

**City of Stevens Point
REGULAR COUNCIL MEETING**

**Council Chambers
County-City Building
1516 Church St**

**April 21, 2014
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 March 17, 2014 and the Special Common Council meeting of April 7, 2014 and the Reorganization meeting of April 15, 2014.
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.
6. Third Street Concrete Pavement Mix Design Award - Presentation by Rettler Corporation.
7. Recognition and Presentation to Police Officers for Commendations of Valor.
8. 2013 Stevens Point Police Department Annual Report Presentation.

Consideration and Possible Action on the Following:

9. Minutes and actions of the Plan Commission meeting of April 7, 2014.
10. Public Hearing – Conditional Use Permit - Request from Point of Beginning, representing Mark Wolf, for the purpose of constructing four, 8-unit apartment complexes at the northwest corner of Badger Avenue and Songbird Lane (Parcel ID's 2408-36-2200-54, 2408-36-2200-55, 2408-36-2200-56, and 2408-36-2200-57).
11. Resolution on the above.
12. Public Hearing – Amending the Official Street Map of the City of Stevens Point by adding the following:
 - a. A 66-foot wide extension of Jefferson Street. Such area starts approximately at the intersection of Jefferson Street and Brilowski Road and extends east to Burbank Road extended.
 - b. A 66-foot wide extension of Badger Avenue. Such area starts approximately at the intersection of Badger Avenue and Jefferson Street extended and extends south to Old Highway 18.

- c. A 110-foot wide extension of Burbank Road. Such area starts approximately at the intersection of U.S. Highway 10 East and extends south to Old Highway 18.
13. Ordinance Amendment on the above.
14. Public Hearing – Conditional Use Permit - Request from Richard Bierman, representing the property owner, for the purpose of constructing a service shop and repair facility addition within the wellhead protection district zone B at 5441 Highway 10 East (Parcel ID 2408-35-1300-05).
15. Resolution on the above.
16. Public Hearing – Preliminary Subdivision Plat - Request from Jim Jakusz for a preliminary subdivision plat review of a seven lot subdivision at 1901 Brilowski Road (Parcel ID 2408-36-3202-01). (Resolution for Final Plat will be at a later date.)
17. Public Hearing – Amending the Zoning Code (Chapter 23 of the RMC) to:
 - a. Define vapor bars in Section 23.04(2),
 - b. Place vapor bars as a conditional use within Section 23.02(2)(a) (B-1 Neighborhood Business District and above districts), and
 - c. Place vapor bars as a permitted use within Section 23.02(2)(c) (B-3 Central Business District and above districts).
18. Ordinance Amendment on the above.
19. Amending the sublease and developer’s agreement with Great Lakes Educational Loan Services.
20. Minutes and actions of the Public Protection Committee meeting of April 14, 2014.
21. Minutes and actions of the Board of Public Works meeting of April 14, 2014.
22. Minutes and actions of the Finance Committee meeting of April 14, 2014.
23. Resolution – Reverse the commitment of funds in the Soil Remediation Special Revenue Fund (Fund 222) for the remediation of contaminated properties.
24. Developer Agreement Amendment and collateral release for Executive Place at Point, LLC.
25. Minutes and actions of the Personnel Committee meeting of April 14, 2014 and the minutes of the Special Personnel Committee meeting of March 17, 2014.
26. Minutes and actions of the Board of Water & Sewerage Commissioners meeting of April 14, 2014.
27. Minutes and actions of the Transportation Commission meeting of April 10, 2014.
28. Minutes and actions of the Police and Fire Commission meeting of March 18, 2014 and the Special Police and Fire Commission meeting of March 25, 2014.

29. Minutes and actions of the Board of Park Commissioners meeting of April 2, 2014.
30. Statutory Monthly Financial Report of the Comptroller-Treasurer.
31. Motion to enter into closed session (approximately 8:00 p.m.) pursuant to section 19.85(1)(e) Wis. Stats., for the deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, relating to the negotiating of the lease/rental of 933 Michigan Avenue (Mid-State Technical College) with the University of Wisconsin-Stevens Point.
32. 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
COMMON COUNCIL MEETING**

**Council Chambers
County-City Building**

**March 17, 2014
7:00 P.M.**

Mayor Andrew J. Halverson, presiding

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

Also Present: City Atty. Beveridge, Clerk Moe, C/T Ladick, Directors Schatschneider, Lemke, Schrader, Ostrowski, City Assessor Steve Shepro, Police Chief Ruder, Fire Chief Kujawa, Lisa Jakusz, Human Resources Manager, Kelly Pazdernik, Mayoral Assistant, B.C. Kowalski, Stevens Point Journal, Gene Kemmeter-Portage County Gazette, Brandi Makuski-Stevens Point City Times

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

Mayor Halverson did not have any opening remarks.

3. Consideration and possible action of the minutes of the Regular Common Council meeting of February 17, 2014 and the Special Common Council meeting of March 3, 2014.

Ald. Moore **moved**, Ald. Phillips seconded, to approve the minutes of the Regular Common Council meeting of February 17, 2014 and the Special Common Council meeting of March 3, 2014.

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

4. *Persons who wish to address the Mayor and Council on specific agenda items other than a “Public Hearing” must register their request at this time. Those who wish to address the Common Council during a “Public Hearing” are not required to identify themselves until the “Public Hearing” is declared open by the Mayor.

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

No one wished to speak.

6. Minutes and actions of the Plan Commission meeting of March 3, 2014.

Ald. Moore **moved**, Ald. Patton seconded, to approve the Minutes and actions of the Plan Commission meeting of March 3, 2014.

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

7. Public Hearing -- Rezoning the property at 1901 Brilowski Road (Parcel ID 2408-36-3202-01) from "R-LD" Low Density Residence District to "R-2" Single Family Residence District and "R-3" Single and Two Family Residence District.

Mayor Halverson declared the public hearing open.

As no one wished to speak, Mayor Halverson declared the public hearing closed.

8. Ordinance Amendment on the above.

Ald. Patton moved, Ald. Doxtator seconded, to approve the ordinance amendment.

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

9. Public Hearing – Repealing and recreating of Chapter 22 (Historic Preservation / Design Review ordinance) of the Revised Municipal Code of the City of Stevens Point.

Mayor Halverson declared the public hearing open.

As no one wished to speak, Mayor Halverson declared the public hearing closed.

10. Ordinance on the above.

Ald. Patton moved, Ald. M. Stroik seconded, to approve the Ordinance.

Ald. Phillips asked if there were any major changes to the ordinance.

Mayor Halverson said there are not a lot of drastic changes but there are clarification and illustration changes to the layout which make it more user-friendly.

Director Ostrowski said most of the changes were not drastic, but were made for clarification purposes. He said design standards have now been placed in the design guidelines rather than within the ordinance. Director Ostrowski stated the regulation material is the same and has been reviewed by the State Historical Society.

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

11. Public Hearing – Repealing and recreating of the City of Stevens Point Historic Preservation / Design Review Commission – Design Guidelines.

Mayor Halverson declared the public hearing open.

As no one wished to speak, Mayor Halverson declared the public hearing closed.

12. City of Stevens Point Historic Preservation / Design Review Commission – Design Guidelines.

Ald. Wiza moved, Ald. Slowinski seconded, to adopt the Design Guidelines.

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

13. Public Hearing – Amending the Wellhead Protection Map to match the legal description and relocate the map within the text to Section 23.02(4)(e)(3.1) of the RMC.

Mayor Halverson declared the public hearing open.

As no one wished to speak, Mayor Halverson moved onto the next agenda item.

14. Ordinance Amendment of the above.

Ald. O'Meara moved, Ald. Doxtator seconded, to approve the ordinance amendment.

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

15. Minutes and actions of the Finance Committee meeting of March 10, 2014.

Ald. Slowinski moved, Ald. R. Stroik seconded, to approve the minutes and actions of the Finance Committee meeting of March 10, 2014.

Roll Call: Ayes: Ald. Phillips, R. Stroik, Patton, Trzebiatowski, Slowinski, M. Stroik, Wiza, O'Meara, Suomi, Doxtator
Nays: Ald. Moore. Motion carried.

16. Resolution -- Amending the City Budget relating to the creation of a Municipal Court.

Ald. O'Meara moved, Ald. Wiza seconded, to approve the resolution.

Ald. Moore said he is disappointed with the changes in regard to the budgetary needs. He stated his opposition is due to the lack of it being a detailed budget item and cited extra costs involved with the change in location.

Roll Call: Ayes: Ald. Doxtator, Suomi, O'Meara, Wiza, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips
Nays: Ald. Moore. Motion carried.

17. Minutes and actions of the Personnel Committee meeting of March 10, 2014 and the Actions of the Special Personnel Committee meeting of March 17, 2014.

Clerk Moe read the actions of the Personnel Committee meeting of March 17, 2014.

Ald. Wiza moved, Ald. O'Meara seconded, to approve the minutes and actions of the Personnel Committee meeting of March 10, 2014 and the actions of the Special Personnel Committee meeting of March 17, 2014.

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

18. Minutes and actions of the Public Protection Committee meeting of March 10, 2014.

Ald. Wiza **moved**, Ald. Moore seconded, to approve the minutes and actions of the Public Protection Committee meeting of March 10, 2014.

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

19. Minutes and actions of the Board of Public Works meeting of March 10, 2014.

Ald. O'Meara **moved**, Ald. Doxtator seconded, to approve the minutes and actions of the Board of Public Works meeting of March 10, 2014.

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

20. Minutes and actions of the Board of Water & Sewerage Commissioners meeting of March 10, 2014.

Ald. Slowinski **moved**, Ald. M. Stroik seconded, to approve the minutes and actions of the Board of Water & Sewerage Commissioners meeting of March 10, 2014.

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

21. Minutes and actions of the Transportation Commission meeting of February 27, 2014.

Ald. O'Meara **moved**, Ald. Phillips seconded, to approve the minutes and actions of the Transportation Commission meeting of February 27, 2014.

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

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

Ald. Moore **moved**, Ald. Wiza seconded, to accept the report and place it on file.

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

23. Adjourn into closed session (approximately 7:30 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever

competitive or bargaining reasons require a closed session) and Wisconsin Statutes 19.85(1)(g) (conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation or is likely to become involved) on the following:

- A. Discussion of lease negotiations with Portage County for the Portage County Public Library building.
- B. Discussion of negotiation strategy related to excessive assessment litigation with Walgreens Co., Portage County cases nos. 11 CV 321, 12 CV 288, and 13 CV 260.

Ald. R. Stroik moved, Ald. Phillips seconded, to enter into closed session at 7:13 p.m.

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

24. Adjournment.

The meeting adjourned at 8:06 p.m.

**City of Stevens Point
SPECIAL COMMON COUNCIL**

**Lincoln Center
1519 Water Street**

**April 7, 2014
7:15 P.M.**

Mayor Andrew J. Halverson, presiding

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

Also Present: Clerk Moe, Directors Schatschneider, Lemke, Schrader, Ostrowski, Dept C/T Freeberg, Dave Schleihs - President of Fire Commission, Fire Chief Kujawa, Police Chief Ruder, Asst. Police Chief Zenner, Asst, Police Chief Skibba, C/T Ladick, Lisa Jakusz - Human Resources Manager, Steve Plaski – Streets, Todd Jackowski, Dennis Laidlaw, Barb Jacob, B.C. Kowalski - Stevens Point Journal, Nathanael Enwald - Portage County Gazette, Brandi Makuski - Stevens Point City Times

Discussion and possible action on the following:

2. Confirmation of Municipal Court Judge.

Ald. Suomi asked about Mr. McKenna’s evening-only availability for the Municipal Court Judge position.

Mr. McKenna responded that the Wisconsin Rapids Municipal Court Judge, Peter Kastenholz, has held court in the evening for 16 years successfully.

Ald. Wiza **moved**, Ald. Stroik seconded, to approve confirmation of Mr. McKenna as Municipal Court Judge.

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

3. Suggested Modifications to City Pay Plan Matrix.

Mayor Halverson discussed the current city pay plan matrix that went into effect on January 1, 2014. He is concerned with the current pay plan in

regard to the averaging that occurs with the exclusion of certain communities. He stated the current plan could negatively affect existing employees and recruitment of future employees. Mayor Halverson said he would like the Council to consider adding back the three communities originally removed plus adding one more to the city pay plan matrix. Carlson/Dettman would then create a new matrix. Mayor Halverson stated the four communities should be placed into the pay plan as a marketable employee for Stevens Point, would also be marketable for one of these cities, whose pay is higher for the same position. He proposed sliding the pay plan one column to the left to approach the control point quicker, and add a step at 115%.

Ald. Wiza is concerned with the pay numbers of the old matrix verses the proposed changes. He asked for clarification of the difference in numbers.

Mayor Halverson explained the old matrix numbers went down from grade J and below. He said Carlson/Dettman stated this was due to a statistical anomaly.

Ald. Wiza raised a concern about the additional costs of re-running a new matrix based on adding the four communities.

Mayor Halverson is under the assumption that Carlson/Dettman would do a new matrix with the additional four communities, based on current pay data for no additional charge.

Ald. Trzebiatowski questioned if the Mayor's proposed plan to add a step to the pay plan means giving everyone a 2.5% pay increase.

Mayor Halverson said the changes he is proposing to the pay plan, people currently at the maximum would potentially have one step up after a multi-year period of time. More importantly, the averages in the new plan are reflective of the competitive nature of statewide recruitment.

Ald. Moore had concerns with making changes to the new plan that has just been put in place.

Mayor Halverson said the Council made a decision to take out comparables that in his opinion adversely affected the averages based on a statewide approach on how to retain or recruit employees. He stated since the aldermen did not want to sign the confidentiality statements for data from Carlson/Dettman, the certainties of the data could not be obtained since all the data could not be provided.

Therefore, he is proposing the 2.5% increase based on the average of the comparables at the control point. He explained this allows those employees suppressed for many years to have additional steps to get to the average their counterparts are getting paid, while keeping the city leadership well below the average.

Ald. Trzebiatowski said there were concerns with the confidentiality agreement which prompted many Alderperson not to sign it.

Ald. R. Stroik expressed several concerns with the proposed 2.5% increase being brought up at a special meeting and having no analysis from the Comptroller of the financial consequences.

Mayor Halverson said the Council has to decide how much it wants to pay their employees across the board based on their counterparts and selected private sector counterparts statewide.

Ald. R. Stroik asked why is the Council looking at changes to the plan.

Mayor Halverson said the Council's decision to change the comparables changed the averages and skewed the pay plan to be uncompetitive.

Ald. R. Stroik said you must believe the comparables that you saw and the Council did not directly relate to that fact.

Mayor Halverson replied, of course and that is what we argued months ago. He feels the Council made an error when they decided to remove some of the comparables.

Ald. Moore felt the Council was correct in removing those municipalities. He also said that money is not the only thing that drives a person to take a job.

Ald. Wiza asked what the cost would be to implement the changes.

Mayor Halverson stated the estimated changes, if implemented this June it is estimated at \$60,000, for a half a year, which was provided by the Deputy Comptroller and Human Resources.

C/T Ladick said neither he nor is Deputy had seen the data.

Mayor Halverson clarified, saying the estimated increase of \$60,000 was created by the Human Resource Manager, Lisa Jakusz.

Ald. Wiza said that he would have no problem looking at a new matrix as long as it does not cost any additional money.

Ald. Trzebiatowski asked that the number of employees for each pay grade be provided to the Council.

Mayor Halverson stated that discussion needs to occur as to whether a new analysis should be done by Carlson/Dettman or not. The alderpersons must be confident in the pay plan prior to the appeals process.

Ald. Suomi stated she has issues with this being brought up now. She feels the pay plan matrix should be examined for changes in November and the appeals process started now.

Mayor Halverson said the appeals process has not begun because the Council must have confidence in the process. If the Alderpersons are not going to have confidence in the pay plan the effectiveness of the appeals process would be in question.

Police Chief Kevin Ruder agreed with concerns for employee retention using himself as a case, as he is one of the lowest paid chiefs in the state for a municipality this size. He stated the 2.5% increase is in the right direction. He said he is getting paid between 10-20% under what other comparable police chiefs make.

Ald. R. Stroik used the case presented by the Chief as an example of why the current pay plan submitted by Carlson/Dettman is wrong. He suggested disregarding the current plan and getting a fixed plan.

Mayor Halverson stressed that job placement is based on duties and job requirements, and if the placement is not correct employees can appeal their placement. He pointed out that the council has a pay plan that needs to be worked with or modified.

Ald. Trzebiatowski proposed disregarding the current pay plan created by Carlson/Dettman and create a position internally to keep track of the comparables and using that data to create a new pay plan.

Ald. Phillips proposed the current pay plan matrix from Carlson/Dettman be used without the bottom and top numbers, appeals be solicited and any updates or changes to the pay plan be done during the 2015 budget process.

Ald. Phillips **moved**, Ald. Suomi seconded, a proposal to use the current pay plan provided by Carlson/Dettman and get all the appeals completed under the current format, immediately. Before next year's 2015 budgetary process, the council considers modifying the pay plan matrix or moving it over one slot, adding the four additional cities, while removing the bottom and top values to make the pay plan more honest.

Dave Schleih, 1026 Smith Street, President of the Police and Fire Commission, said the salary of management is below average. He shared his concerns about the current pay plan still being below average and encouraged the Council to take a look at the plan before the 2015 budget process.

Ald. Slowinski questioned why people are still saying the plan data is off for upper management.

Mayor Halverson clarified the motion on the floor is to continue using the pay plan as it was presented on January 1, 2014, work through the appeals process, and look at any changes based on averages during the budget process for 2015.

Ald. Wiza requested Carlson/Dettman provide the new pay plan matrix with the four additional communities for further perusal in the future. He encouraged an amendment of the motion on the floor to include this.

Lisa Jakusz, Human Resources Manager, noted private sector data was included in the pay plan as requested by the Council. She also stated that taxpayers of the city can only support employee pay to a point and the pay plan must be based on what the City can afford.

Ald. Phillips **amended** his motion to include the supply of a new matrix by Carlson/Dettman, with the inclusion of La Crosse, Eau Claire, Sun Prairie, and DePere and dropping the high and low value, for presentation and reconsideration for the 2015 budget. Ald. Suomi, who seconded the motion, agreed.

Amended motion: Use the current pay plan provided and complete the appeals. Carlson/Dettman will provide a new matrix with the inclusion of La Crosse, Eau Claire, Sun Prairie, and DePere with the high and low values dropped. This plan will be presented for consideration for the 2015 budgetary process when the council also considers modifying the pay plan matrix or moving the values over one slot.

Roll Call: Ayes: Ald. Doxtator, Suomi, Phillips, Patton, Slowinski, M. Stroik, Wiza, O'Meara,
Nays: Ald. Trzebiatowski, R. Stroik, Moore. Motion carried.

4. Update on Appeals Process, Time Line and Information Disclosure.

Mayor Halverson stated Mr. Carlson of Carlson/Dettman will be consulted on his schedule availability to look at the appeals presented for grade level placement in the matrix.

5. Adjournment.

Adjournment at 8:53 p.m.

CITY OF STEVENS POINT
REORGANIZATION MEETING
OF THE COMMON COUNCIL

City Conference Room
1515 Strongs Avenue

April 15, 2014
6:00 P.M.

Mayor Andrew Halverson, Presiding

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

Excused: Alderperson Doxtator

Also

Present: City Attorney Beveridge; City Clerk Moe; C/T Ladick; Brandi Makuski; Nathanael Enwald

Consideration and Possible Action on the Following:

2. Mayoral Appointments to Various Boards and Commissions.

Mayor Halverson noted that Karalyn Peterson was the only new appointment. A narrative was provided.

Committee/Commision/Board	Appointee	Appointee's Address	Term	Expires
Affirmative Action/Fair Housing	Ald. Michael O'Meara	1809 Clark Street	2yrs	4/30/2016
Board of Appeals	Ald. Jerry Moore	317 Division St. N.	3yrs	4/30/2017
EMS Oversight Board	Ald. Randy Stroik	433 West Trillium	2yrs	4/18/2016
EMS Oversight Board	Ald. Michael O'Meara	1809 Clark Street	2yrs	4/18/2016
Historical Preservation/Design Review Commission	Tim Siebert	2933 Kozy Street	3yrs	4/30/2017
Library Board Liaison	Ald. Michael Phillips	3225 Mary Street	1yr	4/15/2015
Local Emergency Planning Committee	Scott Schatschneider	1515 Strongs Avenue	2yrs	4/30/2016
Board of Park Commissioners	Michael Glodosky	4409 Nicolet Avenue	3yrs	4/30/2017
Board of Park Commissioners	Robert Freckmann	871 Oak Ridge Drive	3yrs	4/30/2017
Police and Fire Commission	Ald. Tony Patton	3917 Jordan Lane	Ald. Liaison - 1 yr.	4/15/2015
Police and Fire Commission	David Schleihs	1026 Smith Street	5yrs	4/30/2019
Board of Review	Kenneth Lepak	3016 Channel Drive	5yrs	4/30/2019
Space and Properties	Mayor Andrew Halverson	1515 Strongs Avenue	2yrs	4/30/2016
Transportation Commission	Ald. Jeremy Slowinski	4501 Pleasant View	1yr	4/15/2015

		Drive		
Transportation Commission	Elbert Rackow	1824 Gilkay Street	3yrs	4/30/2017
Transportation Commission	Ald. Mary Stroik	1709 Ellis Street	1yr	4/15/2015
Transportation Commission	Karalyn Peterson	5540 Glenwood Avenue	3yrs	4/30/2017
Board of Water and Sewerage Commissioners	Paul Adamski	3117 Della Street	5yrs	9/30/2019
Weed Commissioner	Brent Curless	1515 Strongs Avenue	1yr	4/30/2015

Ald. Slowinski asked who was she was replacing.

Mayor Halverson said Hans Walther. He is no longer able to serve.

Ald. Wiza asked about the terms of the Alderpersons serving on the Board of Parks Commissioners.

Mayor Halverson said they should not be up for appointment but he would look into it.

Ald. Wiza **moved**, Ald. O'Meara seconded, to approve the appointments.

Ald. Suomi asked about Plan Commission appointments.

Mayor Halverson said there are no terms up on the Plan Commission.

Call for the Vote: Ayes: Majority, Nays: Minority, motion adopted.

3. Mayoral Appointments of Council Members to Standing Committees.

BOARD OF PUBLIC WORKS

Mayor Andrew J. Halverson, Chairperson
 Comptroller/Treasurer Corey Ladick
 Randal Stroik
 Michael W. O'Meara
 Jeremy Slowinski
 George Doxtator
 Joanne Suomi

FINANCE COMMITTEE

Tony Patton, Chairperson
 Michael W. O'Meara
 Randal Stroik
 Jeremy Slowinski
 Michael Phillips

PUBLIC PROTECTION COMMITTEE

Jeremy Slowinski, Chairperson
 Mike Wiza
 Roger Trzebiatowski
 George Doxtator
 Mary Stroik

PERSONNEL COMMITTEE

Michael Phillips, Chairperson
 Jerry R. Moore
 Mike Wiza
 Tony Patton
 Joanne Suomi

Ald. O'Meara **moved**, Ald. Patton seconded, to approve.

Call for the Vote: Ayes: Majority, Nays: Minority, motion adopted.

4. Nominations and Election of President of the Council.

Ald. Trzebiatowski nominated Ald. Moore, Ald. Patton seconded.

Ald. Suomi nominated Ald. R. Stroik. Ald. R. Stroik declined the nomination.

Ald. Suomi nominated Ald. Slowinski, Ald. O'Meara seconded.

Ald. Slowinski nominated Ald. Wiza. Ald. Wiza declined the nomination.

As no other nominations were made, Ald. Trzebiatowski **moved** to close nomination.

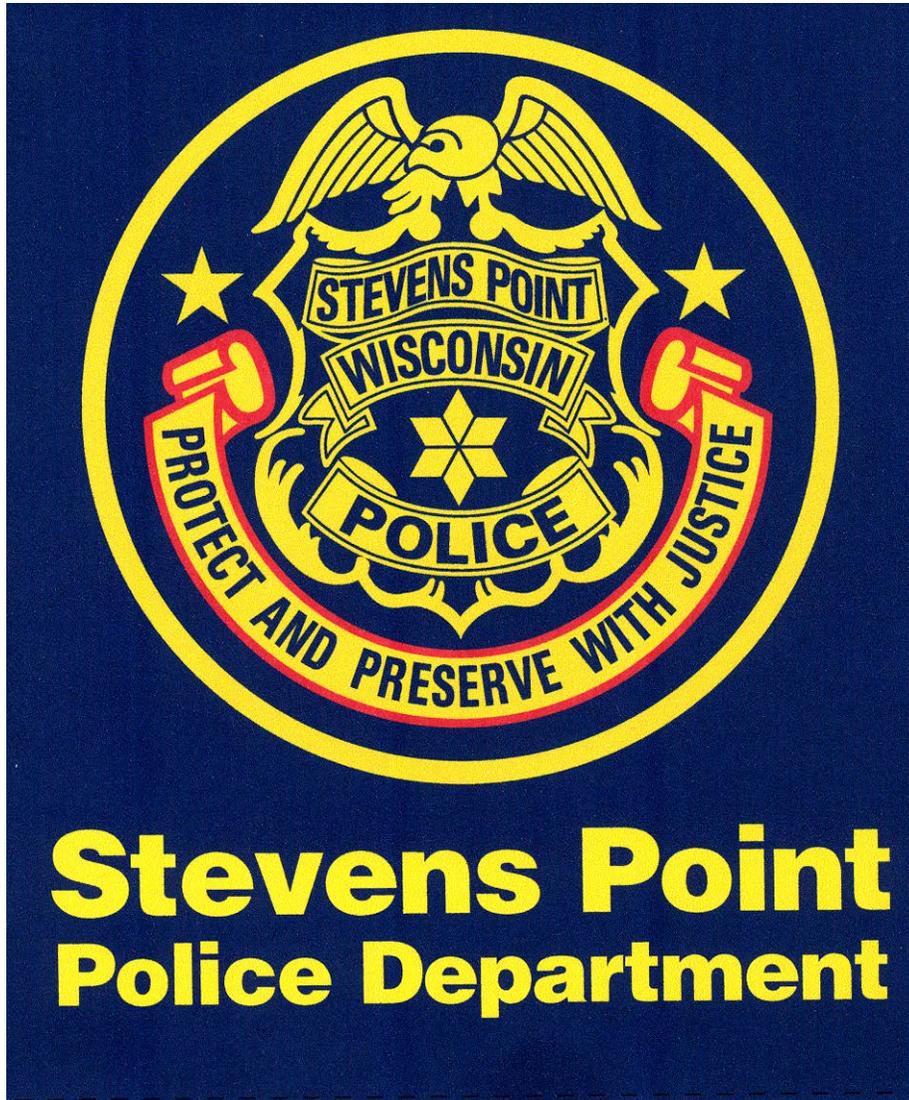
Call for the Vote: Ayes: All, Nays: None, motion adopted.

After counting of the ballots, Ald. Slowinski was elected President of the Common Council with six (6) votes; Ald. Moore received four (4) votes.

5. Adjournment.

Adjourned at 6:08 p.m.

ANNUAL REPORT 2013



**Stevens Point
Police Department**

**Kevin K. Ruder
Chief of Police**

April 2014

Mayor Andrew Halverson
Stevens Point Police and Fire Commission
Stevens Point Common Council

I am pleased to submit the 2013 Annual Report of the Stevens Point Police Department.

The Department continued following our long-term objectives of preserving public safety, improving community awareness, reducing crime, promoting traffic safety, and managing financial resources. The following is a list of the accomplishments in 2013 which utilized our long-term objectives as a guide:

Community Campaign Involvement

Bring a Buddy

- Program to encourage students to not walk alone when walking to and from the downtown area. The program is in the wake of the drowning of Eric Duffy and incidents of students found incapacitated outdoors during inclement weather.

Veterans and Family Resource Center

- Officer Mike Bink was assigned as a veteran liaison officer and has partnered with Michael Clements of Portage County Veterans Service office to help direct veterans to available resources. The position has been a great success to date. Expanding on the principle of helping veterans, the Department is assisting in the development of a more efficient way to deliver the resources veterans and their families need within the community.

Department Programs

Auxiliary Police Unit

- Twelve volunteers within the community assist the Department with traffic control during special events such as Riverfront, Cultural Festival and Halloween.

Lexipol Training and Policy Program

- Program to assist the Department in policy review and updates with a training component for officers.

New Records Management System

- Funding to initiate a new Records Management System was identified in 2013 and the Department assisted in the deployment.

Coin Recognition Program

- The recognition coin is presented to anyone who assisted the Department above and beyond what is expected. The recipients are invited to a recognition banquet in the fall.

Department chosen as Pilot Program for Crime Alert Network

- The Crime Alert Network is a state Department of Justice program which alerts citizens via email regarding crime within the community.

Transition to a Joint Dispatch, Establishing a Countywide Communication Center

These were just a few of the challenges the Department embarked upon in 2013. We look forward to another great year in 2014.

As your Chief of Police, I am proud of the professional organization serving this community. The men and women who serve are second to none.

I encourage anyone within the community who would like to learn more about the Department to contact me directly.

Respectfully submitted,

Kevin K. Ruder,
Chief of Police

Stevens Point Police Department Strategic Direction



The Mission of the Stevens Point Police Department is:

- * to work professionally as a team,
- * to promote public safety,
- * and to enhance the quality of life in our community, through innovative policing and community partnerships.

Long Term Objectives

1 Preserve Public Safety

Improve on quality of life issues for the citizens of our community.

2 Improve Community Awareness

Provide the community access with accurate and timely information on Department services and activities conducted. Ensure that the public perception of police activities reflect reality.

3 Reduce Crime

Develop a comprehensive community based initiative to reduce crime.

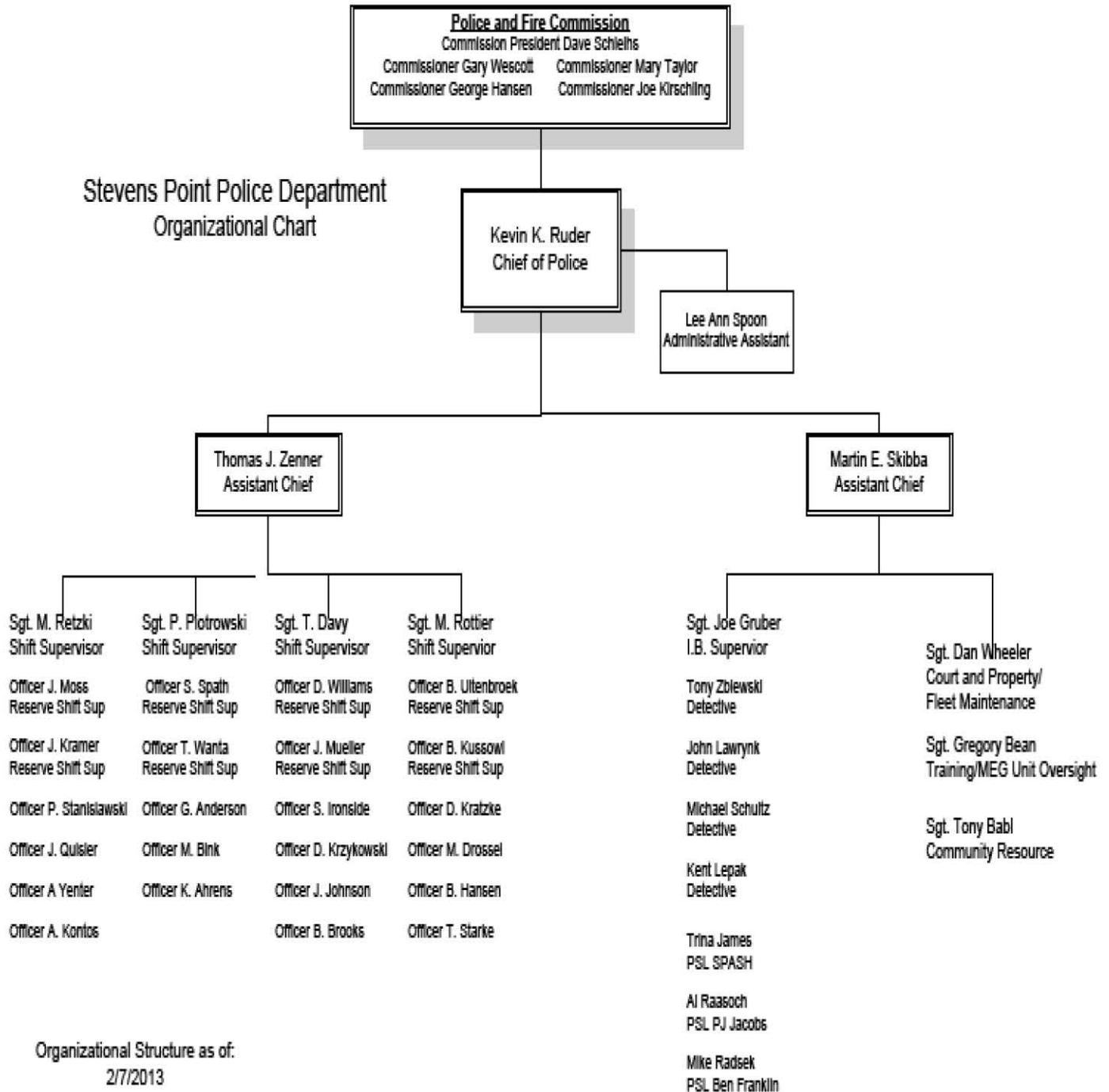
4 Promote Traffic Safety

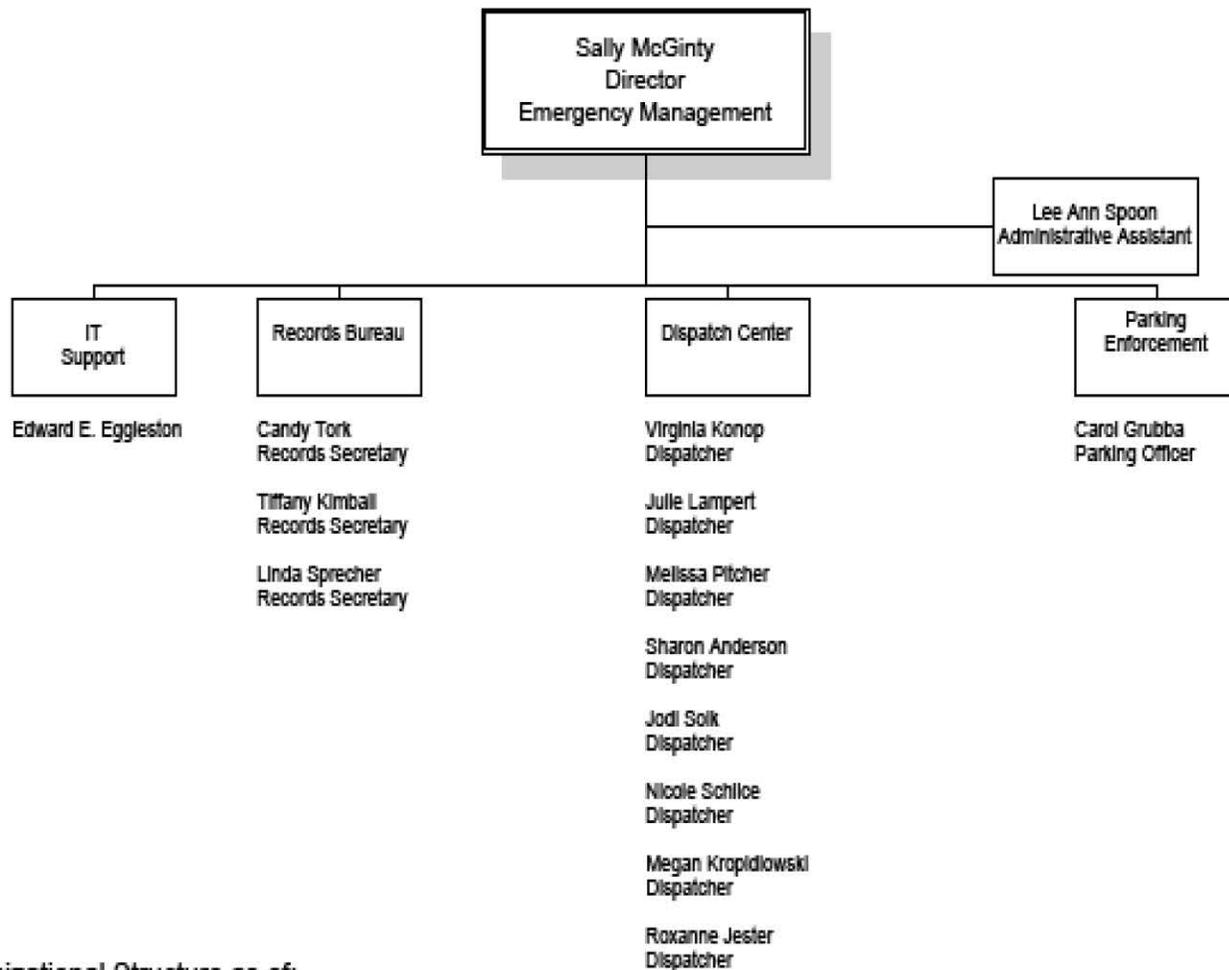
Collaborate to identify, prioritize and implement a traffic safety plan.

#5 Develop and Manage Financial Resources

Locate Financial sources and properly plan and manage them to allow ongoing support for the achievement of identified strategic objectives.

Stevens Point Police Department
Organizational Chart





Organizational Structure as of:
2/13/2013

2013 Staff



*Kevin
Ruder*

*Martin
Skibba*

*Thomas
Zenner*

*E. Joseph
Gruber*

*Paul
Piotrowski*

*Daniel
Wheeler*

*Michael
Retzki*



*Tony
Babl*

*Timothy
Davy*

*Gregory
Bean*

*Michael
Rottier*

*David
Kratzke*

*Scott
Ironsides*

*Gary
Anderson*



*Patrick
Stanislawski*

*Anthony
Zblewski*

*Michael
Bink*

*Michael
Radsek*

*Dana
Williams*

*Alan
Raasoch*

*Joseph
Quisler*



*John
Moss*

*Robert
Kussow*

*Dana
Krzykowski*

*John
Lawrynk*

*Trina
James*

*Benjamin
Uitenbroek*

*Theodore
Wanta*

2013 Staff



*Joseph
Kramer*

*Kent
Lepak*

*Steven
Spath*

*Matthew
Drossel*

*Aaron
Yenter*

*Kristina
Ahrens*

*Aimee
Kontos*



*Jeremy
Mueller*

*Joseph
Johnson*

*Blake
Hansen*

*Tino
Starke*

*Brian
Brooks*

*Justin
Klein*

*Andrew
Poeschel*



*Lee Ann
Spoon*

*Carol
Grubba*

*Virginia
Konop*

*Julie
Lampert*

*Melissa
Pitcher*

*Sharon
Anderson*

*Jodi
Stoik*



*Nicole
Schlice*

*Megan
Kropidowski*

*Roxanne
Jester*

*Candy
Tork*

*Tiffany
Kimball*

*Linda
Sprecher*



*Sally
McGinty*



*Edward
Eggleston*

2013 Staff

<i>SWORN</i>	
<i>Chief</i>	1
<i>Assistant Chiefs</i>	2
<i>Sergeants</i>	8
<i>Detectives</i>	4
<i>Police School Liaisons</i>	3
<i>Patrol Officers</i>	23
<i>* Total Sworn Staff *</i>	42

<i>CIVILIAN</i>	
<i>Emergency Management Dir.</i>	1
<i>Administrative Assistant</i>	1
<i>Dispatchers</i>	8
<i>IT Manager</i>	1
<i>Parking/Records</i>	4
<i>School Crossing Guards</i>	10
<i>Auxiliary Police</i>	12
<i>Chaplains/Senior Volunteers</i>	8
<i>* Total Civilian Staff *</i>	45

New Employees

Officer Justin Klein was hired on March 25th, 2013. Officer Klein was previously employed as a part-time law enforcement officer with the Mirror Lake State Park in Baraboo, Wisconsin. Klein previously interned with the Department in 2011. Officer Klein is a native to Stevens Point and is an avid outdoor enthusiast.



Officer Andrew Poeschel was hired on October 7th, 2013. Officer Poeschel was previously employed full-time as a mechanic and worked part-time as a reserve deputy with the Waupaca County Sheriff's Department. Poeschel also served the Department as an Auxiliary Officer, joining the Auxiliary Police Unit in 2013. Poeschel enjoys working on engines and spending time outdoors.



Administrative Services Report 2013

The Administrative Division continued to work diligently with a focus on providing the needed tools for the police department to maintain the quality service the community has come to expect. Additionally, department heads sought to identify future issues, develop plans to implement and develop funding strategies to address these department needs to better serve the community. All this, while keeping with the department's long term goal of developing and managing financial resources.

Community Resource pursued the development of the 1033 program which is an extension of the federal program providing previously issued military equipment to law enforcement entities at little or no cost. The research led to applying for an armored, all wheel drive personnel carrier. With limited funding, but a clear need for use in emergencies ranging from natural disasters to SWAT related calls the procurement process will continue into 2014.

Additionally, with a lot of work from the Community Resource position the first year of the Police Auxiliary Unit was a success with participation at a wide range of community events.

The Investigation Bureau researched and sought out interested officers to apply and establish a computer forensics trained investigator within the bureau. Funding was secured and an officer was selected to launch this position in early 2014. As in 2012 the number of crimes involving Integrated Technology continued to grow. Additionally, there was a restructuring within the police department and the Police School Liaison (PSL) officers were moved under the supervision of the bureaus supervisor. One of the primary roles of a PSL officer is to investigate incidents, some rising to the criminal level. The move fell more in line with the officer's function within their respective school.

SWAT researched and purchased communication equipment to update its aging system. The new equipment will provide better communication from member to member during tactical operations. Additionally, the SWAT team hosted a multi jurisdictional training that brought many agencies together to train, network and share tactics that worked in various incidents.

Court and Property received valuable information from a City wide building survey. Space and location needs were the clear issues related to property and the survey will be beneficial as the police department continues to access the needs of property and the other areas of the department.

Training was utilized in a variety of ways from In-services to multi agency training at the firing range. Additionally, the administration was provided the opportunity to send one of its Command Staff to the University of North Western Illinois's School of Police Staff and Command.

Additionally, the Administrative Division partnered with Portage County to replace all of the police departments portable and mobile communication equipment. This provided a savings to the city of \$250,120.00. This was accomplished by working with Portage County during their update to their respective law enforcement communications system that, without any change to the cities system would have caused considerable gaps in communications between Stevens Point Police Officers and Portage County Sheriff's deputies.

This along with other partnerships focus on the department's long term goals of reducing crime within our community, promote public safety and maintain a fiscally responsible perspective.

Respectfully submitted,

Assistant Chief Martin Skibba
Administrative Division

Operations Division Report 2013

The past year has been one of constant change for the City's patrol force. As information technology continues to modify how law enforcement provides its services, we continue to move forward and progress in this ever-changing landscape.

And with change, we also say good-bye to those who have served the City with dedicated duty. In November, Officer David Kratzke retired after 30 years of honorable service. Officer Kratzke began his employment at the police department in October 1983. In honor of his dedicated service, an American flag was flown in front of City Hall and presented to him during a retirement ceremony by the Department's Honor Guard. The flag presentation was the first of its kind and will be implemented for all sworn officer retirements in the future.

In 2013, two new patrol officers were also welcomed to the ranks, Officer Justin Klein and Officer Andrew Poeschel. Officer Klein earlier served as an Intern with the Police Department and Officer Poeschel was part of the initial hires with the department's Auxiliary Police force.

In February, the Department migrated to the Tritech records management system which required a major transition for Patrol. A new field based reporting, data base, and computer aided dispatch (CAD) system was trained and fully implemented by the end of May.

In August, a new squad camera system was acquired for all patrol vehicles. Due to problematic issues and officer complaints with the previous system, Digital Ally squad cameras were purchased and identified officers were tasked with the training requirements. Sgt Wheeler, along with Officers Quisler, Uitenbroek, Spath and Mueller were tasked with the implementation and training. Thanks to the officers involved, the new camera system has been a success.

Operationally, patrol developed a modified format from previous years concerning increased patrol efforts. Instead of assigning extra officers on weekends during the spring and fall, the department maintained shifts at maximum manpower. Overtime was used only to supplement pre-authorized days off. Overtime details were then created to target specific assignments.

Several details were conducted, targeting alcohol related offenses, noise abatement and criminal interdiction. An overtime detail conducted in October with the Wisconsin State Patrol resulted in several criminal arrests, including an individual on a 29 year old warrant from Dane County on 1st degree sexual assault.

Alcohol related offenses continue to be a focus of our enforcement efforts. In 2013, the department made 111 arrests for operating while under the influence. This was a 16 % increase from 2012. Of those arrested, 44 had a blood alcohol concentration over .20 BAC which was a 37% increase from 2012. We will continue our efforts involving alcohol related enforcement at the patrol level, including targeted overtime details during the year.

Calls involving mental health continue to increase for our department. Although emergency commitments had a slight decline from 2012, we continue to see an increase in calls for service. Many of these calls result in voluntary treatment or coordination with family members for monitoring. Also, calls at area nursing homes involving dementia patients still require law enforcement assistance but do not meet the criteria for emergency commitments. Officers will continue to be trained in crisis intervention and work with Human Services personnel to deal with an increasing, and resource consuming problem.

As we enter 2014, we will continue strengthening relationships within the community and apply lessons learned during the previous year to ensure the citizens of the City of Stevens Point have a well trained police force that serves and protects our community.

Respectfully submitted,

Assistant Chief Tom Zenner
Operations Division

Emergency Management & Civilian Services Report 2013

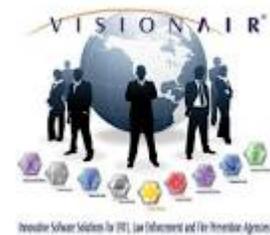
Dispatch

The Dispatch Center had another busy year supporting police and fire operations, as well as answering the calls of the citizens of Stevens Point. The Dispatch Center answered over 24,000 calls for service.

There were many changes in 2013: Dispatcher Ginger Konop retiring after 26 plus years of service to the community and joint dispatch came to fruition in July with the establishment of the Portage County Communication Center dispatching all public safety calls for service for Plover, Portage County and Stevens Point.

Information Technology

In 2013 the implementation of the new Records Management System (RMS), VisionAir was completed. The new software included Computer Aided Dispatch (CAD) software, software on police vehicle computers, report writing software, and records management software. This software allows for better information exchange among the Stevens Point Police Department, the Sheriff's Office, and the Plover Police Department.



Parking

In 2013 research was completed and capital was obtained to purchase new electronic parking enforcement equipment in 2014. Continued research will be done to match new meter technology.

Records

The Records Bureau continued to provide quality customer service to the community. An average of over 30 customers was served daily by the Records Bureau personnel at the walk-up window. In addition, the Records Bureau continued their outstanding job processing police reports, citations, parking tickets, accident reports, records requests, and other information and paperwork.

Sally E. McGinty
Emergency Management Director

Training & Fleet Maintenance Report 2013

Training

The Field Training Program trained the one new Officer that was hired in 2013. That training consisted of Field Training Officers partnering with the new Officer for nearly 700 hours of training before being allowed to begin solo patrol duties.

The Range Officers conducted 5 range sessions in addition to a separate range that was held when the Department transitioned to new pistols. These ranges focus on tactics for pistol, rifle, shotgun and less lethal applications and are quite demanding for the instructors based both on the amount of time needed to plan these trainings, let alone the time required to actually conduct the ranges.

The training budget for 2013 was increased by \$3,000 over 2012, to a total of \$20,040. Officers logged a total of 3566 training hours in 2013, for an average of 85 hours per Officer. The training hours for 2013 were 355 hours over what was attained in 2012, an 11% increase.

Sergeant Greg Bean
Training

Fleet Maintenance

In 2013 Fleet Maintenance worked with local vendors to update a portion of its fleet with 11 new vehicles consisting of four Ford utilities and seven Ford sedans. These vehicles are the first of an all wheel series for the department, providing patrol officers with equipment to better respond to calls during inclement weather.

Additionally, these vehicles are smaller than the previous patrol vehicles. Officers have had high praise for the performance of the all wheel drive vehicles during inclement weather including snow which has historically been a problem for the rear wheel drive vehicles to navigate through unplowed streets.

The fleet used 26,724.40 gallons of fuel in 2013 compared to 26,023.9 gallons of fuel in 2012. The cost of the 2013 fuel was \$ 84,890.19 compared to \$90,332.54 to operate in 2012. There were 701 more miles logged on the squads in 2013 but the cost was \$ 5,442.35 less than in 2012.

Sergeant Daniel Wheeler
Court and Property

Community Resources Report 2013

In January of 2013, Sergeant Tony Babl took over the Community Resource Sergeant Position from Sgt. Davy. This office was involved with a variety of public relations, community events and crime prevention duties within the Police Department.

Community Resource

One responsibility of this office was to help coordinate the approximately 100 Special Events within the city to determine the proper staffing, traffic control and use of the newly formed Auxiliary Police Unit.

These events included the six annual Parades- (Trivia, Independence Day, Holiday Parade and the Pacelli, SPASH and UWSP homecomings) as well as the many walking, biking and running events that Stevens Point groups hosted this year including YMCA's Triathlon and Frostbite run, Bock Run, Justice Works run, Walk Wisconsin, Ciclovía and the United Way Duathlon to name a few.

This office supervises the Adult Crossing Guards. In March the decision was made to no longer staff the School Crossing at Water St and Whiting Ave reducing our Adult crossing guard staff to eight.

Public information in the form of many safety presentations, Press releases, Portage County Crime Stoppers, and Sex offender release notifications originated from this office. This year, our Department was chosen to be part of the Wisconsin Crime Alert Network pilot program which utilizes email and text alerts as a tool to help notify the public of criminal activity and crime trends.

Alcohol and Tobacco Compliance Checks were completed in conjunction with Portage County Alcohol coalition and the Wisconsin Wins Program. A total of 92 Alcohol Compliance checks were conducted in April, May and October with four violations. In July, 22 businesses were checked for tobacco sales compliance and no violations were observed. From April to November 631 Keg registrations were issued. The bartender license check procedure was examined using the lean six sigma process and was somewhat streamlined.

In December the Police Department held a Recognition Dinner to thank our many volunteers including the Auxiliary Police unit, Chaplain Program and our Records Department Volunteers. On this night we also recognized several citizen Recognition Coin recipients for their acts of unselfishness in life-saving or significant crime solving events.

Auxiliary Police

The Community Resource Sergeant supervises the Auxiliary Police Unit. 2013 was the first full year with this unit in place. The 12 person unit was utilized at 46 separate events in the City including Parades Running events, Riverfront Rendezvous as well as assisting with our officer's scenario training. Together they accumulated 638.5 hours of volunteer time between them.

As a bonus to the Auxiliary program, our Department has the opportunity to evaluate the Auxiliary members for our full time sworn openings. This year we hired Andrew Paschal and Michael Long from this group to full time sworn status.

Sergeant Tony Babl
Community Resource

Court & Property Report 2013

The Department combines the functions of Property & Evidence Officer with that of the Court Officer.

Court

The role of the Court position includes maintaining logs for emergency detentions, OWI (operating while intoxicated) arrests, warrant entries, and criminal referrals. This position presents citations in court for initial appearances, conduct pretrial conferences, and review citations for accuracy, as well as taking care of court and discovery requests. When a person is locked in jail on a fresh arrest, the required paperwork is gathered and forwarded to the District Attorney's Office to enable them to conduct a bond hearing on that person.

In 2011, the responsibility of conducting Pre Trial Conferences reverted back to the City Attorney's Office while this position continued to present citations at initial appearances and put together case files in 2013. This allowed the Stevens Point Police Department the ability to re-direct the time this position was spending on Pre Trial Conferences to other Department related tasks, a savings of several hours each week.

2013 continued to see a decrease in the number of emergency detentions that were done. This was partially due to a collaborative effort between Portage County Human Services, the Green Bay Crisis Center, and St. Michael's Hospital.

Types of Emergency Detentions are broken down as follows;

Overdose Related: 27 compared to 24 in 2012

Suicidal with no physical attempt: 31 compared to 34 in 2012

Alcohol: 2 Compared to 4 in 2012

Other: 20 compared to 24 in 2012

Placements for the emergency detentions are broken down as follows;

Saint Michael: 56 compared to 50 in 2012

Norwood (Marshfield): 4 compared to 4 in 2012

Winnebago Mental Health Facility: 3 compared to 19 in 2012

Saint Joseph (Marshfield): 5 compared to 8 in 2012

Green Bay: 0 compared to 1 in 2012

North Central Mental Health Care Center (Wausau): 4 compared to 1 in 2012

Mendota Mental Health Center (Madison): 3

Sacred Heart (Eau Claire): 1

St. Mary's (Rhinelander): 1

St. Elizabeth's (Appleton): 3

The Stevens Point Police Department continued its relationship with Justiceworks Ltd. in partnership with their 'Make It Right' program which allows victims of minor offense's to obtain restitution from the offender in a setting moderated by Justiceworks Ltd.

Court Services continued to experience an increase in warrant processing. In 2013 the Stevens Point Police Department processed 389 warrants compared to 309 warrants in 2012. The increased work load was a challenge for Court Services and the Dispatch Center which is responsible for much of the administrative actions required to process warrants. The Portage County Judicial Agencies reinstated the issuance of warrants for incidents of failing to pay fines which is a contributing factor to the increase in warrants for 2013.

There was a decrease in the number of criminal referrals to the DA's office from 526 in 2012 to 488 in 2013 and decrease in the number of OWIs in 2013. The department has also made the change from using the Intoximeter as our primary OWI test to using blood as our primary test. This change was done in large part due to a recent state Supreme Court case that made prosecution with an Intoximeter test more difficult. (See Addendum)

Property



The role of Property and Evidence deals with processing the evidence that is property inventoried by officers into the Police Department's evidence room. In addition, logs of the items that are inventoried, returned to the owner, destroyed, turned into the Police Department's Records Bureau, or converted to department use are maintained by this position.

The role of Property and Evidence also includes maintaining the prescription drug drop off receptacle. The receptacle is emptied weekly and usually fills up a 33 gallon tote (and occasionally 2 totes). This translates into 1,716 gallons of items placed in the receptacle annually. The items are then sorted into prescription and non prescription items. Prescription items are taken to the material handling facility in Plover for destruction, and narcotic items are forwarded to the Drug Enforcement Administration for destruction. In 2013, approximately 580 pounds of pharmaceuticals were sent to the Drug Enforcement Administration for destruction.

There were two collections of prescription drugs conducted at the Lincoln Center during the year with an additional 62 pounds of pills collected.

Sergeant Daniel E. Wheeler
Court and Property

ADDENDUM

	2013	2012	+ / - %
<i>Emergency Detentions</i>	80	84	- 2.3%
<i>Request for Charges</i>	488	526	- 7.79%
<i>Warrants</i>	389	309	+ 25.89%
<i>Operating While Intoxicated</i>	111	96	+ 15.63%

Request for Charges (Criminal)	2013	2012	+ / - %
<i>Disorderly Conduct</i>	62	86	- 28%
<i>Domestic Abuse**</i>	69	19	+ 263%
<i>Drug Related</i>	84	85	- 1.18%
<i>Traffic Crimes</i>	83	76	+ 9.21%

** Criminal arrest codes updated in 2013, reflecting Domestic related arrests

Operating While Intoxicated	2013	2012	+ / - %
BAC (Blood Alcohol Content)			
<i>< .10</i>	4	2	+ 100%
<i>.10 - .149</i>	9	14	- 35.71%
<i>.15 - .199</i>	30	41	-26.83%
<i>.20 - .249</i>	30	18	+ 66.67%
<i>.25 - .299</i>	11	10	+ 10%
<i>.30 +</i>	3	4	- 25%
<i>Breath</i>	4	42	- 90.48%
<i>Blood</i>	86	44	+ 95.45%
<i>Refusal</i>	15	10	+ 50%
Offense #			
<i>First</i>	70	63	+ 11.11%
<i>Second</i>	14	18	- 22.22%
<i>Third</i>	13	9	+ 44.44%
<i>Fourth</i>	8	5	+ 60%
<i>Fifth +</i>	2	1	+ 50 %

Investigation Bureau Report 2013

Equipment

The Police Department purchased a mobile forensic Cellebrite machine in 2013. This equipment allows Detectives and Officers to extract cell phone data for investigative purposes. This device can bypass pass codes to extract hidden or deleted data. Call history and email can also be retrieved.

The Detective Bureau is continually reviewing equipment to assist in solving crimes and purchasing appropriate equipment when needed. The Cellebrite machine is a prime example of this and the benefit it brings to most cases because of the high use of cellular phones.

Cases

Detectives collectively worked over 472 new cases compared to 705 in 2012. These cases were more labor intensive and frustrating due to their complexity. Most cases are referred from the Patrol Division. Many cases this year also extended into neighboring jurisdictions. Clearance rates were high due to the efforts and dedication of our Detectives and Officers.

Detectives included, Anthony Zblewski as Sensitive Crimes Detective, Mike Schultz in Narcotic Enforcement, John Lawrynk focusing on Property Crimes but assisting in many of the Drug Investigations and Kent Lepak investigating Property and Financial crimes.

47 Search Warrants were written and executed as well as 34 Subpoenas for phone and other records. Approximately 86 pieces of evidence were submitted to the crime laboratory for analysis.

Sensitive Crimes

We have one Detective assigned to primarily work Sensitive Crimes. His case load has been increasing every year. Most of the cases are referrals from Portage County Human Services. Detectives assist Human Service investigators with cases from suspected child abuse to unfit living conditions.

Detectives also investigate sexual assault cases, both juvenile and adult cases.

Our Sensitive Crimes Officer had 114 calls for service in 2013. Many of these were cleared by arrest or referrals. Many more were cleared by offering services or advice to help resolve issues that did not rise to the level as being criminal.

Property Crimes

In March and April, Detectives responded to at least 10 Daytime Home Burglaries. With the help of a property owner and Officers on patrol the suspect was apprehended after attempting to gain entry into a home. A search warrant was conducted at the suspect hotel room and evidence and property were recovered from several of the burglaries.

In July, Detectives responded to an Armed Robbery at the Blue Top Schell gas station. Two suspects were identified by video. Investigators built a case from interviews, physical evidence and DNA evidence to convict one suspect of the crime at a Jury trial. One other female suspect fled the State and an active warrant was issued for her arrest.

In August, Detectives worked another Home Burglary case where more than \$30,000 in cash and property were stolen. This case went on for months as information and interviews of possible suspects were done. This case was solved by a detective who was persistent in following up on information he was receiving. He developed a suspect who has been a repeat offender on many burglaries and thefts in the past. Detectives did several search warrants at several locations to recover some property and a safe that were stolen. The suspect eventually admitted to the burglary and is in jail awaiting trial.

Thefts and burglaries were on the rise in 2013. Many of the thefts are drug related and involve suspects that have some sort of involvement with the people they steal from. They seek money or items that can be pawned at local pawn shops for cash in return. Detectives utilized on-line data bases for pawn type businesses to help locate stolen property and solve many these cases.

Detectives solved an Armed Robbery and Assault that occurred in Plover. Plover Police requested mutual aid for Detectives to follow up on this case that involved substantial injury to the property owner. Detectives tracked three suspects to the Wausau area where they were apprehended. Detectives also assisted Plover Police with a Homicide investigation which ended in the arrest of a male suspect for murder. Assisting other agencies with investigations is a common practice and Detective spend many hours helping other agencies as do other agencies assist our department in an attempt to clear active cases.

A suspect was arrested for a check writing and cashing scheme. Suspect would print out checks with fake names of businesses and get friends to go to local banks and cash the checks for money. Not all banks cashed the checks but several did with substantial financial loss in the thousands of dollars. Suspect and equipment were tracked to local hotel where he was apprehended after a search warrant was executed on his room. Suspect was a repeat offender with prior convictions for the same type of offenses.

Embezzlement or employee theft is also on the rise. One local business had a loss of over \$16,000. A female employee was altering receipts and pocketing the difference in cash. She was charged in the case. This is just one of several cases this year.

We also continue to see more Internet and Phone scams. Most of these cases are reported as attempted thefts as most of our residents are educated about the scams.

We do have several reported financial losses to residents who responded to phone or written letter scams. We will continue to educate residents about the scams and try and follow up on cases but most originate out of state and some out of the country.

Other Cases

Detectives are crossed trained to assist in a wide range of Investigation and continue to work many other active cases. Vandalism or damage to property has continued to be a problem as most are difficult to solve because of their senseless nature.

Death Investigations

We investigated four unnatural deaths in 2013 unrelated to drug related deaths.

Adult Male- Suicide

Adult Male- Alcohol overdose

Adult Female- Suicide

Infant Child- Undetermined: not suspicious

See Drug Officer Report for drug related death investigations.

Detective Sergeant Joe Gruber

Investigation Bureau

Drug Office Report 2013

2013 was an active year for the Stevens Point Drug Unit with 24 drug search warrants served resulting in 37 people being charged with 41 felony charges and 48 misdemeanor charges. Many of these investigations resulted in seizures of cash, approximately \$19,567.00 and property, one vehicle. Drugs seized during these search warrants included marijuana, methalone, synthetic LSD, Hash, Hash oil, cocaine, psilocybin mushrooms, heroin, and prescription medications.

The Stevens Point Drug Unit continued to work as part of the Central Wisconsin Drug Task Force in 2013. During the year the drug unit assisted with numerous cases in Portage County and the other counties that make up the Central Wisconsin Drug Task Force. The drug unit also worked very closely with the Portage County Drug Investigator investigating numerous marijuana growing operations in Portage County.

Marijuana is still one of the most common drugs seen in the community. Other common drugs that are being seen in the community are cocaine, synthetic marijuana, LSD, psilocybin mushrooms, prescription medications, and heroin. Prescription medication abuse is also a common problem in the community. This year the State of Wisconsin implemented the Prescription Drug Monitoring Program which is used by physicians and pharmacists throughout the state. Hopefully the implementation of this program will help curtail the prescription drug abuse problem in the community.

Heroin is also becoming an increasing problem in central Wisconsin. Heroin continues to have a negative impact on our community through increased property crimes and the recent death of a University of Wisconsin Stevens Point student. Three separate heroin overdoses were also investigated during 2013 which did not result in death. This year the Stevens Point Police Department Investigation Bureau investigated four overdose deaths that occurred in the City of Stevens Point. One of these deaths was the result of a prescription fentanyl overdose. The other three deaths were the result of an alcohol overdose, prescription drug overdose and a heroin overdose.

Detective Michael Schultz
Drug Officer

SWAT Report 2013

SWAT deployments

The Stevens Point SWAT Team was utilized less than in past years due to fewer critical incidents and less high risk search warrants. The Team however was used in three narcotic search warrants earlier in the year.

Training

As always, consistent and beneficial training is important to keeping our team sharp and prepared. The Team utilized the former Vetter Building for room clearing scenarios on two occasions, once with just our team and other during joint training with Portage County Sheriff's Department and both Negotiator teams. Other training involved school bus assault and citizen rescue training. As well as firearm proficiency and accuracy drills.

In May our team had a unique opportunity to train at both of the Roger's Cinemas in Stevens Point. The owners were very appreciative and the training was beneficial for both our team the Roger's Cinema employees who acted as role players for the scenario based training.

In August, our team toured and assessed several schools in the Catholic school system. Also, we were part of a school shooting training scenario at Rosholt High School put on by Portage County SRT. Later in the year, our SWAT Team planned and hosted a multijurisdictional SWAT Team Competition at our Joint firearms range. Several area teams including Portage County, Marathon County, Wood County and Marshfield Police enjoyed a day of camaraderie, food and friendly competition in individual sniper, team breaching and other marksmanship events.

Vacant buildings in Stevens Point were also used for scenario training including the former Cooper Motors building and a home at 1708 Portage Street.

Equipment

This year a practice breaching door was fabricated for us by the Street Department. The heavy duty door is used to train breaching and entry techniques and is built to be easily transported. New tactical vests and Helmets were also purchased by our team to replace our current equipment which is over 10 years old.

Due to our Dispatch center being combined with Portage County Sheriff's Department we needed to acquire a new paging system for emergency call outs. Our new system now not only utilizes voice messaging but also will send a text message to multiple phone numbers simultaneously allowing the dispatchers to focus on calls related to the incident.

Sergeant Tony Babl
SWAT Team Commander

REPORT OF CITY PLAN COMMISSION

April 7, 2014 – 6:00 PM
Lincoln Center – 1519 Water Street

PRESENT: Mayor Andrew Halverson, Alderperson Jerry Moore, Commissioner Tony Patton, Commissioner Anna Haines, Commissioner Daniel Hoppe, Commissioner Garry Curless, and Commissioner Dave Cooper.

ALSO PRESENT: Community Development Director Michael Ostrowski, Economic Development Specialist Kyle Kearns, Alderperson Randy Stroik, Alderperson Mike Phillips, Alderperson Roger Trzebiatowski, Alderperson George Doxtator, Nate Enwald, Nicole Congdon, Brandi Makuski, Sherri Holland, MaryLouise Catura, Rick Bierman, Kevin Hoyt, Jeff Schuler, Sarah Wallace, Him Jasper, and Chuck Rasmussen.

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1. Report of the March 3, 2014 Plan Commission meeting.
2. Request from Point of Beginning, Inc, representing the Stevens Point Area School District, for site plan and architectural rendering review for the purposes of constructing an educational/community center, Life Skills Center, at the Stevens Point Area High School, **1201 Northpoint Drive (Parcel ID 2408-29-2100-21)**.
3. Request from Point of Beginning, representing Mark Wolf, for a conditional use permit for the purpose of constructing four, 8-unit apartment complexes at the **northwest corner of Badger Avenue and Songbird Lane (Parcel ID's 2408-36-2200-54, 2408-36-2200-55, 2408-36-2200-56, and 2408-36-2200-57)**.
4. Request from Richard Bierman, representing the property owner, for a conditional use permit and site plan review, for the purpose of constructing a service shop and repair facility addition within the wellhead protection district zone B and "B-5" Highway Commercial zoning district at **5441 Highway 10 East (Parcel ID 2408-35-1300-05)**.
5. Amending the Official Street Map of the City of Stevens Point by adding the following:
 - a. A 66-foot wide extension of **Jefferson Street**. Such area starts approximately at the intersection of Jefferson Street and Brilowski Road and extends east to Burbank Road extended.
 - b. A 66-foot wide extension of **Badger Avenue**. Such area starts approximately at the intersection of Badger Avenue and Jefferson Street extended and extends south to Old Highway 18.
 - c. A 110-foot wide extension of **Burbank Road**. Such area starts approximately at the intersection of U.S. Highway 10 East and extends south to Old Highway 18.
6. Request from Jim Jakusz for a preliminary subdivision plat review of a seven lot subdivision at **1901 Brilowski Road (Parcel ID 2408-36-3202-01)**.
7. Amending Chapter 23, Zoning Code, of the Revised Municipal Code of the City of Stevens Point to:
 - a. Define vapor bars in **Section 23.04(2)**,
 - b. Place vapor bars as a conditional use within **Section 23.02(2)(a)** (*B-1 Neighborhood Business District and above districts*), and
 - c. Place vapor bars as a permitted use within **Section 23.02(2)(c)** (*B-3 Central Business District and above districts*).
8. City of Stevens Point Comprehensive Plan Update process and outline.
9. Adjourn.

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1. Report of the March 3, 2014 Plan Commission meeting.

Motion by Alderperson Moore to approve the report of the March 3, 2014 meeting; seconded by Commissioner Cooper. Motion carried 7-0.

2. Request from Point of Beginning, Inc, representing the Stevens Point Area School District, for site plan and architectural rendering review for the purposes of constructing an educational/community center, Life Skills Center, at the Stevens Point Area High School, **1201 Northpoint Drive (Parcel ID 2408-29-2100-21)**.

Director Ostrowski explained that the commission and Common Council had approved the conditional use permit for the Life Skills Center at Stevens Point Area High School, with the condition that they bring back a new elevation plan and landscaping plan. The new elevation plan shows the using of several different materials such as textured stone, brick veneer, as well as additional windows. In addition, they have improved the look of the north façade of the building to make it look more like a main façade. However, the main entrance will remain on the south side. Furthermore, addition landscaping has been provided. Staff feels the new plans meet the conditions that were outlined in the conditional use permit and recommend approval.

Motion by Mayor Halverson to approve the site plan and elevation plans for the Life Skills Center; seconded by Commissioner Patton.

Commissioner Curless and Alderperson Moore expressed their liking to the new renderings and improved look of the façade.

Motion carried 7-0.

3. Request from Point of Beginning, representing Mark Wolf, for a conditional use permit for the purpose of constructing four, 8-unit apartment complexes at the **northwest corner of Badger Avenue and Songbird Lane (Parcel ID's 2408-36-2200-54, 2408-36-2200-55, 2408-36-2200-56, and 2408-36-2200-57)**.

Director Ostrowski explained he had provided an updated memo, site layout, and elevation plan via email, as well as hard copies today. The applicant made some modifications based on the initial staff comments.

This request is for four, 8-unit apartment buildings which would be two stories each and one 8-stall detached garage per building. This development is a somewhat of a continuation of the apartment complexes to the west. In reviewing the request, staff wanted to see the access to the apartments come in off of Badger Avenue allowing the buildings to be shifted to the east, which would allow a larger buffer between the two complexes. Staff also expressed a concern regarding the elevations and architectural design of the building, and wanted to see additional materials including masonry or hardy plank as opposed to E.I.F.S., and different roof gables to break up the units. From the development's location on the corner of Badger Avenue and Songbird Lane, it will be very visible and staff wanted to see some different designs and materials for the main buildings as well as the garages. In addition, an additional fire hydrant at the ingress/egress point off of Badger Avenue should be installed.

Mayor Halverson stated he has a concern relating to the aesthetics. This development will be very visible and they should be treated differently than the other complex in that area. He agreed with the mixing up of the exterior façade.

Commissioner Curless agreed with the staff recommendations. He said since where the apartment buildings will be placed they will get a lot of visibility and there is a need for more design into the exterior.

Mark Wolf explained that E.F.I. S. is a very versatile exterior product and you can paint it, change the finish, you can do bump outs, and make it look like brick or stone. We can do those things, but still want to use the

E.F.I.S. to do that. The hardy plank and masonry adds a large amount to the cost to the construction, but if they can still use the E.F.I.S., he is able to dress up the exterior appearance.

Mayor Halverson said he is glad Mr. Wolf is willing to work with the commission and along with the gabled roof line.

Commissioner Curless asked what the pitch of the roof was, to which Mr. Wolf answered a 4 x 12, but he would be able to put in smaller dormers above the windows and patio doors verses one big dormer and can provide plans at a later date that include these changes.

Commissioner Haines asked for clarification regarding the balconies, to which Mr. Wolf stated there is a second exit for fire code to have balconies on the second floor and patios on the first floor similar to the existing complex.

Commissioner Patton asked about the time of growth for the landscaping and screening and will you notice any changes to the E.F.I.S. if the landscaping is in place, to which Mayor Halverson stated there, will be substantial growth from what is proposed. Mr. Wolf added with growth, you won't see much of the building and there is extensive screening on the front and back sides.

Commissioner Haines asked what the zoning was to the south, to which Director Ostrowski stated B-5 Highway Commercial.

Mayor Halverson explained from his point of view, if the developer changed the roof line to the other pitch and ultimately integrated some bi-coloring of the textured E.F.I.S., the building would look very different from the current elevations.

Commissioner Curless asked about the northwest corner and prior approval of a credit union. Director Ostrowski clarified there is a credit union which will be across from The Store gas station across on Badger Avenue. He stated the construction should begin soon.

Motion by Commissioner Patton to approve the conditional use permit for the purpose of constructing four, 8-unit apartment complexes at the northwest corner of Badger Avenue and Songbird Lane with the following conditions:

- **New colored exterior building elevations for both the main buildings and the garages shall be submitted and approved by staff. Staff shall have the authority to make a determination and approve what type of E.F.I.S. is used with at least two different colors for the façade. Additional architectural features shall be added to the design, which includes changes in the roofline and potential dormers.**
- **A total of four accessible parking stalls should be incorporated into the plan, one for each of the buildings.**
- **Sidewalks shall be installed along Songbird Lane and Badger Avenue. The sidewalks shall be five feet in width. The internal sidewalks for the development shall connect to the sidewalks along Songbird Lane and Badger Avenue.**
- **The main access drive on Songbird Lane shall be relocated to Badger Avenue, and aligned as best possible with the driveway for the hockey and soccer complex.**

- A fire hydrant shall be installed along Badger Avenue near the intersection with the driveway. The location shall be approved by staff.
- The apartment buildings shall be shifted to the east to allow for greater buffer between this proposed development and the multi-family development to the west. The buffer shall incorporate additional large trees (2.5" caliper at the time of planting) planted at a rate of one per 25 lineal feet.
- The materials used for the refuse enclosure shall be constructed out of finished wood, masonry, or other decorative materials. Such plan shall be approved by staff. As an alternative, the refuse containers could be stored within a garage stall.
- A grouping of evergreen type trees shall completely screen the eastern façade of the garage on Badger Avenue.
- The maximum number of buildings shall be four, with 8-units in each building, with a maximum number of 64 bedrooms.
- Snow shall be removed from the site, or stored in a location that it will not negatively impact adjacent properties.
- A stormwater management plan shall be submitted to be reviewed and approved by the appropriate departments.
- A lighting plan shall be submitted to be reviewed and approved by community development department staff. All lighting fixtures shall be cut-off fixtures. Lighting shall not exceed 0.5 foot candles at the property line.
- Staff shall have the authority to approve minor changes to the plans.
- The applicant shall pay the required park fee per unit to the City.
- The owner shall secure a multi-family dwelling license for the units.

seconded by Commissioner Curless.

Commissioner Haines expressed her concern with the density of multi-family residential in such a small area. In addition, this may lead to additional traffic in this area. Director Ostrowski said that there are a few more areas for development, including around the pond and a few more lots on Highway 10. Mayor Halverson added the way in which this area of town is laid out actually zoned and planned is one of the better ways in how planning is coming to be. In terms of the density, we have planned for it and we have zoned it accordingly.

Motion carried 7-0.

4. Request from Richard Bierman, representing the property owner, for a conditional use permit and site plan review, for the purpose of constructing a service shop and repair facility addition within the wellhead protection district zone B and "B-5" Highway Commercial zoning district at **5441 Highway 10 East (Parcel ID 2408-35-1300-05)**.

Director Ostrowski stated this request is similar to the Honda request that we had previously in a wellhead protection district. However, this one also includes a site plan review because it is located within B-5 Highway Commercial District. The only concern in terms of the site plan for staff is to add some screening on the back side of the property where it abuts residential homes. Therefore, staff would recommend an opaque fence or

evergreen trees, but preferably evergreen trees. Other than that, staff would recommend approval with the conditions listed in the staff report.

Alderperson Moore asked for clarification in that the existing fence would have to be taken out, to which Director Ostrowski stated no, it can remain, just to add a visual barrier, to which Mayor Halverson agreed.

Richard Bierman asked for clarification regarding the evergreen trees and the 10 foot requirement, the pavement being five feet off of the property line and could it be closer to the property line if the neighbor agreed to an easement, and to clarify the two year expiration of the conditional use permit. Director Ostrowski explained the height requirement is based on mature height with at least 3 feet at planting, they would not be able to pave closer to the property line even with an easement, and the reason for the two year expiration for the conditional use permit is for a future review in making sure that all conditions are complied with.

Motion by Commissioner Patton to approve the conditional use permit and site plan review, for the purpose of constructing a service shop and repair facility addition within the wellhead protection district zone B and “B-5” Highway Commercial zoning district at 5441 Highway 10 East (Parcel ID 2408-32-1300-05) with the following conditions:

- **Additional screening in the form of a solid (opaque) ten foot tall fence shall be installed on the southern property line to screen the parking and service door area from neighboring residences. Said fence shall extend from the eastern property line west to the existing tree line in the southwest corner of the property (approximately 200 feet). If the existing trees were ever to be removed, the fence shall be extended to the western property line. In lieu of a fence, dense evergreen trees that have a mature height of at least ten feet may be installed along this area. Such plan must be approved by the Community Development Department. Such landscaping shall be maintained in perpetuity.**
- **Proposed pavement/asphalt along the eastern building and proposed addition shall meet the 5 foot setback requirement.**
- **All above ground chemical storage tanks shall be at minimum double walled, unless and equal or greater protection mechanism exists.**
- **No underground tanks shall be installed.**
- **Storage of all chemicals shall occur within a 100% containment area such as a concrete curb basin or tub to provide a second/third containment measure against leaks or spills.**
- **Cracks and joints that open on dispensing areas or catch basins, if any, shall be filled and fixed immediately to avoid the infiltration of hazardous chemicals.**
- **Catch basins shall be installed around every fill point to catch product that may drip from the loading hose during the product transfer process.**
- **A spill prevention, control, and countermeasure plan shall be in place prior to the operation of the facility.**

- **Monitoring wells shall be installed throughout the property at locations determined by the Director of Utilities. Testing shall be done annually, and the results shall be supplied to the Director of Utilities. City staff shall be given unrestricted access for compliance purposes.**
- **The City reserves the right to establish new conditions for the purpose of protecting the groundwater supply. Furthermore, the department of Community Development and Utility department shall be notified if changes occur to chemicals, quantities, storage, or service at the facility or on the property.**
- **All costs associated with the conditions within this resolution shall be at the expense of the operator and/or owner. All required reports relating to sampling, analysis, and/or testing shall be provided to the City upon completion of such sampling, analysis, and/or testing.**
- **If any equal or superior alternative exists over any of the conditions, as determined by the Director of Utilities and the Director of Community Development, City of Stevens Point personnel shall have the ability to modify such condition(s).**
- **The conditional use permit shall expire within two years after final occupancy date.**

seconded by Commissioner Cooper. Motion carried 7-0.

5. Amending the Official Street Map of the City of Stevens Point by adding the following:
 - a. A 66-foot wide extension of **Jefferson Street**. Such area starts approximately at the intersection of Jefferson Street and Brilowski Road and extends east to Burbank Road extended.
 - b. A 66-foot wide extension of **Badger Avenue**. Such area starts approximately at the intersection of Badger Avenue and Jefferson Street extended and extends south to Old Highway 18.
 - c. A 110-foot wide extension of **Burbank Road**. Such area starts approximately at the intersection of U.S. Highway 10 East and extends south to Old Highway 18.

Alderson Moore asked for clarification of why Burbank Road is so much wider than the other streets. Director Ostrowski explained that with the developing the East Park Commerce Center, Burbank Road would be a major north / south thoroughfare, and it will need to accommodate truck traffic. In addition, it is anticipated that there may be an overpass built over the rail, so we are planning for the proper width for that road. Commissioner Curless asked if this would occur with Burbank all the way down to Highway HH, to which Director Ostrowski answered yes, we may have to do a little adjustment at the intersection with HH, where there is a cemetery we would have to work around. Mayor Halverson added in his opinion Burbank would need to be widened from the railroad tracks to Highway HH. If Highway 10 is rerouted the Village of Plover and the city are very interested in insuring that Burbank Road as it extends south of County Highway HH and eventually intersects with Highway 10 that a diamond interchange be preserved at that location.

Alderson Moore confirmed this is just a change to the street map, and not that we are developing these roadways at this time. Director Ostrowski answered yes; this is a planning document that preserves our ability to plan this area so things are not placed in an area where a street is planned. Mayor Halverson added should things change where certain planning and development initiatives are taken by the townships as well, this will give us the ability to deny certain kinds of developments.

Commissioner Haines asked if this is part of what we talked about last month regarding Jefferson Street. Director Ostrowski answered yes, we will be talking about Jefferson Street as well in the next agenda item and that is why this is being amended now.

Commissioner Patton asked about the renaming of Jefferson Street in that area since there is a Jefferson Street in the central city area already. Director Ostrowski explained it can be renamed; however, it might be a concern for residences currently in that area. Mayor Halverson added at some point if you wanted to rename it in an area where there currently are no properties, that can happen but for simplicity for protective services most of the time where roads can be extended and preserved it makes sense.

MaryLouise Catura, 5649 Jefferson Street, asked for clarification if there would be an opening on Brilowski Road to Jefferson Street, and how and when the streets would be extended and their width. Mayor Halverson explained yes Jefferson Street would be extended from Brilowski all the way to Burbank, and the street would be the same width as existing but the 66 feet include the right-of-way. The streets are not being developed right away, and that there is no set timeframe for development, but by placing them on the official street map it will assist in future planning, zoning, and development of the area.

Alderman Trzebiatowski does have concerns for the current drainage issues in the area, but fully supports the plan of the streets to be placed on the official street map extended.

Mayor Halverson pointed out the stormwater utility is very interested in working with area property owners and the Town of Hull to work out a solution.

Motion by Alderperson Moore to approve amending the Official Street Map of the City of Stevens Point by adding the following:

- a. **A 66-foot wide extension of Jefferson Street. Such area starts approximately at the intersection of Jefferson Street and Brilowski Road and extends east to Burbank Road extended.**
- b. **A 66-foot wide extension of Badger Avenue. Such area starts approximately at the intersection of Badger Avenue and Jefferson Street extended and extends south to Old Highway 18.**
- c. **A 110-foot wide extension of Burbank Road. Such area starts approximately at the intersection of U.S. Highway 10 East and extends south to Old Highway 18.**

seconded by Commissioner Cooper. Motion carried 7-0.

6. Request from Jim Jakusz for a preliminary subdivision plat review of a seven lot subdivision at **1901 Brilowski Road (Parcel ID 2408-36-3202-01).**

Director Ostrowski explained we have been looking at this property for the last couple of months in terms of annexation and rezoning. We had rezoned the property R-3 on the northern portion and R-2 on the southern portion, with the intent of subdividing it into lots to allow zero lot line duplexes along the north and two single family homes coming off of Schiller Drive. This would be considered a major subdivision because of the creation of more than four lots. In that process this preliminary subdivision plat is before the plan commission for review and approval. The northern 33 feet would be dedicated for public right-of-way. Staff recommends approval with the conditions listed in the staff report.

Commissioner Haines pointed out the lack of sidewalks. Director Ostrowski said that because Jefferson Street may act as a private drive for a while, they would not have sidewalks installed.

Mayor Halverson expressed his approval for the plat and how well it was laid out.

Motion by Commissioner Curless to approve the preliminary subdivision plat for seven lot subdivision at 1901 Brilowski Road (Parcel ID 2408-36-3202-01) with the following conditions:

- The city of Stevens point Treasurer should be changed to Corey Ladick.
- The corporate limits line needs to be heavier to distinguish between the City of Stevens Point and the Town of Hull.
- The ten foot strip within the subdivision located in the Town of Hull should be clearly identified and labeled as such.
- All external boundaries shall be monumented with the appropriate monumentation.
- Outlot 1 shall be split following the northern property line of Lot 2, shown below, creating a 3rd outlot.
- Thirty-three feet of the northern property area shall be dedicated as public right-of-way, and shall be identified on the plat.
- Access to lots 2, 3, 4 and possibly 5 shall occur via a private driveway, paid for by the owner, unless Jefferson Street is extended by the City at no cost to the owner. This access should be noted on the plat. In addition, the owner shall pay for the construction of the utilities down the private driveway, or Public Street, to serve the zero lot line homes.
- A statement regarding Outlot 1 and 2 should be added to the plat and indicated the following:
 - a. Outlot 1 shall be dedicated to the public for right-of-way purposes.
 - b. Outlot 2 shall be dedicated to the public for right-of-way purposes.
 - c. Outlots 1 and 2 shall be used as a private driveway to access Lots 2,3,4 and 5 and shall be maintained by said lot owners until at such point Outlot 1 and 2 are developed as a public street.
- Identify Jefferson Street on the plat (northeast).
- A utility easement should be added south of Outlot 2 and west of Schiller Drive.
- The “City of Stevens Point” identifier, southwest of Jefferson Street/Brilowski Road should be moved to the east to be closer to the corporate limits line.
- Another “City of Stevens Point” note should be added in Brilowski Road south of the proposed subdivision.
- A Park fee shall be submitted to the City of Stevens Point in the amount of \$250.00 per lot. Outlots shall not be considered.
- Minor grammatical errors on the plat, identified by staff, shall be corrected.
- Swales meeting all City Department of Public Works and Utility Department specifications, as well as those outlined in Chapter 31, shall be installed to control stormwater.

- **Objections from reviewing agencies shall be satisfied before the plat shall be recorded.**
- **The owner shall receive approval from the Town of Hull for the lands located within the Town of Hull.**
- **The plat shall conform to the provisions of Chapter 20 of the Revised Municipal Code and Chapter 236 of the Wisconsin Statutes. All applicable permits from Portage County, the Wisconsin Department of Natural Resources, the City, and any other authorizing agencies shall be obtained.**
- **A Final plat per Chapter 20, Subdivision Control Ordinance shall be submitted and reviewed by the Plan Commission and Common Council within six (6) months of the preliminary plat approval date, conforming to the provisions of Chapter 20 and Chapter 236 of the Wisconsin Statutes.**

seconded by Commissioner Haines. Motion carried 7-0.

7. Amending Chapter 23, Zoning Code, of the Revised Municipal Code of the City of Stevens Point to:
 - a. Define vapor bars in **Section 23.04(2)**,
 - b. Place vapor bars as a conditional use within **Section 23.02(2)(a)** (*B-1 Neighborhood Business District and above districts*), and
 - c. Place vapor bars as a permitted use within **Section 23.02(2)(c)** (*B-3 Central Business District and above districts*).

Director Ostrowski explained as long as the commission is ok with the definition, last month we discussed placing it as a conditional use in the B-1 and B-2 zoning districts, and allowing the use as a permitted use in the B-3 and up zoning districts.

Aldersperson Moore asked if they would have an age limit, such as no one under 18 years old admitted. Director Ostrowski answered that would be how they would be regulated. Typically with nicotine products you would have to be 18 or older, unless they have a tavern use as well then it would be 21 or older. Aldersperson Moore asked for clarifications regarding people on premise similar to a tavern. Mayor Halverson stated in terms of if we could say no one under the age of 18 could be in there.

Aldersperson Randy Stroik pointed out that the vapor bars and e-cigarettes are coming up quickly like they are trying to develop businesses before studies come out saying what could or couldn't be bad. His concern is if they allow the vapor lounges, are the operators going to check people at the door to make sure other substances including illegal substances are not brought in. He feels there is more regulation that needs to be addressed before just defining a vapor bar and allowing them as permitted uses.

Cathy Dugan, 615 Sommers Street, pointed out we already have vapor bars in town and feels we should hold back and see what state and federal regulations are passed and do some more research.

Aldersperson Trzebiatowski explained the Governor has already approved liquid THC for medical purposes and is concerned that there may be other substances that will be liquefied as well as the concerns for overdoses.

Commissioner Hoppe is concerned that customers will bring in other products or liquids into the vapor bars that are not legal or regulated in any way including potency levels as well as for chemicals that may be exhaled. He feels there is not enough information to make this decision.

Mayor Halverson explained the situation that we have is the Plan Commission is not the health department, or Public Protection Committee. We have a legal process and most of the concerns that were pointed out are illegal. The operation of a legal vapor bar is a situation where because of the very interest that is developing, it needs to be defined or regulated, in turn creating a process for us to be able to enforce exactly where we would want them to be. In terms of any added regulations, aside from the 18 year old age limit, on a process that is legal, there is very little ground for the Plan Commission or the Public Protection Committee to act. It is not the city's responsibility to regulate through zoning, whether or not it is right or wrong, that is for state agencies or the federal government to act on. The use is appropriately defined, and the conditional use process for B-1 and B-2 and the allowed use within B-3 or higher makes sense. If someone is going to liquefy an illegal substance, that is illegal and if they are going to use vapor underage, that is illegal as well. Those are issues for the individual who is engaging in the illegal act even more so than the establishment.

Commissioner Cooper asked how are the ones that are operating now doing so legally, to which Director Ostrowski answered the intent of the existing businesses is for the retail of the equipment and liquids. What we are looking at is the actual congregation of individuals for the use of vaping in a particular area. We do not regulate through zoning the selling, we regulate the use of the business because of the impact it may have on adjacent properties. Alderperson Moore asked how are we going to differentiate between the retail establishment and the vapor bars, to which Director Ostrowski responded that is why we have the current drafted definition. He then asked if there were any regulations coming from the state, to which Director Ostrowski stated at this point the only thing that he has seen is that vaping does not fall under the smoking ban.

Commissioner Curless stated he was still confused in that are we saying we are going to allow vapor bars and we are just deciding where we would allow them, to which Mayor Halverson responded we are deciding on both. We are deciding what the definition of a vapor bar would be and then the area where they would be a conditional use and the areas they would be an allowed use.

Commissioner Hoppe asked if we are worried about the congregation of youth in this area and in the downtown area, and will this draw 16 and 17 year olds, to which Mayor Halverson answered Public Protection will have the decision as to if anyone under the age of 18 isn't allowed in, if nicotine is sold and consumed openly in the bar.

Motion by Commissioner Curless to deny Amending Chapter 23 Zoning Code, of the Revised Municipal Code of the City of Stevens Point to:

- a. Define vapor bars in Section 23.04(2),**
- b. Place vapor bars as a conditional use within Section 23.02(2)(a) (B-1 Neighborhood Business District and above districts), and**
- c. Place vapor bars as a permitted use within Section 23.02(2)(c) (B-3 Central Business District and above districts)**

seconded by Commissioner Hoppe.

Commissioner Patton pointed out by denying, they are wide open for use. Mayor Halverson explained you have the sale of the materials and devices in several locations, what naturally happens is that the devices are

used. The question gets back to this definition regarding the principle or secondary use. It is that this definition will be addressing the specific use for that site only. Commissioner Patton pointed out that by denying this we really have nothing on paper. Mayor Halverson agreed it becomes a strange situation where it is not referenced anywhere. As this is currently laid out, you are defining the use and you are creating the conditional uses and permitted uses based on that definition. Commissioner Haines added that vaping is legal, so you can use them in a tavern or restaurant. Commissioner Curless asked how they are able to use nicotine if you cannot smoke in the restaurants. Mayor Halverson stated there is no smoke that is emitted, it is just a steam and there are no carcinogens that are emitted by this process.

Director Ostrowski recommended approving the definition as outlined and adding it to the zoning code, and if the use is not listed, it would then be prohibited, and at least we would have a definition to go by. Mayor Halverson suggested treating it as a tavern and treat it as a conditional use in B-1 or higher and every one would have to come back before the commission. Commissioner Haines stated she would personally like to see the definition and it as conditional use in all the districts outlined rather than any permitted uses.

Commissioner Hoppe withdrew his second. Motion has been withdrawn.

Motion by Commissioner Hoppe to approve amending of Chapter 23 Zoning Code, of the Revised Municipal Code of the City of Stevens Point to:

- a. **Define vapor bars in Section 23.04(2) as:**

VAPOR BAR – means any facility, building, structure, or establishment, whether fixed or mobile, whose business operation, whether as its principal use or as an accessory use, includes utilizing a heating element that vaporizes a liquid solution that releases nicotine or a flavored vapor, including but not limited to establishments known as vapor lounges or e-cigarette lounges.

seconded by Commissioner Patton.

Commissioner Patton asked if that would be in the best interest of the city, to which Director Ostrowski stated at least there is a definition in which we can go by and will be enforceable.

Commissioner Cooper stated this activity is going to go on whether it is regulated or not, so why not just have vapor bars be a conditional use, so it does come before us. Eventually, the state or other agency will tell us what will happen, so we might as well regulate it. Mayor Halverson agreed and feels it is the most appropriate way to proceed, and allows us the opportunity for us to review it for the impacts.

Motion failed 2-5, with Halverson , Moore, Haines, Curless, and Cooper voting in the negative.

Motion by Mayor Halverson to approve amending Chapter 23 Zoning Code, of the Revised Municipal Code of the City of Stevens Point to:

- a. **Define vapor bars in Section 23.04(2) as**

VAPOR BAR – means any facility, building, structure, or establishment, whether fixed or mobile, whose business operation, whether as its principal use or as an accessory use, includes utilizing a heating element that vaporizes a liquid solution that releases nicotine or a flavored vapor, including but not limited to establishments known as vapor lounges or e-cigarette lounges.

and

- b. **Place vapor bars as a conditional use within Section 23.02(2)(a) B-1 Neighborhood Business District and all above districts).**

seconded by Commissioner Patton. Motion Carried 6-1, with Hoppe voting in the negative.

- 8. City of Stevens Point Comprehensive Plan Update process and outline.

Director Ostrowski stated we adopted a Comprehensive Plan in 2005-2006 and are required to update it every 10 years, which we are coming up on. We had done this in cooperation with Portage County Planning and Zoning. We have Jeff Schuler and Sarah Wallace here to discuss this process and answer any questions.

Jeff Schuler of Portage County Planning and Zoning talked about the schedule for updating the Comprehensive Plan and wanted the commission and council to be comfortable with what the plan does for the city. Basically, it will be the Plan Commission's document to recommend to the Common Council. There will be need to be conversations on what types of public participation the city wants, and it is a completely different situation than the original document creation. This time you already have the existing plan and you have to look at it and see what it tells us about our community. The city has had a lot of ideas that have come up based on ideas that were in the plan, and others that have come about ahead of the plan. There will also be the need to have conversations with the Town of Hull, Stockton, and Village of Plover as to the opportunities and how we want to work together and have consistency between the municipalities. Last time the document was drafted from scratch, this time we can now look at what is really important to the city and be able to focus on those things.

Aldersperson Moore pointed out the last time it took a long time because of starting from scratch, and now we can look at what worked. It really worked well opening up conversations with our neighbors and maybe we can take care of some of the boundary issues.

Commissioner Haines likes the conversations that can take place and that we can be more creative with the city's future vision.

Mayor Halverson added we intend to use as much of the current foundation as we can going forward.

- 9. Adjourn.

Meeting Adjourned 7:15 PM.

RESOLUTION

[NORTHWEST CORNER OF BADGER AVENUE AND SONGBIRD LANE - PARKDALE]

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 the **Northwest corner of Badger Avenue and Songbird Lane (Parcel ID2408-36-2200-54, 2408-36-2200-55, 2408-36-2200-56, and 2408-36-2200-57)**, described as LOTS 2, 3, 4, and 5 CSM#9223-39-3&A BNG PRT NENW S36 & SESW S25 T24 R8 559823-ANNEX 790920, City of Stevens Point, Portage County, Wisconsin, hereby be granted a Conditional Use Permit for the purposes of constructing four, 8-unit apartment complexes with detached garages, as shown on the attached plans, with the following conditions:

1. New colored exterior building elevations for both the main buildings and the garages shall be submitted and approved by staff. Staff shall have the authority to make a determination and approve what type of E.F.I.S. is used with at least two different colors for the façade. Additional architectural features shall be added to the design, which includes changes in the roofline and potential dormers.
2. A total of four accessible parking stalls should be incorporated into the plan, one for each of the buildings.
3. Sidewalks shall be installed along Songbird Lane and Badger Avenue. The sidewalks shall be five feet in width. The internal sidewalks for the development shall connect to the sidewalks along Songbird Lane and Badger Avenue.
4. The main access drive on Songbird Lane shall be relocated to Badger Avenue, and aligned as best possible with the driveway for the hockey and soccer complex.
5. A fire hydrant shall be installed along Badger Avenue near the intersection with the driveway. The location shall be approved by staff.
6. The apartment buildings shall be shifted to the east to allow for greater buffer between this proposed development and the multi-family development to the west. The buffer shall

incorporate additional large trees (2.5" caliper at the time of planting) planted at a rate of one per 25 lineal feet.

7. The materials used for the refuse enclosure shall be constructed out of finished wood, masonry, or other decorative materials. Such plan shall be approved by staff. As an alternative, the refuse containers could be stored within a garage stall.
8. A grouping of evergreen type trees shall completely screen the eastern façade of the garage on Badger Avenue.
9. The maximum number of buildings shall be four, with 8-units in each building, with a maximum number of 64 bedrooms.
10. Snow shall be removed from the site, or stored in a location that it will not negatively impact adjacent properties.
11. A stormwater management plan shall be submitted to be reviewed and approved by the appropriate departments.
12. A lighting plan shall be submitted to be reviewed and approved by community development department staff. All lighting fixtures shall be cut-off fixtures. Lighting shall not exceed 0.5 foot candles at the property line.
13. Staff shall have the authority to approve minor changes to the plans.
14. The applicant shall pay the required park fee per unit to the City.
15. The owner shall secure a multi-family dwelling license for the units.

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

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: April 21, 2014
Adopted: April 21, 2014

Drafted by: Michael Ostrowski
Return to: City Clerk

CHECKED: JAMES LUNDBERG
 DRAWN: MELISSA KLUCK
 DATE: 4-1-14
 PROJECT NO. 14.024

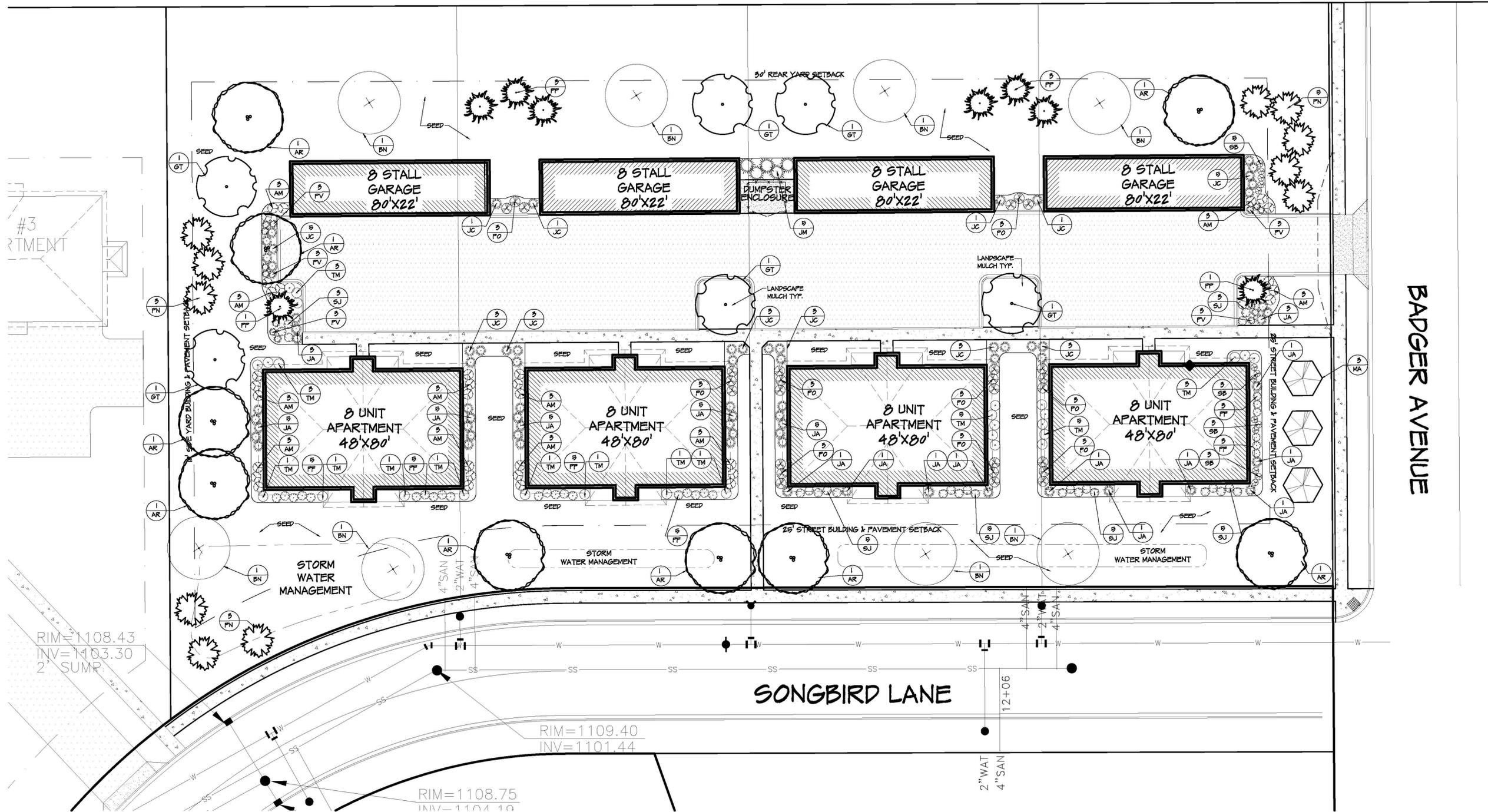
PRELIMINARY LANDSCAPE PLAN

PARKDALE APARTMENTS
 SONGBIRD LANE
 CITY OF STEVENS POINT
 PORTAGE COUNTY, WI

Land Surveying
 Engineering
 Landscape Architecture
 5709 Windy Drive, Suite D
 Stevens Point, WI 54482
 715.344.9999 (Ph) 715.344.9922 (Fax)



Point of Beginning



GENERAL NOTES:

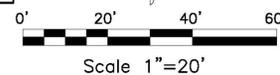
- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO PLANTING.
- SEED/FERTILIZE/CRIMP HAY MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION.
- ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE SIZES GIVEN.
- ALL TREES SHALL BE STAKED WITH A MINIMUM OF THREE STAKES.
- EDGE-KING LANDSCAPE EDGING OR APPROVED EQUAL SHALL BE PLACED AROUND ALL SHRUB BEDS.
- 3" OF SHREDDED BARK MULCH SHALL BE PLACED IN ALL SHRUB BEDS. COLOR TO BE SELECTED BY OWNER.
- FILTER FABRIC SHALL BE PLACED BENEATH ALL LANDSCAPE STONE OR BARK MULCH.
- COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE) CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE INSTALLATION OF SAID UTILITIES.

PLANTING SCHEDULE:

TREES SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AR	ACER RUBRUM 'BALLCRAIG'	SCARLET JEWELL RED MAPLE	2 1/2" CAL.	40'TX25'W	9
BN	BETULA NIGRA	RIVER BIRCH	6"-8"	50'TX35'W	8
GT	CLEDTSIA TRIACANTHOS VAR. INERMIS 'IMPCOLE'	IMPERIAL HONEYLOCUST	2 1/2" CAL.	35'TX35'W	6
MA	MALUS 'ROYALTY'	ROYALTY CRABAPPLE	1 1/2" CAL.	20'TX20'W	3
PN	PINUS NIGRA	AUSTRIAN PINE	4'-5"	50'TX35'W	11
PP	PICEA PUNGENS 'FAT ALBERT'	FAT ALBERT SPRUCE	4'-5"	15'TX10'W	8
SHRUBS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AM	ARONIA MELANOCARPA 'AUTUMN MAGIC'	AUTUMN MAGIC CHOKEBERRY	24"	4'TX4'W	33
JA	JUNIPERUS 'ANDORRA COMPACTA'	COMPACT ANDORRA JUNIPER	20"W	2'TX4'W	41
JC	JUNIPERUS CHINENSIS 'PFITZERIANA'	PFITZER JUNIPER	24"	4'TX6'W	32
JM	JUNIPERUS CHINENSIS 'MOUNTBATTEN'	MOUNTBATTEN JUNIPER	36"	13'TX6'W	5
PO	POTENTILLA FRUTICOSA 'JACKMANII'	JACKMAN POTENTILLA	20"	3'TX3'W	26
PF	PHYSCARPUS OPUULIFOLIUS 'DONNA MAY'	LITTLE DEVIL NINEBARK	24"	4'TX4'W	27
SB	SPIRAEA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	20"	3'TX3'W	14
SJ	SPIRAEA JAPONICA 'NEON FLASH'	NEON FLASH SPIREA	20"	4'TX4'W	26
TM	TAXUS X MEDIA 'TAUNTONII'	TAUNTON YEW	24"	4'TX5'W	27
ORNAMENTAL GRASS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
PV	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCH GRASS	24"	3'-4'T	15

LANDSCAPE REQUIREMENTS:

- REQUIREMENT: ADD TREES AT MINIMUM RATE 1 TREE PER 50 LINEAL FEET PARKING AREA. 246 L.F. OF PARKING/50 = 5 REQUIRED
 PROPOSED: 5 TREES
- PERIMETER LANDSCAPING REQUIREMENT: 5" PARKING LOT PERIMETER LANDSCAPE BED. 1 SHRUB FOR EVERY 15 SQUARE FEET OF LANDSCAPED AREA = 246 L.F. OF PARKING PERIMETER * 5 = 1230 S.F./15 = 82 SHRUBS REQUIRED
 PROPOSED: 90 SHRUBS
- REQUIREMENT: ADD TREES AT MINIMUM RATE 1 TREE PER DWELLING UNIT. 32 UNITS = 32 REQUIRED
 PROPOSED: 33 TREES OUTSIDE OF SCREENING AREA
- REQUIREMENT: ADD ONE PLANT FOR EACH 30" OF BUILDING FACING THE STREET. 390 L.F. OF BUILDING/30" = 156 PLANTS REQUIRED
 PROPOSED: 156 PLANTS



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

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

SECTION I: That the Official Street Map and Extraterritorial Street Map of the City of Stevens Point be amended by adding the following described streets:

Jefferson Street

A 66 foot wide street from its intersection with Brilowski Road (County Road "R") to its intersection with Burbank Road more particularly described as follows and depicted on attached Exhibit "A":

Said street located in the south half of the Northwest Quarter and the south half of the Northeast Quarter, the north half of the Southwest Quarter and the north half of the Southeast Quarter of Section 36, Township 24 North, Range 8 East, also located in that part of Government Lots 7, 8, 17 and 18 of Section 31, Township 24 North, Range 9 East, City of Stevens Point, Town of Hull and Town of Stockton, Portage County, Wisconsin the center line described as follows:

Beginning at the southwest corner of the Northwest Quarter of said Section 36 said point of beginning also the intersection of Brilowski Road (County Road "R") and Jefferson Street; thence easterly along the south line of said Northwest Quarter and the south line of the Northeast Quarter to its southeast corner, said corner on the Range Line between Range 8 East and Range 9 East; thence continuing easterly along the south line of Government Lot 7 and Government Lot 8 of said Section 31, Township 24 North, Range 9 East to the southeast corner of said Lot 8 and the intersection of Jefferson Street and Burbank Road and there terminating.

Badger Avenue

A 66 foot wide street from its intersection with Jefferson Street to its intersection with Old Highway 18 more particularly described as follows and depicted on attached Exhibit "A":

Said street located in the east half of the Southwest Quarter and the west half of the Southeast Quarter of Section 36, Township 24 North, Range 8 East, Town of Hull, Portage County, Wisconsin the center line describe as follows:

Beginning at the northeast corner of said Southwest Quarter of Section 36; thence southerly along the east line of said Southwest Quarter to its intersection with Old Highway 18 and there terminating.

Burbank Road

A 110 foot wide street from its intersection with United States Highway 10 (US 10) to its intersection with Old Highway 18 more particularly described as follows and depicted on attached Exhibit "A".

Said street located in the that part of Government Lots 8, 9, 16, 17, 20 and 21 of Section 31, Township 24 North, Range 9 East, Town of Stockton, Portage County, Wisconsin the center line more particularly described as follows:

Beginning at the intersection of said US 10 and the east line of said Government Lot 8 of Section 31; thence southerly along said east line and the east line of said Government Lots 17 and 20 of Section 31 to its intersection with Old Highway 18 and there terminating.

SECTION II: The City Clerk shall file a copy of the ordinance with the Register of Deeds of Portage County, Wisconsin.

SECTION III: This ordinance shall take effect upon passage and publication.

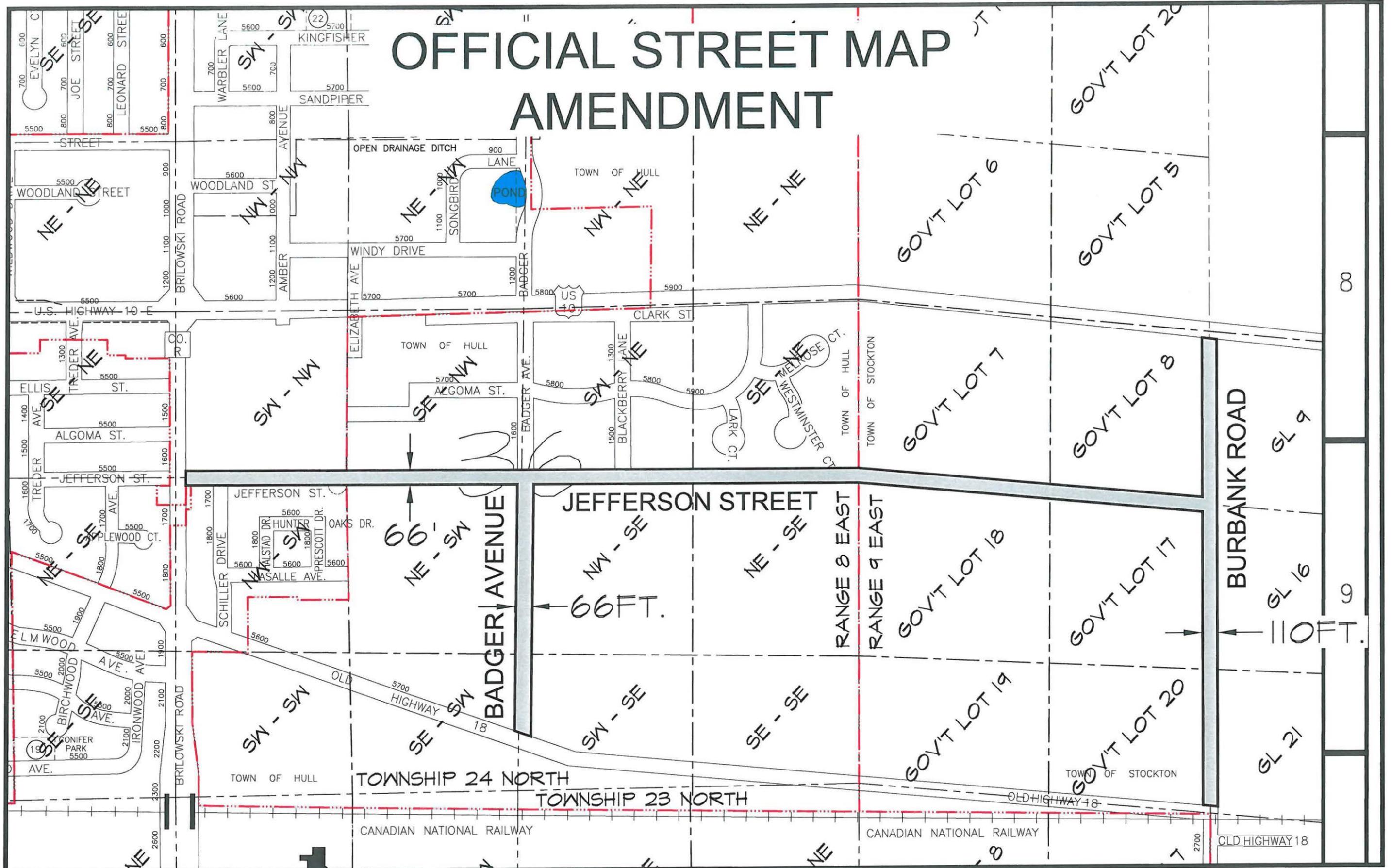
APPROVED: _____
Andrew Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated:
Passed:
Published:

RETURN TO: Stevens Point City Clerk
Drafted by J. Hild, City Engineering

OFFICIAL STREET MAP AMENDMENT



RESOLUTION

[SERVICE SHOP AND REPAIR FACILITY – 5441 HIGHWAY 10 EAST]

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 the **5441 Highway 10 East (Parcel ID 2408-32-1300-05)**, described as LOT 1 CSM#9099-38-29 BNG PRT SW NE; SUBJ TO ESMT DES 690727 S35 T24 R8 787088, City of Stevens Point, Portage County, Wisconsin, hereby be granted a Conditional Use Permit for the purposes of constructing a service shop and repair facility addition within the wellhead protection district zone B, as per the attached plans, with the following conditions:

1. Additional screening in the form of a solid (opaque) ten foot tall fence shall be installed on the southern property line to screen the parking and service door area from neighboring residences. Said fence shall extend from the eastern property line west to the existing tree line in the southwest corner of the property (approximately 200 feet). If the existing trees were ever to be removed, the fence shall be extended to the western property line. In lieu of a fence, dense evergreen trees that have a mature height of at least ten feet may be installed along this area. Such plan must be approved by the Community Development Department. Such landscaping shall be maintained in perpetuity.



2. Proposed pavement/asphalt along the eastern building and proposed addition shall meet the 5 foot setback requirement.
3. All above ground chemical storage tanks shall be at minimum double walled, unless and equal or greater protection mechanism exists.
4. No underground tanks shall be installed.
5. Storage of all chemicals shall occur within a 100% containment area such as a concrete curb basin or tub to provide a second/third containment measure against leaks or spills.
6. Cracks and joints that open on dispensing areas or catch basins, if any, shall be filled and fixed immediately to avoid the infiltration of hazardous chemicals.
7. Catch basins shall be installed around every fill point to catch product that may drip from the loading hose during the product transfer process.
8. A spill prevention, control, and countermeasure plan shall be in place prior to the operation of the facility.
9. Monitoring wells shall be installed throughout the property at locations determined by the Director of Utilities. Testing shall be done annually, and the results shall be supplied to the Director of Utilities. City staff shall be given unrestricted access for compliance purposes.
10. The City reserves the right to establish new conditions for the purpose of protecting the groundwater supply. Furthermore, the department of Community Development and Utility department shall be notified if changes occur to chemicals, quantities, storage, or service at the facility or on the property.
11. All costs associated with the conditions within this resolution shall be at the expense of the operator and/or owner. All required reports relating to sampling, analysis, and/or testing shall be provided to the City upon completion of such sampling, analysis, and/or testing.
12. If any equal or superior alternative exists over any of the conditions, as determined by the Director of Utilities and the Director of Community Development, City of Stevens Point personnel shall have the ability to modify such condition(s).
13. The conditional use permit shall expire within two years after final occupancy date.

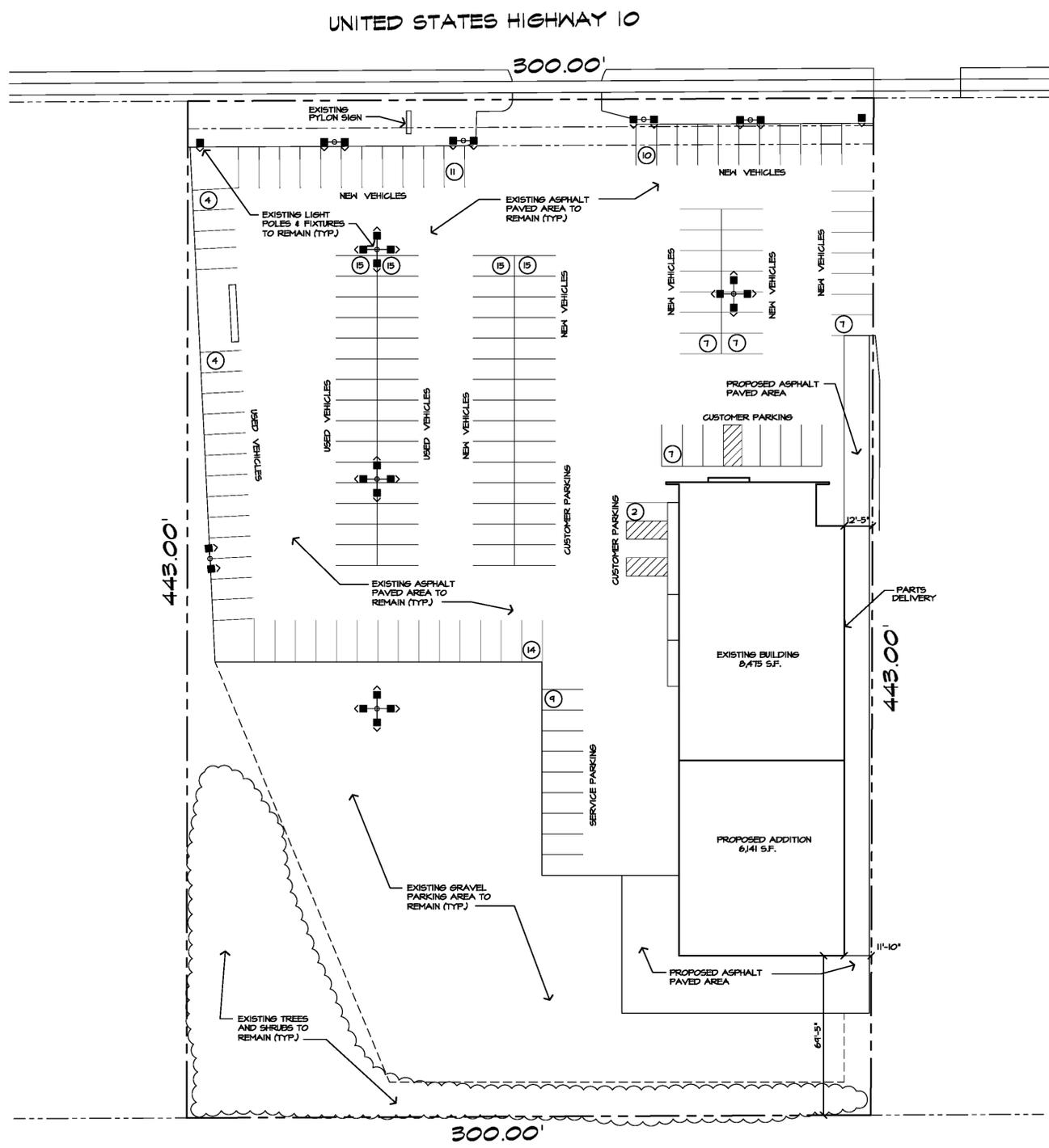
Such approval constitutes a Conditional Use Permit under the City's ordinances.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: April 21, 2014
Adopted: April 21, 2014

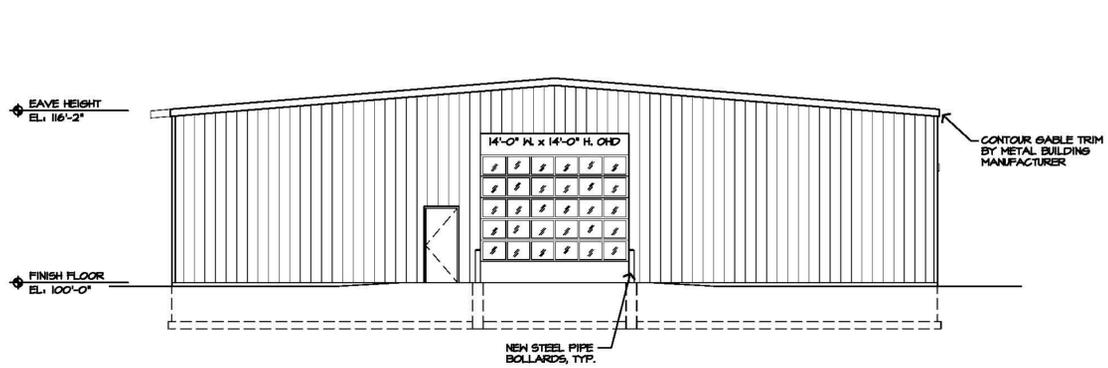
Drafted by: Michael Ostrowski
Return to: City Clerk



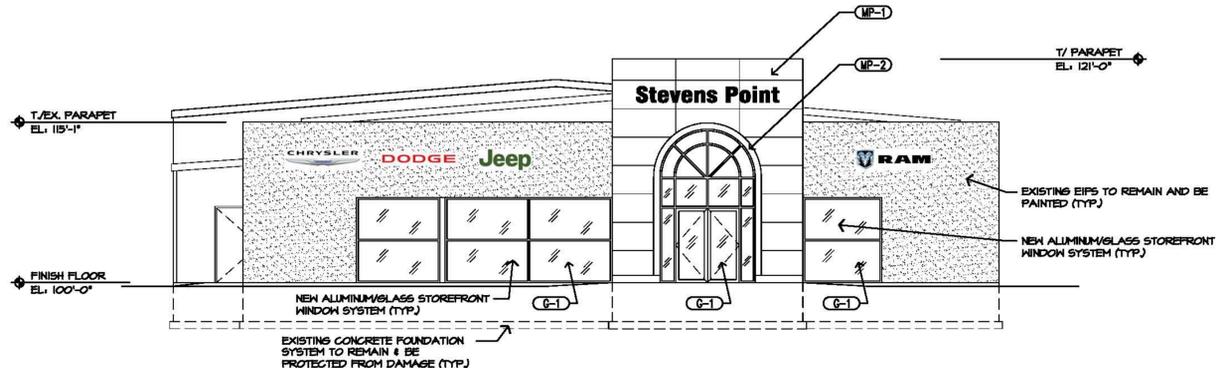

SITE PLAN
 SCALE: 1" = 30'-0"

REVISIONS		BY
CONCEPTUAL SITE PLAN		
BUILDING ALTERATIONS FOR: STEVENS POINT CHRYSLER STEVENS POINT, WISCONSIN		
R.B. CUSTOM DESIGNS INC. 2108 N. Johnson Road Johnson, Illinois 60051 Phone: 815-754-4454 Fax: 815-507-8200		
Date	5/17/14	
Scale	AS NOTED	
Drawn	RJB	
Job	1304	
Sheet	1	
Of	1	
Sheets		

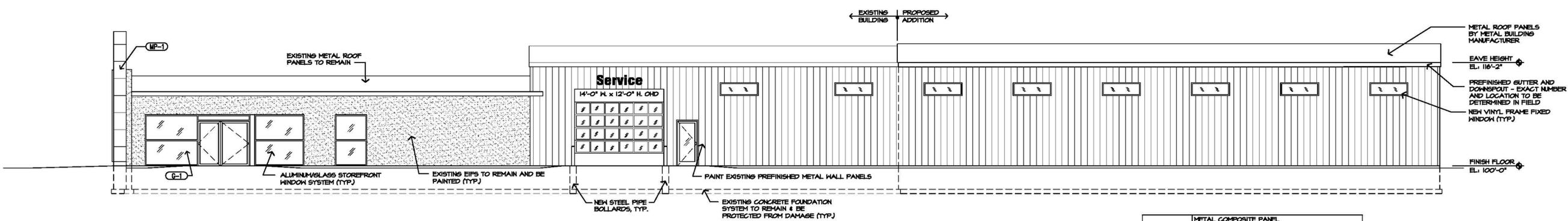
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SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

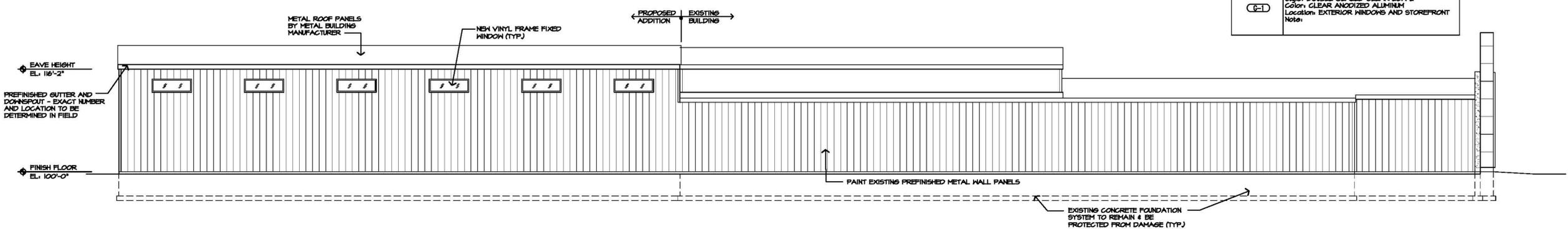


NORTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

(MP-1)	METAL COMPOSITE PANEL Manufacturer: ALPOLIC Style: Dry Joint Rain Screen System Color: SILVER METALLIC Location: ENTRY ARCH Note:
(MP-2)	METAL WALL PANELS Manufacturer: ALGOA Style: Dry Joint Rain Screen System Color: High Polish Aluminum (interior like) Finish Location: Entry Arch Accent Band Note:
(G-1)	GLASS (EXTERIOR APPLICATION) Manufacturer: KAMNEER TRI FAB 48IT Style: DOUBLE GLAZED CLEAR LOW-E Color: CLEAR ANODIZED ALUMINUM Location: EXTERIOR WINDOWS AND STOREFRONT Note:



EAST ELEVATION
SCALE: 1/8" = 1'-0"

REVISIONS	BY

CONCEPTUAL EXTERIOR ELEVATIONS

BUILDING ALTERATIONS FOR:
STEVENS POINT CHRYSLER
STEVENS POINT, WISCONSIN

R.B. CUSTOM DESIGNS INC.
2108 W. Lombard Road
Lombard, Illinois 60071
Phone: 630-754-4454 Fax: 630-507-8200

Date	8/17/14
Scale	AS NOTED
Drawn	R.B.
Job	150-4
Sheet	A-1
Of	1
Sheets	

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CHEMICALS, QAUNTITIES, STORAGE & SERVICE SUMMARY

The maximum amount of fluids stored on site is as follows:

- Oil - (2) 500 gallon tanks & (1) 500 gallon waste oil tank
- Transmission fluid 50 gallons
- Anti-freeze 50 gallons
- Washer solvent 50 gallons

Description:

- 1) Most fluid is stored in single wall tanks, however, the waste oil is stored in a double wall tank.
- 2) There will be a safety alarm/spill protector on the waste oil container.
- 3) For emptying the tanks the process is to use the standard pumping dispenser provided by vendor. Goes from container directly to vehicle through lines.
- 4) Filling the tanks is done directly from the vendor trucks to the tanks thru lines. No modification to standard process.
- 5) Finally, as with all of our stores, there will be a SPCC in place (Spill Prevention, Control and Countermeasure Plan.)
- 6) A spill containment curb will be constructed around the perimeter of the oil storage tanks floor area.

The entire service area will utilize a trench floor drain system that is connected to a triple basin oil/water separator system.

Summary of repair activities:

- The facility will be operated as an auto dealership with full parts & service shop included.
- Repair activities will be for cars and light duty trucks.
- Typical activities will be oil changes, tire rotations, etc... Nothing out of the ordinary from what is already being done at the existing location

Excerpt from CHRYSLER Safety Manual / Spill Prevention Control Plan

EMERGENCY RESPONSE

Reporting

When an incident has occurred, the General Manager, or next in command in his absence, will be the first person contacted. They can be reached by phone, paging system, or alarm.

For a **liquid chemical spill** the General Manager will:

1. Identify type of chemical spill.
2. Notify dealership personnel – by phone, page, or alarm.
3. If the incident is a liquid chemical spill that is more than 5 gallons or cannot be controlled the General Manager will **immediately call 911. ******
4. If an evacuation is needed due to a chemical spill the General Manager will initiate evacuation procedures.

****When reporting the incident give the following information:

1. Name and phone #.
2. Name and address of the facility.
3. Type of incident.
4. Name and quantity of material.
5. Extent of injuries.
6. Possible hazards to human life.

Hazardous Spill Response Plan

In the event of a hazardous substance release, that is no more than 5 gallons, the following plan will be implemented:

1. The first responder on the scene of a spill will use the PA system and call out “**Code Green**” and give the location of the spill. This will notify employees that there has been a hazardous spill.
2. The first responder on the scene of a spill will determine if the situation is hazardous. If the situation is hazardous the responder should evacuate the area and immediately notify the emergency coordinator/safety coordinator.
3. The emergency General Manager will then determine the plan of action based on the emergency and/or conditions present and implement the proper plan of action.
4. The appropriate employees will then respond to the situation. If the spill can be handle internally these employees will:
 - a. Refer to the container label and/or SDS.
 - b. Don the appropriate personal protective equipment needed to cleaning up the spill.
 - c. Set up the appropriate warning signs/devices to confine and control the chemical spill to minimize injury to personnel and property damage.
 - d. Start salvage operations and dispose of the waste after the spill as been contained.
5. The emergency General Manager will limit the number of personnel at the emergency site and will have back-up personnel standing by to provide assistance.
6. If the General Manager determines that the situation is an Immediately Dangerous to Life or Health (IDLH), he or she will evacuate the facility and call 911.

For emergencies that can be controlled in a safer manner, Dealershipname will provide their employees with the proper protective equipment to handle any situation that may arise.

1. Personal protective equipment:
 - a. Rubber boots.
 - b. Gloves.
 - c. Goggles.
2. First aid kits.
3. Fire extinguisher.
4. Evacuation route.
5. Shovels and brooms.

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

[ZONING CODE – VAPOR BARS]

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

SECTION I: That Section 23.04(2) of the Revised Municipal Code of the City of Stevens Point shall be amended to add the following definition:

VAPOR BAR – means any facility, building, structure, or establishment, whether fixed or mobile, whose business operation, whether as its principal use or as an accessory use, includes utilizing a heating element that vaporizes a liquid solution that releases nicotine or a flavored vapor, including but not limited to establishments known as vapor lounges or e-cigarette lounges.

SECTION II: That the Revised Municipal Code of the City of Stevens Point shall be amended to add Section 23.02(2)(a)(3)(n) Vapor bars.

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

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: April 21, 2014
Adopted: April 21, 2014
Published: April 25, 2014



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

To: Common Council
From: Michael Ostrowski
CC:
Date: 4/16/2014
Subject: Amending the sublease and developer's agreement with Great Lakes Educational Loan Services.

A couple minor amendments need to occur to the sublease and developer's agreement with Great Lakes Educational Loan Services.

- First, the commencement date needs to be clearly stated in Section 3.3 of the agreement. While the December 1, 2013 date is within the exhibits, it is not stated within this section.
- Second, since the Community Development Authority of the City of Stevens Point has been dissolved, the agreement should reflect the Redevelopment Authority of the City of Stevens Point, as successor to the Community Development Authority of the City of Stevens Point, and shall assume all rights and responsibilities allocated to the CDA under the agreement.

The amendment is attached for your consideration. Great Lakes and the Redevelopment Authority have already approved the amendment. The reason the Common Council needs to act on this amendment is because they were a party to the original agreement. I would recommend approval of the amendment.

The proposed amendment is attached.

DOWNTOWN REDEVELOPMENT PROJECT

**FIRST AMENDMENT TO
SUBLEASE AND DEVELOPER'S AGREEMENT**

between

GREAT LAKES EDUCATIONAL LOAN SERVICES, INC.

and

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT,
WISCONSIN, a municipal body organized and existing under Wis. Stat. § 66.1335 and the
predecessors of such statute

and

THE CITY OF STEVENS POINT,
a Wisconsin municipal corporation

with its primary office located at 1515 Strongs Ave., Stevens Point, Wisconsin 54481

and

THE REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, WISCONSIN,
a body politic and corporate organized and existing under Wis. Stat. § 66.1333

THIS FIRST AMENDMENT (the "Amendment"), made as of the 13th day of MARCH, 2014, is by and between GREAT LAKES EDUCATIONAL LOAN SERVICES, INC., a Wisconsin corporation, having a notice and mailing address of 2401 International Lane, Madison, WI 53704 ("Great Lakes" or "Subtenant", as appropriate), the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, WISCONSIN, a municipal body organized and existing under Wis. Stat. § 66.1335 and the predecessors of such statute, having a notice and mailing address of 1515 Strongs Ave., Stevens Point, WI 54481 ("CDA" or "Sublandlord", as appropriate), the REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, a body politic and corporate organized and existing under Wis. Stat. § 66.1333, having a notice and mailing address of 1515 Strongs Ave., Stevens Point, WI 54481 ("Redevelopment Authority"), and THE CITY OF STEVENS POINT, a Wisconsin municipal corporation with its primary office located at 1515 Strongs Ave., Stevens Point, Wisconsin 54481 (the "City").

PURPOSE

The purpose of this Amendment is to amend the Agreement between Great Lakes, the CDA, and the City dated November 8th, 2013 (the "Agreement") to designate December 1, 2013 as the Commencement Date as referred to in Section 1.6 of the Agreement and to identify the Redevelopment Authority of the City of Stevens Point as the successor to the Community Development Authority of the City of Stevens Point with regards to all rights and responsibilities of the CDA pursuant to the Agreement.

WITNESSETH:

Pursuant to Section 10.3 of the Agreement, the undersigned parties hereby agree as follows:

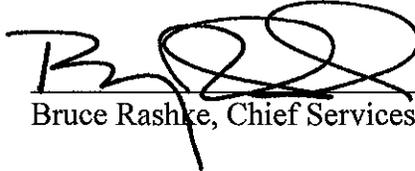
1. Amendments to the Agreement

- 1.1 Section 1.6 of the Agreement shall be amended to read as follows:
“*Commencement date*: The date on which the Lease Term commences as specified in Section 3.3.”
- 1.2 Section 3.3 of the Agreement shall be created to read as follows:
“*Commencement Date*: The Lease Term shall commence on December 1, 2013.”
- 1.3 Section 10.10 of the Agreement shall be created to read as follows: “As of January 1, 2014 and pursuant to the First Amendment to Sublease and Developer’s Agreement, the Redevelopment Authority of the City of Stevens Point, as successor to the Community Development Authority of the City of Stevens Point, shall assume all rights and responsibilities allocated to the CDA under this Agreement.”

**GREAT LAKES EDUCATIONAL
LOAN SERVICES, INC.**

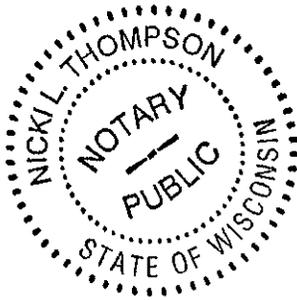
A Wisconsin Corporation

Date: 03/13/2014

By: 
Bruce Rashke, Chief Services Officer

STATE OF WISCONSIN)
:ss
COUNTY OF DANE)

Personally came before me this 13th day of March, 2014, Bruce Rashke, Chief Services Officer of the above-named corporation, to me known to be the person who executed the foregoing instrument and to me known to be such member of said corporation, and acknowledged that he executed the foregoing instrument as such Chief Services Officer of said corporation, by its authority.




Notary Public, State of Wisconsin

My commission expires: Feb. 3, 2016

**CITY OF STEVENS POINT
PUBLIC PROTECTION COMMITTEE
Monday, April 14, 2014 – 6:00 P.M.
Lincoln Center – 1519 Water Street**

Present: Alderpersons: R. Stroik, Trzebiatowski, Suomi, M. Stroik

Absent: Alderperson: Wiza

Also

Present: Mayor Halverson; City Attorney Beveridge; Clerk Moe; Comptroller/Treasurer Ladick; Alderpersons Doxtator, O’Meara, Slowinski, Patton and Phillips; Directors Schrader, Lemke and Ostrowski; Chief Kujawa; Asst. Chief Zenner; Superintendent Laidlaw; Asst. to the Mayor Pazdernik; Tricia Church; Mary Ann Laszewski; Barb Jacob; Trevor Roark; Bob Fisch; Ernie Quesada; Todd Jacowski; Sue Wilcox; Sarah Wallace; Kevin Hagan; Josh Eisenhauer; Nate Enwald – Gazette; Brandi Makuski – City Times

1. License List:

A. New Operator’s (Bartender’s) Licenses.

B. Temporary Class “B” / “Class B” License (Picnic):

- i. **Big Brothers Big Sisters of Central Wisconsin, 1000A Division Street for Taste of the Town on Saturday, August 9, 2014 at Pfiffner Park. Licensed operator on the premise: Pat Wesenberg. (Beer and Wine)**
- ii. **St. Peter’s Parish Picnic Committee, 800 Fourth Avenue for St. Peter’s Parish Picnic on June 14 and June 15, 2014 at 708 First Street (on school grounds under tents, gym and foyer). Licensed operator on the premise: Gene Kemmeter. (Beer and Wine)**
- iii. **Stevens Point Area Catholic Schools, 1004 First Street for Panacea on September 5, 2014 through September 7, 2014 at 1301 Maria Drive (outside of the building to the northeast corner of the exit, under a tent). Licensed operator on the premise: Ken Raflik. (Beer and Wine)**
- iv. **St. Stanislaus Kostka Parish, 838 Fremont Street for parish picnic on July 27 and July 28, 2014 at 838 Fremont St. Licensed operator on premise: Bob Ostrowski. (Beer and Wine)**
- v. **Wisconsin League of Musky Anglers, 35 Park Ridge Drive for WILMA 2014 Fundraiser on May 14, 2014 at Pfiffner Building. Licensed operator on premise: Lucas Andersen. (Beer only)**
- vi. **St. Joseph Parish, 1709 Wyatt Avenue for Parish Picnic on June 6 through June 8, 2014 at 1709 Wyatt Avenue. Licensed operators on premise: Mike Kaczmarek and Dave Hansen. (Beer and Wine)**

Ald. Trzebiatowski **moved**, Ald. M. Stroik seconded, to approve 30 new operator/bartender licenses and temporary Class “B” / “Class B” licenses for Big Brothers Big Sisters of Central Wisconsin, 1000A Division Street for Taste of the Town on Saturday, August 9, 2014 with operator on the premise being Pat Wesenberg for beer and wine, St. Peter’s Parish Picnic, Fourth Avenue on June 14 and June 15 on the school grounds under tents, gym and foyer with licensed operator on the premise being Gene

Kemmeter, Stevens Point Area Catholic Schools for Panacea on September 5, 2014 through September 7, 2014, Maria Drive on the outside of the building to the northeast corner of the exit, under a tent with licensed operator on the premise being Ken Raflik for beer and wine, St. Stanislaus Kostka Parish for parish picnic on July 27 and July 28 at 838 Fremont Street with licensed operator on the premise being Bob Ostrowski for beer and wine, Wisconsin League of Muskey Anglers, Park Ridge for WILMA 2014 Fundraiser on May 14, 2014 at Piffner Building with licensed operator on the premise being Lucas Andersen for beer only, and St. Joseph Parish, Wyatt Avenue for parish picnic on June 6 through June 8, 2014 with licensed operators being Mike Kaczmarek and Dave Hansen for beer and wine.

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

- C. Class "B" Beer – 6 Month License (Renewal) - Stevens Point American Legion Baseball Club, PO Box 984, Stevens Point, at Bukolt Park with John Suchon, Agent.**
- D. Class "B" Fermented Malt Beverage and "Class C" Wine License - Jose Armando Perez, 401 Sycamore Avenue, Plover, WI for Rock N Roll Café, 2801 Stanley Street, Stevens Point for license period beginning April 22, 2014.**
- E. Change of Agent - Apple Hospitality Group, 2120 Pewaukee Road Suite 200, Waukesha, WI 53188, Theron Johnson, 4231 Woodhaven Lane, Wisconsin Rapids, WI; agent at Applebee's Neighborhood Grill & Bar, Stevens Point replacing Randy Fuerst.**

Ald. Suomi **moved**, Ald. R. Stroik seconded, to approve 1C. Class "B" Beer – 6 Month License (Renewal) - Stevens Point American Legion Baseball Club, PO Box 984, Stevens Point, at Bukolt Park with John Suchon, Agent, 1D. Class "B" Fermented Malt Beverage and "Class C" Wine License - Jose Armando Perez, 401 Sycamore Avenue, Plover, WI for Rock N Roll Café, 2801 Stanley Street, Stevens Point for license period beginning April 22, 2014 and 1E. Change of Agent - Apple Hospitality Group, 2120 Pewaukee Road Suite 200, Waukesha, WI 53188, Theron Johnson, 4231 Woodhaven Lane, Wisconsin Rapids, WI; agent at Applebee's Neighborhood Grill & Bar, Stevens Point replacing Randy Fuerst.

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

2. Requests to Hold Event/Street Closings:

- A. Portage County CAN – Bike to Work – May 16, 2014 on the Downtown Square. Requesting the closure of the Square loop from 3:00 - 5:30 p.m.**

Trevor Roark, 601 Washington Avenue, stated this a family event in which a bike rodeo will be held.

Ald. Trzebiatowski asked if the Police Department has any issues with the request to close the complete square loop.

Asst. Chief replied there are no issues with this request.

Ald. Trzebiatowski asked if there are any issues with the farmers market.

Clerk Moe said the Public Works Department talked with the Farmers Market Association and they do not have an issue.

Ald. M. Stroik asked if security is needed.

Ald. R. Stroik replied security is not required.

Ald. Suomi asked what will happen if cars are parked in the area where the bus for this event is planning on parking.

Asst. Chief Zenner said the owners will be contacted if necessary and signs will be posted early that morning.

Ald. Suomi **moved**, Ald. Trzebiatowski seconded, to approve Portage County CAN – Bike to Work on May 16, 2014 on the downtown square with the request for closure of the square loop from 3:00 p.m. to 5:30 p.m.

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

B. United Way of Portage County – 2014 Run, Bike, United Duathlon – August 23, 2014. Closure of portions of Illinois Ave and Michigan Ave from 6:00 - 11:30 a.m.

Asst. Chief Zenner stated the Police Department does not have any issues with this request.

Sue Wilcox is available for any questions.

Ald. Suomi asked why they changed their run route.

Ms. Wilcox said they are trying to stay out of the way for the Sentry World reconstruction project.

Ald. Suomi is concerned with the number of runners and closing of Michigan Avenue.

Asst. Chief Zenner said he does not see an issue with traffic flow.

Ald. R. Stroik **moved**, Ald. M. Stroik seconded, approval of the event.

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

C. Arts Alliance – ArtsWalk/Mass Guitar Incident – May 16, 2014 on Main St. Request partial closure of Main St from Strongs Ave to Third Ave from 4:30 - 8:00 p.m.

Ald. R. Stroik stated the event organizers decided they do not want to request any road closures.

Ald. M. Stroik **moved**, Ald. R. Stroik seconded, to approve Arts Alliance - ArtsWalk/Mass Guitar Incident on May 16, 2014 on Main St.

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

3. Request to keep eight swans – Sentry World Golf Course – 601 Michigan Ave N.

Ald. R. Stroik **moved**, Ald. Trzebiatowski seconded, approval.

Ald. M. Stroik asked if the humane society follows up on these requests.

Clerk Moe replied yes for those getting city permits.

Ald. M. Stroik asked if the swans will stay year round.

Clerk Moe said he will look into it.

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

4. Monthly Inspection Report.

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

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

5. Adjournment.

Adjournment at 6:16 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

Monday, April 14, 2014

Lincoln Center – 1519 Water Street

Stevens Point, WI 54481

MINUTES

PRESENT:

Mayor Andrew Halverson, Comptroller/Treasurer (C/T) Corey Ladick, Director of Public Works Scott Schatschneider and Tricia Church; **Alderspersons:** George Doxtator(1st), JoAnne Suomi(2nd), Michael O’Meara(3rd), Tony Patton(8th) and Randal Stroik(9th).

ALSO PRESENT:

DIRECTORS: Michael Ostrowski – Community Development, Joel Lemke – Public Utilities, and Tom Schrader – Parks and Recreation.

ALDERPERSONS: Mary Stroik(5th), Jeremy Slowinski(6th), Roger Trzebiatowski(7th), and Michael Phillips(10th).

CITY STAFF MEMBERS: City Attorney A. Logan Beverage, City Clerk John Moe, Fire Department Chief Tracey Kujawa, Assistant Police Chief Tom Zenner, Administrative Assistant to the Mayor Kelley Pazdernik, Streets Department Superintendent Dennis Laidlaw, and Streets Department Employees David Worzalla, Ernie Quesada, Todd Jacowski and Steve Louis.

OTHERS PRESENT: Brandi Makuski – Stevens Point City Times, Nate Enwald – Portage County Gazette, Bob Fisch – 1033 Smith Street, Barb Jacob – 1616 Depot Street, MaryAnn Laszewski – 9th District, Sarah Wallace – Portage County Planning & Zoning, Chuck Rasmussen – OTIE Engineer, Eric Hofmeister – Spectra Print, Josh Eisenhauer and Kevin Hagen – AECOM Engineers.

Mayor Andrew Halverson called the Board of Public Works meeting to order on April 14, 2014 at 6:17 P.M. The meeting was held at The Lincoln Center at 1519 Water Street in Stevens Point, WI 54481.

1. Hoover Road/Country Club Drive Grade Separation Presentation by AECOM.

Due to the size of the Presentation from AECOM, please visit our website to view the video of the Board of Public Works Meeting along with the PowerPoint Presentation.

Mayor Halverson introduced Josh Eisenhauer and Kevin Hagen Engineers with AECOM to do a presentation to update us on the Hoover Road/Country Club Drive Grade Separation Project.

Kevin Hagen took the podium to present the typical process they go through for this type of a study through a PowerPoint Presentation. First they start with conceptual alternatives, and then move through some preliminary analysis of the alternatives. Once they determine what the best means of solving the problem, they get into a detailed alternative analysis which is where we are sitting now with this project and then ultimately the preferred alternative which we are hoping for this spring or summer. The first alternative they looked at was the Road under Railroad Alternative. He explained in great detail the amount of land impacts, costs and construction involved with that alternative. Then he explained in great detail the Road over Railroad Alternative and explained why it would be the better alternative at this railroad crossing. He explained that the

land impacts, costs and overall construction all would be greatly reduced with the Road over Railroad Alternative. However, we will have to work with some of the businesses at that location to figure out access.

Mayor Halverson added that with the price tag of doing this project this may be an opportunity to look at shifting our project priority from the Business 51 Project to doing this project and shifting any available dollars that we have for doing Business 51 to this project and submit a transfer of the STP Urban Grants that we received for the Business 51 to transfer it all to this project.

Aldersperson O'Meara asked if this project would be eligible for HSIP (Highway Safety Improvement Program) because if we are eligible for it, it is 90/10 and it doesn't go into our urban funds. He expressed his concerns of using our urban funds because it is sort of an allotment. He encourages us to try to get the HSIP because it would be additional money coming into the city. Mayor Halverson and Kevin Hagen with AECOM said it would be eligible and we will do what we can to get approval.

Mayor Halverson asked that Kevin Hagen explain the level of ratings that this particular crossing has. Kevin Hagen said they measure safety of a rail crossing in terms of exposure factor by multiplying the number of cars that cross that crossing per day by the number of trains that use that crossing per day. The WIDOT has a level of exposure factor where you should start considering separating the grade at about 100,000. At this particular intersection, we have about 30 trains and 6,000 cars north of the tracks per day. When you multiply those together, that intersection is at an exposure factor is doubled.

Aldersperson Slowinski asked how long it would take for something like this. Kevin Hagen said one season if we had a good construction season, we should be able to get the majority of the work done.

Aldersperson Stroik asked if this project would take away the possibility of further development in the TIF District at the Spectra Print site or if that area was never targeted for further development. Mayor Halverson said the front of Spectra Print was targeted as two lots of anywhere from 1-3/4 to maybe 2-1/2 to 3 acres would be possible but in terms of it being needed for this as a definite priority and size and scale of that TIF District still having significantly marketable property along the interstate and the dimensions of that TIF stretching into the Stevens Point Industrial Park. This project is not only eligible for TIF VIII but it is also eligible for TIF IX. So there would be a few acres lost but it will be appropriately appraised. Mayor Halverson added that the opportunity lost versus the ability to make this project happen knowing that it will drive other value. Also there is still opportunity at the rear of the Spectra Print site.

Aldersperson Stroik asked where most of the semi traffic come in to the Industrial Park. Mayor Halverson said they do use Joerns Drive but mostly Coye Drive. Mayor Halverson added that one of the sub conversations that will happen given the efficiency of mobilization at the same time will be turning lane construction and widening of Coye Drive/Hoover Drive intersection with more than likely traffic signals there as well. Coye Drive warrants improvements now but once Joerns Drive is made a cul-de-sac we would have to warrant it at that time.

Aldersperson Doxtator mentioned if we have a choice of walls or a slope, we have the opportunity to put some art and make something better than just an ugly overpass, especially because you may be able to see it from I39. Mayor Halverson said there has been some discussion with Spectra Print property owners and Warehouse Specialists as well as the Country Club regarding landscaping allowances.

2. Consideration and possible action for the North Reserve Street/I-39 Project: Revised State Municipal Agreement.

Aldersperson Suomi asked why there is a difference in price. Director Schatschneider explained that the difference was with the rock in proximity to the structure we weren't allowed to do all the utility work we wanted to do so that brought down the price of the project.

Aldersperson Suomi then made the motion to approve; seconded by Aldersperson Doxtator.

Aldersperson Stroik asked if this still includes the bike path and everything we saw last year with no other changes. Director Schatschneider affirmed.

Ayes all; nays none; motion carried

3. Consideration and possible action to award the Street Seal Coating Project #14-04 to Fahrner Asphalt Sealers, LLC out of Plover, WI in the amount not to exceed \$424,314.93.

There were no comments or questions regarding the equipment.

Aldersperson O'Meara moved approval; seconded by Aldersperson Stroik.

Ayes all; nays none; motion carried

4. Consideration and possible action to award the Bukolt Avenue Reconstruction Project #14-01 to Earth Inc. out of Arpin, WI in the amount not to exceed \$1,597,723.78.

Aldersperson Patton moved approval; seconded by Aldersperson Doxtator.

Director Schatschneider added that given the winter and late spring, Wisconsin Public Service has not been able to start moving the 19 or 20 electrical poles or replacing the existing gas mains. As a result, we would like to move the start date from mid to late May and start after the July 4th celebration.

Aldersperson Doxtator asked if there have been any discussions with Wisconsin Public Service about getting their utilities underground so we could have better services and not so many power outages due to the weather and downed branches and have more trees. Director Schatschneider said they could go underground but the cost is pushed back onto the municipality and it gets to be very expensive.

Ayes all; nays none; motion carried

5. Consideration and possible action to award the Shopko Parking Lot Phase 2 Project #14-12 to Ron Christiansen Trucking out of Weston, WI in the amount not to exceed \$265,963.20.

Aldersperson Stroik moved approval; seconded by Aldersperson Doxtator.

Mayor Halverson reported that all the bids are very competitive and have been coming in under our estimates.

Ayes all; nays none; motion carried

6. Consideration and possible action to award the Influent Pumping and pH Control Project #14-07 to Staab Construction out of Marshfield, WI.

Alderson O'Meara moved approval; seconded by Alderson Patton.

Alderson Patton asked if this is for the replacement of an old one. Director Lemke took the podium to explain this project. In the influent building there are two influent screw pumps that get used off and on in alternation. Each one is capable of handling our average and even peak day flows and two of them are for redundancy. A third one would accomplish 1. If we have to do maintenance on either of those there would be one that can operate in a standalone environment and 2. This would be a smaller horsepower submersible pump with two bypass channels where raw water there is a vine screen that the water goes through to remove solids or anything that does not dissolve in water in storm events. Also it would be equipped with a pH adjustment that is a regulatory item. Our last permit renewal required that we have an ability to adjust the pH of the effluent leaving the plant.

Ayes all; nays none; motion carried

7. Consideration and possible action to accept the Director's Report and place it on file.

Director Schatschneider added that there were two things that came in after the packet was sent out. 1. The Strongs Parking Lot Project will start in late April. 2. We have won an award for the Third Street Concrete Mix Design and Rettler will be at the Common Council Meeting to present that award.

Alderson Stroik moved approval; seconded by Alderson Doxtator.

Ayes all; nays none; motion carried

6. ADJOURNMENT: Mayor Andrew Halverson adjourned the April 14, 2014 Board of Public Works Meeting at 7:14 P.M.

**FINANCE COMMITTEE
APRIL 7, 2014 AT 7:15 P.M.
LINCOLN CENTER – 1519 WATER STREET**

PRESENT: Alderpersons R. Stroik, Slowinski, O’Meara and M. Stroik

EXCUSED: Alderperson Moore

ALSO

PRESENT: Mayor Halverson; City Attorney Beveridge; C/T Ladick; Clerk Moe, Ald. Suomi, Patton, Phillips, Doxtator; Directors Lemke, Ostrowski, Schrader, Schatschneider; Asst. Police Chief Zenner; Fire Chief Kujawa; Clerk Moe; Human Resource Manager Jakusz; Supt of Streets Laidlaw; Finance Manager Freeberg; Steve Shepro; Kelly Pazdernik; Lorna Whalen; Mary Ann Laszewski; Dave Worzalla; Ernie Quesada; Todd Jacowski; Steve Louis; Jim Feigelson; Dana Haberman; Michael Haberman; Brandi Makuski; Nate Enwald; Barb Jacob; Bob Fisch

ITEM #1 – RESOLUTION TO REVERSE THE COMMITMENT OF FUNDS IN THE SOIL REMEDIATION SPECIAL REVENUE FUND (FUND 222) FOR THE REMEDIATION OF CONTAMINATED PROPERTIES.

C/T Ladick explained items 1-3, stating that the two funds listed have not been used in some time. The Soil Remediation Fund has not had any activity since 2009 and the Natural Disaster Fund has not had any activity since 2012. Both funds are reimbursements for General Fund expenses that we incurred so we would like the funds transferred to the General Fund to simplify our financial statements, the only exception is a potential project at the Lullabye site that we would like to hold back \$56,410.26 for. The Council passed a resolution committing the funds in the Soil Remediation Fund for environmental cleanup purposes, main reason being that it was being done across the board with a lot of different funds in order to implement new accounting standards.

Ald. R. Stroik questioned if this was from the Airport remediation. C/T Ladick stated there were a few sites that this includes.

Motion made by Ald. Slowinski, seconded by Ald. M. Stroik, to approve the resolution to reverse the commitment of funds in the soil remediation special revenue fund (Fund 222) for the remediation of contaminated properties.

Ayes: All Nays: None Motion carried.

ITEM #2 – TRANSFER THE BALANCE OF THE SOIL REMEDIATION SPECIAL REVENUE FUND (FUND 222) TO THE GENERAL FUND (FUND 100).

Motion made by Ald. Slowinski, seconded by Ald. O’Meara, to approve transferring \$158,581.82 from the Soil Remediation Fund to the General Fund.

Ayes: All Nays: None Motion carried.

ITEM #3 – TRANSFER THE BALANCE OF THE NATURAL DISASTER SPECIAL REVENUE FUND (FUND 242) TO THE GENERAL FUND (FUND 100).

Motion made by Ald. R. Stroik, seconded by Ald. Slowinski to approve transferring \$23,523.48 from the Natural Disaster Fund to the General Fund.

Ayes: All Nays: None Motion carried.

ITEM #4 – 4TH QUARTER ROOM TAX REPORT.

C/T Ladick stated the room tax revenues are up by 4.2% for 2013.

Motion made by Ald. M. Stroik, seconded by Ald. Slowinski, to approve the 4th quarter room tax report and place it on file.

Ayes: All Nays: None Motion carried.

ITEM #5 – PAYMENT OF INVOICE FROM PORTAGE COUNTY RELATED TO A CAPITAL PROJECT OVERAGE FOR THE COURTHOUSE/CITY HALL BUILDING.

C/T Ladick stated in 2012-2013, the County did a capital project, repairing the entryways of the courthouse. This project was originally budgeted for \$150,000 and since we own 27% of the building, our share was \$40,500. They had many issues with completing this project, including the deterioration of the steps being more than what they originally thought and they also had to replace and fix some of the stone steps. The total of the project came in at a little over \$228,000, which means our share is now an additional \$21,330.

Ald. Slowinski questioned if this would come from contingency, C/T Ladick stated it would.

Motion made by Ald. Slowinski, seconded by Ald. M. Stroik, to approve paying the invoice from Portage County relating to the capital project overage for the courthouse/City Hall building in the amount of \$21,330 to come from contingency.

Mayor Halverson stated that we have had dialogue with the County in regards to us being made aware of these items significantly earlier on in the process. It was never made clear to him or the C/T that it was going to be that much of an overage. He stated he is the City's representative on the County Space and Properties Committee, only for matters that relate to this specific building so he does watch the agendas, but if it is not worded just right, he may not catch that. That should be resolved in the future as it has been addressed with the County to make sure the C/T and himself are aware of billable issues.

C/T Ladick has also talked with the County, stating he would have put it in the 2014 Capital Project budget had he known we would have to pay more, rather than taking it from contingency.

Ald. R. Stroik questioned if we had the detailed list of the itemized bills from the County to make sure they did expend that bundle of money. C/T Ladick stated he did not have a list of every invoice. Ald. R. Stroik questioned if we should maybe request it, just to make sure we are not getting overages. C/T Ladick stated that we could.

Ald. O'Meara proposed an amendment to the motion, contingent upon us receiving an itemized billing from the Courthouse to substantiate the project cost.

Ald. M. Stroik questioned if we could get that list by the Council meeting this next Monday, C/T Ladick stated he did not see why not.

Motion made by Ald. Slowinski, seconded by Ald. M. Stroik, to approve paying the invoice from Portage County relating to the capital project overage for the Courthouse/City Hall building in the amount of \$21,330 to come from contingency, contingent upon receiving an itemized breakdown of the overage prior to next weeks Council meeting.

Ayes: All Nays: None Motion carried.

ITEM #6 – MODIFICATION OF THE DEVELOPER AGREEMENT BETWEEN THE CITY AND EXECUTIVE PLACE AT POINT, LLC.

C/T Ladick gave some background information regarding the developer agreement stating that the Executive Place was constructed with a \$1,000,000 developers incentive from the City. \$1,000,000 was borrowed from the State Trust Fund to provide the incentive and we did that with the agreement that the amount of incremental revenue that they would produce would be enough to cover the debt service payments on that one million dollars. In order to make sure the City got paid, we took collateral which included 4000 shares of Associated Bank stock and also 40 acres of vacant land in Waupaca County. The developers would now like to sell that collateral, most specifically the land. Currently what is being done since the project is not quite developing the incremental revenue to cover the debt service, is they have been paying the difference. The proposal is to get a pay down from the developers and use that money to pay down that loan, which would reduce the amount of debt service payments on it from approximately \$86,000 to roughly \$71,000 per year, which would be in-line with their incremental revenue.

C/T Ladick explained the two options in the packet for a pay down of either \$140,000 or \$147,000. If we received \$140,000, we would be about \$700 short as far as what they generated for 2013. However, the Executive Place is trending upward as far as valuation. By going with the \$147,000, it would have covered the 2013 payment completely. In 2013, they were \$15,000 short, but if we would have had a \$140,000 pay down, it would bring the new payment down to \$71,221 and the actual 2013 increment was \$70,503.28.

Ald. Slowinski questioned if we would still be holding the 4000 shares of Associated Bank for collateral. C/T Ladick responded that we would be releasing both of the collateral positions.

C/T Ladick stated the 4000 shares of Associated Bank is currently valued at about \$68,000 and vacant land is typically valued at about \$2,000-\$3,000 per acre. Basically, what we are getting is somewhat comparable with what we currently have in collateral.

Ald. R. Stroik questioned if this has been discussed with Mr. Schertz. C/T Ladick responded yes and they would prefer Option #1.

Ald. O’Meara stated he thinks the big risk is gone and Mr. Schertz can afford to pay an extra \$1,000 per year and he recommends we go with Option #1.

Motion made by Ald. O’Meara, seconded by Ald. R. Stroik, to modify the developers agreement between the City and Executive Place at Point, LLC, using Option #1, which is a \$140,000 pay down, leaving a balance of \$649,327.82 remaining on the loan with a estimated new annual payment in the amount of \$71,221.

Ayes: All Nays: None Motion carried.

ITEM #7 – APPROVAL OF PAYMENT OF CLAIMS.

Motion made by Ald. O’Meara, seconded by Ald. Slowinski, to approve the payment of claims in the amount of \$1,250,614.63.

Ayes: All Nays: None Motion carried.

ITEM #8 - ADJOURN INTO CLOSED SESSION (APPROXIMATELY 7:20 P.M.) PURSUANT TO WISCONSIN STATUTES 19.85(1)(E) (DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION) AND WISCONSIN STATUTES 19.85(1)(G) (CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS

RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION OR IS LIKELY TO BECOME INVOLVED) ON THE FOLLOWING:

A. UPDATE ON 100 SECOND STREET NORTH (FORMER MICKEY'S RESTAURANT) AND 104 SECOND STREET NORTH (KENT'S SERVICE CENTER) RELATING TO POTENTIAL NEGOTIATIONS WITH LAND OWNERS.

B. DISCUSSION OF NEGOTIATION STRATEGY RELATED TO EXCESSIVE ASSESSMENT LITIGATION WITH WALGREENS CO., PORTAGE COUNTY CASES NOS. 11 CV 321, 12 CV 288, AND 13 CV 260.

Motion made by Ald. Slowinski, seconded by Ald. O'Meara, to adjourn into closed session at 7:32 P.M.

Roll Call: Ayes: Ald. R. Stroik, O'Meara, Slowinski and M. Stroik Nays: None
 Motion carried.

Adjournment in closed session at 8:11 P.M.

RESOLUTION

[Repeal Commitment of Resources in the Soil Remediation Special Revenue Fund]

WHEREAS, the grant proceeds and other resources of the Soil Remediation Special Revenue Fund, fund #222, were committed for remediation of contaminated properties on December 19, 2011 AND;

WHEREAS, said action was taken in order to implement new accounting standards under GASB 54, related to fund balance classifications AND;

WHEREAS, the resources of the Soil Remediation Special Revenue Fund are reimbursements for costs incurred by the general fund AND;

WHEREAS, the City has determined that no external restrictions apply to the resources of the Soil Remediation Special Revenue Fund AND;

WHEREAS, the Soil Remediation Special Revenue Fund has had no activity since 2009 AND;

WHEREAS, the City of Stevens Point has been remediating contaminated properties using other resources and funding mechanisms;

THEREFORE, BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that the grant proceeds and other resources of the Soil Remediation Special Revenue Fund, fund #222, no longer be committed for remediation of contaminated properties.

APPROVED: _____
Andrew Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: April 9, 2014
Approved: April 21, 2014
Published: April ____, 2014

**AGREEMENT TO RELEASE COLLATERAL AND
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

between

EXECUTIVE PLACE AT POINT, LLC
and
THE CITY OF STEVENS POINT,

THIS AGREEMENT TO RELEASE COLLATERAL AND FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “Release and Amendment”), made as of the 25th day of April, 2014, is by and between EXECUTIVE PLACE AT POINT, LLC, a Wisconsin limited liability company, having a notice and mailing address of 3118 Post Road, Stevens Point, WI 54481 (“Executive Place” or “Developer”) and THE CITY OF STEVENS POINT, a Wisconsin municipal corporation with its primary office located at 1515 Strongs Avenue, Stevens Point, Wisconsin 54481 (the “City”).

PURPOSE

The purposes of this Release and Amendment are as follows:

1. To amend Article VIII of the Agreement between Executive Place and the City dated August 20, 2007 (the “Development Agreement”).
2. To release the collateral referred to in Exhibit E to the Development Agreement upon the City’s receipt of a one-time supplemental payment by Developer to the City.

WITNESSETH:

Pursuant to Section 10.3 of the Agreement, the undersigned parties hereby agree as follows:

1. Payment to City and Release of Collateral

- 1.1 Developer shall provide to City a one-time, lump sum payment of One Hundred Forty Thousand Dollars (\$140,000.00) on or before May 31, 2014. Such sum shall be in addition to any other payments from Developer to City pursuant to the Development Agreement, any other agreements between Developer and City, and applicable law.
- 1.2 Developer’s payment of the sum described in Section 1.1 of this Release and Amendment shall in no way release Developer from any other obligation to the City arising from the Development Agreement or any other agreement between Developer and City.

1.3 In consideration of the payment described in Section 1.1 of this Release and Amendment, the City shall release all liens, interests, mortgages, and claims to all collateral pledged by Developer and/or its members or owners as security for the City's provision of tax incremental financing assistance to Developer pursuant to Section 2.01 of the Development Agreement. Such collateral includes the following:

1.3(a) 4,000 shares of common stock of Associated Bank Corp. pledged pursuant to the Pledge Agreement between Fahrner Point Property, LLC and the City dated February 25, 2014 which is attached hereto and incorporated here as Exhibit A.

1.3(b) 40 acres of land in Waupaca County, Wisconsin pledged as security by Timothy L. Schertz and Jeris M. Schertz, such pledge namely a real estate mortgage dated October 26, 2007 and recorded on January 15, 2008 with the Portage County Register of Deeds as Document No. 713040 and an Affidavit of Correction dated January 29, 2008 recorded on February 11, 2008 at the Office of the Register of Deeds for Waupaca County as Document No. 749347 which are attached hereto and incorporated hereof as Exhibit B.

1.4 The City shall prepare and file any and all documents necessary to perform the release of collateral described in Section 1.3 above.

2. Amendment to Article VIII of the Development Agreement

2.1 Pursuant to Section 16.2 of the Development Agreement, Developer and City agree to amend the Development Agreement as follows:

2.1(a) Section 8.03 of the Development Agreement shall be created to read as follows:

8.03 Upon the City's receipt of the \$140,000.00 payment described in Section 1.1 of the Release and Amendment dated April 25, 2014, the following shall occur:

a. Developer shall no longer be obligated to pay the City the amount, if any, by which the Minimum Real Estate Tax Payment for each calendar year exceeds the actual real estate tax payment generated from the Development for such calendar year. However, any such amount shall carry forward and be subtracted from payments, if any, due to Developer from City pursuant to Section 8.03(b).

b. The amount by which the actual real estate tax payment generated from the Development for each calendar year exceeds the Minimum Real Estate Tax Payment for such calendar year, if any, shall be paid to Developer from City. The sum of any payments made pursuant to this section over the term of this Development Agreement shall not exceed \$150,756.17.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 20__.

THE CITY OF STEVENS POINT
A Wisconsin Municipal Corporation

BY: _____
Honorable Andrew J. Halverson, its Mayor

Attest:

John V. Moe
By: Its City Clerk

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 2014, Andrew J. Halverson, Mayor, and John V. Moe, City Clerk, of the above-named City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

EXECUTIVE PLACE AT POINT, LLC,
A Wisconsin Limited Liability Company

By: _____
_____, its Member

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 2014, _____, of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such __member__ of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

Pledge Agreement (Certificated Security)

THIS PLEDGE AGREEMENT (this "Pledge Agreement") is made this 25th day of February, 2014, by Fahrner Point Property, LLC, ("Debtor"), 2688 N. Scenic Drive, Stevens Point, WI 54481 in favor of City of Stevens Point ("City" and "Creditor" herein), 1515 Strongs Avenue, Stevens Point, WI 54481.

BACKGROUND STATEMENTS

A. Debtor is the owner and holder of a 50% Member Percentage Interest in the in Executive Place at Point, LLC ("Developer"). In connection with Debtor's acquisition of a member interest in the Developer, Debtor to provide the City with 4,000 shares of the common stock of Associated Banc Corp. (the "Collateral") as additional security for the Developer's obligations to the City, as described in the Development Agreement, including Exhibit E/H of the Development Agreement and a Securities Account Control Agreement dated September 5, 2007 (the "Development Agreement").

B. On June 2, 2010, the Debtor, City and Marshall & Ilsley Trust Company, N.A., and its successors ("Trust Company") entered into a Securities Account Control Agreement for Account No. 61-T080-01-1, which account holds the Collateral in uncertificated form ("2010 Securities Control Agreement").

C. Debtor has requested that the Creditor terminate the 2010 Securities Control Agreement and replace the same with this Pledge Agreement. The Creditor is willing to terminate the 2010 Securities Control Agreement and accept the terms and provisions of this Pledge Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and intending to be legally bound thereby, Debtor and Creditor hereby agree as follows:

1. **Pledge of Collateral.** Debtor hereby pledges, transfers, assigns and grants to Creditor a security interest in and to 4,000 shares of common stock of Associated Banc Corp., evidenced by stock certificate No. _____, CUSIP No. _____ [Debtor and Creditor agree that Creditor may insert the foregoing identifying numbers where required in this Pledge Agreement upon receipt of the certificate from the Trust Company as provided in Section 11] (and all property subsequently deposited pursuant hereto in addition to or in substitution for any such property), together with all cash and non-cash proceeds thereof (all of the foregoing is herein collectively referred to as the "Collateral") to secure the following which hereafter are referred to as the "Obligations": (a) the prompt payment of the Developer's obligations to the City under the provisions of the Development Agreement, and to the fullest extent permitted by applicable law, all costs and expenses (including reasonable attorneys' fees) incurred by Creditor in the collection of said obligations, and (b) the performance of all of the terms, conditions and provisions of this Pledge Agreement and of any other agreement or document now or hereafter executed and delivered by Debtor or any other person in connection with the Development Agreement (collectively, the "Development Documents").

2. **Representations and Warranties.** Debtor represents and warrants to Creditor that: (a) Debtor has full power and authority to enter into this Pledge Agreement; (b) any consent or approval which is required as a condition to the validity of this Pledge Agreement has been obtained; (c) this

Pledge Agreement constitutes the valid and legally binding agreement of Debtor in accordance with its terms and does not constitute a prohibited transfer under any law, statute, regulation or ordinance, including the Securities Act of 1933; (d) there is no provision of any existing mortgage, indenture, contract, subscription agreement or other agreement binding on Debtor or affecting the Collateral which would conflict with or in any way prevent the execution, delivery or carrying-out of the terms of this Pledge Agreement; (e) Debtor has good title to the Collateral and the Collateral is owned free and clear of liens and encumbrances; (f) there are no proceedings pending or, so far as Debtor knows, threatened before any court or administrative agency which, in the opinion of Debtor, will adversely affect the financial condition or operation of Debtor, or the authority of Debtor to enter into, or the validity or enforceability of, this Pledge Agreement or any of the Development Documents; (g) Debtor will not create, incur, assume or suffer to exist any mortgage, pledge, lien or other encumbrance of any kind, or any security interest in any of the Collateral now owned or hereafter acquired, without the prior written consent of Creditor; (h) Debtor will immediately notify Creditor in writing of any event which materially adversely affects the rights and remedies of Creditor in relation to the Collateral; and (i) Debtor has delivered to Creditor any and all certificates evidencing the Collateral, together with any necessary powers or endorsements.

3. **Other Documents.** Debtor will execute and deliver to Creditor all assignments, endorsements, powers, hypothecations and other documents required at any time and from time to time by Creditor with respect to the Collateral. Debtor shall, at its expense, do, make, procure and execute and deliver all acts, things, writings and assurances as Creditor may at any time request to protect, assure or enforce its rights, interests and remedies created by, provided in or emanating from this Pledge Agreement. Debtor authorizes Creditor to file financing statements covering the Collateral as Creditor shall deem necessary or desirable to protect Creditor's interest in the Collateral. Debtor agrees to pay all taxes, fees and costs paid or incurred by Creditor in connection with the preparation, filing or recordation thereof. Debtor shall not file any amendments, correction statements or termination statements concerning the Collateral without the prior written consent of Creditor. Debtor shall pay Creditor \$25.00 for each response to Debtor's request for an accounting or confirmation of a list of Collateral or statement of account exceeding 1 request per 6-month period.

4. **Continued Possession of Collateral.** Creditor shall hold possession of the Collateral so long as any of the Obligations are outstanding. Upon the satisfaction in full of all of the Obligations, Creditor shall release any remaining Collateral to Debtor. Upon satisfaction in full of the Obligations, within 30 days after Debtor's request, Creditor shall terminate or send Debtor appropriate documentation to terminate any financing statements filed by Creditor with respect to the Collateral.

5. **Covenants of Debtor.** Debtor agrees that, so long as Creditor holds possession of the Collateral, Debtor will not, without Creditor's prior written consent, withdraw, sell, assign, transfer, pledge or otherwise encumber the Collateral or any part thereof. If Debtor at any time becomes entitled to receive any cash, stock or other property as additions to, in substitution of or in exchange for any of the Collateral, Debtor shall accept the same as Creditor's agent and shall promptly deliver them to Creditor in the exact form received, with all necessary transfer instruments or stock powers, to be held as further security for the Obligations. Notwithstanding the foregoing provisions of this Section 5, prior to an Event of Default as defined in Section 7, Debtor may receive and collect any dividends payable on the Collateral.

6. **Care of Collateral.** Debtor shall have all risk of loss of the Collateral. Creditor shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, to collect or enforce any of its rights against, the Collateral, to collect any income accruing on the Collateral, or to preserve rights against other parties. If Creditor actually receives any notices requiring action with respect to Collateral in Creditor's possession, Creditor shall take reasonable steps to

forward such notices to Debtor. Debtor is responsible for responding to notices concerning the Collateral, voting the Collateral, and exercising rights and options, calls and conversions of the Collateral. Creditor's sole responsibility is to take such action as is reasonably requested by Debtor in writing, however, Creditor is not responsible to take any action that, in Creditor's sole judgment, would affect the value of the Collateral as security for the Obligations adversely. While Creditor is not required to take certain actions, if action is needed, in Creditor's sole discretion, to preserve and maintain the Collateral, Debtor authorizes Creditor to take such actions, but Creditor is not obligated to do so.

7. **Event of Default.** The occurrence of any one or more of the following events shall constitute an event of default (an "Event of Default") under this Pledge Agreement: (a) an event of default under the Development Documents; (b) failure of Debtor to perform, observe or comply with any of the provisions of the Development Documents; (c) if any information contained in this Pledge Agreement is not in all material respects true and accurate or if Debtor omitted to state any material fact or any fact necessary to make such information not misleading; (d) the filing of any petition for relief under Bankruptcy Code or any similar federal or state statute by or against Debtor; (e) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of Debtor; or (f) the dissolution of Debtor.

8. **Remedies.**

(a) Upon the occurrence of an Event of Default hereunder, Creditor may, at its option, proceed to enforce this Pledge Agreement and in connection therewith may (i) declare all or any part of the unpaid Obligations to be immediately due and payable, (ii) retain or sell all or any portion of the Collateral and apply such Collateral or the proceeds thereof against the Obligations, (iii) exercise any remedies available to it under the Development Documents and (iv) otherwise exercise all of the rights and remedies of a secured party under the Wisconsin Uniform Commercial Code and under other applicable laws. Without limiting the foregoing, Creditor shall have the right to notify any person obligated on any of the Collateral to make payment directly to Creditor or its nominee of any amounts due or to become due thereon.

(b) Any written notice of the sale, disposition or other intended action by Creditor with respect to the Collateral which is sent by certified mail, return receipt requested or by overnight courier to Debtor at Debtor's address specified above, or such other address of Debtor which may from time to time be shown on Creditor's records, at least five (5) days prior to such sale, disposition or action, shall constitute reasonable notice to Debtor, unless applicable law requires a longer period. However, this provision shall not be construed to impose any obligation on Creditor to notify Debtor of Creditor's intent to sell, dispose of or take other action with respect to the Collateral, except to the extent applicable law requires such notice.

(c) Debtor recognizes that Creditor may be unable to effect a public sale of all or a part of the Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire all or a part of the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Debtor acknowledges and agrees that any private sale so made may be at prices and on other terms less favorable to the seller than if such Collateral were sold at public sale, and that Creditor has no obligation to delay the sale of such Collateral for the period of time necessary to permit registration of such Collateral for public sale under any securities laws. Debtor agrees that a private sale or sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner. If any consent, approval or authorization of any federal, state, municipal or other governmental department, agency or authority should be necessary to effectuate any sale or other

disposition of the Collateral, or any partial sale or other disposition of the Collateral, Debtor will execute all such applications and other instruments as may be required in connection with securing any such consent, approval or authorization, and will otherwise use its best efforts to secure the same.

(d) All costs and expenses incurred by or on behalf of Creditor in connection with the taking, holding, preparing for sale or other disposition, selling, managing, collecting or otherwise disposing of the Collateral (the "Liquidation Costs") shall constitute and become a part of the Obligations secured hereby. Any retained Collateral and any proceeds of sale or other disposition of the Collateral (up to the limits expressly set forth above) will be applied by Creditor to the payment of the Liquidation Costs, and the balance of such proceeds (if any) will be applied by Creditor toward the payment of the Obligations (whether then due or not) at such time or times and in such order and manner of application as Creditor may from time to time in its sole discretion determine. Except as may be otherwise specifically provided in this Pledge Agreement, all Collateral and proceeds of Collateral coming into Creditor's possession may be applied by Creditor to any of the Obligations, whether matured or unmatured, as Creditor shall determine in its sole but reasonable discretion. Creditor may defer the application of non-cash proceeds of Collateral to the Obligations until cash proceeds are actually received by Creditor.

(e) Each right, power and remedy of Creditor as provided for in this Pledge Agreement, or in the other Development Documents or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Pledge Agreement or in the other Development Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Creditor of any one or more such rights, powers or remedies shall not preclude the simultaneous or later exercise by Creditor of any or all such other rights, powers or remedies.

(f) No failure or delay by Creditor to insist upon the strict performance of any term, condition, covenant or agreement of this Pledge Agreement or of the Development Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute or be deemed to constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude Creditor from exercising any such right, power or remedy at any later time or times.

9. **Power of Attorney.** Debtor hereby appoints and constitutes Creditor its true and lawful attorney, with full power of substitution, with full power and authority to (i) prepare, execute and deliver on behalf of Debtor any and all such instruments, assignments, stock or bond powers, financing statements, certificates and other documents as Creditor deems necessary in order to perfect and protect its interests in the Collateral, (ii) endorse Debtor's name on requests to other secured parties of Debtor for accountings, confirmations of collateral and confirmations of statements of account, and (iii) immediately, upon the occurrence of the Event of Default hereunder, without any notice to Debtor, (A) to liquidate any Collateral and apply the proceeds thereof directly to the Obligations, (B) to transfer ownership of any Collateral to an account designated by Creditor and (C) to take such other actions with respect to the Collateral as Creditor, in its sole discretion, shall deem necessary or appropriate in order to protect its interest in the Collateral. This power of attorney is made pursuant to this Pledge Agreement, is coupled with an interest and may not be revoked or canceled before all of the Obligations have been paid or otherwise satisfied.

10. **Other Provisions.** Neither this Pledge Agreement nor any term, condition, covenant or agreement hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Pledge Agreement shall be governed by the internal laws of the State of Wisconsin and shall be binding upon the heirs, personal representatives, successors and assigns of Debtor and shall inure to

the benefit of the successors and assigns of Creditor. As used herein the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine or neuter gender shall include all genders as the context may require, and the term "person" shall include an individual, a corporation, an association, a partnership, a trust, a limited liability company, an organization, a government or political subdivision thereof and a governmental agency. Unless varied by this Pledge Agreement, all terms used herein which are defined by the Wisconsin Uniform Commercial Code shall have the same meanings hereunder as assigned to them by the Wisconsin Uniform Commercial Code, as in effect on the date hereof. The Loan is not a "consumer transaction" as defined in the Uniform Commercial Code and none of the Collateral was or will be purchased primarily for personal, family or household purposes.

11. **Facsimile Transactions and Signatures.** Any signed copy of this Agreement or other record or document pertinent to the transactions described herein and transmitted by facsimile machine ("fax") or by Internet email where the original signature appears in facsimile form on the fax transmission or on an email attachment document in portable document format (".PDF") shall be treated in all manner and respects as an original document; and, the signature of any party upon such document transmitted by fax or email shall be considered an original signature.

This Agreement and any document pertinent to the transactions described herein may be transmitted in electronic form (by facsimile or email) with facsimile signatures of one or more parties. Each party acknowledges that the party can access facsimile documents if sent as above provided to the party's fax number or email address stated in this Agreement. Each party agrees to keep all other parties informed by a written notice of any change in the party's fax number, email address or mailing address.

12. **Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by commercially recognized overnight courier service (costs prepaid); (b) sent by facsimile or email with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by U.S. certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or email addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

City of Stevens Point
Attention: Corey Ladick, Comptroller
Address: 1515 Strongs Avenue, Stevens Point, WI 54481
Email address: cladick@stevenspoint.com

with a copy to:

A. Logan Beveridge
City Attorney
Address: 1515 Strongs Avenue, Stevens Point, WI 54481
Email address: abeveridge@stevenspoint.com

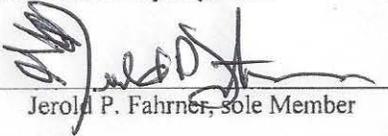
Fahrner Point Property, LLC
Attention: Jerold P. Fahrner
Address: 2688 N. Scenic Drive, Stevens Point, WI 54481
E-mail address: jpfahrner@yahoo.com
with a copy to: First Law Group S.C.
Attention: E. John Buzza
Address: 2900 Hoover Rd., Ste. A, Stevens Point, WI 54481
E-mail address: buzza@firstlawgroup.com

13. **Collateral Transfer Directions.** Upon receipt of a signed counterpart of this Pledge Agreement, the Trust Company is authorized and directed by the Debtor and Creditor to liquidate Account No. 61-T080-01-1, which account holds the Collateral in uncertificated form, and to cause the Collateral in certificated form to be issued in the name of the Debtor and delivered to the Creditor pursuant to the terms of this Pledge Agreement. Upon such delivery of the Collateral to the Creditor, Debtor and Creditor hereby (i) release and discharge the Trust Company from all obligations under the provisions of the 2010 Securities Control Agreement, and (ii) terminate the 2010 Securities Control Agreement.

SIGNATURES

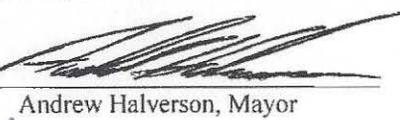
Fahrner Point Property, LLC

By:


Jerold P. Fahrner, sole Member

City of Stevens Point

By:


Andrew Halverson, Mayor

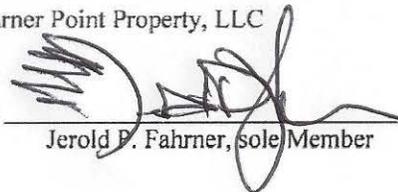
IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to City of Stevens Point 4,000 shares of the common stock of Associated Banc Corp., represented by Certificate No. _____, CUSIP No. _____, standing in the name of the undersigned on the books of said entity. The undersigned does hereby irrevocably constitute and appoint the City of Stevens Point by its Comptroller, attorney, to transfer said stock on the books of said entity, with full power of substitution of the premises.

Date: _____

Fahrner Point Property, LLC

By:


Jerold P. Fahrner, sole Member

W.B.A. 428 (7/13/00)

©Wisconsin Banker's Association 1999

REAL ESTATE MORTGAGE
(For Consumer or Business Mortgage Transactions)

Timothy L. Schertz and Jeris M. Schertz, husband and wife

("Mortgagor,"

whether one or more) mortgages, conveys and warrants to City of Stevens Point,
a municipal Corporation

("Lender")

In consideration of the sum of One Million Dollars

loaned or to be loaned to Executive Place at Point, LLC Dollars (\$ 1,000,000.00),

evidenced by Borrower's note(s) or agreement dated _____ ("Borrower," whether one or more),

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property").

1. Description of Property. (This Property is not the homestead of Mortgagor.)
(is) (is not)

Tax Key # 08 07 14 1

See attached Legal Description.

- If checked here, description continues or appears on attached sheet.
- If checked here, this Mortgage is a "construction mortgage" under 5408.313(1)(a), Wis. Stats.
- If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and _____

3. Escrow. Interest will be paid on escrowed funds required under paragraph 8(a) on the reverse side.
(will) (will not)

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed 10/26/2007 (Date)

(Type of Organization)

Timothy L. Schertz (SEAL)
• Timothy L. Schertz

By: _____
(Title)

Jeris M. Schertz (SEAL)
• Jeris M. Schertz

By: _____ (SEAL)
(Title)

(SEAL)

AUTHENTICATION

OR ACKNOWLEDGMENT
STATE OF WISCONSIN

Signatures of _____

County of PORTAGE } ss. add 26
This instrument was acknowledged before me on 2007, by Timothy L. and Jeris M. Schertz

authenticated this _____ day of _____, 19____

(Name(s) of person(s))

as _____ (Type of authority; e.g., officer, trustee, etc., if any)

of _____ (Name of party on behalf of whom instrument was executed, if any)

LOUIS S. MOLEPSKE

Title: Member State Bar of Wisconsin or
authorized under 5708.06, Wis. Stats
Attorney Louis J. Molepske

This instrument was drafted by _____

Notary Public Portage County, Wis.
My Commission Expires (Date) 12/31/2008

*Type or print name signed above.

713040
CYNTHIA A WISINSKI
PORTAGE COUNTY REGISTER OF DEEDS
RECEIVED FOR RECORD
JAN. 15, 2008 AT 01:00PM

Cynthia A. Wisinski

CYNTHIA A WISINSKI, REGISTER OF DEEDS
Fee Amount: \$15.00

RETURN TO
John J. Schlicé
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

ADDITIONAL PROVISIONS

5. **Mortgage As Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of a promissory note(s) or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications of such promissory note(s) or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (i) any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purpose and agreed in documents evidencing the transaction to be secured by this Mortgage and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, and (c) all interest and charges (all called the "Note"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage, and to the extent not prohibited by law costs and expenses of collection or enforcement. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Note has been paid according to its terms, (b) any commitment to make future advances under the Note has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Note and all other terms, conditions, covenants, and agreements contained in this Mortgage and the Note have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Note or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Note or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

8. Mortgagor's Covenants. Mortgagor covenants:

- (a) **Escrow.** To pay Lender sufficient funds at such times as Lender designates, if an escrow is required by Lender, to pay (1) the estimated annual real estate taxes and assessments on the Property, (2) all property insurance premiums when due, and (3) if payments owed under the Note are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance which Lender may cancel at any time. Upon demand, Mortgagor shall pay Lender such additional sums as are necessary to pay these items in full when due. Lender shall apply these amounts against the taxes, assessments and insurance premiums when due. Escrowed funds may be commingled with Lender's general funds;
- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Note;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
- (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it; and
- (j) **Subrogation.** That the Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

9. **Environmental Laws.** Mortgagor represents and warrants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may, after giving Mortgagor any notice and opportunity to perform which is required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any Note, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. **Default; Acceleration; Remedies.** If, (a) there is a default under any Note secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Note will become immediately payable unless notice to Mortgagor or Borrower and an opportunity to cure is required by §425.105, Wis. Stats., or the Note and, in that event, the Note will become payable if the default is not cured as provided in that statute or the Note or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Note, together with all sums paid by Lender as authorized or required under this Mortgage or any Note, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

13. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. **Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Note, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Upon the occurrence of an event of default under this Mortgage or any Note, Lender shall be entitled to the rents and may, after giving Mortgagor any notice and opportunity to perform which is required by law, notify any or all tenants to pay directly to Lender all such rents. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Note. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Note, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. **Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

19. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

20. **Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

Doc 713040

LEGAL DESCRIPTION

Doc 713040

The Southeast 1/4 of the Northeast 1/4 of Section 7, Township 24 North, Range 12 East, Town of Helvetia, Waupaca County, Wisconsin.

That part of the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 24 North, Range 12 East, in the Town of Helvetia, Waupaca County, Wisconsin, described as follows: Commencing at the Northwest corner of said Section 8; thence South 2°11' West 660.48 feet along the West line of the Northwest 1/4 of said Section 8 to an iron pipe at the point of beginning of this description; thence continuing South 2°11' West 1027.25 feet along the said West line of the Northwest 1/4 of said Section 8, to an iron pipe; thence East 1283.34 feet to an iron pipe on the East line of the West 1/2 of the Northwest 1/4 of said Section 8; thence North 1°03' East 1026.67 feet along the East line of the West 1/2 of the Northwest 1/4 of said Section 8 to an iron pipe; thence West 1263.0 feet to an iron pipe on the West line of the Northwest 1/4 of said Section 8 and the point of beginning, lying West of Moen Road.

DOCUMENT NO.

AFFIDAVIT OF CORRECTION

DOC# 749347



Certified, Filed and or Recorded on
Feb. 11, 2008 AT 10:00AM
WAUPACA COUNTY
RECEIVED FOR RECORD
MICHAEL MAZEMK REGISTER OF DEEDS
Fee Amount: \$17.00

John Schlice - Comptroller-Treasurer, on behalf of the City of Stevens Point, hereby swears and affirms that a Real Estate Mortgage dated October 27, 2007 and recorded on the 15th day of January, 2008 as Document No. 713040 in Portage County, State of Wisconsin conveyed certain real estate from Timothy L. Schertz and Jeris Schertz, husband and wife to the City of Stevens Point, as collateral as required in a developers agreement.

17/4

The document was filed in Portage County in error.

AFFIANT makes this Affidavit for the purpose of correcting the filing jurisdiction of the aforementioned document as follows: The Real Estate Mortgage Document will be filed in Waupaca County.

x

Dated this 29th day of January, 2008.



John J. Schlice - Comptroller-Treasurer (SEAL)
City of Stevens Point

ACKNOWLEDGMENT

AFFIANT IS THE:

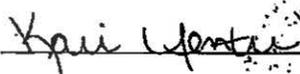
- ___ Drafter of the document being corrected.
- ___ Owner of the property described in the documents being corrected.
- Other: Officer of City

State of Wisconsin)
)ss
Portage County)

Personally came before me this 29th day of January, 2008 the above named John J Schlice to me known to be the person who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY

Louis J. Molepske, Attorney at Law
1515 Strongs Avenue
Stevens Point, WI 54481



Notary Public, Portage County, Wisconsin
My commission expires 02-28-08

NOTE: THIS AFFIDAVIT IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

WISCONSIN BAR ASSOCIATION

© Wisconsin Bar Association 1987

REAL ESTATE MORTGAGE (For Consumer or Business Mortgage Transactions)

Timothy L. Schertz and Jeris M. Schertz, husband and wife

whether one or more mortgages, conveys and warrants to City of Stevens Point, a municipal corporation

in consideration of the sum of One Million Dollars loaned or to be loaned to Executive Place at Point, LLC

evidenced by Borrower's note(s) or agreement dated the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property").

1. Description of Property. (This Property is not the homestead of Mortgagor.) Tax Key # 08 07 14 1

See attached Legal Description.

- Check boxes for mortgage type: construction mortgage, Condominium Rider.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and

3. Escrow. Interest be paid on escrowed funds required under paragraph 8(a) on the reverse side.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT. (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed 10/26/2007 (Date)

(SEAL) (Type of Organization)

By: (Title)

By: (Title)

Signature of Timothy L. Schertz (SEAL)

Timothy L. Schertz

Signature of Jeris M. Schertz (SEAL)

Jeris M. Schertz

(SEAL)

AUTHENTICATION

Signatures of

authenticated this day of 19

Title: Member State Bar of Wisconsin or authorized under §708.08, Wis. Stats Attorney Louis J. Molepske This instrument was drafted by

OR ACKNOWLEDGMENT STATE OF WISCONSIN

County of PORTAGE This instrument was acknowledged before me on 10/26/07 by Timothy L. and Jeris M. Schertz

(Name(s) of person(s)) (Type of authority: e.g., officer, trustee, etc., if any)

Signature of Notary Public Louis S. Wlofke

Notary Public Portage County, Wis. My Commission Expires 12/31/08

*Type or print name signed above.

ADDITIONAL PROVISIONS

5. **Mortgage As Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of a promissory note(s) or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications of such promissory note(s) or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (1) any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purpose and agreed in documents evidencing the transaction to be secured by this Mortgage and (2) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, and (c) all interest and charges (all called the "Note"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage, and to the extent not prohibited by law costs and expenses of collection or enforcement. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Note has been paid according to its terms, (b) any commitment to make future advances under the Note has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Note and all other terms, conditions, covenants, and agreements contained in this Mortgage and the Note have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Note or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Note or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

8. Mortgagor's Covenants, Mortgagor covenants:

- (a) **Escrow.** To pay Lender sufficient funds at such times as Lender designates, if an escrow is required by Lender, to pay (1) the estimated annual real estate taxes and assessments on the Property, (2) all property insurance premiums when due, and (3) if payments owed under the Note are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance which Lender may cancel at any time. Upon demand, Mortgagor shall pay Lender such additional sums as are necessary to pay these items in full when due. Lender shall apply these amounts against the taxes, assessments and insurance premiums when due. Escrowed funds may be commingled with Lender's general funds;
- (b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Note;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
- (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it; and
- (j) **Subrogation.** That the Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

9. **Environmental Laws.** Mortgagor represents and warrants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property, (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may, after giving Mortgagor any notice and opportunity to perform which is required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any Note, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. **Default; Acceleration; Remedies.** If, (a) there is a default under any Note secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Note will become immediately payable unless notice to Mortgagor or Borrower and an opportunity to cure is required by §425.105, Wis. Stats., or the Note and, in that event, the Note will become payable if the default is not cured as provided in that statute or the Note or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Note, together with all sums paid by Lender as authorized or required under this Mortgage or any Note, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

13. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchaser deeds of conveyance pursuant to statute.

14. **Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Note, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Upon the occurrence of an event of default under this Mortgage or any Note, Lender shall be entitled to the rents and may, after giving Mortgagor any notice and opportunity to perform which is required by law, notify any or all tenants to pay directly to Lender all such rents. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Note. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Note, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. **Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

19. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

20. **Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

Doc# 713040

LEGAL DESCRIPTION

Doc# 713040
Doc# 749347

The Southeast 1/4 of the Northeast 1/4 of Section 7, Township 24 North, Range 12 East, Town of Helvetia, Waupaca County, Wisconsin.

That part of the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 24 North, Range 12 East, in the Town of Helvetia, Waupaca County, Wisconsin, described as follows: Commencing at the Northwest corner of said Section 8; thence South 2°11' West 660.48 feet along the West line of the Northwest 1/4 of said Section 8 to an iron pipe at the point of beginning of this description; thence continuing South 2°11' West 1027.25 feet along the said West line of the Northwest 1/4 of said Section 8, to an iron pipe; thence East 1283.34 feet to an iron pipe on the East line of the West 1/2 of the Northwest 1/4 of said Section 8; thence North 1°03' East 1026.67 feet along the East line of the West 1/2 of the Northwest 1/4 of said Section 8 to an iron pipe; thence West 1263.0 feet to an iron pipe on the West line of the Northwest 1/4 of said Section 8 and the point of beginning, lying West of Moen Road.

CITY OF STEVENS POINT

PERSONNEL COMMITTEE MEETING MINUTES

Monday, April 14, 2014 – 8:13 p.m.

Lincoln Center ~ 1519 Water Street

PRESENT: Chairperson O'Meara; Alderpersons Slowinski, Patton, Phillips

EXCUSED: Alderman Moore

OTHERS

PRESENT: Mayor Halverson; C/T Ladick; Clerk Moe; Attorney Beveridge; Alderpersons Suomi, Doxtator, R. Stroik, M. Stroik; Directors Ostrowski, Schrader, Schatschneider, Lemke; Assistant to the Mayor Pazdernik; Dennis Laidlaw; Chief Kujawa; Lorna Whalen; PFC President Schleihs; Jim Feigleson; Dana Haberman; Michael Haberman; Steve Shepro; Bob Fisch; Dave Worzalla; Ernie Quesada; Mary Ann Laszewski; Barb Jacob; Carrie Freeberg; Steve Louis; Todd Jacowski; Nate Enwald, Portage County Gazette; Brandi Makuski ~ SPCT; Human Resource Manager Jakusz

Chairperson O'Meara called the meeting to order.

1. Request to fill Bus Operator Vacancies

Human Resource Manager Jakusz stated that one vacancy is due to a resignation and the other is due to a retirement.

Alderman Patton moved to approve the request to fill the vacancies; Alderman Slowinski seconded. Ayes all, nays none. Motion carried.

2. Request to fill vacancy in Streets Division

Human Resource Manager Jakusz stated that an employee is retiring at the end of May and the request is to fill the resulting vacancy.

Alderman Slowinski moved to approve the request to fill the vacancy; Alderman Patton seconded. Ayes all, nays none. Motion carried.

3. Request for donation of time for employee

Motion by alderman Patton to approve the request per the recommendation of the Human Resource Manager [Based on prior practice my recommendation would be for the Committee to approve the donation of vacation, compensatory or holiday time after the employee has exhausted all of their accrued benefits and to direct me to

approach the Police and Fire bargaining units to see if they would be interested in participating as well], Alderman Slowinski seconded. Alderman Phillips stated that he is OK with this so long as sick leave cannot be donated. Ayes all, nays none. Motion carried.

4. Notice of Employee Participation in Political Activity

Alderman Slowinski moved to accept the notice and place it on file, Alderman Phillips seconded. Ayes all, nays none. Motion carried.

5. Pay lift for wing and tri-axle drivers, when operating those vehicles

Chairperson O'Meara stated that Alderman Wiza had requested this item being placed on the agenda and because he wasn't present to discuss the item, perhaps it should be postponed.

Alderman Slowinski moved to postpone the item; Alderman Phillips seconded. Discussion ensued.

Alderman R. Stroik stated his opinion that it would be appropriate to hear from the union.

Steve Louis stated that the use of a plow truck with a wing and a tri-axle increase productivity and are more difficult to operate. He added that this differential was added to the labor agreement in 2000. He added that staff were advised that no one would have wage cuts as a result of the pay study; he views this as a wage cut.

Alderman R. Stroik stated that the cost is minimal and feels it is more the principle of it; he feels it is right to re-implement and recommends taking action.

Mayor Halverson stated that the .18 differential is not an element of base wages. He added that it is a goal to have wings on all the trucks at some point. The majority of functions in the Streets Department can be contracted for, but the City wants to have employees and equipment on hand to perform snow removal.

Alderman Slowinski moved to approve the .18 differential for the operation of wing and tri-axle; Alderman Phillips seconded the motion stating that no wages were to be cut as a result of the pay study. Ayes all, nays none. Motion carried.

6. Amendment to Administrative Policy 3.01(11) (per Chief Kujawa)
Police and Fire Commission President Schlehs spoke in support of the amendment indicating it had been reviewed in depth and had the unanimous support of the Police and Fire Commission. He added that he had just become aware of the additional information included in the packet that was submitted by the Comptroller/Treasurer and Human Resource Manager.

Chief Kujawa also supported the amendment indicating that it is important to have her in uniform for all the reasons spelled out in her cover memo. She added that the Administrative staff always fell under the Local 484 contract for uniform reimbursement and all purchases fell under the 484 contract.

Chief Kujawa also requested consideration of the uniform articles purchased prior to the change in policy.

Comptroller/Treasurer Ladick referred to a purchase order from 2012 that included a note that indicated a note referencing, "after staff meeting the last time", and the requests and reimbursements continued to occur. The reimbursement for two shirts and a badge reached in November of 2013 was a solid compromise. He added that no the uniform allowances or reimbursements exist for other City Administrative Assistants; we wanted to be fair so we contacted area communities and found that those holding similar positions in Wausau, Wisconsin Rapids or Marshfield do not receive any uniform reimbursements for their Administrative Assistants. We are already more generous than our comparable municipalities.

He added that he has one of the best staffs; they are diligent in their duties and don't turn a blind eye; they don't "go along to get along", that's not the right thing to do. We fight for the City tax payers and make sure that expenses are appropriate. I'm asking you to support my staff in our efforts to make sure we're accountable to the City taxpayers.

Human Resource Manager Jakusz stated that based on the wording of the March 18, 2014 PFC agenda item relating to this matter it was not clear that a City Administrative Policy was being addressed. Had it been,

she would have attended and voiced her concerns to the Police and Fire Commission.

The issue first came to light several years ago, when Peter Ugorek was the Fire Chief it was discovered that this employee received an annual allowance for uniforms. At that time, the practice was amended to provide a uniform and discontinue providing the annual monetary stipend.

She read excerpts from e-mails between Sally McGinty (former Director of Emergency Management) and Chief Kujawa regarding concerns over a request for reimbursement for the Administrative Assistant and the Chief acknowledging the denial of the reimbursement request from last fall, as well as an e-mail she had received from Sally McGinty detailing proposed language for a City Policy governing uniforms for the Administrative Assistants in the Police and Fire Departments. She added that this was the language that was implemented.

Alderman Slowinski moved to deny the request to amend the City Administrative Policy 3.01(11), Alderman Phillips seconded.

Discussion ensued over the ability to take action on the reimbursement for the 2013 expense that was initially denied based on the wording of the agenda item.

Lorna Whalen, SPFD Administrative Assistant addressed the Committee voicing her concern over the changes to the clothing allowance. She stated that when she was hired nineteen years ago, Chief Ugorek put her in uniform he put her in uniform for a reason. She added that she may have, in listening to instructions by prior Chiefs of what she can order and what she should do, she may have been misled about what she could do but that was set straight and she has not done that since. To take it away would be somewhat detrimental; to wear a shirt five days a week would require her to do laundry every night. She would request that the City allow two shirts, two pairs of pants, shoes and a belt ~ she added that she doesn't wear these items anywhere but for work; these small significant items per year.

Action on the motion: Carried with a vote of 3 – 1; Alderman Patton dissenting.

Chairman O’Meara suggested that the item relating to reimbursement from last fall be placed on the May agenda.

7. Discussion regarding the appointment of Directors

Alderman R. Stroik stated that he requested this “discussion only” item be placed on the agenda.

Item relates to feedback given to the Mayor about his function between the Council and the Directors, as one past Director had told him that he was fired every two years and spent almost all his time trying to reapply for his job. He added that he has had some direct and indirect contact with former Directors, Don Popoff, Mike Morrissey, John Gardner and Jon Van Alstine and all of these former Directors felt the same way. This is not a good way to be competitive; at last week’s Special Council Meeting, it was stated that we messed up not setting ourselves up for good staff in the future.

The City Clerk obtained information from the comparables used in the pay study and no one does it like we do.

He feels the Mayor should have the power to appoint, but firing should require a second signature. He suggests keeping the hiring and appointment process the same, but changing from a two year term to an unlimited term. If an issue arises with a Director, the Mayor can have a closed session meeting with the Personnel Committee to discuss the issues and merits of a termination, just as we would with other employees.

He stated that this has nothing to do with the current Mayor. He reiterated the Mayor’s prior comment that this group works well together. He feels that makes this the perfect time to change it because there is no pressure as there would be if a Director were on the verge of not being reappointed, so what better time to address this in order to remain competitive and be able to attract and retain good quality Directors that know they won’t face re-appointment every two years. The change

would protect the City from a new Mayor stepping in and wanting all new Directors; that wouldn't be good for us.

Chairperson O'Meara stated that a rogue Council that disliked the Mayor could reject all appointments brought forward by the Mayor. This gives an inordinate amount of power to the Council if the Council wants to do mischief. Under what you are proposing, the Mayor is the only one who could initiate termination; right now the Council has that authority every two years.

Alderman R. Stroik stated that the Council was told that the future competitive ability to attract and retain employees is in question due to wages. I will contend that wage is an issue for about one week after a wage adjustment or hire then it always goes back to job duties, job satisfaction comfort level, familiarity with surroundings – many things go into job satisfaction. Alderman R. Stroik suggests that the Personnel Committee look into this further. Future competitiveness is a concern for our salaries; this should be as well. Past Directors have indicated that any Council members can contact them to discuss this. It's not an effort to protect current Directors either; Mayor Halverson shouldn't any offense at this, it's trying to better the City.

Alderman Patton questioned Alderman Stroik regarding his statement, "nobody does it like we do", it referring to the terms. Alderman R. Stroik replied that is referring to the two-year terms.

Alderman Phillips stated that it's a worthwhile discussion.

Alderman Slowinski thinks it's a good idea and merits consideration. He stated that he's heard comments from potential candidates concerned about the two year appointment process.

Chairman O'Meara stated the topic warrants additional thought and consideration.

Mayor Halverson stated that in practicality, his style and the way he looks at this office is the reasoning for this discussion, although he appreciates Alderman R. Stroik's attempt to make him think otherwise, we know

differently, the style and the way in which we go after projects is important. He does not apologize for that. The Mayor in current form has the ability to set vision and articulate that vision.

If we move to other structure it will change the office of the Mayor.

Requiring a majority vote of the Common Council for just cause to remove those individuals will result in a worse situation as it relates to getting objective information. The Council feels they are not getting objective information today; that communication is distorted you will have a worse situation with department heads addressing Alderpersons and in essence telling them anything they wanted to hear, in essence to protect their employment.

The two year term is an anomaly but it allows for significant performance evaluation on an on-going basis. The two year term is referenced in job descriptions for these positions and is addressed during interviews so candidates are aware of this. The Mayor can choose to not appoint; the Council can choose to not affirm; it allows flexibility for both parties.

He stated that the current mix of department heads are remarkably smart and work well as a team. He recognizes the concern over checks and balances, however that works both ways.

In forty years no department head under two year term has not been reappointed or been released.

Directors hold a separate edge for effectiveness and responsiveness based on their two year appointment, there is an added element to the performance the Mayor could command of those he or she is appointing. The Council has a say with every project that is brought forward. It's not our role to exclusively protect those employees in their jobs. It is clearly not surprising that past Directors would say their jobs would have been easier if not for the appointment process.

He stated that this shouldn't be about him and it obviously is. He added that this change would be a monumental shift. If the Council is going to go that far, they may as well go to a part time ceremonial Mayor and hire

a City Administrator or City Manager that they could have complete control over. If the Council wants to look at the authority that rests with the Mayor, you should go the whole way.

Alderman Phillips stated that he is accountable every two years as an Alderman.

Former Mayor Jim Feigelson stated that serving a community increases your love for the community and he thanked the Alderpersons for their service.

He stated that the City has had a two year appointment process for the last forty years and there's nothing wrong with it. Open-ended appointments allow time to slip by; keep governance as it has been as it allows for a natural review process.

Former Mayor Mike Haberman indicated that former Mayor Gary wanted to be here as well. He also voiced his opinion that the proposal is indeed tied to the current Mayor. He recognized that he is a very aggressive Mayor. He added that this shouldn't be about the Mayor, it should be about how the City has been governed for the last forty years; the current system allows for checks and balances, and works very well.

8. Motion by Alderman Slowinski, second by Alderman Phillips to adjourn into closed session at 9:28 p.m. pursuant to Wisconsin State Statutes 19.85(1) (e) [conducting other specified public business, whenever competitive or bargaining reasons require a closed session] for an update on bargaining with Fire and Transit Units.

Roll Call: O'Meara, Phillips, Patton, Slowinski

Ayes all; nays none. Motion carried.

9. Motion by Alderman Patton, second by Alderman Slowinski to return to open session (9:41 p.m.).

Roll Call: O'Meara, Phillips, Patton, Slowinski

Ayes all; nays none. Motion Carried.

10. Recommendation of ratification of 2013 – 2015 IAFF Local 484 Tentative Labor Agreement

Motion by Alderman Patton, second by Alderman O'Meara to recommend ratification of the 2013 – 2015 IAFF Local 484 Tentative Labor Agreement. Ayes all, nays none. Motion carried.

11. Adjournment ~ 9:44 p.m.

CITY OF STEVENS POINT

SPECIAL PERSONNEL COMMITTEE MEETING MINUTES

Monday, March 17, 2014 – 6:45 p.m.

City Council Chambers – 1516 Church Street

PRESENT: Chairperson O'Meara; Alderpersons Slowinski, Moore, Patton, Phillips

OTHERS

PRESENT: Mayor Halverson; C/T Ladick; Clerk Moe; Attorney Beveridge; Alderpersons Doxtator, R. Stroik, Wiza, Trzebiatowski, M. Stroik; Directors Schrader, Schatschneider, Lemke; Human Resource Manager Jakusz

Chairperson O'Meara called the meeting to order.

1. Request to fill vacancy – Engineering

Director Schatschneider stated that he'd like flexibility in the recruitment process utilized to fill the Engineer's position. He thought it may be possible to attract a highly skilled technician or perhaps an engineer in training to fill the vacancy. Chairperson O'Meara voiced his support of the Director's ideas.

Alderman Trzebiatowski asked if we would be able to fulfill statutory requirements. Director Schatschneider indicated that he has his PE License so we would meet all statutory requirements.

Motion by Alderman Patton, second by Alderman Slowinski to approve the request to fill the vacancy. Ayes all, nays none. Motion carried.

2. Request to fill vacancy – City Clerk's Office

Reference was made to the memo included in the packet from the City Clerk.

Alderman Moore questioned whether we need to expedite settlement of the pay plan. Human Resource Manager Jakusz stated that based on the Council's approval, the pay plan modifications were implemented as of January 1, 2014.

Alderman Phillips asked Clerk Moe if this will cause an issue with the upcoming election. Clerk Moe replied that the department will do okay.

Motion by alderman Slowinski, second by Alderman Phillips to approve filling the vacancy. Ayes all, nays none. Motion carried.

Meeting adjourned at 6:55 p.m.

Board of Water and Sewerage Commissioners

Monday, April 14, 2014

12:00 P.M.

MINUTES

PRESENT: Paul Adamski, Eugene Tubbs, Jim Cooper, and Carl Rasmussen.

ALSO PRESENT: Joel Lemke, Jeremy Cramer, Gary Kuplic, Rob Molski, Mary Klesmith, and Jaime Zdroik.

Excused Absence: Mae Nachman

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ADMINISTRATION

1. **Approval of minutes of the March 10, 2014 meeting.**

Motion made by Carl Rasmussen, seconded by Eugene Tubbs to approve the minutes of the March 10, 2014 Water & Sewerage Commission meeting.

Ayes all. Nays none. Motion carried.

2. **Consideration and possible action on issuing RFP's for architectural/design services for a new garage and Class "A" Biosolids/Nutrient Harvesting Facility.**

The Biosolids/Nutrient Harvesting Facility has been slated on the Capital Improvements Plan a few years out. Joel stated it will cost nothing to request RFP's and get responses back on these items. After we would get responses back they would be brought back to the Commission for possible approval. Part of the reason they were requesting RFP's for both is because building space is limited. There is property that isn't immediately adjacent to Wastewater facilities which we may end up using. Joel stated part of the reason for building the biosolids/nutrient harvesting facility is due to regulatory issues that will be coming. With our next permit renewal our effluent limits will be affected and when that happens our ability to apply our biosolids on the fields we currently do will probably be affected in a large way which leaves us with fewer options. One option is a Class "A" product which we could possibly sell. Jeremy stated the last upgrade to the WWTP was in 1993. When upgrading the plant, they determined that at some point within 20 years, another sludge storage tank would need to be built. They designed it for 3 sludge storage tanks but only built 2 at that time. The biosolids study that was done showed the area around Stevens Point is not the best for land application. West of the river we have poor soils and high ground water and East of the river is sandy soils but is all food crop and biosolids can't be applied in those areas. There is also a huge wellhead protection area that really limits area as well, so we have very few areas where biosolids can be applied. If the effluent limit is reduced then the phosphorous ends up in our biosolids at the same time the State is making farmers more responsible for their phosphorous. So what happens is we will have biosolids really high in phosphorous that can't be applied to those farmers' fields and our hauling costs would increase greatly.

The Commission would like to see cost-justifications for both projects along with the responses received from the RFP's.

Jeremy stated we would look at options to try to make money off of selling the phosphorous/fertilizer but it would have to be a Class "A" product in order to this.

The existing Water Garage was built in 1984, since then we have taken on two new departments, Collections and Storm Water, therefore we have grown and are in need of more garage space. The old building could become a cold-storage facility and the staff would then move to the new garage.

Motion made by Carl Rasmussen, seconded by Jim Cooper to approve issuing RFP's for architectural/design services for a new garage and Class "A" Biosolids/Nutrient Harvesting Facility along with a more detailed cost-justifications for both projects.

Ayes all. Nays none. Motion carried.

II. **ACCOUNTING**

3. **Discussion and possible action on the following:**

a. **Claims for the Water Department.**

Paul Adamski presented the statement of claims for the Water Utility for March. The balance as of March 1, 2014 was \$5,031,912.69; the bank deposits recorded in March 2104 was \$599,061.17. Checks issued since the March 2014 meeting numbered 47781 through 47868 were in the amount of \$520,440.39. The net balance on hand April 14, 2014 was \$5,110,533.47.

Motion made by Eugene Tubbs, seconded by Carl Rasmussen to approve the Water Utility claims for the month March 2014 as audited and read.

Ayes all. Nays none. Motion carried.

b. **Claims for the Wastewater Department.**

Paul Adamski presented the statement of claims for the Sewage Treatment Utility for March. The balance as of March 1, 2013 was \$5,605,433.71; the bank deposits recorded in March 2014 were \$261,459.12. Checks issued since the March 2014 meeting numbered 30212 through 30263 were in the amount of \$386,267.61. The net balance on hand April 14, 2014 was \$5,480,625.22.

Motion made by Jim Cooper, seconded by Carl Rasmussen to approve the Sewage Utility claims for the month of March 2014 as audited and read.

Ayes all. Nays none. Motion carried.

c. Claims for Stormwater Department.

Paul Adamski also presented the statement of claims for the Stormwater Utility for March. The balance as of March 1, 2014 was \$420,772.35. The bank deposits recorded in March 2014 were \$76,224.75. Checks issued since the March 2014 meeting numbered 1128 through 1138 were in the amount of \$18,488.51. The net balance on hand April 14, 2014 was \$478,508.59.

Motion made by Carl Rasmussen, seconded by Eugene Tubbs to approve the Stormwater Utility claims for the month March 2014 as audited and read.

Ayes all. Nays none. Motion carried.

d. Establishing an internally restricted fund in the Storm Water Dept. for future replacement costs of back-hoe and televising trailer.

These have been created in the past to put money aside and be able to track funds for some of our larger equipment so when replacement cycles come up we would have the money to do this.

Motion made by Eugene Tubbs, seconded by Jim Cooper to approve establishing an internally restricted fund in the Storm Water Department for future replacement costs of back-hoe & televising trailer.

Ayes all. Nays none. Motion carried.

e. Purchasing new copier/printer/scanner for office.

The Wastewater Department's current copier isn't functioning well and needs to be replaced. Instead of getting a new one for their office, our current copier/printer/scanner would be a good fit for them and due to the volume the Water Department does the new equipment would stay here.

Krebs Business Machines provided us with quotes for two different machines very similar in price.

Motion made by Carl Rasmussen, and seconded by Eugene Tubbs to transfer old copier/printer/scanner to the Wastewater Department and purchase a new one for the Water Department in an amount not to exceed \$9,495.00.

Ayes all. Nays none. Motion carried.

III. **WATER OPERATIONS**

4. **Report on water distribution operations.**

Gary stated the crew has been dealing with frozen services, mains, leaks etc. and besides that everything is going well. We still have three frozen water mains and the number of frozen services has slowed down.

The water operation reports were distributed and reviewed.

A total of 18 valves have been operated in 2014.

5. **Report on water supply operations.**

Our pumpage in March was 147,561,000 gallons, an increase of 6,224,000 gallons of water from March 2013.

IV. **SEWAGE TREATMENT OPERATIONS**

6. **Report on Collection System Maintenance.**

Rob stated everything is going well. Had a few frozen sewer mains but those have decreased as well.

The sewer report for the month of March was reviewed by the Commission.

7. **Report on sewage treatment operations.**

Jeremy stated a new graph showing RAW B.O.D. lbs/day has been included. This graph shows the spike in B.O.D.'s when the Stevens Point Brewery is sending loads to the plant. This is one of the reasons we are coming to you for RFP's for a Class "A" Biosolids/Nutrient Harvesting Facility.

B.O.D. (7 average ppm), Phosphorus (0.466 average ppm) and Suspended Solid (7.84 average ppm) limits were met for the month of March 2014.

8. **Consideration and possible action on purchasing new televising equipment.**

Joel stated we have been putting money aside for replacing the televising equipment but it wasn't on the Capital Improvements Plan approved for 2014. This televises both sanitary and storm sewers. The new one will accommodate televising the storm sewers because the camera has a lift option and the ability to steer. This equipment was demoed and staff approved.

Motion made by Jim Cooper, seconded by Carl Rasmussen to approve purchasing new televising equipment in an amount not to exceed \$133,087.00.

Ayes all. Nays none. Motion carried.

9. **Consideration and possible action on awarding the Influent Pumping & pH Control Project to Staab Mechanical.**

Joel stated these go to Public Works for approval because of the statutory method in how we work but he wanted the Commission's approval. The low bid came from Staab Mechanical. The influent building has two huge screw pumps and is set up for three but instead of installing another screw pump they would install a submersible pump that can pump our average day flow on a lower horsepower, saving energy. This would also include installing a bypass channel around our fine screens so they don't get damaged. The pH control is a regulatory item that was in our last permit renewal stating we need to have a method of controlling the effluent pH going out of the plant.

Motion made by Eugene Tubbs, seconded by Jim Cooper to approve awarding the Influent Pumping & pH Control Project to Staab Mechanical in the amount of \$410,100.00.

Ayes all. Nays none. Motion carried.

10. **Consideration and possible action on amending the Engineering Services Agreement with Donohue & Associates to include bidding assistance and selected construction phase engineering services to the Influent Pumping & pH Control Project.**

Joel stated the initial agreement only took us through design. Since the project was just approved in order to get us through construction we asked for an

amendment to the initial agreement to include bidding assistance and selected construction phase items.

Motion made by Carl Rasmussen, second by Jim Cooper to approve amending the Engineering Services Agreement with Donohue & Associates to include bidding assistance and selected construction phase engineering services to the Influent Pumping & pH Control Project in an amount not to exceed \$64,040.00.

Ayes all. Nays none. Motion carried.

V. STORMWATER OPERATIONS

11. **Report on Stormwater operations.**

Nothing to report.

VI. DIRECTOR'S REPORT

12. **Verbal Report.**

Nothing to report.

The next Water & Sewerage Commission meeting will be on Monday, May 12, 2014 at noon.

VII. ADJOURNMENT

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

MEETING ADJOURNED
12:44pm

BOARD OF WATER AND SEWERAGE COMMISSIONERS

EUGENE TUBBS, SECRETARY

Minutes
Transportation Commission Meeting
Thurmaier Room- 2700 Week Street
April 10, 2014

Commission members in attendance: Chairperson Nichole Lysne, Bob Woehr, Elbert Rackow, Ald. Mary Stroik, Ald. Jeremy Slowinski

Excused: Fred Hopfensperger, Hans Walther

Others present: Paul Stroik; Village of Whiting, Sam Levin; Village of Whiting, Director; Joel Lemke, Transit Manager; Susan Lemke

The meeting was called to order at 5:37 p.m. by Chairperson Nichole Lysne.

1. Approval of the February 27, 2014 Transportation Commission minutes.

Elbert Rackow moved to approve the minutes of the February 27, 2014 Transportation Commission meeting. Ald. Mary Stroik seconded. Ayes all; Nays none; Motion carried.

2. Whiting Bus Service.

As a follow up to Sam Levin's previous request to develop direct routes for Whiting residents to grocery store shopping, Manager Lemke presented information on the following: the number of minutes Whiting residents are currently on the bus to get to and from grocery shopping opportunities; staff responses to Sam's suggested new route ideas; a revised route suggestion from transit staff; and costs pertaining to revised or suggested routes. Statistics were also gathered regarding the number of connection riders that are transferring from Plover Taxi to Stevens Point Transit. It was determined that approximately 49% of all documented Whiting rides are individuals using the connection transfer at Tommy's Turnpike.

The Village of Whiting is currently paying \$18,250 for public transit service. It was determined that this amount should be reviewed to reflect current operational and capital costs for service. The total cost of service, based on operational costs at \$39,019 and capital costs at \$2,945 in 2014, total \$41,964. The Commission felt consideration should be given to granting Whiting an allowance for the 49% of riders who are not Whiting residents, who are either Plover or Stevens Point residents who board in Whiting, and are therefore counted as Whiting rides. They ride the bus through Whiting to travel between Plover and Stevens Point, etc. With a 49% allowance on the operational cost of the service, (not to include the capital cost reimbursement), the current amount of subsidy should be \$22,845. This cost would only apply to the current service provided to Whiting or the route revision proposed by Transit Staff which would not include added miles to the service and continue to offer connection service at Tommy's Turnpike. A route providing direct service from Whiting to Crossroad Commons, which Sam suggested we study, would reflect full cost to Whiting due to extra requested miles and the elimination of the connection at Tommy's Turnpike transfer.

Bob Woehr moved to have the Transit Manager prepare a draft agreement, which would reflect the current operational and capital costs for the current public transportation service provided by the City of Stevens Point for the Village of Whiting, or the route revision Transit staff proposed. The draft shall be presented to the Village of Whiting Board President who will offer it to the Village Board for review. The cost shall reflect a 49% adjustment for connection rides. Upon approval of the Village of Whiting Board an agreement will be established between the City of Stevens Point and the Village of Whiting effective January 1, 2015, which will reflect operational and capital costs as budgeted in the 2015 Transit budget, and annually thereafter. Ald. Jeremy Slowinski seconded. Ayes all; Nays none; Motion carried.

3. February 2014 claims/financial report.

Bob Woehr moved to approve the February 2014 claims/financial report. Elbert Rackow seconded. Ayes all Nays none; Motion carried.

6. Manager's Report:

➤ **Staff Update**

The Transit Division part-time LNT Supervisor position has been filled by a Bus Operator who applied for the position, creating a Bus Operator vacancy. Two additional vacancies remain, one due to a retirement and the other due to a resignation. Management is in the process of filling the vacancy due to the resignation and will proceed in filling the other two vacant positions following approval by the Personnel Committee to do so.

➤ **Outstanding Public Service Award**

Manager Lemke received an Outstanding Public Service Award from the Wisconsin Urban and Rural Transit Association at the WURTA Legislative Day, held on March 4, 2014 in Madison at the State Capitol building.

Bob Woehr moved to approve the Manager's report and place it on file. Elbert Rackow seconded. Ayes all; Nays none; Motion carried.

7. Next meeting date.

The next Transportation Commission meeting will be held on Thursday, May 22, 2014 at 5:30 p.m.

8. Adjournment.

The meeting was adjourned at approximately 7:00 p.m.



Police and Fire Commission

City of Stevens Point
1515 Strong's Avenue
Stevens Point WI 54481

David Schleih, President
(715) 346-1508

March 18, 2014
4:01 p.m.

- 1. Roll Call:** Commissioners Hanson, Kirschling, Schleih and Wescott
Commissioner Taylor, excused (appeared telephonically for closed session)

Also

Present: Police Chief Kevin Ruder, Fire Chief Tracey Kujawa, Mayor Andrew Halverson, City Attorney Logan Beveridge, Alderperson Tony Patton, Alderperson Mike Wiza, Assistant Chief Joe Gemza, Assistant Chief Bob Finn, Sgt. Tony Babl, Officer Mike Bink, Officer Ted Wanta, Administrative Assistant Lorna Whalen, Records Bureau Supervisor Lee Ann Spoon, Brandi Makuski -Stevens Point City Times, Larry Lee -WSAU

- 2. Adjourn into closed session (approximately 4:00 p.m.) pursuant to Wisconsin Statutes sec. 19.85 (1) (c) (considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility) for discussion of a contingency plan for filling the position of interim fire chief.**

Commissioner Kirschling moved, seconded by Commissioner Hanson, to adjourn into closed session

Ayes, all; nays, none. Motion carried.

- 3. Reconvene into open session (approximately 4:20 p.m.) for possible action.**

Commissioner Wescott moved, seconded by Commissioner Hanson, to reconvene into open session.

Ayes, all; nays, none. Motion carried.

Commissioner Schleih moved, seconded by Commissioner Wescott that Mayor Halverson, President Schleih and Commissioner Wescott meet later this week to come up with a plan to present to the commission at a meeting to be scheduled for March 25th at 4:00 p.m.

Ayes, all; nays, none. Motion carried.

4. People to be heard and announcements

Aldersperson Wiza expressed concern about the way the Council found out about Chief Kujawa being a finalist for the Wausau Fire Department position. He would like an explanation as to why the commission didn't make the council aware of this and would like an assurance that this will not happen in the future. The email with the explanation can be channeled through the City Clerk's office.

5. Veterans Liaison Officer Update

Officer Mike Bink reported the deadline to return the veteran's survey was January 31st. A total of 4,700 surveys were sent out and only 118 replies were received. Of the surveys that were received there was a fairly high correlation (75%) that veterans are in favor of a resource center.

Officer Bink is continuing to reach out to the veterans in the community by attending as many of the American Legion meetings as possible. He also checks in on local veterans when time permits.

The Commission commended Officer Bink for his continued work with the veterans.

6. "Run from the Cops 5K" Fundraiser Event

Sgt. Tony Babl briefed the commission on a fundraiser the Police Officers Organization would like to host to raise money for their organization as well as to help support non-profit agencies in the city's jurisdiction.

The event would be a 5K run within the city limits and would be held on October 4, 2014. The event would be staffed by off-duty SPPOO members and volunteers and would last between two and three hours.

The commission is asking that the SPPOO confer with the city attorney regarding insurance related liability issues.

Commissioner Schleihs moved, seconded by Commissioner Kirschling, to approve the Stevens Point Police Officers' Organization to move forward with the "Run from the Cops 5K" fundraiser event on October 4, 2014. The SPPOO will proceed through the appropriate channels for approval of the fundraiser event.

Ayes, all; nays none. Motion carried.

7. Fire Department Administrative Policy 3.01 (11)

At the end of January 2014 Chief Ruder, Chief Kujawa, Commissioner Wescott and Commission Schleihs met to discuss uniform attire of non-sworn staff of the police and fire departments. Everyone agreed the police and fire chiefs should determine which employees in their department should wear uniforms.

City Administrative Policy 3.01 (11), Uniform Clothing Allowance, specifically addresses the Administrative Assistants in the Police and Fire Departments. The policy states if the Administrative Assistants are required to wear uniforms, the city will provide uniform shirt and badge.

Chief Kujawa asked the commission for their support in allowing Administrative Assistant Lorna Whalen to maintain a uniform allowance and purchase a full uniform, not simply a uniform badge and shirt. Chief Kujawa is specifically requesting that Lorna be allowed to purchase uniform pants, uniform shirts, belts and black work shoes.

Also, Lorna purchased uniform items totaling \$114.85 on December 19, 2013. Chief Kujawa is asking the commission for their consent to pay this outstanding invoice on Lorna's behalf.

Commissioner Schleihs moved, seconded by Commissioner Kirschling:

- To support the Fire Chief's recommendation that the Personnel Committee be petitioned to modify Administrative Policy 3.01 (11) to allow the chiefs, at their discretion, to place civilians in uniform. If the chiefs decide to place civilians in uniform, they will be permitted to purchase two (2) shirts, two (2) pairs of pants, one (1) belt and one (1) pair of black shoes.
- The Commission will support payment of uniform costs incurred by Lorna Whalen in 2013 reference invoice 156671 in the amount of \$114.85 out of an account at the discretion of the City Treasurer.

Ayes, all; nays, none. Motion carried.

8. Stevens Point Fire Department Strategic Strategy

The Fire Department participated in eight strategic planning sessions from May through September 2013. It was through these sessions that the components of the plan were created. Strategic Planning participants included Captain Davis, Lt. Moody, MPO Pingel, FF/PM Koch, FF/PM Howard, FF/PM Molnar, FF/PM Karpinski, Administrative Assistant Whalen, AC Finn, AC Gemza and Chief Kujawa. The facilitator was Nathan Sandwick.

The components of the Department's strategic plan provide a consistent framework for all planning decisions, actions and short and long range initiatives. The plan consists of the following:

- Vision statement
- Mission Statement
- Core values
- Strategic issues
- Desired action steps
- SWOC (strengths, weaknesses, opportunities, challenges)

Mission of the Fire Department:

The Stevens Point Fire Department exists to Serve in a Professional and Friendly manner with a Dedicated and Dependable team.

The Stevens Point Fire Department Core Values:

- Professionalism
- Respect
- Integrity
- Compassion
- Excellence

What's next for the Fire Department:

- Embrace strategic plan
- Develop a slogan
- Know and live the mission, vision and values
- Get involved in accomplishing strategic objectives
- Review action steps/items and develop an implementation matrix
- Achieve strategic objectives

The Department will keep the commission updated periodically on the progress of the strategic plan.

9. PFC Administrative Procedure – Section 4

Section 4 was discussed.

Commissioner Hanson moved, seconded by Commissioner Wescott, to approve Section 4 as presented.

Ayes, all; nays, none. Motion carried.

10. Municipal Court update

The Municipal Court Oversight Committee was formed in March and consists of Andrew Halverson, Dan Schlutter, Mike Wiza, Joanne Suomi, and Tom Davies. Andrew Halverson was unanimously voted chairman.

The Committee will appoint a judge and clerk to serve until 2016 when the Judge will become an elected official and appoints his or her own clerk. The court is expected to become active in June. The Court will hear cases of municipal ordinances violations, traffic offenses and first offense OWI.

The committee meets Tuesday, March 25th to review the applicants for the position of Municipal Court Judge. The deadline to apply for Municipal Court Judge is Monday, March 24, 2014 at 12:00 noon.

11. Consent Agenda

- a. Minutes – February 4, 2014
- b. Monthly bills
- c. Fire Chief's Report/EMS Report
- d. Police Chief's Report

Commissioner Wescott moved, seconded by Commissioner Hanson, to approve the consent agenda items as outlined above.

Ayes, all; nays, none. Motion carried.

12. Adjournment.

The meeting adjourned at 6:15 p.m.



Police and Fire Commission

City of Stevens Point
1515 Strongs Avenue
Stevens Point WI 54481

David Schleih, President
(715) 346-1508

March 25, 2014
4:00 p.m.

1. **Roll Call:** Commissioners Hanson, Kirschling, Schleih, and Wescott
Commissioner Taylor (appeared by telephone)
2. **Adjourn into closed session (approximately 4:00 p.m.) pursuant to Wisconsin Statutes sec. 19.85 (1) (c) (considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility) for discussion of a contingency plan for filling the position of interim fire chief.**

Commissioner Schleih moved, seconded by Commissioner Wescott, to adjourn into closed session

Ayes, all; nays, none. Motion carried.

3. **Adjournment.**

The meeting adjourned at 5:30 p.m.

**MEETING MINUTES
BOARD OF PARK COMMISSIONERS
WEDNESDAY, APRIL 2, 2014**

1. **Roll Call**
2. **Approval of the February 5, 2014 Minutes**
3. **Recognizing Groups/Organizations that have contributed to Improving our Parks, Recreation and Forestry for the Citizens of Stevens Point**
4. **Update on 2014 Capital/Summer Projects**
5. **Director's Report**
6. **Adjournment**

Roll Call

Present: Bahling, Freckmann, Glodosky, McDonald, Ald. O'Meara, Ald. Slowinski, Ald. Wiza,
Excused: Hall, Okonek, Sorenson, West,

Also Present: Director Tom Schrader, Betty Bruski Mallek, Chris Wiza

2. Approval of the February 5, 2014 Minutes

Motion by Ald. Wiza, seconded by Ald. Slowinski, to approve the February 5, 2014 minutes and place them on file.

Ayes all; Nays none; Motion carried.

3. Recognizing Groups/Organizations that have contributed to Improving our Parks, Recreation and Forestry for the Citizens of Stevens Point.

Director Schrader asked the Commissioners to consider some kind of criteria to nominate individuals, groups, or organizations that have contributed to improving the Parks, Recreation and Forestry for the citizens of Stevens Point. A suggestion was to have criteria in place to nominate service groups to have their names listed on a "wall of fame" or something else to recognize organizations that donate to our parks, recreation services and forestry in Stevens Point. An example most recently is the Audubon Society who raised \$5,000.00 in 3 weeks and donated it all back for trees. Another suggestion is to list donors and give recognition by placing an ad in the papers or on the backside of the "Riverfront Rendezvous" brochure.

The commissioners agreed to forward suggestions and recommendations of criteria thresholds to Director Schrader who will compile the list for the next Board meeting. Not only monetary donations but volunteer hours would be considered.

4. Update on 2014 Capital/Summer Projects

Director Schrader distributed a handout listing the 2014 capital/summer projects of the Parks and Recreation Department. Equipment replacement includes replacing 3 riding lawnmowers, replacing 4 pickup trucks, replacing a ball diamond groomer, replacing a lawn sweeper, replacing the Cushman with a different type of utility vehicle and replacing the main pool filters. The improvement/repair projects include reroofing the Parker Building, reroofing the Mead restroom shelter building, repaving Iverson Park roadway and parking lots, repaving the Mead Park bike path, resurfacing the restroom floors at Community Stadium, replacing the rubber flooring in the restrooms at the KB Willett Arena, replacing the sound system at the KB Willett Arena, relocating the First Aid room in the KB Willett Arena, tree planting on Ellis Street and landscaping the new downtown parking lot. Spring tree

planting is scheduled and the Forestry Department will be assisting in the Bukolt Avenue reconstruction. Upgrades will be done at the pool.

Director Schrader stated regarding to the replacement of the Cushman that the department is looking at a Bob Cat with tracks to be able to get into areas that we can't get into now. It will cost more than the Cushman. The repaving of Iverson Park roadway and parking lots won't get done until after the parks close for reservations in early October. Some of the things at the Willett Arena are original from the early 80's like the flooring and the sound system. The sound system hasn't been updated with the expansion of Willett.

Parks will also be purchasing equipment for the city radio station. This radio station will simobroadcast what is on 984 but in an event of storm warnings and other emergencies, we can cut in and make the announcements to the public as to what to do.

Commissioner Bahling asked if these items are all in the budget. Is this the standard amount of work for this year? It seems like a pretty aggressive amount of work to undertake. Director Schrader stated that more was placed in this year's budget. Alderman O'Meara said there was a little bit more money to work with in the budget this year than last year.

5. Director's Report

Director Schrader reported:

- The final copy of the new logo with the Annette and Dale Schuh name on it for the Riverfront Arts Center is ready. He distributed copies. A dedication will take place in May.
- Saints Hockey non-payment made the papers. This is a rare instance because it has never happened before. All vendors have paid for their ice time. It's in the hands of the City attorney. The Hockey Association is also working with the City to get payment of this debt.
- The Ice Show is this week-end at the Willett with about 130 skaters.
- Community Stadium may be drying up enough for games this weekend. Ball diamonds are clear of snow but still frozen.
- Forestry has been working on small structure pruning. About 13% of our street trees are Ash.
- The Forester, Todd Ernster, will be doing an article in the paper about tree species selection. We'll be asking and encouraging residents to buy different species of trees.
- Tennis nets were put up this week, however the weather is not cooperating for Spring.
- Remodeling is taking place at the Park garage at Bukolt Park which was vacated by Transit.
- Bathrooms at K.A.S.H, Bukolt and Pfiffner are being readied for use.
- The Easter Egg Hunt is scheduled for Saturday, April 19th at Pfiffner Park and at SPASH if the park is not ready.
- A draft copy on the history of Iverson Park was submitted by Jim Buchholz and will be available online after review.

Ald. Slowinski asked about the date for community volunteers to help with placement of bark in the downtown area. Director Schrader stated a date hasn't been scheduled yet but he'll have the Forester get back to the Alderman with details.

Ald. Wiza invited everyone to Bukolt on Thursday, May 15th at 5:00 p.m. to the UW unveiling of their depth maps of the Wisconsin River. More details to follow.

6. Adjournment

Motion by O'Meara, seconded by Glodosky to adjourn at 6:55 p.m.

Ayes all; Nays none; Motion carried.

COMPTROLLER-TREASURER REPORT
for the period ending February 28, 2014

	Bal February 1, 2014	Receipts	Disbursements	Bal February 28, 2014
GENERAL OPERATING CASH	\$7,542,437.55	\$2,915,248.16	\$10,068,736.21	\$388,949.50
WATER & SEWER (CASH & INVEST) (includes airport, transit , stormwater)	\$11,390,635.04	\$1,372,046.67	\$976,051.28	\$11,786,630.43

INVESTMENTS	Bal February 1, 2014	TRANSFER IN	TRANSFER OUT	Bal February 28, 2014
GENERAL	\$28,560,410.77	\$0.00	\$0.00	\$28,560,410.77
SPECIAL REVENUE	\$581,864.12	\$0.00	\$0.00	\$581,864.12
DEBT SERVICE	\$7,412.38	\$0.00	\$0.00	\$7,412.38
CAPITAL PROJECTS	\$8,504,965.11	\$0.00	\$248,703.08	\$8,256,262.03
ENTERPRISE	\$184,092.07	\$0.00	\$0.00	\$184,092.07
TRUST	\$213,751.81	<u>\$0.00</u>	<u>\$0.00</u>	\$213,751.81
TOTALS	<u>\$38,052,496.26</u>	<u>\$0.00</u>	<u>\$248,703.08</u>	<u>\$37,803,793.18</u>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$3,297,058.00	\$859,287.17	26.06%	GENERAL	\$21,637,033.00	\$12,471,512.26	57.64%
POLICE	\$5,015,554.00	\$943,622.24	18.81%				
FIRE	\$4,741,710.00	\$929,150.62	19.60%				
PUBLIC WORKS	\$5,738,205.00	\$950,703.21	16.57%				
PARK & REC	\$1,999,709.00	\$283,895.60	14.20%				
CAPITAL PROJECTS	\$649,674.00	\$72,465.16	11.15%				
DEBT SERVICE	\$5,310,624.00	\$1,701,174.67	32.03%				
YTD TARGET	16.66%						