

**City of Stevens Point
REGULAR COUNCIL MEETING**

**Council Chambers
County-City Building**

**May 20, 2013
7:00 P.M.**

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Consideration and possible action of the minutes of the Regular Common Council meeting of April 15, 2013, the Special Council meetings of April 8 and May 13, 2013, the Reorganization meeting of April 16, 2013 and the Special Joint Common Council / Water & Sewerage Commissioners meeting of April 29, 2013.
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. Presentation by Senior Poppy Princess Christine Gill.

Consideration and Possible Action on the Following:

7. Resolution - Declaring Stevens Point a Purple Heart Community.
8. Minutes and actions of the Plan Commission meeting of May 6, 2013.
9. Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 9, City of Stevens Point, Wisconsin
10. Minutes and actions of the Public Protection Committee meeting of May 13, 2013.
11. Ordinance Amendment – Keeping of Animals – Amend license term and inspection processes (21.03(16)(b)1 & (b)2 of the RMC).
12. Minutes and actions of the Finance Committee meeting of May 13, 2013 and the actions of the Special Finance Committee meeting of May 20, 2013.
13. Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.
14. Minutes and actions of the Board of Public Works meeting of May 13, 2013.
15. Public Hearing – Potential Special Assessment for Replacement of Non-Standard Water Services and Non-Standard Sanitary Sewer Laterals on Ellis Street from Division Street to Michigan Avenue.

16. Final Resolution on the above.
17. Minutes and actions of the Personnel Committee meetings of April 8 and May 13, 2013 and the minutes of the Special Personnel meeting of April 29, 2013.
18. Minutes and actions of the Board of Water & Sewerage Commissioners meeting of May 13, 2013.
19. Ordinance Amendment – Water and Sewerage Systems – Amendment to Stormwater Utility Credit Policy (Sect. 13.17(2)(3) of the RMC.)
20. Authorizing Joint Dispatch Agreement with Portage County.
21. Minutes and actions of the Police and Fire Commission meeting of May 7, 2013.
22. Minutes and actions of the Transportation Commission meeting of May 2, 2013.
23. Minutes and actions of the Board of Park Commissioners meeting of May 1, 2013.
24. Resolution – Implementing the Emerald Ash Borer Management Plan.
25. Ordinance Amendment – Removing Clear-vision triangle from the City Forester and Forestry Chapter (11.03(2)(c) and 11.07(2) of the RMC).
26. Statutory Monthly Financial Report of the Comptroller-Treasurer.
27. Mayoral Appointment:
Board of Review Alt.#1 - Appoint Fred Steffen, 1310 Rogers Street.
28. Adjournment.

RMC – Revised Municipal Code

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

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

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

CITY OF STEVENS POINT, WISCONSIN

RESOLUTION NO. _____

PROCLAIMING THE CITY OF STEVENS POINT, WISCONSIN

A PURPLE HEART COMMUNITY

WHEREAS, the City of Stevens Point, Wisconsin and surrounding Portage County, is home to over 4700 men and women who have selflessly served their country and this city in the United States Armed Forces; and

WHEREAS, contributions and sacrifices are made by veterans and active duty members by placing themselves in harm's way for the good of all; and

WHEREAS, the City of Stevens Point appreciates and recognizes those sacrifices have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many of those veterans have sacrificed with their lives, or have been wounded while engaged in action with the enemy, and have been construed as a singularly meritorious act of essential service.

WHEREAS, General George Washington recognized this sacrifice and established the Badge of Military Merit in 1782; and,

WHEREAS, in February 1932, the War Department (now the Department of Defense) reintroduced the award as the Purple Heart award by general order Number 3; and

WHEREAS, the City of Stevens Point, WI would like to honor the service and sacrifice of our community's men in women in uniform, wounded or killed while serving to protect our nation.

NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of Stevens Point, Wisconsin hereby declares itself a Purple Heart City.

Approved: _____
Andrew J. Halverson, Mayor

Attest: _____
John Moe, City Clerk

Dated: May 20, 2013
Adopted: May 20, 2013

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE
BOUNDARIES FOR AND THE CREATION OF
TAX INCREMENTAL DISTRICT NO. 9,
CITY OF STEVENS POINT, WISCONSIN**

WHEREAS, the City of Stevens Point (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 9 (the "District") is proposed to be created by the City as an industrial district in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"); and

WHEREAS, the Plan Commission has prepared a Project Plan for the District that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., Wisconsin Statutes, outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Section 66.1105(4)(f)., Wisconsin Statutes.

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Portage County, the Stevens Point Area School District, and the Mid State Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on May 6, 2013 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Stevens Point that:

1. The boundaries of "Tax Incremental District No. 9, City of Stevens Point", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2013.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Section 66.1101, Wisconsin Statutes and has been zoned for industrial use.
 - (b) Based upon the findings, as stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Section 66.1105(5)(b) of the Wisconsin Statutes.
 - (f) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
 - (f) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2013, pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED THAT the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Section 70.45 of the Wisconsin Statutes, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes, pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes.

Adopted this _____ day of _____, 2013.

Mayor

City Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 9
CITY OF STEVENS POINT**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

GROUND LEASE AND PROPERTY USE AGREEMENT

This Ground Lease and Property Use Agreement (this "Agreement") is made and entered into as of the ___ day of _____, 2013, by and between the **City of Stevens Point**, a Wisconsin body politic (the "City") and **Boys & Girls Club of Portage County, Inc.**, a Wisconsin nonstock corporation ("BGC").

1. Premises. The City, for and in consideration of the covenants and agreements herein contained, does hereby demise, lease and let unto BGC the premises situated in the City of Stevens Point, Portage County, Wisconsin as described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

2. Gymnasium Area. In addition to the exclusive use of the Premises described above, BGC shall have the nonexclusive right to use the gymnasium located in the park and recreation building (the "Gymnasium Area") during the Term. In addition to the Improvements (as defined below) to be constructed by BGC, the City further agrees to allow BGC to modify certain portions of the parking lot to accommodate BGC's use of the Premises, including but not limited to, placement of signage and modification to the parking area to allow for the pick-up and drop-off of children at the Premises. BGC and the City further agree that BGC may also landscaping and utilization of green space adjacent to the Premises, and such other modifications as agreed to by the City and BGC. Any such modifications must be approved by the City in the same manner as the construction of the Improvements as described in Section 5 below.

3. Term. BGC shall have and hold said Premises and shall have access to the Common Areas as described herein, for a term of thirty (30) years commencing on _____ and ending on _____, unless terminated earlier as provided herein (the "Initial Term"). Upon the expiration of the Initial Term, this Lease shall automatically renew for successive five (5) year terms (each a "Renewal Term") under the same terms and conditions as the Initial Term, unless terminated by BGC by providing the City with written notice of such election not to renew not less than one (1) year prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and each Renewal Term may hereafter collectively be referred to as the "Term" of this Lease. Provided however, at any time following the expiration of the Initial Term, the City may terminate this Lease by providing BGC with not less than two (2) years prior written notice and the City shall make payment to BGC of the amount due BGC pursuant to Section 15 below upon the effective date of such termination by the City.

4. Use of Premises and Gymnasium Area.

(a) Use of Premises. BGC shall use the Premises solely for the purpose of conducting thereon a Boys & Girls Club and for no other use, except with the City's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. BGC shall implement youth development and guidance programming consistent with its mission and as otherwise deemed necessary by BGC in its sole discretion.

(b) Use of Gymnasium Area. BGC will have exclusive use of the Gymnasium Area: (i) Monday through Thursday from 3:00 p.m. to 6:15 p.m. and Fridays from 3:00 p.m. to 11 p.m. during the school year; (ii) Monday through Thursday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 6:15 p.m. and Fridays from 8:00 a.m. to 11:00 p.m. during the summer; (iii) Monday through Thursday from 8:00 a.m. to 6:15 p.m. and Friday from 8:00 a.m. to 11:00 p.m. for other non-school days; and (iv) during such other times as the City and BGC may agree from time to time. However, the City shall make the final determination on this issue. Notwithstanding the foregoing, the City shall have the right to use the

Gymnasium Area as necessary for a polling place during local, state, and federal elections. BGC shall also permit the City to use the locker rooms located on the Premises during the periods of time when the City is utilizing the Gymnasium Area and during such other times as the City and BGC may agree from time to time.

(c) **Goerke Park.** BGC shall have the same rights and privileges as any other public citizen with respect to the use and enjoyment of Goerke Park. BGC shall adhere to any rules mandated by the City for the use of the parking lot, provided in mandating any such rules the City shall attempt to accommodate BGC in its use and enjoyment of the Premises.

5. Construction of Improvements. In the event and at such time as BGC may desire to construct buildings and/or other improvements upon the Premises (the "Improvements"), then BGC shall prepare or have prepared and file with the City, the following: (a) a complete set of plans and specifications for such buildings and/or improvements; (b) a construction contract or set of contracts for the construction of said buildings and/or improvements, including all site work necessary therefor; and (c) evidence of source of funding for the construction of the buildings and/or improvements. The foregoing items are to be submitted to the City for examination and shall be subject to its approval, which shall not be unreasonably withheld, conditioned, or delayed. The failure of the City to notify BGC in writing of any objection to the items submitted within sixty (60) days after they are submitted to the City shall be deemed to be approval of them by the City. Such submittal of plans shall reference this Section of the Agreement and shall state "the failure of the City to notify BGC in writing of any objections to the items submitted within sixty (60) days after submission to the City shall be deemed approval by the City." During the period of construction of the Improvements and until such time as the Improvements are ready for occupancy, BGC shall maintain public liability and property damage insurance on said Improvements, insuring the City and BGC with limits of liability at least equal to those set forth in Section 11 below.

6. Rent and Taxes. BGC shall pay to the City annual rent in the amount of One Dollar (\$1.00), and such payment shall be made on or before December 31st of each year during the Term. BGC warrants and represents to the City that it is a tax-exempt entity and agrees to provide written confirmation of such exemption, upon the request of the City. If at any time during the Term BGC is no longer a tax exempt entity, BGC agrees to pay any real estate taxes, personal property taxes, or other assessments or levies against the Premises and BGC improvements thereto.

7. Utilities. All electric, natural gas, water and sanitary sewer utility charges and all other utilities serving the Premises shall be separately metered for the Improvements constructed by BGC. BGC shall be solely responsible for maintaining such utility accounts and all payments for such utility services to the Premises. BGC shall, during the Term, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services or other public utilities of every kind furnished to the Premises or used by BGC. BGC shall also pay for all janitorial and waste disposal services furnished to the Premises and used by BGC. The City shall not be liable to BGC for any interruption in the aforesaid utility services.

8. Maintenance and Repairs.

(a) **Premises.** BGC shall keep the Improvements in good condition and shall, at BGC's sole cost and expense, make all necessary repairs and replacements, including, but not limited to, and repair and maintenance of the exterior and interior of the Improvements. BGC shall be responsible for the maintenance, repair and proper use of all heating, ventilation and air conditioning ductwork, electrical, plumbing fixtures and drains at or servicing the Premises. If any repairs required to be made by BGC hereunder are not made within thirty (30) days after written notice delivered to BGC by the City, the City may at its option (but is not required to) make such repairs without liability to BGC for any loss or

damage which may result to its operations by reason of such repairs, and BGC shall pay to the City upon demand as additional rental hereunder the cost of such repairs.

(b) Gymnasium Area. The City and BGC shall mutually keep the Gymnasium Area in good condition and shall make all necessary repairs and replacements to the Gymnasium Area that are agreed to by the parties. The City and BGC shall each be responsible for one-half of the cost of any such agreed upon maintenance, repair or replacement, including but not limited to, all heating, ventilation and air conditioning ductwork, electrical, plumbing fixtures and drains at or servicing the Gymnasium Area. Provided however, each party shall be solely responsible for any necessary repairs resulting from damages caused by either party, their respective agents, employees, members or invitees.

(c) Parking Lot. The City shall be solely responsible for any and all necessary repairs and otherwise maintain the parking areas and driveways and maintain adequate lighting in such areas. It is understood and agreed that the City does not assume any responsibility for any damage or loss to any motor vehicles driven on the parking areas and driveways or to any personal property located therein, or for any injury sustained by any person in or about the parking areas, driveways and walkways.

9. Alterations. BGC may, with prior written notice to the City, make alterations or improvements to the Premises. Provided however, the City's prior written consent shall be necessary prior to BGC making any alterations or improvements to the Premises that would require a building permit under current ordinances or state law. Any alterations or improvements performed by BGC shall be in strict compliance with all applicable governmental laws, ordinances, codes, rules and regulations, and in compliance with recorded easements or covenants affecting the Premises. Further, such alterations or improvements shall be completed in a good and workmanlike manner with reasonable promptness. Before any work is commenced, BGC shall furnish the City with proof of worker's compensation and public liability insurance coverage and shall procure such necessary permits, approvals and certificates in connection with the changes as may be required by the appropriate governmental agencies. BGC agrees to hold the City free and harmless from any and all liens that might attach to the Premises on account of labor performed or material furnished to the Premises, and agrees to pay or discharge any such liens within thirty (30) days.

10. Damage or Destruction. If the Improvements are at any time substantially destroyed or damaged by fire or any other casualty, then BGC shall have the right to cancel and terminate this Agreement effective as of the date of such substantial destruction or damage by giving the City notice of its election to do so within thirty (30) days after such damage or destruction. In the event the Improvements are substantially destroyed or damaged by casualty and BGC does not timely elect to cancel and terminate this Agreement, or in the event the destruction or damage is less than substantial, BGC shall then repair such damage and restore the Improvements with all reasonable diligence to substantially its condition immediately prior to the happening of such event. The insurance proceeds shall be applied to such repair and restoration and/or the demolition and removal of the fire damaged property and replacing the ground site to its original condition. In the event BGC does not restore the Improvements within eighteen (18) months from the date of the substantial damage or destruction, then the City may terminate this Agreement by written notice to BGC. As used herein, "substantially destroyed or damaged" shall mean such destruction as will require the expenditure to rebuild, repair or replace the damaged Improvements of a sum exceeding fifty percent (50%) of the building's value immediately prior to the casualty.

11. Insurance. BGC shall, at all times during the Term, at BGC's expense, keep the Improvements insured against loss or damage by fire and extended coverage hazards at full insurable value with loss payable to BGC. BGC shall pay the premiums when due and shall comply with the co-insurance provisions, if any. BGC shall also, at all times during the Term, at BGC's expense, keep in full

force and effect a policy of public liability and property damage insurance with respect to the Premises, Improvements, and all operations thereon, with limits of liability coverage of not less than One Million Dollars (\$1,000,000) for injury of or death to any one person, and One Million Dollars (\$1,000,000) for injury or death in any one occurrence (to any number of persons), and property damage liability insurance with limits of liability coverage of not less than Five Hundred Thousand Dollars (\$500,000). The policies shall name BGC and the City as co-insureds. BGC shall with respect to any insurance coverage required in this Agreement, furnish the City with certificates of insurance showing such compliance and stating that the City will be notified in writing thirty (30) days prior to cancellation, change or non-renewal of insurance.

12. Waiver of Subrogation. If possible, both parties wish to eliminate the right of either party to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which either party may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that each party hereby expressly waives every claim which arises or may arise in its favor and against the other party during the Term for any and all loss of or damage to any of its property located within or upon the Premises, which loss or damage is covered by valid and collectable fire and extended coverage insurance policies to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation of, any other waiver or release contained in this Agreement with respect to any loss of or damage to property of the parties. Each party further agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverages by reason of said waiver (and if requested, to give to the other party a certification from its insurance company to that effect).

13. Indemnification. BGC agrees to indemnify the City and to save the City harmless from and against any and all claims, losses, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against BGC, then BGC shall protect and hold the City harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by the City in connection with such claim or litigation.

14. Default and Remedies. In the event BGC fails or refuses to keep and perform any of the terms, covenants, or conditions herein required of BGC and such default is not cured within thirty (30) days after the City gives BGC written notice of such default, then BGC shall be deemed "Default" under the terms of this Agreement. Provided, however, if the Default cannot reasonably be cured within thirty (30) days, then BGC shall be deemed to have complied with such notice so long as it has commenced to comply with the notice within the period set forth in the notice and thereafter is proceeding to cure the Default with all possible diligence. Upon the occurrence of a Default, the City may declare this Agreement terminated and institute action to expel BGC from the Premises. Furthermore, the City shall be permitted any other right or remedy allowed by law to the City.

15. Surrender of Premises and Payment of Compensation. At the expiration or any termination of this Agreement, BGC shall surrender the Premises to the City in a clean and neat appearance and in the same condition as at the commencement of the Term, reasonable wear and tear excepted. Except for a Default by BGC, upon the termination of this Agreement by the City, the City shall compensate BGC for the then current fair market value of the Improvements as determined by third party independent appraisal. The City and BGC shall agree on the independent appraiser that will perform said appraisal and each party shall pay for one-half of the cost of said appraisal. In the event BGC elects not to renew the Term of this Agreement at any time pursuant to Section 3 above, then the City shall reimburse BGC for the cost of the Improvements in an amount equal to the depreciated value of

Premises. No subsequent change or addition to this Agreement shall be binding upon the City or BGC unless reduced to writing and signed by them.

22. Waiver. The waiver by the City or BGC of the breach of any term or covenant herein shall be limited to the specific instance and shall not be deemed a waiver of the term or covenant. The acceptance of rent by the City shall not be deemed a waiver of any preceding breach by BGC of any covenant herein, other than the failure of BGC to pay the rent so accepted. No term or covenant of this Agreement shall be waived by the City or BGC, unless the waiver is in writing.

23. Partial Invalidity. If any provision of this Agreement or any specific application shall be invalid or unenforceable, the remainder of this Agreement, or the application of the provision in other circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Force Majeure. Neither party shall be held responsible for delays in the performance of its nonmonetary obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party.

25. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.

26. Recording of Memorandum. Neither the City nor BGC shall record this Agreement without the written consent of the other party. However, upon the written request by either party hereto, the parties shall join in the execution of a memorandum of agreement for the purposes of recordation.

The undersigned have agreed to the terms and conditions of this Agreement as of the Effective Date.

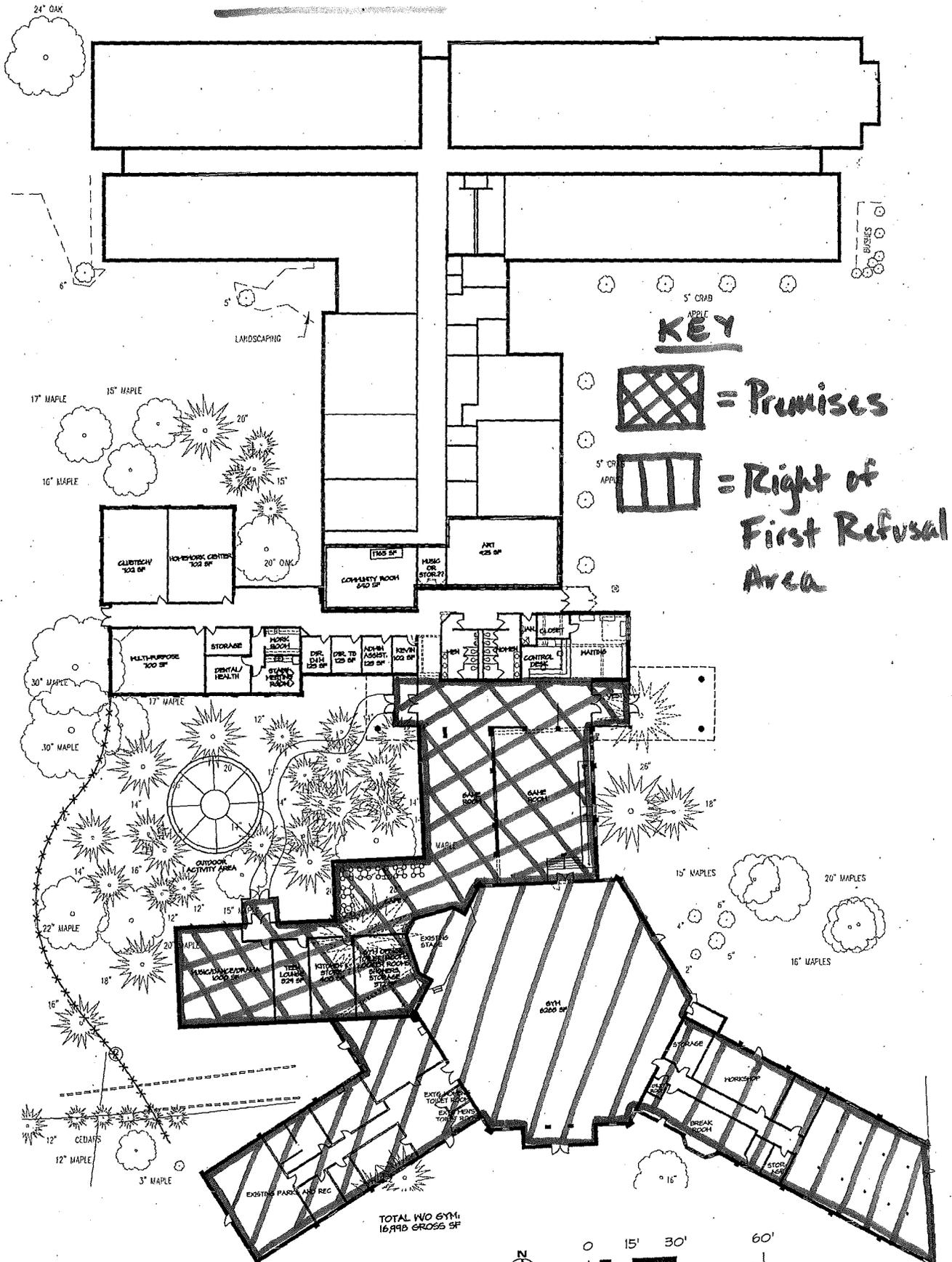
CITY OF STEVENS POINT

BOYS & GIRLS CLUB OF
PORTAGE COUNTY, INC.

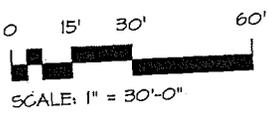
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A



PRELIMINARY SITE / FLOOR PLAN
OPTION 4 REVISED



BOYS AND GIRLS CLUB
PORTAGE COUNTY
STEVENS POINT, WI
REVISED FEBRUARY 5, 2013



OCCUPANCY AGREEMENT

This Occupancy Agreement (this "Agreement") is made and entered into as of the ___ day of _____, 2013, by and between the **City of Stevens Point**, a Wisconsin body politic (the "City") and **Boys & Girls Club of Portage County, Inc.**, a Wisconsin nonstock corporation ("BGC").

RECITALS

A. The City recently acquired the building formerly known as the Mid-State Technical College located at _____, Stevens Point, Wisconsin (the "Building") and the City is currently conducting a space needs analysis for its potential use of the Building.

B. Until such time as the City has determined what portion of the Building it will occupy, if any, BGC has requested, and the City has agreed, to allow BGC to occupy a portion of the Building, subject to the terms and conditions contained herein.

TERMS AND CONDITIONS

1. Premises. The City, for and in consideration of the covenants and agreements herein contained, does hereby permit BGC to occupy that portion of the Building as described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

2. Term and Termination. BGC shall be permitted to occupy said Premises commencing on _____ and continuing until terminated as provided herein (the "Term"). Following the completion of its space needs analysis, in the event the City determines that it requires additional space within the Building, the City may terminate this Agreement at any time with respect to all or a portion of the Premises by providing BGC with one hundred eighty (180) days prior written notice of such termination.

3. Use. BGC shall use the Premises solely for the purpose of conducting thereon a Boys & Girls Club and for no other use, except with the City's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. BGC shall implement youth development and guidance programming consistent with its mission and as otherwise deemed necessary by BGC in its sole discretion.

4. Occupancy Payments and Utilities. BGC shall pay to the City an occupancy fee in the amount of One Dollar (\$1.00), and such payment shall be made on or before December 31st of each year during the Term. The City may, in its discretion, separately meter all electric, natural gas, water and sanitary sewer utility charges and all other utilities serving the Premises. If said utilities are separately metered to the Premises, the parties shall each pay one-half of the costs associated with separately metering said utilities and BGC shall be solely responsible for maintaining such utility accounts and all payments for such utility services to the Premises. In the event said utilities are not separately metered to the Premises, BGC shall pay to the City its proportionate share of said utilities in an amount equal to the percentage interest of the square footage of the Premises as it compares to the total square footage of the Building. Such sum shall be paid by BGC to the City within thirty (30) days following receipt of a notice from the City providing BGC with a statement of its proportionate share of the total utility costs.. The City shall not be liable to BGC for any interruption in the aforesaid utility services.

5. Maintenance and Repairs. Except as provided herein, the City shall, at its sole cost and expense, keep, maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or non-structural) in good condition and repair and compliant with all building codes and safety standards. Provided however, the City shall have no obligation to repair any damage caused by BGC, its employees or members, reasonable wear and tear excepted. Notwithstanding the foregoing, BGC shall, at its sole cost and expense, keep and maintain the interior of the Premises in good operating condition during the Term, provided any one-time maintenance or repair charge does not exceed the sum of \$500.00. In the event any one-time maintenance or repair charge related to the interior of the Premises exceeds the sum of \$500.00 but is less than \$1000, then BGC and the City shall each pay for one-half of the cost of said one-time maintenance or repair charge. In the event any one-time maintenance or repair charge exceeds the sum of \$1000, then the City shall be solely responsible for the cost of said one-time maintenance or repair charge. BGC shall take commercially reasonable action to make any necessary repairs for which it is solely responsible hereunder as soon as possible so as to prevent further deterioration of the Premises and Building. BGC has examined the Premises and accepts the Premises "As Is." No representation or warranty, express or implied, has been made by or on behalf of the City as to the condition of the Premises.

6. Fixtures, Equipment and Signs. BGC may, subject to zoning and signage ordinances, at its own expense and with prior written consent from the City (which shall not be unreasonably withheld, conditioned, or delayed), furnish and install such fixtures, equipment and signs advertising its programming and operations in and on the Premises as may be necessary or desirable for BGC's programming and operations. Any fixtures, equipment and signs installed and paid for by BGC shall be removed by BGC upon the termination of this Agreement. Upon removal of such fixtures, equipment and signs, BGC shall restore the Premises to its condition at the beginning of the term, reasonable wear and tear excepted.

7. Alterations. BGC may not make alterations or improvements to the Premises without first obtaining the City's written consent and such consent shall not be unreasonably withheld, conditioned or delayed. Any permitted alterations or improvements shall be in strict compliance with all applicable governmental laws, ordinances, codes, rules and regulations, and in compliance with recorded easements or covenants affecting the Premises. Further, such alterations or improvements shall be completed in a good and workmanlike manner with reasonable promptness. Before any work is commenced, BGC shall furnish the City with proof of worker's compensation and public liability insurance coverage and shall procure such necessary permits, approvals and certificates in connection with the changes as may be required by the appropriate governmental agencies. BGC agrees to hold the City free and harmless from any and all liens that might attach to the Premises on account of labor performed or material furnished to the Premises, and agrees to pay or discharge any such liens within thirty (30) days.

8. Insurance. BGC shall, at all times during the Term, at BGC's expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises with limits of liability coverage of not less than One Million Dollars (\$1,000,000) for injury of or death to any one person, and One Million Dollars (\$1,000,000) for injury or death in any one occurrence (to any number of persons), and property damage liability insurance with limits of liability coverage of not less than Five Hundred Thousand Dollars (\$500,000). The policies shall name BGC and the City as co-insureds. BGC shall with respect to any insurance coverage required in this Agreement, furnish the City with certificates of insurance showing such compliance and stating that the City will be notified in writing thirty (30) days prior to cancellation, change or non-renewal of insurance. BGC shall be solely responsible for maintaining workers' compensation insurance and any other kind of insurance to cover loss of its personal property located on the Premises.

9. Waiver of Subrogation. If possible, both parties wish to eliminate the right of either party to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which either party may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that each party hereby expressly waives every claim which arises or may arise in its favor and against the other party during the Term for any and all loss of or damage to any of its property located within or upon the Premises, which loss or damage is covered by valid and collectable fire and extended coverage insurance policies to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation of, any other waiver or release contained in this Agreement with respect to any loss of or damage to property of the parties. Each party further agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverages by reason of said waiver (and if requested, to give to the other party a certification from its insurance company to that effect).

10. Indemnification. BGC agrees to indemnify the City and to save the City harmless from and against any and all claims, losses, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against BGC, then BGC shall protect and hold the City harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by the City in connection with such claim or litigation.

11. Default and Remedies. In the event BGC fails or refuses to keep and perform any of the terms, covenants, or conditions herein required of BGC and such default is not cured within thirty (30) days after the City gives BGC written notice of such default, then BGC shall be deemed "Default" under the terms of this Agreement. Provided, however, if the Default cannot reasonably be cured within thirty (30) days, then BGC shall be deemed to have complied with such notice so long as it has commenced to comply with the notice within the period set forth in the notice and thereafter is proceeding to cure the Default with all possible diligence. Upon the occurrence of a Default, the City may declare this Agreement terminated and institute action to expel BGC from the Premises. Furthermore, the City shall be permitted any other right or remedy allowed by law to the City.

12. Surrender of Premises. At the expiration or any termination of this Agreement, BGC shall surrender the Premises to the City in a clean and neat appearance and in the same condition as at the commencement of the Term, reasonable wear and tear excepted.

13. Quiet Enjoyment and Right of Entry. The City covenants and agrees with BGC that upon BGC performing the covenants and agreement herein contain, it shall at all times during the Term peaceably and quietly have, hold and enjoy the Premises. Provided however, the City, its agents, employees and representative shall have the right to enter in or upon the Premises at any and all reasonable times with reasonable advance notice to BGC.

14. Assignment and Subletting. BGC shall not assign or transfer this Agreement, and shall not sublease all or a portion of the Premises without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

15. Notice. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be given by personal delivery or mailed to the address designated below, or such other address as they may designate in writing, mailed by registered or certified mail, return receipt requested, with postage prepaid. Notices shall be deemed effective when personally delivered or when deposited in the United States mail in the manner described above.

If to the City: City of Stevens Point
Attn: Mayor
1515 Strongs Avenue
Stevens Point, WI 54481

If to BGC: Boys & Girls Club of Portage County, Inc.
Attn: Executive Director
1007 Ellis Street
Stevens Point, WI 54481

16. Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and shall be binding upon, and shall inure to the benefit of, the parties to this Agreement and their respective successors and permitted assigns. This Agreement sets forth all of the covenants, conditions and understandings between the City and BGC concerning the Premises. No subsequent change or addition to this Agreement shall be binding upon the City or BGC unless reduced to writing and signed by them.

17. Waiver. The waiver by the City or BGC of the breach of any term or covenant herein shall be limited to the specific instance and shall not be deemed a waiver of the term or covenant. The acceptance of rent by the City shall not be deemed a waiver of any preceding breach by BGC of any covenant herein, other than the failure of BGC to pay the rent so accepted. No term or covenant of this Agreement shall be waived by the City or BGC, unless the waiver is in writing.

18. Partial Invalidity. If any provision of this Agreement or any specific application shall be invalid or unenforceable, the remainder of this Agreement, or the application of the provision in other circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Force Majeure. Neither party shall be held responsible for delays in the performance of its nonmonetary obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.

(Signature Page Attached)

The undersigned have agreed to the terms and conditions of this Agreement as of the Effective Date.

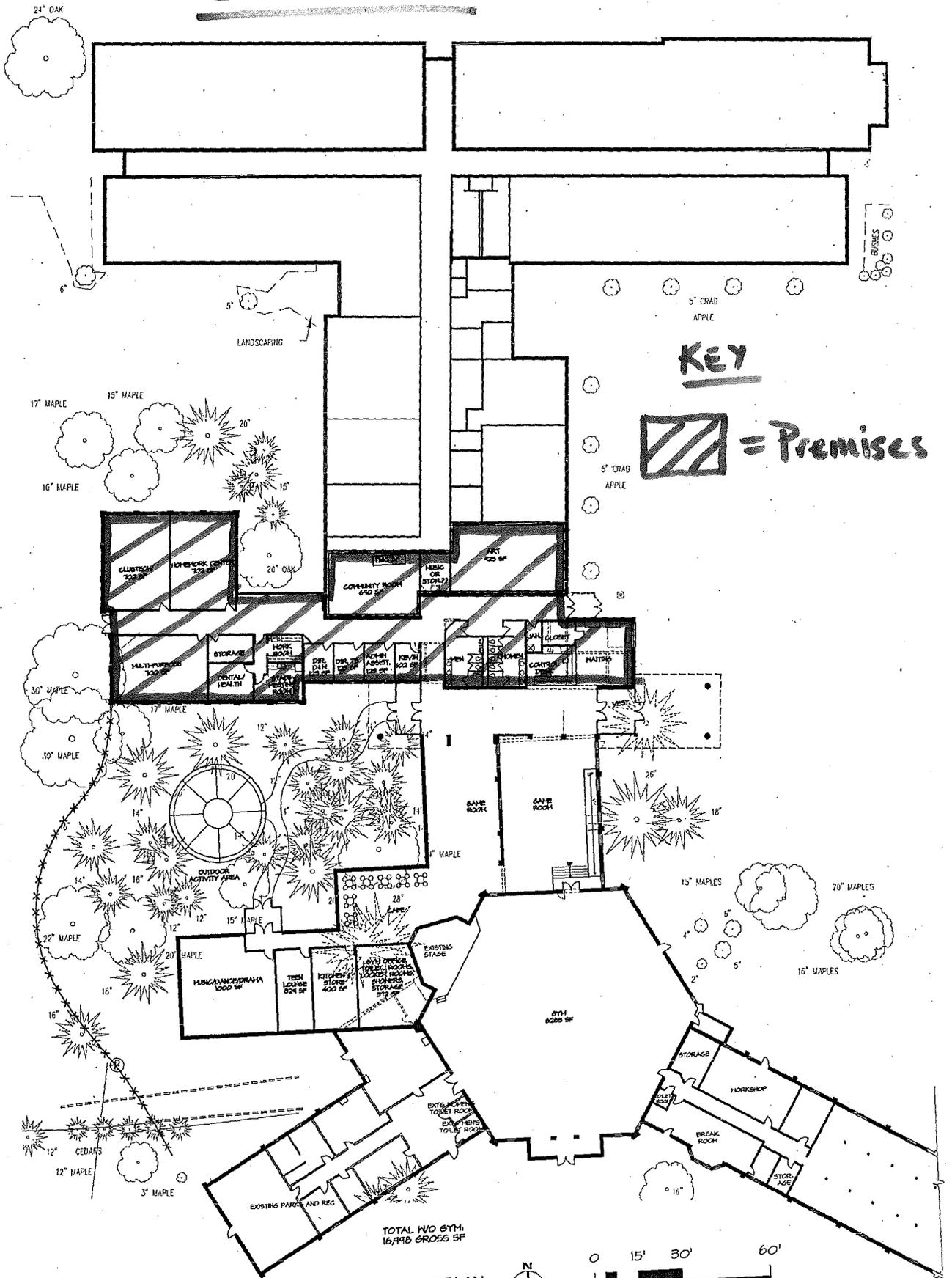
CITY OF STEVENS POINT

By: _____
Name: _____
Title: _____

BOYS & GIRLS CLUB OF
PORTAGE COUNTY, INC.

By: _____
Name: _____
Title: _____

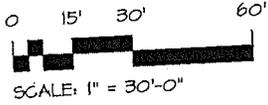
EXHIBIT A



KEY

 = Premises

PRELIMINARY SITE / FLOOR PLAN
OPTION 4 REVISED



BOYS AND GIRLS CLUB
PORTAGE COUNTY
STEVENS POINT, WI
REVISED FEBRUARY 5, 2013



PUBLIC PROTECTION COMMITTEE
Monday, May 13, 2013 – 7:22 P.M.
Lincoln Center – 1519 Water Street

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

Excused: Alderperson Trzebiatowski

Also

Present: Mayor Halverson; City Attorney Beveridge; City Clerk Moe; C/T Ladick; Alderpersons Doxtator, Slowinski, Patton and Phillips; Directors Schrader and Ostrowski; Fire Chief Kujawa; Asst. Chief Skibba; Deputy C/T Freeberg; Asst. to the Mayor Pazdernik; Barb Jacob; Jennifer Glad; Marcy Kirsch; Bob Fisch; Cathy Dugan; Elizabeth Aquillera; Jordan Eckendorf; Gene Kemmeter – Gazette; Chris Jones – Journal; Brandi Makuski – City Times

1. License List:

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

Ald. Wiza **moved**, Ald. Suomi seconded, approval of 26 new operators and 12 renewal licenses.

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

B. Recommended Rejection - Operator's (Bartender's) License.

Asst. Chief Skibba stated one of the guidelines for an operator's license states the applicant cannot have an OWI conviction within the last 12 months. He said Ms. Folz received an OWI violation and possession of marijuana in February, 2013 and she has since received another OWI violation in April, 2013.

Ald. Wiza **moved**, Ald. Suomi seconded, to reject the operator's license for Brittney Folz.

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

C. Temporary Class "B" / "Class B" License (Picnic):

- i. **St. Joseph Parish, 1709 Wyatt Avenue, for Parish Picnic on May 31 – June 2, 2013 at 1709 Wyatt Avenue. Licensed operator on the premise: Dave Hansen. (Beer and Wine)**
- ii. **Stevens Point Area Catholic Schools, 1004 First Street, for Panacea on September 6 – 8, 2013 at Pacelli High School, 1301 Maria Drive. Licensed operator on the premise: Ken Raflik. (Beer and Wine)**
- iii. **St. Stanislaus Kostka Parish, 838 Fremont Street, for Parish Picnic on July 28 – 29, 2013 at 838 Fremont Street. Licensed operator on the premise: Bob Ostrowski. (Beer and Wine)**
- iv. **Big Brothers Big Sisters of Central Wisconsin, 1000A Division Street, for Taste of the Town on August 10, 2013 at the Bandshell area of Piffner Park. Licensed operator on the premise: Pat Wesenberg. (Beer and Wine)**
- v. **Golden Sands Resource Conservation & Development Council, Inc., 1100 Main Street Suite 150, for Golden Sands Resource Conservation &**

**Development Council Open House on May 16, 2013 at 1100 Main Street.
Licensed operator on the premise: Jennifer Glad. (Beer Only)**

Ald. Suomi **moved**, Ald. M. Stroik seconded, to approve the temporary Class "B" / "Class B" licenses for the above events.

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

- D. "Class A" Liquor And Class "A" Fermented Malt Beverage License: Schierl Sales Corporation, for The Store #55, 1201 Badger Avenue, Stevens Point; Roy Herrell, agent for license period beginning May 23, 2013.**
- E. Class "B" Fermented Malt Beverage License: Sandra J. Plasky, for Route 66 Diner, 2801 Stanley Street, Stevens Point for license period beginning May 21, 2013.**

Ald. Wiza **moved**, Ald. R. Stroik seconded, approval of the two licenses.

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

F. 2013-2014 Beer and Liquor Renewal Applicants List.

Asst. Chief Skibba said there are no patterns of consistent problems at any of the locations.

Ald. R. Stroik asked if the Police Department is comfortable with the annual renewal of all of the applicants.

Asst. Chief Skibba replied yes, at this point.

Ald. Wiza **moved**, Ald. M. Stroik seconded, to approve the renewal of the 2013-2014 Beer and Liquor applicants list.

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

2. Request to Hold Event / Street Closings:

- A. St. Joseph Parish, 1709 Wyatt Avenue, for Parish Picnic on May 31 – June 2, 2013 – Requesting four parking spots on Jefferson Street.**
- B. Arts Alliance of Portage County, Arts Walk on Friday, May 17, 2013 – Requesting the use of the square and three parking spaces.**
- C. CAP Services, annual "Take a Step" 5K run/walk on Tuesday, July 16, 2013 at 6:00 p.m. at the UWSP's Allen Center. Requesting partial road closure of Illinois Ave and parking restrictions on Maria Dr and Illinois Ave.**
- D. Association of Downtown Businesses, 1) Annual 4th of July Parade, on Thursday, July 4, 2013, at 12 noon requesting a partial closure of Main St. and parking restrictions and 2) Annual Crazy Days on Thursday, July 18 & Friday, July 19, 2013 requesting a partial closure of Main St.**

Asst. Chief Skibba said the Police Department does not have any issues with the events/street closings.

Elizabeth Aquillera, Arts Alliance of Portage County, asked if the fountain could be turned off during this event for safety issues.

Ald. Wiza asked if the Fire Department has any concerns with the street closings.

Fire Chief Kujawa replied no.

Ald. Wiza **moved**, Ald. Suomi seconded, approval of all of the events listed and making sure the fountain is shut off this Friday.

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

3. Ordinance Amendment – Sect. 21.03(16) – Keeping Animals – Amend license term and inspection process.

Clerk Moe said this ordinance update is to make the requests easier to administer and allow more flexibility for the Council in issuing the permits.

Ald. Wiza said this is a good idea. He also asked that the Chairman look at creating something specific when dealing with requests for raising chickens.

Ald. R. Stroik replied that he decided to wait to see how many requests came through for raising chickens. He asked that staff compile the number of requests for the past 12 months.

Ald. Wiza **moved**, Ald. Suomi seconded, approval of the ordinance amendment as presented.

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

4. Monthly Inspection Report.

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

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

5. Adjournment.

Adjournment at 7:36 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 paragraph (b)1 of Subsection (16) of Section 21.03 of the Revised Municipal Code of the City of Stevens Point is hereby amended to read as follows:

1. Criteria for a Special Permit. The Public Protection Committee may issue a special permit for the keeping or maintenance of a farm or dangerous or wild animal if it finds:

SECTION II: That paragraph (b)2 of Subsection (16) of Section 21.03 of the Revised Municipal Code of the City of Stevens Point is hereby amended to read as follows:

2. Inspection. The City or its designated representative may from time to time inspect the premises subject to such special permit to determine whether the person to whom it has been issued is continuing to comply with all of the conditions specified in this article. If, during any inspection, the City or its representative finds any of the conditions specified under sections (b)(1)(a-h) are being violated, the special permit shall be revoked.

SECTION III: That paragraph (b)5 of Subsection (16) of Section 21.03 of the Revised Municipal Code of the City of Stevens Point is hereby created to read as follows:

5. Term. A Special Permit issued under this section shall be valid indefinitely, but may be revoked at any time at the sole discretion of the Common Council.

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

APPROVED: _____
Andrew J. Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: 5/8/2013
Adopted:
Published:

CITY OF STEVENS POINT

Resolution/Ordinance No. _____

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the City of Stevens Point (the "Municipality") must upgrade its water treatment system by undertaking a project identified as DNR No. 4915-02 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for a portion of the costs of the Project, in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$60,111 for SDWLP funding.

NOW THEREFORE, the City Mayor Andrew Halverson and City Clerk John Moe are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

APPROVED: _____
Andrew Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Passed: _____

Approved: _____

FINAL RESOLUTION

WHEREAS, the Common Council of the City of Stevens Point, Wisconsin, held a public hearing at the Council Chambers at 7:00 P.M. on the 20th day of May, 2013, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Board of Public Works on the proposed public improvement consisting of the following:

- A. FOR REPLACEMENT OF NON-STANDARD WATER SERVICES - PROJECT # 09-13.
 - 1) All property fronting upon both sides of **Ellis Street** from its intersection with Division Street to its intersection with Michigan Avenue.
(Project #09-13)

- B. FOR REPLACEMENT OF NON-STANDARD SANITARY SEWER LATERALS - PROJECT # 09-13.
 - 1) All property fronting upon both sides of **Ellis Street** from its intersection with Division Street to its intersection with Michigan Avenue.
(Project #09-13)

; and proposed assessments against benefitted property, and heard all persons who desired to speak at the hearing.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Stevens Point, Wisconsin, determines as follows:

- 1. The report of the Board of Public Works, pertaining to installation of the above described public improvements, including plans and specifications and assessments set forth therein, is adopted and approved.

- 2. That the Board of Public Works has advertised for bids and has provided for the supervision of construction of the improvements in accordance with the report of the Director of Public Works.

- 3. That payment of the improvements be made by assessing the entire cost to the property benefitted as indicated in the report.

4. That the assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed.
5. That the assessments for all projects included in the report are hereby combined as a single assessment but any and all interested property owner may object to each assessment separately or all assessments jointly for any purpose.
6. That the assessments may be paid in cash or at the option of the property owner in five (5) annual installments at an interest rate of 2.87% per annum or in ten (10) annual installments at an interest rate of 4.59% per annum on the unpaid balance. A property owner shall have 30 days in which to make the payment election, as provided in the resolution.
7. That the City Clerk shall publish this resolution as a Class I notice in the assessment district and mail a copy of this resolution and a statement of the final proposed assessment against the benefitted property to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

APPROVED: _____
Andrew Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: April 16, 2013
Adopted: May 20, 2013
Published: May 24, 2013

**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) of Subsection (2) of Section 13.17 of the Revised Municipal Code of the City of Stevens Point is hereby amended to read as follows:

3) Rate Schedule.

RATE SCHEDULE:

The rate to be applied per ERU (Equivalent Runoff Unit) in the rate schedule below is **\$59.08 / Year.**

One ERU is equivalent to 3,364 Sq. Ft.

<u>RATE CLASS</u>	<u>NUMBER OF ERU's</u>	<u>Annually</u>	<u>Quarterly</u>
Single Family Residence	1	\$59.08	\$14.77
Duplex	1.6	\$94.52	\$23.63
Triplex	2.4	\$141.80	\$35.45
Commercial	Actual square footage		
Industrial	Actual square footage		
Public	Actual square footage		

CREDIT POLICY:

The purpose of the storm water credit policy is to encourage property owners to engage in activities that either 1) reduce storm water flow and/or 2) reduce the utility cost in providing proper management of storm water runoff and treatment.

The operation of the Storm Water Utility has fixed costs and variable costs. The fixed costs of the utility are non-eligible for credit. The variable costs are eligible for either a one-time credit or an on-going credit. The fixed and variable costs are as follows:

Fixed costs = 76% Variable costs = 24%

Because the percentage of the operation that is fixed versus variable can change over time, the fixed and variable percentages will be part of future rate adjustments. Customer charges and credits will be based on the most recently adopted values.

Residential Properties (Single Family, Duplex, Triplex) -

Rain Barrel & Rain Garden Installation – For residential properties there will be a one-time credit for the amount of the annual storm water fee for the installation of a rain barrel or a rain garden. The installations must meet the criteria provided upon applying for the credit through the utility office.

Riparian Properties – Properties that discharge directly to the Wisconsin River or Plover River without draining toward a facility maintained by the Storm Water Utility may be eligible for a riparian credit. The amount of the available credit will be calculated by prorating the total available credit by the amount (%) of the property that drains directly to one of the aforementioned water bodies. Credit eligibility will be calculated as part of the application process.

Non-Residential Properties (Commercial, Public, Industrial) –

Properties Exceeding Flow Control Requirements - This credit applies to all properties that provide privately constructed and maintained runoff flow control measures. The customer must submit documentation demonstrating that a management practice on their property exceeds the peak flow reduction criteria to the Department of Public Utilities. The amount of credit will be based on the prorated amount that the property is exceeding the requirements. (Example: If eligible levels of control reduce the flow by 50% beyond the minimum requirement, the eligible credit would be 50% of the variable costs associated with the utility bill (50% of 24%, or 12% of the total bill)). The amount of the credit will be based on the following minimum criteria:

1. Post-development flow must meet the minimum requirements defined in the DNR Administrative Code NR 152, and Municipal Ordinance Chapter 32.
2. Properties must reduce the flow from their property below the minimum flow control requirement for the 10-year, 24-hour, SCS Type II distribution rainstorm of 4.0 inches in 24 hours. Pre-development conditions shall be calculated using Table 1 criteria in NR 152.

Riparian Properties – Properties that discharge directly to the Wisconsin River or Plover River without draining toward a facility maintained by the Storm Water Utility may be eligible for a riparian credit. The amount of the available credit will be calculated by prorating the total available credit by the amount (%) of the property that drains directly to one of the aforementioned water bodies. Credit eligibility will be calculated as part of the application process.

***Properties or portions of properties that have 90% perviousness* – This credit applies to properties where either the entire property, or significant and contiguous portions of the property can be calculated at 90% or more pervious surfaces. The amount of credit given to eligible properties will be equal to 60% of the stormwater fee for the eligible area. The customer must submit proof and documentation demonstrating eligibility for this credit to the Department in order to receive the credit. Any disputes as to the applicability of this credit to a particular property shall be heard by the Board of Water and Sewerage Commissioners.**

Note: Properties located on creeks, streams, and/or ditches not identified above are not eligible for riparian credit.

Note: Properties are not eligible for a credit for any best management practices (BMP's) that are not required by local, state, or federal regulations.

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

APPROVED: _____
Andrew J. Halverson, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: 05/16/2013
Adopted:
Published:

**AGREEMENT BETWEEN PORTAGE COUNTY AND THE CITY OF STEVENS POINT FOR
THE COMBINATION OF THE DISPATCHING ASSETS INTO A UNIFIED
COMMUNICATIONS CENTER 2013**

This agreement is made by and between Portage County, a quasi-municipal corporation, subsequently referred to as “County,” and the City of Stevens Point, subsequently referred to as “City,” relating to the transfer of certain duties, and personnel from the City into a Unified Communications Center for all of Portage County in the Portage County Sheriff’s Office.

RECITALS

WHEREAS the City of Stevens Point currently operates a dispatch center and public safety answering point within the city limits, serving their Police, Fire, and other municipal services; and

WHEREAS Portage County currently operates a communications center and public safety answering point for the remainder of the County. The Sheriff of Portage County, exercising his authority and responsibility for providing dispatching services for his Office, has also been given the duty of providing those services to the balance of the County’s law enforcement, fire, and emergency medical service agencies as well as other organizations; and

WHEREAS both centers are fully dedicated to providing professional services for the responders, citizens, and visitors under their respective areas of responsibility; and

WHEREAS it has been a long standing conceptual goal of the public safety community and their elected representatives to combine these services in some fashion, and recent studies in 2011 and 2012 also recommend a joint dispatch center. It is agreed that a single communications center, as is the norm throughout the State of Wisconsin, would improve public and responder safety, responsiveness to calls for service, enhance operations, and be most fiscally responsible; and

WHEREAS the City of Stevens Point finds it advantageous and intends to combine their dispatching services with the County’s Communications Center, becoming a partner in the shared stewardship, development, maintenance, and direction of telecommunications throughout Portage County; and

WHEREAS Portage County likewise finds it advantageous and intends to partner with the City of Stevens Point in forming a unified communications system, bringing all system stakeholders throughout the County together under the Portage County Public Safety Communications Policy and Operations Board.

THEREFORE,

1. Summary of Agreement. In accordance with section 66.0301 of the Wisconsin Statutes, the City of Stevens Point will fully vest its dispatching responsibilities with the County of Portage, and that the County of Portage, through the Office of the Sheriff, will assume the responsibility of providing dispatching services for the City of Stevens Point, with both entities, along with all of the other participants in the county telecommunications system, becoming partners and cooperatively accountable for the stewardship of the county-wide dispatch system, with effective start date of August 4, 2013.

This integrated agreement will become effective upon the last date of the final signature appearing on the following subsidiary appendices, affixed by the proper representative of both the City and the County. This agreement incorporates all of its annexes and shall have no effect until all of the annexes are fully executed.

1. Annex A – Financial Agreement
2. Annex B – Ancillary Duties Agreement
3. Annex C – Accretion Agreement
4. Annex D – Milestone Agreement

2. **Term.** This agreement shall be in full force and effect from the date of execution through an indefinite term. The parties may re-negotiate the terms if the city elects to reestablish a city specific dispatch center for its law enforcement and fire department operations. This agreement shall remain in effect indefinitely, except that the City of Stevens Point reserves the right to withdraw from this agreement after providing the County greater than one year's written notice.

3. **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.

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

5. **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.

6. **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.

7. **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.

8. **Entire Agreement (Integration).** This instrument including its annexes 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. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

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

10. **Compliance.** Each party shall abide in all aspects with state, federal, and local laws, rules, and regulations which concern the implementation of this agreement.

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

12. **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 party to this Agreement has caused it to be executed at the date indicated below.

FOR THE COUNTY OF PORTAGE:

Patty Dreier, County Executive

Date: _____, 2013

O. Philip Idsvoog, County Board Chair

Date: _____, 2013

John E. Charewicz, Sheriff

Date: _____, 2013

FOR THE CITY OF STEVENS POINT:

Andrew Halverson, Mayor

Date: _____, 2013

David Schleihs, President
Stevens Point Police and Fire Commission

Date: _____, 2013

Annex A – Financial Agreement
Agreement to Combine the Dispatching Assets of the
County of Portage and the City of Stevens Point into a Unified Communications Center

1. The City of Stevens Point agrees to make a payment of \$127,000 to the County of Portage for the purpose of expanding the capacity of the County Communications Center to accommodate the City of Stevens Point, with \$75,000 of the payment due no later than August 30, 2013 and the remainder due no later than January 31, 2014. The City shall also be responsible for any additional mutually acceptable prorated costs associated with unifying systems on an accelerated schedule in addition to the payment made above, which such payments due by January 31, 2014. The County shall submit monthly invoices to the City for any costs expended between August 4, 2013 and January 1, 2014.
2. The City of Stevens Point agrees to assume the responsibility for independently determining the proper amount of tax levy used by the current City Dispatch Center, and transfer that amount in accordance with section 66.0602(3)(a) of the Wisconsin Statutes. It is understood that previous estimates for levy capacity transfers are not applicable in this agreement. It is further understood that any City and County levy transfers need not match.
3. The County of Portage agrees to assume the responsibility for independently determining the proper amount of tax levy capacity for the purpose of accepting responsibility for dispatching for the City of Stevens Point, and submit that amount in accordance with section 66.0602(3)(b) of the Wisconsin Statutes.
4. The City of Stevens Point agrees to make a onetime payment of any actual costs to the County of Portage for the purpose of transferring any employee benefits mutually agreed to by all parties (e.g. vacation, sick time) should a City dispatcher accept employment with the County, in accordance with Annex C of this Agreement, with such payment due no later than August 5, 2013.
5. The County of Portage agrees to assume the future costs for dispatching services so long as this agreement remains valid.

FOR THE COUNTY OF PORTAGE:

FOR THE CITY OF STEVENS POINT:

Patty Dreier, County Executive

Andrew Halverson, Mayor

Date

Date

Annex B – Ancillary Duties Agreement
Agreement to Combine the Dispatching Assets of the
County of Portage and the City of Stevens Point into a Unified Communications Center

1. The County of Portage agrees to provide the following services effective August 4, 2013 for the City of Stevens Point as part of the transfer of dispatching responsibilities:
 - a. Dispatch police, fire, and EMS units by radio.
 - b. Page emergency responders in response to calls for service.
 - c. Answer 911 and non-emergency calls for service.
 - d. Conduct NCIC/CIB and DOT inquiries.
 - e. Activate storm/warning sirens.
 - f. Communicate with secondary agencies (e.g. Street Department, Humane Society).
 - g. Administer and activate a community emergency notification system (e.g. CodeRED).
 - h. Operate response software (e.g. IM Responding, eSponder).
 - i. Maintain the county radio system.
 - j. Enter, update, and cancel warrants.
 - k. Support officers with criminal history queries.
 - l. Take payments after hours for warrants through the Jail.
 - m. Maintain list of abandoned bicycles.
 - n. Maintain key holder information.
 - o. Maintain no-entry lists for City Parks and Housing.
 - p. Monitor Courthouse alarms.¹
 - q. Maintain towing rotation list.
 - r. Perform Emergency Operations Center activation notification.¹
 - s. Support Emergency Operations Center activation with telecommunications support.¹
 - t. Publicize emergency activation notices and snow emergency declarations.¹
 - u. Support open records requests, as provided by law.
 - v. Support special functions and events with telecommunications resources.²
 - w. Monitor security cameras (e.g. Police Department internal, downtown, Bukolt Park).²
 - x. Answer any direct ring-down phone lines for walk-up after hours service.²
 - y. Perform non-emergency personnel call-ins²
 - z. Provide TIME System support to the University of Wisconsin-Stevens Point.³
 - aa. Support the overnight parking program.²
2. Nothing in this agreement is meant to limit the transfer of any of these duties to more appropriate locations or units.
3. The Portage County Public Safety Communications Policy and Operations Board may be charged with the development of needed procedures for the execution of these duties. All policies shall conform to applicable federal and state law, as well as County Policies.

FOR THE COUNTY OF PORTAGE:

FOR THE CITY OF STEVENS POINT:

John E. Charewicz, Sheriff

Andrew Halverson, Mayor

Date

Date

¹ This shall be subject to procedures properly developed by the Portage County Public Safety Communications Policy and Operations Board.

² Agreed to in principle, subject to a separate agreement to be completed outside of this annex.

³ Agreed to in principle, subject to a separate agreement with the University to be completed outside of this annex.

Annex C – Accretion Agreement
Agreement to Combine the Dispatching Assets of the
County of Portage and the City of Stevens Point into a Unified Communications Center

1. The County of Portage agrees to a onetime offer of employment to each dispatcher currently employed by the City of Stevens Point at the time of the signing of this annex.
2. Each city dispatcher so offered employment shall be offered a position as a County Communications Technicians, as an at will employee, so long as the following requirements and conditions are met by the individual city dispatchers:
 - a. Proper completion of a County application for employment, submitted by a reasonable due date established by the County.
 - b. Properly executed acceptance of employment letter, which the County shall take responsibility for preparing.
 - c. Successful completion of a background investigation. No city dispatcher will be denied employment with the County due to the outcome of this investigation, except where full employment as a telecommunications officer would be precluded by law or policy.
 - d. Successful completion of a drug screening test.
 - e. Participation in a single informal interview by the Sheriff and/or his designee(s). No city dispatcher will be denied employment with the County solely due to the outcome of this interview.
3. Any city dispatcher hired to fill a bona fide vacancy in the City Dispatch Center between March 28, 2013 and the final implementation of a Unified Communication Center shall also be offered a position by the County as an at will employee if such employee was hired by the City with the full advice and consent of the County under the procedure and conditions set forth in paragraph 2.
4. Each city dispatcher shall retain any credit for years of service that they have properly accumulated with the City of Stevens Point at the time of their hire which shall be entered into the County system as the city dispatchers 'benefits date'. The benefits date will be used for the purpose of determining any pay and benefits due, based on the proper placement on the current Portage County wage and benefit scale, as well as the 20 year sick leave conversion threshold so long as such hours transferred are properly paid to the County in accordance with Annex A of this agreement. Such determinations will be made by the Portage County Human Resources Director or designee. The City Dispatchers official date of hire in the County system will be August 4, 2013. City dispatchers hired on August 4, 2013 shall retain their relative seniority amongst each other for department work rule purposes, with their overall county seniority beginning on their date of hire.
5. All city dispatchers shall start their employment with the County in a trial period, as per county policy. Each city dispatcher shall otherwise conform to the remainder of the Portage County policies, and the policies of the Office of Sheriff.
6. The County shall assume responsibility for the issuance of any required uniforms and equipment upon employment.
7. The start date of County employment for each city dispatcher shall be authorized in annex D of this agreement, and developed through the Portage County Public Safety Communications Policy and Operations Board.

8. Any sick leave benefits carried by a city dispatcher at the time of employment by the County may be carried over, subject to any limits placed by the County, and paid for by the City to the County in accordance with Annex A of this agreement.
9. Compensatory time and any holiday pay accrued by city dispatchers prior to August 4, 2013 will be paid out by the City to the dispatcher prior to the August 4, 2013 start date of county employment.
10. After schedule reconciliations are completed, vacation time accrued by city dispatchers prior to August 4, 2013 will be paid out by the City to the dispatcher prior to the August 4, 2013 start date of county employment. Effective on the August 4, 2013 start date, city dispatchers who have become county employees will be credited with prorated county level vacation time, based on the employee's years of service designated in paragraph 4.

FOR THE COUNTY OF PORTAGE:

FOR THE CITY OF STEVENS POINT:

Patty Dreier, County Executive

Andrew Halverson, Mayor

Date

Date

Annex D – Milestone Agreement
Agreement to Combine the Dispatching Assets of the
County of Portage and the City of Stevens Point into a Unified Communications Center

1. The following dates are established for the purpose of coordinating the assumption of City dispatching duties by the County.
 - a. A temporary NG 9-1-1 operations plan shall be developed by the Portage County Public Safety Communications Policy and Operations Board (hereafter “Communications Board”) by June 7, 2013.
 - b. An expanded staffing plan will be completed by the Communications Board by July 2, 2013.
 - c. A transition and training plan will be completed by the Communications Board by June 28, 2013.
 - d. The County shall assume full dispatching responsibilities in a Unified Center effective August 4, 2013 which shall be the county employment start date for dispatchers hired from the City as set forth in this agreement.
2. It is understood that the failure to achieve these milestones by the exact dates listed shall not void this agreement. It is expected that each party shall make a good faith and professional effort to meet these targets as set forth above.
3. The Communications Board shall be vested with the authority to officially move any date back no more than 30 days. Any date greater than 30 days shall be presented to both the Sheriff and Mayor for approval on behalf of their respective units of government.

FOR THE COUNTY OF PORTAGE:

FOR THE CITY OF STEVENS POINT:

John E. Charewicz, Sheriff

Andrew Halverson, Mayor

Date

Date

RESOLUTION IMPLEMENTING EMERALD ASH BORER (EAB) MANAGEMENT PLAN

WHEREAS, the City of Stevens Point is concerned by the threat caused by the insect commonly known as the Emerald Ash Borer (*Agrilus planipennis*) to the City of Stevens Point's ash tree population; and

WHEREAS, an (EAB) infestation is both an environmental and economic threat to the City of Stevens Point; and

WHEREAS, the City of Stevens Point's trees, woodlots, trails, landscapes, natural areas and right of ways represent a valuable and precious asset, necessary to preserve; and

WHEREAS, taking a proactive approach to this infestation will enable the City of Stevens Point to address public and private needs in an efficient and effective manner; and

WHEREAS, the City of Stevens Point will endeavor to distribute the costs associated with certain and massive tree death over a manageable time period, as well as lessen the economic impact that such an extensive loss will have on the quality of life in our community.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF STEVENS POINT, STATE OF WISCONSIN, THAT:

SECTION I: The City of Stevens Point will implement its adopted Emerald Ash Borer Management Plan that outlines the ash tree assets of the City of Stevens Point; defines the management options for ash trees; and details the budget for implementation of the management plan.

SECTION II: The City of Stevens Point Plan will comply with all Wisconsin Department of Agriculture, Trade and Consumer Protection related regulations for handling regulated ash tree related materials upon EAB detection in Portage County.

SECTION III: As the annual budget permits, all removed public ash trees will be replaced with non-host species trees that will enhance the planting site, and add to the diversity and general health of the urban forest as outlined in the City of Stevens Point EAB Management Plan.

SECTION IV: The City of Stevens Point will create and maintain an EAB Informational Page on the City of Stevens Point's website. The City of Stevens Point will provide information to assist residents with the pending infestation and also provide a list of non-host species replacement trees that may be purchased and planted on private property within the City of Stevens Point.

SECTION V: When EAB is detected in City of Stevens Point, ash trees will be managed in accordance with the guidelines outlined in the City of Stevens Point EAB Management Plan.

SECTION VI: This Resolution shall take effect immediately upon its adoption.

Passed and Approved: [Date]

ADOPTED:

[NAME], City of Stevens Point [Title]

ATTEST:

[NAME], City of Stevens Point Clerk

ORDINANCE
Amending the Revised Municipal Code
of the City of Stevens Point, Wisconsin
Chapter 11 Ordinance – City Forester and Forestry

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

Section 1. That Subsections 11.03(2)(c) and Subsection 11.07(2) of Chapter 11 of the Revised Municipal Code of the City of Stevens Point are hereby repealed.

Section 2. That Subsection 11.07(4) of Chapter 11 of the Revised Municipal Code of the City of Stevens Point is hereby amended to read as follows:

(4) Any tree or shrub or part thereof found to be in violation of the provisions of subsection (3) of this section shall be declared to be a public nuisance and shall be subject to abatement as set forth in section 11.06(3) of this ordinance.

Section 3. This ordinance shall take effect upon passage and publication.

Approved:

Andrew J. Halverson, Mayor

Attest:

John V. Moe, Clerk

Dated _____

Passed _____

Published _____

**COMPTROLLER-TREASURER REPORT
for the period ending March 31, 2013**

	Bal Mar. 1. 2013	Receipts	Disbursements	Bal Mar. 31, 2013
GENERAL OPERATING CASH	\$2,005,020.73	\$5,615,178.94	\$4,915,690.75	\$2,704,508.92
WATER & SEWER (CASH & INVEST) (includes airport, transit , stormwater)	\$9,563,950.39	\$954,284.98	\$874,164.20	\$9,644,071.17

INVESTMENTS	Bal Mar. 1. 2013	TRANSFER IN	TRANSFER OUT	Bal Mar. 31, 2013
GENERAL	\$19,262,328.76	\$1,412,649.08	\$4,981,192.66	\$15,693,785.18
SPECIAL REVENUE	\$704,582.96	\$0.00	\$0.00	\$704,582.96
DEBT SERVICE	\$17,830.25	\$0.00	\$0.00	\$17,830.25
CAPITAL PROJECTS	\$14,967,422.93	\$0.00	\$0.00	\$14,967,422.93
ENTERPRISE	\$905,452.29	\$0.00	\$0.00	\$905,452.29
TRUST	\$88,090.99	<u>\$0.00</u>	<u>\$0.00</u>	\$88,090.99
TOTALS	<u>\$35,945,708.18</u>	<u>\$1,412,649.08</u>	<u>\$4,981,192.66</u>	<u>\$32,377,164.60</u>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$2,570,103.00	\$581,726.67	22.63%	GENERAL	\$21,711,448.00	\$12,094,115.85	55.70%
EMERGENCY GOVT	\$1,156,534.00	\$277,218.98	23.97%				
POLICE	\$5,097,379.00	\$1,358,373.77	26.65%				
FIRE	\$4,852,145.00	\$1,253,265.73	25.83%				
PUBLIC WORKS	\$5,630,695.00	\$1,445,717.28	25.68%				
PARK & REC	\$2,015,483.00	\$475,449.08	23.59%				
CAPITAL PROJECTS	\$426,920.00	\$48,642.92	11.39%				
DEBT SERVICE	\$4,789,299.00	\$1,938,679.78	40.48%				

effective 1/1/13 airport and transit will be reported to the Utility Commission

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



Andrew J. Halverson
Mayor
715-346-1570

May 1, 2013

Members of the Common Council
Stevens Point, Wisconsin

The following appointment is recommended for your consideration.

Board of Review – Alternate #1 – unexpired term Curless (expires 04/30/15)
Appoint Fred Steffen, 1310 Rogers Street.

Your confirmation of this appointment would be appreciated.

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

Andrew J. Halverson, Mayor
City of Stevens Point