

**City of Stevens Point  
REGULAR COUNCIL MEETING**

**Council Chambers  
County-City Building**

**January 21, 2013  
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 December 17, 2012 and the Special Common Council meeting of December 19, 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. Mayoral Veto of the Alternate FICA Plan.
7. Boys and Girls Club request for future use of space in current Mid-State building.
8. Minutes and actions of the Plan Commission meeting of January 7, 2013.
9. Public Hearing – Conditional Use - 2617 Water Street – constructing an addition between their existing structure.
10. Resolution on the above.
11. Public Hearing – Conditional Use – 1225 Second Street – increasing the number of occupants living in second floor apartment units.
12. Resolution on the above.
13. Public Hearing – Zoning – rezone the property known as the East Park Commerce Center, consisting of approximately 762 acres, lying north of County Road HH, east of Brilowski Road/County Road R, south of Canadian National Railroad right-of-way, and west of Burbank Road from "M-1" Light Industrial District, "M-2" Heavy Industrial District and "R-LD" Low Density Residence to "PID" Planned Industrial Development District.
14. Ordinance Amendment on the above.
15. Public Hearing – Conditional Use – 1450 Water Street - increase the number of allowed occupants.

16. Resolution on the above.
17. Minutes and actions of the Public Protection Committee meeting of January 14, 2013 and the minutes of the Special Public Protection Committee meeting of December 19, 2012.
18. Minutes and actions of the Finance Committee meeting of January 14, 2013.
19. A Resolution Authorizing and Providing for the Sale and Issuance of \$3,250,000 Obligation Promissory Notes, Series 2013A, and All Related Details.
20. Agreement for Assessment Maintenance Service with James Siebers.
21. Minutes and actions of the Board of Public Works meeting of January 14, 2013.
22. Ordinance Amendment – Licenses and Permits - Licenses and Permits for the Public Square – Farmer’s Market and Vending Area (Sec. 12.02 of the RMC).
23. Minutes and actions of the Personnel meeting of January 14, 2013 and the Special Personnel meeting of January 11, 2013
24. Minutes and actions of the Board of Water & Sewerage Commissioners meeting of January 14, 2013.
25. Resolutions – Amendments to Health Reimbursement Arrangement Plan for Water & Sewer Departments.
26. Minutes and actions of the Police and Fire Commission meeting of January 8, 2013 and the Special Police and Fire Commission meetings of December 11 and December 13, 2012.
27. Statutory Monthly Financial Report of the Comptroller-Treasurer.
28. Adjournment.

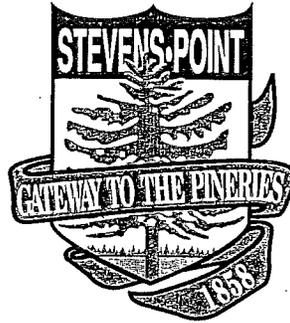
RMC – Revised Municipal Code

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



Andrew J. Halverson  
Mayor  
715-346-1570

To: City Clerk John V. Moe  
From: Mayor Andrew J. Halverson  
RE: Mayoral Veto

Clerk Moe:

Pursuant to Wis. Stats. 62.09 (8)(c) I do hereby veto the action of the Common Council meeting of December 17, 2012 relating to what I will describe as the "FICA" vote. This vote came about from a motion to approve the actions of the Finance Committee from December 10, 2012 with the exception of agenda item two from that meeting pulled for further consideration. Agenda item two from the Finance Committee meeting of December 10, 2012 related to a potential change in FICA contributions for part time employees that are in our Parks Dept.

The Common Council at their meeting approved the change to FICA contributions for those employees by a vote of 6-5. I will be vetoing that action for the following reasons:

As I fully understand this action would save the City approximately \$20,000, it comes at great cost to employees that may be at a point in their working career where they don't understand, or are unaware of just how much a move like this may cost them. We are talking about primarily part-time college students that are simply trying to pay for college, student loans, and living expenses; while trying to establish working credits within the Social Security System.

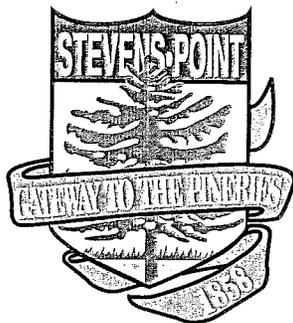
I cannot in good conscience allow this to go on, to affect such a small group of employees, for little City gain; in a way that could have massive ramifications relating to their future ability to collect Social Security benefits. It is for the aforementioned reasons I am formally alerting you of this Veto. Please take the appropriate actions under the law to address this veto action.

**MAYORAL VETO**

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

Andrew J. Halverson, Mayor

City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, WI 54481-3594  
FAX 715-346-1498



**John Moe**  
City Clerk  
715-346-1569

CERTIFICATE OF CITY CLERK

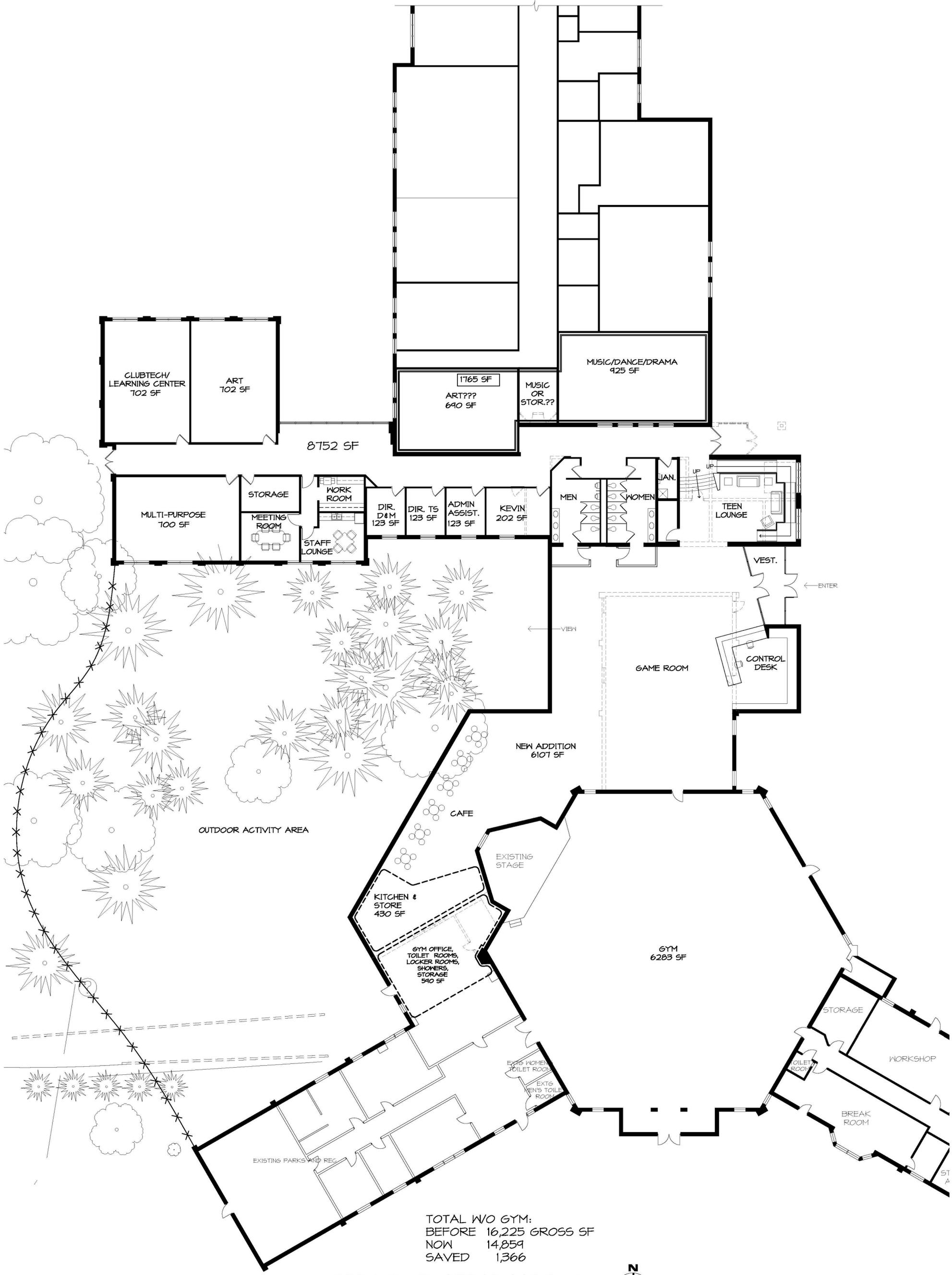
STATE OF WISCONSIN     )  
  )  
COUNTY OF PORTAGE     )

I, John Moe, hereby certify that I am the duly elected, qualified and acting CITY CLERK of the CITY OF STEVENS POINT, Portage County, State of Wisconsin, and as such have charge of the official records of the City.

I further certify that Mayor Andrew Halverson has vetoed the Common Council motion to change FICA contributions for part-time employees in the Parks and Recreation Department, which were passed by the Common Council on December 17, 2012, and such document was filed with my office on December 19, 2012, and that the attached is a true and correct copy of his objection letter, and the original is on file in my office.

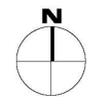
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Stevens Point, this 20<sup>th</sup> day of December 2012.

John Moe, City Clerk



TOTAL WO GYM:  
 BEFORE 16,225 GROSS SF  
 NOW 14,859  
 SAVED 1,366

PRELIMINARY SITE / FLOOR PLAN  
 OPTION 3



**BOYS AND GIRLS CLUB  
 PORTAGE COUNTY**  
 STEVENS POINT, WI  
 JANUARY 8, 2013



# Great Futures Start Here!

**10 year  
anniversary**

2002 **BOYS & GIRLS CLUB** 2012  
OF PORTAGE COUNTY, INC.

## MEMO

**Date:** January 15<sup>th</sup>, 2013

**To:** City of Stevens Point Common Council

**From:** Kevin Quevillon, Executive Director, Boys & Girls Club of Portage County

**Re:** Boys & Girls Club Teen Center Project @ Recreation Center/MSTC Current Facilities

We appreciate your support of our efforts to relocate our Teen Center to a portion of the properties of the current Park & Recreation & MSTC facilities through Resolution #35790. Upon your Resolution we have engaged an independent architect, Mudrovich Architects, to complete a preliminary design of a new Boys & Girls Club Teen Center. Attached to this memo is a preliminary floor plan and an East Elevation.

We believe our preliminary design is a win-win for all parties involved, particularly the teenage youth of Stevens Point. By constructing a connection point between the Park & Recreation Facility and utilizing a portion of the MSTC facility we believe we can provide an excellent facility for teen programming that could serve upwards of 100 teens per day as well as provide collaborative opportunities with the City of Stevens Point Park & Recreation in relation to the gym space. With this design the Park & Recreation Department would continue to utilize their current space.

When teens enter from PJ Jacobs or get dropped off by bus from Ben Franklin through our new, safe entrance facing Goerke Park, they will immediately be greeted by friendly, caring and welcoming staff at our front desk, then surrounded by a large, open games room where they can have fun and socialize or choose to become involved in other youth development programs in new spaces like an Art Room, Music/Drama/Dance Room, ClubTech Room, the Teen Lounge, or grab a snack in the Teen Café, or work on their homework in our quiet Learning Center. This facility will be ALL for them, a place for teens to call their own.

When we last presented the need for a new Teen Center to the Common Council back on June 18<sup>th</sup> we shared with you the community's need for more positive programs and opportunities for teens in Stevens Point. You heard from PJ Jacob's Principal Dan Dobratz and his excitement for the Boys & Girls Club to be located adjacent to his school for easy access. This facility will meet the needs of hundreds of teens each year and could serve upwards of 100 teens per day.

We would like you to consider our request for the spaces we have identified in our design so we may continue to plan ahead with our fund raising efforts to make this a reality. We strongly believe that, with your support, with this facility design, and with our programs, we will be creating and providing a wonderful resource for years to come for Stevens Point teens and families.

We appreciate your consideration.

## BOARD OF DIRECTORS

**President:**

Fritz Schierl

**1st Vice President:**

Patty Noel

**2nd Vice President:**

Wayne Semmerling

**Secretary:**

Samuel Dinga

**Treasurer:**

Mike Zimmer

**Past President:**

Keith Pilger

**Executive Director:**

Kevin Quevillon

Marc Boucher

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Marcia Fritzsche

Lois Hofmeister

Josh Jandrain

Jim Koziol

John Noel

Frank O'Brien

Gerri Okray

Mark Olinyk

Cinda Patterson

Steven Regnier

Cathy Rhutasel

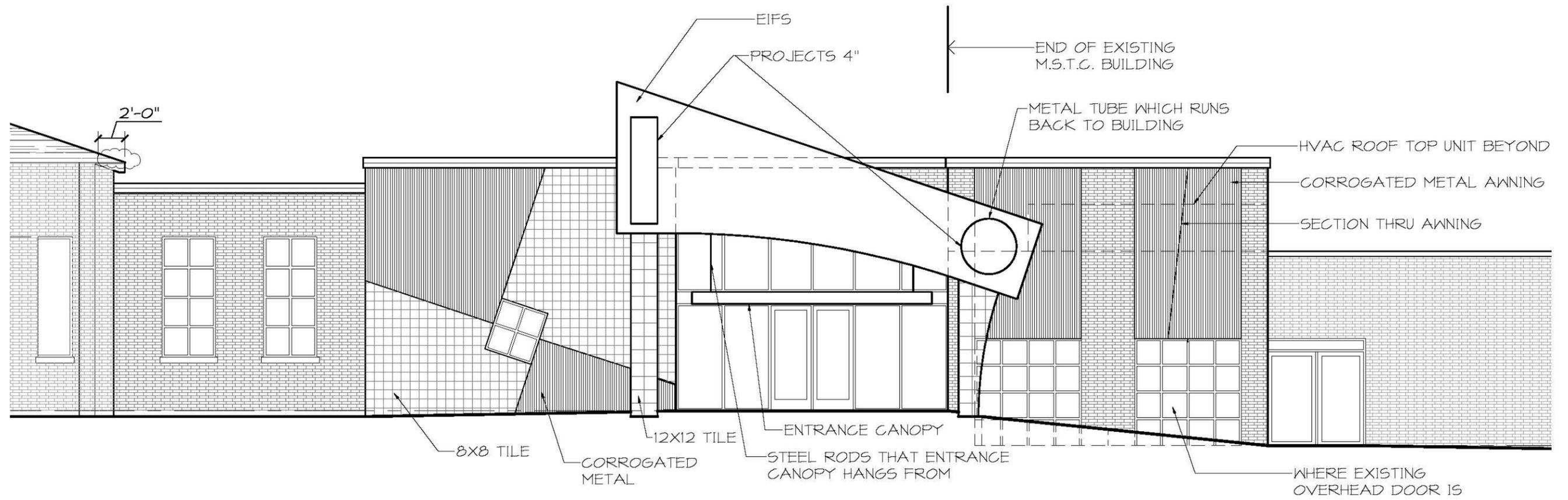
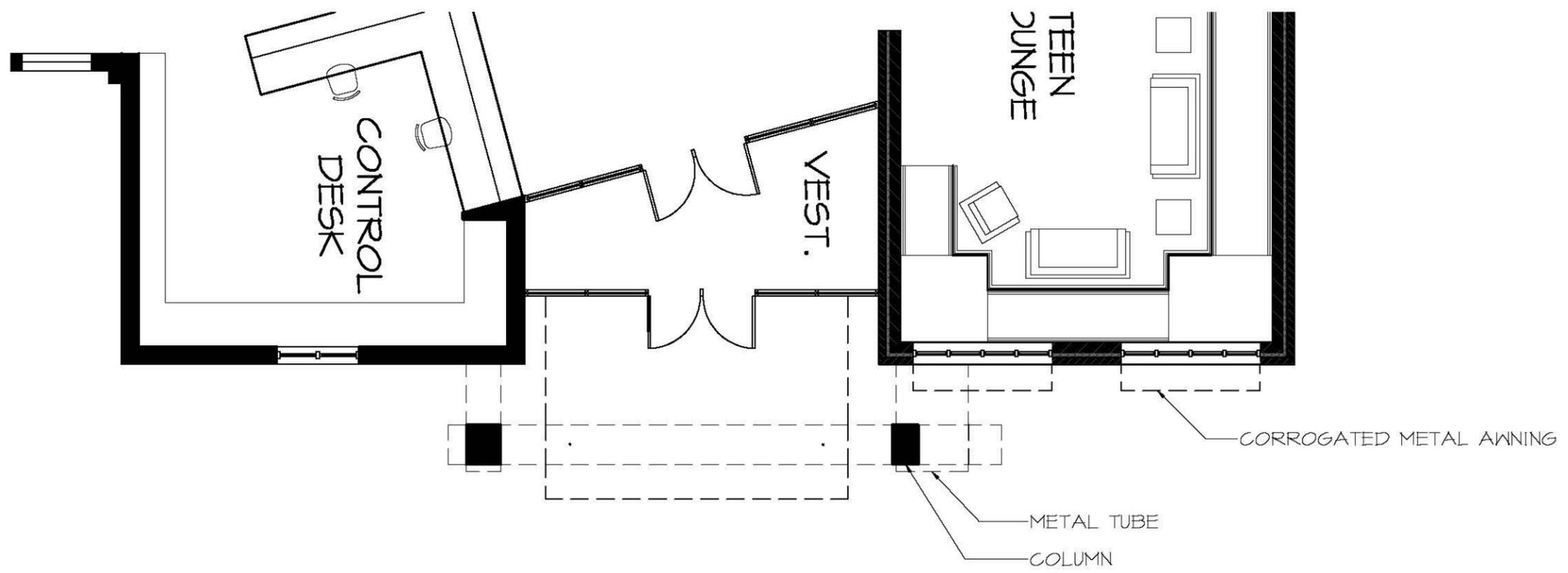
Anne Schierl

Attila J. Weninger

Beverly West

Laura West





REPORT OF CITY PLAN COMMISSION

Monday, January 7, 2013 – 6:00 PM  
Lincoln Center – 1519 Water Street

PRESENT: Mayor Andrew Halverson, Alderperson Jerry Moore, Commissioner Tony Patton, Commissioner Sarah O'Donnell, Commissioner Garry Curless, and Commissioner David Cooper (Commissioner Anna Haines excused).

ALSO PRESENT: Community Development Director Michael Ostrowski, Economic Development Specialist Kyle Kearns, Alderperson Beveridge, Alderperson Suomi, Alderperson Wiza, Alderperson M. Stroik, Alderperson Slowinski, Alderperson R. Stroik, Alderperson Phillips, Brandi Makuski, Russell Trzebiatowski, Cathy Dugan, Mary Ann Laszewski, Carrie Freeberg, Joe Senn, Barb Jacob, Randy Wanta, Joe Martino, Jeff Salewski, Art Oksuita, Cathy Hetzel, Tom Hetzel, Tom Ambrosius, David O'Brien, Rich Sommer, and Corey Ladick.

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INDEX:

1. Report of the December 3, 2012 Plan Commission meeting.
2. Request from the Stevens Point Brewery, for a conditional use permit for the purposes of infilling; constructing an addition between their existing structure at **2617 Water Street (Parcel ID 2308-05-1018-12)**, and off-site parking.
3. Request from Culver's, for a site plan and parking lot review to deviate from the required five foot side yard setback and landscaping requirements at **332 Division Street North (Parcel ID 2408-29-1200-10)**.
4. Request from Troy Hojnacki, representing Bars None Inc., for a conditional use permit for the purpose of increasing the number of occupants living in second floor apartment units at **1225 Second Street (Parcel ID 2408-32-2015-10)**, along with off-site parking.
5. Request from City of Stevens Point to rezone the property known as the **East Park Commerce Center, consisting of approximately 762 acres, lying north of County Road HH, east of Brilowski Road/County Road R, south of Canadian National Railroad right-of-way, and west of Burbank Road (Parcel ID's: 2308-01-2100-01, 2308-01-1200-02, 2308-01-1200-01, 2308-01-1100-02, 2308-01-1100-01, 2309-06-2200-01, 2309-06-2200-02, 2309-06-2100-01, 2308-01-1300-01, 2308-01-1300-02, 2308-01-1400-01, 2308-01-1400-02, 2309-06-2300-01, 2309-06-2300-02, 2309-06-2400-01, 2308-01-3100-01, 2308-01-4200-01, 2308-01-4100-01, 2309-06-3200-01, 2309-06-3100-01, 2308-01-3400-01, 2308-01-4300-01, 2308-01-4400-01, 2309-06-3300-01, and 2309-06-3400-01)** from "M-1" Light Industrial District and "M-2" Heavy Industrial District to "PID" Planned Industrial Development District.
6. Review and recommendation on transferring and/or selling and/or assigning the rights to the property located at **1101 Centerpoint Drive (Parcel ID 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66)** from the Community Development Authority of the City of Stevens Point to potential purchasers and developers.
7. Request from the Community Development Authority of the City of Stevens Point to approve the certified survey map for **1101 Centerpoint Drive (Parcel ID: 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66)**.

8. Request from the Community Development Authority of the City of Stevens Point to transfer unaddressed property located northwest of 1450 Water Street (**Parcel ID: 2408-32-2019-35**) from the City of Stevens Point to the Community Development Authority of the City of Stevens Point.
  9. Review and recommendation on transferring and/or selling the property located at **1450 Water Street (Parcel ID 2408-32-2019-33)** and the adjacent property in the above agenda item (**Parcel ID: 2408-32-2019-35**) from the Community Development Authority of the City of Stevens Point to potential purchasers and developers.
  10. Request from the Community Development Authority of the City of Stevens Point for a conditional use permit to increase the number of allowed occupants at **1450 Water Street (Parcel ID 2408-32-2019-33)**.
  11. Request from the Community Development Authority of the City of Stevens Point to allow for off-site parking for the property located at 1450 Water Street.
  12. Adjourn.
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1. Report of the December 3, 2012 Plan Commission meeting.

**Motion by Commissioner Cooper to approve the report of the December 3, 2012 meeting; seconded by Alderperson Moore. Motion carried 6-0.**

2. Request from the Stevens Point Brewery, for a conditional use permit for the purposes of infilling; constructing an addition between their existing structure at **2617 Water Street (Parcel ID 2308-05-1018-12)**, and off-site parking.

Director Ostrowski stated that the Stevens Point Brewery is requesting a conditional use permit for the purpose of infilling; construction and addition between their existing structure at 2617 Water Street and off-site parking. He continued stating that the 6,000 – 7,000 sq ft addition would bring the building flush to the existing parts of the structure and staff would recommend approval with the following conditions:

- All building codes shall be met and building permits obtained.
- The infill construction shall not encroach further into the setback than the existing facility.
- Exterior façade and architectural design shall match that of the existing structure in color, design, style, and materials, including doors and windows.
- A lighting plan shall be submitted, to be reviewed by the Community Development Department.
- Parking loss due to the infill shall be immediately re-established at another approved location on site or nearby.
- All other parking requirements per City Code shall be met.
- Roof trim and cornice shall match that of the existing building.
- The proposed overhead door shall be excluded.
- Ingress and egress shall be removed and curb, gutter and sidewalk shall be installed at the owner's expense.
- A landscaping plan shall be submitted, to be reviewed by the Community Development Department.

- Vegetative landscaping shall exist between the sidewalk and building, similarly to what currently exists between the existing structure and sidewalk.
- A drainage plan shall be submitted and reviewed by the Department of Public Works.
- Minor modifications to the design and site plan can be approved by staff.
- Any major modifications to the proposed infill building or adjacent facilities must be reviewed by the Plan Commission and approved by the Common Council.
- If the area of the proposed addition is ever needed for public purposes (e.g. street widening), applicant agrees that the cost of such acquisition by the City shall not include building improvements made within the required 30 foot setback.

**Motion by Commissioner Patton to approve the requests from the Stevens Point Brewery, for a conditional use permit for the purposes of infilling; construction an addition between their existing structure at 2617 Water Street (Parcel ID 2308-05-1018-12), and off-site parking with the following conditions:**

- **All building codes shall be met and building permits obtained.**
- **The infill construction shall not encroach further into the setback than the existing facility.**
- **Exterior façade and architectural design shall match that of the existing structure in color, design, style, and materials, including doors and windows.**
- **A lighting plan shall be submitted, to be reviewed by the Community Development Department.**
- **Parking loss due to the infill shall be immediately re-established at another approved location on site or nearby.**
- **All other parking requirements per City Code shall be met.**
- **Roof trim and cornice shall match that of the existing building.**
- **The proposed overhead door shall be excluded.**
- **Ingress and egress shall be removed and curb, gutter and sidewalk shall be installed at the owner's expense.**
- **A landscaping plan shall be submitted, to be reviewed by the Community Development Department.**
- **Vegetative landscaping shall exist between the sidewalk and building, similarly to what currently exists between the existing structure and sidewalk.**
- **A drainage plan shall be submitted and reviewed by the Department of Public Works.**
- **Minor modifications to the design and site plan can be approved by staff.**
- **Any major modifications to the proposed infill building or adjacent facilities must be reviewed by the Plan Commission and approved by the Common Council.**
- **If the area of the proposed addition is ever needed for public purposes (e.g. street widening), applicant agrees that the cost of such acquisition by the City shall not include building improvements made within the required 30 foot setback.**

**seconded by Commissioner Curless.**

Economic Development Specialist Kyle Kearns clarified with Mr. Oksuita regarding the condition of the overhead door, to which Mr. Oksuita explained it is for the sole purpose of bringing equipment in and out of the structure, and that there would be no truck traffic or loading zone on Water Street. Commissioner Curless clarified that all the truck traffic was remaining on Henrietta, to which Mr. Oksuita confirmed.

Director Ostrowski suggested the amendment to exclude the condition of excluding the proposed overhead door, to which both Commissioners Patton and Curless agreed.

**Motion carried 6-0.**

3. Request from Culver's, for a site plan and parking lot review to deviate from the required five foot side yard setback and landscaping requirements at **332 Division Street North (Parcel ID 2408-29-1200-10)**.

Director Ostrowski explained the request is from Culver's for a site plan and parking lot review to deviate from the required five foot side yard setback and landscaping requirements on the north end of the property at 332 Division Street North. He continued stating that typically a five foot setback is required, but on the southern end there is a large setback with a slope, so to shift the site plan to the south would require reconstruction and removal of mature trees that are currently between the hotel and the site in question. Staff does recommend approval of the landscape and setback modification with the following conditions:

- A stormwater drainage plan shall be submitted and reviewed by the Public Works department, meeting all stormwater requirements.
- A landscaping plan shall be submitted, reviewed and approved by the Community Development department.
- A lighting plan shall be submitted, reviewed and approved by the Community Development department.
- A permit shall be obtained from the Community Development department for the parking lot construction.
- The landscaping shall not cause any vision obstructions. Clearview requirements shall be maintained.
- Curb or wheel stops will need to be installed where the parking lot abuts the landscaping strips.
- Curb and landscaping, meeting the screening requirements, shall be installed to the areas identified as painted asphalt in the northeast portion of the site plan.

Commissioner Curless asked if there was going to be fencing along the northern side, to which Director Ostrowski stated no, but there would be curbing or wheel stops.

Aldersperson Moore asked if there was any plan for the frontage road that leads to the Convention and Visitors Center, to expand, to which Mayor Halverson answered there is no current plan, but he would like to work with the DOT and plan for better access to that corner in the future.

**Motion by Commissioner Patton to approve the request from Culver's, for a site plan and parking lot review to deviate from the required five foot side yard setback and landscaping requirements at 332 Division Street North (Parcel ID 2408-29-1200-10) with the following conditions:**

- **A stormwater drainage plan shall be submitted and reviewed by the Public Works department, meeting all stormwater requirements.**
- **A landscaping plan shall be submitted, reviewed and approved by the Community Development department.**
- **A lighting plan shall be submitted, reviewed and approved by the Community Development department.**
- **A permit shall be obtained from the Community Development department for the parking lot construction.**
- **The landscaping shall not cause any vision obstructions. Clearview requirements shall be maintained.**
- **Curb or wheel stops will need to be installed where the parking lot abuts the landscaping strips.**
- **Curb and landscaping, meeting the screening requirements, shall be installed to the areas identified as painted asphalt in the northeast portion of the site plan.**

**seconded by Alderperson Moore. Motion carried 6-0.**

4. Request from Troy Hojnacki, representing Bars None Inc., for a conditional use permit for the purpose of increasing the number of occupants living in second floor apartment units at **1225 Second Street (Parcel ID 2408-32-2015-10)**, along with off-site parking.

Director Ostrowski stated that the property currently has a one bedroom unit upstairs. Mr. Hojnacki wants to remodel to add two additional bedrooms into the unit for a total occupancy of three, and the parking would occur off-site in the Crosby lot. Staff would recommend approval with the following conditions:

- Applicant must secure the appropriate number of parking spaces through a city permit.
- Shall parking ever become unavailable, the conditional use must cease within 60 days, or another parking location must be approved.
- Applicant must secure a multi-family license prior to occupying the unit.
- Accurate floor plan of the second story shall be submitted by an architect or engineer to be reviewed by City staff prior to issuance of occupancy license and building permits.
- All building codes shall be met prior to issuance of occupancy license.
- The interior work for the apartment shall be completed within one (1) year after final approval, and may be granted a six month extension with approval by staff.
- Exterior improvements must be reviewed and approved by the Historic Preservation/ Design Review Commission (windows, trim, etc).
- Dumpsters and/or refuse containers shall be screened from view.

**Motion by Commissioner Patton to approve the request from Troy Hojnacki, representing Bars None Inc., for a conditional use permit for the purpose of increasing the number of occupants living in second floor apartment units at 1225 Second Street (Parcel ID 2408-32-2015-10), along with off-site parking with the following conditions:**

- **Applicant must secure the appropriate number of parking spaces through a city permit.**

- Shall parking ever become unavailable, the conditional use must cease within 60 days, or another parking location must be approved.
- Applicant must secure a multi-family license prior to occupying the unit.
- Accurate floor plan of the second story shall be submitted by an architect or engineer to be reviewed by City staff prior to issuance of occupancy license and building permits.
- All building codes shall be met prior to issuance of occupancy license.
- The interior work for the apartment shall be completed within one (1) year after final approval, and may be granted a six month extension with approval by staff.
- Exterior improvements must be reviewed and approved by the Historic Preservation/ Design Review Commission (windows, trim, etc).
- Dumpsters and/or refuse containers shall be screened from view.

seconded by Commissioner Curless. Motion carried 6-0.

5. Request from City of Stevens Point to rezone the property known as the **East Park Commerce Center, consisting of approximately 762 acres, lying north of County Road HH, east of Brilowski Road/County Road R, south of Canadian National Railroad right-of-way, and west of Burbank Road (Parcel ID's: 2308-01-2100-01, 2308-01-1200-02, 2308-01-1200-01, 2308-01-1100-02, 2308-01-1100-01, 2309-06-2200-01, 2309-06-2200-02, 2309-06-2100-01, 2308-01-1300-01, 2308-01-1300-02, 2308-01-1400-01, 2308-01-1400-02, 2309-06-2300-01, 2309-06-2300-02, 2309-06-2400-01, 2308-01-3100-01, 2308-01-4200-01, 2308-01-4100-01, 2309-06-3200-01, 2309-06-3100-01, 2308-01-3400-01, 2308-01-4300-01, 2308-01-4400-01, 2309-06-3300-01, and 2309-06-3400-01)** from "M-1" Light Industrial District and "M-2" Heavy Industrial District to "PID" Planned Industrial Development District.

Director Ostrowski stated this item has been discussed in prior meetings and the rezoning classification to Planned Industrial Development would ensure the requirement for a concept plan and site plan review by the Plan Commission.

Commissioner Curless asked if light industrial uses would also be included in the Planned Development District, to which Director Ostrowski stated yes, light industrial and heavy industrial would be able to locate there with the requirement to come to the Plan Commission for site plan review.

**Motion by Alderperson Moore to approve the request from City of Stevens Point to rezone the property known as the East Park Commerce Center, consisting of approximately 762 acres, lying north of County Road HH, east of Brilowski Road/County Road R, south of Canadian National Railroad right-of-way, and west of Burbank Road (Parcel ID's: 2308-01-2100-01, 2308-01-1200-02, 2308-01-1200-01, 2308-01-1100-02, 2308-01-1100-01, 2309-06-2200-01, 2309-06-2200-02, 2309-06-2100-01, 2308-01-1300-01, 2308-01-1300-02, 2308-01-1400-01, 2308-01-1400-02, 2309-06-2300-01, 2309-06-2300-02, 2309-06-2400-01, 2308-01-3100-01, 2308-01-4200-01, 2308-01-4100-01, 2309-06-3200-01, 2309-06-3100-01, 2308-01-3400-01, 2308-01-4300-01, 2308-01-4400-01, 2309-06-3300-01, and 2309-06-3400-01) from "M-1" Light Industrial District and "M-2" Heavy Industrial District to "PID" Planned Industrial Development District; seconded by Commissioner O'Donnell. Motion carried 6-0.**

6. Review and recommendation on transferring and/or selling and/or assigning the rights to the property located at **1101 Centerpoint Drive (Parcel ID 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66)** from the Community Development Authority of the City of Stevens Point to potential purchasers and developers.

Director Ostrowski stated as part of the CenterPoint MarketPlace redevelopment project, the Community Development Authority of the City of Stevens Point (CDA) is planning to transfer and/or sell and/or assign the rights to the above described property. In October 2012, the Plan Commission and Common Council approved the transfer and/or sale and/or assigning of rights to Sara Investments, however, the sale never came to fruition. This transaction has very similar terms, except that one of the main differences would be that the CDA would agree to also transfer Outlot 1 and Outlot 2 to the developer if certain benchmarks are met. Under the development agreement, the CDA would transfer Outlot 1 to the developer if they created 5,000 square feet of new space (addition or new building), and Outlot 2 would transfer to the developer if they created 10,000 square feet of new space (addition or new).

Commissioner Curless asked if the site is currently vacant and if it was 80,000 sq ft, to which Director Ostrowski stated it is the Dunham's building and the area to the east. Furthermore, Director Ostrowski said there would be a 60 foot public right of between the Shopko Building and this property so a road could be extended through there in the future. Commissioner Curless then clarified that if they decide to develop the land, then the city would give them the Outlots, to which Director Ostrowski stated that is correct. They would maintain and own that portion of the parking area, but the rest of the portion to the south would remain a public. Mayor Halverson continued, stating that until they would do the extended development, the parking stalls would be owned and maintained by the city, but the developer wanted to ensure if they committed to the additional development in this area that they would have additional parking designated to them. Commissioner O'Donnell asked if this was the same agreement as Sara Investments, to which Mayor Halverson stated yes with the exception of the Outlots.

Aldersperson Randy Stroik asked if Shopko had signed off and agreed to this, to which Director Ostrowski stated that the agreement allows the transfer of property but any new construction would need to be signed off on.

Mary Ann Laszewski, 1209 Wisconsin Street, feels that the public was not informed in enough time prior to it being presented to the Plan Commission. She expressed concerns as to lack of information for what the site would be used for.

Reid Rocheleau feels the sale is not comparable to the previous agreement with Sara Investments and thinks the sale and development of the property should wait until it is more valuable after MSTC is complete and moved in.

Barb Jacob, 1616 Depot Street, agrees with Mr. Rocheleau and would like to know what type of development will be there and wants the city to slow down and get more public input on the matter.

Cathy Dugan, 615 Sommers Street, feels that the city should take measures to redevelop infill and restore the downtown historically whenever they can. She admires the administration for doing what they are doing, but would like to see more explanation given to the public on how and why things are done the way they are. She also wants the public to see how valuable this development is.

Aldersperson Andrew Beveridge stated that the development area is still zoned Central Business District zoning with uses that are allowed in that zoning classification as well as any conditional uses that would have to be brought before the Plan Commission for review. He pointed out that with the previous sale, there were no set plans and just a portfolio of types of development that they have done, which is similar to Schertz-Fahrner LLC.

Commissioner Curless asked if the city knows the type of development, to which Director Ostrowski stated most likely office and/or retail, but there would not be any residential on the first level as well as some other types of developments based on the REA agreement with Shopko.

Mayor Halverson pointed out that he likes the option of working with a local developer who has a proven track record of well maintained facilities and well planned out projects. He continued to state that we do not need to know what a developer's plan is, due to the zoning requirements that give a guideline to the development of a site. The concern then is unfounded since the scope has changed insignificantly other than the parking, and the parking gives more tax base.

Aldersperson Mike Wiza wanted to clarify that apartments are not allowed on the first level, but can the building support a second level, to which Director Ostrowski stated there is the potential to add a second level, but if it was to be apartments, it would have to come back before the Plan Commission and Common Council for a conditional use permit and before Historic Preservation for design review, as well as, to Shopko for their review. Aldersperson Wiza asked if the property taxes to the City of Stevens Point are up to date, and those for Executive Place, to which Mayor Halverson stated he believed so.

Aldersperson Moore asked if there are any other examples as to what would be restricted in the REA, to which Director Ostrowski answered general discount retail and no competes to Shopko, nightclubs, adult book stores, pharmacy, optical, and alcohol sales above 60% type uses.

**Motion by Commissioner Curless to approve the recommendation on transferring and/or selling and/or assigning the rights to the property located at 1101 Centerpoint Drive (Parcel ID 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66)**

**from the Community Development Authority of the City of Stevens Point to potential purchasers and developers; seconded by Commissioner O'Donnell. Motion carried 6-0.**

7. Request from the Community Development Authority of the City of Stevens Point to approve the certified survey map for **1101 Centerpoint Drive (Parcel ID: 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66).**

Director Ostrowski stated that Outlot 1 and Outlot 2 are really put in as place holders until that parking lot is created, but the actual boundary would go to the southern end of the parking stalls which may change slightly, but would not go any further to the south in order to keep it a non-landlocked parcel. Also, under the notes section if Lot 1 would be sold there would be a requirement for access and utilities.

**Motion by Commissioner Cooper to approve the certified survey map for 1101 Centerpoint Drive (Parcel ID: 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66) with the condition that the actual boundary may change slightly to allow the southern boundary of the outlots to end at the end of the parking stalls; seconded by Commissioner Patton. Motion carried 6-0.**

Mayor Halverson asked the commission if agenda items 8,9,10 and 11 could all be discussed together, but would then be acted upon individually, which was agreeable to all commissioners in attendance.

Director Ostrowski stated that agenda item 8 is the triangle piece of property just to the south of Water Street and north of the existing CDA property. The request is to transfer that property to the CDA for control and inclusion in the sale. He explained that the CDA currently owns Edgewater Manor and it was public housing prior to 2009. Furthermore, the building is currently 35% vacant and needs upgrading and improvements. With this sale, the building could be properly upgraded and brought onto the tax role. He continued stating that we could then look at amending the downtown TIF boundaries (TIF 6) and include this property, as well as potentially several others into the district. In addition, based on the previous status of this property being public housing, the regulation was for a single resident or a husband and wife to reside per unit, where as the current request is to increase the occupancy from 81 to 162. This would allow up to two unrelated persons per unit. Along with that there would be a need to increase parking based on the increase of occupants, so off-site parking at either the lot to the south, or a nearby municipal lot is being requested.

Aldersperson Moore asked why this property was not marketed through a realtor or real estate developer so that other people would have a chance to buy this property. Mayor Halverson stated that he was very comfortable with the offer and didn't feel the need to advertise the property, but if this does not go forward, then there may be the need to market the property.

Director Ostrowski stated that when this property was public housing, it was about 5% vacant and since it has lost that status, vacancy has increased. The current units need upgrading and are typically smaller than comparables on the market. The developer's intent is to keep it housing and try to keep the residents that are there now within the building.

Commissioner O'Donnell asked about the TIF component and if the TIF is unable to be amended to include this property will the sale still go through, to which Director Ostrowski stated that the sale would likely not go through.

Commissioner Curless asked how many additional parking stalls would be needed, to which Director Ostrowski stated there are currently approximately 47 stalls with the property. Any increase in occupancy would require an increase in parking by that much, so 81 stalls is the request. Commissioner Curless pointed out that in the past, there was not as much need due to the elderly population that resides there, but now the building would not be exclusive to elderly persons. Commissioner Curless continued, asking how many stalls the property would obtain in the transfer, to which Director Ostrowski stated that the developer is working with a local architect to redevelop the lot and see how much additional parking can be created. Director Ostrowski continued to state that they could also have the ability to use the spaces to the south, which has been purchased by Mr. Seramur.

Commissioner Cooper asked for an expanded explanation of what this would do for the TIF district if this property is added. Director Ostrowski stated that with the improvements, it could generate as much as \$55,000 – \$65,000 dollars per year upon entering at a zero base. Mayor Halverson added with that kind of revenue it is an approximate 25 – 30% reduction on the debt service on the mall borrowing, and the tax rate exposure on that borrowing for the overall taxpayers.

Director Ostrowski added that the public housing study that was recently done stated that we do need additional affordable housing, but unfortunately HUD creating additional properties, so returning this to a public housing building would have to be subsidized at the taxpayers' expense, or working with private developers similar to the recent project requested from CAP Services.

Mayor Halverson stated that the city has had conversations with HUD whom they specifically tried to get the ability to bring HUD back into the picture; however, it was not an option. He continued stating that the options are limited, and from a financial perspective Edgewater is not public housing. The issue is that there is only so much that can be charged for rent within the building, giving no revenue to the CDA for subsidizing the cash flow loss on the property if it is public housing.

Reid Rocheleau stated he is against the transfer and sale of the lots, he also feels that if the sale occurs, it should be slowed down so the city can make more money from the sale.

Mary Ann Laszewski, 1209 Wisconsin Street, again feels that the public did not get enough time to digest the material presented and if it was truly marketed there was no for sale sign on the property. She continued to state that the price is too low and poor management and maintenance may be the reason for low occupancy. She feels the property is a valuable asset to the city and the structure is still in good condition. The city should either hire a management company or sell the property at market rate and keep it out of the TIF.

Aldersperson Randy Stroik is not in favor of placing the property into the TIF, but does feel it is a good starting point and the city does not need to be landlords, but to sell at market rate. He also feels that the price is too low, and would like to postpone the action on the sale.

Barb Jacob, 1616 Depot Street, agrees with Aldersperson Randy Stroik and does not feel the property should be in the TIF. Furthermore, she stated that the property is more important to the city than

the downtown area and feels that if the property is to be sold, it should be marketed to get a fair price.

Aldersperson Andrew Beveridge explained that the sale does not take money away from the city, but the property currently is not on the tax role, the city will still have some control over the property with a developer's agreement. This is a good opportunity for the property as the property won't be sitting on the market for a long time.

Rich Sommer, 4224 Janick Circle, feels this is a bad deal and is against this sale.

Commissioner Curless wants to give Seramur credit for putting together this deal, but would like to have seen the property on the market.

Mayor Halverson clarified that the property was not marketed as they started working with Mr. Seramur to develop the project potential, there was a realization that the \$800,000 that would be gained specifically could be used for a variety of purposes because of it being discretionary money. He continued stating the intent of the funds is to go to the principal of the housing trust fund, but there is the opportunity to redirect the dollars to where they see fit. He then stated in terms of the closed session conversation with the Common Council, they were made aware of Mr. Seramur's intent to buy the property to the south to support the parking. The property is not being maintained due to the fact of not being able to co-mingle HUD supported staff to try and support an independently owned property, which would be illegal against Federal Regulations. Mayor Halverson pointed out that the danger for the city is that we are going to lose all of the interest opportunities on the trust funds if we keep this property. He continued stating that there is a cash flow issue with Edgewater, but there is an opportunity with this developer's agreement to ensure that the development proceeds and the investments get the property to a level that is in the agreement. The TIF will need Common Council approval for an amendment, and the Finance Committee will have to approve the developer's agreement. This is a tremendous opportunity to reap the increment to offset the exposure to the taxpayers on the downtown TIF District. Edgewater is an opportunity for a local developer who is proven and is willing to put nearly another two million back into the property. Mayor Halverson continued stating that we can place the property back on the market and see what we get, but there may not be interested parties willing to make this kind of investment into the property.

Commissioner Curless stated that often times buying a property is cheapest of the investment, example being the purchase of the Whiting Hotel which Mr. Seramur invested millions into.

Aldersperson Moore stated that it appears that the focal point is on the total value of this purchase, without seeing the other investments that are going to need to be made into this property in the long term to make it viable. He then asked the Mayor to explain the other things that are tied to this project so the public can better understand the larger investment rather than just the value.

Mayor Halverson explained that the sale price is a CDA only decision of \$800,000 for the building itself. The funds from the sale will then add to the value of the trust funds of the CDA. If you then roll the building into the TIF district, it allows for a non-taxable building to then, per the developer's agreement have a \$1.6 million investment into it, which becomes a requirement of the agreement that is adopted through the Finance Committee and the Common Council. The developer, as part of that agreement, will have to meet certain benchmarks, or in this case certain amounts of

investment to receive the \$300,000 incentive. He continued to reiterate that the property is acquired for the purchase price and there is a \$300,000 incentive that happens over a period of time depending on how fast the property increases in value.

Commissioner Patton asked if the property is put on the market and a purchased for one million dollars, is the investor going to invest the money into the building, or is that purchaser going to take everything out of the building, not improve it, and in 10-15 years the property is run down and gets torn down, similar to the Holiday Inn. This is an opportunity for us to automatically get that building up where it needs to be through private investment and be a positive for the city.

Director Ostrowski stated that when the city borrowed the 5.9 million dollars, the borrowing was placed specifically on all city tax payers, not the county or state, so this money could be funneled back to the city taxpayers through the TIF District.

Commissioner Curless pointed out when a person spoke of 25-35 thousand dollars of improvements per unit; he confirmed that would probably be what Mr. Seramur will have into it when he gets done.

Mayor Halverson stated that Edgewater Manor is unique in that all the utilities are poured into concrete as are all the pipes and there is a level of deterioration that is going on based on the plumbing within the concrete, so there is added cost to run conduit through the existing pipes to reinforce the plumbing through the whole building which takes a great deal of necessary investment.

Commissioner Cooper stated that there is a hang up on appraised and replacement value. Properties are not being sold on appraised or replacement values, by the time you take the cut of commission off of the sale, the increase of selling on the market is absent. He feels this is a good move at this time for the CDA.

8. Request from the Community Development Authority of the City of Stevens Point to transfer unaddressed property located northwest of 1450 Water Street (**Parcel ID: 2408-32-2019-35**) from the City of Stevens Point to the Community Development Authority of the City of Stevens Point.

**Motion by Commissioner Patton to approve the transfer of the unaddressed property located northwest of 1450 Water Street (Parcel ID: 2408-32-2019-35) from the City of Stevens Point to the Community Development Authority of the City of Stevens Point; seconded by Commissioner Copper.**

Commissioner Curless asked the size of the triangle property, to which Mayor Halverson stated approximately 50 x 85 feet.

**Motion carried 6-0.**

9. Review and recommendation on transferring and/or selling the property located at **1450 Water Street (Parcel ID 2408-32-2019-33)** and the adjacent property in the above agenda item (**Parcel ID: 2408-32-2019-35**) from the Community Development Authority of the City of Stevens Point to potential purchasers and developers.

**Motion by Commissioner Patton to approve the transferring and/or selling the property located at 1450 Water Street (Parcel ID 2408-32-2019-33) and the adjacent property in the above agenda item (Parcel ID: 2408-32-2019-35) from the Community Development Authority of the City of Stevens Point to potential purchasers and developers; seconded by Commissioner Mayor Halverson. Motion carried 6-0.**

10. Request from the Community Development Authority of the City of Stevens Point for a conditional use permit to increase the number of allowed occupants at **1450 Water Street (Parcel ID 2408-32-2019-33)**.

Director Ostrowski stated that under HUD Regulation the current occupancy is for one person or a husband and wife, but this would allow for two unrelated persons to reside in a unit with conditions.

**Motion by Commissioner Patton to approve the request from the Community Development Authority of the City of Stevens Point for a conditional use permit to increase the number of allowed occupants at 1450 Water Street (Parcel ID 2408-32-2019-33) with the following conditions:**

- **Applicant must secure the appropriate number of parking spaces through a city permit.**
- **Applicant must secure a multi-family license.**
- **Total occupancy of the building shall not be greater than 162 occupants.**
- **All building codes shall be met prior to issuance of occupancy license.**
- **Exterior improvements must be reviewed and approved by the Historic Preservation/Design Review Commission (windows, trim, etc).**
- **Dumpsters and/or refuse containers shall be screened from view.**

**seconded by Commissioner Curless. Motion carried 6-0.**

11. Request from the Community Development Authority of the City of Stevens Point to allow for off-site parking for the property located at 1450 Water Street.

Director Ostrowski stated that this parking would occur at either the lot to the south, or one of the nearby municipal lots, with a maximum of 20 spaces in the Arlington and Water Street municipal lot.

**Motion by Commissioner Patton to approve the request from the Community Development Authority of the City of Stevens Point to allow for off-site parking for the property located at 1450 Water Street; seconded by Commissioner Cooper. Motion carried 6-0.**

12. Adjourn.

**Meeting Adjourned at 7:50 PM.**

## RESOLUTION

### [2617 WATER STREET – STEVENS POINT BREWERY]

**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 **2617 Water Street (Parcel ID 2308-05-1018-12)**, described as LOT 1 CSM#5179-18-204 BNG LOTS 4 THRU 13 BLK 2 SHEKELL'S ADD&VAC BEER ST & ESMT -487/900 & LOT 14 BLK 2 SHEKELL'S ADD S5 T23 R8 703/1090 605788 710/79 552912, Stevens Point, Portage County, Wisconsin, is here by granted a Conditional Use Permit for the purpose of infilling; constructing an addition between their existing structure as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

1. All building codes shall be met and building permits obtained.
2. The infill construction shall not encroach further into the setback than the existing facility.
3. Exterior façade and architectural design shall match that of the existing structure in color, design, style, and materials, including doors and windows.
4. A lighting plan shall be submitted, to be reviewed by the Community Development Department.
5. Parking lost due to the infill shall be immediately re-established at another approved location on site or nearby.
6. All other parking requirements per City Code shall be met.
7. Roof trim and cornice shall match that of the existing building.
8. Ingress and egress shall be removed and curb, gutter and sidewalk shall be installed at the owner's expense.
9. A landscaping plan shall be submitted, to be reviewed by the Community Development Department.
10. Vegetative landscaping shall exist between the sidewalk and building, similarly to what currently exists between the existing structure and sidewalk.
11. A drainage plan shall be submitted and reviewed by the Department of Public Works.
12. Minor modifications to the design and site plan can be approved by staff.
13. Any major modifications to the proposed infill building or adjacent facilities must be reviewed by the Plan Commission and approved by the Common Council.

14. If the area of the proposed addition is ever needed for public purposes (e.g. street widening), applicant agrees that the cost of such acquisition by the City shall not include building improvements made within the required 30 foot setback.

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

Approved: \_\_\_\_\_  
Andrew J. Halverson, Mayor

Attest: \_\_\_\_\_  
John Moe, City Clerk

Dated: January 21, 2013

Adopted: January 21, 2013

Drafted by: Michael Ostrowski

Return to: City Clerk

**RESOLUTION**

**[1225 SECOND STREET]**

**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 **1225 Second Street (Parcel ID 2408-32-2015-10)**, described as PRT LOT 7 BLK 4 STRONG ELLIS & OTHERS DES: COM 82' N SW/C LOT 7; TH E 25'; TH N 6 INCHES; TH E 25'; TH N 24 1/2'; TH W50'; TH S 25' TO POB S32 T24 R8 776490, Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of increasing the occupancy of the second floor apartment unit to three. The Conditional Use Permit is subject to the following conditions:

1. Applicant must secure the appropriate number of parking spaces through a city permit.
2. Shall parking ever become unavailable, the conditional use must cease within 60 days, or another parking location must be approved.
3. Applicant must secure a multi-family license prior to occupying the unit.
4. Accurate floor plan of the second story shall be submitted by an architect or engineer to be reviewed by City staff prior to issuance of occupancy license and building permits.
5. All building codes shall be met prior to issuance of occupancy license.
6. The interior work for the apartment shall be completed within one (1) year after final approval, and may be granted a six month extension with approval by staff.
7. Exterior improvements must be reviewed and approved by the Historic Preservation / Design Review Commission (windows, trim, etc).
8. Dumpsters and/or refuse containers shall be screened from view.

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

Approved: \_\_\_\_\_

Andrew J. Halverson, Mayor

Attest: \_\_\_\_\_

John Moe, City Clerk

Dated: January 21, 2013

Adopted: January 21, 2013

Drafted by: Michael Ostrowski

Return to: City Clerk

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

**[NORTH OF COUNTY ROAD HH, EAST OF BRILOWSKI ROAD/COUNTY ROAD R, SOUTH OF CANADIAN NATIONAL  
RAILROAD RIGHT-OF-WAY, AND WEST OF BURBANK ROAD]**

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

**SECTION I:** That the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point shall be amended by the classification of the following described territory as:

- Parcels known as Portage County Parcel ID's: 034230906:07, 034230906:10, 034230906.23, 034230906.25, 034230906:26.01, 030230801-14, 030230801-13, 030230801-15, 030230801-12, 030230801-16.01, and the eastern half of 030230801-09 described as the Northeast Quarter of the Southwest Quarter of Section 1, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin except the west 660 feet thereof, shall be classified as M-1 "Light Industrial."
- Parcels known as Portage County Parcel ID's: 034230906:08.01, 034230906:09.01, 034230906:24, 034230906:09.03, 020230801-03.02, 020230801-01.04, 020230801-01.02, 020230801-04.02, 020230801-04.01, 034230906:08.04, 034230906:09.02, 020230801-05.02, 020230801-02.06, 020230801-02.02, and 020230801-03.01 shall be classified as M-2 "Heavy Industrial."
- The west 660 feet of the Northeast Quarter of the Southwest Quarter of Section 1, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin, except the south 15 feet of the west 15 feet thereof lying in the Town of Plover, shall be classified as R-LD "Low Density Residence."

**SECTION II:** That this ordinance shall take effect upon annexation of the aforementioned lands into the City of Stevens Point, and upon passage and publication of this ordinance amendment.

Approved: \_\_\_\_\_  
Andrew J. Halverson, Mayor

Attest: \_\_\_\_\_  
John Moe, City Clerk

Dated: October 22, 2012  
Adopted: October 22, 2012  
Published: November 2, 2012

**RESOLUTION**

**[1450 WATER STREET – EDGEWATER MANOR]**

**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 **1450 Water Street (Parcel ID 2408-32-2019-33)**, described as LOT 1 CSM#4934-17-189 BNG OUTLOT 1 CSM#4859- 17-114 & PRT BLKS 24 & 25 STRONG ELLIS & OTHERS & GL2 S32T24R8 398/35 CITY COND- 380/773 557/1190 557/80, Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of increasing the number of allowed occupants to 162. The Conditional Use Permit is subject to the following conditions:

1. Applicant must secure the appropriate number of parking spaces through a city permit.
2. Applicant must secure a multi-family license.
3. Total occupancy of the building shall not be greater than 162 occupants.
4. All building codes shall be met prior to issuance of occupancy license.
5. Exterior improvements must be reviewed and approved by the Historic Preservation / Design Review Commission (windows, trim, etc).
6. Dumpsters and/or refuse containers shall be screened from view.

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

Approved:

\_\_\_\_\_  
Andrew J. Halverson, Mayor

Attest:

\_\_\_\_\_  
John Moe, City Clerk

Dated: January 21, 2013

Adopted: January 21, 2013

Drafted by: Michael Ostrowski

Return to: City Clerk

**PUBLIC PROTECTION COMMITTEE**  
**Monday, January 14, 2013 – 6:00 P.M.**  
**Lincoln Center – 1519 Water Street**

**Present:** Alderpersons: R. Stroik, Wiza, Slowinski, M. Stroik

**Excused:** Alderperson Trzebiatowski

**Also**

**Present:** Mayor Halverson; City Clerk Moe; C/T Schlice; City Attorney Molepske; Alderpersons Beveridge, Suomi, Patton, Phillips and Moore; Directors Schrader, Lemke, Ostrowski, Schatschneider and McGinty; Fire Chief Kujawa; Asst. Chief Skibba; Deputy C/T Freeberg; Asst. to the Mayor Pazdernik; Dan Mielke; Steve Lindsley; Barb Jacob; Maryann Laszewski; Sharon Patoka; Jeff Sandberg; Bruce Gerland; Trevor Roark; Jacqueline Osowski; Tricia Church; Reid Rocheleau; Matthew Brown – Gazette; Brandi Makuski – City Times

**1. License List:**

**A. New Operator's (Bartender's) Licenses.**

**B. Temporary Class "B" / "Class B" Retailer's License (Picnic License) - St. Joseph Parish, 1709 Wyatt Avenue, Stevens Point for Winterfest on Friday, February 8, 2013 at St. Joseph Parish. Licensed operator on the premises: Dave Hansen. (Beer Only).**

**C. Class "B" fermented malt beverage and Class "C" Wine license - Pang Chuong Sii for Chef Chu's, 5720 Windy Drive, Stevens Point, for license period beginning January 22, 2013.**

**D. Pawnbroker / Secondhand Jewelry Dealer Licenses:**

**i. Grubba Jewelers Inc., 949 Main Street, Stevens Point, WI. Charles and Mark Grubba, owners.**

**ii. Lee Ayers Jeweler, 1044 Main Street, Stevens Point, WI. Leon R. Ayers, owner.**

Ald. Wiza asked if there were any issues with the two Pawnbroker / Secondhand Jewelry Dealer licenses.

Asst. Chief Skibba replied there are no issues.

Ald. Wiza moved, Ald. Slowinski seconded, approval of the license list for the new operator's licenses, temporary Class "B" / "Class B" license for St. Joseph Parish, Class "B" license and Class "C" Wine license for Chef Chu's and two Pawnbroker licenses.

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

**2. Requests to Hold Event/Street Closings:**

**A. St. Paul Lutheran Church & School – 5k run / walk fundraiser on April 27, 2013 with a section of Oak St. closed.**

Asst. Chief Skibba stated this has been reviewed and the Police Department does not have any issues with this event.

Ald. Slowinski asked if they will use the sidewalks on Jefferson Street and Dixon Street.

Asst. Chief Skibba said they will use the sidewalk.

Ald. Slowinski **moved**, Ald. M. Stroik seconded, approval of the request.

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

**B. Point Bock Run Inc. – Annual Point Bock Run on March 2, 2013 with sections of Water St. and West River Dr. closed and parking restrictions on Water St. and Whiting Ave.**

Asst. Chief Skibba said this is a scheduled event and the street closings are temporary, only closing when runners are passing through the intersections.

Ald. R. Stroik noted this is the same course they have used for the past several years.

Ald. Wiza **moved**, Ald. Slowinski seconded, to approve.

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

**C. UWSP Adventure Tours – 2nd Annual Ciclovía WI on September 19, 2013 with sections of multiple streets closed around Pfiffner Park.**

Ald. R. Stroik stated the correct date for this event is September 29, 2013.

Trevor Roark is available for any questions.

Asst. Chief Skibba said it has been determined to use the route traveling through the park and using Franklin Street and Crosby Avenue. He said no streets would be closed at this time because of residential traffic in this area.

Ald. Wiza asked for an explanation of what the event is about.

Trevor Roark, 601 Washington Avenue, explained the event that is promoting people to become more active. He noted that if the streets are not closed then they would only use the larger external route.

Ald. Wiza asked Mr. Roark if he is ok with closing just the sections of Franklin Street and Crosby Avenue.

Mr. Roark said there is no purpose in using that route if it is not closed.

Ald. Wiza asked what the route would be used for if it was closed.

Mr. Roark said it would be used for the same thing except there would be vendors and different activities on one side of the road.

Ald. Wiza asked if there would be a problem if the vendors and activity sites use a portion of Pfiffner Park.

Mr. Roark would still recommend only using the larger route if the road is not closed.

Asst. Chief Skibba said he does not have a problem with the seven mile route as long as the streets are not affected.

Ald. Wiza **moved**, Ald. R. Stroik seconded, to deny the request for street closings around Pfiffner Park for the annual Ciclovia event to be held on September 29, 2013.

Ald. R. Stroik noted the motion is only to deny the street closings and the event will be allowed.

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

### **3. Monthly Inspection Report.**

Ald. R. Stroik **moved**, Ald. M. Stroik seconded, to approve the report and place it on file.

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

### **4. Adjournment.**

Adjournment at 6:13 p.m.

**SPECIAL PUBLIC PROTECTION COMMITTEE**  
**Wednesday, December 19, 2012 – 4:20 P.M.**  
**City Conference Room – 1515 Strongs Avenue**

**Present:** Alderpersons: R. Stroik, Wiza, Trzebiatowski, Slowinski, M. Stroik

**Also**

**Present:** City Clerk Moe; C/T Schlice; City Attorney Molepske; Alderpersons Beveridge, Suomi and Phillips; Police Chief Ruder; Jason Glisczynski; Clair Goetsch; Kevin Lu - Journal

1. **“Class B” Beer and Liquor (6 month License) - Players Lounge Jason Glisczynski 2124 Rice Street, Stevens Point, WI 54481.**
2. **Extension of Licensed Premise - Jason Glisczynski, 1920 Adams Street, Plover, WI at Players Lounge, 2124 Rice Street, request for extension of licensed premise to include sports center.**

Chief Ruder stated the Police Department did not have any issues with these requests.

Ald. Wiza **moved**, Ald. M. Stroik seconded, approval of the “Class B” Beer and Liquor license for six months and the extension of premise for 2124 Rice Street to include the sports center.

Ald. Trzebiatowski questioned why Mr. Glisczynski did not turn his paperwork in on time.

Ald. R. Stroik stated this license was not a traditional license so the applicant did not receive a reminder as they usually do with a regular one year license. The alderperson stated Mr. Glisczynski was verbally notified when he came in to talk to Director Ostrowski regarding the Plan Commission meeting; however, by the time his paperwork was submitted it was too late to take action at the December Council meeting so a special meeting was needed.

Call for the vote: Ayes, majority; nays, minority; motion carried.

**3. Adjournment.**

Adjournment at 4:26 p.m.

**COMMON COUNCIL  
OF THE  
CITY OF STEVENS POINT, WISCONSIN**

**January 21, 2013**

**Resolution No. \_\_\_\_\_**

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**A Resolution Authorizing and Providing for the Sale and Issuance of  
\$3,250,000 General Obligation Promissory Notes, Series 2013A,  
and All Related Details**

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RECITALS

The Common Council (the “**Governing Body**”) of the City of Stevens Point, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance public projects, including, but not limited to, purchasing municipal vehicles, making repairs and improvements at the airport and to public streets and parks, renovations to a fire station, and making server and software upgrades (collectively, the “**Project**”).

2. The Governing Body wishes to borrow the funds needed for the Project by selling and issuing general obligation promissory notes pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

3. The Issuer has taken all actions required by law and has the power to sell and issue the obligations authorized by this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

**Section 1. Definitions.**

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

“**Debt Service Fund**” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“**Financial Officer**” means the Issuer’s Treasurer.

“**Fiscal Agent**” means the Treasurer or any successor fiscal agent appointed by the Issuer to act as paying agent and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“**Governing Body**” means the Issuer’s Common Council.

“**Issuer**” means the City of Stevens Point, Wisconsin.

“**Municipal Officers**” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“**Obligations**” means the \$3,250,000 City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2013A, which will be issued pursuant to this resolution.

“**Original Issue Date**” means February 1, 2013.

“**Project**” has the meaning given in the recitals to this resolution.

“**Purchase Price**” means \$3,250,000.

“**Purchaser**” means JPMorgan Chase Bank, N.A.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

**Section 2. Exhibits.**

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

**Section 3. Purposes of Borrowing; Issuance of Obligations.**

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of \$3,250,000. The Obligations will be issued pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes for the purposes of the Project and paying the expenses of issuing the Obligations (including printing costs, fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

**Section 4. Terms of Obligations.**

The Obligations will be named “City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2013A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$1,000 or any multiple of \$1,000 up to the principal amount authorized to be issued.

The Obligations will bear interest from the Original Issue Date. Interest will be payable on each February 1 and August 1 until the principal of the Obligations has been paid, beginning on February 1, 2014. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Obligations will mature on August 1, 2021 and will bear interest at the annual rate of 1.49%.

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

**Section 5. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as paying agent and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

**Section 6. Redemption.**

The Obligations are not subject to optional redemption prior to maturity.

The Obligations are subject to mandatory partial redemptions prior to their stated maturity date by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”), the Issuer will redeem the following principal amounts of the Obligations:

<u>Sinking Fund Redemption Date</u>	<u>Principal Amount to be Redeemed</u>
February 1, 2014	\$ 25,000
August 1, 2014	25,000
February 1, 2015	100,000
August 1, 2015	100,000
February 1, 2016	100,000
August 1, 2016	100,000
February 1, 2017	250,000
August 1, 2017	250,000
February 1, 2018	300,000
August 1, 2018	300,000
February 1, 2019	300,000
August 1, 2019	300,000
February 1, 2020	300,000
August 1, 2020	300,000
February 1, 2021	250,000
August 1, 2021 (Stated Maturity)	250,000

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. If there is more than one registered owner of the Obligations on a Sinking Fund Redemption Date, then the principal amount of the Obligations to be redeemed set forth above will be selected pro rata among the owners of the Obligations, and the Issuer will give notice of the redemption in the manner stated in this resolution. If there is only one registered owner of the Obligations on a Sinking Fund Redemption Date, then (i) the Issuer will redeem the portion of the Obligations equal to the principal amount to be redeemed set forth above, (ii) no notice of redemption need be given to the registered owner of the Obligations, and (iii) the registered owner of the Obligations may submit the Obligations to the Issuer to confirm the outstanding principal amount after the redemption.

**Section 7. Payment of Obligations/Transfers/Redemption Notices.**

*Payment.* Except as provided below with respect to certain sinking fund redemptions, the Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The principal of each Obligation due on each Sinking Fund Redemption Date (other than August 1, 2021) on which there is only one registered owner of the Obligations will be paid by the Fiscal Agent on the applicable Sinking Fund Redemption Date, without presentation and surrender of the Obligations, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$1,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of any redemption notice with respect to a Sinking Fund Redemption Date, or (ii) after the Obligation has been called for redemption.

*Partial Redemptions.* If less than all the principal amount of a specific maturity is to be redeemed, then the Issuer will randomly select the Obligations to be redeemed. Except as provided above for certain sinking fund redemptions, if an Obligation has been called for redemption but less than the entire principal amount is redeemed, then on the redemption date, upon surrender of the Obligation to be redeemed, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

*Notice of Redemption.* Except as provided above for certain sinking fund redemptions, notice of the redemption of any of the Obligations must be sent by first class mail not less than 15, and not more than 30, days before the redemption date to the registered owners of the Obligations to be redeemed. A notice of redemption may be revoked by sending a notice by first class mail not less than 5 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

#### **Section 8. Form of Obligations.**

The Obligations must be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

#### **Section 9. Execution of Obligations.**

The Obligations must be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations must be sealed with the Issuer's

corporate seal (or a facsimile), if the Issuer has one, and they must also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

**Section 10. Continuing Disclosure.**

The Obligations are exempt from the requirement that a participating underwriter obtain the Issuer's undertaking to provide continuing disclosure.

**Section 11. Sale of Obligations.**

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific time and place of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by this resolution.

The sale of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

**Section 12. General Obligation Pledge; Tax Levy.**

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith, credit, and resources. The Issuer hereby levies upon all

taxable property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax must be carried from year to year into the Issuer’s tax roll. It must be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer’s tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund available to pay debt service on the Obligations for such year. This tax will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2013	\$122,451.25
2014	246,935.00
2015	243,955.00
2016	539,857.50
2017	632,035.00
2018	623,095.00
2019	614,155.00
2020	505,587.50

**Section 13. Debt Service Fund.**

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund must be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer must create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received at the time of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund and used to pay debt service on the Obligations. If the money in the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

**Section 14. Borrowed Money Fund.**

The sale proceeds of the Obligations (not including any accrued interest or premium received) must be deposited in and kept by the Treasurer in a separate fund. The fund must be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, must be (i) used to pay the costs of the Project, the costs issuing the

Obligations, and the costs investing amounts in the Borrowed Money Fund or (ii) transferred to the Debt Service Fund as provided by law.

**Section 15. Publication of Notice.**

The Recording Officer must publish notice that the Issuer has agreed to sell the Obligations. The notice must be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice must be in substantially the form shown in Exhibit B. The Recording Officer must obtain proof, in affidavit form, of the publication, and must compare the notice as published with the attached form to make sure that no mistake was made in publication.

**Section 16. Authorization of Officers.**

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Issuer as to the facts they present.

**Section 17. Qualified Tax-Exempt Obligations.**

The Issuer designates the Obligations as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

**Section 18. Tax Law Covenants.**

The Issuer covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

**Section 19. Further Authorization.**

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

**Section 20. Conflict with Prior Acts.**

In case any part of a prior action of the Governing Body conflicts with this resolution, the Issuer rescinds that part of the prior action.

**Section 21. Severability of Invalid Provisions.**

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

**Section 22. Effective Date.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

\* \* \* \* \*

Adopted: January 21, 2013

Approved: January \_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

EXHIBIT A

FORM OF OBLIGATION

STATE OF WISCONSIN  
CITY OF STEVENS POINT

No. R-\_\_\_\_ Registered  
\$\_\_\_\_\_

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2013A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	August 1, 2021	February 1, 2013	None

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

THE CITY OF SEVENS POINT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay to the Registered Owner, the Principal Amount, on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable on each February 1 and August 1 until the Principal Amount has been paid, beginning on February 1, 2014. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of obligations (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$3,250,000, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on January 21, 2013, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$3,250,000 General Obligation Promissory Notes, Series 2013A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered obligations.

Except as provided below with respect to certain sinking fund redemptions, the principal on this Obligation will be paid by the Treasurer of the Issuer (who will act as paying agent and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as paying agent and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the “**Fiscal Agent**”), upon its presentation and surrender at the designated office of the Fiscal Agent on or after its maturity or earlier redemption date. Interest on this Obligation will be paid, on each interest payment date, by the Fiscal Agent, by wire or

other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (hereinafter called the “**Register**”) maintained by the Fiscal Agent at the end of the 15<sup>th</sup> day (whether or not a business day) of the calendar month preceding each regularly scheduled interest payment date (the “**Record Date**”). The principal of the Obligations due on each Sinking Fund Redemption Date (as defined below), other than August 1, 2021, on which there is only one registered owner of the Obligations will be paid by the Fiscal Agent on the applicable Sinking Fund Redemption Date, without presentation and surrender of the Obligations, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name the Obligations are registered on the Register at the end of the day on the applicable Record Date (no notice will be given to the registered owner of such a mandatory redemption).

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith, credit, and resources. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations are **not** subject to optional redemption prior to maturity.

The Obligations are subject to mandatory partial redemptions prior to their stated maturity date by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”), the Issuer will redeem the following principal amounts of the Obligations:

<u>Sinking Fund Redemption Date</u>	<u>Principal Amount to be Redeemed</u>
February 1, 2014	\$ 25,000
August 1, 2014	25,000
February 1, 2015	100,000
August 1, 2015	100,000
February 1, 2016	100,000
August 1, 2016	100,000
February 1, 2017	250,000
August 1, 2017	250,000
February 1, 2018	300,000
August 1, 2018	300,000
February 1, 2019	300,000
August 1, 2019	300,000
February 1, 2020	300,000
August 1, 2020	300,000
February 1, 2021	250,000
August 1, 2021 (Stated Maturity)	250,000

The redemption price will be 100% of the principal amount so redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. If there is more than one

registered owner of the Obligations on a Sinking Fund Redemption Date, then the principal amount of the Obligations to be redeemed set forth above will be selected pro rata among the owners of the Obligations, and the Issuer will give notice of the redemption in the manner stated below. If there is only one registered owner of the Obligations on a Sinking Fund Redemption Date, then (i) the Issuer will redeem the portion of the Obligations equal to the principal amount to be redeemed set forth above, (ii) no notice of redemption need be given to the registered owner of the Obligations, and (iii) the registered owner of the Obligations may submit the Obligations to the Issuer to confirm the outstanding principal amount after the redemption.

Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$1,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of any redemption notice with respect to a Sinking Fund Redemption Date, or (ii) after the Obligation has been called for redemption.

If less than all the principal amount of a specific maturity is to be redeemed, then the Issuer will randomly select the Obligations to be redeemed. Except as provided above for certain sinking fund redemptions, if an Obligation has been called for redemption but less than the entire principal amount is redeemed, then on the redemption date, upon surrender of the Obligation to be redeemed, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Except as provided above for certain sinking fund redemptions, notice of the redemption of any of the Obligations must be sent by first class mail not less than 15, and not more than 30, days before the redemption date to the registered owners of any Obligations to be redeemed. A notice of redemption may be revoked by sending a notice by first class mail not less than 5 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to be, or to be done, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been done and performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including

this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of February 1, 2013.

CITY OF STEVENS POINT, WISCONSIN

By: \_\_\_\_\_  
Mayor

[SEAL]

And: \_\_\_\_\_  
Clerk

Certificate of Authentication

Dated: February \_\_, 2013

This Obligation is one of the Obligations described in the Resolution.

By: \_\_\_\_\_  
Treasurer, as Fiscal Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty rectangular box for Social Security or other identifying number]

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(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

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NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent . Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

January \_\_, 2013

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

Subject: \$3,250,000  
City of Stevens Point, Wisconsin  
General Obligation Promissory Notes, Series 2013A

We have acted as bond counsel to the City of Stevens Point, Wisconsin (the “**Issuer**”) in connection with the issuance of its \$3,250,000 General Obligation Promissory Notes, Series 2013A, dated February 1, 2013 (the “**Obligations**”).

We examined the law, a certified copy of the proceedings relating to the issuance of the Obligations, and certifications of public officials and others. As to questions of fact material to our opinion, we relied upon the certified proceedings and certifications without independently undertaking to verify them.

Based upon this examination, it is our opinion that, under existing law:

1. The Obligations are valid and binding general obligations of the Issuer.
2. All taxable property in the Issuer’s territory is subject to *ad valorem* taxation without any limit as to rate or amount to pay the principal and interest coming due on the Obligations. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations except to the extent that the Issuer has deposited other funds, or there is otherwise surplus money, in the account within the debt service fund created for the Obligations under Wisconsin law.
3. Interest on the Obligations is excluded from gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax imposed on all taxpayers; however, interest on the Obligations is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. The Issuer must comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Code**”), that must be satisfied after the Obligations are issued for interest on the Obligations to be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has agreed to comply with those requirements. Its failure to do so may cause interest on the Obligations to be included in gross income for federal income tax purposes, in some cases retroactively to the date the Obligations

January \_\_, 2013

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were issued. The Issuer has designated the Obligations as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. We express no opinion about other federal tax law consequences relating to the Obligations.

The rights of the owners of the Obligations and the enforceability of the Obligations may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors’ rights and by equitable principles (which may be applied in either a legal or an equitable proceeding).

We express no opinion as to the truth or completeness of any official statement or other disclosure document used in connection with the offer and sale of the Obligations.

Our opinion is given as of the date of this letter. We assume no duty to update our opinion to reflect any facts or circumstances that later come to our attention or any subsequent changes in law. In acting as bond counsel, we have established an attorney-client relationship only with the Issuer.

Very truly yours,

EXHIBIT B

NOTICE TO THE ELECTORS OF THE  
CITY OF STEVENS POINT, WISCONSIN  
RELATING TO NOTE SALE

On January 21, 2013, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved and adopted whereby the City of Stevens Point, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the face amount of \$3,250,000. It is anticipated that the closing of this note financing will be held on or about February 1, 2013. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 1515 Strongs Avenue, Stevens Point, Wisconsin between the hours of 7:30 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: January \_\_, 2013

/s/ John Moe  
\_\_\_\_\_  
City Clerk

## CERTIFICATIONS BY CLERK

I, John Moe, certify as follows:

- I am the duly qualified and acting Clerk of the City of Stevens Point, Wisconsin (the “**Municipality**”).
- As such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”).
- Attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Sale and Issuance of  
\$3,250,000 General Obligation Promissory Notes, Series 2013A,  
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On January 21, 2013, a meeting of the Governing Body was held beginning at \_\_\_\_\_ p.m.

2. **Posting.** On January \_\_, 2013 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Stevens Point, Wisconsin a notice setting forth the time, date, place, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media.** On January \_\_, 2013 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the time, date, place, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were \_\_\_ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed

session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_ of the Governing Body members voted Aye, \_\_\_ voted Nay, and \_\_\_ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on January \_\_, 2013, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution this certificate is attached to.

9. **Publication of Exhibit B to Resolution.** I have caused Exhibit B to the Resolution to be published in the form and place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on January \_\_\_\_, 2013.

---

Clerk

[Seal]

## **AGREEMENT FOR ASSESSMENT MAINTENANCE SERVICES**

This Agreement is by and between the City of Stevens Point, Portage County, State of Wisconsin, a municipal corporation (hereafter "City") and James R. Siebers, Market Value Assessments, with his principle address of 488 West Mapleridge Drive, Stevens Point, WI 54481 as follows:

**I. SCOPE OF SERVICES.** All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the Wisconsin Property Assessment Manual and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this agreement.

### **Assessment Duties of Mr. Siebers and Market Value Assessments:**

- 1) Mr. Siebers will generally be responsible for the oversight, review and validation of assessment functions performed by the City. Mr. Siebers shall be the statutory contracted Assessor pursuant to Sec. 62.09(1)(a) Wis. Stats. for the 2013 assessment year and shall ultimately be responsible for the completion and defense of all necessary documents pursuant to and in accord with Chapter 70 of Wisconsin Statutes, as amended from time to time.
- 2) Mr. Siebers shall provide an average of three phone calls per week with city staff, twice per month visits to Stevens Point to meet with city staff and taxpayers and any office hours as may be required. Said days shall be mutually agreed upon.
- 3) Mr. Siebers shall be responsible for all listing, valuation and processing of appeals for all property classified as commercial under Wisconsin Statutes 70.32(2).
- 4) In cooperation with the City, Mr. Siebers shall prepare and implement standard procedures for the City staff's annual field and/or office review of real estate assessment practices to determine the validity of said practices for the functions including but not limited to the following:
  - Property Sales
  - Annexations
  - New construction or remodeling (as provided by permits)
  - New recorded plats and certified survey maps
  - Property formerly exempt, now assessed
  - Buildings destroyed, significantly damaged or removed (as provided by permits)
  - Change to higher land use
  - Change in classification of property
- 5) Mr. Siebers will review real estate valuation proposals prepared by the City utilizing its CAMA system, GVS, and standard cost approach techniques and make recommendations as necessary for modification of values.
- 6) Mr. Siebers shall prepare for the City approval, practices, procedures and an implementation strategy to utilize an excel based, income approach for the valuation of commercial class property.
- 7) Mr. Siebers shall review and as necessary modify personal property value recommendations prepared by the City.

- 8) Mr. Siebers shall conduct and process all Commercial Open Book reviews and any other reviews as assigned in cooperation with City staff, for all property classified as commercial under Wisconsin Statutes 70.32(2) and all waterfront property classified as residential.
- 9) Mr. Siebers shall defend and/or assist on all assessment roll valuation hearings before the Board of Review. In the event of a subsequent appeal of: a Board of Review decision to the Wisconsin Department of Revenue or the Courts, Mr. Siebers shall appear as necessary to continue their defense of any appealed value.
- 10) Mr. Siebers shall be responsible for the completing and filing of all required reports to the Wisconsin Department of Revenue by the required deadline.
- 11) Mr. Siebers shall present a positive, professional image in both conduct and dress while working with City staff and the public.

**Assessment Duties of the City:**

- 1) The City generally remains responsible for the administration of the assessment process and the assessment roll.
- 2) The City shall assist Mr. Siebers as needed with the preparation of materials associated with mandatory reporting requirements.
- 3) The City shall respond to normal and customary internal and external requests for assessment information and correspondence.
- 4) The City shall provide personnel assistance to Mr. Siebers in accomplishing assessment related activities, including a full-time deputy assessor and a full-time assessment technician.
- 5) The City shall maintain the database of photographs of real property.
- 6) The City shall conduct residential Open Book sessions in cooperation with Mr. Siebers.
- 7) The City shall assist Mr. Siebers with preparing necessary documentation needed to defend assessment roll valuations before the Board of Review.
- 8) The City shall complete property discovery activities for both real estate and personal property.
- 9) The City, with assistance from Portage County shall complete property listing activities for real property.
- 10) The City shall conduct preliminary valuation activities (i.e. sales, building permits, new construction) and report to Mr. Siebers for review, validation and recommendation.
- 11) The City shall, in cooperation with Mr. Siebers, prepare an annual assessment roll and associated notices of assessment change in accordance with Chapter 70 Wisconsin Statutes.
- 12) The City shall facilitate the automation of property records utilizing a computerized system of valuation. (GVS for 2013 roll, TBD for 2014)

- 13) The City shall provide Mr. Siebers suitable office space and all necessary accessories to perform the functions related to property assessment.
- 14) The city shall provide Mr. Siebers with a cell phone and continuation of city email to facilitate any and all calls and emails for official city purposes.
- 15) The city shall provide Mr. Siebers with a vehicle to use to and from any appointments necessary.

**II. GENERAL PROVISIONS.** The following provisions shall be applicable to this Agreement.

- 1) **INDEPENDENT CONTRACTOR.** The relationship of Mr. Siebers to the City shall be that of an independent contractor and no principle-agent or employer-employee relationship is created by this Agreement.
- 2) **OWNERSHIP OF DATA.** Data collected is the property of the City. Data used by Mr. Siebers in the services contemplated herein shall remain the property of the City and no use or copying shall be made thereof beyond that listed in this Agreement without the written permission of the City. Mr. Siebers shall cooperate with the City in replying to any open records request made pursuant to Wis. Stat. Ch. 19, Subchapter II relating to this Agreement or for services provided hereunder.
- 3) **INDEMNIFICATION AND INSURANCE.**
  - A. Except as provided below, Mr. Siebers agrees to defend and save harmless the City, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of Mr. Siebers, its agents, or employees and with respect to the degree to which the City is free from negligence on the part of itself, its employees and agents.
  - B. The City agrees to defend and indemnify and save harmless Mr. Siebers, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise. Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, and strict liability or otherwise.
  - C. **Insurance.** James R. Siebers further agrees to provide the following insurance schedule in the following amounts:

See attached Certificate of General Liability Insurance.

4) FORCE MAJEURE. Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including, but not limited to, acts of God, acts or omissions of civil or military authorities. If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

5) CONFLICT OF INTEREST. Mr. Siebers covenants that he has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of his services. Mr. Siebers warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Mr. Siebers in connection with any work contemplated or performed relative to this Agreement.

6) PROJECT PERSONNEL. All work will be performed by personnel certified by the State of Wisconsin, Department of Revenue. Mr. Siebers will provide and update the City with a listing from time to time of personnel assigned to the Project. All project personnel assigned shall be approved by the City.

7) SUBCONTRACTS. Mr. Siebers agrees not to subcontract any of the work required by this Agreement without the written permission of the City. Mr. Siebers agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

8) ASSIGNMENT OF AGREEMENT. Mr. Siebers agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its rights, titles, or interest in this Agreement without the previous consent and written approval of the City.

9) GOVERNING LAW. This Agreement shall be interpreted under the substantive law of Wisconsin, as it existed and was interpreted on the date of this Agreement. In the event that the laws of the State of Wisconsin changes, so as to create additional work for Mr. Siebers not provided for in this Agreement, the City shall allow Mr. Siebers a reasonable extension of the completion date and additional compensation to be negotiated. The methods and procedures used in performance of this Agreement shall comply with Chapter 70 of the Wisconsin State Statutes.

10) ENTIRE AGREEMENT. This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by Mr. Siebers and by a duly authorized official of the City.

11) SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed and enforced accordingly.

12) NOTICES.

All notices required to be sent to Mr. Siebers shall be sent to the following address:

James R. Siebers  
Market Value Assessments  
488 West Mapleridge Drive  
Stevens Point, WI 54481

All notices required to be sent to the City shall be sent to the following address:

Mr. Michael Ostrowski  
Director of Community Development  
1515 Strongs Avenue  
Stevens Point, Wisconsin 54481

**III. TERM & TERMINATION**

A. TERM. The term of this Contract is from January 22, 2013 through June 30, 2013. The assessor shall have completed all work under this agreement on or before the second Monday of May or 30 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

B. TERMINATION. Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records.

**IV. COMPENSATION**

For the duties and scope of services performed under paragraphs 1 – 11 of this Agreement, the City shall pay equal monthly installments to Mr. Siebers in the total amount of:  
2013 – Eighteen Thousand Dollars (\$18,000.00)

**V. Signatures:**

\_\_\_\_\_  
James R. Siebers  
Market Value Assessments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Halverson, Mayor  
City of Stevens Point, Wisconsin

\_\_\_\_\_  
Date

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

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

**SECTION I:** That subsection (1) of Section 12.02 of the Revised Municipal Code is hereby **amended** to read as follows:

**12.02 PUBLIC SQUARE – FARMERS MARKET AND VENDING AREA.**

(1) There is hereby created and set aside that portion of the public square as shown on the attached map and which shall be deemed the Farmers Market and Public Vending area. This area shall be used exclusively for farmers for the sale of farm produce and for the vending of other goods and assorted products during the months of May, June, July, August, September, and October of each year, Tuesday through Sunday between the hours of 4:00 A.M. and 5:00 P.M. and Monday between the hours of 4:00 A.M. and 9:00 P.M. of each week. The location and number of stalls shall be determined by the City.

**SECTION II:** That subsection (2) of Section 12.02 of the Revised Municipal Code is hereby **amended** to read as follows:

(2) The Farmer’s Market Association shall permit spaces to be used by vendors pursuant to rules established by such association. Vending areas are established as shown on the attached map. No motorized vehicles or large trailers are allowed on the interior areas as shown on the attached map unless approved by the City of Stevens Point.

**SECTION III:** That subsections (3)(a) and (3)(b) of Section 12.02 of the Revised Municipal Code are hereby **amended** to read as follows:

(3) Rules and regulations for sale of produce:

(a) Vendor spaces shall be reserved to the assigned vendor until 6:30 A.M. each day. All rights to the assigned space are forfeited for that day in the event that the vendor has not arrived and occupied the space by 6:30 A.M. A vendor space is not assignable by the vendor.

(b) All produce must be grown within a 30 mile radius of the City of Stevens Point unless grandfathered in. Some exceptions may be made for Wisconsin grown products not grown locally.

**SECTION II:** This Ordinance shall take effect upon passage and publication.

APPROVED: \_\_\_\_\_  
Andrew Halverson, Mayor

ATTEST: \_\_\_\_\_  
John Moe, City Clerk

Dated: 01/15/2013  
Approved: 01/21/2013  
Published: 01/25/2013

**CITY OF STEVENS POINT - WATER DEPARTMENT  
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of City of Stevens Point - Water Department (the "City").

With respect to the amendment of the City of Stevens Point –Water Department Health Reimbursement Arrangement (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the City be, and they hereby are, authorized and directed to execute said amendment on behalf of the City ;

**RESOLVED FURTHER:** That the officers of the City be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF STEVENS POINT - WATER DEPARTMENT  
HEALTH REIMBURSEMENT ARRANGEMENT**

**SUMMARY OF MATERIAL MODIFICATIONS**

The purpose of this Summary of Material Modifications is to inform you of a change that has been made to the City of Stevens Point - Water Department Health Reimbursement Arrangement. This change has affected the information previously provided to you in the Plan's Summary Plan Description. The Summary Plan Description is modified as described below effective 01/01/2013.

**HEALTH REIMBURSEMENT BENEFITS**

Limits on Reimbursement

Please see addendum for spend down provision.

**Addendum**

HRA Reimbursement Schedule

Plan Year: 01/01/2013 - 12/31/2013

Any active employees that were enrolled in the HRA prior to January 1, 2013 and have rollover balances will be able to spend down their balances. Accumulated rollover dollars may be used and will continue to rollover year to year until the account is exhausted. No additional contributions will be made after January 1, 2013.

**CITY OF STEVENS POINT - WATER DEPARTMENT  
HEALTH REIMBURSEMENT ARRANGEMENT**

**AMENDMENT**

**WHEREAS**, City of Stevens Point - Water Department (the "City") maintains the City of Stevens Point - Water Department Health Reimbursement Arrangement (the "Plan") for the benefit of certain of its employees; and

**WHEREAS**, Pursuant to Section 8.01 of the Plan, the City desires to amend the Plan;

**NOW, THEREFORE**, the Plan is hereby amended by substituting the following in the Adoption Agreement, effective as of 01/01/2013:

**C. BENEFITS**

**Health Reimbursement Account - Maximum Benefit**

- 3b.** Enter the maximum annual amount that will be credited to a Participant's Health Reimbursement Account in any Plan Year for the applicable coverage category (Section 4.01):
- i.** One Covered Person (Participant only): Please see addendum for spend down provision
  - ii.** Two Covered Persons (Participant plus one other Covered Person): Please see addendum for spend down provision

**ADDENDUM TO THE ADOPTION AGREEMENT**

The following custom language is provided:

**Plan Year:**           01/01/2013 – 12/31/2013

***Any active employees that were enrolled in the HRA prior to January 1, 2013 and have rollover balances will be able to spend down their balances.*** Accumulated rollover dollars may be used and will continue to rollover year to year until the account is exhausted. **No additional contributions will be made after January 1, 2013.**

IN WITNESS WHEREOF, the City \_\_\_\_\_ has caused this Amendment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF STEVENS POINT - WATER DEPARTMENT:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

V3.00-3.00

**CITY OF STEVENS POINT - SEWER DEPARTMENT  
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of City of Stevens Point - Sewer Department (the "City").

With respect to the amendment of the City of Stevens Point - Sewer Department Health Reimbursement Arrangement (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the City be, and they hereby are, authorized and directed to execute said amendment on behalf of the City ;

**RESOLVED FURTHER:** That the officers of the City be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF STEVENS POINT - SEWER DEPARTMENT  
HEALTH REIMBURSEMENT ARRANGEMENT**

**SUMMARY OF MATERIAL MODIFICATIONS**

The purpose of this Summary of Material Modifications is to inform you of a change that has been made to the City of Stevens Point - Sewer Department Health Reimbursement Arrangement. This change has affected the information previously provided to you in the Plan's Summary Plan Description. The Summary Plan Description is modified as described below effective 01/01/2013.

**HEALTH REIMBURSEMENT BENEFITS**

Limits on Reimbursement

Please see addendum for spend down provision.

**Addendum**

HRA Reimbursement Schedule

Plan Year: 01/01/2013 - 12/31/2013

Any active employees that were enrolled in the HRA prior to January 1, 2013 and have rollover balances will be able to spend down their balances. Accumulated rollover dollars may be used and will continue to rollover year to year until the account is exhausted. No additional contributions will be made after January 1, 2013.

**CITY OF STEVENS POINT - SEWER DEPARTMENT  
HEALTH REIMBURSEMENT ARRANGEMENT**

**AMENDMENT**

**WHEREAS**, City of Stevens Point - Sewer Department (the "City") maintains the City of Stevens Point - Sewer Department Health Reimbursement Arrangement (the "Plan") for the benefit of certain of its employees; and

**WHEREAS**, Pursuant to Section 8.01 of the Plan, the City desires to amend the Plan;

**NOW, THEREFORE**, the Plan is hereby amended by substituting the following in the Adoption Agreement, effective as of 01/01/2013:

**C. BENEFITS**

**Health Reimbursement Account - Maximum Benefit**

- 3b.** Enter the maximum annual amount that will be credited to a Participant's Health Reimbursement Account in any Plan Year for the applicable coverage category (Section 4.01):
- i.** One Covered Person (Participant only): Please see addendum for spend down provision
  - ii.** Two Covered Persons (Participant plus one other Covered Person): Please see addendum for spend down provision

ADDENDUM TO THE ADOPTION AGREEMENT

The following custom language is provided:

**Plan Year:**           01/01/2013 – 12/31/2013

***Any active employees that were enrolled in the HRA prior to January 1, 2013 and have rollover balances will be able to spend down their balances.*** Accumulated rollover dollars may be used and will continue to rollover year to year until the account is exhausted. **No additional contributions will be made after January 1, 2013.**

IN WITNESS WHEREOF, the City \_\_\_\_\_ has caused this Amendment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF STEVENS POINT - SEWER DEPARTMENT:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

V3.00-3.00

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

	Bal Nov. 1, 2012	Receipts	Disbursements	Bal Nov. 30, 2012
GENERAL OPERATING CASH	\$397,113.29	\$4,509,121.82	\$3,447,432.16	\$1,458,802.95
WATER & SEWER (CASH & INVEST)	\$8,348,792.49	\$950,221.67	\$1,386,558.32	\$7,912,455.84

INVESTMENTS	Bal Nov. 1, 2012	TRANSFER IN	TRANSFER OUT	Bal. Nov.30, 2012
GENERAL	\$16,614,284.95	\$0.00	\$3,500,000.00	\$13,114,284.95
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	\$11,713,738.34	\$0.00	\$0.00	\$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
<b>TOTALS</b>	<u>\$30,259,411.40</u>	<u>\$0.00</u>	<u>\$3,500,000.00</u>	<u>\$26,759,411.40</u>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$2,601,128.20	\$2,060,985.24	79.23%	GENERAL	\$21,937,007.00	\$18,574,688.31	84.67%
EMERGENCY GOVT	\$1,133,797.00	\$987,681.90	87.11%	TRANSIT	\$2,193,539.00	\$2,069,694.75	94.35%
POLICE	\$4,859,458.00	\$4,567,138.51	93.98%	AIRPORT	\$469,183.00	\$450,837.41	96.09%
FIRE	\$4,794,475.00	\$4,134,179.52	86.23%				
PUBLIC WORKS	\$5,791,871.00	\$4,976,326.23	85.92%				
PARK & REC	\$2,260,870.00	\$2,027,114.41	89.66%				
CAPITAL PROJECTS	\$459,108.00	\$354,181.55	77.15%				
TRANSIT	\$2,193,539.00	\$4,890,270.37	222.94% *				
AIRPORT	\$469,183.00	\$518,420.11	110.49% **				
DEBT SERVICE	\$4,475,293.00	\$4,347,249.53	97.14%				

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

