

Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.

We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

**Community Room
933 Michigan Avenue, Stevens Point, WI**

**June 20,
2022
7:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 830 0433 4494 | Passcode: 354021

By

Computer: <https://us02web.zoom.us/j/83004334494?pwd=MjlYcGNwS3hUWnBpUDE2VkYvUDZMZz09>

By Phone: +1-312-626-6799 (US Chicago)

Agenda

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.
4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.
5. Presentation to the Mayor and Council:
Stevens Point Housing Authority recognizing Life Saving efforts of Lt. Mark Schoeberle, John Klementz and MSTC Fire Intern Riley Cate on October 5, 2021.

Consideration and Possible Action on the Following:

6. Consent Agenda:
 - Minutes of the Common Council Meetings of May 16, 2022 and June 13, 2022.
 - Actions of the Police and Fire Commission meeting of June 7, 2022:
 3. Confirmation of bills
 4. Discussion, with possible action, Posting of the Division Chief and Battalion Chief Positions
 5. Discussion, with possible action, Authorization to hire 2 police officers
 6. Discussion, with possible action, Station #1 Building Updates
 7. Police Chief's Report
 8. Fire Chief's Report /EMS Report

- Actions of the Park Commission meeting of June 1, 2022:
 2. Approval of May 4, 2022 meeting minutes.
 3. Presentation and consideration of the donation agreement for the convent park parcel.
 4. Proposal from the Boys and Girls Club to upgrade the courtyard between the Recreation Center and the Boys and Girls Club Building.
 5. Request from the Mid-State Sisters of Skate to serve alcohol in the KB Willett Arena on July 16 and August 13 during their events.
 6. Revision to Donald Copps Municipal Pool Rental Policy #1.04.
 7. Director's Report.
 - Minutes and Actions of the Plan Commission meeting of June 6, 2022:
 2. Report of the April 4, 2022 meeting of the City Plan Commission.
 8. A request from the City of Stevens Point to perform improvements to Goerke Park and to construct an addition to the K.B. Willett Ice Arena, located at 931 Michigan Avenue (Parcel ID 281240833200107) and consistent with Ch. 23.01(11).
 10. Community Development Department Annual Report for 2021.
 11. Director's Report.
 - Minutes and Actions of the Board of Public Works meeting of June 13, 2022:
 2. To award the Union Street Extension Project #22-09 to Advance Construction, Inc. for an amount not to exceed \$596,039.83.
 - Minutes and Actions of the Public Policy and General Government meeting of June 13, 2022:
 2. License List.
 3. Request to Hold Event/Street Closing.
 4. Beekeeper Permits.
 - Minutes and Actions of the Finance Committee meeting of June 13, 2022:
 4. Discussion and possible action on future of Edgewater Manor.
 5. Approval of Claims Paid.
 - Mayoral Appointments:
 - Administrative Appeals Board: Ald. Keymer, term expiring April 15, 2024.
 - Bicycle-Pedestrian Street Safety Commission: Janet Jurgella-Finn, filling the unexpired term of Bill Fehrenbach expiring April 30, 2024.
 - Plan Commission: Mark Ilten, filling the unexpired term of Anna Haines expiring April 30, 2025.
 - Supplemental Poll Worker List: See attached.
7. Resolution Joining The Wisconsin Local Government Climate Coalition (WLGCC).
 8. Resolution - A request from Drew Bain, representing the Wisconsin Public Service Corporation, for a conditional use permit to perform upgrades to an electrical substation located at 3214 Hoover Road (Parcel ID 281230803400602), consistent with Ch. 23.02(1)(a)(3)(b).
 9. Resolution - A request from Tyler Ignatowski for a conditional use permit to construct five duplexes on three unaddressed parcels bounded by North Point Drive and Georgia Street North (Parcel ID's 281240830100144, 281240830100145 & 281240830100146), consistent with Ch. 23.01(13)(f).
 10. Ordinance Amendment - A request from the City of Stevens Point to amend the Official Street

Map of the City of Stevens Point for the purposes of extending Union Street to the north of Maria Drive and extending Academy Avenue to the west within Parcel ID 281240829240099.

11. Resolution - A request from Brooke Klesmith, representing Inclusa Inc., for a sign variance to construct a freestanding sign at the property located at 2801 Hoover Road (Parcel ID 281230802200041), consistent with Ch. 25.14.
12. Resolution - A request from the City of Stevens Point to seek membership in the AARP network of age-friendly communities.
13. Collateral Assignment of Development Agreement for Bantr Mixed-Use Building at 209 Division Street.
14. To award the 2022 Road Resurfacing Project #22-02 to Haas Sons, Inc. for an amount not to exceed \$823,729.30.
15. Ordinance Amendments - To accept the amendments in Chapter 9, Sections 9.02, 9.05, and 9.06 as they relate to traffic signs.
16. Discussion and possible action on a park donation agreement between the City of Stevens Point, General Capital, and the Sisters of St. Joseph Third Order of St. Francis.
17. Ordinance Amendment: Public Peace and Offenses Against Public Policy - Amend Deposit Amount for Possession of Marijuana and Possession of Drug Paraphernalia and Quantity of Possession of Marijuana.
18. Adjournment.

RMC – Revised Municipal Code

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

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

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

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING MINUTES**

**Community Room
933 Michigan Avenue, Stevens Point, WI**

**May 16, 2022
7:00 PM**

OR

Zoom Teleconferencing

Minutes

1. Roll Call.

Present: Ald. Christianson, Shorr, Keymer, Zarazua, Johnson, Carlson, Shuda, Dalton, Fishler, Morrow.

Excused: Ald. Kneebone.

Others

Present: Clerk Yenter, Attorney Beveridge, Deputy C/T Freeberg, Director Lemke, Director Kernosky, Director Kremer, Director Beduhn, Chief Kussow, Chief Moody, H/R Manager Frasch, Taylor Hale - Portage County Gazette.

2. Salute to the Flag and Mayor's opening remarks.

3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.

4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.

Dave Eiden, 1008 Matilda Street, spoke about the Church Street bridge that is in need of attention.

Lance Lewis, 3845 Augusta Court, spoke about the Juneteenth celebration on June 18th at Piffner Park.

5. Presentation to the Mayor and Council:

- 1. Julia Sapa, Senior Poppy Princess and Jaelyn Tepp, Junior Poppy Princess.**
- 2. City Attorney Beveridge – Basics of Open Meetings and quorums.**

Julia Sapa and Jaelyn Tepp shared the history of the Poppy and Poppy Princesses. Julia concluded by sharing the poem "In Flanders Fields" written by Lieutenant Colonel John McCrae.

Attorney Beveridge gave an overview of open meetings and quorums as well as the steps needed to alert the public of a meeting.

Consideration and Possible Action on the Following:

6. Consent Agenda:

Minutes of the Common Council Meeting of April 18, 2022, the Common Council Reorganization Meeting of April 19, 2022, and the Special Common Council of May 9, 2022.

Actions of the Police and Fire Commission meeting of May 3, 2022:

5. Confirmation of bills

11. Request to hire Assistant Chief Zvara at Step 4 of the City of Stevens Point pay plan

Actions of the Park Commission meeting of May 4, 2022:

2. Approval of April 6, 2022 meeting minutes

3. Election of Chairperson and Vice Chairperson

4. Request from Point Fastpitch to serve alcoholic beverages during a youth softball tournament within Goerke Park.

6. Division Reports

7. Director's Report

Actions of the Board of Water and Sewerage Commissioners meeting of May 9, 2022:

2. Approval of April 11, 2022 meeting minutes.

3. Approval of Department Claims.

Actions of the Airport Commission meeting of May 9, 2022:

2. Approval of the April 11, 2022 meeting minutes.

3. Approval of Department Claims.

Actions of the Transportation Commission of May 9, 2022:

2. Approval of April 11, 2022 minutes.

3. Approval of the April 2022 financial / claims report.

4. Approval to use transit general funds for the purchase of a paratransit vehicle.

5. Approval to waive fares for people 18 and under - June 6, 2022 to September 2, 2022.

Minutes and Actions of the Personnel Committee meeting of May 9, 2022:

3. Amendment to Administrative Policy 3.01(11) Standard Benefits - Uniform / Clothing Allowance.

4. Request to start the Assistant Chief of Fire at Step 4 per Administrative Policy 2.06.

5. Request for Temporary Assignment Pay for Deputy Comptroller-Treasurer.

Minutes and Actions of the Special Board of Public Works Meeting of May 3, 2022 and the Board of Public Works Meeting of May 9, 2022.

Minutes and Actions of the Public Policy and General Government meeting of May 9, 2022:

2. Request to Hold Event/Street Closing.

3. License List.

Minutes and Actions of the Finance Committee meeting of May 9, 2022:

3. Discussion and Possible action on authorizing the Department of Public Works to apply for various infrastructure improvement grants, related to the federal Infrastructure Investment and Jobs Act, including STP-Urban and STP-Bridge.

4. Discussion and Possible action on approving staff to enter into a purchase agreement for the Fire Department Training Facility building.

6. Discussion and Possible action on the designation of the official newspaper.

7. Discussion and Possible action on approving an overlap for the Accountant position in the Treasurer's Office.

8. Discussion and Possible action on approval of claims paid.

Mayoral Appointments.

Ald. Johnson moved, Ald. Dalton seconded, to approve the consent agenda with item #3 of the Finance Committee meeting pulled for further discussion.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Carlson, Shuda, Dalton, Fishler, Morrow.

Nays: None. Motion carried.

Director Beduhn gave an overview of the grants being applied for.

Ald. Christianson moved, Ald. Carlson seconded, to approve item #3 from the Finance Committee meeting.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Carlson, Johnson, Zarazua, Keymer, Shorr, Christianson.

Nays: None. Motion carried.

7. A request from Bill Schierl for a facade improvement grant in the amount of \$43,912.00 to restore the front facade of the building located at 1040 Main Street (Parcel ID 281240832202923).

Ald. Johnson moved, Ald. Shuda seconded, to approve the request from Bill Shierl for a facade improvement grant in the amount of \$43,912.00.

Director Kernosky answered questions regarding grant eligibility for the grants offered.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Carlson, Shuda, Dalton, Fishler, Morrow.

Nays: None. Motion carried.

8. Revocable Occupancy License - to allow Sentry World to install media conduits within the right-of-way on North Point Drive.

Ald. Morrow moved, Ald. Christianson seconded, to approve the Revocable Occupancy License.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Carlson, Johnson, Zarazua, Keymer, Shorr, Christianson.

Nays: None. Motion carried.

9. To award the Synthetic Turf Replacement Project for Community Stadium in Goerke Park to Sprinturf, LLC in the amount not to exceed \$739,546.18.

Ald. Shorr moved, Ald. Fishler seconded, to approve the awarding of the Synthetic Turf Replacement Project for Community Stadium in Goerke Park to Sprinturf, LLC in the amount not to exceed \$739,546.18.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Carlson, Shuda, Dalton, Fishler, Morrow.

Nays: None. Motion carried.

10. Request to increase hours for Director of Riverfront Art Center in Parks, Recreation and Forestry Department.

Ald. Zarazua moved, Ald. Carlson seconded, to approve the request to increase hours for Director of Riverfront Art Center in Parks, Recreation and Forestry Department.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Carlson, Johnson, Zarazua, Keymer, Shorr, Christianson.

Nays: None. Motion carried.

11. Discussion and possible action on the Weights and Measures Contract with DATCP (Department of Agriculture, Trade, and Consumer Protection).

Ald. Dalton moved, Ald. Keymer seconded, to approve the Weights and Measures Contract with DATCP (Department of Agriculture, Trade, and Consumer Protection).

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Carlson, Shuda, Dalton, Fishler, Morrow.

Nays: None. Motion carried.

12. Discussion and possible action on Assignment and Amendment to Development Agreement with Opera House, LLC.

Ald. Christianson moved, Ald. Johnson seconded, to approve the Assignment and Amendment to Development Agreement with Opera House, LLC.

Call for the vote: Ayes: Morrow, Fishler, Dalton, Shuda, Carlson, Johnson, Zarazua, Keymer, Shorr, Christianson.

Nays: None. Motion carried.

13. Adjournment.

Adjourned at 8:07 p.m.

**CITY OF STEVENS POINT
SPECIAL COMMON COUNCIL MEETING MINUTES**

**Community Room
933 Michigan Avenue, Stevens Point, WI**

**June 13, 2022
6:15 PM**

OR

Zoom Teleconferencing

Consideration and Possible Action on the Following:

1. Roll Call.

Present: Ald. Christianson, Shorr, Keymer, Zarazua, Johnson, Carlson, Kneebone, Shuda, Dalton, Fishler, Morrow.

Others

Present: Mayor Wiza, Clerk Yenter, Director Beduhn, Director Kernosky, Assistant Chief Rottier, Director Kremer, Deputy C/T Freeberg, Attorney Beveridge, Chief Moody, Admin Assistant Church.

2. To award the Union Street Extension Project #22-09 to Advance Construction, Inc. in the amount not to exceed \$596,039.83.

Ald. Christianson moved, Ald. Morrow seconded, to approve awarding the Union Street Extension Project #22-09 to Advance Construction, Inc. in the amount not to exceed \$596,039.83.

Call for the vote: Ayes: Christianson, Shorr, Keymer, Zarazua, Johnson, Carlson, Kneebone, Shuda, Dalton, Fishler, Morrow.

Nays: None. Motion carried.

3. Adjournment.

Adjourned at 6:16 p.m.

These Minutes are unofficial and subject to modification upon review of the commission at their July 2022 meeting.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF JUNE 7, 2022**

1. **Roll Call:** Commissioners Kirschling, Moore, Mrozek, Ostrowski, Taylor

Also Present: Fire Chief Moody, Police AC Rottier, Police AC Williams, Alderperson Mary Kneebone, Brandi Makuski– Point/Plover Metro Wire

2. **Presidents Report**

President Moore thanked the streets department for patching the Police Department parking lot. President Moore stated the commission will start using Zoom Meetings again.

3. **Confirmation of bills**

Commissioner Ostrowski moved, seconded by Commissioner Kirschling to approve the confirmation of the April 2022 bills.

Ayes, all; nays, none. Motion carried.

4. **Discussion, with possible action, Posting of the Division Chief and Battalion Chief Positions**

Positions for Division Chief – Fire Marshal, and Battalion Chiefs were posted on June 1st. A Chief's Assessment Center for both positions will be held in July. Finalists will be presented at the August Police and Fire Commission Meeting.

5. **Discussion, with possible action, Authorization to hire 2 police officers**

Commissioner Ostrowski moved, seconded by Commissioner Taylor to extend a conditional offer of employment to Jason Dienger and Samuel Hessel upon the successful completion of all hiring protocols and testing.

Ayes, all; nays, none. Motion carried.

6. **Discussion, with possible action, Station #1 Building Updates**

Chief Moody discussed following was discussed in relation to Station 1.

- The HVAC system at Station 1 has been in use beyond it's lifespan.
- A study is being conducted on the system to determine specific needs.
- Bids are being gathered from air conditioner vendors to determine replacement costs.
- The parking lots at Station 1 and 2 will be replaced later this year using funds allocated in 2020. Costs for the project have doubled since then due to lingering affects from the pandemic.
- Proposed Capital Improvements for 2023 include replacing the apparatus bay flooring and repainting walls.
- Currently, the apparatus bay does not meet standards for space, but Truck 1 and an ambulance will be moved to the Training Site in 2024.

7. Police Chief's Report

Assistant Chief Rottier reported:

Note of Interest:

- Completed backgrounds on 3 applicants. We are looking to hire two from this list. Assistant Chief Rottier will be looking for PFC's approval on 6-7-2022.
- Assistant Chief Williams was sworn in on May 3, 2022.
- May 16th I asked Lt. Johnson to put something out to the public about heavy traffic enforcement in the future with the Click it or Ticket and speed grants. In 1.5 days they created a commercial with the help of City Media. Incredible job
- Lt. Johnson had a table for SPPD and spent 4 hours at The Boys and Girls Club Job Fair. The audience was teens looking for summer jobs and future career choices.
- May 13th Lt. Johnson took the top 78 Safety Cadets and 6 advisors from the Stevens Point Elementary Schools to the Wisconsin Dells on May 13th. Each cadet and advisor was given a t-shirt we had made at Mada and was sponsored by local businesses and Unions. The trip was a reward for them for leading the way for their schools and being good role models. The trip went very well.
- Lt. Johnson, Ofc. Schultz and Ofc. Radsek all assisted St. Paul School with their active shooter drill.
- Lt. Johnson gave and 1.5 hr presentation to residents of the Berkshire Retirement Complex. Topics discussed were, what to do in case of an emergency, appropriate use of 911, preparedness in case of an emergency, and several types of Scam were discussed. The Wisconsin Senior Guide was handed out to all participants.
- Assistant Chief Williams has been accepted to 2021-2022 Command College.

Calls of Interest:

- **05/04/22 – Traffic Stop – Pursuit** – Officer attempted to stop a vehicle for speeding. Vehicle fled officer at over 60 mph. Officer terminated and vehicle was not found.
- **05/05/22 – Welfare Check** – Male subject Facebook live streamed himself taking a bunch of pills. He then walked to the Patch St disc golf course where he changed his mind about wanting to die and called 911. He was located and transported to saint Michael's Hospital.
- **05/06/22 – Follow Up – SPASH Alternative** – Vaping complaint from the bus driver the previous day turned into an arrest for drug and drug paraphernalia. Officers arrived and interviewed 4 kids involved. One 17yo male was uncooperative, marijuana, \$700 cash and what is believed to be LSD gel tabs located in his backpack. Resisted arrest, and was carried out to squad car by 4 officers. In Jail.
- **05/06/22 – Disturbance – Late Night Transit Bus** – Bus driver called stating a drunk college kid had tried kicking him. Officers responded found 2 kids trying to flee but got slowed up by the fence by SPASH. Taken into custody
- **05/06/22 – Disturbance – Icon Bar** – Fight inside the bar spilled out into street. Female had been struck in the face with beer bottle, friends and family assisted in gettin her out of downtown. Suspected female was located and cited and also removed from the area.
- **05/07/22 – Suspicious Vehicle – Dixon@Fremont** – Report of teens shooting a BB gun at a person walking. UW-PD stopped the vehicle SPPD took over investigation, several teens in the car several citations issued and parents notified.
- **05/08/22 – Welfare Check – Second St North** – Male subject threatening suicide and then was being physically restrained by his father. Chpt. 51 approved by GBC.

- **05/09/22 – Disturbance – Econo Lodge** – Male party called 911 reporting female was going to stab him during their ongoing argument. Parties were separated. Male caller had a warrant out of MI and another male roommate also had a warrant out of MI. both in jail. Report on disturbance.
- **05/13/22 – Disturbance – Frank&Ernies** – Male arguing with bar tender got upset and pulled out a hand held taser and sparked it. Male was located and arrested for DC and poss. of an electronic weapon.
- **05/14/22 – Burglary – 4412 First St** – House under construction, side door was kicked in Dewalt tools taken, itmes were located in woods nearby while Officers cavassed area. Also located were numerous other vehicles that had been rummaged through, and a couple garages. Investigation continuing.
- **05/17/22 – Suspicious Male – 3rd@Water St** – Report of a male in the river, officers arrived and he was out of water, located as he came out of an alley way and went after Officer still in squad. He was taken into custody and arrested for, DC, resisting, misd. Bail-jumping x2, felony bail-jumping x2, in jail.
- **05/18/22 – Disturbance – The Cabin/Aspirus Hosptial** - Male presented at Aspirus with a large laceration to his chest, approx 20cm cut needed 26 stitches to close. Male suspect was only ID'ed. Investigation conintuing.
- **05/25/22 – Suspicious – Hardee's South** – Caller believed his truck had been shot as he pulled into Hardee's lot. Rear truck topper window shattered, hole in front window of truck topper and shattering the rear truck cab window. No projectile located, vehicle searched and area cameras chekced.
- **05/27/22 – Stabbing – 1900 Blk Water St** – Male and female were in an argument when the female it would appear grabbed a knife and stabbed the male twice, once in the arm and once in the stomach. She was arrested and in jail. Detectives called in to assist, investigaiton continuing.
- **05/30/22 – Threats – 900 Blk 5th Ave** – Female called reporting she was still getting calls from male party who was not to have contact, and now he was threatening to come over and shoot her and then himself. Investigaiton continuing.

Monthly Use of Force Reporting (annual total in parenthesis):

Number of Use of Force Incidents: 3 (28)

- **5-6-22** – SPPD Officers were searching a subject's backpack, who was suspected of selling drugs. The subject became verbally resistive and when officers advised the subject to sit down he refused. The subject was taken control of by the officers, but refused to put his hands behind his back and the officers were forced to take the subject to the ground. On the ground the subject continued to resist, forcing officers to use pressure on the subject's wrists, which allowed them to get handcuffs on the subject. No injuries.
- **5-13-22** – Officers were attempting to arrest ad individual who was intoxicated and was concealing an electric weapon. The suspect was verbally resistive. Once officers tried to handcuff him the suspect pulled one hand free and tensed up. The officers were able to get the suspect's hand behind his back again handcuff him. At this time the suspect stopped on an officer's foot. In order to keep the suspect from stomping on the officer's foot again, a knee strike was delivered to the suspect's leg, stopping the suspect. No injuries to the officer or the suspect.
- **5-17-22** - Report of a male in the river, officers arrived and he was out of water, located as he came out of an alley way and went after Officer still in squad. He was taken into custody and arrested for, DC, resisting, misd. Bail-jumping x2, felony bail-jumping x2, in jail.

Mental health related incidents: Officers Responded to the following as of 5/23/2022:

- 70 welfare checks
- 7 chapter 51s
- 14 voluntaries

K-9 Unit

- **C22-4372** - Vehicle indication by Barry resulted in drug paraphernalia and .25g of Methamphetamine.
- **C22-05342** – Vehicle indication by Barry resulted in drug paraphernalia and .25g of Cocaine.
- Bike Rodeo @ Emmerson Park – Ofc. Lee and K9 Fala
- Portage Co Safety Fair – Sgt Ballew and K9 Barry
- Boys and Girls Club Touch a Truck – Sgt Ballew and K9 Barry

Training: Department trainings are back in full force.

- Court Ofc Schultz attended the Wisconsin Association of Treatment Court Professionals, May 3rd – 5th.
- Officers Nissen, Koback, Wierzba, Stankowski, McLouth, and ONeil all attended the Reid Interview and Interrogation course, May 3rd – 5th.
- Lead Ofc. Clark and Ofc Beach, both active SWAT Team members attended an Advanced SWAT Training Course, May 9th through the 12th.
- SPPD is currently expanding our Peer Support Team, Ofc. Beach, Lepinski, and Yang along with Det. Yenter all attended the 2 day Peer Support training May, 16th and 17th.
- Ofc Konback and Ofc Lepinski were recently added to the SPPD Honor Guard team and attended the week long training, May, 23rd – 27th.
- Ofc Morton attended Pursuit Intervention Techniques (PIT) May, 24th.

Auxiliary Unit:

- 4 events held, **totaling 84.5 hours**, included Aux. Brat Fry, Midwest Modified Car Rally, SPASH Color Run and Brewery Block Party.

Commissioner Moore moved, seconded by Commissioner Mrozek to accept the Police Chief's report for May 2022.

Ayes, all; nays, none. Motion carried.

8. Fire Chief's Report/EMS report

Chief Moody reported:

Significant Events

- 707 Arlington Place Pixelle Paper Mill (Chemical Spill)
- Lake Thomas Road Boat Landing (Cancelled enroute)
- 1529 Skyview Road Stockton (Structure Fire)

Metro Fire Calls: (3)

YTD (20)

- 4101 Hoover Avenue (Structure Fire)
- 1577 Torun Road (Structure Fire)
- I39 @ Mile marker 159 Little Plover River (Car in Little Plover River)

• Fires

- Structure Fires-3

YTD (3)

• Vehicle Fires-1	YTD (3)
• Brush, Grass, Wildland Fires-0	YTD (1)
• Cooking Incidents-1	YTD (15)
• Chimney Fire -0	YTD (1)
• Excessive Heat, Scorch, No Fire-1	YTD (3)
• Electrical Issues-0	YTD (4)
• EMS/Rescue	
• EMS Assist Calls-41	YTD (229)
• Assist Invalid-4	YTD (4)
• Vehicle Accidents with Injury-2	YTD (4)
• Vehicle Accidents General Cleanup-1	YTD (4)
• EMS Standby-0	YTD (1)
• Assist Other Government Agency-0	YTD (3)
• Hazardous Materials	
• Carbon Monoxide Detected-1	YTD (5)
• Natural Gas Detected-2	YTD (8)
• Gasoline and Flammable Leak/Spill-0	YTD (1)
• Hazardous Investigation nothing found-3	YTD (7)
• Oil/Combustible Spill included Vehicle Accidents-1	YTD (4)
• Chemical Spills-1	YTD (1)
• Alarms	
• False Alarms Responses-17	YTD (64)
• Other Incidents	
• Animal Rescue-7	YTD (7)
• Burning Regulation Issues-7	YTD (13)
• Citizen Complaints-0	YTD (2)
• Water/Steam Leak-1	YTD (2)
• Smoke Scare, Odor of Smoke, Steam Mistaken for smoke-0	YTD (4)
• Dispatched and Cancelled Enroute-9	YTD (26)
• Nothing Found on Arrival-0	YTD (2)
• General Service Call-0	YTD (1)
• Technical Rescue	
• Water/Ice Incidents-1	YTD (1)
• Extrication of Victim from Elevator-0	YTD (3)
• Extrication of Victim from a Vehicle-0	YTD (1)
• Extrication of Victim from Building-1	YTD (1)

Monthly Total (105)

Year to Date Total (442)

Total Fire Losses-\$3,000
Total Property Saved-\$0

YTD: \$100,400
YTD: \$3,718,800

- Training:

- Quarterly Metro Training Highrise evolutions, forcible Entry, Tower Operations and Water Supply
- High Angle Repelling and Pickoffs
- (3) members enrolled in Driver/Operator

Total Monthly Training Hours: 400
Year to Date Training Hours:2260.5

- Public Activities:

- Bike Rodeo Emerson Park May 14th
- Foster Care Day Ruth Gilfry Center May 19th
- Memorial Day Ceremony Pfiffner May 30th

- During the week of May 15th, we recognized our EMS staff for all their hard work.
- Marshfield Medical Center River Region: The Emergency Room opened on May 13th. This gives the citizens of Portage County the option of three emergency rooms.
- Training: The training topic this month was Anaphylaxis and Allergic Reaction.
- Boys and Girls Club career fair: MPO Ben Schultz and FF/Medic TJ Ewers participated in a career fair at the Boys and Girls club.
- Changed format of the report to be more comprehensive and detailed.
- The Training Site is coming along nicely
- Membership dues are increasing due to needing certain resources to improve the department.

Commissioner Kirschling moved, seconded by Commissioner Taylor to accept the Fire Chief's Report for May 2022

Ayes, all; nays, none. Motion carried.

9. Enter into closed session pursuant to Wis. Stats. 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) for purposes of discussing the terms of an agreement provide fire protective services to the Village of Park Ridge.

Commissioner Taylor moved, seconded by Commissioner Kirschling, to adjourn into closed session.

Ayes, all; nays, none. Motion carried.

10. Adjournment

Commissioner Ostrowski moved, seconded by Commissioner Moore, to adjourn.

Ayes, all; nays, none. Motion carried.

The meeting adjourned at 2:45 p.m.

REGULAR MEETING MINUTES
Board of Park Commissioners
June 1, 2022 - 6:30 PM
Community Room
933 Michigan Avenue, Stevens Point, WI

Discussion and Possible Action on:

1. Roll Call.

Present: Bob Freckman, Mike Glodosky, Sue Hall, Alder Ginger Keymer, Liz McDonald, John Okonek, Shaun Przybylski, Alder David Shorr, Wayne Sorenson, Alder Mykeerah Zarazua.

Also Present: Anne Hylla, Todd Ernster, Amanda Heineck, Ryan Kyrnoski, Sister Judy, Sister Michelle, Peter Gebhart

2. Approval of May 4, 2022 meeting minutes

Motion by Okonek to approve the meeting minutes, second by Hall; motion passed 10-0.

3. Presentation and consideration of the donation agreement for the convent park parcel.

Motion to accept proposal of the donation agreement as presented . Motion by Glodosky, second by Zarazua; motion passed 10-0.

4. Proposal from the Boys and Girls Club to upgrade the courtyard between the Recreation Center and the Boys and Girls Club Building.

Motion to recommend approval of the proposal with amendments as presented. Motion by Okonek, second by Keymer; motion passed 10-0.

5. Request from the Mid-State Sisters of Skate to serve alcohol in the KB Willett Arena on July 16 and August 13 during their events.

Motion to recommend approval of the request by Sisters of Skate to be able to serve alcoholic beverages during their July and August events. Motion by Glodosky, second by Przybylski; motion passed 10-0.

6. Revision to Donald Copps Municipal Pool Rental Policy #1.04.

Motion to approve revisions as presented to the Donald Copps Municipal Pool Rental Policy. Motion by Okonek, second by McDonald; motion passed 10-0.

7. Director's Report

- 1. Iverson Park restroom project**
- 2. Mead Park pickleball courts project**
- 3. Riverfront Rendezvous**

8. Adjournment.

Motion to adjourn by Okonek, second by McDonald; motion passed 10-0. The meeting adjourned at 7:07 pm.

REPORT OF CITY PLAN COMMISSION

June 6, 2022 – 6:00 PM

In-Person & Zoom Conference Call Meeting

PRESENT: Mayor Wiza, Alderperson Kneebone, Commissioner Arntsen, Commissioner Cooper, Commissioner Haines, Commissioner Rice, and Commissioner Schuler.

ALSO PRESENT: Director Kernosky, Director Kremer, Associate Planner/Zoning Administrator Kuhn, Neighborhood Planner/Economic Development Specialist Klesmith, Alderperson Christianson, Alderperson Keymer, Eric Strangarag, Karey Somers, Phyllis Carlson, Diana Mrozinski, Raymond Cal, Gracia Day, and unidentified audience members via Virtual Zoom Meeting.

INDEX:

Opening Section:

1. Roll call.

Discussion and possible action on the following:

2. Report of the April 4, 2022 meeting of the City Plan Commission.
3. Public Hearing and action on a request from Drew Bain, representing the Wisconsin Public Service Corporation, for a conditional use permit to perform upgrades to an electrical substation located at 3214 Hoover Road (Parcel ID 281230803400602), consistent with Ch. 23.02(1)(a)(3)(b).
4. Public Hearing and action on a request from Tyler Ignatowski for a conditional use permit to construct five duplexes on three unaddressed parcels bounded by North Point Drive and Georgia Street North (Parcel ID's 281240830100144, 281240830100145 & 281240830100146), consistent with Ch. 23.01(13)(f).
5. Public Hearing and action on a request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point for the purposes of extending Union Street 410 feet to the north of Maria Drive and extending Academy Avenue 133 feet to the west within Parcel ID 281240829240099.
6. A request from Doug Lynch for an exception to driveway requirements at 100 Bukolt Park Street (Parcel ID 281240830400808), consistent with Ch. 23.01(15)(i)(3)(k).
7. A request from Brooke Klesmith, representing Inclusa Inc., for a sign variance to construct a freestanding sign at the property located at 2801 Hoover Road (Parcel ID 281230802200041), consistent with Ch. 25.14.
8. A request from the City of Stevens Point to perform improvements to Goerke Park and to construct and addition to the K.B. Willett Ice Area, located at 931 Michigan Avenue (Parcel ID 281240833200107) and consistent with Ch. 23.01(11).
9. A request from the City of Stevens Point to seek membership in the AARP network of age-friendly communities.
10. Community Development Department Annual Report for 2021.
11. Director's Report.

Closing Section:

12. Adjourn.
-

Opening Section:

1. Roll call.

Present: Wiza, Kneebone, Arntsen, Cooper, Rice, Schuler

Excused: Haines

Mayor Wiza welcomed and introduced Commissioner Jeff Schuler.

Discussion and possible action on the following:

2. Report of the April 4, 2022 meeting of the City Plan Commission.

Motion by Commissioner Cooper to approve the report of the April 4, 2022 Plan Commission meeting; seconded by Commissioner Arntsen.

Motion carried 6-0.

3. Public Hearing and action on a request from Drew Bain, representing the Wisconsin Public Service Corporation, for a conditional use permit to perform upgrades to an electrical substation located at 3214 Hoover Road (Parcel ID 281230803400602), consistent with Ch. 23.02(1)(a)(3)(b).

Associate Planner/Zoning Administrator Kuhn provided a summary of the request to perform upgrades to an electrical substation in the form of a 2,610 sq.ft. expansion and associated perimeter fencing and lighting upgrades. After review, staff held no concerns and recommended approval as outlined in the staff report.

Commissioner Haines arrived at 6:04PM.

Commissioners made the following comments:

1. Inquiry as to whether there would be a change or increase in ambient noise because of replacing equipment, to which the applicant indicated there would be no increase.

Mayor Wiza declared the public hearing open.

There was a request for clarification by a Mr. Miller regarding the ambient noise, to which staff noted that the answer had been no, there would be no increase to ambient noise.

Mayor Wiza declared the public hearing closed.

Motion by Commissioner Cooper to approve the request from Drew Bain, representing the Wisconsin Public Service Corporation, for a conditional use permit to perform upgrades to an electrical substation located at 3214 Hoover Road (Parcel ID 281230803400602), consistent with Ch. 23.02(1)(a)(3)(b) with the following:

1. The applicant shall obtain a building permit prior to the start of construction.
2. Staff shall have the ability to approve minor amendments to the site plan.

seconded by Alderperson Kneebone

Motion carried 7-0.

4. Public Hearing and action on a request from Tyler Ignatowski for a conditional use permit to construct five duplexes on three unaddressed parcels bounded by North Point Drive and Georgia Street North (Parcel ID's 281240830100144, 281240830100145 & 281240830100146), consistent with Ch. 23.01(13)(f).

Associate Planner/Zoning Administrator Kuhn provided a summary of the request to construct five duplexes on three unaddressed parcels, reviewing the surrounding neighborhoods, parcel locations, site plan and elevations. It was noted that the three parcels would be required to be combined to proceed, and the proposed private drive had been vetted by the Public Works Department. After review, staff held no concerns and recommended approval as outlined in the staff report.

Commissioner Schuler inquired as to whether the siding material extended to the rear of the building, to which staff added that the stone treatment with vinyl siding would face the private drive, and only vinyl on the rear.

Mayor Wiza declared the public hearing open.

Karey Somers (432 Georgia St N) inquired on the ratio of single-family units versus two-family or more units, and whether the driveways would come off Georgia St N, to which Mayor Wiza noted that no driveways would come off Georgia St N. Lastly, Ms. Somers asked if on-street parking would be allowed on the Georgia St N, and what price points the rentals would be set to.

Associate Planner/Zoning Administrator Kuhn read prepared testimony by Mr. John Gardner into the record. It suggested requiring additional architectural treatment to the walls facing the public street, and to address privacy concern for neighboring properties.

Diana Mrozinski (424 Georgia St N) mirrored Ms. Somers sentiments and noted additional concern for flooding issues and the loss of green space.

Karey Somers (432 Georgia St N) additionally inquired on whether the developer was receiving City incentives, and whether they could see a decrease in their property values and increase in taxes.

Mayor Wiza declared the public hearing closed.

Staff provided the following comments:

1. The tax rate would not change for individuals as everyone paid the same mill rate.
2. Staff did not have information on price per units.
3. Rental ratios for the whole City were around the higher 40%, noting that a specific ratio for just the north side would be more difficult to determine.
4. Vehicular access would be off North Point Dr.
5. On-street parking was allowed City-wide, but they could touch base with Public Works to see if it would make sense to not allow it there considering the narrowness of Georgia St N.
6. There would be (2) water retention facilities with the development to monitor stormwater. The Public Works Department did not have concerns.
7. The zoning was Multiple-Family, therefore the density was below the maximum allowed.
8. There are no City incentives for the proposed project.

Tyler Ignatowski, applicant, requested clarification on requiring additional façade treatments, and whether a specific percentage would be used for the requirement, to which staff noted a 25% per elevation would be likely. A brief discussion followed on adding a condition to cover the façade treatment requirement.

Aldersperson Christianson (District One) noted that the four-foot-tall brick façade being discussed would appear to be higher than what was presented on the existing elevation.

Commissioner Rice noted that there would be a preference for there to be more variations or variety between each building, not specifically a requirement for the façade treatment.

Director Kernosky reminded the commission of their limited ability to regulate architectural items. While the applicant had noted willingness to add additional façade treatment, requesting specific materials or aesthetics was beyond their authority.

Motion by Mayor Wiza approve the addition of the following condition:

1. **Four-foot-tall brick façade shall be located on the east and west facades of each duplex, subject to the review and approval of Community Development staff.**

seconded by Commissioner Cooper

Motion carried 6-1, with Commissioner Rice voting in the negative.

Commissioner Arntsen noted additional concern for the retention area, pointing to the high amount of impervious surface, to which staff reiterated that the Public Utilities Department had reviewed and approved the proposed after initial changes had been requested from the applicant. There was a brief discussion on the

direction of water run-off, as well as the Engineering Department's review and approval of the private drive capability.

Commissioner Rice noted a large loss of natural screening would likely occur to create the retention ponds. Staff confirmed that they had stressed screening to the applicant and pointed to a condition of approval requiring a landscaping plan. After a brief discussion, Mr. Rice noted their comfort in having staff navigate screening directly with the applicant, and an additional screening condition would not be pursued. He hoped the landscaping would assist in alleviating privacy concerns for adjacent neighbors.

Commissioner Rice also pointed to a trend in seeing multiple buildings on one combined parcel, noting that in allowing the combination, future sales of the parcel would price out individual buyers. He asked why there was one combined lot versus individual lots for each building.

Director Kernosky noted that requirements to undergo a Planned Unit Development were more intense and required different steps than a Conditional Use Permit. The applicant had personally chosen to take the Conditional Use Permit process, in which the zoning code allowed for the combination of parcels to maximize the number of duplexes that could be built.

Commissioner Arntsen noted agreement with Commissioner Rice, seeing how individual ownership for each duplex would assist with the scarcity of home ownership, rather than five duplexes rented out by one owner.

Director Kernosky provided a brief narrative on how the City could not control private developments as much as they could for City-incentivized or City-driven developments. He agreed that privately owned properties would strengthen the housing stock, but it was not under their control to force it. He noted additionally the benefits of having a form-based zoning code that could assist in these future requests, but that was a large project further down the road that needed to be addressed.

Karey Somers (432 Georgia St N) inquired on what would occur with the power lines and asked the commission to further review the project before approving it, to which staff noted that contact information would be shared between Ms. Somers and the developer for further discussions.

Motion by Alderperson Kneebone approve the request from Tyler Ignatowski for a conditional use permit to construct five duplexes on three unaddressed parcels bounded by North Point Drive and Georgia Street North (Parcel ID's 281240830100144, 281240830100145 & 281240830100146), consistent with Ch. 23.01(13)(f) with the following:

1. Garbage collection shall be handled commercially, and a trash receptacle location shall be incorporated for the proposed development. Location and proper screening shall be reviewed by City staff.
2. A grading plan shall be provided, subject to the review and approval of Public Utilities staff.
3. The applicant shall meet DNR NOI requirements.
4. Separate water and sewer service shall be installed for each unit.
5. A utility easement and shared access agreement shall be recorded prior to the issuance of occupancy.
6. The three subject parcels shall be combined prior to the start of construction.
7. A landscaping plan shall be produced, subject to the review and approval of the Zoning Administrator.
8. An additional fire hydrant shall be installed to complement the proposed development, subject to the review and approval of the City Fire Marshal.
9. Four-foot-tall brick façade shall be located on the east and west facades of each duplex, subject to the review and approval of Community Development staff.

seconded by Commissioner Rice

Motion carried 7-0.

Commissioner Haines was excused from the meeting.

5. Public Hearing and action on a request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point for the purposes of extending Union Street 410 feet to the north of Maria Drive and extending Academy Avenue 133 feet to the west within Parcel ID 281240829240099.

Director Kernosky summarized the request to extend Union Street 410 feet to the north of Maria Drive and extending Academy Avenue 133 feet to the west within the stated parcel as part of The Grove redevelopment by General Capital Group. While the Plan Commission and Common Council previously approved the request to accept the property for right-of-way purposes, they now needed to amend the Official Street Map. Staff recommended approval as presented.

Commissioners made the following comments:

1. Clarification requested on why Academy Avenue was being extended west, to which staff explained it was proposed to serve a future phase.
2. Inquiry about extending Third Street, to which staff confirmed an extension was already part of the Official Street Map for future development.

Mayor Wiza declared the public hearing open.

Gracia Day (101 Union St) suggested adding a stop sign somewhere between Division Street and Second Street to slow traffic along Maria Drive.

Raymond Cal (1233 Maria Dr) asked if there extending Meadow Street to the north was still on the table, to which staff confirmed that it was, but it was not part of the current public hearing or meeting agenda.

Mayor Wiza declared the public hearing closed.

Motion by Commissioner Arntsen to approve the request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point for the purposes of extending Union Street 410 feet to the north of Maria Drive and extending Academy Avenue 133 feet to the west within Parcel ID 281240829240099; seconded by Commissioner Rice.

Motion carried 6-0.

6. A request from Doug Lynch for an exception to driveway requirements at 100 Bukolt Park Street (Parcel ID 281240830400808), consistent with Ch. 23.01(15)(i)(3)(k).

The item was pulled from the agenda, with plans to come forward next month. No action was taken.

7. A request from Brooke Klesmith, representing Includa Inc., for a sign variance to construct a freestanding sign at the property located at 2801 Hoover Road (Parcel ID 281230802200041), consistent with Ch. 25.14.

Associate Planner/Zoning Administrator Kuhn summarized the request for a 14 ft height, 211 sq.ft. freestanding sign to the east of the intersection of Hoover Road and Industrial Park Road to better identify the entrance to the property and location of multiple non-profit tenants. After review, staff recommended approval with conditions outlined in the staff report.

Mayor Wiza asked for comments from the audience, to which there were none.

Aldersperson Carlson (District Six) noted several concerns from residents for the traffic flow patterns in the area, especially around 3PM. It was noted that the item was not on the agenda, and for the Alder to contact the Mayor's office to discuss separately.

Motion by Aldersperson Kneebone to approve the request from Brooke Klesmith, representing Includa Inc., for a sign variance to construct a freestanding sign at the property located at 2801 Hoover Road (Parcel ID 281230802200041), consistent with Ch. 25.14. with the following conditions:

1. The freestanding sign shall be located outside of the utility easement area located on the northwest corner of the subject property, subject to the review and approval of City staff.

2. A building permit shall be obtained prior to the start of construction.
3. Staff shall have the ability to approve minor amendments to the project plan.

seconded by Commissioner Arntsen.

Motion carried 5-0, with Commissioner Schuler abstaining.

8. A request from the City of Stevens Point to perform improvements to Goerke Park and to construct and addition to the K.B. Willett Ice Area, located at 931 Michigan Avenue (Parcel ID 281240833200107) and consistent with Ch. 23.01(11).

Associate Planner/Zoning Administrator Kuhn summarized the request to construct a 3,250 sq.ft. addition to the K.B. Willett Ice Arena located at the noted parcel, including a new video scoreboard for the stadium and façade improvements to the stadium's press box and concessions building. He noted that any improvements to public facilities required Plan Commission approval. After review, staff held no concerns and recommended approval as outlined in the staff report.

Mayor Wiza asked for comments from the audience, to which there were none.

Motion by Commissioner Cooper to approve the request from the City of Stevens Point to perform improvements to Goerke Park and to construct and addition to the K.B. Willett Ice Area, located at 931 Michigan Avenue (Parcel ID 281240833200107) and consistent with Ch. 23.01(11) with the following:

1. The applicant shall submit details on proposed signage to be installed on the ice arena addition, subject to the review and approval of Community Development staff.
2. An additional fire hydrant shall be installed to support the proposed addition, subject to the review and approval of the City Fire Marshal.
3. A building permit shall be obtained prior to the start of construction.
4. Staff shall have the ability to approve minor amendments to the plan submittal.

seconded by Mayor Wiza

Motion carried 6-0.

9. A request from the City of Stevens Point to seek membership in the AARP network of age-friendly communities.

Mayor Wiza explained that City staff had approached him about the possibility of seeking AARP membership, specifically for like-minded government entities that strive to implement policies and actions that make communities more livable for people of all ages. Membership could also open opportunities for grants that would assist in implementing those policies and actions.

Mayor Wiza asked for comments from the audience.

Aldersperson Christianson (District One) commended the City's push for membership, noting that AARP had been a sponsor at a recent Downtown-focused conference, and they had been impressed by their presentation.

Motion by Commissioner Schuler to approve the request from the City of Stevens Point to seek membership in the AARP network of age-friendly communities; seconded by Aldersperson Kneebone.

Motion carried 6-0.

10. Community Development Department Annual Report for 2021.

Director Kernosky provided highlights for net new construction for 2021, noting the good numbers still came in regardless of the economic shift and ongoing pandemic. He also summarized division make-up, and reviewed major staffing changes for the department. The full report had been included in the staff packet.

Motion by Alderperson Kneebone to approve the Community Development Department Annual Report for 2021 and place it on file; seconded by Commissioner Cooper.

Motioned carried 6-0.

The Annual Report would be made available on the City website.

11. Director's Report

Director Kernosky provided brief updates on:

- a. Developmental Updates
- b. Special Project Updates
- c. Public Policy Updates
- d. Economic Development Updates

Closing Section:

12. Adjourn.

Meeting adjourned at 7:11 PM.

A recording of this meeting can be viewed/heard at: <https://stevenspoint.com/365/AgendasMinutesVideos>

Attachments relating to Agenda Item 4:

Maria Mohr

From: Adam Kuhn
Sent: Wednesday, June 15, 2022 3:17 PM
To: Maria Mohr
Subject: FW: [External] 5 duplexes on Georgia

From: Gardner <candigard@gmail.com>
Sent: Saturday, June 4, 2022 9:55 AM
To: Ryan Kernosky <rkernosky@stevenspoint.com>; Mike Wiza <MWiza@stevenspoint.com>; annapoint14@gmail.com
Subject: [External] 5 duplexes on Georgia

Ryan,

The 5 duplexes are going to look pretty plain with the uninteresting "private" side of the duplex facing the street all lined up. (some variation in setback but not that much) Not much privacy afforded the residents or the neighborhood. A friendly suggestion would be to require some architectural treatment to the walls facing the street and to address the privacy of the residents and the neighbors.

Just a friendly suggestion.

John

(Sorry, can't help myself)

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CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

June 13, 2022 - 6:00 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT Chairperson Mayor Wiza, Fred Hopfensperger, Ald. Carlson, Ald. Kneebone, Ald. Morrow, Ald. Keymer, Ald. Shuda.

OTHERS PRESENT **Alderspersons:** Shorr, Dalton, Johnson, Christianson, Fishler, Zarazua
Directors: Scott Beduhn, Ryan Kernosky, Dan Kremer
Other City Staff: Clerk Yenter, Attorney Beveridge

Informational

1. **Director's Report**
 - a. **2022 Road Resurfacing Project**
 - b. **2022 Streets Improvement Project**

Ald. Fred Hopfensperger **moved**, Ald. Morrow **seconded**, to accept the Director's Report and place it on file.

Call for the Vote: Ayes: All.

Nays: None. Motion adopted.

Discussion and Possible Action

2. **To award the Union Street Extension Project #22-09 to Advance Construction, Inc. for an amount not to exceed \$596,039.83.**

Ald. Morrow **moved**, Ald. Kneebone **seconded**, to award the Union Street Extension Project #22-09 to Advance Construction, Inc. for an amount not to exceed \$596,039.83.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

3. To award the 2022 Road Resurfacing Project #22-02 to Haas Sons, Inc. for an amount not to exceed \$823,729.30.

Ald. Carlson **moved**, Ald. Morrow **seconded**, to award the 2022 Road Resurfacing Project #22-02 to Haas Sons, Inc. for an amount not to exceed \$823,729.30.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

4. To accept the Ordinance Amendments in Chapter 9, Sections 9.02, 9.05 and 9.06 as they relate to Traffic Signs.

Ald. Keymer **moved**, Fred Hopfensperger **seconded**, to accept the Ordinance Amendments in Chapter 9, Sections 9.02, 9.05, and 9.06 as they relate to Traffic Signs.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

Adjourn

Adjourned at 6:08 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
June 13, 2022 - 6:20 PM**

**Community Room
933 Michigan Avenue, Stevens Point, WI**

**OR
Zoom Teleconferencing**

Discussion and Possible Action on:

1. Roll Call.

Present: Ald. Fishler, Keymer, Christianson, Zarazua, Kneebone.

Others

Present: Mayor Wiza, Clerk Yenter, Director Beduhn, Director Kernosky, Assistant Chief Rottier, Director Kremer, Deputy C/T Freeberg, Attorney Beveridge, Chief Moody, Admin Assistant Church, Ald. Shorr, Ald. Johnson, Ald. Carlson, Ald. Shuda, Ald. Dalron, Ald. Morrow.

2. License List:

- A. ***Class "B" Beer/"Class B" Liquor License Renewal: AstroJun at 108 Division Street, Stevens Point for license period beginning July 01, 2022.**
- B. Class "B" Beer/"Class B" Liquor License Renewal: Ranchito Perez at 3462 Church Street, Stevens Point for license period beginning July 01, 2022.**
- C. Class "B" Beer/"Class B" Liquor License Renewal: Rock N Roll Bar N Grill at 2301 Church Street, Stevens Point for license period beginning July 01, 2022.**
- D. Class "A" Beer/"Class A" Liquor License Renewal: West Side Mobil at 232 W Clark Street, Stevens Point for license period beginning July 01, 2022.**
- E. ***Class "B" Beer License Renewal: Asian Buffet at 5509 Hwy 10 E, Stevens Point for license period beginning July 01, 2022.**
- F. Class "B" Beer/Class "C" Wine License Renewal: Main Grain Bakery & Eatery at 1009 First Street, Suites B & C, Stevens Point for license period beginning July 01, 2022.**
- G. Temporary Class "B" Beer/"Class B" Wine License: Stevens Point Area**

Girls Youth Softball Association Inc., PO Box 623, Stevens Point for Point Classic Summer Softball Tournament on July 15 - July 17, 2022 at Goerke Park, 1100 Minnesota Avenue, Stevens Point, WI 54481.

- H. Temporary Class "B" Beer/"Class B" Wine License: Stevens Point Alliance, PO Box 675, Stevens Point for Discover Downtown on July 15 and July 16, 2022, 912 Main Street and Public Square.**
- I. Temporary Class "B" Beer/"Class B" Wine License: Mid-State Sisters of Skate, PO Box 728, Stevens Point for Roller Derby Game on July 16, 2022 at 1000 Minnesota Avenue, Stevens Point, WI 54481.**
- J. Temporary Class "B" Beer/"Class B" Wine License: Mid-State Sisters of Skate, PO Box 728, Stevens Point for Roller Derby Game on August 13, 2022 at 1000 Minnesota Avenue, Stevens Point, WI 54481.**
- K. Temporary Class "B" Beer/"Class B" Wine License: Portage County Democratic Party, 2220 Division Street, Stevens Point for Portage County Democratic Party Picnic on August 28, 2022 at Pfiffner Park, 401 Franklin Street, Stevens Point, WI 54481.**
- L. Change of Agent: GPM Southeast, LLC, 8565 Magellan Pkwy, Suite 400, Richmond, VA 23227; Rhonda Ann Urlaub, 118927 Trailview Street, Stratford, WI 54484, agent at RStore #4487, 5485 US Hwy 10 E, Stevens Point, replacing Jean C. Trakel.**
- M. Commercial Animal Establishment License Renewals:**
 - 1) The Barking Lot, 3432 Minnesota Avenue, Stevens Point; Pamela Schneider, 1937 Plover Street, Owner.**
 - 2) Country Paws Bed & Biscuit, 2107 Country Club Drive, Stevens Point; Laura Bronk, 2107 Country Club Drive, Owner.**
- N. Junk Dealer/Recycler License Renewal: Zacher, Matt & Zacher, Tim, Express Recycling at 2608 Water Street, Section D, Stevens Point.**
- O. Taxicab Company License:**
 - 1) Sentry Services LLC at 1800 North Point Drive, Stevens Point, Mike James.**
 - 2) Spit Fire Transport at 100 Forest Street North, Stevens Point, Louis Patton.**
- P. Taxicab Driver License:**
 - 1) Louis Patton, 100 Forest Street North, Stevens Point for Spit Fire Transport.**

2) Andrew Prokudowicz, 4226 East Jelinek Avenue, Schofield, WI 54476 for Northwoods Cab, LLC.

Ald. Keymer moved, Ald. Zarazua seconded, to approve the license list.

Assistant Chief Rottier said Law Enforcement had no concerns.

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

3. Request to Hold Event/Street Closing:

- A. Riverfront Rendezvous from July 1, 2022 to July 3, 2022 (Recurring).**
- B. Fourth of July Parade on July 4, 2022 (Recurring).**
- C. Discover Downtown on July 15, 2022 and July 16, 2022 (Recurring w/ Changes).**

Ald. Christianson moved, Ald. Keymer seconded, to approve the recurring events.

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

- D. Roller Derby Game on July 16, 2022 (New Event).**
- E. Roller Derby Game on August 13, 2022 (New Event).**

Ald. Keymer moved, Ald. Zarazua seconded, to approve the new events.

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

4. Beekeeper Permits:

- A. Lucas Arneson - 3316 Alder Street.**
- B. Matt Jaworski - 1300 West Gates Drive.**

Ald. Kneebone moved, Ald. Zarazua seconded, to approve the beekeeping permits.

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

5. Ordinance Amendment: Public Peace and Offenses Against Public Policy - Amend Deposit Amount for Possession of Marijuana and Possession of Drug Paraphernalia and Quantity of Possession of Marijuana.

Ald. Kneebone moved, Ald. Zarazua seconded, to approve the ordinance amendment.

Aldersperson Carlson said it is up to the state of Wisconsin to change the marijuana laws rather than Stevens Point to lower the fine. He pointed to unintended consequences such as arrests that would be charged as criminal offenses.

Aldersperson Morrow said the decision should be left to state representatives. He spoke about the second offense being a felony, and the ramifications people could face. Morrow said by making this change, the city would be setting people up by making the first offense five dollars when a second offense could be a felony.

Ben Kollock, 1372 North Second Drive, walked through the process of citations leading to felony charges. He stated the goal of this amendment is to help the people of Stevens Point to improve their lives. Mr. Kollock stated he has been battling cancer for 8 years, and spoke about the ways marijuana could help him.

Mitchell Craven supports lowering the fine to \$5. He spoke about the customers he serves and the reasons they purchase marijuana.

Joshua Rosenkranz walked through the history behind why marijuana was made illegal and voiced his support for the ordinance amendment. He shared his friend's experiences with marijuana charges and how disappointed he was that this conversation is still ongoing.

Assistant Chief Rottier spoke about the decriminalizing of the statute that has already taken place. He clarified the procedures related to the second offense prosecution and showed what five grams of marijuana looks like. Rottier stated that law enforcement is in agreement with leaving the decision up to the state rather than the city. He pointed to the amount of fines imposed by other institutions and areas in comparison to the proposed ordinance change.

Attorney Beveridge spoke about his experience with prosecuting the tickets and explained the difference between a deposit amount and a bond amount. He explained some changes that will be a part of the proposed ordinance amendment moving forward.

Aldersperson Johnson, spoke about her daughter's battle with illness and the medications she uses, stating that none of them work to alleviate her pain. She expressed her desire for medical marijuana to be available.

Call for the vote: ayes, majority; nays, minority; motion carried.

6. Adjournment.

Adjourned at 7:14 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

June 13, 2022 - 7:15 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 838 1550 3517 | Passcode: 442969

By Computer:

<https://us02web.zoom.us/j/83815503517?pwd=RjJIZ25TMzhLV3VnOXJQQ3I2TGRVUT09>

By Phone: +1-312-626-6799 (US Chicago)

MINUTES

I. Non-Action Items:

1. Roll Call.

PRESENT Ald. Morrow, Shorr, Johnson, Dalton, and Carlson

OTHERS

PRESENT Mayor Wiza; Clerk Yenter; Attorney Beveridge; Deputy C/T Freeberg; Alderpersons: Keymer, Zarazua, Kneebone, Fishler, Christianson, Carlson; Chief Moody; Asst. Chief Rottier; Directors: Beduhn, Kernosky, Kremer

2. Discussion on financial obligations, terms and prohibited uses of the \$3.5 million STP Grant.

Director Beduhn explained the financial obligations, terms, and prohibited uses with regards to the STP Grant.

II. Discussion and Possible Action on:

3. Discussion and possible action on a park donation agreement between the City of Stevens Point, General Capital, and the Sisters of St. Joseph Third Order of St. Francis

Ald. Shorr **moved**, Ald. Carlson seconded, to approve the park donation agreement

between the City of Stevens Point, General Capital, and the Sisters of St. Joseph Third Order of St. Francis.

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

4. Discussion and possible action on future of Edgewater Manor.

Ald. Carlson **moved**, Ald. Morrow seconded, to move forward with the razing of Edgewater Manor.

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

5. Approval of Claims Paid.

Ald. Shorr **moved**, Ald. Dalton seconded, to approve the claims paid in the amount of \$5,574,523.27.

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

6. Adjourn into closed session (approximately 6:50 P.M.) 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. Discussion on possible development agreement for a property located within Tax Increment Finance District #13.

B. Discussion on possible development agreement for a property located within Tax Increment Finance District #10.

C. Discussion on possible purchase of properties and other possible agreements of said property within the Town of Hull.

*****D. Discussion on the terms of an agreement to provide fire protective services to the Village of Park Ridge.**

Ald. Shorr **moved**, Ald. Morrow seconded, to adjourn in closed session at 7:41 p.m.

Roll Call: Ayes: Ald. Morrow, Shorr, Johnson, and Carlson Nays: Ald. Dalton
Motion carried.

7. Reconvene for Possible Action on the above-referenced closed session item(s).

Ald. Dalton **moved**, Ald. Morrow seconded, to reconvene into open session at 8:53 p.m.

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

III. Closing Items:

8. Adjournment.

Adjournment at 8:54 p.m

Application Form

Name: MARK ILTEN

Address: 3701 Lorraine St. (54481)

Phone: _____

Email: _____

Indicate which board(s), commission(s), and/or committee(s) you are interested in serving on.

#1 Plan Commission
#2 Board of Appeals

Please write a brief description of your background and why you are interested in serving (attach extra sheets if necessary):

see attached

City of Stevens Point
Attn: City Clerk's Office
1515 Strong's Ave.
Stevens Point, WI 54481

Stevens Point

Boards, Commissions, & Committees Application



RECEIVED
MAY 31 2022

CITY CLERKS
OFFICE

Please return the completed application and a copy of your resume to:

City of Stevens Point City Clerk's Office

1515 Strong's Avenue, Stevens Point WI, 54481

To: City Clerk, Mayor of City of Stevens Point
Date: May 27, 2022
Re: Open positions on Plan Commission and Board of Appeals

Dear Friends,

I noted with interest the call for citizen applications to the above two city boards. I would be interested in serving on either of these boards with a preference for the Plan Commission.

I have a BA (history), a BSEE (electrical engineering) and a JD (juris doctorate), all from Valparaiso University, Valparaiso, Indiana

I have been a resident of the City of Stevens Point since 1975 when I started practicing law with the Glinski Law Firm. During my legal career I also worked as the managing partner in the Haferman & Ilten Law Office as well as an attorney with the Anderson O'Brien Law Office for the six years prior to my retirement from the active practice of law in 2019. My area of practice involved estate planning, real estate, Medicaid planning and small business formation although I had the opportunity to practice in almost all areas of law during my career.

I have served as a commissioner on the Portage County Condemnation Commission, as the fair hearing examiner for the Portage County Department of Health and Social Services, as treasurer of Intrastate Recycling (the volunteer forerunner to our current recycling programs in the county), as a director (nine years) and president of the Community Foundation of Central Wisconsin, Inc. and as the treasurer since 1992 for the Stevens Point City Band (which has provided free summer concerts to City residents for well over 100 years.) My wife and I raised our family of three children as residents of the "North Side" for over 30 years and now live near Washington School. I have been active in my church, St. Paul's Lutheran Church, since my arrival in Stevens Point and have served in many of its leadership positions. I still teach a bell choir class for some of the children of the St. Paul Day School on a weekly basis.

I believe that I have developed a good appreciation of the workings of government during my years of employment, how citizens interact with government in their dealings, their expectations, both reasonable and unrealistic, how operation of our City relies on the even-handed application of its laws and ordinances and also how the weight of government can sometimes appear burdensome to the average citizen.

I would be delighted to assist my fellow residents in making their City function well.

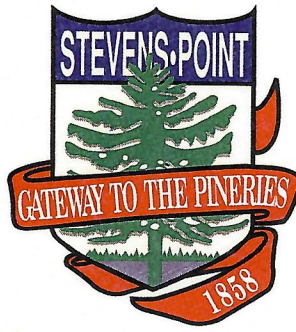


Mark Ilten

Supplemental Poll Workers for 2022-2023

Presented for approval by the Common Council - June 20, 2022

[illegible]



RESOLUTION JOINING THE WISCONSIN LOCAL GOVERNMENT CLIMATE COALITION (WLGCC)

WHEREAS, The City of Stevens Point, Wisconsin, has cause for concern regarding the negative impacts of climate change on the greater society and within the local community insofar as climate change increases the risk of flooding, extreme weather, public infrastructure damage, and economic loss; and

WHEREAS, Mitigating the major contributing factors, such as the burning of fossil fuels, is imperative to slow climate change and protect the public welfare; and

WHEREAS, Stevens Point recognizes our impact on climate change and has taken sustainability, alternative energy and carbon reduction actions to reduce that impact; and

WHEREAS, The State of Wisconsin has a goal of 100% carbon-free electricity by 2050, and local governments are important factors to help implement the Wisconsin goal and Clean Energy Plan; and

WHEREAS, The Wisconsin Local Government Climate Coalition (WLGCC) is comprised of local governments that work together to seek low-carbon and clean energy solutions, and members recognize that climate change poses severe risks to communities and that the worst effects of climate change cannot be avoided without effective State policy; and

WHEREAS, WLGCC and the City of Stevens Point both support the following:

- Increased State and Federal funding for energy efficiency, renewable energy, electrification of transportation and buildings, and advanced technology and research development solutions.
- State policies and laws that enable local governments and others to implement such actions to grow the clean energy workforce.
- Choices and universal access to clean energy to reduce cost and participation barriers.
- Smart growth development policies and funding to reduce vehicle miles traveled and to preserve natural resources, including agricultural, forestry, and recreational lands; and

WHEREAS, The City of Stevens Point shares the goals of the WLGCC;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Stevens Point that Stevens Point officially joins the Wisconsin Local Government Climate Coalition in their efforts.

Approved:

Attest:

Mayor

City Clerk

Adopted: June 20th, 2022

RESOLUTION

[CONDITIONAL USE PERMIT – 3214 HOOVER ROAD – IMPROVEMENTS TO ELECTRICAL SUBSTATION]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 3214 Hoover Road (**Parcel ID 281230803400602**) and described as S300' OF N333' OF E400' OF NESE;SUBJ RD ALG E/S EXC E69' 679/1005 S3 T23 R8 2.28A 277/451-3;698679-ORD, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit to perform improvements to an existing electrical substation, subject to the following conditions:

1. The applicant shall obtain a building permit prior to the start of construction.
2. Staff shall have the ability to approve minor amendments to the site plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: June 6, 2022
Adopted: June 20, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[CONDITIONAL USE PERMIT – THREE UNADDRESSED PARCELS BOUNDED BY NORTH POINT DRIVE AND GEORGIA STREET NORTH – CONSTRUCT FIVE DUPLEXES]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, three unaddressed parcels bounded by North Point Drive and Georgia Street North (**Parcel ID's 281240830100144, 281240830100145 & 281240830100146**). Parcel ID 281240830100144 is described as Lot 1, CSM 011484 DOC-874819 BNG LOT 6 HORIZON ESTATES & PRT NENE S30 T24 R8 .453A 82784, City of Stevens Point, Portage County, Wisconsin. Parcel ID 281240830100145 is described as Lot 2, CSM 011484 DOC-874819 BNG LOT 5 HORIZON ESTATES & PRT NENE S30 T24 R8 .405A 827841, City of Stevens Point, Portage County, Wisconsin. Parcel ID 281240830100146 is described as Lot 3, CSM 011484 DOC-874819 BNG LOT 2 ASSRS PLAT #6 & PRT NENE S30 T24 R8 .394A 827841, City of Stevens Point, Portage County, Wisconsin. The above parcels are hereby granted a Conditional Use Permit to construct five duplexes, subject to the following conditions:

1. Garbage collection shall be handled commercially, and a trash receptacle location shall be incorporated for the proposed development. Location and proper screening shall be reviewed by City staff.
2. A grading plan shall be provided, subject to the review and approval of Public Utilities staff.
3. The applicant shall meet DNR NOI requirements.
4. Separate water and sewer service shall be installed for each unit.
5. A utility easement and shared access agreement shall be recorded prior to the issuance of occupancy.
6. The three subject parcels shall be combined prior to the start of construction.
7. A landscaping plan shall be produced, subject to the review and approval of the Zoning Administrator.
8. An additional fire hydrant shall be installed to complement the proposed development, subject to the review and approval of the City Fire Marshal.
9. Four-foot-tall brick façade shall be located on the east and west facades of each duplex, subject to the review and approval of Community Development staff.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: June 6, 2022
Adopted: June 20, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

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

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

SECTION I: That the Official Street Map and Extraterritorial Street Map of the City of Stevens Point be amended by adding the following described streets:

Union Street North

A 60 foot wide street from its intersection with Maria Drive extending to the north, more particularly described as follows and depicted on attached Exhibit 'A':

Said street being part of the Right of Way Dedicated to the Public of Portage County Certified Survey Map Number 011637, located in the Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter of Section 29, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the east quarter corner of said Section 29; thence South 89 degrees 44 minutes 43 seconds West along the south line of said Northeast Quarter of Section 29 a distance of 2,116.49 feet; thence North 00 degrees 06 minutes 57 seconds West 28.85 feet to the north right of way line of Maria Drive; thence South 89 degrees 45 minutes 34 seconds West along said north right of way line 1,000.08 feet to the point of beginning; thence continuing South 89 degrees 45 minutes 34 seconds West along said north right of way line 60.0 feet; thence North 00 degrees 00 minutes 00 seconds West 410.26 feet; thence South 90 degrees 00 minutes 00 seconds East 60.0 feet; thence South 00 degrees 00 minutes 00 seconds East 410.00 feet to the point of beginning and there terminating.

Academy Avenue

A 60 foot wide street from its intersection with Union Street North extending to the west, more particularly described as follows and depicted on attached Exhibit 'A':

Said street being part of the Right of Way Dedicated to the Public of Portage County Certified Survey Map Number 011637, located in the Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter of

Section 29, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the east quarter corner of said Section 29; thence South 89 degrees 44 minutes 43 seconds West along the south line of said Northeast Quarter of Section 29 a distance of 2,116.49 feet; thence North 00 degrees 06 minutes 57 seconds West 28.85 feet to the north right of way line of Maria Drive; thence South 89 degrees 45 minutes 34 seconds West along said north right of way line 1,000.08 feet; thence North 00 degrees 00 minutes 00 seconds West 410.00 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West 132.66 feet to a point on the west line of Lot 3 of Portage County Certified Survey Map Number 3356-12-14; thence North 00 degrees 14 minutes 22 seconds West along said west line 60.0 feet; thence South 90 degrees 00 minutes 00 seconds East 132.91 feet; thence South 00 degrees 00 minutes 00 seconds East 60.0 feet to the point of beginning and there terminating.

SECTION II: The City Clerk shall file a copy of the ordinance with the Register of Deeds of Portage County, Wisconsin.

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: May 23, 2022
Approved: June 20, 2022
Published: June 24, 2022

RETURN TO: Stevens Point City Clerk
Drafted by P. Fuehrer, City Engineering

RESOLUTION

[SIGN VARIANCE – 2801 HOOVER ROAD – INSTALL FREESTANDING SIGN]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 2801 Hoover Road (**Parcel ID 281230802200041**) and described as Unit 4, NONPROFIT CENTER CONDOMINIUM & 11.45% UNDIV INT COMMON ELEMENTS; SUBJ DECL-880321 .863A 880630, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Sign Variance to install one freestanding sign on the property, subject to the following conditions:

1. The freestanding sign shall be located outside of the utility easement area located on the northwest corner of the subject property, subject to the review and approval of City staff.
2. A building permit shall be obtained prior to the start of construction.
3. Staff shall have the ability to approve minor amendments to the project plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: June 6, 2022
Adopted: June 20, 2022

Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[APPLY FOR MEMBERSHIP TO THE AARP NETWORK OF AGE-FRIENDLY COMMUNITIES]

WHEREAS, the 2020 United States Census found that 27 percent of the population of Stevens Point is aged 50 and over and 18 percent is aged 65 and over; and

WHEREAS, population projections indicate that the number of older Stevens Point residents are anticipated to increase; and

WHEREAS, health and safety are of highest concern to the citizens of Stevens Point; and

WHEREAS, short- and long-term planning processes should include the needs of all people, regardless of their age, physical abilities, socioeconomic status, and other factors of older adults; and

WHEREAS, community actions on housing, transportation, land use, economic development and public facilities should be consistent with duly adopted plans that have been developed with public input; and

WHEREAS, the AARP Network of Age-Friendly Communities is a membership organization of communities who strive to make the lives of people of all ages more livable; and

WHEREAS, membership in the AARP Network of Age-Friendly Communities provides access to financial and technical assistance to implement policies that makes our community more livable; and

NOW, THEREFORE BE IT RESOLVED that the City of Stevens Point seeks to promote the health and sustained economic growth of residents of all ages, and requests membership in the AARP Network of Age-Friendly Communities.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: June 6, 2022
Adopted: June 20, 2022

Drafted by: Adam Kuhn
Return to: City Clerk



MEMORANDUM

To: Common Council
Mayor Mike Wiza

From: Ryan Kernosky, Director of Community Development 

Date: June 20, 2022

RE: **Collateral Assignment of Development Agreement for Bantr Mixed-Use Building at 209 Division Street**

Alders –

Attached to this memorandum is a Collateral Assignment of Development Agreement between 209 Division Street, LLC (Developer) and Green State Credit Union. This collateral assignment is being done so that, in the event of default, Green State Credit Union can utilize the TIF incentive as collateral to the project. The collateral is a critical piece for the loan the developer is seeking from Green State Credit Union. Because the City and the Developer were party to the original development agreement, the City must authorize the collateral assignment. Per Section 9.11 of the original development agreement:

Section 9.11 Assignment. Nothing herein shall prevent Developer from assigning its rights in this Agreement to another entity, as long as Developer receives written consent of the City, and as long as said entity consists of the same owners as Developer, and such transferee agrees to be bound by the provisions of this Agreement as if such transferee were an original signatory hereto.

Staff considers this a normal process of development and would recommend approval as presented. Please let me know if you have any questions. 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.

Drafted by and after recording return to:

Ryan J. Prahm
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd, Suite 201
Coralville, Iowa

(319) 351-2028
facsimile (319) 351-1102

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (referred to herein as “**Agreement**”) enters into and made effective as of June __, 2022, by Secure Fund, LLC, a Wisconsin limited liability company, whose principal business address is P.O. Box 215, Plover, WI 54467 (“**Developer**”) and 209 Division Street, LLC, a Wisconsin limited liability company whose business address is 3062 Village Park Drive, P.O. Box 215, Plover, WI 54467 (the “**Owner**” and/or “**Borrower**”) in favor of the GreenState Credit Union, whose principal business address is 2355 Landon Road, P.O. Box 800, North Liberty, Iowa 52317 (“**Lender**”), and approved by the City of Stevens Point, Wisconsin, a municipal corporation (the “**City**”).

RECITALS

A. Owner/Borrower and Lender have entered into that certain Construction Loan Agreement dated as of June __, 2022 (the “**Loan Agreement**”), pursuant to which Lender has agreed to make certain loans to Borrower in the aggregate amount of \$10,125,000.00 (the “**Loan**”) for the purpose of providing financing for the development of certain property legally described on Exhibit A attached hereto and hereby incorporated herein (the “**Property**”).

B. The Loan to Borrower is evidenced by its promissory note of even date herewith given to Lender in the amount of \$10,125,000, respectively (collectively, the “**Notes**”) with interest from the dates thereof at the rate set forth in the Note, with principal and interest to be payable in accordance with the terms and conditions provided in the Note.

C. Developer entered into a Development Agreement dated April 19, 2021, by and between Developer and the City (the “**Development Agreement**”) and incorporated by reference herein.

D. The Developer and Owner have related ownership and Developer and Owner desires to assign all right, title, and interest in the Development as the same relates to the Property, to the Lender as additional security for the Loan.

E. The Lender hereby desires to assume all right, title, and benefits in and to the Development Agreement as the same relates to the Property.

AGREEMENT

For good and valuable consideration the parties hereto agree as follows:

1. Assignment. For valuable consideration received, the adequacy and sufficiency of which is duly acknowledged by Owner and Developer do hereby assign, transfer, set over, deliver and convey to Lender as security for the Loan made to Owner, all of their rights, titles, interests, privilege, powers, benefits and remedies set forth in the Development Agreement, including, without limiting the foregoing, payments, tax rebates and option rights. Said assignment is to automatically become a present, unconditional assignment, at Lender's option, in the event of a default by Owner under the Note, or documents securing the Notes and the failure of Owner to cure such default within any applicable grace period.

2. Notice to City. The Lender agrees to provide the City (Attn: City Manager) of any notice of default provided to Borrower under the Loan Agreement or Notes.

3. Attorney-in-Fact. Upon the occurrence of a default or event of default under either of the Note or the Loan Agreement and Lender providing City a written notice thereof (a “**Default**”), without affecting any of Lender’s rights or remedies against Owner under any other instrument, Owner shall be deemed to have irrevocably appointed Lender as Owner’s attorney in fact to exercise any or all of Owner’s rights in, to and under the Development Agreement and to give appropriate receipts, releases and satisfactions on behalf of Owner in connection with the performance by any party to the Development Agreement and to do any or all other acts in Owner’s name or in Lender’s own name that Owner could do under the Development Agreement with the same force and effect as if this Assignment had not been made. Upon receipt of a notice of a Default provided by Lender to the City, the City shall make any payments due under the Development Agreement directly to Lender. In addition, Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Wisconsin. If notice to Owner or Developer of any intended disposition of collateral or of any intended action as required by law in any particular instance, such notice shall be deemed commercially reasonable if given in writing at least ten (10) days prior to the intended disposition or other action. Owner and Developer hereby authorize Lender to deliver a copy of this Assignment to any other party to the Development Agreement to verify the rights granted to Lender hereunder. All other parties under the Development Agreement are authorized and directed by Owner and Developer to tender performance of its obligations under the Development Agreement to Lender upon presentation of a copy of this Assignment.

4. Termination. At such time as the Loan is paid in full this Agreement and all of Lender's right, title and interest hereunder with respect to the Development Agreement shall terminate.

5. Financing Statements; Failure to Perfect. Owner authorizes Lender to file a UCC financing statement, a copy of this Agreement, as well as continuation statements, to perfect and maintain perfection of Lender’s security interest with the Polk County Recorder’s Office and the Secretary of State for the state of Wisconsin. Failure of Lender to protect, preserve, maintain or continue any security interest shall not in any way diminish, waive, release, restrict, limit, bar or estop enforcement of Lender’s rights under this Agreement or applicable law, nor give rise to any defense with respect thereto (including but not limited to mitigation of damages).

6. Owner and Developer Covenants. Owner and Developer each hereby covenants with Lender that during the term of the Development Agreement: (a) Owner and Developer shall not transfer the responsibility for development of the Property to any other person or entity without prior written notification to Lender and the prior written consent of Lender, may be withheld by Lender in Lender's sole discretion; (b) Owner and Developer shall not terminate or amend any of the terms or provisions of the Development Agreement without the prior written consent of Lender, which consent shall not be unreasonably delayed but may be withheld by Lender in Lender's sole discretion; (c) Owner and Developer shall not grant a security interest in the Development Agreement to any third-party; (d) Owner and

Developer will not revoke the election made in Section 7(a) and 7(b) below; and (e) Owner and Developer shall not breach any term or obligation of the Owner or Developer under the Development Agreement.

7. Owner and Developer's Representations and Warranties. With respect to the Development Agreement, Owner and Developer acknowledge, agree, represent, warrant and promise to Lender that:

(a) Owner and Developer shall promptly take whatever actions are requested by Lender to effect attachment of, to perfect and continue attachment and perfection of Lender's security interest in the Development Agreement. Upon request of Lender, Owner and Developer will promptly deliver to Lender any and all of the documents evidencing or constituting the Development Agreement, and Owner and Developer will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

(b) The execution and delivery of this Agreement will not violate any law or agreement governing Owner or Developer or to which either is a party, and its certificate or articles of incorporation and bylaws, or certificate or articles of organization and operating agreement, do not prohibit any term or condition of this Agreement.

(c) Owner and Developer represent and warrant to Lender that Owner holds good and marketable title to the Development Agreement, free and clear of all liens, encumbrances, charges and claims of third persons, except for the financing with Lender related to this Agreement.

(d) There is no agreement that has been made under which any deductions or discounts may be claimed concerning the Development Agreement.

(e) Neither Owner or Developer have assigned or granted a security interest in any or all of the rights in the Development Agreement to anyone other than Lender (except security interests to be released as of the date hereof).

8. Default. Each of the following shall constitute an Event of Default under this Agreement without action, election or notice by Lender:

(a) Payment Default. Owner fails to make any payment, in full within 5 business days of when due under the Note or any document securing the Note, or when otherwise due with respect to the Loan.

(b) Non-Payment Defaults. Owner fails to observe, comply with or perform any other term, obligation, covenant or condition contained in this Agreement, the Development Agreement, the Note or in any document securing the Note, after receiving notice of default and the expiration of any applicable cure period.

9. Rights and Remedies on Default. If an Event of Default occurs under this Agreement, at any time thereafter and subject only to the cure provisions, Lender shall provide such notice to the City (Attn: City Manager) in writing, and thereafter may exercise all rights, titles, interest, privileges, powers, benefits and remedies of Owner in the Development Agreement or provided herein.

10. Lender's Obligations/Indemnity. The Lender shall have no obligation to perform or satisfy any duty or obligation of Owner under the Development Agreement. Owner shall and does hereby agree to indemnify, defend and hold the Lender harmless from and against and in respect of any and all actions, causes of action, suits, claims, demands, judgments, proceedings and investigations (or any appeal

thereof or relative thereto or other review thereof) of any kind or nature whatsoever, arising out of, by reason of, as a result of or in connection with the Development Agreement, and any and all liabilities, damages, losses, costs, expenses (including reasonable fees of counsel and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, suffered, incurred or sustained by Lender as a result of, or reason of or in connection with any of the matters above.

11. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the state of Wisconsin. Owner and Lender consent to jurisdiction and venue of the appropriate state or Federal Court for Portage County, Wisconsin for any matter arising out of this Agreement.

12. Notices. All notices required or permitted hereunder shall be given to the addresses set forth on the first page of this Agreement in the manner as provided in the Mortgage.

13. No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Owner or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

14. Liability; No Assumption. This Agreement shall be binding upon and inure to the benefit of Owner and Lender and their respective successors and assigns forever and shall run with the land. It is understood and agreed that the Lender does not assume any of the obligations or duties of the Owner concerning the Development Agreement.

15. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

16. Interpretation. Any ambiguity in or dispute regarding the interpretation of this Agreement shall not be resolved by rule of interpretation providing for interpretation against Lender.

17. Headings. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

18. Attorneys' Fees; Expenses. Owner shall be responsible for and shall immediately pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, as and when incurred by or charged to Lender in connection with the enforcement of this Agreement and protection and enforcement of Lender's rights hereunder or in connection herewith, without regard to approval or confirmation of such amounts by a court. Lender may hire or pay someone else to help enforce this Agreement, and Owner shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services). Owner also shall pay all court costs and such additional fees as may be directed by a court. All amounts owed hereunder shall become part of the Loan as and when they are incurred by or charged to Lender.

19. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

20. Counterparts. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

21. Miscellaneous. The granting of the assignment hereunder authorizes the City to communicate directly with Lender and to make payments under the Development Agreement directly to Lender upon written receipt of an Event of Default by Owner.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF the undersigned has executed this Agreement as of the date and year first written above.

CITY:

CITY OF STEVENS POINT, Wisconsin, a Municipal Corporation
Of the State of Wisconsin

By: _____
Name: Mike Wiza
Title: Mayor

ATTESTED TO:

Kari Yenter, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF PORTAGE)

The foregoing instrument was acknowledged before me this ____ day of June 2022, by Mike Wiza and Kari Yenter, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Stevens Point, Wisconsin, and that said instrument was signed on behalf of said City of Stevens Point, by authority of such officers as the deed of Stevens Point.

Notary Public

EXHIBIT A

Legal Description

Lot one (1) of Certified Survey Map No. 10561-47-141 recorded in the office of the Register of Deeds for Portage County, Wisconsin, in Volume 47 of Certified Survey Maps on page 141, as Document No. 799096; being located in the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section twenty-nine (29), Township twenty-four (24) North, Range eight (8) East, in the City of Stevens Point, Portage County, Wisconsin.

Tax Key: 281-24-0829400203

EXHIBIT B
Development Agreement
(see attached)

8 2 7 0 3 9 1
Tx:4225979

Document Number

Development Agreement
Lokre Apartment Project

Document Title

876372**CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
05/28/2021 02:52 PM****REC FEE: 30.00****TRANSFER FEE:****PAGES: 36**Recording Area **FEE EXEMPT:**

Name and Return Address

City of Stevens Point

City Clerk

1515 Strong's Ave

Stevens Point, WI 54481

281240829400203

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010



DEVELOPMENT AGREEMENT

City of Stevens Point, WI

Lokre Division Street Apartments | 209 Division Street



Approved by the City of Stevens Point on: APRIL 19, 2021

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DEVELOPMENT AGREEMENT – LOKRE DIVISION STREET APARTMENTS

THIS DEVELOPMENT AGREEMENT ("Agreement") made as of the 25th day of MAY, 2021, is made by and between the City of Stevens Point, Wisconsin, a Wisconsin Municipal Corporation (the "City"), and Secure Fund, LLC, a Wisconsin Limited Liability Corporation ("Developer"). Individually, each of the foregoing is a "Party" and collectively, they are the "Parties".

RECITALS

WHEREAS, City desires to encourage development, eliminate blight and prevent blight within the City; and,

WHEREAS, City has recently established Tax Increment District No. 11 ("TID No. 11") pursuant to Wisconsin Statutes; and,

WHEREAS, Developer anticipates that it shall acquire the Property identified and more particularly described on Exhibit A, attached hereto (the "Property"); and,

WHEREAS, City has determined that development of the property will serve to encourage development and to eliminate and prevent blight within the City, and is in the best interests of the City and its residents, and that the economic vitality of TID No. 11 is essential to the economic health of the City; and,

WHEREAS, Developer has filed, or will file, with City the following plans specifications, documents and exhibits ("Plans and Specifications") if and as required by City, for the development of the Property and for making other improvements, it being acknowledged some may be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A schedule showing the name of the Developer and the mailing address and telephone number of Developer's representatives for the Project (as defined herein), incorporated by reference herein as Exhibit B.
2. An accurate topographical map showing topographical data of the property, incorporated by reference herein as Exhibit C.
3. A scale plot plan showing the location, type and size of the proposed use for the Property to be improved by Developer as provided herein, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space and landscape plans, including a statistical table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit D.
4. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit E.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

“Annual Debt Service Payment” means the amount due in a given year on the debt that is issued by the City to finance the upfront cash incentive pursuant to section 4.2(2)1.

“Base Value” means the fair market (equalized) value of the Property on January 1, 2020, which is \$739,857.

“Bond” means bonds or notes issued by City to provide City Support.

“City” means the City of Stevens Point, Wisconsin;

“City Support” means City’s support for the Project to be provided to Developer, as set forth in Section 4.2(2) below;

“Developer” means Secure Fund, LLC and its successors and assigns;

“Differential Payment” means the amount to be paid by Developer as the shortfall, if any, between the amount of taxes due on the Incremental Value guaranteed by Developer pursuant to section 4.1(6) and the amount of taxes billed, for any year during the Term of this Agreement;

“Effective Date” means the final signing date of this Agreement by Parties;

“Excess TIF Revenues” means the amount of TIF Revenues received that are in excess of the Annual Debt Service Payment;

“Incremental Value” means fair market (equalized) value of the real property located at the Property, over and above the Base Value, and does not include the value of any government subsidy or program.

“Initial City Support” means City’s support for the Project to be provided as a one-time payment to Developer, as set forth in Section 4.2(2)1. below;

“Ongoing City Support” means City’s support for the Project to be provided to Developer on an ongoing basis, as set forth in Section 4.2(2)2. below;

“Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by City;

“Project” means the development of the Property, including any public or site related improvements specifically needed for the development (e.g. utility extensions to the property, burying of powerlines, or other similar improvements), within City Tax Incremental District No. 11 as shown on Exhibit D and Exhibit E, in accordance with the Plans and Specifications.

“Property” means the real estate identified and more particularly described on Exhibit A, attached hereto;

“Subsequent Tax Year” means a tax year occurring after a year in which Developer makes a Differential Payment.

“Term” has the meaning set forth in Section 9.10 herein.

“TIF Revenues” means the incremental real property tax revenues generated by the Project from tax year 2022 to tax year 2041, plus any Differential Payments paid, collectively in excess of base value tax revenue;

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of City. City makes the following representations and warranties:

(1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) City makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Developer’s purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by City and no other or further acts or proceedings of City are required prior to execution by the signatories listed below. This Agreement constitutes the legal, valid, and binding agreement and obligations of City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 2.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a Wisconsin Limited Liability Company and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) Developer intends to cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code, historical district and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) Developer intends to use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances, historical requirements and regulations which must be met before the Project may be lawfully implemented.

(4) But for the City Support to Developer provided for in this agreement, the Project would not be undertaken by Developer at this time, nor would it be economically feasible within the reasonably foreseeable future in the opinion of Developer.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Section 3.1 Developer's obligation to conclude the transaction contemplated herein shall require the satisfactory completion, in Developer's sole discretion, of each of the following conditions:

- (1) Acquisition of the Property by the Developer no later than July 1, 2021 ("Closing Date").
- (2) Securing sufficient funding to pay the costs of construction of the Project.
- (3) Issuance of all approvals and authorizations required for the construction of the Project, including issuance of land use and building permits by the City.

ARTICLE IV UNDERTAKINGS BY DEVELOPER, CITY, AND RA

Section 4.1 Developer Obligations. Developer undertakes the following obligations, and in consideration of City's obligations in Section 4.2, below.

(1) Developer shall make all reasonable efforts to construct the 79-unit mixed-use development. The Project will be developed under the Plans and Specifications prepared by the Developer and approved by City, such approval not to be unreasonably withheld, conditioned or delayed.

(2) Developer shall diligently pursue work activities on the Property and shall complete the Project on the Property so as to obtain occupancy permits in accordance with state and local codes no later than December 31, 2023.

(3) Developer guarantees that the Incremental Value of the Property will be not less than six million six hundred sixty eight thousand six hundred ninety five dollars and sixty five cents (\$6,668,695.65) on January 1, 2024.

(4) The aforesaid \$6,668,695.65 minimum Incremental Value of the Property shall continue during the remaining Term of this Agreement.

(5) Without limiting other provisions in this Agreement, the dates in Sections 4.1(2) and (3) are subject to Force Majeure.

(6) For the tax year 2023 and thereafter ending with the last tax year of the Term covered by this Agreement, Developer guarantees that the amount due to the City on the Incremental Value of the Property shall be not less than the minimum Incremental Value guaranteed in Sections 4.1 (3), and (4) herein, multiplied by the mill rate for the relevant year. For example, should the assessment ratio be 100% and the mill rate \$25.02 per \$1,000 for tax year 2023, the amount of taxes required due under this Agreement for tax year 2023 is \$166,850.77. Developer agrees that, in the event the property taxes due for any year covered by this Agreement shall be based on an Incremental Value less than the Incremental Value guaranteed in Section 4.1 (3) and (4) above, City may submit a bill to Developer for the

differential ("Differential Payment"). For example, if the amount which would be due based on the minimum Incremental Value of \$6,668,695.65 is \$166,850.77, and the amount of property taxes billed is based on an Incremental Value of \$6,000,000.00, rendering a tax bill of \$150,120.00, the billable Differential Payment is \$16,730.77. The Differential Payment bill shall be submitted to Developer by the City Treasurer by March 1 of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31 of that year. If not fully paid when due, the amount remaining unpaid on and after April 1 of that year shall accrue interest at a rate of 6% per annum until fully paid. City has the option of placing any unpaid amount on the subsequent year's property tax bill as a special charge. Developer consents and agrees to the use of the special charge mechanism under Wis. Stats. § 66.0627 and Ch. 74, Wis. Stats. for such unpaid amounts and waives any and all challenges under law to the use of the special charge mechanism.

(7) Developer agrees to develop the Property within Tax Increment District No. 11 as shown on Exhibit G and identified elsewhere within this Agreement and all Exhibits thereto. All buildings and structures on the Property shall be constructed in accordance with the Plans and Specifications as filed by Developer and approved in final form by City. Developer may make changes to the Plans and Specifications during the course of construction, but any such changes shall be made only if they are first in written form to the City for its review. If such changes are consistent with the general objectives of the Plans and Specifications and this Agreement, the City may approve the proposed change. However, any such change shall comply with all applicable laws and Developer may not proceed with any such change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). If a change is required to be approved by the City, City agrees to consider and approve or reject any proposed change within 30 days after submittal by Developer to City or such approval is deemed granted. If City's approval is needed within a shorter period of time due to Developer's construction schedule, City shall provide such approval or rejection within 10 business days of the request and City will reasonably cooperate with Developer to facilitate and expedite such review process. However, if a proposed change is required to be reviewed and approved by a City committee and/or Common Council, such request will be considered and acted upon at the next regularly-scheduled meeting of such City committee or Common Council. Such requests for approval shall be submitted to the City Director of Community Development, as representative of City.

(8) Developer further agrees to the following:

(a) Developer shall grant easements requested or required by the City, Wisconsin Public Service, and other public utility organizations.

(b) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property by Developer without City's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The definition of structure shall be the definition contained within the City Zoning Ordinance.

(c) Developer shall cause its member, Rolly Lokre, to personally guaranty all performance, and Minimum Tax Increment payment obligations including any shortfall obligations required by this Agreement by execution of a personal guaranty in a form mutually acceptable to City, Developer, and Mr. Lokre, not later than the Closing. In the event the parties cannot agree upon a form of guaranty, then the Development shall terminate and Developer shall reimburse City for all expenses City incurred for the Development including but not limited to legal fees and financial consultant fees.

Section 4.2 City Obligations. City undertakes the following obligations, in consideration of the obligations of Developer in Section 4.1, above:

(1) City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City Ordinances.

(2) City shall provide support for the Project Costs to Developer or its designee, and as allowed under and pursuant to Wis. Stats. § 66.1105. (the "City Support") in the amount shown in the Schedule attached hereto as Exhibit F.

1. Upfront Cash Incentive

(a) Upon seventy-five percent (75%) completion of the project, as verified by the City Building Inspection Superintendent, the City shall provide an incentive to the Developer in an amount of five hundred fifty thousand dollars (\$550,000.00).

(b) Upon issuance of a full Final Occupancy Permit issued by the City Building Inspection Superintendent, the City shall provide an incentive to the Developer in an amount of five hundred fifty thousand dollars (\$550,000.00).

2. Ongoing City Support

(a) If Developer achieves and maintains the Incremental Value of the Project as identified in Section 4.1(3) and (4), the City shall provide to the Developer Ongoing City Support of fifty percent (50%) of the Excess TIF Revenues in an amount not to exceed one million one hundred thousand dollars (\$1,100,000.00) total over the Term of this Agreement. The City's obligation to finance development costs shall be payable solely from TIF Revenues generated by the Property and shall not be a charge against the City's general credit, taxing power, or revenue generated from other properties within Tax Incremental District No. 11. The Ongoing City Support payment shall be made on a yearly basis on or before September 1 of each year for which such payments are payable under this agreement.

(3) The City Support is conditioned upon Developer's compliance with Sections 4.1(1), (2), (3) and (4) herein.

ARTICLE V PROPERTY BASE VALUE

Section 5.1 City represents and agrees that the base year Value of the Property is \$739,857.00. All taxes for the Property paid based on values in excess of such amount are part of the Incremental TIF Revenues.

ARTICLE VI COVENANTS RUNNING WITH THE LAND & TERM OF THIS AGREEMENT

Section 6.1 This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VII REMEDIES

Section 7.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the non-defaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten business days after delivery of notice thereof, unless a different mechanism is identified herein which addresses the failure to make a payment required under this Agreement. In addition, and without limitation by enumeration, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence or complete the Project.

Section 7.3 Reimbursement. Any amounts expended by the non-defaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the non-defaulting Party which prevails in any such enforcement.

Section 7.4 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.5 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 7.6 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days of the request for mediation; either Party may apply to Portage County Circuit Court for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, either Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

ARTICLE VIII AMENDMENT

Section 8.1 This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 9.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 9.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 9.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 9.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 9.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

- (a) In the case of Developer is addressed to or delivered personally to:

Secure Fund, LLC
PO Box 215
Plover, WI 54467

- (b) In the case of City is addressed to or delivered personally to:

City of Stevens Point
1515 Strongs Ave.
Stevens Point, WI 54481
Attn: City Clerk

Section 9.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal),

inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, pandemic or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.10 Term. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2041. If any condition precedent to Developer's obligations, as stated at Article III herein, shall not be completed and satisfied, this Agreement shall terminate and be of no further force or effect.

Section 9.11 Assignment. Nothing herein shall prevent Developer from assigning its rights in this Agreement to another entity, as long as Developer receives written consent of the City, and as long as said entity consists of the same owners as Developer, and such transferee agrees to be bound by the provisions of this Agreement as if such transferee were an original signatory hereto.

Section 9.12 Cooperation with Grants. If necessary, Developer shall work with and cooperate with City in providing data and information necessary for City to comply with the provisions or requirements in connection with a State or Federal grant or other funding applicable to and benefiting the Development.

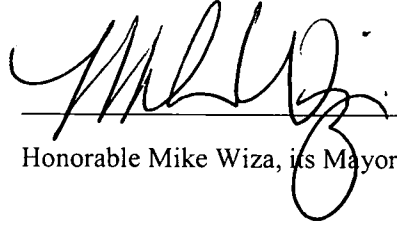
Section 9.13 Recording. The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement. The memorandum shall be removed once the term of the agreement is completed.

Section 9.14 No Personal Liability. Notwithstanding anything herein, no member, shareholder, director, partner, manager, officer, representative, agent or employee of Developer shall have any personal liability under this Agreement, whether to City or otherwise, including, without limitation, as a result of a default or breach by Developer, or for any amount which becomes owing hereunder by Developer, or any obligation not performed by Developer.

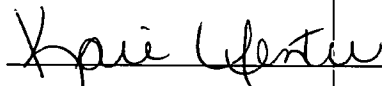
Signatures on following pages

THE CITY OF STEVENS POINT, WISCONSIN

BY:


Honorable Mike Wiza, its Mayor

Attest:

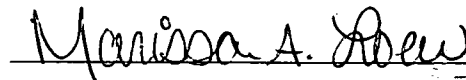

Kari Yenter, its City Clerk

STATE OF WISCONSIN)

:ss

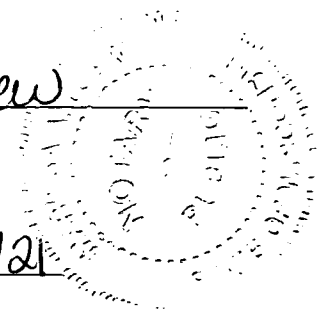
COUNTY OF PORTAGE)

Personally came before me this 25 day of May, 20 21, Mike Wiza, Mayor, and Kari Yenter, City Clerk, of the above-named City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Acting City Clerk, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.



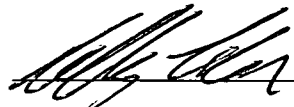
Notary Public, State of Wisconsin

My commission expires: 08/08/21



SECURE FUND, LLC

A Wisconsin Limited Liability Corporation

Date: 5-25-21By: 

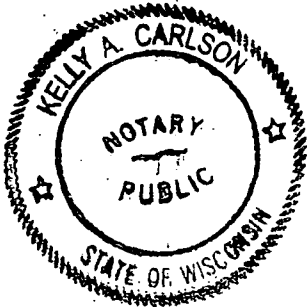
Rolly Lokre, its Managing Member

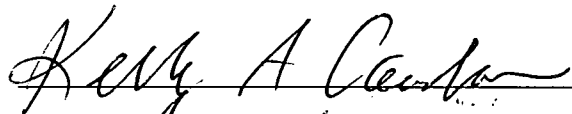
STATE OF WISCONSIN)

:SS

COUNTY OF PORTAGE)

Personally came before me this 25 day of MAY, 2021, Rolly Lokre, Managing Member of the above named Wisconsin Limited Liability Corporation, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said Wisconsin Limited Liability Corporation, and acknowledged that she executed the foregoing instrument on behalf of said Wisconsin Limited Liability Corporation, by its authority.




Notary Public, State of WI

My commission expires: 7-29-23

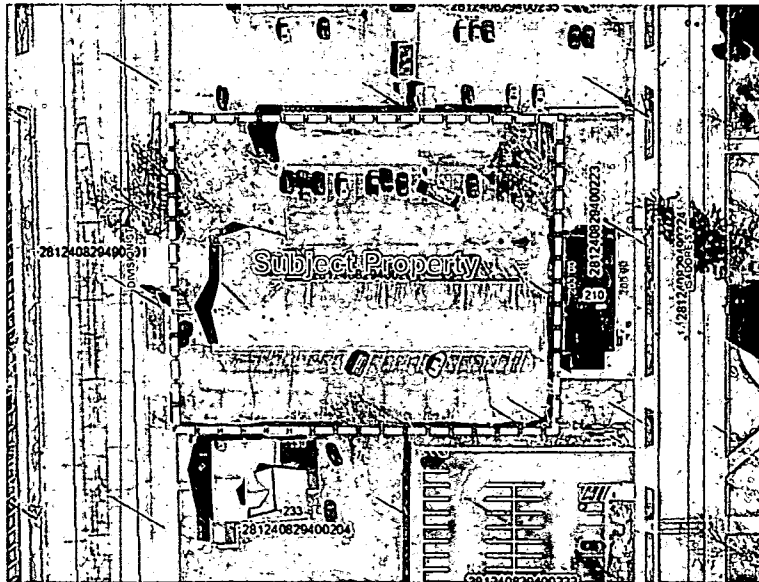
This Document Drafted By:
Attorney Andrew Logan Beveridge
City Attorney
1515 Strong's Ave
Stevens Point, WI 54481

**EXHIBIT A
PROPERTY DESCRIPTION**

Property Address: 209 Division Street, Stevens Point, WI 54481
PID: 281-24-0829400203

Legal Description of Lot 1 of CSM #10561-47-141:

Commencing at the East $\frac{1}{4}$ corner of section 29; thence S89°40'36"W, 1332.93 feet; thence S00°02'41"W, 30.00 feet to the NW corner of CSM no. 4963; thence S01°09'34" E, 203.14 feet to the point of beginning; thence N89°40'28"E, 295.20 feet to the NW corner of Lot 4 of CSM No. 436; thence S00°01'14"W, 199.90 feet to the SW corner of said Lot 4; thence S89°32'29" W, 241.59 feet; thence N01°09'34"W, 200.00 feet to the point of beginning.



Portage County, WI

Document # 799096

Page 1 of 2



CSM# 10561-47-141

799096

PORTAGE COUNTY CERTIFIED SURVEY MAP

LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 29,
T24N-R06E, CITY OF STEVENS POINT, PORTAGE CO., WISCONSIN

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WISCONSIN
COUNTY COORDINATE SYSTEM (PORTAGE)

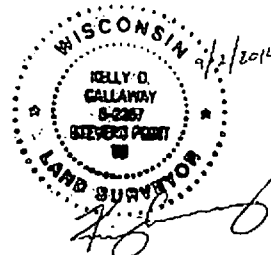
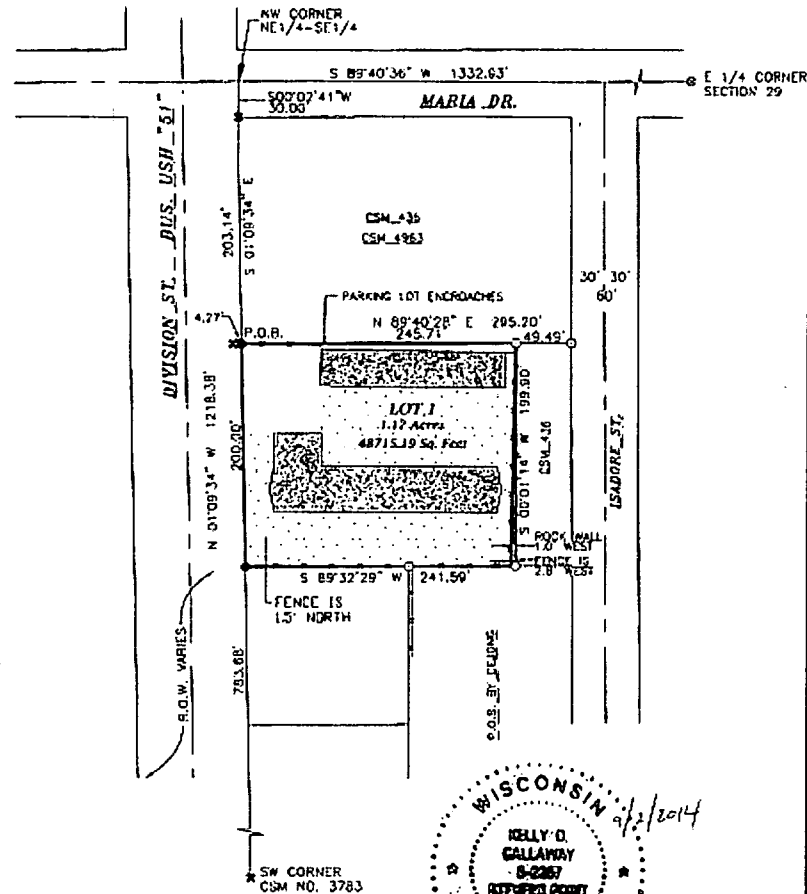
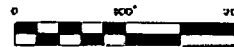
**LEGEND**

- 3/4" REBAR SET 1.50 LBS/FT
- 1" IRON PIPE FOUND
- ✱ "X" IN CONCRETE FOUND
- ⊗ NAIL FOUND

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
09/02/2014 08:48 AM

REC FEE: 30.00
PAGES: 2

SCALE 1" = 100'

**CALLAWAY LAND SURVEYING**

340 SECOND ST. NORTH
STEVENS POINT, WI 54481
OFFICE 715-345-6962 MOBILE 715-347-1AND
EMAIL kelly@callawaylandsurveying.com

CLIENT: MARTIN LIMITED II
JOB NO.: 14-048
SHEET 1 OF 2

Portage County, WI

Document # 799096

Page 2 of 2

PORTAGE COUNTY CERTIFIED SURVEY MAP
LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 29,
T24N-R8E, CITY OF STEVENS POINT, PORTAGE CO. WISCONSIN

SURVEYOR'S CERTIFICATE

I, Kelly D. Callaway, Registered Land Surveyor, Do hereby certify:
 That I have surveyed and mapped those lands located in the NE1/4 of the SE1/4 Section 29,
 T24N-R8E, City of Stevens Point, Portage County, Wisconsin. Described as follows:

Commencing at the East 1/4 corner of section 29; thence S89°40'36"W, 1332.93 feet; thence
 S90°02'41"W, 30.00 feet to the NW corner of CSM No. 4963; thence S01°09'34"E, 203.14 feet to
 the point of beginning; thence N89°40'28"E, 296.20 feet to the NW corner of Lot 4 of CSM No.
 496; thence S00°01'14"W, 199.90 feet to the SW corner of said Lot 4; thence S89°32'29"W, 241.59
 feet; thence N01°09'34"W, 200.00 feet to the point of beginning.

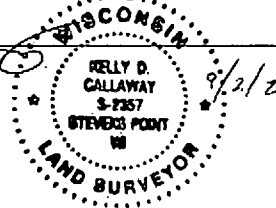
Containing 1.12 acres of land and being subject to any easements covenants and right of
 ways of record.

That said map is a true representation of those lands surveyed.

That I made such map under the direction of Martin Limited II

That I have complied with the provisions of Chapter 228.34 of the Wisconsin Statutes.

Kelly D. Callaway 3167 2337



CALLAWAY LAND SURVEYING

340 SECOND ST. NORTH

STEVENS POINT, WI 54481

OFFICE 715-345-6968 MOBILE 715-347-LAND

EMAIL kelly@callawaylandsurveying.com

CLIENT: MARTIN LIMITED II

JOB NO.: 14-048

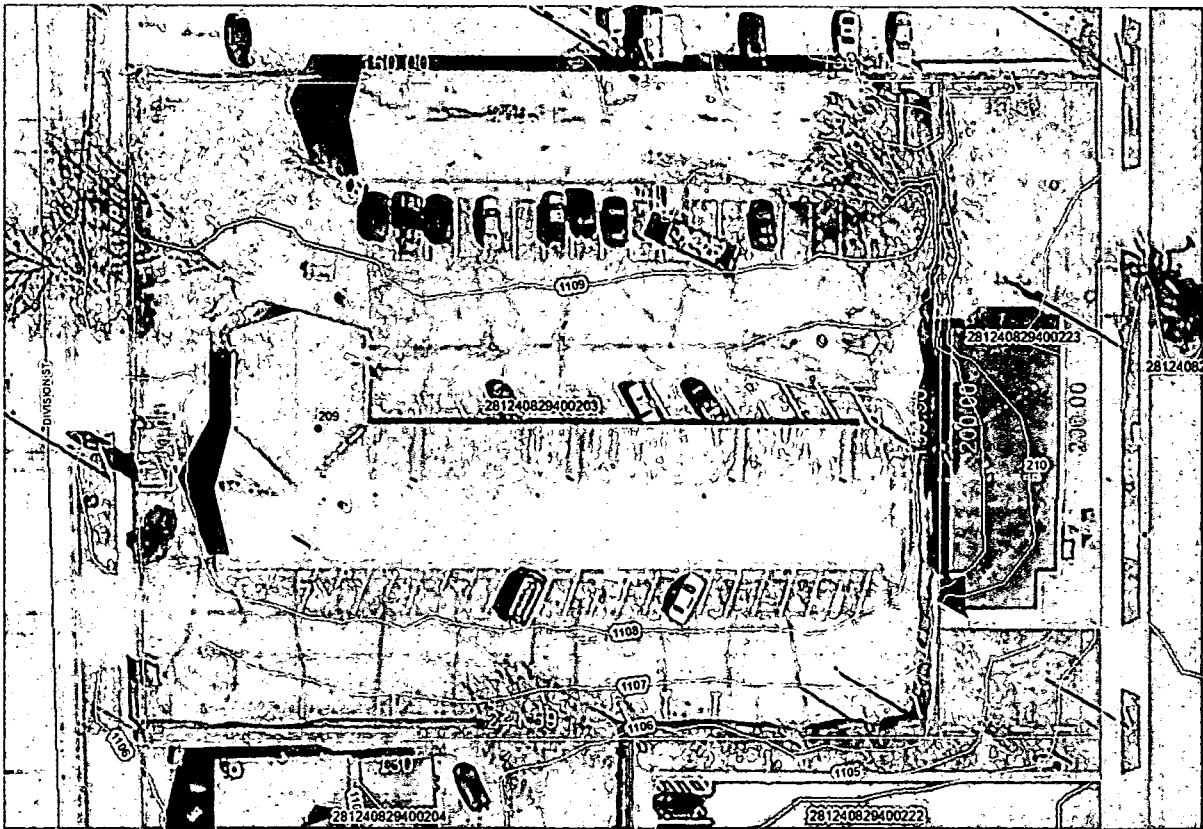
SHEET 2 OF 2

EXHIBIT B
DEVELOPER CONTACT INFORMATION

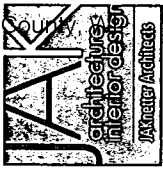
Secure Fund, LLC
c/o Rolly Lokre
PO Box 215
Plover, WI 54467

Ph: (715) 342-9200
E: rolly@lokre.com

EXHIBIT C
TOPOGRAPHICAL MAP



**EXHIBIT D
SITE PLAN**



1150 50TH STREET, SUITE 100
WISCONSIN, WI 53188 | www.jakarch.com
Office: 262.513.9820 | Fax: 262.513.9825

PROJECT INFORMATION
DIVISION STREET MIXED
USE BUILDING

Document # 876372

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE
SCHEMATIC DESIGN
PACKAGE - REVISED

Page 24 of 36

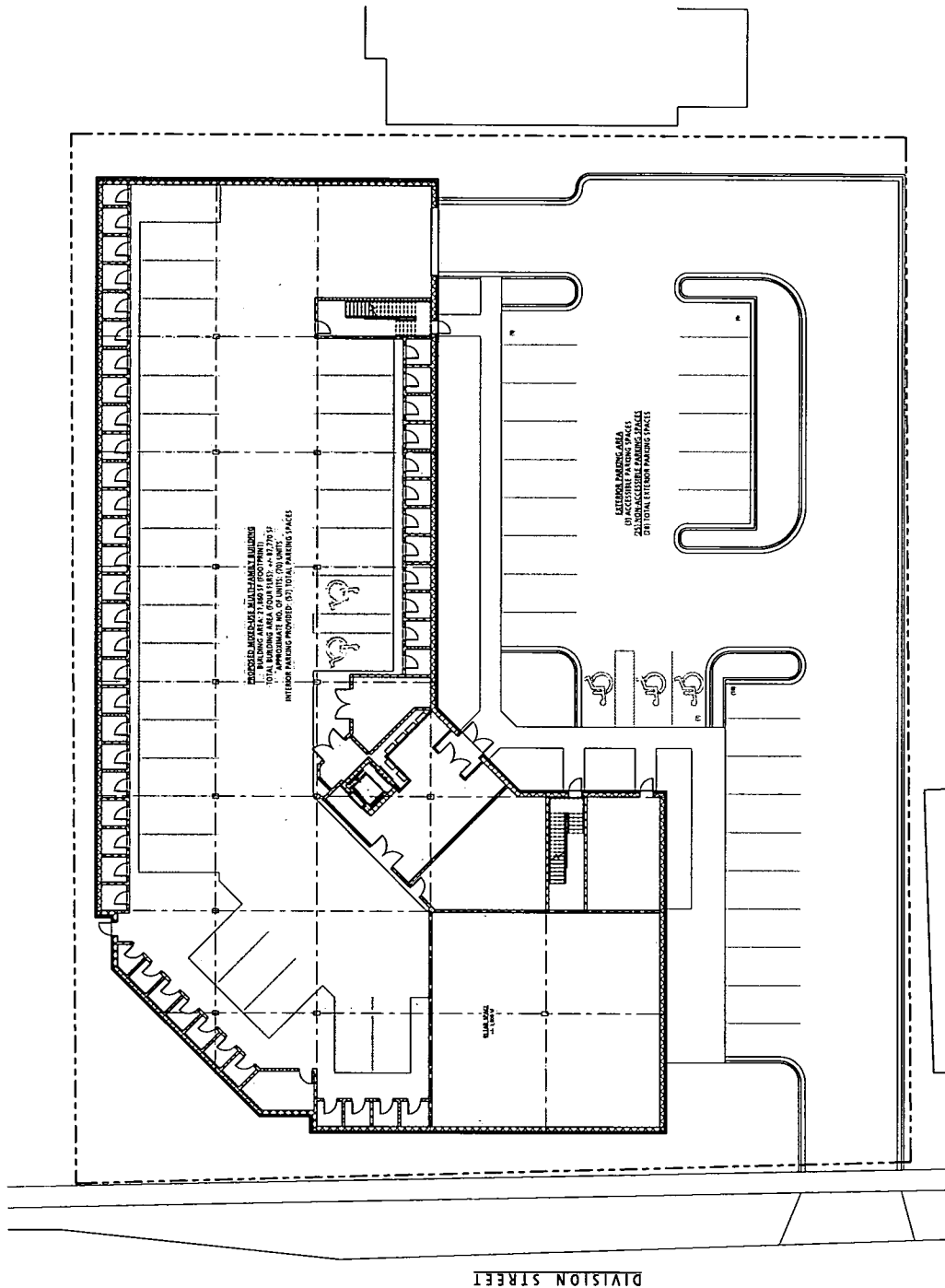
REVISION	DATE	DESCRIPTION

PROGRESS DOCUMENTS
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03 MARCH 2021
PROJECT NUMBER
21011-00
PROJECT MANAGER
NZ

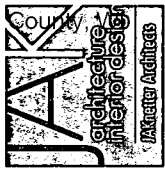
PRELIMINARY
ARCHITECTURAL SITE
PLAN

AS100
JAK ARCHITECTURE



34 ARCHITECTURAL SITE PLAN
100'-0" = 1" = 100'

**EXHIBIT E
FLOOR PLANS**



JAK Architecture
interior design
1114 W. 33rd St. Suite 300
Stevens Point, WI 54481
Phone: 715.845.1111 Fax: 715.845.1112

PROJECT INFORMATION
DIVISION STREET MIXED
USE BUILDING

Document # 876372
209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:
SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS	DATE	DESCRIPTION
1		

PROGRESS DOCUMENTS
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03 MARCH 2021

PROJECT NUMBER
21011-00

PROJECT MANAGER
NZ

GROUND LEVEL FLOOR
PLAN

A101

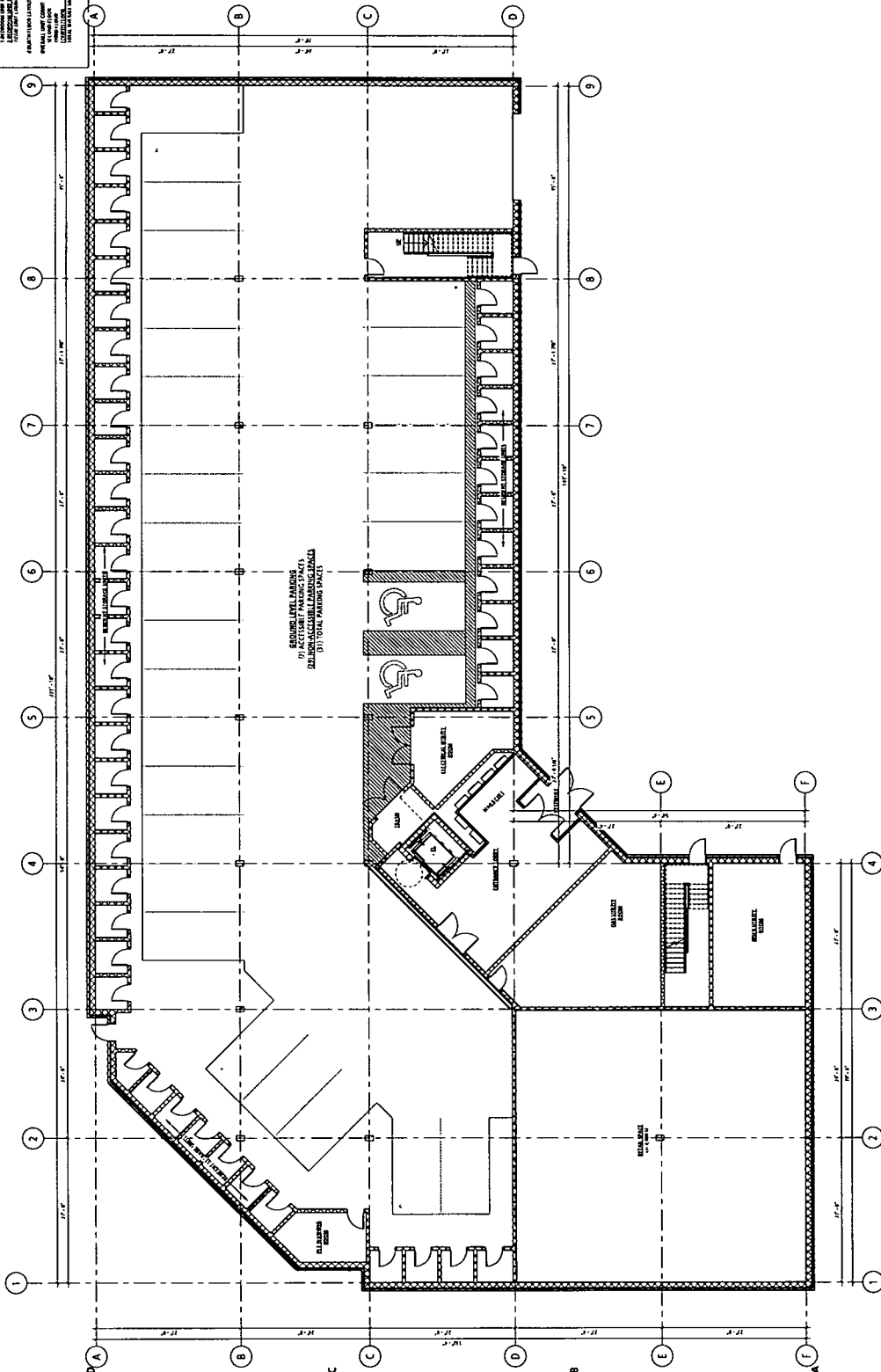
© JAK Architecture

EXPLANATION

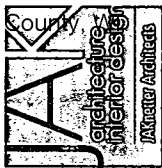
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2. NEW WALLS TO BE CONSTRUCTED
3. EXISTING DOORS TO REMAIN
4. NEW DOORS TO BE CONSTRUCTED
5. EXISTING WINDOWS TO REMAIN
6. NEW WINDOWS TO BE CONSTRUCTED
7. EXISTING ROOF TO REMAIN
8. NEW ROOF TO BE CONSTRUCTED
9. EXISTING FLOOR TO REMAIN
10. NEW FLOOR TO BE CONSTRUCTED
11. EXISTING CEILING TO REMAIN
12. NEW CEILING TO BE CONSTRUCTED
13. EXISTING MECHANICAL/ELECTRICAL TO REMAIN
14. NEW MECHANICAL/ELECTRICAL TO BE CONSTRUCTED
15. EXISTING LANDSCAPE TO REMAIN
16. NEW LANDSCAPE TO BE CONSTRUCTED
17. EXISTING UTILITIES TO REMAIN
18. NEW UTILITIES TO BE CONSTRUCTED
19. EXISTING SITEWORK TO REMAIN
20. NEW SITEWORK TO BE CONSTRUCTED

LEGEND

1. EXISTING WALLS TO REMAIN
2. NEW WALLS TO BE CONSTRUCTED
3. EXISTING DOORS TO REMAIN
4. NEW DOORS TO BE CONSTRUCTED
5. EXISTING WINDOWS TO REMAIN
6. NEW WINDOWS TO BE CONSTRUCTED
7. EXISTING ROOF TO REMAIN
8. NEW ROOF TO BE CONSTRUCTED
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16. NEW LANDSCAPE TO BE CONSTRUCTED
17. EXISTING UTILITIES TO REMAIN
18. NEW UTILITIES TO BE CONSTRUCTED
19. EXISTING SITEWORK TO REMAIN
20. NEW SITEWORK TO BE CONSTRUCTED



34 GROUND LEVEL FLOOR PLAN



1014 W 2121 1/2 N WISCONSIN STREET, SUITE 300
WISCONSIN, WI 53118 | www.jakinteriors.com
Office: 262.511.9600 | Fax: 262.511.9605

PROJECT INFORMATION:

**DIVISION STREET MIXED
USE BUILDING**

**209 DIVISION STREET
STEVENS POINT, WI
54481**

DRAWING ISSUANCE:

**SCHEMATIC DESIGN
PACKAGE - REVISED**

REVISION	DATE	DESCRIPTION
1		

PROGRESS DOCUMENTS
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03 MARCH 2021

**PROJECT NUMBER
21011-00 NZ**

**SECOND LEVEL FLOOR
PLAN**

A102

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REVISIONS

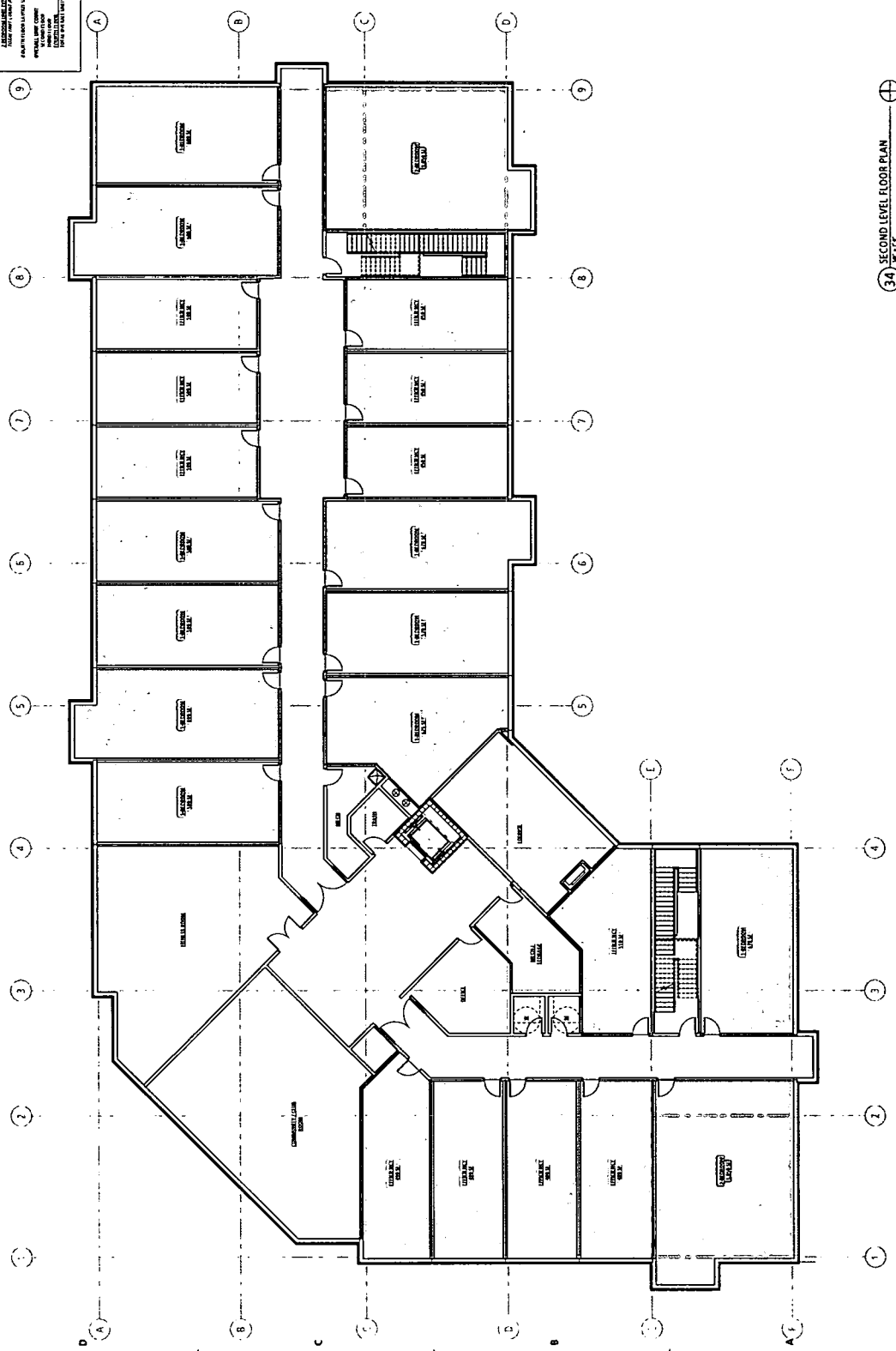
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REVISIONS

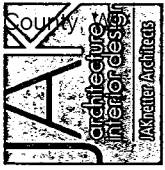
NO.	DATE	DESCRIPTION
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REVISIONS

NO.	DATE	DESCRIPTION
1		



34 SECOND LEVEL FLOOR PLAN



174 W 221st Street, Suite 300
Waukegan, WI 53190 | www.jaaarchitects.com
Office: 920.533.9600 | Fax: 920.533.9605

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI 54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISION	DATE	DESCRIPTION
1		

PROGRESS DOCUMENTS
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03 MARCH 2021

PROJECT NUMBER
21011-00 NZ

THIRD LEVEL FLOOR
PLAN

A103

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GENERAL NOTES

1. REFER TO ALL DRAWINGS FOR NOTES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
3. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
4. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO THE SITE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY INFORMATION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY INFORMATION.

LEGEND

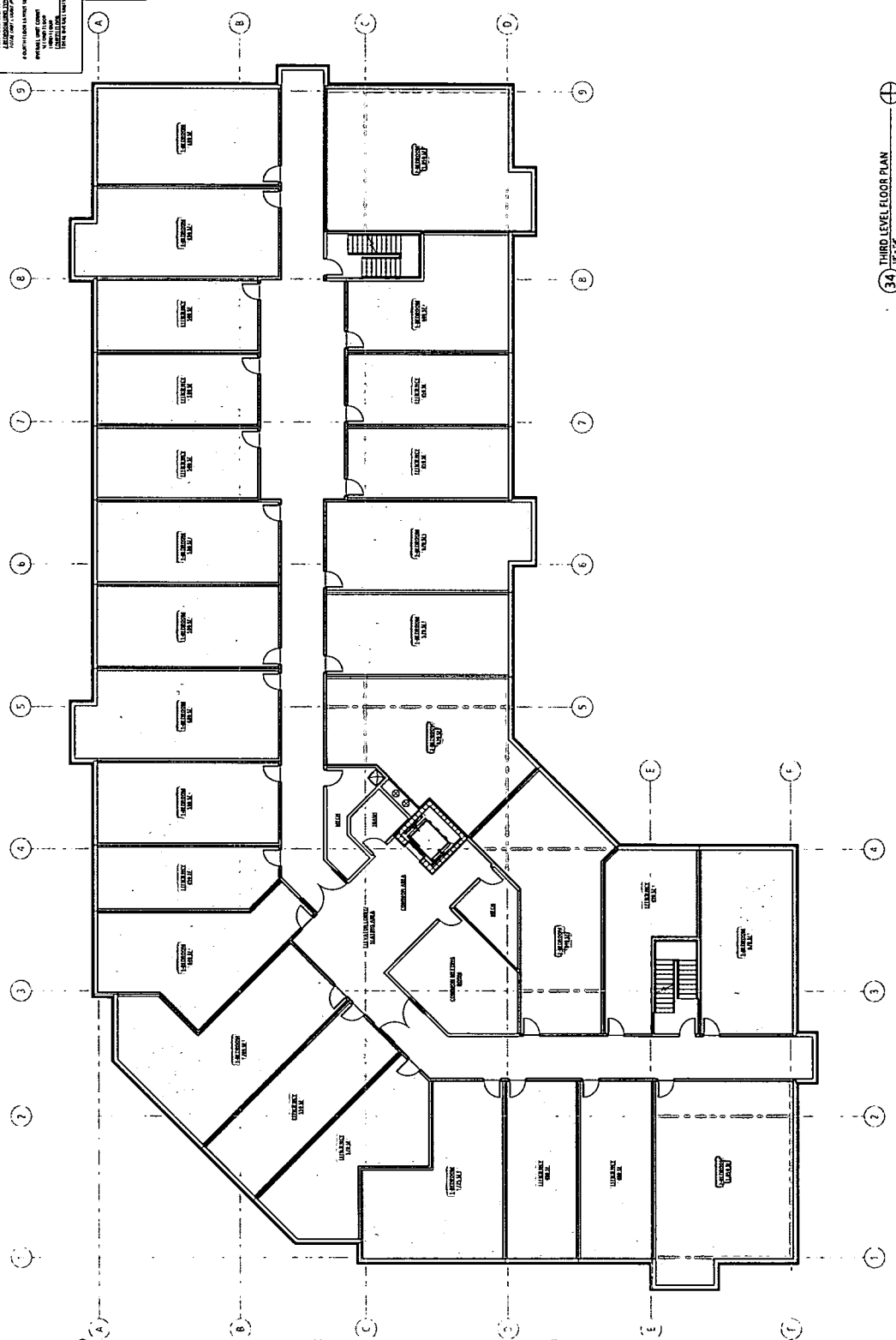
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- 2. EXISTING DOOR
- 3. EXISTING WINDOW
- 4. EXISTING STAIR
- 5. EXISTING ELEVATOR
- 6. EXISTING ROOF
- 7. EXISTING FLOOR
- 8. EXISTING CEILING
- 9. EXISTING LIGHTING
- 10. EXISTING MECHANICAL
- 11. EXISTING ELECTRICAL
- 12. EXISTING PIPING
- 13. EXISTING STRUCTURE
- 14. EXISTING LANDSCAPE
- 15. EXISTING SITEWORK
- 16. EXISTING UTILITIES
- 17. EXISTING ADJACENT PROPERTY
- 18. EXISTING ADJACENT PROPERTY
- 19. EXISTING ADJACENT PROPERTY
- 20. EXISTING ADJACENT PROPERTY

REVISIONS

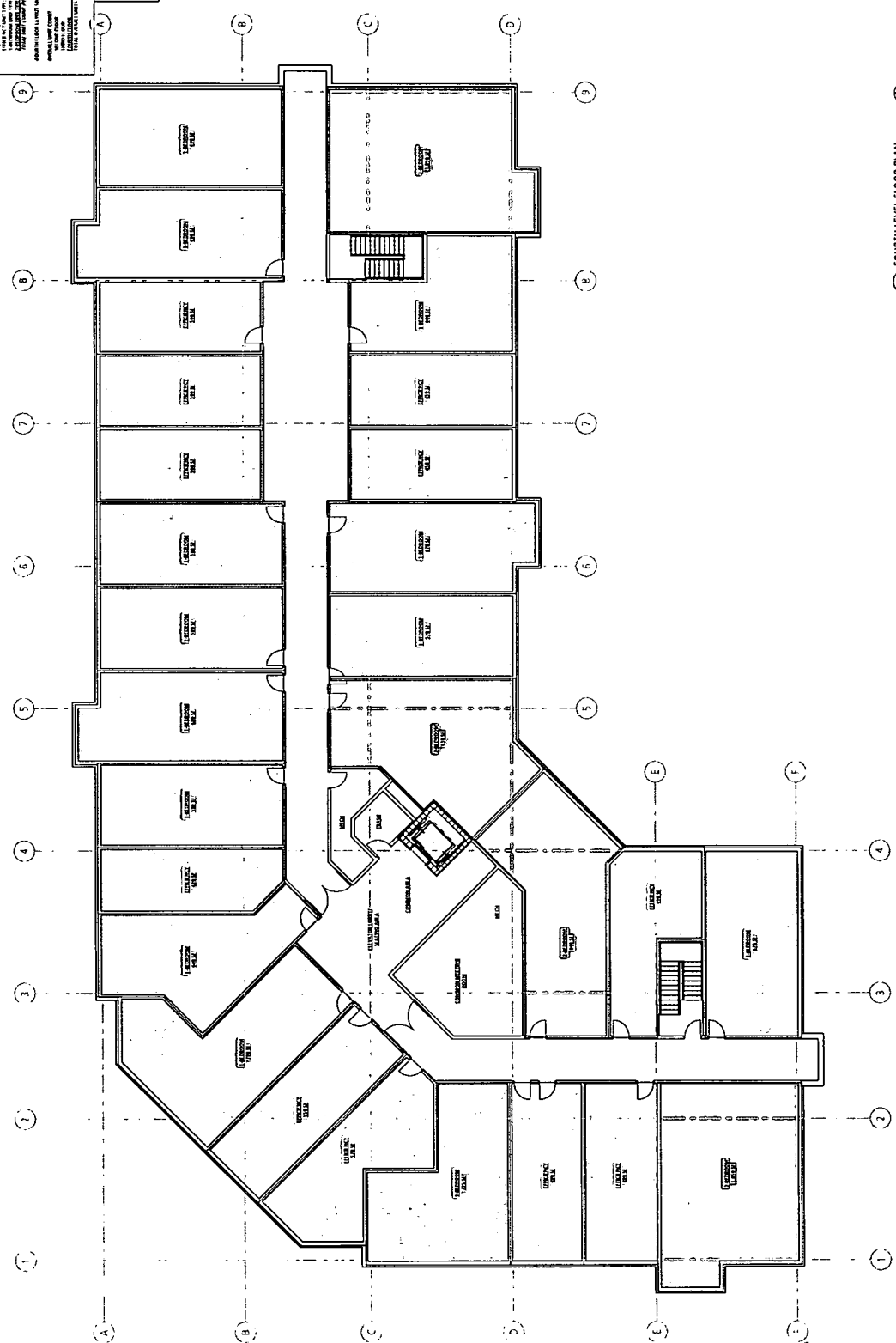
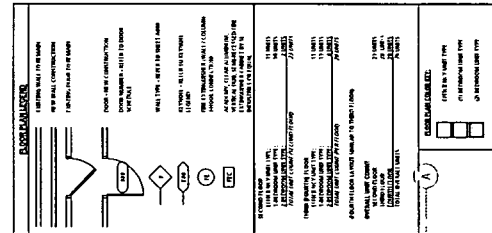
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REVISIONS

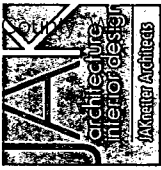
NO.	DATE	DESCRIPTION
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34 THIRD LEVEL FLOOR PLAN



34 FOURTH LEVEL FLOOR PLAN
1/8" = 1'-0"



1115 W. 12TH STREET, SUITE 100
PORTAGE, WI 53150 | www.jakrueger.com
Phone: 920.733.9800 | Fax: 920.733.9815

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

Document # 876372

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING EXPLANATION:

SCHEMATIC DESIGN
PACKAGE - REVISED

Page 30 of 36

REVISION	DATE	DESCRIPTION

PROGRESS DOCUMENTS
This drawing is a schematic design and is not for construction. It is intended to provide a general impression of the proposed building and its surroundings. It is not to be used for any other purpose without the written consent of the architect.

03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

BUILDING RENDERING

A701

© J.A. Krueger Architects





1100 WEST 17TH STREET, SUITE 300
PORTAGE, MI 49781
PHONE: 269.511.1000 | FAX: 269.511.1001

PROJECT INFORMATION
DIVISION STREET MIXED
USE BUILDING

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:
SCHEMATIC DESIGN
PACKAGE - REVISED

REVISIONS	DATE	DESCRIPTION
1		

PROGRESS DOCUMENTS
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03 MARCH 2021

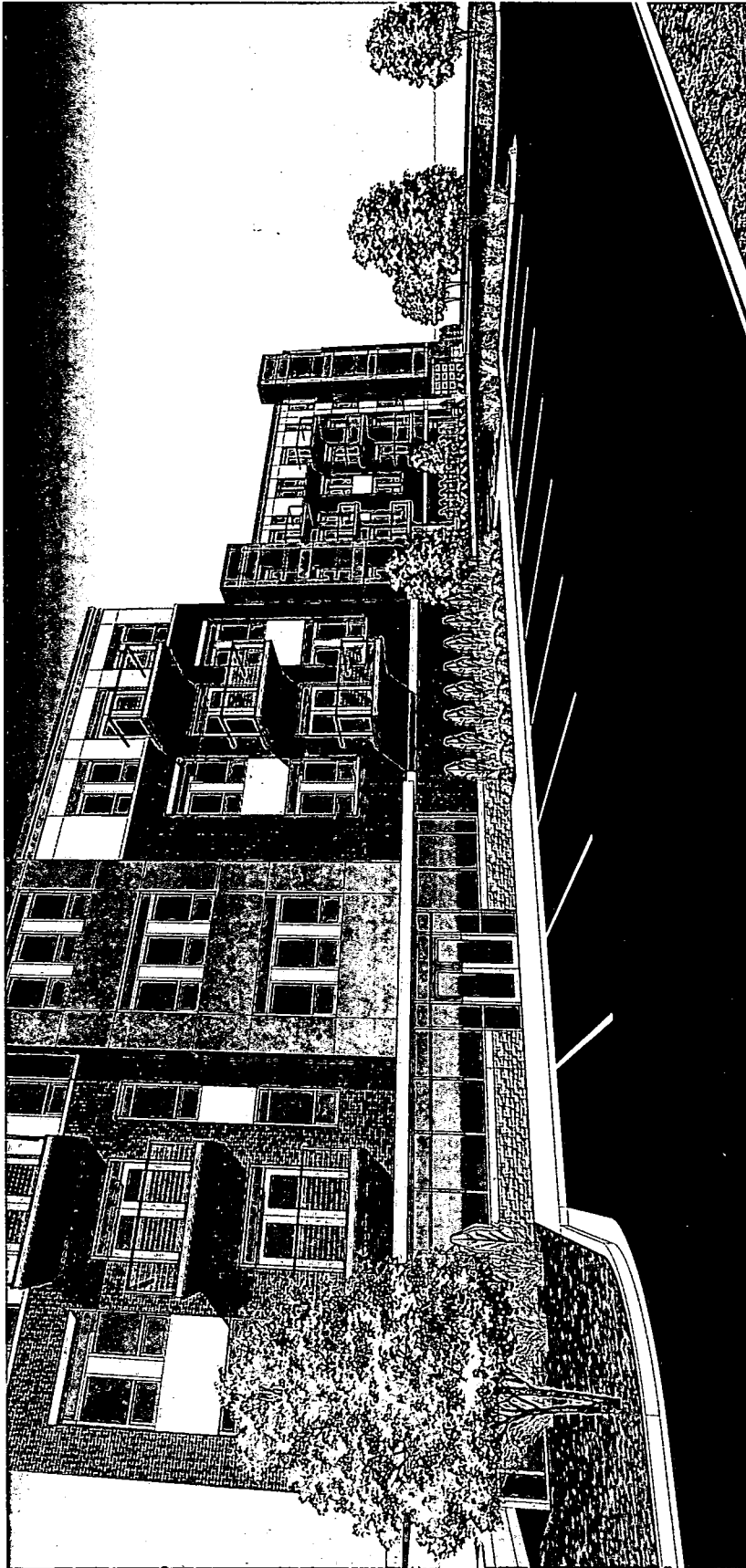
PROJECT NUMBER
21011-00

NZ

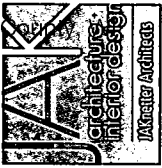
BUILDING RENDERING

A702

© JAK ARCHITECTURE



27 BUILDING RENDERING



1115 W 12TH STREET, SUITE 200
MILWAUKEE, WI 53233 | www.jakmeyers.com
Office: 262.513.9800 | Fax: 262.513.9813

PROJECT INFORMATION

DIVISION STREET MIXED
USE BUILDING

Document # 876372

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE

SCHEMATIC DESIGN
PACKAGE - REVISED

Page 32 of 36

NO.	DATE	DESCRIPTION
1	03/03/21	ISSUED FOR PERMIT

PROGRESS DOCUMENTS
This drawing is a schematic design and is not to be used for construction. It is intended for informational purposes only. It is not a contract document. It is not to be used for construction. It is not a contract document. It is not to be used for construction.

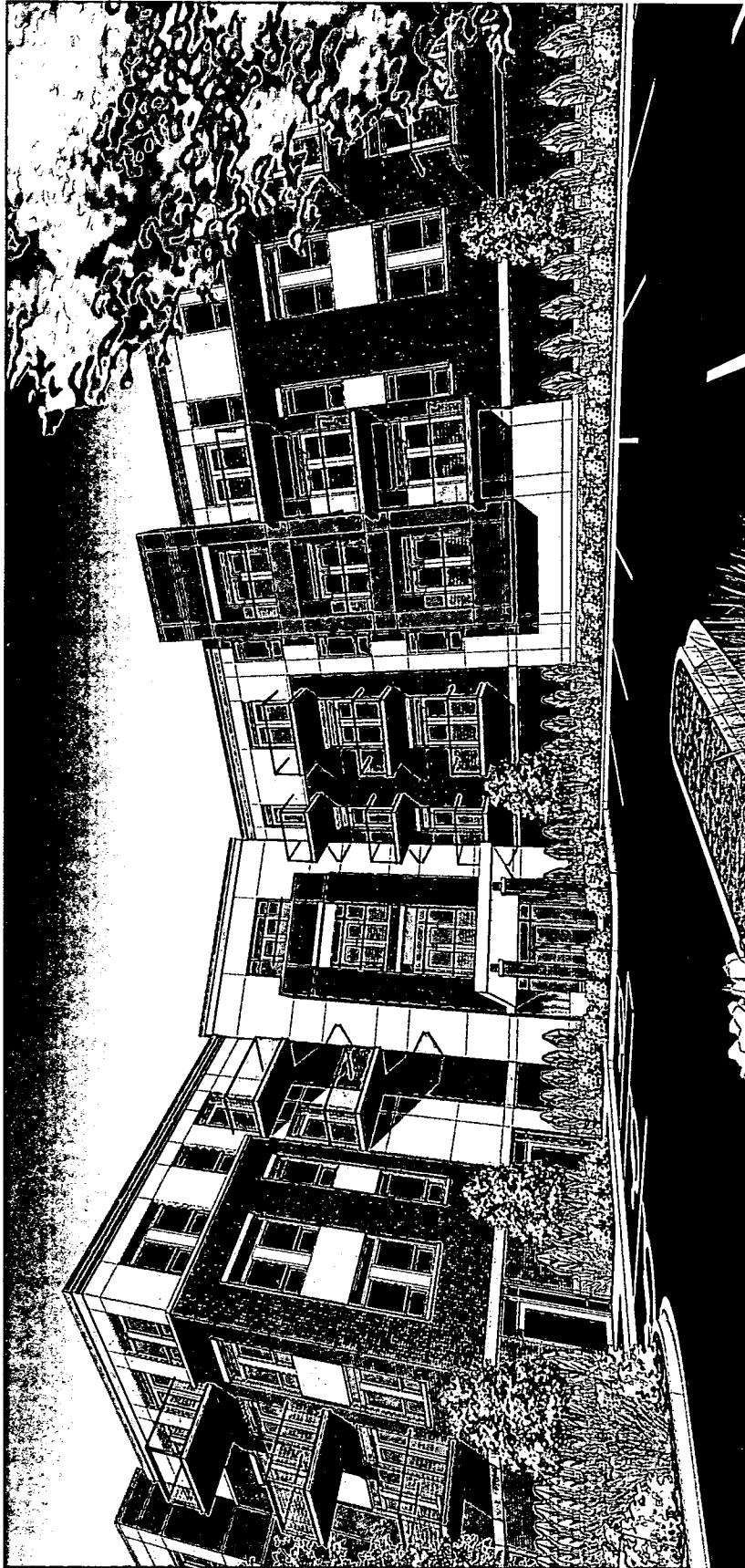
03 MARCH 2021

PROJECT NUMBER	PROJECT MANAGER
21011-00	NZ

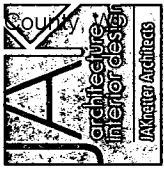
BUILDING RENDERING

A703

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27 BUILDING RENDERING



184 WISCONSIN AVENUE, SUITE 200
WATKINS, WI 54481 | www.jakarchitect.com
PHONE: 715.837.4600 | FAX: 715.837.4605

PROJECT INFORMATION:

DIVISION STREET MIXED
USE BUILDING

Document # 876372

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:

SCHEMATIC DESIGN
PACKAGE - REVISED

REVISION	DATE	DESCRIPTION
1		

PROGRESS DOCUMENTS
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03 MARCH 2021

PROJECT NUMBER

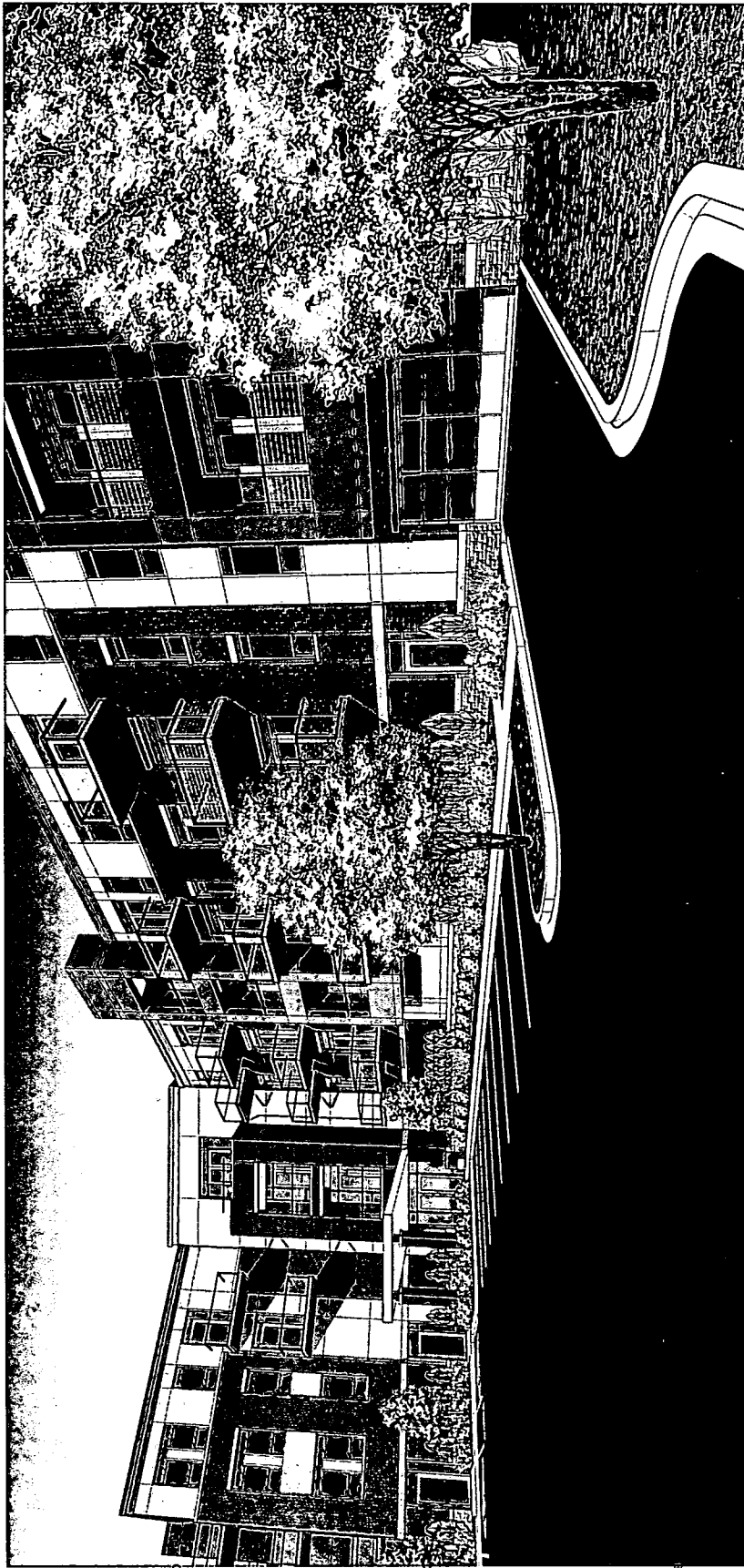
21011-00

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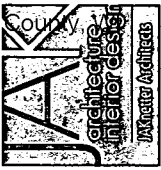
BUILDING RENDERING

A704

© JAK ARCHITECT



27 BUILDING RENDERING



100 W 22ND ST
STEVENS POINT, WI 54481
PHONE 715.765.1100 FAX 715.765.1101

PROJECT INFORMATION
DIVISION STREET MIXED
USE BUILDING

Document # 876372

209 DIVISION STREET
STEVENS POINT, WI
54481

DRAWING ISSUANCE:
SCHEMATIC DESIGN
PACKAGE - REVISED

Page 34 of 36

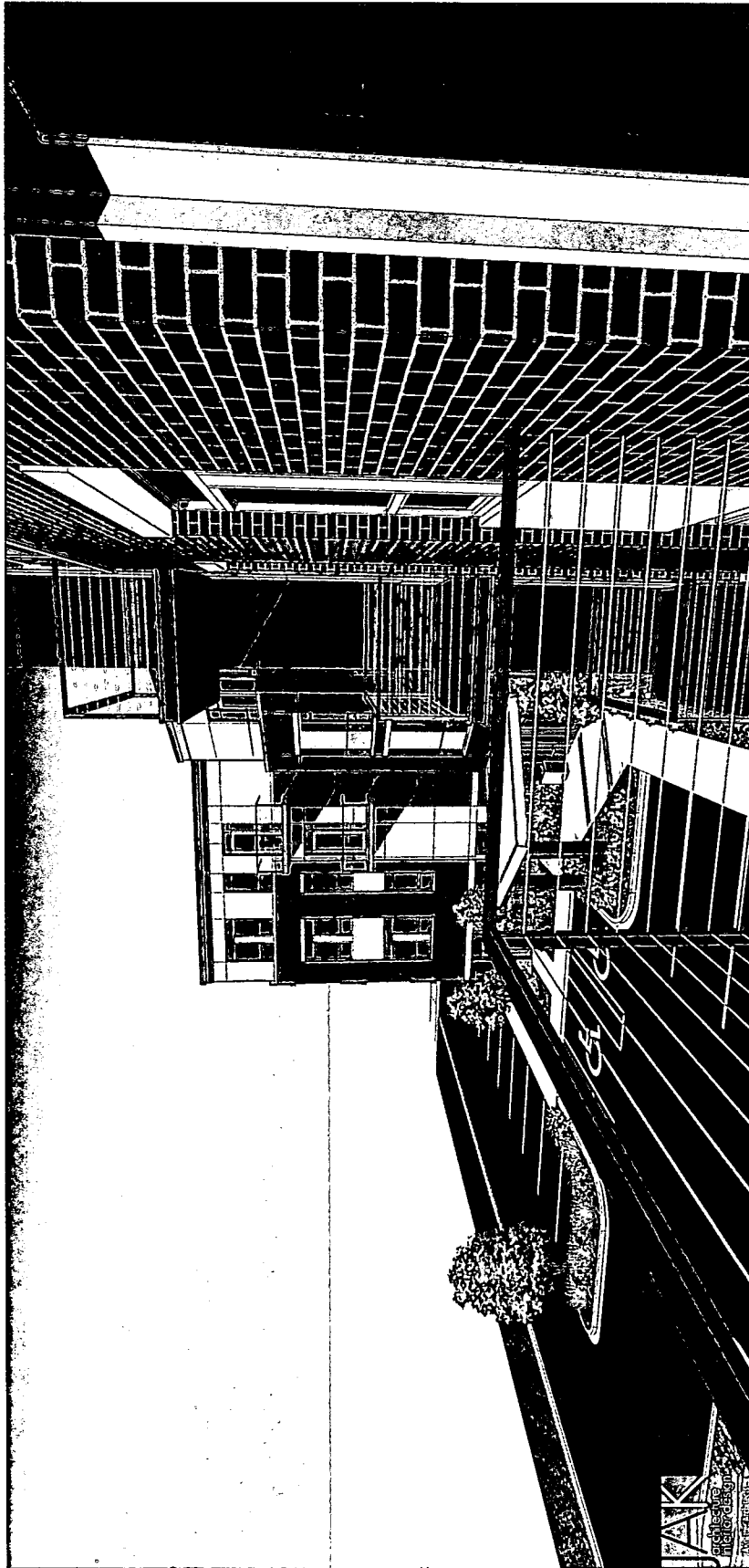
REVISION	DATE	DESCRIPTION
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PROGRESS DOCUMENTS
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03 MARCH 2021
PROJECT NUMBER
21011-00 NZ

BUILDING RENDERING
A705

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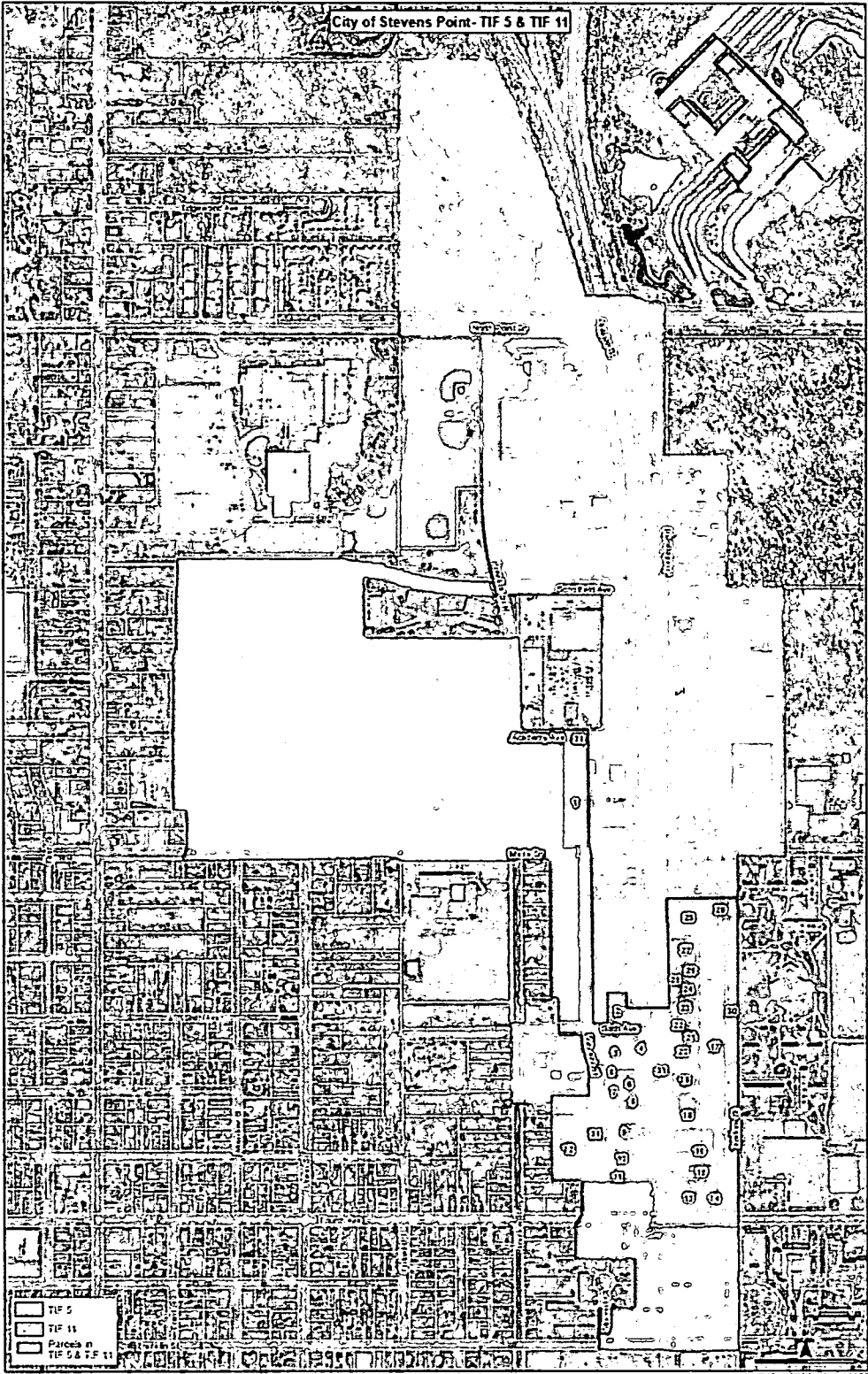


27 BUILDING RENDERING

EXHIBIT F SCHEDULE OF INCENTIVE

 City of Stevens Point TID 11-Lokre Apts-Point Motel Site												
Projected Tax Increment												
		Base Value ¹	739,857	Inflation Factor	2.50%							
		Upfront Incentive	1,100,000	Debt Service Multiplier	6.97%							
		Interest Rate	2.50%	Tax Rate Adjustment Factor	0.60%							
Construction Year	Valuation Year	Revenue Year	Inflation Increment	Value Added	Valuation Increment	Tax Rate	Tax Increment	Debt Serv	Paygo	Incent	Balance	
1	2018	2019	2020	0	0	0	22.02	0	0	0	0	0
2	2019	2020	2021	0	0	0	22.02	0	0	0	0	0
3	2020	2021	2022	0	0	0	22.02	0	0	0	0	0
4	2021	2022	2023	0	3,334,347	3,334,347	22.15	73,863	27,500	9,431	-27,500	9,431
5	2022	2023	2024	0	3,334,348	6,668,695	22.29	148,612	76,637	35,987	45,419	83,928
6	2023	2024	2025	185,214	0	6,853,909	22.42	153,656	76,637	38,509	125,040	168,835
7	2024	2025	2026	189,844	0	7,043,753	22.55	158,860	76,637	41,111	168,835	215,399
8	2025	2026	2027	194,590	0	7,238,343	22.69	164,228	76,637	43,795	264,820	317,187
9	2026	2027	2028	199,455	0	7,437,798	22.82	169,766	76,637	46,564	372,594	431,137
10	2027	2028	2029	204,441	0	7,642,240	22.96	175,478	76,637	49,421	492,915	558,029
11	2028	2029	2030	209,552	0	7,851,792	23.10	181,372	76,637	52,367	626,586	698,693
12	2029	2030	2031	214,791	0	8,066,583	23.24	187,451	76,637	55,407	774,463	854,010
13	2030	2031	2032	220,161	0	8,286,744	23.38	193,723	76,637	58,543	937,455	1,024,919
14	2031	2032	2033	225,665	0	8,512,409	23.52	200,192	76,637	61,778	1,123,628	
15	2032	2033	2034	231,307	0	8,743,716	23.66	206,866	76,637	65,114		
16	2033	2034	2035	237,089	0	8,980,805	23.80	213,750	76,637	68,557		
17	2034	2035	2036	243,017	0	9,223,822	23.94	220,851	76,637	72,107		
18	2035	2036	2037	249,092	0	9,472,914	24.09	228,176	76,637	75,770		
19	2036	2037	2038	255,319	0	9,728,233	24.23	235,732	76,637	79,548		
20	2037	2038	2039	261,702	0	9,989,935	24.38	243,526	76,637	83,445		
21	2038	2039	2040	268,245	0	10,258,180	24.52	251,566	76,637	87,464		
22	2039	2040	2041	274,951	0	10,533,131	24.67	259,858	76,637	91,512		
				Totals	6,668,695			3,667,527				
								Total Debt Service	1,434,468			
								Total Pay-as-you-go Incentive		1,109,431		
NOTES:												

EXHIBIT G
MAP OF TAX INCREMENT DISTRICT # 11



2022 Road Resurfacing Project #22-02 (Quest #8214537)

Owner: City of Stevens Point

06/07/2022 11:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Haas Sons, Inc.		Stuczynski Trucking & Excavating, Inc	
					Unit Price	Extension	Unit Price	Extension
1	201.012	Clearing	I.D.	508	\$20.00	\$10,160.00	\$50.00	\$25,400.00
2	201.022	Grubbing	I.D.	508	\$18.00	\$9,144.00	\$20.00	\$10,160.00
3	204.01	Removing Pavement	S.Y.	470	\$5.00	\$2,350.00	\$7.00	\$3,290.00
4	204.015	Removing Curb and Gutter	L.F.	63	\$8.00	\$504.00	\$5.00	\$315.00
5	204.0155	Removing Concrete Sidewalk	S.Y.	11	\$10.00	\$110.00	\$10.00	\$110.00
6	205.01	Excavation Common	C.Y.	6,800	\$14.00	\$95,200.00	\$17.00	\$115,600.00
7	209.01	Backfill Granular (Undistributed)	C.Y.	100	\$27.00	\$2,700.00	\$30.00	\$3,000.00
8	211.01	Prepare Foundation for Asphaltic Paving (Project)	L.S.	1	\$15,300.00	\$15,300.00	\$24,230.00	\$24,230.00
9	213.01	Finishing Roadway (project)	EACH	1	\$1.00	\$1.00	\$10,500.00	\$10,500.00
10	305.011	Base Aggregate Dense (3/4-Inch)	TON	350	\$30.25	\$10,587.50	\$40.00	\$14,000.00
11	305.012	Base Aggregate Dense (1-Inch)	TON	7,150	\$13.00	\$92,950.00	\$17.00	\$121,550.00
12	416.016	Concrete Driveway 6-Inch	S.Y.	585	\$60.00	\$35,100.00	\$65.00	\$38,025.00
13	460.6242	HMA Pavement 3 MT 58-34 S (2.5-Inch)	TON	1,200	\$98.58	\$118,296.00	\$117.12	\$140,544.00
14	460.6444	HMA Pavement 4 MT 58-34 S (2-Inch)	TON	960	\$102.72	\$98,611.20	\$122.04	\$117,158.40
15	460.6444	HMA Pavement Driveways 4 MT 58-34 S (3-Inch)	TON	235	\$155.04	\$36,434.40	\$184.20	\$43,287.00
16	465.0315	Asphaltic Flumes	S.Y.	25	\$73.23	\$1,830.75	\$94.00	\$2,350.00
17	601.0553	Concrete Curb & Gutter (4-Inch Sloped 36-Inch) Type D	L.F.	370	\$22.00	\$8,140.00	\$35.00	\$12,950.00
18	602.0405	Concrete Sidewalk (4-inch)	S.F.	125	\$5.80	\$725.00	\$10.00	\$1,250.00
19	611.811	Adjusting Manhole	EACH	15	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00
20	619.1	Mobilization	L.S.	1	\$32,500.00	\$32,500.00	\$40,000.00	\$40,000.00
21	625.01	Topsoil	S.Y.	7,300	\$5.20	\$37,960.00	\$7.00	\$51,100.00
22	628.1504	Silt Fence (Undistributed)	L.F.	100	\$5.00	\$500.00	\$5.00	\$500.00
23	628.2006	Erosion Mat Urban Class I Type A	S.Y.	7,300	\$3.00	\$21,900.00	\$1.85	\$13,505.00
24	628.701	Inlet Protection Type B	EACH	8	\$75.00	\$600.00	\$100.00	\$800.00
25	629.0205	Fertilizer Type A	S.Y.	7,300	\$0.18	\$1,314.00	\$0.55	\$4,015.00
26	630.014	Seed Mixture No. 40	S.Y.	7,300	\$0.35	\$2,555.00	\$1.75	\$12,775.00
27	634.0812	Post Tubular Steel (2 x 2-Inch x 12-feet)	EACH	8	\$300.00	\$2,400.00	\$350.00	\$2,800.00
28	634.0814	Post Tubular Steel (2 x 2-Inch x 14-feet)	EACH	1	\$350.00	\$350.00	\$400.00	\$400.00
29	637.0202	Signs Reflective Type II	S.F.	56.15	\$50.00	\$2,807.50	\$75.00	\$4,211.25
30	638.2102	Moving Signs Type II	EACH	4	\$300.00	\$1,200.00	\$150.00	\$600.00
31	638.2602	Removing Signs Type II	EACH	19	\$50.00	\$950.00	\$85.00	\$1,615.00
32	638.3	Removing Small Sign Supports	EACH	9	\$50.00	\$450.00	\$100.00	\$900.00
33	643.01	Traffic Control (Project)	L.S.	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
34	690.015	Sawing Asphalt	L.F.	610	\$1.75	\$1,067.50	\$6.00	\$3,660.00
35	690.025	Sawing Concrete	L.F.	270	\$2.55	\$688.50	\$8.00	\$2,160.00
36	SPV.0035.01	Undercut (undistributed)	C.Y.	100	\$35.00	\$3,500.00	\$30.00	\$3,000.00
37	SPV.0060.01	Install Valve Box	EACH	8	\$2,500.00	\$20,000.00	\$1,200.00	\$9,600.00
38	SPV.0060.02	Relocate Mailboxes	EACH	34	\$150.00	\$5,100.00	\$400.00	\$13,600.00
39	SPV.0105.01	Storm Sewer Removals	L.S.	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
40	SPV.0105.02	Green Circle Trail Temporary Access	L.S.	1	\$4,800.00	\$4,800.00	\$5,500.00	\$5,500.00
Total Base Bid:						\$716,286.35		\$894,960.65
Total base Bid with Contingency:						\$823,729.30		\$1,029,204.75

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

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

SECTION I: That subsection 813 of Section 9.06(a) of the Revised Municipal Code, **Stop Signs** is hereby **created** to read as follows:

9.06(a) 813. Ridge Road at Janick Circle.

SECTION II: That subsection 814 of Section 9.06(a) of the Revised Municipal Code, **Stop Signs** is hereby **created** to read as follows:

9.06(a) 814. For westbound traffic on Simonis Street before entering Ridge Road.

SECTION III: That subsection 815 of Section 9.06(a) of the Revised Municipal Code, **Stop Signs** is hereby **created** to read as follows:

9.06(a) 815. Ridge Court at Ridge Road.

SECTION IV: That subsection 816 of Section 9.06(a) of the Revised Municipal Code, **Stop Signs** is hereby **created** to read as follows:

9.06(a) 816. For eastbound traffic on Sunset Fork Left, before entering Sunset Fork.

SECTION V: That subsection 817 of Section 9.06(a) of the Revised Municipal Code, **Stop Signs** is hereby **created** to read as follows:

9.06(a) 817. Janick Circle West at Janick Circle.

SECTION VI: That subsection 214 of Section 9.06(a) of the Revised Municipal Code, **Stop Signs** is hereby **amended** to read as follows:

9.06(a) 214. Ridge Road at Main Street.

SECTION VII: That subsection 388 of Section 9.06(a) of the Revised Municipal Code, **Stop Signs** is hereby **amended** to read as follows:

9.06(a) 388. Janick Circle West at Jordan Lane.

SECTION VIII: That subsection 590 of Section 9.06(a) of the Revised Municipal Code, **Stop Signs** is hereby **amended** to read as follows:

9.06(a) 590. Jordan Lane at Ridge Road.

SECTION IX: That subsection i. of Section 9.02(b)2, **15 miles per hour in** of the Revised Municipal Code, **Speed Limits** is hereby **created** to read as follows:

9.02(b)2 i. On Ridge Road from a point 20' south of Simonis Street to a point 20' north of Simonis Street.

SECTION X: That subsection 2 of Section 9.05(c) of the Revised Municipal Code, **One Hour Parking** is hereby **amended** to read as follows:

9.05(c) 2. On the west side of Third Street from Portage Street to Centerpoint Drive.

SECTION XI: That subsection 4 of Section 9.05(c) of the Revised Municipal Code, **One Hour Parking** is hereby **amended** to read as follows:

9.05(c) 4. On the west side of Smith Street from Briggs Street to Centerpoint Drive.

SECTION XII: That subsection 12 of Section 9.05(d) of the Revised Municipal Code, **Two Hour Parking** is hereby **repealed**.

SECTION XIII: That subsection 5 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 5. On the east side of Reserve Street from a point 580 feet north of Fourth Avenue to High Street.

SECTION XIV: That subsection 147 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 147. On the east side of Fremont Street from Stanley Street to a point 265 feet south.

SECTION XV: That subsection 284 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **repealed**.

SECTION XVI: That subsection 28 of Section 9.05(k) of the Revised Municipal Code, **Loading Zones** is hereby **repealed**.

SECTION XVII: That subsection 12 of Section 9.05(o) of the Revised Municipal Code, **No Parking, Stopping or Standing** is hereby **repealed**.

SECTION XVIII: That subsection 39 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 39. On the west side of Strongs Avenue from the southwest corner of Strongs Avenue and Brawley Street to a point 20 feet south.

SECTION XIX: That subsection 23 of Section 9.05(c) of the Revised Municipal Code, **One Hour Parking** is hereby **amended** to read as follows:

9.05(c) 23. On the northeasterly side of Water Street from Arlington Place to a point 200 feet southeasterly of Third Street.

SECTION XX: That subsection 23 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 23. On the northeasterly side of Water Street from Third Street to Clark Street.

SECTION XXI: That subsection 15 of Section 9.05(m) of the Revised Municipal Code, **Bus Stops** is hereby **created** to read as follows:

9.05(m) 15. On the northeasterly side of Water Street from Third Street to a point 15 feet southeasterly.

SECTION XXII: That subsection 14 of Section 9.05(f) of the Revised Municipal Code, **15 Minute Parking** is hereby **created** to read as follows:

9.05(f) 14. On the northeasterly side of Water Street from a point 15 feet southeasterly of Third Street to a point 150 feet southeasterly.

SECTION XXIII: These ordinance changes shall take effect upon passage and publication:

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: May 25, 2022
Approved: June 20, 2022
Published: June 24, 2022



MEMORANDUM

To: City Finance Committee

From: Ryan Kernosky, Director of Community Development
Dan Kremer, Director of Parks, Recreation, and Forestry

Date: June 13, 2022

RE: **Donation Agreement for Park Parcel – City, General Capital, SSJTOSF**

Alders –

City staff has been diligently working with General Capital (the developer of the convent) and the Sisters of St. Joseph, Third Order of St. Francis (SSJTOSF) to donate and dedicate the 1.545 acre parcel at the corner of Prentice Street and Maria Drive for public park purposes. Attached to this memorandum is a donation agreement between the three parties. The major components are outlined below:

- 1) Sisters will donate 1.545 acres of land for public park purposes. The City will work with the SSJTOSF on naming rights of the park.
- 2) The City agrees to retain the grotto for retention of the Historic Preservation Tax Credits for a period of five years after the completion of the convent redevelopment project. After the five years, the City agrees to raze the grotto.
- 3) The developer agrees to cover the costs to raze the grotto after five years.

At the June 1, 2022 City Park Commission meeting, the Commission reviewed the donation agreement and has recommended approval as presented. City staff also recommends approval as presented.

Please let Directors Kernosky or Kremer 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.

Park Parcel Donation Agreement

Between



**Sisters of St. Joseph of the
Third Order of St. Francis**



GENERAL CAPITAL



Approved by City Council on:

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DONATION AGREEMENT – THE GROVE PARK PARCEL

THIS DONATION AGREEMENT (“Agreement”), made as of the _____ day of _____, 2022, by and between the City of Stevens Point, Wisconsin (“City”), GenCap Danna Stevens Point 102, LLC, (“Developer”), and the Sisters of Saint Joseph, Third Order of Saint Francis (“Sisters”). Individually, each of the foregoing is a “Party” and collectively, they are “Parties”.

Article I. RECITALS

WHEREAS, the Sisters, Developer, and City have a desire to dedicate land for public park usage as part of redevelopment and repurposing of 1300 Maria Drive, Stevens Point, WI 54481, also known as “The Grove”, in order to fill a gap in the City’s 10-minute walk to a park campaign, as identified in EXHIBIT B of this agreement and as listed in the City’s Comprehensive Outdoor Recreation Plan; and,

WHEREAS, the Sisters own the land described as Lot 1 of Certified Survey Map #011637, recorded at the Portage County Register of Deed’s as document #886781 (“Park Parcel”). Such land is 1.545 acres (67,307 square feet in size) and is located at the corner of Maria Drive and Prentice Street; and,

WHEREAS, the Sisters and the City intend for the Park Parcel to be donated to the City of Stevens Point and utilized as a City Park, subject to the terms and conditions of this Agreement; and,

WHEREAS, the Sisters, Developer, and City recognize that The Grove redevelopment project was awarded Federal and State Historic Tax Credits, which dictates structure regulations for a period of five (5) years after project completion; and,

WHEREAS, the Park Parcel includes a Religious Grotto (“Grotto”), considered a Contributing Structure to the historic nature of the property as outlined in the application for National Register of Historic Places and Historic Tax Credit applications; and,

WHEREAS, as part of the Amended Development Agreement, Article IV, Section 4.1(7)(h) (Portage County Register of Deeds Document #885846), the Developer “shall, within 30 days of closing on the property, prepare a Certified Survey Map creating a new lot of 1.72 acres in the southeast corner of the property. Said lot shall be sold to the City for consideration of \$1.00 and be utilized for public park purposes;” and,

WHEREAS, the Sisters, the Developer, and the City recognize the reduced acreage of the Park Parcel (1.517 acres vs. 1.72 acres) and the donation of the Park Parcel as satisfying the aforementioned Development Agreement conditions; and,

WHEREAS, the Sisters, the Developer, and the City have no desire to retain the Grotto longer than minimally required for retention of National Register of Historic Places determination and Historic Tax Credits.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, the Parties does hereby covenant and agree, as follows:

Article II. AGREEMENT

Section 2.01 Effective Date of Agreement.

- (a) This Agreement shall become effective on the signature date.

Section 2.02 Deed and Transfer of Property.

- (a) Sisters shall execute a quitclaim deed conveying the Park Parcel to the City as legally described in EXHIBIT A of this agreement. Such deed shall be recorded with the Portage County Register of Deeds within thirty (30) days of the Effective Date of this Agreement. Such quitclaim deed is attached as EXHIBIT E attached hereto.

Section 2.03 Acknowledgement of Dedication in Lieu of Park Fees.

- (a) The City acknowledges and agrees to the dedication of the Park Parcel in lieu of the implementation of park impact fees, consistent with City of Stevens Point Revised Municipal Code Chapter 20.08(2). The Developer shall have no other park fees imposed upon them for the redevelopment and adaptation of the property at 1300 Maria Drive, as identified in EXHIBIT D.

Section 2.04 Obligations of Developer and City .

(a) Developer Obligations

- (i) Developer agrees to install a split-rail fence around the Grotto within 30 days of the Execution of this Agreement. Split-rail fence shall be well maintained until such time the Grotto is removed consistent with Section 2.05 of this agreement. Such placement and example of split-rail fencing is further outlined in EXHIBIT C of this agreement.
- (ii) Developer agrees to work collaboratively with the City and the Sisters on the design, information, installation, and maintenance of interpretive signage to be placed throughout the Park Parcel discussing the history of the site and the Grotto.

(b) City Obligations

- (i) City agrees to maintain the Park Parcel to the industry's best management practices and further agrees to operate the Park Parcel as a public park in perpetuity.

Section 2.05 Removal of Grotto.

- (a) The City, the Sisters, and the Developer will not remove the Grotto within five (5) years of the completion of the redevelopment and reuse of the property at 1300 Maria Drive, or until such time the Historic Tax Credits expire.
- (b) At such time the Grotto can be removed, Developer agrees to cover the costs to remove the Grotto. The City will invoice the Developer the total costs to remove the Grotto. The Developer shall pay said invoice within 30 days from the date of the invoice.

Section 2.06 Naming of the Park Parcel.

- (a) The City shall work with the Sisters on dedicating a name of the Park Parcel.

Section 2.07 Improvements to Park Parcel

- (a) The City, Sisters, and Developer recognize that the City will make improvements to the Park Parcel. Said improvements may include, but are not limited to, playground equipment, pathways, picnic tables, lighting, and fencing. The Parties recognize that improvements to the Park Parcel will occur as funding is available and will be done after review by the City Park Commission and the Common Council of the City of Stevens Point.

Article III. COVENANTS RUNNING WITH THE LAND

Section 3.01 Covenants Running with the Land.

- (a) This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A.

Article IV. REMEDIES

Section 4.01 Time of the Essence.

- (a) Time is of the essence as to all dates under this Agreement.

Section 4.02 Event of Default.

- (a) In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

1. Injunctive relief,
2. Action for specific performance; and
3. Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 4.03 Reimbursement.

- (a) Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 4.04 Interest.

- (a) Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

Section 4.05 Remedies are Cumulative.

- (a) Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 4.06 Failure to Enforce Not Waiver.

- (a) Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 4.07 Mediation.

- (a) Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days of the request for mediation; either Party may apply to Portage County Circuit Court, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

Article V. AMENDMENT

Section 5.01 Amendments to this Agreement.

- (a) This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

Article VI. WARRANTIES & REPRESENTATIONS

Section 6.01 Mutual Warranties and Representations.

- (a) Each Party has made and does hereby make the following representations and warranties to the other Parties, which shall be true as of the Effective Date as if such warranties and representations were made at such time:
 - (i) Each Party represents and warrants that it has the power, authority, and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by such Party, as the case may be, under this agreement.
 - (ii) Each Party represents and warrants that it is empowered and authorized to execute and deliver this Agreement and any other agreements and documents, if any, required hereunder to be executed and delivered by such Party. This Agreement has been and each such document at the time it is executed and delivered will be duly executed and delivered on behalf of each Party. When executed and delivered all such agreements shall constitute a legal, valid, and binding obligation of each Party enforceable in accordance with its terms.

Article VII. MISCELLANEOUS PROVISIONS

Section 7.01 Execution in Multiple Counterparts.

- (a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 7.02 Construction.

- (a) The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 7.03 Legal Relationship.

- (a) Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 7.04 Survival.

- (a) All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 7.05 No Waiver.

- (a) The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 7.06 Severability of Provisions.

- (a) If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 7.07 Law Governing.

- (a) This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 7.08 Notices and Demands.

- (a) Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (i) in the case of the Sisters is addressed to or delivered personally to:

Sisters of Saint Joseph, Third Order of Saint Francis

[address here]

- (ii) in the case of Developer is addressed to or delivered personally to:

GenCap Danna Stevens Point 102, LLC
6938 N. Santa Monica Blvd.
Fox Point, WI 53217

ATTN: David J. Weiss

- (b) in the case of City is addressed to or delivered personally to:

City of Stevens Point
1515 Strong's Ave.
Stevens Point, WI 54481
Attn: City Clerk

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 7.09 Force Majeure.

- (a) As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 7.10 Recording.

- (a) The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

**SISTERS OF SAINT JOSEPH, THIRD ORDER
OF SAINT FRANCIS**

Dated: _____ By: _____
Title: _____

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me this _____ day of _____, 2022, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of _____, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

GENCAP DANNA STEVENS POINT 102, LLC

Dated: _____ By: _____

Title: _____

[illegible]

Personally came before me this ____ day of _____, 2022, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of _____, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

CITY OF STEVENS POINT, WISCONSIN

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

[illegible]

Personally came before me this ____ day of _____, 2022, the above-named _____, and _____, the City _____ and _____, respectively of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

Exhibit A – Legal Description

Lot 1 of Portage County Certified Survey Map Number 011637, located in Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 29, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

PID: 281-2408-29-2400-43

Exhibit B – 10-Minute Walk to a Park Campaign

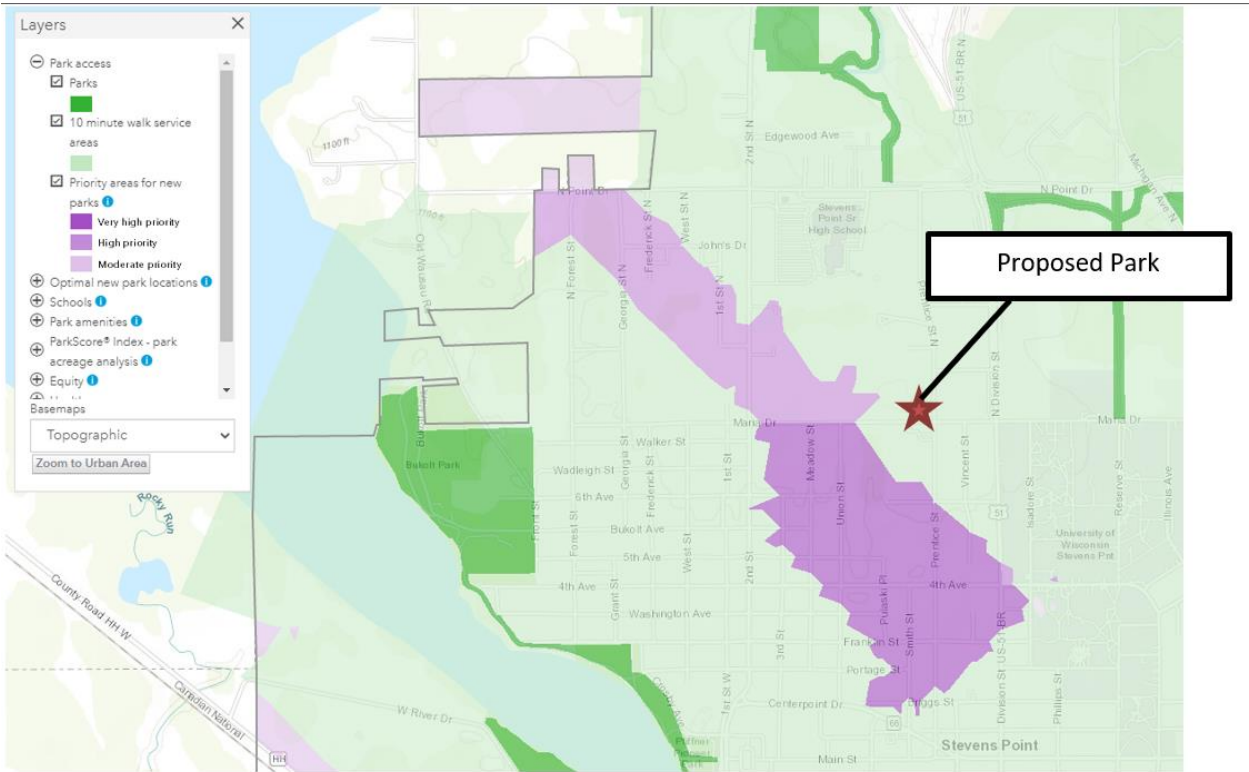


Exhibit C – Site Plan and Example of Fencing Around Grotto

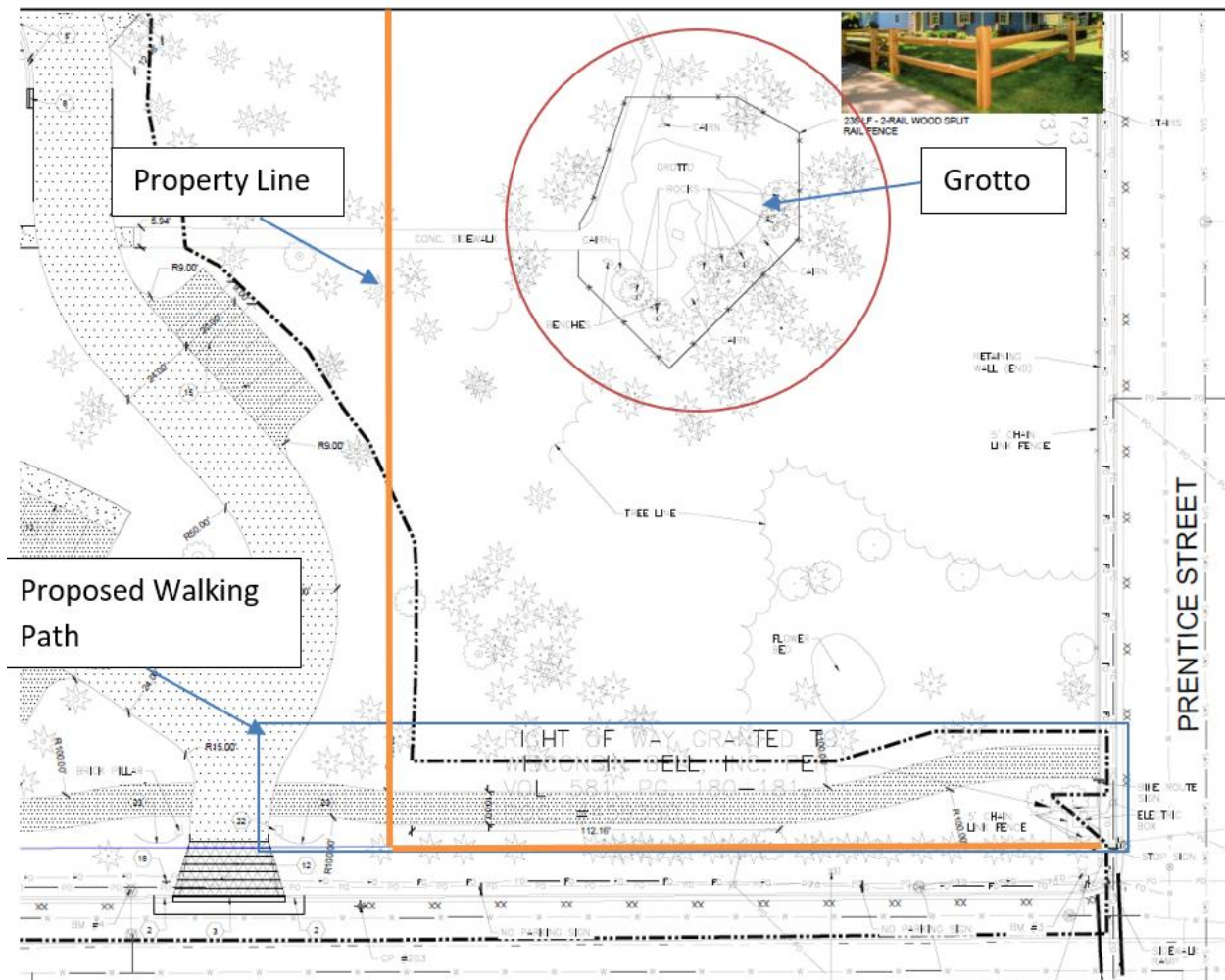


Exhibit D – Phase I Development

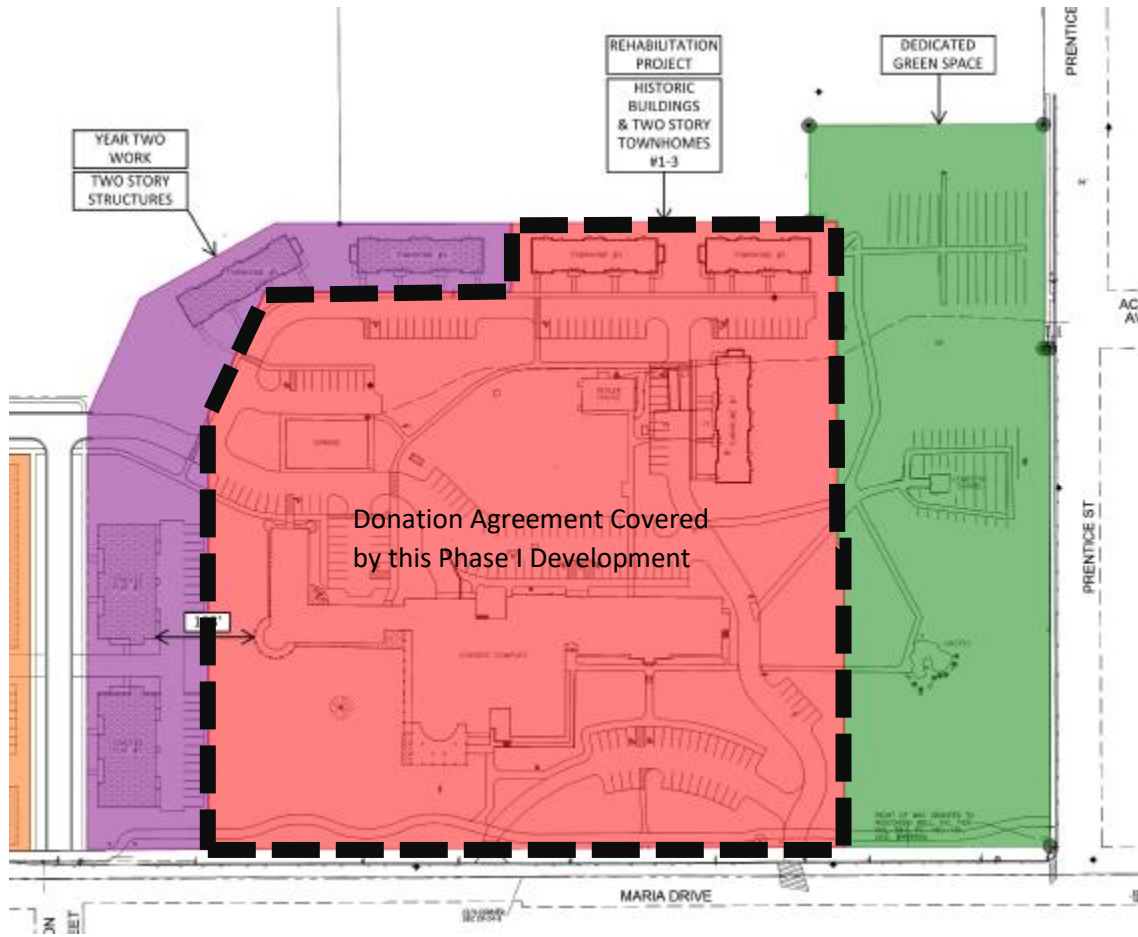


Exhibit E – Copy of Quit Claim Deed for Transfer of Park Parcel

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

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

SECTION I: That Subsection 24.52(4)(a) of the Revised Municipal Code is hereby **amended** to read as follows:

24.52 (4) PENALTY

- (a) Any person who is age 17 or older who violates any provision of this ordinance in any place other than on the grounds of any public or parochial school shall, upon conviction, be subject to a forfeiture of \$5100.
- ~~(a)(b)~~ Any person who is age 16 or younger or who violates any provision of this ordinance on the grounds of any public or parochial school, upon conviction, be subject to a forfeiture of \$100.

SECTION II: That Subsection 24.52(3)(b)(i) of the Revised Municipal Code is hereby **amended** to read as follows:

24.52 (b) This ordinance shall not apply to any person who:

- (i) Is charged with possession of more than 25 grams of marijuana.

SECTION III: That part 24.43 of Subsection 24.27 of the Revised Municipal Code, Schedule of Cash Deposits for Drug Paraphernalia, is hereby **amended** to read as follows:

24.43 Drug Paraphernalia

<u>Marijuana or THC related non-school</u>	<u>5.00</u>
<u>Marijuana or THC related school-related</u>	<u>100.00</u>
<u>Non-marijuana or THC related 1st</u>	<u>100.00</u>

SECTION IV: That part 24.52 of Subsection 24.27 of the Revised Municipal Code, Schedule of Cash Deposits for Possession of Marijuana, is hereby **amended** to read as follows:

24.52 Possession of Marijuana age 17+ non-school related 5100.00
Possession of Marijuana age 16 or younger or school related..... 100.00

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: June 7, 2022
Approved: June 20, 2022
Published: June 24, 2022