

**City of Stevens Point
REGULAR COUNCIL MEETING**

**Council Chambers
County-City Building**

**July 15, 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 Regular Common Council meeting of June 17, 2013 and the Special Common Council meeting of June 10, 2013.
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. Ordinance Amendment – Allowing bowfishing on McDill Pond (Section 24.14(5) of the RMC).
7. Authorizing amendment to the Reciprocal License Agreement between the City of Stevens Point, the Community Development Authority of the City of Stevens Point and Mid-State Technical College for the purposes of allowing encroachments onto the property south of 1001 Centerpoint Drive (Parcel ID 2408-32-2029-64).
8. Minutes and actions of the Plan Commission meeting of July 1, 2013.
9. Public Hearing – Conditional Use Permit Amendment - to operate a body shop, relating to parking and fencing at 3725 Patch Street (Parcel ID 2308-03-2200-47).
10. Resolution on the above.
11. Public Hearing – Rezone the property located at 3500 Main Street (Parcel ID 2408-33-1001-15) from "R-2" Single Family Residence District to "B-4" Commercial District.
12. Ordinance Amendment on the above.
13. Public Hearing – Rezone the split zoned property south of Regent Street, between Saint Paul Street and Dearborn Avenue (Parcel ID 2408-28-4001-06) from both "R-2" Single Family Residence District and "R-3" Single and Two Family Residence District to entirely "R-2" Single Family Residence District.
14. Ordinance Amendment on the above.
15. Resolution - Final plat of the Washington Terrace subdivision (Parcel ID 2408-28-4001-06).

16. Public Hearing – Conditional Use Permit to allow the installation of a 30,000 gallon above ground liquid propane tank at 2172 Prairie Street (Parcel ID's 2408-32-4014-13 and 2408-32-4014-15).
17. Resolution on the above.
18. Approval of a Settlement Agreement between the City of Stevens Point, the Community Development Authority and Marshfield Clinic relating to the construction commencement date for the Hwy 66 site.
19. Minutes and actions of the Public Protection Committee meeting of July 8, 2013.
20. Minutes and actions of the Finance Committee meeting of July 8, 2013.
21. Minutes and actions of the Board of Public Works meeting of July 8, 2013 and the actions taken at the Special Board of Public Works meeting of July 15, 2013.
22. Ordinance Amendments – Traffic – Place Stop Signs on Third Street and an Emergency Vehicle Parking Only sign on Maria Drive (Sections 9.06(a) 798 & 799 and 9.05 (ah) of the RMC).
23. Minutes and actions of the Personnel Committee meeting of July 8, 2013.
24. Minutes and actions of the Board of Water & Sewerage Commissioners meeting of July 8, 2013.
25. Minutes and actions of the Police and Fire Commission meeting of July 9, 2013.
26. Minutes and actions of the Transportation Commission meeting of June 27, 2013.
27. Minutes and actions of the Board of Park Commissions meeting of July 3, 2013.
28. Statutory Monthly Financial Report of the Comptroller-Treasurer.
29. 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.

**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 5 of Section 24.14 of the Revised Municipal Code, of the City of Stevens Point, Discharging Firearm/Gun/Archery Arrow is hereby **created** to read as follows:

24.14(5) The provisions in subsection (1) shall not apply to any person taking rough fish on McDill Pond with a bow and arrow in compliance with the provisions of Wis. Stat. § 29.405 and Chapter NR 20, Wisconsin Administrative Code. Bowfishing shall not be allowed within 100 feet of any city park, boat landing, or roadway and shall be allowed only downstream of the Patch Street Bridge.

SECTION II: This ordinance shall take effect upon passage and publication, as provided by law.

APPROVED: _____
Andrew Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: July 10, 2013
Approved: July 15, 2013
Published: July 19, 2013



Memo

Michael Ostrowski, Director
Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Ph: (715) 346-1567 • Fax: (715) 346-1498
mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Common Council
From: Michael Ostrowski
CC:
Date: 7/3/2013
Re: Authorizing the amendment to Reciprocal License Agreement between the City of Stevens Point, the Community Development Authority of the City of Stevens Point, and Mid-State Technical College for the purposes of allowing encroachments onto the property south of 1001 Centerpoint Drive (Parcel ID 2408-32-2029-64).

The Reciprocal License Agreement between the City of Stevens Point, the Community Development Authority of the City of Stevens Point (CDA), and Mid-State Technical College (MSTC) was recorded in October, 2012 and conveyed the rights of all parties regarding use of property. The first amendment to this agreement incorporates improvements constructed by Mid-State Technical College that are proposed to occur on their southern property line, which serves as their building wall. Furthermore, the proposed improvements will encroach onto CDA property, which include the following:

- Southern building entrance stone Pier/overhang (extruding 4')
- Southern building entrance canopy and concrete stoop (extruding 5')
- Stone veneer long building façade (extruding 6")
- Stone window surround (extruding 5")
- Wall lights (extruding 10.5")
- Stone pier building accent (extruding 7")
- Sod and landscaping along southern building façade
- Asphalt, concrete, and curb and gutter

Maintenance of the proposed improvements would be the sole responsibility of MSTC. Additionally, this license shall be permanent and run with the land, so as long as the building currently constructed remains. Once asphalt paving and concrete curb/gutter are complete, MSTC will dedicate, at no cost, the improvements to the CDA. Since this is a three party agreement, the City will also need to approve.

**FIRST AMENDMENT TO
RECIPROCAL LICENSE
AGREEMENT**

Document Number

Document Title

This First Amendment to Reciprocal License Agreement ("Amendment") is made by and among Mid-State Technical College District ("College"); the Community Development Authority of the City of Stevens Point ("CDA"); and the City of Stevens Point ("City"), as of the ____ day of June, 2013 ("Effective Date").

Recording Area

Name and Return Address:

Paul G. Hoffman, Esq.
Michael Best & Friedrich LLP
Two Riverwood Place, Suite 200
N19 W24133 Riverwood Drive
Waukesha, WI 53188-1174
ROD BOX 265

PIN:

RECITALS

A. On October 10, 2012, CDA conveyed to College certain property described as Lot 1 of Certified Survey Map No. 10287-46-17, as recorded in Volume 46 of Certified Survey Maps at page 17 ("College Parcel"), as more fully described on the attached and incorporated Exhibit A, and contemporaneously therewith, the parties entered into a Reciprocal License Agreement dated October 10, 2012 ("RLA"), which RLA was recorded in the Office of the Register of Deeds for Portage County on October 10, 2012, as Document No. 776838.

B. CDA owns certain property immediately adjacent to the south wall of the building ("Building") located on the College Parcel (such property to the south, "CDA Parcel"), and as the CDA Parcel is also legally described on the attached Exhibit A.

C. College desires to improve the south wall of the Building, which improvements would be for the betterment of both the College Parcel and CDA Parcel; provided, however, that some of such improvements would extend into the CDA Parcel, requiring this Amendment to the RLA.

D. CDA and City are willing to join in this Amendment grant certain additional licenses to College on the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, College, City and CDA, in consideration of the above premises and of the covenants herein contained, the receipt and sufficiency of which is hereby mutually acknowledged by each party hereto, do hereby covenant and agree to amend the RLA as follows:

1. CDA LICENSE.

a. CDA hereby grants to College an exclusive license and right of use over portions of the CDA Parcel depicted on Exhibits B and C to install landscaping (including sod, bushes and planters), asphalt paving, concrete curb and gutter, stone veneer, stone window surround and stone pier and other installations, all as depicted on the attached Exhibits B and C. Additionally, CDA further grants to College a license to construct and maintain a canopy and wall lights on the south Building elevation, which will extend over the common boundary of the College Parcel and CDA Parcel as also depicted on said exhibits.

b. In addition to the rights of installation as herein granted, CDA further grants to College a right to enter upon other portions of the CDA Parcel for the purpose of installing such improvements and for maintaining, operating, replacing and restoring such improvements from time to time.

c. The license herein granted shall be permanent and run with the land forever, so long as the Building currently constructed on the College Parcel remains in place. Upon any removal or relocation of the Building, the licenses herein granted by CDA shall, at CDA's option, expire.

2. DEDICATION. Upon completion of the asphalt paving and concrete curb and gutter, such improvements shall be deemed dedicated by College to CDA without charge to CDA, as CDA's own property, and CDA will be responsible for future maintenance and restoration thereof.

3. MAINTENANCE. Except for the asphalt paving and concrete curb and gutter, which are dedicated to CDA, and shall be maintained by CDA or City, College shall be responsible for maintaining all other College improvements within the licensed area, including, without limitation, sidewalk (including snow removal), wall veneer, pier, canopy, overhead lights, landscaping (including sod, bushes and planters), at College's sole expense.

4. INSURANCE AND INDEMNITY. The provisions of the RLA governing insurance and indemnities shall apply to the additional licensed property introduced to the RLA by this Amendment.

5. MISCELLANEOUS.

a. If any term or condition of this Amendment or part thereof is held invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect.

b. The RLA may only be further modified or amended by written instrument, signed by all parties hereto.

c. This Amendment shall be construed under the laws of the State of Wisconsin.

d. Except as amended hereby, the RLA is ratified and confirmed by both parties.

This Amendment is made as of the Effective Date.

**COLLEGE:
MID-STATE TECHNICAL COLLEGE DISTRICT**

By: _____
Susan Budjac, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WOOD)

Personally came before me this ____ day of June, 2013, the above-named Susan Budjac, as the President of Mid-State Technical College District, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Brandi Zeman
Notary Public, Wisconsin
My Commission expires July 28, 2013.

[ADDITIONAL SIGNATURES/ACKNOWLEDGMENTS ON FOLLOWING PAGES]

**CDA:
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT**

By: _____
Andrew J. Halverson, Chairman

Attest: _____
Michael R. Ostrowski, Executive Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this ____ day of June, 2013, the above-named Andrew J. Halverson and Michael R. Ostrowski, as the Chairman and Executive Secretary of the Community Development Authority of the City of Stevens Point, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.

Becky Kalata
Notary Public, Wisconsin
My Commission expires December 1, 2013.

EXHIBIT A

LEGAL DESCRIPTIONS

COLLEGE PARCEL:

Lot 1 of Portage County Certified Survey Map No. 10287-46-17 as recorded in Volume 46 of Survey Maps, page 17, located in part of Lots 2, 3, and 4 of Block 3, Lots 1, 2, 3, and 4 of Block 4, Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 13 and Outlot 1 of Strong, Ellis, and Others Addition, and part of Lots 1, 2, 3, 4, and 5 of Block 27 of Valentine Brown's Addition to the City of Stevens Point, and part of vacated College Avenue and Second Street, located in Government Lot 1 and the NE 1/4 of the NW 1/4 of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

CDA PARCEL:

Area generally described as Crosby Avenue Extended east of Water Street and the north-south alleyway between Crosby Avenue Extended and Main Street

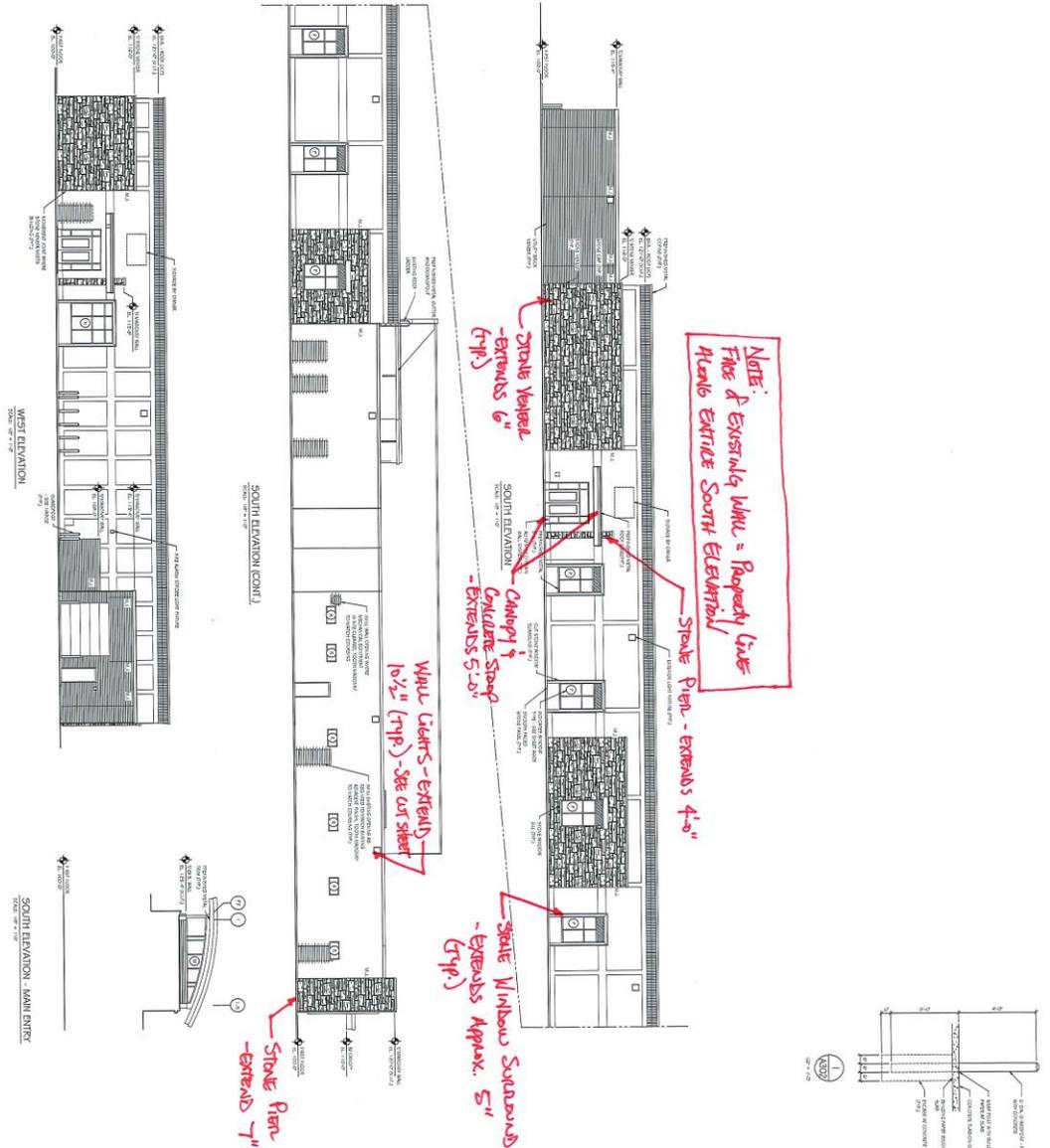
That part of Lots 1, 2, 3 and 4 of Block 3 and that part of Lots 1, 2, 3, 4, 5 and 6 of Block 4 of Strong, Ellis and Others (S. E. & O.) Addition to the City of Stevens Point and that part of vacated College Avenue, recorded as Document Number 378931 Portage County Register of Deeds (PCROD) and that part of vacated Second Street recorded as Document Number 378357 PCROD all located in that part of Government Lot 1, Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the southwest corner of Block 13 of said S. E. & O. Addition; thence South 89 degrees 25 minutes 17 seconds East 2.97 feet along the south line of said Block 13 and the north right of way line of said vacated College Avenue to the east right of way line of Water Street and the west line of Lot 1 of Portage County Certified Survey Map Number (PCCSMN) 10287-46-17; thence South 03 degrees 54 minutes 04 seconds West along said west line of said Lot 1 a distance of 43.80 feet to the most southwesterly corner of said Lot 1 and the point of beginning; thence South 89 degrees 39 minutes 46 seconds East along the south line of said Lot 1 a distance of 79.74 feet; thence continuing South 00 degree 23 minutes 11 seconds West along the south line of said Lot 1 a distance of 15.00 feet; thence continuing South 89 degrees 39 minutes 46 seconds East along said south line of said Lot 1 a distance of 298.04 feet; thence continuing South 00 degree 36 minutes 21 seconds West along the south line of said Lot 1 a distance of 4.96 feet; thence continuing South 89 degrees 36 minutes 53 seconds East along the south line of said Lot 1 a distance of 32.45 feet to the west line of Parcel One and its northerly extension as described in Volume 455 of Quit Claim Deeds, page 1002 and recorded as document number 379391 PCROD; thence South 00 degree 02 minutes 24 seconds East 2 feet to the northwest corner of said Parcel One; Thence continuing South 00 degree 02 minutes 24 seconds East 120.00 feet; thence North 89 degrees 22 minutes 43 seconds West 3.37 feet; thence South 00 degree 36 minutes 31 seconds West 131.60 feet to the north right of way line of Main Street; thence North 89 degrees 20 minutes 07 seconds West along said north right of way line 30.72 feet; thence North 00 degree 35 minutes 11 seconds East 105.58 feet; thence South 89 degrees 22 minutes 43 seconds East 5.22 feet; thence North 00 degree 35 minutes 51 seconds East 26.00 feet; thence North 89 degrees 22 minutes 43 seconds West 22.72 feet; thence North 00 degree 35 minutes 12 seconds East

91.57 feet; thence North 89 degrees 25 minutes 17 seconds West 153.45 feet; thence South 00 degree 32 minutes 33 seconds West 91.49 feet to the southeast corner of Lot 4 of said Block 3; thence North 89 degrees 22 minutes 43 seconds West along the south line of said Lot 4 and Lot 3 of said Block 3 a distance of 52.50 feet to the south east corner of Lot 1 of PCCSMN 3403-12-61; thence North 00 degree 32 minutes 33 seconds East 53.00 feet along the east line of said Lot 1 to its northeast corner; thence North 89 degrees 22 minutes 43 seconds West along the north line of said Lot 1a distance 40.00 feet to its northwest corner; thence South 00 degree 32 minutes 33 seconds West along the west line of said Lot 1 a distance of 53.00 feet to its southwest corner; thence North 89 degrees 22 minutes 43 seconds West along the south line of said Lot 3 of Block 3 of S. E. & O. Addition 10.41 feet to the west line of said Lot 3; thence North 00 degree 20 minutes 28 seconds East 70.00 feet; thence North 89 degrees 22 minutes 46 seconds West 43.11 feet; thence South 00 degree 14 minutes 25 seconds West 9.89 feet; thence North 89 degrees 25 minutes 17 seconds West 17.89 feet; thence North 00 degree 08 minutes 22 seconds East 0.50 feet; thence North 89 degrees 25 minutes 17 seconds West 9.94 feet; thence North 00 degree 08 minutes 22 seconds East 24.38 feet; thence North 89 degrees 25 minutes 17 seconds West 31.20 feet to the east right of way line of Water Street; thence North 00 degree 08 minutes 22 seconds East along said east right of way line 46.36 feet to the south line of said vacated College Avenue; thence continuing North 03 degrees 54 minutes 04 seconds East along said east right of way line 6.27 feet to the point of beginning and there terminating.

EXHIBIT C

DEPICTION OF BUILDING ELEVATION



NOTE:
 Face of Externals Wall = Recessed Lines
 Above EXTERIOR SOUTH ELEVATION

Stone Veneer
 - extends 6'
 (TYP)

Stone Pier - extends 4'-0"

Canopy!
 Concrete Slab
 - extends 5'-0"

Wall Clerts - extends
 10 1/2" (TYP) - see cut sheet

Stone Window Surrounds
 - extends approx. 5"
 (TYP)

Stone Pier
 - extends 7"

somerville
 design matters.

Somerville Inc. | 2100 Somerville Drive, Green Bay, WI 54301-0380
 P 920.427.8136 | F 920.427.1131 | www.somervilleinc.com

MALL CAMPUS REMODEL FOR:
MID-STATE TECHNICAL COLLEGE
 STEVENS POINT, WISCONSIN

DATE: 2/21/13
 DRAWN: 6/2/13
A302

RESOLUTION

[3725 PATCH STREET – PREMIER AUTO BODY]

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 **3725 Patch Street (Parcel ID 2308-03-2200-47)**, described as PRT LOT 1B CSM #3193-11-151 DES; COM NE/C PATCH ST & BUSH CRT TH S 220', W 125.35', N 220', E 125.35' TO POB 724660, City of Stevens Point, Portage County, Wisconsin, is hereby granted an amendment to the Conditional Use Permit for the purposes of modifying the fencing and parking requirements. The Conditional Use Permit is subject to the following conditions:

1. The storage area shall be fenced from the west and east with a fence at least 6' tall to block vision of the stored vehicles (if a chain link fence is used, privacy slats with at least 75% screening shall be installed on the East side only). The storage of materials located within the fenced area shall not project above the 6 foot tall fence.
2. If any trees are removed within the 10' setback to the south, they shall be replaced with an 8' solid fence or chain link fence with "pipe cleaner hedge slats or "winged slats" and maintain as much of the existing foliage as possible. Trees more than 10' from the south property line may be eliminated at the owner's option.
3. On-site drainage shall be approved by the Public Works Department
4. No parking shall be allowed in front of the storage area on the east side except for operable or inoperable vehicles deposited by towing companies. In order for parking to occur, parking, landscaping and screening requirements must be met.
5. Foundation landscaping shall be installed around the building.
6. No trash containers, parts, or similar materials shall be stored outside the fenced storage area. Inoperable automobiles that are placed on the property by a towing company after hours shall be moved to a proper storage area during the next business day.
7. If the southern existing neighboring fence is ever removed, the applicant shall install a 6' fence spanning from east to west with winged or hedged slats that provide 95% screening.
8. The project shall be completed within one year after final approval, and may be granted a six month extension with the approval of staff.

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

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: July 15, 2013
Adopted: July 15, 2013

Drafted by: Michael Ostrowski
Return to: City Clerk

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

[3500 MAIN STREET]

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 to reclassify the following described territory from "R-2" Single Family Residence District to "B-1" Neighborhood Business District:

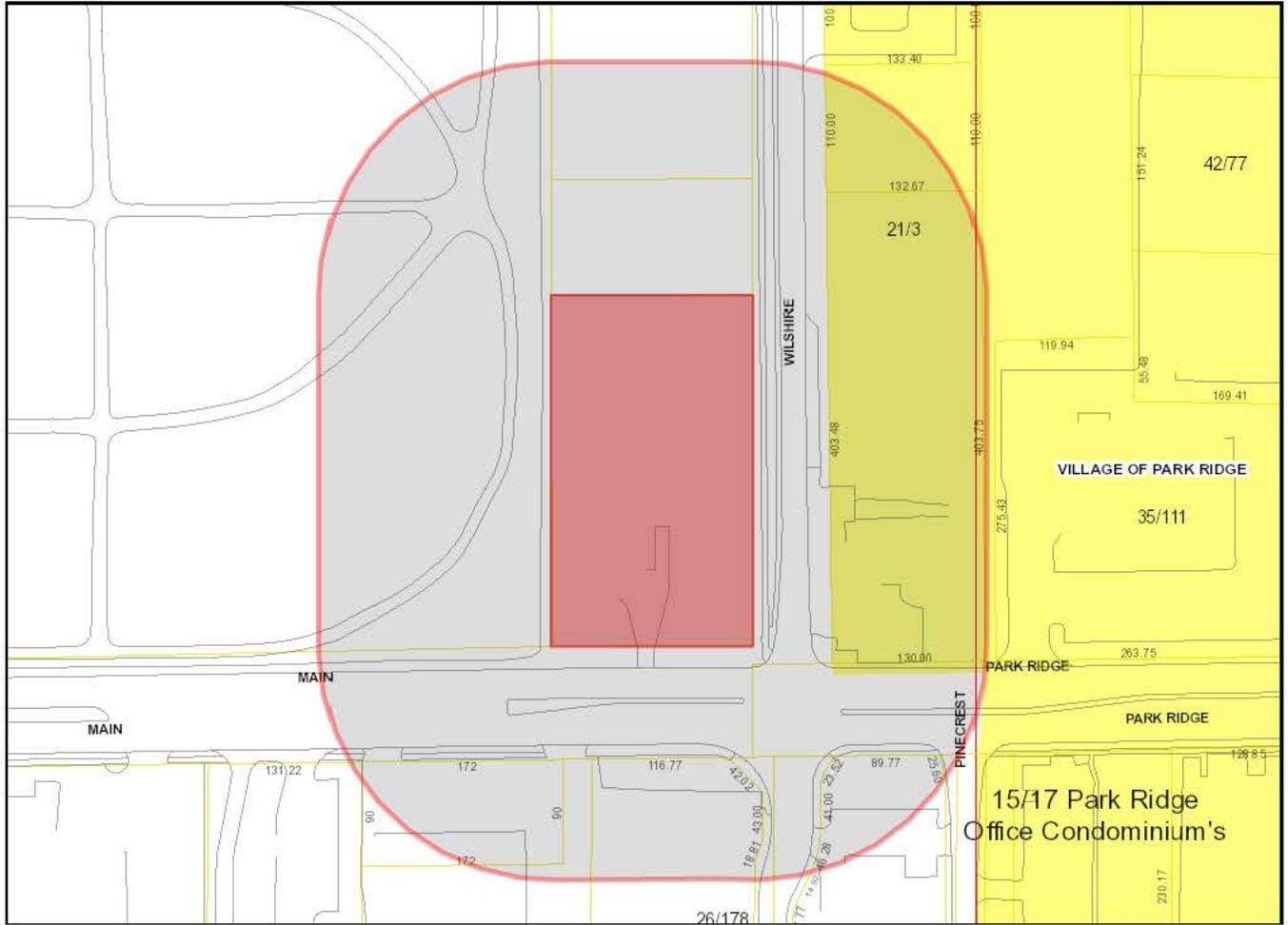
*3500 Main Street (Parcel ID2408-33-1001-15), described as THE S 300F OF THE W 172F OF THE E 363F
OF NE NE LYG N OF HWY 10 S33 T24 R8 539/70 - 671/185, City of Stevens Point, Portage County,
Wisconsin.*

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

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: July 15, 2013
Adopted: July 15, 2013
Published: July 19, 2013



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

[SOUTH OF REGENT STREET, BETWEEN SAINT PAUL STREET AND DEARBORN AVENUE]

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 to reclassify the following described territory from "R-2" Single Family Residence District and "R-3" Single and Two Family Residence District to "R-2" Single Family Residence District:

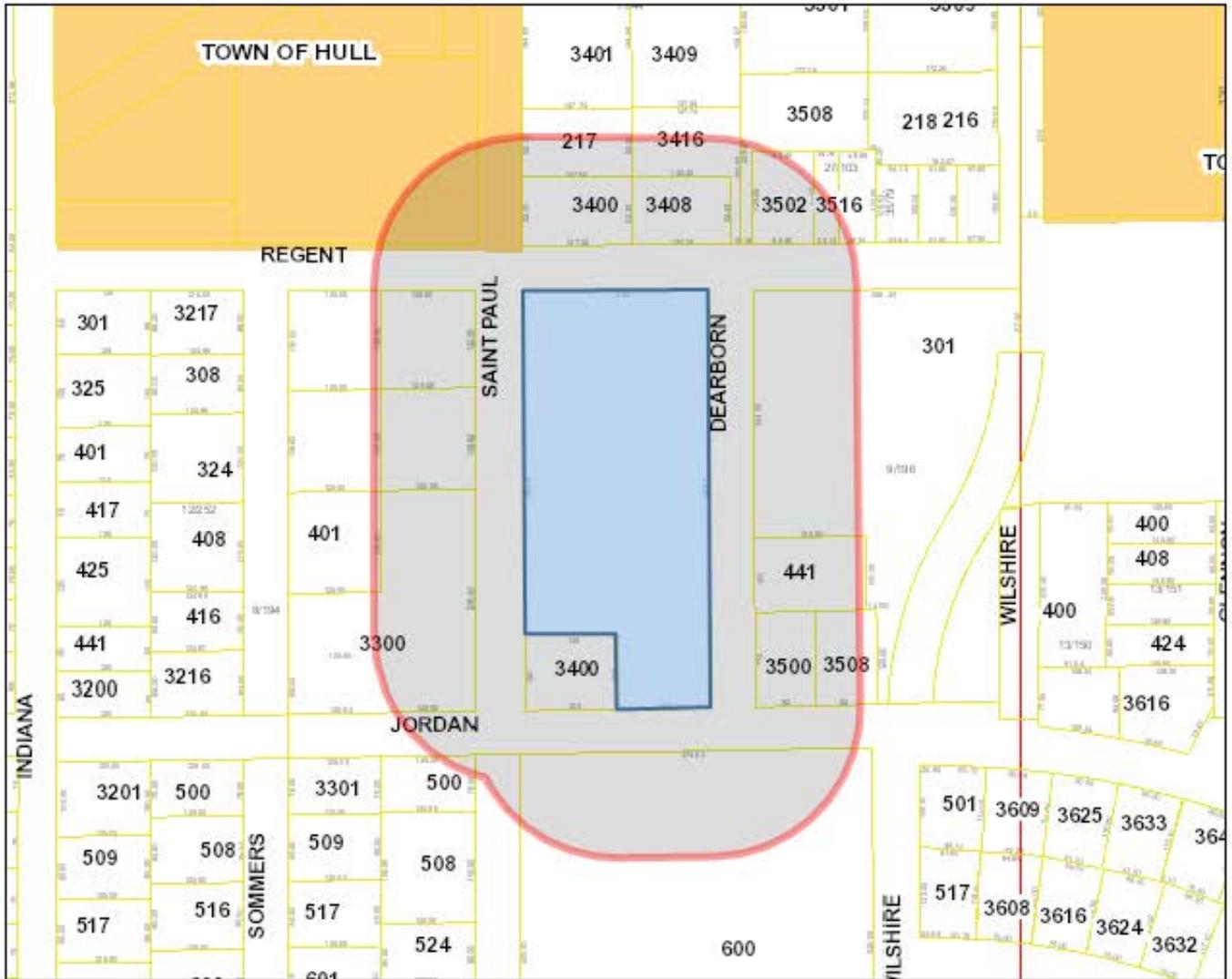
The property south of Regent Street, between Saint Paul Street and Dearborn Avenue (Parcel ID 2408-28-4001-06), described as PRT NE SE S28 T24 R8 COM ON EL ST PAUL ST 650F E OW WL SD 40 & 130F N OF SL SD 40, TH N 464.5F. E250F, S560.2F, W125F N100F W125F TO POB 2.91A 191/220 606/1069-70, City of Stevens Point, Portage County, Wisconsin.

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

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: July 15, 2013
Adopted: July 15, 2013
Published: July 19, 2013



RESOLUTION

[WASHINGTON TERRACE SUBDIVISION]

RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that the **Final Plat for Washington Terrace Subdivision (Parcel ID 2408-28-4001-06)**, located south of Regent Street, between Saint Paul Street and Dearborn Avenue, City of Stevens Point, Portage County, Wisconsin, be approved as shown on the attached map, with the following conditions:

1. Minor grammatical errors on the final plat, identified by staff, shall be corrected.
2. Sidewalks shall be installed along all sides of the development between the swales and street.
3. Swales meeting all City Department of Public Works and Utility Department specifications, as well as those outlined in Chapter 31, shall be installed on all sides of the development to control stormwater.
4. A stormwater management plan shall be submitted and reviewed by all applicable departments.
5. A hydrant shall be installed at the intersection of Jordan Lane and Saint Paul Street.
6. Utilities (sewer and water) shall be installed west of the property on Saint Paul Street at the owner's expense, at which point upon completion will be dedicated to and maintained by the City.
7. A utility plan identifying all requirements above shall be submitted and reviewed by all applicable departments to ensure certain criteria and specifications are met.
8. A grading plan shall be submitted and reviewed by all applicable departments.
9. A park fee shall be submitted to the City of Stevens Point in the amount of \$250.00 per lot.
10. Any objections from reviewing agencies shall be satisfied before the plat shall be recorded. If there are no objections, the final plat shall be approved once the reviewing agencies have reported their findings.
11. The final plat shall conform to the provisions of Chapter 20 of the Revised Municipal Code and Chapter 236 of the Wisconsin Statutes.
12. All applicable permits from Portage County, the Wisconsin Department of Natural Resources, the City, and any other authorizing agencies shall be obtained.
13. A development agreement shall be entered into by the subdivider and the City relating to all infrastructure improvements for the project.

Approved:

Andrew J. Halverson, Mayor

Attest:

John Moe, City Clerk

Dated: July 15, 2013

Adopted: July 15, 2013

Drafted by: Michael Ostrowski

Return to: City Clerk

RESOLUTION

[2172 PRAIRIE STREET – COOPER PROPANE]

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 **2172 Prairie Street (Parcel ID 2408-32-4014-13)**, described as LOT 520 & 521 BLK 58 STRONG ELLIS & OTHERS ADD S32 T24 R8 737283, Stevens Point, Portage County, Wisconsin, hereby be granted a Conditional Use Permit to allow the construction and operation of a 30,000 gallon above ground propane tank with the following conditions:

1. Screening in the form of fencing and vegetation shall be installed on the property to screen the large 30,000 gallon tank and smaller storage tanks. A screening and landscaping plan shall be submitted and reviewed/approved by staff.
2. Concrete barriers (not bollards) shall be installed to completely surround the tank, which are anchored to the ground, and placed in a location to protect the tank from vehicles.
3. The 30,000 gallon propane tank shall meet the zoning district setback requirements if a variance for a lesser setback is denied by the Board of Zoning Appeals.

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

Approved:

Andrew J. Halverson, Mayor

Attest:

John Moe, City Clerk

Dated: July 15, 2013

Adopted: July 15, 2013

Drafted by: Michael Ostrowski

Return to: City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the Community Development Authority of the City of Stevens Point (“CDA”), the City of Stevens Point (“City”), and Marshfield Clinic (“Developer”). CDA, City, and Developer may hereinafter be referred to individually as “Party” or collectively as the “Parties.” The effective date of this Agreement shall be the date the last signature is made on this Agreement (“Effective Date”).

Recitals

WHEREAS, CDA and Developer executed a Development Agreement dated March 26, 2008 (“Development Agreement”), relative to the development of property located at the Northeast quadrant of I-39 and State Highway 66 (“Property”). Said Development Agreement is attached hereto as “**Exhibit A.**” Although not specifically identified as a party to the Agreement, City also executed the Development Agreement. The Property is more specifically described in the tax bill for the Property which is attached hereto as “**Exhibit B**”;

WHEREAS, the Development Agreement required Developer to commence construction of a medical facility (“Facility”) on the Property no later than July 9, 2012 (“Construction Commencement Date”). Developer did not commence construction of the Facility until after the Construction Commencement Date;

WHEREAS, prior to the Construction Commencement Date, Developer had requested an extension of the deadline, but CDA and City denied the request and will not agree to amend the Construction Commencement Date;

WHEREAS, Section 7B of the Development Agreement provides as follows: “If the City and Developer cannot agree to extend the Construction Commencement Date

and construction does not occur prior to the Construction Commencement Date, the Developer agrees to make annual payments in lieu of taxes to the City, as if the Facility had been built. The parties agree that the annual payment in lieu of taxes will be \$120,000.00, and will be payable at the same time(s) property taxes are collected.... In the event the Facility is built, the Facility will be taxed pursuant to applicable State of Wisconsin law, and the payment in lieu of taxes will stop, and the Developer will be relieved of any payment in lieu of tax obligations.”;

WHEREAS, Section 5 of the Development Agreement provides as follows: “The City agrees to obtain required permits and make Improvements near the Property. Such Improvements will be a City Public Works project, and shall be under the control and auspices of the City. However, the City will incorporate any design or construction specifications suggested by the Developer, provided the suggestions do not diminish the specifications required by law or the City’s usual design standards. The Improvements will consist of adding a right hand turn lane into the Property from Westbound State Highway 66; adding a left hand turn lane into the Property from Eastbound State Highway 66; adding acceleration lanes on Westbound and Eastbound State Highway 66; and providing landscaping in the median of State Highway 66 and the State Highway 66 right of way along the Property... The City’s obligation to perform such work shall be contingent upon Developer commencing construction on the Facility as set forth in Section 4, or as otherwise agreed to. In the event that that City does not perform its obligations in this Section and the Developer incurs any costs in making the Improvements, the City agrees to pay the Developer for the costs incurred by the Developer to make the Improvements.”;

WHEREAS, City and CDA contend Developer failed to meet its contractual obligation to commence construction of the Facility by the Construction Commencement Date and, as a result, it is obligated to make payment in lieu of taxes in accordance with Section 7B of the Development Agreement;

WHEREAS, City and CDA contend Developer failed to meet its contractual obligation to commence construction of the Facility by the Construction Commencement Date and, as a result, City and/or CDA are not obligated to contribute to construction or contribute to the cost of the Improvements described in Section 5 of the Development Agreement;

WHEREAS, Developer contends that while it failed to commence construction of the Facility by the Construction Commencement Date, CDA and/or City failed to negotiate in good faith toward extending the Construction Commencement Date as required by Section 7A of the Development Agreement; and

WHEREAS, the Parties wish to settle the dispute in accordance with the terms set forth in this Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration stated below, the Parties hereto agree as follows:

1. All of the above Recitals are true and correct.
2. Developer shall pay to CDA, within ten (10) business days of the date the last signature is made to this Agreement, Eighty Thousand Dollars (\$80,000) which shall be in lieu of, and in full and final settlement of, the One Hundred Twenty Thousand Dollars (\$120,000) annual payment obligation specified under Section 7B of the Development Agreement. CDA shall accept the \$80,000 payment in full

and final settlement of all payment in lieu of taxes required of Developer under Section 7B of the Development Agreement. As of the Effective Date of this Agreement, CDA and City waive the right to collect from Developer any future payment in lieu of taxes relative to the Property and the Facility that could arise from Developer's breach or alleged breach of its contractual obligations under the Development Agreement.

3. City and/or CDA shall not be obligated to construct or contribute to the construction of the Improvements described in Section 5 of the Development Agreement.
4. Both CDA and City represent and warrant that: 1) in 2012 the assessed value of the improvements on the Property was One Thousand Five Hundred Dollars (\$1,500) and the assessed value of said Improvements on the Property shall not increase on the 2013 Real Estate Property Tax Bill; and 2) Developer's obligation to pay Year 2013 real estate property taxes on Improvements on the Property shall be based only on a maximum assessed value of \$1,500.
5. For Tax Year 2014 and subsequent years, City's Assessor's Office shall use methods in accordance with the Wisconsin Property Assessment Manual, Wisconsin statutes (specifically [chapter 70](#)), and professionally accepted appraisal practices relative to the assessment of the Property.
6. Provided the Parties meet their respective obligations under this Agreement, the Parties mutually agree to release, waive, and forever discharge any and all claims either Party may have arising from its rights under Sections 5 and 7 of the Development Agreement, and Sections 5 and 7 of the Development Agreement

shall be null and void. All of the other terms of the Development Agreement shall remain in full force and effect.

7. In the event of a conflict between this Agreement and the Development Agreement, this Agreement shall control.
8. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as an ink-signed original.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF STEVENS POINT**

By: Andrew J. Halverson
Its: Chairman

Date

Attest By: Michael R. Ostrowski
Its: Executive Director

Date

CITY OF STEVENS POINT

By: Andrew J. Halverson
Its: Mayor

Date

Attest By: John V. Moe
Its: Clerk

Date

MARSHFIELD CLINIC

By: Brian H. Ewert, M.D.
Its: President

Date

EXHIBIT A
DEVELOPMENT AGREEMENT

[Separately attached]

EXHIBIT B

TAX BILL FOR PROPERTY

[Separately attached]

Item 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 subsections 798 and 799 of Section 9.06(a) of the Revised Municipal Code, Stop Signs is hereby **created** to read as follows:

- 9.06(a) 798. For north bound traffic on Third Street at Centerpoint Drive.
- 799. For south bound traffic on Third Street at Main Street.

SECTION II: That Section 9.05(ah) of the Revised Municipal Code, Emergency Vehicle Parking Only is hereby **created** to read as follows:

- 9.05(ah) Emergency Vehicle Parking Only
 - 1. On the south side of Maria Drive from a point 436 feet west of Reserve Street to a point 476 feet west of Reserve Street.

SECTION III: This Ordinance shall take effect upon passage, publication and erection of signs.

APPROVED: _____
Andrew Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: July 1, 2013
Approved: July 15, 2013
Published: July 19, 2013