



PLANNING AND ZONING DEPARTMENT

1462 STRONGS AVENUE, STEVENS POINT, WI 54481 • PHONE: 715-346-1334 • FAX: 715-346-1677

MEETING NOTICE

Portage County CIP/Economic Development Committee
Tuesday, March 19, 2019
8:00 am - Conference Room 5, County Annex
1462 Strongs Avenue, Stevens Point, WI

1. Call to Order
2. Members of the Public Who Wish to Address the Committee on Specific Agenda Items Must Register Their Request at This Time, With Such Comments Subject to the Reasonable Control of the Committee Chair as Set Forth in Robert's Rules of Order
3. Director's Reports:
 - Capital Improvements – Jossie
 - Economic Development / Business Park Update – Schuler
4. Discussion and Action on Minutes of February 14, 2019
5. Discussion/Possible Action:
 - Request for Special Meeting Attendance
 - Approval of Attendance of Special Meetings
 - Special Meeting Attendance Report
6. Discussion and Possible Action regarding Resolution Authorizing A Contract Change Order With Transcendent Technologies, LLC To Provide Tax Management And Land Records Software And Support
7. Discussion/Possible Action on Granting a Utility Easement to Amherst Telephone Company, Pond 4 (north pond along I-39) in the Portage County Business Park
8. Updates on the Bayba/Village Wood Pointe and the Premier Property Management Purchases by County Corporation Counsel
9. Adjournment

NOTICE: *A quorum of the Portage County Board of Supervisors or any committee thereof may be present at this meeting.*

Any person who has special needs and plans on attending this meeting should contact the Planning and Zoning Department as soon as possible to ensure that reasonable accommodations can be made. Telephone 715-346-1334.

PLANNING • ZONING AND CODE ADMINISTRATION • LAND AND WATER CONSERVATION

ON-SITE WASTE • GROUNDWATER MANAGEMENT • ECONOMIC AND BUSINESS PARK DEVELOPMENT

MINUTES

Portage County CIP/Economic Development Committee
February 14, 2019 – 8:00 am – Conference Room 5 – County Annex

Members Present: Haga, Dodge, and Raikowski
Members Excused: Jankowski
Members Absent: B. Jacowski
Others Present: Chris Holman, County Executive; David Ray, Corporation Counsel; Bill Scholfield; Todd Kuckkahn; Erik Carlson
Staff Present: Jeff Schuler and Gayle Stewart, County Planning and Zoning

1. Call to Order

Chairman Haga called the meeting to order at 8:05 am in Conference Room 5.

2. Members of the Public Who Wish to Address the Committees on Specific Agenda Items Must Register Their Request at This Time, With Such Comments Subject to the Reasonable Control of the Committee Chair as Set Forth in Robert's Rules of Order

No one registered to speak.

3. Director's Reports:

- Capital Improvements – Jossie not present
- Economic Development/Business Park Update - Schuler said the maintenance contracts have been renewed for 2019. The performance of the two contractors who stepped in after a bad couple of years was good. They continue to fine-tune the contracts and swap duties here and there. Schuler believes we will have a better year this year than we did last year, and last year was pretty good. They performed very well in their contract, and any place they went over was for obvious reasons.

4. Discussion/Action on Minutes of December 13, 2018

Motion by Dodge to approve the December 13, 2018 minutes as submitted. Motion seconded by Raikowski and passed unanimously by voice vote.

5. Discussion and Possible Action regarding Approval of Contract with Portage County Business Council (Portage County Ordinance 11-11)

Holman explained this was presented verbally and approved in concept at the last meeting. This is the paper contract of what was discussed; there is no difference. Kuckkahn said he certainly appreciates the partnership with Portage County and feels it is at its best point in his four years. He hopes to continue the relationship and knows there will be conversations about the future.

Motion made by Raikowski to approve the contract as presented in the packet. Motion seconded by Dodge and passed unanimously by voice vote.

6. Enter into Closed Session Pursuant to Wis. Stat. Sec. 19.85(1)(e) for the purpose of deliberating or negotiating the potential sale of public properties and conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Deliberation and Negotiation for the Possible Sale of Real Estate the County Owns in the Portage County Business Park

Motion made by Dodge to enter into closed session. Motion seconded by Raikowski and passed 3-0 by roll call vote.

7. Reconvene into Open Session Pursuant to Wis. Stats. Sec. 19.85(2) for Discussion/Possible Action on the Aforementioned Closed Session Item, if Necessary

Motion made by Dodge to reconvene into open session. Motion seconded by Raikowski and passed 3-0 by roll call vote.

- a. Action on Item 6 by CIP/EDC – No action taken.

8. Adjournment

Motion to adjourn made by Raikowski, seconded by Dodge, and passed unanimously by voice vote. Meeting adjourned at 8:56 am.

Respectfully Submitted,

Al Haga, Chair

Gayle Stewart, Recording Sec.

Date

DRAFT

RESOLUTION NO. _____

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS:

RE: AUTHORIZING A CONTRACT CHANGE ORDER WITH TRANSCENDENT TECHNOLOGIES, LLC TO PROVIDE TAX MANAGEMENT AND LAND RECORDS SOFTWARE AND SUPPORT

WHEREAS, the Portage County Board authorized a contract by resolution 223-2016-2018 with Transcendent Technologies for Tax Management and Land Records software and support for a five year period beginning January 17th, 2018 through January 16th, 2023 for an estimated cost of \$361,000 for software, data conversion, implementation, training, and support; and

WHEREAS, Portage County's internal control and financial systems are more robust than other counties, thus requiring more customization than was known at the onset of contract negotiations; and

WHEREAS, the project involved multiple County departments and the County system as a whole and led to more hours for implementation and testing than other Transcendent customers; and

WHEREAS, the scope of the project and lack of available staff resources led to a need for project oversight and management that was not anticipated or fulfilled; and

WHEREAS, staff has worked closely with the vendor and identified deficiencies in the zoning area and all needed strategies to mitigate those deficiencies and move the project forward toward completion; and

WHEREAS, Portage County needs to purchase additional implementation and training services as well as a zoning software component; and

WHEREAS, the additional project costs have been successfully navigated by the Finance and Purchasing departments; and

WHEREAS, In order to comply with the Portage County Purchasing Ordinance 3.7.11 Contracts and Leases, all leases or contracts for services exceeding \$25,000 must have governing committee approval, furthermore, any contract over \$100,000 must also be approved by resolution of the County Board.

FISCAL NOTE: Resolution 223-2016-2018 previously appropriated \$180,175 for the software and implementation of the tax management and land records system. A change order in the amount of \$119,825 comprised of \$78,545 for implementation and training services related to the tax and land records system and \$41,280 for the addition of zoning software and implementation services.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors hereby authorizes the change to the agreement with Transcendent Technologies, LLC to provide additional Tax Management and Land Records implementation services and additional software as described in this resolution.

DATED THIS 16TH DAY OF APRIL, 2019.

RESPECTFULLY SUBMITTED,

PORTAGE COUNTY FINANCE COMMITTEE

DATE: April 1, 2019

Jeanne Dodge, Chair

Dennis Raabe

James Gifford, Vice Chair

Larry Raikowski

Dave Ladick

PORTAGE COUNTY CAPITAL IMPROVEMENTS/ECONOMIC DEVELOPMENT COMMITTEE

Date: March 19, 2019

Al Haga, Chair

Larry Raikowski

Jeanne Dodge

Donald Jankowski

Barry Jacowski

Document No.

**UTILITY EASEMENT
AGREEMENT**

Return to:
Jeff Rice
Mi-Tech Services, Inc.
PO Box 107
Weston, WI 54476

281-23-0802100004
Parcel Number

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by Portage County (the *Owner*) to Amherst Telephone Company (the *Utility*).

RECITALS:

A. The Owner is the fee holder of certain real property in the City of Stevens Point, County of Portage, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The Utility has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *Utility Easement Area*).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** The Owner grants to the Utility, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove communication facilities consisting of a controlled environment vault, buried cables, wires, air-conditioning equipment, and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. All improvements shall be located below grade. The Utility agrees to construct all such improvements no later than August 1, 2019 (the *Final Completion Date*).

2. Temporary Construction Easement. During the period of construction or installation of improvements within the Property, the Utility shall have a Temporary Construction Easement over those portions of the Property located within ten (10) feet of both the northerly and southerly boundaries of the Utility Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 1, above, or (b) the Final Completion Date as specified in Section 1, above.

3. Indemnification. The Utility shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Utility's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the negligence or misconduct of the Owner or its agents or employees.

4. Consistent Uses Allowed. The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Utility's full enjoyment of the Easement rights granted in this Agreement.

5. Restoration of Surface. The Utility shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Portage County, Wisconsin.

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

14. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Dated: _____, 2019

Owner

Portage County

By: _____
Chris Holman
Portage County Executive

Utility

Amherst Telephone Company

By: _____
Carl Bohman, its authorized representative

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF PORTAGE

This instrument was acknowledged before me on _____, 2019, by Chris Holman.

(Insert Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF PORTAGE

This instrument was acknowledged before me on _____, 2019, by Carl Bohman.

(Insert Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by
David A. Ray, Portage County Corporation Counsel

EXHIBIT A

Outlot One (1) of Certified Survey Map No. 6714, recorded December 1, 1997 as Document No. 532138, located in Volume 24, Page 237 of Certified Survey Maps, and being a part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 2, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

EXHIBIT B

UTILITY EASEMENT AREA

The Northerly 16.5 feet of the Southerly 46.5 feet being a part of Outlot 1 of Certified Survey Map 6714 identified in Exhibit A hereto and abutting the existing Water & Sanitary Sewer as shown on said Certified Survey Map 6714.