

**City of Stevens Point
REGULAR COUNCIL MEETING**

**Council Chambers
County-City Building**

**December 17, 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 November 19, 2012 and the Special Common Council meetings of November 19, 2012 and November 26, 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. Proclamation for International Migratory Bird Day: May 4, 2013.
7. Public Hearing – Implementation of the Water Well 11 project - Second Citizen Participation meeting.
8. Minutes and actions of the Plan Commission meeting of December 3, 2012.
9. Public Hearing – Conditional Use – Sentry Insurance for the purposes of dredging, constructing improvements, installing new irrigation, and renovating their golf course at 601 N Michigan Avenue.
10. Resolution on the above.
11. Public Hearing – Conditional Use – McDill Inland Lake Protection and Rehabilitation District to dredge portions of McDill Pond. Parcel IDs 2308-04-4001-17, 2308-04-4004-21, 2308-04-4004-22, 2308-04-4004-23, 2308-04-4015-14, 2308-04-4020-01 and an unnumbered parcel.
12. Resolution on the above.
13. Public Hearing – Conditional Use – Ken Lepak to dredge portions of McDill Pond. Parcel ID 2308-04-4015-15.
14. Resolution on the above.

15. Public Hearing – Conditional Use – Fred’s Towing to operate a car and wrecking facility at 801 Francis Street.
16. Resolution on the above.
17. Public Hearing – Conditional Use – Players’ Lounge to operate a tavern at 2124 Rice Street.
18. Resolution on the above.
19. Public Hearing – Conditional Use -- Players’ Lounge to allow for a permanent liquor license premise extension to the indoor sports area at 2124 Rice Street.
20. Resolution on the above.
21. Public Hearing – Conditional Use – Players’ Lounge to allow for a Temporary premise extension to the indoor sports area for events on December 31, 2012, January 26, 2013, March 2, 2013 and July 20, 2013 at 2124 Rice Street.
22. Resolution on the above.
23. Public Hearing Amend Chapter 23 (Zoning Code) of the RMC to allow for the infilling of building space on a property, through the conditional use process, where the current building setback is not in conformance (create Section 23.02(1)(b)(3)(h).
24. Ordinance amendment on the above.
25. Public Hearing Amend Chapter 23 (Zoning Code) of the RMC to change non-conforming premises to non-conforming uses, and related references (Section 23.01(17).
26. Ordinance amendment on the above.
27. Public Hearing Amend Chapter 23 (Zoning Code) of the RMC relating to standards and requirements for Planned Industrial Development Districts (create Section 23.02(4)(h).
28. Ordinance amendment on the above.
29. Minutes and actions of the Public Protection Committee meeting of December 10, 2012.
30. Minutes and actions of the Finance Committee meeting of December 10, 2012.
31. Portage County Ambulance Service Provider Agreement.
32. Minutes and actions of the Board of Public Works meeting of December 10, 2012 and the minutes of the special Board of Public Works meeting of November 26, 2012.
33. Minutes and actions of the Personnel Committee meeting of December 10, 2012.
34. Minutes and actions of the Board of Water & Sewerage Commissioners meeting of December 10, 2012.

35. Minutes and actions of the Transportation Commission meeting of November 27, 2012.
36. Minutes and actions of the Police and Fire Commission meeting of December 4, 2012 and the Special Police and Fire Commission meetings of November 14, and December 7, 2012.
37. Automatic Aid Agreement for Fire Protection and other Emergency Services.
38. Minutes of the Smongeski Health Fund meeting of December 6, 2012.
39. Statutory Monthly Financial Report of the Comptroller-Treasurer.
40. Election of Assessor.
41. Mayoral Appointments:
 - Director of Community Development
 - Director of Parks and Recreation Services
 - Director of Public Utilities & Transportation
 - Director of Public Works
42. 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.

**City of Stevens Point
SPECIAL COMMON COUNCIL MEETING**

**Council Chambers
County-City Building**

**November 19, 2012
6:30 p.m.**

Mayor Andrew Halverson, Presiding

Roll Call: Ald. Beveridge, Suomi, O'Meara, Wiza, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips, Moore

Also Present: City Attorney Molepske, C/T Schlice; City Attorney Molepske, Clerk Moe, Directors Schrader, Ostrowski, Lemke, Schatschneider, Assessor Siebers, Emergency Mgt. Director McGinty, Fire Chief Kujawa, Asst. to the Mayor Pazdernik, B.C. Kowalski, Stevens Point Journal.

2. Minutes and actions of the Personnel Committee meeting of November 12, 2012.

Ald. Moore **moved**, Ald. R. Stroik seconded, to approve the Minutes and actions of the Personnel Committee meeting of November 12, 2012.

Ald. Wiza questioned if the City has looked into combining health insurance plans with other municipalities.

Mayor Halverson said C/T Schlice has had conversations about it with the County and they have not expressed interest. He stated he would be meeting with the School Superintendant and will discuss the idea of combining the pools.

Ald. Wiza asked if the County gave a reason why not to combine the pools.

C/T Schlice said it was suggested to the County to combine plans. However, the County said they wanted to study it and weren't sure at the time. C/T Schlice said other options were reviewed and the current plan will set the City up for the future.

Mayor Halverson said that the theory of combining the City, County and school district is of interest as there would be better coverage for all employees and savings for the taxpayers.

Roll Call: Ayes: All.
Nays: None. Motion carried.

3. Ordinance Amendment – Amend Sect. 3.39 of the RMC - Salaries of the City Attorney, Comptroller/Treasurer and City Clerk commencing on May 1, 2013.

Ald. O’Meara moved, Ald. M. Stroik seconded to approve the Ordinance Amendment - Amend Sect. 3.39 of the RMC - Salaries of the City Attorney, Comptroller/Treasurer and City Clerk commencing on May 1, 2013.

Ald. Beveridge abstained due to the fact that he is considering a run for City Attorney.

Ald. Trzebiatowski stated that they have not seen a matrix with any comparables for these positions.

Mayor Halverson said the comparables were in the memo given to the Personnel Committee.

Ald. Trzebiatowski said the memo did not state sources. He stated he compared the Village of Plover Clerk’s salary and does not feel that was considered.

Mayor Halverson said the Village of Plover Clerk position is hired which is different than an elected City Clerk.

Roll Call: Ayes: Moore, Phillips, R. Stroik, Patton, Slowinski, M. Stroik, Wiza, O’Meara, Suomi.
 Nays: Trzebiatowski.
 Abstained: Beveridge. Motion carried.

4. Minutes and Actions Taken at the Special Finance Committee Meeting of October 29, 2012.

Ald. Beveridge moved, Ald. Slowinski seconded to approve the actions and place the minutes on file of the Special Finance Committee Meeting of October 29, 2012.

Roll Call: Ayes: Beveridge, Suomi. O’Meara, Wiza, M. Stroik, Slowinski Trzebiatowski, Patton, R. Stroik, Phillips, Moore.
 Nays: None. Motion carried.

5. Public hearing on the General Local Municipal Budget for 2013.

Mayor Halverson declared the public hearing open.

No one wished to speak. Mayor Halverson declared the public hearing closed.

6. Resolution Adopting the Budget for the City of Stevens Point for the Year 2013.

**City of Stevens Point
REGULAR COUNCIL MEETING**

**Council Chambers
County-City Building**

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

Mayor Andrew J. Halverson, presiding

Roll Call: Ald. Beveridge, Suomi, O’Meara, Wiza, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips, Moore

Also Present: City Atty. Molepske, Clerk Moe, C/T Schlice, Directors Schatschneider, Schrader, Ostrowski, Lemke, Assessor Siebers, Emergency Mgt. Director McGinty, Police Chief Ruder, Fire Chief Kujawa, Asst. to the Mayor Pazdernik, B.C. Kowalski-Stevens Point Journal, Matt Brown-Portage County Gazette, Brandi Makuski-Stevens Point City Times.

2. Salute to the Flag and Mayor’s opening remarks.

Mayor Halverson stated that the Medical College of Wisconsin has chosen Wausau as the site for the new medical college. He said this will be an asset for the City and all of Central Wisconsin with the opportunities those students will gain from this area.

The City will be releasing the RFP for architectural services for plans for future use of the Mid-State Technical College building. The process for the layout for municipal offices will continue as will working with the Boys and Girls Club on their future building plans. Mayor Halverson mentioned prior conversations with Portage County and the City’s future in regard to public office space in the County-City Building.

Mayor Halverson also mentioned Snow Plow Driver Appreciation Day and commended snow plow drivers for their spectacular job performance. He encouraged the Alderpersons to ride along in one of the City’s plow trucks to get the driver’s perspective.

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.

Ald. R. Stroik **moved**, Ald. Moore seconded, to approve the minutes and actions of the Common Council meeting of October 15, 2012 and the Special Common Council meeting of October 22, 2012.

Roll Call: Ayes: All
Nays: None. Motion carried.

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.

Ald. Suomi, 2nd District

Item #5 – Persons who wish to address the Mayor and Council.

5. Persons who wish to address the Mayor and Council for up to three (3) minutes on a non-agenda item.

Ald. Suomi shared the news that UWSP was selected to be the host of the Division 3 Women's Basketball Final Four Championships in March, 2014. She congratulated and commended the UWSP Athletic Director and the UWSP Women's Basketball Coach for a job well done.

City Clerk John Moe thanked the poll workers, greeters and City staff for their hard work and dedication on the November 6, 2012 election.

Mayor Halverson thanked Clerk Moe for his service and the professionalism he brings to the City Clerk position.

6. Minutes and actions of the Plan Commission meeting of November 5, 2012.

Ald. R. Stroik moved, Ald. Patton seconded, to approve minutes and actions of the Plan Commission meeting of November 5, 2012.

Roll Call: Ayes: All

Nays: None. Motion carried.

7. Resolution – 3447 Minnesota Avenue (Hedquist) Removal of First Right of Refusal Condition.

Ald. O'Meara moved, Ald. Beveridge seconded, to approve the Resolution – 3447 Minnesota Avenue (Hedquist) Removal of First Right of Refusal Condition.

Roll Call: Ayes: Moore, Phillips, R. Stroik, Patton, Trzebiatowski, Slowinski, M. Stroik, Wiza, O'Meara, Suomi, Beveridge

Nays: None. Motion carried.

8. Resolution - Accept the dedication of land at the northeast corner of Highway 10 and Badger Road.

Mayor Halverson noted one change in the Resolution. The word "donation" in the second sentence should be changed to "dedication".

Ald. Trzebiatowski moved, Ald. Moore seconded, to approve the Resolution to Accept the dedication of land at the northeast corner of Highway 10 and Badger Road.

Cathy Dugan, 615 Sommers Street, questioned in what part of the northeast corner the dedication pertains and whether or not it is Outlot 2. Ms. Dugan wanted a reconfirmation of the original donation.

Mayor Halverson said it is not. It is the dedicating of the corner specifically for public right of way purposes.

Roll Call: Ayes: Beveridge, Suomi, O’Meara, Wiza, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips, Moore.
Nays: None. Motion carried.

9. Minutes and actions of the Public Protection Committee meeting of November 12, 2012.

Ald. Wiza moved, Ald. R. Stroik seconded, to approve the Minutes and actions of the Public Protection Committee meeting of November 12, 2012.

Roll Call: Ayes: All
Nays: None. Motion carried.

10. Minutes and actions of the Finance Committee meeting of November 12, 2012.

Ald. Beveridge moved, Ald. Slowinski seconded, to approve the Minutes and actions of the Finance Committee meeting of November 12, 2012.

Roll Call: Ayes: Moore, Phillips, R. Stroik, Patton, Trzebiatowski, Slowinski, M. Stroik, Wiza, O’Meara, Suomi, Beveridge
Nays: None. Motion carried.

11. Artwork Purchase Agreement for Sculpture Park.

Mayor Halverson said the City received a check in the amount of \$75,000.

Cathy Dugan, 615 Sommers Street, stated there has been a fair amount of development of natural spaces and is hoping that Sculpture Park Committee will put a limit on the number of sculptures to be exhibited in the park and cautioned the amount that will be spent by the City on the sculptures.

Ald. O’Meara moved, Ald. M. Stroik seconded, to approve the Artwork Purchase Agreement for Sculpture Park.

Ald. Moore questioned the sentence on the bottom of the first page, final sentence under item A that states: “All risk of destruction, or damage to the Work or any part thereof, from any cause whatsoever, shall be the responsibility of the Artist until delivery, the Work (delivered in June 2011)”. He asked if that is an error in reference to the year 2011.

Mayor Halvorson said no, that is absolutely correct because that was when the City took actual delivery.

Roll Call: Ayes: Beveridge, Suomi, O'Meara, Wiza, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips, Moore.
Nays: None. Motion carried.

12. Resolution – Authorization to apply for the Wisconsin Plant Recovery Initiative Grant.

Ald. Slowinski **moved**, Ald. Beveridge seconded, to approve the Resolution – Authorization to apply for the Wisconsin Plant Recovery Initiative Grant.

Roll Call: Ayes: Moore, Phillips, R. Stroik, Patton, Trzebiatowski, Slowinski, M. Stroik, Wiza, O'Meara, Suomi, Beveridge
Nays: None. Motion carried.

13. Minutes and actions of the Board of Public Works meeting of November 12, 2012.

David Glodowski, Gremmer & Associates, was in attendance to answer questions.

Ald. Phillips **moved**, with the exception of Agenda Item #1, Ald. Moore seconded to approve the Minutes and actions of the Board of Public Works meeting of November 12, 2012.

Ald. R. Stroik noted that he was not present (excused) from that meeting.

Roll Call: Ayes: Beveridge, Suomi, O'Meara, Wiza, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips, Moore.
Nays: None. Motion carried.

Mayor Halverson stated Agenda Item #1 of the Board of Public Works meeting of November 12, 2012 read: Consideration and possible action to accept the Gremmer & Associates, Inc. proposal for engineering services for the Ellis Street Project.

Ald. Phillips commented regarding the bidding process on excepted Agenda Item #1. He stated that POB came in with the lower bid on the project. Their bid was \$35,000 lower which would save the taxpayers a significant amount of money. Ald. Phillips discussed POB was possibly overlooked due to a lack of experience in this field of work and felt they should be given consideration due to the fact of the savings POB can provide the City on the project. Ald. Phillips said POB was a competitive local business in the area. He compared the POB bid to the bid from Gremmer & Associates and pointed out in which areas the POB bid was lower. Ald. Phillips is against awarding the project to Gremmer & Associates due to the \$35,000 savings POB can provide to the City.

Mayor Halverson said \$55,836 is the amount difference between the responses received from Gremmer & Associates and POB.

Ald. Moore questioned if POB still wanted the job and if they have the necessary requirements.

Mayor Halverson said he received a letter from Scott Groholski of POB in which Mr. Groholski stands by their credentials and price for the project. He assures they have all of the appropriate certifications as well as licenses to accomplish this job. POB stated they want the job, however, they do not want to jeopardize their relationship with City staff or their counter parts in the industry.

Ald. Moore stated taxpayer dollars need to be saved and if POB has all of the requirements, he is in favor of their company performing the job.

Ald. O'Meara clarified this is not a bid, it is a proposal. He stated it is important to pay for jobs done correctly and cautioned problems arising with delivery.

Ald. R. Stroik asked the City Attorney about the City's options if the company performing the work does not deliver.

City Attorney Molepske said whatever the particular proposal is and whatever is requested by the City, assuming the work is done properly, there should not be a problem. He said however, it is something the City would need take into consideration should the work not be done properly. He said this is not a public contract under Wis. Stats. 62.15, which is public instruction. This is professional services being hired.

Ald. R. Stroik asked to hear from Director Schatschneider and Director Lemke as to their review and main concerns of the project. He wanted to know about the differences and felt the City is obligated to save the tax payers money.

Director Schatschneider said three proposals were received. They were from SEH, Point of Beginning and Gremmer & Associates. He explained the project on Ellis Street includes the extent of the water, sewer and storm sewer work to be done as a true urban reconstruct project. Gremmer & Associates listed true urban reconstructs. The projects that POB listed were more road way projects and not to the extent of the water and sewer. Director Schatschneider stated that was really the basis for how they scored each proposal. He said Gremmer & Associates engineers have been doing this kind of work for over 20 years. The POB engineers have around 8-10 years of experience. He explained the amount of difference in the proposals from the three companies and erred with caution on the low bid from POB. City Staff felt comfortable with the proposal from Gremmer & Associates.

Ald. R. Stroik questioned Director Schatschneider if they felt POB missed something in the proposal that would later affect the City.

Director Schatschneider said something could have possibly been missed, but it was priced so competitively that it drew attention and would be hard to turn down.

Ald. R. Stroik stated that POB may be trying to get noticed and deserved to be recognized so they can be considered for future bids.

Mayor Halverson reiterated that the City received quotes for the proposals. He said when proposals are sent out and received, they are different. A lot of important variables need to be taken into consideration such as references and like-projects. He said Ald. O'Meara made an important point about public involvement sessions for projects that will be disruptive. Mayor Halverson said the POB proposal quote was limited in regard to these meetings. He said in having worked with Gremmer & Associates on the Academy intersection reconstruction, in which there was disruption to businesses, the end result was positive which gave Gremmer & Associates a higher rating for this project.

Mayor Halverson said the reason POB was considered for this project was through his discussions with Directors Schatschneider and Lemke. However, it was determined that the City needed to look for an engineering firm that has stronger qualifications, specifically in tight right of way applications, and more extensive water and sewer design. Mayor Halverson instructed the Directors to release an RFP.

Mayor Halverson commended POB as a reputable firm in Stevens Point. The question is for a large project, is this the right one for them. He said their bid was for significantly less money and given Mr. Groholski's commitment and energy, Mayor Halverson felt they would do a good job. However, as he reviewed the proposals, and given the like-projects that the City saw from the other two engineering firms, Mayor Halverson agreed with the two Directors. He said in terms of qualifications for like-projects, price is important and the variance here is large. He felt the recommendations of the City Engineering staff are totally correct in terms of the references and the like-projects that were in the folders from POB. Mayor Halverson explained to the Council that an objective review team ranks the proposals and assigns a point value to the different aspects of the responses of the RFP and then recommendations are made. He also added that when there is federal and state money involved in any project, price cannot be a consideration. He said in a qualification based situation, price is not known until a firm is chosen. The Engineering Department and the Department of Public Utilities did the appropriate review based on the type of project.

Director Lemke added that is not the first project in which the City is engaged with POB. There are several open projects in which POB is a sub-consultant to the primary. He is concerned about the utility work on the project in regard to the merits of the proposal. Director Lemke said the components of this project would be about 50% covered by the utilities. He felt there was not a representation in the proposal that resembled an urban reconstruct. He said this portion of Ellis Street has a lot of infrastructure that pre-dates our utility which is approximately pre-1922, in which records do not exist. This gives opportunity for misses and is a concern from the utility perspective.

Ald. Beveridge said that of the three proposals, two of them are priced similar and POB's price is approximately 42% of Gremmer's proposal. He said this would give him pause in any context and he is inclined to go with the staff's recommendation.

Ald. Trzebiatowski mentioned he had conversations with both Director Schatschneider and Scott Groholski of POB. In his discussion with Mr. Groholski, he was convinced that he could do the job, stay within budget and make money on the project. Ald. Trzebiatowski stated that if this is not a direct fit, what will ever be a direct fit. He said that if we want business to grow, we need to take a leap of faith. POB is fully bonded and insured and they have the capability to do it.

Ald. Wiza wanted to know what recourse the City would have if the proposals we enter into do not work out.

City Attorney Molepske said in the proposal, when the contracts are reviewed, there are going to be change orders that are going to be paid for in addition to what was to be originally received. There are a lot of different variables.

Ald. Wiza said he relies on the Engineering staff for these types of issues and questioned if all of the proposals should be rejected and re-submitted.

City Attorney Molepske said that is permissible.

Ald. Wiza asked how much it would set back the project.

Director Schatschneider said it is late in the year to start the topographic survey and there is a tight timeline with the firms. He said he did not know what would be gained by resubmitting the RFPs.

Mayor Halverson said his concern is the change-over environment in which it was stated that there not be any relating to design. The only aspect of the proposal that would remain open for a potential change would be construction administration and oversight. POB responded with a 150 hour recommendation in the RFP. The other firms responded with more time out of their related "construction management and administration." Mayor Halverson said for a project this size and scale, and as tight as the right of way is, there may be a change over associated with construction administration or overall construction management. Mayor Halverson stated that Mr. Groholski said there would not be changes. He questioned awarding POB the contract and saving \$60,000, or pausing and releasing a new RFP, or working within the confines of the one we already have.

Ald. Wiza said that it has been made clear that Mr. Groholski understands the scope of the work and believes we have the recourse available to us if the contract is not completed correctly.

Ald. Wiza moved, Ald. Slowinski seconded to approve accepting the proposal from Point of Beginning at \$38,600.

Mayor Halverson read the original agenda item that was forwarded to the Board of Public Works which specifically says: " Discussion and Possible Action Awarding Gremmer & Associates", and asked if there are any procedural issues with that particular agenda item because it was specific. He reiterated that the agenda item was very specific within the Board of Public Works. He said the agenda tonight is simply the minutes and actions of the Board of Public Works. Mayor Halverson said it is within the authority of the Common Council but paused about proper procedure.

Mayor Halverson called for a recess at 7:50 p.m.

Mayor Halverson called the Common Council back to order at 7:55 p.m.

City Attorney Molepske discussed Section 19.84(2), Wis. Stats., as it relates to public notice of meetings. The only reference on this agenda is the Board of Public Works recommendation, however, the Board of Public Works recommendation for that meeting was Consideration and Possible Action to Accept the Gremmer & Associates, Inc. Proposal for Engineering Services on the Ellis Street Project. City Attorney Molepske said sub (2) sets forth the reasonable standard for determining whether the notice of the meeting is sufficient that appries a proper balance between the public's right to information and the government's ability to efficiently conduct its business. The standard requisite taking into account the circumstances of the case which includes such factors as the burden of providing more detailed notice, whether the subject is of particular public interest, and whether it involves non-routine action that the public would be unlikely to anticipate.

Mayor Halverson said it is the last statement that gives pause.

City Attorney Molepske said there is no question the Gremmer & Associates proposal can be turned down. He said since the agenda item was specifically aimed at Gremmer, and did not consider any others, and the heading of the Board of Public Works refers to the action to accept the Gremmer & Associates proposal, he would say it is questionable whether or not this particular notice for the agenda is sufficient to hire a third party when Agenda Item #13 specifically reads: " Minutes and actions of the Board of Public Works meeting of November 12, 2012." He suggested if the vote of the Council is to reject the Gremmer & Associates proposal, there would need to be proper notice for an accepted proposal.

Mayor Halverson questioned if there was enough debate and conversation about other firms and if in the deliberations of the Board of Public Works it was clear.

City Attorney Molepske said yes. The reason being is that there is an outline in the Board of Public Works to accept a proposal of a project. He said this one is specifically tailored to Gremmer & Associates and the recommendation is specifically to Gremmer & Associates. This causes a pause.

Ald. Beveridge said if Council is going to look at the actual discussion that occurred at the Board of Public Works meeting in terms of informing Council of the what the

public can reasonably expect to be deliberated on tonight, Ald. Beveridge reiterated that Mr. Groholski said POB no longer wanted the project.

Mayor Halverson said this was true.

Ald. R. Stroik questioned procedural issues. He wanted clarification on what the Council was considering in regard to rejecting the motion or move to award the proposal to Gremmer & Associates with staff recommendation.

City Attorney Molepske said Council could reject the Gremmer & Associates bid then proceed with a motion to direct it back to either the Council or the Board of Public Works at a later time to make a determination on the proposal.

Ald. Wiza felt that his motion was out of order, it should be withdrawn. Ald. Wiza **moved**, Ald. Moore seconded, to refer Item #1, the Ellis Street Proposal Project, back to the Board of Public Works for further review.

Ald. O'Meara said that time is of the essence. He thought a Board of Public Works meeting followed by a Special Common Council meeting would be in order.

Ald. R. Stroik restated that voting on the motion before the Council, in favor of sending the agenda item back will delay the project.

Ald. Moore said he felt the information provided to the Council wasn't sufficient and he wants to see it go back to the Board of Public Works.

Mayor Halverson said if approved, there will be more supplemental material provided.

Ald. Patton questioned when a Board of Public Works and Special Common Council meeting could be held.

Mayor Halverson restated the motion before the Council is to send this back to the Board of Public Works for further consideration and more information to ensure that any remaining uncertainties are cleared up.

Mayor Halverson called for a hand vote to send the motion back to the Board of Public Works.

Call for the Vote: Ayes: Majority
 Nays: Minority

Motion adopted to be sent back to the Board of Public Works for a special meeting as well as a Special Common Council meeting as the earliest possible time.

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.

Ald. Beveridge **moved**, Ald. Suomi seconded, to approve the 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.

Roll Call: Ayes: Moore, Phillips, R. Stroik, Patton, Trzebiatowski, Slowinski, M. Stroik, Wiza, O’Meara, Suomi, Beveridge
Nays: None. Motion carried.

15. Minutes and actions of the Board of Water & Sewerage Commissioners meeting of November 12, 2012.

Ald. R. Stroik **moved**, Ald. O’Meara seconded, to approve Minutes and actions of the Board of Water & Sewerage Commissioners meeting of November 12, 2012.

Roll Call: Ayes: Beveridge, Suomi, O’Meara, Wiza, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips, Moore.
Nays: None. Motion carried.

16. Minutes and actions of the Board of Park Commissioners meeting of November 7, 2012.

Ald. M. Stroik **moved**, Ald. Wiza seconded, to approve Minutes and actions of the Board of Park Commissioners meeting of November 7, 2012.

Roll Call: Ayes: All
Nays: None. Motion carried.

17. Minutes and actions of the Transportation Commission meeting of September 26, 2012.

Ald. Moore **moved**, Ald. M. Stroik seconded, to approve Minutes and actions of the Transportation Commission meeting of September 26, 2012.

Roll Call: Ayes: All
Nays: None. Motion carried.

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.

Ald. Wiza **moved**, Ald. R. Stroik seconded, to approve 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.

Roll Call: Ayes: All
Nays: None. Motion carried.

19. Statutory Monthly Financial Report of the Comptroller-Treasurer.

Ald. Trzebiatowski **moved**, Ald. Suomi seconded, to approve the Statutory Monthly Financial Report of the Comptroller-Treasurer and place it on file.

Roll Call: Ayes: All
Nays: None. Motion carried.

20. Creation of Zoning Code Rewrite Advisory Committee and Related Appointments.

Mayor Halverson said it has been difficult to continue the zoning re-write process specifically with the inability of the Plan Commission to meet. This would be a small group that would advise the Plan Commission. Any actions and recommendations by this group would need to be affirmed by the Plan Commission and Common Council.

Cathy Dugan, 615 Sommers Street, said she attended several of the Zoning Rewrite meetings as an observer. She stressed good plan and zoning principals for growth and development.

Ald. Patton **moved**, Ald. Wiza seconded, to approve Creation of Zoning Code Rewrite Advisory Committee and Related Appointments.

Roll Call: Ayes: All
Nays: None. Motion carried.

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).

Ald. Beveridge **moved**, Ald. Patton seconded, to enter into closed session at 8:18 p.m.

Roll Call: Ayes: Moore, Phillips, R. Stroik, Patton, Trzebiatowski, Slowinski, M. Stroik, Wiza, O'Meara, Suomi, Beveridge

22. Adjournment.

The meeting adjourned at 8:55 p.m.

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

**City Conference Room
1515 Strongs Avenue**

**November 26, 2012
5:00 P.M.**

Mayor Andrew Halverson, Presiding

Roll Call: Alderpersons Beveridge, Suomi, O'Meara, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips and Moore.

Excused: Alderperson Wiza.

Also

Present: C/T Schlice; City Attorney Molepske; Clerk Moe; Directors Ostrowski, Schatschneider and Lemke; Stev Lindsley; Brandi Makaski; David Glodowski; Scott Groholski; Dennis Laidlaw; John Katner; Brian Kowalski; Matthew Brown.

Mayor Halverson recessed the meeting at 5:01 p.m. until the conclusion of the Special Board of Public Works meeting.

Mayor Halverson called the Council back into session at 5:17 p.m.

Consideration and possible action on the following:

2. Approval of restated East Park Commerce Center Annexation Description clarifying the typographical inclusion of Government Lots 6, 11 and 22 in the description.

Ald. Beveridge **moved**, Ald. Suomi seconded, to approve the restated East Park Commerce Center Annexation Description.

Call for the Vote: Ayes: all, Nays: none, motion adopted.

3. Minutes and actions taken at the Special Board of Public Works Meeting of Monday, November 26, 2012.

Ald. Patton **moved**, Ald. R. Stroik seconded, to approve the actions taken at the Special Board of Public Works Meeting of Monday, November 26, 2012

Roll Call: Ayes: Alderpersons Moore, Phillips, R. Stroik, Patton, Trzebiatowski, Slowinski and M. Stroik.
Nays: Alderpersons O'Meara, Suomi and Beveridge. Motion adopted.

4. Adjournment.

Meeting adjourned at 5:19 p.m.

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



Andrew J. Halverson
Mayor
715-346-1570

INTERNATIONAL MIGRATORY BIRD DAY

RESOLUTION

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrants also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 International Migratory Bird Day has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our community and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action; **NOW THEREFORE**

I, Andrew J. Halverson, as Mayor of the City of Stevens Point, Wisconsin, do hereby proclaim
May 4, 2013 as

INTERNATIONAL MIGRATORY BIRD DAY

in the City of Stevens Point, and I urge all citizens to celebrate this observance and to support
efforts to protect and conserve migratory birds and their habitats in our community and the world
at large.

APPROVED: _____
Andrew J. Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: December 3, 2012
Adopted: December 17, 2012

RESOLUTION

[601 NORTH MICHIGAN AVENUE - SENTRY WORLD GOLF COURSE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property at **601 North Michigan Avenue (Parcel ID 2408-21-3100-02)**, LOT 3 CSM #1195-4-253 & A BNG PRT S1/2 S21 T24 R8 LYG S OF HY 51 BELT LINE (260.568 AC-CSM) EXC PRT SOLD 580784 (& 581569) (.30 AC) 334/63-71 339/74 339/246, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of dredging, constructing improvements, installing new irrigation, and renovating their golf course, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

1. All necessary permits and approvals must be obtained prior to the project start , including approval from the WDNR.
2. A final storm water management / drainage plan shall be submitted to be approved by the Engineering Department and Director of Public Works.
3. Any structures placed on the property shall meet setback requirements.
4. Minor improvements or modifications to the conditional use permit can be approved by staff.

Such approval constitutes a Conditional Use under the City's ordinances.

Approved: _____

Andrew J. Halverson, Mayor

Attest: _____

John Moe, City Clerk

Dated: December 17, 2012

Adopted: December 17, 2012

Drafted by: Michael Ostrowski

Return to: City Clerk

RESOLUTION

[MCDILL INLAND LAKE PROTECTION & RHABILITATION DISTRICT - MCDILL POND DREDGING PROJECT]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the properties located **near and within the southwest channel of McDill Pond lake bed (Parcel IDs 2308-04-4001-17, 2308-04-4004-21, 2308-04-4004-22, 2308-04-4004-23, 2308-04-4015-14, 2308-04-4020-01, and an unnumbered parcel)**, described as ALL THAT PRT OF SE NE OF S4 T23 R8 LYG UNDER WATERS OF MCDILL POND & DAN'S CHANNEL 356/344 - 556450, LOT 2 CSM #471-2-131 BNG PRT NW SE S4 T23 R8, LOT 3 CSM #471-2-131 BNG PRT NW SE S4 T23 R8, LOT 4 CSM #471-2-131 BNG PRT NW SE S4 T23 R8, OUTLOT 1 GODFREY'S POINT AS DEDICATED PER SAID PLAT I/19, and NESE EXC DAN KOZICZKOWSKI SUB; EX CSMS 16/139; 40/56; 40/87; 44/4 & EXC THAT PRT OF GODFREY'S POINT SUB AS LIES IN THE NESE S4 T23 R8 216/210, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of dredging portions of property, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

- 1) Applicants shall determine and take the necessary precautions for the protection against Blastomycosis.
- 2) Applicants must receive approval from all other regulating agencies (e.g. Wisconsin DNR and FEMA).
- 3) Applicants must receive approval from the City Parks Department and Public Works Department.
- 4) Prior written permission must be granted by property owners of property being dredged.
- 5) Spoils dredged shall not be disposed within the floodplain or a Hydraulic and Hydrologic analysis must be submitted/reviewed by City Staff.
- 6) Additional areas may be approved by staff.
- 7) A zoning permit must be obtained from the City Community Development Department.

Such approval constitutes a Conditional Use under the City's ordinances.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: December 17, 2012
Adopted: December 17, 2012

Drafted by: Michael Ostrowski
Return to: City Clerk

RESOLUTION

[601 NORTH MICHIGAN AVENUE - SENTRY WORLD GOLF COURSE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property at **601 North Michigan Avenue (Parcel ID 2408-21-3100-02)**, LOT 3 CSM #1195-4-253 & A BNG PRT S1/2 S21 T24 R8 LYG S OF HY 51 BELT LINE (260.568 AC-CSM) EXC PRT SOLD 580784 (& 581569) (.30 AC) 334/63-71 339/74 339/246, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of dredging, constructing improvements, installing new irrigation, and renovating their golf course, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

1. All necessary permits and approvals must be obtained prior to the project start , including approval from the WDNR.
2. A final storm water management / drainage plan shall be submitted to be approved by the Engineering Department and Director of Public Works.
3. Any structures placed on the property shall meet setback requirements.
4. Minor improvements or modifications to the conditional use permit can be approved by staff.

Such approval constitutes a Conditional Use under the City's ordinances.

Approved: _____

Andrew J. Halverson, Mayor

Attest: _____

John Moe, City Clerk

Dated: December 17, 2012

Adopted: December 17, 2012

Drafted by: Michael Ostrowski

Return to: City Clerk

RESOLUTION

[LEPAK - MCDILL POND DREDGING PROJECT]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located on the **McDill Pond (Parcel IDs 2308-04-4015-15)**, described as OUTLOT 2 GODFREY'S POINT AS DEDICATED PER SAID PLAT I/19, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of dredging portions of property, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

- 1) Applicants shall determine and take the necessary precautions for the protection against Blastomycosis.
- 2) Applicants must receive approval from all other regulating agencies (e.g. Wisconsin DNR and FEMA).
- 3) Applicants must receive approval from the City Parks Department and Public Works Department.
- 4) Prior written permission must be granted by property owners of property being dredged.
- 5) Spoils dredged shall not be disposed within the floodplain or a Hydraulic and Hydrologic analysis must be submitted/reviewed by City Staff.
- 6) Additional areas may be approved by staff.
- 7) A zoning permit must be obtained from the City Community Development Department.

Such approval constitutes a Conditional Use under the City's ordinances.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: December 17, 2012
Adopted: December 17, 2012

Drafted by: Michael Ostrowski
Return to: City Clerk

RESOLUTION

[801 FRANCIS STREET]

FRED'S TOWING

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property at **801 Francis Street (Parcel ID 2308-05-1012-26)**, LOT 1 CSM#8754-35-134 BNG PRT NWNE S5 T23 R8 670175, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of operating a car and truck wrecking facility, as a Conditional Use with the following conditions:

1. The site be screened from Francis Street with a minimum 6ft high opaque fence if the storage area is used for storing wrecked or towed vehicles.
2. Wrecked vehicles be stored not less than 40 ft from the right of way.
3. The site be used for storage and not for uses that generate loud noises, especially after 6 P.M.
4. No stacking of vehicles allowed over 6 ft in height
5. This conditional use permit shall expire December 31, 2016

Such approval constitutes a Conditional Use under the City's ordinances.

Approved: _____

Andrew J. Halverson, Mayor

Attest: _____

John Moe, City Clerk

Dated: December 17, 2012

Adopted: December 17, 2012

Drafted by: Michael Ostrowski

Return to: City Clerk

RESOLUTION

[2124 RICE STREET - PLAYERS' LOUNGE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at **2124 Rice Street, (Parcel ID 2308-04-2006-03)**, described as LOT 1 CSM#9633-41-113 BNG PRT NWNW; SUBJ TO ESMT & RC DES 721385 S4 T23 R8 721384, City of Stevens Point, Portage County, Wisconsin, is here by granted a Conditional Use Permit for the purpose of operating a tavern as shown on the attached plans. The Conditional Use Permit is subject to the following condition(s):

1. The building must be modified with materials specifically designed to muffle or contain noise/music inside the building.
2. Screening in the form of berms shall be installed on the Rice St. and Cleveland Ave. sides of the lot.
3. Entrances shall be arranged in a manner that patrons under the age of 21 will not be admitted to the bar area.
4. The hours of operation shall be limited to the following:
 - a. Live band concerts held on the premises shall be limited to an 11 PM ending of the music performance.
 - b. DJ or band activity shall cease at 10 PM on Sunday through Thursday, and 11 PM on Friday and Saturday nights.
 - c. The tavern/lounge shall have hours of operation from 11:00 AM to 2:00 AM on Monday – Friday (or legally allowed hours, whichever is earlier) and 11:00 AM to 2:30 AM on Saturday – Sunday (or legally allowed hours, whichever is earlier).
5. The business must be operated in a manner that music heard from outside the building does not unreasonably disturb the peace and enjoyment of the residential neighborhood.
6. The business must be operated in a manner that patrons must be prevented from congregating outdoors in a manner that would unreasonably disturb the peace and enjoyment of the residential neighborhood.
7. The doors shall be kept closed so that noise does not unreasonably disturb the peace and enjoyment of the residential neighborhood.
8. The exterior of the building, including the tavern expansion, shall be improved as shown on the attached plans.
9. No alcohol or fermented malt beverage may be served or consumed in the volleyball and basketball area, outside of league play.

10. The building plan layout as presented on the attachment is approved and shall not be modified without city approval.
11. Alcohol may be served and consumed only in the following places: 90 days from date of passage of this conditional use resolution or when the "bar area" opens whichever occurs first: 19 ft x 54 ft area designated "temporary bar area" as shown on attached map; after 90 days from passage of this conditional use resolution: 41 ft x 96 ft building addition designated as "bar area" as shown on the attached map.
12. It is the intent of the City to require completion of the exterior portions of the project by the end of April, 2009. However, given that exterior work may be difficult to complete by the end of April due to poor weather conditions, the Inspection Department is given the discretion to allow the business to operate the tavern as provided above with an extension of time to complete the exterior portion of the project as shown on the attached drawings until June 30, 2009.
13. A complete site plan/landscaping plan be submitted to the Community Development Department by February 22, 2010 that would include that the 5 planting areas be enhanced and redesigned with raised mulch beds with increased plantings of year round foliage, and a new raised mulch bed be installed across the entire entry south driveway with plantings to match the requirements for the other planting areas.
14. Dumpsters be screened with fencing that matches the building color.
15. Paint, or other materials, on the south side of the building to replace the area currently painted blue and wrap around the building to the north (not to include the area above the blue) with consistency in the gray colors of the building to be approved by the Community Development Department.
16. Year round foliage on the south side of the building.
17. Close the south driveway closest to the building and curb it off at the owners expense.
18. Remove the hvac units along the south elevation.
19. Repair the deck and paint the rusty doors and posts on the south elevation.
20. This conditional use permit to expire June 30, 2014

Such approval constitutes a Conditional Use under the City's ordinances.

Approved: _____

Andrew J. Halverson, Mayor

Attest: _____

John Moe, City Clerk

Dated: December 17, 2012

Adopted: December 17, 2012

Drafted by: Michael Ostrowski

Return to: City Clerk

RESOLUTION

[2124 RICE STREET - PLAYERS' LOUNGE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at **2124 Rice Street, (Parcel ID 2308-04-2006-03)**, described as LOT 1 CSM#9633-41-113 BNG PRT NWNW; SUBJ TO ESMT & RC DES 721385 S4 T23 R8 721384, City of Stevens Point, Portage County, Wisconsin, is here by granted a Conditional Use Permit Amendment for the purpose of allowing for a permanent liquor license premise extension to the indoor sports area as shown on the attached plans. The Conditional Use Permit is subject to the following condition(s):

- 1) The building must be modified with materials specifically designed to muffle or contain noise/music inside the building.
- 2) Screening in the form of berms shall be installed on the Rice St. and Cleveland Ave. sides of the lot.
- 3) Entrances shall be arranged in a manner that patrons under the age of 21 will not be admitted to the bar area.
- 4) The hours of operation shall be limited to the following:
 - a. Live band concerts held on the premises shall be limited to an 11 PM ending of the music performance.
 - b. DJ or band activity shall cease at 10 PM on Sunday through Thursday, and 11 PM on Friday and Saturday nights.
 - c. The tavern/lounge shall have hours of operation from 11:00 AM to 2:00 AM on Monday – Friday (or legally allowed hours, whichever is earlier) and 11:00 AM to 2:30 AM on Saturday – Sunday (or legally allowed hours, whichever is earlier).
- 5) The business must be operated in a manner that music heard from outside the building does not unreasonably disturb the peace and enjoyment of the residential neighborhood.
- 6) The business must be operated in a manner that patrons must be prevented from congregating outdoors in a manner that would unreasonably disturb the peace and enjoyment of the residential neighborhood.
- 7) The doors shall be kept closed so that noise does not unreasonably disturb the peace and enjoyment of the residential neighborhood.
- 8) The exterior of the building, including the tavern expansion, shall be improved as shown on the attached plans.
- 9) The building plan layout as presented on the attachment is approved and shall not be modified without city approval.

- 10) It is the intent of the City to require completion of the exterior portions of the project by the end of April, 2009. However, given that exterior work may be difficult to complete by the end of April due to poor weather conditions, the Inspection Department is given the discretion to allow the business to operate the tavern as provided above with an extension of time to complete the exterior portion of the project as shown on the attached drawings until June 30, 2009.
- 11) A complete site plan/landscaping plan be submitted to the Community Development Department by February 22, 2010 that would include that the 5 planting areas be enhanced and redesigned with raised mulch beds with increased plantings of year round foliage, and a new raised mulch bed be installed across the entire entry south driveway with plantings to match the requirements for the other planting areas.
- 12) Dumpsters be screened with fencing that matches the building color.
- 13) Paint, or other materials, on the south side of the building to replace the area currently painted blue and wrap around the building to the north (not to include the area above the blue) with consistency in the gray colors of the building to be approved by the Community Development Department.
- 14) Year round foliage on the south side of the building.
- 15) Close the south driveway closest to the building and curb it off at the owners expense.
- 16) Remove the hvac units along the south elevation.
- 17) Repair the deck and paint the rusty doors and posts on the south elevation.
- 18) All events shall be monitored by Player's Lounge staff, along with parking.
- 19) Any garbage or trash shall be removed from the property within 24 hours of the event.
- 20) Alcohol shall not be served or consumed outside of the allowable premise area.
- 21) This Conditional Use Permit shall expire June 30, 2014.

Such approval constitutes a Conditional Use under the City's ordinances.

Approved:

Andrew J. Halverson, Mayor

Attest:

John Moe, City Clerk

Dated: December 17, 2012

Adopted: December 17, 2012

Drafted by: Michael Ostrowski

Return to: City Clerk

RESOLUTION

[2124 RICE STREET - PLAYERS' LOUNGE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at **2124 Rice Street, (Parcel ID 2308-04-2006-03)**, described as LOT 1 CSM#9633-41-113 BNG PRT NWNW; SUBJ TO ESMT & RC DES 721385 S4 T23 R8 721384, City of Stevens Point, Portage County, Wisconsin, is here by granted a Conditional Use Permit Amendment for the purpose of allowing for a temporary liquor license premise extension to the indoor sports area on the following dates: December 31, 2012, January 26, 2013, March 2, 2013, and July 20, 2013 as shown on the attached plans. The Conditional Use Permit is subject to the following condition(s):

- 1) Previous conditions still remain.
- 2) Event shall be monitored by staff, along with parking.
- 3) Any garbage or trash shall be removed from the property within 24 hours of the event.
- 4) Alcohol shall not be consumed outside of the allowable premise area.
- 5) DJ or band activity shall cease at 11:00 PM.

Such approval constitutes a Conditional Use under the City's ordinances.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: December 17, 2012
Adopted: December 17, 2012

Drafted by: Michael Ostrowski
Return to: City Clerk

- a. SPASH class reunion set for July 20, 2013
- b. New Years Eve Bean Bag Toss Tournament, December 31, 2012
- c. Local Business Christmas Party – January 26, 2013
- d. Post Bock Run party – March 2, 2013

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

The Common Council of the City of Stevens Point, Portage County, Wisconsin, do ordain as follows:

SECTION I: That Section 23.02(1)(b)(3) of the Revised Municipal Code of the City of Stevens Point be amended to create Section 23.02(1)(b)(3)(h) to read as follows:

Infilling of building space on a property, where the current building setback is not in conformance.

SECTION II: That this ordinance shall take effect upon passage and publication.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: December 17, 2012
Adopted: December 17, 2012
Published: December 21, 2012

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

The Common Council of the City of Stevens Point, Portage County, Wisconsin, do ordain as follows:

SECTION I: That Section 23.01(17) of the Revised Municipal Code of the City of Stevens Point be amended to read as follows:

Nonconforming Premises.

- a) Intent. This ordinance and districts therein, or any later amendments may create situations where use of premises and parking, yards, setbacks, heights, lot area, lot width and density previously permitted may become prohibited, regulated or otherwise restricted for the purpose of implementing community plans and development goals. It is the intent of this ordinance to permit the continuance of these nonconforming premises, but not to encourage their survival. Such nonconforming premises are declared by the ordinance to be incompatible with conforming premises in the districts involved.
- b) Existing Nonconforming Uses. A nonconforming use existing at the time of the adoption or amendment of this ordinance may be continued, but no use on such premises shall be enlarged, increased, extended, reconstructed, resumed, substituted, or altered unless the nonconformity is changed to conforming except as follows:
 - 1) If a nonconforming use is discontinued for a period of less than 12 months, the previous use may be resumed.
 - 2) Minor modifications on nonconforming uses may be approved by Zoning Administrator such as permitting substitution of a more restricted use; permitting ordinary maintenance repairs such as interior and exterior painting, decorating, paneling, and the replacement of doors, windows, and other nonstructural components; or permitting minor deviations from parking, yard, setback, height, lot width, area or density where there are special circumstances caused by the nonconformity which would deprive the subject property of privileges enjoyed by other property in the vicinity under the same zoning classification. Minor modifications are permitted only after the Zoning Administrator finds the modifications are not contrary to the public health, safety, or well-being, the modifications are compatible with surrounding uses, the modifications would not injure the neighborhood.
 - 3) Additions to structures not conforming with floodway standards are permitted provided they will not increase the amount of obstruction to flood flows, are flood-proofed by means other than the use of fill to the floor protection elevation, and would not, over the life of the structure, exceed 50 percent of the present equalized assessment value.
- c) Where a lot of record at the effective date of this ordinance, or a lot in a subdivision which the Common Council has officially approved and agreed to accept at the time of

the effective date of this ordinance, has less area or width than herein required in the district in which it is located, said lot may nonetheless be used for a one-family dwelling or for any other non-dwelling use permitted in the district in which it is located.

SECTION II: That this ordinance shall take effect upon passage and publication.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: December 17, 2012
Adopted: December 17, 2012
Published: December 21, 2012

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

The Common Council of the City of Stevens Point, Portage County, Wisconsin, do ordain as follows:

SECTION I: That Section 23.01(12) of the Revised Municipal Code of the City of Stevens Point be amended to read as follows:

Classification of Districts.

In order to classify, regulate and restrict the location of trades and industries, and the location of buildings designed for specified uses, to regulate and limit the height and bulk of buildings hereafter erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings, the City of Stevens Point, Wisconsin is hereby divided into classes or districts. The use, height and area regulations are uniform in each class or district, and said districts shall be known as:

"C" Conservancy
"R-LD" Low Density
"R-1" Suburban Single Family Residential
"R-2" Single Family Residential
"R-3" Single and Two Family Residential
"R-4" Multiple Family I Residential
"R-5" Multiple Family II Residential
"B-1" Neighborhood Business
"B-2" Central Business Transition
"B-3" Central Business
"B-4" Commercial
"B-5" Highway Commercial
"M-1" Light Industrial
"M-2" Heavy Industrial
"U-1" University Facilities District
"PD" Planned Development District
"A-H" Airport Height Overlay
Wireless Communication Towers
Wellhead Protection Overlay District
Sexually Oriented Business
Traditional Neighborhood Development
"PID" Planned Industrial Development District

SECTION II: That Section 23.02(4) of the Revised Municipal Code of the City of Stevens Point be amended to create Section 23.02(4)(h) to read as follows:

"PID" Planned Industrial Development District

A Planned Industrial Development is a zoning district that is permitted within the Industrial Districts. The district allows flexibility in site design and building type standards approved by the Common Council.

1. Components of a PID

A PID approval consists of two separate steps:

- a. Approval of a rezoning and concept plan, by the Common Council ; and
- b. The subsequent approval of a preliminary subdivision plat or site plan consistent with the PID concept plan by the Planning Commission.

2. When Allowed

- a. A PID is intended for industrial projects that demonstrate a higher quality of site design that is more sensitive to the surrounding land uses, both built and natural, than is possible under other available zoning districts.
- b. All permitted and/or conditional uses found within the "M-1" Light Industrial and "M-2" Heavy Industrial zoning districts may be allowed as a permitted or conditional use.

3. Application and Fees

- a. A pre-application conference with the City Zoning Administrator (Administrator) is required.
- b. All applications for a PID shall be filed in writing with the Administrator.
- c. The application shall include the following additional materials:
 - i. A narrative explaining in detail the uses that will occur on the site, the square footage of structures and uses, open space acreage, the relationship of the proposed development to surrounding land uses in the area and other related development features;
 - ii. Concept plan schematically showing all streets, utilities, land uses, access to existing streets, major open space and a conceptual drainage plan; and
 - iii. A specific list of all requested deviations from the provisions of this zoning code.
- b. The applicant may provide concurrent applications for site plan or subdivision review.

4. Rezoning and Concept Plan Review by Administrator

- a. The Administrator may refer the application to other affected or interested agencies for review and comment.
- b. The Administrator shall provide notice as set out in this zoning ordinance and/or Wisconsin Statutes.
- c. The Administrator shall recommend approval, approval with conditions, or denial of the PID rezoning and concept plan.

5. Rezoning and Concept Plan Review by Planning Commission

- a. Following notice and a public hearing as required in this ordinance and /or Wisconsin Statutes, the Planning Commission shall recommend approval, approval with conditions, or denial of the PID rezoning and concept plan.
- b. In recommending, the Planning Commission shall consider the recommendation of the Administrator, relevant comments of all interested parties and the review criteria below.

6. Public Hearing and Decision by the Common Council

- a. Following notice and a public hearing as required in this zoning ordinance and/or Wisconsin Statutes, Common Council shall approve, approve with conditions, or deny the PID rezoning and concept plan.
- b. In deciding, the Common Council shall consider the recommendations of the Administrator and Planning Commission, relevant comments of all interested parties and the review criteria below.

7. Review Criteria

The Common Council shall consider the following criteria in approving, approving with conditions, or denying a PID rezoning and concept plan:

- a. The proposed PID is consistent with the pertinent elements of the City of Stevens Point Comprehensive Plan and any other adopted plans;
- b. The proposed development meets the requirements of this zoning ordinance or is granted a specific deviation by the Common Council ;
- c. The proposed PID will reinforce the existing or planned character of the area;
- d. The site is appropriate for the uses and site design allowed in the proposed PID concept plan;
- e. The PID demonstrates a higher quality of site design that is more sensitive to the surrounding lands, both built and natural, than is possible under other available zoning districts;
- f. Public facilities and services including but not limited to schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities are adequate and will not be detrimentally impacted by the development or uses in the proposed PID; and
- g. The PID will not substantially or permanently injure the appropriate use of adjacent properties.

8. Allowed Deviations

Unless otherwise expressly approved by the Common Council as part of the approved rezoning and concept plan, all planned developments shall be subject to all applicable standards of this zoning ordinance. In order to approve modifications of otherwise applicable standards, the Common Council must find that:

- a. Requested deviations from applicable building type standards, permitted uses, or other development standards that otherwise would apply are justified by the compensating benefits of the planned development; and
- b. The requested deviations do not detract from the established character or form of any surrounding conforming properties.

9. Action Following Approval

Approval of a PID rezoning and concept authorizes the submission of subdivision plats and site plans consistent with the PID approval.

10. Modification of Adopted Concept Plan

The Administrator is authorized to approve minor modifications to an approved concept plan. All modifications not listed as minor below shall be considered by the Common Council consistent with the original approval of the PID. The following modifications shall be considered minor:

- a. Up to a 10 percent increase or any decrease in gross floor area of a single building;
- b. Up to a 10 percent reduction or any increase in the approved setbacks from exterior property lines; and
- c. Relocation of parking areas, internal streets or structures where such relocation occurs more than 100 feet from exterior property lines.

11. Effect of Denial

The denial of a PID application shall ban the subsequent application for the same or similar district for a period of 12 months.

12. Expiration

A PID rezoning does not expire. A PID concept plan expires after two years if no preliminary plat, site plan or building permit has been filed. A two year extension may be granted by the Common Council.

SECTION II: That this ordinance shall take effect upon passage and publication.

Approved:

Andrew J. Halverson, Mayor

Attest:

John Moe, City Clerk

Dated: December 17, 2012
Adopted: December 17, 2012
Published: December 21, 2012

**PORTAGE COUNTY AMBULANCE SERVICE PROVIDER AGREEMENT
WITH THE CITY OF STEVENS POINT AND THE AMHERST FIRE AND SAFETY COMMISSION FOR
2013-2015**

THIS AGREEMENT is made and entered into by Portage County, a quasi-municipal corporation under the laws of the State of Wisconsin (hereinafter the "County"), the City of Stevens Point, a Wisconsin municipality (hereinafter the "City"), and the Amherst Fire and Safety Commission, a lawfully organized municipal commission (hereinafter "Amherst"). The County is contracting for emergency medical services from the City and Amherst. The County has oversight and managerial control of the Portage County EMS system for the sole purpose of administering the contract and insuring compliance with the contract articles through the Portage County EMS Oversight Board, hereinafter referred to as "Board". The County does not exercise control over the daily operations of the service providers' regarding individual manpower assignments, terms, benefits, rights or conditions of employment established by a collective bargaining agreement, or duties and obligations of any City or Amherst Board or Commission.

The parties agree that a sub-committee of the Board shall be the Board Technical Team. This team is referred to throughout this contract and charged with accomplishment of various tasks, subject to the direction, supervision and control of the Board. The current membership on this team includes: Portage County Emergency Management Director, Portage County EMS Coordinator, Stevens Point Fire Chief, Stevens Point Assistant Fire Chief – EMS, Amherst Fire District Assistant Chief/EMS, Portage County EMS Medical Director, the Dispatch Managers, and Stevens Point Police and Fire Commission Liaison. The Board may appoint additional members to this team as they feel necessary and appropriate. These individuals must have technical competency or practical experience in the field of emergency medical services. The actions of the Board technical team must be affirmed by affirmative action of a majority of the Board during a properly noticed public meeting of the body with a quorum present.

RECITALS

Whereas, the County coordinates overall the EMS system and has elected to utilize member municipal providers under intergovernmental agreements under authority of s. 66.0301 Stats; and

Whereas as the system consists solely of municipalities, there is transparency and accountability for the system to all citizens of Portage County, in accordance with Chapter 256 of Wisconsin Statutes, with the agreed-upon goals of improving the EMS system which the parties believe will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein; and

Whereas all parties concur with EMS Oversight Board on the need for continuous improvement of the Emergency Medical System throughout the county with the goals of proper staffing, better integration, improved staffing and dispatch service, with the long term goal of improving performance and system flexibility.

AGREEMENT

Now therefore, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, the County, City and Amherst agree as follows:

Portage County Ambulance Service Agreement for 1/1/2013-12/31/2015

_____  _____

Initials: County City Amherst

DRAFT

A. EMS TO BE PERFORMED BY THE CITY:

1. Level of Service:
 - a. Emergency Medical Technician - Paramedic service shall be the primary level of care for the staffed two (2) units.
 - b. Service will be continuously provided, seven days per week, twenty-four hours per day.
2. Staffed Ambulances:
 - a. City agrees to staff and operate two (2) ALS ambulances 24/7/365 for the duration of this agreement.
 - b. The City will deploy the third and fourth ambulances provided by this contract on an on-call basis staffed with trained on-duty firefighter/paramedics to respond to 911 emergency calls as part of this agreement. The City will deploy the fifth ambulance provided by this contract by calling back to work off-duty firefighter/paramedic personnel on overtime per the call back provisions of the current collective bargaining agreement between the City and Firefighters Union Local 484.
3. Area of Service:
 - a. Emergency ambulance service shall be provided to all requests for emergency medical services within the boundaries of Portage County, or by mutual aid agreement outside the corporate limits of Portage County.
 - b. Local and out of County patient transfer services can be provided by an on-duty City ambulance based on the degree of patient need and current call load.
 - c. Non-emergent initiated inter-facility transfers will be handled per protocols to be developed and monitored by the Board Tech team and to be approved by the Board.
 - d. The City will continue to work with the Board Tech Team to maintain a deployment strategy that allows both services to achieve the Performance Benchmarks established in item I of this agreement pursuant to the established plan.
 - e. For the term of this contract, a City ambulance will be deployed outside the normal City boundaries per the plan approved by Board no less than 40 hours per week.
 - f. Prior to execution of this agreement, a Memorandum of Understanding (MOU) will be formalized by the City with the Village of Plover to provide a secure work area and operational facilities for the deployment of an ambulance.
4. Coordination of the countywide system is subject to the final approval of the County and the Board. Contractual Service providers (City, Amherst) will report directly and only to the Board for purposes of administering this contract. The service providers will follow the direction they receive from the Board for the same purpose. The City and Amherst remain the sole employers of the service providers they hire and maintain.
6. The City will provide support as requested by the Board and/or EMS Coordinator to the emergency medical first responder system.
7. The City will assist the Board and EMS coordinator in the continuation of the consumer education program for Portage County citizens to increase the awareness of and to improve the use of emergency medical services.
8. The City will assist the Board and EMS coordinator in the continuation of patient satisfaction program.

B. EMS TO BE PERFORMED BY AMHERST:

- 1) Level of Service:
 - a) One Intermediate level ambulance unit will be staffed 24/7/365 for the duration of this agreement by Amherst. Amherst will employ and provide a supervisor for its EMS operations.
 - b) EMS Service will be continuously provided, seven days per week, twenty-four hours per day.

[Signature]

DRAFT

- 2) Area of Service:
 - a) Emergency ambulance service shall be provided to all requests for emergency medical services within the boundaries of Portage County, or by mutual aid agreement outside the corporate limits of Portage County.
- 3) Amherst will continue to work with the Board Tech Team to maintain a deployment strategy that allows both services to achieve the Performance Benchmarks established in this agreement.
- 4) Coordination of the countywide system is subject to the final approval of the County and the Board. Contractual Service providers (City, Amherst) will report directly and only to the Board for purposes of administering this contract. The service providers will follow the direction they receive from the Board for the same purpose. The City and Amherst remain the sole employers of the service providers they hire and maintain.
- 5) Amherst will provide support as requested by the Board and/or EMS coordinator to the emergency medical first responder system.
- 6) Amherst will assist the Board and EMS coordinator in the continuation of the consumer education program for Portage County citizens to increase the awareness of and to improve the use of emergency medical services.
- 7) Amherst will assist the Board and EMS coordinator in the continuation of the patient satisfaction program.

C. LICENSE

Under the direction of the Board the Portage County EMS system operates under two licenses'; 1-Portage County/City of Stevens Point, 2-Portage County/Amherst Fire District..

D. LEGAL AUTHORITIES

It is not intended by the terms of this agreement to abrogate or limit the statutory responsibilities of the Portage County Board of Supervisors, City of Stevens Point, Stevens Point Police and Fire Commission as set forth in s. 62.13 Wis. Stats., or the Amherst Fire and Safety Commission as set forth in s. 61.65 Stats.

E. EMS COORDINATOR

Portage County will employ/contract, supervise and direct a person to fill the position of EMS Coordinator. The coordinator will provide staff support to the Board under the direction of the County Emergency Management Director that includes: license review, training and policy support for the Portage County EMS first responder program, and oversight of service providers' compliance with the systems' performance benchmarks.

F. ADMINISTRATION OF SERVICE

1. Meetings
 - a. The City Assistant Chief of EMS or Designee and the Amherst Ambulance Service Director, or designee shall attend the monthly Board meeting.
 - b. A designee of each ambulance service will attend the bi-monthly meetings of the Portage County EMS Association.
 - c. During the term of this contract, there will be an Annual Joint EMS meeting of County, City and Amherst governing officials for EMS to review the performance of the services and to review statistical and financial reports. The meeting shall take place during the first quarter of each year.

[Signature]

2. Report Requirements from the City and Amherst to Board.
 - a. A written quarterly and annual activity report will be provided by each ambulance service provider.
 - b. A verbal and/or written monthly activity report may be provided to the Board by the Service Directors or their designees.
 - c. A written monthly financial report will be provided to the County by the City and Amherst in a format as designated by the County.
 - d. A semi-annual financial report to include a printout of the EMS budget, as well as a comprehensive annual financial report will be provided to the Board in a format as designated by the County. The reports shall include an accounting of all non-lapsing accounts i.e. FAP (Financial Assistance Program).
 - e. The annual personnel roster listing all staff assigned to ambulance service, hire dates, ambulance-related certification and training records, will be provided to the Board, EMS Coordinator and Emergency Management Director as a component of the annual report.
3. Reporting Requirements from County to City and Amherst
 - a. A comprehensive annual fiscal report showing all revenues and expenditures. This shall also include, but is not limited to, all tax levy impact components and all non-lapsing County accounts i.e. Ambulance Reserve Fund Balance.
4. Points of Contact.
 - a. The contract parties (County, City, and Amherst) shall designate a staff person to serve as the official point of contact/liaison with the Board for purposes of staff support, to review EMS issues, to ensure compliance with the contract, and the achievement of contract performance requirements. The names, addresses and phone numbers of the point of contact will be mutually exchanged by the parties and provided to Board annually.
5. Dispatch.
 - a. During the period of this agreement, the Board technical team, the City, and Amherst will continue to utilize emergency medical dispatch protocols as well as study other methods to enhance dispatch services and protocols that may lead to improvement in the response times and response quality of the service providers. Methods to be studied may include but are not limited to include co-location of city and county dispatch services, joint dispatch service, or combination thereof.

G. MUTUAL AID AGREEMENTS

The City and Amherst will enter into and maintain mutual aid agreements with the following ambulance services:

Waushara County EMS	Waupaca Area Ambulance
Marshfield Area Ambulance	United Emergency Medical Response
Wisconsin Rapids Ambulance	Mosinee Ambulance
Iola Ambulance	Wausau EMS

H. RATES, BILLING, AND COLLECTION

1. The County Public Safety/Emergency Management Committee shall review and set the base rate and fees annually, upon study, advice and recommendation of the Board. These rates will be transmitted to the contract billing service for implementation.
2. County will contract with a third party billing service to collect all system fees.

_____  _____

DRAFT

3. The City and Amherst will forward all information needed for a third party to successfully operate the contract billing service. The information will go directly to the third party billing service designated by the County.

I. PERFORMANCE BENCHMARKS

Mutually developed system-wide performance benchmarks designed to provide accurate measure of the effectiveness and efficiency of the EMS program will be continued during the term of this contract. From time to time, the Tech Team may recommend changes for consideration and possible adoption by affirmative motion of the Board. Benchmark topics include clinical excellence, patient satisfaction, response time, reliability, operational safety, and system organization that support a culture of cooperation and mutual support. During the term of this contract the services will participate in the Cardiac Arrest Survival Team program (CAST)

J. REIMBURSEMENT BY THE COUNTY TO THE CITY AND AMHERST FOR 24/7/365 SERVICES.

REIMBURSEMENT TO THE CITY OF STEVENS POINT

1. During the period of this contract the County shall follow the reimbursement schedule shown below to reimburse the City for 14 firefighter/paramedics and one Assistant Fire Chief-EMS positions and EMS related costs:

2013	Contract Amount \$ 1,800,750.00
2014	Contract Amount \$ 1,854,773.00
2015	Contract Amount \$ 1,910,416.00
2. Budget Cost Overruns -Cost overruns to each annual budget of \$1000 or greater will be paid by the County at the rate of 70%, with the City paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit, with a final reconciliation to be completed after the year 2015. Excess funds will be returned to Portage County to be placed in a restricted non-lapsing fund for the sole purpose of system improvement. System improvement expenditures shall be reviewed by the EMS Oversight Board and funds appropriated through the normal County fiscal ordinance process.
3. The City will receive reimbursement payments quarterly during each year of the contract. The dates of quarterly payment are: January 1, April 1, July 1, and October 1.
4. Reimbursement under Extended Emergency Situations. In the event that circumstances arise which would include, but shall not be limited to, acts of God; acts of terrorism; civil commotions such as riots or strikes; acts of disasters whether natural, manmade or otherwise; declarations of states of emergencies; or acts of governmental agencies which require the use of our EMS in connection with such circumstances, and which exceed forty-eight hours in duration or result in verified total additional overtime costs exceeding \$20,000 per occurrence, then the resulting cost and override to the City or to the Amherst FD in providing such ambulance services reflect an additional cost contributing to a year end deficit, the County shall then reimburse City and Amherst FD for such services performed on a 100% basis. Upon the invocation of this paragraph, the City or Amherst FD will file a report with the County within ten business days, certifying the existence of the event and the total reimbursable overtime costs, subject to final accounting at year's end. Failure to file the report will result in a loss of reimbursement under this paragraph.

_____  _____

REIMBURSEMENT TO AMHERST

1. During the period of this contract, the County will follow the reimbursement schedule shown below to reimburse Amherst for ambulance services and related costs: This payment is to be used for ALS staffing and EMS related support and costs. The County shall pay Amherst:

a. 2013	Contract amount \$ 289,665.00
b. 2014	Contract amount \$ 298,355.00
c. 2015	Contract amount \$ 307,306.00
2. This payment is to be used for EMT-Intermediate and EMS related support, including (but not limited to) wages and fringe benefits such as FICA, retirement etc., uniforms (up to \$100 per employee per year), worker's compensation, health insurance for eligible employees, training, education, utilities, pre-employment physicals, supplies, education and laundry, and other bona fide expenses.
3. Prior to the execution of this contract Amherst will develop an internal policy to address the eligibility of full-time ambulance staff only for health insurance benefits. The policy will be provided to the Board for approval.
4. Amherst will receive reimbursement payments quarterly during each year of the contract. The dates of quarterly payment are: January 1, April 1, July 1, and October 1.
5. Budget Cost Overruns - Cost overruns to each annual budget of \$1000 or greater will be paid by the County at the rate of 70%, with the Amherst paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit, with a final reconciliation to be completed after the year 2015. Excess funds will be returned to Portage County to be placed in a restricted non-lapsing fund for the sole purpose of system improvement. System improvement expenditures shall be reviewed by the EMS Oversight Board and funds appropriated through the normal County fiscal ordinance process.
6. Reimbursement under Extended Emergency Situations. In the event that circumstances arise which would include, but shall not be limited to, acts of God; acts of terrorism; civil commotions such as riots or strikes; acts of disasters whether natural, manmade or otherwise; declarations of states of emergencies; or acts of governmental agencies which require the use of our EMS in connection with such circumstances, and which exceed forty-eight hours in duration or result in verified total additional overtime costs exceeding \$20,000 per occurrence, then the resulting cost and override to the City or to the Amherst FD in providing such ambulance services reflect an additional cost contributing to a year end deficit, the County shall then reimburse City and Amherst FD for such services performed on a 100% basis. Upon the invocation of this paragraph, the City or Amherst FD will file a report with the County within ten business days, certifying the existence of the event and the total reimbursable overtime costs, subject to final accounting at year's end. Failure to file the report will result in a loss of reimbursement under this paragraph.

K. EQUIPMENT AND MAINTENANCE REQUIREMENTS:

1. Ownership: The County shall hold title to and maintain a fleet of five fully equipped ambulance vehicles for the use of the City and one fully equipped ambulance vehicle for the use of Amherst. All vehicles shall comply with all state and federal mandated safety and equipment regulations. Units shall be replaced in a timely manner to ensure the safety of the patients, the technicians, and the public when the vehicles are being used. Replacement policy is based upon maintaining a reliable emergency vehicle that is easy to service and provides a safe work environment. Vehicle and equipment specifications to be maintained on-board a county

[Signature]

DRAFT

ambulance shall be determined by the County Board Tech Team and approved by the Board. Copies of all ambulance inspections shall be made available to the Board upon completion.

2. Maintenance and Cost: The County shall cover the entire expense to maintain the ambulance vehicles and all equipment contained therein in highest state of repair, condition and safe working order.
3. City and Amherst: The City and Amherst shall insure all employees of the service providers follow established routines for using, maintaining, and operating all vehicles and equipment contained therein according to established industry best practices for use, maintenance, and safe operating standards.

L. INSURANCE REQUIREMENTS:

1. Portage County shall maintain the following coverage:
 - a. Collision and Comprehensive: Actual cash value, minus \$1,000 deductible (collision); \$100 (comprehensive).
 - b. Vehicle Liability: \$10,000,000 per occurrence, statutory cap of \$250,000 per vehicle occurrence.
2. City and Amherst shall maintain the following coverage:
 - a. EMT Malpractice: \$1,000,000 per person/\$1,000,000 per occurrence.
 - b. Workers Compensation: Statutory Limits.
 - c. Public Liability Insurance: Hold both entities harmless per State Statutes.

County, City, and Amherst shall provide certificates of insurance setting forth the requisite coverage annually not later than February 15th of each year. Each insured party (County, City, and Amherst) shall obtain a waiver of subrogation from their respective insurer, waving its rights and claims against the other insured; in the alternate, each insured party shall name the other as an additional insured on the required policy.

M. TERM AND TERMINATION

The term of this contract shall run from January 1st 2013 for a period of three consecutive calendar years ending December 31st, 2015. Continuation of the contract is subject to re-negotiation by the parties prior to December 31st, 2015. Should the parties fail to reach agreement on a successor contract by this date or one of the parties decides to end their participation in this contract there will be an automatic continuation of the existing contract until December 31st 2016 while approval is sought from the State to develop and implement a new ambulance service plan for Portage County.

N. RAPID RESPONSE UNIT

The service providers and the Board Tech Team with final approval from Board will continue operating guidelines and staffing patterns to insure the continued effective and efficient use of the Rapid Response Unit (RRU). The parties agree that current best practices in the field of emergency medical response and transport dictate a proper role for this type of response vehicle and that this vehicle will be integrated into the Portage County EMS plan.

O. ADDITIONAL AMBULANCE AND ACCREDITATION ISSUES

- a. In the event that the parties desire to consider the operation of an additional ambulance (by the City or other provider) due to increased volumes the parties agree to conduct a technical review of the matter through the EMS Board and such operation will be implemented only by formal amendment to this agreement.

_____  _____

- b. In the event that an accreditation process is mandated, the parties agree to conduct a technical review of the matter through the EMS Board and any further accreditation program expenditures will be implemented only by formal amendment to this agreement

P. INTEGRATED DOCUMENT: OTHER PROVISIONS AND SERVICES

This Agreement supersedes all prior Agreements of the parties related to the provision of ambulance service and constitutes the entire agreement of the parties. No changes to this Agreement shall be made except in writing and duly signed by the parties. All parties will comply with all federal, state and local laws in the performance of this agreement, to include compliance with laws that prohibit discrimination in employment and the provision of services.

Q. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the United States and the State of Wisconsin.

R. SEVERABILITY

The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the remainder of the agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and by their signature, indicate that they have the requisite authority to enter the Agreement, that it has passed and approved by the city council and county board, that they have read and understand the Agreement and agree to abide by all terms. The terms of the foregoing agreement are hereby ratified with full force and effect.

FOR THE CITY OF STEVENS POINT

Date: _____
Andrew Halverson, Mayor
City of Stevens Point

FOR PORTAGE COUNTY

Date: _____
Patty Dreier
Portage County Executive

FOR THE AMHERST FIRE COMMISSION

Date: _____
Robert Wierzba, President
Amherst Fire and Safety Commission

DRAFT

Metropolitan Portage County Fire Protection District
AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT, is made and entered into by and between the municipalities and jurisdictional entities enumerated on the signature page of this agreement through the duly authorized representatives of the respective governing bodies, to provide for automatic assistance for fires and other emergency incidents as described under the terms of this agreement.

WITNESSETH:

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the Automatic Aid System participants joining in this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel.

WHEREAS, Wisconsin Statutes 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, it is the desire of these municipalities and governmental jurisdictions to initiate and/or renew an "Automatic Aid Agreement" for fire department services.

NOW, THEREFORE, BE IT RESOLVED,

1. The geographical area to be governed under this agreement shall be known as the Metropolitan Portage County Fire Protection District, also known as the Metro Fire District.
2. The parties hereto acknowledge that this Agreement is being entered into pursuant to the Wisconsin Statutes regarding intergovernmental agreements.
3. That the Automatic Aid System participants executing this agreement agree to be dispatched through a Computer Aided Dispatch (CAD) system operated by the Portage County Sheriff's Department and/or Stevens Point Police Department.
4. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous material incidents, rescue and extrication situations,

and other types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid System.

5. This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to the possibility of joint purchasing, communications, coordination, training, health and safety, fire prevention, public education, fire investigations, and other activities that will enhance the ability of the fire departments to fulfill their missions.
6. Nothing in this agreement shall limit the ability of any party from agreeing to participate in more specific contracts for services, or mutual assistance and automatic response agreements; nor shall this agreement prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.
7. Each participating municipality shall retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees.
8. Each participating municipality agrees to participate in the State of Wisconsin, Portage County, Division 110, Mutual Aid Box Alarm System (MABAS), as created under section 166.03(2)(a)3 of the Wisconsin Statutes.
9. Each participating municipality further agrees to follow standard service criteria as the primary response elements of this automatic aid agreement, including but not limited to the following;
 - Utilization of the Computer Aided Dispatch (CAD) system;
 - Develop communication protocols for; communication frequencies, tactical frequencies, paging personnel, etc.;
 - Operate under the National Incident Management System (NIMS) and the Incident Command System (ICS) for efficient management of the emergency and for the safety of firefighters through; standard terminology, reporting relationships, and support structures including the use of the Safety Officer at emergency scenes;
 - Develop annual joint training exercises for fire officers and firefighters to ensure efficient and effective operations at emergency incidents;
 - To ensure compatibility of equipment, participants should maintain an inventory of equipment available to the other municipality including, but not limited to; apparatus, hoses, gas meters, thermal imaging cameras, rescue tools, communications equipment, etc;

- Participants shall utilize the approved Portage County apparatus numbering system and standardized terminology for apparatus as developed and adopted by the Portage County Fire Chief's Association;
 - Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will automatically respond on the type of call) based upon the "three plus one system" resulting in the ultimate response of three engine companies and one ladder company to any structure fire.
 - Given the utmost importance of service delivery and personnel safety, participants recognize that the minimum staffing level for engines and ladder companies is four trained members. Responding companies shall conform to the NIMS standard resource type 1 for engine companies and type 1 or 2 for ladder companies.
 - Participants agree to the use of specialized unit resources. This assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, and/or any special call for resources made by an Incident Commander that is not pre-determined. This includes, but is not limited to; hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and tenders.
 - Participants agree that the automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries and that the level of service delivered within the Automatic Aid Agreement will be comparable.
 - Participants shall be responsible for completing a National Fire Incident Reporting System (NFIRS) fire report following each incident response. While the report may be developed by another municipality's fire officer, and/or combination of fire officers from multiple jurisdictions, the final report shall be submitted to the municipal Fire Chief responsible as the Authority Having Jurisdiction (AHJ).
10. The protocols and procedures established for the response to calls within the Metro Fire District shall be established and maintained by a governing committee consisting of the Fire Chief from each participating department, each with an equal status, and changes requiring agreement of all members.
11. No term or provision of this Agreement is intended to, or shall, create rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have cause of action hereunder.

12. Except as specifically agreed to by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of declared disasters, participants may apply for reimbursements from County, State and Federal agencies.
13. The parties further agree that this agreement supersedes all previous Automatic Aid Agreement between the parties.
14. The Automatic Aid Agreement shall commence upon the approval of each municipality's governing body, and shall automatically renew each year thereafter. The agreement shall continue in force until terminated by formal act of the parties. If any party wishes to terminate its participation in this agreement, 180 days written notice in writing of intention to terminate shall be given to the other parties.
15. The parties to this agreement agree to abide by all performance standards contained within. A failure by any party to abide by the performance standards shall result in their being subject to disciplinary steps to include; oral warning, written warning, suspension and termination.
16. The parties to this agreement hereby agree that other departments may be added to this Automatic Aid Agreement upon approval of their governing body and following approval of the existing parties.
17. This Automatic Aid Agreement shall be reviewed by all parties every two years or as deemed necessary.
18. It is the stated goal of the member municipalities that a period of not less than 24 months from the start of this agreement be allowed prior to the integration of any additional members. A lesser period may be permitted upon agreement of all participating member municipalities.

**Metropolitan Portage County Fire Protection District
AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES**

IN WITNESS WHEREOF, this Agreement is executed and joined on the year and date written herein.

For the Village of Plover

For the City of Stevens Point

President

Mayor

Date

Date

ATTEST:

ATTEST:

Title

Title

Date

Date

**COMPTROLLER-TREASURER REPORT
for the period ending October 31, 2012**

	Bal Oct. 1, 2012	Receipts	Disbursements	Bal Oct. 31, 2012
GENERAL OPERATING CASH	\$647,444.25	\$5,217,437.66	\$5,467,768.62	\$397,113.29
WATER & SEWER (CASH & INVEST)	\$7,430,551.99	\$2,255,032.10	\$1,336,791.16	\$8,348,792.93

INVESTMENTS	Bal Oct. 1, 2012	TRANSFER IN	TRANSFER OUT	Bal. Oct. 31, 2012
GENERAL	\$18,614,284.95	\$0.00	\$2,000,000.00	\$16,614,284.95
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	\$2,100,000.00	\$11,713,738.34
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>\$34,359,411.40</u>	<u>\$0.00</u>	<u>\$4,100,000.00</u>	<u>\$30,259,411.40</u>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$2,601,128.20	\$1,882,605.07	72.38%	GENERAL	\$21,937,007.00	\$17,722,650.06	80.79%
EMERGENCY GOVT	\$1,133,797.00	\$859,899.63	75.84%	TRANSIT	\$2,193,539.00	\$2,026,479.38	92.38%
POLICE	\$4,859,458.00	\$4,170,251.44	85.82%	AIRPORT	\$469,183.00	\$435,564.32	92.83%
FIRE	\$4,794,475.00	\$3,789,916.13	79.05%				
PUBLIC WORKS	\$5,791,871.00	\$4,568,666.98	78.88%				
PARK & REC	\$2,260,870.00	\$1,883,648.84	83.32%				
CAPITAL PROJECTS	\$459,108.00	\$281,181.55	61.25%				
TRANSIT	\$2,193,539.00	\$3,939,910.24	179.61% *				
AIRPORT	\$469,183.00	\$481,100.29	102.54% **				
DEBT SERVICE	\$4,475,293.00	\$4,270,185.78	95.42%				

* transit shows over budget as transit facility is expensed within the Transit fund
 ** Airport expenses related to fuel purchases

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



Andrew J. Halverson
Mayor
715-346-1570

December 12, 2012

Members of the Common Council
Stevens Point, Wisconsin

The following appointments are recommended for your consideration:

DIRECTORS FOR 2-YEAR TERMS COMMENCING JANUARY 1, 2013:

Michael Ostrowski	Director of Community Development
Tom Schrader	Director of Parks and Recreation Services
Scott Schatschneider	Director of Public Works
Joel Lemke	Director of Public Utilities and Transportation

Your confirmation of these appointments would be appreciated.

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

Andrew J. Halverson, Mayor