legitimate interest in ensuring the construction of safe buildings, the Town cannot directly or indirectly regulate post office buildings owned by the Postal Service, even if on leased land without specific authorization from Congress. In the absence of such specific Congressional authorization, the Court finds that the state building code cannot be applied to the lessors of *1464 land to the Postal Service and the contractors hired to construct postal facilities because it conflicts with federal law.

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901 F. Supp. at 507 (Citations omitted).

In *Breeze v. Town of Bethlehem*, *supra*, the Postal Service solicited bids for real estate for a new branch post office. Pursuant to plans provided by the Postal Service, the plaintiff submitted a proposal for construction on land owned by the plaintiff. The bid was accepted and the Postal Service entered into an Agreement to Lease. The plaintiff applied for a building permit and the

Town denied the permit on the ground that the proposed project was not a "permitted use" under the existing zoning for the site. The plaintiff argued that the project was not subject to state and local zoning and land use regulation on supremacy grounds. The Town contended that as a private landowner the plaintiff was not subject to federal immunity. The court held that the project was not subject to local zoning laws without regard to whether it was owned or leased:

The Postal Reorganization Act in direct and unmistakable terms gives the Postal Service the discretion to either purchase or lease real property in furtherance of its mission of providing postal services to our nation. To impose the impediment of state and local zoning and land use regulation upon the Postal Service's discretion, in cases where the Postal Service has determined that a lease arrangement would be most appropriate, would result in a direct and unauthorized intrusion upon the United States Government's power to select the location and manner of site acquisition for necessary postal facilities.

573 N.Y.S.2d at 124.

In the face of this authority, the City makes two primary arguments. First, the City argues it is merely requiring a private contractor that is doing work on privately owned property to obtain a building permit and abide by the building code. The City contends that the legal incidence of its regulation falls upon the contractor, not the Federal Government or its instrumentalities, and thus enforcement of the requirements is not prohibited by the supremacy clause. However, this argument is not tenable in light of *Johnson v. State of Maryland*, *supra* (postal employee) or *Miller v. Arkansas*, *supra* (contractor) where in both cases the entity actually subject to a local regulation was not the government itself but its employee or contractor. *See also, Gartrell Const. Inc. v. Aubry*, 940 F.2d 437 (9th Cir. 1991).³

³ The City attempts to bolster its argument with a line of cases involving state and local taxation of government contractors. See, *United States v. New Mexico*, 455 U.S. 720, 102 S.Ct. 1373, 71 L.Ed.2d 580 (1982) and *United States v. Tax Commission of Mississippi*, 421 U.S. 599, 95 S.Ct. 1872, 44 L.Ed.2d 404 (1975). These cases establish that a federal contractor cannot escape payment of non-discriminatory gross receipts or sales taxes where state law makes the contractor but not the United States liable for payment of the tax. This "legal incidence" rule has been formulated in the tax area but has not been used where a state by regulation interferes with federal instrumentalities or agents.

Secondly, the City argues that in the event there is a conflict between federal and local regulations, application of the supremacy clause requires a balancing of the local interests against the federal interests. The City derives its balancing test from *DeKalb County, Ga. v. Henry C. Beck Co.*, 382 F.2d 992 (5th Cir. 1967) and *U.S. v. Town of Windsor, Conn.*, 765 F.2d 16 (2d Cir. 1985); *Public Housing Administration v. Bristol Tp.*, Bucks County, Pa., 146 F. Supp. 859 (E.D.Pa. 1956).

The City is correct that both *DeKalb* and *Town of Windsor* speak of "balancing" the state and local interest in enforcing their regulations against the federal government's interest in opposing the regulation. See *DeKalb County, Ga. v. Henry C. Beck Co.*, *supra* at 996; *U.S. v. Town of Windsor, Conn.*, *supra*, at 19. However, it is not at all apparent that "balancing" as used in these decisions authorizes a court to compare or weigh the relative strength of the governmental interests

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⁴ In *DeKalb*, the Fifth Circuit held that the record on summary judgment did not provide sufficient information concerning local action and policy and federal policy "that could serve as a basis for decision on

a delicate federal-state matter." 382 F.2d at 997. The court reversed summary judgment in favor of a contractor that the county could not assess and collect a building permit fee. The county asserted that it had not done or proposed to do anything other than collect the fee and the court pointed out that the record did not reflect the extent, if at all, the county used, or attempted to use, the permit requirement for assertion of authority over federal construction. In *United States v. Town of Windsor, Conn.*, *supra*, the Second Circuit held that the supremacy clause precluded the town from enforcing permit and fee provisions against a contractor hired by General Electric to expand a nuclear facility it managed for the federal government. The City relies upon language in the opinion where the court states: "[t]hese buildings are not like a V.A. hospital or public housing project which members of the public would be expected to use. If they were, the town's interest in protecting the public by enforcing public safety rules would at least be understandable." 765 F.2d at 19. In neither case is the discussion of balancing necessary to the holding.

The test as delineated by the Supreme Court requires an assessment of whether a state or local government regulation intrudes or interferes with activities of the federal government. If it does, the regulation is barred by the supremacy clause regardless of the weight or importance of the local regulation. Examination of the regulation is limited to determining whether the impact on the government's activity is incidental or intrusive.⁵ See, *Perez v. Campbell*, 402 U.S. 637, 91 S.Ct. 1704, 29 L.Ed.2d 233 (1971); *Hines v. Davidowitz*, 312 U.S. 52, 61 S.Ct. 399, 85 L.Ed. 581 (1941).

⁵ The City has not pointed to any standards that could guide the Court in attempting to balance the relative interests of the federal or local government. In the absence of such

standards, such an approach would appear difficult. If a balancing of interests were to be used in this case, however, since the public safety concerns are shared by both levels of government, the interest of the Postal Service in a uniform system for construction and design of its facilities would be paramount.


To impose the impediment of state and local building regulations would result in a direct and unauthorized intrusion upon the Postal Service's ability to select the location, design and manner of site acquisition for necessary postal facilities. Consequently, the court finds that plaintiff's project to construct a postal facility on privately owned land, for use as a postal facility, pursuant to a lease agreement with B.H. Ventures, is immune from the City's building permit regulations.

Based on the foregoing, it is

ORDERED AND ADJUDGED that the local building code does not apply to the Postal Service, the lessor, and/or the building contractor for the construction of the subject premises; the City of Hollywood, Florida is permanently enjoined from all current and future actions against the Postal

Service, its contractors, subcontractors, and/or its lessor for the Postal Service's failure to secure a general building permit; and is granted judgment declaring that plaintiff's construction of a leased facility that will be used exclusively by the United States Postal Service is immune from and not subject to the City of Hollywood and local building permit requirements so long as the facility is used for federal postal purposes. It is further

ORDERED AND ADJUDGED that the plaintiff, United States Postal Service, shall submit a proposed Final Judgment within ten (10) days of the date of this order.

 KeyCite Yellow Flag - Negative Treatment
Distinguished by [Fabiano v. Boston Redevelopment Authority](#),
Mass.App.Ct., March 30, 2000

974 F.Supp. 1459
United States District Court,
S.D. Florida.

UNITED STATES POSTAL SERVICE, Plaintiff,
v.
CITY OF HOLLYWOOD, FLORIDA, Defendant.

No. 96-7345-CV.
|
Aug. 7, 1997.

Synopsis

The Postal Service filed a complaint requesting a declaratory judgment to prevent a city from enforcing its permit procedures and building code against the renovation of property to be used as a post office. City and Postal Service filed cross motions for summary judgment. The District Court, [Middlebrooks, J.](#), held that the Supremacy Clause barred the city from requiring a building permit for the renovation of an existing building for use as a postal facility, even though the renovation contract was between a private lessor and a private contractor.

Ordered accordingly.

Procedural Posture(s): Motion for Summary Judgment.

West Headnotes (3)


[1] **Municipal Corporations**  [Political Status and Relations](#)

[States](#)  [Immunity of Federal Government or Instrumentalities from State Regulation](#)

If Congress does not authorize regulation of federal instrumentalities, possibility of interference with substantive federal policy is sufficient to raise presumption of immunity from local regulation.

[2] **Health**  [Validity](#)

Municipal Corporations  [Political Status and Relations](#)

Supremacy Clause barred city from requiring building permit for renovation of existing building for use as postal facility, even though renovation contract was between private lessor and private contractor; city's process would intrude upon Postal Service's ability to construct postal project, and city claimed right to insist upon specifications in addition to those that federal government, through the Postal Service, pronounced sufficient. [U.S.C.A. Const. Art. I, § 8, cl. 7](#); [39 U.S.C.A. §§ 201, 401\(5, 6\)](#),  [404\(a\) \(3\)](#).

[3] **Municipal Corporations**  [Political Status and Relations](#)

[States](#)  [Immunity of Federal Government or Instrumentalities from State Regulation](#)

Balancing test applicable to Supremacy Clause issues requires assessment of whether state or local government regulation intrudes or interferes with activities of federal government; if it does, regulation is barred by supremacy clause regardless of weight or importance of local regulation.

[1 Cases that cite this headnote](#)

Attorneys and Law Firms

***1460** [Marcella Cohen](#), U.S. Attorney's Office, Miami, FL, for Plaintiff.

[Daniel Assott](#), Hollywood, FL, for Defendant.

MEMORANDUM OPINION

[MIDDLEBROOKS](#), District Judge.

Introduction

This case presents the question of whether the City of Hollywood (“the City”) may require a building permit for renovation of an existing building for use as a postal facility.

The City, while conceding that no permit could be required if the building was owned and renovated directly by the United States Postal Service ("Postal Service"), contends that where the Postal Service leases the building and where the contract for renovation is between the lessor and a private contractor, a building permit is required. The Postal Service contends that as an instrumentality of the United States it is immune from the permit requirements, regardless of whether the facility is owned or leased.

On November 22, 1996, the Postal Service filed a complaint requesting that a declaratory judgment be issued stating that the City is without legal authority to enforce its permitting procedures and building code against the Postal Service and that the defendant be enjoined from interfering with and/or halting construction and renovation work on the postal facility. The City filed a motion for summary judgment on January 8, 1997. The Postal Service filed a cross-motion for summary judgment on February 3, 1997. An order denying plaintiff's cross-motion for summary judgment and defendant's motion for summary judgment was entered on July 15, 1997. A bench trial was held on July 30, 1997.

Issue

The issue before the Court is whether, when applied to a private landowner or contractor renovating a building leased as a postal facility, a City's building permit procedures intrude into or interfere with activities of the federal government conducted in pursuance of its constitutional power to operate the Postal Service.

Facts

Prior to trial the parties filed a joint stipulation of facts wherein the parties agreed to the following set of facts, which are adopted as findings of fact.

On or about April 20, 1995, the Postal Service issued a Solicitation for Proposals for Existing Space ("Solicitation for Proposals"). In November or December 1995, the Postal Service entered into a lease with B.H. Ventures, Inc. ("B.H. Ventures"), the owner of *1461 an existing building at 4429–4433 Hollywood Boulevard, Hollywood, Florida ("the subject premises"). Included in the lease was a Construction Rider and an Addendum to Lease. The subject premises is a portion of 4415–4437 Hollywood Boulevard.

In accordance with the Construction Rider, the Postal Service arranged with the architectural firm of Architects International to prepare drawings and specifications for the renovation work. An architect with the firm, licensed by the State of Florida, prepared the plans and specifications for the renovation work in compliance with the South Florida Building Code.

The Postal Service received the architect's work and provided these drawings and specifications to B.H. Ventures on or about March 29, 1996.

On or about July 26, 1996, B.H. Ventures and Colonna Construction Co., Inc. ("Colonna Construction") entered into a written agreement for the renovation work. B.H. Ventures and Colonna Construction are privately owned, non-governmental companies. In addition to performing work on Postal Service projects, Colonna Construction also does work for other clients, including prior work for the City.

In August, 1996, Colonna Construction began the renovation work at the subject premises. On August 20, 1996, while the renovation work was being performed, the City issued a Notice of Violation and Stop Work Order ("Stop Work Order"). The Stop Work Order was handed to Terry Shank, the project manager for Colonna Construction. On or about June 19, 1997, the City sent a Courtesy Notice to B.H. Ventures. No other notices or stop work orders have been issued by the City for the subject property.

To date, no building permit has been sought for the project at the subject premises and the City has not rescinded the Stop Work Order. The work at the subject premises has stopped, and has not been completed.

B.H. Ventures provided a complete copy of the plans and specifications to the City's Chief Building Inspector, William McHatton. Mr. McHatton did not review them because there was no building permit for the project.

Based upon testimony at trial,¹ the Court makes the following additional findings: Mr. Waymon J. Goddard, an Architect/Engineer with the United States Postal Service and supervisor at the United States Postal Service with regard to the subject premises, presented B.H. Ventures with a list of three building contractors that the Postal Service had used in the South Florida area for B.H. Venture's consideration. (Tr. 54.) B.H. Venture's choice was subject to the Postal Service's

approval. (Tr. 39.) B.H. Venture chose Colonna Construction from the list provided by Mr. Goddard. (Tr. 21, 22.) The Postal Service had control over the design, construction work and inspection of the project. (Tr. 50.) The Postal Service told B.H. Ventures that no building permit was required for the project.

The Postal Service takes several steps to ensure that their facilities are safe on a national and local level. (Tr. 52–76.) The Postal Service inspects and reviews the construction with licensed architects and engineers of the local area where the facilities are located. (Tr. 55–56.) The Postal Service also has a group of health and safety officers that are involved in the inspection of the facilities. (Tr. 56.)

As part of its construction process, the Postal Service issues detailed specifications, (Ex. 1B), which describe everything that is to be built in the building. (Tr. 58–59.) The specification book describes the materials to be used, how they are to be applied, and provides the technical specifications of the materials. (Tr. 59.) The Postal Service also utilizes architectural drawings, (Ex. 1A), which depict how construction is to take place and describe pictorially the items that have to be constructed at the facility. (Tr. 62.) The specifications and drawings for the Hollywood facility are in conformance with national codes as well as the South Florida Building Code. (Tr. 56, 60.) The architects in charge of designing the facility are registered and licensed in Florida. (Tr. 53.)

***1462** The specifications and plans for the Hollywood facility were made available to the City and according to Mr. Goddard, the Postal Service welcomed any suggestions the City might have. (Tr. 26, 63–64.) The City, however, declined to review the plans since no permit had been requested. As counsel for the City explained in argument, without any assurance that the City's views would be accepted, the building department was unwilling to participate in a review of the plans. The City's position is that under its permit process it must have the final decisions concerning construction of the facility. (Tr. 126.)

According to the testimony of Mr. Goddard, the person responsible for overseeing construction and design of postal facilities in the southeast region, the Postal Service has begun as a new retailing concept, the use of “postal stores.” (Tr. 51–52.) The Southeast Region has been particularly active in building postal stores. (Tr. 52.) Postal stores are designed in a standardized way with a similar layout and the Postal Service

tries to fit that standard plan as closely as possible into the confines of the space available. (Tr. 65.)



Discussion


[1] The law in this area traces to [M'Culloch v. Maryland](#), 17 U.S. (4 Wheat.) 316, 4 L.Ed. 579 (1819), where the Supreme Court, in an opinion authored by Chief Justice Marshall, held that the supremacy clause of the United States Constitution prevented Maryland from levying a stamp tax on a branch of the Bank of the United States, a corporation chartered by Congress. The Chief Justice concluded that the states could not tax or control a federal instrumentality. [17 U.S. at 428–31](#). Operation of a federal instrumentality necessarily affects the interests of all since it is for the benefit of all; the national power must therefore remain unfettered if control and representation are to be coincident: “In the legislature of the Union alone, all are represented. The legislature of the Union alone, therefore, can be trusted by the people with the power of controlling measures which concern all in the confidence it will not be abused.” [17 U.S. at 435–36](#). *M'Culloch* announced the rule that has been followed ever since: If Congress does not authorize regulation of federal instrumentalities, the possibility of interference with substantive federal policy is sufficient to raise a presumption of immunity. See, [Osborn v. Bank of U.S.](#), 22 U.S. (9 Wheat.) 738, 865, 6 L.Ed. 204 (1824) (rejecting Ohio's argument that the presumption when Congress is silent should be against immunity).

The leading case on the application of the supremacy clause to the exercise of postal power is [Johnson v. State of Maryland](#), 254 U.S. 51, 41 S.Ct. 16, 65 L.Ed. 126 (1920) which held that a postal employee could not be required by state law to obtain a driver's license to drive a mail truck. In an opinion written by Justice Holmes, the Court stated:

It seems to us that the immunity of the instruments of the United States from state control in the performance of their duties extends to a requirement that they desist from performance until they satisfy a state officer, upon examination, that they are competent for a necessary part of them, and pay

a fee for permission to go on. Such a requirement does not merely touch the government servants remotely by a general rule of conduct; it lays hold of them in their specific attempt to obey orders, and requires qualifications in addition to those that the government has pronounced sufficient. It is the duty of the Department to employ persons competent for their work, and that duty it must be presumed has been performed.

 254 U.S. at 57, 41 S.Ct. at 17. See also,  *Leslie Miller, Inc. v. State of Ark.*, 352 U.S. 187, 77 S.Ct. 257, 1 L.Ed.2d 231 (1956) (“subjecting a federal contractor to the Arkansas contractor license requirements would give the State's licensing board a virtual power of review over the federal determination of ‘responsibility’ and would thus frustrate the expressed federal policy of selecting the lowest responsible bidder.”)







[2] The United States Constitution authorizes Congress to establish post offices. U.S. Const. art. I, § 8, cl. 7 (The Congress shall have Power ... “To establish Post Offices and Post Roads.”) Accordingly, Congress enacted the Postal Reorganization Act, which established the United States Postal Service as “an independent establishment of the executive branch of the Government of the United States,” 39 U.S.C. § 201, to provide postal services. 39 U.S.C. § 403 (general *1463 duties of Postal Service). The Postal Service has the right to establish and maintain postal facilities so that patrons throughout the country will “have ready access to postal services.” 39 U.S.C. § 403(b)(3). The Postal Service has the right to determine the need for post offices and facilities,  39 U.S.C. § 404(a)(3), and may acquire and lease real property in this purpose. 39 U.S.C. § 401(5). The Postal Service also has the power “to construct, operate, lease, maintain buildings, facilities, property owned or controlled by it.” 39 U.S.C. § 401(6).

The City's process directly intrudes upon the Postal Service's ability to construct the postal project at issue here. As was the case in *Johnson v. State of Maryland, supra*, and *Miller v. State of Arkansas, supra*, the permit process does not merely affect the construction process remotely by a general rule of conduct, but rather it extends to a requirement

that construction be stopped until the City's requirements are satisfied. The City claims the right to insist upon specifications in addition to those the federal government, through the Postal Service, has pronounced sufficient.

The public safety concern articulated by the City is, of course, substantial. However, there is no showing that the federal government is not equally committed to public safety. In fact, the City acknowledged the substantial testimony presented by the Postal Service that the federal government would build a safe facility. (Tr. 129.)

Moreover, the City concedes that it does not claim any power to require a permit if the postal store was owned by the Postal Service. The City argues that in this case a permit is required because the postal store is leased.² The public safety concern, however, does not hinge on whether the postal store is owned or leased. Acceptance of the City's position would mean that in the case of leased facilities, the Postal Service's ability to obtain uniformity and efficiency in construction would be impeded. Such a dichotomy does not appear contemplated by the Congressional authorization to both own and lease facilities.

In addition to *Johnson v. Maryland, supra*, the Postal Service relies upon a series of cases where courts have relied upon the supremacy clause to preempt local laws conflicting with the postal laws. See,   *U.S. v. City of Pittsburg, Cal.*, 661 F.2d 783 (9th Cir.1981);  *U.S. Postal Service v. Town of Greenwich, Conn.*, 901 F.Supp. 500 (D.Conn., 1995);  *Middletown Tp. v. N/E Regional Office, U.S. Postal Service*, 601 F.Supp. 125 (D.N.J., 1985);  *Crivello v. Board of Adjustment of Borough of Middlesex*, 183 F.Supp. 826 (D.N.J.1960); *City of North Miami, Fla. v. Grant-Sholk Construction Co.*, 237 F.Supp. 573 (S.D.Fla., 1965);  *Breeze v. Town of Bethlehem*, 151 Misc.2d 230, 573 N.Y.S.2d 122 (N.Y.Sup., 1991);  *Thanet Corp. v. Board of Adjustment of Princeton Tp.*, 108 N.J.Super. 65, 260 A.2d 1 (N.J.Super.A.D., 1969). Two of these cases are very close factually to this case.

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the contractor, to obtain a building permit. The district court concluded that the building code enforcement procedures did not apply to the Postal Service, the lessor, or the contractor:

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The Postal Reorganization Act in direct and unmistakable terms gives the Postal Service the discretion to either purchase or lease real property in furtherance of its mission of providing postal services to our nation. To impose the impediment of state and

local zoning and land use regulation upon the Postal Service's discretion, in cases where the Postal Service has determined that a lease arrangement would be most appropriate, would result in a direct and unauthorized intrusion upon the United States Government's power to select the location and manner of site acquisition for necessary postal facilities.

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In the face of this authority, the City makes two primary arguments. First, the City argues it is merely requiring a private contractor that is doing work on privately owned property to obtain a building permit and abide by the building code. The City contends that the legal incidence of its regulation falls upon the contractor, not the Federal Government or its instrumentalities, and thus enforcement of the requirements is not prohibited by the supremacy clause. However, this argument is not tenable in light of *Johnson v. State of Maryland*, *supra* (postal employee) or *Miller v. Arkansas*, *supra* (contractor) where in both cases the entity actually subject to a local regulation was not the government itself but its employee or contractor. *See also*,  *Gartrell Const. Inc. v. Aubry*, 940 F.2d 437 (9th Cir.1991).³

Secondly, the City argues that in the event there is a conflict between federal and local regulations, application of the supremacy clause requires a balancing of the local interests against the federal interests. The City derives its balancing test from  *DeKalb County, Ga. v. Henry C. Beck Co.*, 382 F.2d 992 (5th Cir.1967) and  *U.S. v. Town of Windsor, Conn.*, 765 F.2d 16 (2d Cir.1985); *Public Housing Administration v. Bristol Tp.*, Bucks County, Pa., 146 F.Supp. 859 (E.D.Pa.1956).

The City is correct that both *DeKalb* and *Town of Windsor* speak of “balancing” the state and local interest in enforcing their regulations against the federal government's interest in opposing the regulation. *See DeKalb County, Ga. v. Henry C. Beck Co.*, *supra* at 996; *U.S. v. Town of Windsor, Conn.*, *supra*, at 19. However, it is not at all apparent that “balancing” as used in these decisions authorizes a court to compare or weigh the relative strength of the governmental interests involved.⁴

*1465 [3] The test as delineated by the Supreme Court requires an assessment of whether a state or local government regulation intrudes or interferes with activities of the federal government. If it does, the regulation is barred by the supremacy clause regardless of the weight or importance of the local regulation. Examination of the regulation is limited to determining whether the impact on the government's activity is incidental or intrusive.⁵ See, [Perez v. Campbell](#), 402 U.S. 637, 91 S.Ct. 1704, 29 L.Ed.2d 233 (1971); [Hines v. Davidowitz](#), 312 U.S. 52, 61 S.Ct. 399, 85 L.Ed. 581 (1941).

To impose the impediment of state and local building regulations would result in a direct and unauthorized intrusion upon the Postal Service's ability to select the location, design and manner of site acquisition for necessary postal facilities. Consequently, the court finds that plaintiff's project to construct a postal facility on privately owned land, for use as a postal facility, pursuant to a lease agreement with B.H. Ventures, is immune from the City's building permit regulations.

Based on the foregoing, it is

ORDERED AND ADJUDGED that the local building code does not apply to the Postal Service, the lessor, and/or the building contractor for the construction of the subject premises; the City of Hollywood, Florida is permanently enjoined from all current and future actions against the Postal Service, its contractors, subcontractors, and/or its lessor for the Postal Service's failure to secure a general building permit; and is granted judgment declaring that plaintiff's construction of a leased facility that will be used exclusively by the United States Postal Service is immune from and not subject to the City of Hollywood and local building permit requirements so long as the facility is used for federal postal purposes. It is further

ORDERED AND ADJUDGED that the plaintiff, United States Postal Service, shall submit a proposed Final Judgment within ten (10) days of the date of this order.

All Citations

974 F.Supp. 1459, 11 Fla. L. Weekly Fed. D 185

Footnotes

- 1 The stipulated facts are contained in a Joint Stipulation of Facts and Disputed Facts served July 28, 1997. References to the transcript of the trial and to exhibits at trial are as follows: (Tr., Ex.).
- 2 The City makes three arguments with respect to its claim to be able to require permits for leased facilities. First, the City argues that its safety interest is greater because of the temporary nature of federal occupancy; in this case, the lease is for ten years with allowance for two additional five year extensions. Second, the City points out that this postal store will share occupancy in a "strip" shopping center with other tenants with a common roof, walls and other parts. Finally, the City argues that its public safety concerns extend to facilities owned by the Postal Service but it recognizes that regulation of owned facilities is precluded by law. (Tr. 37–38; 119–20.)
- 3 The City attempts to bolster its argument with a line of cases involving state and local taxation of government contractors. See, [United States v. New Mexico](#), 455 U.S. 720, 102 S.Ct. 1373, 71 L.Ed.2d 580 (1982) and [United States v. Tax Commission of Mississippi](#), 421 U.S. 599, 95 S.Ct. 1872, 44 L.Ed.2d 404 (1975). These cases establish that a federal contractor cannot escape payment of non-discriminatory gross receipts or sales taxes where state law makes the contractor but not the United States liable for payment of the tax. This "legal incidence" rule has been formulated in the tax area but has not been used where a state by regulation interferes with federal instrumentalities or agents.
- 4 In *DeKalb*, the Fifth Circuit held that the record on summary judgment did not provide sufficient information concerning local action and policy and federal policy "that could serve as a basis for decision on a delicate federal-state matter." [382 F.2d at 997](#). The court reversed summary judgment in favor of a contractor that

the county could not assess and collect a building permit fee. The county asserted that it had not done or proposed to do anything other than collect the fee and the court pointed out that the record did not reflect the extent, if at all, the county used, or attempted to use, the permit requirement for assertion of authority over federal construction. In *United States v. Town of Windsor, Conn., supra*, the Second Circuit held that the supremacy clause precluded the town from enforcing permit and fee provisions against a contractor hired by General Electric to expand a nuclear facility it managed for the federal government. The City relies upon language in the opinion where the court states: “[t]hese buildings are not like a V.A. hospital or public housing project which members of the public would be expected to use. If they were, the town's interest in protecting the public by enforcing public safety rules would at least be understandable.” [765 F.2d at 19](#). In neither case is the discussion of balancing necessary to the holding.

- 5 The City has not pointed to any standards that could guide the Court in attempting to balance the relative interests of the federal or local government. In the absence of such standards, such an approach would appear difficult. If a balancing of interests were to be used in this case, however, since the public safety concerns are shared by both levels of government, the interest of the Postal Service in a uniform system for construction and design of its facilities would be paramount.



Memo

Mark Kordus
Neighborhood Improvement Coordinator
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mkordus@stevenspoint.com

To: Public Protection Committee
From: Mark Kordus
CC: Jarod Kivela & Andrew Beveridge
Date: 1/12/26
Subject: 1320 Main St. (parking lot behind main building off of College Ct.) – Case RAC-2025-0880

On 9/18/25 based off a complaint, numerous noxious weeds and grasses were observed exceeding the 8" height standard. A notice was sent that same day giving the owner until 9/30/25 to correct. On 10/1/25 a reinspection occurred and the condition was unchanged and an abatement order was sent. The abatement occurred on 10/12/25. No one had contacted our department on behalf of the owner after the initial order was sent or the follow up invoice for abatement fees were levied. The ownership of the property in question is a private for profit company; Wisconsin Postal Holdings, LLC. They had also made the same claim of federal immunity unsuccessfully in 2019 for snow order violations.



Oct 12, 2025 at 2:26:55 PM
1377-1399 College Ct
Stevens Point WI 54481
United States





Thursday, September 18, 2025

ID#: RAC-2025-00880

WISCONSIN POSTAL HOLDINGS, LLC
75 COLUMBIA AVE
CEDARHURST, NY 11516-2011

**NONCOMPLIANCE NOTICE:
TALL GRASS OR NOXIOUS WEEDS AT COLLEGE CT**

Dear Wisconsin Postal Holdings, LLC,

An inspection of the property located at COLLEGE CT was made on . As a result of this inspection, the condition below was observed:

Condition:

- o Grass and weeds exceed nuisance height please bring in the compliance prior to the due date to avoid city, abatement and service fees. Must be corrected by: 09/30/2025
Excessive weeds/grass at nuisance height. 21.03(21): Lawn Maintenance. The owner of any property within the City shall maintain their lawn, grasses and weeds, to a length not to exceed eight (8) inches. If a property is found to exceed this height standard or is determined to be a public nuisance by the Code Official, a notice shall be served to the property owner giving them a minimum of 7 days from the date the notice is mailed, to correct. If the nuisance is not corrected after that time period, upon re-inspection the City shall have it abated by City or contracted staff and the actual costs for abatement, plus any applicable municipal service fees shall be charged to the owner. Properties exempt from these requirements shall be the following: a. Any properties which have been deemed by the Code Official as undeveloped (the property has no dwelling on it or does not constitute a zoning lot and/or can be further subdivided) or agricultural parcels. These properties would only be required to maintain the area within the road right of way up to and including three (3) feet beyond the edge of public rights of way, in addition to any applicable vision triangle requirements per the Zoning code. b. If a property owner has submitted a Vegetation Management Plan and received approval from the Code Official for a Native Lawn. Those properties would be exempt from these provisions, so long as they are in compliance with the approved Vegetation Management Plan, are maintaining vegetative growth along adjoining neighboring property lines, and any applicable conditions within the approved plan.



The condition described above is not in compliance with the referenced Municipal Code, WI Admin Code, & WI

www.stevenspoint.com

#RAC-2025-00880

Page 1 of 2

Statutes, which states, 'the provisions of these codes shall apply to all existing premises and constitute the minimum requirements and standards for property conditions'. Case details may be requested at communitydevelopment@stevenspoint.com.

This is your official notice that you will need to bring the property into compliance by properly abating such conditions within the timeline indicated. A re-inspection will occur to verify if the condition(s) is abated prior to 09/30/2025. Please contact the issuing inspector if this date needs to be adjusted before the scheduled re-inspection. Grants or low interest loans may be available to local homeowners, to verify funding availability please visit stevenspoint.com/595/Homeowner-Help

Failure to correct the condition(s) described above will result in the issuance of a \$100.00 service charge, as well as, enforcing the penalty provisions described in the Stevens Point Municipal Code, with the any unpaid charges assessed against the real estate as a special charge.

Please note that if work is being performed, or slated to be performed, it may require a building permit. Inquire with our office to verify if a building permit is needed. If you require assistance or have any additional questions regarding this matter, please contact the issuing inspector.

Sincerely,

A handwritten signature in black ink that reads "Mark Kordus".

Mark Kordus
Neighborhood Improvement Coordinator
mkordus@stevenspoint.com
715-346-1567



Friday, October 17, 2025

ID #: RAC-2025-00880
 INVOICE #: 202500400

WISCONSIN POSTAL HOLDINGS, LLC
 75 COLUMBIA AVE
 CEDARHURST, NY 11516-2011

INVOICE FOR SERVICE(S)
TALL GRASS OR NOXIOUS WEEDS AT COLLEGE CT

Dear Wisconsin Postal Holdings, LLC,

On or about 09/18/25 an order was issued on the above described property, or a violation was abated relating to TALL GRASS OR NOXIOUS WEEDS. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o **Violation**

Excessive weeds/grass at nuisance height. 21.03(21): Lawn Maintenance. The owner of any property within the City shall maintain their lawn, grasses and weeds, to a length not to exceed eight (8) inches. If a property is found to exceed this height standard or is determined to be a public nuisance by the Code Official, a notice shall be served to the property owner giving them a minimum of 7 days from the date the notice is mailed, to correct. If the nuisance is not corrected after that time period, upon re-inspection the City shall have it abated by City or contracted staff and the actual costs for abatement, plus any applicable municipal service fees shall be charged to the owner. Properties exempt from these requirements shall be the following: a. Any properties which have been deemed by the Code Official as undeveloped (the property has no dwelling on it or does not constitute a zoning lot and/or can be further subdivided) or agricultural parcels. These properties would only be required to maintain the area within the road right of way up to and including three (3) feet beyond the edge of public rights of way, in addition to any applicable vision triangle requirements per the Zoning code. b. If a property owner has submitted a Vegetation Management Plan and received approval from the Code Official for a Native Lawn. Those properties would be exempt from these provisions, so long as they are in compliance with the approved Vegetation Management Plan, are maintaining vegetative growth along adjoining neighboring property lines, and any applicable conditions within the approved plan.



Type	Amount
Inspection after Initial Notice	\$100.00
Weed Removal Abatement	\$52.17

Sales Tax: Weeds	\$2.87
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Balance Due: \$155.04

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: WISCONSIN POSTAL HOLDINGS, LLC
 Customer/Parcel No: 240832202801
 Invoice: 202500400

Make Checks Payable and Remit to:
 City of Stevens Point
 1515 Strongs Avenue
 Stevens Point, WI 54481

Amount Due: \$155.04

Or pay online: stevenspoint.com/invoice



Memo

Mark Kordus
Neighborhood Improvement Coordinator
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mkordus@stevenspoint.com

To: Public Protection Committee
From: Mark Kordus
CC: Jarod Kivela & Andrew Beveridge
Date: 1/14/26
Subject: 2809 Water St. – Case RAC-2025-1058

On 12/3/25 around 1:30 PM an unshoveled sidewalk was observed at 2809 Water St. in response to a 3.8" snowfall event on 11/30/25. On 12/4/25 at approximately 1:00 PM the city abatement contractor removed the snow.





Record of Climatological Observations

These data are quality controlled and are identical to the original observations.
 Generated on 12/17/2025

Current Location: Elev: 1079 ft. Lat: 44.5115° N Lon: 89.5853° W
 Station: STEVENS POINT, WI US USC00478171

Year	Month	Day	Temperature (F)			Precipitation				
			"24 Hrs. Ending at Observation Time"		At Obs.	24 Hour Amounts Ending at Observation Time				
			Max.	Min.		Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	At Obs. Time Snow, Ice Pellets, Hail, Ice on Ground (in)
2025	11	01								
2025	11	02								
2025	11	03								
2025	11	04								
2025	11	05								
2025	11	06								
2025	11	07								
2025	11	08								
2025	11	09								
2025	11	10								
2025	11	11								
2025	11	12								
2025	11	13								
2025	11	14								
2025	11	15								
2025	11	16								
2025	11	17								
2025	11	18								
2025	11	19								
2025	11	20								
2025	11	21								
2025	11	22	44	21	24	0.00		0.0		0.0
2025	11	23	45	24	32	0.00		0.0		0.0
2025	11	24	47	30	36	0.00		0.0		0.0
2025	11	25	49	36	42	0.02		0.0		0.0
2025	11	26	47	27	28	0.36				0.0
2025	11	27	29	23	25	0.05		0.7		1.0
2025	11	28	28	19	21	0.00		0.0		1.0
2025	11	29	24	18	20	0.00		0.0		1.0
2025	11	30	27	19	23	0.26		3.8		3.0
Summary			38	24		0.69		4.5		

Record of Climatological Observations

These data are quality controlled and are identical to the original observations.
 Generated on 12/17/2025

Current Location: Elev: 1079 ft. Lat: 44.5115° N Lon: 89.5853° W
 Station: STEVENS POINT, WI US USC00478171

Year	Month	Day	Temperature (F)			Precipitation				
			"24 Hrs. Ending at Observation Time"		At Obs.	24 Hour Amounts Ending at Observation Time				
			Max.	Min.		Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	At Obs. Time Snow, Ice Pellets, Hail, Ice on Ground (in)
2025	12	01	29	9	12	0.00		0.0		3.0
2025	12	02	19	11	14	0.04		0.5		3.0
2025	12	03	26	14	24	0.02		0.5		4.0
2025	12	04	24	-4	-4	0.00		0.0		4.0
2025	12	05	18	-4	17	0.00		0.0		4.0



Monday, December 8, 2025

ID #: RAC-2025-01058
INVOICE #: 202500425

MITCHELL R. MISKOSKI
4926 SAINT ANNES DR
MIDDLETON, WI 53597-8823

INVOICE FOR SERVICE(S)
SNOW AND ICE REMOVAL - SIDEWALK AT 2809 WATER ST

Dear Mitchell R. Miskoski,

On or about 12/03/25 an order was issued on the above described property, or a violation was abated relating to SNOW AND ICE REMOVAL - SIDEWALK. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o Violation

Snow and Ice Removal 16.06 (1): 16.06 (1) Removal from Sidewalks. The owner, occupant or person in charge of any building fronting upon or adjoining any street, and the owner or person in charge of an unoccupied dwelling or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such building, or unoccupied lot or dwelling, which on corner lots shall include the sidewalk or ramps extending to the street, of snow and ice from such sidewalk and cause same to be kept clear of snow and ice, provided that when ice has formed on any sidewalk that it cannot be removed, the persons herein referred to shall keep the same sprinkled with ashes, sawdust, or sand. In the event of a snow storm, accumulated snow shall be removed from the abutting sidewalk by the owner or occupant of any premises within twenty-four hours after the snow ceases to fall, except on those streets or portions thereof where no boulevard is located, in which case snow shall be removed within 48 hours. (2) City May Remove and Place on Tax roll. Whenever the owner or occupant of any lot or premises shall neglect or fail to remove the snow or ice in front of the same for twenty-four hours, the city inspection department shall cause such snow to be removed, provided that when ice has so formed on any sidewalk that it cannot be removed, the same shall be sprinkled with sand, and when completed, the city clerk shall prepare a bill of cost thereof, describing the real estate in front of which the work is done; if the cost of removal is not paid, it shall be placed in the next tax roll by the clerk in a separate column to be called 'snow removal' and the same shall be collected in the like manner as other taxes are collected. (3) No owner, occupant, or person shall place any snow or ice on or into any sidewalk, street, or alley without permission from the Public Works Director.



Type	Amount
Inspection without Notice	\$50.00
Snow Removal Abatement	\$29.00

Balance Due: \$79.00

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: MITCHELL R. MISKOSKI
Customer/Parcel No: 230805101505
Invoice: 202500425

Make Checks Payable and Remit to:
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Amount Due: \$79.00

Or pay online: stevenspoint.com/invoice



Deliver To:
City Clerk's Office
Attn: Administrative Appeals Board
1515 Strongs Avenue
Stevens Point, Wi 54481

PROPERTY APPEAL FORM

or Email To:
clerk@stevenspoint.com

Enclosed is a notice and/or service charge issued by the Inspection Department of the City of Stevens Point. To dispute or contest this notice and/or charge, a formal written letter must be submitted to the Administrative Appeals Board. This request must be in writing, in a manner which is legible, or typed and submitted (hard copy or electronically) to the City Clerk's Office. Under City Ordinance 3.56, any person aggrieved by a notice and/or charge issued in connection with any alleged violation may file a request for a hearing with the Administrative Appeals Board for review of the case.

The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. While not mandatory, you are highly encouraged to attend the meeting.

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 2809 Water St OWNER OF PROPERTY: Mitchell Miskowski

INDIVIDUAL FILING APPEAL: Maddie Machowski RELATION TO PROPERTY: Tenant

CONTACT PHONE [Redacted]

ALLEGED VIOLATION: Snow and Ice Removal-Sidewalk VIOLATION ID #: RAC-2025-01058

HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): No [checked] Yes [] AGENT: _____

RESULTS OF THAT DISCUSSION:

[Empty box for results of discussion]

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

The violation shows a photograph of the snow bank that is located closest to the road. The photo does not show the condition of the sidewalk that is allegedly snow covered. I have attached photographs that were taken today, 12/14/25, that display the angle taken of the photograph in the violation and the sidewalks actual condition from the sidewalk view. The photograph's angle on the violation is disingenuous as it is not displaying the condition of the sidewalk. We are responsible renters and make sure to take care of the property on a regular basis. We have lived here for over 2 years, and have not have had any issues. Please reconsider the violation with

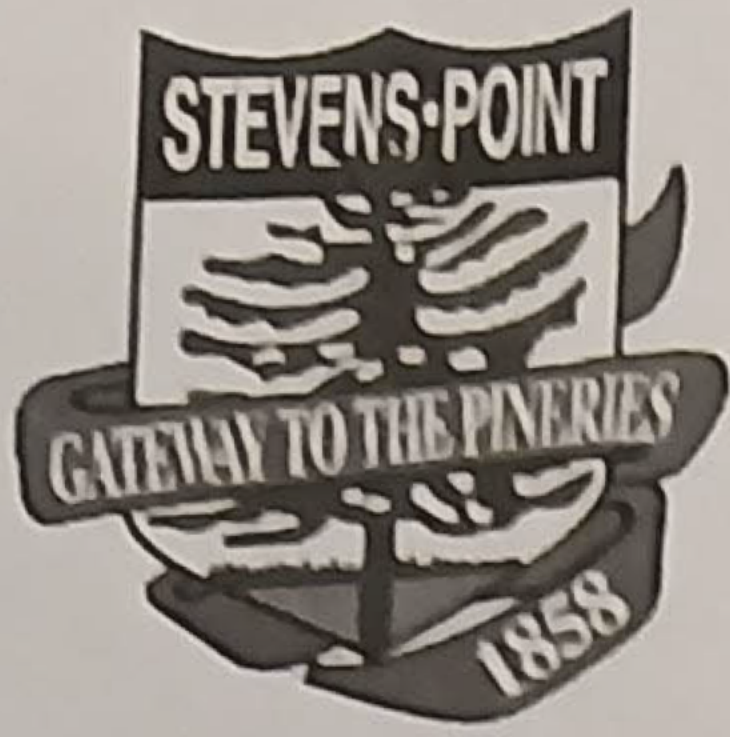
SIGNATURE OF APPELLANT: _____ DATE: 12/14/2025

PRINT NAME: Maddie A Machowski APPELLANT'S ADDRESS: 2809 Water St Stevens Point Wi, 54481









Deliver To:
City Clerk's Office
Attn: Administrative Appeals Board
1515 Strongs Avenue
Stevens Point, WI 54481

or Email To:
clerk@stevenspoint.com

PROPERTY APPEAL FORM

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The written or typed appeal must set forth the reasons for contesting the interpretation of City Code of Ordinances and/or the Notice of Noncompliance issued by the Inspection Department. The appeal must be submitted within 30 days after the date of issuance of the notice and/or charge. **While not mandatory, you are highly encouraged to attend the meeting.**

ALL INFORMATION BELOW IS REQUIRED FOR SUBMITTAL PRIOR TO A HEARING REVIEW

ADDRESS OF PROPERTY: 305 2nd St OWNER OF PROPERTY: Larry + Rebecca Kretzschmer
INDIVIDUAL FILING APPEAL: Rebecca Kretzschmer RELATION TO PROPERTY: owner
CONTACT PHONE: [REDACTED] EMAIL ADDRESS: [REDACTED]

ALLEGED VIOLATION: Bulk Waste at Curb Early VIOLATION ID #: RAC-2025-01045

HAVE YOU SPOKEN WITH THE ISSUING AGENT (REQUIRED): NO YES AGENT: _____

RESULTS OF THAT DISCUSSION:

PLEASE STATE THE SPECIFIC REASONS YOU BELIEVE THE ORDINANCE VIOLATION(S) WERE UNFOUNDED, INCORRECT, OR WITHOUT BASIS. PLEASE NOTE THAT YOU MAY ONLY APPEAL THE ORDINANCE DETERMINATION, ANY DISAGREEMENT WITH THE CHARGE AMOUNTS IS NOT A VALID REASON FOR APPEAL, AS THOSE ARE DETERMINED BY ORDINANCE. YOU MAY ATTACH ADDITIONAL SHEETS OR DOCUMENTS AS NEEDED.

We placed the item ~~in our driveway~~ in our lawn for free. We never saw a "slip" on it, like seen in the picture you sent. When we placed the item in our lawn, we put a free sign on it, and someone had promised to pick it up at the end of the week. We were not aware that you are not supposed to place items in your lawn for free, as we see it often around town. We won't let it happen again.

SIGNATURE OF APPELLANT: Rebecca J Kretzschmer DATE: 12/26/2025
PRINT NAME: Rebecca Kretzschmer APPELLANT'S ADDRESS: 305 2nd St ST Pt



Memo

Mark Kordus
Neighborhood Improvement Coordinator
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mkordus@stevenspoint.com

To: Public Protection Committee
From: Mark Kordus
CC: Jarod Kivela & Andrew Beveridge
Date: 1/12/26
Subject: 305 Second St. – Case RAC-2025-1045

On 12/2/25 around 2:30 PM a cabinet was observed at the curb and a pink tag was placed on the item. On 12/4/25 at about 10:00 AM a reinspection occurred and the item was still present. On 12/8/25 at 12:30 PM the item was removed by the City's abatement contractor, 6 days after it was originally tagged. No one contacted the City during this process or as part of the appeal.





Dec 8, 2025 at 12:36:50 PM
305 Second St
Stevens Point WI 54481
United States



Friday, December 12, 2025

ID #: RAC-2025-01045
INVOICE #: 202500459

LARRY KRETZSCHMER
305 SECOND ST
STEVENS POINT, WI 54481

INVOICE FOR SERVICE(S)
BULK WASTE AT CURB EARLY AT 305 SECOND ST

Dear Larry Kretzschmer,

On or about 12/02/25 an order was issued on the above described property, or a violation was abated relating to BULK WASTE AT CURB EARLY. As a result, the associated fees for the preparation of the Order and/or the abatement of the violation(s) are as follows:

o Violation

Debris or interior items outside the dwelling: 21.03(9) No owner or occupant of a premise or premise unit shall accumulate rubbish, trash boxes, lumber, scrap metal, appliances, vehicle parts, tires, dilapidated or inoperable items, or any other material or furniture designed for interior use on the premises such that it is exposed to the weather for longer than 24 hours in such a manner that may be unsightly to, incompatible with, or repugnant to the residential or commercial neighborhood. Bulk wood storage shall be adequately supported or stacked so as not to pose a hazard to person or property, and shall not be placed within any accessory structure setback areas, with an exception for up to one face cord of wood for personal use may be stored adjacent to the primary dwelling. This section shall not apply to properties with an active building permit



Type	Amount
Inspection after Slip	\$75.00
Nuisance Abatement	\$69.58

Balance Due: \$144.58

Case details, as well as abatement photographs, may be requested at communitydevelopment@stevenspoint.com. Please reference the case number or property address. To dispute or contest this letter, a completed Property Appeal Form must be submitted to the Administrative Appeals Board within 30 days. The form is available online at stevenspoint.com/neighborhood, or a hard copy may be requested from our office. Please note that you may only appeal the ordinance determination. Disagreement with the



charge amounts is not a valid reason for appeal, as those are determined by ordinance. Sidewalk snow and ice abatement orders are enforced through City Ordinance 16.06. General refuse and items left at the curb or within the right-of-way, and removed by the City, are enforced through City Ordinances 21.03 and 24.06.

* Please remit payment to the City of Stevens Point within 30 days from the date on this notice. Please be informed that if payment has not been received by this date, these fees will be assessed against the real estate as a special charge.

Effective November 1, 2005 – The City of Stevens Point Reserves the right to process your check electronically. So, when paying by check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic charge to your account at the financial institution indicated on the check. This electronic debit will be for the amount on your check. Please Detach at Dashed Line and Return With Remittance.

Customer Name: LARRY KRETZSCHMER
Customer/Parcel No: 240829300315
Invoice: 202500459

Make Checks Payable and Remit to:
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Amount Due: \$144.58

Or pay online: stevenspoint.com/invoice