



AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Members

- Chairperson Schlice
- Vice-Chairperson Gardner
- Alderperson Kneebone
- Commissioner Cooper
- Commissioner Kemmeter
- Commissioner Ladick
- Commissioner Barrett

Date and Time: June 14, 2022
3:00 PM

Location: Community Room
933 Michigan Avenue
Stevens Point, WI 54481

Zoom Teleconferencing

Meeting ID:834 8157
2709 | Passcode:049428
By _____ Computer:
<https://us02web.zoom.us/j/83481572709?pwd=YlZlNk15bnBzeHAwaGF5Ums4clQrdz09>
By Phone: +1-312-626-6799 (US Chicago)

Opening Section

1. Roll Call
2. Persons who wish to address the Board on specific agenda items other than a “Public Hearing” must register their request at this time. Those who wish to address the Board during a “Public Hearing” are not required to identify themselves until the “Public Hearing” is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.

Discussion and Possible Action on the Following:

1. Update on 1700 Strongs Avenue
2. Assignment and Amendment to Development Agreement with Opera House, LLC.
3. Request from IBEX 1040 Main Street LLC for an underground electrical service easement through Redevelopment Authority-owned municipal parking lot 17.

PLEASE TAKE NOTICE that any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the City Clerk as soon as possible to ensure that a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569 or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Maps further defining the above area(s) may be obtained from the City of Stevens Point Department of Community Development, 1515 Strongs Avenue, Stevens Point, WI 54481, or by calling (715) 346-1567, during normal business hours.

PLEASE TAKE FURTHER NOTICE that a quorum of the Common Council may be in attendance at this meeting.

4. Discussion on possible acceptance of ownership of 1450 Water Street from the City of Stevens Point to the Redevelopment Authority (*please note: only discussion and action if City Finance Committee recommends moving forward with the transfer of ownership*).
5. Adjourn into closed session pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) on the following:
 - A. Possible Sale of Redevelopment Authority-Owned Land - more specifically parcel ID 281240832200425
 - B. Initial development review and negotiating the terms for a possible development agreement for the property at 1200 Main Street and the Redevelopment Authority-owned parking lot.
6. Adjournment

PLEASE TAKE NOTICE that any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the City Clerk as soon as possible to ensure that a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569 or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Maps further defining the above area(s) may be obtained from the City of Stevens Point Department of Community Development, 1515 Strongs Avenue, Stevens Point, WI 54481, or by calling (715) 346-1567, during normal business hours.

PLEASE TAKE FURTHER NOTICE that a quorum of the Common Council may be in attendance at this meeting.



MEMORANDUM

To: Redevelopment Authority

From: Ryan Kernosky, Director of Community Development 

Date: June 14, 2022

RE: Update on 1700 Strong's Avenue

Members of the Redevelopment Authority –

During our last meeting, you directed me to reach out to various local developers to gather their interest in redeveloping 1700 Strong's Avenue. I sent the attached document to eight potential developers, with some modest interest. Of course, to date, there hasn't been an offer.

At this point, it is my intention to place a for sale sign on the property and advertising it on the City's website. Another option could be to list it with a local realtor. Once we receive an offer, I will bring that back to the Authority for your review.

Please gather your thoughts and bring them to the meeting.

Thank you.

www.stevenspoint.com

Open Records Rider: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.



MEMORANDUM

To: Redevelopment Authority

From: Ryan Kernosky, Director of Community Development 

Date: June 14, 2022

RE: **Assignment and First Amendment to Development Agreement with Opera House, LLC**

Background: In September 2020, the City entered into a development agreement with the Opera House, LLC to redevelop the former Fox Theatre at 1124 Main Street. Due to supply-chain and labor challenges, Opera House, LLC is seeking to extend the final occupancy agreement from July 1, 2022 to December 31, 2022. Staff asked for an updated timeline for the project, which is included below. Although the City does have a 'claw back' provision of the development agreement (wherein the City would purchase the property back for \$1 if the requirements of the development agreement are not met), I don't believe that we currently have the desire to do so, especially if the developer adheres to the updated timeline.

<u>Tasks</u>	<u>Start Date</u>	<u>End Date</u>
Engineering and Plans	08/04/2020	05/01/2022
Excavation/Demolition	08/05/2020	12/22/2021
Marquee Removal	8/9/2020	
Building Repair and Mitigation	09/07/2020	07/01/2022
Exterior Masonry Repair and Tuckpointing	05/01/2022	06/15/2022
Landscaping/Planting	09/07/2020	06/01/2022
Interior Remodel		11/30/2022
Electrical/HVAC		08/01/2022
Finishing	08/20/2020	12/31/2022
Soft Opening Bier Garden	10/01/2021	9/15/2022
Event Space Hosting Availability		12/31/2022

www.stevenspoint.com

Open Records Rider: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.

Additionally, while reviewing the development agreement, staff noticed that Wildcard Corporation was listed as the developer, but the signatory was The Opera House, LLC. While these two companies are owned and managed by the same individuals, for legal purposes and to clean up the mistake, the development agreement will be assigned to The Opera House, LLC.

Staff Recommendation: Staff recommends **APPROVAL** as proposed. Thank you.

ASSIGNMENT AND FIRST AMENDMENT OF DEVELOPMENT AGREEMENT

This ASSIGNMENT AND FIRST AMENDMENT OF DEVELOPMENT AGREEMENT (this “First Amendment”) is made as of the _____ day of _____, 20____ by and between the City of Stevens Point, Wisconsin (“City”), Wildcard Corporation (“Assignor”) and The Opera House, LLC (“Assignee”).

RECITALS

The City, Assignor, and Assignee acknowledge the following:

- A. The Assignor and City entered into that certain Development Agreement dated as of the 2nd day of September, 2020 (the “Development Agreement”) regarding the redevelopment and repurposing of certain real property legally described within Exhibit A attached hereto (the “Property”). All capitalized terms not defined in this Assignment and First Amendment shall have the meanings assigned to them in the Development Agreement.
- B. Assignee has been formed for the purpose of acquiring the redeveloping the Property.
- C. Assignor wishes to assign its right and obligations under the Development Agreement to Assignee, pursuant to the terms of the assignment component of this Agreement, and City wishes to express its consent to such Assignment.
- D. The Developer and City understand the financial and building materials supply-chain challenges brought on by the Coronavirus Pandemic, which has continued to negatively impact real estate development.
- E. The Developer and City understand that the project would not happen but for the proposed amendment contained herein.

AGREEMENT

In consideration of the Recitals, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the Development Agreement, as amended.
- 2. Assignee hereby accepts the assignment of the Development Agreement, as amended, from Assignor and assume all of Assignor’s rights, interests and obligations under the Development Agreement, as amended.
- 3. The terms of the Development Agreement, as amended, remain unmodified and in full force and effect. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed via email or facsimile transmission

and all PDF (or similar electronic format) or facsimile signature shall be deemed originals for all purposes.

AMENDMENTS

In consideration of the Recitals, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignee, City, and RA hereby amend the Development Agreement, as follows:
 - a. Article IV, Section 4.1(3) is hereby amended to read the following:
 - (2) Following commencement of work outlined in Article IV Section 4.1(2), Developer shall obtain final occupancy no later than ~~July 1, 2022~~ December 31, 2022.

- *Signatures on Next Page* -

In Witness Whereof, Developer executed the foregoing Assignment and Amendment as of the date first set forth above.

Wildcard Corporation

Dated: _____

BY _____
Gregg Gokey
Manager

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 202____, the above-named _____, to me know to be the person who executed the foregoing instrument and acknowledge the same, as the act and deed of Wildcard Corporation, by its authority.

Notary Public, State of _____

(seal)

My Commission expires: _____

The Opera House, LLC

Dated: _____

BY _____
Gregg Gokey
Manager

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 202____, the above-named _____, to me know to be the person who executed the foregoing instrument and acknowledge the same, as the act and deed of The Opera House, LLC, by its authority.

Notary Public, State of _____

(seal)

My Commission expires: _____

CITY OF STEVENS POINT, WISCONSIN

Dated: _____

BY _____
Mike Wiza
Mayor

Dated: _____

BY _____
Kari Yenter
City Clerk

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me this _____ day of _____, 202____, the above-named Mike Wiza, and Kari Yenter, the City Mayor and Clerk, respectively of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the forgoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

(seal)

My Commission expires: _____

**THE REDEVELOPMENT AUTHORITY
OF THE CITY OF STEVENS POINT,
WISCONSIN**

Dated: _____

BY _____
John Schlice
Chairman

Dated: _____

ATTEST: _____
Ryan J. Kernosky
Executive Director

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me this _____ day of _____, 202____, the above-named John Schlice, and Ryan J. Kernosky, the Chairman and Executive Director, respectively of the Redevelopment Authority of the City of Stevens Point, to me known to be the persons who executed the forgoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

(seal)

My Commission expires: _____

Exhibit A

Legal Description

1116 Main Street Stevens Point, WI 54481 described as follows:

Lot 1 of Portage County Certified Survey Map No. 011409 recorded in the Office of the Register of Deeds for Portage County, Wisconsin on September 28, 2020 as Document No. 855837, being part of Lots 6, 7, 16, and 17 of Block 28 of Valentine Brown's Addition to the City of Stevens Point, and all of Lot 1 of Portage County Certified Survey Map No. 011321, located in the NE ¼ of the NW ¼ of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Parcel Identification No.: 281-24-0832202973



MEMORANDUM

To: Redevelopment Authority

From: Ryan Kernosky, Director of Community Development 

Date: June 14, 2022

RE: Request from IBEX 1040 Main Street LLC for an underground electrical service easement through Redevelopment Authority-owned municipal parking lot 17

Members of the Redevelopment Authority –

IBEX 1040 Main Street, LLC is seeking an underground electrical service easement through the Redevelopment Authority-owned parking lot (municipal lot 17). Currently, the electrical box that serves the back of 1028 Main Street is located on the property of 1040 Main Street. The developer of 1040 Main Street is asking that the box be moved to the island east of the dumpster corral in municipal lot 17. The island east of the dumpster corral already has several electrical boxes that serve other downtown businesses.

I would recommend approval as requested. Please let me know if you have any additional questions.

www.stevenspoint.com

Open Records Rider: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.



6/9/2022

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

ROW
REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT
1515 STRONGS AVE
STEVENS POINT WI 54481

Dear Customer:

Wisconsin Public Service Corporation recently received a request to upgrade or provide new *electric service* at **1040 Main Street**, in the *City of Stevens Point, Portage, Wisconsin*. This request will require new or upgraded facilities to be installed on property that you own at **3RD COURT in the City of Stevens Point, Portage, Wisconsin**, in locations shown on the attached easement which, when executed, would grant us the right to install and maintain the necessary facilities.

I have attached a copy of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow WPSC to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a **Notary Public**.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return the signed and notarized document to me at your earliest convenience. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **3297454**.

Thank you.

Sincerely,

Donald J. Schmoll - Right of Way Agent
Wisconsin Public Service Corporation
(920) 433-1591
Donald.Schmoll@wisconsinpublicservice.com

Enclosure

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 1 and Part of Lots 19-22 of Block 29 of the recorded plat of VALENTINE BROWN'S ADDITION, Recorded in the Portage County Register of Deeds Volume A of Plats on Page 27, being part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) of Section 32, Township 24 North, Range 8 East, **City of Stevens Point, County of Portage, State of Wisconsin**,

as shown on the **attached Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
281-24-0832202967

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

**REDEVELOPMENT AUTHORITY OF THE CITY OF
STEVENS POINT**

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

Print name & title _____

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Donald Schmoll
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
June 9, 2022	Portage	City of Stevens Point	3RD COURT	281-24-0832202967
Real Estate No.	WPSC District	WR#	WR Type	I/O
3300157	Stevens Point-64	3297454	ERU	22500011EC

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

