

**City of Stevens Point
REGULAR COUNCIL MEETING**

**Council Chambers
County-City Building**

**November 19, 2012
7:00 P.M.**

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Consideration and possible action of the minutes of the Common Council meeting of October 15, 2012 and the Special Common Council meeting of October 22, 2012.
4. *Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.
5. Persons who wish to address the Mayor and Council for up to three (3) minutes on a non-agenda item.

Consideration and Possible Action on the Following:

6. Minutes and actions of the Plan Commission meeting of November 5, 2012.
7. Resolution – 3447 Minnesota Avenue (Hedquist) Removal of First Right of Refusal Condition.
8. Resolution - Accept the dedication of land at the northeast corner of Highway 10 and Badger Road.
9. Minutes and actions of the Public Protection Committee meeting of November 12, 2012.
10. Minutes and actions of the Finance Committee meeting of November 12, 2012.
11. Artwork Purchase Agreement for Sculpture Park.
12. Resolution – Authorization to apply for the Wisconsin Plant Recovery Initiative Grant.
13. Minutes and actions of the Board of Public Works meeting of November 12, 2012.
14. Ordinance Amendment – Sects. 9.05(g) and 9.06(a) of the RMC – Creation of No Parking and Stop signs on newly developed Third Street.
15. Minutes and actions of the Board of Water & Sewerage Commissioners meeting of November 12, 2012.
16. Minutes and actions of the Board of Park Commissioners meeting of November 7, 2012.

17. Minutes and actions of the Transportation Commission meeting of September 26, 2012.
18. Minutes and actions of the Police and Fire Commission meeting of November 7, 2012 and the Special Police and Fire Commission meeting of October 24, 2012.
19. Statutory Monthly Financial Report of the Comptroller-Treasurer.
20. Creation of Zoning Code Rewrite Advisory Committee and Related Appointments.
21. Motion to adjourn into closed session pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (providing certain incentives to a developer – i.e. TIF District #6 Grant and use of public parking lot).
22. Adjournment.

RMC – Revised Municipal Code

Persons who wish to address the Common Council may make a statement as long as it pertains to a **specific** agenda item. Persons who wish to speak on an agenda item will be limited to a five (5) minute presentation. Any person who wishes to address the Common Council on a matter which is not on the agenda will be given a maximum of three (3) minutes and the time strictly enforced under the item, "Persons who wish to address the mayor and council on non-agenda items." Individuals should not expect to engage in discussion with members of the City Council and City staff.

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD #346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

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

RESOLUTION

[3447 MINNESOTA AVENUE (HEDQUIST) – REMOVAL OF RIGHT OF FIRST REFUSAL CONDITION]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, does hereby remove the right of first refusal condition on the attached land contract for the property located at 3447 Minnesota Avenue, City of Stevens Point, Portage County, Wisconsin.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: November 19, 2012

Adopted: November 19, 2012

Drafted by: Michael Ostrowski

Return to: City Clerk

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$..... its insurable value but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other monies shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: covenants and conditions attached.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys' fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 31st day of December 1985
John Patrick Hedquist (SEAL) CITY OF STEVENS POINT, Vendor
John Patrick Hedquist, Purchaser
Susan Joy Clausen-Hedquist (SEAL) BY: Michael D. Haberman, Mayor
Susan Joy Clausen-Hedquist, Purchaser Barbara Kranig, Clerk

AUTHENTICATION

Signature(s)
.....
authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not,
authorized by § 700.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
LOUIS J. MOLEPSKE, ATTORNEY
Stevens Point, Wisconsin

(Signatures may be authenticated or acknowledged, both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN
.....
Portage County, Wis.
Personally came before me this 31st day of
December, 1985, the above named
Michael D. Haberman, Barbara Kranig,
John Patrick Hedquist and Susan Joy
Clausen-Hedquist

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Louis J. Molepske
Notary Public Portage County, Wis.
My Commission is permanent (if not, state expiration date:, 19.....)

388883

Vol 470 Page 379

Attachment to Land Contract; City of Stevens Point/Hedquist

COVENANTS AND CONDITIONS

1. The property may be used only for single family dwelling purposes as long as zoned residential.

2. No structures may be built on the property without City's permission. Provided, however, this condition does not prohibit:

- (a) Repair and rebuilding of present structures;
- (b) Erection of fences, dog house (for household pets only), additions to and extensions of existing structures consistent with single family residential use.

3. In the event the Purchaser desires to sell the real estate, the City shall have the right of first refusal, as follows: In the event Purchaser receives a bonified offer to purchase the property, which Purchaser is willing to accept, Purchaser shall deliver a copy of such offer forthwith to Vendor. Vendor shall, within thirty (30) days thereafter, notify Purchaser, in writing, that Vendor does or does not wish to purchase the property at the same price and on the same terms and conditions as set forth in such offer. Such written notice by Vendor indicating Vendor does wish to exercise this right of first refusal shall, together with such offer, constitute an agreement between Purchaser and Vendor to sell and purchase the property at such price and on such terms and conditions.

4. Vendor agrees to connect water, hot water heater, electrical and furnace and further repair the rear door window so as to provide for occupancy for Purchaser. Vendor further warrants that it will repair and maintain the roof up to December 31, 1986.

RESOLUTION

[OUTLOT 2 – SCHIERL GAS STATION DEVELOPMENT]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, does hereby accept the donation of land at the northeast corner of Highway 10 and Badger Road, identified as OUTLOT 2 on the attached map, located in the Northwest Quarter of the Northeast Quarter of Section 36, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Approved:

Andrew J. Halverson, Mayor

Attest:

John Moe, City Clerk

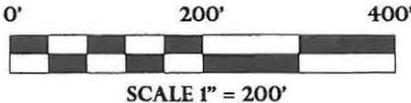
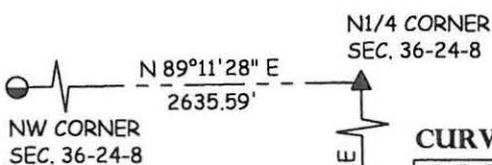
Dated: November 19, 2012

Adopted: November 19, 2012

Drafted by: Michael Ostrowski

Return to: City Clerk

OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP #8701, BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP #7102; ALL LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.



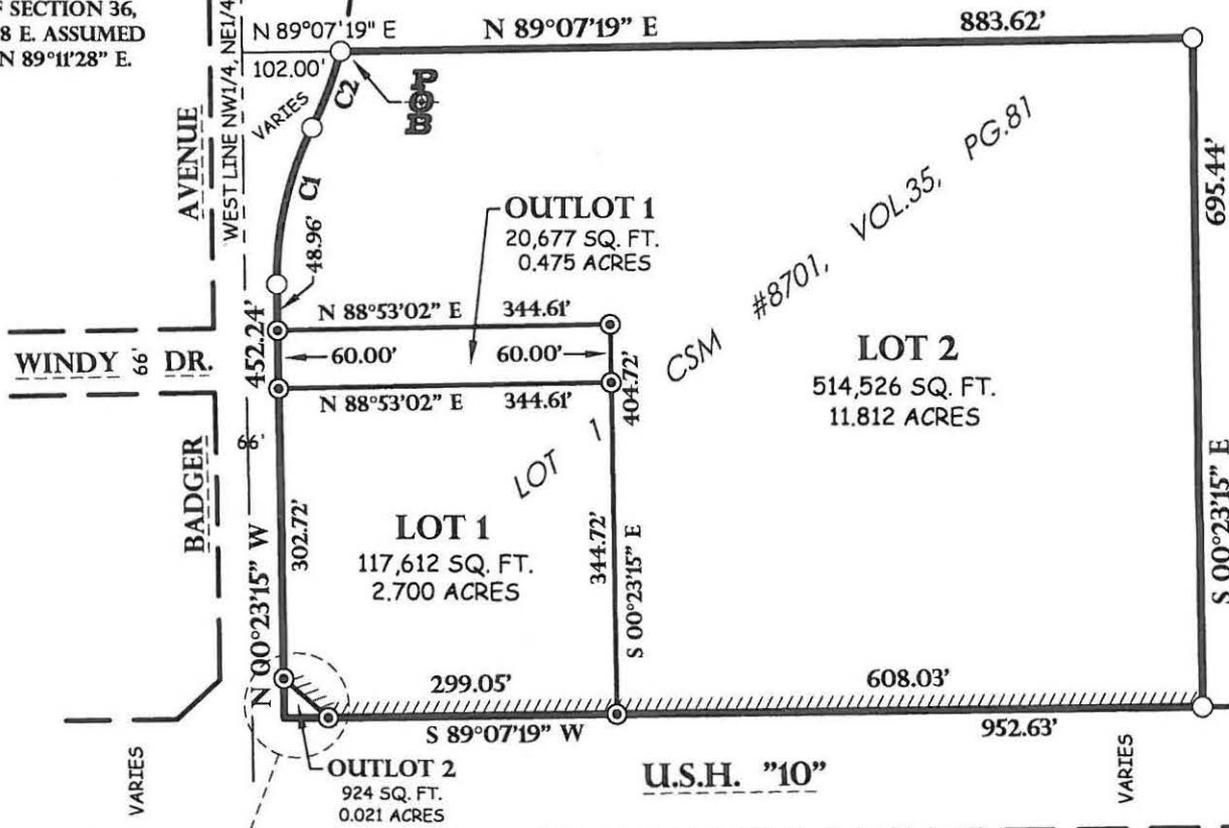
CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	366.98'	169.74'	168.23'	N 12°51'43" E	26°30'04"
C2	433.00'	85.77'	85.63'	N 20°26'15" E	11°20'56"

BASE FOR BEARING

THE NORTH LINE OF THE NW 1/4 OF SECTION 36, T 24 N, R 8 E. ASSUMED TO BEAR N 89°11'28" E.

LOT 2 CSM #8701, VOL.35, PG.81



OUTLOT NOTES

OUTLOT 1 CREATED FOR THE PURPOSE OF ACCESS TO LOTS 1 AND 2 OF THIS SURVEY.

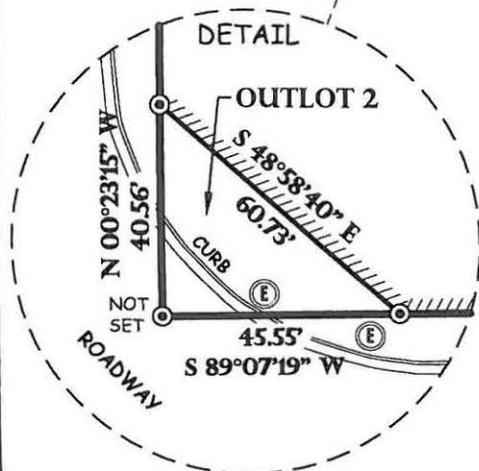
OUTLOT 2 CREATED FOR THE PURPOSE OF CONEYANCE TO THE CITY OF STEVENS POINT FOR STREET PURPOSES.

LEGEND

- ⊙ 3/4" O.D. X 18" IRON BAR SET WEIGHING 1.50 LBS/LIN. FT.
- 1" I.D. IRON PIPE FOUND
- 1 1/4" O.D. IRON BAR FOUND
- ▲ MAG NAIL FOUND
- ⓔ ELECTRIC MAHMHOLE
- //// NO ACCESS



10/12/12



Land Surveying
Engineering
Donald J. Buza, RLS #2338
5709 Windy Drive, Suite D
Stevens Point, WI 54482
715.344.9999(Ph) 715.344.9922(Fx)

THIS INSTRUMENT WAS DRAFTED BY DONALD BUZA AND DRAWN BY DONALD BUZA

FIELD BOOK 48 PAGE 45-48

JOB # 12.536

SHEET 1 OF 3 SHEETS

PORTAGE COUNTY CERTIFIED SURVEY MAP

I, Donald J. Buza, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all of Lot 1 of Certified Survey Map #8701, being part of Lot 1 of Certified Survey Map #7102 and located in the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin, described as follows:

Commencing at the Northwest 1/4 corner of Section 36, Township 24 North, Range 8 East; thence N 89°11'28"E along the North line of the Northwest 1/4 of said Section 36, 2635.59 feet to the North 1/4 corner of said Section 36; thence S 00°23'15"E along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 36, 557.32 feet; thence N 89°07'19"E, 102.00 feet to the point of beginning (POB) of the parcel to be described; thence N 89°07'19"E, 883.62 feet; thence S 00°23'15"E, 695.44 feet to the North line of U.S.H. "10"; thence S 89°07'19"W along the said North line of U.S.H. "10", 952.63 feet to the East line of Badger Avenue; thence N 00°23'15"W along the said East line of Badger Avenue, 452.24 feet; thence Northeasterly 169.74 feet along the arc of a curve along the said East line of Badger Avenue, concave Southeasterly, having a radius of 366.98 feet and whose long chord bears N 12°51'43"E, 168.23 feet; thence Northeasterly 85.77 feet along the arc of a curve along the said East line of Badger Avenue, concave Northwesterly, having a radius of 433.00 feet and whose long chord bears N 20°26'15"E, 85.63 feet to the point of beginning.

Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.

That I have made such survey, land division and plat by the direction of Parkdale Development, LLC.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Ordinances of Portage County and the Town of Hull in surveying, dividing and mapping the same.

Dated this 12th day of October, 2012.

WISCONSIN
DONALD J. BUZA
S-2338
CUSTER, WI
LAND SURVEYOR
Donald J. Buza
R.L.S. No. S-2338

CITY OF STEVENS POINT APPROVAL

I hereby certify this map and accompanying information is (approved) conditionally approved pursuant to the Building and Safety Ordinances of Stevens Point on the basis of the following (facts) (conditions):

- Conditions: (1) PLAN COMMISSION & COMMON COUNCIL ACCEPT THE LAND DEDICATION OF OUTLOT 2
(2) 80% OF THE AREA OF LOT 1 OF CSM. #8701 REC. IN VOL. 35 PAGE 81 BE MAINTAINED IN A NATURAL, UNDISTURBED AND UNDEVELOPED STATE WITH NO FERTILIZERS, CHEMICALS OR PESTICIDES BEING APPLIED. COMMUNITY DEVELOPMENT OFFICE
(3) OUTLOT 1 WILL REMAIN AS A PRIVATE DRIVE.

Brent Curless
Zoning Admin 10/12/2012

Prepared by:
Point Of Beginning, Inc.
5709 Windy Drive, Suite D
Stevens Point, WI 54482

Prepared for:
Parkdale Development, LLC
4701 Industrial Park Road
Stevens Point, WI 54481

Job # 12.536

PORTAGE COUNTY CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP LOT RESTRICTION

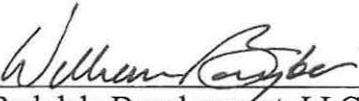
As required on Certified Survey Map #8701 recorded in Volume 35 on Page 81, the following restrictions apply to this certified survey map and any subsequent certified survey maps relating to such lands.

The following is the note that appears on Certified Survey Map #8701.

As a condition of the approval of the division of land into these lots, the lots shall be maintained by the owners or occupants so as to provide 80% of the area in a natural, undisturbed and undeveloped state with no fertilizers, chemicals or pesticides being applied to such 80% natural area.

This condition shall run with the land and shall insure to the benefit of the City of Stevens Point or the County of Portage, which shall have the right to enforce this restrictive covenant against any person or persons violating or attempting to violate this covenant either by restraining such violation or by recovering damages.

Such restriction shall continue until such time as the City of Stevens Point in its absolute discretion determines that such restriction is no longer necessary for the protection of its municipal water well system.

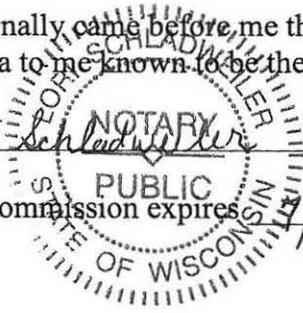

Parkdale Development, LLC – William Bayba

STATE OF WISCONSIN)
COUNTY OF PORTAGE)

Personally came before me this 12th day of October, 2012, the above named William Bayba to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

Don Schladweiler, Notary Public, Portage, Wisconsin.

My commission expires 4/17/2016.





10/12/12

ARTWORK PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2012, by and between the City of Stevens Point, a municipal corporation, hereinafter called the “Park” and Seed-Pods LLC, a _____ limited liability company, hereinafter called “Artist”, for the, purchase of one full-scale work of art by Artist called “*Landscape with Perspective*” hereinafter also referred to as “Work.”

WITNESSETH:

WHEREAS, funded by tax deductible donations made by Stewart M. Dansby/Mott Charitable Trust Foundation Mott Foundation Building, 503 S. Saginaw Street, Suite 1200, Flint, Michigan 48502-1851 to the Stevens Point Sculpture Park for the purchase of the Work that is currently installed at the Park and it to remain as a permanent sculpture installation in the Park.

WHEREAS, it was determined, based on the tax deductible donation for Park that the amount of \$75,000 was to be donated for the specific purpose of purchasing the Work of a public art sculpture for the Park. \$73,000 will be paid to the Artist for the purchase of the Work and \$2,000 will be donated to the Park for the long term maintenance of the Work in the Park.

WHEREAS, the Artist has designed, fabricated and delivered the Work to the Stevens Point Sculpture Park 900 2nd Street North Stevens Point, Wisconsin 54481.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, Park and Artist agree as follows:

Section I- ARTIST’S BASIC SERVICES

- A. All risk of destruction, or damage to the Work or any part thereof, from any cause whatsoever, shall be the responsibility of Artist until delivery, the Work (delivered in June 2011).

Section II- PARK RESPONSIBILITY

The Park shall provide the following:

- A. Upon delivery and acceptance of Work the risk of loss or damage shall be borne by the Park and insurance will be carried by the Park to repair any damage done to the Work in the Park due to weather or vandalism, unless the damage is of such a nature as determined in the sole judgment of the Park, to be financially or practically unfeasible to repair.

Section III- COMPENSATION AND PAYMENTS

- A. Following approval of this Agreement by the Stevens Point Sculpture Park payments shall be made to Artist as follows,
 - 1. Upon execution and approval of this Agreement and within 10 days receipt of payment - \$73,000 payment will be mailed to the Artist for the purchase of Work.
 - 2. Compensation and payment to Artist for all services pursuant this Agreement shall not exceed \$73,000.

Section IV- GENERAL CONDITIONS

- A. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.
- B. The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein

shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto in writing signed by both parties.

- C. All notices, requests and other communications which are required under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered mail as follows:

1. If the Park, to: Stevens Point City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

2. If the Artist, to: Edith G. Morrison
Seed-Pods LLC
2209 Sterlingwood Drive
Birmingham, AL 35243

Section V- ARTIST'S REPRESENTATIONS AND WARRANTIES

- A. Title. Artist warrants that the Work is solely the result of the Artistic efforts of the Artist and that it will be delivered to The Park free and clear of any liens, claims or other encumbrances of any type.

Section I- EXPLOITATION OF THE WORK AND REPRODUCTION RIGHTS

- A. Copyright. Artist retains all rights under 17 U.S.C. § 101 et seq. (the Copyright Act of 1976), subject to Section XII of this Agreement and all other rights in and to the Work except ownership and possession, except as otherwise provided in this Agreement. The Park shall have ownership and possession of the Work pursuant to this Agreement.
- B. Reproductions. Artist hereby authorizes the Park to make, and to authorize the making of, photographs and other reproductions of the Work for educational, public relations, arts promotional and other non-commercial purposes or commercial purposes when such use does not result in net revenue to the Park. In the case of such use by the Park, the artist shall be entitled to customary and

appropriate identification as the creator of the Work including publication of Artist's copyright notice as follows: © Deedee Morrison 2011. Such notice shall also be affixed to the Work in its location of permanent display and at any location of public display or exhibition.

- C. Label. The Park shall provide and install a plaque at the Location identifying the Work and the Artist. The Park agrees to consult with Artist on placement of the plaque at the Location.

Section II- CARE OF WORK AND RIGHT OF RECOVERY

All parties agree that any rights to Artist pursuant to the Visual Artists Rights Act (VARA) 17 U.S.C. § 106A *et seq.*, will be waived by Artist. Artist's initials _____ and date _____. However, the Park agrees that:

- A. The Park shall not intentionally destroy, damage, alter, modify or change the Work except when: 1) condition or security of the Work cannot be guaranteed as determined by the Park; 2) alterations may be made if maintenance substantially exceeds agreed upon recommendations as determined by the Park. The Park agrees that the Work shall be properly maintained, taking into account the instructions of Artist. If the Work deteriorates and is not reasonably maintained, the Artist may direct the Park to remove attribution of the Work.
- B. The Park shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work and shall consult with the Artist in the planning and execution of any such alteration. The Park shall make a reasonable effort to maintain the integrity of the Work except where determined in the sole judgment of the Park, to be financially or practically unfeasible to repair.

Section III- REPAIR AND RESTORATION

The Artist has the right to consult with the Park regarding repairs and restoration which are undertaken during the Artist's lifetime when it is practical to do so. To facilitate consultation, Artist shall notify the City Park's Director of any change in the Artist's permanent address. If the Artist is unable or unwilling to perform any necessary repairs or restoration, or if the Park desires to use someone other than the artist to repair or restore the work, the Park shall have such work performed in accordance with recognized principles of conservation as funding is available.

Section IV- REPUTATION

- A. Park's Commitment. The Park agrees that it will not use the Work or Artist's name in a way which reflects discredit on the Work or on the name or reputation of Artist as an artist. In the event the Work is in some way represented in a manner in which it was not intended by Artist, Artist has the right to request that the Work no longer be represented as the work of Artist.
- B. Artist's Commitment. Artist agrees that Artist will not make reference to the Work or reproduce the Work, or any portion thereof, in a way which reflects discredit on The Park or the Work.

Section V- REMOVAL OR RELOCATION OF WORK

The Work shall be placed in the location designated in Exhibit "A" of this Agreement. The Park agrees that it will attempt to notify the Artist if, for non-emergency reasons, the Work has to be removed and permanently relocated to a site not specified in Exhibit "A."

Section VI- SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the ____ day of _____, 2012.

ARTIST:
Seed-Pods LLC, a Limited Liability Company organized and existing under the laws of the State of _____

By: _____

Edith G. Morrison, Member
FIN / EIN#

Date: _____

CITY OF STEVENS POINT

By: _____

Date: _____

Andrew J. Halverson, Mayor

Attest: _____

Date: _____

John V. Moe, City Clerk

EXHIBIT



“A”

LANDSCAPE WITH PERSPECTIVE WATERCOLOR ILLUSTRATION AND ON-SITE PHOTO



Resolution of the City of Stevens Point

**Department of Natural Resources
Wisconsin Plant Recovery Initiative Assessment Money (WAM) -
Contractor Services Award**

A RESOLUTION authorizing the submittal of an award application for the Lullabye Site property, addressed as 1017 Third Street (Parcel ID: 2408-32-2003-01) by the Mayor of the City of Stevens Point and the subsequent appropriation of City of Stevens Point funds for WAM Contractor Services.

WHEREAS, the City of Stevens Point recognizes that the environmental assessment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, the City of Stevens Point will allow employees from the Department of Natural Resources access to inspect the award site or facility and award records; and

IT IS, THEREFORE RESOLVED THAT:

The City of Stevens Point Common Council requests services and assistance available from the Wisconsin Department of Natural Resources under the WAM Contractor Services Award program and will comply with state and federal rules for the program; and

HEREBY AUTHORIZES the Mayor of the City of Stevens Point to act on the behalf of the City of Stevens Point to: submit an application to the State of Wisconsin for contractor services under the WAM program, sign documents, and take necessary action to comply with approved award activities.

Adopted this 19th day of November, 2012, by a vote of: ____ in favor, ____ opposed, and ____ abstain.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: November 19, 2012
Adopted: November 19, 2012

Drafted by: Michael Ostrowski
Return to: City Clerk

November, 2012

TS-04-12

TRAFFIC STUDY

To the Board of Public Works:

The completion of Third Street between Main Street and Centerpoint Drive requires revisions to the Revised Municipal Code. The newly created intersection of Third Street and Centerpoint Drive and the intersection of Third Street and Main Street will require stop controls to be placed on the Third Street approach to each intersection. The Police Department and the Engineering Division of the Public Works Department recommend that a stop sign be placed at the new intersection of Third Street and Centerpoint Drive to stop north bound traffic before entering Centerpoint Drive and that a stop sign be placed at the new intersection of Third Street and Main Street to stop south bound traffic before entering Main Street. It is recommended that the following subsections of Chapter 9, Section 9.06(a) be created:

Section 9.06(a) Stop Signs

795. For north bound traffic on Third Street at Centerpoint Drive.

796. For south bound traffic on Third Street at Main Street.

In addition, the roadway width for Third Street between Main Street and Centerpoint Drive is not large enough to safely accommodate parking on either side of the roadway with the exception of the 5 parking stalls directly west of the former Dunham's Building. The Police Department and the Engineering Division of Public Works recommend that parking be restricted on Third Street between Main Street and Centerpoint Drive, except at the location previously mentioned and the following subsections of Chapter 9, Section 9.05(g) be created:

Section 9.05(g) No Parking

311. On the west side of Third Street from Main Street to Centerpoint Drive.

312. On the east side of Third Street from Main Street to a point 440 feet north of Main Street.

313. On the east side of Third Street from Centerpoint Drive to a point 95 feet south of Centerpoint Drive.

Scott Schatschneider
Director of Public Works

Thomas Zenner
Assistant Chief
Police Department

**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE OF THE
CITY OF STEVENS POINT, WISCONSIN**

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That subsection 311 of Chapter 9, Section 9.05(g) of the Revised Municipal Code, No Parking is hereby created to read as follows:

9.05(g) 311. On the west side of Third Street from Main Street to Centerpoint Drive.

SECTION II: That subsection 312 of Chapter 9, Section 9.05(g) of the Revised Municipal Code, No Parking is hereby created to read as follows:

9.05(g) 312. On the east side of Third Street from Main Street to a point 440 feet north of Main Street.

SECTION III: That subsection 313 of Chapter 9, Section 9.05(g) of the Revised Municipal Code, No Parking is hereby created to read as follows:

9.05(g) 313. On the east side of Third Street from Centerpoint Drive to a point 95 feet south of Centerpoint Drive.

SECTION IV: That subsection 795 of Chapter 9, Section 9.06(a) of the Revised Municipal Code, Stop Signs is hereby create to read as follows:

9.06(a) 795. For north bound traffic on Third Street at Centerpoint Drive.

SECTION V: That subsection 796 of Chapter 9, Section 9.06(a) of the Revised Municipal Code, Stop Signs is hereby created to read as follows:

9.06(a) 796. For south bound traffic on Third Street at Main Street.

SECTION VI: These ordinance changes shall take effect upon passage and publication.

APPROVED: _____
Andrew Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: November 5, 2012
Approved: November 19, 2012
Published: November 23, 2012

COMPTROLLER-TREASURER REPORT
for the period ending September 30, 2012

	Bal Sept. 1, 2012	Receipts	Disbursements	Bal Sept. 30, 2012
GENERAL OPERATING CASH	\$2,142,321.00	\$2,774,920.90	\$4,269,797.65	\$647,444.25
WATER & SEWER (CASH & INVEST)	\$7,377,681.40	\$847,544.47	\$794,673.88	\$7,430,551.99

INVESTMENTS	Bal Sept. 1, 2012	TRANSFER IN	TRANSFER OUT	Bal. Sept. 30, 2012
GENERAL	\$20,614,284.95	\$0.00	\$2,000,000.00	\$18,614,284.95
SPECIAL REVENUE	\$701,306.84	\$0.00	\$0.00	\$701,306.84
DEBT SERVICE	\$106,941.76	\$0.00	\$0.00	\$106,941.76
CAPITAL PROJECTS	\$13,813,738.34	\$0.00	\$0.00	\$13,813,738.34
ENTERPRISE	\$1,035,618.62	\$0.00	\$0.00	\$1,035,618.62
TRUST	\$87,520.89	<u>\$0.00</u>	<u>\$0.00</u>	\$87,520.89
TOTALS	<u>\$36,359,411.40</u>	<u>\$0.00</u>	<u>\$2,000,000.00</u>	<u>\$34,359,411.40</u>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$2,601,128.20	\$1,709,438.05	65.72%	GENERAL	\$21,937,007.00	\$17,131,016.51	78.09%
EMERGENCY GOVT	\$1,133,797.00	\$808,359.41	71.30%	TRANSIT	\$2,193,539.00	\$1,966,453.96	89.65%
POLICE	\$4,859,458.00	\$3,792,432.74	78.04%	AIRPORT	\$469,183.00	\$375,682.05	80.07%
FIRE	\$4,794,475.00	\$3,442,177.01	71.79%				
PUBLIC WORKS	\$5,791,871.00	\$4,151,041.04	71.67%				
PARK & REC	\$2,260,870.00	\$1,677,065.56	74.18%				
CAPITAL PROJECTS	\$459,108.00	\$270,956.55	59.02%				
TRANSIT	\$2,193,539.00	\$3,148,051.76	143.51%				
AIRPORT	\$469,183.00	\$411,170.03	87.64%				
DEBT SERVICE	\$4,475,293.00	\$3,939,443.47	88.03%				

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594
FAX 715-346-1530



Andrew J. Halverson
Mayor
715-346-1570

November 14, 2012

Members of the Common Council
Stevens Point, Wisconsin

The following advisory committee is recommended for your consideration.

Due to the inability in recent months to reach a quorum for the zoning code rewrite Plan Commission meetings I am recommending an advisory committee of the following individuals to be formed:

1. Andrew Halverson, Mayor and Chair of Plan Commission
2. Tony Patton, Alderperson (District 8) and Plan Commissioner
3. Anna Haines, Director of the Center for Land Use Education, University Professor, and Plan Commissioner
4. Brent Curless, City Zoning Administrator and Building Inspector
5. Sarah Wallace, Portage County Associate Planner

This committee will do the initial review of the zoning code rewrite and forward it on to the full Plan Commission and then Common Council for consideration.

I cannot stress enough the importance of regularly reviewing the zoning code rewrite document and finishing the entire process in a timely manner. Lengthening the process can cause confusion amongst committee members and lengthen meetings. Additionally, the need for a new zoning code is increasing as development trends, technology, and uses change.

It is my hope that a smaller review body, still composed of a unique variety of professionals, will be able to meet more regularly and provide valuable input.

The Plan Commission is aware of the subcommittee approach and agrees that it may be the best course of direction. Again, the Plan Commission and Common Council will still have to recommend and approve changes to the final document.

Your confirmation of this advisory committee would be appreciated.

A handwritten signature in black ink, appearing to read "Andrew J. Halverson".

Andrew J. Halverson, Mayor
City of Stevens Point