

**\*AMENDED AGENDA\***  
**City of Stevens Point**  
**REGULAR COUNCIL MEETING**

**Council Chambers**  
**County-City Building**

**September 19, 2011**  
**7:00 P.M.**

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Consideration and possible action of the minutes of the Common Council meeting of August 15, and the Special Common Council meeting of September 12, 2011.
4. \*Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.
5. Persons who wish to address the Mayor and Council for up to three (3) minutes on a non-agenda item.
- \* 6. Public Hearing – Request to Rezone the property located at 1600 Michigan Avenue from "R-2" Single Family Residence District to "R-3" Single and Two Family Residence District.
7. Consideration and possible action on the Ordinance Amendment on the above.
8. Consideration and possible action of the minutes of the Plan Commission meeting of September 6, 2011.
9. Public Hearing - Amendment to their Conditional Use - 707 Arlington Place - Construct a courtyard dock addition to their building using insulated metal panels as opposed to brick.
10. Consideration and possible action on the Resolution on the above.
11. Public Hearing - Conditional Use - 2600 Stanley Street - Operate a tavern with a temporary premise extension for the outdoor area for an event on October 8, 2011.
12. Consideration and possible action on the Resolution on the above.
13. Public Hearing –2725 Water Street - Rezone the property from "R-2" Single Family Residence District to "M-1" Light Industrial District or "R-5" Multiple Family II Residence District and the adjacent northwest parcel from "R-2" Single Family Residence District to "M-1" Light Industrial District.
14. Consideration and possible action on Ordinance Amendment on the above.
15. Public Hearing - Conditional Use - 2725 Water Street - Construct a parking lot at the property located at 2725 Water Street.

16. Consideration and possible action on the Resolution on the above.
17. Public Hearing – 245 Green Avenue North - Rezone the property from "R-3" Single and Two Family Residence District to "B-4" Commercial District.
18. Consideration and possible action on the Ordinance Amendment on the above.
19. Public Hearing – Conditional Use - Property located just east of 117, 125, and 133 Second Street North - Construct a 24 bedroom apartment complex.
20. Consideration and possible action on the Resolution on the above.
21. Public Hearing – Conditional Use - 100 Sixth Avenue - Construct a brine shed.
22. Consideration and possible action on the Resolution on the above.
- \* 23. Public Hearing - Zoning - Allow temporary expansions to Conditional Uses without amending the conditional use permit (creation of Section 23.01(16)(b)(4)of the RMC).
24. Consideration and possible action on the Ordinance Amendment on the above.
- \* 25. Public Hearing – Vacation of a Street - Unnamed and unimproved public street lying north of Falcons Cove and lying between Lots 22 and 23 of Eagle Point Subdivision.
26. Consideration and possible action on the Resolution on the above.
27. Consideration and possible action on the Resolution – Authorizing the Community Development Authority of the City of Stevens Point to Acquire and Assist in the Redevelopment of the Property - 1017 Third Street.
28. Consideration and possible action of the minutes taken at the Special Finance Committee meeting of August 15, and the minutes and actions taken at the Finance Committee meeting of September 12, 2011.
29. Consideration and possible action of the actions taken at the Special Finance Committee meeting of September 19, 2011.
30. Consideration and possible action of the minutes taken at the Special Personnel Committee meeting of August 15, and the minutes and actions taken at the Personnel Committee meeting of September 12, 2011.
31. Consideration and possible action on the Ordinance Amendment – Officials, Boards, Employees – Creation of Grievance Procedure (Sect. 3.50 of the RMC)
32. Consideration and possible action of the minutes and actions taken at the Public Protection Committee meeting of September 12, 2011.
33. Consideration and possible action on the Ordinance Amendment – Animal Care and Licensing – Creation of Multiple Dog License (Sect. 14.14 of the RMC)
34. Consideration and possible action of the minutes and actions taken at the Board of Public Works meeting of September 12, 2011.

35. Consideration and possible action of the minutes and actions taken at the Board of Water & Sewage Commissioners meeting of September 12, 2011.
36. Consideration and possible action of the minutes and actions taken at the Board of Park Commissioners meeting of September 7, 2011.
37. Consideration and possible action the minutes and actions taken at the Special Police and Fire Commission meeting of August 30, and the Police and Fire Commission meeting of September 8, 2011.
38. Consideration and possible action the minutes and actions taken at the Smongeski Health Fund meeting of August 29, 2011.
- \* 39. Consideration and possible action on changes to Community TV Policies.
40. Mayoral Appointment:  
Smongeski Health Fund – Reappointments  
Cherrie Pavelec-Marti      900 Illinois Ave.  
William Zimdars              3924 Doolittle Dr.
41. Consideration and possible action of the Statutory Monthly Financial Report of the Comptroller-Treasurer.
42. Adjournment.

#### RMC – Revised Municipal Code

Persons who wish to address the Common Council may make a statement as long as it pertains to a **specific** agenda item. Persons who wish to speak on an agenda item will be limited to a five (5) minute presentation. Any person who wishes to address the Common Council on a matter which is not on the agenda will be given a maximum of three (3) minutes and the time strictly enforced under the item, "Persons who wish to address the mayor and council on non-agenda items." Individuals should not expect to engage in discussion with members of the City Council and City staff.

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD #346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during the regular business hours from 7:30 A.M. to 4:00 P.M.

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

**[1600 MICHIGAN AVENUE]**

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

**SECTION I:** That the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point shall be amended by the reclassification of the following described territory from "R-2" Single Family Residence District to "R-3" Single and Two Family Residence District:

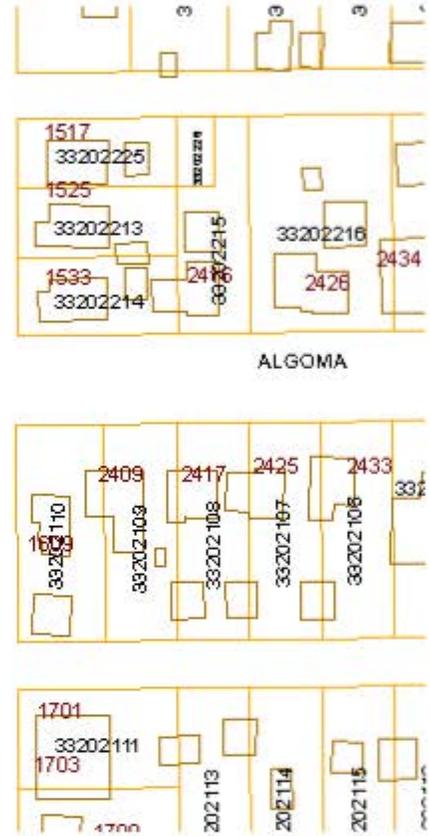
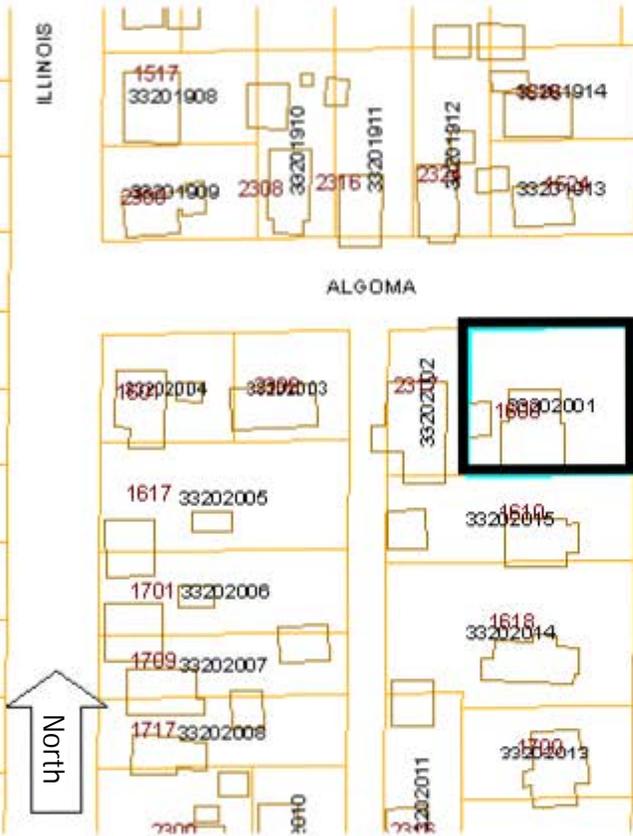
*LOTS 7 & 8 EXC W 51 1/2' BLK 1 E H VAUGHN ADD (& W 10' MICH AVE VAC 188/452 1/2), City of Stevens Point, Portage County, Wisconsin (1600 Michigan Avenue - Parcel ID 2408-33-2020-01).*

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

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

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

Dated: September 19, 2011  
Adopted: September 19, 2011  
Published: \_\_\_\_\_



**RESOLUTION**

**[707 ARLINGTON PLACE]**

**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 **707 Arlington Place**, described as LOT 1 CSM 17/186; LOT 1 CSM 24/235; OL1 CSM 20/180; THE NLY 323' & SLY 175' LYG W OF THE ELY 20' CSM 3/275; LOTS 1 & 2 CSM 6/149; LOTS 250 THRU 253 BLK 37 S E & O ADD; LOT 1 CSM 21/92; LOT 1 CSM 3/275; EX SLY 175' LYG W OF ELY 20' THEREOF & EX OL1 CSM 39/65 & EX OL1 & OL2 CSM 40/141; INCLUDING VAC ST-653/568 & ING/EGR OVR LOT 1 CSM 6/149; SUBJ TO ING/EGR ESMT & AGRMT DES 711723 BNG PRT GOVT LOTS 2, 3 & 4 S32 T24 R8, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of constructing a courtyard dock addition, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

1. Lighting should not negatively impact the adjacent properties.
2. The project shall be completed within one year after final approval.

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

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

Andrew J. Halverson, Mayor

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

John Moe, City Clerk

Dated: September 19, 2011

Adopted: September 19, 2011

Drafted by: Michael Ostrowski

Return to: City Clerk

## RESOLUTION

### (2600 STANLEY STREET)

**BE IT RESOLVED** by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at **2600 Stanley Street**, described as LOT 2 CSM#5695-21-11 BNG PRT NE SW S28 T24 R8, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit to operate a tavern with a temporary premise extension for the outdoor area for an event on October 8, 2011, as indicated on the attached plans. The Conditional Use Permit is subject to the following conditions:

1. The Public Protection Committee must review this event request.
2. Adequate security shall monitor the event, including two uniformed Stevens Point police officers.
3. DJ can operate with amplified music at a reasonable volume during the hours of 12:00 PM – 6:30 PM for the event.
4. The event is concluded by 7:30 PM.
5. The premise area must be fenced and there shall be adequate security monitoring each entrance for the event.
6. Any garbage or trash shall be removed from the property within 24 hours following the event.
7. No cups or garbage shall leave the site. If it does, Partner's Pub shall be responsible for cleanup of these materials.
8. Fencing must be removed within 48 hours following the event.
9. All alcohol must be consumed within the legally defined premise area.
10. Refuse containers shall be screened from neighboring properties with a trash enclosure or the containers shall be neatly placed behind the building.
11. Previous conditions still remain.
12. The conditional use permit shall expire June 30, 2012.

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

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

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

Dated: September 19, 2011

Adopted: September 19, 2011

Drafted by: Michael Ostrowski

Return to: City Clerk

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

**[2725 WATER STREET AND ADJACENT VACANT LOT]**

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

**SECTION I:** That the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point shall be amended by the reclassification of the following described territory from "R-2" Single Family Residence District to "R-5" Multiple Family II Residence District:

*LOT 15 & NLY 3' OF WLY 97' LOT 16 BLK 2 SHEKELLS ADD, City of Stevens Point, Portage County, Wisconsin (2725 Water Street – Parcel ID 2308-05-1018-11).*

**SECTION II:** That the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point shall be amended by the reclassification of the following described territory from "R-2" Single Family Residence District to "M-1" Light Industrial District:

*LOT 14 BLK 2 SHEKELLS ADDITION, City of Stevens Point, Portage County, Wisconsin (Vacant Lot Water Street – Parcel ID 2308-05-1018-10).*

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

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

Andrew J. Halverson, Mayor

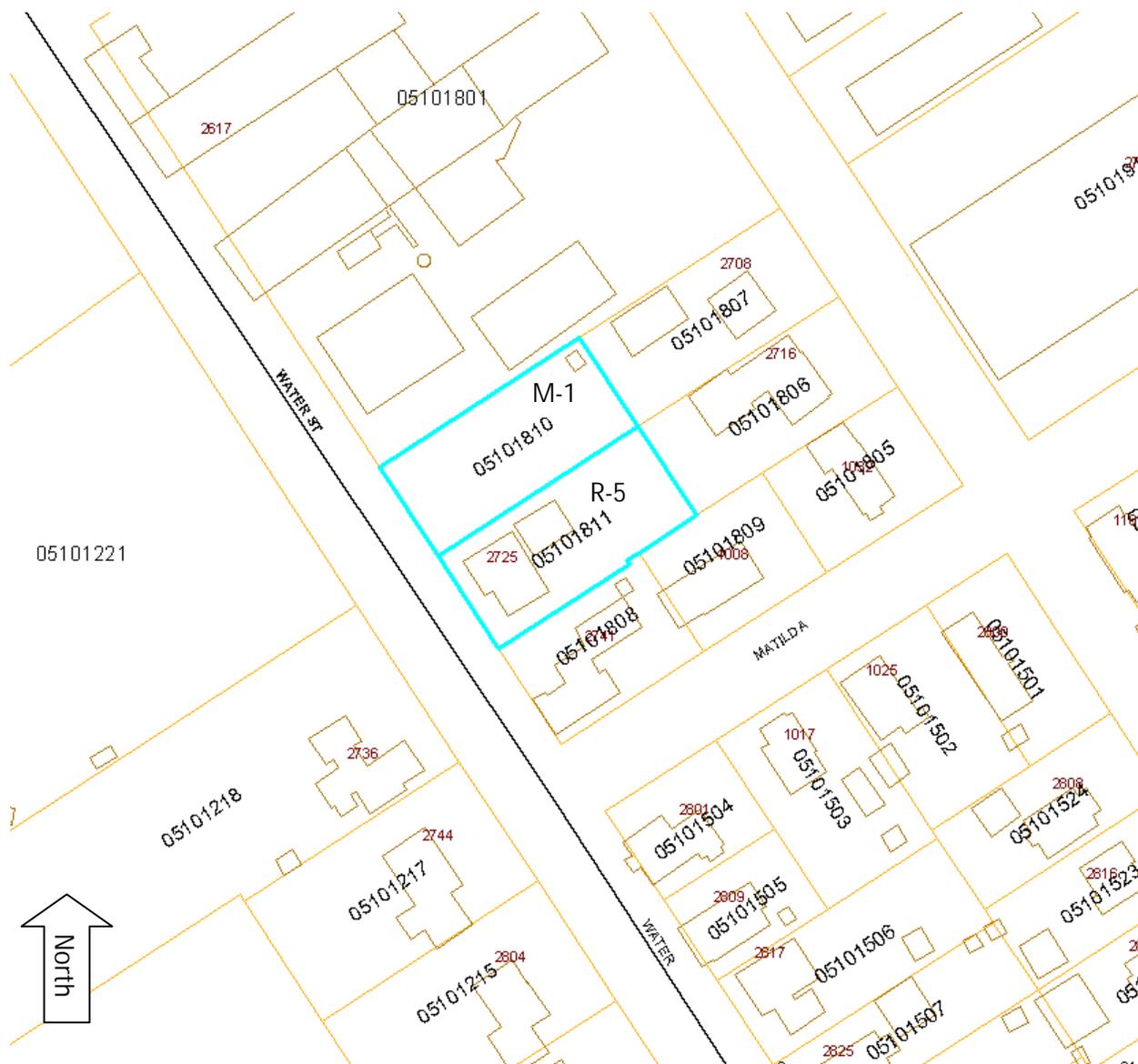
Attest: \_\_\_\_\_

John Moe, City Clerk

Dated: September 19, 2011

Adopted: September 19, 2011

Published: \_\_\_\_\_



## RESOLUTION

### [2725 WATER STREET AND ADJACENT VACANT 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 properties located at **2725 Water Street (Parcel ID 2308-05-1018-11) and the adjacent northwest parcel (Parcel ID 2308-05-1018-10)**, described as LOT 15 & NLY 3' OF WLY 97' LOT 16 BLK 2 SHEKELLS ADD, City of Stevens Point, Portage County, Wisconsin and LOT 14 BLK 2 SHEKELLS ADDITION, City of Stevens Point, Portage County, Wisconsin, are 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. The parking lot shall be screened from view using the following standards:
  - a. An opaque decorative type fence, at least five feet in height, shall be installed along the property lines where the parking lot borders any residentially used properties.
  - b. The entire parking lot, including the northwest side, shall be screened with landscaping, using the landscape standards outlined in section 23.01(14)(f) of the City's Zoning Ordinance, with appropriate adjustments to be made by staff. The landscaping shall not cause any vision obstructions, and it shall be maintained in perpetuity.
  - c. Where the parking lot is not screened with an opaque decorative type fence at least five feet in height, it shall have solid, non-deciduous type shrubs at least three feet in height.
2. A lighting plan shall be submitted for review and approval by staff.
  - a. The maximum permitted illumination in footcandles shall not exceed 0.05 footcandles measured at the property line.
  - b. The light fixture shall be a cut-off type luminaire with a maximum height of 12 feet if within 50 feet of a residential property line or 15 feet if a greater distance.
3. The parking lot must be setback at least 10 feet from the street yard property line and 10 feet from the side and rear property lines.
4. Any mechanical equipment or refuse storage shall be screened from view from neighboring properties.
5. Snow shall be removed from the site, or stored in a location that it will not negatively impact adjacent properties.
6. A stormwater plan for the parking lot must be approved by the Department or Public Works.

7. Either curb or wheel stops shall be installed for each space.
8. Construction shall be completed within one year after final approval.

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

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

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

Dated: September 19, 2011  
Adopted: September 19, 2011

Drafted by: Michael Ostrowski  
Return to: City Clerk

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

**[245 GREEN AVENUE NORTH]**

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

**SECTION I:** That the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point shall be amended by the reclassification of the following described territory from "R-3" Single and Two Family Residence District to "B-4" Commercial District:

*THE N 115' OF THE SE NW S27 T24 R8 EXC THE E 1074.91' THEREOF & EXC THAT PRT USED FOR  
GREEN AVE NORTH, City of Stevens Point, Portage County, Wisconsin (245 Green Avenue North –  
Parcel ID 2408-27-2401-04).*

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

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

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

Dated: September 19, 2011  
Adopted: September 19, 2011  
Published: \_\_\_\_\_



## RESOLUTION

### [VACANT LOT EAST OF 117, 125, AND 133 SECOND STREET NORTH]

**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 **just east of 117, 125, and 133 Second Street North**, described as described as A PRCL 225 1/2' E & W BY 258 1/4' N & S BNG PRT OF THAT PRT OF S 1/2 NW 1/4 LYG E OF HWY 51 AS DES IN 205/204 S29 T24 R8, City of Stevens Point, Portage County, Wisconsin (**Parcel ID 2408-29-2400-11**), is hereby granted a Conditional Use Permit for the purposes of constructing a 24-bedroom apartment complex as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

1. A new architectural/elevation plan shall be resubmitted for approval by the Plan Commission. The new plan shall include architectural features that help distinguish the building, such as increased masonry, stoops, varying roof lines, jogs in the building, increased doors and windows, shutters, etc.
2. The natural vegetation areas within the minimum setback area for the rear yard and the south property line shall be maintained in their natural state, with adjustments to be made for proper maintenance.
3. Additional landscaping, to match the proposed landscaping, shall be installed along the western bend in the driveway and along the foundation, between the walkways on the west side of the building.
4. The maximum number of units shall be 8, with a maximum number of 24 beds.
5. The dumpster enclosure shall be constructed out of finished wood or masonry materials (except for unfinished concrete block).
6. Street trees shall be installed along Third Street at the owner's expense when Third Street is installed. This requirement shall be done within one year after completion of Third Street.
7. Walkways (from the building to Third Street sidewalk) shall be installed to connect with the sidewalks on Third Street, at the owner's expense when Third Street is installed. This requirement shall be done within one year after completion of Third Street.
8. The ingress/egress to the property shall be relocated to Third Street within one year after Third Street is installed.

9. An easement agreement with the land owner(s) to the south will need to be recorded to allow access to the site.
10. A lighting plan shall be submitted for review and approval by staff. The lighting shall not negatively impact the adjacent properties.
11. Snow shall be removed from the site, or stored in a location that it will not negatively impact adjacent properties.
12. A stormwater plan will need to be reviewed and approved by the Department of Public Works.
13. Curb or wheel stops will need to be installed for the parking lot.
14. A minimum of a six foot high solid vinyl fence shall be installed along the north (starting at the rear of the building) and west property lines.

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

Approved:

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

Attest:

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

Dated: September 19, 2011

Adopted: September 19, 2011

Drafted by: Michael Ostrowski

Return to: City Clerk

**RESOLUTION**

**[100 SIXTH AVENUE]**

**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 **100 Sixth Avenue (Parcel ID 2408-30-4008-07)**, described as PRT GOVT LOTS 1, 2 & 3 S30 T24 R8, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of constructing a brine shed, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

1. Lighting for the site shall be shielded and directed away from adjacent properties, so it does not negatively impact the adjacent properties.
2. The existing vegetation shall remain on Sixth Avenue and Old Wausau Road to provide proper screening for the adjacent properties, except for proper maintenance.
3. Additional landscaping shall be installed at the entrances to better screen the property.
4. The project shall be completed within one year after final approval.

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

Approved:

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

Attest:

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

Dated: September 19, 2011

Adopted: September 19, 2011

Drafted by: Michael Ostrowski

Return to: City Clerk

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

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

SECTION I: That Section 23.01(16)(b)(4) of the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point be added as follows:

A temporary expansion of a conditional use premise shall not constitute a change in the conditional use permit. Temporary expansions of the premises shall not exceed two consecutive days, and not more than four temporary expansions in a twelve month calendar year. All temporary premise expansions shall meet the intent and purpose of the original conditional use permit, as well as the standards outlined in section 23.01(16)(c). Temporary premise expansions shall be approved by the Zoning Administrator, or designee. Denials by the Zoning Administrator, or designee, may be appealed to the Plan Commission and Common Council.

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

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

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

Dated: September 19, 2011  
Adopted: September 19, 2011  
Published: \_\_\_\_\_

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

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

SECTION I: That Section 23.01(16)(b)(4) of the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point be added as follows:

A temporary expansion of a conditional use premise shall not constitute a change in the conditional use permit. Temporary expansions of the premises shall not exceed two consecutive days, and not more than four temporary expansions in a twelve month calendar year. All temporary premise expansions shall meet the intent and purpose of the original conditional use permit, as well as the standards outlined in section 23.01(16)(c). Temporary premise expansions shall be approved by the Zoning Administrator, or designee. Denials by the Zoning Administrator, or designee, may be appealed to the Plan Commission and Common Council.

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

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

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

Dated: September 19, 2011  
Adopted: September 19, 2011  
Published: \_\_\_\_\_

COMMON COUNCIL OF THE CITY OF STEVENS POINT, WISCONSIN

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT TO ACQUIRE AND ASSIST IN THE REDEVELOPMENT OF PROPERTY – 1017 THIRD STREET**

**WHEREAS**, Section 66.1333 of the Wisconsin Statutes, as amended (the "Act"), states that it is the policy of this state to protect and promote the health, safety, morals and general welfare of the people of the state in which these areas and blighted properties exist by the elimination and prevention of these areas and blighted properties through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in these areas and blighted properties; and

**WHEREAS**, this Common Council has heretofore created a Community Development Authority (the "Authority") to eliminate or prevent substandard, deteriorated, obsolete and blighted areas in the City of Stevens Point, Wisconsin (the "City"); and

**WHEREAS**, the Act, as amended, authorizes the Authority to undertake certain activities within the City, for the purpose of carrying out redevelopment, blight elimination, blight prevention and urban renewal programs and projects as set forth in the Act, together with all powers necessary or incidental to effect adequate and comprehensive redevelopment, blight elimination, and urban renewal programs and projects; and

**WHEREAS**, the property in the City described in **Exhibit A** attached hereto (the "Property") has been proposed as the site for a development project; and

**WHEREAS**, blight elimination, slum clearance, and urban renewal and redevelopment projects on the Property will protect and promote the health, safety and general welfare of citizens of the City; and

**WHEREAS**, the Authority proposes to acquire the Property and to carry out blight elimination and urban renewal projects on the Property, including the transfer of portions, or all, of the Property to other developers; and

**WHEREAS**, Section 5(c)1g. of the Act provides that the Authority may acquire blighted property without designating a redevelopment area or adopting a redevelopment plan if the Authority obtains advance approval of the Common Council by at least a two-thirds vote; and

**WHEREAS**, on October 11, 2011, or prior to the acquisition of the Property, the Authority will hold a duly-noticed public hearing at which all interested parties will be afforded a full opportunity to express their views respecting the determination of blight for the Property; and

**NOW, THEREFORE, BE IT RESOLVED**, that if the Property is found to be blighted, by the Authority, within the meaning of Section 66.1333(2m)(bm) of the Wisconsin Statutes, the Common Council of the City of Stevens Point hereby resolves as follows:

1. The Common Council of the City of Stevens Point finds it necessary and in the public interest that the Authority undertake activities to eliminate and prevent blight, obsolescence, and the deterioration of the Property and to promote redevelopment and urban renewal on the Property.
2. The Common Council of the City of Stevens Point finds that a comprehensive redevelopment plan is not necessary to determine the need for the acquisition of the Property, the uses of the Property after acquisition, and the relation of the acquisition to other property redevelopment by the Authority.
3. The Common Council of the City of Stevens Point authorizes the Authority to acquire the Property.

Adopted and approved this 19<sup>th</sup> day of September, 2011.

CITY OF STEVENS POINT, WISCONSIN

By: Andrew Halverson  
Mayor

(SEAL)

By: John Moe  
City Clerk

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

1017 Third Street:

ALL BLK 33 & LOTS 1-6 & 10 W33' LOT 13 BLK 34 V BROWN ADD & PRT NE NW S32 T24 R8 COM SW COR BLK 33 BROWN ADD E289' S95' W289' N95' & VAC MEADOW ST ABUT SD BLK 34 EXC HWY, in the City of Stevens Point, County of Portage, State of Wisconsin.

Said land contains 4.011 acres.

Parcel ID # 2408-32-2003-01.

## **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 3.50 of the Revised Municipal Code is hereby **created** to read as follows:

### **3.50 GRIEVANCE PROCEDURE**

(1) Purpose.

The purpose of this Policy is to set forth the procedure to be followed with respect to grievances by employees, union, and non-union. The terms of this Policy shall control unless another valid and enforceable grievance procedure exists in a collective bargaining agreement that applies to the matter.

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure.

(2) Definitions.

A grievance is defined as a dispute or misunderstanding regarding the actions of City officials with regard to the following:

(a) Employee termination

“Termination” includes an involuntary end to employment but excludes a voluntary quit; a layoff or failure to be recalled from layoff at the expiration of any recall period; retirement; job abandonment such as “no-call, no-show,” or failure to report to work; any workforce reduction activities; job transfer; action taken for failure to meet the qualifications of a position; action taken pursuant to an ordinance other than an ordinance specifically addressing employee discharge; death; or the end of the employment of a temporary, contract or part-time employee.

(b) Employee discipline

“Discipline” includes verbal reprimands; written reprimands; and suspensions without pay. Discipline does not include action taken because of poor job performance, performance evaluations, performance improvement plans, or counseling (verbal or written) regarding job performance.

(c) Workplace safety

“Workplace safety” includes conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, environmental hazards, safety of physical work environment, personal protective equipment, and workplace violence.

(3) Preliminary Procedures.

(a) Preliminary Grievance Steps.

Step 1: Prior to filing a written grievance, employees should discuss any problem or complaint with his/her Immediate Supervisor to determine if the grievance can be resolved.

Step 2: If the grievance cannot be resolved at Step 1, the employee must file a written grievance with the City Human Resource Manager no later than ten (10) calendar days from the date the employee first becomes aware of the termination, discipline, or workplace safety condition causing the grievance. The written grievance shall include: (1) a summary of the facts pertaining to the grievance and issue involved; (2) the date(s) the event(s) giving rise to when the grievance occurred; (3) a listing of all parties involved; (4) the remedy sought by the employee; and (5) the employee's signature and date. The City Human Resource Manager shall respond to the grievance in writing within ten (10) calendar days of receipt of the written grievance.

(b) Appeal to Personnel Committee.

Step 3: If the grievance is not resolved at Step 2, the employee may appeal a denial by filing a written appeal of the grievance with the Personnel Committee within ten (10) calendar days from receipt of the City Human Resource Manager's decision. The Personnel Committee shall meet with the parties to discuss the matter. Within ten (10) calendar days of the meeting, the Personnel Committee shall issue a written decision sustaining or denying the grievance.

(4) Hearing Officer Proceedings.

(a) Appeal To Hearing Officer.

Step 4: If the grievance is not resolved at Step 3, the employee may appeal a denial by filing a written request for a hearing before a Hearing Officer. This request must be received by the Personnel Committee no later than ten (10) calendar days after the employee receives the Personnel Committee's written response.

On appeal, the Personnel Committee shall transmit the grievance, all grievance responses, and this Grievance Procedure to the Hearing Officer. As soon as is practicable thereafter, the Hearing Officer shall schedule a date for a hearing. The hearing shall be held at a mutually agreeable time in a public building and shall be open to the public unless the Hearing Officer otherwise directs.

(b) Hearing Procedure.

The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. The hearing shall be conducted in accord with the hearing procedures of the American Arbitration Association. Any party requesting a subpoena from the Hearing Officer is responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer, unless another method of recording is mutually agreed to by the parties and approved by the Hearing Officer. All costs associated with the court reporter and preparation of a transcript of the hearing shall be evenly split between the parties. In all cases, the grievant

shall have the burden of proof to support the grievance. The Hearing Officer may only overrule a disciplinary action if the action taken was arbitrary or capricious.

(c) Hearing Officer Decision.

The Hearing Officer shall submit his or her decision affirming or reversing the action with the reasons therefore in writing to the Personnel Committee and the employee within thirty (30) calendar days of the close of the hearing or the submission of the parties' written briefs, if any, whichever is later, or on a later date mutually agreed upon by the parties.

(5) City Council Review.

(a) Appeal to City Council.

Step 5: Within fourteen (14) calendar days of the date that the Hearing Officer's decision is mailed, either party may file with the City Council a written notice of appeal of the Hearing Officer's determination to the City Council. Any such appeal shall be on the written record, the preparation of which shall be the responsibility and at the cost of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the City Council within twenty (20) calendar days of the notice of appeal. No formal hearing shall be held before the City Council. The Council shall receive no further evidence on the matter but may request additional written submittals of the parties on matters which were raised before the Hearing Officer or, at its discretion, meet with the parties to review the matter. The City Council may retain outside counsel if necessary during the process.

(b) City Council Decision.

Step 6: Within forty (40) calendar days of the receipt of the written record, the City Council shall make and file its written decision with the Clerk's office. The Clerk or designee shall, within five (5) calendar days, mail a copy of the decision to the last known address of the employee or the employee's representative and provide a copy of the decision to the Personnel Committee. The Hearing Officer's determination may be affirmed, modified, or reversed by a majority vote of the City Council. The City Council's decision shall be final and binding on the parties. There shall be no subsequent right of appeal.

(6) Hearing Officer Selection.

(a) Qualifications/Selection.

The City may contract with a Hearing Officer to hear and determine appeals at Step 4. Any Hearing Officer so engaged shall not be a City employee or receiving any compensation or benefits from the City other than those described below.

The City Clerk or designee shall create a panel of at least three (3) individuals when needed who have indicated a willingness to serve in the capacity of Hearing Officer and who are experienced in personnel matters and/or who are active or retired attorneys, retired members of the judiciary, retired administrative staff, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission. The City Clerk shall draw three (3) names and list them in order of drawing with the first drawn name being appointed as the Hearing Officer. In the event a Hearing Officer is unable to accept the designation as Hearing Officer, the next numeric selection by the Clerk shall be appointed.

(b) Compensation.

The Hearing Officer shall be compensated at the Hearing Officer's regular rate for the hearing, travel time, and time spent preparing a written decision. The compensation for the Hearing Officer will be split evenly between the parties.

(c) Conduct of Hearing.

- I) Generally. The Hearing Officer is not bound by the strict rules of procedure and the customary practices of courts of law.
- II) Opening Statements. Opening statements are optional and shall be confined to a brief summary of the nature of the case, the evidence intended to be offered, and the controlling legal authorities.
- III) Order of Proceeding. The grievant shall present evidence first.
- IV) Evidence. The Hearing Officer is not bound by common law or statutory rules of evidence. All testimony having reasonable probative value shall be admitted, and immaterial, irrelevant or unduly repetitious testimony shall be excluded. The Hearing Officer shall give effect to the rules of privilege recognized by law. Hearsay evidence may be admitted into the record at the discretion of the Hearing Officer and accorded such weight as the Hearing Officer or commission deems warranted by the circumstances.
- V) Testimony of Witnesses. (a) Witnesses may testify by answering questions posed to them. (b) Cross-examination is not limited to matters to which the witness testified on direct examination. (c) At the discretion of the Hearing Officer, witnesses' testimony may be taken via telephone rather than in person. (d) At the request of either party, the Hearing Officer may order the exclusion of the witnesses in accordance with the provisions of s. 906.15, Stats.
- VI) Stipulations. Parties may stipulate to some or all of the facts that are material to a case and the Hearing Officer may base an order upon the stipulation.
- VII) Sanctions.
  - (a) Unless good cause can be shown, any party who fails to appear at a hearing after due notice is deemed to have admitted the accuracy of evidence adduced by the parties present and the Hearing Officer may rely on the record as made. If the

absent party has the burden of proof, the Hearing Officer shall consider a motion to dismiss by the parties present without requiring presentation of any evidence.

(b) If a witness fails to appear despite the issuance of a subpoena, the Hearing Officer may seek initiation of contempt proceedings.

(c) If a witness refuses to answer a proper question or otherwise engages in misconduct, the Hearing Officer may exclude the witness, may strike all or part of the witness' testimony, may make an appropriate inference or may impose any combination of sanctions under this paragraph.

(d) The Hearing Officer may exclude persons other than witnesses from the hearing for misconduct.

(7) Settlement of Grievance.

A grievance shall be considered waived if not filed or appealed within the designated grievance timelines. Dissatisfaction is implied in recourse from one step to the next step. A grievance shall be deemed settled and dismissed at the completion of any step in the grievance procedure if all parties concerned are mutually satisfied or the grievance has not been timely processed to the next level. All settlements shall be in writing and signed by the employee in question and the appropriate City official(s) involved at the step level that the grievance was settled.

(8) Revisions/Updating.

This Policy may be amended or repealed by the City Council at any time.

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

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

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

Dated: 9/12/2011  
Approved: 9/19/2011  
Published:

**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 14.14 of the Revised Municipal Code is hereby **amended** to read as follows:

14.14 LICENSES. Every owner of a dog or cat more than five (5) months of age shall annually or within thirty (30) days from such date, pay the dog or cat license tax and obtain a license. Rabies certificates are required to be shown prior to issuance of licenses. The license fees are as follows:

- (a) Neutered or spayed dog.....\$ 8.00
- (b) Un-neutered or unspayed dog .....\$18.00
- (c) Neutered or spayed cat.....\$ 2.50
- (d) Un-neutered or unspayed cat .....\$ 4.00

Any person who keeps more than one dog may, instead of the individual license for each dog, request a multiple dog license. Such person shall pay for the license a fee of \$52 for the first dog plus \$2 for each additional dog up to a maximum of 12 dogs. Each dog license over the maximum of 12 will be charged at the rates (a) & (b) listed above.

- (e) Multiple Dog License ..... \$52.00/first dog  
Each additional dog up to 12 ..... \$ 2.00/each additional dog

Readily distinguishable multiple dog license tags will be issued for the total number of dogs authorized to be kept by the person at time of licensing. An owner or keeper may transfer a multiple dog license tag from a dog that the owner or keeper no longer owns or keeps to another dog that is owned or kept as long as it is currently immunized against rabies.

The city treasurer shall assess and collect a late fee of \$5.00 from every owner of a dog or cat five (5) months of age or over, if the owner fails to obtain a license prior to April 1st of each year, or within thirty (30) days of acquiring ownership of a licensable dog or if the owner fails to obtain a license on or before the dog reached licensable age. All late fees received or collected shall be paid into the city treasury as revenue of the city.

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

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

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

Dated: 9/12/2011  
Approved: 9/19/2011  
Published: 9/23/2011

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



**Andrew J. Halverson**  
**Mayor**  
715-346-1570

September 14, 2011

Members of the Common Council  
Stevens Point, Wisconsin

The following appointments are recommended for your consideration.

Smongeski Health Fund Committee – 1 year term expires September 1, 2012.

Reappointment Cherrie Pavelec-Marti	900 Illinois Avenue
Reappointment William Zimdars	3924 Doolittle Dr

Your confirmation of these appointments would be appreciated.

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

Andrew J. Halverson, Mayor

COMPTROLLER-TREASURER REPORT  
for the period ending July 31, 2011

	Bal July 1, 2011	Receipts	Disbursements	Bal July 31, 2011
GENERAL OPERATING CASH	\$3,161,257.92	\$4,669,771.90	\$2,740,936.06	\$5,090,093.76
WATER & SEWER (CASH & INVEST)	\$6,025,863.83	\$3,369,796.30	\$2,005,680.14	\$7,389,979.99

INVESTMENTS	Bal. July 1, 2011	TRANSFER IN	TRANSFER OUT	Bal. July 31, 2011
GENERAL	\$14,112,936.98	\$0.00	\$0.00	\$14,112,936.98
SPECIAL REVENUE	\$773,315.40	\$0.00	\$0.00	\$773,315.40
DEBT SERVICE	\$2,026,521.48	\$0.00	\$0.00	\$2,026,521.48
CAPITAL PROJECTS	\$13,285,496.60	\$0.00	\$0.00	\$13,285,496.60
ENTERPRISE	\$1,518,457.90	\$0.00	\$0.00	\$1,518,457.90
TRUST	\$89,443.48	\$0.00	\$0.00	\$89,443.48
<b>TOTALS</b>	<b>\$31,806,171.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$31,806,171.84</b>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$2,795,755.00	\$1,189,778.13	42.56%	GENERAL	\$23,328,783.00	\$13,964,667.02	59.86%
POLICE DEPT	\$6,087,247.00	\$3,459,581.62	56.83%	TRANSIT	\$1,381,125.00	\$2,477,415.27	179.38%
FIRE DEPT	\$5,210,973.00	\$2,911,958.65	55.88%	AIRPORT	\$565,668.00	\$444,383.77	78.56%
PUBLIC WORKS	\$6,266,521.00	\$3,276,392.53	52.28%				
PARK & REC	\$2,462,982.00	\$1,221,387.60	49.59%				
CAPITOL PROJ	\$505,305.00	\$108,370.67	21.45%				
TRANSIT	\$1,689,926.00	\$2,844,110.70	168.30% ***				
DEBT SERVICE	\$3,834,615.00	\$5,175,755.01	134.97% **				
AIRPORT	\$565,668.00	\$364,107.66	64.37%				

\*\* debt service appears over due to advance refunding of the State Trust Fund loans - offset by new debt service issue

\*\*\* budget overage due to bus purchases - there is an offsetting revenue



To the Common Council,

August 24, 2011

I have updated the Community TV Policies and Procedures and would like to get them officially adopted so I can make them available to the public.

The current policies and procedures were written by me and approved by the Telecommunications Commission and the Common Council in 1997.

I have deleted language that concerned some ideas that never got off the ground (like awards for producers) and some technical requirements that no longer apply.

These changes have been in effect for some time, but the written policies just have not been updated to reflect the changes until now.

I did not change any of the legal jargon that the City Attorney approved years ago.

I have updated the fees.

The reason for having these policies is to "ensure fair and non-discriminatory public access to the Community TV channel, equipment, and facilities."

The technical information in them had changed and will continue to change often, but that goal remains the same.

My Supervisor, Tom Schrader, has reviewed the new policies and supports them.

John Quirk  
TV Coordinator  
JohnQuirk@StevensPoint.com

# Community Television Policies and Procedures

Revised September, 2011

## **Attention**

Notwithstanding anything to the contrary contained herein,  
the City of Stevens Point reserves the right  
to create additional requirements from time to time,  
and/or to amend these policies and procedures.

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## Section One Introduction and Definitions

**1.1 Introduction** - Since the earliest days of Cable TV systems, the FCC had allowed cities and states to require a cable company to provide Public, Educational, and Government (PEG) channels, and funding for them, in exchange for the company's use of public rights-of-way (See Appendix A). Today, phone companies and others who provide TV service using public rights-of-way are also required to provide PEG channels and funding for them. Community Television, digital channel 984 and analog channel 95, is Stevens Point's Public and Government Access TV channel.

The FCC allows franchising authorities to make reasonable rules for the use of PEG channels, as long as the rules are not based on the content of the programming. Such rules are set forth in these policies in order to ensure fair and non-discriminatory public access to the Community TV channel, equipment, and facilities.

Government use of the Community Television channel, equipment, and facilities is not necessarily addressed in these policies. Channels 983/98 and 982/99 are Educational Access Channels, but are not under the direct management of the City of Stevens Point, so use of those channels is also not addressed in these policies.

**1.2 Definitions** – The following definitions apply throughout these policies.

**Community Television** – Community Television is the Public and Government Access TV Channel (Analog Channel 95, Digital Channel 984) operated by the City of Stevens Point. Community Television may be referred to as "Community TV," "us," and "we" in these policies. Community TV is managed by the TV Coordinator, an employee of the City of Stevens Point. The TV Coordinator and other Community TV Staff may be referred to as "Staff" or "we" herein.

**Producer** – The Producer is the person ultimately responsible for the making of a TV program. The Producer is responsible for all people working on the program, all equipment used in making the program, and making all arrangements with Community TV. The Producer is solely responsible for the content of the program. Other Producer responsibilities are defined throughout these policies. The Producer may be referred to as "you" in these policies.

**Sponsor** – Anyone who submits a program to be played on Community TV is considered the Sponsor of the program if they did not produce the program themselves. The Sponsor is solely responsible for the content of the program, just as if they had produced it themselves, and must have permission from the program's actual Producer or copyright/license holder to cablecast the program. The Sponsor may be referred to as "you" in this handbook.

**Viewing Area** – For the purposes defined in this handbook, the Community TV viewing area includes those municipalities within Portage County where Community TV can be viewed on the analog tier of our local cable system, including Stevens Point, Plover, Hull, Whiting, Park Ridge, and parts of other municipalities. Municipalities outside of Portage County where Community TV is seen on the digital tier, or on the Internet - but not the analog tier - are not included in our viewing area for purposes defined in this policy handbook.

**Volunteer** – A volunteer is any person involved with the making of a TV program who is not the Producer or Community TV Staff. Volunteers are not responsible for the content of the program – such responsibility is solely the Producer's.

**Program, Educational Access** – An Educational Access program is any program produced, directed, engineered, and otherwise made and/or sponsored by or for an educational institution or a representative of one. Educational Access programs are not played on Community TV, but can be submitted to one of the two Educational Access Channels in Stevens Point.

**Program, Government Access** – A Government Access program is any program produced, directed, engineered, and otherwise made by government agencies or employees including, but not limited to, the city's TV Coordinator and other Staff. Government Access programs provide a means of communication between units of government and their constituents, and/or provide other public services through the medium of cable television. These policies and procedures do not necessarily apply to Government Access programs and their Producers.

**Program, Public Access** – A Public Access program is any program produced, directed, engineered, and otherwise made and/or sponsored by a member of the general public. Persons wishing to produce or sponsor programs to be cablecast on Community TV must be residents of the Community TV viewing area or must be official representatives of a group or organization that is located or headquartered in the Community TV viewing area (for example: a Board member of a non-profit organization in Stevens Point may submit a program on that organization's behalf even if that person does not live in the Community TV viewing area).

## **Section Two Cablecasting Programs**

**2.1 Producer/Sponsor Responsibilities** - A Program Responsibility Form must be signed by the Producer or Sponsor of any program before the program will be scheduled for cablecasting on Community TV. The signer of the Program Responsibility Form must be a resident of our viewing area and at least 18 years of age.

Requests to have a program scheduled for cablecasting may be submitted no more than one month in advance and no less than one week in advance of the requested cablecasting date. Refer to Section 2.3 of these policies for details about time allotment.

The program on tape or DVD and the signed Program Responsibility Form must be submitted no less than one week in advance of the cablecasting date or the program may be held off the schedule and the scheduled cablecast time slot may be given to another program.

Tapes and DVDs of regularly-scheduled series programs must be submitted no later than 4:00 p.m. the day before the program is scheduled to play, with the exception of programs scheduled to play on Mondays which must be submitted no later than 9:00 A.M. on Monday. Tapes or DVDs left in our after-hours drop box after 7:30 A.M. on weekdays will not be retrieved until the next business day. Do not use the after-hours drop box when the building's front office is open (Monday – Friday, 7:30 A.M. to 4:00 P.M.).

The Producer or Sponsor of any program cablecast on Community TV is responsible for the program's content and agrees to indemnify, save, and hold harmless Community TV, the servicing cable system, the City of Stevens Point and its employees, and any volunteers involved with the production of the program from and against any and all liability, claim, judgment, action, loss, cost damage, injury (including death) or expense (including attorneys' fees), arising out of or resulting from their program.

The Producer or Sponsor is responsible for making all appropriate arrangements and obtaining all appropriate clearances from broadcast stations, networks, music licensing organizations, performers, performers' representatives, and without limitation by this list, any and all other persons as may be necessary for authorization to edit and/or cablecast the material in their program.

If Community TV receives a complaint or inquiry about a program, we may provide the complainant/requestor with the name and contact information of the program's Producer and/or Sponsor, as required by Wisconsin Open Records Law.

The Producer or Sponsor of any tape or DVD submitted to Community TV for cablecasting is required to pick up the tape or DVD from our office no more than two weeks after the program's scheduled cablecast date. Any tape or DVD left at Community TV more than two weeks after its scheduled cablecast date may be erased or otherwise disposed of.

It is the responsibility of the Producer or Sponsor to find out when the program is scheduled to be cablecast, and they should not expect us to contact them regarding this schedule. Community TV's schedule is published on the city web site, [StevensPoint.com/TV](http://StevensPoint.com/TV).

Community TV assumes no responsibility for tapes or DVDs submitted for cablecasting, including, but not limited to, damage, loss or theft, and/or partial or complete erasure of the program or information recorded on the tape or DVD. Do not give us your ONLY copy of any tape or DVD if it is irreplaceable and you are concerned about something happening to it.

**2.2 Technical Requirements for Pre-Recorded Programs** - It is the responsibility of the Producer or Sponsor to be sure any program meets the following technical requirements before the program will be scheduled for cablecasting:

1. Programs on video tape must be immediately preceded by at least five (5) seconds of recorded black. Programs on DVD need not have more than one (1) second of black before the program.
2. Programs on video tape must be immediately followed by at least five (5) seconds of recorded black. Programs on DVD need not have more than one (1) second of black at the end of the program.
3. Home-made video tapes must be cued to the very END of the program, at the very beginning of any recorded black. Professionally-produced video tapes can be rewound IF the exact length of the program in hours, minutes, and seconds is clearly written on the tape's spine label. If you are not sure if the program is professionally produced, assume it is not.
4. Videotapes and DVDs must not have anything else recorded on them before or after the program (for example, video of people milling around before and after your event started, or video of your feet as you walked around not realizing the recorder was on). If it's not black and you do not want it to be seen on TV, do not include it on your tape or DVD – talk to us about how to insert black over the top of unwanted video.
5. Video tapes must have no breaks in their control track (does not apply to DVDs).
6. Video tapes made from a recorder with adjustable speeds must be recorded in SP (Standard Play) speed (typically 2 hours or less of recording time).

Producers and Sponsors may use our equipment and facilities to edit their programs to meet our technical requirements. Refer to Section 2.4 of these policies for details.

**2.3 Disclaimer** - Immediately before and/or after all Public Access Programs, Community TV will cablecast a disclaimer which clearly reads as follows:

“The viewpoints expressed in programs seen on this channel are not necessarily those of Community Television, the servicing cable system, or the City of Stevens Point or its employees. Each program’s producer or sponsor is responsible for the program’s content.”

**2.4 Channel Time Allotment** - First priority for channel time will be given to Government Access programs including, but not limited to, live and videotaped coverage of Stevens Point Governmental meetings, Portage County Board of Supervisors meetings, and Stevens Point Area School Board meetings.

Priority will then be given to locally produced Public Access series programs with reserved weekly or monthly time slots, and then to non-locally produced Public Access series programs with reserved time slots.

Priority will then be given to other locally produced Public Access programs on a first-come, first-served basis, and finally to other non-locally produced Public Access programs on a first-come, first-served basis.

Community TV Staff will use the following guidelines to determine the number of times any single program or episode of a weekly or monthly series program may play in any given 4-month period:

1. Locally produced Public Access series programs -
  - A. Half-hour episodes may play eight times.
  - B. One-hour episodes may play four times.
  
2. Non-locally produced Public Access series programs -
  - A. Half-hour episodes may play six times.
  - B. One-hour episodes may play three times.
  
3. Any other locally produced Public Access program -
  - A. Half-hour programs may play six times.
  - B. One-hour programs may play three times.
  
4. Any other non-locally produced Public Access program may play six times.

Public Access programs under 15 minutes in length may be repeated back-to-back with itself, and if played like that will be considered as a single half-hour program when using the formula above.

If excess time in the schedule allows, we may adjust the formula (as listed above) to increase the number of times Public Access programs and episodes play, but ALL Public Access programs will be treated the same regardless of their content.

If there is not enough time in the schedule to allow all programs to play the number of times listed in this policy, we may adjust the formula (as listed above) to decrease the number of times Public Access programs and episodes play, but ALL Public Access programs will be treated the same regardless of their content.

Community TV might play any program in our "library," even if that program has already played the maximum number of times normally allowed, in order to fill occasional openings in the schedule, but not to regularly repeat a particular program or series in excess of the number of times allowed by the formula.

Time slots may be reserved no more than one month in advance and no less than one week in advance of the requested cablecasting date unless approved by Staff.

Reserved weekly or monthly time slots, when available, may be given to series programs with special consideration given to programs produced by Community TV Certified Producers, programs presenting dated material, programs with audience building needs, and other factors which Community TV considers to be in the best interest of the program and our overall cablecasting schedule, without regard to the program's content.

Reservations for weekly or monthly series time slots may be made no more than one month in advance and no less than one week in advance of the first cablecasting date requested. The time slots will be reserved for no more than twelve (12) months.

Producers or Sponsors of series programs will be considered in default of their responsibilities and may have their time slot reservation canceled and/or be restricted from series time slots temporarily or completely for any of the following reasons:

1. Failure to produce a new program two episodes in a row without giving us notice 24 hours prior to the program's scheduled cablecast time.
2. Failure to produce a new program three episodes in a row for any reason, unless special arrangements were made in advance.
3. Repeated violation of any Community TV rules, policies, or procedures.

## **Section Three**

### **Use of our Studio, Editing Facility, and Equipment**

**3.1 First-time use** - Any individual, or any community group or nonprofit organization represented by an individual who resides within the City of Stevens Point and is at least 18 years of age may reserve our studio for a free one-hour session annually to produce a program to be cablecast on Community TV. We will provide one staff member or qualified volunteer (at our discretion) to operate the equipment. If you require or desire more than one person's assistance, you must provide your own technical crew. We will provide them with the training they need to operate our equipment - free of charge.

Anyone who chooses to use our studio for more time in a year, or who wants to use our editing systems to produce a program must first become a Certified Producer. Refer to Section Four of these policies for details.

**3.2 Non-resident Fee** - Upon payment of a Non-resident Usage Fee of \$20, any individual (or any community group or nonprofit organization represented by an individual) who resides within our viewing area, but not within the City of Stevens Point, and is at least 18 years of age may reserve our studio for a one-hour session annually to produce a program to be cablecast on Community TV.

**3.3 Reserving our Studio and/or Editing Facility** - First time users, as defined above, and Certified Producers in good standing may reserve our studio and/or editing facility to produce a program to cablecast on Community TV. Reservations may be made no more than one month in advance and no less than one week in advance. Walk-ins may be allowed if Staff and facilities are available. A Producer may only use the studio and/or editing facility to produce one program at a time.

First priority for studio and editing facility use will be given to the production of Government Access programs. Second priority will be given to production of weekly and monthly Public Access series programs with reserved cablecast time slots. Priority will then be given to production of other Public Access programs.

Community TV Staff will schedule studio and editing facility time for the production of both Government and Public Access programs.

Certified Producers may reserve a three hour studio or editing session for the production of a program. Certified Producers may reserve more than one session if necessary, but there will be a three hour break between sessions, unless approved by Staff.

Cancellations of reservations for studio, editing facility, and/or equipment use will be made at least 24 hours in advance. In cases of circumstances beyond the Producer's control requiring cancellation of reservations, the Producer should notify Community TV as soon as possible.

All persons using our studio, editing facility, and/or equipment will follow these policies and those posted on our premises or be subject to disciplinary action.

All studio and editing sessions will take place during our normal hours of operation when a staff member is on the premises. "Normal" hours of operation vary. Talk to Community TV Staff for details.

**3.4 Equipment** - Equipment provided by Community TV for any studio session will include:

- A. Three studio cameras connected to a video switching/mixing system with character generated graphics.
- B. Three microphones connected to an audio switching/mixing system.
- C. Lights.
- D. A computer character generator for making titles.
- E. A VTR, DVD recorder, or hard drive for recording, and blank media.

A list of other equipment available for use in our studio is available to Certified Producers who wish to reserve such equipment. The request for this equipment should be submitted to Community TV as soon as possible when reserving a studio session, but will be accepted as late as 24 hours in advance of the session if the equipment is available.

Only Community TV Staff and Certified Producers and Volunteers who are qualified (as determined by Staff) may operate our equipment. Refer to Section Four of this handbook for details.

**3.5 Portable Equipment** - Some portable equipment, which may be removed from the Community TV premises, will be available for checkout by Certified Producers who have reached the certification level required to operate that equipment. Such equipment might include camcorders, tripods, microphones, audio mixers, lights, etc.

All portable equipment will be picked up and returned as arranged by Staff. Late fees may be charged to anyone in violation of the arrangement.

A \$100 security deposit, payable in cash or check, is required of anyone checking out portable equipment. The security deposit is to be paid to "City of Stevens Point" before the equipment leaves the Community TV premises. The City of Stevens Point may, at its option, withhold and/or debit the security deposit to pay any late fees owed or to repair or replace any equipment that was damaged while it was checked out.

Producers are financially responsible for any damage to or theft of Community TV's equipment while it is in their use, even if the equipment does not leave our facility. Should a piece of equipment be damaged, the damage will be assessed by Staff and charged to the Producer with privileges suspended and any security deposit withheld until payment for repair or replacement of the equipment is received.

Producers are responsible for any claims arising out of their use of Community TV's equipment and/or facilities and agree to indemnify, save and hold harmless Community TV, the servicing cable system, the City of Stevens Point and its employees, and any volunteers involved with the production of their program against any such claims or any claims arising out of the use of the material in their program to be cablecast on Community TV or any breach of the signed Program Responsibility Form and/or Statement of Compliance with Community TV Policies, including, but not limited to, any claims in the nature of libel, slander, invasion of privacy or publicity right, noncompliance with applicable laws, and unauthorized use of copyright materials.

**3.6 Acknowledgment of Community TV** - Anyone using our studio, editing facility, and/or equipment will include a graphic at the end of their program, immediately following the end of the program content or any end credits, which clearly reads as follows:

Production Facilities provided by  
Community Television  
StevensPoint.com/TV  
346-1535  
©(Year of Production)

**3.7 Rights to the Program** - Community TV reserves the following rights to any program produced using our studio, editing facility, and/or equipment:

1. The videotape or DVD master is the property of the City of Stevens Point.
2. Community TV may cablecast the program at any time.
3. We may use the entire program or edited portions of the program as a promotional tool for Community TV or as an instructional tool.
4. We may make and distribute or sell a copy to anyone who requests one.

After the program is scheduled to be cablecast on Community TV, the Producer may purchase a copy of the program. The Producer will then have the right to make and sell other reproductions from their copy, to submit their copy or copies to other cable or broadcast stations to telecast, or to do whatever else they want with their copy.

We will keep all videotape and DVD masters for at least one month after the program's first cablecast date. We will not guarantee how long we will keep the master after that,

if at all. Producers who wish to purchase a copy of their program are encouraged to do so as soon as possible within that one-month timeframe.

Refer to Section Six of this handbook for details about reproducing tapes and DVDs.

**3.8 Production Deadline** - A Producer who uses Community TV's studio, editing facility, and/or equipment will submit their finished program for cablecasting within one month of use or be subject to disciplinary action. An extension of time may be granted at the discretion of Community TV Staff if sufficient need for an extension and a plan for finishing the program exists.

## **Section Four**

### **Certification, Training, and Assistance Provided by Community TV**

**4.1 Certification** - As mentioned in other sections of these policies, the following individuals, groups, and/or organizations may become Community TV Certified Producers:

1. Anyone who wants to use our studio, editing facility, and/or equipment, beyond their first one-hour session annually.
2. Any Producer who wants to check out any of our portable equipment.

Anyone who wants to operate any of our equipment to assist a Producer in making a program will first become a Certified Volunteer.

**4.2 Cost of Certification** - The categories of certification and their annual costs are as follows:

1. Individual - \$20.
2. Group - \$50.
3. Volunteer - Successful completion of required training sessions.

Individuals or organizations who reside within the Community TV viewing area but not within the City of Stevens Point will pay the Non-resident Usage Fee described in Section 3.2, in addition to the above fees, before certification privileges will begin - even if they chose to skip the one hour introductory studio session.

**4.4 Hands-on Training** - We will provide hands-on training sessions to Certified Producers and Volunteers as necessary. The length of such training sessions will be determined by Community TV Staff and will vary according to the skill being taught. The sessions will be preplanned and organized in such a way as to be as effective as possible for anyone receiving the training.

Training sessions will be scheduled no more than one month and no less than one week in advance of the requested date. Training sessions will take place on the Community TV premises and during normal office hours, unless otherwise arranged by Staff.

**4.5 Staff Assistance** - After completing any hands-on training session as mentioned above, assistance available from Community TV Staff will be limited to answers to technical questions except in cases of technical problems or other emergencies.

## Section Five Reproduction of Tapes and DVDs

**5.1 Reproduction of recorded programs** - Community TV may make and distribute or sell copies of any videotaped program produced by anyone using our studio, editing facility, and/or equipment. The following rules will apply:

1. We will not copy, or allow to be copied, in part or in its entirety, any program until after it has been scheduled to be cablecast.
2. The fee for making a copy of a program is \$2.50 per 15 minutes of program length. Time will be rounded up or down to the nearest 15 minutes. The minimum fee for any copy is \$2.50, the maximum fee is \$25. The fee must be paid before the copy is made.
3. We will notify the person purchasing the copy as soon as the copy is made. Any copies left at Community TV one month after they have been made will be considered abandoned and will become the property of the City of Stevens Point.
4. We do not keep blank video tapes in stock. Persons requesting copies on DV, Mini DV, S-VHS, or VHS tapes must provide their own tape. We do provide blank DVDs.
5. There will be absolutely no refunds.

We will not make copies of any other programs cablecast on Community TV because we do not own the master, nor do we have the right to make copies of such programs.

Government Meetings seen on Community TV are public records. The cost of copies of government meetings is established by the City Clerk's office.

## **Section Six Disciplinary Actions**

**6.1 Disciplinary Actions** - Community TV reserves the right to refuse services on a temporary or permanent basis, or otherwise initiate suspensions of services, disciplinary actions, sanctions, or otherwise legal action against individuals or organizations interfering with or jeopardizing Community TV's operations or otherwise violating Community TV or city policies and procedures under which we provide training, equipment, facilities, channel time, and other services.

## **Section Seven**

### **Community Bulletin Board**

**7.1 Community Bulletin Board** - Community TV will maintain a computer generated Community Bulletin Board for the purpose of publicizing Community TV and City of Stevens Point programs and services, our cablecast schedule, agendas of units of government within our viewing area, public services of general community interest, a Calendar of Community Events, and more.

**7.2 Community Calendar** - Persons or organizations residing within our viewing area who wish to have an event publicized on the Community Calendar will submit a Community Calendar Entry Form via [StevensPoint.com/TV](http://StevensPoint.com/TV) no earlier than one month before the event and no later than two weeks before the event. Instructions printed on the form must be followed or the form may be discarded. Forms may be accepted less than two weeks before the event but we cannot guarantee it will get on the air with such short notice. Events publicized on the Community Calendar must be open to the general public and noncommercial or nonprofit in nature.

## **Section Eight**

### **Other Policies and Procedures**

**8.1 Policies Not All-Inclusive** - The City of Stevens Point, its Community TV Coordinator, and other Staff may establish other rules, policies, and procedures as necessary to ensure fair and non-discriminatory public access to the Community TV channel, equipment, and facilities without regard to the content of programming.

Appendix A

FEDERAL COMMUNICATIONS COMMISSION

FACT SHEET



May 1998

**CABLE TELEVISION FACT SHEET**

**PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS CHANNELS  
("PEG CHANNELS")**

Pursuant to Section 611 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental ("PEG") use.

**Public** access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority.

**Educational** access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities.

**Governmental** access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels.

PEG channels are not mandated by federal law, rather they are a right given to the franchising authority, which it may choose to exercise. The decision whether to require the cable operator to carry PEG channels is up to the local franchising authority. If the franchise authority does require PEG channels, that requirement will be set out in the franchise agreement between the franchising authority and the cable operator.

Franchising authorities may also require cable operators to set aside channels for educational or governmental use on institutional networks; i.e., channels that are generally available only to institutions such as schools, libraries, or government offices.

Franchising authorities may require cable operators to provide services, facilities, or equipment for the use of PEG channels.

In accordance with applicable franchise agreements, local franchising authorities or cable operators may adopt on their own, non-content-based rules governing the use of PEG channels. For example:

- Rules may be adopted for allocating time among competing applicants on a reasonable basis other than the content of their programming.
- Minimum production standards may be required.
- Users may be required to undergo training.

Federal law permitted a cable operator to prohibit the use of a PEG channel for programming which contained obscene material, sexually explicit conduct, indecency, nudity, or material soliciting or promoting unlawful conduct. However, The U.S. Supreme Court determined that this law was unconstitutional. Therefore, cable operators may not control the content of programming on public access channels with the exception that the cable operator may refuse to transmit a public access program, or a portion of the program, which the cable operator reasonably believes contains obscenity.

PEG channel capacity which is not in use for its designated purpose may, with the franchising authority's permission, be used by the cable operator to provide other cable services. Franchising authorities are directed by federal law to prescribe rules governing when such use is permitted.

**For additional information:**

Any questions or comments about PEG channels on a particular system should be directed to the cable operator or the local franchising authority, and not to the Federal Communications Commission. The name and telephone number of your franchising authority should appear on your cable bill, or should be available through your cable operator. With very limited exceptions, the Federal Communications Commission is not responsible for enforcing the federal statute governing PEG channels.

# Stevens Point Community Television Program Responsibility Form

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Group you are Representing (if any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Title of Program: \_\_\_\_\_

Exact Program Length in Hours: Minutes: Seconds: \_\_\_\_\_

Briefly Describe the Program: \_\_\_\_\_

If possible, you'd like us to play this program on or before (date): \_\_\_\_\_

Before this program will be scheduled for playback, this form must be filled out completely and signed by a resident of the Stevens Point Community TV Viewing Area who is at least 18 years of age.

1. Programs on video tape must be immediately preceded by at least five (5) seconds of recorded black. Programs on DVD need not have more than one (1) second of black before the program.
2. Programs on video tape must be immediately followed by at least five (5) seconds of recorded black. Programs on DVD need not have more than one (1) second of black at the end of the program.
3. Home-made video tapes must be cued to the very END of the program, at the very beginning of any recorded black. Professionally-produced video tapes can be rewound IF the exact length of the program in hours, minutes, and seconds is clearly written on the tape's spine label. If you are not sure if the program is professionally produced, assume it is not.
4. Videotapes and DVDs must not have anything else recorded on them before or after the program (for example, video of people milling around before and after your event started, or video of your feet as you walked around not realizing the recorder was on). If it's not black and you do not want it to be seen on TV, do not include it on your tape or DVD – talk to us about how to insert black over the top of unwanted video.
5. Video tapes must have no breaks in their control track (does not apply to DVDs).
6. Video tapes made from a recorder with adjustable speeds must be recorded in SP (Standard Play) speed.

**If your program does not meet these requirements**, talk to Community TV Staff before submitting the tape or DVD. Clearly print your name and phone number on the face label of the video tape or on the DVD if you want it back when we are done with it. It is your responsibility to pick up any tape or DVD left at Community TV within two weeks of the program's scheduled cablecast date. Any tape or DVD not picked up within two weeks will be considered abandoned and will be disposed of. Community TV assumes no responsibility for tapes or DVDs presented for cablecasting.

## Statement of Compliance

I have read and understand this form and understand that as producer/sponsor of the program described above I am responsible for the program's content. I understand that Community TV is required to keep for public record the names and addresses of all persons requesting TV time for a period of two years from this date.

I have made all appropriate arrangements and obtained all appropriate clearances from broadcast stations, networks, music licensing organizations, performers, performers' representatives, and without limitation by the above list, any and all other persons as may be necessary for the authorization to edit and/or cablecast the material in this program on Community TV, on the servicing cable system.

I hereby agree to indemnify, save, and hold harmless Community Television, the servicing cable system, and the City of Stevens Point and its employees from and against any and all liability, claim, judgment, action, loss, cost, damage, injury (including death) or expense (including attorney's fees), arising out of or resulting from the program or programs referred to herein.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

# Community Television Equipment Checkout Agreement

Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone (day) \_\_\_\_\_ (evening) \_\_\_\_\_  
Email \_\_\_\_\_  
Name of program: \_\_\_\_\_

Community Television's equipment is the property of the City of Stevens Point. Equipment may be used only by residents of, or legal representatives of organizations residing in, the City of Stevens Point for producing programs to be cablecast on Community TV. The borrower must be at least 18 years of age to check out equipment. Proof of residency and age must be presented to Community TV Staff. Equipment must be used in accordance with Community TV policies. Equipment must be picked up and returned as arranged by Staff.

A security deposit of \$100 is to be paid to Community Television in the form of cash or check before equipment leaves the premises.

I, the undersigned, hereby agree to return the equipment listed in this agreement in the same condition it was in when removed from the premises of Community Television, 2442 Sims Avenue, Stevens Point, Wisconsin.

If the equipment is not returned in the same condition it was received by me, or if it returned and subsequently found to be damaged, Community Television may, at its option, cause me to repair or replace it, and at the City of Stevens Point's option, debit the security deposit paid by me.

Signed \_\_\_\_\_ Date \_\_\_\_\_

## Equipment Checked Out (to be filled in by Staff)

\*Camcorder # \_\_\_\_\_ Tripod # \_\_\_\_\_ Microphone(s) \_\_\_\_\_  
Mic Cord(s) \_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Camcorder includes: Case, 2 batteries, light, and AC adaptor with cord.

Check Out Date \_\_\_\_\_ Staff Initials \_\_\_\_\_ User Signature \_\_\_\_\_  
Check In Date \_\_\_\_\_ Staff initials \_\_\_\_\_ Comments: \_\_\_\_\_

Check Out Date \_\_\_\_\_ Staff Initials \_\_\_\_\_ User Signature \_\_\_\_\_  
Check In Date \_\_\_\_\_ Staff initials \_\_\_\_\_ Comments: \_\_\_\_\_

Check Out Date \_\_\_\_\_ Staff Initials \_\_\_\_\_ User Signature \_\_\_\_\_  
Check In Date \_\_\_\_\_ Staff initials \_\_\_\_\_ Comments: \_\_\_\_\_

Check Out Date \_\_\_\_\_ Staff Initials \_\_\_\_\_ User Signature \_\_\_\_\_  
Check In Date \_\_\_\_\_ Staff initials \_\_\_\_\_ Comments: \_\_\_\_\_

Check Out Date \_\_\_\_\_ Staff Initials \_\_\_\_\_ User Signature \_\_\_\_\_  
Check In Date \_\_\_\_\_ Staff initials \_\_\_\_\_ Comments: \_\_\_\_\_

Check Out Date \_\_\_\_\_ Staff Initials \_\_\_\_\_ User Signature \_\_\_\_\_  
Check In Date \_\_\_\_\_ Staff initials \_\_\_\_\_ Comments: \_\_\_\_\_

# Statement of Compliance with Community Television Policies and Procedures

I have received a copy of the Community TV Policies and Procedures, I have read them, I understand them, and I agree to comply with them.

Name (print): \_\_\_\_\_

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

Date: \_\_\_\_\_

Community TV Producers and Volunteers  
must sign this page and give it to  
Community TV Staff, along with any payment due,  
before your Certification privileges will begin.