

**City of Stevens Point  
REGULAR COUNCIL MEETING**

**Council Chambers  
County-City Building**

**December 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 November 21, and the Special Common Council meeting of November 21, 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.

Consideration and Possible Action on the Following:

6. Addendum to Intergovernmental Cooperation Agreement with Stevens Point Area Public School District.
7. Ordinance Amendment – Relating to citizens wishing to speak to governmental bodies.
8. Minutes and actions of the Plan Commission meeting of December 5, 2011.
9. Public Hearing – Conditional Use - Permit to dredge portions of property of the South Channel of the McDill Pond lake bed south of Heffron Street and near Della Street.
10. Resolution on the above.
11. Public Hearing – Conditional Use – Permit to dredge portions of property of the McDill Pond lake bed, near 3916 Bonnie Bay Court and Nebel Street.
12. Resolution on the above.
13. Public Hearing – Amendment to Zoning – Allow parking lot landscape reviews to be reviewed and approved by Staff.
14. Ordinance Amendment on the above.

15. Minutes and actions taken at the Finance Committee meeting of December 12, 2011.
16. Resolution – Approve Commitment and Assignment of Fund Balances.
17. Agreement with Portage County regarding the transfer of certain duties and personnel from the City Assessor’s Office to the County.
18. Actions taken at the Special Finance Committee meeting of December 19, 2011.
19. 2012 Crossing Guard Contract with Clean Power.
20. Minutes and actions taken at the Personnel Committee meeting of December 12, 2011 and the minutes of the Special Personnel Committee meeting of November 21, 2011.
21. Minutes and actions taken at the Public Protection Committee meeting of December 12, 2011.
22. Minutes and actions taken at the Board of Public Works meeting of December 12, 2011.
23. Ordinance Amendment – Traffic – Related to the reconstruction of the Downtown Square; Change Reserve Street traffic directional between Main Street and Portage Street; No Left Turn for the YMCA parking lot driveway exit onto Division Street.
24. Resolution - Future construction of pedestrian accommodations on CTH HH between Hoover Avenue / Hoover Road and Interstate 39.
25. Actions taken at the Special Board of Public Works meeting of December 19, 2011.
26. Conveyance of rights in land for CTH HH and Hoover Avenue / Hoover Road Intersection to Interstate 39 Project.
27. Minutes and actions taken at the Board of Water & Sewage Commissioners meeting of December 12, 2011.
28. Minutes and actions taken at the Police and Fire Commission meeting of December 6, 2011.
29. Minutes and actions taken at the Parks Commission meeting of December 7, 2011.
30. Minutes and actions taken at the Transportation Commission meetings of November 17, and December 8, 2011.

31. Statutory Monthly Financial Report of the Comptroller-Treasurer.
32. Annexation Ordinance Amendment – Placing Ward 35 into Aldermanic District 8.
33. Appointment of Election Officials for the 2012-2013 Election Cycle.
34. Motion to enter into Closed Session pursuant to Wisconsin Statutes 19.85(1)(c) and (f) to consider compensation data of a public employee and consideration of financial and personal history of specific employees and specific personnel problems over which the governmental body has jurisdiction or exercises responsibility.
35. 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 will be 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 Strong's 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.

**ADDENDUM TO  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

Between the Stevens Point Area Public School District and the City of Stevens Point

THIS EXTENSION made as of the \_\_\_\_\_ day of December, 2011, by and between the Stevens Point Area Public School District, a Wisconsin unified school district (hereinafter referred to as the "District") and the City of Stevens Point, a Wisconsin municipality (hereinafter referred to as the "City") and collectively hereinafter referred to as the "Parties."

**RECITALS**

A. The District owns property known as the Jackson School situated at 1900 Zinda Drive, Stevens Point, Wisconsin (hereinafter referred to as the "School Site"), consisting of a building previously serving as the Jackson Elementary School (the "Structure") and adjoining parking and green space areas.

B. The City operates the AmeriCorps Agricultural Community Education Program (the "Program") from portions of this School Site.

C. The District and the City entered into an Intergovernmental Cooperation Agreement dated August 9, 2010 allowing the City use of the facility through June 30, 2011.

D. The District and the City entered into an Amendment to the Intergovernmental Cooperation Agreement on December 7, 2011 extending the term to September 30, 2012.

E. The City has been approached by the Stevens Point Area Retired Teacher's Association (Sparta) which now desires to use Room F118 to locate and store their donated books from which Sparta will conduct its bi-annual sale.

**AGREEMENT**

NOW THEREFORE, it is agreed as follows:

The Intergovernmental Cooperation Agreement dated August 9, 2010 allowing the City use of portions of the School Site extended until September 30, 2012 is amended to provide as follows:

1) The District hereby grants and approves the City permitting Sparta to use and occupy Room F118 on the "School Site" during the term of this Agreement for the specific purpose of collecting and storing Sparta's donated books and for semi-annual sales of such books on the School Site. The City shall have the right to charge Sparta the sum of Four Hundred Eighty Dollars (\$480.00) per year which the City may retain.

2) Sparta shall carry at its own expense throughout the term of this Agreement, public liability insurance covering the book storage site in Room F118 and Sparta's use thereof with a minimum combined single limit of Two Million Dollars on account of bodily injuries to

or death of one or more persons and property damage as a result of any occurrence and shall deliver evidence of this coverage to the District prior to the date of any use or occupancy by Sparta of Room F118. The policy(s) shall name Sparta as insured and the District and the City as additional insureds and share bear the endorsement to the effect that the insured agrees to notify the District not less than thirty (30) days in advance of any cancellation, discontinuance or alteration. Evidence of the insurance herein required shall be furnished to the District and City upon demand.

Sparta shall carry and pay premiums for worker's compensation insurance and any other kind of insurance which may be required by law in connection with the operation or use of Room F118 under the terms of this Agreement.

3) All other provisions within the Agreement between the District and the City shall remain in full force and effect except as modified herein until the expiration of this extension.

Dated this \_\_\_\_\_ day of December, 2011.

Stevens Point Area Public School District

City of Stevens Point

By: \_\_\_\_\_  
Renae Sheibley, President  
Stevens Point Area School Board

By: \_\_\_\_\_  
Andrew J. Halverson  
Mayor

**RESOLUTION**

**[MCDILL POND DREDGING PROJECT –  
PORTIONS OF THE SOUTH CHANNEL SOUTH OF HEFFRON STREET AND NEAR DELLA 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 near the South Channel of the McDill Pond lake bed south of Heffron Street and near Della Street (Parcel IDs 2308-04-4015-14, 2308-04-4020-01, and an unnumbered parcel), described as OUTLOT 1 GODFREY'S POINT AS DEDICATED PER SAID PLAT I/19, City of Stevens Point, Portage County, Wisconsin and NESE EXC DAN KOZICZKOWSKI SUB; EX CSMS 16/139; 40/56; 40/87; 44/4 & EXC THAT PRT OF GODFREY'S POINT SUB AS LIES IN THE NESE S4 T23 R8 216/210, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of dredging portions of property, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

- 1) Applicants shall determine and take the necessary precautions for the protection against Blastomycosis.
- 2) Applicants must receive approval from all other regulating agencies (e.g. Wisconsin DNR and FEMA).
- 3) Applicants must receive approval from the City Parks Department and Public Works Department.
- 4) Dredging must occur in areas owned by the McDill Lake District, unless written permission is granted from the other property owners.
- 5) A hold harmless agreement is signed between the City, applicants, and the individuals where the dredge fill material will be placed stating that the City shall not be held liable for any portions of this project, or for any adverse conditions resulting from this project.
- 6) The ingress/egress path off of Della Street shall be returned to a path that is not wider than eight (8) feet in width.

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

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

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

Dated: December 19, 2011  
Adopted: December 19, 2011

Drafted by: Michael Ostrowski  
Return to: City Clerk

**RESOLUTION**

**[MCDILL POND DREDGING PROJECT – NEAR 3619 BONNIE BAY COURT AND NEBEL 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 near 3916 Bonnie Bay Court and Nebel Street (Parcel IDs 2308-03-3301-25, 2308-03-3301-28, and 2308-03-3200-15), described as LOT 1 CSM#8785-36-15 BNG PRT SW SW S3 T23 R8 CSM 14/61 CSM 36/15 CSM 9/185 661283-VAC 66612-ORD 680913 710044-ORD, City of Stevens Point, Portage County, Wisconsin; LOT 1 CSM#9717-42-47 BNG PRT SW SW S3 & SE SE S4 T23 R8 EXC CSM 6/15; SUB ESMETS-539/695; 431/307&1076; 710044-ORD 726396, City of Stevens Point, Portage County, Wisconsin; and PRT NW SW ANNEXED TO CITY-418/81 EXC CSM#6160- 22-233; EXC CSM#7882-30-12&A EXC CSM#8033-31-13&A; & EXC 211/152 - 232/183 1/2 - 236/600 - 333/139 - 363/712 - 362/638 - 411/1158 - 412/824 443/77-78, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit for the purposes of dredging portions of property, as shown on the attached plans. The Conditional Use Permit is subject to the following conditions:

- 1) Applicants shall determine and take the necessary precautions for the protection against Blastomycosis.
- 2) Applicants must receive approval from all other regulating agencies (e.g. Wisconsin DNR and FEMA).
- 3) Applicants must receive approval from the City Parks Department and Public Works Department.
- 4) Dredging must occur in areas owned by the Meyers, unless written permission is granted from the other property owners.

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

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

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

Dated: December 19, 2011  
Adopted: December 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(14)(f)(7) of the Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point be amended as follows:

7. Required Landscaping Plan. For all off-street parking areas containing four (4) or more spaces, a landscape plan shall be prepared and submitted for approval by Planning Staff and/or the City Plan Commission. Such landscape plan shall contain at a minimum, the following information, unless deemed not applicable by Planning staff.
  - a. Existing and Proposed Improvements.
    - 1) Building outlines - existing and proposed
    - 2) Light standards
    - 3) Walls, fences, etc.
    - 4) Parking spaces
    - 5) Driveways
    - 6) Walks
    - 7) Storage areas
    - 8) Sign locations
    - 9) Public right-of-way
    - 10) Building - site coverage in square feet  
Paved - area coverage in square feet  
Landscaped - area in square feet
  - b. Survey Layout
    - 1) Property lines
    - 2) Easements
    - 3) Building and parking setback lines
    - 4) Zoning districts and the existing land use for the property being and all adjacent properties
  - c. Planting Plan
    - 1) Landscaping materials, natural and artificial
      - a) Location and spacing of existing and proposed plant materials.
      - b) Types of materials to be used identified by botanical and common names and listed on a plant material schedule, including quantities of the same.
      - c) Any and all existing materials to be removed shall be so noted on the plan.
      - d) Size of materials (plantings) in diameter and height at installation and at maturity
    - 2) Proposed treatment of all ground surfaces (paving, turf, gravel, etc.)
    - 3) Methods of protecting landscaped areas.

- d. Drainage Plan.
  - 1) Plan must be approved by City Engineering Department
    - a) Topography and/or spot elevations.
    - b) Surface material
    - c) Site lay-out
    - d) Pipe sizing
    - e) detail
  
- e. Title Block on Landscape Plan
  - 1) The following information shall be provided in a title block on all landscape plans.
    - a) Names and addresses of property owners
    - b) Persons drawing landscape plan
    - c) Persons responsible for installing landscape materials
    - d) Scale data
    - e) North arrow

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

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

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

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

## **RESOLUTION\_\_\_\_\_**

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### **APPROVE COMMITMENT AND ASSIGNMENT OF FUND BALANCES**

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WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, which changes the terminology used for fund balance reporting on balance sheets of Governmental Funds, AND;

WHEREAS, the Finance Committee has reviewed the new terminology, AND;

WHEREAS, the Finance Committee recommends that the current and future resources of the Industrial Park Improvements Special Revenue Fund, fund #204, be committed for Industrial /Business Park Expenditures AND;

WHEREAS, the Finance Committee recommends that the current and future resources of the Special Property Improvement Special Revenue Fund, fund #207, be committed for costs associated with the Improvements for Industrial /Business Park AND;

WHEREAS, the Finance Committee recommends that the current and future resources and loan repayments of the CAP Levy Loan Special Revenue Fund, fund #211, be committed for Housing Rehabilitation AND;

WHEREAS, the Finance Committee recommends that the surcharge on fuel usage of the Fuel Dispensing Special Revenue Fund, fund #212, be committed for the upkeep and replacement of the fuel system AND;

WHEREAS, the Finance Committee recommends that the donations and other resources of the Riverfront Festival Special Revenue Fund, fund #215, be committed for activities directly related to the annual Riverfront Festival AND;

WHEREAS, the Finance Committee recommends that the current and future resources and loan repayments of the CDA/Blight Elimination Special Revenue Fund, fund #217, be committed for low interest blight elimination loans AND;

WHEREAS, the Finance Committee recommends that the grant proceeds and other resources of the Soil Remediation Special Revenue Fund, fund #222, be committed for remediation of contaminated properties AND;

WHEREAS, the Finance Committee recommends that the cable TV franchise fees of the Telecommunications Special Revenue Fund, fund #232, be committed for wages, utilities, contracted office machine maintenance, equipment, services and supplies for public purposes, and city technology activities related to Telecommunications AND;

WHEREAS, the Finance Committee recommends that any resources that flow through this fund that are not restricted by the grant agreement of the Police Special Investigation Special

Revenue Fund, fund #238, be committed for miscellaneous expenses related to police investigation purposes AND;

WHEREAS, the Finance Committee recommends that the rental revenue, art sale revenue, and other resources of the Museum Special Revenue Fund, fund #241, be committed for utilities, printing, postage, supplies, maintenance, and artist commissions of the Museum AND;

WHEREAS, the Finance Committee recommends that the current resources and loan repayments of the Community Rehabilitation Revolving Loan Special Revenue Fund, fund #243, be committed for Housing Rehabilitation loans AND;

WHEREAS, the Finance Committee recommends that the donations and other resources of the Fire Safety Smoke House Capital Projects Fund, fund #407, be committed for equipment, maintenance, and supplies for the Fire Safety Smoke House AND;

WHEREAS, the Finance Committee recommends that the land sales and other resources of the White Tail Subdivision Construction Capital Projects Fund, fund #410, be committed for contractor payments, title policies, advertising, realtor commissions, and maintenance for the White Tail Subdivision AND;

WHEREAS, the Finance Committee recommends that the donations and other resources of the Park General Trust Special Revenue Fund, fund #808, be committed for enhancing and preserving Parkland AND;

WHEREAS, the Finance Committee recommends that the Comptroller/Treasurer be appointed as the official who has the authority to assign fund balance amounts AND;

WHEREAS, the General Fund should be used to account and report all financial resources not accounted for and reported in another fund. The Finance Committee recommends that the Fund Balance categories in the General Fund be changed to nonspendable, restricted, committed, assigned, and unassigned.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Stevens Point does hereby approve the above recommendation of the Finance Committee.

Passed by the Common Council of the City of Stevens Point this 12<sup>th</sup> day of December, 2011.

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Mayor

Attest:

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City Clerk

**AGREEMENT BETWEEN PORTAGE COUNTY AND THE CITY OF STEVENS POINT FOR  
THE TRANSFER OF CERTAIN DUTIES AND PERSONNEL FROM THE CITY ASSESSOR'S  
OFFICE TO PORTAGE COUNTY**

This agreement is made by and between Portage County, subsequently referred to as "County," and the City of Stevens Point, subsequently referred to as "City," both of which are municipal corporations of State of Wisconsin relating to the transfer of certain duties, equipment and personnel.

**RECITALS**

Whereas the City has operated and maintained an office known as the City Assessor's Office with the tasks and responsibility to discover, list and estimate the value of all taxable property as of January 1<sup>st</sup> of each year, except for manufacturing property which is assessed by the Department of Revenue. It is the Assessor's responsibility to ensure that all properties within the City are valued uniformly as market trends dictate.

Whereas, the parties recognize the need to transfer, consistent with Wisconsin Statutes sec. 70.09, certain office functions of the Office of the City Assessor, from the City to the County; and

Whereas, such a transfer of functions is in the best interests of both municipalities, and furthers the public purpose of providing an efficient and uniform tax listing system; and

Whereas, Wisconsin law encourages, approves and endorses inter-governmental agreements pursuant to sec. 66.0301, Wis. Stats.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

- 1. Agreement.** The City will transfer listing duties from its City Assessor's office consistent with the terms set forth herein, subject to its ongoing statutory duty to provide property valuation, effective January 1, 2012. One employee will be transferred from the City to county operations in the Register of Deed's Office. The County will assume all the duties and responsibilities for city tax listing and mapping per sec. 70.09 Stats currently done in the City Assessor's Office. The City will grant license to review, utilize and scan all data and paper files needed to the County. The assessor of city property must fully comply with all county data requirements.
- 2. Levy Apportionment.** In return for the provision of paragraph 1, the City shall transfer the allowable levy in the amount of \$40,000 to the county to reflect the increase in cost of services previously provided by the city in accordance with section 66.0602(3)(a), (b) and (g), Wis. Stats.
- 3. Personnel.** The County agrees to hire Pam Kruzicki, an Administrative Assistant in the present City Assessor's office to the newly created county position of "City Land Description Technician" in the Register of Deeds Office. Ms. Kruzicki will start at the pay rate of \$16.96/hr. Ms. Kruzicki's start date with the County will be January 1, 2012 or the Monday following the latest date of execution, whichever occurs later. She will serve a twelve month probationary period. She will be eligible for all benefits as provided to a newly hired Portage County employee in the Clericals, Technicians and Paraprofessionals group, except for vacation. As an exception to Portage County Human Resources Policy 3.11.9.5 – Vacation, Ms. Kruzicki will be credited with 10 days (80 hours) of vacation effective her date of hire. Future vacation accrual will be based on date of hire per Human Resources Policy 3.11.9.5 – Vacation, B. Vacation Accrual.

4. **Term.** This agreement shall be in full force and effect from the date of execution through an indefinite term. In the event that the City elects to abolish the Office of the City Assessor, then the City agrees to transfer all documents (paper and digital) to Portage County.

5. **Hold Harmless.** County and City will each save and hold each other harmless from any and all liability, claims, damages and expenses that may result from this agreement.

6. **Assignment.** No party may assign its rights under this agreement or any of its rights or duties without the consent of all other parties.

7. **Prohibition of Discrimination.** All parties hereby agree to specifically comply with all State, federal, and local laws prohibiting discrimination by reason of race, color, religion, sex or national origin during the terms of this contract.

8. **Approval.** Each party has read the agreement and certifies that the official executing the agreement has lawful authority and formal approval to bind the party.

9. **Binding Effect.** This agreement shall become effective on the latest date of execution. The signature of each of the parties to this Agreement shall bind them to comply with all terms and conditions expressed herein.

10. **Entire Agreement.** This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this written contract shall be valid or binding.

11. **Modification.** This agreement may not be enlarged, modified, or altered unless it is in writing and signed by each party after formal approval thereof.

12. **Compliance.** Each party shall abide in all aspects with state, federal, and local laws, rules, and regulations which concern the construction and improvement of roadways.

13. **Intergovernmental Agreement.** This agreement is an official intergovernmental contract authorized under sec. 66.0301, Wis. Stats.

14. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

In witness of the above, each part to this Agreement has caused it to be executed at the date indicated below.

FOR PORTAGE COUNTY

\_\_\_\_\_ Dated: \_\_\_\_\_, 2011.  
Patty Dreier, County Executive

FOR THE CITY OF STEVENS POINT

\_\_\_\_\_ Dated: \_\_\_\_\_, 2011.  
Andrew Halverson, Mayor

## School Crossing Guard Contract

THIS AGREEMENT made the \_\_\_\_ day of December, 2012, by and between Clean Power, LLC, a Minnesota Limited Liability Company, hereinafter referred to as the "Contractor" and the City of Stevens Point, a municipal corporation, hereinafter referred to as the "City."

WITNESSETH that the Contractor and the City for the considerations named below agree as follows:

**Scope and Description of Services.** The Contractor will perform in a timely fashion for the benefit of the City of Stevens Point, the following school crossing guard services as described in Exhibit A which is attached hereto and made apart hereof by reference on the days and hours indentified therein.

Contractor will utilize adult school crossing guards for this service who are properly qualified and without criminal records that would relate directly or indirectly to the fact that this service is provided for school-aged children. All school crossing guards shall have received appropriate safety training and shall display proper courtesy toward parents and children and maintain a neat and clean appearance.

**Terms of Payment for Services.** The City shall pay to Contractor, as full payment for all services to be performed by Contractor, the sum of \$\_\_\_\_\_ per month for a period of nine (9) months and \$\_\_\_\_\_ per month for 1½ months of summer school. Invoicing will be made monthly and City will forward payment the following month. The fee paid to Contractor is all inclusive and includes among other things all administrative, telephone, mileage, travel and other routine expenses, together with payment of all contracts and all employed school crossing guards including their salaries, unemployment, benefits, social security, FICA and any other expenses associated with their employment by Contractor.

**Length of Contract.** This agreement between the Contractor and the City is applicable for services commencing on January \_\_, 2012 and continuing for twelve (12) months and then terminating on December 31, 2012

**Termination.** Either party may terminate this contract upon sixty (60) days written notice given to either party.

**Performance Guaranty.** Contractor warrants that the services and personnel to be provided will be performed with a degree of skill and care observed by nationally recognized firms performing the same and similar services and that its performance will reflect the best professional knowledge, skill and judgment available. All services to be performed by Contractor and its employees shall be performed or provided in compliance with any and all ordinances, laws, rules or regulations promulgated by the City of Stevens Point, State of Wisconsin and/or the United States of America.

The Contractor shall maintain adequate reserve personnel to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

**Notices.** All notices required pursuant to this Agreement shall be in writing and shall be deemed effective if delivered to the receiving party by hand delivery on the date of such personal delivery, on the 3<sup>rd</sup> day after mailing if sent by certified mail, return receipt requested, or on the date of facsimile transmission provided that the telephonic confirmation of receipt is obtained promptly after transmission and addressed as follows:

Clean Power, LLC at:  
Attn: Jason Herheim  
2607 Post Road, Suite 7  
Stevens Point, WI 54481

and the City of Stevens Point at:  
Attn: Chief Kevin Ruder  
1515 Strongs Avenue  
Stevens Point, WI 54481

**Independent Contractor.** Clean Power, LLC shall be deemed an independent contractor with the City of Stevens Point. Contractor shall be fully responsible for the employees that it hires and the services provided.

**Insurance.** Clean Power, LLC agrees to indemnify and hold the City and its officers and employees harmless from any and all liability in connection with the services rendered under this contract and Contractor further agrees to provide the following insurance schedule in the following amounts:

One Million Dollars (\$1,000,000.00) for each accident  
and worker's compensation insurance in the statutory amounts.

**Amendment and Waiver.** This Agreement may not be amended except by a written instrument executed by both parties. Unless otherwise stated herein, by an instrument in writing, either party may waive compliance by the other party with any term or provision of this Agreement; provided, however, that such waiver shall not operate as a waiver of, or estoppels with respect to any other or subsequent failure. Any amendment or waiver on behalf of either party will only be effective if signed by an officer or authorized representative of both parties.

**Binding Statement.** This Agreement shall not be binding until it is signed by Clean Power, LLC and an authorized representative of the City of Stevens Point. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assignees.

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City of Stevens Point  
By: Andrew J. Halverson, Mayor

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Clean Power, LLC  
By: Jason Herheim

Crossing Guard Locations and Times 2012

20 crossings

Division and Jefferson Street

8:35am-9:05am

3:35pm-4:00pm

Michigan and Jefferson Street

8:30am-9:00am

3:35pm-4:05pm

Jefferson and East Avenue

8:35am-9:05am

3:35pm-4:00pm

Michigan and Rice Street

8:30am-9:00am

3:35pm-4:00pm

Church and Rice Street

8:30am-9:00am

3:35pm-4:00pm

Michigan and Heffron Street

8:30am-9:00am

3:35pm-4:00pm

Water and Whiting Avenue

8:20am-8:50am

3:35pm-4:00pm

Clark/Main and Reserve Street

8:30am-9:00am

3:35pm-4:00pm

Maria and Second Street

8:30am-9:00am

3:35pm-4:00pm

Michigan and Prais Street

2:50pm-3:10pm

Clark and Pine Street

2:45pm-3:10pm

Summer School Crossings

(6 weeks/ 24 days)

Dates: June 18, 2012 – July 26, 2012

**PUBLIC PROTECTION COMMITTEE**  
**Monday, December 12, 2011 – 6:00 P.M.**  
**Lincoln Center – 1519 Water Street**

**Present:** Alderpersons: R. Stroik, Wiza, Slowinski, M. Stroik

**Excused:** Ald. Trzebiatowski

**Also**

**Present:** Mayor Halverson; City Clerk Moe; C/T Schlice; Alderpersons Beveridge, Suomi, O'Meara, Molski, Brooks and Moore; Directors Schrader, Lemke, Halverson and McGinty; Chief Ruder; Assessor Siebers; Kelley Pazdernik; Matthew Brown - Gazette; Brian Kowalski – Journal; Barb Jacob; Nate Simmons; Jason Hahn; Mary Ann Laszewski; Bob Fisch; Nyiaj Thong Vang; Cathy Dugan

1. Recommendations on the License List:
  - A. New Operator's (Bartender's) Licenses.
  - B. Special Class "B" / "Class B" Retailer's License (Picnic License): Bill Cook Chapter IWLA, P. O. Box 582, Stevens Point for 48<sup>th</sup> Ike's Winter Jamboree on Saturday, February 4, 2012 at 4001 Patch Street along McDill Pond. (Licensed operator on the premises: Tina Lechner)
  - C. Change of Agent: Schierl Sales Corporation, 2201 Madison St, Stevens Point; David Rondeau, 270 Oakwood Avenue Apt. 4, Plover, WI; Agent at The Store #57, 201 West Clark Street, Stevens Point; replacing Melissa Arts.
  - D. Pawnbroker/Secondhand Jewelry Dealer License (Renewals):
    - i. Lee Ayers Jewelers, 1044 Main Street, Stevens Point, WI. Lee R. Ayers, owner.
    - ii. Grubba Jewelers Inc, 949 Main Street, Stevens Point, WI. Charles and Mark Grubba, owners.

Ald. R. Stroik stated action on items 1A. through 1D.ii can be taken together.

Ald. Wiza moved, Ald. M. Stroik seconded, approval of the items as presented.

Mayor Halverson asked how transient jewelry dealers are handled.

Clerk Moe said they apply for a license which requires a background check.

Ald. Beveridge asked if the Winter Jamboree will still take place.

Ald. Wiza said the event will still take place. He stated there will not be any fishing and no vehicles will be allowed on the lake bed.

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

## **2. Request to Raise Chickens – 3263 Welsby Ave.**

Ald. R. Stroik asked Mr. Vang if he had any additional comments.

Mr. Vang stated he had no further comments.

Ald. Wiza asked if Mr. Vang's insurance provided protection for the neighboring properties.

Clerk Moe said the City Attorney reviewed the insurance coverage and he said it was enough coverage.

Ald. Wiza said he did not receive any comments on this request. He noted that the slaughtering of the chickens is not prohibited in the City.

Clerk Moe said the neighbors were contacted and they did not have any issues with the request as long as the backyard was kept clean and the animals were properly cared for.

Ald. Wiza **moved**, Ald. M. Stroik seconded, approval to raise no more than six chickens as an annual permit and have the Humane Society inspect and approve the living conditions of the animals.

Ald. Brooks stated he only received one concern about setting a precedence for these types of requests.

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

## **3. Monthly Inspection Report.**

Ald. R. Stroik **moved**, Ald. Slowinski seconded, to approve the Report and place it on file.

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

## **4. Adjournment at 6:07 p.m.**

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

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

**SECTION I:** That subsection 4 of Section 9.06(c) of the Revised Municipal Code, **No Left Turn**, is hereby **created** to read as follows:

9.06(c) 4. For vehicles exiting the YMCA parking lot onto Division Street (driveway is located on the west side of Division Street, south of Franklin Street)

**SECTION II:** That subsection 92 of Section 9.05(g) of the Revised Municipal Code, No Parking is hereby **repealed**:

9.05(g) 92. On the east side of Second Street from Water Street to a point 30 feet north of Main Street

**SECTION III:** That subsection 1 and 2 of Section 9.05(z) of the Revised Municipal Code, No Parking, 8:00 PM to 8:00 AM is hereby **created** to read as follows:

9.05(z) 1. On the east side of Second Street from Clark Street to a point 122 feet south of Clark Street

2. On the west side of Second Street from Clark Street to a point 122 feet south of Clark Street

**SECTION IV:** That subsection 16 of Section 9.05(e) of the Revised Municipal Code, 30 Minute Parking is hereby **amended** to read as follows:

9.05(e) 16. On the west side of Second Street from Clark Street to a point 68 feet north, between 8:00 AM and 8:00 PM

**SECTION V:** That subsection 25 of Section 9.05(k) of the Revised Municipal Code, Loading Zone is hereby **amended** to read as follows:

9.05(k) 25. On the west side of Second Street from a point 68 feet north of Clark Street to a point 122 feet north of Clark Street between 8:00 AM and 8:00 PM

**SECTION VI:** That subsection 131 & 132 of Section 9.05(g) of the Revised Municipal Code, No Parking is hereby **repealed**:

9.05(g) 131. On both sides of Second Street from Main Street to a point 130 feet north of Main Street

132. On the west side of Second Street from Main Street to a point 130 feet north of Clark Street 5:00 PM to 8:00 AM

**SECTION VII:** That subsection 72 of Section 9.05(d) of the Revised Municipal Code, Two Hour Parking is hereby **created** to read as follows:

9.05(d) 72. On the east side of Second Street from Clark Street to a point 122 feet north of Clark Street from 8:00 AM to 8:00 PM

~~**SECTION VIII:** That subsection (9)(b) of Section 9.05(p) of the Revised Municipal Code, 60 minute parking meters is hereby **repealed:**~~

~~9.05(p) (9)(b) On the east side of Second Street in the 1200 block.~~

**SECTION IX:** That subsection 1 of Section 9.05(x) of the Revised Municipal Code, No Parking, 5:00 PM to 8:00 AM is hereby **repealed:**

9.05(x) 1. On the west side of Second Street from Clark Street to a point 122 feet north

**SECTION X:** That subsection 14 of Section 9.04(a) of the Revised Municipal Code, One Way Street is hereby **amended** to read as follows:

9.04(a) 14. Southerly on Reserve Street from Main Street to Clark Street

**SECTION XI:** These Ordinances shall take effect upon passage, publication and erection and/or removal of signs.

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

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

Dated: December 12, 2011  
Approved: December 19, 2011  
Published: December 19, 2011

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

**PEDESTRIAN ACCOMMODATIONS ALONG COUNTY HIGHWAY HH IN  
PORTAGE COUNTY, WISCONSIN UNDER THE RESPONSIBILITY  
OF THE CITY OF STEVENS POINT, PUBLIC WORKS DEPARTMENT**

**WHEREAS**, that there are currently no pedestrian accommodations along County Highway HH between Hoover Avenue/Road and Interstate Highway 39; and that no pedestrian accommodations are included within these limits as part of the Hoover Avenue/Road and County Highway intersection improvement project (Wisconsin Department of Transportation Project ID 6998-07-70);

**NOW THEREFORE BE IT RESOLVED**, that when pedestrian accommodations are added by the Wisconsin Department of Transportation to the County Highway HH structure over Interstate Highway 39; Portage County, the City of Stevens Point and the Village of Plover will work together to extend pedestrian accommodations from Hoover Avenue/Road to the limits of the west extent of the future Wisconsin Department of Transportation project.

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

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

Dated: December 12, 2011  
Adopted: December 19, 2011

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

	Bal Oct. 1, 2011	Receipts	Disbursements	Bal Oct 31, 2011
GENERAL OPERATING CASH	\$2,233,943.97	\$3,900,164.26	\$3,228,030.01	\$2,906,078.22
WATER & SEWER (CASH & INVEST)	\$7,391,421.43	\$2,194,826.47	\$2,231,543.01	\$7,354,704.89

INVESTMENTS	Bal. Oct 1, 2011	TRANSFER IN	TRANSFER OUT	Bal. Oct 31, 2011
GENERAL	\$9,112,936.98	\$0.00	\$3,000,000.00	\$6,112,936.98
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	\$11,285,496.60	\$0.00	\$0.00	\$11,285,496.60
ENTERPRISE	\$1,518,457.90	\$0.00	\$0.00	\$1,518,457.90
TRUST	\$89,443.48	\$0.00	\$15,500.00	\$73,943.48
<b>TOTALS</b>	<b>\$24,806,171.84</b>	<b>\$0.00</b>	<b>\$3,015,500.00</b>	<b>\$21,790,671.84</b>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$2,795,755.00	\$1,624,402.94	58.10%	GENERAL	\$23,328,783.00	\$14,689,054.72	62.97%
POLICE DEPT	\$6,087,247.00	\$5,032,769.80	82.68%	TRANSIT	\$1,381,125.00	\$2,899,546.23	209.94%
FIRE DEPT	\$5,210,973.00	\$4,357,517.54	83.62%	AIRPORT	\$565,668.00	\$625,850.12	110.64%
PUBLIC WORKS	\$6,266,521.00	\$5,045,125.67	80.51%				
PARK & REC	\$2,462,982.00	\$1,850,794.75	75.14%				
CAPITOL PROJ	\$505,305.00	\$327,292.59	64.77%				
TRANSIT	\$1,689,926.00	\$3,194,875.94	189.05% ***				
DEBT SERVICE	\$3,834,615.00	\$5,928,320.91	154.60% **				
AIRPORT	\$565,668.00	\$576,474.67	101.91%				

\*\* 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



**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE  
OF THE CITY OF STEVENS POINT, WISCONSIN**  
(Property at 340 Wood Lane)

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

**SECTION I:** That section IV of the ordinance annexing territory to the City of Stevens Point dated November 21, 2011 is hereby amended to read as Follows:

**SECTION IV: Legislative Districts and Aldermanic District Designation.**

The territory described in Section I shall remain a part of the 7<sup>th</sup> Congressional District, remain a part of the 24<sup>th</sup> State Senate District and remain a part of the 70<sup>th</sup> State Assembly District and shall be designated and become a part of the 8<sup>th</sup> City of Stevens Point Aldermanic District and said territory in Section 1 shall be designated and become the 35<sup>th</sup> Ward of the City of Stevens Point subject to the ordinances, rules and regulations of the City governing districts.

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

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

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

Dated: December 14, 2011  
Adopted: December 19, 2011  
Published: December 23, 2011

# Election Officials 2012-13

Wednesday, December 14, 2011

Dist	First Name	Last Name	Address	Party
1				
	Mari Lou	Daniels	1524 Wisconsin Ave	Dem
	Janice	Doxtator	1909 Plover Street	Dem
	Judy	Bablitch	1316 Division St.	Dem
	Nancy	Schmidt	1249 Maria Dr	Dem
	Mary Jane	Meshak	133 Prentice St	Dem
	Virginia	Golla	917 Third St	Rep
	Janet	Rifleman	216 Prentice St. #101	Rep
	Dan	Menzel	901 Union St	Un
	Kevin	Masarik	1741 Plover St	Un
	Thomas	Kujawski	1249 Fifth Ave	Un
2				
	Gail	Skelton	2409 Simonis Street	Dem
	Bernice	Kurzynski	524 Illinois Ave	Dem
	Glenn	Aavang	2725 Peck St	Un
	Barbara	Olsen	825 Michigan Ave	Un
	Robert	Ostrowski	516 Michigan Ave	Un
3				
	David	Ligman	1509 East Ave	Dem
	Carol	Ligman	1509 East Ave	Dem
	Joyce	Waite	1801 Clark St	Dem
	George	Hanson	1901 Clark St	Dem
	Lenora	Barge	1909 Boyington Ave	Rep
	Nancy	Kemmeter	2258 College Ave	Un
	Scott	Henning	2321 Sims Ave	Un
	Jeffrey	Mace	1717 Clark St	Un
4				
	Paul	Piotrowski	510 West St	Dem
	Virginia	Falkowski	449 Bukolt Ave	Dem
	Nancy	Serafin	732 Walker St	Dem
	Barbara	Strong	340 Bukolt Ave	Dem
	Karen	Coopman	525 Sixth Avenue	Rep
	Edward	Long	909 Second St	un

Dist	First Name	Last Name	Address	Party
	Christine	Wiza	717 Franklin Street	Un
5				
	Theresa	Steward	2703 Cleveland Ave	Dem
	C. David	Brazeau	1701 Reserve Street	Dem
	Gary	Fink	1908 Welsby St	Dem
	Margaret	Myhra	2317 Welsby Ave	Dem
	Tina	Smart	2517 Center St	Rep
	Sarah	O'Donnell	1600 Fremont St	Un
	Chad	Bielen	2615 Algoma St	Un
	Sara	Stevenson	1917 Reserve St	un
	Eugene	Tubbs	1632 Wyatt St	un
6				
	Erin	Seegert	3716 Heffron St	Dem
	Robyn	Van Laanen	3616 Heffron Street	Dem
	Susan	Gingrasso	4308 Heffron St	Dem
	Suzanne	DuBois	4609 Nicolet Ave	Rep
	Tom	Baldischwiler	3340 Teton Dr	Un
	Daniel	Dougherty	5219 Howard Ave	Un
	Marjorie	Zaske	3400 Olympia Ave	Un
7				
	Barbara	Kranig	3317 Algoma St	Dem
	Susan	Manning	924 Sandy Lane	Dem
	Earl	Spangenberg	3117 Oak St	Dem
	Gary	Wescott	1808 Texas Ave	Dem
	Ron	Cisewski	5409 Woodland St	Dem
	Janice	Thompson	924 Songbird Ln #2	Rep
	William	Ogdon	5534 Woodland St.	Rep
	Diane	Ogdon	5534 Woodland St.	Rep
	Cynthia	Ida	1800 California Ave	un
	Joan	Gosh	5543 Woodland St	Un
	Ron	Check	1001 Sandy Lane	Un
	Bonnie	Groshek	1900 Frontenac Ave	Un
8				
	Julia	Weiser	616 Sunset Blvd	Dem
	Bill	Zimdars	3924 Doolittle Dr Apt. 6	Dem

Dist	First Name	Last Name	Address	Party
	Patricia	Bohanski	401 Soo Marie Avenue	Dem
	Irene	Pintar	3025 Simonis St	Dem
	William	Witt	425 Sunset Blvd	Dem
	Betty	Strong	417 Soo Marie Ave	Dem
	Nicholas	Pintar	3025 Simonis St	Dem
	Kathy	Zimdars	3924 Doolittle Dr Apt. 6	Dem
	Marge	Molski	800 St. Paul Street	Dem
	Raelene	Donarski	3917 Doolittle Dr #4	Rep
	Jack	Porter	625 Janick Circle	Rep
	Justine	Starr	431 Wilshire Blvd N	Rep
	Betty	Woller	608 Indiana Ave	Rep
	Jim	Woller	608 Indiana Ave	Rep
	Pam	Slagowski	301 Indiana Ave	Rep
	Agnes	Hausman	3901 Doolittle Dr #4	Rep
	Guy	Stewart	3703 North Point Dr	Un
	Victor	Alverez	3733 Jordan Ln	un
	Arlene	Meyerhofer	218 Wilshire Blvd	Un
	Marti	Sowka	4709 Whitetail Dr	Un
9				
	Wes	Halverson	430 W. Mapleridge Dr	Dem
	Dorothy	Pautz	2862 Church St	Dem
	Bruno	Castelhano	1941 Elk St	Dem
	Liz	McDonald	1760 Strongs Avenue	Dem
	Marcus	Newton	416 W. McDonald Drive	Dem
	Sally	Freckmann	871 Oak Ridge Ln	Dem
	Laura	Faulkner-Becker	1900 Strongs Ave	Dem
	John	Munson	1101 Brawley St	Dem
	Barbara	Munson	1101 Brawley St	Dem
	Mark	Marti	2117 Prairie St	Dem
	Edward	Bartig	1401 Wisconsin St	Rep
	William	Schaefer	487 W. Maple Ridge Dr	Rep
	Kay	Schmoll	1450 Water Street #306	Rep
	John	Tomaszewski	864 West Oak Ridge Ln	Un
	Sara	Halida	1565 West River Dr	Un
	Kathy	Hermann	1408 Strongs Ave Apt # 404	un

Dist	First Name	Last Name	Address	Party
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10

	Leonard	Kjer	3247 Lindbergh Ave	Dem
	George	Barnes	2909 Frontenac Ave	Dem
	Sandy	Barnes	2909 Frontenac Ave	Dem
	Norma	Behr	2924 Frontenac Ave	Dem
	Charles	Zoromski	3233 Michigan Ave	Dem
	Anna	Zachow -Waltenberg	3001 Water Street	Dem
	Robert	Rutkowski	2001 River View Ave #28	Dem
	Donald	Taylor	2501 Heffron St	Rep
	Bonnie	Emrick	3217 Yvonne Dr	Rep
	Robert	Emrick	3217 Yvonne Dr	Rep
	Edward	Bieno	1401 A River View Ave	Rep
	Sue	Phillips	3225 Mary Street	Rep
	Mike	Phillips	3225 Mary St	Rep
	Shirley	Gavinski	3200 Water St #108	Rep
	Mary Ann	Bieno	1401 A River View Ave	Rep
	Rosalie	Alexander	3116 Blaine St	Un

11

	John	Kraft	3715 North Point Drive	Rep
	Joan	Jungwirth	1925 Lilac Lane	Un