

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

Zoom Conference Call Meeting

URL: <https://us02web.zoom.us/j/89521636090>

Password: 215797

Dial in Number: +1 312 626 6799

Meeting ID: 895 2163 6090

August 17, 2020

7:00 PM

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.

Consideration and Possible Action on the Following:

5. Consent Agenda
 - Minutes of the Common Council Meeting of July 20, 2020, and of the Special Common Council Meeting of August 10, 2020.
 - Minutes and Actions of the Police and Fire Commission meeting of July 8, 2020
 - Minutes and Actions of the Park Commission meeting of August 5, 2020
 2. Approval of July 1, 2020 meeting minutes
 4. Socially Distant special event request at McDill Disc Golf Course on Patch Street for August 22, 2020.
 5. Run, Walk and Roll special event request at Iverson Park on September 3, 2020.
 6. 2021 and 5 year Capital Budget for Parks, Recreation and Forestry Department.
 7. Review of 2020 Parks, Recreation and Forestry Financial Impacts from Covid-19
 - Minutes and Actions of the Airport Commission meeting of August 10, 2020.
 2. Approval of Department Claims.

- Minutes and Actions of the Transportation Commission of August 10, 2020
 2. Approval of July 13, 2020 minutes
 3. Approval of the July 2020 financial/claims report
 4. Approval of the 2021 Mobility Management and Volunteer Driver operating budgets
 5. Approval to move forward with a federal 5310 grant application for the Mobility Management program and the Volunteer Driver program
 6. Approval to reinstate fares beginning September 1, 2020
 - Minutes and Actions of the Boards of Water and Sewerage Commissioners meeting of August 10, 2020.
 2. Approval of Department Claims.
 - Minutes of the Plan Commission meeting of August 3, 2020.
 - Minutes and Actions of the Personnel Committee meeting of August 10, 2020
 2. Out of state travel requests for 2021 per Administrative Policy 3.05.
 - Minutes and Actions of the Finance Committee meeting of August 10, 2020.
 5. Contract for Community Development Software Program.
 6. Community Development Fee Schedule Amendment.
 7. Replacement of cooling system at 1466 Water St.
 8. Development Agreement for Redevelopment of the Fox Theatre.
 9. Updated Depository Resolution.
 11. Approval of Claims Paid
 - Minutes and Actions of the Public Policy and General Government meeting of August 10, 2020.
 2. License List: Temporary Class "B"/"Class B" License (Picnic).
 - Statutory Monthly Financial Report by Comptroller/Treasurer
 - Supplemental Poll List
6. Approval of policy requiring materials for consideration be submitted at 24 hours before meeting.
 7. Award contract number 20-11 for K.B. Willett Arena lower level flooring to Becker Arena Products in the not-to-exceed amount of \$77,005.
 8. 2020 Agreement for Harvesting Purposes on City-owned Land (PID 020240836-01.02)
 9. Ordinance Amendment - Section 2.28 Public Protection Committee Renamed Public Policy and General Government.
 10. Resolution - Rezone 2725 Water Street (Parcel ID 281230805101811) from "R-5" Multiple Family II Residential to "M-1" Light Industrial
 11. Facade Improvement Grant Agreement between the City of Stevens Point and 1616 Main St, LLC for the Property Located at 1221 Second Street
 12. Development Agreement for Redevelopment of the Fox Theatre - 1116-1128 Main Street
 13. Adjournment

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 Strongs 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**

Zoom Conference Call Meeting

Click to Connect: [Zoom Meeting](#)|

Dial in Number: +1 312 626 6799

Meeting ID: 892 4621 6484| Password: 888754

July 20, 2020

7:00 PM

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.

Ald. Kneebone said due to the Corona Virus the Suzuki Institute is doing an online institute.

Kayla Filen, said she is the current County Clerk and is a candidate for the upcoming August election. She shared her past work experience encouraged everyone to get out and vote in the August primary.

Consideration and Possible Action on the Following:

5. Consent Agenda
 - Minutes of the Common Council Meeting of June 15, 2020.
 - Minutes and Actions of the Police and Fire Commission meeting of June 2, 2020
 4. Confirmation of Bills
 6. Creation of a training officer - Fire Department
 - Minutes and Actions of the Park Commission meeting of July 1, 2020
 3. Tournament play within City of Stevens Point park facilities and properties.
 4. 2020 State softball tournament request by Stevens Point Softball Association.
 5. Tournament request by Stevens Point Horseshoe Club for July 18 and 19, 2020 in Mead Park.
 6. Special Events within Stevens Point park facilities and properties.
 7. O'keefe Relief Benefit Fund special event at Iverson Park on August 23.
 8. Approve First Amendment to cell phone antenna lease agreement for Goerke Park.
 - Minutes and Actions of the Airport Commission meeting of July 13, 2020
 2. Approval of Department Claims

- Minutes and Actions of the Transportation Commission of July 13, 2020
 3. Approval of the June 2020 financial/claims report.
 4. Approval to use transportation general funding for roof repair.
 5. Approval to award roof repair bid to lowest responsible bidder.
 6. Approval to move forward with purchasing Bus Operator Protection Barriers.
 7. Approval of the Central Transportation Public Transportation Agency Safety Plan.
- Minutes and Actions of the Boards of Water and Sewerage Commissioners meeting of July 13, 2020
 2. Approval of Department Claims
 8. Approval of an estimate for pipe work at the Industrial Park Lift Station
 9. Approval of proposal for the cost to upgrade server equipment
 10. Reclassification of a Superintendent position and permission to promote from within the Department
 11. Approval of the annual CMAR
 12. Replacement of a hot water heater at the water treatment station on Wellfield Road
- Minutes and Actions of the Plan Commission meeting of July 7, 2020.
 7. Request from Lineage SCS WI, LLC, for a site plan review of an expansion to the existing cold storage warehouse facility at 5700 E.M. Copps Drive.
 8. Community Development Department Annual Report for 2019.
 9. June, 2020 Monthly Report.
- Minutes and Actions of the Board of Public Works meeting of July 13, 2020
 3. To accept terminating garbage and recycling collection for multifamily (commercial) parcels.
 4. To approve the 2021 sidewalk replacement orders property list.
- Minutes and Actions of the Personnel Committee meeting of July 13, 2020.
 2. Elected Versus Appointed Clerk, Comptroller/Treasurer and Attorney.
 3. Request to hire Interim Assistant Chief up to Step 5 in Grade S.
 4. Request to re-distribute hours for Administrative Assistant in Community Development.
 6. Reclassification of Utility position.
 7. Request from the Director of Utility and Transportation to promote from within.
 8. Request to create a Training Officer position in the Stevens Point Fire Department.
- Minutes and Actions of the Finance Committee meeting of July 13, 2020.
 2. Contract renewal with Steve Shepro, Forward Appraisal, for assessment services.
 3. Agreement with Portage County regarding delinquent special assessments and charges.
 4. Investment Strategy Statement.
 6. Funding for appraisal of properties, per DOT requirements, that are part of a potential extension of the Green Circle across the Plover River east of I-39.
 10. Approval of Claims Paid.
- Minutes and Actions of the Public Protection meeting of July 13, 2020
 1. Renewal of "Class B" Combination Beer and Liquor License, "Class B" Combination Beer and Liquor License, Class "B" Beer and "Class C" Wine License, Class "B" Beer License, Temporary Class "B"/"Class B" License, Extension of Licensed Premises, Renewal of Junk Dealer License, Renewal of Taxicab Companies.
 2. Appeal of Denial of Operator's License.
 3. Renaming Public Protection to Public Policy and General Government.

- Supplemental Pollworker List

Ald. Johnson asked to pull agenda item 2 of the Personnel Committee - Elected Versus Appointed Clerk, Comptroller/Treasurer and Attorney.

Ald. Shorr requested to pull agenda item 3 of the Public Protection Committee - Renaming Public Protection to Public Policy and General Government.

Ald. Kneebone asked to pull agenda item 2 of the Public Protection Committee - Appeal of Denial of Operator's License.

Ald. Johnson **moved**, Ald. Kneebone seconded, to move forward with the appointment process for Clerk, Comptroller Treasurer, and City Attorney.

Call for the Vote: Ayes: Fishler, Kneebone, Johnson, Nebel, Jennings.
Nays: Morrow, Dalton, Leek, Zarazua, Shorr. Motion tied.

Mayor Wiza said in the event of a tie he can vote, and voted No. The motion failed.

Kevin Wanta, 6984 Bretel Avenue, Rudolph, explained why the IDD was not in his vehicle.

Ald. Jennings **moved**, Ald. Fishler seconded, to deny the appeal of the operator's license.

Deb Zinda, 3416 Soo Marie Avenue, spoke in favor of Mr. Wanta getting his operator's license and asked Council to reconsider.

Mr. Wanta said he has been a bartender for over 40 years and has never gotten a citation for serving a minor or for alcohol sales.

Call for the Vote: Ayes: Jennings, Shorr, Zarazua, Johnson, Kneebone, Fishler, Morrow.
Nays: Nebel, Leek, Dalton. Motion adopted.

Ald. Shorr **moved**, to rename the Public Protection Committee to "The Licenses, Elections, and General Government Committee".

Motion fails due to a lack of a second.

Ald. Nebel **moved**, Ald. Jennings seconded, to approve the renaming of the Public Protection Committee to "Public Policy and General Government".

Call for the Vote: Ayes: Fishler, Dalton, Leek, Kneebone, Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: Morrow. Motion adopted.

6. Joint request by SPASH, Pacelli and UWSP to allow 200 people within Goerke Stadium for high school and collegiate athletic competitions.

Brad Duckworth, 2050 Fourth Avenue, explained what the fall season of Football would like for UWSP if they were to have a season.

Mike Blair, 1201 Northpoint Drive, said at this point the high schools are not as stringent as the University. He said they are trying to follow all of the guidelines from the CDC, State, and County. They are waiting to hear from the WIAA and their board of control about the start of fall sports. He said they are at the Council meeting to see if they can use Goerke Field if they should be able to play football.

The Athletic Directors from SPASH and UWSP then answered questions from alders in regards to using Goerke Stadium and their plan for the fall football season.

Ald. Johnson **moved**, Ald. Shorr seconded, to deny the request.

Call for the Vote: Ayes: Shorr, Nebel, Zarazua, Johnson, Leek, Fishler.
Nays: Jennings, Kneebone, Dalton, Morrow. Motion adopted.

7. Resolution - Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 11, City of Stevens Point, Wisconsin.

Dawn Gunderson Schiel, Ehlers Inc, explained the process with this project. She said there has not been any changes to the feasibility analysis.

Ald. Johnson **moved**, Ald. Shorr seconded, to approve designating proposed boundaries and approving a project plan for Tax Incremental District Number 11.

Call for the Vote: Ayes: Morrow, Fishler, Leek, Kneebone, Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: Dalton. Motion adopted.

8. Resolution - Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 13, City of Stevens Point, Wisconsin.

Ald. Shorr **moved**, Ald. Leek seconded, to approve the resolution designating proposed boundaries and approving the project plan for Tax Incremental Financing District Number 13.

Call for the Vote: Ayes: Shorr, Zarazua, Johnson, Kneebone, Leek, Fishler, Morrow.
Nays: Jennings, Nebel, Dalton. Motion adopted.

9. Ordinance Amendment - Section 9.05 regarding Parking.

Ald. Fishler **moved**, Ald. Kneebone seconded, to approve the updated ordinance changes.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Johnson, Zarazua,
Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

10. Adjournment

Adjourned at 9:14 p.m.

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

Zoom Conference Call Meeting
URL: <https://us02web.zoom.us/j/87609178646>
Password: 110891|
Dial in Number: +1 312 626 6799|
Meeting ID: 876 0917 8646

**August 10, 2020
6:45 PM**

1. Roll Call

Mayor Wiza, Presiding

PRESENT Ald. Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler, Morrow

OTHERS Clerk Krautkramer, Attorney Beveridge, C/T Ladick, Chief Finn, Interim Chief Zenner,
PRESENT Dir. Lemke, Dir. Kernosky, Dir. Kremer, Mayoral Assistant Pazdernik.

Mayor Wiza **recessed** the meeting until the Public Policy and General Government meeting adjourned.

Mayor Wiza reconvened the Special Common Council meeting at 7:58 p.m.

Consideration and Possible Action on the Following:

2. Approval of Requests for Extensions of Licensed Premise:
A. ~~**Point After**, 801 2nd Street, Stevens Point - Applicant pulled the item prior to the meeting.~~
B. **Rookies Sports Pub**, 3425 Church Street, Stevens Point

Ald. Johnson **moved**, Ald. Zarazua seconded, to approve the temporary change to the ordinance for outdoor cafe seating.

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

3. Ordinance Amendment - Section 16.12 (1)(h)1 - Temporarily Waive Sidewalk Cafe Vending Equipment Removal Requirements

Ald. Slowinski **moved**, Ald. Nebel seconded, to approve the ordinance amendment regarding section 16.12 (1)(h)1 for temporary waiving of sidewalk cafe vending equipment removal requirements.

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

4. Resolution - Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 12, City of Stevens Point, Wisconsin

Ald. Fishler **moved**, Ald. Morrow seconded, to approve the resolution pertaining to the proposed boundaries and approving a project plan for Tax Incremental District Number 12.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Fishler, Morrow.
Nays: Dalton. Motion adopted.

5. Adjournment

Adjourned at 8:06 p.m.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION**

Wednesday, July 8, 2020
Stevens Point Police Department
933 Michigan Avenue

1. **Roll Call:** Appearing by telephone: Commissioners Carlson, Kirschling, Moore, Ostrowski, and Wescott; Attorney Dean Dietrich

Also Present: In person: Interim Chief Zenner, Assistant Chief Rottier, Lt. Bob Kussow, Lt. Jeremy Mueller, Brandi – SP Metro Wire

2. **Discussion, with possible action, for authorization to hire two police officers**

Commissioner Wescott moved, seconded by Commissioner Ostrowski, to extend a conditional offer of employment to Kimberly DesRosier upon the successful completion of all hiring protocols and testing. Kimberly's first day of employment would be July 20, 2020.

Ayes, all, nays, none. Motion carried.

Commissioner Wescott moved, seconded by Commissioner Kirschling, to extend a conditional offer of employment to Zachary Gartmann upon the successful completion of all hiring protocols and testing. Zachary's first day of employment would be July 20, 2020.

Ayes, all, nays, none. Motion carried.

3. **Consideration of motion to adjourn into closed session pursuant to Wis. Stats. Section 19.85 (1) (g) for the purpose of conferring with legal counsel who is rendering advice concerning strategy to be adopted by the Commission with respect to litigation it is likely to become involved in, including discussion of responses to records requests.**

Commissioner Wescott moved, seconded by Commissioner Carlson, to adjourn into closed session.

Ayes, all, nays, none. Motion carried.

4. **Adjournment**

The meeting adjourned at 10:23 a.m.

REGULAR MEETING MINUTES
Board of Park Commissioners

August 5, 2020 - 6:30 PM

Meeting will be held via Zoom online meeting

Click to Connect: [Zoom Meeting](#)

Dial in Number: (312)-626-6799 - Meeting ID: 868 2358 8361 - Password: 851930

Discussion and Possible Action on:

1. Roll Call

Present: Freckmann, Glodosky, Hall, Kirsch, McDonald, Okonek, Przybylski, Alder Slowinski, Sorenson, Alder Zarazua

Absent: Alder Shorr

Also Present: Director Dan Kremer, Kate Gullickson, Holly Bronk, Krista Olson, Mitchell Craven, Pam Ross

2. Approval of July 1, 2020 meeting minutes

Motion by Okonek, seconded by Glodosky to approve the July 1, 2020 meeting minutes.

Ayes, all; Nays, none; Motion carried.

3. Award contract number 20-11 for K.B. Willett Arena lower level flooring to Becker Arena Products in the not-to-exceed amount of \$77,005.

Motion by Okonek, seconded by Glodosky to award contract number 20-11 base bid and alternate #1 in the not to exceed the amount of \$77,005, to Becker Arena Products for lower-level flooring at the K.B. Willett Arena.

Ayes, all; Nays, none; Motion carried.

4. Socially Distant special event request at McDill Disc Golf Course on Patch Street for August 22, 2020.

Motion by Glodosky, seconded by Hall to approve the request for the special event, Socially Distant Disc Golf Tournament, to be held McDill Disc Golf Course on August 22, 2020, with the provision that the organizer ropes off the weed harvester equipment on site.

Ayes, all; Nays, none; Motion carried.

5. Run, Walk and Roll special event request at Iverson Park on September 3, 2020.

Motion by Okonek, seconded by Alder Zarazua to approve the request for the special event, Run, Walk, & Roll, to be held at Iverson Park on September 3, 2020.

Ayes, all; Nays, none; Motion carried.

6. 2021 and 5 year Capital Budget for Parks, Recreation and Forestry Department.

Motion by Okonek, seconded by Freckman to accept the proposal of the 2021 and 5 year Capital Budget for Parks, Recreation and Forestry Department.

Ayes, Nine (9); Nays, One (1); Motion carried.

7. Review of 2020 Parks, Recreation and Forestry Financial Impacts from Covid-19

No Action Taken

8. Director's Report

Covid-19

- Update on 50-person maximums, mask mandate and enforcement
- Stevens Point Common Council denied a request for football to be played in Goerke Park for 2020. Request was to allow 200 people comprised of athletes, officials, chain personnel, athletic trainers and scorekeepers. The WIAC has cancelled fall sports but the WIAA is planning for a September return for football
- Crews still split between 6 sites; mask and increased cleaning procedures still in effect

Parks

- Tuckpointing and block repair is happening at Community Stadium in Goerke Park. Expected to last another 3 to 5 weeks
- Portable toilets were placed back in several park locations. They have been signed that they are only cleaned once per week
- Crews are working on installing the new gazebo at Wells Point Landing. This gazebo went down in the July storm last year
- Off leash dog swim area is now open in Mead Park. The cost of the fence was split by the Stevens Point Dog Park committee and the Parks and Recreation budget.
- Iverson Park beach house new roof is currently being installed

Forestry

- Dutch Elm disease notices have been sent out
- Crew has been working on seeding and repairing Pfiffner Park where the irrigation was installed
- Crew has been working out at Zenoff Park performing brush, tree and stump removal
- Continuing to work with TDS to mark locations for pedestals and surface mount boxes for TDS services.

Pool

- Winterized for the year
- New diving boards will be installed with savings from the pool not opening (\$8,000). This was a capital budget item that has now been removed

K.B. Willett Arena

- Registration for lean to skate program to begin in August
- Ice will be installed in early September
- Opening plans are being finalized and will be shared with the Portage County Health Department for review
- Painting is being performed for the lower level locker rooms
- The new Zamboni has not been delivered yet but staff is working with the sales representative to schedule a date as soon as possible.

Riverfront Art Center

- Public viewing hours are Fridays from 11 am to 5 pm and Saturdays from 11 am to 3 pm at this time.
- The information for the next show has been released to the public to sign up. That exhibit begins September 11 and is Black, White and Gray
- Current exhibit is open until August 15 and is titled Visions XXI

9. Adjournment

Motion by Hall seconded by Glodosky to adjourn the meeting at 7:36 pm
Ayes, all; Nays, none; Motion carried.

**City of Stevens Point
Airport Commission**

August 10, 2020 - 12:30 PM

**Meeting will be held via a Zoom Meeting URL to connect:
<https://us02web.zoom.us/j/82026885705> Dial in number: (301) 715-8592 - Meeting
ID: 820 2688 5705**

MINUTES

Discussion and Possible Action on:

1. Approval of July 13, 2020 minutes

Motion made by Anna Haines, seconded by Ray Schmidt to approve the minutes of July 13, 2020 meeting.

Ayes all. Nays none. Motion carried.

2. Approval of Department Claims

Motion made by Carl Rasmussen, seconded by Anna Haines to approve the department claims for the month of July as audited and read.

Ayes all. Nays none. Motion carried.

3. Written Report - Jason Draheim

No discussion.

4. Verbal Report - Jason Draheim

Jason stated we had our PCI (Pavement Condition Inspection) last month. Even though our pavements are due for replacement because of their age, due to our proactive control of weeds and snow removal our pavements are in great condition.

5. Adjournment

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:38PM

**City of Stevens Point
Transportation Commission
August 10, 2020**

Minutes

1. Roll Call

Present: Nichole Lysne, Karalyn Peterson, Ald. Mary Kneebone, Ald.
Thomas Leek, Tom Bertram, Greg Koepel, Fred Hopfensperger

Excused:

Others: Joel Lemke - Director of Public Utilities and Transportation,
Tom Carroll - Operations Supervisor
Talin Scheuermann - AM Supervisor

2. Approval of July 13, 2020 minutes

Fred Hopfensperger moved to approve the minutes of the July 13, 2020 Transportation Commission meeting. Karalyn Peterson seconded. Ayes all; Nays none; Motion carried.

3. Approval of the July 2020 financial/claims report.

Fred Hopfensperger moved to approve the July 2020 financial/claims report. Tom Bertram seconded. Ayes all; Nays none; Motion carried.

4. Approval of the 2021 Mobility Management and Volunteer Driver operating budgets.

Ald. Mary Kneebone moved to approve the 2021 Mobility Management and Volunteer Driver operating budgets. Fred Hopfensperger seconded. Ayes all; Nays none; Motion carried.

5. Approval to move forward with a federal 5310 grant application for the Mobility Management program and the Volunteer Driver program.

Karalyn Peterson moved to approve to move forward with a federal 5310 grant application for the Mobility Management program and the Volunteer Driver program. Ald. Mary Kneebone seconded. Ayes all; Nays none; Motion carried.

6. Approval to reinstate fares beginning September 1, 2020.

Karalyn Peterson moved to approve to reinstate fares beginning September 1, 2020. Fred Hopfensperger seconded. Ayes all; Nays none; Motion carried.

7. Next meeting date.

The next Transportation Commission meeting is scheduled to be held on September 14, 2020 at 4:45 p.m.

8. Adjournment.

The meeting was adjourned at 5:06 p.m.

City of Stevens Point
Board of Water and Sewerage Commissioners
August 10, 2020 - 12:00 PM

Meeting will be held via a Zoom Meeting URL to connect:
<https://us02web.zoom.us/j/82026885705> Dial in number: (301) 715-8592 - Meeting
ID: 820 2688 5705

MINUTES

Discussion and Possible Action on:

1. Approval of July 13, 2020 minutes

Motion made by Ray Schmidt, seconded by Carl Rasmussen to approve the minutes of the July 13, meeting of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

2. Approval of Department Claims

Joel explained that at next months meeting this will become a single payment of claims for the Stevens Point Public Utilities. The Commission would still like to be able to see which department the claims were made for. They also would like to see the cash flows for each department separately.

Motion made by Carl Rasmussen, seconded by Ray Schmidt to approve the department claims for the month of July 2020 as audited and read.

Ayes all. Nays none. Motion carried.

3. Water Supply and Distribution Reports - *Eric Southworth*

Eric stated from last year to this year the pumping history is almost identical.

Eric added that the Well 5 asbestos inspection is complete. No asbestos was found so they will be able to demo the property and abandon Well 5.

4. Report on Well 11.

Eric stated he met with a separate engineer whom took core samples of the two roofs. Both roofs were deemed to be in poor condition. He found there was no vapor barrier between the concrete roof deck and the foam insulation underneath the rubber. The flashing on skylight was also not installed properly.

The next step is to talk with the City Attorney to see where we go from here.

5. Sewage Treatment Operations Report - Chris Lefebvre

Chris stated the WWTP met all permit limits for the month. We were able to produce 10% of own electricity and 33% of our own heat. These numbers are low because the biogas generator was down for a period of time and now can only be run at 50% until the plugged radiator is cleaned out.

In regards to odor control, the vendor recommended a chemical scrubber be installed to remove odors coming off the dryer. They are looking in-house to see what can be done without having to purchase the chemical scrubber. They have reached out to other treatment plants to see what they have done for odor control.

Chris also stated the Total Maximum Daily Load Study, in regards to the phosphorus levels that can go into the river, was completed by the DNR. On the new phosphorus permit, the levels to be allowed into the river went from .1 mg/l to .4-.5 mg/l, which will be much more attainable with our current setup.

6. Collection System Maintenance Report - Craig Czaikowski

Craig stated the utilities for the construction projects for the year have been completed as of late last week. Everything went well. They are working on Wildwood by Fleet Farm, lowering some water mains in order to start installing some storm sewers, they hope to finish this week. They will then be working on some small projects in Bukolt Park and a small storm sewer extension for the City off of Frederick Street.

The crew will be working on cleaning some lift stations for the WWTP. Then they will work on sewer cleaning and televising.

7. Stormwater Operations - Craig Czaikowski

Craig said the crew used the new skid steer with brush mower to do some maintenance of some storm ponds that haven't been done for a long time and the equipment worked really well. They have some catch basin and manhole repairs to do on Rogers Street.

8. Community Area Network Report - Joel Lemke

Joel stated the school project is almost complete. We are looking at taking over the locating of that infrastructure for diggers hotline tickets probably before the end of the year or definitely before the next construction season.

9. Directors Report - Joel Lemke

Nothing discussed.

10. Adjournment

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:33PM

REPORT OF CITY PLAN COMMISSION

August 3, 2020 – 6:00 PM
Zoom Conference Call Meeting

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

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn, City Attorney Beveridge, Alderperson Jennings, Alderperson Johnson, Alderperson Nebel, Alderperson Zarazua, Alderperson Morrow, Bob Woehr, Joe Martino, Shawn Morrow and unidentified audience members via Virtual Zoom Meeting.

INDEX:

1. Roll call.

Discussion and possible action on the following:

2. Report of the July 27, 2020 meeting of the Plan Commission.
 3. Public hearing and action on a request from Dane Zdroik to rezone the property at 2725 Water Street (Parcel ID 281230805101811) from “R-5” Multiple Family II Residential to “M-1” Light Industrial.
 4. Staff Update.
 5. Adjourn.
-

1. Roll call.

Present: Wiza, Kneebone, Arntsen, Cooper, Haines, Hoppe, Rice

Mayor Wiza summarized procedural rules for the meeting.

Discussion and possible action on the following:

2. Report of the July 27, 2020 meeting of the Plan Commission.

Motion by Commissioner Haines to approve the report of the July 27, 2020 Plan Commission meeting; seconded by Commissioner Cooper.

Motion carried 7-0.

3. Public hearing and action on a request from Dane Zdroik to rezone the property at 2725 Water Street (Parcel ID 281230805101811) from “R-5” Multiple Family II Residential to “M-1” Light Industrial.

Director Kernosky summarized the request to rezone 2725 Water Street from “R-5” Multiple Family II Residential to “M-1” Light Industrial, noting that the proposed tap room was outside of the uses allowed in the “R-5” District due to the alcohol component. The “M-1” zoning would allow the use, and the district was intended to act as a buffer between heavy manufacturing and commercial or high-density residential uses. The property itself was already bounded by R-2, M-1 and M-2 zoning districts. Lastly, a summary occurred over how the subject property was originally zoned R-5 in 2011 due to a previous request to build a parking lot.

Due to the industrial land uses adjacent to the property in question, as well as the proposed use, staff did not have concerns with the proposed zoning change and noted that future development of the property

would need to be consistent with the City's Comprehensive Plan. Staff recommended approval of the request.

Mayor Wiza declared the public hearing open.

Mayor Wiza declared the public hearing closed.

Commissioners made the following comments:

1. Inquiry of landscape buffering between the subject property and the single-family residential properties to the south. Director Kernosky stated that buffering will likely occur when the applicant submits a conditional use permit application.

Motion by Commissioner Cooper to rezone the property at 2725 Water Street (Parcel ID 281230805101811) from "R-5" Multiple Family II Residential to "M-1" Light Industrial; seconded by Alderperson Kneebone with the following conditions:

1. The applicant shall combine the subject property (2725 Water Street) with 2617 Water Street (Parcel ID: 281230805101812) by producing a certified survey map that is approved by Community Development staff.
2. The applicant shall submit and receive any approvals for any future additions to the property consistent with the City's Zoning Code.

Motion carried 7-0.

4. Staff Update

Director Kernosky provided the following updates:

1. Commended the tenacity of commissioners participating in several Plan Commission meetings over the last few weeks.
2. Discussion on a development agreement for the redevelopment of the Fox Theatre will occur at the August Finance Committee meeting.
3. Timeline on the Berkshire Housing redevelopment project.
4. Maria Mohr, Administrative Assistant within the Community Development Department, recently gave birth to a healthy baby girl.

5. Adjourn.

Meeting adjourned at 6:11 PM.

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

PERSONNEL COMMITTEE

August 10, 2020 - 6:00 PM

Zoom Conference Call Meeting

Click to Connect: <https://us02web.zoom.us/j/87609178646> | Dial in Number +1 312 626 6799 | Meeting ID 876 0917 8646 | Password 110891|

MINUTES

Discussion and Possible Action on:

1. Roll Call

PRESENT: Ald. Shorr, Dalton, Leek, Zarazua, Nebel

OTHERS: Mayor Wiza; Alderpersons Jennings, Fishler, Johnson, Kneebone, Morrow, Slowinski; Attorney Beveridge; C/T Ladick; Clerk Krautkramer; Directors Kremer, Beduhn, Lemke, Kernosky; Community Media; Bob Woehr; Derek Ertl; Nancy & Joe Roppa; Jodi Napiwocki; HR Manager Jakusz

2. Out of state travel requests for 2021 per Administrative Policy 3.05.

Motion by Alder Nebel; second by Alder Dalton to approve the known 2021 out of state travel requests with the conditions applied.

Ayes all; nays none. Motion carried.

3. Adjournment

Meeting adjourned at 6:09 p.m.

FINANCE COMMITTEE
August 10, 2020 AT 8:07 P.M.
Meeting Via Zoom Conference Call

PRESENT: Ald. Slowinski, Morrow, Shorr, Johnson, and Dalton

ALSO

PRESENT: C/T Ladick; Mayor Wiza; City Attorney Beveridge; Directors Lemke, Kernosky, Beduhn, Kremer; Fire Chief Finn; Interim Police Chief Zenner; Ald. Kneebone, Nebel, Jennings, Zarazua, Fischler, and Leek; Bob Woehr; Johnny Hastings, Derek Ertel, and Troy Hojnacki.

ITEM #1 – CALL TO ORDER.

Ald. Johnson called the meeting to order at 8:07 p.m.

Roll Call: Ald. Slowinski, Morrow, Shorr, Johnson, and Dalton.

ITEM #2 – PRESENTATION OF 2019 AUDIT REPORT BY BAKER TILLY.

Carla Gogin and Jodi Dobson from Baker Tilly gave a presentation on the City's 2019 financial results.

ITEM #3 – DISCUSSION ON CAPITAL BUDGET PLANNING AND FUNDING FOR ROADS.

Discussion only item.

ITEM #4 – DISCUSSION ON THE 2021 CITY BUDGET, AND PLANNING FOR FUTURE BUDGETS.

Discussion only item.

ITEM #5 – CONTRACT FOR COMMUNITY DEVELOPMENT SOFTWARE PROGRAM.

Motion made by Ald. Shorr, seconded by Ald. Morrow, to approve the new software program.

Ayes: All Nays: None Motion carried.

ITEM #6 – COMMUNITY DEVELOPMENT FEE SCHEDULE AMENDMENT.

Motion made by Ald. Dalton, seconded by Ald. Morrow, to approve the fee schedule amendment.

Ayes: All Nays: None Motion carried.

ITEM #7 – REPLACEMENT OF COOLING SYSTEM AT 1466 WATER ST.

Motion made by Ald. Shorr, seconded by Ald. Dalton, to proceed with the bidding process.

Ayes: All Nays: None Motion carried.

ITEM #8 – DEVELOPMENT AGREEMENT FOR REDEVELOPMENT OF THE FOX THEATRE.

Motion made by Ald. Morrow, seconded by Ald. Shorr, to approve the agreement with Wildcard for redevelopment of the Fox Theatre.

Ayes: Dalton, Johnson, Morrow, Shorr

Nays: Slowinski

Motion carried.

ITEM #9 – UPDATED DEPOSITORY RESOLUTION.

Motion made by Ald. Dalton, seconded by Ald. Morrow, to approve the updated depository resolution.

Ayes: All

Nays: None

Motion carried.

ITEM #10 – DISCUSSION ON THE BUDGET PROCESS.

Discussion only item.

ITEM #11 – APPROVAL OF CLAIMS PAID.

Motion made by Ald. Shorr, seconded by Ald. Morrow, to approve the claims paid in the amount of \$1,945,288.65.

Ayes: All

Nays: None

Motion carried.

ITEM #12 - ADJOURN INTO CLOSED SESSION PURSUANT TO WISCONSIN STATUTES 19.85(1)(E) (DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION) ON THE FOLLOWING: A. NEGOTIATING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR 1017 THIRD STREET. (NORTHSIDE YARD-FORMER LULLABYE SITE).

Motion made by Ald. Slowinski, seconded by Ald. Shorr, to adjourn into closed session at 10:01 P.M.

Roll Call: Ayes: Ald. Slowinski, Morrow, Shorr, and Johnson

Nays: Dalton

Motion carried.

Adjournment in closed session at 10:08 p.m.

**RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND
AUTHORIZING WITHDRAWAL OF CITY MONEYS**

RESOLVED, that

BMO Harris Bank
J P Morgan Chase Bank, NA - Chase
Associated Banc, N.A.
Community First Bank
State of Wisconsin Local Government Investment Pool
Huntington Bank
The Pinerias Bank
Prevail Bank
WoodTrust Bank NA
US Bank - US Bancorp
Robert W. Baird and Co.
Peoples State Bank
Old National Bank
Investors Community Bank
CCF Bank
The Portage County Bank
First State Bank
Central City Credit Union
Central Wisconsin Credit Union
Valley Communities Credit Union
CoVantage Credit Union
American Deposit Management Co.
Charles Schwab and Co.
River Valley Bank
Simplicity Credit Union
Connexus Credit Union

(the "Bank") qualified as a public depository under Ch. 34, Wi. Stats, is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that the following described account(s) be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the person(s) and the number thereof designated by title opposite the following designation of account(s) as hereby authorized, for and on behalf of this Municipality, to sign order checks as provided in s. 66.0607 WI. Stats., for payment or withdrawal of money from said account(s) and to issue instructions regarding the same, and to endorse for deposit, negotiations, collection or discount by Bank any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation or signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written request of the Bank for the transfer of funds or money between accounts maintained by this Municipality at the Bank.

All accounts except for accounts held by the Department of Public Utilities and Transportation:

Name or Type of Account	Number of Signatures Required	Type or Print Titles of Authorized Persons
1. All Checking Accounts (see above list)	2	City Clerk, Treasurer, and Finance Office Manager
2. All Certificates of Deposit (see above list)	1	Treasurer and Finance Office Manager
3. All Savings and Money Market Accounts & Other Authorized Investments	1	Treasurer and Finance Office Manager

Accounts held by the Department of Public Utilities and Transportation (Water, Wastewater, Stormwater, Transit, and Airport):

Name or Type of Account	Number of Signatures Required	Type or Print Titles of Authorized Persons
1. All Checking Accounts (see above list)	2	City Clerk and Treasurer
2. All Certificates of Deposit (see above list)	1	Director of Public Utilities and Administrative Services Manager of Utilities and Transportation Dept.
3. All Savings and Money Market Accounts & Other Authorized Investments	1	Director of Public Utilities and Administrative Services Manager of Utilities and Transportation Dept.

FURTHER RESOLVED, that the Bank be and is hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all order checks for the payment, withdrawal or transfer of funds or money deposited in these accounts or the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s) and the number thereof, designated by title opposite the designation of the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Bank, and the Bank shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

FURTHER RESOLVED, that any one of the persons holding the offices of this Municipality designated above is hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Bank for the account of or for delivery to this Municipality, and to give receipt therefore, and the Bank

is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale or otherwise authorize the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Bank for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Bank is hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) pursuant to s. 34.07, WI. Stats., to accept such security and to execute such documents as said officer deems proper and necessary to secure the funds of this Municipality and to issue instructions regarding the same.

FURTHER RESOLVED, that this Municipality assumes full responsibility for any and all payments made or any other actions taken by the Bank in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this Municipality designated above regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signatures provided to the Bank, for refusing to honor any signatures not provided to the Bank, for honoring any requests for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for the accounts notwithstanding any inconsistent requirements of this Municipality not expressed in the foregoing resolutions, and that this Municipality agrees to indemnify and hold harmless the Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action.

FURTHER RESOLVED, that the undersigned officer of this Municipality be and hereby is authorized and directed to certify to the Bank the foregoing resolutions, that the provisions thereof are in conformity with law, the names, incumbencies and specimen or facsimile signature(s) on signature cards of the officer or officers named therein, and that the foregoing resolutions and signature cards and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Cashier of Bank to the contrary in writing; and the Bank may conclusively presume that such resolutions and signature cards are in effect and that the persons identified therein from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

APPROVED: _____

Mike Wiza, Mayor

ATTEST: _____

Karlyn Krautkramer, City Clerk

Dated: 8/5/2020
Adopted: 8/17/2020
Published: TBD

**CITY OF STEVENS POINT
PUBLIC PROTECTION COMMITTEE MINUTES
August 10, 2020 - 6:10 PM**

Zoom Conference Call Meeting

**URL: <https://us02web.zoom.us/j/87609178646> | Password: 110891 |
Dial in Number: +1 312 626 6799 | Meeting ID: 876 0917 8646**

Discussion and Possible Action on:

1. Roll Call

PRESENT Ald. Jennings, Nebel, Kneebone, Leek, Fishler

OTHERS Mayor Wiza; Clerk Krautkramer; Attorney Beveridge; C/T Ladick; Alderpersons:
PRESENT Shorr, Zarazua, Johnson, Slowinski, Dalton, Morrow; Chief Finn; Interim Chief
Zenner; Directors: Beduhn, Kernosky, Kremer, Lemke.

2. License List

**A. Temporary Class "B" / "Class B" License (Picnic) - Pacelli Catholic Schools,
1301 Maria Drive, Stevens Point - Panacea, September 11 - 13, 2020**

Ald. Nebel **moved**, Ald. Leek seconded, to approve the temporary Class "B" for Pacelli
Catholic School's Picnic License.

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

**B. ~~Extension of License Premise: Point After, 801 2nd Street, Stevens Point -~~
*Applicant pulled the item prior to the meeting.***

**C. Extension of License Premise: Rookies Sports Pub, 3425 Church Street,
Stevens Point**

Ald. Fishler **moved**, Ald. Kneebone seconded, to approve the extension of licensed
premise.

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

3. Overnight Street Parking

Ald. Jennings suspended the discussion until after the Special Common Council meeting.

4. Ordinance Amendment - Section 16.12 (1)(h)1 - Temporarily Waive Sidewalk Cafe Vending Equipment Removal Requirements

Ald. Nebel **moved**, Ald. Fishler seconded, to approve the ordinance amendment with the addition of requiring the temporary waived sidewalk cafe vending equipment to be cabled by 10:00 p.m.

Bob Woehr, 727 Second Street, said the current ordinance regarding sidewalk cafes require that they stop operation at 11:00 p.m. He encouraged Council members to do their homework before they start making decisions.

Ald. Jennings **recessed** the Public Policy and General Government meeting at 6:50 p.m.

Ald. Jennings **called** the Public Policy and General Government meeting back to order at 6:52 p.m.

Ald. Nebel **moved**, Ald. Fishler seconded, to amend the motion to change the time to 11:00 p.m. rather than 10:00 p.m.

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

5. Ordinance Amendment - Section 2.28 Public Protection Committee Renamed Public Policy and General Government

Ald. Cindy Nebel **moved**, Ald. Keely Fishler seconded, to approve the change of the name from Public Protection to the new name of Public Policy and General Government.

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

6. 3. Overnight Street Parking Continued.

Lisa Peters, 3308 Dixon Street, explained the parking issues they have been having. She said they were previously able to park on a gravel road near the apartment complex and now they cannot and it is raising concerns with parking.

Nancy Roppe, 925 Smith Street, said she is opposed to the overnight parking changes. She said if this goes through the burden goes from the rental property owners to the police and streets departments, and the tax payers.

Joe Roppe, 925 Smith Street, explained the initial request for the proposal of over night parking. He provided photos of what will happen if overnight parking is allowed.

Denise, 3308 Dixon Street, showed the Committee where the vehicles park on the property and where the City is currently allowing the landlord to put in additional parking.

Ald. Zarazua read a letter from Trevor Roark, 601 Washington Avenue, who wrote against the overnight parking and said it needs to be priced correctly.

Bob Woehr, 727 Second Street, said this needs to be addressed by staff and then can be amended by Council if they see fit.

Ald. Jennings said she received 13 letters in opposition of this.

Ald. Kneebone **moved**, to rescind overnight parking restrictions until October 1st. Due to the lack of a second the motion failed.

The committee took no action and sent it back to staff to come up with an appeal process for overnight parking for people who need it.

7. Adjournment

Adjourned at 7:58 p.m.

**COMPTROLLER-TREASURER REPORT
for the period ending June 30, 2020**

	Bal June 1, 2020	Receipts	Disbursements	Bal June 30, 2020
GENERAL OPERATING CASH	\$1,342,385.27	\$2,905,509.60	\$2,395,574.89	\$1,852,319.98
WATER & SEWER (CASH & INVEST) (includes airport, transit , stormwater)	\$10,706,182.15	\$2,364,143.17	\$1,778,821.42	\$11,291,503.90

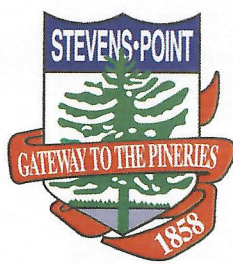
INVESTMENTS	Bal June 1, 2020	TRANSFER IN	TRANSFER OUT	Bal June 30, 2020
GENERAL	\$32,027,487.36	\$0.00	\$2,100,000.00	\$29,927,487.36
SPECIAL REVENUE	\$756,824.62	\$0.00	\$0.00	\$756,824.62
DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL PROJECTS	\$3,380,827.80	\$0.00	\$0.00	\$3,380,827.80
ENTERPRISE	\$0.00	\$0.00	\$0.00	\$0.00
TRUST	\$3,235,944.80	<u>\$0.00</u>	<u>\$0.00</u>	\$3,235,944.80
TOTALS	<u>\$39,401,084.58</u>	<u>\$0.00</u>	<u>\$2,100,000.00</u>	<u>\$37,301,084.58</u>

EXPENDITURES:	BUDGET	YTD	%	REVENUES	BUDGET	YTD	%
GENERAL GOVT	\$3,858,347.00	\$2,210,211.73	57.28%	GENERAL	\$24,994,619.00	\$14,701,477.59	58.82%
POLICE	\$5,700,710.00	\$2,842,936.63	49.87%				
FIRE	\$5,507,623.00	\$2,652,843.59	48.17%				
PUBLIC WORKS	\$6,285,626.00	\$2,431,916.57	38.69%				
PARK & REC	\$2,017,013.00	\$848,178.33	42.05%				
CAPITAL PROJECTS	\$6,131,094.00	\$1,468,960.20	23.96%				
DEBT SERVICE	\$6,645,557.00	\$5,041,334.21	75.86%				
YTD TARGET	50.00%						

Supplemental Pollworkers for 2020-2021

Presented for approval by Common Council - August 17, 2020

	Last Name	First Name	Address	City
1	Redman	Aaron	2324 Ellis Street	Stevens Point
2	Todd	Darlene	1533 Michigan Avenue	Stevens Point
3	Franson	Chad	201 Isadore Street	Stevens Point
4	Stoltz	Dan	3017 McCulloch Street	Stevens Point
5	Hilgers	Jessica	1150 Glacier Ridge Rd	Stevens Point
6	Rowan	Peggy	493 West River Dr W	Stevens Point
7	Skaleski	Pamela	640 4th Avenue	Stevens Point



August 13, 2020

MEMORANDUM

TO: Stevens Point Common Council

FROM: Mayor Wiza

RE: Requiring materials for consideration at least 24 hours before meeting

We have had several instances recently where materials or emails from the public have arrived less than an hour before a meeting and sometimes even less. This creates a situation where staff may not even see it before the meeting, let alone have time to forward to members or that the members would have an opportunity to review it.

Portage County Board has a policy that requires any materials or written statements submitted to a body arrive no less than 24 hours prior to the meeting. This allows staff to forward those documents to the body and allows a reasonable amount of time for the members of the body to review and verify information in the material.

We have all meetings online at this point and people who want to testify at a meeting can do so more easily than ever before and from anywhere they have cell or internet service. There should be very few reasons why someone can not appear remotely or at least provide their comments/materials at least a day in advance of a meeting.

I am asking for the Council endorsement of a City policy that would require all written/email/documentation to be provided to the City Clerk no less than 24 hours prior to the meeting of any given body.

A handwritten signature in black ink, appearing to read "Mike Wiza".

Mike Wiza

Mayor of the City of Stevens Point



Memo

TO: Park Commission

FROM: Dan Kremer, Director of Parks, Recreation and Forestry

DATE: July 27, 2020

RE: Award of Project #20-11 K.B. Willett Rubber Floor Replacement on Lower Level

The Parks, Recreation and Forestry Department (PRF) opened bids for the K.B. Willett Arena Rubber Flooring Replacement for the lower level on July 14, 2020 and received two bids. The bid tab is included in your packet. Four different types of flooring options were offered in the bid packet and three alternates were included.

Alternate 1 was to install new rubber flooring on the east side of the lower level and the walkway in front of the bleachers. These areas need replacement but were listed as alternates in case the base bid was at-or-above budget.

Alternate 2 and 3 were deduction prices if the City were to remove and dispose of the existing rubber flooring with City crews. Our staff attempted to remove a portion of the flooring and it proved too difficult to consider awarding Alternate #2 and #3.

The low bid for the project was Becker Arena Products for RF-1 style flooring in the amount of \$57,956 for the base bid and \$19,040 for Alternate 1. Total bid price for Base Bid and Alternate 1 is \$77,0005.

The project budget is \$75,000; \$1,100 was paid to B32 for new flooring design and specifications resulting in a remaining project budget of \$73,900

Recommendation:

1. Award the project Base Bid and Alternate #1 to Becker Arena Products for RF-1 style flooring in the not-to-exceed amount of \$77,005.
2. Allocate \$3,105 of the project expense to the K.B. Willett Arena operational budget account # 249.55.50450.5000 (miscellaneous expense)

2020 Willet Rubber Flooring Replacement Project #20-11 (Quest #7149100)

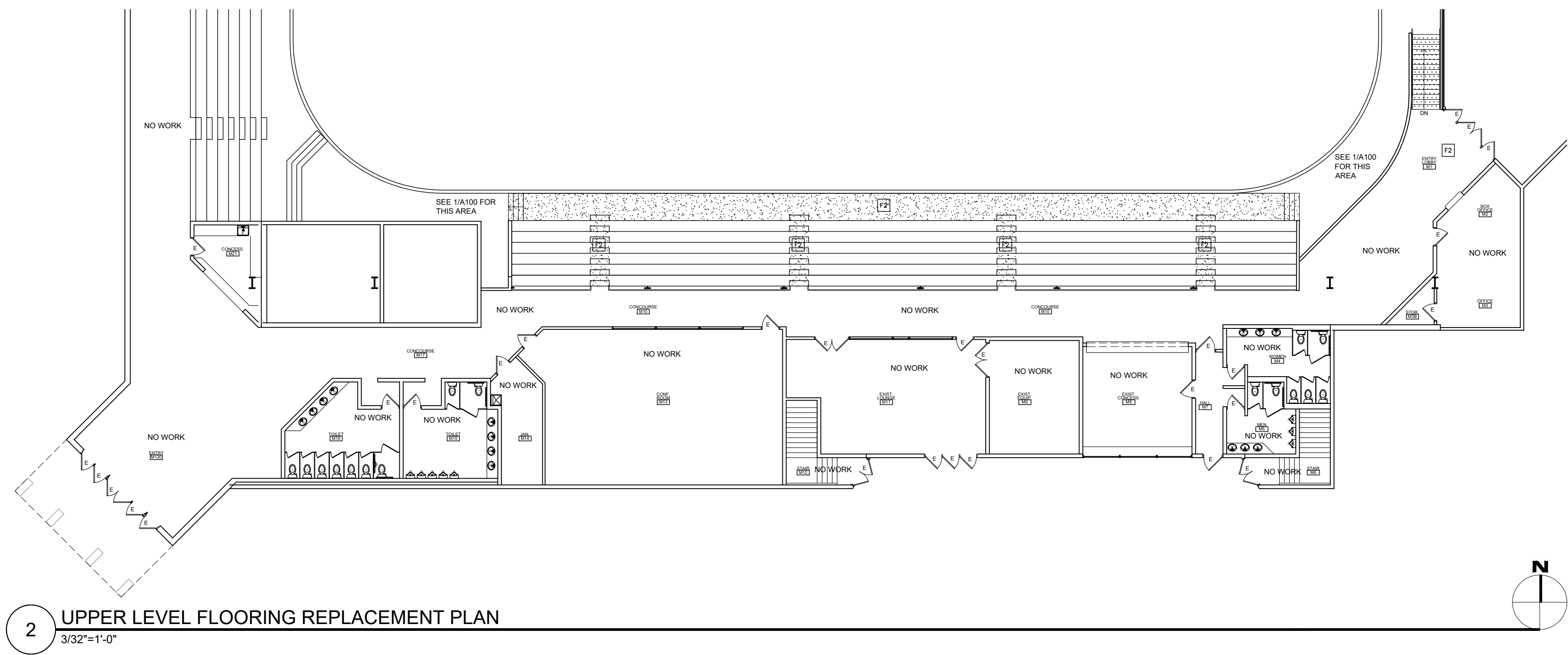
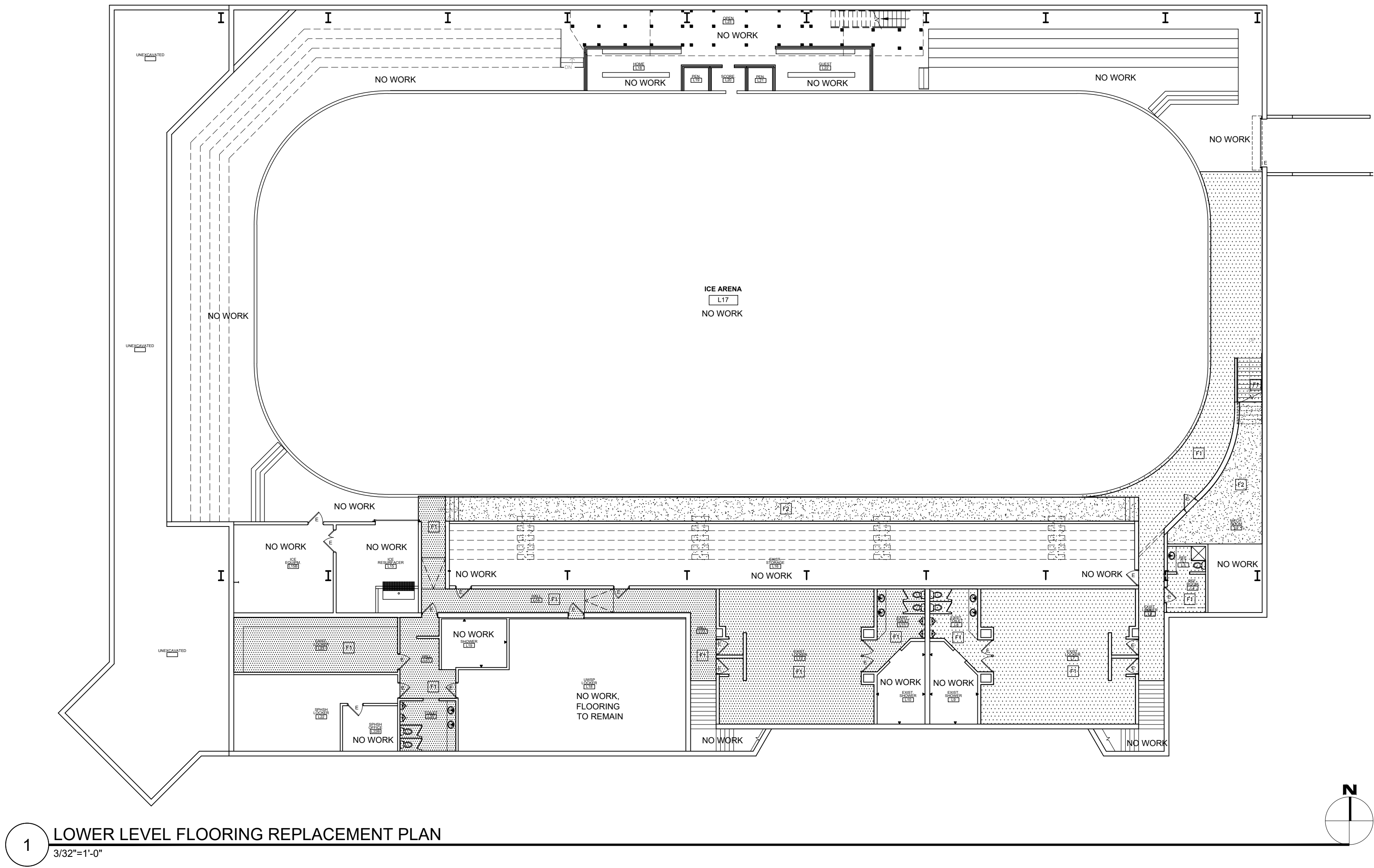
Owner: City of Stevens Point

Bid Results 07/14/2020 10:00 AM CDT

Base and Alternate Included Bids:			Becker Arena Products				All-American Ice, LLC			
Line Item	Category	Demolition	RF-1	RF-2	RF-3	RF-4	RF-1	RF-2	RF-3	RF-4
1	Base Bid	Included	\$ 57,965.00	\$ 92,460.00	\$ -	\$ 126,035.00	\$ -	\$ -	\$ 96,898.00	\$ 92,575.00
2	Alternate Bid #1	Included	\$ 19,040.00	\$ 28,665.00	\$ -	\$ 36,795.00	\$ -	\$ -	\$ 21,153.00	\$ 20,596.00
Total Base with Alternate:			\$ 77,005.00	\$ 121,125.00	\$ -	\$ 162,830.00	\$ -	\$ -	\$ 118,051.00	\$ 113,171.00
Alternate Deduction Bids:										
3	Alternate Bid #2A	Deduction	City to perform demolition on Base Bid			\$ 9,255.00	City to perform demolition on Base Bid			\$ 8,275.00
4	Alternate Bid #2B	Deduction	City to perform demolition on Alternate #1			\$ 2,445.00	City to perform demolition on Alternate #1			\$ 2,250.00
						\$ 11,700.00				\$ 10,525.00
Total Base with Alternate #2A:			\$ 48,710.00	\$ 83,205.00	\$ -	\$ 116,780.00	Total Base with Alternate #2A:			\$ 88,623.00 \$ 84,300.00
Total Base with Alternate #2B:			\$ 65,305.00	\$ 109,425.00	\$ -	\$ 151,130.00	Total Base with Alternate #2B:			\$ 107,526.00 \$ 102,646.00

K.B. WILLETT ICE ARENA

RESILIENT RUBBER FLOORING REPLACEMENT



CODE DATA

SUMMARY OF WORK
PROJECT CONSISTS OF THE REPLACEMENT OF THE EXISTING RUBBER FLOORING IN AREAS OF EXCESSIVE OR UNSAFE WEAR.

APPLICABLE CODES
INTERNATIONAL CODE COUNCIL 2015 SUITE OF MODEL CODES WITH TECHNICAL AMENDMENTS CONTAINED WITHIN CHAPTERS SPS 361-366 OF THE WISCONSIN ADMINISTRATIVE CODE
2015 INTERNATIONAL BUILDING CODE (IBC)
2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2015 INTERNATIONAL MECHANICAL CODE (IMC)
2015 INTERNATIONAL FIRE (IFC)

APPLICATION OF CODE
PER SECTION 503.1 OF THE IEBC , THE WORK WILL BE CLASSIFIED AS 'ALTERATION - LEVEL 1' AND WILL FOLLOW 2015 IEBC CHAPTER 7.

PER SECTION 702.2 FOR NEW INTERIOR FLOOR FINISH DIRECTS THAT IBC SECTION 804 SHALL BE APPLICABLE.

PER 804.1, INTERIOR FLOOR FINISH SHALL COMPLY WITH SECTIONS 804.2 THROUGH 804.4.2 HOWEVER EXCEPTION 1 IS PROVIDED FOR FLOOR FINISHES OF TRADITIONAL TYPE, SUCH AS TERRAZZO AND RESILIENT RUBBER FLOORING TO BE EXCEPTIONS TO THE REQUIRED SECTIONS AS THEY ARE FLOOR COVERING MATERIALS THAT ARE NOT COMPRISED OF FIBERS.

USE AND OCCUPANCY CLASSIFICATION (IBC - CHAPTER 3)
CLASSIFICATION: A4 (ICE ARENAS)
ACCESSORY USES: PRESS BOX, OFFICES, TEAM ROOMS, MEETING ROOM, TRAINING ROOMS, ETC
EXISTING ARENA IS FULLY SPRINKLED

EXISTING BUILDING CLASSIFICATION, USES, OCCUPANCY LOADS, EGRESS PATHS AND TOILET FIXTURE COUNTS WILL NOT BE IMPACTED BY THE WORK. WORK IS ONLY TO REPAIR EXITING RUBBER FLOORING CONDITIONS.

FLOOR PLAN SYMBOLS

EXISTING WALLS
EXISTING DOOR ASSEMBLY

FLOORING NOTES AND LEGEND

F1 GC TO FIELD VERIFY EXTENT OF AREA AFFECTED, REMOVE EXISTING RUBBER FLOORING, PREP SUBSTRATE AS REQUIRED PER MANUFACTURERS RECOMMENDATIONS OF NEW FLOORING, APPLY NEW RUBBER FLOORING AS REQUIRED

F2 AREA OF ALTERNATE RUBBER FLOORING REPLACEMENT

BASE BID:
RUBBER FLOORING RF-x: SEE SPECIFICATIONS SECTION FOR TYPES

ALTERNATE #1:
RUBBER FLOORING RF-x: SEE SPECIFICATIONS SECTION FOR TYPES

I hereby certify this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Wisconsin

Pamela Anderson
Date: 06.26.2020 Reg. No: A7057-5

06/26/20

ISSUE DATE:
REVISIONS:

WILLETT ARENA: RUBBER FLOOR REPLACEMENT

K.B. WILLET ARENA
1000 MINNESOTA AVE
STEVENS POINT WI 55481

AREA OF WORK FLOOR PLANS
200004.00

A100



MEMORANDUM

To: Mayor Mike Wiza
Members of the Common Council

From: Ryan Kernosky, Director of Community Development

Date: August 17, 2020

RE: **2020 Agreement for Harvesting Purposes – PID 020240836-01.02**

Background: For the last few years, the City has authorized Scott Raschka to harvest 8 acres of land the City owns off of Highway 10. The last few years, Mr. Raschka has paid the City \$30.00/acre, for 2020 Mr. Raschka will be paying the City \$50.00/acre.

Enclosed is an Agreement for Harvesting Purposes between the City and Mr. Raschka.

Staff Recommendation: Approval as presented.

AGREEMENT FOR HARVESTING PURPOSES

THIS AGREEMENT, hereinafter the “Agreement”, made and entered into this ____ day of _____, 2020, by and between City of Stevens Point, a Wisconsin municipal corporation located at 1515 Strongs Avenue, Stevens Point, Wisconsin 54481 (“City”), and Scott Raschka (“Raschka”), located at 719 County Road J, Stevens Point, Wisconsin 54482.

WITNESSETH:

WHEREAS, Raschka seeks to harvest hay on certain real estate that is owned by the City;

WHEREAS, City is willing to allow Raschka harvest the hay;

NOW THEREFORE, in consideration of the representations and mutual promises herein contained, City and Raschka agree as follows:

SECTION I - DEFINITIONS

- A. “Premises” means the approximately 8 acres containing portions of parcel 020240836-01.02 identified generally in the attached Exhibit A.

SECTION II – RASCHKA’S USE OF PREMISES

- A. Raschka shall have the right to harvest hay upon the Premises during the period from September 1, 2020 until December 31, 2020.
- B. Raschka shall not materially alter the topography of the Premises, nor install any permanent structures upon the Premises.
- C. Raschka shall utilize United States Department of Agriculture Good Agricultural Practices in exercising its rights pursuant to this Agreement.

SECTION III – CONSIDERATION

In consideration of the rights conveyed to Raschka under this Agreement, Raschka agrees to pay the City Fifty Dollars (\$50.00) per acre.

SECTION IV – TERMINATION

Raschka agrees and understands that its rights under this Agreement shall terminate immediately in the event the City transfers ownership of the Premises to a third party.

SECTION V - INDEMNIFICATION

Raschka shall indemnify and hold harmless the City and its respective directors, officers, agents or employees from and against all claims, suits, actions, damages, or causes of action arising during the terms of the Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of Raschka's use of the Premises for which the Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof (collectively, the "Liabilities"), provided, that the foregoing indemnity by Raschka shall not cover or be applicable to any Liabilities directly and solely caused by any act or omission by the City. User further indemnifies and holds the City harmless from and against any and all claims, losses or expenses that may arise in connection with damage to or failure of any crops grown or attempted to be grown upon the Premises by Raschka, its agent, or its assigns. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the City as are provided for by law. This provision shall survive the termination of this Agreement.

SECTION VI – ENTIRE AGREEMENT

The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto in writing signed by both parties.

SECTION VII - NOTICE AND COMMUNICATIONS

All notices, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered mail as follows:

1. If the City, to:

Stevens Point City Clerk
1515 Strong's Avenue
Stevens Point, WI 54481

2. If Raschka, to:

Scott Raschka
719 County Road J
Stevens Point, WI 54482

Section XIII - SUCCESSORS AND ASSIGNS

City and Raschka each bind themselves, their partners, successors, heirs, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, heirs, assigns and legal representatives of such other party in respect to all covenants of this Agreement. Raschka shall not assign, sublet, lease or transfer his/her interest in this Agreement without the written consent of the City. In no event shall any contractual relationship be created between any third party and the City.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 2020.

FOR SCOTT RASCHKA:

By: _____

Scott Raschka

Date: _____

FOR CITY OF STEVENS POINT:

By: _____

Mike Wiza, Mayor

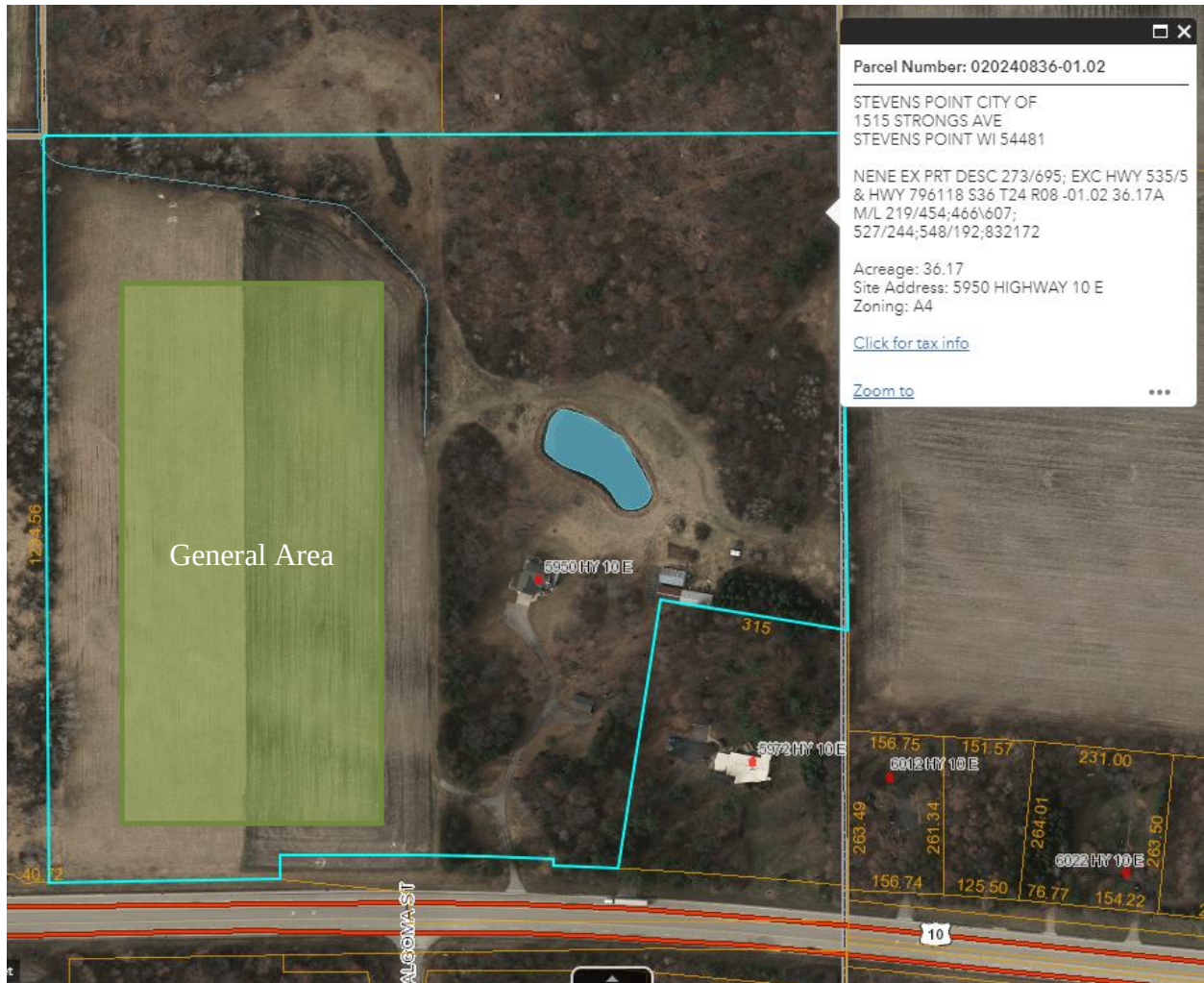
Date: _____

Attest: _____

_____, City Clerk

Date: _____

EXHIBIT A



**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 Section 2.28 of the Revised Municipal Code is hereby **amended** to read as follows:

2.28 STANDING COMMITTEES. Following are the standing committees of the common council: Board of Public Works, Finance Committee, Public Policy and General Government Committee, and Personnel Committee. The appointments to such committees shall be made by the mayor at the organization meeting in April for a term of one year, subject to confirmation by the common council, except where otherwise expressly provided by law. The Chairs and Vice-Chairs of the Standing Committees shall be elected by the members at the respective Committee at the first Committee meeting after the mayor's appointments are confirmed by the Council, and such elections shall be effective upon confirmation by the Common Council.

SECTION II: That the following subsections of Chapter 12 of the Revised Municipal Code are hereby **amended** to read as follows:

12.01(3)(b) The application shall be forwarded to the city's Public Policy and General Government Committee which shall hold a public hearing prior to the recommendation to the common council of granting any electronic amusement parlor license.

12.08(2)(a) It shall be the duty of the public protection committee in conjunction with the building inspector to inspect any dance hall before any license shall be granted for holding dances therein. Before passing favorably upon such application, the Public Policy and General Government Committee must find that the said building has clean and sanitary toilets; that it has adequate fire escapes; that halls, fire escapes, vestibules, entrances, and toilets are properly lighted and ventilated. In addition, any dance hall in excess of 1,000 square feet of actual dancing area or space must be found to be in substantial conformity with the state building code in construction, and that there are adequate parking facilities.

12.17(4)(e) Prior to approving a license, the Public Policy and General Government Committee shall review the building's floor plans to determine if the premises meets the requirements of this ordinance.

12.17(10) Inspection of Application and Premises. The clerk shall notify the health officer, chief of police, and fire inspector of all license and permit applications and these officials shall inspect or cause to be inspected each application and premises to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances, and laws applicable thereto and the

applicants fitness for the trust to be imposed. These officials shall furnish to the Public Policy and General Government Committee in writing the information derived from such investigation. No license shall be issued for any premises which do not conform to the sanitary, safety, and health requirements of the State Board of Health and to all such ordinances and regulations adopted by the city and the county, where applicable.

- 12.18(8)(a) Any permit issued in accordance with this section is subject to summary revocation by the Portage County Environmental Health Supervisor or any of the Health Supervisor's authorized agents at any time that the holder thereof is guilty of a violation of any of the provisions of this code or state laws governing the sale or handling of food. Any person to whom such an order is issued shall immediately comply therewith, but upon written petition to the City Clerk shall be afforded a hearing before the Public Policy and General Government Committee within 15 working days of such petition.
- 12.18(8)(b) Whenever the Portage County Environmental Health Supervisor finds unsanitary or other conditions related to the operation of a food peddler which are in violation of this section, rules and regulations adopted by the Portage County Environmental Health Supervisor, state statutes or rules promulgated by an agency of the state, and the violations, in the Portage County Environmental Health Supervisor's opinion, constitute a substantial hazard to the public health, safety and welfare, the Portage County Environmental Health Supervisor without warning, notice or hearing, issue a written order to the permit holder, operator or employee in charge of the food peddler operation citing such condition, specifying the corrective action to be taken, and specifying the time period within which such action shall be taken. If the Portage County Environmental Health Supervisor deems it necessary, the order shall state that the permit is immediately suspended and all food service operations are to be immediately discontinued. Any person to whom such an order is issued shall immediately comply therewith, but upon written petition to the Portage County Environmental Health Supervisor, shall be afforded a hearing before the Public Policy and General Government Committee within 15 working days of such petition. Failure to allow an inspector immediate access to determine whether such grounds exist shall be grounds for suspension.
- 12.18(8)(c) For serious or repeated violations of any of the requirements of this section, or for interference with the Portage County Environmental Health Supervisor in the performance of his or her duties, a permit may be revoked after an opportunity for a hearing has been provided by the Public Policy and General Government Committee. Prior to such action, the Portage County Environmental Health Supervisor shall notify the permit holder in writing, stating the reasons for which the permit is subject to revocation, and advising that the

permit shall be revoked at the end of 5 working days following service of such notice, unless the permit holder files with the Portage County Environmental Health Supervisor a request for a hearing within such 5-day period.

- 12.18(8)(d) The hearings provided for in this section shall be conducted by the Public Policy and General Government Committee at a time and place designated by the City Clerk. Based upon the record of such hearing, the City Clerk shall be charged with enforcing the decision of the Committee. The City Clerk shall furnish the permit holder with a written report of the hearing decision.
- 12.18(8)(e) No person, association or corporation may operate after a permit suspension or revocation unless the suspension is released in writing or the revocation is not upheld by the Public Policy and General Government Committee or court.
- 12.23(1)(a) license shall be granted to any person under the age of 21 years, nor to any person who has been convicted by a court of competent jurisdiction of any offense involving moral turpitude or for driving a motor vehicle as a conveyance of persons or baggage for hire while under the influence of intoxicating liquor while said conviction remains of record and is not reversed; provided, however, that the Public Policy and General Government Committee of the common council may grant a permit to such convicted person after five years following the completion of any sentence or the payment of any fine imposed as a result of said conviction, or after the granting of any complete pardon and restoration of civil rights, if, after an investigation, it shall be established that said convicted person has, since said conviction, led an exemplary life, except that any person convicted of a violation of chapter 944 of the Wisconsin statutes, or murder as defined in chapter 940 of the Wisconsin statutes, in which case no license shall be issued.
- 12.23(2) License Revocation. Any taxicab driver license issued herein may be revoked by the Public Policy and General Government Committee for any one or more of the following causes: When said operator has been convicted by a court of competent jurisdiction of an offense involving moral turpitude, or reckless driving, or for driving while under the influence of intoxicating liquor as defined in the Revised Municipal Code, when such sentence remains of record and unreversed.

SECTION III: That the subsection 14.14(b)(i) of the Revised Municipal Code is hereby **amended** to read as follows:

- 14.14(b)(i) Criteria for a Special Permit. The Public Policy and General Government Committee may issue a special permit for the keeping or maintenance of a farm or dangerous or wild animal if it finds:

SECTION IV:

That the following subsections of Chapter 21 of the Revised Municipal Code are hereby **amended** to read as follows:

- 21.13(3) The Building Inspector, after the expiration of time granted the person given such notice to seek reconsideration or a hearing in the manner hereinafter provided by this ordinance or after a final decision adverse to such person served has been rendered by the Administrative Appeals Board or by a court of competent jurisdiction to which an appeal has been taken, may cause the notice to be recorded in the Office of the Register of Deeds for Portage County, Wisconsin. All subsequent transferees of the premise or premise unit in connection with which a notice has been so recorded shall be deemed to have notice of the violations alleged and shall be liable to all penalties and procedures provided by this ordinance and by applicable rules and regulations issued pursuant thereto to the same degree as was their transferor.
- 21.15(e)3. Remedy from Order. Administrative Appeals Board shall have no authority to act on orders issued under this subsection. Any person aggrieved by orders issued under this subsection shall, within thirty (30) days of service or publication of the order, apply to the circuit court for an order restraining the City and the Building Inspector from entering on the premises and abating or removing the nuisance, or be forever barred. The court shall determine the reasonableness of the order for abatement of the nuisance.

SECTION V:

That the subsection 24.48(1)(d) of the Revised Municipal Code is hereby **amended** to read as follows:

- 24.48(1)(d) The outdoor ordinary combustible-fired furnace shall have a chimney that extends at least 15 feet above the ground surface. If there are any residences within 300 feet, the chimney shall also extend at least as high above the ground surface as the height of the roofs of all such residences. The Fire Chief may approve a lesser height on a case by-case basis if necessary to comply with manufacturer's recommendations and if the smoke from the lower chimney height does not create a nuisance for neighbors. The Fire Chief may order changes to the installation, chimney height, or operation, if, in the Fire Chief's opinion, the operation of the outdoor ordinary combustible-fired furnace results in a nuisance to other properties. In the event the operation of the furnace continues to result in a nuisance to other properties, the Fire Chief shall have the authority to order suspension or discontinuance of operation of the outdoor ordinary combustible-fired furnace. An affected individual or persons within 600 of the operator of the outdoor furnace may appeal the determination of the Fire Chief to the Public Policy and General Government Committee which shall review the same to determine whether the outdoor furnace is injurious to the health, welfare or safety of the occupants of the neighboring property(ies).

SECTION VI: That the following subsections of Chapter 30 of the Revised Municipal Code are hereby **amended** to read as follows:

30.02(7) Appeal. Any person feeling himself aggrieved by any order or ruling of the Building Inspector may appeal from such ruling to the Administrative Appeals Board within the time the Building Inspector has established for conformance with the order. Such appeal is to be in writing, setting forth the order appealed from, and the respects in which said person feeling himself aggrieved claims that said order or ruling is erroneous or illegal. The Administrative Appeals Board shall proceed in accordance with RMC 3.56.

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Karlyn Krautkramer, City Clerk

Dated: August 4, 2020
Approved: August 17, 2020
Published: August 21, 2020

RESOLUTION

[REZONE APPLICATION – 2725 WATER STREET – REZONE FROM “R-5” MULTIPLE FAMILY II RESIDENTIAL TO “M-1” LIGHT INDUSTRIAL]

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 **2725 Water Street (Parcel ID 281230805101811)**, and described as LOT 15 & NLY 3' OF WLY 97' LOT 16 BLK 2 SHEKELLS ADD S5 T23 R8 758111 & STIP (MFG), City of Stevens Point, Portage County, Wisconsin., is hereby granted a rezone of the subject property from “R-5” Multiple Family II Residential to “M-1” Light Industrial with the following conditions:

- 1) The applicant shall combine the subject property (2725 Water Street) with 2617 Water Street (Parcel ID 281230805101812) by producing a certified survey map that is approved by Community Development staff.
- 2) The applicant shall submit and receive any approvals for any future additions to the property consistent with the City's Zoning Code.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Karlyn Krautkramer, City Clerk

Dated: August 3, 2020
Adopted: August 17, 2020

Drafted by: Adam Kuhn
Return to: City Clerk

1616 Main Street, LLC. – 1221 Second Street Façade Improvement Grant Agreement

Between the City of Stevens Point and 1616 Main Street, LLC.

Project Approved by the Historic Preservation / Design Review Commission: August 5, 2020
Other Design Review Components Reviewed by the Commission: December 4, 2019

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Façade Improvement Grant Agreement

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT is made and entered into as of the__ day of _____, _____ by and between the City of Stevens Point, Wisconsin, a Wisconsin municipal corporation (the "City"), and 1616 Main Street, LLC. (the "Grantee").

Recitals

WHEREAS, the City has established a Façade Improvement Grant Program designed to stimulate improvement to the exterior of commercial or mixed-use buildings; and

WHEREAS, the Grantee owns a building that is eligible for Façade Improvement Grant funds and wishes to access such funds; and

WHEREAS, the Grantee is willing to make exterior improvements in accordance with the rules, requirements, and recommendations of the City, if Grantee receives such funds; and

WHEREAS, the City is willing to provide grant funds as set forth herein, and has determined that this Agreement is in the public interest.

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties contained herein, each of them does hereby represent, covenant, and agree with the other as outlined in this Agreement.

Purpose of Agreement

The parties hereto are entering into this Façade Improvement Grant Agreement for the improvement of a building façade within the City of Stevens Point. Further, the parties have reached an understanding regarding participation in the future improvements and intend to enter into this Façade Improvement Grant Agreement to record the understandings and undertakings of the parties and to provide a framework within which the improvement may proceed.

Part 1. Approval

The Historic Preservation / Design Review Commission of the City of Stevens Point granted 1616 Main Street, LLC. façade improvement grant funds in the amount of \$12,128.80 on August 5, 2020. Other design review components of the project were reviewed by the Historic Preservation / Design Review Commission on the aforementioned date and on December 4, 2019. The funds are applicable to the property located at 1221 Second Street (Parcel ID 281240832201509). Included with that approval were conditions that the Grantee needed to comply with at these properties.

Part 2. Improvements

Grantee, in accordance with the provisions of Chapter 22 - Historic Preservation / Design Review, of the Revised Municipal Code of the City, the Design Guidelines of the City, and the Façade Improvement Grant Program Guidelines of the City, was granted the above approval to make the following Improvements at the aforementioned property:

West Façade – Main Entrance

1. Remove a second story window to install an egress door as required through the Wisconsin Building Code
2. Construct a platform space and accompanying railings for the second story door
3. Replace existing wall signage
4. Replace existing first story door and windows.

South Façade - Secondary Entrance

5. Replace the existing door and window to match doors and windows on the west facade.
6. Tuckpointing on the south and east walls.
7. Remove existing satellite dishes.

Improvements, as required by this Agreement, will be installed as herein provided and within the time limits set forth herein. Nonperformance of installation of said improvements shall not be allowed and it is Grantee's primary obligation to perform.

Part 3. Plans, Specifications, and Documents

Grantee has filed with City the attached plans, specifications, and documents, collectively referred to as the "Façade Improvement Plans" pursuant to various requirements:

- A. Grantee Improvement Site location map is attached hereto and labeled as Exhibit A.
- B. Grantee owns a parcel of land located within the City at 1221 Second Street (Parcel ID 281240832201509) (collectively the "Property"). A description of Property, through the Property Data Sheets are attached hereto and labeled as Exhibit B. Grantee agrees and understands that the approved façade improvement grant funds, and the business conducted thereon, is only applicable to Property as approved by the Historic Preservation / Design Review Commission.

- C. Grantee application for façade improvement grant funds is attached hereto and labeled as Exhibit C.
- D. Contractor bids for the proposed work are attached hereto and labeled as Exhibit D.
- E. Renderings and photographs for and of the proposed work are attached hereto and labeled as Exhibit E.
- F. Proof of insurance for the Property is attached hereto and labeled as Exhibit F.
- G. It is mutually agreed that all terms and conditions pertaining to the improvements as imposed by the Historic Preservation / Design Review Commission as set forth in their official minutes attached hereto and labeled Exhibit G, are made a part hereof by reference and fully set forth herein.

Part 4. Conditions of Approval

This Agreement shall incorporate the recommendations of the Historic Preservation / Design Review Commission. In addition, the following terms and conditions, among others, but not limited to, are included within this Agreement:

1. Gentle means shall be used when cleaning masonry prior to tuckpointing and other general maintenance; only organic non-toxic chemicals shall be used to clean.
2. Powerwashing or sandblasting shall be prohibited on any building components.
3. Type N mortar shall be used between masonry.
4. Window and door openings shall not be expanded beyond their original size.
5. The applicant shall submit final details regarding the window grids (design, color, etc.) to be reviewed and approved by the chairperson and designated agent.
6. Window and door trim color shall match.
7. Transom windows shall be installed above the second floor exit door and match original openings.
8. Wall signage shall be reviewed and approved by the chairperson and designated agent.
9. The chairperson and designated agent shall have the authority to review and/or approve minor amendments to the project.
10. Applicable building permits shall be obtained.
11. All work shall be completed within one year.
12. Project must adhere to Façade Improvement Grant Program Guidelines.
13. No funds shall be disbursed until project is fully completed.
14. The maximum City participation shall not exceed 40% of the total project cost of the bids and work approved, and no individual cost shall exceed the following, unless approval has been given to the HP/DRC chairperson and designated agent in reviewing additional bids or building improvements:

	Improvements	Contractor				
		Bushman Electric	Esser Glass	Precision Glass & Door	Guzman Case Corporation	Warren Melum
1	Remove fixed overhang, sign cabinet and retractable hardware from wall	\$3,900.00 (+ tax)				
2	Remove and replace first story door and windows; replace second story window with door		\$10,510.00	\$12,700.00		
3	Construct jump platforms on west and south façade; cut out exterior wall brick to create door opening				\$15,312.00 (estimated \$7,656.00 for each egress)	
4	Perform tuckpointing					\$600.00
5						
	TOTAL	3,900.00	10,510.00	12,700.00	\$15,312.00	\$600.00
	Lowest Bid(s)	\$3,900.00	\$10,510.00		\$15,312.00	\$600.00
	TOTAL Project Cost	\$30,322.00				
	40% of Total Project Cost	\$12,128.80				

Part 5. Grantee Warranties and Representations

The Grantee makes the following warranties and representations as the basis for the undertaking on its part herein contained:

- A. Grantee is a Wisconsin Limited Liability Company, duly organized and in good standing under the laws of the State of Wisconsin, and is not in violation of any provisions of its Articles of Organization, Operating Agreement, or the laws of the State of Wisconsin, has the power to perform its obligations hereunder and has duly authorized the execution, delivery, and performance of this Agreement by proper company action.
- B. Grantee will control the construction of the improvements on the Property.
- C. The parties signing below for Grantee warrant that they have full power and authority to execute this Agreement on behalf of Grantee, and to bind Grantee to the Agreement.
- D. 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 provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Grantee is now a party or by which is bound, or constitutes a default under any of the foregoing.
- E. It is the total responsibility of Grantee to assure and guarantee that the stated improvements are complete as approved herein, and that all conditions are fully complied with. Any deviation from the approved plans or conditions shall be considered default.

- F. The construction of the Improvements on the Property by Grantee would not occur but for the financial assistance being provided by the City.
- G. Following the completion of the Improvements, Grantee shall maintain the Property in a good and presentable condition and shall promptly repair any damage. Grantee shall maintain adequate property insurance for such purpose.
- H. Grantee agrees that no part of Property will be sold, transferred, conveyed, and/or used in any manner that would render it exempt from general property taxes.

Part 6. Timeline for Completion

If not otherwise approved by the Historic Preservation / Design Review Commission, all work shall be completed within one year from the signing of this Agreement. The Chairperson and Designation Agent shall have the ability to extend the contract for a period not to exceed one additional year.

Part 7. Funds Reimbursement

Reimbursement of funds shall be limited to the amount indicated in Part 4 of this agreement. **Projects approved for matching grant assistance will be required to submit a written request to release the funds upon completion of the entire project.** Copies of all paid invoices and receipts related to the façade improvements must accompany the request for release of funding. Invoices and receipts shall clearly explain the related work (i.e. \$ for square feet of brick cleaning).

The Historic Preservation / Design Review Commission reserves the right to refuse reimbursement in whole or part for work that:

- Does not conform to the program design guidelines.
- Does not conform to the proposal submitted with your application and authorized by the HP/DRC.
- Is not completed within one year from the date the project was approved for funding.
- Does not meet the requirements of this agreement.
- Is not completed in a workmanlike manner.

Part 8. Permits and Approvals

Grantee's obligations under this Agreement are contingent on obtaining permits and other City approvals necessary for the construction. Grantee shall make all reasonable efforts to obtain such permits and approvals in a timely manner. Grantee understands that this Agreement cannot obligate the City to issue any such permits or approvals.

Part 9. Assignment

This Agreement shall be binding upon Grantee's successors and assigns, and notice of said Agreement shall be recorded or filed in the Register of Deeds Office for Portage County.

Grantee may not assign this Agreement to any individual, firm, partnership, or corporation without the approval of the City, which approval shall not be unreasonably withheld and which shall be deemed granted if not withheld by written notice to Grantee from City given on or before forty five (45) days after Grantee requests in writing that City consent to an assignment of this Agreement. If an assignment is made, all terms, provisions, and conditions contained in this Agreement, shall be binding on Grantee's successors in interest, whether such successor shall become the lessee or sub-lessee of all or part of Property.

Part 10. Default Provisions.

Division 10.01 Notice of Default

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the non-defaulting party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

Division 10.02 Remedies upon Grantee's Default

In the event Grantee defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Division 10.01, then City without prejudice to any other rights or remedies afforded to the City by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof and/or not award the Grantee the funds identified in Part 1 of this Agreement.

Part 11. Notices

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, property addressed as indicated below:

To the Grantee: Mike Beacom
 c/o 1616 Main St, LLC.
 1052 Main St Suite 102B
 Stevens Point, WI 54481

To the City: City Clerk
 City of Stevens Point
 1515 Strongs Avenue
 Stevens Point, WI 54481

Any party may, by written notice to the party, designate a change of address for the purposes aforesaid.

Part 12. Nondiscrimination

With the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment nor shall the improvements or any portion thereof be sold to, leased, or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin, or ancestry and that the construction and operation of the improvements shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds. The construction and operation of the improvements shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

Nothing in this section shall prohibit discrimination based on age or family status with respect to housing for older persons as permitted by applicable federal and state law.

Part 13. No Personal Liability

Under no circumstances shall any alderperson, officer, official, commissioner, director, member, partner, or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Part 14. Miscellaneous Provisions

Division 14.01 Future Improvements

Grantee agrees that any future exterior changes or improvements, and/or any changes or improvements under the review of the City via a city ordinance or other similar regulation, will comply with the requirements of said ordinance or regulation, and recommendation as required by such governing body. Failure to comply with such regulation shall be considered default, and Grantee shall be required to

reimburse City the full amount of the grant award indicated in Part 1, plus CPI adjusted annually.

Division 14.02 Cooperation with Grants

If necessary, Grantee 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 Improvements.

Division 14.03 Entire Agreement

This document contains the entire agreement between Grantee and the City and it shall inure to the benefit of and shall be binding upon the parties hereto and the respective heirs, executives, successors and assigns. This Agreement may be modified only by a written amendment signed by the parties, which Amendment shall become effective upon the recording in the Office of Register of Deeds for Portage County.

Division 14.04 Modification of Agreement

An instrument in writing signed by Grantee and the City may only modify this Agreement.

Division 14.05 Survival of Warranties, Representations, and Agreements

Any warranty, representation, or agreement herein contained shall run with the land.

Division 14.06 Governing Law

The internal laws of the State of Wisconsin shall govern this Agreement.

Division 14.07 Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

Division 14.08 Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Division 14.09 Severability

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

Division 14.10 City Authorization

The execution of this Agreement by the City was authorized by the following:

Historic Preservation / Design Review Commission on the 5th day of August, 2020.

Other design review Components reviewed by the Commission in relation to the project occurred on the 4th day of December, 2019.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____ 2020.

DRAFT

THE CITY OF STEVENS POINT, WISCONSIN

BY: _____
Honorable Mike Wiza, its Mayor

Attest:

Andrew Lee Beveridge
By: It's Chairperson

STATE OF WISCONSIN)
:SS
COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 2020, Mike Wiza, Mayor, and Andrew Lee Beveridge, Chairperson, 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 Chairperson, 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: _____

Approved as to form this _____ day of _____, 2020.

BY: _____
A. Logan Beveridge, its Attorney

1616 Main Street, LLC.

Date:_____

By: _____
Mike Beacom

STATE OF _____)
:SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, _____, _____, of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Notary Public, State of _____

My commission expires: _____

EXHIBIT A

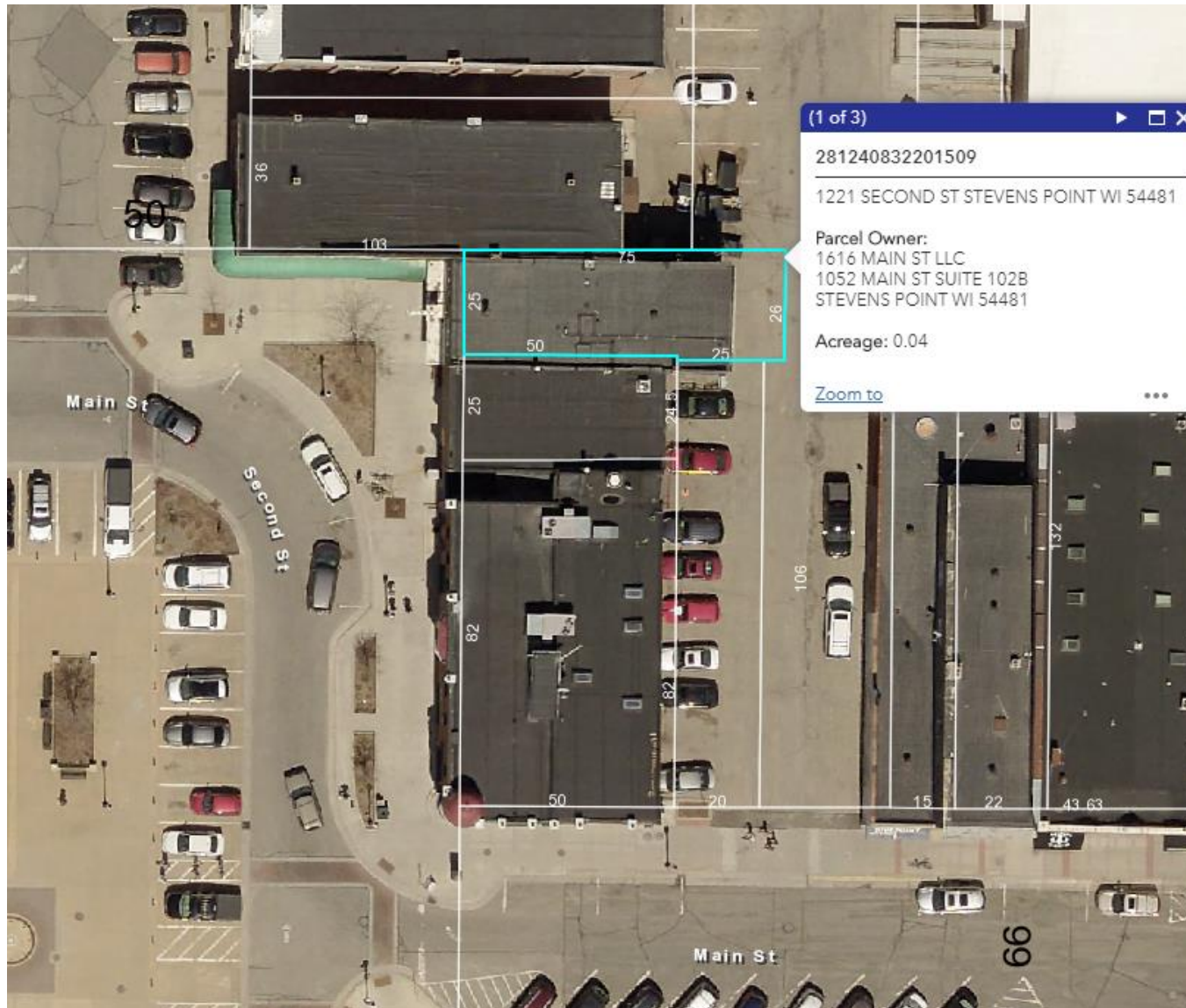


EXHIBIT B

2020 Property Records for City of Stevens Point, Portage County

August 13, 2020

Tax key number: 281-24-0832201509

Property address: 1221 Second St

Owner: 1616 Main Street, LLC
1052 Main St #102B
Stevens Point, WI 54481

Zoning: B3 Central Business, Downtown Design Review, Mathias M

Traffic / water / sanitary: Medium / City water / Sewer

Legal description: N25' LOT 7 & N26' OF W 1/2 LOT 6 BLK 4 STRONG ELLIS & OTHERS ;SUBJ ESMT OVR E10'-454/465 S32T24R08 664661CERT;800970 832190RES

Summary of Assessment	
Land	\$14,100
Improvements	\$143,200
Total value	\$157,300

Land									
Qty	Land Use	Width	Depth	Square Feet	Acres	Water Frontage	Tax Class	Special Tax Program	Assess Value
1	Commercial	25	75	1,875	0.043	None	Commercial		\$14,100

Commercial Building (Fusion/Apts)

Section name: Section 1
Year built: 1930
% complete: 100%
Stories: 2.00
Perimeter: 182 LF
Total area: 3,300 SF (all stories)



Occupancies	Designed Use	Actual Use	Units	Area per Unit	Construction Class	Avg Ht	Quality	CDU
	Mixed retail w/ res units	Apartment, 2 BR, 1 bath	1	990	Wood or steel framed exterior w	12.00	C (AV)	Average
	Mixed retail w/ res units	Retail, general	1	1,650	Wood or steel framed exterior w	12.00	C (AV)	Average
	Mixed retail w/ res units	Apartment, 1 BR, 1 bath	1	660	Wood or steel framed exterior w	12.00	C (AV)	Average

Exterior walls HVAC	Component Description	Count	Stops	Area (sf)	Area (%)	Quality
	Stud-Brick Veneer			3,300	100.0%	C (AV)
	Forced air unit			3,300	100.0%	C (AV)

Section 1 basement
Levels: 1.00
Perimeter: 182 LF
Total area: 1,650 SF (all levels in basement)

2020 Property Records for City of Stevens Point, Portage County

August 13, 2020

Occupancies	Designed Use		Actual Use	Units	Area per Unit	Basement Type	Construction Class	Avg Ht	Quality	CDU
	Mixed retail w/ res units		Support area	1	1,650	Unfinished	Wood or steel framed exterior	8.00	D (FR)	Fair

Building Permits				
Issued	Permit #	Purpose	\$ Amount	Completed
10/19/2017	20170694	Construct bathroom, remodeling	\$1,750	12/31/2017
6/29/2015	15-0319	Kitchen remodel	\$4,500	12/31/2015
5/7/2015	15-0185	Bathroom remodel, second flr	\$5,000	12/31/2015
11/12/2014	14-0660	Interior remodel	\$7,000	12/31/2014
10/29/2010	37429	Roof/Strip & re-roof	\$7,764	10/29/2011
4/11/2008	35386	Water meter split	\$0	4/11/2009

Sales History		
Date	Price	Type
10/30/2014	\$125,000	Valid improved sale

Department of Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



Kyle Kearns
Associate Planner
Ph: (715) 346-1567
Fax: (715) 346-1498
kkearns@stevenspoint.com
stevenspoint.com

Façade Improvement Grant Program Application

ADMINISTRATIVE SUMMARY (Staff Use Only)

Date Submitted		Date Reviewed		Approved	Yes ☐ (\$ _____) No ☐
----------------	--	---------------	--	----------	---

APPLICANT/OWNER INFORMATION

APPLICANT INFORMATION		Owner Information (Same as Applicant? ☒)	
Applicant Name	Mike Beacom / Point Housing	Contact Name	
Address	1052 Main Street, STE 203	Address	
City, State, Zip	Stevens Point WI 54481	City, State, Zip	
Telephone	(715) 544-1068	Telephone	
Cell	(715) 697-6894	Cell	
Fax		Fax	
Email	mike@pointhousing.com	Email	

PROJECT SUMMARY

Scope of Work to be Undertaken (attach contractor estimates, if available)	
PHASE 1: Removal of protruding sign, flat awning and roll-out awning. Replacement of main-level windows and doors/transoms. A new egress/door on front, improved egress platform and more attractive door off back frontage. PHASE 2: (Keith Biesack will be applicant for Phase 2) Removal of fake brick on lower half; tuckpointing and brick repair. Additional lighting features; improved front signage.	
Describe the Positive Impact Your Project will Bring to Stevens Point	
By doing the proposed facade work we will update the building's image to be closer to its true past. Not only will we be improving the overall aesthetic by removing a weathered sign, awnings and artificial brick, we will be allowing for the original facade to be more visible and restored/repared through tuckpointing and maintenance. This work will benefit Stevens Point by creating a more attractive building in the downtown area. With a new business in this building more people will be drawn to the public square. A restored facade and active business also contribute to the historic act of commerce in this area. The addition of an egress in front (and upgraded egress in back) will provide additional safety upstairs tenants, as well as fit the aesthetic design of this project, making this building an even more attractive living option (which also brings people to the downtown area). The globe lighting below the signable area will bring a welcome glow to a corner of the Square that is tucked away, not as noticeable. In general, all of the proposed changes/repairs/additions show design integrity that not only matches the respect of the historic location, but maintains a standard for the future.	
Total Cost of Project Improvements	Amount of Matching Grant Assistance Requested
\$31,224.00 (Phase 1)	\$12,489.60
Estimated Start Date	Estimated Completion Date
September 1, 2020	September 1, 2021 (Phase 1)
Number of Commercial Tenant Spaces Within the Building	Number of Residential Tenant Spaces Within the Building
1	2

EXHIBITS (The following materials must accompany your application in order to be considered for matching grant assistance funding)

Complete detailed list of project revenues and expenses.	☐	Additional Exhibits If Any (List): Historic Photo Proposed Budget
Two bids from qualified contractors detailing the cost of the work to be done.	☐	
Drawings detailing all of the work to be completed as part of the project.	☐	
A description/sample of project materials and colors.	☐	
Proof of insurance.	☐	
Must be current on all real estate and personal property taxes.	☐	
No outstanding amounts owed to the City of Stevens Point.	☐	

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Signature of Applicant	Date	Signature of Property Owner (If not the Applicant)	Date
	7/21/2020		

Building Images



West Facade—Front



West Facade—Front



West Façade—Second Floor



South Façade—Egress Door



West Façade—First Floor



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Ben Martinsen Agency 2337 Main St Stevens Point WI 54481		CONTACT NAME: Ben Martinsen Insurance Agency PHONE (A/C, No, Ext): 715-341-9020 FAX (A/C, No): 715-341-9026 E-MAIL ADDRESS: ben@benmartinsen.com PRODUCER CUSTOMER ID:	
INSURED 1616 Main St LLC 1052 Main St Ste 203 Stevens Point, WI 54481-2848		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25143	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:****LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

1221 2nd St
Stevens Point, WI 54481

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A B	☒ PROPERTY	99-BY-Q277-3	10/30/2019	10/30/2020	☒ BUILDING	\$ 421900
	CAUSES OF LOSS				☒ PERSONAL PROPERTY	\$
	BASIC				☒ BUSINESS INCOME	\$ 12mths
	BROAD				EXTRA EXPENSE	\$
	☒ SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
	☐ INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
	☐ CRIME					\$
	TYPE OF POLICY					\$
						\$
	☒ BOILER & MACHINERY / EQUIPMENT BREAKDOWN	99-BY-Q277-3	10/30/2019	10/30/2020		\$ Included
L	Business Liability	99-BY-Q277-3	10/30/2019	10/30/2020	☒ Per Occurrence	\$ 1,000,000
					☒ Aggregate Limit	\$ 2,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1995-2015 ACORD CORPORATION. All rights reserved.

Re: quote

Jackson Case <jackson.gcc@att.net>

Tue 7/21/2020 7:18 AM

To: Mike Beacom <mike@pointhousing.com>

The cost for the jump platform to be fabricated, powder coated, and installed is \$4,507.00. The cost for the door to be installed will need to be on a time and material basis as the exact work is unknown. I would estimate that the door install should be budgeted at \$3,900.00.

I hope this helps.

Jackson I. Case A.I.A.
President

Guzman Case Corporation

Architect-Builder-Contractor

3525 Patch Street
Stevens Point, WI 54481
<http://www.guzmancase.com>
Tele: 715-344-6777

On Monday, July 20, 2020, 05:42:41 PM CDT, Mike Beacom <mike@pointhousing.com> wrote:

Hi Jackson,

Any chance you can send me a quote for the egress/escape platform work (both front and the side egress)? I'm trying to submit the Historic application and attach all I can. My deadline is tomorrow EOD.

Mike

4925 Coye Dr. Stevens Point, WI 54481
(715) 341-4942 fax (715) 254-0234
email: baileyb@bushmanelectric.com

We hereby submit specifications and estimates for:

Date: 7-20-2020

Customer: Stevens Point Housing/ Mike Beacom

Job: Sign and Canopy removal

Site Address: 1221 2nd St. Stevens Point

Email: mike@pointhousing.com

Labor/Equipment necessary to:

Remove built-in fixed overhang from building fascia, includes stripping sheeting off structure, dismantling structure, disconnect/cap off power; does not include any refinishing of wall after structure is removed; dispose of structure \$3,000.00

Remove 5'x10' sign cabinet and suspended mounting arms; haul away of sign cabinet, disconnect power, seal any penetrations in wall after removal (price based on removal after built in overhang is removed which will allow easier access to this sign) \$ 650.00

Remove retractable canopy/hardware from wall (below fixed overhang); leave on site.
Seal any penetrations in wall after removal \$ 250.00

TOTAL PRICE.....\$3,900.00 + tax

50% deposit required upon acceptance of agreement. Balance due 10 days after job.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDING ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID. A FINANCE CHARGE IS COMPUTED ON A PERIODIC RATE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% ON ANY PREVIOUS BALANCE NOT PAID WITHIN 30 DAYS.

TERMS OF PAYMENT: Materials on job site and progressive labor payments or other prearranged terms.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

note: This proposal may be withdrawn by us if not accepted within _____ days.

Signature:

Signature:

ESSER GLASS INC.

Glazing Contractors

3601 Patch Street,

Stevens Point, WI 54481

Phone 715-344-1961

Toll Free 800-300-1961

Fax 715-344-3655

www.esserglasssp.com



Glass and Glazing Estimate

November 15, 2019

Point Properties

ATTN: Mike Beacom

RE: 1221 Second Street, Stevens Point

We propose to remove and dispose of existing storefront and replace as follows

1 elevation 14' 2" x 7' 6 1/2" 3W 2H

1 elevation 5' x 7' 6 1/2" 1W 2H

Dr A: 1 - 3' 6" x 7' door with transom

Dr B: 1 - 3' x 7' door with transom

- * Doors to be Kawneer 500 wide stile with 10" bottom rails
- * Kawneer standard continuous geared hinges
- * CP - Co9 Push / Pull hardware
- * DHP 416BL Heavy duty door closers
- * Ada Thresholds with vinyl sweeps outside and short brush sweeps inside
- * Immediate door frames to be Kawneer 451
4 1/2" x 2" Non-thermal

Door A (retail space) to have Adams Rite MS 1850 Deadbolt lock with standard keyed cylinder / thumb turn

Door B (apartments) to have Falcon 1690 concealed rod panic device with standard keyed cylinder

Window frames to be Kawneer "451 T"

4 1/2" x 2" Thermally broken flush glaze

- * Aluminum finish to be #29 black anodized

Glazing per code

1" OA clear annealed and tempered as required

Includes

Brake metal sill flashing and cover to span demising wall between two entrances

FOR THE SUM OF \$ 10,085.00

ESSER GLASS INC.

Glazing Contractors

3601 Patch Street,
Stevens Point, WI 54481

Phone 715-344-1961

Toll Free 800-300-1961

Fax 715-344-3655

www.esserglasssp.com

Glass and Glazing Estimate

Voluntary Alternate

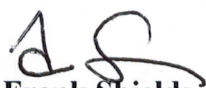
For Cardinal #270 High-Performance LoE #2 surface argon filled in lieu of clear glass

PLEASE ADD \$ 425.00

All materials and labor shall be completed in a substantial workmanlike manner and is guaranteed per plans and specifications for a period of 1 year after substantial completion. Any changes from the plans and specifications involving additional costs shall be executed only upon signed orders and will be an extra charge over this proposal.

The estimated prices are our check or cash prices. If you choose to use a credit card, there will be an additional 4 % surcharge.

Terms: Due upon receipt



Frank Shields
President
Esser Glass, Inc

To accept this proposal, please sign and return to our office.

*Accept as proposed _____.

Esser Glass is not responsible for the cleaning of glass or metal, nor the replacement of glass breakage other than that caused by our own men in setting.

We are unable to guarantee this pricing for longer than 30 days from it's date. Any quotation older than 30 days must be reviewed before acceptance.

Work by others: Adequate wood blocking and opening preparation.

Pricing is based on all window and door being field measured consecutively on one trip

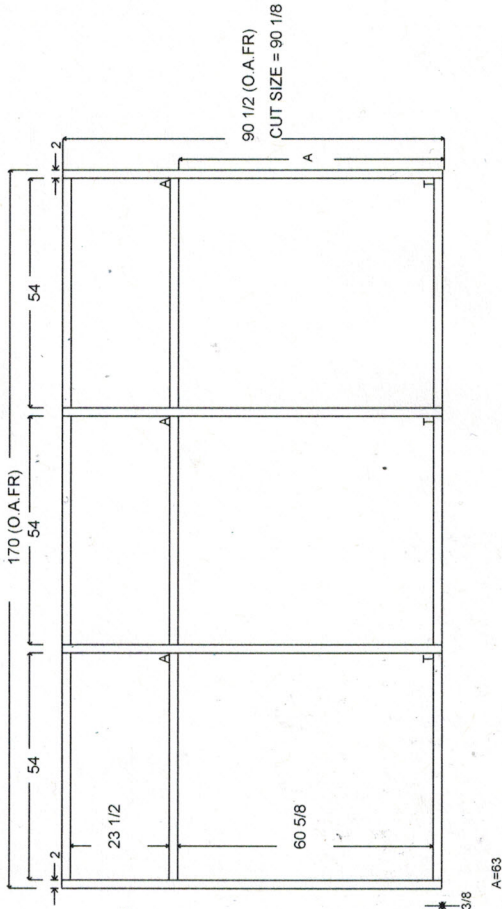
NOT INCLUDED:

Boarding up openings or temporary enclosures

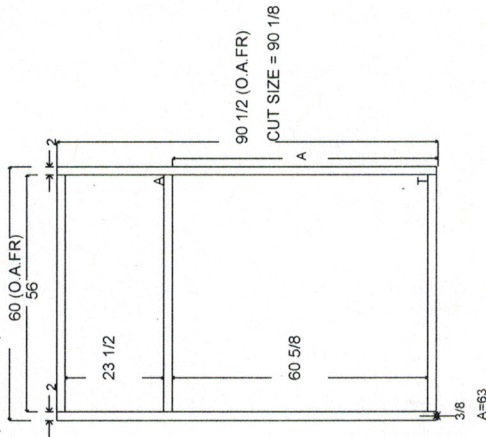
Wiring, pulling wires or hook up of any electrified hardware that may be

Included in this proposal.

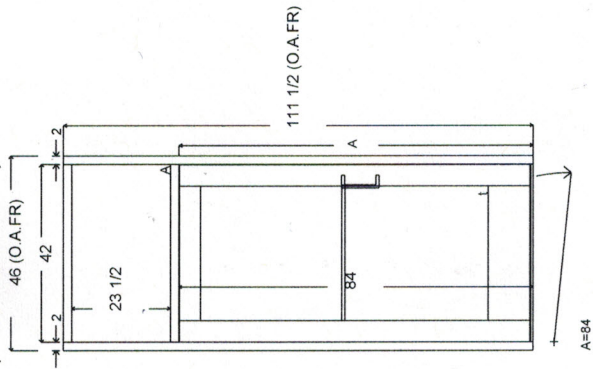
(Frame 1) 1 Thus



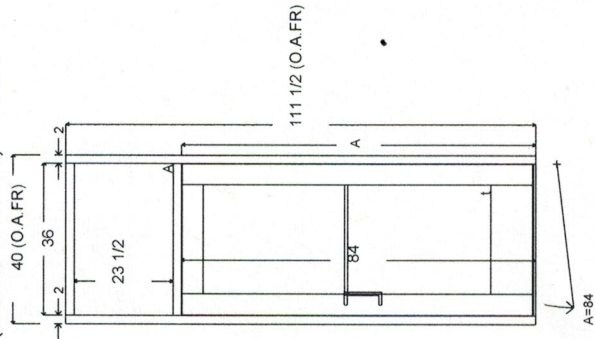
(Frame 2) 1 Thus



(DOOR A RETAIL) 1 Thus



(DOOR B APTS) 1 Thus



Esser Glass, Inc.
Glazing Contractors
715-344-1961 800-300-1961
☐ AS BUILT DRAWINGS
☐ DRAWINGS RELEASED
FOR FABRICATION



3101 POST ROAD
STEVENS POINT, WI 54481
CL: 715.347.8040
brandt@precisionglasswi.com

Date: 5/19/20

Project: Fusion Bar

To: Wholistic Home Solutions

Location: Stevens Point WI

Att: Vincent

Proposal #: 20-061

WE PROPOSE TO FURNISH materials and/or labor as follows:

GLASS: 1" OA CLEAR AGC ES-73 LOWE (#3) INSULATED (TEMPERED AS REQUIRED)

FRAMING: KAWNEER 451T 2" x 4 1/2" THERMALLY IMPROVED CENTER SET STOREFRONT @ FIXED

KAWNEER 451 2" x 4 1/2" NON-THERMAL CENTER SET STOREFRONT @ DOOR FRAMES

DOORS: KAWNEER 190 NON-THERMAL NARROW STILE W/ 10" BOTTOM RAILS

FINISH: either #17 CLASS II CLEAR ANODIZED or #40 CLASS I DARK BRONZE ANODIZED

(1) – (3) LITES WIDE x (2) LITES HIGH

(1) – (1) LITE WIDE x (2) LITES HIGH

(1) – 42" x 84" SINGLE DOOR W/ TRANSOM, NO SIDELITE(S)

(1) – 36" x 84" SINGLE DOOR W/ TRANSOM, NO SIDELITE(S)

DOOR HARDWARE TO CONSIST OF CONTINUOUS GEAR HINGE, DEADLOCK W/ CONSTRUCTION CYLINDER AND THUMBTURN, PUSH/PULL SET, MANUAL CLOSER W/ REGULAR ARM, BRUSH SWEEP AND 4" x 1/2" ADA THRESHOLD

GENERAL INCLUSIONS: DEMO/DISPOSAL OF THE EXISTING, ALUMINUM FINISH SAMPLE, INSULATED GLASS SAMPLE, FIELD MEASURING, BREAK METAL @ FRAME CORNERS AND EXTERIOR CAULKING

GENERAL EXCLUSIONS: ALL TRIMS/FLASHINGS, PATCH-BACK/REPAIR OF SURROUNDING FINISHES, FURNISH/INSTALL OF FINISH CYLINDER, ALTERNATE PRODUCT, AFTER HOURS LABOR, TEMP. ENCLOSURES/BARRICADES, MOCK-UPS, INTERIOR CAULKING AT RETURNS, THERMAL MODELING, FINAL CLEANING, FIELD TESTING AND ANYTHING/EVERYTHING NOT SPECIFICALLY NOTED

TOTAL AS DESCRIBED ABOVE, FABBED, FURNISHED AND INSTALLED, TAX INCLUDED, IS:

\$12,700.00

This proposal offer is valid for **30 DAYS** from the above date **UNLESS NOTED OTHERWISE**. If the proposal offer is not accepted within the specified period this offer becomes invalid unless extended in writing by parties. This proposal offer is subject to Precision Glass standard terms and conditions which are an integral part of this offer and can be provided upon request

ACCEPTED: _____

PROPOSAL BY:

A handwritten signature in black ink, appearing to read "Brandt Laughnan".

DATE: _____

Brandt Laughnan



STUD BROTHERS CONSTRUCTION LLC
2508 Currier St.
Stevens Point, WI 54481 US
(715) 498-8303
studbros@gmail.com
www.studbros.com

ADDRESS

Point Housing
1052 Main Street
STE 203
Stevens Point, Wisconsin
54481 USA

Estimate 1573

DATE 07/28/2020

PROJECT

Jump Platforms

ACTIVITY	AMOUNT
1221 Second Street: Jump Platforms	
Sales Two Jump Platforms: One on West side, one on Southeast side - Metal platform materials and fabrication - Powder coat: Color TBD - Delivery of materials to jobsite - Installation of platform per code and manufacturer specifications - Fasteners and adhesives - Clean-up upon completion	9,948.00
1221 Second Street: Masonry removal and door installation	
Sales Two door openings: One on West side, one on Southeast side - Construct temporary barrier and plastic off work area from living space to minimize dust and debris - Removal of interior casing on window openings - Removal of window units - Removal of brick to threshold elevation, to the rough opening of the new door unit - Installation of treated buck material - Therma Tru 3/0x6/8 Aluminum clad, prefinished steel door and installation - Interior finish: Plaster repair, paint, casing, etc	7,886.00
Sales Disposal of demolition material and thorough clean up of jobsite	300.00
TOTAL	\$18,134.00

Accepted By

Accepted Date

Michael Kaczmarek 715-498-8303 Tony Gaboda: 715-340-8340

STATEMENT



**WARREN'S
MASONRY**

CUSTOMER INFO:

Mike Beacom

Warren Melum • (715) 445-3136
N6595 COUNTY ROAD G
SCANDINAVIA, WI 54977

DATE

DESCRIPTION

PRICE

*Estimate to
Luch Point
Brick Work
above tile work
on store front
+ back side of
Building
1221 2nd street
Labor & Materials 600.00*

THANKS FOR THE OPPORTUNITY!



To: Common Council

From: Adam Kuhn, Associate Planner/Zoning Administrator

Date: August 17, 2020

RE: Façade Improvement Grant Program Contract for 1221 Second Street

On August 5th, Mike Beacom, representing 1616 Main Street, LLC, was granted façade improvement grant funds by the Historic Preservation / Design Review Commission in the amount of \$12,128.80. Other design review components of the project were reviewed by the Commission on December 4, 2019. The applicant was granted the above approval to make the following improvements at the aforementioned property:

West Façade – Main Entrance

1. Remove a second story window to install an egress door as required through the Wisconsin Building Code
2. Construct a platform space and accompanying railings for the second story door
3. Replace existing wall signage
4. Replace existing first story door and windows.

South Façade - Secondary Entrance

5. Replace the existing door and window to match doors and windows on the west facade.
6. Tuckpointing on the south and east walls.
7. Remove existing satellite dishes.

Additional information on the façade improvement grant application, such as project specifications and bid information, can be found in the corresponding façade improvement grant contract.

Staff recommends approval as presented.



MEMORANDUM

To: Finance Committee

From: Ryan Kernosky, Director of Community Development

Date: August 10, 2020

RE: Development Agreement for Redevelopment of Fox Theatre

Background: The City issued a Request for Proposal (RFP) for redevelopment and repurposing of the Fox Theatre. The RFP was issued on March 16th, 2020, and all proposals were due by June 12, 2020. The City received two proposals, one from WildCard Corp., and one from DBGreen, LLC. In the interest of transparency both proposals are attached. Mayor Wiza, Alder Jennings, Sara Brish, Todd Kuckkahn, and myself scored each proposal based on the scoring rubric outlined in the RFP and interviewed both parties to better understand their proposals and ask pointed questions about their knowledge on their proposed uses and structure of the building.

After ranking, interviewing, and discussing both proposals, the selection group decided unanimously to recommend working with WildCard Corp. on their proposal. Since that time, staff has been preparing a development agreement for consideration at Finance Committee and Common Council. Contrary to what was published in the local media, the Finance Committee and/or the Common Council could still change course and work with the other proposer, and nothing is finalized until all parties to the attached development agreement sign the agreement.

WildCard Corp. Proposal: The WildCard Corp. proposal would require the acquisition of the green space behind the theatre, part of the original property boundary pre-mall demolition. The rear of the building would become a green space and biergarten with a small stage for outdoor public and private events. The interior would be remodeled to create an event



space for public and private events. The façade would be restored to the original 'Opera House' design, meaning the Fox Marquee would be removed.

The WildCard proposal was recommended by the selection group because of the nature of the proposed use. The event space use has been identified by a number of groups within our community, especially in the downtown area. Outdoor seating with the ability to have a social gathering space the scope and size of what was being proposed also provided a unique opportunity to reinvent this space and bring more activity to an underutilized parcel adjacent to a municipal parking lot. Additionally, the selection group thought the overall plan aligned with the donation agreement between the Arts Alliance, Inc. and the Sanders family.

There are a few other items to note: The green space of the original parcel is currently owned by the Redevelopment Authority, and houses the small green space developed by the Landscapes 4 Life Foundation. The WildCard proposal would move the Landscapes 4 Life green space behind Guu's On Main, adjacent to the Strongs Avenue Right of Way. Because the Redevelopment Authority may be selling some of their land, the RA and the Plan Commission will also have to provide their approval for this project.



The selection group provided an average score of 89.4/100 for the WildCard proposal.

DBGreen, LLC: The DBGreen, LLC proposal would convert the two storefronts back into retail space along Main Street, and would convert the second story ballroom area into one of several options such as a wedding venue/reception hall, specialty food store, museum, or luxury apartments. Similar to the WildCard Corp. proposal, DBGreen, LLC would also restore the façade to the original Opera House design.

While the possible proposed uses may align with the some of the permitted uses in the donation agreement, the selection group did express concern with the lack of a clear use plan for redevelopment of the property.

The selection committee provided an average score of 76.6/100 for the DBGreen, LLC proposal.

Proposed Development Agreement: The proposed development agreement between the City, the Redevelopment Authority, and WildCard outlines the following:

- WildCard agrees to purchase the property 'As-Is' no later than December 31, 2020, and agrees to have final occupancy on the biergarten and event space no later than July 1, 2022.
 - o City sells the Fox Theatre to WildCard for \$1.00
 - o RA sells the green space behind the Fox to WildCard for \$1.00
- WildCard agrees to the costs to remove and reconstruct the access roadway as part of their request.
- City agrees to pay for the relocation of the enhanced landscaping area behind the Fox to the green space adjacent to the Strongs Avenue Right of Way (behind Guu's on Main).
- Term of the development agreement goes from date of signing and expires five years after the date of final occupancy is issued by the City Building Inspector.
- The City can reclaim ownership of the property if the developer fails to meet any requirement of the development agreement.
- City agrees to provide a façade program grant, provided they meet all requirements and obtain all proper approvals.

Staff Recommendation: Staff recommends **APPROVAL** of the attached development agreement.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”), made as of the _____ day of _____, 20____, by and between the City of Stevens Point, Wisconsin (“City”), the Redevelopment Authority of the City of Stevens Point, Wisconsin (“RA”), and Wildcard 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 owns the Property identified and more particularly described on Exhibit A, attached hereto (the “Property”); and,

WHEREAS, City issued a Request for Proposal for redevelopment of the Property, issued on March 16, 2020 with proposals due June 12, 2020; and,

WHEREAS, Developer submitted a response to the Request for Proposal which was selected as the preferred option, a copy of which is attached as Exhibit E; and,

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 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. 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 C.
3. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit D.

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;

“Developer” means and its successors and assigns;

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

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

“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 (e.g. on-street parking, right-of-way work, utility work, etc.), needed for the development, in accordance with the Plans and Specifications;

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

“RA” means the Redevelopment Authority of the City of Stevens Point, Wisconsin;

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. 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 RA. RA makes the following representations and warranties:

(1) RA 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) RA 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 RA 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 RA and no other or further acts or proceedings of RA. This Agreement constitutes the legal, valid, and binding agreement and obligations of RA, 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 2.3 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 will 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 will 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) Developer will accept the Property in “As-Is” condition and has undertaken or will undertake investigations as to structural, environmental, soil, or other factors impacting the developability or constructability of the property.

(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 on or prior to the Closing Date:

- (1) Developer shall acquire the Property no later than December 31, 2020 (“Closing Date”).
- (2) All City approvals required shall occur prior to the Closing Date.
- (3) All RA approvals required shall occur prior to the Closing Date.

ARTICLE IV

UNDERTAKINGS BY DEVELOPER, CITY, AND RA

Section 4.1 Developer Obligations. Developer undertakes the following obligations, in consideration of City’s obligations in Section 4.2 and RA’s obligations in Section 4.3, below.

(1) Developer shall make all reasonable efforts to construct a biergarten and event space as outlined in the proposal within Exhibit E. The Project will be developed under the Plans and Specifications as well as historical review approved by City, such approval not to be unreasonably withheld, conditioned or delayed.

(2) Following receipt of all approvals, to include the Historic District/Design Review committee for the Project, Developer will commence construction by no later than 60 days from the date of closing.

(3) Following commencement of work outlined in Article IV Section 4.1(2), Developer shall obtain final occupancy by no later than July 1, 2022.

(4) Developer shall 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.

(5) Without limiting other provisions in this Agreement, the dates in Sections 4.1(2) (3) and (4) are subject to Force Majeure.

(6) Developer agrees to develop the Property as shown on Exhibit D, and all buildings and structures on the Property in accordance with the Plans and Specifications, as filed and approved in final form by City. However, during the progress of the Project, Developer may make changes, in writing, to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further Developer's development objectives; provided, however, any such change shall comply with all applicable laws of City and Developer may not make any change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). If a proposed 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 given; provided, if City's approval is needed within a shorter period of time due to Developer's construction schedule or its obligations under Sections 4.1(1), (2) or (3) above, City shall provide such approval or rejection within 10 days of 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 available 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.

(7) Developer further agrees to the following:

(1) At Developer's expense, Developer shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably

necessary to determine boundaries and utility locations, what may be required by the City Surveyor or his designee.

(2) At Developer's expense, a survey or plat of the Property will be prepared for approval by the City Zoning Administrator, or his designee, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

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

(4) Developer shall work with Landscapes For Life Foundation, Inc. to relocate and reconstruct, to a reasonable extent as agreed to between the Developer, Landscapes For Life Foundation, Inc. and the RA, the landscape improvement area from the current location to a new licensed area identified within Exhibit F. Developer will not be held financially liable for this move but is instead a facilitator of the move.

(5) Easements on the Property for municipally owned storm sewer and water mains shall be granted by Developer to City or its designee where necessary, by mutually agreed upon separate document, or pursuant to the CSM or plat, in accordance with detailed utility plans approved by the City Director of Public Utilities, or his designee.

(6) Developer shall be responsible for the costs to install and/or relocate the existing access roadway required as part of the green space to be purchased behind the Property. The City must identify all estimated costs prior to execution of the term. Developer and City mutually understand that said costs may change or fluctuate based on measures beyond the control or knowledge of either Developer or City. The City shall install the roadway to the City's specifications and shall bill the Developer for the relocation. Said relocation is identified within Exhibit G. Failure to pay the required amount will result in a special assessment being placed against the property.

(7) 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.

(8) Developer shall meet all requirements within this development agreement. Failure to meet any requirement shall give the City authority to take

ownership of the property for consideration of \$1.00 without objection by Developer.

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 sell the Property to the Developer for consideration of \$1.00
- (2) City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City Ordinances.
- (3) City may, after submittal of all applicable materials and review of said materials, provide a façade improvement grant. Said façade improvement grant may be reviewed provided that all application requirements are submitted and met to minimal requirements. City may provide additional façade improvement grant monies above and beyond the typical maximum amount, if able, and at the sole discretion of the City.
- (4) City shall pay for the relocation of the landscape improvement area identified in Section 4.1(7)(4) from Tax Increment Finance District #6, or any other financing source identified by the City Comptroller. The City shall have final determination on the relocation, design, and cost of the landscape improvement area.

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

Section 4.3 RA Obligations. RA undertakes the following obligations, in consideration of the obligations of Developer in Section 4.1, above.

- (1) RA shall sell the green space behind the Property to Developer for \$1.00. Said green space shall be a mutually agreed upon boundary, as identified in Exhibit F of this document.

The RA obligation is conditioned upon Developer's compliance with obligations of Developer in Section 4.1, above.

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

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.

The Developer, City, and RA mutually agree that this development agreement shall terminate after five (5) years following the issuance of the final occupancy permit by the City's Building Inspector. The Developer, City, and RA mutually agree that any change of use that occurs after the five (5) years identified before shall be reviewed through the appropriate City approvals, if required.

ARTICLE VI REMEDIES

Section 6.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 6.2 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 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 or complete the Project.

Section 6.3 Reimbursement. 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 6.4 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 6.5 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 6.6 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, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

ARTICLE VII AMENDMENT

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 VIII MISCELLANEOUS PROVISIONS

Section 8.1 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 8.2 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 8.3 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 8.4 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 8.5 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 8.6 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 8.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 8.8 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, and

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

The Opera House, LLC
c/o Penguin Properties, LLC
PO Box 1004
Stevens Point, WI 54481

(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

(c) in the case of RA is addressed to or delivered personally to:

Redevelopment Authority of the City of Stevens Point
1515 Strongs Ave.
Stevens Point, WI 54481
Attn: Executive Director

Section 8.9 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 8.10 Term. The term of this Agreement shall commence on the Effective Date. If Developer has not acquired the Property on or before the Closing Date, this Agreement shall

terminate and be of no further force or effect. If Developer acquires the property on or before the Closing Date, this Agreement shall remain in full force and effect in accordance with its terms.

Section 8.11 Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of City, and this Agreement constitutes a deed restriction effectuating this provision.

Section 8.12 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 8.13 Cooperation with Grants. If necessary, Developer shall work with and cooperate with City and/or RA in providing data and information necessary for City and/or RA 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 8.14 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 8.15 No Personal Liability. Notwithstanding anything herein, no member, shareholder, director, partner, manager, officer or employee of Developer shall have any personal liability under this Agreement, whether to City of RA 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:

Karlyn Krautkramer

By: Its City Clerk

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 20_____, Mike Wiza, Mayor, and Karlyn Krautkramer, 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 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: _____

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

BY: _____

John Schlice, its Chairman

Attest:

Ryan J. Kernosky

By: Its Executive Director

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 20_____, John Schlice, Chairman of the Redevelopment Authority of the City of Stevens Point, and Ryan Kernosky, Executive Director of the Redevelopment Authority of the City of Stevens Point, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairman and Executive Director, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Redevelopment Authority of the City of Stevens Point, by its authority.

Notary Public, State of Wisconsin

My commission expires: _____

THE OPERA HOUSE, LLC

A Wisconsin Limited Liability Company

Date: _____

By: _____

Talin Senner, its Manager & Member

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 20____ Talin Senner, Manager and Member of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such member of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such Manager of said Limited Liability Company, by its authority.

Notary Public, State of _____

My commission expires: _____

EXHIBIT A

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

The East Thirty (30) feet of Lot Six (6); the West Twenty-six (26) feet of Lots Seven (7) and Sixteen (16); the East Twenty (20) feet of the North Eighty-eight (88) feet of Lot Seventeen (17); the South Forty-four (44) feet of the East Fifty-five (55) feet of Lot Seventeen (17), and Sixty-four (64) square feet in the South East corner of the East Thirty-five (35) feet of the West Forty-five (45) feet of the North Eighty-eight (88) feet of Lot Seventeen (17) all in Block Twenty-nine (29), of Valentine Brown's Addition to the City of Stevens Point, Portage County, Wisconsin.

EXCEPT those lands conveyed to The Community Development Authority of the City of Stevens Point by Quit Claim Deed recorded January 25, 1985, in Volume 459, pages 094-096, as Document No. 381283, Portage County Registry Records.

Parcel Identification No.: 281240832202929.

EXHIBIT B

The Opera House, LLC
c/o Penguin Properties
PO Box 1004
Stevens Point, WI 54481

EXHIBIT C

PORTAGE COUNTY CERTIFIED SURVEY MAP NO.

CERTIFIED SURVEY MAP

PART OF LOTS 6, 7, 16, AND 17 OF BLOCK 29 OF VALENTINE BROWN'S ADDITION TO THE CITY OF STEVENS POINT, LOCATED IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

NOTES

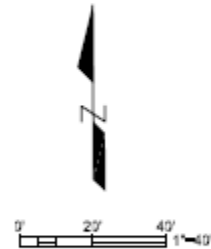
THIS INSTRUMENT WAS DRAFTED BY PATRICK J. FUEHRER.

THE BEARINGS HEREIN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM-PORTAGE COUNTY-NAD 1983. THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32 BEARS S89°52'42"W.

THIS CSM IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

- 3/4" X 18" IRON REBAR SET-1.5#/FT.



PRELIMINARY

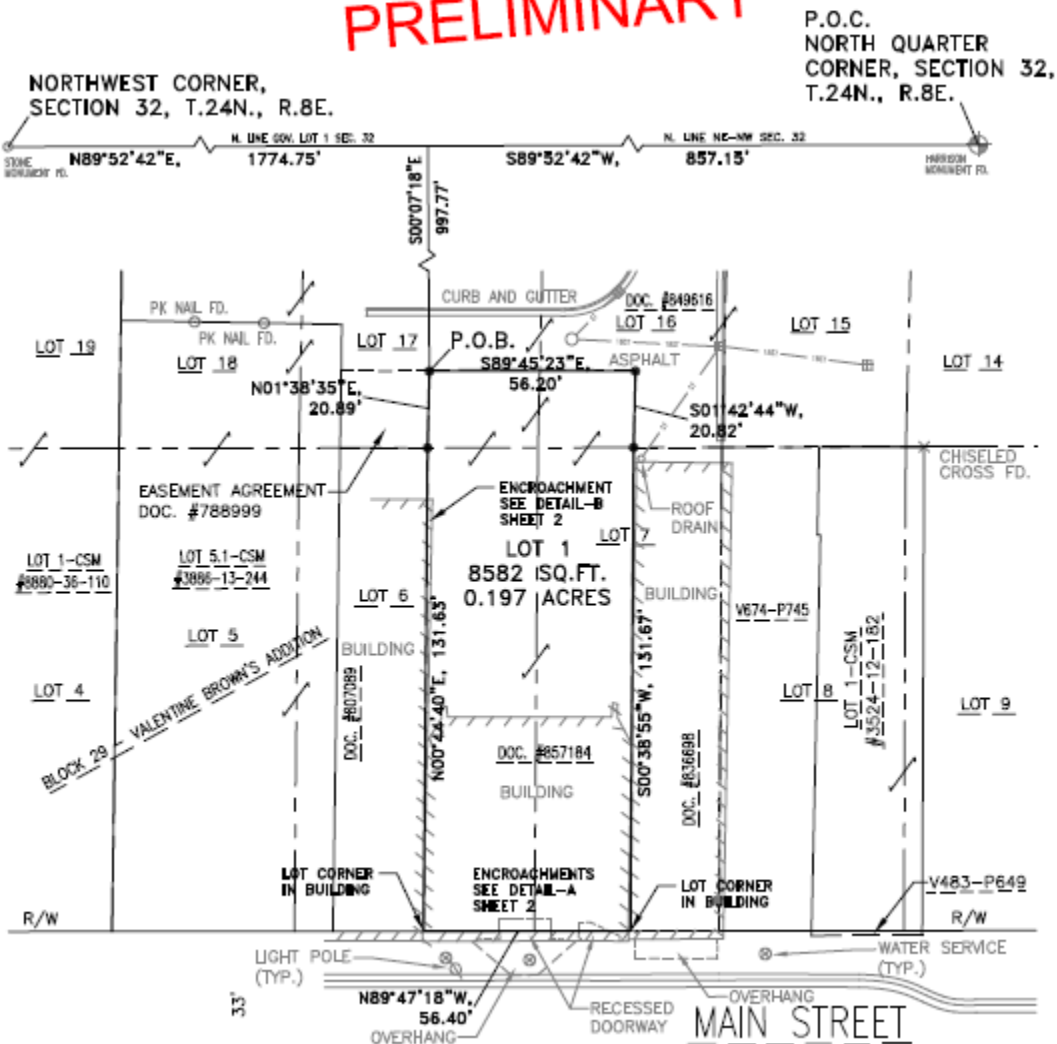


EXHIBIT D

ARCHITECTURAL DRAWINGS – To be inserted when available.

EXHIBIT E

WILDCARD PROPOSAL FOR FOX THEATRE – to be inserted after approval.

EXHIBIT F

LANDSCAPING FOR LIFE INFORMATION

EXHIBIT G

ROADWAY DESIGN/RELOCATION – to be determined and added at a later date.

The City of Stevens Point

Offer to Purchase the Historic Fox Theatre

Abstract

This document has been drafted to provide a response to the Request for Proposal for offers to purchase the Historic Fox Theatre.



Presented by: Talin Senner

Owner and Chief Executive Officer • Wildcard Corp.
proposals@wildcardcorp.com

Copyright © 2020 Wildcard. All rights reserved. This Copyright Notice prohibits the duplication of this proposal and its content outside of the City of Stevens Point—in whole or in part—for any purpose. This proposal contains confidential material proprietary to Wildcard, and is solely intended for the City of Stevens Point to evaluate Wildcard's proposed solution. This restriction does not limit the City of Stevens Point's right to use information obtained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on pages 1 to 22.

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Cover Letter

Ryan Kernosky, Director of Community Development
06/10/2020
Community Development - % Fox Theatre Proposal
1515 Strong's Ave.
Stevens Point, WI 54481

Dear Mr. Kernosky,

Wildcard is honored to submit this intended use plan for the historic Opera House in downtown Stevens Point, WI. Our organization is very familiar with the Opera House and its legacy as a community gathering place for residents and visitors of Stevens Point. We understand this incredible opportunity to revitalize the Opera house, supports the City of Stevens Point's commitment to enhancing community engagement, culture, arts and collaboration.

For many years, Wildcard has shown a strong commitment to the community of Stevens Point by investing in and renovating commercial properties in historic downtown. As Wildcard has utilized Penguin Properties in the purchase and renovation of our other properties we will create an entity to handle ownership and ongoing operations of The Opera House in the same manner.

We are eager to demonstrate that this historic building can be flexible enough to accommodate events and programs and respond to evolving community needs over time. We anticipate the future use of the Opera House to be: functional, sustainable, safe, healthy and vibrant. We envision a gathering space that will encourage a positive, dynamic relationship development with our immediate neighbors and the greater community.

The optimal use plan will be multi-phased to take full advantage of efficiency, allowing for a variety of uses throughout the property.

Respectfully,



Talin Senner

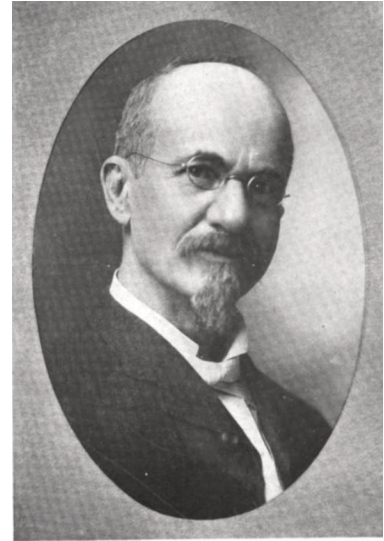
Owner and Chief Executive Officer
(715) 869-3440

proposals@wildcardcorp.com



Revitalizing the Opera House

G. F. Andrae was a German immigrant who settled in Stevens Point and became a successful businessman. His community leadership made him an honored and valued citizen. For several decades Mr. Andrae was the leading merchant in Stevens Point and was also one of the material developers of the area. He acquired large portions of realty and newspaper files of the time regularly name G. F. Andrae in connection with the construction of a number of substantial buildings. One of those buildings was the Opera House as it was named for over 40 years, located at 1124 Main Street.



G. F. Andrae

For G. F. Andrae, the Opera House was his way of giving back to the city, and the historic building has been a recreational and cultural focal point of Stevens Point ever since. In German culture, gathering together in an atmosphere of camaraderie, fun and enjoyment is a major part of society. This concept is so ingrained in German culture, they have a unique word for it: Gemütlichkeit. Gemütlichkeit [ge-mute-lee-kite] is described as a state or feeling of warmth, friendliness, and good cheer. The term is also described as a tradition of public festivity, usually involving the enjoyment of music, food, and drink, which promotes a sense of community and solidarity. The Wisconsin Department of Tourism also offers their own definition of gemütlichkeit on travelwisconsin.com, which describes gemütlichkeit as a feeling one gets when visiting Wisconsin.

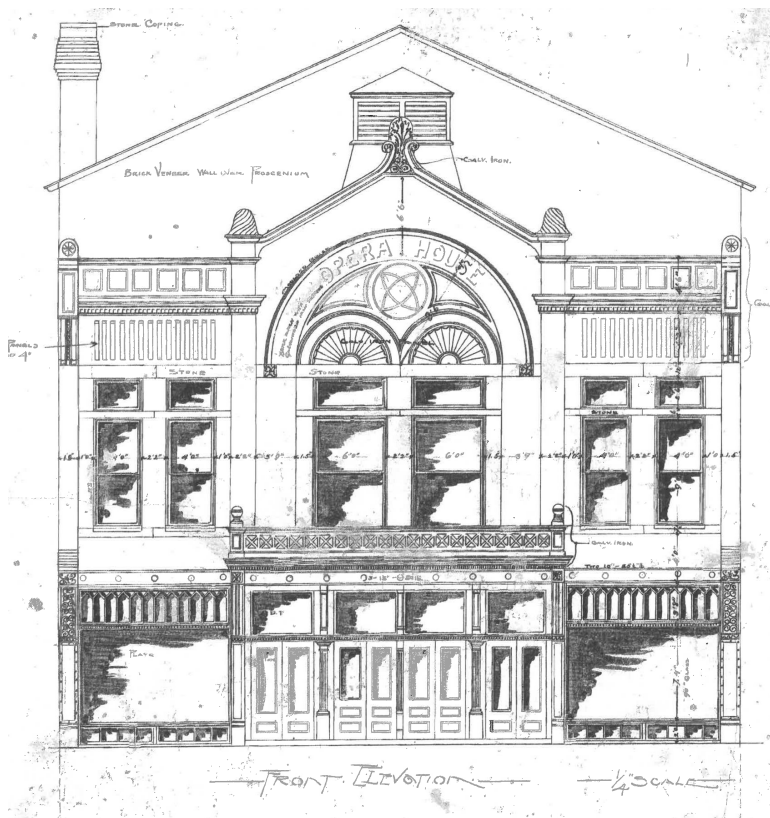
It is our plan to continue the tradition of the Opera House as a focal point of community togetherness, or Gemütlichkeit, just as G. F. Andrae originally intended. We are planning a traditional bier garden atmosphere with sales of beer and drink onsite inside a secure outdoor fenced area, inclusion of food from local businesses and surrounded by a landscaped garden.

Our revitalization plan involves creating a versatile, multi-functional event venue while retaining and enhancing the building's original facade. Redeveloping and repurposing this historic landmark located downtown in the heart of Stevens Point, will offer tremendous engagement opportunities and tax revenue from citizens in our community and visitors. Beyond engaging local residents and visitors to the region for community events, the venue will also be available to rent for private parties, such as weddings and not-for-profit fundraisers where options for catering of food and drink.

Introduction

Entertainment and cultural events will include live bands, open mic nights, gallery nights, pop up retail opportunities, family movie nights and more. We anticipate these community events will attract more revenue for businesses that specialize in providing support for local operators, such as catering, event planners, entertainers, artists, and audio visual production companies. As a community-centric business, the Opera House will help drive engagement for the entire population, supporting the local economy and showcasing the best Stevens Point has to offer.

Our revitalization plan for the Opera House combines original historic elements of the property with modernized improvements that will enhance the aesthetic beauty of the building that is both functional and sustainable for generations to come. We have completed similar work on another local historic property: 1136 Main Street, adjacent to the Opera House. A detailed description of our revitalization work on 1136 Main Street is provided in this proposal under Reference Two: Redevelopment of 1136 Main Street.



While the uses and owners of the building have changed throughout the years, one constant has been the emotional connection citizens feel towards the facade. The building's community-centric presence is a visual and cultural centerpiece of downtown Stevens Point. People have always been drawn to the building whether in use or not, as evidenced by the many efforts over the years to revitalize and re-open this historic landmark. The Opera House is interwoven in the history of Stevens Point, and it is our goal that it continues this legacy, long into the future. With your support, it is our sincere goal that the Opera House is no longer seen as a relic of days gone by, but is regarded as the heart of our downtown community.

Penguin Properties is a subsidiary of Wildcard which is consolidated under the same ownership. The company has been used to acquire properties meant for renovation, development, and reuse. The development team consists of Wildcard employees (listed on page 13) and is helmed by Mr. Senner.

The following references have been chosen to showcase our success in transforming and revitalizing historic spaces in the local community, which has resulted in the creation of jobs and the expansion of the local tax base. Mr. Senner and his team have previously worked with the City of Stevens Point and the Historic Preservation/Design Review Commission to develop the following properties. Our main goal is to refurbish these buildings in a way that not only satisfies our current uses but also speaks to future use cases.

Reference One: Redevelopment of 1324 Centerpoint Dr.

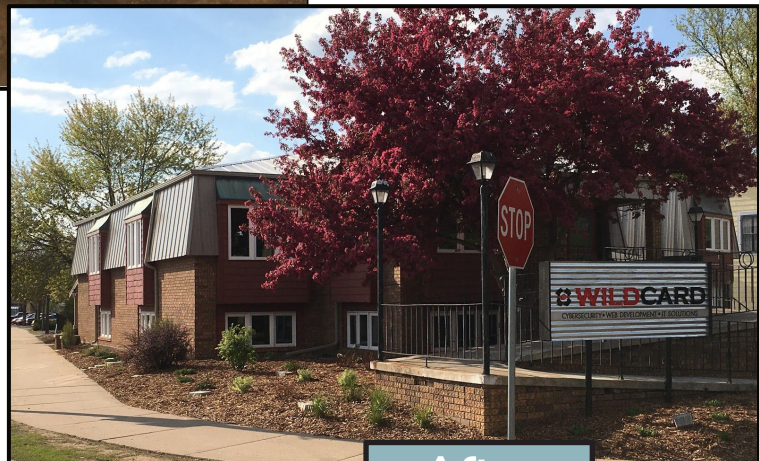
Originally constructed in 1977 at 1100 Union St by Dr. Ronald Kuhel as an eye care clinic, the building was moved to 1324 Centerpoint Drive in 1984 as part of the Stevens Point Mall project. When it was moved to its current location, the lower level and stairways leading to the building were added. Over the course of almost forty years the elements wore on the building.



Before

1324 Centerpoint Dr. before renovations and landscaping, after the existing sod was removed

1324 Centerpoint Dr. after renovations to the window boxes and doors, and with completed landscaping



After

References

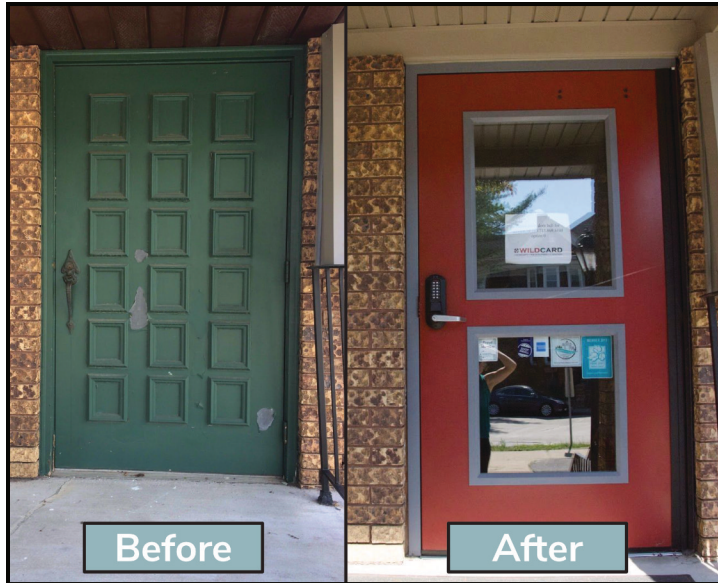
Purchased in 2016 by Wildcard through Penguin Properties, many needed updates were undertaken on the building. The interior of the building required mainly cosmetic changes such as removing the worn and dirty 1970's carpeting, adding a fresh coat of paint, and removing the trappings of an eyecare clinic. Besides fresh paint, new wooden floors were added along with sound damping carpeting. These subtle changes on the inside allowed this building to now be utilized as a modern workspace while maintaining its historic charm. After consulting with the Historic Preservation/Design Review Commission, Wildcard was able to undertake repairs to the outside of the structure that were necessary for its long term viability.



The original window boxes with rot damage, and Wildcard's repair with cedar vinyl

All window boxes were repaired to address water damage and rot. They were wrapped on the outside in autumn red, and the entire window box underneath the copper was wrapped in cedar vinyl that maintains the vintage look of the original. The windows that were installed, while of modern design, maintain functionality and match the original windows in size, scale, detail and pane configuration.

Brick and masonry issues were repaired to match the look and feel of the original work. We sourced brick of the same era and vintage to match the existing work while utilizing the N-type mortar as requested by the historic guidelines. We repaired all character defining existing metal work without having to make significant changes by repairing them in place.

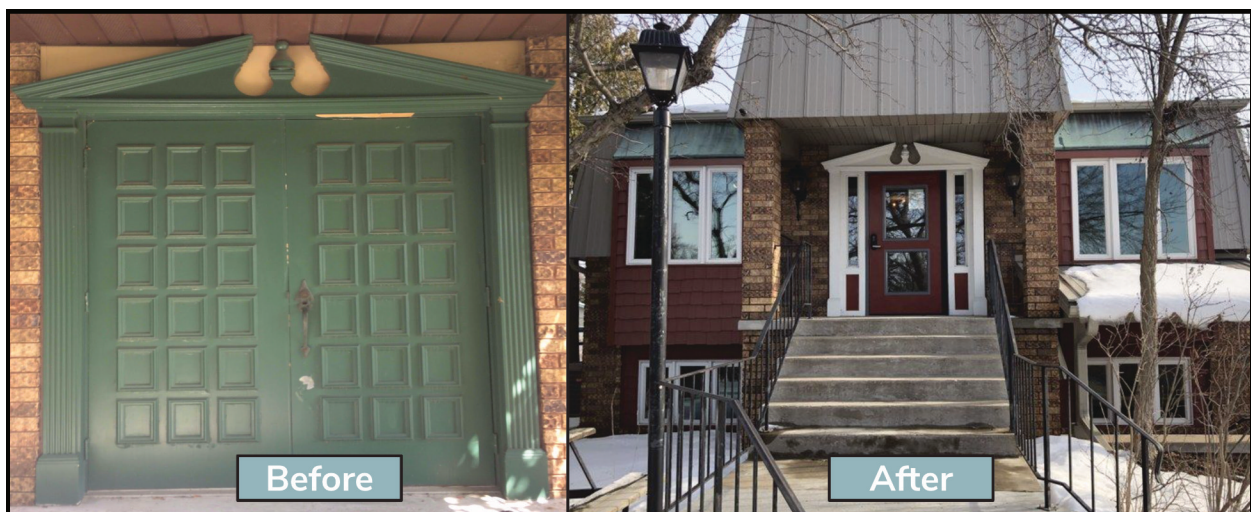


The doors for the first floor were replaced with metal and glass doors matching the existing glass door on the lower level. As part of our commitment to maintaining the historic look of the building, we cleaned up and painted all of the existing wooden trim and scroll work around the doors. This provided a clean look that accented the building's existing historical features.

The original door of 1324 Centerpoint Dr. is replaced without major structural changes

After renovating many of the building's structural concerns, the landscaping around the building was cleaned up. We opted for a low-maintenance plan that continues to provide a clean and natural look to the building. Many of the large pine trees that were damaging the older building were removed, ensuring integrity of the exterior for the future.

The overall renovation undertaken at this site allowed the building to maintain its rich appearance while providing updates that will add to the longevity of the building.



Replacing the original door while maintaining the existing trim and scrollwork

Reference Two: Redevelopment of 1136 Main Street

The direct neighbor to the Opera House, currently numbered 1136 Main Street, was originally constructed in 1899-1900 by Curran and Wiesner. The building has operated under many different business names in the past. The property has served as a government post office, Gross & Jacobs Hardware Store, a Billiards Hall, the Loop Bar, the Portage County Lung Cancer Society and the City News Service to name some, before its most recent use as Bookworld from 1979 to 2017.

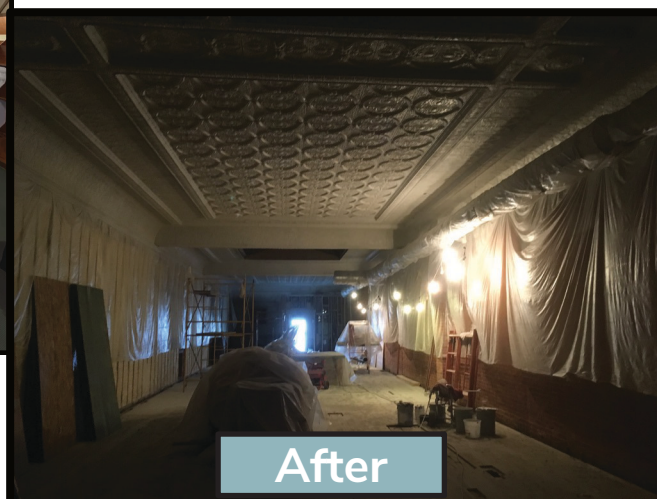
Purchased by Wildcard through Penguin Properties in December of 2017, our group undertook renovation of this historic property, while maintaining the original charm and character. In the late 1960's to 1970's, the second floor of the building was completely closed off from the first floor and the staircase was completely removed. During occupancy of the building, Bookworld added two drop ceilings on the first floor and covered both the walls and floor. Wildcard collaborated with the Historic Preservation & Design Review Commission to ensure the original look of the building was maintained, while ensuring modern amenities and structural elements were intact.

Wildcard took over the building and removed the standard Bookworld appearance from the interior of the building. This exposed a turn of the century pressed tin ceiling that was relatively undamaged underneath the drop ceilings. The tin ceiling was corn blasted to remove excess flaking, then primed and painted using a pearlescent white. Under the walls more tin was discovered that was damaged, and beautiful shiplap boards. Underneath the carpeting and subfloor a hand installed maple floor was uncovered.



1136 Main St. before removing Bookworld furnishings

After revealing and cleaning the tin ceiling, before applying pearlescent white paint



To restore access to the second floor a 27 foot staircase was procured that matched the historic staircase that had been removed, allowing for access without damaging the tin ceiling. At the bottom of that staircase a door was added in keeping with the historic front that existed prior to Bookworld taking over. On the second floor, as much of the original floor and walls were restored as possible to give a look back in time. The northeast corner of the building had water damage down to the Douglas Fir joists. In keeping with the history of the building, and for structural reasons, new Douglas Fir joists were purchased to bring the building back to life.

1136 Main Street is a tri-layer thick brick building. Where possible this brick is being exposed to the visitor's eye. Around many of the windows the brick is being exposed in a strip to show the character of the building. On the first floor the eastern wall is completely exposed with a brick chimney being added back in so cunningly, that only after being told would you realize it was restored. The entire exterior of the building is being tuckpointed and damaged brick is being repaired. All brick details around windows are being cleaned and restored to highlight the historic character of the building.



Repairing brickwork to match the existing brickwork.

References

One of the key goals of any Wildcard restoration project is to sustainably reuse original building materials. All molding from throughout the building is being cleaned, patched, and painted for reuse. We are using the doors and transom windows as they would have been when they were installed.



Part of bringing a building like this back to life is opening back up as much of it as possible to the outside world. We are replacing every window and adding back in the skylights and the atrium. All windows and doors are being replaced, giving the building a clean look that harkens back to its historic past. The detail of the Atrium and skylights provides natural light throughout the building as well as unique architectural details.

1136 Main St. with the bookworld overhand, and a render of the planned building facade with an additional door for stairwell access

Phase one of the former Book World project focused on visual enhancements to the building. During phase two, Wildcard ensured that any structural issues were addressed. An early structural issue we resolved was removal of the Bookworld foundation by pouring a cement basement to reinforce the base of the structure. We have sprayed foam throughout the building to help insulate and waterproof the structure. By using high-quality materials for windows and doors, we have ensured the building will be water sealed well into the future. By adding two 2.5 ton HVAC units and a high quality HVAC system, we have ensured future occupants are comfortable and enjoy reliable, seasonal temperature control and ventilation.

Extreme care has been taken to route modernized wiring out of sight and select materials that match the historic nature of the building. This will ensure the building can be utilized for future business opportunities. In addition to the fix, repair and revival of the historic nature, the building has SmartBuilding enhancements such as automated lighting, planned replacement skylights and smart HVAC system, as well as fully modernized networking, and is currently a hub for providing Internet access to downtown businesses.

Throughout the restoration process Wildcard has sourced local materials and labor. Lumber has been purchased from Feltz's, Frank's hardware for needed supplies and consumables, and also employs local carpenters and contractors. We have made every effort to make this restoration and refresh of this project a collaboration with local businesses, to support the local economy and community-centric vision of Stevens Point.

Organizational Overview

Established in 2007, Wildcard Corp. is a privately held HUBZone Certified Small Business headquartered in Stevens Point, Wisconsin. We are a highly competitive provider of cybersecurity assessments and audits, IT security infrastructure solutions, systems engineering, integration, and virtualization. As part of this development project, we will be standing up a separate organization to handle the day to day operation of the building, as we have done with previous restoration projects such as 1136 Main Street and 1324 Centerpoint Drive. The following key team members will be responsible for the planning and execution of the Opera House restoration.

Team Member	Title	Biography
Talin Senner	Owner and Chief Executive Officer	Mr. Senner is the owner and founder of Wildcard and Penguin Properties. In addition to his years of experience developing technology solutions, he has helmed the restoration of several historic buildings in Stevens Point.
Joe Schoenberg	Commercial Program Manager	Mr. Schoenberg is Wildcard's commercial program manager. With over 15 years of project management experience, he is well versed in team and project management and takes the lead in ongoing client support.
Gregg Gokey	Director of Operations	As Director of Operations, Mr. Gokey manages and organizes the daily business activities and human resources for Wildcard.. His experience as a planner and facilitator has ensured the success of many projects, including our restoration and renovation work.
Shannon Schoenberg	Event and Catering Coordination Consultant	Ms. Schoenberg has 25 years of experience in hospitality, catering, social, not-for-profit and corporate event operations. Shannon managed the corporate event operations for Sentry Insurance from 2013 - 2018. She has a background in Marketing and Sales and consumer event demand. She was an integral part of the operations and sales team that opened Discovery World at Pier Wisconsin, one of Milwaukee's premier lakefront event venues.

Use Plan

Exterior Use Plan

While much of the Opera House's original structure may be gone, our exterior design plan preserves the original historic layout of the site by mirroring some of the original features, including a new balcony, stage, and seating areas. A large raised deck will extend off the back of the existing structure and stand in the same location as the theater's original balcony seating. An outdoor stage area will be installed approximately where the original stage once stood, offering a clear vista to the new seating area, which will be located where the main floor of the auditorium used to be. It is the intention of this development plan to reclaim the portion of the property and any additional areas that were cut off during the mall project in the late 1980s.

By restoring the property to its original boundaries, the green space at the rear of the property would then be converted to a gated patio and green space: Andrae's Biergarten. This will provide patrons a view of the stage from both sides, and offer different social atmospheres to enjoy the show. While much of the Opera House's original structure may be gone, this design reimagines the original layout of the theater space and will remain true to the building's history while continuing to serve the local community for many generations to come.

In honor of G.F. Andrae's German heritage, our exterior use plan includes the creation of a traditional German Biergarten. A beer garden, a translation from the German "Biergarten," is an outdoor area in which community members often congregate to socialize, enjoy live entertainment, eat together and drink beer. Common entertainment includes music, song, and games, enjoyed in an atmosphere of Gemütlichkeit.



Andrae's Biergarten and the second floor balcony, the expanded green space, and EV charging stations.. More renders are available in **Addendum 1** of this proposal and through the following link:

wildcardcorp.com/operahouse

Andrae's Biergarten

Andrae's Biergarten will feature hard and softscape elements to include a paved patio area and greenspaces. The space will be designed to support a wide variety of both public and private events and activities. Patio heaters will be incorporated to encourage maximum three-season use of the space. String lighting and spot lighting will enhance the architectural and softscape elements of the space. A stage for live music and entertainment will be centrally located in the space and include adequate power for sound and lighting. The space will be surrounded by fencing and landscaping that will allow for privacy and security. A large entrance gate will be located at the North end of the outdoor venue and act as the main entrance to the space. Additional gates will be installed on both the east and west sides of the space near the stage area to allow easy access for event and performance set up. Traditional beer garden tables and seating will provide visitors with plenty of comfortable places to relax while socializing and enjoying attending events.

When not actively hosting events, the space will be open for public use between the hours of 10AM to 10PM Sunday through Thursday and from 10AM to 12AM Friday and Saturday during the spring, summer, and fall seasons. The space will be continuously lit after daylight hours while open to the public. Games such as: bean bag toss, giant tic tac toe, giant chess and giant Connect Four will be available for community use during business hours. Complimentary public-access wifi will be available in Andrae's Biergarten to further provide the community opportunities for coffee and digital engagement. .

As an officially recognized eco municipality, the community of Stevens Point has aspired to contribute to a more green and sustainable future. Our development plans include features which will enhance evergreen options for our community at no cost.. Two to four 100amp electric vehicle (EV) charging stations will be installed for public use, an amenity which is not currently available in the downtown area. This would make a desirable stop for EV road trippers, bring more foot traffic, and increase awareness of sustainable options like electric vehicles.

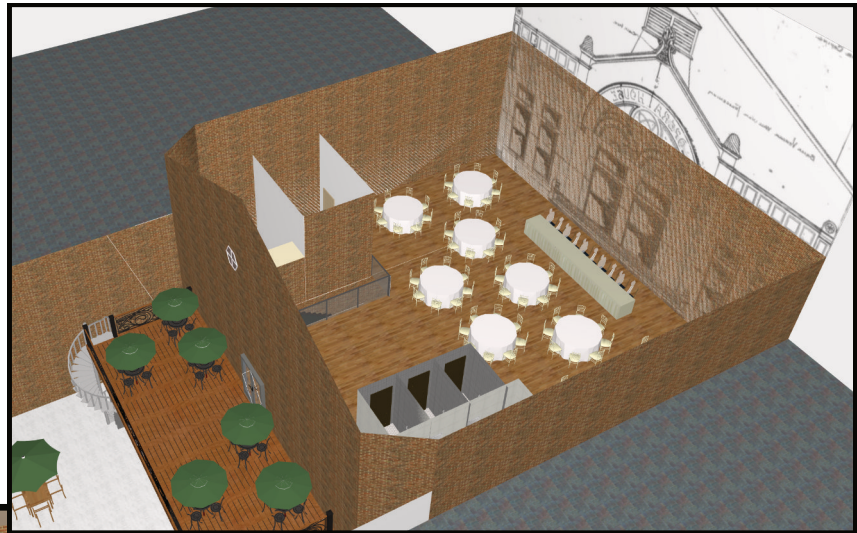
Interior Use Plan

The Opera House lower level use plan involves an open space concept that can be used for public and private events including: presentations, community board meetings, art shows, receptions, live music, poetry readings, wedding ceremonies, and other public and private events. A catering kitchen will be installed in the north east corner of the building to accommodate food and beverage catering for private events at the Opera House. Local catering companies will benefit from the opportunities to provide food for private events booked at the Opera House. Catering kitchen amenities will include: commercial refrigeration, commercial warming ovens, commercial ice maker/ice machine, large capacity dishwasher, stainless steel prep tables, and commercial coffee makers, among other amenities.

Use Plan

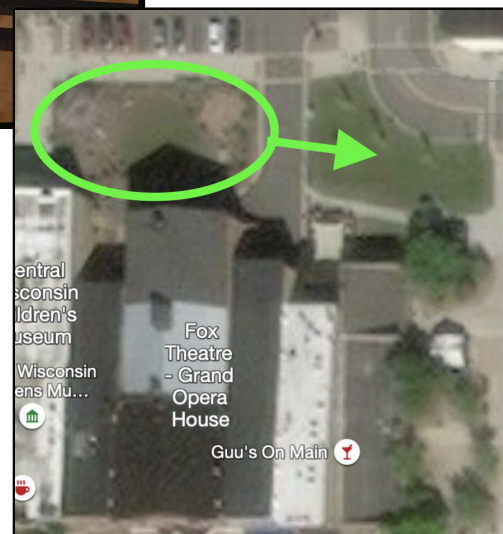
Rather than cover over pre-existing structural features like the rear alley-way exits and the large openings left in the back wall of the Opera House, we plan to incorporate the reuse of these unique features into our design plan. These features will be fitted with doors and windows that will take advantage of natural light to enhance natural lighting in the interior of the building. Complimentary public-access wifi will be throughout the grounds for the benefit of visitors.

An overhead view of the balcony and the second floor of the Opera House venue.



Standing in the interior of the Opera House venue, looking out into Andrae's Biergarten.

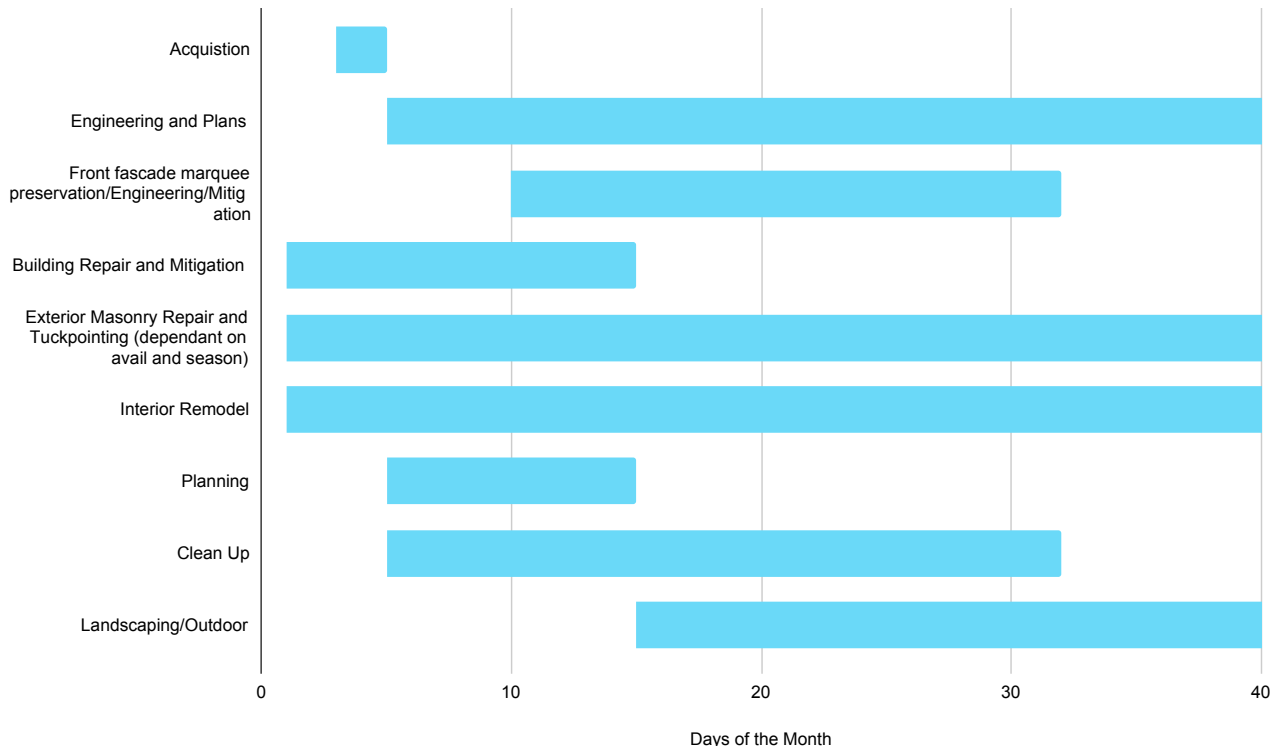
As part of the exterior use plan we will work with the city to move the current pergola and brick maze /landscaping to the east of the access road as pictured.



Timeline

The following timeline and Gantt charts are estimates based on our interior and exterior use plans. As the project progresses and more information is gathered on the state of the property, the periods of time shown here may change.

TASKNAME	START DATE	DAY OF MONTH*	END DATE	DURATION* (WORK DAYS)	DAYS COMPLETE*	DAYS REMAINING*
Opera House Property						
Acquisition	08/03/2020	3	08/05/2020	2	0	2
Engineering and Plans	08/05/2020	5	11/01/2020	88	0	88
Front fascade marquee preservation/Engineering/Mitigation	08/10/2020	10	09/01/2020	22	0	22
Building Repair and Mitigation	09/01/2020	1	09/15/2020	14	0	14
Exterior Masonry Repair and Tuckpointing (dependant on avail a	10/01/2020	1	1/1/2021	92	0	92
Interior Remodel	01/01/2021	1	05/15/2021	134	0	134
Opera HouseAndraes' Bier Garten						
Planning	08/05/2020	5	08/15/2020	10	0	10
Clean Up	08/05/2020	5	09/01/2020	27	0	27
Landscaping/Outdoor	08/15/2020	15	11/01/2020	78	0	78



Estimated Costs and Pro Forma Cash Flow

Without fully knowing the engineering and any issues for the property, we are estimating at least the following cost for Renovation: \$525,000 This estimate may vary widely as labor availability and structural issues arise . We have the following operational cash flow statement and revenue estimates after the renovations are completed:

The Opera House Cash Flow Statement

	For the Year Ending	12/31/22
Cash at Beginning of Year		\$0.00
Operations		
Cash receipts from customers		\$622,112.00
Cash paid for		
Inventory purchases		-\$60,000.00
General operating and administrative expenses		-\$158,000.00
Wage expenses		-\$128,000.00
Interest		\$0.00
Income taxes		-\$24,000.00
Net Cash Flow from Operations		\$252,112.00
Investing Activities		
Cash receipts from		
Sale of property and equipment		\$0.00
Collection of principal on loans		\$0.00
Sale of investment securities		\$0.00
Cash paid for		
Purchase of property and equipment		-\$250,001.00
Making loans to other entities		\$0.00
Purchase of investment securities		\$0.00
Net Cash Flow from Investing Activities		-\$250,001.00
Financing Activities		
Cash receipts from		
Issuance of stock		\$0.00
Borrowing		\$0.00
Cash paid for		
Repurchase of stock (treasury stock)		\$0.00
Repayment of loans		\$0.00
Dividends		\$0.00
Net Cash Flow from Financing Activities		\$0.00
Net Increase in Cash		\$2,111.00
Cash at End of Year		\$2,111.00

Proposed Purchase Price

With the substantial investment that will need to be made to bring this neglected property from its current condition to a center of community and cultural engagement, it is in the City of Stevens Point great interest to transfer the property for the last purchase price of \$1.00. As a sustainable functioning event space centrally located downtown, the potential for this historic property is worth far more to the city in future tax revenue.

The only public funds that Wildcard will request is a facade improvement grant to help with the restoration of the historic front of the property facing Main Street. This building dating back to the late 1800's needs work done to the brick, windows, lower entrance and restoration work to the intricate details across the facade. These funds will be used to help with these projects in keeping with the historic building guidelines.

Addendum One: Render Images

Find the 3D file at wildcardcorp.com/operahouse



Wildcard plans to restore the original facade of the Opera House. The drawing overlaid here gives a preview of what we could not do justice to with just a 3D image.

The second floor interior of the Opera House venue.

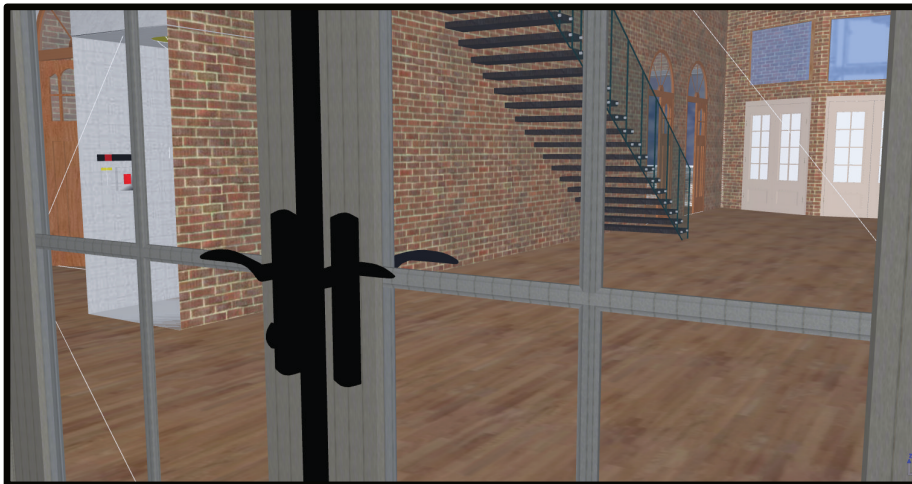


Outdoor service area and seating for Andrae's Biergarten, with a spiral staircase to the second floor balcony.

Addendum One: Render Images

Find the 3D file at wildcardcorp.com/operahouse

Balcony seating in Andrae's Biergarten.



A view into the first floor interior of the Opera House venue with an elevator to the left and stair access.

The second floor interior of the Opera House venue, Andrae's Biergarten, and the expanded green space.



Thank you! Wildcard thanks The City of Stevens Point for taking the time to evaluate our proposal for the purchase of the Historic Fox Theatre. It is our goal to revitalize the Opera House as the heart of the downtown community. We look forward to working with you on this project.



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Andrew W. Green
DBGreen, LLC
605 N Maple Bluff Ct
Stevens Point, WI
54482

(715) 459-6107
dbgreen.llc@charter.net

12 June 2020

Ryan J. Kernosky, MPA
Director of Community Development/Redevelopment
Authority
City of Stevens Point
1515 Strongs Ave.
Stevens Point, WI
54481

Reference: City of Stevens Point, Fox Theater RFP

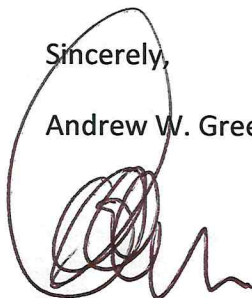
Dear Mr. Kernosky,

Thank you for inviting us to submit an RFP to develop the Fox Theater property. Enclosed please find twenty (20) copies of our response to your RFP.

We appreciate the opportunity and hope that we can work together on this important project

Sincerely,

Andrew W. Green

A handwritten signature in dark ink, consisting of a large, stylized 'A' followed by a series of loops and a trailing flourish.

Owner
DBGreen, LLC

Proposal for the Purchase and Development of the
Historic Fox Theater
1116-1128 Main Street
Stevens Point, WI



DBGreen, LLC
605 N. Maple Bluff Ct.
Stevens Point, WI
54482

Andrew W. Green
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Executive Summary

DBGreen, LLC is a Stevens Point based Commercial Real Estate development company that focuses on the restoration and rehabilitation of Historic properties. They will use their extensive knowledge and experience to successfully transform the vacant Fox Theater building back to being the focal point of the Downtown.

DBGreen, LLC is wholly owned by Stevens Point residents Andrew and Beth Green.

DBGreen currently owns two properties on Main Street with a combined total 20,000 square feet of mixed-use tenant space, consisting of standard and ultra-luxury apartments, office, and retail.

913 Main Street - Constructed 1885



1055 Main Street* – Constructed 1905



*Note: 1055 Main Street was constructed by G.F. Andre, who also constructed the Fox Theater.

Relevant Experience

\$ 1MM Historical Restoration of the Andre Building, 1055 Main Street

DBGreen, LLC acquired the Andre Building in 2015 with plans to develop the Historic property. The building had been vacant for a period of four (4) years at the time of purchase. After extensive research into the Historical details of the building, DBGreen teamed with Jackson Case, Architect to begin the design process to transform the tired building into a beautifully restored 17,000 mixed use building.

Andrew Green, owner of DBGreen, LLC, worked closely with the Wisconsin Historical Society and the National Park Service to obtain the necessary permits and approvals required for the Rehabilitation. The process was arduous, but the end results were spectacular.

The building was restored to the period of original construction, circa 1905. This required the removal and replacement of the entire lower façade of the building which had received numerous changes over the years (at the time called “modernizations”). An exact replica of the original façade was designed and created which included copies of original columns, long since been removed. Scale drawings were created by interpreting historic photographs and then the replica columns were custom fabricated and installed.

One enhancement to the original building function was the construction of three (3) beautiful luxury apartments that utilize the existing historic features. Jackson Case, Architect served as the Project Manager and his company, Guzman Case Corporation performed much of the work on the building.

Entities associated with the Historic Restoration of 1055 Main Street

City of Stevens Point

Michael Ostrowski - Director of Community Development / Redevelopment Authority
Kyle Kearns - Associate Planner / Zoning Administrator

The Pineries Bank

Rachael A Gadbois
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Phone: (715) 341-5600
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The Wisconsin Historical Society

Jen Davel
Deputy State Historic Preservation Officer
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Email: Jen.Davel@wisconsinhistory.org

National Park Service

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Wisconsin Economic Development Corporation

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Guzman Case Corporation

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Proposed Organizational Structure for the Rehabilitation of the Fox Theater Project:

Andrew Green, Owner, DBGreen, LLC

Andrew holds a Degree in Mechanical Engineering from the University of New Brunswick, Fredericton, New Brunswick, Canada and has worked in the food manufacturing industry in the Engineering/Management area for over 30 years. He has managed numerous multi-million-dollar projects globally.

Jackson Case, President and Architect – Guzman Case Corporation

Jackson is the President and owner of Guzman Case Corporation. With over 28 years of experience in design and construction, Jackson brings the expertise and experience needed to ensure a successful project completion.

“The Vision” of DBGreen for the Fox

Simply stated, perform an Historical Rehabilitation to the Fox Theater building so that it again becomes a focal point of the Downtown. Doing so will add to the vibrancy of the Downtown, increase the tax base for the City, and Preserve a landmark for future generations. While this is simple to state, it is difficult to implement and requires a firm with the experience and track record of DBGreen to be successful.

The Approach

The Fox Building encompasses 3 street addresses – 1116, 1124 and 1128 Main Street, with 1116 being the retail unit to the left of the Fox Theater entrance, 1128 being the retail unit to the right of the Fox Theater entrance, and 1124 being the Fox Theater itself and for this discussion includes the Hall on the second floor. The intention is to retain the Fox Theater historical design features that date back to 1941, and to restore the rest of the façade to the period of original construction in a phased approach as follows:

Phase I

Restoration of the front façade

1. Repair and repaint the original decorative metal work.
2. Repaint the words “Opera House” which can still be seen on the brickwork.
3. Remove the previous modifications performed to the retail units 1116 and 1128 façades.
4. Install a re-creation of the original façade on each retail unit.
5. Repair and tuckpoint the existing brick wall.
6. Repaint and repair as necessary the Fox Theater marquee.

Restoration of the Rear Façade

1. Complete the demolition of the East and West stub walls of the Theater back as far as the North wall of the building.
2. Infill all unused openings.

3. Install one (1) new double wide industrial door in unit 1124 and replace the exit doors in units 1116 and 1128.
4. Repair and tuckpoint the existing brick wall.
5. Install concrete exit pads for three (3) exits.

Phase II

Infrastructure

1. Repair roof membrane
2. Install new electrical distribution with separate metering to each unit
3. Pavement – install at rear of building

Construct White Box Retail Units in 1116 and 1128 Main Street

1. Install new/replace all electrical, lighting, HVAC, plumbing
2. Construct unisex washroom
3. Repair and refinish original hardwood floors
4. Repair/replace ceiling and wall surfaces
5. Install new trim work
6. Paint and finish
7. Construct window display

Phase III

Restoration and renovation of 1124 Main Street entrance and second floor Hall

The form, fit and finish of this space will be determined by the requirements of a future secured tenant, which could include, but not be limited to, any of the following types:

Wedding Venue/Reception Hall
Dining
Specialty Food Store
Performing Arts School
Museum
Luxury Apartments

Project Costs and Financial Requirements

The projected capital costs are as follows:

Phase	Description	Budget - Est
I	Façade - Front	\$ 176,755
I	Façade - Rear	\$ 64,975
II	Infrastructure	\$ 40,000
II	Retail 1	\$ 79,270
II	Retail 2	\$ 79,270
III	Theater Entrance and second floor Hall	\$ 100K to \$ 400K
	Totals	\$ 440,269
		(does not include Phase III)

DBGreen is proposing that the property be purchased from the City for an amount of one dollar (\$1). As a business proposition, the project would still not be financially attractive. To upgrade the façade and get the 2 retail spaces running, the project will generate a net projected operating loss of (\$ 18,996).

That said, there is an option to make this project marginally financially attractive which is:

Do nothing to restore the Historical character of the building and renovate/freshen the inside of the Retail units only.

- This is not an ideal situation and does nothing for the Downtown nor the City.
- It does not address the deficiencies in the façade front or back.
- This will not be as attractive to the type of tenants that will benefit the downtown.

Even with this compromise, this is projected to yield an annual operating profit of \$ 1,944 before interest, taxes, depreciation, reserves for future maintenance.

It is felt that this is not a good option for all parties involved, both from a Historical standpoint and the ability to generate income.

Clearly, financial assistance is required to make this a successful project for all parties, therefore DBGreen is requesting assistance from the City to make this happen. It is felt that the Economic Development Department can source grants to assist the project. Sources of funding could include the City Façade Grant, WEDC grants, Federal grants, and/or funding from the City of Stevens Point.

To be a marginal income generating project for DBGreen, the financials would need to look something like the following*:

Phase	Description	Budget - Est	Façade Grant	Grants for Façade- State/City	Grants for Retail Rehabilitation -
I	Façade - Front	\$ 176,755	\$ 70,702	\$ 106,053	
I	Façade - Rear	\$ 64,975	\$ 25,990	\$ 38,985	
II	Infrastructure	\$ 25,000		\$ 25,000	
II	Retail 1	\$ 79,270			\$ 59,452
II	Retail 2	\$ 79,270			\$ 59,452
III	Theater Entrance and second floor Hall	\$ 100K to \$ 400K			
	Totals	\$ 425,269	\$ 96,692	\$ 170,038	\$ 118,904
		(does not include Phase III)			

*Note – this does not include Phase III, development of the second floor of 1124 Main Street. That project would have to stand on its own.

DBGreen is interested in working with the City to explore any combination of scope changes and financial incentives to arrive at a solution that works for both parties.

In Summary:

DBGreen has the ability and the proven track record to take on the Rehabilitation of the Fox Theater and drive it to a successful completion, meeting all requirements set forth in the RFP.

As an income generating project, it is not viable even if operated at a break even.

DBGreen believes that a successful project can result by working with the City to explore project scope changes and/or financing and is requesting that opportunity.

To Follow:

- Photographs of the 1055 Main Street restoration project
- Color renderings of the proposed façade.
- Additional historical background