

MINUTES

Portage County Economic Development Committee  
August 20, 2009 – 7:00 am – Conference Room 5

Members Present: Olson, Pazdernik, Idsvoog, and Gifford  
Member Excused: Patton  
Staff Present: Schuler, Lucht, and Cummings, Portage County Planning and Zoning Department  
Others Present: Mark Maslowski, County Executive; Mike McKenna, Corporation Counsel; Michelle and Chris Peariso, Adventure 212; and Kevin Kawleski, Portage County Bank

1. Call to Order

Chairman Idsvoog called the meeting to order at 7:00 am in Conference Room 5 of the County Annex.

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

No one registered to speak.

3. Discussion/Action on Minutes from July 28, 2009

With no discussion necessary, Olson moved to approve the July 28, 2009 minutes and Pazdernik seconded the motion, which passed by voice vote.

4. Discussion/Possible Action on Request by Little Scholars Beginnings Child Care, corner of Business Park Drive and John Joanis Drive, for a Waiver from Portage County Business Park Deed Restrictions and Protective Covenants Section X(B) Prohibiting Fences in the Professional Office Development Area

Idsvoog noted requests for fences have been granted previously and he sees no reason to deny this request. Olson moved to approve a waiver from the Portage County Business Park Deed Restrictions and Protective Covenants Section X(B) prohibiting fences in the professional office development area as requested by Little Scholars Beginnings Child Care to install a fence around the play area and Pazdernik seconded the motion, which passed by voice vote.

5. Discussion/Possible Action on Request by Adventure 212, 3217 John Joanis Drive, for a Waiver from Portage County Business Park Deed Restrictions and Protective Covenants Section VII(A) Prohibiting the Use of Exterior Gutters and Downspouts

Idsvoog noted requests for gutters have previously come before the Committee. Schuler provided photographs of gutters found on buildings within the Business Park; both those with and without permission being granted by the Committee. Pazdernik clarified the gutter request deals with a section above a doorway and C. Peariso replied yes, above the employee entrance door. Olson asked if the building's roof was flat and C. Peariso said no, it is a sloped roof. M. Peariso added that the area in question ices-up in winter and is a hazard. Pazdernik moved to approve a waiver from the Portage County Business Park Deed Restrictions and Protective Covenants Section VII(A) prohibiting the use of exterior gutters and downspouts as requested by Adventure 212 to install a gutter and downspout over the employee entrance doorway and Gifford seconded the motion, which passed by voice vote.

6. Update on Portage County Business Park Issues

Schuler stated work on additional sidewalks within the Park continues with the City of Stevens Point. He also noted the recently constructed intersection on County Road HH came in under budget. Schuler reported that Scholfield could not be present today and he had nothing to report.

7. Approval of Bills

No bills to approve.

8. Adjournment

With no further business to come before the Committee, Olson moved to adjourn and Pazdernik seconded the motion. Meeting adjourned at 7:06 am by voice vote.

Respectfully Submitted,

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O. Philip Idsvoog, Chair

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Paula Cummings, Rec. Secretary

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Date

## MINUTES

Portage County Economic Development Committee

July 28, 2009 – 7:00 am – Conference Room 5

Members Present: Patton, Olson, Pazdernik, Idsvoog, and Gifford  
Staff Present: Schuler, Portage County Planning and Zoning Department  
Others Present: Mark Maslowski, County Executive; Mike McKenna, Corporation Counsel; Bill Scholfield, Scholfield Group; Jay Johnson, Ellis Stone

### 1. Call to Order

Chairman Idsvoog called the meeting to order at 7:00 am in Conference Room 5 of the County Annex.

### 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

No one registered to speak.

### 3. Discussion/Action on Minutes from May 4, May 7, and June 8, 2009 Meetings

With no discussion necessary, Gifford moved to approve the May 4, May 7, and June 8, 2009 minutes and Olson seconded the motion, which passed by voice vote.

### 4. Discussion/Possible Action on Request by Children's Discovery Center Project for a Waiver from Portage County Business Park Deed Restrictions and Protective Covenants Section X(B) Prohibiting Fences in the Professional Office Development Area

Schuler stated there are two items on the agenda related to the Children's Discovery Center project, and this item deals with a fence. When Little Scholars Day Care came into the Business Park they requested, and were granted, a waiver for a fence, citing safety and security concerns. This request is similar. Upon review, staff finds the fence attractive, solid, sturdy, and will add a lot to the property. Staff recommends approval.

Idsvoog asked the height of the fence and Schuler replied 5 feet. Pazdernik asked if the fence is similar to the one installed at the first Little Scholars development. Schuler referred members to an illustration of the proposed fence. Patton asked if landscaping requirements would be met and do shrubs need to be installed along the fence. Schuler added that only certain portions of the property would be fenced, if approved.

Patton moved to grant a waiver from the Portage County Business Park Deed Restrictions and Protective Covenants to allow a fence in the professional office development area for the Children's Discovery Center project as described and Pazdernik seconded the motion, which passed by voice vote.

### 5. Discussion/Possible Action on Request by Children's Discovery Center Project for a Clarification or Waiver from Portage County Business Park Deed Restrictions and Protective Covenants Section XIV(B) Requiring the Use of High Pressure Sodium Exterior Lighting

Schuler stated when the Business Park Protective Covenants were written in the mid-1990's high pressure sodium lights were required and other types of lighting prohibited as listed. The applicant has come forward seeking a waiver for LED lighting, which is new technology. This lighting is energy efficient and provides appropriate light. This type of lighting can be engineered to have different types of looks to it and the look chosen mirrors high pressure sodium. LED lighting is not specifically listed in the Covenants; therefore, they have come forward with a request for a waiver. Staff feels this technology is becoming more widespread and is likely to come forward again in the future. Staff recommends approval to see if it does match the look of high pressure sodium lighting, which staff believes it does, and was selected to preserve uniformity across the Business Park.

Pazdernik clarified that LED lighting technology is made to look like the allowed, high pressure sodium lighting. Schuler replied yes, the same spectrum and same look. Olson asked the color of the lighting and Schuler replied it is an amber color. Johnson stated LED was developed to replace high pressure sodium lighting for street lights and is more energy efficient.

Pazdernik moved to approve a waiver from the Portage County Business Park Deed Restrictions and Protective Covenants to allow LED lighting for the Children's Discovery Center project as presented and Olson seconded the motion, which passed by voice vote.

Gifford suggested that if this lighting technology looks good, the Business Park Covenants should be changed to eliminate the need for a waiver on future requests. Idsvoog asked for this item to be on a future agenda.

6. Discussion/Possible Action on Request by Portesi Pizza for a Waiver from Portage County Business Park Deed Restrictions and Protective Covenants Section XI(B) Regarding Limiting the Number of Corporate Identity Signs to One

Schuler stated no one is present representing Portesi Pizza. Schuler went on to state that after many years in the Business Park without a sign, Portesi Pizza applied for and was approved a sign facing Interstate 39 along the north elevation roofline. Rusty Mitch, of Portesi Pizza, felt he wanted a sign on the south elevation that faces down Business Park Drive. Mitch contends he would like to have his logo on the side of the building so as people travel up Business Park Drive they can identify Portesi Pizza and drive in.

Gifford stated Mitch constructed the building understanding the restrictions and he sees no reason to grant a waiver for the sign. Gifford asked who comes to Portesi Pizza and Olson replied it is a distribution site. Schuler clarified it is a manufacturing site. Scholfield added they are producing on site, providing tours of the operation, and part of the change of corporate identity has been "here is where we are and we would like you to come in and learn more about us." He felt that is something that has been changing, corporate branding, which has become a much hotter item. Gifford felt if you grant this waiver, everyone with a corner lot could request a second sign. Schuler felt particularly with the childcare center under construction next door; they would probably come in seeking the same thing.

Olson asked about sign waivers in the past. Schuler replied there have been sign waivers granted, but never for two signs on a corner. Waivers were granted for unique circumstances such as Adventure 212° and Travel Guard.

Idsvoog asked whether it would be prudent to review the entire Covenants, if this waiver was granted. Gifford asked if the other sign was already installed and Schuler replied no. Schuler also noted there was a discussion regarding monument sign versus wall sign and Mitch chose to pursue a wall sign. Patton felt as the Business Park grows, people will be driving through looking for things, and it is hard to navigate the Park for someone who has never been there. Patton felt, at this time, when you drive by Portesi Pizza, you do not know what it is and he would like to see approval of the waiver.

Patton moved to grant a waiver from the Portage County Business Park Deed Restrictions and Protective Covenants to allow an additional sign for Portesi Pizza, Olson seconded the motion.

Idsvoog stated that if this is approved, he wants the sign ordinance on the next agenda because it appears the ordinance will no longer be followed. Schuler asked whether there a compelling need for this additional sign. He further added it would be nice if Mitch were here to explain the depth of his need. Mitch currently has a vinyl door sign and Mitch feels if anyone is parked in his lot, that sign is obstructed. Schuler stated he seems to hear the Committee saying "what the heck" and throwing their arms up without reason to dismiss the Mitch request. Schuler felt to make a Committee decision, there should be compelling reasons for the need or not. If the Committee is convinced this is a totally justified sign, you are well within your rights to approve it. If you need more convincing, Schuler would suggest asking Mitch to appear before the Committee and explain his need. There is a retail aspect to this type of request, but Portesi Pizza is not a retail use; it is at the southern edge of the northern industrial part of the Park. Schuler felt Mitch has concerns about people finding his building, but right now, it is only a comment on his part. A better decision may be made by members, if Mitch could personally express and explain his need.

Patton said looking at the sign, it is not square and it appears additional wording would be used. Schuler replied no, that is the only word on the sign, Portesi.

Idsvoog asked the Committee to table this request and invite Mitch to the next meeting, and that the Covenants be put on the agenda for review. Gifford stated, regardless of what Mitch says when he appears before the Committee, he is voting against it. Gifford added that if you make the exception, you might as well throw the sign ordinance out. He then acknowledged the Park tenants who have lived with and abided by the rules. McKenna pointed out that changing the Protective Covenants is not nearly as easy as changing an ordinance. Changing Protective Covenants should not be taken lightly; it is not a minor matter and is very involved. The whole scheme of this is to address individual requests that show just cause for a waiver. Idsvoog replied he

understood that, but felt the Committee is making shambles of the rule. Schuler felt, for the most part, the rules have worked well. Waivers granted have been for unique circumstances and that is the only point for making a waiver; to address circumstances not anticipated by the Protective Covenants. Scholfield stated waivers are made on merit; does the waiver make sense to the Committee. Scholfield added that the Committee has dealt with technology changes as well. Protective Covenants are the baseline. Scholfield said in the City when someone comes in with a variance request, the request goes through a review process; rules are not changed. Scholfield suggested not changing the Protective Covenants. Rather, keep addressing waiver requests on merit. He stated that he agrees Mitch should come before the Committee and explain himself.

Gifford stated that the basic reason for the second sign, as we have it here today, is that Mitch wants it. If this were a retail business that people were having trouble finding, then I would seriously consider the waiver. Truck drivers delivering materials and such will find the location. Schuler felt they have found the site for the four years that Portesi Pizza has been in the Park. Schuler worries a bit about setting precedence. Adding, he is unaware of an outstanding need for the Little Scholars site second sign, but if this were granted, there would be no reason not to give them one as well. Gifford felt Little Scholars would have a more compelling reason because grandparents and others may be authorized to pick-up a child and must be able to find the location. Gifford finds no compelling need for an additional Portesi Pizza sign.

Idsvoog called for a vote on the motion on the floor to grant a waiver from the Portage County Business Park Deed Restrictions and Protective Covenants to allow an additional sign for Portesi Pizza. Voice and hand vote revealed one voting aye (Patton) and four voting nay; motion failed.

7. Discussion/Possible Action Regarding Special Event License Agreement for the Midwestern Recumbent Bike Rally, August 7, 8, and 9, 2009 (Rolf Garthus/Hostel Shoppe)

Idsvoog noted this is an annual request. Schuler stated the event took a year off. It is back in the Park now at a smaller scale. The proposed license is based on previous ones, with a couple modifications. Staff recommends approval.

Olson moved for approval of a special event license for the Midwestern Recumbent Bike Rally and Pazdernik seconded the motion. Gifford asked whether, in the past, the event had to use the vacant lot in the Park for parking and has it damaged the vacant lot. Schuler replied they have used it for parking and have not caused damage. Motion passed by voice vote.

8. Adjournment

Patton moved to adjourn and Olson seconded the motion. Meeting adjourned at 7:17 am by voice vote.

Respectfully Submitted,

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O. Philip Idsvoog, Chair

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Paula Cummings, Rec. Secretary

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Date

MINUTES

Joint Meeting

Portage County Economic Development Committee  
and Portage County Finance Committee  
June 8, 2009 – 7:00 am – Conference Room 5

EDC Members Present: Patton, Olson, Pazdernik, Idsvoog, and Gifford  
Finance Members Present: Krogwold, Krems, Butkowski, Gifford, and Pazdernik  
Staff Present: Brazzale, Schuler, and Cummings, Portage County  
Planning and Zoning Department  
Others Present: Mark Maslowski, County Executive; Mike McKenna, County  
Corporation Counsel; Richard Holden and Dan Schlutter,  
Village of Plover, Jay and Tina Arend, Jaytina, LLC; Doug  
Radtke, County Board; and Trisha Heyman, County  
Finance

1. Call to Order

EDC Chairman Idsvoog called the meeting to order at 7:00 am in Conference Room 5 of the County Annex.

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

No one registered to speak.

3. Discussion/Action on Resolution Regarding Portage County's Participation in the Wisconsin Community Development Block Grant for Economic Development Program Relating to Jaytina, LLC (Economic Development Committee Action)

Brazzale explained the proposed development, Jaytina, LLC, will be located in the Village of Plover. The Wisconsin Department of Commerce has approved Jaytina's application for Community Development Block Grant-Economic Development (CDBG-ED) funds. The Village of Plover cannot administer these funds because it would put the Village over its CDBG capacity. Therefore, Portage County was approached to administer the funds, which will be paid back to Portage County and revolve out to other businesses in support of economic development here. If the State would administer the funds, the money would be paid back to the State. Brazzale noted these funds, when repaid, will ultimately end up in the Regional Revolving Loan Fund, which is in process of being created. The resolutions, if approved, will go before full County Board on June 16.

Olson moved to approve the resolution regarding Portage County's participation in the Wisconsin Community Development Block Grant for Economic Development Program relating to Jaytina, LLC, and Patton seconded the motion.

Krems asked the fiscal track record of Jaytina. J Arend explained he has operated businesses in Portage County since 1983, has enjoyed working with Village of Plover officials through the years, and they plan to stay in the area. With the closing of Basic American, Jaytina will bring something new into the food industry. He added the project consists of an \$8 million dollar building, with another \$8 million dollars in equipment, of which 20% they capitalized on their own. The business will bring 98 jobs to the area.

Motion passed by voice vote.

4. Authorization for Acceptance of a Community Development Block Grant for Economic Development from the Wisconsin Department of Commerce Relating to Jaytina, LLC (Finance Committee and Economic Development Committee Action)

Krems moved to authorize acceptance of a Community Development Block Grant for Economic Development from the Wisconsin Department of Commerce Relating to Jaytina, LLC and Krogwold seconded the motion.

Gifford asked where the funds are coming from. Holden replied they are federal dollars funneled through the State of Wisconsin. Radtke asked when the money would be received and Cummings replied as soon as she receives paid invoices for equipment being purchased with the money, she would send the information to the State. The State will then automatically deposit the funds into a County account to be dispersed to Jaytina, LLC. It is a reimbursement process. J Arend stated the name Jaytina will change as they are going through the business branding process at this time. Gifford asked about the equipment being purchased, and Cummings replied there would be a UCC filing by Portage County on those items. T Arend stated the equipment has been purchased and project construction has started.

Motion passed by voice vote.

5. Adjournment

With no further business to come before the Economic Development and Finance Committees, Patton moved to adjourn and Pazdernik seconded the motion, which passed by voice vote.

Respectfully Submitted,

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O. Philip Idsvoog, Chair

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Paula Cummings, Rec. Sec.

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Date

## MINUTES

### Portage County Economic Development Committee

May 7, 2009

7:00 am – On-Site Visit of Travel Guard Site in Portage County Business Park

Approximately 7:45 am – Conference Room 5, County Annex

Members Present: Patton, Olson, Pazdernik, Idsvoog, and Gifford  
Staff Present: Schuler, O'Connell, and Cummings, Portage County Planning and Zoning Department  
Others Present: Bill Scholfield, Scholfield Group; and John Gardner, Stevens Point Community Development Director

#### 1. Call to Order

After an on-site visit of the Travel Guard site in the Portage County Business Park, which began at 7:00 am, Chairman Idsvoog called a meeting of the Economic Development Committee to order at 7:50 am in Conference Room 5 of the County Annex.

#### 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

No one registered to speak.

#### 3. Discussion and Possible Action on Granting a Drainage Easement to Allow Storm Water from the Travel Guard Site to Drain North to the Existing Business Park Retention Pond

Idsvoog stated after the on-site there is a better understanding of the history of this issue, but members feel they do not want to go forward with this until they receive a defined, updated document dealing with the issue, and questions raised are satisfied and updated. Schuler suggested any motion today would be to accept the concept subject to final language. Schuler explained if the County was to go along with what the current document says, in concept, that is what you would do, or you could say no, keep the contract as it is.

Gifford stated the language of the contract is clear. Gifford asked if something happens to the pond and other tenants ask why they should pay extra for this because the contract says whoever owns the property is going to use it, then what happens. Patton asked if Gifford was suggesting the contract be rewritten, and then null and void the other two that are out there; the drainage easement and the contract between the City and TOLD. Schuler interjected there is no drainage easement and you would not undo the sales contract; rather, you would create an easement that carried out the section dealing with this. Scholfield said you would agree to an easement with the calculations, proper filings, and triggers. Schuler noted the whole purchase contract was written with the City and it transfers to whoever owns the property. Idsvoog clarified you would be amending the section that says they would pay for all pond maintenance. Scholfield clarified the sales contract is complete and the County is making an agreement post-fact. You would not be voiding the sales contract. The sale has taken place between the City and County, but there is a floating contingency dealing with drainage. Idsvoog felt as part of the contract the condition of the use of the pond was that Meridian would pay 100% and Scholfield replied correct. Gifford corrected that the contract refers to "owner" not Meridian specifically and what the County would be doing is attaching a new condition on that piece of property regardless of who owns it.

Idsvoog asked Schuler to clarify, that from a Planning and Zoning Department standpoint, we are better off with water going into the pond than no water going into the pond. Schuler replied that based on information from the Highway Department, the pond can use water; if the water level gets low, we historically have pumped water ourselves from across the Park into the pond. Idsvoog stated the developer digging their own pond does not make a lot of sense. He is concerned that the County always seems to "wind up holding the bag" on this, and whatever language we end up putting into the easement should be precise enough that anyone can understand when more water goes into the pond than was originally defined the owner pays. Secondly, Gifford asked what teeth the County has in the language to enforce it. History has been so far that they do what they want. Gifford asked what would be the advantage to the developer digging their own pond that they have to maintain; why not simply do something with the existing pond. Either things stay the way they are or the developer ends up paying for the pond, felt Gifford.

Gifford suggested because the developer wants the option to do something that originally was not allowed, there would be an annual fee to do this. Scholfield noted the developer owns 20 acres of 200+ acres draining to that pond now. Gifford added that everyone in the Park is being assessed for the pond's maintenance, and this developer wants something more for the same assessment rate others are paying. Scholfield replied that is not their argument; the developer is saying they are draining less. Schuler said Gifford's point is with the developer able to drain into the pond directly, they have a benefit others do not have, and that is true. Scholfield reminded members a street used to be there. Schuler added in terms of what goes into the pond, it has always been public street flow. Now you are accepting private flow, and it does not make a difference if it is the same amount or less, but it is the nature of its origin that makes it different. The question becomes, what is the fair amount. Scholfield explained the developer's yearly maintenance charge would have a charge related to that pond specifically because the County has allowed them to use the pond, where we have allowed no one else in the Park to do that. Schuler felt they would get their standard charge for maintenance for the Park, in addition to a personal bill related to being allowed to drain into the pond. Scholfield cautioned this is setting ground rules for possible similar requests. Gifford stated it strikes him that no one thinks a contract with Portage County means anything; you sign it and then you change it. Scholfield felt that is not unusual because if there are covenants and restrictions, it really is a policing issue, and changes do not only involve land, but also involve zoning, etc.

Idsvoog asked Schuler if he agrees in principal that there is an added benefit in terms of Travel Guard's particular situation that justifies some type of additional fee that would represent fairness. Idsvoog then suggested bringing back an updated plan, map, and a recommended fee that makes sense. Gifford asked what current maintenance fees are at this time. Schuler replied fees are based on the tenants' acreage in the Park. Scholfield asked whether the Committee was leaning toward that fee, plus a flat fee on the pond. Schuler asked that to be clarified; is it a flat fee, a percentage fee, etc. Pazdernik felt there should be a flat fee only if more water is going into the pond. Schuler said that brings everyone back to the original issue offered by the developer who feels they will not drain more to the pond.

Gifford asked what happens if the roof material deteriorates and contaminants from the roof go into the pond. Schuler replied roof contaminants would go into the building. O'Connell stated the water going into the pond from the development would be substantially cleaner than what drained in there previously. Street runoff contaminants drained into the pond before. Scholfield asked if he has another buyer and you open the door saying we are charging Travel Guard a flat fee, plus their assessment, because they are draining to the pond, you open the door back up to the question of "why can't we use the pond." Scholfield is not sure whether Portage County wants to open that door with Ministry Health to the north, which does not have a pre-agreement. Gifford asked if we do what we want, what stops Ministry Health from saying we want to do it too. What ground does the County have to say you cannot do it? Scholfield replied that Ministry Health has an advantage that TOLD/City did not, by having their building designed before construction starts.

Schuler sees part of the problem with the issue is that if you talk to the Highway Department and they are able to provide an approximate cost for maintenance of that pond property (approximately \$11,000 in 2008), the cost includes mowing, tree/shrub maintenance, fertilizing, irrigation, aerator/fountain maintenance, and it is out of that large amount that a portion deals directly with the pond. TOLD could argue they are taking over the pond, not the grass or trees, and then how do you quantify that without detailed records on maintenance. If you cannot figure out annual costs, how do you figure out what to charge them for using the pond? Gifford stated he does not think the dollar amount needs to be huge, but the notion ought to be that Travel Guard wants something more than everybody else is getting, so there should be some cost to that. Schuler felt everyone agrees with that in concept. Gifford felt the drainage does not need to be measured, the County would say in order to have this special privilege, you will pay us an annual fee to be able to do it.

Scholfield said he sees validity in assessing a flat annual fee to use the pond above and beyond the regular assessment. That meets the County's goal, keeps a trigger in place, and takes an action that if you do this, you will be charged. This also provides plausible deniability. Scholfield added that Portage County needs water in the pond; it is an amenity. Idsvoog asked Scholfield if he had a problem with the concept. Scholfield replied we do not know what their triggers are or whether Travel Guard will ever expand. The founder of the company is gone, so the same driving force is no longer there.

O'Connell felt the question is at what level is there an additional fee. He added a basin is not as expensive to construct because you are dealing with clean water, which will not require pretreatment, etc. O'Connell said he wanted the Committee to be aware of that fact because depending on the amount of annual fee you charge, it may be cheaper to develop their own. Scholfield stated, as the County's marketing agent, he does not mind being cornered because the Committee has analyzed the situation and added a charge.

Idsvoog asked that an updated easement agreement be brought back for consideration that includes a flat fee. Gifford asked for a flat annual fee; nothing that involves yearly monitoring of use. Schuler noted he is unavailable the remainder of the month, but if the Committee were to meet in his absence, Corporation Counsel McKenna is comfortable with the nature of the problem and O'Connell would be available to discuss technical aspects. What is needed is the cost. Idsvoog asked if updated maps would be available in two weeks. O'Connell stated the maps are virtually done at this time. Schuler added the engineering firm will be submitting a document soon and TOLD understands that is needed prior to Committee final action. Gifford said the question remains what user fee are we all comfortable with assessing. Gifford felt another problem is Travel Guard may never expand, or within a year, they could fully expand. Scholfield stated that was already addressed in the agreement. Travel Guard was already offering to pay the County, if they created more drainage. Schuler added that the original approval for drainage is based on future expansion. The easement we are discussing includes three wings that are not there yet and parking lots. Therefore, only if they build out to the maximum, will they send as much water as the easement says is okay to send to the pond. Only approximately one-third of what ultimately will go to the pond is going to the pond at this point. Gardner added it has been announced that Travel Guard is bringing 50 jobs here from Houston, so do not cut out expansion just yet. Schuler asked the day one employee expectation and Gardner replied somewhere between 700 and 800. Gifford felt they would not have a problem with a \$250 flat annual fee for pond use.

Idsvoog asked that information be brought back in two weeks and he will work with McKenna on this issue and set a meeting date. Scholfield asked for clarification that in principal, Travel Guard does not have to start digging its own pond and Schuler replied no. Gifford felt the Committee should supply an annual fee number to McKenna and \$250 was discussed.

Gifford noted recent discussions regarding paths in the Park and asked who will be responsible for maintaining them. Scholfield replied meetings have been held with Park tenants, it has been discussed as a possible assessment, and no clarification has been reached. He added if the path is assessed to the property owner, eventually it will be transferred over to the City, and property owners can argue with the City. Idsvoog asked for this to be a special meeting to give definition as to who will pay for these paths, who will maintain them, etc. Scholfield added that Schuler has done a nice job of advancing the process of trying to clarify those things.

#### 4. Adjournment

With no further business to come before the Committee, Pazdernik moved to adjourn and Olson seconded the motion. Meeting adjourned at 8:15 am by voice vote.

Respectfully Submitted,

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O. Philip Idsvoog, Chair

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Paula Cummings, Rec. Secretary

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Date

## MINUTES

Portage County Economic Development Committee

May 4, 2009 – 7:00 am – Conference Room 5

Members Present: Patton, Olson, Pazdernik, Idsvoog, and Gifford  
Staff Present: Schuler and Cummings, Portage County Planning and Zoning Department  
Others Present: Mark Maslowski, County Executive; Bill Scholfield, Scholfield Group; Mike McKenna, County Corporation Counsel; John Kneer and Jeff Bahling, Rettler Group; and David Guld, Finishing Touch

### 1. Call to Order

Chairman Idsvoog called the meeting to order at 7:00 am in Conference Room 5 of the County Annex.

### 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

John Kneer and Jeff Bahling, Rettler Corporation, registered to speak in regard to agenda item #4.

### 3. Discussion/Action on Minutes from the April 20, 2009 Meeting

With no discussion necessary, Patton moved to approve the April 20, 2009 minutes and Pazdernik seconded the motion, which passed by voice vote.

### 4. Discussion and Possible Action on Various Project Elements for the Travel Guard Development (Includes Covenant Waiver for Number of Signs; Landscaping Plan; and Approval of a Drainage Easement for Use of the Pond North of the Travel Guard Site)

Schuler recommended first discussing the issue of signage. He described there are four proposed signs, two wall mounted and two monument, for this 20 acre site. Covenants allow a single sign per site, while double frontage sites (not a corner lot, but a lot fronting on two streets) are allowed two signs. Having more than double frontage is not addressed in the Covenants because it was not anticipated. Schuler explained that technically, this site has I39 frontage, Business Park Drive frontage, and the Vern Holmes Drive cul-de-sac into the site from the south. As plans are developing for the site, Vern Holmes Drive is the main entrance, which makes it a street frontage. Three sides of this parcel could warrant signage, and they have come in with a plan for four signs, including two signs on the very top of the east and west elevations on the building and the other two are monument signs.

The Vern Holmes Drive sign is proposed on a planted median, coming in to a fully landscaped boulevard up to the building. The Business Park Drive sign is also set in a landscaped area. Schuler stated covenants allow a waiver for an additional sign. The Committee must decide, given various details of the site development and individual circumstances, whether this warrants an additional sign. Looking at the large, 20 acre size of the site, which is the largest piece in the park, and given the nature of the wall signage and location of the monuments, it seems two signs would be visible at one time, felt Schuler. It would not appear to be an unbelievable amount of signage. Schuler stated the general intent of the Covenants is to have moderate, subdued, up-scale, non-imposing signage per site. Therefore, Schuler felt there might be merit in allowing this additional wall sign. It was further noted that all signage meets dimensional requirements of the Covenants. The signs are compliant; the decision is on the additional sign.

Idsvoog asked, for the sake of argument, if he accepts the signage logic as described and it is a reasonable request, what do we say to other clients in the Park seeking additional signage. Schuler felt the Committee would listen to individual arguments on individual cases. He felt it was by no means opening floodgates. On smaller sites, there would have to be very special circumstance to need an additional sign. Idsvoog asked Schuler to clarify that what makes this a reasonable request in his point-of-view, is the size of the site being 20 acres. Schuler replied the size of the site, the size of the building, and the proposed sign locations, makes this a reasonable request to him. Scholfield noted the signage battle usually involves the size of the sign, which is not the case in this request.

Pazdernik asked the actual sign locations and Guld provided diagrams. Idsvoog asked whether there would be a problem, if the Committee agrees to the additional sign, with the signs staying exactly as proposed and not moved. Guld explained the landscape plan has already taken into account each sign location. Idsvoog replied he understands that, but is asking whether there will be a problem being restricted to that because often times things change. Guld replied no, it would not be a problem because the signs are going to be located exactly as planned and presented today. Idsvoog stressed, if the Committee allows the additional sign, you will not be allowed to change the sign location; and Guld replied he understands and that is correct. Idsvoog asked again if there will be a problem with this restriction on sign location and Guld replied no, no problem. Idsvoog felt any action taken should include this restriction.

Olson asked if the directional signs were fine and Schuler replied yes. Pazdernik asked if it is normal to only have one sign on a building. Schuler replied Covenants say, as a single business on a single site, you can either have a wall sign or a monument sign, but not both. If the site fronts two streets (not on a corner), you can have two; two walls, two monuments, or one of each. Gifford asked how you can front two streets and not have it be a corner. Schuler referred to a map of the site and Gifford replied he thought "fronting" meant your property abuts the street. Pazdernik asked to clarify that because there are three streets, they can have three signs; and Schuler replied correct, because there are three streets. Gifford said you could see the building from four different streets. Schuler replied the site does not physically run up to that street. Schuler referred to the signage diagram pointing out the sign facing I39 on the top of the building, the sign on top of the building facing in to the Park, and the monument signs located on the ground near the driveways.

Gifford asked why the County bothers with Business Park Covenants when we waive every restriction we have. Schuler suggested the Committee could vote no; it is the Committee's consideration and decision whether the waiver, which is allowed by Covenants, is acceptable in this case. Schuler explained it is not a situation of not having rules; it is a question of properly applying the rules that are in place.

Kneer asked the original amount of lots allowed on this 20-acre site and Schuler replied five, which would have allowed more signage.

Patton moved approval of the additional sign and sign locations as designated on the landscape plan presented today. Idsvoog clarified there will be no waiver from the signage layout presented today. Olson seconded the motion, which passed 4 to 1, with Gifford voting nay.

Schuler moved onto issue two, dealing with drainage. He explained that approximately one year ago the Committee took action stating it was okay for Travel Guard to use the pond north of its site for their drainage. The contract to purchase and development agreement said Travel Guard could use it, but would be responsible for taking care of the pond. Travel Guard has come back to say that yes, they will use the pond, but the amount they will put into the pond is no more than what formerly went into the pond from the street that was removed. Therefore, they feel if they drain no more into that pond than was done formerly, then maintenance and repair should remain with Portage County. Schuler added that tenants pay maintenance fees in the Park, and this pond is part of those fees. It is part of an infrastructure that drains a large area, not just this site. The developer contends that if post-Travel Guard flow does not exceed the pre-development flow, the repair and maintenance should remain as is. Schuler stated staff does not have a strong opinion on this issue one way or another. The drainage easement was structured so that if it was exceeded, the easement would be renegotiated or Travel Guard would have to take over maintenance. A pro-rata share of maintenance is Travel Guard's proposal, based on an amount of water in excess of what currently goes into the pond.

Pazdernik asked about current maintenance. Schuler replied it involves making certain that pumps work, the liner is intact, etc. Pazdernik asked the cost of maintenance and Schuler explained the County Highway Department provides bulk rather than detailed billing, making that a difficult question to answer at this time. Olson felt the County made a concession to allow Travel Guard to drain into that pond, and he is uncomfortable changing the agreement at this point. Schuler stated when Portage County sold the property to the City of Stevens Point, and then through them to TOLD Development, and ultimately to Travel Guard, they were told they could use the pond, and when they used it, they would have to take care of it. If the Committee would go along with Travel Guard at this point, you would be saying maintenance could stay the same, as long you send no more water to the pond than previously went there. Idsvoog questioned how the County would know that. Schuler replied that calculations were provided showing the area to be drained and the actual flow based on Covenant requirements to the Pond.

Gifford stated Travel Guard agreed to those conditions when the County granted them. Schuler clarified the County sold the property to the City, who made the agreements, who then passed it along to the new owners. Idsvoog asked if the County would ever get rid of the pond. Gifford asked if the pond was the County's responsibility for as long as the "grass shall grow and the rivers run". Schuler replied the pond is the County's responsibility until such time that all Park lots are sold and the tenants take the step of transferring oversight responsibility from the County to themselves. It is similar to a condominium association. There is a mechanism in the Covenants to allow maintenance to shift from the County to someone else.

Patton asked how the drainage level could be monitored. What happens if it floods? Schuler replied it would have nothing to do with flooding, but rather the amount of drainage being sent to the pond from the Travel Guard site. There could be flooding situations in certain years. As an example, if a new parking lot is installed that is tilted one way rather than another, water would go into the pond, which could be determined during review of the parking lot plans. Patton asked if there was a calculation on the current flow and Schuler replied yes, based on a 25-year storm event. That is the basic calculation and is based on an area, which if the area is larger, the agreement is changed or renegotiated.

Scholfield felt there were two arguments that could go either way. In other parks he has represented, and the fact it involves City streets, in time the pond will be deeded to the City, because drainage is coming off streets, via pipes, which makes drainage easy to determine. A lot of Travel Guard's flow is staying on the site in bio-swales or a large pond they built, so it is easy to keep track of what is going on from an engineering standpoint. Scholfield felt TOLD had a valid argument.

Idsvoog stated when the County made the arrangement with the City of Stevens Point, the pond was no longer the responsibility of the County. Gifford felt Travel Guard's issue is with the City. The County had the agreement with the City and now Travel Guard wants to change it. Idsvoog questioned why this was not being discussed with the City. Schuler replied the City has transferred ownership of the property. Gifford felt they then transferred the agreement the City made with the County as well. Schuler replied correct, and based on that agreement, Travel Guard/TOLD has come forward saying, based on the fact we are not sending more water to that pond, and it is cleaner water than what had flowed there from the street, they propose we maintain the original arrangement. The intent of the original requirement for the transfer was that if you take, what is a public amenity, and you turn it into a private facility, the private should take care of it. Now they have come back saying they will not have any more impact than what existed previously, so please let's keep it as is. That is their question to the Committee.

Schuler added the Committee had already told them they could use the pond, and now they feel they are not using it any differently or more intensely than previously, and would like to maintain the previous relationship. In addition, if Travel Guard would exceed that, they agree to pay an additional percent toward upkeep. Scholfield added they are paying an assessment as a Park resident, which is based on acreage, not usage, which with their parcel size is a larger portion.

Schuler stated the question is whether the Committee agrees with Travel Guard's logic that they are using the pond in the same way it has always been used, no more, and probably better than it was before. Is it okay to keep it as is, but if it changes in the future, then they would kick in the idea from the agreement that they would pay more. Idsvoog asked for a copy of the County's agreement with the City. Schuler replied he would have a copy in the file and Idsvoog asked what it says specifically. Schuler referred to the memorandum sent with the agenda packet that describes the agreement in detail. It says they can use the pond, if the County allows them to, and if they use it, they have to assume the maintenance and repair of it. Scholfield described an early on concept that instead of draining different directions, they could have possibly been draining the entire site to the pond. Schuler explained the pond has plenty of capacity, based on information received from the County Highway Department; it is not a capacity issue.

Idsvoog stated he is not comfortable making a decision today. He would like to see the agreement and have an on-site visit of the location. Idsvoog added they must also be comfortable with the fact the County made a deal with the City that is coming back to haunt the County; they do not want to stick with that part of the agreement. Schuler felt they are seeking clarification on an agreement they do not feel is logical and now it is up to the Committee to decide if you agree with them. Gifford asked if it is not a problem, then why did the County ever put this deal in with the City in the first place. Obviously, someone thought there might be a potential problem.

Scholfield stated that at one time, before all the engineering, and as the site was coming together, there was a street there with drains going directly to the pond in question. The street has been removed and a pond has been added for drainage, etc. Schuler felt the main point of this was that there are a couple ponds, which since their inception, have been a public facility to service the public infrastructure part of the Park; no private water was being dumped into the pond. Now because of this project's size and proximity to the ponds, it was written that they might put water to the north pond, if it is okay with the County. The County said that was reasonable and it was added to the contract. The pond was a public facility that no one was allowed to dump into as a private entity. Now there is a situation where the County says okay for some private drainage to go in there, but if that happens, the private entity takes care of it. Now the private entity says okay, we agree with that, but we are not draining any more than pre-development and what we are draining to the pond is cleaner than what was draining previously, so can we keep maintenance/repair the way it is. Schuler felt it was not going against an agreed upon deal, but rather the developer is trying to implement this to their immediate benefit.

Gifford said it seems to him there is an alternative. The question is whether they can or cannot use the pond. Schuler interjected the County has told them they can in March 2008. Gifford stated the County told them they could not use it without taking over the pond. Gifford questioned whether there was the possibility to say, you are making somewhat more use of this than first thought, and Schuler interjected the developer is saying the opposite, and engineering also says they are not. Olson felt the developer would have to build retention ponds to store their own drainage. Schuler stated the developer has a lot of on-site retention. Gifford suggested that rather than having the developer take over the pond, give them an assessment higher than others pay. This money could be set aside just in case something does go wrong. Pazdernik added that, in a sense, because of the large acreage involved, they are paying a higher assessment. Gifford stated they would be paying that whether they used the pond or not, and Schuler agreed. Gifford stated the developer is making use of the pond above and beyond that which was originally planned when the Park was built. Schuler replied their contention is that they will not make use of the pond above and beyond originally intended. Scholfield described Schuler as making a yeoman's effort during what became an engineering battle between the building owner, who then changed, and the engineer. He added the building will be occupied soon and this issue will linger.

Ildvoog suggested an on-site visit of the parcel within the next two weeks. The Committee agreed to an on-site on Thursday, May 7 at 7:00 am at the Portage County Business Park, followed by a meeting in Conference Room 5 of the County Annex.

McKenna stated he asked the very same questions the Committee asked. He said he feels the request is reasonable. The pond has a large degree of capacity engineering-wise, and having Portage County deal with the issue is the correct level; we cannot go back to the City saying we had a contract with these people. Portage County enforces its own Business Park Covenants, making this the right forum. He sees a reasonable agreement that if the flow is greater than normal, that the developer will take over a pro-rata share because Portage County does not have an agreement the other way. Portage County has to do something one way or the other. McKenna reiterated he is not opposed to this, it is commercially reasonable, and he does not think the developer is getting a hugely greater benefit than someone else when considering all factors.

Olson moved to postpone a possible decision until Thursday, May 7 after an on-site visit of the parcel. Patton seconded the motion, which passed by voice vote.

Schuler moved to issue three, landscaping. There are three areas in question, the northwest, northeast, and southeast, where they are requesting a no-mow landscaping. This is a more natural landscaping similar to what the Committee approved for Ministry Health, which involved the detention areas; whereas, this deals with open space areas.

Bahling stated Rettler Corporation is doing the landscaping plan for this development, and is not doing the engineering. Kneer noted proposed plantings are the same as Ministry Health's no-mow area. The plan includes large areas of non-irrigated, no-mow mix. The proposal includes using no-mow at the Travel Guard site in possible future development areas. If they were to irrigate those areas now, the irrigation would have to be removed for the expansion. No-mow was chosen over a blue-grass mix because it tends to stay greener without irrigation and only using natural rainfall. This no-mow mix has a nice appearance from a distance said Kneer, and that is where it would be viewed from. He referred to the manicured and no-mow mix areas of the

site. Bahling added that from the curb on Business Park Drive, the lawn is irrigated and grass for about 40 feet. He added they are neighbors in the park and want to be certain the curb appeal is nice. He further added that Rettler pushed for irrigation around the entire campus so it is manicured, but if irrigation is put in only to be ripped out in a couple years for expansion, it is a waste of money. No-mow is offered as an alternative in those expansion areas.

Gifford asked about the possibility of some sort of planting along the boundaries. He felt there would be a definite line between mowing and not mowing. Behling described the boundary as a meandering mow line similar to what you see at a golf course. This looks more natural and less of a draw on the eye. Patton questioned whether the no-mow is consistent or would have weeds. Kneer replied it would be managed the same as the lawn area for weed control, be mowed at least once per year, and seed heads would be taken off as well. Gifford asked how the area would be mowed, and Kneer answered the clippings would be picked-up. Behling stated there is a new building site manager and picking up clippings has been discussed with him, as well as snow locations, etc. Idsvoog felt the landscape plan looked good to him.

Schuler noted there are several parts to this item, including: the landscaping plan in general and the no-mow in particular; the fact Committee action should include a required maintenance schedule for the no-mow area to avoid any questions on how the area is to be maintained; the location of a path that was supposed to be redirected to Business Park Drive from the pond based on it being cutoff when the lot was sold; and the overall amount of impervious surface on the site.

Schuler stated they have done a nice job on the overall landscaping plan, and the basic intent or main piece of the landscaping plan, is how do you hide the parking lots. He felt there was a nice job with perimeter landscaping and foundation plantings. Referring to on-going discussions on grading and drainage, Schuler referred to a large swath of land, and depending how the actual drainage is finished off in the middle, it will dictate the type of plants. With that information being unavailable, Schuler suggested the Committee approve the plan, with staff having final approval of the fill-in of that large swath area. Schuler felt the only area possibly left wanting is the very southwest corner where there is a shared boundary with Aspirus. There should be plantings through there to screen the parking lot and that is the likely location of a bike/pedestrian path. Staff should resolve that at a future date. Schuler noted a dock that faces the I39 that must be screened, and felt they have done a good job screening that too. Schuler then referenced a huge backup generator that only has a couple of shrubs screening it, which may be felt too little once actually planted. Schuler recommends approval of the overall landscaping plan.

Idsvoog asked for a motion to approve the overall landscape plan subject to conditions and oversight of staff, as outlined by Schuler. Pazdernik so moved and Olson seconded the motion, which passed by voice vote.

Gifford moved to approve the no-mow area as presented on the landscape plan and required submittal of a maintenance schedule, and Olson seconded the motion, which passed by voice vote.

Schuler noted a path along the north edge of the site, which corresponds to the previously approved AT&T easement location. Staff feels this is a fine location for a path, even though its exact location has not been determined. Idsvoog asked Schuler to describe the path's location. Schuler replied the path will go from the edge of the ponds to Business Park Drive. Idsvoog asked if the path was walking, bicycle, or both. Schuler replied it is the same type of asphalt path that is there now. Staff recommends approval of the path configuration. Gifford asked who would maintain the path and Schuler replied since it is the same path that has always been there, the Highway Department will provide maintenance. Scholfield noted there is activity taking place dealing with all trails. Discussions include finishing trails, working with Park tenants, and the possibility of a large grant, etc. that may "add legs" to this issue. This would be an inter-connect to existing trails. Gifford asked who has liability responsibility on these paths. Patton added that is a good question because now there may be more people using the path. McKenna felt the liability is ours, but it is within the City of Stevens Point. Schuler clarified the path is being relocated only; there is no additional path to maintain. Scholfield noted TOLD Development is obligated to build the path.

Pazdernik moved to allow path relocation to the area presented today and Gifford seconded the motion, which passed by voice vote.

Schuler now referred to the impervious surface on the site; adding, that a year ago the Committee took action saying 60% impervious surface was okay and now the plans indicate 61%. Scholfield noted 61% includes the fully expanded site plan with buildings and parking lots that have not been developed and may never be developed. They currently are way under that amount at approximately 30%.

Patton moved to allow 61% impervious surface on the Travel Guard site and Pazdernik seconded the motion, which passed by voice vote.

5. Discussion and Possible Action on Extension of Portage County Business Park Listing Contract with Scholfield Group, LLC

Scholfield proposed a one-year contract extension with the same terms as currently in place. Olson asked the brokerage fees and Scholfield replied 8.5%. Olson asked Scholfield if he provides the County with any information on marketing efforts such as advertising, etc. Scholfield answered they have not provided reports, but rather have relied on sales performance and activity in the Park. Olson asked if there were advertisements in trade magazines or on the internet. Scholfield replied he utilizes a 27-state internet site called LOIS, which is the tool used by most municipalities and economic development people. He also noted rather than relying on signage, he personally solicits inquiries and companies interested in growing/locating in the community.

Scholfield added that the Park is down to the main industrial lots along the north corridor and two lots in the professional area. There is less than one-fifth of the Park left to sell. Olson asked if there has been activity on the northern corridor railroad lots. Scholfield felt the problem with the industrial rail sites has been that we are shackled with the wellhead protection zone on each side, which limits uses. He further noted a privately driven, not County driven, Master Plan being developed for land east of Lands' End, which should be going to the public soon.

Gifford asked if Scholfield receives referrals from the Portage County Business Council. Scholfield replied he felt Lori Dehlinger with the Business Council has done a much better job doing that. She has registered the Business Council into LOIS as well. Gifford referred to the north line of industrial rail lots and felt the problem is those are slow moving, and felt the County is stuck maintaining the area. Olson noted the use could be changed. Scholfield added the County has been pro-active on changing some uses and he will make suggestions because that is part of their role, being proactive and adjusting to the marketplace.

Olson moved approval of a one-year contract extension with the Scholfield Group that includes the same terms as the current contract and Pazdernik seconded the motion, which passed by voice vote.

6. Update on Portage County Business Park Issues

Schuler informed members the City of Stevens Point, in early April, applied for Transportation Enhancement Funds, to install bicycle paths in the Park along I39. They have not heard back to date. Scholfield noted the grant is for \$750,000. Patton stated the maintenance issue bothers him. Schuler felt that could be worked out because Park tenants are on record stating they will consider kicking-in more in annual maintenance fees to address path needs. Patton felt we must have those agreements in place prior to construction. Patton added he is also concerned about the City of Stevens Point's side of Brilowski Road and how this will affect Portage County's ability to sell our northern corridor of the Park. Schuler felt it could affect Portage County's lot sales, because there are fewer restrictions on the City's property because it is outside of the Wellhead Protection area. Scholfield noted two upcoming groundbreaking involving Lots 42 and 43. These lots will have two different day care facilities, one developed by CAP Services and the other Dillingham Day Care.

7. Approval of Bills

Cummings presented a water bill from the City of Stevens Point for \$91.50, and a \$400 bill from Rettler Corporation for surveying the Children's Discovery Center, which is the day care developed by CAP Services. Olson moved approval and Patton seconded the motion, which passed by voice vote.

8. Adjournment

With no further business to come before the Committee, Patton moved to adjourn and Pazdernik seconded the motion. Meeting adjourned at 7:59 am by voice vote.

Respectfully Submitted,

\_\_\_\_\_  
O. Philip Idsvoog, Chair

\_\_\_\_\_  
Paula Cummings, Rec. Secretary

\_\_\_\_\_  
Date

## MINUTES

Portage County Economic Development Committee  
April 20, 2009 – 7:00 am – Conference Room 5

Members Present: Patton, Olson, Pazdernik, Idsvoog, and Gifford  
Staff Present: Schuler and Cummings, Portage County Planning and Zoning Dept  
Others Present: Mark Maslowski, County Executive; Bill Scholfield, Scholfield Group;  
Lori Dehlinger, Portage County Business Council; Mike McKenna,  
County Corporation Counsel; and John Gardner, Stevens Point  
Community Development

### 1. Call to Order

Chairman Idsvoog called the meeting to order at 7:00 am in Conference Room 5 of the County Annex.

### 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

No one registered to speak.

### 3. Discussion/Action on Minutes from February 26, 2009 Meeting

With no discussion necessary, Olson moved to approve the February 26, 2009 minutes and Patton seconded the motion, which passed by voice vote.

### 4. Discussion and Possible Action for the Dedication of Right-of-Way to the City of Stevens Point for the Intersection of County Road HH and Business Park Drive

Gifford moved to approve the dedication of right-of-way (ROW) to the City of Stevens Point for the intersection of County Road HH and Business Park Drive as indicated on the survey map provided in Committee members' packets and Olson seconded the motion.

Schuler stated the reconstruction of the County Road HH and Business Park Drive intersection is being done to allow for better traffic flow and, at this time, ROW is not large enough to accommodate the project. The area involves turning lanes. Schuler described the request as straightforward.

Gifford asked the size of the area involved and Schuler referred to the certified survey map. Olson ask whether this impacts the outlots and Schuler replied it does not impact the outlots nor the ponds. Pazdernik asked about sidewalk location and Schuler answered sidewalks will be re-routed to the west due to ponds and retaining walls. Scholfield noted the land involved is 5,100 square feet or .112 acres.

With no further discussion necessary, motion passed by voice vote.

### 5. Update on Portage County Business Park Issues

Schuler stated another meeting of the Economic Development Committee would be necessary soon to address the issue of Scholfield's letter seeking an extension of his contract as marketing firm for the Portage County Business Park. Schuler also expects information coming from the Travel Guard project that will need Committee action. The next meeting was scheduled for Monday, May 4 at 7:00 am.

Scholfield informed members that Lot 43 was sold at the end of March for a second day care for the Dillingham's who own Little Scholars Child Care, which is already located in the Business Park. He further noted Travel Guard has decided to contract with CAP Services Headstart for day care services that will be developed on Lot 42 and part of Lot 41, which will close this week. Lot 42 had previously been sold to Dr. Benson, who ultimately decided not to locate in the Park. Both day cares will break ground in a few weeks. With these developments, there will soon be three day care centers in the Park. Scholfield reported interest in the Park picked up in March, including discussions regarding a multi-tenant office and a hotel.

6. Approval of Bills

No bills were submitted for approval.

7. Adjournment

With no further business to come before the Committee, Gifford moved to adjourn and Patton seconded the motion. Meeting adjourned at 7:05 am by voice vote.

Respectfully Submitted,

\_\_\_\_\_  
O. Philip Idsvoog, Chair

\_\_\_\_\_  
Paula Cummings, Rec. Sec.

\_\_\_\_\_  
Date

## MINUTES

Portage County Economic Development Committee  
February 26, 2009 – 7:00 am – Conference Room 5

Members Present: Patton, Pazdernik, Idsvoog, and Gifford  
Member Excused: Olson  
Staff Present: Schuler and Cummings, Portage County Planning and Zoning Department  
Others Present: Mark Maslowski, County Executive; Bill Scholfield, Scholfield Group; Lori Dehlinger, Portage County Business Council; Mike McKenna, County Corporation Counsel; Doug Radtke, County Board Supervisor; John Schultz, Oakwood Ventures; and Jami Gebert, Rotary Club

### 1. Call to Order

Chairman Idsvoog called the meeting to order at 7:00 a.m in Conference Room 5 of the County Annex.

### 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

Jami Gebert registered to speak regarding agenda item No. 7.

### 3. Discussion/Action on Minutes from September 30, 2008 Meeting

With no discussion necessary, Patton moved to approve the September 30, 2008 minutes and Pazdernik seconded the motion, which passed by voice vote.

### 7. Discussion and Action on a License Agreement for the Rotary Club of Portage County Kite Festival

Idsvoog asked whether the license being sought was the same as that approved for last year's event. Schuler replied it is the same type of one-day event as previously approved. He then referred those present to a map indicating the event's location within the Business Park. Gifford asked where the event could be held, if the Business Park was unavailable and Gebert replied the soccer fields. Gifford noted in correspondence regarding this request, it was stated Portage County prefers not to mow the event area. Gifford wants to clarify it is not a preference, but rather it is policy not to mow. With no further discussion necessary, Gifford moved to approve the license agreement for the Rotary Club to hold its annual kite festival in the Business Park and Pazdernik seconded the motion, which passed by voice vote.

### 4. Motion and Roll Call Vote To Enter Into Closed Session Pursuant To Sec. 19.85 (1) (E), Wis. Stats., for Competitive or Bargaining Reasons to Deliberate, Review, and/or Negotiate a Proposed Amendment to Extend the Deadline to Exercise an Option to Purchase a Lot in the Portage County Business Park

Pazdernik moved to enter into closed session and Patton seconded the motion. A roll call vote revealed unanimous approval to enter closed session at 7:05 am.

### 5. Motion and Roll Call Vote to Reconvene in Open Session Pursuant To Sec. 19.85(2), Wis. Stats.

Patton move to reconvene in open session and Pazdernik seconded the motion. A roll call vote revealed unanimous approval to reconvene in open session at 7:20 am.

### 6. Discussion and Possible Action on Issue Deliberated in Closed Session under Agenda Item 4

Patton moved to approve an extension to the deadline to exercise an option to purchase a lot in the Business Park for Oakwood Ventures, with an amendment to the option and Pazdernik seconded the motion. McKenna clarified the deadline pushes out options 1, 2, and 3, sequentially, by one year. In addition, options 2 and 3 depend upon the realization of option 1. The amendment to the option includes changing the reference to the year 2010 to 2012. Motion passed by voice vote.

Schultz offered his thanks to members for their action today. He noted having to extend the option deadline was not his intent, but has happened due to economic times. He does not want the County to buy back the property. He again thanked members for their understanding. He further noted that inventors are very much behind the project.

8. Discussion/Possible Action Regarding Section XXIII of the Portage County Business Park Deed Restrictions and Protective Covenants, and the County's Right to Buy Back Property within the Business Park. (Discussion will center on Lot 42)

Idsvoog questioned why Portage County would want to buy back any property in the Business Park. Schuler noted the County has never bought back property in the Business Park, but the option does exist through the Covenants. Schuler stated as relates to Lot 42 of the Business Park, five months after purchasing the property, and completing the business plan, the development will not occur. Schuler sees no reason to buy back this property and he does not recommend doing so. Scholfield added that if the County had a ready buyer, it might be all right to buy it back, but that is not the situation. He also clarified the buyer is not going through with the development due to outside forces. The decision has nothing to do with the Business Park itself. Another marketing sign may go up on that lot as the buyer tries to sell it.

Gifford asked at what price the County could buy the land back. Schuler replied the land could be bought back at the price the developer paid. Scholfield noted another party did resell their land in the Business Park. Gifford felt it silly for the County to buy back land at the same price; rather, the County should buy it back for less than the sale price. McKenna noted that if the County would buy back property, the County would retain control over the next purchaser. Schuler clarified that in theory, the County approves a developer's plans and they purchase the property. Whereas, with a sale between private parties, there are limited ways to have the buyer know rules of the Business Park. Scholfield noted that if the County would want the parcel back, the Covenants are written to allow that. That is the basic premise. Gifford inquired as to how the Covenants work during a private land sale, and Scholfield replied the Covenants travel with the land deed.

Patton moved to not buy back Lot 42 of the Portage County Business Park and Pazdernik seconded the motion, which passed by voice vote.

9. Discussion on the Possibilities for Establishing a Pedestrian Network in the Portage County Business Park

Schuler stated an informational meeting was held February 23, 2009, including Business Park tenants, to discuss reconstruction of the County Road HH/Business Park Drive intersection near the Business Park (referred to handout). This meeting also involved discussion on sidewalk installation within the Business Park. New development will soon result in 1,000 extra people coming into the Park. It was also noted that the daycare in the Park currently walks the children on streets within the Park.

Tenants asked to brainstorm off-road circulation within the Park. A group will be formed to work through circulation needs and come up with a barebones, beginning network. A multi-use, asphalt path to and through Travel Guard, and an extension of the existing trail system near Oakwood Ventures, are being looked at. Discussion will also include who pays what cost and who maintains the system. Schuler felt it best to meet with tenants to determine how to serve the greatest number of people in the smallest way. He will come back with estimates and potential funding sources. Schuler noted the County has approximately \$138,000 set aside for Business Park development as confirmed by the County Finance Department. Circulation through the Park is a good project that will address safety, convenience, and recreation needs. Schuler will bring information back to the Committee in the next few months.

Idsvoog asked, as relates to sidewalks, who typically provides maintenance. Schuler replied the City maintains with a charge back to the property owner, by ordinance. The property owner is responsible for shoveling the sidewalk. Gifford stated there are two issues, sidewalks and paths. He felt the City would maintain sidewalks within their boundary. Gifford stated the Park is within the City of Stevens Point and addressing circulation should be its role. Schuler felt that needs to be decided. Scholfield added the City is holding discussions now. Schuler stated it is clear the issue is within the Portage County Business Park and within the Business Park infrastructure. Gifford felt there is a case for internal walking paths. Idsvoog added that Park tenants want this. Scholfield stated a vehicle is coming into place to make decisions, and the City understands they are part of this issue. Scholfield further stated Park tenants know they will have a charge related to this development. Gifford felt the goal should be having Portage County out of this. Scholfield stated the County is still a part of this. Schuler stated once all land is sold, there will be a landowners' association in place as required by the Covenants.

Radtke questioned what is owned by the City concerning sidewalks and Schuler replied ownership falls in the dedicated right-of-way (ROW). Radtke felt there should be no charge back to the County in that situation. Schuler replied that is typical; no charge back to the County, if it is within the ROW of City streets. Scholfield felt this project is an improvement to County property with no charge to the County. Gifford asked who would provide maintenance and Schuler replied that needs to be determined. Idsvoog sees this issue as an after-thought and he asked Schuler to involve the County in discussions. Schuler agreed the circulation issue is an after-thought. He further noted that needs, design, cost, who pays, who maintains, etc. must all be discussed and decided. If answering those questions becomes a problem, it may result in nothing being installed. Numbers need to be known and an understanding needs to be met between all parties. Gifford felt the County could work with installation cost, but he does not want the County hung up on maintenance; having the County provide maintenance is non-negotiable.

10. Update on the Sewer and Water Easement for the City of Stevens Point Across the Northern Tier of Lots within the Portage County Business Park

Schuler referred members to a map of the area in question and noted the Committee previously approved the easement. The City has met with Portage County Highway Department personnel and the project is progressing as approved. Gifford asked who paid for the easement and Schuler replied the City of Stevens Point.

11. Update on Portage County Business Park Issues

Scholfield reported one contract has been extended for the additional daycare center. There has been an uptake in activity over the last few weeks as well.

12. Approval of Bills

Schuler presented a sewer and water bill for approval in the amount of \$437.03. Motion by Pazdernik, second by Patton to approve the bill as presented. Motion passed by voice vote

13. Adjournment

With no further business to come before the Committee, Pazdernik moved to adjourn. Patton seconded the motion, which passed by voice vote. Meeting adjourned at 7:45 am.

Respectfully Submitted,

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O. Philip Idsvoog, Chair

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Paula Cummings, Rec. Secretary

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Date