

AMENDED
City of Stevens Point
REGULAR COUNCIL MEETING

Council Chambers
County-City Building
1516 Church St

November 16, 2015
7:00 P.M.

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. *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.
4. Persons who wish to address the Mayor and Council for up to three (3) minutes on a non-agenda item.
5. Presentation by Carl Rasmussen on U.W. Stevens Point building history.

Consideration and Possible Action on the Following:

6. Minutes of the Regular Common Council meeting of October 19 and the Special Common Council meeting of October 13, 2015.
7. Minutes and actions of the Plan Commission meeting of November 2, 2015.
8. Ordinance Amendment – amend the Official Street Map of the City of Stevens Point to widen Maria Drive by approximately 33 feet northward, between First Street and Second Street, a distance of approximately 247 feet.
9. Resolution – Conditional Use Permit – 172 West Clark Street and 1201 West Whitney Street – to construct a parking lot.
10. Minutes and actions of the Public Protection Committee meeting of November 9, 2015.
11. Minutes and actions of the Board of Public Works meeting of November 9, 2015.
12. Ordinance Amendment – Amending Chapter 7 Health and Sanitation - Collection of Garbage, (Section 7.06 of the RMC).
13. Minutes and actions of the Finance Committee meeting of November 9, 2015.
14. Resolution relative to the authorization of Worker's Compensation Self-Insurance.

15. Ordinance Amendment – Repealing two-thirds majority requirement for resolutions appropriating funds and Council Action regarding demands against the City(Sections 2.19 and 2.23 of the RMC).
16. Minutes and actions of the Personnel Committee meeting of November 9, 2015.
17. Minutes and actions of the Board of Water and Sewerage Commissioners meeting of November 9, 2015.
18. Minutes and actions of the Board of Park Commissioners meeting of November 3, 2015.
19. Assignment and Amendment of Real Property Lease Agreement for Cellphone Antennae at Zenoff Park.
20. Minutes and actions of the Police and Fire Commission meeting of October 6, 2015 and the Special Police and Fire Commission meetings of October 1, and 27, 2015.
- *21, Ratification of EMS/Ambulance Contract with Portage County for 2016-2018
22. Minutes and actions of the Transportation Commission meeting of October 15, 2015.
23. Minutes and actions of the Airport Commissioners meeting of November 9, 2015.
24. Statutory Monthly Financial Report of the Comptroller-Treasurer.
25. 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 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
REGULAR COUNCIL MEETING**

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

**October 19, 2015
7:00 P.M.**

Mayor Mike Wiza Presiding

ROLL CALL: Ald. Mrozek, Ryan, Oberstadt, Van Stippen, Slowinski, Kneebone, Patton, McComb, Phillips, Morrow.

EXCUSED: Ald. Doxtator.

ALSO

PRESENT: City Attorney Beveridge, C/T Ladick, City Clerk Moe; Directors Ostrowski, Schatschneider, Lemke, Schrader; Fire Chief Finn, Interim Police Chief Skibba, City Assessor Shepro, Human Resources Manager Jakusz, Mayoral Assistant Pazdernik,

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

Mayor Wiza stated the operational budget presentation is scheduled for Tuesday, October 27, 2015, 6:00 p.m. at the library.

3. *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.

Mayor Wiza reminded everyone to register at this time for a specific agenda item.

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

Andrew Nitzke, 929 Clark Street, stated in the alley way between his apartment and the Water Street Grille, there are two malfunctioning exhaust fans which create a noise disturbance for himself and Father Fat's restaurant. He stated he has reported this numerous times to his landlord and the Water Street Grille as well as to the City with no response and is here tonight as a last option to notify City Council of this potential violation.

Roger Trzebiatowski, 3309 McCulloch Street, thanked the City Council for approving the loan for Edgewater. He also asked the City Council to take advantage of a business that is voluntarily requesting annexation into the City of Stevens Point.

Bob Fisch, 1033 Smith Street, thanked the Common Council for adopting the Bicycling and Pedestrian Plan. He stated this will promote additional interest in recreational bicycling as well as an increase in bicycling transportation.

Mayor Wiza reported this Saturday at SPASH is the Empty Bowls Fundraiser. He encouraged everyone to come out and support this worthwhile event.

5. Recognition by the Daughters of the American Revolution (Beverly West) to the Stevens Point Police Dept.

Beverly West and Michelle Adler, Representatives of the Daughters of the American Revolution Stevens Point Chapter, presented Interim Chief Skibba and Mayor Wiza with Certificates and Notes of Appreciation for service to the Stevens Point community. Ms. West added this is the 125th Anniversary of the Stevens Point Chapter of the Daughter's of the American Revolution.

Consideration and Possible Action on the Following:

6. Minutes of the Regular Common Council meeting of September 21, 2015.

Ald. Phillips **moved**, Ald. Slowinski seconded, to approve the minutes of the Regular Common Council meeting of September 21, 2015.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

7. Minutes and actions of the Plan Commission meeting of October 5, 2015.

Ald. Morrow **moved**, Ald. Mrozek seconded, to approve the minutes and actions of the Plan Commission meeting of October 5, 2015.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

8. Resolution – Conditional Use Permit – 1200 Crosby Avenue (Piffner Pioneer Park) – activities relating to open space leisure, instructional, or recreational activities requiring disruption of natural conditions, specifically relating to the construction of Cultural Commons.

Kathy Dugan, 615 Sommers Street, stated she objected to this project for two reasons: 1) the public was not involved in any of the planning and discussions and, 2) the natural conditions will be disrupted and it should be left as is.

Aaron Kadoch, 718 Linwood Avenue, spoke in favor of the conditional use permit. He stated a diverse group of citizens developed the plans and the project is meant to be inclusive for everyone to enjoy the gardens and beauty of the park.

Mayor Wiza stated that many private entities have worked with the City to provide enhancements which benefit the community. He cited examples such as the dog park, the skate park and the KASH playground.

Ald. Patton asked who would be responsible for the landscaping and maintenance of the property.

Mayor Wiza stated there was a Memorandum of Understanding that was included in the packet that provides for all of the upkeep in perpetuity.

Ald. Phillips **moved**, Ald. Oberstadt seconded, to approve the conditional use permit at 1200 Crosby Avenue.

Call for the Vote: Ayes: Ald. Morrow, Phillips, McComb, Patton, Kneebone, Slowinski, Van Stippen, Oberstadt, Ryan, Mrozek.
Nays: None. Motion adopted.

9. Ordinance Amendment – City of Stevens Point Comprehensive Plan Extraterritorial Land Use Map – for the purposes of classifying a future land use designation, Commercial / Office, for 1230 Second Street.

Roger Trzebiatowski, 3309 McCulloch Street, stated he was in favor of this Comprehensive Plan and asked the City Council to please consider adopting the ordinance amendment. He stated the City should accept an individual who would voluntarily seek annexation.

Mark Erwin, 533 Second Street North, stated he would like to have all his business and property in one municipality. He stated the City of Stevens Point has been very fair and he would like to annex this property into the City.

John Holdridge, 710 Hofmeister Drive, Chairman of the Town of Hull, stated he would be in favor of a boundary agreement between the Town of Hull and the City of Stevens Point. He stated a boundary agreement would eliminate conflict between the two municipalities.

Ald. McComb asked Mr. Holdridge if Mr. Erwin's request was approved, would it resolve the legal problems.

Mr. Holdridge stated he was not able to comment on that matter.

Jerry Moore, 317 Division Street North, stated this is a straight forward vote just on a map change. This is not a vote to annex any property at this time.

Bob Enright, 5253 Algoma Street, stated he would encourage an intergovernmental agreement which would foster cooperation between the Town of Hull and the City of Stevens Point.

Ald. Kneebone stated she was opposed to this as presented at the Plan Commission meeting.

Ald. Morrow asked how an area can be rezoned if it is not part of the City.

Director Ostrowski stated the first step in this process is for a Comprehensive Plan which would be used to identify land use and straighten out the boundaries.

Mr. Schuler, Portage County Planning and Zoning, stated there needs to be a shared vision with the Portage County Plan Commission in working with the Town of Hull and the City of Stevens Point to develop the land use potential.

Ald. McComb asked if the ordinance would not be approved, would it prevent the Erwin's from building on the property.

Mayor Wiza stated there is currently a building on the property which meets the equal zoning requirements of the City, but it would need to meet City storm water and setback requirements.

Ald. Morrow **moved**, Ald. Mrozek seconded, to approve the City of Stevens Point Comprehensive Plan Extraterritorial Land Use map.

Call for the Vote: Ayes: Ald. Mrozek, Ryan, Oberstadt, Van Stippen, Slowinski, Patton, Phillips, Morrow.
Nays: Ald. Kneebone, McComb. Motion adopted.

10. Minutes and actions of the Public Protection Committee meeting of October 12, 2015.

Ald. Mrozek **moved**, Ald. Van Stippen seconded, to approve the minutes and actions of the Public Protection Committee meeting of October 12, 2015.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

11. Minutes and actions of the Board of Public Works meeting of October 12, 2015.

Ald. Ryan **moved**, Ald. McComb seconded, to approve the minutes and actions of the Board of Public Works meeting of October 12, 2015.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

12. Ordinance Amendment – Traffic – Parking restrictions on sections of Isadore Street.

Ald. Ryan **moved**, Ald. Mrozek seconded, to approve the ordinance amendment on sections of Isadore Street.

Call for the Vote: Ayes: Ald. Morrow, Phillips, McComb, Patton, Kneebone, Slowinski, Van Stippen, Oberstadt, Ryan, Mrozek.
Nays: None. Motion adopted.

13. Minutes and actions of the Personnel Committee meeting of October 12, 2015.

Mayor Wiza questioned item #5 and asked Director Lemke to clarify the request to move the utility management employees to the Central States Health Plan.

Director Lemke stated item #5 included utility, transit and airport employees and is a health care change. He stated it would eliminate an employee fulfilling two different deductible requirements when a promotion occurred.

Ald. Phillips questioned if this involved union certification.

Director Lemke stated no, this was simply a health care plan.

H.R. Manager Lisa Jakusz stated that the Teamsters require the City to pay a premium for the employee whether the employee takes the insurance or not. The City does require the employee to take single coverage and contribute 10% for the employee portion of the premium.

Mayor Wiza stated after discussion with the City Attorney, this item was listed inappropriately, as utility management employees and action on this item would be restricted to the water department employees only. He stated no action can be taken for the airport or transit employees.

Ald. Phillips **moved**, Ald. Morrow seconded, to approve the minutes and actions of the Personnel Committee meeting of October 12, 2015 which would include only the utility management employees.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

14. Ordinance Amendment – Alderperson position salary adjustment.

Roger Trzebiatowski, 3309 McCulluoch Street, stated the last time Alderpersons received a pay adjustment was in 2003-04 and would encourage approval of this ordinance amendment. He stated this pay change would occur for the 2016-17 elected alderpersons.

Ald. Kneebone stated this would be for the April 2016 elected officials.

City Attorney Beveridge stated elected officials cannot vote on pay raises for themselves.

Ald. Patton **moved**, Ald. McComb seconded, to approve the ordinance amendment for an Alderperson position salary adjustment.

Call for the Vote: Ayes: Ald. Ryan, Oberstadt, Van Stippen, Slowinski, Kneebone, Patton, McComb, Phillips, Morrow.
Nays: Ald. Mrozek. Motion adopted.

15. Resolution – Municipal Court Judge salary adjustment.

Mayor Wiza stated this would be effective with the next judicial term.

Ald. Phillips **moved**, Ald. Ryan seconded, to approve the resolution for Municipal Court Judge salary adjustment.

Call for theVote: Ayes: Ald. Morrow, Phillips, McComb, Patton, Kneebone, Van Stippen, Oberstadt, Ryan, Mrozek.
Nays: None. Motion adopted.

16. Review of Administrative Policy 2.11 for disciplinary language clarification (Discussion only).

Mayor Wiza stated this item is for discussion only for possible language clarification to the disciplinary policy. He stated the current policy and proposed language have been enclosed for the discussion. Mayor Wiza stated this was done to provide a clearer outline for disciplinary action and objections to those actions. He stated appointments for Department Heads are now permanent unless there was a violation of administrative policy. Mayor Wiza stated this put all employees on the same level.

Ald. Kneebone stated it is a good idea for everyone to know the conditions of their employment as it promotes job security, stability and it protects both the City and the employees.

Ald. Patton asked if Department Heads are no longer appointed as a condition for employment, how do we know if they are or are not being pressured.

Mayor Wiza stated that the Department Heads are professionals, take their responsibilities seriously and good, open communication is essential. He said it is important to provide clarification to these guidelines for every employee.

Ald. Van Stippen stated he believes 'just cause' language is important for all employees of the City of Stevens Point.

Ald. McComb stated the proposed amended language strengthens the policy, brings additional clarity and she supports it.

Ald. Oberstadt stated she is in favor of the changes because it adds protection for the employees. She asked if there were any ongoing situations with the City concerning any employee that would necessitate the proposed changes.

Mayor Wiza stated there are no current situations within the City.

Ald. Phillips stated he is against this change as it will muddy the water. He stated the current policy works and there is no reason to change. Ald. Phillips stated the proposed changes would prolong the process.

Ald. Ryan asked if the proposed changes would provide protection to the City should a disciplinary action go to court.

City Attorney Beveridge stated there are 6 steps of appeal and it would be very difficult to advance a complaint to a circuit court unless state statutes were violated. He added it would have to be shown that due process was not provided.

Ald. Slowinski agreed with Ald. Phillips and asked who determines what is or isn't reasonable.

Mayor Wiza asked if anyone has a better word than "reasonable," please speak up.

Ald. Mrozek asked if other municipalities' policies have been reviewed for adaptation and consideration to Stevens Point's administrative policy.

Mayor Wiza stated several other cities, such as River Falls and Milwaukee had the exact language or very similar language to what is being proposed.

Ald. Van Stippen asked if municipalities have just been given the authority to make these changes within their ordinances.

City Attorney Beveridge stated Act 10 altered what the statutes defined as mandatory subjects of bargaining for all employees. He added that Act 10 did not include bus drivers, police officers and fire staff. City Attorney Beveridge stated the word "reasonable" has been widely recognized and utilized by the courts and cautioned totally eliminating it from the disciplinary policy.

Mayor Wiza stated that this item was for discussion only and noted there was interest among several Alderpersons that would warrant bringing this before City Council next month. He called upon HR Manager Jakusz to offer insight into the proposed changes.

H.R. Manager Jakusz provided everyone with a brief history of some of the administrative and disciplinary policies. She stated decisions concerning employee discipline or termination is never easy, done in haste or taken lightly. HR Manager Jakusz stated before an employee is terminated, both the Department Head and the City Attorney must sign off on the termination.

H.R. Manager Jakusz stated she surveyed area communities and 33 responded, of which 23 stated they have an 'at will' policy, which is less restrictive than the City of Stevens Point, and five maintain a 'just cause' standard.

Ald. Phillips asked if H.R. Manager Jakusz would recommend the City Attorney and Mayor review the proposed language to see if it coincides with the current language.

H.R. Manager Jakusz stated the proposed language is not the same as the City currently has, it is a higher standard.

Ald. Phillips asked how the new language would affect the Directors when confronted with a disciplinary case, i.e., would the process take longer.

H.R. Manager Jakusz replied that she believes the process would take longer.

Ald. Phillips asked if any Directors or Managers were in favor of the new language.

H.R. Manager Jakusz stated to the best of her knowledge, no one was in favor of the changes.

Mayor Wiza stated the intent of the policy and language changes was to foster discussions among management staff and to clarify vague language in the current administrative policy.

Ald. Ryan stated he would have a difficult time supporting these changes in light of the fact that Managers and Directors do not support these changes.

Director Lemke stated in order to make language changes for the future, it would be best to look at the problems experienced with the current language.

Ald. Mrozek asked Director Lemke if the words 'at will' had been in place, would it have made his decision of employee termination any easier. She asked if it would be possible to obtain copies of 'at will' policies to review.

Director Lemke stated there seems to be confusion with the proposed language and rather than incorporate that into a policy, consider what problems occurred with the existing policy and move forward with problem solving. He added he would discuss with any Alderperson his experience with the process of employee termination and disciplinary action.

Mayor Wiza stated no 'at will' language is being considered. He added the goal is to do the best good for the most people.

17. Minutes and actions of the Finance Committee meeting of October 12, and the minutes of the Special Finance Committee meeting of September 21, 2015.

City Attorney Beveridge advised a motion to approve the Finance Committee minutes exclude agenda item #5 as these were ordinance amendments that had not been listed separately.

Ald. Slowinski **moved**, Ald. Oberstadt seconded, to approve the minutes and actions of the Finance Committee meeting of October 12 and the Special Finance Committee meeting of September 21, 2015 and postpone agenda item #5 of the October 12, 2015 meeting until next month.

Call for the Vote: Ayes: Ald. Mrozek, Ryan, Oberstadt, Van Stippen, Slowinski, Kneebone, Patton, McComb, Phillips, Morrow.
Nays: None. Motion adopted.

18. Withdrawal from the Local Government Property Insurance Fund.

C/T Ladick stated the new insurance would be cheaper for the City.

Ald. Slowinski **moved**, Ald. Phillips seconded, to approve the withdrawal from the Local Government Property Insurance Fund.

Call for the Vote: Ayes: Ald. Morrow, Phillips, McComb, Patton, Kneebone, Slowinski, Van Stippen, Oberstadt, Ryan, Mrozek.
Nays: None. Motion adopted.

19. Minutes and actions of the Board of Water and Sewerage Commissioners meeting of October 12, 2015.

Ald. Mrozek **moved**, Ald. Kneebone seconded, to approve the minutes and actions of the Board of Water and Sewerage Commissioners meeting of October 12, 2015.

Call for the Vote: Ayes: Ald. Mrozek, Ryan, Oberstadt, Van Stippen, Slowinski, Kneebone, Patton, McComb, Phillips, Morrow.
Nays: None. Motion adopted.

20. Minutes and actions of the Board of Park Commissioners meeting of October 5, 2015.

Ald. Phillips **moved**, Ald. Morrow seconded, to approve the minutes and actions of the Board of Park Commissioners of October 5, 2015.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

21. Minutes and actions of the Police and Fire Commission meeting of September 1, 2015 and the Special Police and Fire Commission meetings of September 15, 21, 23, and 30, 2015.

Ald. Phillips **moved**, Ald. Ryan seconded, to approve the minutes and actions of the Police and Fire Commission meeting of September 1, 2015 and the Special Police and Fire Commission meetings of September 15, 21, 23 and 30, 2015.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

22. Minutes and actions of the Airport Commissioners meeting of October 12, 2015.

Ald. Mrozek **moved**, Ald. Phillips seconded, to approve the minutes and actions of the Airport Commissioners meeting of October 12, 2015.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

23. Minutes and actions of the Smongeski Health Fund meeting of October 12, 2015.

Ald. McComb **moved**, Ald. Slowinski seconded, to approve the minutes and actions of the Smongeski Health Fund meeting of October 12, 2015.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

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

Ald. Phillips **moved**, Ald. Kneebone seconded, to approve and place on file the monthly Financial Report of the Comptroller-Treasurer.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

25. Adjournment.

The meeting was adjourned at 8:50 p.m.

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

**Lincoln Center
1519 Water Street**

**October 13, 2015
6:00 P.M.**

Mayor Mike Wiza, Presiding

ROLL CALL: Ald. Doxtator, Mrozek, Ryan, Oberstadt, Van Stippen, Slowinski, Kneebone, Patton, McComb, Phillips, Morrow (6:02 p.m.).

ALSO

PRESENT: City Attorney Beveridge, C/T Ladick, City Clerk Moe, Director Ostrowski, Assessor Steve Shepro; Nate Enwald, Portage County Gazette; Sari Lesk, Stevens Point Journal; Larry Lee, WSAU.

2. Discussion and action relating to the repairs, occupancy eligibility and/or disposition of Edgewater Manor, 1450 Water Street, Stevens Point, WI.

Mayor Wiza thanked everyone for attending. He stated speaker time would be limited to three minutes. Mayor Wiza stated there were two options: 1) keep Edgewater under City control and fund the repairs, or 2) sell Edgewater with or without conditions.

Mary Meyer, 1450 Water Street, stated the most important decision is to approve a loan for Edgewater. She stated she is in favor of a \$1.5 million loan. Ms. Meyer suggested the formation of a Commission to provide suggestions for the repairs.

Sharon Snodgrass, 1450 Water Street, #116, stated Edgewater residents are a family. She stated a Neighborhood Watch Program has been implemented inside the building to watch over each other.

Donna Gallegos, 1450 Water Street #113, stated she recently moved to Edgewater from Parkdale Apartments due to a \$225.00 a month rent increase. She stated she does not need or expect luxury living at Edgewater.

Larry Sipiorski, 1217 Ridge Road, stated Edgewater was built for low-income seniors and there should be a balance between desires and needs of all citizens.

Mary Ann Laszewski, 1209 Wisconsin Street, stated Edgewater has a long history of self-sufficiency. She urged the City Council to keep and maintain this waterfront property for the public.

Kathy Dugan, 615 Sommers Street, reiterated the options before the Alderpersons. She asked what additional supply of senior housing could compete with Edgewater's location and rent.

Reid Rocheleau, 408 Cedar Street, stated the City has a sense of duty

and responsibility to the residents of Edgewater. He stated do what needs to be done for \$1.5 million.

Lori Giese, 1450 Water Street #413, stated there is no place like Edgewater and encouraged the Alderpersons to approve the loan.

Jim Hamilton, 1124 Soo Marie, stated he is in favor of selling Edgewater. He added the building can be sold with restrictions in place that would not affect the residents and it could be maintained as low-income senior housing.

Patricia Harry, 1450 Water Street #214, stated she was on a waiting list when she first applied to move into Edgewater. She stated she believes there will soon be another waiting list.

Joel Berens, 6886 O'Neil Road, stated in 2013 he was the contractor who inspected and assessed Edgewater. He stated they inspected Edgewater on the coldest day of the winter and found only 10 windows that had air leaks. Mr. Berens also stated the repair to the fascade would be similar to the usual fascade replacement. He asked City Council to make a decision based on facts.

Brenda Kocher, 1450 Water Street, stated no matter where anyone came from, everyone at Edgewater is a resident and family.

Henry Korger, Holiday Park, stated Edgewater will soon have a waiting list. He stated he hopes Edgewater is never sold and that the City will continue to do what is right for the residents of Edgewater.

Barb Jacob, 1616 Depot Street, asked if the City can't fix Edgewater for \$1.5 million, how can they place restrictions on potential buyers. She stated the residents of Edgewater pay taxes in the form of rent.

Cindy Piotrowski, 510 West Street, Director ADRC, stated she is an advocate for seniors and disabled citizens. She stated the State of Wisconsin is looking at placing more people back into the community than into assisting living facilities because of cost. Ms. Piotrowski stated moving for seniors is stressful.

Mildred Neville, 1709 Jefferson Street, stated Edgewater is an asset that should be kept. She added waterfront property is valuable and should be City owned and it can always be sold in the future. Ms. Neville asked what occurred to the property between the 2013 and the 2015 inspections.

Mayor Wiza called upon City Attorney Beveridge to advise Alderpersons with appropriate language for any motions.

City Attorney Beveridge stated any motion should include language directing staff with follow up, i.e., obtaining bids, quotes, RFPs, etc.

Ald. Patton asked how many upgrades have been done on Edgewater.

Director Ostrowski stated there were community room upgrades done in the early 2000s.

Ald. McComb **moved**, Ald. Van Stippen seconded, to direct City staff to do the work to secure a \$1.5 million general obligation loan for rehabilitation of Edgewater.

Ald. Patton asked what it would take to get an entire loan package with all the bids and quotes passed.

C/T Ladick stated to borrow the money would take a simple majority vote; to appropriate the funds would require a two-thirds majority vote.

Ald. Oberstadt suggested to amend the motion to include funding the repairs up to a specific dollar amount and not to exceed it. She stated if the quotes come in higher than the specified dollar amount, it would require City Council to vote again on this issue.

Mayor Wiza stated this was a valid point as the repairs have not been bid out and City staff has recommended repairs with a best estimate of \$1.7 million. He stated if the motion is to borrow \$1.5 million, and the bids are higher, there will be unfinished repairs.

Director Ostrowski stated he recommended hiring an architect to draw up plans to do the fascade, window replacement, parking lot repairs and P-tach units as an alternate bid. He added this would allow options for choosing what projects could be accomplished.

Mayor Wiza asked what repairs the staff recommended for \$1.7 million.

Director Ostrowski stated the \$1.7 million recommendation included repairs to the fascade, windows, parking lot, concrete work and P-tach units/AC units could also be considered.

Ald. Patton asked if all the safety issues would be addressed.

Director Ostrowski stated those would be the immediate repairs that would need to be looked at.

Ald. Patton stated if the occupancy rate drops, the City will still be obligated to pay the loan.

Director Ostrowski replied yes. He added the most critical repair is the fascade.

Ald. Patton asked if all the needed repairs could not be done for the \$1.5 million, at what dollar amount do we stop funding the repairs.

Ald. Morrow stated there are always risks and this will be a long-term project.

Ald. McComb asked City Attorney Beveridge recommendations for language to amend the original motion to pursue bids in order to obtain the correct dollar amount for the loan.

City Attorney Beveridge stated a motion to direct staff to put together an RFP for architectural services which would define a list of items to be repaired. He said bids cannot be obtained until an architect designs plans on what needs to be done.

Ald. Patton suggested a motion to direct staff to hire an architect first to find out what projects need to be done, then request bids and see what the total dollar amount would be for the rehab.

Ald. Van Stippen stated he was not in favor of changing the motion. He would like to authorize the \$1.5 million this evening. Ald. Van Stippen added it would be Candlewood's responsibility to assist the City Council to come up with a plan concerning projects and funding. He stated Candlewood has done an excellent job of managing Edgewater and has ideas what projects need to be done.

Ald. Kneebone stated she agrees with Ald. Van Stippen. She stated there needs to be certainty for the residents of Edgewater and the City needs to commit to either fund the project or sell Edgewater.

Ald. Oberstadt asked if this motion passes, will it allow the City to pursue other funding sources.

Mayor Wiza replied yes. He said the City would do anything in its power to secure any grants.

Ald. Doxtator stated he would rather see the City own the property outright, get the loan, quotes and move forward with the projects.

Ald. Patton asked how long would the entire process take.

Director Ostrowski stated a request for an RFP would take more time than a request for bids or quotes.

C/T Ladick stated adjustments will occur during the budget process and this would occur with the regular borrowing in the spring between February and March, and the money would be received by April.

Ald. Patton asked if RFPs could go out and an architect could be secured before then.

C/T Ladick stated yes. He said he would need a list of projects and a dollar amount when he starts to approach the banks.

Mayor Wiza stated if \$1.5 million is approved this evening and bids would come in higher, the difference would come out of the general fund or require additional borrowing.

C/T Ladick stated once the numbers are defined, a preliminary resolution would be voted on and then after the loan is secured a final resolution would be presented for a final vote.

Ald. Patton stated he would like to see a vote on funding this evening so there would not be any more delays.

Ald. Phillips stated more than \$1.5 million will be needed to renovate Edgewater and it is a money pit.

Ald. Slowinski stated the vote tonight to fund Edgewater means the City is committed to this project and will move forward.

Director Ostrowski reminded Alderpersons the current motion does not include any direction to staff to acquire either quotes or an RFP from an architect to prepare bid documents. He stated an RFP will take longer, or staff could contact three firms for quotes and bring those back to the Council sooner.

Ald. McComb **amended** her motion to direct staff to release an RFP.

Ald. Patton asked how the borrowing would affect the debt capacity.

C/T Ladick stated the \$1.5 million can be accommodated currently. He stated property values have increased and debt has been paid down, so overall the debt capacity has increased.

Ald. Patton asked how the grade separation combined with the Edgewater borrowing would affect debt capacity and loan repayments.

C/T Ladick stated the debt capacity looks good but the prospect of the general fund supporting Edgewater Manor in certain scenarios means we need to be prepared to accept the risks.

City Attorney Beveridge stated the City is required to get bids when constructing a building or roads and the scope of the project is clearly defined and comparable. He said with professional services such as architects, the City is not required to do an RFP. City Attorney Beveridge stated there is quite a bit of staff time involved in compiling an RFP and the delay can negatively affect a project.

Ald. McComb stated perhaps an RFP was not the better way to approach the project and requesting bids would be better.

Director Ostrowski said there would be specific items requested for bids that would be comparable from the different architects. He added it would not be an open ended

REPORT OF CITY PLAN COMMISSION
November 2, 2015 – 6:00 PM
Lincoln Center – 1519 Water Street

PRESENT: Mayor Wiza, Alderperson Mary Kneebone, Commissioner Anna Haines, Commissioner Bob Brush, Commissioner Hoppe, Commissioner Garry Curless, and Commissioner Dave Cooper.

ALSO PRESENT: Community Development Director Michael Ostrowski, Associate Planner Kyle Kearns, City Attorney Andrew Beveridge, Director Lemke, Comptroller/Treasurer Corey Ladick, Alderperson Doxtator, Alderperson Oberstadt, Alderperson McComb, Alderperson Phillips, Nate Enwald, Brandi Makuski, Cathy Dugan, Anton Anday, Konstantia Shevkoplyas, Danil Bkazhnikov, Bob Fisch, Tori Jennings, Emily Braker, Mary Ann Laszewski, Reid Rocheleau, Anna Marie Slivicke, Jacob Cerminar, Chris Wiza, Angela Matel, and Justin Jacak.

INDEX:

1. Roll call.

Discussion and possible action on the following:

2. Report of the October 5, 2015 Plan Commission meeting.
3. Request by the City of Stevens Point to amend the Official Street Map of the City of Stevens Point to widen Maria Drive by approximately 33 feet northward, between First Street and Second Street, a distance of approximately 247 feet.
4. Request from the City of Stevens Point for a conditional use permit to construct a parking lot at 172 West Clark Street (Parcel ID 2408-31-1014-02) and 1201 West Whitney Street (Parcel ID 2408-31-1014-01).
5. Request from the City of Stevens Point Department of Public Utilities to purchase property at 1917 Cypress Street (Parcel ID 2408-32-3004-09).
6. Presentation by the Bicycle and Pedestrian Advisory Committee.
7. Director's Update.
8. Adjourn.

-
1. Roll call.

Present: Wiza, Kneebone, Haines, Hoppe, Curless, Cooper

Commissioner Brush arrived at 6:01PM

Discussion and possible action on the following:

2. Report of the October 5, 2015 Plan Commission meeting.

Motion by Commissioner Cooper to approve the minutes of the October 5, 2015 Plan Commission meeting; seconded by Commissioner Curless. Motion carried 7-0.

3. Request by the City of Stevens Point to amend the Official Street Map of the City of Stevens Point to widen Maria Drive by approximately 33 feet northward, between First Street and Second Street, a distance of approximately 247 feet.

Mayor Wiza declared the public hearing open.

Reid Rocheleau, 408 Cedar Street, asked if there would be sidewalk on both sides of the street, and when the street work would be started.

Mayor Wiza stated it is very likely for sidewalk, but we are still in the planning phase of the construction, and that once the funds are allocated the project will start, most likely in 2016.

Mayor Wiza declared the public hearing closed.

Motion by Commissioner Hoppe to approve the request by the City of Stevens Point to amend the Official Street Map of the City of Stevens Point to widen Maria Drive by approximately 33 feet northward, between First Street and Second Street, a distance of approximately 247 feet; seconded by Commissioner Brush. Motion carried 7-0.

4. Request from the City of Stevens Point for a conditional use permit to construct a parking lot at 172 West Clark Street (Parcel ID 2408-31-1014-02) and 1201 West Whitney Street (Parcel ID 2408-31-1014-01).

Mayor Wiza declared the public hearing open.

Cathy Dugan, 615 Sommer Street, is opposed to more parking lots in our parks and requested the commission to deny this request.

Trevor Roark, 601 Washington Avenue, stated that when the city provides free parking, it is an induced demand. He is against the parking lot and feels there are other options for safety like speed bumps, but also feels there should be more bike parking provided. He asked the commission to discuss this completely before making any decisions.

Barb Jacob, 1616 Depot Street, agreed that there is a need for more parking in the area, but does not feel this is the right location. She suggested shifting the parking lot closer to the park and away from West Clark Street.

Reid Rocheleau, 408 Cedar Street, agreed with Ms. Jacob about the parking lot being placed too close to the roadway as well as the loss of green space.

Mayor Wiza stated the KASH Playground is the only handicap accessible playground in the city and the additional parking lot would be able to re-designate the existing parking to more accessible spaces.

Aldersperson McComb, 9th District, stated initially she was against this proposal, but after having conversations with citizens has changed her mind. She feels the lot is needed and is in support of it.

Mary Ann Laszewski, 1209 Wisconsin Street, pointed out this is a residential neighborhood, and there was green space around the home that she would not want to lose.

Aldersperson Doxtator, 1st District, pointed out that when this was brought up about purchasing the property; it was discussed at that time the purpose for the purchase of land was specifically for parking. He is in support of the parking lot.

Mayor Wiza declared the public hearing closed.

Director Ostrowski explained that at the time of purchase of the property, there was a discussion about having this area become a parking lot. The demand is for more handicap accessible parking. This is the only large city park that does not have dedicated area for parking. The proposed lot would be small, and there would be a 35 foot setback from West Clark Street, which would also be screened with the required landscape screening.

Commissioner Haines stated she liked the parking plan, and would like to add conditions of exploring the costs of pervious pavement. Director Ostrowski stated this option can be researched.

Commissioner Curless asked if this would be maintained year round, to which Mayor Wiza stated yes.

Commissioner Brush asked about the number of spaces and the accommodation for accessibility so far from the park entrance. Mayor Wiza explained this lot would be for additional parking, which would open up the availability to increase the accessible parking stalls closer to the playground.

Commissioner Hoppe asked if the lot could be moved to the north, to which Director Ostrowski stated that would take out several more mature trees, which they want to keep.

Commissioner Haines asked if there was signage for the park to which Director Ostrowski stated there is one sign prior to the parking lot just off of West Clark Street.

Aldersperson Kneebone stated she would be in support of the lot if there were the pervious parking surface and additional bike parking added to the area. She also questioned the screening, to which Director Ostrowski stated there is a landscape plan that meets the parking lot screening requirements. Mayor Wiza added that increased bike parking would be a good idea in that area.

Motion by Commissioner Haines to approve the request from the City of Stevens Point for a conditional use permit to construct a parking lot at 172 West Clark Street (Parcel ID 2408-31-

1014-02) and 1201 West Whitney Street (Parcel ID 2408-31-1014-01) with the following conditions:

- **Applicable zoning and / or building permits shall be obtained prior to work occurring.**
- **Staff shall have the authority to approve minor project changes.**
- **Additional bike parking shall be added in Mead Park in various locations.**
- **The feasibility of providing pervious surface for the parking lot shall be explored.**

seconded by Alderperson Kneebone. Motion carried 7-0.

5. Request from the City of Stevens Point Department of Public Utilities to purchase property at 1917 Cypress Street (Parcel ID 2408-32-3004-09).

Director Lemke stated this lot will add available land to the site we plan on using for a new facility. It will make the area more useable, by increasing the land area and future layout of new facilities.

Commissioner Haines asked about the two parcels to the north. Director Lemke stated they are both single family residential homes and the purchase of the proposed land will clear up an access issue with one of the properties. Commissioner Haines then asked if the long term plan includes purchasing those properties. Director Lemke stated no, we will have enough room and would be using the site to replace the equipment building which is too small.

Motion by Commissioner Hoppe to approve the request from the City of Stevens Point Department of Public Utilities to purchase property at 1917 Cypress Street (Parcel ID 2408-32-3004-09); seconded by Commissioner Curless. Motion carried 7-0.

6. Presentation by the Bicycle and Pedestrian Advisory Committee.

Tori Jennings, 1632 Ellis Street, explained that the Bicycle and Pedestrian Advisory Committee is requesting an ordinance be considered for bikes left in racks for extended amounts of time. This ordinance would help the Police Department in the determination and removal of abandoned bikes throughout the city. An example of a similar ordinance from Madison has been provided for the commission to review. The suggested Stevens Point ordinance would allow police officers and community service officers to tag and pick up abandoned bikes.

Trevor Roark, 601 Washington Avenue, stated after the bikes are picked up they are typically turned over to Shifting Gears but he also suggested looking at the Wisconsin/Nicaragua partnership, or even to college students who are in need of bicycles.

Commissioner Hoppe asked if the bicycles are registered and if so is there an attempt to contact the owner of the bike for pick up. Mr. Roark stated yes there is an attempt to contact the owner.

Commissioner Haines asked about enforcement and who would determine if the bike was abandoned, to which Mr. Roark stated the Community Service Officers can tag the bike and if it is not removed within 72 hours the bike can be removed. Mayor Wiza stated the Community Services Officers as well as the new Code Enforcement Officer can tag and remove these bikes.

Commissioner Haines asked if fines would need to be included in the ordinance. City Attorney Beveridge stated he would not impose forfeiture, but a service fee similar to an impounding fee could be applied and placed in the ordinance. Director Ostrowski added it can be placed on a fee schedule which is cited in the ordinance, and then when the fees are updated, there is no need to amend the ordinance. City Attorney Beveridge also stated Madison has their ordinance citing both public and private property, where our ordinance would only address the public properties.

Aldersperson Kneebone asked if there would be an issue with property rights for removing the abandoned bike, to which Attorney Beveridge stated the law would meet the requirements of abandoned property, and we can also post a notice on the bike racks themselves noticing the removal of abandoned property.

Commissioner Curless asked how long the Police Department keeps the abandoned bikes, to which Mayor Wiza stated approximately 60 days, this allows for the owner to be located and the property to be returned. If they are not claimed they are donated to organizations such as Shifting Gears which refurbish them for sale.

Aldersperson Kneebone stated her approval of a service fee imposed and a fee schedule, but does not feel this would be a revenue generator for the city, but does feel this could be a start to a bike share program.

Mayor Wiza explained that the Bicycle and Pedestrian Committee was created to raise awareness. In addition, a flyer can be designed to identify requirements to register a bike, where to register, and who to call. This flyer would be made available to bike clubs, shops, and on our city website and radio station.

Reid Rocheleau, 408 Cedar Street, is happy to have the involvement of the committee and said citizens need to be educated on the regulations of bike use in the city, especially on sidewalks.

Cathy Dugan, 615 Sommers Street, feels that landlords should be included and required to provide bike parking similar to providing vehicle parking for their tenants.

Tori Jennings, 1632 Ellis Street, advised the public of the regular Bicycle and Pedestrian Committee meeting on the third Tuesday of every month in the City Conference room and invited the public to attend.

7. Director's Update.

Director Ostrowski asked the commission if they were available for a meeting Wednesday November 18th at 7:00pm to continue the Comprehensive Plan meetings. Several confirmed that this would work with their schedules.

8. Adjourn.

Meeting adjourned at 6:53 PM.

**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 street:

Maria Drive

Widening that part of Maria Drive to 33 feet north of and parallel with the following described reference line from its intersection with First Street North to its intersection with Second Street North more particularly described as follows and depicted on attached Exhibit "A":

All of Parcels 1 and 2 of Maria Drive Improvement Project Relocation Order filed with the Portage County Clerks office on January 22, 2014 and being part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the west quarter corner of said Section 29; thence North 89 degrees 46 minutes 41 seconds East along the east-west quarter line of said Section 29 a distance of 880.09 feet to its intersection with the center line of First Street North and the point of beginning of said reference line; thence continuing North 89 degrees 46 minutes 41 seconds East along said quarter line 247 feet to its intersection with the center line of Second Street North 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: _____
Mike Wiza, Mayor

ATTEST: _____
John Moe, City Clerk

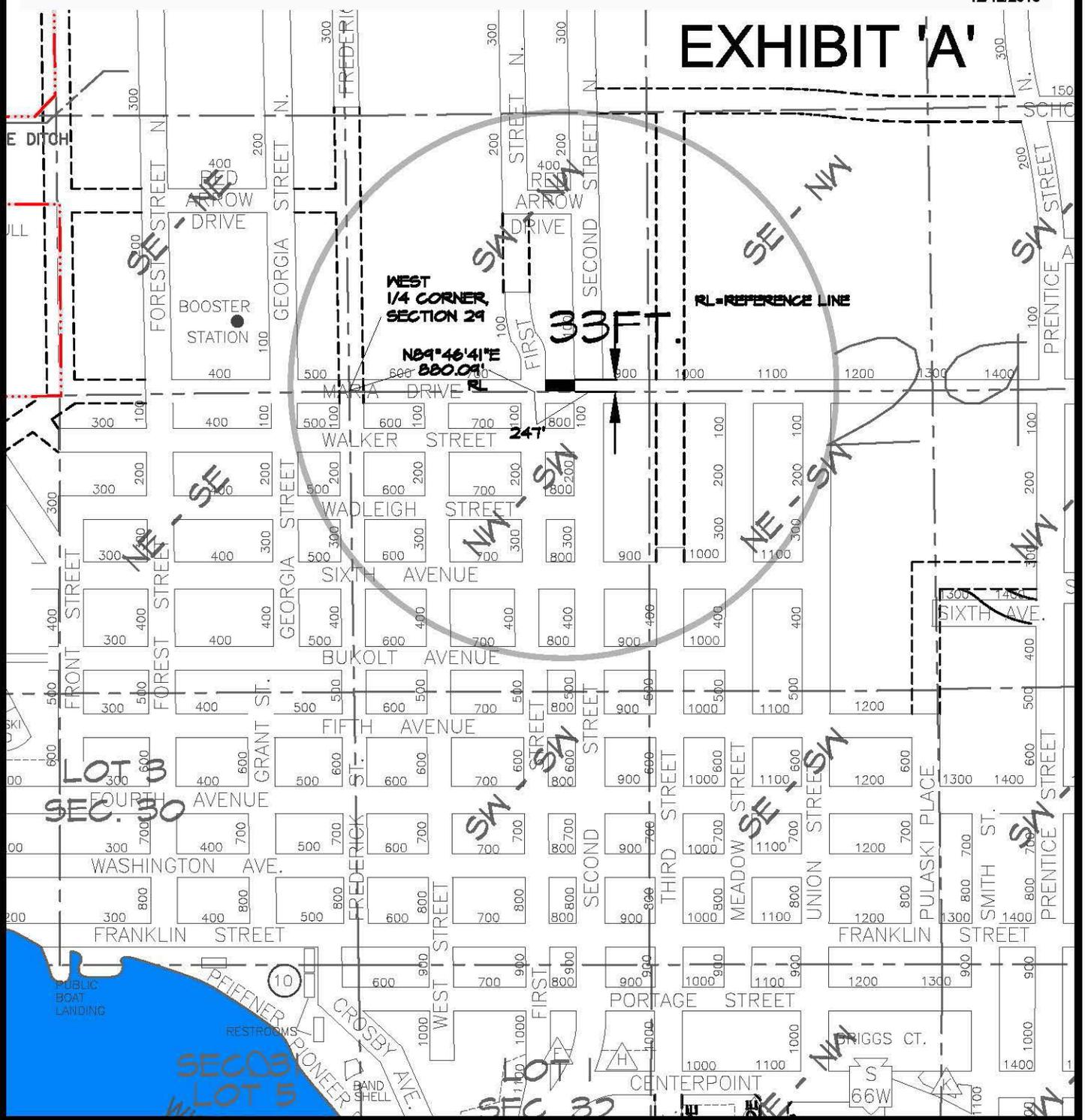
Dated:
Passed:
Published:

RETURN TO: Stevens Point City Clerk
Drafted by P. Fuehrer, City Engineering

OFFICIAL STREET MAP AMMENDMENT MARIA DRIVE

12/12/2013

EXHIBIT 'A'



RESOLUTION

[MEAD PARK – PARKING LOT]

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 **172 West Clark Street (Parcel ID 2408-31-1014-02) and Mead Park, 1201 West Whitney Street (Parcel ID 2408-31-1014-01)**, described as RT GOVT LOT 2 DES IN 209/544 BNG A LOT 50' X 125' EX PRCL SOLD FOR HWY IN 551913 S31 T24 R8 and PRT GOVT LOTS 1 & 2 S31 T24 R8 LYG E OF EL OF WHITNEY & N RIV DR EXT TO W BANK WIS RIV & N OF W CLARK EXC PRCL 56.8F X 125F AT NE/C WHITNEY & W CLARK EXC PRT HWY (555774) (EXEMPT-PARK) 179/546 1/2, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of constructing a parking lot, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

- 1) Applicable zoning and / or building permits shall be obtained prior to work occurring.
- 2) Staff shall have the authority to approve minor project changes.
- 3) Additional bike parking shall be added in Mead Park in various locations.
- 4) The feasibility of providing pervious surface for the parking lot shall be explored.

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

Approved: _____

Mike Wiza, Mayor

Attest: _____

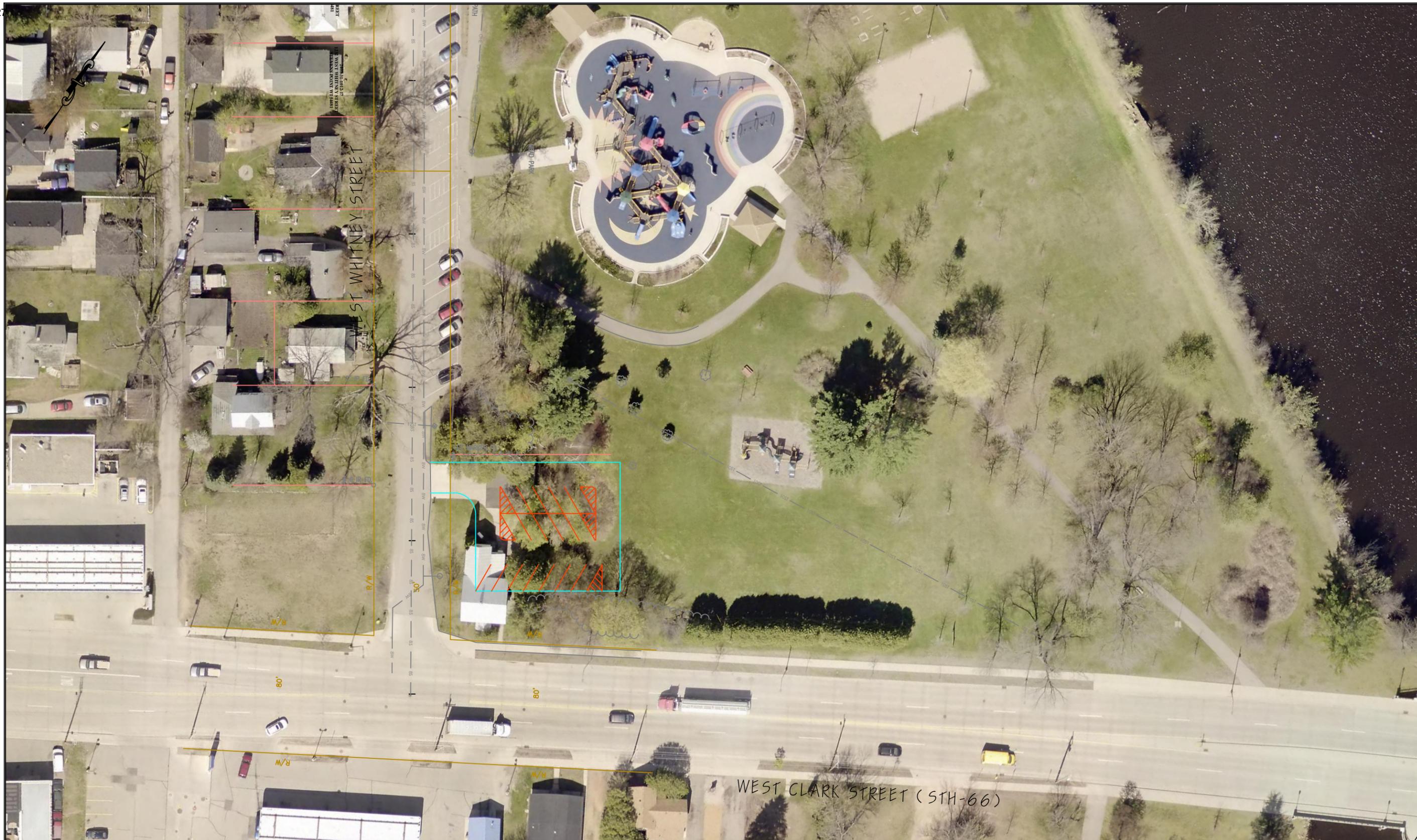
John Moe, City Clerk

Dated: November 16, 2015

Adopted: November 16, 2015

Drafted by: Michael Ostrowski

Return to: City Clerk



CITY OF STEVENS POINT, WISC.

PROJECT: MEAD PARK PARKING LOT
 IN: MEAD PARK

DESIGNED BY: JMS DATE: 09-15
 DRAWN BY: KHE DATE: 09-15
 REVISED BY: _____ DATE: _____

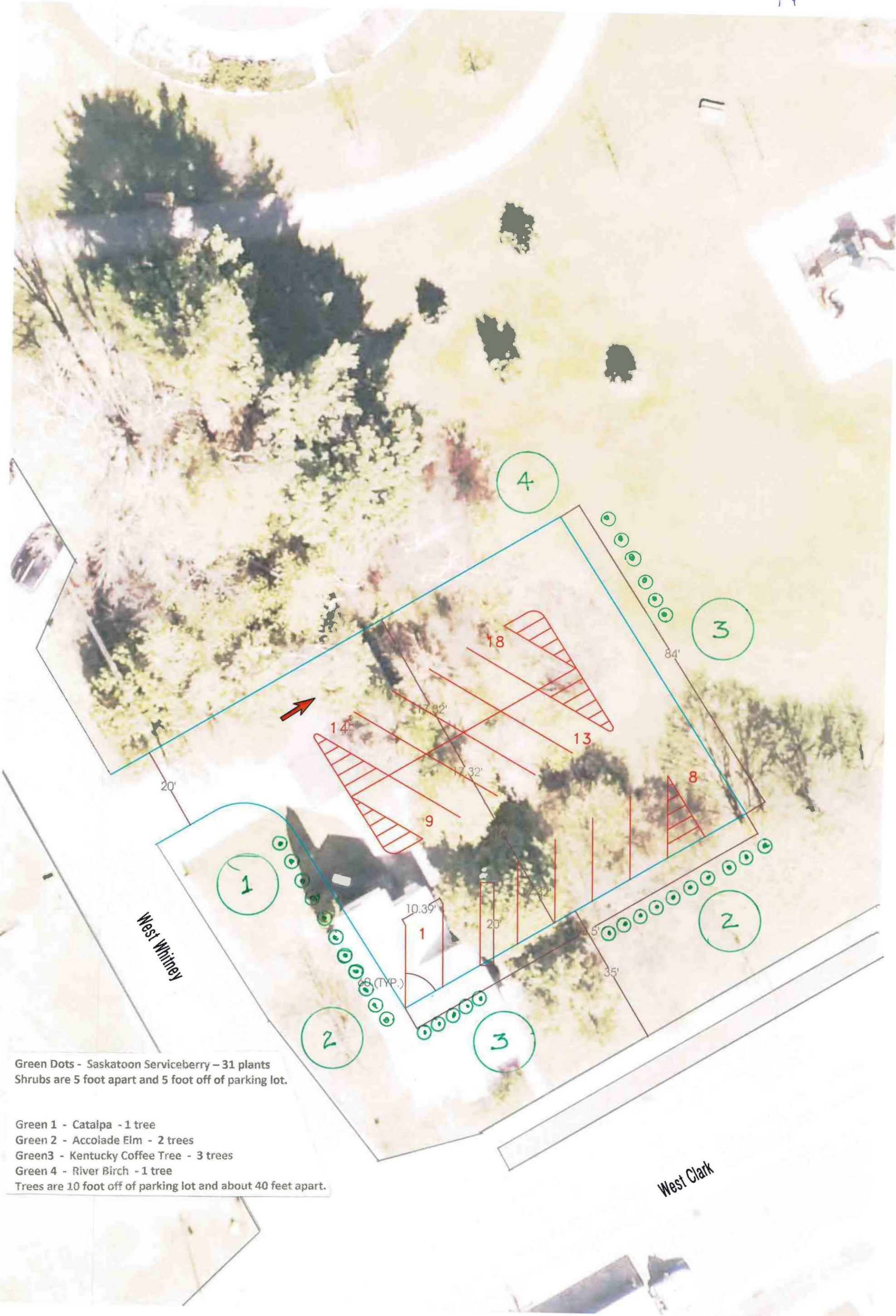
SCALE:
 HOR. 1"=60'
 VER. N/A

PROJECT NO.
00-00

SHEET NO.
P1

1" = 20'

Preliminary Lot @ Mead Park



Green Dots - Saskatoon Serviceberry - 31 plants
Shrubs are 5 foot apart and 5 foot off of parking lot.

- Green 1 - Catalpa - 1 tree
 - Green 2 - Accoiade Elm - 2 trees
 - Green3 - Kentucky Coffee Tree - 3 trees
 - Green 4 - River Birch - 1 tree
- Trees are 10 foot off of parking lot and about 40 feet apart.

West Whitney

West Clark

**CITY OF STEVENS POINT
PUBLIC PROTECTION COMMITTEE
Monday, November 9, 2015 – 6:00 P.M.
Lincoln Center – 1519 Water Street**

Present: Alderpersons: Doxtator, Mrozek, Ryan, Van Stippen, Morrow

Also

Present: Mayor Wiza; City Attorney Beveridge; Comptroller/Treasurer Ladick; City Clerk Moe; Alderpersons Oberstadt, Kneebone, Patton, McComb and Phillips; Directors Schrader, Lemke, Ostrowski and Schatschneider; Fire Chief Finn; Interim Police Chief Skibba; Tricia Church; Tim Borchardt; Neil Prendergast; Bob Fisch; Ryan Retzke; Elizabeth Reilly; Cate Lucas; Nicole Smith; Erin Widenski; Peter Ehrenreich; Nate Enwald – Gazette; Jake Mathias – City Times

1. License List:

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

B. Temporary Class "B" / "Class B" License (Picnic) – Boys & Girls Club of Portage County, 1007 Ellis Street, Stevens Point, for Portage County Taste of Wine and Cheese on April 1, 2016 at Noel Group Hangar, 4501 Hwy 66. Licensed operator on premise: Jeff Tewes. (Beer and Wine)

2. Request to Hold Event/Street Closings – YMCA – Frostbite Road Race and Winter Walk on December 5, 2015 with partial/complete closure of sections of Second Street N and Fourth Avenue for the first 20 minutes of the race.

Ald. Mrozek **moved**, Ald. Ryan seconded, to approve license list items 1.A. and 1.B., and street closings for the YMCA Frostbite Road Race and Winter Walk.

Ald. Doxtator asked if the Police Department has any issues with this event.

Interim Police Chief Skibba replied no, this is an annual event.

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

3. Request to raise chickens – 203 Union Street.

Tim Borchardt, 203 Union Street, said he plans to raise four hens in a small coop attached to a current building on his property. He said the coop will be insulated and electric heat is available if needed.

Ald. Doxtator asked if they will have roosters.

Mr. Borchardt replied no roosters.

Ald. Doxtator asked if there will be a light in the coop and if the neighbors are in favor of his request to raise chickens.

Mr. Borchardt said there will be an outlet for a light and the neighbors are in support of his request. He added that he received a couple more of the neighbors' signatures and the signatures were placed on file with the City Clerk.

Ald. Doxtator asked when he will begin raising the chickens.

Mr. Borchardt replied in the spring.

Ald. Mrozek **moved**, Ald. Van Stippen seconded, to approve the keeping of four chickens for egg production and after the coop is designed, it passes the inspection by the Humane Society.

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

4. Monthly Inspection Report.

Ald. Ryan **moved**, Ald. Morrow seconded, to accept the report and place it on file.

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

5. Adjournment.

Adjournment at 6:06 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

Monday, November 9, 2015
Lincoln Center – 1519 Water Street
Stevens Point, WI 54481

MINUTES

PRESENT: Mayor Mike Wiza, Comptroller/Treasurer (C/T) Corey Ladick, Director of Public Works Scott Schatschneider and Tricia Church; **Alderspersons:** George Doxtator(1st), Garrett Ryan(3rd), Heidi Oberstadt(4th), Mary Kneebone(7th) and Mary McComb(9th).

ALSO PRESENT:

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

ALDERPERSONS: Denise Mrozek(2nd), Brian Van Stippen(5th), Jeremy Slowinski(6th), Tony Patton(8th), Mike Phillips(10th) and Shaun Morrow(11th).

CITY STAFF MEMBERS: City Clerk John Moe, City Attorney Andrew Beveridge, Interim Police Chief Martin Skibba, Fire Chief Bob Finn.

OTHERS PRESENT: Nate Enwald – P.C. Gazette, Jacob Mathias – Stevens Point City Times, Bob Fisch – 1033 Smith Street, Cathy Dugan – 615 Sommers Street, Neil Prendergast – 1924 Plover Street, Elizabeth Reilly – 1656 Main Street, Nicole Smith – 1200 North Point Drive, Erin Widenski – 1916 College Avenue, Peter Ehrenreich – 1248 North Point Drive, Cate Lucas – 1540 Clark Street and Ryan Retzke.

Mayor Mike Wiza called the Board of Public Works meeting to order at 6:08 p.m. on November 9, 2015. The meeting was held at the Lincoln Center located at 1519 Water Street in Stevens Point.

1. Consideration and possible action to accept the Directors Report and place it on file.

Director Schatschneider expanded on the North Reserve Street/I39 Overpass Project. The contractor will be back this week to do some adjusting to the lights. He encouraged everyone to check it out the new lighting after dark.

Aldersperson Oberstadt mentioned that Wednesday, November 11th in the Gymnasium at Madison School at 6:30 p.m. there will be a listening session to discuss connecting sections of sidewalk that are not cohesive at this time. The constituents have been sent letters a couple weeks ago. She added that district 4 has been segmented into four groups since there are so many people affected.

Aldersperson Kneebone made a motion to accept the Director's Report and place it on file; seconded by Aldersperson McComb.

Neil Prendergast, 1924 Plover Street commented that he was excited to see progress being made in terms of the study of the Clark Street Bridge. He feels that it shows how show much walking and bicycling prospective are within the city now. He also wanted to impress upon the board the importance of getting the bike and pedestrian path embedded correctly into the E.M. Copps Project.

Ayes all; nays none; motion carried.

2. Consideration and possible action to accept the ordinance amendment for the Official Street Map and Extraterritorial Street Map of the City of Stevens Point.

Mayor Wiza stated that this is related to the tearing down of Mickey's. All this is doing is amending the street map to reflect the 33 feet of space needed to tie into Maria Drive between First and Second Streets.

Director Schatschneider stated that this is a cleanup item that was pushed back till we had all the right-of-way acquisitions taken care of.

Aldersperson Oberstadt motioned to approve the ordinance amendment; seconded by Aldersperson Ryan.

Ayes all; nays none; motion carried.

3. Discussion/Update regarding the proposed ordinance modifications to Chapter 7 (Health and Sanitation), Section 7.06 (Garbage Collection).

Director Schatschneider explained that this is the second month this is before the board and asked if there were any questions from last month to this month.

Aldersperson McComb asked if the definition (h) "corrugated cardboard" could be changed to read just "cardboard" and include in the definition corrugated cardboard etc. instead of hiding the chipboard or waxed cardboard materials under (r) "Mixed papers".

Mayor Wiza pointed out that due to his time as Chairman of the Board for the Portage County Solid Waste Commission, the recycling industry segregates those. They are considered different in the resale market and are not sold to the same companies.

Aldersperson McComb moved to accept the amendments and move them onto Council for consideration or approval; seconded by Aldersperson Oberstadt.

Ayes all; nays none; motion carried.

4. Discussion/Update regarding the Coye Drive intersection improvements and second access options into the Stevens Point Industrial Park.

Director Schatschneider echoed his memo by pulling it from his Director's Report to make sure this item had more of an opportunity for discussion. He added that himself along with AECOM have met with all the property owners except for one along Howard Avenue. He stated that there are concerns and the concerns are justified. After doing their research, AECOM is going to bring some alternatives forward next month.

5. Discussion and possible action to award the Hoover Road Grade Separation Project Real Estate Acquisition Services to MSA Professional Services out of Madison, WI in the amount of \$51,400.00.

Director Schatschneider clarified a point from his memo. He states that four people looked over the proposals; however, you will only see three scores. Alderperson Slowinski did not submit his scores. He was only included in the process so he had an idea on how the scores from staff had come about. He added that he was open to answer any questions if there were any.

Aldersperson Doxtator made a motion to award the Hoover Grade Separation Project Real Estate Acquisition Services to MSA Professional Services out of Madison, WI in the amount not to exceed \$51,400.00 because their scores were very high and that staff in vetted the process right; seconded by Aldersperson Kneebone.

Ayes all; nays none; motion carried.

6. ADJOURNMENT: Mayor Mike Wiza adjourned the November 9, 2015 Board of Public Works Meeting at 6:19 p.m.

HEALTH AND SANITATION

Sec. 7.06

7.06 COLLECTION OF GARBAGE.

(1) Definitions.

(a) "Garbage" shall mean and include all kinds of organic refuse resulting from the preparation of food and all decayed or spoiled food products from any source whatever.

(b) "Rubbish" shall mean and include all inorganic refuse and matter such as tin cans, wire or metal of any kind, glass, china, crockery, paper, cloth, ashes, and similar things of that nature.

(2) Collection. How and When Made. The collection, removal and disposal of garbage and rubbish except as provided in Sec. 21.03(4)(a)(1) a thru I shall be made at least once a week and shall be conducted under the supervision, direction, and control of the superintendent of streets. All collections shall be made at street side *or City maintained alleys only*. Each improved and occupied residential tax parcel will be allowed a maximum of four (4) garbage carts and a maximum of four (4) recycling carts.

(3) Expense of Collection.

(a) Residential. The charge for collection by city crews is as follows:

One (1) garbage and one (1) recycling cart	No charge
<i>One (1) extra garbage and/or recycling cart</i>	one-time charge of \$50.00 for each cart
More than four (4) total carts	\$50.00 per cart annual fee In addition to the one-time \$50.00 per cart charge

All carts are the property of the City of Stevens Point.

(b) Commercial. Each commercial business must arrange for the collection, removal, and disposal of garbage and rubbish with a private hauler licensed to collect garbage in the City of Stevens Point.

HEALTH AND SANITATION

Sec. 7.06

(4) Deposit on Streets Prohibited. It shall be unlawful for any person, partnership, or corporation, or their agents or employees, to permit any garbage to be dropped, kept, dumped, throw, or deposited on or within any public conveyance, park, or other place on or within any private property or premises owned or controlled by another person, partnership, or corporation, except deposits made in receptacles offered to the public for collection purposes.

(5) Deposits in City-owned Refuse Containers. Notwithstanding any other section of the Revised Municipal Code to the contrary, the refuse receptacles located in any public park or upon any public property owned and maintained by the City of Stevens Point shall be used in the manner consistent with the labeling on such refuse container. In addition, no person shall deposit, dump, or drop in such refuse container any material, refuse, garbage or recyclable whose use was not generated on the immediate premises.

(6) Burial of Garbage Prohibited. It shall be unlawful for any person to bury garbage in the city or to leave garbage in an open place or on any lot or ground in the city for a period exceeding twenty-four (24) hours, except in a proper receptacle as provided in Section 21 of the Revised Municipal Code.

(7) Vehicle Licensing and Regulations. See Section 12.11 of the Revised Municipal Code.

7.07 LEGISLATIVE FINDINGS AND DECLARATIONS. The common council finds and determines that the smoking of tobacco, or any other weed or plant, is a positive danger to the health and material annoyance, inconvenience, discomfort and health hazard to those who are present in confined spaces. That smoking indoors and in vehicles adversely affects, among other things, health, safety, comfort, employee production, and building and vehicle maintenance expenses.

The common council further adopts the findings of the federal agencies such as the Environmental Protection Agency and the Surgeon General of the United States which indicate that smoking contributes to health problems of city employees and members of the public exposed to indoor smoke, both directly through deliberate use of smoking materials and indirectly, to nonsmokers, through involuntary inhalation of smoke in the air.

(1) Definitions. The following words and phrases, whenever used in this ordinance, shall be construed as defined in this section:

(a) "Adult Day Care Facility" means any facility as defined in section 49.45(47)(a) of the Wisconsin Statutes.

MAINTENANCE AND OCCUPANCY

Sec. 21.02

(49) Temporary Housing shall mean any tent, trailer, mobile home, or any other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utility system on the same premises for more than thirty (30) consecutive days.

(50) Undefined Words. Words not specifically defined in this ordinance shall have the common definition set forth in a standard dictionary.

(51) Unit shall mean a room or group of rooms located within a building forming a single habitable or business unit or any other part of a premise controlled by an owner, occupant, or operator distinct from that part controlled by another.

(52) Yard, rear shall mean a space on the same premise as the main building between the rear lot line and a line extending the full width of the lot parallel to the rear lot line and through the nearest supporting member of the main building. For the purposes of this ordinance, lots having a street on two or more sides do not have a rear yard.

(53) Yard, side shall mean a space on the same premises as the main building and exclusive of the main building, the rear yard, and the street yard.

(54) Yard, street shall mean an open space on the same premises as the main building between the street right-of-way line and a line extending the full width or length of the lot parallel to the street right-of-way line and through the nearest supporting member of the main building.

21.03 RESPONSIBILITIES OF OWNERS AND OCCUPANTS

(1) No owner or individual shall occupy or let to another individual any premise or premise unit unless it is clean, sanitary and complies with all applicable legal requirements of the State of Wisconsin and the City of Stevens Point.

(2) Every owner of a premise or premise units shall maintain in a clean and sanitary condition the shared or public areas.

(3) Every owner or occupant of a premise or premise unit shall maintain in a clean and sanitary condition that part or those parts of the premise or premise unit that he occupies and controls.

(4) Every owner or occupant of a premise or premise unit shall store and dispose of all his rubbish in a clean, sanitary and safe manner. Recyclables and refuse shall not be visible from the street and recyclables, refuse, or their containers cannot be stored between any structure and the street, except on collection days.

(a) Recyclable Materials.

1. Definition.

MAINTENANCE AND OCCUPANCY

Sec. 21.03

a. Recyclable materials shall include all that as mandated by Portage County Solid Waste Department (PCSWD) www.co.portage.wi.us/mrfb/materialrecoveryitems.htm Transfer Facility at 600 Moore Road, Plover WI. Such recyclables may include the following: Aluminum and steel cans, glass, plastic bottles, paper, cardboard.

2. Disposal of Recyclable materials.

a. No recyclable material shall be disposed of with the regular City refuse except for those recyclables rendered useless for recycling purposes. Only recyclable materials shall only be placed in the green lid cart that is provided by the city with the lid fully closed for collection. Recyclable materials shall include all those materials as mandated by Portage County Solid Waste Department (PCSWD) www.co.portage.wi.us/mrfb/materialrecoveryitems.htm Transfer Facility at 600 Moore Road, Plover WI.

b. All recyclable materials may be commingled and placed in the green lid carts. Newspapers and magazines may be placed in brown grocery bags and then commingled with all other recyclables.

(b) Non-recyclable refuse.

1. Every owner or occupant of a premise or premise unit shall store and dispose of all garbage and any other waste and recyclable materials in a clean, sanitary and safe manner and will only be collected by the city if in storage carts provided by the city with the lid fully closed.

2. Every owner of a premise shall supply facilities with enough City carts as needed for the sanitary, safe storage and disposal of garbage and recyclable materials. Carts for refuse and recyclable materials collected by the city shall be placed at the curb and shall be readily accessible for removing and emptying the same and shall be placed no sooner than 6:00 p.m. the day before collection to midnight the day of collection. Any refuse, recyclables, or carts placed at the street/curbside beyond such times shall be subject to removal or orders to correct violation by the City or its contractor and the owner of the property shall be charged a fee for disposal pursuant to Wis. Stats. 66.062 along with a service charge as provided in this Ordinance.

3. Commencing September, 2008 all non-recyclable refuse shall be placed in the brown lid carts with lids fully closed for collection.

4. No person shall deposit or dispose of hypodermic needles, scalpels, lancets or other sharp medical waste with garbage or other refuse please call 715-346-1537 or 715-345-1573 for proper disposal procedures.

5. Disposal of Yard Waste.

a. Yard waste shall include all leaves, yard and garden debris and brush, including clean woody vegetative material no greater than 4" in diameter. This term does not include stumps, roots, shrubs with intact root balls or brush cleared from undeveloped property.

b. Yard waste shall be recycled or disposed of by residents at their own cost. The City may provide at certain locations, deposit areas for such yard waste. It shall be unlawful for any person to deposit such yard waste contrary to the regulatory signs at each site specifying methods of disposal. Any person violating the provisions of this section shall be fined.

(c) Recycling. Multiple Family and Non-Residential Facilities

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1. Every owner of a multiple dwelling containing 5 or more dwelling units shall implement a recycling program which includes the following:

- a. Notify tenants, including seasonal tenants, in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter of the programs under this section.
- b. Provide for the collection of recyclable materials separated from the solid waste by the tenants and the delivery of the recyclable materials to a materials recovery facility.
- c. Notify tenants, including seasonal tenants, of reasons to reduce and recycle, which materials are collected, how to prepare recyclable materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and phone number.

2. Every owner or designated agent of non-residential facilities and properties shall implement a recycling program which includes the following:

- a. At least semi-annually, notify in writing all users, tenants and occupants of the properties of the programs under this section.
- b. Provide for the collection of recyclable materials separated from the solid waste by the users, tenants and occupants and the delivery of the recyclable materials to a recycling facility.
- c. Notify user, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare recyclable materials in order to meet the processing requirements of the responsible unit's or out of state unit's recycling program, collection methods or sites, locations and hours of operation, and a contact person or company, including name, address and phone number.

(5) and (6) Deleted 4-15-92.

(7) Every rental dwelling unit shall have screens providing ventilation and storm or thermal windows in season. Once installed, in any one season, the screens, storms, and thermal windows become the responsibility of the occupant.

(8) Every occupant of a premise containing a single unit shall be responsible for the extermination of insects, rodents and/or animal pests on the premises; and every occupant of a premise unit in a premise containing more than one (1) premise unit shall be responsible for such extermination whenever his premise unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a premise in a reasonably insect, rodent and/or animal pestproof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the premise units in any premise, or in the shared or public parts of any premise containing two (2) or more premise units, extermination thereof shall be the responsibility of the owner.

(9) No owner or occupant of a premise or premise unit shall accumulate rubbish, boxes, lumber, scrap metal, appliance, or any other material or furniture designed for interior use on the premises which it is exposed to the weather for longer than 24 hours in such a manner that may be unsightly to, incompatible with, or repugnant to the residential or commercial neighborhood.

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

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

SECTION I: That of Section 7.06 of the Revised Municipal Code of the City of Stevens Point is hereby amended to read as follows:

7.06 Solid Waste Disposal, Recycling, Yard Waste and City of Stevens Point Drop-off

(1) Garbage and recycling disposal and City of Stevens Point drop-off operations.

(a) *Supervision.* The curbside collection of garbage, recyclable materials, yard waste and operation of the City of Stevens Point drop-off as defined in this section shall be under the supervision of the board of public works, which shall make such regulations as are necessary regarding the time and method of collection of garbage and recyclable materials. The enforcement of health regulations relating to garbage and refuse disposal shall be designated as the responsibility of the director of public works or his designee.

(b) *Curbside collection of garbage and recyclable materials.* How and when made. The collection, removal and disposal of garbage shall be made at least once a week. The collection, removal and disposal of recyclable materials shall be made at least twice a month. All collections of garbage and recyclable material shall be made at curb/street side or City maintained alleys only in City owned collection carts. Garbage and recyclable materials must be at curb/street side by 7:00 a.m. Carts shall not be out earlier than 6:00 p.m. the day before collection and must be off curb/street side by 12:00 midnight the day of collection. Each improved and occupied residential tax parcel will be allowed a maximum of four (4) garbage carts and a maximum of four (4) recycling carts. Current fees for carts and cart collection are available on the City of Stevens Point website or by calling the Stevens Point streets department at (715) 346-1537. All carts are the property of the City of Stevens Point.

(c) *City of Stevens Point Drop-off Site.* The drop-off site is located one block north of the entrance to Bukolt Park, in front of the City Garage at 100 Sixth Avenue, Stevens Point WI 54481. Hours of operation are posted at the site and on the City of Stevens Point website at <http://www.stevenspoint.com>. Materials accepted at the drop-off are as follows: Lead acid vehicle batteries, used automotive engine oil filters, motor oil, yard waste, brush, recyclable materials, bulk items may be brought to the drop-off area for a fee and small amounts of demolition may be brought on certain days for a fee. Current fees for bulk items and demolition material are available on the City of Stevens Point website or by calling the Stevens Point street department at (715) 346-1537. A City of Stevens Point employee shall oversee all drop-off operations and shall have the right to refuse any product he/she deems unacceptable. The City drop-off site shall be available for use by City of Stevens Point residents from improved and occupied residential tax parcels of single-family dwellings up to four (4) units. This drop-off site is not equipped to handle the volume generated from commercial properties and shall not accept any yard waste, brush, recyclable materials, lead acid vehicle batteries, used automotive engine oil filters, motor oil or demolition material from owners or the designees of Multiple-family dwellings and Nonresidential facilities *and properties*. Materials shall be deposited in approved containers or designated areas throughout the drop-off for the purpose of collection and/or transportation to a processing or composting site.

(2) Abrogation and greater restrictions.

(a) It is not intended by this chapter to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, codes or permits previously adopted or issued pursuant to law. However, when this chapter imposes greater restrictions, the provisions of this chapter shall apply.

(3) Interpretations.

(a) In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by Wisconsin Statutes. Where any terms or requirements of this chapter may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this chapter is required by Wisconsin Statutes, or by a standard in chapter NR 544, Wisconsin Administrative Code, and where the chapter provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes or chapter NR 544 standards in effect on the date of the adoption of the ordinance from which this chapter derives or in effect on the date of the most recent text amendment to this chapter.

(4) Definitions. For the purpose of this chapter, the following words and phrases shall have the meanings ascribed to them in this section:

- (a) *Aluminum cans* shall include used beverage cans only.
- (b) *Aseptic boxes and paper cartons* includes soup, milk, broth, orange juice, soymilk, etc.
- (c) *Ashes* shall mean the residue from the burning of combustible materials,
- (d) *Bimetal container* means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.
- (e) *Brush* means clean woody vegetative material not greater than six inches in diameter and shrubs without root balls attached.
- (f) *Bulk item* means any item that is too large to fit in your garbage/refuse cart with the lid closed. Bulk item classification excludes the following items: appliances, demolition material, electronic waste, hazardous waste, recyclables, tires, wet paint and yard waste.
- (g) *Container glass* shall include container glass only. The term "container glass" does not include ceramic cups, dishes, ovenware, plate glass, safety and window glass, heat-resistant glass such as Pyrex, lead-based glass such as crystal or TV tubes.
- (h) *Corrugated cardboard* shall include corrugated cardboard only and does not include waxed cardboard or chipboard such as cereal boxes, shoeboxes and similar materials.
- (i) *Demolition Material* means materials produced in the process of construction, renovation and/or demolition of structures. Demolition material typically include concrete, asphalt, wood, gypsum wallboard, glass, rubble, and roofing materials.
- (j) *E-cycle Electronics* means computers, televisions, desktops printers, computer peripherals, DVD players, VCR's, digital video recorders, fax machines and telephones with video displays.
- (k) *Garbage* means waste products and refuse not identified as recyclable under current or future Wisconsin recycling law or otherwise identified in this ordinance, and which are not otherwise

prohibited from being disposed of in any State of Wisconsin funded landfill or transfer facility by this ordinance.

(l) *Household hazardous waste* shall fall into one of four categories, which will be noted on the container.

(1) *Flammable* – Ignites easily and burns rapidly

(2) *Corrosive* – May cause deterioration of body tissues or erosion of material at the site of contact

(3) *Explosive* – Contents may explode if incinerated or stored above 82^o F

(4) *Toxic/Poison* – Harmful or deadly upon contact, ingestion or inhalation

(m) *Lead acid batteries* means lead acid batteries from trucks, motorcycles and automobiles.

(n) *Magazines* means magazines and other materials printed on similar paper.

(o) *Major appliances* means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, oven, microwave oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove. Otherwise known as white goods.

(p) *Medical waste* means medical needles/syringes or other sharps items.

(q) *Medicine* shall mean prescription and over-the-counter pharmaceuticals. Not to include nebulizers (inhalers), empty medicine containers, radioactive medicines, syringes, needles or sharps.

(r) *Mixed papers* shall include all grades of papers including white, colored, ledger, shiny, coated, carbonless or NCR papers; envelopes including window, labeled and kraft; magazines; catalogs; phone books; computer printout paper; glued pads and tablets; file folders; keypunch cards; spiral notebooks; cereal boxes; shoe boxes; etc., and can include clips and staples, but may not include hand towels or other paper products from restrooms or soiled napkins and paper plates. The term "mixed papers" also does not include carbon paper, cellophane or any waxed paper.

(s) *Motor oil (automotive)* shall mean any of the well-developed lubrication for automotive engines only.

(t) *Multiple-family dwelling* means a property containing five or more residential units, including those, which are occupied seasonally.

(u) *Newspapers* shall include newspapers and newspaper advertisements only. The term "newspapers" does not include mixed paper as defined in this subsection.

(v) *Nonresidential facilities and properties* mean commercial, retail, industrial, institutional and governmental facilities and properties. The term "nonresidential facilities and properties" does not include multiple-family dwellings.

(w) *Office paper* means high-grade printing and writing paper.

(x) *Oil filters* means used automotive oil filters.

(y) *Other recyclable materials (not collected curbside)*, includes lead acid batteries, large plastic items, waste oil, E-cycle electronics, waste tires, major appliances, used engine oil filters and absorbent materials.

(z) *Person* includes any individual, corporation, partnership, association, or local governmental unit as defined in § 66.0825(3) (f) Wis. Stats., state agency or authority or federal agency.

(aa) *Plastic bottles* shall include only plastic bottles clearly marked with the recycling emblem, encircling the #1 (PET or PETE) or the #2 (HDPE). This does not include motor oil bottles, even if they are labeled #1 or #2.

(ab) *Plastic containers or bottles* made of #3, #4, #5, #6 and mixed or other plastic resin types #7.

(ac) *Recyclable materials* shall include all items deemed collectable by the director of public works for the City of Stevens Point. Such recyclables may include the following: aluminum cans, container glass, corrugated cardboard, mixed papers, newspapers, #1 through #7 plastics, aerosol cans, aseptic boxes, tin and steel cans.

(ad) *Refuse* shall mean all putrescible and nonputrescible solids including garbage, solid waste, ashes and dead animals.

(ae) *Residential* means City of Stevens Point residents from improved and occupied residential tax parcels of single-family dwellings up to four (4) units.

(af) *Solid waste* shall mean garbage, refuse and all other discarded or unsalvageable solid materials, but does not include solids or dissolved materials in wastewater effluents or other water pollutants.

(ag) *Solid waste facility* means a facility for solid waste treatment, solid waste storage or solid waste disposal and includes commercial, industrial, municipal, state and federal establishments or operations such as, without limitation because of enumeration, sanitary landfills, dumps, land disposal sites, incinerators, transfer stations, storage facilities, collection and transportation services and processing treatment and recovery facilities using large machines to produce a principal product of scrap metal for sale or use for remelting purposes. The term "solid waste facility" includes the land where the facility is located. The term "solid waste facility" does not include a facility for the processing of scrap iron, steel or nonferrous metal. The term "solid waste facility" does not include a facility which uses large machines to sort, grade, compact or bale clean wastepaper fibers or plastics, not mixed with other solid waste, for sale or used for recycling purposes. The term "solid waste facility" does not include an auto junkyard or scrap salvage yard.

(ah) *Tin cans* include tin-coated metal cans and steel containers.

(ai) *Tires* means a tire that is no longer suitable for its original purpose because of wear, damage or defect. This term "Waste tires" does not include bicycle tires.

(aj) *Waste material* means any garbage, recyclables, putrescible and non-putrescible solids and discarded or salvageable materials.

(ak) *Yard waste* means leaves, grass clippings, yard and garden debris. The term "yard waste" does not include brush, including clean woody vegetative material no greater than six inches in diameter, stumps, roots or shrubs with intact root balls.

(5) Curbside Collection Containers.

(a) *Required.* Occupants of single-family, two- to four-unit residences and owners of multiple-family dwellings who choose City curbside collection are required to use City owned carts. Each improved and occupied residential tax parcel will be allowed a maximum of four (4) garbage carts and a maximum of four (4) recycling carts. Current fees for carts and cart collection are available on the City of Stevens Point website or by calling the Stevens Point streets department at (715) 346-1537. All carts are the property of the City of Stevens Point.

(b) *Garbage carts,* shall be brown with a brown lid with the City of Stevens Point logo. All carts shall be owned by the city.

(c) *Recycle carts,* shall be brown with a green lid with the City of Stevens Point logo. All carts shall be owned by the city.

(d) *Storage and collection.* Garbage and recycle carts shall be set out on the scheduled collection days at an easily accessible place on the premises at ground level as directed by the board of public works. The carts shall be easily accessible during winter months. Do not place carts on snow banks. Carts must be placed with the arrow facing the street and must be placed four (4) feet away from obstacles such as parked cars, mailboxes and utility poles, including other carts. Improperly placed carts will not be collected. Do not over stuff your carts, over stuffed carts do not allow for gravity to aid in the collection process and your carts may not completely empty. Carts set out for any collection shall not be set out more than 13 hours prior to the day of collection and shall be removed no later than midnight the day after collection. Except when set out for street collection, no containers of any type shall be located at any time in any front yards or corner side yards. No garbage or recycle carts of any type shall be located so they are visible from the front of the property, except in cases of scheduled pickup.

(e) *Contents of containers.* Covers to the carts shall be closed as to prevent contents from spilling out of cart and to prevent the admission of snow and water. Garbage carts shall not contain any of the following: *Hot cinders, hot ashes or any smoldering embers, major appliances, recyclable materials, e-cycle electronics, yard waste, branches, waste tires, wet paint, demolition material, motor oil, medical waste, medicines, engine oil filters and absorbent materials.* Recycle carts shall not contain any of the following: *Garbage, hot cinders, hot ashes or any smoldering embers, major appliances, e-cycle electronics, yard waste, branches, waste tires, wet paint, demolition material, medical waste, medicines, motor oil, engine oil filters, absorbent materials, plastic film, shrink wrap or bags, plastic straws, plates, silverware, drink pouches, styrofoam, aluminum foil, baking pans, light bulbs, mirrors, window glass, ceramics and clay pots.*

(6) Additional regulations.

(a) *Demolition material.* All waste resulting from remodeling, construction or removal of a building, roadway or sidewalk shall be disposed of by the owner, builder or contractor. City of Stevens Point residents may use the drop-off for small amounts of demolition on certain days for a fee. Any fees charged for the disposal of demolition material shall be the responsibility of the generator. The City drop-off site shall be available for use by City of Stevens Point residents from improved and occupied residential tax parcels of single-family dwellings up to four (4) units.

(b) *Nonresident disposal.* No person shall bring waste material for disposal into the City of Stevens Point or to its drop-off or pit unless such person is authorized to do so.

(c) *Storage of waste material.* Storage of waste material shall be in accordance with the following:

(1) *Ownership.* All waste material collected by city trucks or authorized vehicles shall be the property of the city. Transfer of ownership is completed upon disposition into the trucks by the collection personnel. Every owner, tenant or person occupying any building is responsible for the proper storage and removal of all waste materials.

(2) *Storing of waste material.* Any accumulation of waste material, garbage or building waste on any premises in the city is a nuisance and is prohibited. The owner of the premises upon which the accumulation takes place shall be responsible for removal of the accumulation.

(3) *Dumping waste material, recyclables, and brush or yard waste.* No person shall rake, deposit, throw, place or leave any waste material, recyclables, brush or yard waste upon any highway, street, court, lane, alley or other public way, park, vacant lot, yard, body of water or any other place except at an appropriate solid waste, recycling or licensed collection facility required in this chapter for those purposes.

(d) *Nonresidential facility and multi-family dwellings.* Each nonresidential facility and multi-family dwelling must legally dispose of solid waste, recycling, yard waste, brush, demolition material, e-cycle electronics, household hazardous waste, lead acid batteries, major appliances, medical waste, medicines, motor oil, used oil filters, tires, waste oil and wet paint by self-hauling or must arrange for the collection, removal, and disposal with a private hauler licensed to collect these waste materials in the City of Stevens Point.

(e) *Vehicle Licensing and Regulations.* See Section 12.11 of the Revised Municipal Code.

(7) Enforcement and penalty.

(a) Any authorized officer, employee or representative of the city, including the hauler, may inspect recyclable materials separated for recycling, garbage waste intended for disposal, collection sites and facilities, collection vehicles, collection areas and properties, solid waste disposal facilities and solid waste treatment facilities, and any records relating to recycling activities, for the purpose of ascertaining compliance with the provisions of this chapter. No person may refuse access to any authorized officer, employee or authorized representative of the city or licensed hauler who requests access for purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.

(b) All garbage and recyclable materials must be at curb/street side by 7:00 a.m. Carts shall not be out earlier than 6:00 p.m. the day before collection and must be off curb/street side by 12:00 midnight the day of collection. Any garbage or recyclables placed out beyond these hours is subject to removal with the costs charged to the property owner.

(c) A City of Stevens Point employee shall oversee all drop-off operations and shall have the right to refuse any product he/she deems unacceptable. The City drop-off site shall be available for use by City residents from improved and occupied residential tax parcels of single-family dwellings up to four (4) units. This drop-off site is not equipped to handle the volume generated from commercial properties or private contractors and shall not accept any yard waste, brush, recyclable materials, lead acid vehicle batteries, used automotive engine oil filters, used motor oil or demolition material from owners or the designees of multiple-family dwellings and nonresidential facilities *and properties*. The drop-off attendant may request proof of city residency from any person requesting use of the drop-off.

(8) Separation of non-refuse materials.

(a) *Required.* Occupants of single-family and two- to four-unit residences, multiple-family dwellings and properties shall separate the following materials from garbage or refuse:

- (1) Aerosol cans non-pesticide only. Nozzle must be attached to can.
- (2) Aluminum containers
- (3) Aseptic boxes and paper cartons
- (4) Bimetal containers
- (5) Brush
- (6) Corrugated paper or other container board
- (7) Demolition material
- (8) E-cycle electronics
- (9) Glass containers
- (10) Household hazardous waste
- (11) Lead acid batteries
- (12) Magazines or other material printed on similar paper
- (13) Major appliances
- (14) Medical waste/sharps
- (15) Medicines
- (16) Motor oil (automotive) and oil filters
- (17) Newspaper or other material printed on newsprint
- (18) Office paper
- (19) Plastic containers made of PETE #1 and HDPE #2.
- (20) Plastic containers or bottles made of #3, #4, #5, #6 and mixed or other plastic resin types #7.
- (21) Tin/steel cans
- (22) Tires, as defined in § 289.55(1)(c) Wis. Stats.

(23) Waste oil, used automotive engine oil filters and absorbent materials

(24) Wet paint

(25) Yard waste

(b) *Designation of recyclable materials.* The director of public works reserves the right to designate additional solid waste materials as recyclable, or currently collected materials as no longer recyclable in accordance with state law and to either add or delete them from any collection services provided by the city or its contractors.

(c) *Care of recyclable materials.* To the greatest extent practicable, the recyclable materials separated in accordance with this section shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other nonrecyclable materials, including but not limited to household hazardous waste, medical waste, medicine and agricultural chemical containers. Recyclable materials shall be stored in a manner, which protects them from wind, rain and other inclement weather conditions.

(9) Preparation and collection of recyclable materials.

(a) Except as otherwise directed by the director of public works, occupants of single-family, two- to four-unit residences and owners of multiple-family dwellings who choose City curbside collection of recyclables shall do the following for the preparation and collection of the separated materials as specified in this section:

(1) *Aerosol cans* non-pesticide only, shall be empty with the nozzle attached.

(2) *Aluminum cans* shall be empty and shall include used beverage cans only.

(3) *Aseptic boxes and paper cartons* includes soup, milk, broth, orange juice, soymilk, etc. Discard removable plastic caps; do not remove spouts. Empty, rinse and flatten.

(4) *Bimetal cans* shall be empty.

(5) *Corrugated cardboard*, not to exceed cart dimensions, shall be clean and must be flattened.

(6) *Glass containers* shall be clean and labels may remain on the glass containers. Glass should not be broken. Glass does not include ceramic cups, dishes, ovenware, plate glass, safety and window glass, heat-resistant glass such as Pyrex, lead-based glass such as crystal or TV tubes.

(7) *Magazines/mixed paper* includes all grades of paper such as white, colored, ledger, shiny, coated, carbonless and NCR papers; envelopes including windowed, labeled and kraft; magazines; catalogs; phone books; computer printout paper; glued pads and tablets; file folders; keypunch cards; post-it notes; spiral notebooks; cereal boxes; shoe boxes; etc. Magazines/mixed papers can include paper clips and staples, but may not include carbon paper, cellophane or any waxed paper, hand towels or other paper products from restrooms or soiled napkins and paper plates.

(8) *Newspaper* includes newspaper and newspaper advertisements only and does not include catalogs, magazines or other paper.

(9) *Plastic bottles #1 and #2* shall be clearly marked with the recycling emblem encircling the #1 (PET or PETE) or the #2 (HDPE). This does not include motor oil bottles, even if they are labeled #1 or #2. Caps must be removed; labels may remain on plastic bottles.

(10) *Plastics #3 - #7* includes bottles, jugs, food, beverage, deli, ice cream, yogurt, cottage cheese, bakery, medicine/pill, kitty litter containers, flower pots or trays, clear/rigid clam shell packaging, 5 gallon pails and small toys. Plastics shall be clean, caps and lids must be removed; labels may remain on plastics.

(11) *Tin/steel cans* shall be clean; labels may remain on cans. Tin cans with molded or round bottoms can be recycled without the molded or round bottom removed, provided the can has been rinsed. This includes tin-coated metal cans and steel containers.

(b) All recyclable material shall be co-mingled and placed in a City of Stevens Point owned brown cart with a green lid and city logo. Recyclable materials must be at curb/street side by 7:00 a.m. Carts shall not be out earlier than 6:00 p.m. the day before collection and must be off curb/street side by 12:00 midnight the day of collection. Any garbage or recyclables placed out beyond these hours is subject to removal with the costs charged to the property owner.

(c) The hauler has the right to reject or leave at the curb any recyclable material or solid waste that is not prepared according to the specifications of this section, or in the regulations provided by the contractor or the City of Stevens Point to the service recipients. Materials may also be rejected if proper separation of materials has not occurred, if your carts are improperly placed or the lid on your cart is not completely closed. In such cases, the hauler shall notify the generator in writing by means of issuing a tag listing the reason/reasons for non-collection.

(10) Management of lead acid batteries, major appliances, motor oil, yard waste, brush, demolition material, household hazardous waste, large plastic items, medical waste/sharps, medicines, bulk items, wet paint, e-cycle electronics, waste tires and used automotive engine oil filters.

(a) Except as otherwise directed by the director of public works, occupants of single-family and two- to four-unit residences, shall manage lead acid batteries, major appliances, motor oil, yard waste, brush, demolition material, household hazardous waste, large plastic items, medical waste/sharps, medicines, bulk items, wet paint, e-cycle electronics, waste tires, used automotive engine oil filters and absorbent materials as follows:

(1) *Brush* six inches in diameter and under may be transported to the City of Stevens Point drop-off. No branches shall be disposed of as general waste.

(2) *Bulk item* collection occurs the Monday after the bulk item tag is purchased in most cases. (Collection will take place the following Tuesday if a Holiday occurs on the preceding Monday.) Bulk item pick-up tags can be purchased at the City of Stevens Point Comptroller/Treasurer's office, 1515 Strongs Avenue, Stevens Point WI 54481. Bulk items should be placed at curb/street side no sooner than 13 hours before your scheduled collection day. (In most cases that will be Monday morning.) Place your bulk item in the same area your garbage cart is collected, making sure you do not block the sidewalk. Bulk items may also be brought/self-hauled to the Stevens Point drop-off facility or to the Portage County Solid Waste Transfer Facility for a fee. Current fees for bulk items are available on the City of Stevens Point website or by calling the Stevens Point Streets department at (715) 346-1537. Any fees charged for bulk items shall be the responsibility of the generator.

(3) *Demolition material* shall be transported to the City of Stevens Point drop-off for a fee. Please call (715) 346-1537 for restrictions and fees. No demolition material shall be disposed of as general waste. Any fees charged for the disposal of demolition material shall be the responsibility of the generator.

(4) *E-cycle electronics* shall be transported to an e-cycle drop-off location. Call (715) 346-1537 for a current list of e-cycle components and e-cycle locations. Any fee charged for recycling electronics shall be the responsibility of the generator.

(5) *Household hazardous wastes* shall be transported to the Portage County Solid Waste Department Transfer Facility by appointment only. Any fees charged for the disposal of hazardous wastes shall be the responsibility of the generator.

(6) *Lead acid batteries* shall be recycled at a retail business that sells lead acid batteries and accepts used batteries for the purpose of recycling, at a recycling facility or may be brought to the City of Stevens Point drop-off. Any fee imposed for the recycling of used batteries shall be the responsibility of the generator.

(7) *Major appliances* shall be recycled at a retail business that sells appliances and accepts used appliances for the purpose of recycling, at a scrap metal dealer or at a solid waste facility that accepts appliances for the purpose of recycling. Any fee imposed for the recycling of used appliances shall be the responsibility of the generator. Freon free major appliances excluding microwaves, may be brought to the City of Stevens Point drop-off at the cities discretion. Please call (715) 346-1537 for more information.

(8) *Medical waste/sharps* are collected by local pharmacies. Call (715) 346-1537 for the list of participating pharmacies. No medical needles/syringes or other sharps items shall be disposed of as waste material.

(9) *Medicines* can be brought to the City of Stevens Point or Plover police departments. Call (715) 346-1537 for more information.

(10) *Motor oil* shall be recycled at a retail business that sells oil or automotive products and accepts oil for the purpose of recycling, at an oil refinery or at a solid waste facility or automotive waste oil only may be brought to the City of Stevens Point drop-off in a clear screw cap plastic container of 2.5 gallons or less. Any fee imposed for the recycling of used oil shall be the responsibility of the generator.

(11) *Oil filters* from automotive engines shall be transported to the City of Stevens Point drop-off or the Portage County Solid Waste Transfer Facility. Any fee charged for recycling oil filters shall be the responsibility of the generator.

(12) *Plastic items (large)* shall be transported to the Portage County Material Recovery Facility at 600 Moore Road in Plover, Wisconsin.

(13) *Tires* shall be recycled at a retail business that sells tires or automotive products or at a solid waste facility. Any fee charged for the recycling of used tires shall be the responsibility of the generator.

(14) *Wet paint* must be dried out and can be added to your garbage cart.

(15) *Yard waste* either shall be home-composted using an effective back yard compost system or transported to the City of Stevens Point drop-off. No yard waste shall be disposed of in City owned garbage or recycle carts.

(11) Prohibitions on disposal of recyclable materials and unlawful burning or burial of waste material.

(a) *Generally.* No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in section 7.06 which has been separated for recycling.

(b) *Unlawful burning or burying.* It shall be unlawful for persons to burn or bury solid waste materials, recyclable materials, bulk items, demolition material, e-cycle electronics, household hazardous waste, lead acid batteries, major appliances, oil filters, large plastic items, tires, motor oil, paint, medicines and medical waste/sharps on residential or nonresidential properties.

(12) Unlawful removal of recyclable materials (antiscavenging).

(a) It shall be unlawful for any person, unless under contract with or licensed by the City of Stevens Point, to collect or remove any recyclable material that has been deposited or placed at the curb for the purposes of collection for recycling.

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: November 9, 2015
Adopted: November 16, 2015
Published: November 20, 2015

**FINANCE COMMITTEE
NOVEMBER 9, 2015 AT 6:20 P.M.
LINCOLN CENTER – 1519 WATER STREET**

PRESENT: Ald. Slowinski, Phillips, Patton, Van Stippen and Kneebone

ALSO

PRESENT: Mayor Wiza; C/T Ladick; Clerk Moe; City Attorney Beveridge; Directors Ostrowski, Schrader, Lemke, Schatschneider; Ald. Doxtator, Ryan, Mrozek, Morrow, McComb, Oberstadt; Interim Police Chief Skibba; Fire Chief Finn; Human Resource Manager Jakusz; Deputy C/T Freeberg; Jacob Mathias; Nate Enwald; Cathy Dugan; Bob Fisch; Neil Prendergast

ITEM #1 – PUBLIC COMMENTS ON THE PROPOSED 2016 OPERATING BUDGET.

Mayor Wiza stated that since the budget was out and everyone got involved early, he believes the process went very smoothly and thanked C/T Ladick and his office for all the work. He also thanked the general public and Alderpersons for being involved and putting in their input.

ITEM #2 – REVIEW AND POSSIBLE ACTION ON THE PROPOSED 2016 OPERATING BUDGET.

Ald. Kneebone questioned the transfer from room tax in the amount of \$220,000 to the general fund. She questioned why we want to take money out of something that we could use for projects that could bring people into Stevens Point and put it in the operating budget where it will be used for other items. Mayor Wiza replied the State allows us to use 30% of the room tax budget for our operational costs because tourists also use our roads, parking lots, emergency services, police, fire, garbage services, etc., so the State has recognized that about 30% is what the cities could be using to help offset some of the costs. We have not done that in the past, but this will be something that we will be looking at incorporating now.

Ald. Kneebone stated in 2014 and 2015, there was \$100,000 taken out of room tax and put into the general fund, why are jumping that up \$120,000. Mayor Wiza stated that is what used to be done, but they are making the change now.

C/T Ladick stated the primary issue is that we are losing over \$460,000 in State aid, which will be the lowest amount of State aid since 1994. We came up with this as a way to preserve services and jobs. In the past, some of the items that have been talked about to plug holes in the operating budget included closing the pool and getting rid of crossing guards. The intention is to continue the City services that we have, despite the fact that we are losing a very significant amount of money from the State. The larger strategy is the fact that operations are tightly restricted and capital spending is not, so we are optimizing our resources to retain the current services and staffing.

Ald. Kneebone stated it is just disappointing that we have to do this.

C/T Ladick reminded everyone that the general fund strongly supports the Parks and Recreation department. In the past when there had been issues with the general fund, Parks has taken some hits. The general fund is also what makes sure we have police officers and firefighters.

Ald. Slowinski stated there had been a lot of great projects that have been developed through the room tax, which was designed to help them get on their feet and then we will continue to support them through the general fund.

Ald. Van Stippen questioned the debt service increasing in 2014 and 2015 and now will go down in 2016 and whether or not that is good or bad.

Mayor Wiza stated that generally, in the past, we increased our debt and one of his goals was to reduce that debt. This year, we reduced the amount of debt service, so we are making progress but still have things that need to be done. It is a priority and he hopes to continue to bring that number down going into the future.

C/T Ladick stated one of changes that was made earlier in the year was transferring money from the healthier TIF's(5 & 7) to TIF 6, so that also reduced the tax burden.

Ald. Patton questioned if C/T Ladick knew what the debt service number would look like after the budget next year. C/T Ladick stated it is too soon to tell, but what he does is strategize where we are as far as property tax rate and what we have available for debt service capacity. When a new bond is issued, he stated he looks at each year to see how much is coming due and then he tries to balance it out. He can adjust payments for each year to help alleviate any potential issues. The grade separation that is going to be done in 2017 will be a more sufficient borrowing, so in 2018 there will definitely be an increase in levy for debt service. He believes 2017 should be stable.

Ald. Kneebone stated that since the Plan Commission suggested bike hitches at Mead Park, that maybe some of the room tax dollars could be used to fund those since Director Schrader probably did not plan on that in his budget.

Ald. Phillips questioned if there was an increase in salaries and wages this year. C/T Ladick replied there is the pay plan in place, which allows step increases based on experience and performance and there was also an across the board adjustment of .73%, which was the most we could do without going to referendum as that is the Consumer Price Index (CPI) and if we want to exceed that, it has to go to referendum.

Ald. Phillips stated the reason he is bringing this up is to be fair to everyone. He went on to say that there is a group of employees that were redlined on the pay plan and the reason for that was that they were substantially overpaid. During pay plan discussions, it was said that no one would receive less pay, they would, at least, stay flat. He then asked if they would be getting a raise, making them more overpaid. C/T Ladick stated the budget, as proposed, would include a raise for everyone, including redlined employees.

Ald. Phillips stated that is not fair to the rest of the employees, these people will get a bigger raise than people making less than them because .73% on \$20 is more than .73% on \$10, and they are supposed to be redlined, they should not be getting any sort of raise. He believes they should be leveled off to bring these bottom people up more, so he would like to see an adjustment made to take away the raise for the redlined employees.

Ald. Patton agreed with Ald. Phillips stating it sounded good when it was being discussed, but when the math is put to it, it is not fair and does not make sense.

Mayor Wiza stated it was not talked about as being fair by everyone. The employees who are redlined, for the most part, are long-term employees. The lower grades have not been here as long and are entitled to periodic step increases. The people that are lower in the pay plan are eligible for step increases and the .73% increase. The people that have been here longer are eligible for those steps less frequently, so as the employee is with the City longer, the fwage

increases occur less frequently. In all fairness, to keep that plan viable, you have to have increases like this, annually. He believes the reason the first pay plan went out of date was because those CPI increases were not added, so if we do not keep doing that, it will fall behind again.

Human Resource Manager Jakusz stated step increases are based on performance. An employee that is eligible for a step increase has to have a satisfactory performance evaluation, which is done on an annual basis. She corrected a previous statement, stating that when the pay plan was redone, some employees that have been here a longer period of time had an upward adjustment of their grade from the prior pay plan we were on, actually started at a lower step. Some people who have worked for the City for 10-15+ years did start at step 1 because it was based on where their annual salary was the year prior to the implementation of the pay plan. They were moved to a grade and a step that gave them an increase and we were not able to take into account all their years of service because that would have been far too costly at implementation time.

C/T Ladick added when a study like that is done, you identify people who are underpaid and people that are overpaid. The people that were considered to be overpaid were frozen and some of the people that were underpaid were put in the first step and they have a scheduled progression of raises every year. If you look at the overall salary ranges of employees with the City, you are looking at a range of approximately \$30,000 to \$90,000 and the employees that are red circled are pretty much all in the \$40,000 range. There is no one above \$45,000 that is red circled.

Jakusz also mentioned that earlier this year, the Personnel Committee approved, and the Council affirmed the action, modifying one of the policies relating to the pay plan. It is now up to the City Council to decide if the red circled employees would be afforded an increase.

Ald. Slowinski agreed with the Mayor in regard to staying in line with comparables as that was what got us in trouble last time. He supports this because he believes we need to maintain the integrity of this pay plan and continue to move forward with it and not fall behind.

Ald. Patton agreed that we do not want to fall behind again, but it is just the disparity that some are going to get much more than others on the lower end of the scale.

Jakusz added we are still required to bargain with three bargaining units (fire, police and transit) over wages, so bear in mind that we have to look at comparables for those groups. So many times the settlements are going to be about the WI Employment Relations Commission set CPI that C/T mentioned earlier. She is still concerned about management positions and wage compression. If we only do an across the board increase as allowed by CPI, that is lower than what the settlements are with some of the bargaining units.

C/T Ladick questioned Jakusz how many times employees have not received a step increase due to poor performance. Jakusz stated in the last 18 years, she recalls 2.

C/T Ladick clarified how the raises will work. Certain employees will see the step increase of about 2.5% and the .73%, so going into 2016, they would be receiving an increase of 3.2%. For the red circled employees, they would not qualify for steps because they are already off the chart, so they would just get .73%. The decision that needs to be made is do we give one group the 3.2% and the other .73% or one group 3.2% and the other 0%.

Ald. Slowinski agreed with Jakusz with regards to the wage compression and wants to make sure that is monitored and to keep looking for ways to prevent it.

Ald. Patton suggested that we put together something that will show when compression starts to happen so we can see it coming and plan for it.

C/T Ladick stated outside public safety, both management and hourly employees are on the same pay plan, so you are going to see both groups getting 3.2%, therefore staying even.

Ald. Phillips again stated that the employees that are redlined are getting twice as big of a raise as some that are not. Ald. Slowinski stated as C/T Ladick explained, the non-redlined employees are getting .73% plus the 2.5%, depending on where they are in the pay plan. He does not believe that is happening because the lower ones are getting steps in addition to the CPI. Ald. Phillips asked what if they are not getting a step this year, then the redlined employees are getting more and that is not fair.

Mayor Wiza stated the math is the same for the employees who are above the redlined people, for example, if someone is redlined at step L and someone else is at step M, the person at step M will be getting a bigger raise than the person at step L. He sincerely believes this .73% across the board is the fairest way to implement a standardized increase through the entire pay plan and remain viable.

Meeting was recessed at 6:50 P.M. and reconvened at 7:05 P.M.

Motion made by Ald. Patton, seconded by Ald. Van Stippen, to approve the 2016 Budget as presented.

Ayes: Ald. Slowinski, Patton, and Van Stippen Nays: Ald. Phillips Motion carried.

ITEM #3 – INFORMATIONAL PRESENTATION ON SELF-INSURING WORKER'S COMPENSATION.

C/T Ladick gave a presentation (attached) on self-insuring our worker's compensation insurance. He explained the differences between fully insured and self insured, stating that we currently self insure our health insurance. Portage County self insures both health and worker's compensation and it has saved them a great deal of money. Although there is some risk associated with going self insured, he believes the benefits outweigh the risks and recommends going with the same third party administrator that several other municipalities use, which is Cities and Villages Mutual Insurance Company (CVMIC).

Ald. Phillips questioned why the 2014 number for worker's compensation claims was so low and questioned if that could be because of the health program we started. C/T Ladick stated that could be part of it, but also stated claims do fluctuate a lot. He said he would like to think that we are getting better with safety and addressing issues, and agrees the FIT program has been positive. We do continue to work on getting management and supervisors to enforce safety policies and make sure we are creating a safe culture.

Ald. Slowinski questioned if there would be any extra burden on our staff or if the third party administrator would be taking care of it all. C/T Ladick replied it should not be a significant burden. One thing we have to do is set the premium rates, but the administrator would be taking care of most of it. He stated the Human Resource Manager already puts in a lot of work with the worker's compensation program because when there is a claim, there are a number of

things to do and paperwork to complete. That being said, we do not anticipate any significant burden.

Ald. Slowinski questioned when this is going to be implemented. C/T Ladick stated originally we were going to do it for 2017, however once they realized the benefits, they decided to try to get it done for January 1, 2016. He stated there would not be anything additional added to the budget, it would be left the same as it is now. For the first few years, any savings from this will be used to build up the fund, in case we have a year that has a significant amount of claims.

Ald. Slowinski stated he is in support of this change.

Ald. Van Stippen questioned what rate the stop-loss is going to be set at. C/T Ladick replied it would be set to kick in at \$500,000, which means the City would pick up the first \$500,000 and the insurance carrier would pay anything over that.

Ald. Van Stippen questioned if that could be lowered or raised at any point and if there would be a cost difference. C/T Ladick replied there would be a cost difference, but unfortunately with worker's compensation, there is not a lot of availability for stop-loss policies that are lower than \$500,000. The downside is that there is a risk, especially for the first year, but typically our claims have not gotten that high. If we were able to get a lower stop-loss rate, he would go with that for the first year or two, but unfortunately, it is not available.

Ald. Slowinski questioned if the \$500,000 is for one claim or for the year. C/T Ladick stated that is per person, although you can get an aggregate. We would have to pay \$500,000 for each claim, but you could get an aggregate of a million, so your total claims could not go over a million. C/T Ladick stated we could get the aggregate but he is going to see how the rates come back from the various carriers first. He stated that has been looked at for health insurance as well. Our stop-loss for health insurance is \$60,000 per person and if we had an aggregate and claims were over 3 million, the insurance would pick up everything over that 3 million. We have looked at it in the past, but never found it financially beneficial due to the price.

Ald. Phillips questioned if this will be ready at the December finance meeting. C/T Ladick replied it is being expedited and they are ready to charge ahead with it, if the Council is on board. They are going to try to get it done by January 1, 2016, but they do not have a lot of cushion, as far as time, so if they run into a snag, it may not happen in 2016.

C/T Ladick stated it was not on the agenda for action, but he would like to put it on the Council agenda next week to get authorization from the Council to proceed.

ITEM #4 – ORDINANCE AMENDMENT REPEALING SECTION 2.19 (RESOLUTIONS APPROPRIATING FUNDS) AND SECTION 2.23 (CLAIMS AGAINST CITY) OF THE REVISED MUNICIPAL CODE.

C/T Ladick stated this was brought up last month and the concern with the two thirds requirement is that it does leave the possibility to render the City unable to act and unable to do something that needs to be done if there is a lot of dissention and if you cannot get a two thirds consensus one way or another. It has not been an issue in the past; however there could be an issue, especially where we would be unable to pass a budget, which would be very possible. All that would be needed are 4 people who did not get something that they wanted in the budget, and then we cannot get a budget passed.

Ald. Patton questioned if anyone in the administration has an inkling of that or is that just hypothetical and may happen in the future. Mayor Wiza replied we are looking through

ordinances periodically and if we see something, we bring it to the City Attorney's attention to see if there could be a potential problem. We are trying to clean things up and this is one of those things. There has not been an issue, that he is aware of, it is just that the potential is there so we want to clean it up before it becomes a problem.

Ald. Slowinski questioned why we would fix something that is not broken. He understands there is potential that this could be an issue, but it has not been a problem.

C/T Ladick stated they looked at their comparables and neither Wausau, Marshfield or Portage County have it. The other issue is how it is worded, Resolutions Appropriating Funds. He believes the original intention may have been to prevent people from raiding savings and taking money from the Room Tax fund or Telecommunications fund to do something specific with it. This ordinance, more than likely, was put into place a long time ago and since then, some of the terminology has changed so now we see it as the budget is a resolution appropriating funds and it is appropriating funds out of the general fund.

Ald. Patton questioned if this could stop the whole budget. Mayor Wiza replied yes.

Ald. Patton then questioned if some of the alderman pulled an item, they could just pull that one item out of that budget and vote on that item on a two thirds vote, not the whole budget. C/T Ladick stated at the end of the day, the budget does have to be adopted as a full budget, so they could say that until we get this, we are not going to vote to adopt any budget that includes this.

Motion made by Ald. Patton, seconded by Ald. Slowinski, to deny the ordinance amendments as presented.

Ayes: Ald. Phillips, Patton, and Slowinski Nays: Ald. Van Stippen Motion carried.

ITEM #5 – APPROVAL OF PAYMENT OF CLAIMS.

Motion made by Ald. Phillips, seconded by Ald. Patton, to approve the payment of claims in the amount of \$590,371.98.

Ayes: All Nays: None Motion carried.

Adjourned at 7:35 p.m.

Self-Insurance: Worker's Compensation

Corey Ladick: Comptroller-Treasurer



What is Workers' Compensation

- **Workers' compensation** is a form of insurance providing wage replacement and medical benefits to employees injured in the course of employment

What Does “Fully Insured” Mean

- Traditional Insurance
- A Fixed Premium is Paid to the Insurance Company
 - Based on Last 3 Years of Claims for Work Comp
- The Insurance Company Pays Claims Throughout the Year
- The Insurance Company keeps the Difference between Premiums and Claims/Expenses

What is “Self Insurance”

- Employer (City) is its own Insurance Company
- Employer charges itself premiums
 - Sets its own rates based on Analysis/Recommendations
 - Keeps money in separate fund
- Employer Hires Third Party Administrator (TPA) to
 - Investigate Claims
 - Pay Claims
 - Help with Setting Policies
 - Ensure Legal Compliance

What is “Self Insurance” (Cont.)

- Employer Usually Purchases Stoploss Insurance
 - Pays Claims above a specific dollar amount
 - Limits Risk from Unusual, Very Large Losses
- The Self Insured Fund keeps the Difference between Premiums and Claims

Insurance: City Vs. County

- City of Stevens Point
 - Health Plan: Self Insured
 - Workers' Comp: Fully Insured
- Portage County
 - Health Plan: Self Insured
 - Workers' Comp: Self Insured

Portage County-Experience with Self-Insurance

- Became Self Insured in 1992
- Was paying \$650,000/year in premiums
- In the 22 years since (1993-2014), claims and fees have averaged \$220,322
- Portage County... “will likely never go back to a fully-insured program; the cost savings is too great to consider doing so.”

Self Insurance Projections

2016 Fully Insured Premium: \$505,000

2016 Self Insured Estimates

\$27,600: Third Party Administrator

\$18,000: Loss Prevention Services/Safety

\$60,000: Excess Insurance Premium

\$399,400: Available to Pay Claims

(Is that enough?)

Historic WC Claims Expenses

2009: \$175,024

2010: \$111,979

2011: \$683,441

2012: \$239,116

2013: \$211,064

2014: \$150,870

Available: \$399,400

Average: \$261,916

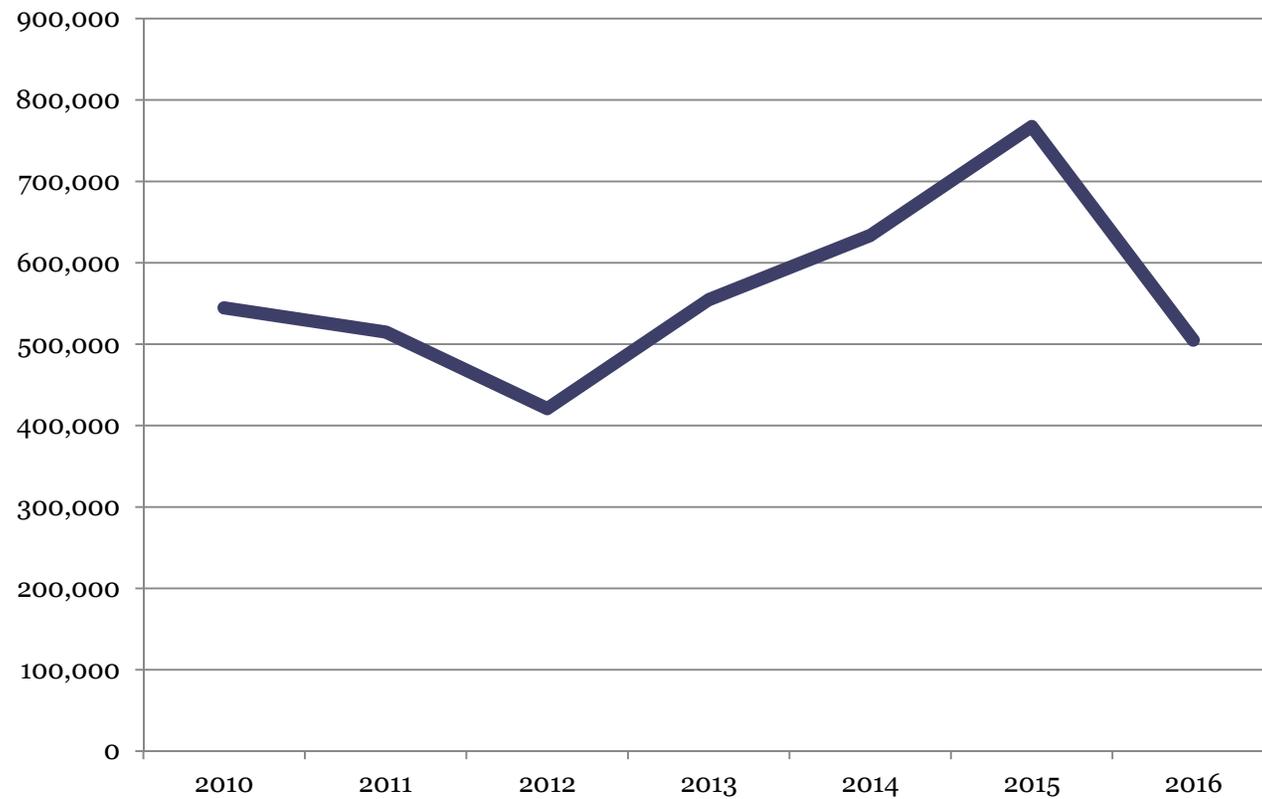
Lost Dividend: \$75,000

Est. Savings: \$62,484

Average: \$261,916

Fully Insured Premium Volatility

Work Comp Premiums



Benefits of Self Insurance

- More Cost Effective
- Budgetary Stability
- Decision Making Shifted to City

Options-Third Party Administrator

- **Willis**
 - Recommended by the County
 - Handles a variety of clients, including many Counties, and a few municipalities
 - Very Large, for profit company
- **Cities and Villages Mutual Insurance Company (CVMIC)**
 - Recommended by Several Municipalities
 - Focuses Solely on Wisconsin Municipalities
 - Non-Profit Government Risk Pool: Founded by Wisconsin Municipalities
 - Cheaper than Willis

CVMIC Members Include

- Wausau
- Rhinelander
- Antigo
- Green Bay
- Appleton
- Neenah
- Menasha
- Superior
- Manitowoc

Staff Recommendation

- Proceed with Self Insuring Workers' Compensation
- Hire CVMIC

Resolution

Resolution Authorizing Worker's Compensation Self-Insurance for the three-year period (2016-2018).

WHEREAS, the City of Stevens Point, Wisconsin, is a qualified political subdivision of the State of Wisconsin; and,

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and,

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and,

WHEREAS, any political subdivision electing to self-insure must provide the Wisconsin Department of Workforce Development with a copy of a resolution passed by the governing body, which states its intent and agreement to self-insure under Wisconsin Administrative Code DWD 80.60, before undertaking self-insurance;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Stevens Point that it confirms the following for the three-year period (2016 through 2018):

(1) To provide for the establishment of a self-insured worker's compensation program and report faithfully to the Department all compensable injuries.

(2) To authorize the City Clerk to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: November 16, 2015
Adopted: November 16, 2015

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

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

SECTION I: That Section 2.19 of the Revised Municipal Code is hereby **repealed**.

2.19 RESOLUTIONS APPROPRIATING FUNDS. No appropriation shall be made or voted from any city fund for any purpose except upon an affirmative vote of two-thirds of all members of the common council.

SECTION II: That Section 2.23 of the Revised Municipal Code is hereby **repealed**.

2.23 CLAIMS AGAINST CITY. No account or other demand against the city shall be allowed until the same has been considered and reported upon by the common council.

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: October 6, 2015
Approved: November 16, 2015
Published: November 20, 2015

PERSONNEL COMMITTEE MEETING
Monday, October 12, 2015 – 7:39 p.m.
Lincoln Center ~ 1519 Water Street

PRESENT: Chairman Phillips; Alderpersons Slowinski, Mrozek, Patton, Oberstadt

OTHERS

PRESENT: Mayor Wiza; C/T Ladick; Attorney Beveridge; Clerk Moe;
Alderperson(s) Ryan, Morrow, Van Stippen, Doxtator;
Director(s) Lemke, Schatschneider, Ostrowski, Schrader; Chief Finn;
Interim Chief Skibba; Cathy Dugan; Dale Schulfer; Dave Worzalla;
Kenny Rozek; Joe Pliska; Rick Zinda; Mike McHugh; Ernie Quesada;
Cliff Bembeneck; Steve Louis; Kyle Schilling; Nate Enwald ~ PC
Gazette; Human Resource Manager Jakusz

Chairman Phillips called the meeting to order.

He reminded those present that this Wednesday is Veteran's Day and asked that we all remember to thank veterans for their service to our country.

1. Discussion only – relating to Administrative Policies 2.10 Grievance Procedures, 2.11 Discipline and 2.12 Employment Terminations

City Attorney Beveridge reviewed the modifications he drafted. He indicated that in City Administrative Policy 2.10 he added a "new" #3 – Standard of Review that refers to (new) language in City Administrative Policy 2.11. There was also some re-numbering in this section. In Policy 2.11 under #1, the statement, "To determine whether discipline meets these standards, the following shall be considered" and then added the following:

- (1) Whether a reasonable person in the employee's position could be expected to have had knowledge of the probable consequences of his or her alleged conduct.
- (2) Whether the City, before disciplining the employee, made a reasonable effort to discover whether the employee did in fact violate a rule or order.
- (3) Whether the investigation described under section 3 was fair and objective.
- (4) Whether the City discovered substantial evidence that the employee violated the rule or order as described in the discipline action filed against the employee.

- (5) Whether the City is applying the rule or order fairly and without discrimination to the employee.

Mayor Wiza commended the City Attorney on the document edit. He stated that it goes a long way to address the concerns he had.

Alderman Patton questioned the "just cause" standard. City Attorney Beveridge responded that for protective service employees covered under State Statute 62.13, it means one thing; in other labor agreements it may be determined by an arbitrator during a grievance process. He added that for those employees not covered by a collective bargaining agreement, the City Council would be the last step for appeal of disciplinary action.

Steve Louis stated that prior to Act 10 it used to be in the contract. He feels the additional language will now make it clear. The language drafted by the City Attorney indicates that the standards "shall be considered"; he is asking that this language be modified to "shall be applied".

Chairman Phillips asked the Committee and Council member to talk to staff, supervisors and department heads about this policy change to make sure they get input from all. He will then place it on the December agenda for action.

Mayor Wiza suggested having this on next week's Council agenda for action. Several committee members felt they needed more time and didn't feel the process should be rushed.

Aldersperson Mrozek asked Mayor Wiza how he came to suggest the changes; she inquired if the language change was something requested by the union. He reiterated that he was concerned about a situation with an employee from a couple of years ago.

She asked if the department heads were brought into the process. He replied that once he had language drafted, he shared it with the Human Resource Manager, then revised it and shared it with the Department Heads.

Chairperson Phillips stated that he was uncomfortable with the Mayor's initial draft. He met with several department heads and supervisors to seek their input. Following that meeting he asked the City Attorney to draft language that made it more clear.

Aldersperson Mrozek stated that she had spoken with the directors previously and would like to do so again regarding the draft language. She feels we shouldn't try to push this through; she feels we should wait until December to allow ample time for follow up by Committee and Council members.

2. Amendment to Administrative Policy 2.06 – Promotions

Human Resource Manager Jakusz stated that C/T Ladick has attended a couple of Police & Fire Commission meetings where this was discussed. The Commission is comfortable with the language in the amended policy.

Motion by Alderman Patton, second by Alderperson Mrozek to approve the amendment to Administrative Policy 2.06 – Promotions.

3. Request to move Transit Management employees and Airport employees to the Central States Health Plan effective 1/1/2016

Human Resource Manager Jakusz stated that a similar request was brought forward in October by Director Lemke for the management employees at the Utility.

She added that she has a concern over creating the very same issue we resolved last month at the utility as the members of the transit union are covered under the City's health plan and the last two managers were promoted from out of that group.

Alderperson Mrozek asked the City Attorney if we could prevent others from removing their group from the City's health plan. The City Attorney replied that other employee groups certainly could ask, and the members of the Council could deny that request.

Director Lemke stated that he understands the concern raised by the Human Resource Manager but in all reality, the employees who hold the first level management positions aren't receiving a large pay difference. To keep it in perspective, he added that the City's plan has a \$3,000 family deductible and the Central States Plan has a \$400 deductible. He did agree that the deductible on either of those plans are subject to change.

C/T Ladick stated that last fall, he and Human Resource Manager Jakusz vetted the Central States Health Plan to see if it would be a viable option for all of the City of Stevens Point employees. He indicated that in the end, the City opted not to change groups over to their plans as there were some concerns, such as being required to pay premiums for all employees, even those who didn't take the coverage. He added that although the plan may have a lower deductible, because of the caveat of paying a premium for all City employees, it ends up to be a higher cost for the City.

He also voiced concern over allowing one employee group who receives a City budgetary subsidy to change plans.

He referred to a conversation he and the Human Resource Manager had with a construction company who had also been told that they wouldn't be required to pay a premium for certain employees who didn't enroll in the City's plan, however when a payroll audit was completed, they were advised by the Central States Plan that based on the language in their contract they were required to pay the back premiums.

Director Lemke stated that his contact with the Central States Plan has ensured exemptions from premiums for those employees in the expanded group who don't want to take the coverage initially.

Alderman Slowinski made a motion to deny the request to move Transit Management employees and Airport employees to the Central States Health Plan effective 1/1/2016, Alderperson Mrozek seconded. Ayes all, nays none. Motion carried.

4. Motion by Alderman Slowinski, second by Alderman Patton to adjourn into closed session (8:30 p.m.) pursuant to Wisconsin State Statute 19.85(1) (f) [considering medical histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories] to consider a request for a leave of absence without pay.

Roll Call: Phillips, Slowinski, Patton, Mrozek, Oberstadt
Ayes all; nays none. Motion carried.

5. Motion by Alderman Patton, second by Alderman Slowinski to reconvene into open session (8:34 p.m.) for action on the requests for leave of absence without pay.

Roll Call: Phillips, Slowinski, Patton, Mrozek, Oberstadt
Ayes all; nays none. Motion carried.

Motion by Alderman Patton, second by Alderman Slowinski to approve the extension of the leave of absence through January 31, 2016. Ayes all, nays none. Motion carried.

6. Adjournment – 8:36 p.m.

Board of Water and Sewerage Commissioners
Monday, November 9, 2015
12:00 P.M.

MINUTES

PRESENT: Paul Adamski, Mae Nachman, Carl Rasmussen and Jim Cooper.

ALSO PRESENT: Joel Lemke, Gary Kuplic, Mary Klesmith, Rob Molski, Chris Lefebvre, Jaime Zdroik, Rychia Bosman, Gaven Brault and Angel Gebon (AECOM).

EXCUSED ABSENCE: Eugene Tubbs

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ADMINISTRATION

1. Approval of minutes of the October 12, 2015 meeting.

Motion made by Mae Nachman, seconded by Jim Cooper to approve the minutes of the October 12, 2015 Water & Sewerage Commission meeting.

Ayes all. Nays none. Motion carried.

II. ACCOUNTING

2. Discussion and possible action on approval of department claims.

WATER DEPARTMENT

Paul Adamski presented the statement of claims for the Water Utility for September. The balance as of October 1, 2015 was \$4,844,651.43; the bank deposits recorded in October 2015 were \$1,581,242.56. Checks issued October 2015 numbered 49483 through 49596 were in the amount of \$1,992,133.43. The net balance on hand October 31, 2015 was \$4,433,760.56.

WASTEWATER DEPARTMENT

Paul Adamski also presented the statement of claims for the Sewage Treatment Utility for October. The balance as of October 1, 2015 was \$5,869,372.37; the bank deposits recorded in October 2015 were \$735,510.14. Checks issued October 2015 numbered 31321 through 31382 were in the amount of \$637,141.05. The net balance on hand October 31, 2015 was \$5,967,741.46.

STORMWATER DEPARTMENT

Paul Adamski also presented the statement of claims for the Stormwater Utility for October. The balance as of October 1, 2015 was \$1,092,134.77. The bank deposits recorded in October 2015 were \$200,634.66. Checks issued October 2015 meeting numbered 1473 through 1500 were in the amount of \$303,224.63. The net balance on hand October 31, 2015 was \$989,544.80.

Motion made by Carl Rasmussen, seconded by Mae Nachman to approve the department claims for the month of October 2015 as audited and read.

Ayes all. Nays none. Motion carried.

3. Consideration and possible action on the purchase of 1917 Cypress St.

Joel explained the purchase of 1917 Cypress Street was approved by the Plan Commission.

Motion made by Mae Nachman, seconded by Jim Cooper to proceed with the purchase of 1917 Cypress St.

Ayes all. Nays none. Motion carried.

4. **Discussion and possible action on modifications to rates for hauled in waste.**

Joel explained the rates have not been adjusted since 2010. We had originally brought the rates down to get more traffic and now we have that. The current Holding Tank rate is \$6.06 per 1,000 gallons, the proposed rate is \$11.30 per 1,000 gallons. The current Septage rate is \$29.00 per 1,000 gallons, the proposed rate is \$39.88 per 1,000 gallons. We would still be a little lower and would remain competitive with other outlets that accept hauled in waste.

Joel would like to create a third category in the rate structure to accept waste streams that are very high strength and exceptional quality to be kept at \$6.06 per 1,000 gallons. The rate would be given at Joel & Chris's discretion for wastes that provide benefit to the Treatment Plant with minimal staff and operational expense.

Motion made by Carl Rasmussen, seconded by Jim Cooper to approve the modifications to rates for hauled in waste, and to allow Director Lemke and Chris LeFebvre to use their discretion to determine if the high strength waste being hauled in would be considered exceptional quality and therefore would be charged \$6.06 per 1,000 gallons.

Ayes all. Nays none. Motion carried.

III. WATER OPERATIONS

5. **Verbal update and possible action on Well 5.**

Joel explained we've taken a lot of calls regarding this matter and few had to be forwarded to management.

Joel stated the DNR took a conservative approach by not allowing this as an exception when the well was only pumped to take the sample. Regardless, we fulfilled our requirement of notifying the public. Joel has zero concern with the quality of water pumped.

Joel would like to know where the Commission would like to go from here. There are several possibilities; have a feasibility study prepared, abandon the well, treat for nitrates or blend the water from Well 5 with Well 4.

Joel believes we should abandon Well 5 or consider blending it with Well 4.

Treating for nitrates is very costly.

Joel said he could contact the DNR to see if we could blend water pumped from Well 5 with Well 4 and report back next month with the DNR's decision.

The Commission would like Joel to look into those two options and see how much excess capacity we have without Well 5.

No action taken at this time.

Joel will bring this item back next month.

6. Report on water distribution operations.

Gary stated the crew is working manhole maintenance and they will be done working on that next week because blacktopping is ending. They flushed dead-end water mains and Well 4 media rehab is complete and it is back online.

The water operation report was distributed and reviewed for the month of October. A total of 570 valves have been operated in 2015.

7. Report on water supply operations.

Our pumpage in October was 165,156,000 gallons, an increase of 19,434,000 gallons of water from October 2014.

IV. SEWAGE TREATMENT OPERATIONS

8. Discussion and possible action on a quote from Kraft Power for an in-frame overhaul of the co-gen engine for \$28,480.

Joel explained that the generator is due for an overhaul. Scheduled time between overhauls is 20,000 hours and it's at about 30,000 hours.

This is a maintenance item so no action was necessary.

9. Report on Collection System Maintenance.

Rob stated everything is going good. The crew is working on cutting in areas with a lot of roots.

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

10. **Report on sewage treatment operations.**

Joel stated one of the lift stations failed and two homes had back-ups due to this. Chris explained there is a small air compressor that pushes air through a tube and the back pressure gives you a level indicator but due to an electrical issue the level indicator failed resulting in back-ups. We now have parts ordered for a back-up system so this doesn't happen in the future.

Chris stated we were within permit for everything for the month. The B.O.D. and suspended solids have been heavy the last two months due to the brewery and the amount of septic and holding tank waste that was taken in.

We didn't do well producing our own electricity because the generator wasn't running for the entire month.

The biosolids application is complete with zero official complaints. The haulers did a good job and the farmers requested we have the same haulers come back next year.

We had a digester feed valve actuator fail causing us to overfeed one of the digesters last week. The Sewage Department staff and the Collections crew were called in and they handled it well.

Our lab audit was completed in October. The lab auditor was impressed with everything we are doing and we are just waiting on a final report from him. This audit is done every three years.

B.O.D. (6 average ppm), Phosphorus (0.480 average ppm) and Suspended Solid (8.06 average ppm) limits were met for the month of October 2015.

V. STORMWATER OPERATIONS

11. **Report on Stormwater operations.**

Nothing to report.

VI. DIRECTOR'S REPORT

12. **Verbal Report.**

A meeting is scheduled with the Town of Hull to discuss Well 11.

The next Water & Sewerage Commission meeting will be on Monday, December 14, 2015 at noon.

VII. ADJOURNMENT

Motion made by Jim Cooper to adjourn the meeting.
Ayes all. Nays none. Motion carried.

MEETING ADJOURNED
12:26 pm

BOARD OF WATER AND SEWERAGE COMMISSIONERS

PAUL ADAMSKI, PRESIDENT

**MEETING MINUTES
BOARD OF PARK COMMISSIONERS
TUESDAY, NOVEMBER 3, 2015**

1. **Roll Call**
2. **Approval of the October 5, 2015 Minutes**
3. **Developing Accessible fishing pier in Bukolt Park Lagoon (Prime Water Anglers)**
4. **Update of 2016 Budget**
5. **Director's report**
6. **Adjournment**

1. **Roll Call**

Present: Bahling, Freckmann, Glodosky, Hall, Ald. McComb, McDonald, Ald. Oberstadt, Okonek,

Excused: Ald. Slowinski, Sorenson

Also Present: Director Tom Schrader, Corey Ladick, Ashley Steadman, Brandi Makuski, Steve Hill

2. **Approval of the October 5, 2015 Minutes**

Motion by Okonek, seconded by Hall, to approve the October 5, 2015 minutes and place them on file.

Ayes all; Nays none; Motion carried.

3. **Developing Accessible fishing pier in Bukolt Park Lagoon (Prime Water Anglers)**

Director Schrader reported that he has been approached by the Prime Water Anglers back in 2010 when they proposed installing a handicapped accessible fishing pier in Mead Park, which would tie into the KASH playground. After working with Consolidated Water Power Company and the Federal Energy Regulatory Commission, it was determined that the dike in that area could not be breached to install the footing for the pier. Since then the Club has been working on trying to find an alternative site to construct the pier somewhere in Portage County. This past summer after observing the Cops and Bobbers "Take a Kid Fishing" event, they noticed the lack of opportunity for accessible fishing around the lagoon in Bukolt Park. With the lagoon being a favorite spot for people to take kids fishing, the Club approached the Parks Director again about placing accessible fishing pier(s) in the lagoon. The Club is looking to donate the labor and most of the costs associated with the construction of the pier. Two different types of piers are being studied. The pier(s) would either be supported with posts in the water or cantilevered over the water. We are looking at locating the pier(s) adjacent to the existing walkway bridge between the two lagoons. By locating it here, there will be easy access to the parking area and level ground to the pier.

Director Schrader stated he would be more in favor of the cantilevered pier(s) vs. the pods because ice tends to shift the posts in the water.

The Prime Water Anglers are working with KI Mobility who will be sponsoring the work with providing the material for the project.

Motion by Hall, seconded by Glodosky to approve the recommendation of the Park Director to work with the Prime Water Anglers Club to construct handicapped accessible piers in the lagoon at Bukolt.

Ayes all, Nays none; Motion carried.

4. **Update of 2016 Budget**

Director Schrader distributed the latest 2016 Capital Improvement list, which will be provided to

to the Common Council for approval in November. Director Schrader indicated all of the parks items, which have been approved by the Finance Committee. The Commission has reviewed this budget before which shows mostly repairs/maintenance for the Parks Department.

In regards to the 2016 operating budget the staff proposed a \$1.00 increase for seasonal wages from \$8.50 to \$9.50. This \$1.00 raise would cost \$40,000.00 and with \$20,000.00 saved in FICA program the City could only find another \$10,000.00 to put towards the rate increase so the increase is only 75 cents. Otherwise, the remainder of the budget stayed the same because of budget constraints.

The other proposed change in the budget was how the room tax funding would be allocated. In the past, the money came to the Parks through a resolution to be spent for parks improvements and tourism. The break-down of room tax was broken down as follows: 65% for major projects, 15% for plan maintenance, 10% for special events and 10% for arts. The arts was split one-half for the Arts Center and one-half for endowments. In the past few years, \$100,000.00 was taken out the room tax account for the general levy and this year the proposal is for an additional \$200,000.00 of Room Tax funds being used to offset the general levy. Of which \$80,000.00 will go to offset expenses at the Willett. By transferring this additional \$200,000 to the general levy, all of the Room Tax funds previously set aside for major projects, plan maintenance and the arts endowment would be used to offset the general levy. Only the Special Events and the Arts Center would receive funding from room tax money. With all of this money shifted to the general levy, future funds for improvements and planned maintenance will need to come out of capital improvements instead of segregated funds from room tax.

CT Corey Ladick was asked to explain and/or answer questions of the Commissioners. Corey explained that the City has started the budget process with a significant challenge this year because of the loss of more than \$460,000.00 in state aid. This amount is the lowest since 1994. How do we continue all of the services we have given the restrictions on how much we can raise property taxes from operations. Our end goal was to preserve all of the city services we have intact without making any cuts. With state restrictions and levy, limits our operations are tightly restricted however, capital is not. Property taxes can be raised to repay debt. This is where the discussion started about prioritizing room tax to use it where we really need it, which are operations. In the past Planned Maintenance room tax funds were used at the Willett for capital improvements, but it serves us much better to use these Room Tax funds for operations and then barrow money to do major improvements. This is our financial strategy and this is where the State has put us as well as many other municipalities. The capital budget no longer has to compete with the operational budget, so it allows us to move more money into debt free payment so we can beef up our capital budget. This was our way of coming up with the needed \$200,000.00 of the \$460,000 we needed.

Commissioner Liz McDonald asked why room tax money is now accessible where it wasn't before and CT Ladick stated it would always have been accessible but the City really didn't take advantage of it. By City ordinance, 53 percent of room tax goes to the general fund but the City hasn't taken advantage of it in the past. According to the State split up to 30 percent goes to the municipality's general fund and 70 percent goes to projects that support tourism and generate paid hotel stays in the community not just parks and recreation.

Schrader stated that the reason the funds haven't been used in the past for general levy was that the Common Council in 1980 passed a resolution earmarking the funds for recreational use only. In order to place the funds in any other account, it will need a 2/3 council vote to do so.

Commissioners asked what will happen to new/future groups coming in asking for money. Previously room tax money was segregated and accessible for new projects. Plan maintenance money was used to fix things at Willett and Goerke. Now there won't be money in a segregated account for new projects and they will need to go to the capital budget for approval.

CT Ladick reported a change in State Statutes for 2017 the City will need to appoint a Tourism Commission, which will make the room tax fund recommendations. The City will still keep their 30 percent and the Tourism Commission will have the 70 percent to work with for tourism, promotion and development. Of that 70 percent, 2/3 of the money goes to the Convention and Visitors Bureau.

Ald. McComb asked who comprised this Tourism Commission.

CT Ladick stated that the Mayor will appoint the Commission if the city chooses to have one. There could also be an Urban Commission.

Ald. Oberstadt likes the idea of that the current use of Room Tax funds would allow groups to leverage funds with Room Tax funds. She didn't see that happening if the requests need to go through Capital Improvements process.

President Bahling stated his opinion that he's disappointed that room tax money is going into the general levy. He referred to the list of major projects/improvements that were developed through the used room tax money. All of these projects helped make Stevens Point special. And now we're taking away that money that makes our place so special, and it's a shame that it has to offset the levy. He's aware that 2/3 of the parks requests amounting to \$160,000.00 were approved in capital projects in this budget. Looking at the capital improvement budget he sees that at least 90 percent is for maintenance of streets and roofs. We need our money for special projects, and if they have to compete against repairs/maintenance in the annual Capital Improvement process, I don't see them happening.

Director Schrader stated he's been attending capital improvement meeting for 30 years and department heads have been instructed each year to stay within the parameter of 1 million to 1.2 million each year. Is the 200,000.00 from room tax part of the 1 million dollar base or will it be added on top of the 1 million or the 1.2 million base.

CT Ladick stated that capital improvements averaged about 3 million for the past 5 years. The plan is to continue increasing the capital improvement budgets each year to cover maintenance/repair and new projects.

Schrader stated that the 3 million dollar number CT Ladick is talking about is adding in all the major street/water/sewer repairs, not the basic Capital Improvement requests.

Public hearing for the budget will be on November 9th during the Finance Committee meeting and during the Common Council meeting on November 16th. Residents are urged to attend.

5. Director's report

- Reported that a level 3 playoff game is scheduled at Goerke on Friday at 7 p.m. Amherst vs. Southern Door
- Forestry finished planting trees today and planted approximately 100, refer to Todd's report
- Winter staff is being hired
- 105.9 our radio station received the final FCC license
- Bukolt Park house negotiations are continuing
- Koziczowski Park new playground equipment has been installed

6. Adjournment

Motion by Okonek, seconded by McDonald, to adjourn the meeting.

Ayes all; Nays none; Motion carried, 7:20 p.m.

REAL PROPERTY LEASE AGREEMENT

By and Between

The City of Stevens Point

and

Nsight Tower Holdings, LLC

Real Property Location: 1001 Second Street, Stevens Point, WI 54481

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2015, by and between the City of Stevens Point, a Wisconsin municipal corporation (hereinafter, “Lessor”), and Nsight Tower Holdings, LLC, a Wisconsin limited liability company, successor in interest to Nsighttel Wireless, LLC (hereinafter, “Lessee”).

WITNESSETH:

WHEREAS, Lessor owns or leases that parcel of real property located at (address) identified on Schedule “A” attached hereto (hereinafter, the “Property”); and

WHEREAS, Landlord and Tenant entered into a lease for the Premises described in Exhibit A on December 31, 2001 that will expire upon full execution of this Agreement; and,

WHEREAS, Lessor has represented and warranted to Lessee that Lessor has the requisite legal power and authority to enter into and perform this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, Lessor and Lessee agree as follows:

**ARTICLE I
BASIC PROVISIONS**

- | | | |
|------------|--------------------------------------|--|
| 1.1 | <u>Lessor.</u> | City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
Attn: Parks & Recreation Department |
| 1.2 | <u>Lessee.</u> | Nsighttel Wireless, LLC
450 Security Boulevard
Green Bay, WI 54313 |
| | -or- | P.O. Box 19079
Green Bay, WI 54307-9079 |
| 1.3 | <u>Original Lease Term.</u> | Five (5) years, commencing on the Lease Commencement Date |
| 1.4 | <u>Renewal Lease Term(s).</u> | Automatic renewal for Five (5) successive Five (5) year Renewal Lease Term(s), unless this Agreement is terminated as provided herein, or unless Lessee provides |

Lessor with written notice of Lessee's intent not to renew this Agreement no less than one hundred eighty (180) days prior to the end of the Original or then-current Renewal Lease Term, as applicable.

1.5 Termination Upon Notice by Lessee.

Notwithstanding anything in this Agreement to the contrary, Lessee may terminate this Agreement at any time by delivering to Lessor one hundred eighty (180) days advance written notice of Lessee's intent to terminate this Agreement.

1.6 Lease Commencement Date.

The date of Lessee's Exercise Notice.

1.7 Base Rent.

\$17,247.00 per annum, payable in equal monthly installments of \$1,524.78 on or before the first (1st) day of each month during the Lease Term, subject to adjustment as set forth in Article III, below. The rental payment for any fractional calendar month at the commencement, termination, or expiration of this Agreement shall be prorated based on a thirty-one (31)-day month.

1.8 Premises.

Approximately 13.5 feet by 25feet (337.5 square feet) in the northeast quarter of the Property located at 1001 Second Street, as further described in Schedule "A", tower/light pole space for antennas, coax cable, and other equipment at Lessee discretion together with the "Access Easement" and "Utility Easement" (both as defined in Article II, below).

1.9 Use of Premises.

The Premises may be used by Lessee for the purpose of constructing, installing, maintaining, and operating a telecommunications facility and related equipment in conjunction with Lessee's wireless telecommunications business.

ARTICLE II
DEMISE AND ACCESS

Lessor hereby leases to Lessee, and Lessee hereby takes possession of and from Lessor, the Premises, subject to the provisions of this Agreement. Lessee and Lessee's assignees, if any, shall have open and unrestricted access to the Premises at all times during the term of this Agreement. If necessary to access the Premises as herein described, Lessor hereby grants to

Lessee and Lessee's assignees, if any, an easement over, upon, and across property adjoining the Premises owned or under the control of Lessor for the purpose of providing Lessee and Lessee's assignees, if any, with twenty-four (24) hour daily access to the Premises from a public street or thoroughfare (the "Access Easement"); provided that such use shall not unreasonably interfere with the use of such adjoining property by Lessor or others. In addition, Lessor hereby grants to Lessee and Lessee's assignees, if any, an easement over, upon, and across property adjoining the Premises owned or under the control of Lessor for the purpose of providing utilities to the Premises (the "Utility Easement"); provided that such use does not unreasonably interfere with the use of such adjoining property by Lessor or others. The Access Easement and the Utility Easement shall be revoked or terminated only upon the expiration or earlier termination of this Agreement. Lessor agrees to execute one or more separate Easements in recordable form upon Lessee's request and at Lessee's expense, which Easements may be filed or recorded without Lessor's consent.

ARTICLE III **RENT AND RENEWAL**

3.1 Base Rent. Beginning on the Commencement Date, Lessee shall pay to Lessor rent for the Premises consisting of the Base Rent set forth in Article I, above, and any other payments due under this Agreement.

3.2 Adjustment to Base Rent. On each anniversary of the Commencement Date throughout the duration of the Lease as renewed or extended, the Base Rent shall increase three percent (3%) over the previous year's Base Rent.

ARTICLE IV **MAINTENANCE**

Lessee shall commit no waste and, at its own expense, shall take reasonable care of the Premises, keep the same in clean, safe, and sanitary condition, make all repairs necessitated by its use thereof, and maintain any improvements constructed thereon in compliance with applicable laws and regulations. In addition, Lessee shall maintain and keep in good repair all fixtures and appurtenances installed and maintained on the Premises during the term hereof.

ARTICLE V **ENVIRONMENTAL COMPLIANCE**

5.1 Definition of Hazardous Materials. "Hazardous Materials" shall mean:

a. any biologically or chemically active, or other toxic or hazardous wastes, pollutants, or substances, including, without limitation, asbestos, PCB's, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances," or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., and

as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. §6010, et seq.;

b. any chemical substance or mixture regulated under the Toxic Substance Control Act 1976, as amended, 15 U.S.C. §2601, et seq.;

c. any “toxic pollutant” under the Clean Water Act, 33 U.S.C. §466, et seq., as amended;

d. any hazardous air pollutants under the Clean Air Act, 42 U.S.C. §7401, et seq.;

e. hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1802, et seq.; and

f. any hazardous or toxic substances or pollutant regulated under any other requirements.

5.2 Lessee’s Compliance with Hazardous Materials Requirements. Lessee covenants and agrees that Lessee shall, at Lessee’s sole cost and expense, comply at all times with all requirements governing the use, generation, storage, treatment, and/or disposal of any Hazardous Materials used in connection with Lessee’s use of the Premises. Notwithstanding, Lessee shall not be responsible for any cleanup, remediation, fines, or penalties resulting from the presence of any hazardous materials on or near the Premises existing prior to October 16, 2000, or not caused by Lessee’s or its predecessor’s use of the Premises.

5.3 Lessor’s Compliance with Hazardous Materials Requirements.

a. **Lessor’s Representations and Warranties.** Lessor represents that neither Lessor nor, to the best of Lessor’s knowledge, any third party has engaged in the generation, use, manufacture, treatment, transportation, storage, or disposal of any Hazardous Materials on or near the Premises in violation of applicable environmental laws; that neither Lessor nor, to the best of its knowledge, any third party has received any notice of any material violation of any applicable environmental law with respect to the Premises about which a government agency would, under such laws, require corrective action; that the Premises is in compliance with all applicable environmental laws; that there are no conditions existing as of the Lease Commencement Date which would subject Lessee to damages, penalties, injunctive relief, or cleanup costs under any applicable environment law, or which would require or is likely to require cleanup, removal, remedial action, or other response pursuant to any applicable environmental law; that Lessor is not a party to any litigation or administrative proceeding, nor is any litigation or administrative proceeding threatened, which asserts or alleges that Lessor has violated or is violating any applicable environmental law, or is required to clean up, remove, or take remedial action or other responsive action due to the disposal, deposit, discharge, leaking, or other release of any Hazardous Materials; and that neither the Premises nor Lessor are subject to any judgment, decree, order, or citation related to or

arising out of the violation or alleged violation of any applicable environmental law and have not been named or listed as a potentially responsible party by any governmental body or agency in a manner arising under any applicable environmental law.

b. **Lessor Shall Indemnify.** Lessor shall indemnify and hold harmless Lessee from and against any loss, cost, damage, liability, or expense (including actual attorneys' fees and disbursements) arising by reason of any cleanup, removal, remediation, detoxification action, or any other activity required or recommended of Lessee by any governmental authority by reason of the presence on or about the Premises of any Hazardous Materials as a result of or in connection with the act or omission of Lessor or persons within Lessor's control, or the breach of this Agreement by Lessor or persons within Lessor's control.

5.4 Survival. All representations, warranties, and indemnification agreements described in this Article V shall survive the expiration or termination of this Agreement and shall apply to and inure to the benefit of all heirs, successors, and assigns of Lessee and Lessor, their directors, officers, shareholders, employees, subtenants, and affiliates.

ARTICLE VI **TAXES AND UTILITIES**

6.1 Real Property Taxes. Lessor shall pay, or cause to be paid, all real property taxes, special assessments, and improvement bonds levied and assessed against the Premises, and other of Lessor's improvements located on the Premises. Lessee shall pay to Lessor within sixty (60) days of written request from Lessor, any increase in real property taxes levied against Lessor's property which is directly attributable to Lessee's use or Improvements, provided that Lessor provides reasonable and verifiable documentation of such increase to Lessee.

6.2 Personal Property Taxes. Lessee shall pay, or cause to be paid, all personal property taxes levied or assessed against Lessee and its equipment, property, fixtures, and other improvements located on the Premises.

6.3 Utilities. Lessee shall pay, or cause to be paid, all charges for electricity and/or any other utility or service used by Lessee in connection with its occupancy of the Premises.

ARTICLE VII **INSURANCE**

7.1 Lessor's Insurance. Lessor shall keep and maintain comprehensive general liability insurance against claims of bodily injury, death, and damage to property suffered by others in an amount not less than \$2,000,000.00.

7.2 Lessee's Liability Insurance. Lessee shall, during the entire Term hereof, keep in force and effect a policy of comprehensive general liability and property damage insurance with respect to the Premises and Lessee's installation, maintenance, and operation of its

Equipment at the Premises, with limits of liability not less than \$2,000,000.00 per occurrence and with a limit of property damage liability of not less than \$2,000,000.00.

7.3 Lessee's Personal Property Insurance. Lessee agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended-coverage endorsement insuring one hundred percent (100%) of the full insurable value of Lessee's Equipment installed, maintained, and/or operated on the Premises.

7.4 Evidence of Insurance. Lessee and Lessor shall, at the request of the other, cause to be issued by the insurer or insurers providing the insurance specified in this Article VII certificates of insurance reflecting all such coverages; and Lessee and Lessor shall both instruct and obtain the consent of each such insurer to provide at least thirty (30) days prior written notice to the other party of any proposed cancellation of, or material change in, any policy for any cause. In addition, each policy of insurance required by this Article VII shall name Lessee or Lessor, as the case may be, as an "additional insured."

7.5 Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary, neither Lessor nor Lessee shall be liable to the other for loss arising out of damage or destruction of the Premises, or Lessee's Equipment, if such damage or destruction is caused by a peril included within a standard form of fire insurance policy, with full extended-coverage endorsement added, and Lessor or Lessee, as the case may be, receives full and/or reasonably adequate reimbursement for such loss pursuant to such insurance policy. It is the intention and agreement of Lessor and Lessee that each party shall look to the insurer for reimbursement of any such loss and, further, that the insurer involved shall have no subrogation rights against the other party. Lessee and Lessor shall both advise their respective insurance companies of this waiver of subrogation; and all policies procured by the parties in accordance with this Article VIII shall contain a waiver of any right of subrogation by the insurer against the other party to this Agreement.

ARTICLE VIII **INDEMNIFICATION**

8.1 By Lessee. Subject to the waiver of subrogation set forth in Section 7.5, above, Lessee shall indemnify, defend, and hold harmless Lessor, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) arising from:

- a. any demand, claim, suit, action, proceeding, or investigation (hereinafter, a "Claim") to the extent such Claim is attributable to the joint, concurrent, or sole negligence, gross negligence, or willful misconduct or strict liability of Lessee, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Lessee; and
- b. any material breach by Lessee of any provision of this Agreement.

8.2 By Lessor. Subject to the waiver of subrogation set forth in Section 7.5, above, Lessor shall indemnify, defend, and hold harmless Lessee, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) which arise from:

- a. any Claim to the extent such Claim is attributable to the joint, concurrent, or sole negligence, gross negligence, or willful misconduct or strict liability of Lessor, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Lessor; and
- b. any material breach by Lessor of any provision of this Agreement.

8.3 Limits on Indemnification. Neither party shall be responsible or liable to any person entitled to indemnification under Section 8.1 or Section 8.2, above, for any cost, demand, damage, suit, expense, or cause of action arising from any Claim to the extent attributable to any acts or omissions of the party seeking indemnification or any third party not within Lessor's or Lessee's control.

8.4 Waiver of Certain Damages. Notwithstanding the provisions of Sections 8.1 and 8.2, above, the parties hereto, on their own behalf and on behalf of their affiliates and their respective directors, officers, shareholders, successors, and assigns, hereby waive the right to recover consequential (including lost profits), punitive, exemplary, and similar damages.

8.5 Survival. The provisions of this Article VIII shall survive the termination or earlier expiration of this Agreement with respect to any events occurring on or before such termination or expiration, whether or not Claims relating thereto are asserted before or after such termination or expiration.

ARTICLE IX **SURRENDER OF POSSESSION**

9.1 Surrender of Possession and Removal of Improvements. Upon the expiration of this Agreement, or within ninety (90) days after the earlier termination of this Agreement, Lessee shall surrender the Premises to Lessor and shall remove therefrom its personal property and all above-ground alterations, additions, improvements, and fixtures placed or maintained on the Premises by Lessee. In the event this Agreement is terminated prior to the expiration of the then-current term, Lessee and Lessee's assignees, if any, shall have open and unrestricted access to the Premises for ninety (90) days immediately after such termination to remove any such personal property, above-ground alterations, additions, improvements, and fixtures.

9.2 Holdover. If Lessee remains in possession of the Premises beyond the expiration of this Agreement, or for more than thirty (30) days beyond the date of earlier termination of this Agreement, such holding over, in itself, shall not constitute a renewal or extension of this Agreement; but, in such an event, a tenancy from month to month shall be created. The rent

payable during the holdover period shall be equal to the monthly installment amount of the Base Rent for the last year of the Lease Term immediately preceding the expiration or termination of this Agreement.

ARTICLE X
DAMAGE, DESTRUCTION, OR TAKING BY EMINENT DOMAIN

10.1 Termination Upon Damage or Destruction. If, through no fault of Lessee or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Lessee, Lessee's tower, equipment, and/or other facilities located on the Premises are damaged so as to materially impair Lessee's ability to utilize the Premises for its intended purpose, Lessee shall have the right to terminate this Lease upon thirty (30) days advance written notice to Lessor; and the base rent and other charges due hereunder shall prorated to the date of such damage or destruction.

10.2 Eminent Domain. If the Premises, or a substantial portion thereof so as to render either unusable for its intended purpose(s), shall be taken under the power of eminent domain, or sold under the threat of the exercise of such power, this Agreement shall, at the option of either Lessor or Lessee, be terminated upon thirty (30) days prior written notice; and the Base Rent and other charges due hereunder shall be prorated to the date of such taking or sale.

ARTICLE XI
DEFAULT

11.1 Events of Lessee Default. All of the following shall be considered events of Lessee's Default:

- a. Lessee fails to pay the Base Rent, or any charge due hereunder within ten (10) days after written notice thereof has been given by Lessor to Lessee; or
- b. Lessee fails to perform any of the other covenants or conditions herein contained on the part of Lessee, and such failure continues for thirty (30) days after written notice thereof is given to Lessee (except that such thirty (30)-day period shall be automatically extended for an additional period of time reasonably necessary to cure such failure if such failure cannot be cured within such thirty (30)-day period, and provided Lessee commences the process of curing such failure within said thirty (30)-day period and continuously and diligently pursues such cure to completion; or
- c. a receiver is appointed to take possession of all, or substantially all, of Lessee's assets, or Lessee makes an assignment for the benefit of creditors, or takes any action or suffers any action under any insolvency, bankruptcy, or reorganization act, or is otherwise insolvent.

11.2 Remedies Upon Events of Lessee Default. Upon the occurrence of any Lessee Default Lessor shall be entitled to recover from Lessee all damages sustained by Lessor on account of the event of Lessee Default; provided, however, in no event shall Lessor be entitled to

recover from Lessee consequential (including lost profits), punitive, exemplary, or similar damages. In addition to recovering damages from Lessee, Lessor may, upon the occurrence of an event of Lessee Default:

- a. elect to terminate this Agreement and accelerate and declare to be immediately due and payable the entire unpaid Base Rent and other charges for the balance of the then-current Term; or
- b. elect to treat this Agreement in full force and effect and remain entitled to collect the Base Rent and other charges payable by Lessee pursuant to this Agreement as such charges become due hereunder.

Notwithstanding the foregoing, Lessor shall be obligated to take those steps reasonably necessary to mitigate any damages Lessor sustains on account of any event of Lessee Default.

ARTICLE XII **MISCELLANEOUS**

12.1 Quiet Enjoyment. Lessor covenants that if and so long as Lessee pays the rent and performs the terms, covenants, and conditions on Lessee's part to be performed, Lessee and those claiming through Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the term of this Agreement, subject to the provisions of this Agreement.

12.2 Assignment. Lessee may assign this Agreement, in whole or in part, upon written notice to Lessor. Upon an assignment by Lessee and the assumption of such assignment by the assignee, Lessee shall be fully relieved of its obligations under this Agreement. Lessor may assign this Agreement to a related third party or as part of a sale of the entire property. Lessor may not make any other assignment of this Agreement without Lessee's prior written consent.

12.3 Mineral Rights Termination. Lessor and Lessee acknowledge that one or more third parties may own or otherwise control rights in minerals, oil, gas, timber, or other substances or materials that may be located upon or within the Premises (collectively, all such rights referred to as "Third-Party Mineral Rights"). Lessor and Lessee further acknowledge that any or all of the Third-Party Mineral Rights may interfere with Lessee's quiet enjoyment of the Premises as contemplated by this Agreement. In the event Lessor or Lessee discovers any such Third-Party Mineral Rights in or to the Premises, and Lessee or Lessor is unable to extinguish or otherwise minimize the effect of the Third-Party Mineral Rights on Lessee's tenancy to Lessee's satisfaction, Lessee shall have the right to terminate this Agreement upon written notice to Lessor. Following any such termination of this Agreement pursuant to this Section 12.4, Lessor and Lessee shall each be relieved of future responsibility or liability hereunder.

12.4 Successors in Interest. All of the covenants, agreements, terms, and conditions contained in this Agreement shall inure to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, and successors in interest.

12.10 Master or Ground Lease(s). In the event this Agreement is subject or subordinate to one or more master or ground leases, Lessor shall, upon Lessee’s request, provide to Lessee copies of any such master or ground leases with confidential and financial information redacted.

12.11 Force Majeure. In the event that Lessor or Lessee shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees or agents of Lessor or Lessee, as the case may be, strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental actions or inactions (including, but not limited to, those related to zoning approvals, permits, or related appeals), laws or regulations, riots, insurrection, war, or other reasons beyond its control, then the performance of such act shall be excused for the period of delay; and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

12.12 Entire Agreement/Amendment. This Agreement contains all the covenants and agreements between Lessor and Lessee relating in any manner to the rent, Lessee’s use and occupancy of the Tower and/or Tower Site, and other matters set forth in this Agreement. No prior agreements or understandings pertaining to the matters governed by this Agreement shall be valid, or of any force or effect; and the covenants and agreements of this Agreement shall not be altered, modified, or amended, except by written instrument signed by Lessor and Lessee.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first written above.

LESSOR: City of Stevens Point

By: _____
_____ Its _____

Subscribed and sworn before me
this ____ day of _____, 20__.

Printed Name: _____
Notary Public, _____ County, ____
My Commission: _____

LESSEE: Nsight Tower Holdings, LLC

By: _____
James W. Lienau Its V.P. Corporate Technical
Services

Subscribed and sworn before me
this ____ day of _____, 20__.

Printed Name: _____
Notary Public, _____ County, ____
My Commission: _____

SCHEDULE "A"

LOCATION AND DESCRIPTION OF PREMISES

A part of Lot One (1) of Certified Survey Map No. 1630 being recorded in Volume 6 on Page 88 as Document No. 333912 of Portage County Records being located in the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Twenty-Four (24) North, Range Eight (8) East, City of Stevens Point, Portage County, Wisconsin containing 338 square feet (0.007 acres) of land and being described by:

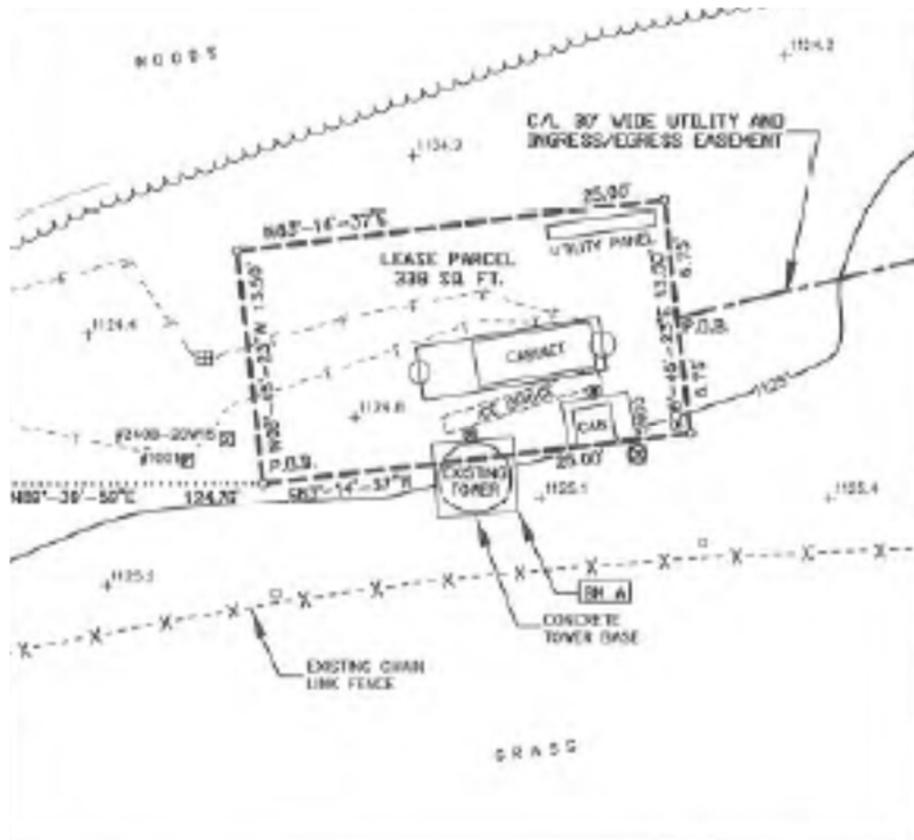
Commencing at the Northwest corner of Outlot 1 of Certified Survey Map No. 3959-14-15; thence N89°-53'-40"E 166.54 feet (recorded as S89°-35'-53"E 166.65 feet) along the north line of said Outlot 1 to the Northeast corner thereof; thence N00°-06'-20"W 332.46 feet; thence N89°-39'-59"E 124.76 feet to the point of beginning; thence N06°-45'-23"W 13.50 feet; thence N83°-14'-37"E 25.00 feet; thence S06°-45'-23"E 13.50 feet; thence S83°-14'-37"W 25.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

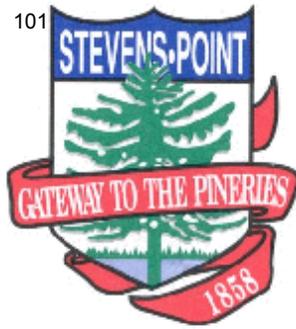
30' WIDE UTILITY & INGRESS/EGRESS EASEMENT

A part of Lot One (1) of Certified Survey Map No. 1630 being recorded in Volume 6 on Page 88 as Document No. 333912 of Portage County Records being located in the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Twenty-Four (24) North, Range Eight (8) East, City of Stevens Point, Portage County, Wisconsin containing 41,643 square feet (0.956 acres) of land and being Fifteen (15) feet each side of and parallel to the following described line:

Commencing at the Northwest corner of Outlot 1 of Certified Survey Map No. 3959-14-15; thence N89°-53'-40"E 166.54 feet (recorded as S89°-35'-53"E 166.65 feet) along the north line of said Outlot 1 to the Northeast corner thereof; thence N00°-06'-20"W 332.46 feet; thence N89°-39'-59"E 124.76 feet; thence N06°-45'-23"W 13.50 feet; thence N83°-14'-37"E 25.00 feet; thence S06°-45'-23"E 6.75 feet to the point of beginning; thence N76°-34'-35"E 53.55 feet; thence S84°-55'-02"E 65.75 feet; thence S24°-04'-08"E 44.52 feet; thence S12°-47'-23"W 407.56 feet; thence S06°-08'-17"W 81.69 feet; thence S38°-24'-23"E 63.21 feet; thence S08°-26'-53"W 33.21 feet; thence S29°-40'-39"W 45.84 feet; thence S02°-48'-55"E 66.92 feet; thence S13°-56'-05"W 160.68 feet; thence N89°-39'-59"W 364.70 feet to a point on the east line of Second Street North and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said east line of Second Street North.

SCHEDULE "A" Continued





Police and Fire Commission

City of Stevens Point
1515 Strongs Avenue
Stevens Point WI 54481

Gary Wescott
President
(715) 346-1508

October 6, 2015
 4:01 p.m.

1. **Roll Call:** Commissioners Carlson, Moore, Ostrowski, and Wescott
 Commissioner Kirschling, excused
Also Present: Interim Chief Martin Skibba, Chief Bob Finn, Alderperson Tony Patton, Comptroller Corey Ladick, Lee Ann Spoon

2. **People to be heard and announcements**

None.

3. **Review and discussion of Administrative Policy 2.06**

As proposed, City Policy 2.06 at paragraph 5 states the starting salary upon promotion shall be the first step in the grade the position resides that provides the employee an increase of a minimum of 5%. Interim Chief Skibba observed that sergeants and captains receive overtime and can cash holiday time for pay. Because sergeants and captains have these fringe benefits assistant chiefs do not have, sergeants and captains effectually average closer to 15% above their base salary.

Comptroller Ladick believes it is closer to 10% and recognized the city invests time and money in their supervisors and acknowledges the city would like to retain these employees.

President Wescott asked that Interim Chief Skibba share his calculations with Comptroller Ladick.

This will be discussed at a future meeting.

4. **Presentation of 2016 police operating budget**

Commissioner Wescott moved, seconded by Commissioner Carlson, to move approval of the 2016 Police Department operating budget as submitted to the Police and Fire Commission with the caveat that if the budget is modified by the Finance Committee, the budget must be returned to the Police and Fire Commission.

Ayes, all; nays, none. Motion carried.

5. Presentation of 2016 fire and EMS operating budget

Due to more information being needed for fire and EMS related to county negotiations, Commissioner Wescott moved, seconded by Commissioner Carlson, to postpone action on the fire and EMS budget.

Ayes, all, nays, none. Motion carried.

6. Police Chief's Report

Interim Police Chief Marty Skibba reported:

September:

- September 3, Met with Sentry Insurance to review Sentry World complex security.
- September 11 – 13, Pacelli Panacea. Contractual officers on site.
- September 12, Walk for Hope, SPPD recognized for its mental health initiatives in the community,
- September 14, 18: Inservice: NAMI, Chaplain Program, Legal Update, SFST, High risk stops. Training offered to UWSP law enforcement.
- September 19, Harvest Fest, contractual officers on site.
- September 19, UWSP Spud Bowl, Art in the Park, Dozynki (ncreased pedestrian and vehicular traffic) Auxiliary Unit assisted with Spud Run and Point Brewery Blubber Run.
- September 23, Supervisor meeting. Discussion on internal survey, mentoring, career development and calls appropriate for officer follow-up.
- September 23, listening session with Alders Mrozek and Ryan at Old Main. Small gathering with good input from those in attendance.
- September 25, met with city and school representatives to discuss school cadet program.
- September 26, Run from the Cops fundraiser with good turn out from the community.
- September 30 – October 13, Range, mandated qualifier. Training offered to UWSP law enforcement.

October:

- October, Officers to tour St. Michael's ER before it opens.
- October, officers to tour warming shelter before it opens.
- October 2nd weekend: Homecoming for SPASH and UWSP. Informational letters mailed out by AC Babl to landlords.
- October 3, The 388th CBRN Company mass casualty decontamination training at the Airport.
- October 5, Guns N Hoses fundraising meeting and future planning.
- October 9th weekend, Pacelli homecoming.
- October 10, TRIAD vehicle winterization (Lincoln Center).
- October 17, Prescription Drug Take Back (Lincoln Center).
- October 31, Auxiliary will assist, monitoring trick or treat

Officers Lee and Marchel are on solo patrol, assigned to their respective shifts. Both have Field Training Officers providing oversight during the remainder of their probationary period.

Commissioner Wescott moved, seconded by Commissioner Carlson, to accept the Police Chiefs Report.

Ayes, all; nays, none. Motion carried.

7. Fire Chief's report

Fire Chief Finn reported:

- Annual UWSP Labor of Love. 10 students were here to wash and wax fire vehicles and ambulances.
- Jim Pacala, the State Elevator Inspector, was here for a power point presentation and hands-on training at UWSP residence halls. UWSP maintenance, Park Ridge and Plover Fire Departments attended, along with the on-duty crew.
- All fire prevention materials distributed to schools, along with our annual Fire Prevention Week Poster contest guidelines. Winners selected will be picked up with an emergency vehicle from school, and we will provide a pizza party to all winners on October 22nd. All Commissioners are invited to attend.
- UWSP Life Skills class was here for a tour and show-and-tell of life as a Firefighter/Paramedic. 57 people were in attendance. They participated in a fire extinguisher demo, CPR and AED, along with a show-and-tell of rescue equipment.
- Citizens Academy for a show-and-tell of Fire Department.
- All fire apparatus annual service and pump certifications, P190 taken out of service.
- Brookdale Assisted Living provided us with lunch for remembrance of 911. Many other businesses/individuals brought in treats throughout the day.
- Green hinges were installed on the overhead doors at both stations.
- Annual fire alarm test performed at Station 1. The new vendor saved us over \$200.00.
- Energy audits by Focus on Energy and T & D Lighting for all apparatus bay lights and exterior lighting. Replace all lights with energy efficient LEDs, with a possible \$7,500 incentive.
- Final fire inspection of Econo Lodge, 5110 Main Street. Met Dan Young of D & Y Technologies to witness fire alarm test of new annunciator panel and newly added smoke detectors, strobes and horns. This business was in need of upgrades for years, and the new owner finally got them done.
- Final sprinkler test for the 4th floor of the Skyward building passed.
- Lt. Ron Heibler and FF/PM Dave Briggs provided training to the first two groups of the Portage County jail. They reviewed exiting plans in case of emergency evacuations, Fire Extinguisher Simulator, SCBA refresher, and general fire safety issues.
- Citizens Academy. Their first of 3 nights here. They were split into several groups, fitted with turnout gear and SCBAs and put into a smoke filled garage to simulate a fire and rescue scenario. Rotated through all apparatus and informed of rescue tools and equipment used. Then toured ambulances to learn of our capabilities as paramedics.
- EVOC emergency vehicle operator course set up for all three crews at Stevens Point airport. All on-duty crew members drove E-3 and a medic unit through the course. The course consisted of a straight line forwards and backwards 200 feet, confined space Y turn, Alley Dock, Serpentine,

Parallel Park & Diminishing clearance. C crew was the winner of the safe driver award for the 2nd straight year.

Commissioner Moore moved, seconded by Commissioner Carlson, to accept the Fire Chiefs Report.

Ayes, all; nays, none. Motion carried.

8. EMS Report

- **Portage County EMS Awards Banquet:** Town of Sharon EMS hosted the 2015 Portage County EMS Association Awards Banquet on September 9th. SPFD personnel who received awards: Years of Service: Trevor Howard, Matthew Zander (5 years); Mark Kitowski, Justin Thomson (10 years); Dennis Zvara (15 years); Kerry Taylor (20 years); Jeff Davis (30 years). Outstanding service award: For their hard work and development of Active Shooter EMS Response Program "*Rescue Task Force*." JB Moody, Mark Schoeberle, Ron Heibler
- **UWSP Life Class:** 57 adult students, most of whom are retired, spent 4 hours at Stevens Point Fire Department where they participated in hands-on training stations. For Emergency Medical Services they learned "*Hands Only CPR*", *Rescue Task Force*, and the equipment used in the event of a heart attack.
- **Emergency Vehicle Operations Course:** Stevens Point Fire Department line personnel completed our yearly Emergency Vehicle Operations Course (EVOC). The course was designed for Fire and EMS apparatus.

Rapid Response Vehicle:

There was a potential of 44 runs in September.

1. Cancelled En Route:	8 times
2. Lieutenant Not Available	3 times
3. Staffing Not Allowed	0 times
4. RRU Not Available	0 times
5. RRU Responded	33 times

Simultaneous Ambulance Requests:

Total number of Ambulance Requests in September: 371

2 Ambulances out:	103 (27.7%)
3 Ambulances out:	17 (4.6%)
4 Ambulances out:	(.27%)
5 Ambulances out:	0

9. Consent Agenda

- a. Minutes
- b. Monthly Bills

Commissioner Ostrowski moved, seconded by Commissioner Carlson to accept the consent agenda items.

Ayes, all; nays, none. Motion carried.

10. **Adjourn into executive session (approximately 5:15 p.m.) pursuant to Wis. Stats. Section 19.85 (1) (c) [considering employment, promotion, compensation, or performance evaluation data of any public employee of which the governmental body has jurisdiction or exercises responsibility] for Police Chief candidate status for possible advancement in the selection process.**

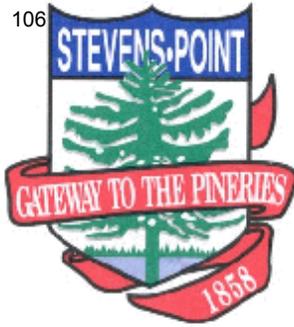
Commissioner Wescott moved, seconded by Commissioner Moore, to adjourn into executive session.

Ayes: Carlson, Moore, Ostrowski, Wescott

Nays: None. Motion carried.

11. **Adjournment**

The meeting adjourned at 6:05 p.m.



Police and Fire Commission

City of Stevens Point
1515 Strongs Avenue
Stevens Point WI 54481

Gary Wescott
President
(715) 346-1508

October 1, 2015
4:01 p.m.

1. **Roll Call:** Commissioners Carlson, Kirschling, Moore, Ostrowski, and Wescott

Also Present: Lee Ann Spoon

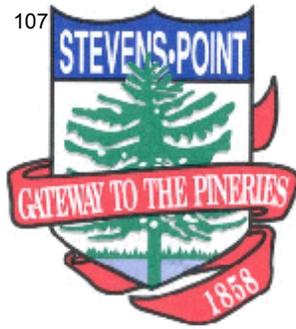
2. **Adjourn into closed session (approximately 4:00 p.m.) pursuant to Wisconsin Statute Section 19.85 (1) (c) (considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility) for Police Chief Candidate status for possible advancement in the selection process.**

Commissioner Moore moved, seconded by Commissioner Carlson, to adjourn into closed session.

Ayes: Carlson, Kirschling, Moore, Ostrowski, Wescott
Nays: None. Motion carried.

3. **Adjournment**

The meeting adjourned at 7:25 p.m.



Police and Fire Commission

City of Stevens Point
1515 Strongs Avenue
Stevens Point WI 54481

Gary Wescott
President
(715) 346-1508

October 27, 2015
4:01 p.m.

1. **Roll Call:** Commissioners Carlson, Kirschling, Moore, Ostrowski, and Wescott

Also Present: Mayor Wiza, Chief Finn, Assistant Chief Gemza, Assistant Chief Davis, Captain Jodi Baganz, FF/Paramedic Justin Thomson, MPO Travis Koch, Lee Ann Spoon

2. **Adjourn into closed session (approximately 4:00 p.m.) pursuant to Wisconsin Statutes Section 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] for an update on labor negotiations with IAFF Local 484 and an update on EMS contract negotiations and Wisconsin Statutes Section 19.85 (1) (c) [considering employment, promotion, compensation, or performance evaluation data of any public employee of which the governmental body has jurisdiction or exercises responsibility] for Fire Department promotional interviews -- Lieutenant and Motor Pump Operator.**

Commissioner Carlson moved, seconded by Commissioner Kirschling, to adjourn into closed session.

Ayes: Carlson, Kirschling, Moore, Ostrowski, Wescott
Nays: None. Motion carried.

3. **Reconvene into open session for possible action (approximately 4:45 p.m.).**

Commissioner Moore moved, seconded by Commissioner Ostrowski, to reconvene into open session.

Ayes: Carlson, Kirschling, Moore, Ostrowski, Wescott
Nays: None. Motion carried.

Commissioner Carlson moved, seconded by Commissioner Moore, to promote Travis Koch to the position of Lieutenant.

Ayes, all; nays, none. Motion carried.

Commissioner Moore moved, seconded by Commissioner Ostrowski to promote Justin Thomson to the position of Motor Pump Operator.

Ayes, all; nays, none. Motion carried.

4. **Adjourn into closed session (approximately 5:00 p.m.) pursuant to Wisconsin Statute Section 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 Police Chief Candidate status for possible advancement in the selection process.**

Commissioner Wescott moved, seconded by Commissioner Moore, to adjourn into closed session.

Ayes: Carlson, Kirschling, Moore, Ostrowski, Wescott

Nays: None. Motion carried.

5. **Adjournment**

The meeting adjourned at 6:05 p.m.

**PORTAGE COUNTY AMBULANCE SERVICE PROVIDER AGREEMENT
WITH THE CITY OF STEVENS POINT AND THE AMHERST FIRE AND SAFETY COMMISSION FOR
2016-2018**

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

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

RECITALS

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

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

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

AGREEMENT

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

Portage County Ambulance Service Agreement for 2016-2018

A. EMS TO BE PERFORMED BY THE CITY:

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

B. EMS TO BE PERFORMED BY AMHERST:

- 1) Level of Service:

- a. One Intermediate level ambulance unit will be staffed 24/7/365 for the duration of this agreement by Amherst. Amherst will employ and provide a supervisor for its EMS operations.
 - b. EMS Service will be continuously provided, seven days per week, twenty-four hours per day.
- 2) Area of Service:
 - a. Emergency ambulance service shall be provided to all requests for emergency medical services within the boundaries of Portage County, or by mutual aid agreement outside the corporate limits of Portage County.
 - 3) Amherst will continue to work with the Board Tech Team to maintain a deployment strategy that allows both services to achieve the Performance Benchmarks established in this agreement.
 - 4) Coordination of the countywide system is subject to the final approval of the County and the Board. Contractual Service providers (City, Amherst) will report directly and only to the Board for purposes of administering this contract. The service providers will follow the direction they receive from the Board for the same purpose. The City and Amherst remain the sole employers of the service providers they hire and maintain.
 - 5) Amherst will provide support as requested by the Board and/or Portage County EMS Office or designee to the emergency medical first responder system.
 - 6) Amherst will assist the Board and Portage County EMS Office or designee in the continuation of the consumer education program for Portage County citizens to increase the awareness of and to improve the use of emergency medical services.
 - 7) Amherst will assist the Board and Portage County EMS Office or designee in the continuation of the patient satisfaction program.

C. LICENSE

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

D. LEGAL AUTHORITIES

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

E. EMS COORDINATOR

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

F. ADMINISTRATION OF SERVICE

1. Meetings
 - a. The Stevens Point Assistant Fire Chief, EMS or designee and the Amherst Assistant Chief of EMS, or designee shall attend the monthly Board meeting.
 - b. A designee of each ambulance service will attend the bi-monthly meetings of the Portage County EMS Association.

- c. During the term of this contract, there will be an Annual Joint EMS meeting of County, City and Amherst governing officials for EMS to review the performance of the services and to review statistical and financial reports. The meeting shall take place during the second quarter of each year.
2. Report Requirements from the City and Amherst to Board.
 - a. A written quarterly and annual activity report will be provided by each ambulance service provider.
 - b. A verbal and/or written monthly activity report may be provided to the Board by the Service Directors or their designees.
 - c. A written monthly financial report will be provided to the County by the City and Amherst in a format as designated by the County.
 - d. A semi-annual financial report to include a current printout of the EMS budget, each January and July, as well as a comprehensive annual financial report each October will be provided to the Board. The reports shall include an accounting of all non-lapsing accounts i.e. FAP (Financial Assistance Program).
 - e. The annual personnel roster listing all staff assigned to ambulance service, hire dates, ambulance-related certification and training records, will be provided to the Board, EMS Coordinator and Emergency Management Director as a component of the annual report.
 - f. The operational plan will be updated as required by the State of Wisconsin with a copy provided to the County whenever updates are made to the plan.
3. Reporting Requirements from County to City and Amherst
 - a. A comprehensive annual fiscal report showing all revenues and expenditures. This shall also include, but is not limited to, all tax levy impact components and all non-lapsing County accounts i.e. Ambulance Reserve Fund Balance.
4. Points of Contact.
 - a. The contract parties (County, City, and Amherst) shall designate a staff person to serve as the official point of contact/liason with the Board for purposes of staff support, to review EMS issues, to ensure compliance with the contract, and the achievement of contract performance requirements. The names, addresses and phone numbers of the point of contact will be mutually exchanged by the parties and provided to Board annually.
5. Dispatch.
 - a. During the period of this agreement, the Board technical team, the City, and Amherst will continue to utilize emergency medical dispatch protocols as well as study other methods to enhance dispatch services and protocols that may lend to improvement in the response times and response quality of the service providers.

G. MUTUAL AID AGREEMENTS

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

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

H. RATES, BILLING, AND COLLECTION

1. The County Public Safety/Emergency Management Committee shall review and set the base rate and fees annually, upon study, advice and recommendation of the Board. These rates will be transmitted to the contract billing service for implementation.
2. County will contract with a third party billing service to collect all system fees.
3. The City and Amherst will forward all information needed for a third party to successfully operate the contract billing service. The information will go directly to the third party billing service designated by the County.

I. PERFORMANCE BENCHMARKS

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

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

REIMBURSEMENT TO THE CITY OF STEVENS POINT

1. During the period of this contract the County shall follow the reimbursement schedule shown below to reimburse the City for 15 firefighter/paramedics and one Assistant Fire Chief-EMS positions and EMS related costs:

2016	Contract Amount \$ 1,939,072.00
2017	Contract Amount \$ 1,968,158.00
2018	Contract Amount \$ 1,997,680.00
2. Budget Cost Overruns -Cost overruns to each annual budget of \$1000 or greater will be paid by the County at the rate of 70%, with the City paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit, with a final reconciliation to be completed after the year 2018. Excess funds will be returned to Portage County to be placed in a segregated non-lapsing fund for the sole purpose of system improvement. System improvement expenditures shall be reviewed by the EMS Oversight Board and funds appropriated through the normal County fiscal ordinance process.
3. The City will receive reimbursement payments quarterly during each year of the contract. The dates of quarterly payment are: January 1, April 1, July 1, and October 1.
4. Reimbursement under Extended Emergency Situations. In the event that circumstances arise which would include, but shall not be limited to, acts of God; acts of terrorism; civil commotions such as riots or strikes; acts of disasters whether natural, manmade or otherwise; declarations of states of emergencies; or acts of governmental agencies which require the use of our EMS in connection with such circumstances, and which exceed forty-eight hours in duration or result in verified total additional overtime costs exceeding \$20,000 per occurrence, then the resulting cost and override to the City or to the Amherst FD in providing such ambulance services reflect an additional cost contributing to a year end deficit, the County shall then reimburse City and Amherst FD for such services performed on a 100% basis. Upon the invocation of this paragraph, the City or Amherst FD will file a report with the County within ten business days, certifying the existence

of the event and the total reimbursable overtime costs, subject to final accounting at year's end. Failure to file the report will result in a loss of reimbursement under this paragraph.

REIMBURSEMENT TO AMHERST

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

a. 2016	Contract amount \$ 337,000
b. 2017	Contract amount \$ 342,055
c. 2018	Contract amount \$ 347,186
2. This payment is to be used for EMT-Intermediate and EMS related support, including (but not limited to) wages and fringe benefits such as FICA, retirement etc., uniforms (up to \$100 per employee per year), worker's compensation, health insurance for eligible employees, training, education, utilities, pre-employment physicals, supplies, education and laundry, and other bona fide expenses.
3. Prior to the execution of this contract Amherst will develop an internal policy to address the eligibility of full-time ambulance staff only for health insurance benefits. The policy will be provided to the Board for approval.
4. Amherst will receive reimbursement payments quarterly during each year of the contract. The dates of quarterly payment are: January 1, April 1, July 1, and October 1.
5. Budget Cost Overruns - Cost overruns to each annual budget of \$1000 or greater will be paid by the County at the rate of 70%, with the Amherst paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit, with a final reconciliation to be completed after the year 2018. Excess funds will be returned to Portage County to be placed in a restricted non-lapsing fund for the sole purpose of system improvement. System improvement expenditures shall be reviewed by the EMS Oversight Board and funds appropriated through the normal County fiscal ordinance process.
6. Reimbursement under Extended Emergency Situations. In the event that circumstances arise which would include, but shall not be limited to, acts of God; acts of terrorism; civil commotions such as riots or strikes; acts of disasters whether natural, manmade or otherwise; declarations of states of emergencies; or acts of governmental agencies which require the use of our EMS in connection with such circumstances, and which exceed forty-eight hours in duration or result in verified total additional overtime costs exceeding \$20,000 per occurrence, then the resulting cost and override to the City or to the Amherst FD in providing such ambulance services reflect an additional cost contributing to a year end deficit, the County shall then reimburse City and Amherst FD for such services performed on a 100% basis. Upon the invocation of this paragraph, the City or Amherst FD will file a report with the County within ten business days, certifying the existence of the event and the total reimbursable overtime costs, subject to final accounting at year's end. Failure to file the report will result in a loss of reimbursement under this paragraph.

K. EQUIPMENT AND MAINTENANCE REQUIREMENTS:

1. Ownership: The County shall hold title to and maintain a fleet of five fully equipped ambulance vehicles for the use of the City and one fully equipped ambulance vehicle for the use of Amherst. All vehicles shall comply with all state and federal mandated safety and equipment regulations. Units shall be replaced in a timely manner to ensure the safety of the patients, the technicians, and the public when the vehicles are being used. Replacement policy is based upon maintaining

a reliable emergency vehicle that is easy to service and provides a safe work environment. Vehicle and equipment specifications to be maintained on-board a county ambulance shall be determined by the County Board Tech Team and approved by the Board. Copies of all ambulance inspections shall be made available to the Board upon completion.

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

L. INSURANCE REQUIREMENTS:

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

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

M. TERM AND TERMINATION

1. The term of this contract shall run from January 1st 2016 for a period of three consecutive calendar years ending December 31st, 2018. Continuation of the contract is subject to re-negotiation by the parties prior to December 31st, 2018. Should the parties fail to reach agreement on a successor contract by this date or one of the parties decides to end their participation in this contract there will be an automatic continuation of the existing contract until December 31st 2019 while approval is sought from the State to develop and implement a new ambulance service plan for Portage County.
2. All parties acknowledge that there is current civil litigation, Town of Grant et al. vs Portage County, 15CV176, the outcome of which could impact the county wide EMS program. In the event that the court finds or declares that the county wide EMS program of Portage County is illegal or unconstitutional, or in the event that the parties may no longer implement the county wide EMS program, the County will notify the City and Amherst of this outcome. The notification will serve as notice termination or cancellation, which will be effective on the first day of the thirteenth month after such notice. In that event monies remaining under provision J shall be returned to the participating municipalities in accordance with the current equalized value ratios. All parties agree

City of Stevens Point

FOR PORTAGE COUNTY

Date: _____
_____ Patty Dreier
Portage County Executive

FOR THE AMHERST FIRE AND SAFETY COMMISSION

Date: _____
_____ Don Spierings, President
Amherst Fire and Safety Commission

Initials: County City Amherst

Minutes
 Transportation Commission Meeting
 October 15, 2015

Commissioners in attendance: Chairperson Nichole Lysne, Karalyn Peterson, Tom Bertram, Fred Hopfensperger, Ald. Mary McComb, Elbert Rackow, Ald. Mary Kneebone

Others present: Susan Lemke

Excused: Elbert Rackow was excused at 6:30 p.m.; Karalyn Peterson was excused at 6:48 p.m.

The meeting was called to order at 5:34 p.m. by Chairperson Nichole Lysne.

1. Approval of the August 13, 2015 Transportation Commission minutes.

Elbert Rackow moved to approve the minutes from the August 13, 2015 Transportation Commission meeting. Fred Hopfensperger seconded. Ayes all; Nays none; Motion carried.

2. August 2015 financial report.

Elbert Rackow moved to approve the August 2015 financial report. Ald. Mary Kneebone seconded. Ayes all; Nays none; Motion carried.

3. September 2015 financial report.

Fred Hopfensperger moved to approve the September 2015 financial report. Tom Bertram seconded. Ayes all; Nays none; Motion carried.

4. Approval of 2016 Operating and Capital Budgets.

The 2016 fixed route and paratransit operating expenses, minus contra, equal \$1,824,701. The state and federal contribution is estimated to be 56% for CY2016. When all revenue and subsidies are deducted the estimated local share cost (city) is \$395,760.

The 2016 capital request includes funding for 2 buses, a staff vehicle, and an ADA automatic door opening system, a lawn mower and a maintenance service vehicle. The total cost of the equipment is \$1,023,500. A 5311 grant application has been filed for 80% federal funding. With the 5311 capital funding applied, the local share for the equipment is estimated to be \$204,700.

Tom Brandt moved to approve the 2016 Operating and Capital budgets as presented. Mary McComb seconded. Ayes all; Nays none; Motion carried.

5. Request to re-route the East Side / Crossroads route into 1001 Maple Bluff Road, (Department of Motor Vehicle Building.)

Karalyn Peterson requested consideration be given to a re-route of the East Side/ Crossroads route to allow individuals closer access to the Department of Motor Vehicles (DMV) facility. Individuals who wish to vote are required to have an identification card which they can obtain from the DMV.

Ms. Peterson is concerned that individuals with disabilities currently need to get from the bus stop at Target to the DMV which may present a challenge for them.

Transit staff will consider the request and bring back the topic for continued discussion next month.

6. Adjourn into closed session (approximately 6:00 p.m.) pursuant to Wisconsin State Statute 19.85 (1) (e) conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Update on bargaining.

At 6:32 p.m. Ald. Mary McComb moved to enter into closed session, seconded by Ald. Mary Kneebone. Ayes all; Nays none; Motion carried.

At 6:48 p.m. Ald. Mary McComb moved to return to open session, seconded by Ald. Mary Kneebone. Ayes all; Nays none; Motion carried.

7. Manager's Report

❖ **3rd Quarter and year to date reports**

3rd quarter Fixed route ridership was down 1.61% (697 rides); Point Plus ridership increased 11.82% (282 rides).

Year to date fixed route operating budget status: 59.45% expended and 40.55% remaining.

Year to date Travel Training operating budget status: 57.49% expended and 42.51% remaining.

Year to date Point Plus operating budget status: 63.43% expended and 36.57% remaining.

❖ **YMCA 7th grade student program - update**

In February of 2015 the Transportation Commission agreed to participate in the YMCA 7th grade student program offering free rides to and from the YMCA for 7th grade members. The program started in September and will run through December 15, 2015.

❖ **Landscape project-update**

The first phase of the snow/wind barrier landscaping project is scheduled to be completed by October 31, 2015.

❖ **Wisconsin Urban and Rural Transit Association Conference**

The Wisconsin Urban and Rural Transit conference will be held October 19-21st. The Transit Manager and the Operations Supervisor will attend the conference.

❖ **Federal Transit Administration System Compliance Review**

On September 24, 2015 the Federal Transit Administration conducted a compliance review on the Stevens Point Transit system. Results of the review are pending.

Tom Bertram moved to approve the Manager's Report and place it on file. Fred Hopfensperger seconded. Ayes all; Nays none; Motion carried.

8. Next meeting date.

November 19, 2015 at 6:00 p.m.

9. Adjourned.

The Transportation Commission meeting was adjourned at 7:01 p.m.

Airport Commission
Monday, November 9, 2015
12:00 P.M.

MINUTES

PRESENT: Paul Adamski, Mae Nachman, Carl Rasmussen and Jim Cooper.

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

EXCUSED ABSENCE: Eugene Tubbs

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I. ADMINISTRATION

1. Approval of minutes of the October 12, 2015 meeting.

Motion made by Jim Cooper, seconded by Mae Nachman to approve the minutes of the October 12, 2015 Airport Commission meeting.

Ayes all. Nays none. Motion carried.

II. ACCOUNTING

2. Discussion and possible action on approval of department claims.

AIRPORT

Paul Adamski also presented the statement of claims for the Airport for October. The balance as of October 1, 2015 was \$169,338.40. The bank deposits recorded in October 2015 were \$17,227.69. Checks issued in October 2015 numbered 1383 through 1405 were in the amount of \$15,611.64. The net balance on hand October 31, 2015 was \$170,954.45.

Motion made by Mae Nachman, seconded by Carl Rasmussen to approve the department claims for the month of October 2015 as audited and read.

Ayes all. Nays none. Motion carried.

III. AIRPORT MANAGERS REPORT

3. Written report provided.

Joel stated the Joint Training C2CRE-A "Homeland Defense Mission" held on October 3rd was very impressive and was larger than expected.

The monthly report for October was reviewed by the Commission.

4. Verbal report.

No discussion held.

The next Airport Commission meeting will be on Monday, December 14, 2015 immediately following the Board of Water & Sewerage Commission meeting.

IV. ADJOURNMENT

Motion made by Mae Nachman to adjourn the meeting.

Ayes all. Nays none. Motion carried.

MEETING ADJOURNED

12:29pm

AIRPORT COMMISSION

PAUL ADAMSKI, PRESIDENT

COMPTROLLER-TREASURER REPORT
for the period ending September 30, 2015

	Bal September 1, 2015	Receipts	Disbursements	Bal September 30, 2015
GENERAL OPERATING CASH	\$3,414,584.39	\$2,634,161.96	\$3,300,276.24	\$2,748,470.11
WATER & SEWER (CASH & INVEST) (includes airport, transit , stormwater)	\$12,713,186.57	\$986,014.54	\$1,221,271.25	\$12,477,929.86

INVESTMENTS	Bal September 1, 2015	TRANSFER IN	TRANSFER OUT	Bal September 30, 2015
GENERAL	\$24,222,332.84	\$1,001,526.93	\$4,005,656.81	\$21,218,202.96
SPECIAL REVENUE	\$598,249.11	\$0.00	\$0.00	\$598,249.11
DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL PROJECTS	\$9,869,842.28	\$0.00	\$255,704.83	\$9,614,137.45
ENTERPRISE	\$0.00	\$0.00	\$0.00	\$0.00
TRUST	\$2,254,016.84	<u>\$0.00</u>	<u>\$0.00</u>	\$2,254,016.84
TOTALS	<u>\$36,944,441.07</u>	<u>\$1,001,526.93</u>	<u>\$4,261,361.64</u>	<u>\$33,684,606.36</u>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$3,272,679.00	\$2,256,154.59	68.94%	GENERAL	\$21,955,766.00	\$17,040,032.49	77.61%
POLICE	\$5,191,231.00	\$3,797,596.62	73.15%				
FIRE	\$4,879,636.00	\$3,583,121.20	73.43%				
PUBLIC WORKS	\$5,768,897.00	\$3,865,958.93	67.01%				
PARK & REC	\$2,093,323.00	\$1,522,127.07	72.71%				
CAPITAL PROJECTS	\$750,000.00	\$306,203.66	40.83%				
DEBT SERVICE	\$5,665,506.00	\$5,392,003.37	95.17%				
YTD TARGET	75.00%						