

**\*AMENDED\***  
**CITY OF STEVENS POINT**

**SPECIAL COMMON COUNCIL MEETING**

**Police Department  
933 Michigan Ave.**

**December 11, 2017  
7:00 P.M.**

1. Roll Call.

**Discussion and Possible Action on the Following:**

2. "Class A" Liquor and Class "A" Fermented Malt Beverage License: Point Foods, LLC, for Save A Lot, 3264 Church Street, Stevens Point; Zach Berard, agent for license period beginning December 12, 2017.
3. Resolution – Authorizing the submission of a state grant application and subsequent appropriation of City funds for urban wildlife damage abatement and control.
- \*4. Letter of engagement with Pietz, VanderWall, Stacker & Rottier for legal services regarding an employee termination grievance.
5. Tour of the Police Department.
6. Adjournment.

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure that 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.

## RESOLUTION

Authorizing the submission of a state grant application and subsequent appropriation of City funds for urban wildlife damage abatement and control.

**WHEREAS**, the Common Council of the City of Stevens Point desires to control urban wildlife populations of white-tailed deer and Canada geese to abate wildlife damage and apply for state aids to do the following project.

To development and implement methods of keeping the number of deer and Canada geese within the City of Stevens Point at a level that will be tolerated by residents and will limit the amount of property damage caused by car-deer crashes while reducing the likelihood of injury or death of motorists in car-deer crashes.

**WHEREAS**, the City shall comply with all financial record keeping and disclosure requirements and other requirements of s. 29.887 to approve and place on file the Statutory Monthly Financial Report of the Comptroller-Treasurer., and s. NR 50.23 Wis. Adm. Code, pertaining to urban wildlife damage abatement and control, if state aid is obtained for urban wildlife damage abatement and control.

**NOW THEREFORE BE IT RESOLVED** that the Common Council of the City of Stevens Point authorized its Mayor as Authorized Representative to submit a state grant application to the Wisconsin Department of Natural Resources (DNR) for the urban wildlife damage abatement and control project identified above.

**BE IT FURTHER RESOLVED** that the Common Council of the City of Stevens Point does hereby appropriate a matching allocation for such project and such appropriations shall continue as long as state matching aids are available, or until this resolution is modified by the Common Council.

**BE IT FURTHER RESOLVED** that the City of Stevens Point is hereby authorized to expend the funds hereby appropriated and the funds to be received from the State of Wisconsin for the urban wildlife damage abatement and control project identified above.

**BE IT FURTHER RESOLVED** that the City of Stevens Point shall maintain appropriate records to document all expenditures made during and for the urban wildlife damage abatement and control project identified above and shall submit to the DNR a final report summarizing expenditures and describing objectives, activities, achievements and problems in accomplishing the project identified above. The City of Stevens Point hereby grants DNR employees access to inspect all planned operations in the plan.

**BE IT FURTHER RESOLVED** that if the state aid was for completing an urban wildlife damage abatement and control plan, such a plan shall be completed within one (1) year of the grant contract being signed, and if the state aid was for implementing control projects identified in an urban wildlife damage abatement and control plan, such control work shall be completed with two (2) years of the grant contract being signed.

APPROVED: \_\_\_\_\_  
Mike Wiza, Mayor

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

Dated: 12-11-17  
Adopted: 12-11-17  
Published: 12-11-17

**PIETZ, VANDERWAAL, STACKER & ROTTIER, S.C.**

ATTORNEYS AT LAW  
530 JACKSON STREET  
P.O. Box 1343

WAUSAU, WISCONSIN 54402-1343

TELEPHONE  
(715) 845-9211

FACSIMILE  
(715) 842-9317

SHANE J. VANDERWAAL  
GREGORY J. STACKER  
STUART R. ROTTIER  
LEE D. TURONIE  
JAMES R. KURSZEWSKI

COLIN D. PIETZ  
PETER C. GUNTHER  
OF COUNSEL

JOHN W. KELLEY  
1923-2017

E-MAIL:  
[turonie@pvsrlaw.com](mailto:turonie@pvsrlaw.com)

December 7, 2017

Attorney A. Logan Beveridge  
1515 Strongs Avenue  
Stevens Point WI 54481

**Re: Grievance procedures administrative policy hearing**

Dear Attorney Beveridge:

Enclosed please find a blank form of Legal Representation and Fee Agreement for your review. If it meets with your approval, please sign and date where indicated, and return it to this office in the self-addressed envelope enclosed for your convenience. Do not hesitate to contact me if you have any questions or concerns about this.

I look forward to working with you in this matter.

Very truly yours,

**PIETZ, VANDERWAAL, STACKER & ROTTIER, S.C.**



Lee D. Turonie  
/esa  
enclosures

## LEGAL REPRESENTATION AND FEE AGREEMENT

The undersigned, CITY OF STEVENS POINT (the "Client"), retains the law firm of Pietz, VanderWaal, Stacker & Rottier, S.C. (referred to as "the Firm" in this Agreement) as its attorneys to represent it in a grievance procedure hearing.

It is understood and agreed that the undersigned Client is retaining the Firm, and the Firm is accepting such employment, on the following terms and conditions:

1. The Client will pay the Firm for the services performed fees based in part on the minimum hourly rates set forth below, in part on the minimum document drafting charges established by the Firm set forth below to the extent relevant to the transaction and in part by other relevant factors described in SCR 20:1.5 that governs the standards for reasonableness of attorneys' fees. The minimum fee which the undersigned agrees to pay the Firm for services rendered on an hourly basis will be based upon the following rates:

- \$200.00 per hour for services performed by attorneys of the Firm.

2. The Firm customarily increases hourly rates on annual basis. The firm will provide the client with written notice of any increase in attorney hourly rates 30 days prior to the increase.

3. All services charged on an hourly basis will be charged by one-tenth hour units, with a minimum charge for any service, including telephone calls and receipt of correspondence, fax or e-mail of one-tenth hour.

4. In addition to professional fees, the undersigned will pay the Firm for necessary out-of-pocket costs including, but not limited to, photocopy and printing expenses at 25¢/page, fax expenses at \$1.00 per page, postage expenses, travel expenses (mileage at current IRS rate), long distance telephone charges, filing fees and, if the matter involves litigation, service of process fees, witness fees, subpoena fees, filing and court fees, publication costs, deposition expenses and investigative expenses.

5. If the Client has not paid an advanced fee, the Client will be billed monthly for the professional services rendered and disbursements made on behalf of the Client. All such bills are due and payable upon receipt. If the Client fails to pay the Firm, the Firm may withdraw from the representation of the Client after the Client has been given a reasonable opportunity to bring the Client's account current.

6. The Client agrees that the Firm will levy a charge of interest at the rate of 1% per month (12% per year) on any balance unpaid 30 days after the statement date.

7. The Firm may withdraw from representing the Client if the Client fails to make timely payments or does not provide other forms of security satisfactory to the Firm for payment of their fees, if the Client misrepresents or fails to disclose material facts or if the Client fails to follow the

Firm's advice. If the Firm wishes to withdraw on any of these grounds, the Client will execute the necessary documents to permit the Firm to do so.

8. This Agreement may be terminated by a majority vote of the City Council or by the Firm upon 30 days written notice to the other party hereto.

9. If the Firm withdraws, the Client remains liable for all fees, costs and expenses actually incurred under this agreement and will either make payment in full or offer other security acceptable to the Firm. The Firm will return the Client's files and documents to the Client but may retain copies of the file.

10. The Client acknowledges that the Firm has made no promises or guarantees to the Client.

11. The Firm is a Wisconsin Service Corporation organized under Sections 180.1901-180.1921 Wis. Stats. and a limited liability entity with the State Bar of Wisconsin. The laws governing the Firm limit the personal liability of the stockholders of the Firm for the acts or omissions of the other employees and stockholders of the Firm. The Firm maintains not less than the minimum professional liability insurance to qualify as a limited liability organization.

12. This agreement represents the entire fee arrangement the Client has with the Firm. Any mutually agreed-upon changes concerning this retainer agreement must be in writing to be effective and to avoid misunderstanding.

THIS IS A LEGAL, BINDING CONTRACT, WHICH THE CLIENT HAS READ AND THOROUGHLY UNDERSTANDS.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF STEVENS POINT

\_\_\_\_\_  
By: A. Logan Beveridge, City Attorney

ATTEST:

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

APPROVED:

PIETZ, VANDERWAAL, STACKER & ROTTIER, S.C.

By: \_\_\_\_\_  
Lee D. Turonie, Attorney at Law