



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.

Members

- Mayor Wiza
- Alderperson Kneebone
- Commissioner Arntsen
- Commissioner Cooper
- Commissioner Ilten
- Commissioner Rice
- Commissioner Schuler

AGENDA

CITY PLAN COMMISSION

Date and Time:	May 15, 2023 6:00 PM	Location:	Community Room 933 Michigan Avenue, Stevens Point, WI
			<u>OR</u>
			<u>Zoom Teleconferencing</u>
			Meeting ID: 883 1695 5846
			Passcode: 818703
			<u>By</u>
			<u>Computer:</u> https://us02web.zoom.us/j/88316955846?pwd=eE16c1JndkRjV2NCa
			<u>By Phone:</u> +1-312-626-6799 (US Chicago)

Opening Section:

1. Roll Call

Discussion and Possible Action on the Following:

2. A request from the City of Stevens Point to purchase an unaddressed parcel off of Second Street North (Parcel ID 281240820320013).

Closing Section:

3. Adjourn

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

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

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



To: Plan Commission and Common Council

From: Dan Kremer, Director of Parks, Recreation and Forestry
John Jury and Tom Schrader, Green Circle Trail Board Members

Date: May 10, 2023

Subject: Acquisition of parcel along 2nd St. N. for future Green Circle (parcel #281-2408-20-3200-13)

When the Green Circle officially opened in 1996, there were several sections where a portion of the trail used city, village and town streets as a portion of the route. Since the grand opening, it has been a long-term goal of the Green Circle Committee to get as much of the trail off these streets as possible. Over time, the committee has been able to move the trail off some streets to a more natural setting in several locations. We are recommending the city plan commission and common council authorize purchasing a parcel along the Stage Coach Trail segment (2nd Street, Du Bay Avenue, Old Wausau Road) to help accomplish the goal of a natural trail in this corridor. This would be the first step in trying to accomplish the goal in this section. There are several more parcels/landowners that the committee and city staff have been working with or will be in the future in order complete this goal. We realize this potential reroute of the trail may be years in the making, but we are willing to work on it with the rest of the land/lease committee for the Green Circle Trail Committee for future generations of trail users.

From our review, this is the last property abutting Second Street which would allow the Green Circle Trail to get off the road and head southwest which we have the opportunity to purchase and control. In addition to this opportunity, the property directly across the road is interested in performing a partial property swap with the city to allow them to expand their business. The land swap is not something the plan commission and the common council is being asked to weigh in on today; however, we have included a map with shaded areas showing the spaces that will likely be coming before both committees next month for consideration and as a continuation of this property acquisition opportunity. That swap would create a direct connection for the Green Circle Trail to cross Second Street and head west into the parcel that is currently for sale and that we are recommending the city purchase.

The Green Circle Trail Committee and Happy Trails fund have agreed to provide all funding for this property purchase. The financing agreement and contingent accepted offer to purchase are included with this memo. The financing memo outlines the terms of conditions of the financial gift to purchase the property.

The Green Circle Trail Committee, the Happy Trails Fund and city staff are requesting approval of this property purchase. If approved, we would close on the property on June 2, 2023.

FINANCE AGREEMENT

This Grant Agreement (the “Agreement”) is entered into effective as of the last signature date below (the “Effective Date”) by and between the City of Stevens Point, a Municipal corporation, (the “City”) and the GREEN CIRCLE TRAIL COMMITTEE (“GCT”) and HAPPY TRAILS FUND located at the Community Foundation of Central Wisconsin (“HTF”) (collectively, the “Parties”).

RECITALS

1. The goal of the GCT is to continually make the Green Circle Trail safer and more scenic and to move sections of trail off roadways whenever there is an opportunity to do so.
2. The goal of the HTF is to provide funding for strategic land acquisitions for the Green Circle Trail.
3. City has entered into a Vacant Land Offer to Purchase, a copy of which is attached hereto as Exhibit A, for the acquisition of the following parcel of property: (i) an approximately .43 acre parcel of land in the City of Stevens Point that is across the street from the sculpture park and is generally depicted in Exhibit B (the “Property”).
4. The Property is part of the GCT long-term trail relocation plan and its acquisition will allow a segment of the Green Circle Trail to be relocated from North Second Street, Dubai Avenue, and Old Wausau Road into a wooded trail corridor.
5. GCT and HTF have asked the City to purchase the property and become the land owner in exchange for the GCT and HTF providing the funds necessary for the acquisition costs.

TERMS

NOW, THEREFORE, for the mutual promises and consideration contained herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. Purpose.** The City is attempting to acquire and preserve the parcel to allow for a future trail to be installed. The Property is strategically necessary because it is the only point along North Second Street where a trail entrance could be practically and sustainably located. The parties agree that fulfilling the Purpose will yield a significant public benefit for the residents of the City and the public in general. The parties agree to work in good faith to protect and preserve the Property in perpetuity for this Purpose.
- II. Grant.** In support of the Purpose and subject to the terms of this Agreement, the GCT awards City a grant in the amount of Twenty-One Thousand Dollars (\$21,000) and the HTF awards the City a grant in the amount of Twenty -One Thousand Dollars (together, the “Grants”). The Parties anticipate that the Forty-Two Thousand Dollars in total will be sufficient to acquire the property, inclusive of closing costs.
- III. Expenditure of Funds.** The Grants (together with any income earned upon investment of such funds) is made for the Purpose and may not be expended for any other purpose without prior written approval from both GCT and HTF. Any portion of the Grant unexpended at

the completion of the project or the end of the period shall be returned immediately to the GCT and HTF, with each receiving 50% of such remaining funds.

- IV. **Tax-Exempt Status.** City represents that it is a municipal corporation and is tax exempt.
- V. **Future Land Transfers.** If City ever transfers the Property to any party other than the GCT or HTF or an entity wholly owned and controlled by GCT and HTF, then within 30 days of such transfer, City will repay the Grants in full; provided, however, the GCT and HTF may waive this requirement. The GCT and HTF acknowledges that City may, in the future, decide to transfer some or all of the property subject to a Green Circle Trail Easement that will continue to protect the Property in a manner consistent with its mission and the Purpose. The parties acknowledge that should such transfer occur, any proceeds from the sale would be paid back to the GCT and HTF, with each receiving 50% of such funds.
- VI. **Assignment or Delegation.** City may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval from the GCT and HTF, which will not be unreasonably withheld; provided, however, City may transfer the Property and assign and delegate its rights to any wholly owned subsidiary organization which City controls.
- VII. **Records and Reports.** City is required to keep a record of all receipts and expenditures relating to these Grants and to provide the GCT and HTF with a written report summarizing the project promptly following the end of the period during which City is to use all Grant funds, or within thirty (30) days of the expenditure of all Grant funds, whichever is earlier. The GCT and HTF may also require interim reports. The reports should describe City's progress in achieving the purposes of the Grants and include a detailed accounting of the uses or expenditure of all Grant funds. City also agrees to provide any other information reasonably requested by the Parties. City is required to keep financial records with respect to these Grants, along with copies of any reports submitted to the GCT and HTF, for at least four years following the year in which all Grant funds are fully expended.
- VIII. **Required Notification.** City is required to provide the GCT and HTF with immediate written notification of: (i) any changes in its organization's tax-exempt status or (ii) its inability to expend the Grants for the Purpose.
- IX. **Right to Revoke:** If the GCT and HTF do not receive a written request by the City for disbursement of the Grants within thirty-five days of the Effective Date, then this Agreement shall automatically be revoked. If the GCT and HTF believes that City has violated the Purpose, then it shall give written notice of such violation to City with a description of the violation. The parties shall meet within thirty (30) days of such written notice and work to resolve the matter. If the parties are unable to resolve the matter and it is determined that City or its permitted assigns has violated the Purpose or other provision of this Agreement, then this Agreement may be revoked by the GCT and HTF and any portion of the Grant previously awarded shall be repaid by City.

The undersigned representatives certify that they are authorized to make, execute and deliver this Grant Agreement.

CITY OF STEVENS POINT

GREEN CIRCLE TRAIL

By:

Name: Mike Wiza
Its: Mayor
Date:

By:

Name: Joel Lemke
Its: President
Date:

CITY OF STEVENS POINT

HAPPY TRAILS FUND

By:

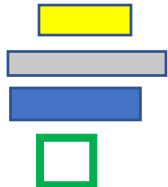
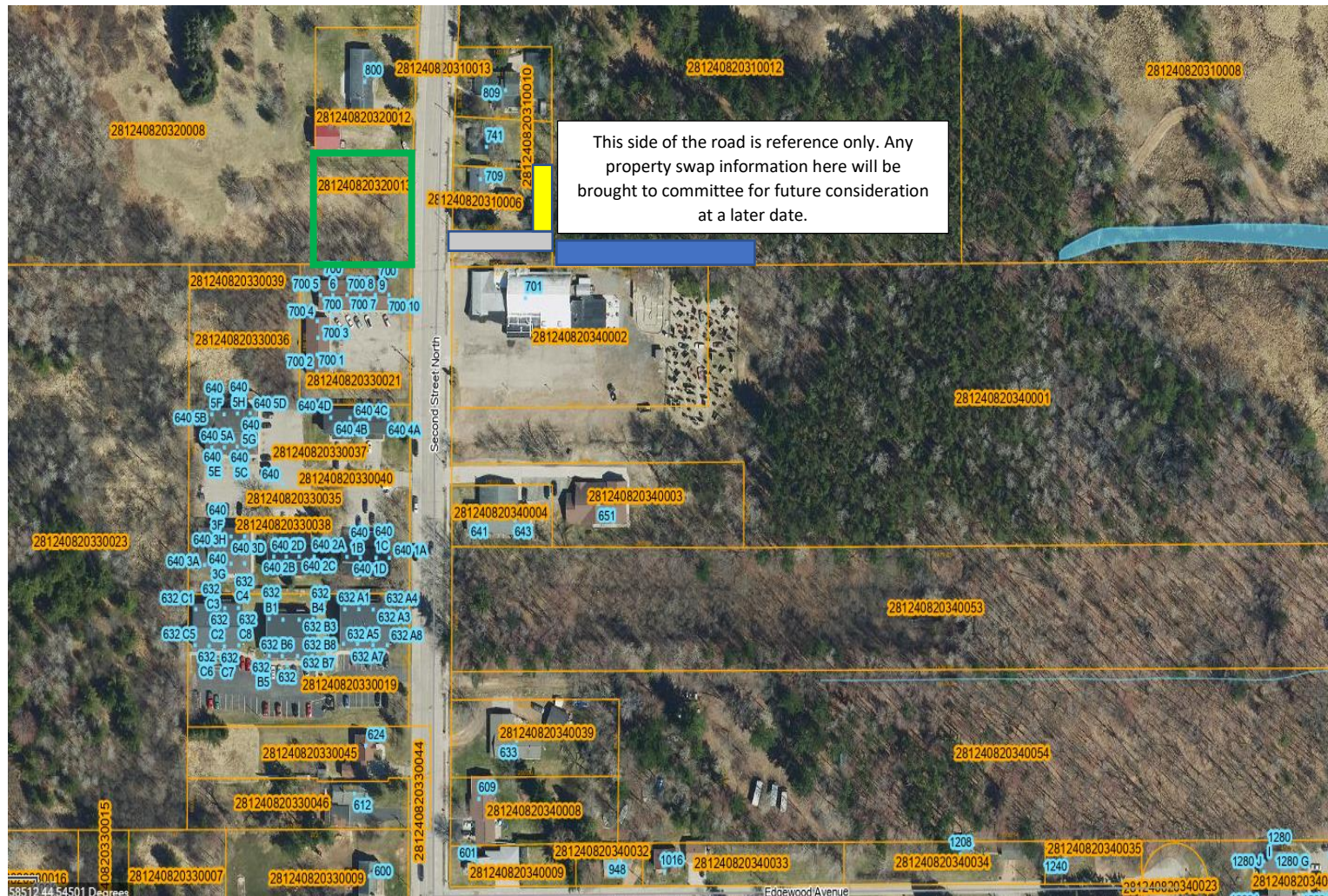
Name: John Jury
Its: Fund Representative
Date:

Exhibit A

- Insert offer to purchase contract

Exhibit B

- Insert CSM



- Approximately 75' x 25' (1,875 square feet – swap to City)
- Approximately 22' x 150' (swap from 3,750 square feet – swap to City)
- Approximately 25' x 285' (7,125 square feet - swap from City)
- Property Acquisition Opportunity – Parcel # 281-2408-20-3200-13

787755

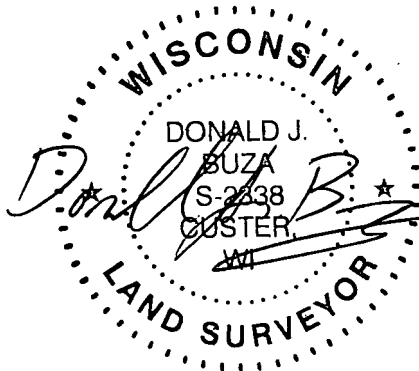
CYNTHIA A. WISINSKI
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
07/25/2013 2:52 PM

REC FEE: 30.00
PAGES: 2
FEE EXEMPT:

Csm 10397-46-127

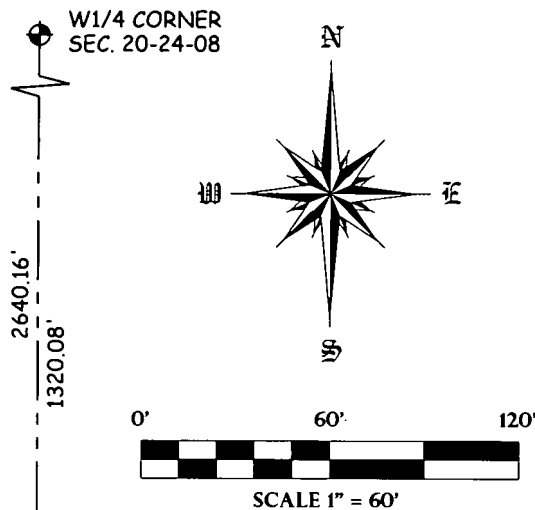
PORTAGE COUNTY CERTIFIED SURVEY MAP

OF ALL OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP #10201
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 20, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF
STEVENS POINT, PORTAGE COUNTY, WISCONSIN.



7/22/13

LOT 1 CSM #10201



W1/4 CORNER
SEC. 20-24-08

2640.16'
1320.08'

WEST LINE SW1/4

N 00°11'01" E

1320.08'

N 89°58'27" E

971.25'

SOUTH LINE NW1/4, SW1/4

40 COR.

CONDO

LEGEND

- 3/4" O.D. X 18" IRON BAR SET WEIGHING 1.50 LBS/LIN. FT.
- 1-1/4" O.D. IRON PIPE FOUND
- 3/4" O.D. IRON BAR FOUND
- BERNTSEN NAIL FOUND
- HARRISON MONUMENT FOUND
- CHISELED "X" ON LG. ROCK FOUND

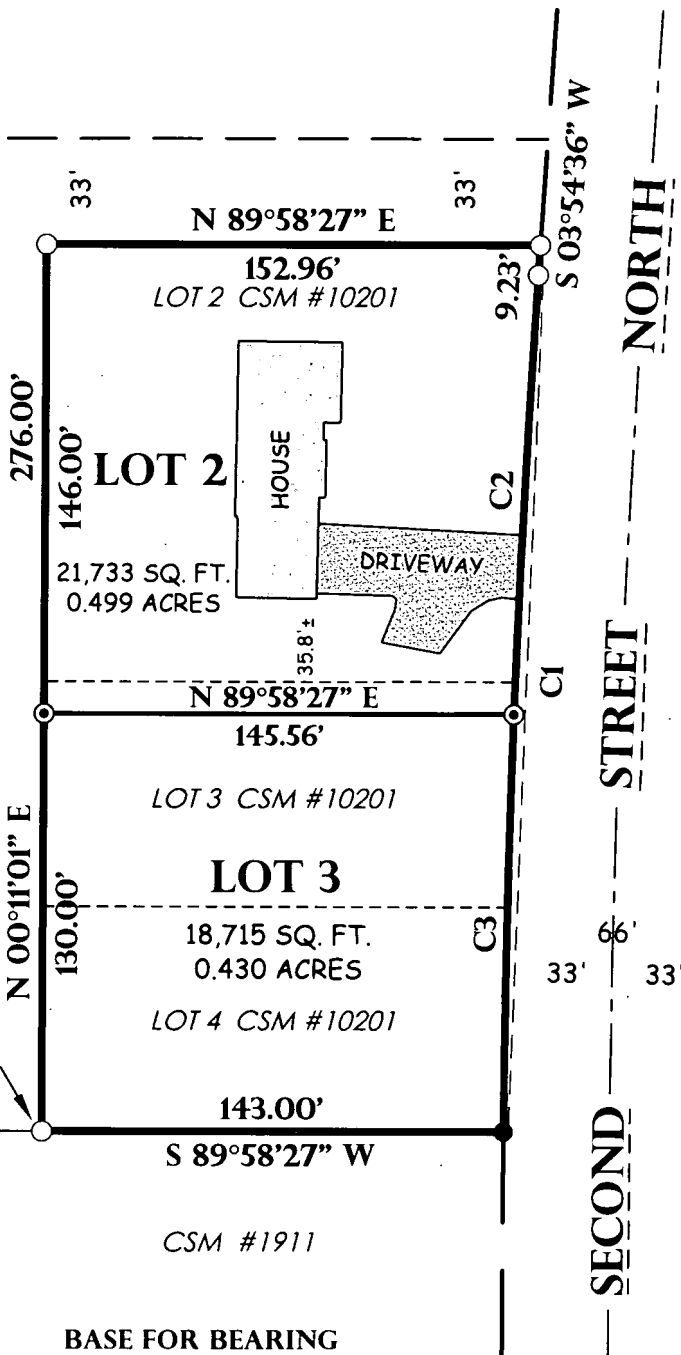
BASE FOR BEARING

THE WEST LINE OF THE SW1/4 OF
SECTION 20, T 24 N, R 8 E.
ASSUMED TO BEAR N00°11'01"E

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4451.76'	267.03'	266.98'	S 02°11'30" W	03°26'12"
C2	4451.76'	136.99'	136.98'	S 03°01'43" W	01°45'47"
C3	4451.76'	130.04'	130.04'	S 01°18'37" W	01°40'25"

SW CORNER
SEC. 20-24-08



NORTH

STREET

SECOND



Point of Beginning

Land Surveying
Engineering
Donald J. Buza, RLS #2338
5709 Windy Drive, Suite D
Stevens Point, WI 54481
715.344.9999(Ph) 715.344.9922(Fx)

THIS INSTRUMENT WAS DRAFTED BY DONALD BUZA
AND DRAWN BY DONALD BUZA

FIELD BOOK B-28 PAGE 50
JOB # 13.760

SHEET 1 OF 2 SHEETS