

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

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

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

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

**August 18, 2025
7:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 846 9736 9861 | Passcode: 722295

By Computer: [Zoom Link](#)

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

Agenda

1. Roll Call.
2. Salute to the Flag and Mayor's opening remarks.
3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.
4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.

Consideration and Possible Action on the Following:

5. Consent Agenda:
 - a. Minutes of the Common Council Meeting of July 21, 2025.
 - b. Actions of the Police and Fire Commission meeting of August 7, 2025:
 3. Approval of minutes.
 4. Confirmation of bills.
 5. Discussion on the process to hire a new Police Chief upon or before the current Police Chief's retirement.
 9. Discussion, with possible action, on moving forward with the employment of Entry-level firefighters/paramedics.
 10. Discussion, with possible action, on the ability to run an Internal/External Assessment Center for an Assistant Chief of EMS position within the Stevens Point Fire Department.
 - c. Actions of the Park Commission meeting of August 6, 2025:
 2. Approval of June 4, 2025 meeting minutes.
 4. Goerke Park master plan draft concept.
 - d. Minutes and Actions of the Plan Commission meeting of August 4, 2025:

7. A request from the Redevelopment Authority of the City of Stevens Point to transfer ownership of Parcels 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814 to the Redevelopment Authority of the City of Stevens Point.
 8. Selection of a Vice Chair for the City Plan Commission.
 9. Staff Update: Zoning Code Rewrite.
 10. Director's Report.
- e. Actions of the Board of Water and Sewerage Commissioners meeting of August 11, 2025:
 2. Approval of minutes.
 3. Approval of department claims.
 - f. Actions of the Airport Commission meeting of August 11, 2025:
 2. Approval of minutes.
 3. Approval of department claims.
 4. Adjustment of new lease rates for 2026.
 - g. Minutes and Actions of the Personnel Committee meeting of August 11, 2025:
 3. Director Kremer request to reclassify Park Technician to Horticulturist.
 4. Requests for known 2026 out-of-state travel per Administrative Policy 3.05.
 - h. Minutes of the Board of Public Works meeting of August 11, 2025.
 - i. Minutes and Actions of the Public Policy and General Government meeting of August 11, 2025:
 2. License List.
 3. Request to Hold Event/Street closing.
 - j. Minutes and Actions of the Finance Committee meeting of August 11, 2025:
 9. Approval of proposal for Phase II Environmental Site Assessment Services for City Hall – Stantec Consulting Services Inc.
 10. Approval of request to obtain design services for subdivision infrastructure in Tax Incremental Financing District (TID) 11.
 12. Approval of Claims Paid.
 - k. Statutory Monthly Financial Report by Comptroller/Treasurer.
6. Presentation on the 2025 Annual Assessment Report.
 7. Naming of parcel #'s 281240832403401, 281240832403305, and 281240832403308 (approximately 1.2 acres) to Leary Park in honor of Herb and Theresa Leary, as requested by the Friends of 2713 and John Kedrowski.
 8. Resolution - A request from Patrick Kelly, representing the Jehovah's Witnesses Stevens Point Congregation, for a sign variance to install a freestanding sign on the property located at 3600 North Point Drive (Parcel ID 281240822330001), consistent with Ch. 25.14.
 9. Resolution - A request from Victor Baeten, representing Stevens Point WI LLC, to rezone the properties located at 3383 Hoover Road (Parcel ID 281230802301117), 5278 County Road HH (Parcel ID 281230802301118), and an unaddressed parcel bounded by County Road HH (Parcel ID 281230802301119) from the "R-1" Suburban Single-Family Residence District to the "B-4" Commercial District.

10. Ordinance Amendment - Request to amend Section 3.29 of the Revised Municipal Code, Board of Police and Fire Commissioners - Compensation for Police and Fire Commissioners.
11. Resolution - Combination of two or more wards for voting purposes to facilitate the use of common polling places.
12. Ordinance Amendment - Chapter 15, Section 15.03 as it relates to polling locations.
13. To award the Fall Paving Project #25-103 to Stuczynski Trucking & Excavating, Inc. out of Stevens Point, Wisconsin for an amount not to exceed \$895,721.78.
14. To award the Concrete Pavement Repair Project #25-106 to Vinton Construction Company out of Two Rivers for an amount not to exceed \$204,855.25.
15. Ordinance Amendment - To approve the amendments in Chapter 9, Section 9.05 as it relates to parking.
16. Ordinance Amendment - Chapter 9, Section 9.01 and 9.20 as it relates to Provisions of State Traffic Law Adopted by Reference and Unnecessary Acceleration.
17. Disallowance of Claim: Melissa Clendenning-Tripped and fell in City-owned parking lot.
18. Request from the Redevelopment Authority of the City of Stevens Point to adopt a Blight Determination Resolution and transfer ownership of the Shopko Properties (Parcels 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814) to the Redevelopment Authority of the City of Stevens Point
19. Notice of release of letter of intent and request to release request for proposals for the former Edgewater Manor (Parcel 281240832201937) and adjacent property (Parcel 281240832201938).
20. Request for public input on a draft Chapter 1 of the Comprehensive Plan and acceptance to place on file/make available for additional public input.
21. Approval of a Letter of Intent – Forest Creek Subdivision Lot Reservation & Marketing Program
22. Discussion on the replacement City Hall on the 1039 Ellis Street parcel and action on building a new facility or renovating the current building at that site. (Forwarded from Finance without recommendation.)
23. Approval of proposal for Design and Architecture Services for City Hall – Somerville Inc. Architects and Engineers.
24. Discussion on the below Closed Session item (Negotiating an amendment to a development agreement in Tax Incremental Financing District (TID) 10).
25. Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, relating to the following:

A. Negotiating an amendment to a development agreement in Tax Incremental Financing

District (TID) 10.

26. Reconvene for possible action on the above-referenced closed session item.
27. Adjournment.

RMC – Revised Municipal Code

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

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

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

**OR
Zoom Teleconferencing**

**July 21, 2025
7:00 PM**

1. Roll Call.

Present:

Ald. Morrow, Buse, Lang, Shuda, Kneebone, Steinmetz, Birr, Keymer, Guthrie, Christianson.

Excused:

Ald. Broderick.

Others Present:

Mayor Wiza, Clerk Pagel, C/T Ladick, Director Kivela, Director Lemke, Attorney Beveridge, H/R Manager Frasch, Director Beduhn, Director Kremer, Chief Moody.

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.

Andrea Olson, 410 Franklin Street, spoke about street improvement projects as it relates to safety, sidewalks, boulevards, plowing and parking. Ms. Olson also spoke against moving City Hall into the 1039 Ellis Street location.

Consideration and Possible Action on the Following:

5. Consent Agenda:

- a. Minutes of the Common Council Meeting of June 16, 2025 and Special Common Council Meeting of July 9, 2025.**
- b. Minutes of the Police and Fire Commission special meeting of May 28, 2025.**

Minutes and Actions of the Police and Fire Commission meeting of June 5, 2025:

- 3. Approval of Minutes.**
- 4. Confirmation of Bills.**

Minutes and Actions of the Police and Fire Commission special meeting of June 24, 2025:

- 2. Approval of Minutes.**
- 3. Discussion, with possible action, on moving forward with the employment of entry-level Firefighters/Paramedics.**

Minutes and Actions of the Police and Fire Commission meeting of July 10, 2025:

- 3. Approval of Minutes.**
- 4. Confirmation of Bills.**
- 6. Discussion, with possible action, to approve Officer Lucas Hughes to permanent status, effective August 5th, upon successful completion of his 1.5 year probational period.**
- 7. Discussion, with possible action, to approve a conditional offer of employment from the Stevens Point Police Department to Daniel King and Kayla Chaffin upon successful completion of their psychological and medical exams.**
- 8. Discussion, with possible action, to accept a donation from Giving Back, Inc. (a non-profit organization), to assist with the purchase of epi pens for police officers and squad cars.**
- 12. Enter into open session to take action on closed session Item A (Discussion on refunding costs of preliminary employment screening to a former FD employee) and Item B (Discussion of possible joint development partnership and sharing of building space for a new emergency services training facility).**

c. Minutes and Actions of the Plan Commission meeting of July 7, 2025:

- 2. Report of the June 2, 2025 meeting of the City Plan Commission.**
- 8. Director's Report.**

d. Minutes and Actions of the Board of Water and Sewerage Commissioners meeting of July 14, 2025:

- 2. Approval of minutes.**
- 3. Approval of department claims.**
- 4. 2024 Audit Presentation by Baker Tilly.**
- 6. Purchase of new mowing equipment.**
- 8. Use of unspent wages on contracted services.**

Minutes and Actions of the Board of Water and Sewerage Commission meeting of July 16, 2025:

- 2. Consideration and possible action on the purchase of property located at and adjacent to 1909 Cypress Ave.**

e. Minutes and Actions of the Airport Commission meeting of July 14, 2025:

- 2. Approval of minutes.**
- 3. Approval of department claims.**
- 4. 2024 Audit Presentation by Baker Tilly.**

f. Minutes and Actions of the Transportation Commission of July 14, 2025:

- 2. Approval of June 9, 2025 Minutes.**
- 3. Approval of June 2025 Financial/Claims Report.**
- 4. Approval of Title VI Plan.**

g. Minutes and Actions of the Personnel Committee meeting of July 14, 2025:

- 2. Request to renew onsite annual flu vaccine services with Aspirus Health Group, Inc.**

h. Minutes of the Board of Public Works meeting of July 14, 2025.

i. Minutes and Actions of the Public Policy and General Government meeting of July 14, 2025:

- 2. License List.**
- 3. Request to Hold Event/Street closing.**

j. Minutes and Actions of the Finance Committee meeting of July 14, 2025:

- 5. Approval of funding for the repair of a gate at the Forest Cemetery.**

6. **Approval of funding for Badger Books election equipment.**
7. **Approval of contract renewal with Forward Appraisal LLC for property assessment services.**
8. **Approval of contract with Forward Appraisal LLC for conducting a citywide revaluation.**
9. **Approval of modifications to the relocation assistance program for former Edgewater Manor residents.**
10. **Approval of change order with AECOM to extend the project limits of the Business 51 North segment reconstruction to Briggs Street.**
11. **Approval of Claims Paid.**
12. **Discussion of possible joint development partnership and sharing of building space for a new emergency services training facility.**

k. Statutory Monthly Financial Report by Comptroller/Treasurer.

Ald. Keymer moved, Ald. Morrow seconded, to approve the consent agenda.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Birr, Steinmetz, Kneebone, Shuda, Lang, Buse, Morrow.

Nays: None. Motion carried.

6. Resolution for the adoption of the Stevens Point Urban Area Sewer Service Area Plan 2040.

Ald. Lang moved, Ald. Morrow seconded, to approve the resolution.

Call for the vote: Ayes: Morrow, Buse, Lang, Shuda, Kneebone, Steinmetz, Birr, Keymer, Guthrie, Christianson.

Nays: None. Motion carried.

7. A request to enter into a sponsor-only agreement with the Wisconsin Bureau of Aeronautics for the Airports current Master Plan Project.

Ald. Kneebone moved, Ald. Shuda seconded, to approve the request.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Birr, Steinmetz, Kneebone, Shuda, Lang, Buse, Morrow.

Nays: None. Motion carried.

8. Revised right of way plat and relocation order for the south segment of Business 51/Church Street.

Ald. Buse moved, Ald. Lang seconded, to approve.

Call for the vote: Ayes: Morrow, Buse, Lang, Shuda, Kneebone, Steinmetz, Birr, Keymer, Guthrie, Christianson.

Nays: None. Motion carried.

9. To approve the Relocation Order and Right-of-Way Plat to extend the Business 51 Reconstruction Project limits on the north segment between Franklin Street and Briggs

Street.

Ald. Christianson moved, Ald. Keymer seconded, to approve.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Birr, Steinmetz, Kneebone, Shuda, Lang, Buse, Morrow.

Nays: None. Motion carried.

10. To award the Pavement Maintenance Project #25-104 to Fahrner Asphalt Sealers of Wisconsin in an amount not to exceed \$195,988.75.

Ald. Morrow moved, Ald. Birr seconded, to approve the award.

Call for the vote: Ayes: Morrow, Buse, Lang, Shuda, Kneebone, Steinmetz, Birr, Keymer, Guthrie, Christianson.

Nays: None. Motion carried.

11. Request for Limited-Term Increase in Hours – Cody Hoffman, Electrical Inspector.

Ald. Steinmetz moved, Ald. Birr seconded, to approve the request.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Birr, Steinmetz, Kneebone, Shuda, Lang, Buse, Morrow.

Nays: None. Motion carried.

12. A request from the City of Stevens Point to acquire the property located at 1909 Cypress Street (Parcel ID 281240832300402) and two unaddressed parcels off of Cypress Street (Parcel ID 281240832300303 & 281240832300403).

Ald. Kneebone spoke to public transparency due to knowing the executor of the estate. Ald. Kneebone spoke about not having a vested interest in the property,

Ald. Lang moved, Ald. Steinmetz seconded, to approve the request.

Call for the vote: Ayes: Morrow, Buse, Lang, Shuda, Kneebone, Steinmetz, Birr, Keymer, Guthrie, Christianson.

Nays: None. Motion carried.

13. A request from Jason Nguyen & Kirsten Miller to annex the property located at 1213 Torun Road (Parcel ID 020240814-11.06) from the Town of Hull to the City of Stevens Point.

Ald. Shuda moved, Ald. Steinmetz seconded, to approve the request.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Birr, Steinmetz, Kneebone, Shuda, Lang, Buse, Morrow.

Nays: None. Motion carried.

14. Disallowance of Claim-Suhyoon Bae-Damage to vehicle from rocks.

Ald. Morrow moved, Ald. Buse seconded, to deny the claim.

Call for the vote: Ayes: Morrow, Buse, Lang, Shuda, Kneebone, Steinmetz, Birr, Keymer, Guthrie, Christianson.

Nays: None. Motion carried.

15. Adjournment.

Meeting adjourned at 7:25 p.m.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF AUGUST 7, 2025, at 1:00 PM**

1. **Roll Call:** Commissioners Behrendt, Kirschling, Mrozek, Pingel, Zenner

Also Present: Police Chief Kussow, Fire Chief Moody, Mayor Wiza, Ast. Chief Rottier, Ast. Chief Williams, Ast. Chief Zvara, Ast. Chief Gemza, Division Chief Sinner, Lieutenant Johnson, Lieutenant Mueller, City Attorney Beveridge, Comptroller/Treasurer Ladick, HR Manager Frasch, Alderperson Kneebone, Alderperson Christiansen, RB Supervisor Tork, Jerry Moore, Robert Ostrowski
2. **President's Report**
3. **Approval of Minutes**

Commissioner Mrozek moved, seconded by Commissioner Zenner.

Ayes, all; nays, none. Motion carried.
4. **Confirmation of Bills**

Commissioner Behrendt moved, seconded by Commissioner Mrozek.

Ayes, all; nays, none. Motion carried.
5. **Discussion on the process to hire a new Police Chief upon or before the current Police Chief's retirement.**

Tentative schedule below:
Week of August 18 – hiring meeting
August 21 – open application process
September 19 – close application process (Commissioner Zenner and RB Supervisor Tork go through applications)
Week of October 6 – interviews (3-5 candidates)
End of November – send out offer
6. **Comments from Mayor Wiza related to Stevens Point and Park Ridge developing a Fire District, with possible discussion.**
7. **Follow-up from Comptroller/Treasurer Ladick regarding joint Fire District discussion.**

8. Police Chief Report.

Commissioner Zenner moved, seconded by Commissioner Kirschling.

Ayes, all; nays, none. Motion carried.

9. Discussion, with possible action, on moving forward with the employment of Entry-level firefighters/paramedics.

Commissioner Mrozek moved, seconded by Commissioner Zenner.

Ayes, all; nays, none. Motion carried.

10. Discussion, with possible action, on the ability to run an Internal/External Assessment Center for an Assistant Chief of EMS position within the Stevens Point Fire Department.

Commissioner Mrozek moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

11. Fire Chief Report/EMS Report/EM Report

Commissioner Kirschling moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.

12. Adjournment.

The meeting adjourned at 3:10 p.m.

REGULAR MEETING MINUTES

Board of Park Commissioners

August 6, 2025 - 6:30 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

OR

[Zoom Teleconferencing](#)

Meeting ID: 847 0967 2800 | Passcode: 880399

By Computer: [Join](#)

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

Discussion and Possible Action on:

1. Roll Call.

Present: Alder Buse, Freckmann, Disher, Glodosky, Alder Keymer, McDonald, Okonek, Przybylski, Sorenson, Winn

Excused: Alder Broderick

Also Present: Alder Dean Shuda, Kathy Chiszo, Council President Marc Christianson, Archie Sawyer, Trina Dorn, Danielle Belesky, Meg Erler, Kin Fiers, Mayor Mike Wiza, Chris Wiza, Steve McKay

2. Approval of June 4, 2025 meeting minutes

Motion to approve June 4, 2025 meeting minutes by Glodosky, second by Przybylski; passed 10-0.

3. Naming of parcel #'s 281240832403401, 281240832403305, and 281240832403308 (approximately 1.2 acres) to Leary Park in honor of Herb and Theresa Leary, as requested by the Friends of 2713 and John Kedrowski.

Motion to approve naming of parcels to Leary Park in honor of Herb and Theresa Leary, as requested by the Friends of 2713 and John Kedrowski by Alder Keymer, second by McDonald; passed 10-0.

4. Goerke Park master plan draft concept.

Motion to move toward the pricing stage of the Goerke Park master plan draft concept by Disher, second by McDonald; motion passed 10-0.

5. Director's Report

1. 40 years of service on the Park Commission - Liz McDonald (8/9/1985–8/9/2025)

2. Riverfront Rendezvous recap

3. Park Technician position vacancy

- Jonathan Hankins last day was 8/1/2025; he transferred to the Utility

Department.

No action.

6. Adjournment.

Meeting adjourned at 7:21 pm.



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

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

Members

- Mayor Wiza
- Alderperson Kneebone
- Commissioner Arntsen
- Commissioner Beacom
- Commissioner Miskowiak
- Commissioner Rice
- Commissioner Schuler

MINUTES

CITY PLAN COMMISSION

Date and Time:	August 4, 2025 6:00 PM	Location:	Community Room 933 Michigan Avenue, Stevens Point, WI
			<u>OR</u>
			<u>Zoom Teleconferencing</u>
			Meeting ID: 842 4562 6212
			Passcode: 708686
			<u>By Computer:</u>
			https://us02web.zoom.us/j/84245626212?pwd=tebnKDH0d6lO0wn35pJCv
			<u>By Phone:</u> +1-312-626-6799 (US Chicago)

Opening Section:

1. Roll Call

- Meeting called to order at 6:00PM.
- Members present: Mayor Wiza, Alder Kneebone, Commissioners Arntsen, Rice, Schuler
- Members excused: Commissioners Beacom, Miskowiak

Discussion and Possible Action on:

2. Report of the July 7, 2025 meeting of the City Plan Commission.
 - Background: Action will be delayed on the Report of the July 2, 2025 meeting of the City Plan Commission until September's meeting.
3. A request from Patrick Kelly, representing the Jehovah's Witnesses Stevens Point Congregation, for a sign variance to install a freestanding sign on the property located at 3600 North Point Drive (Parcel ID 281240822330001), consistent with Ch. 25.14.

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

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

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

- Background: Associate Planner / Zoning Administrator Kuhn presents background information regarding the request, which is included in the agenda packet. Staff recommendation is to approve the request per staff recommendations.
 - Discussion:
 - Schuler requests additional information regarding the existing sign materials and planned sign. Kuhn and the applicant answer.
 - Motion: Schuler moves approval of the request subject to staff conditions.
 - Second: Arntsen seconds.
 - Discussion: No further discussion.
 - Vote: Unanimous approval.
4. Public Hearing and action on a request from Victor Baeten, representing Stevens Point WI LLC, to rezone the properties located at 3383 Hoover Road (Parcel ID 281230802301117), 5278 County Road HH (Parcel ID 281230802301118), and an unaddressed parcel bounded by County Road HH (Parcel ID 281230802301119) from the “R-1” Suburban Single-Family Residence District to the “B-4” Commercial District.
- Background: Kuhn provides background information regarding the rezoning request, included in the agenda packet. Staff recommendation is to approve the rezoning request.
 - Discussion:
 - Wiza clarifies that the requester held a public information meeting in June 2025.
 - Public Hearing:
 - DeeAnn Donahue, 3395 Howard Avenue, speaks in opposition to the rezoning request.
 - Joe Donahue, 3395 Howard Avenue, speaks in opposition to the rezoning request.
 - Jocelyn Donahue-Renfert, 3349 Orchid Lane, speaks in opposition to rezoning the entire parcel to the designated district.
 - Susan Kudronowicz, W17329 Two Mile Rd, Tigerton, WI, former resident of the parcel, speaks in support of the rezoning request.
 - Savannah Hebior, 5272 Forest Circle S, speaks in opposition to the rezoning request.
 - Eric Renfert, 3349 Orchid Lane, speaks in opposition to the rezoning request.
 - Alicia Skrenes, 3516 Forest Circle, speaks in opposition to the rezoning request.
 - Dorothy Mason, 5279 Cty HH, speaks in support of the rezoning request.
 - Frank Ness, 3280 Howard Avenue, speaks in opposition to the rezoning request.
 - Michael Corrigan, 3271 Tulip Lane, speaks in opposition to the rezoning request.
 - Jenny Kang, Forest Circle S, speaks in opposition to the rezoning request.
 - Eric Reed, 3287 Howard Avenue, speaks in opposition to the rezoning request.
 - Stacy Kizewski, 5279 Forest Circle S, speaks in opposition to the rezoning request.
 - Danielle Wanta, 5271 Forest Circle S, speaks in opposition to the rezoning request.

- Jacob Giese, 5261 Forest Circle S, speaks in opposition to the rezoning request.
- Andrea Olson, 410 Franklin St, participating virtually, speaks in opposition to the rezoning request.
- Dale Steinmetz, District 6 Alder, thanks the residents, staff, commissioners, and developer for their background work and discussion regarding the request.
- Anastasia Wanta, 5271 Forest Circle S, speaks in opposition to the rezoning request.
- Elizabeth Trzebiatowski, ADDRESS, participating virtually, addresses that the parcel is located within the Village of Whiting wellfield, and speaks in opposition to the rezoning request.
- Tillie Hebior, 5272 Forest Circle S, speaks in opposition to the rezoning request.
- BJ Hermesen, Forest Circle S, participating virtually, speaks in opposition to the rezoning request.
- Marilyn Koepfel, 5283 Crocus Ct, speaks in opposition to the rezoning request.
- Jessica McCaffrey, 3249 Sunflower Road, speaks in opposition to the rezoning request.
- Discussion:
 - Wiza responds to the residents' remarks.
 - Arntsen
- Motion: Arntsen moves to deny the rezoning request.
- Second: Kneebone seconds.
- Discussion:
 - Arntsen argues that the rezoning request can allow for land uses that are prohibited in the Village of Whiting's groundwater protection ordinance and should be denied.
 - Wiza asks Kuhn if there are existing fuel stations in the City's groundwater protection ordinance, Kuhn answers.
 - Schuler asks if the City Attorney can offer any clarification on jurisdiction since the property is within the City and also within the Village's groundwater protection Zone A.
 - Attorney Beveridge responds citing factors and review standards from the City's zoning code.
 - Schuler inquires about the groundwater protection ordinance established by the City; Kuhn responds, and Public Utilities Director Lemke adds some clarity.
 - Wiza sites past correspondence former Village President Curtis regarding the Village of Whiting groundwater protection ordinance.
 - Wiza addresses the commercial designation based on adjacency to arterial roads.
 - Rice asks if any requests to subdivide the parcel have been processed, raising concerns about potentials for conflict on the site; Wiza and Kuhn answer.
 - Schuler thanks the residents for their input, and responds to resident concerns citing the drafted revision to the comprehensive plan for the Southeast Planning Area.

- Kuhn asks if the concerns would be addressed if the rezoning request only applies to particular lots in the preliminary certified survey map; Kuhn further explains restrictions imposed by the zoning designation and restrictions imposed by the groundwater protection ordinance.
 - Kneebone comments on the transition from commercial designations to residential designations, and recommends the proposal come back to the commission considering the transition.
 - Kuhn responds that the commission could take action on designating only specific lots in the preliminary certified survey map included in the packet.
 - The applicant responds to the concerns of the residents, stating that there are additional appropriate uses in the B4 designation for residential property in the remainder of the parcel.
 - Vote: Wiza, no; Kneebone, yes; Rice, yes; Schuler, yes; Arntsen, yes; vote is 4-1, motion carries, the denial carries.
5. Presentation by Somerville Inc. on the preliminary planning and design progress for a potential new City Hall, with 1039 Ellis Street currently under consideration as a possible site.
- Background: Representatives from Somerville Inc. present on the preliminary planning and design process for a prospective new City Hall.
6. Discussion on preliminary planning and design progress for a potential new City Hall, with 1039 Ellis Street currently under consideration as a possible site.
- Discussion:
 - Rice asks about what alternatives for expansion may have been evaluated; Wiza responds.
 - Alder Morrow, District 11, speaks in favor of the demolition and build new option.
 - Schuler inquires about the costs of demolition; Somerville explains how the costs of demolition and abatement are included in the projections.
7. A request from the Redevelopment Authority of the City of Stevens Point to transfer ownership of Parcels 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814 to the Redevelopment Authority of the City of Stevens Point.
- Background: Neighborhood Planner Klesmith and Director Kivela provide background information regarding the request and recommend that the commission recommend approval of the resolution and transfer of all parcels presented.
 - Motion: Schuler moves to approve the request as presented.
 - Second: Rice seconds.
 - Discussion: No discussion.
 - Vote: Unanimous approval.
8. Selection of a Vice Chair for the City Plan Commission.
- Background: Wiza opens nominations for Vice Chair.
 - Schuler nominates Kneebone as Vice Chair. No other nominations received.
 - Motion: Rice moves approval of Kneebone as Vice Chair.
 - Second: Schuler seconds.
 - Discussion: No further discussion.
 - Vote: Unanimous approval.

9. Staff Update: Zoning Code Rewrite.

- Background: Kuhn provides an update regarding the zoning code rewrite.
- Discussion:
 - Andrea Olson comments on the viability of the surveying utilized in the zoning code rewrite process.

10. Director's Report.

- Background: Director Kivela provides an oral recount of the written report included in the agenda packet.
 - Schuler requests additional information regarding the Portage County Business Park Business Improvement District update; Kivela answers.

Closing Section:

11. Adjourn

- Meeting adjourned at 9:32PM.

**City of Stevens Point
Board of Water and Sewerage Commissioners
August 11, 2025 - 12:00 PM**

**Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI**

**OR
Zoom Teleconferencing**

Meeting ID: 820 26885705

By Computer: <https://us02web.zoom.us/j/82026885705>

By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT: Paul Adamski, Carl Rasmussen, Mae Nachman and Anna Haines

EXCUSED ABSENCE: Ray Schmidt

ALSO PRESENT: Joel Lemke, Jennifer Schmeiser, Eric Southworth, Jason Draheim and Jaime Zdroik

2. Approval of Minutes

Motion made by Mae Nachman, seconded by Anna Haines to approve the July 14, 2025 and July 16, 2025 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Carl Rasmussen, seconded by Anna Haines to approve the department claims for the month of July 2025 as audited and read.

Ayes all. Nays none. Motion carried.

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

Eric stated monitoring well sampling was completed in July. We are getting the sampling results back now from UWSP. The Service Department is currently working on large meter testing. The Washington Avenue utilities should be completed before Labor Day.

5. Sewage Treatment Operations Report - *Chris Lefebvre*

The Commission reviewed Chris's memo and reports provided in the meeting packet. Joel added that the biosolids dryer was taken apart to try to find out how the fire started. They were unable to determine the exact cause. They are making a couple of small

repairs and are putting it back together. They will start the dryer back up and see how it goes.

6. Construction and Maintenance Report - *Shane Kohnen*

The Commission reviewed the monthly report included in the meeting packet. Joel stated that they hired a couple of employees, and they are currently being trained. The reconstruction projects are going well and are mostly on-schedule.

7. Directors Report - *Joel Lemke*

Joel had nothing to discuss.

8. Adjournment.

Motion made by Anna Haines to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:06 P.M.

REPORT TO THE AUGUST 11, 2025
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of July 1, 2025

\$ 3,476,745.99

Bank deposits recorded in July 2025

\$ 778,603.14

\$ 4,255,349.13

CHECKS ISSUED JULY 2025:

60283	Warren Worzalla	Salary	\$ 509.68
60284	Mae Nachman	Salary	\$ 64.41
60285	Community Foundation of Central WI	Employee Contribution	10.00
60286	United Way Of Portage County	United Way	67.69
60288	Baker Tilly Virchow Krause LLP	Rate Study, 2024 Audit	5,110.70
60289	City Of Stevens Point	Workers Comp Premiums	1,521.96
60290	Ferguson Waterworks #1476	Nipples	39.00
60291	Kamstrup Water Metering LLC	Annual Software Subscription	2,397.57
60292	Kramar	Annual back flow preventor inspection	1,860.00
60293	NAPA	Supplies for mower. Tools	55.97
60294	Kristopher J Spindler	Reimbursement-Jeans	74.34
60295	American Welding & Gas Inc	Supplies	877.60
60296	H&S Protection Systems Inc	Connect alarm panel to active phone line	87.34
60301	Springbrook Holding Company LLC	Professional Services for Work Orders	660.00
60303	Wood Street Rental LLC	Propane	39.00
60304	Advance Auto Parts	Supplies	18.58
60305	Aspirus Medical Group, Inc.	Wellness Program	49.00
60306	Avineon, Inc.	GIS Support	7,397.51
60308	City Of Stevens Point	Retirement, insurance & fuel, Asphalt & concrete-June 2025	36,689.43
60310	Dolce Digital Imaging	CCR Postcards	750.94
60311	Employee Resource Center	Monthly EAP Fees	50.83
60312	Fastenal Company	Locate paint	676.88
60313	Ferguson Waterworks #1476	Nipples	117.00
60314	First Supply LLC -Plover	PPE	251.70
60315	Gowey Abstract & Title Co.	Refund Check 040088-000, 917 Smith St.	18.10
60317	Hawkins Inc	Chemicals	5,041.01
60318	Jamar Company	Utility Garage Control Update	548.34
60319	Martelle Water Treatment	Aquadene chemicals	7,739.64
60320	Metron-Farnier LLC	Companion Flange	1,063.60
60322	Mastercard	Office supplies, Garage supplies, Rain gear-S. Soltice	1,674.79
60323	Premier Real Estate	Refund Check 041711-000, 3900 Doolittle Dr #3	31.68
60324	Mary Russell	Refund Check 013286-000, 1826 Minnesota Ave	44.20
60325	Securian Financial	MN Life Insurance Policy #002832L	251.23
60326	Spectrum Insurance Group LLC	Annual Vehicle Insurance	14,066.34
60327	Springbrook Holding Company LLC	Annual Maintenance-UB, AR, Cloud, IC, PO, Finance, WO, ESS, PR, Standard Professional Services, Civic Pay Transaction Fee	25,076.44
60328	Vestis	Rugs	46.82
60329	Wimme Sand & Gravel, Inc.	Yard material	391.39
60330	City Of Stevens Point	2025 Street Improvements Project #25-102	59,622.62
60332	Warren Worzalla	Salary	1,097.69
60333	Community Foundation of Central WI	Employee Contribution	10.00
60334	United Way Of Portage County	United Way	67.69
60335	AnSer	After hours answering service	195.00
60338	City Of Stevens Point	2025 Street Improvements Project #25-101	254,005.91
60340	Fastenal Company	PPE & supplies	208.67
60342	INFOSEND INC	Statement & notice printing	3,511.99
60344	SEH INC	Water St. Water Tower Alert Upgrade	575.00
60345	Strand Associates Inc	Professional Services June 1- June 30 2025 Well 12	22,004.49
60346	Teamsters Union Local 662	Union dues	1,753.00
60347	Mastercard	Mower/trimmer bracket, AWS Charges for GIS Server, Supplies for Airport, Garage supplies & tools, Springbrook Conference Expenses, 2025 Conference Registration	4,595.42

60349	City Of Stevens Point	Workers Comp Premiums	1,522.17		
60350	Clark Dietz	Professional Services May 31-June 27 2025 Street Project	1,976.67		
60351	Heartland Business Systems, LLC	Monthly Billing - July	202.83		
60353	SJE	Well 10 Troubleshoot Electrical Issue	592.38		
60354	Kristopher J Spindler	License renewal - K. Spindler	75.64		
60355	Strand Associates Inc	Professional Services June 1-June 30, 2025 Mich Ave Imp	756.67		
60357	Vestis	Rugs	46.82		
60363	Community Foundation of Central WI	Employee Contribution	10.00		
60364	United Way Of Portage County	United Way	67.69		
	Background Checks	Background Checks	14.00		
	Ferguson Waterworks #1476	Invoices paid online	8,583.00		
	Bank Fees	Bank Fees	3,026.03		
	WPS	Utility Charges	39,598.31		
	Payroll	Payroll	101,417.23		
	IRS & DOR PR Tax	Payroll Taxes	47,724.18		
	Verizon Cell & iPad Charges	Phone & iPad Charges	648.68		
	DOR Garnishment	Garnishment	9.66		
	HRA Admin Fees	Admin Fees	30.00		
	TOTAL EXPENSES LISTED		\$ 669,320.15	\$	669,320.15
	BALANCE ON HAND JULY 31, 2025			\$	3,586,028.98
		Balance on Hand		\$	3,586,028.98
		Plus uncleared checks		\$	18,439.51
		Less checks previously written clearing this month		\$	(76,140.84)
		Ending Cash Balance matching Bank Statements		\$	3,528,327.65

REPORT TO THE AUGUST 11, 2025
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of July 1, 2025
 Bank Deposits recorded in July 2025

\$	6,813,197.54
\$	755,773.09
\$	7,568,970.63

CHECKS ISSUED IN JULY 2025:

60287	Applied Industrial Tech Inc	Supplies	907.50
60288	Baker Tilly Virchow Krause LLP	2024 Audit, Rate Study	4,872.61
60289	City Of Stevens Point	Workers Comp Premiums	1,000.27
60292	Kramar	Annual back flow preventor inspection	600.00
60296	H&S Protection Systems Inc	Connect alarm panel to active phone line	87.33
60297	Hach Company	Chemicals	892.74
60298	Hawkins Inc	Chemicals	516.95
60299	Mulcahy Shaw Water Inc	TWAS Pumps	2,097.54
60300	Point of Beginning, Inc.	Soil investigation - New lift station	8,650.00
60301	Springbrook Holding Company LLC	Professional Services for Work Orders	660.00
60302	Trojan Technologies	UV Disinfection Replacement	54,930.80
60305	Aspirus Medical Group, Inc.	Wellness Program	49.00
60306	Avineon, Inc.	GIS Support	7,397.50
60308	City Of Stevens Point	Retirement, insurance & fuel	8,418.33
60309	CV Technology	Supplies	2,342.91
60311	Employee Resource Center	Monthly EAP Fees	23.92
60315	Gowey Abstract & Title Co	Refund Check 040088-000, 917 Smith St.	18.24
60316	Harter's Fox Valley Disposal	Dumpster Service	702.63
60318	Jamar Company	Utility Garage Control Update	548.33
60321	NCL of Wisconsin Inc	Lab supplies	666.71
60322	Mastercard	Rain gear--S. Solstice	79.99
60323	Premier Real Estate	Refund Check 041711-000, 3900 Doolittle Dr #3	33.80
60324	Mary Russell	Refund Check 013286-000, 1826 Minnesota Ave	44.77
60325	Securian Financial	MN Life Insurance Policy #002832L	97.34
60326	Spectrum Insurance Group LLC	Annual Vehicle Insurance	14,066.33
60327	Springbrook Holding Company LLC	Annual Maintenance-UB, AR, Cloud, IC, PO, Finance, WO, ESS, PR	14,868.81
60328	Vestis	Rugs & laundry services	219.13
60329	Wimme Sand & Gravel, Inc.	Yard material	391.39
60330	City Of Stevens Point	2024 Street Improvement Project #24-01 June 2025, 2025 Street Improvements Project #25-102	33,583.61
60336	AT&T	Phone charges	44.98
60337	BDP Industries	Belts for sludge press	4,378.50
60338	City Of Stevens Point	2025 Street Improvements Project #25-101	248,659.17
60343	Lubrication Engineers, Inc.	Lubricant	1,807.17
60347	Mastercard	AWS Charges for GIS Server, Tools & supplies, clear poly, cleaning supplies, office supplies, AWS charge for IT Pipes, Retirement gift-M. Zalewski, Conference expenses	3,280.46
60348	Arctic Air Refrigeration	Chiller repair	1,265.00
60349	City Of Stevens Point	Workers Comp Premiums	1,067.39
60350	Clark Dietz	Professional Services May 31-June 27 2025 Street Project	494.17
60351	Heartland Business Systems, LLC	Monthly Billing - July	202.83
60352	NCL of Wisconsin Inc	Lab supplies	1,103.42
60355	Strand Associates Inc	Professional Services June 1-June 30, 2025 Mich Ave Imp	189.17
60356	USA Blue Book	Lab supplies	1,100.83
60357	Vestis	Rugs & laundry services	219.13
60358	Waste Mangmt Corporate Services	Cleaning out grit pad	3,690.00
	HRA	HRA Admin Fee	30.00
	Verizon Charges	Verizon Charges	584.04
	WPS Utility Charges	Gas & Electric	26,358.18
	Sewer Payroll	Payroll	62,295.25
	Payroll Taxes	Payroll Taxes	4,397.72
	Bank Fees	Bank Fees	3,026.03

TOTAL OF EXPENSES LISTED

BALANCE ON HAND JULY 31, 2025

\$	522,961.92	\$	522,961.92
\$	7,046,008.71	\$	7,046,008.71
\$	14,605.27	\$	14,605.27
\$	(33,914.04)	\$	(33,914.04)
Ending Cash Balance matching Bank Statements	\$	7,026,699.94	\$

*Additional restricted cash of \$250,000.00 is invested in CDs.

** Lateral Replacement fund \$36,235.85

<u>Less Restricted Balance</u>	\$	(5,263,466.27)
	\$	1,763,233.67

REPORT TO THE AUGUST 11, 2025
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of July 1, 2025

Bank deposits recorded in July 2025

\$	1,281,906.10
\$	278,544.45
\$	1,560,450.55

CHECKS ISSUED JULY 2025:

60282	Malise Beduhn	Salary	\$ 572.24
60283	Warren Worzalla	Salary	458.92
60288	Baker Tilly Virchow Krause LLP	2024 Audit	227.85
60289	City Of Stevens Point	Workers Comp Premiums	781.55
60296	H&S Protection Systems Inc	Connect alarm panel to active phone line	87.33
60301	Springbrook Holding Company LLC	Professional Services for Work Orders	660.00
60305	Aspirus Medical Group, Inc.	Wellness Program	49.00
60306	Avineon, Inc.	GIS Support	7,397.49
60307	Badger Daylighting Corp	Clearing of catch basins	12,570.11
60308	City Of Stevens Point	Retirement, insurance & fuel, asphalt & concrete-June 2025	10,352.17
60311	Employee Resource Center	Monthly EAP Fees	11.96
60312	Fastenal Company	Locate paint	338.43
60315	Gowey Abstract & Title Co.	Refund Check 040088-000, 917 Smith St.	8.66
60318	Jamar Company	Utility Garage Control Update	548.33
60322	Mastercard	Supplies	178.21
60324	Mary Russell	Refund Check 013286-000, 1826 Minnesota Ave.	21.14
60325	Securian Financial	MN Life Insurance Policy #002832L	46.44
60326	Spectrum Insurance Group LLC	Annual Vehicle Insurance	14,066.33
60327	Springbrook Holding Company LLC	Annual Maintenance-UB, AR, Cloud, IC, PO, Finance, WO, ESS, PR	14,189.59
60329	Wimme Sand & Gravel, Inc.	Yard material	391.39
60330	City Of Stevens Point	2025 Street Improvements Project #25-102, 2024 Street Improvement Project #24-01 June 2025	184,049.61
60331	Malise Beduhn	Salary	805.49
60338	City Of Stevens Point	2025 Street Improvements Project #25-101	230,032.00
60339	Department of Natural Resources	DNR Certification Renewal-J. Hoffman	70.00
60341	Glodowski Brother's Lawn Care & Landscaping	Hydroseeding swales-Dan's Drive	10,403.00
60347	Mastercard	Jean allowance, AWS charges for GIS Server	568.57
60349	City Of Stevens Point	Workers Comp Premiums	627.94
60350	Clark Dietz	Professional Services May 31-June 27 2025 Street Project	494.16
60351	Heartland Business Systems, LLC	Monthly Billing - July	202.83
60355	Strand Associates Inc	Professional Services June 1-June 30, 2025 Mich Ave Imp	189.16
	Bank Fees	Bank Fees	3,025.99
	Verizon	iPad & cell phone charges	455.14
	Payroll	Payroll	27,510.73
	IRS	Payroll Taxes	2,020.59
	WPS	Monthly Utility Charges	128.36
TOTAL OF EXPENSES LISTED			\$ 523,540.71
BALANCE ON HAND JULY 31, 2025			\$ 1,036,909.84

Balance on Hand	\$ 1,036,909.84
Plus checks written after the end of this month	\$ -
Plus uncleared checks	\$ 27,221.74
Less checks previously written clearing this month	\$ (21,799.89)
Ending Cash Balance matching Bank Statements	\$ 1,042,331.69

REPORT TO THE AUGUST 11, 2025
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of July 1, 2025	<u>\$ 361,645.08</u>
Bank deposits recorded in July 2025	<u>\$ 26,687.52</u>
	\$ 388,332.60

CHECKS ISSUED JULY 2025:

60359	WiscNet	Dark fiber services	7,150.00	
	TOTAL OF EXPENSES LISTED		<u>\$ 7,150.00</u>	<u>\$ 7,150.00</u>
	BALANCE ON HAND JULY 31, 2025			<u>\$ 381,182.60</u>
		Balance on Hand		<u>\$ 381,182.60</u>
		Plus checks written after the end of this month		<u>\$ -</u>
		Plus uncleared checks		
		Less checks previously written clearing this month		
	Ending Cash Balance matching Bank Statements			<u><u>\$ 381,182.60</u></u>

**City of Stevens Point
Airport Commission
August 11, 2025 - 12:06 PM
Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

Meeting ID: 820 26885705

By Computer: <https://us02web.zoom.us/j/82026885705>

By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT: Paul Adamski, Carl Rasmussen, Mae Nachman and Anna Haines

EXCUSED ABSENCE: Ray Schmidt

ALSO PRESENT: Joel Lemke, Jennifer Schmeiser, Eric Southworth, Jason Draheim and Jaime Zdroik

2. Approval of Minutes

Motion made by Anna Haines, seconded by Mae Nachman to approve the July 14, 2025 meeting minutes of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Carl Rasmussen, seconded by Anna Haines to approve the department claims for the month of July 2025 as audited and read.

Ayes all. Nays none. Motion carried.

4. Adjustment of new lease rates for 2026 - Joel Lemke/Jason Draheim

Joel explained that we have Land Leases and T-Hangar Leases. They are proposing increasing the lease rates for 2026. The current long-term land leases will continue on their current lease terms until they are complete. New leases would start at the rates listed in the memo. The increases would bring us closer to the average rent in the state. The average for a single unheated T-hangar is currently \$191/month versus our proposed \$150/month.

Jason and Joel explained the different rates for the north-facing hangers. They are less

desirable because they are difficult to maintain in the winter months.

Motion made by Carl Rasmussen, seconded by Mae Nachman to adopt the lease rates presented for the calendar year of 2026.

Ayes all. Nays none. Motion carried.

5. Written/Verbal Report - Jason Draheim

Jason stated we sold alot of fuel during the EAA Airventure in July, and it was very successful. We had a great Dream Flights event as well in July.

6. Adjournment.

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:13 P.M.

REPORT TO THE AUGUST 11, 2025
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of July 1, 2025

\$	202,453.83
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Bank deposits recorded in July 2025

\$	111,877.90
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\$	314,331.73
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CHECKS ISSUED IN JULY 2025

3042	Baker Tilly Virchow Krause LLP	2024 Audit	480.00	
3043	Kramar	Annual back flow preventer inspection	100.00	
3044	Abel Ruga	June Cleaning Service	175.00	
3045	Summit Fire Protection	Annual Fire Extinguisher Inspection	1,275.95	
3046	City of Stevens Point	Workers Comp Premiums	353.46	
3047	City of Stevens Point	Retirement, insurance, fuel & supplies	7,353.27	
3048	Employee Resource Center	Monthly EAP Fees	5.98	
3049	Securian Financial	MN Life Insurance Policy #002832L	16.00	
3050	Springbrook Holding Company LLC	Springbrook Annual Subscription	7,645.54	
3051	Titan Aviation Fuels	Fuel purchase	27,031.48	
3052	Stevens Point Public Utilities	Verizon Ipad Charges-January	3,614.18	
3053	Point Supply	Janitorial Supplies	392.11	
3054	Mastercard	Rug & internet	409.06	
3055	Central Door Solutions LLC	Hangar Door Repair	307.00	
3056	Century Fence Company	Gate #2 Repair	2,130.00	
3057	City of Stevens Point	Workers Comp Premiums	356.12	
3058	Heartland Business Systems, LLC	Monthly Billing-July	76.06	
3059	Titan Aviation Fuels	Demurrage Charge	20.00	
EFT	Payroll	July 2025	13,821.03	
	Delta Dental	Premium Charges	71.38	
	Wisconsin Public Service	Utility Charges	1,704.87	
	IRS & WI Dept of Revenue	Payroll Taxes	3,770.46	
	Gen Aviation	Gen Aviation	240.78	
	TOTAL EXPENSES LISTED		\$ 71,349.73	\$ 71,349.73
	BALANCE ON HAND JULY 31, 2025			\$ 242,982.00

Balance on Hand	\$ 242,982.00
Plus checks written after end of month	\$ -
Plus uncleared checks	
Less checks previously written clearing this month	\$ (3,589.51)
Ending Cash Balance matching Bank Statements	\$ 239,392.49



August 6, 2025

TO: Airport Commission

RE: Lease rates for 2026

Commissioners,

Below is a proposal to set rates for any leases that could be started in calendar year 2026. Current long-term leases such as the land leases for private and commercial hangars will continue on their current lease terms until the term is complete, but we would propose that any new leases be started at the rates below. We plan to bring the same information forward in future years for upcoming rates.

Lease Type	2026 Rate	Current Rate
Land Lease (Commercial/Corporate)	\$0.40/SQ FT	Varies
Land Lease (Private)	\$0.30/SQ FT	Varies
T-Hangar (Single unit)	\$150.00/month	\$131.88
T-Hangar (Single unit – North facing)	\$140.00/month	\$125.00
T-Hangar (Double unit)	\$300.00/month	\$275.00
T-Hangar (Double unit – North facing)	\$280.00/month	\$250.00

The increases shown above would bring us closer to the average rent values in the state. The State-wide average for a single unheated T-hangar is currently \$191/month versus our proposed \$150/month.

Staff respectfully recommends that lease rates be adopted as presented for calendar year 2026. Thank you for your consideration.

Best Regards,

A handwritten signature in black ink that reads "Joel Lemke". The signature is written in a cursive, flowing style.

Joel Lemke
Director

PERSONNEL COMMITTEE
August 11, 2025 - 6:05 PM
Community Room
933 Michigan Avenue, Stevens Point, WI
OR
Zoom Teleconferencing
MINUTES

Discussion and Possible Action on:

1. Roll Call.

Present: Ald. Kneebone, Buse, Guthrie, Steinmetz.

Excused: Ald. Broderick.

Others Present: Clerk Pagel, C/T Ladick, Deputy C/T Peterson, HR Manager Frasch, Chief Kussow, Chief Moody, Director Kremer, Director Beduhn, Director Kivela, Ald. Christianson, Ald. Keymer, Ald. Birr, Ald. Shuda, Ald. Lang, Ald. Buse, Ald. Morrow.

2. Ordinance Amendment - Request to amend Section 3.29 of the Revised Municipal Code, Board of Police and Fire Commissioners - Compensation for Police and Fire Commissioners.

Mayor Wiza gave an overview of the request.

Ald. Steinmetz moved, Ald. Guthrie seconded, to approve the request.

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

3. Director Kremer request to reclassify Park Technician to Horticulturist.

Director Kremer and H/R Manager Frasch gave an overview of the request.

Ald. Guthrie moved, Ald. Steinmetz seconded, to approve the request.

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

4. Requests for known 2026 out-of-state travel per Administrative Policy 3.05.

Ald. Guthrie moved, Ald. Kneebone seconded, to approve the request.

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

5. Adjournment.

Adjourned at 6:13 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

August 11, 2025 - 6:14 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT Chairperson Mayor Wiza, Vice Chairperson Ald. Keymer - District 3, Ald. Kneebone - District 7, Ald. Shuda - District 8, Ald. Buse - District 10, and Ald. Morrow - District 11.

ABSENT Chris Tiffany

OTHERS PRESENT **Directors:** Scott Beduhn - Public Works, Joel Lemke - Public Utilities and Transportation, Dan Kremer - Parks and Recreation, Jarod Kivela - Community Development and Inspections.
City Staff: C/T Corey Ladick, Finance Manager Marcy Peterson, City Clerk Susan Pagel, Human Resource Manager Sandy Frasch, Police Chief Robert Kussow, and Fire Chief Jb Moody.
Alderpersons: Marc Christianson - District 1, Jacqui Guthrie - District 2, Lara Broderick - District 4, Allison Birr - District 5, Dale Steinmetz - District 6, and Sam Lang - District 9.
Others Present: Andrea Olson - 410 Franklin Street, Trevor Roark - 601 Washington Avenue, Amanda Barth - 1716 Elk Street, and Alex Macomber - 26254 Helen Street.

Informational

1. **Director's Report**
 - a. **Division and Church Streets Reconstruction Project**
 - b. **Fall Paving Project**
 - c. **Hoover Road Intersections Signalizations**

Director Beduhn gave a brief update on the highlighted items in his report.

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

Call for the Vote: Ayes: **All**
Nays: **None**; Motion **Carried**

2. Discussion about the potential creation of a terrace garden ordinance.

Amanda Barth, 1716 Elk Street, was pleased to see this item on the agenda as her background is in native plants, and she wanted to show her support for native plantings in terraces.

Trevor Roark, 601 Washington Avenue, also supports this concept and stated that he has been asking for this for a while. He added a few suggestions to change or add to the ordinance.

The meeting featured quite a bit more discussion on items 2 and 3. You can visit the City website to see the full video.

3. Discussion about the potential adoption of a banner policy and fee schedule.

Jacqui Guthrie, District 2 Alderperson, stated that she is happy to see a fee drafted along with this ordinance; however, she feels that the fee we are proposing is not enough to cover a couple of workers and a box truck for an hour. She would like the fee schedule to be enough to cover 100% of what it costs us to hang these banners.

The meeting featured quite a bit more discussion on items 2 and 3. You can visit the City website to see the full video.

Discussion and Possible Action

4. To approve the ordinance amendments in Chapter 9, Section 9.05 as it relates to parking.

Ald. Morrow **moved**, Ald. Buse **seconded**, to approve the ordinance amendments in Chapter 9, Section 9.05 as it relates to parking.

Call for the Vote: Ayes: **All**
Nays: **None**; Motion **Carried**

5. To award the Fall Paving Project #25-103 to Stuczynski Trucking & Excavating, Inc. out of Stevens Point, WI for an amount not to exceed \$895,721.78.

Ald. Shuda **moved**, Ald. Morrow **seconded**, to award the Fall Paving Project #25-103 to Stuczynski Trucking & Excavating, Inc. out of Stevens Point, WI for an amount not to exceed \$204,721.78.

Call for the Vote: Ayes: **All**
Nays: **None**. Motion **Carried**

6. To award the Concrete Pavement Repair Project #25-106 to Vinton Construction Company out of Two Rivers, WI for an amount not to exceed \$204,855.25.

Ald. Morrow **moved**, Ald. Buse **seconded**, to award the Concrete Pavement Repair Project #25-106 to Vinton Construction Company out of Two Rivers, WI for an amount not to exceed \$204,855.25.

Call for the Vote: Ayes: **All**
Nays: **None**; Motion **Carried**

Adjourn

Adjourned at 6:55 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
August 11, 2025 - 6:00 PM**

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

OR

Zoom Teleconferencing

Meeting ID: 848 3297 2479 | Passcode:069651

By Computer: [Zoom Link](#)

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

Discussion and Possible Action on:

1. Roll Call.

Present:

Ald. Keymer, Birr, Steinmetz, Lang, Buse.

2. License List:

- A. Change of Agent: GPM Southeast, LLC, 8565 Magellan Parkway, Suite 400, Richmond, VA 23227; Regina A Nievinski, 4054 Ross Avenue, Weston, WI 54476, agent at RStore #4487, 5485 Highway 10 East, Stevens Point, replacing Nathan Eckhardt.**
- B. Commercial Animal Establishment License:**
 - 1. The Barking Lot Boarding & Bathhouse LLC, 3432 Minnesota Avenue, Stevens Point; Laura Thiel, Lynden Currier, Ashley Thiel at 2241 Jefferson Street, Stevens Point, owners.**
 - 2. Country Paws Bed & Biscuit, 2107 Country Club Drive, Stevens Point; Laura Bronk at 6760 Burr Oak Road, Stevens Point, owner.**

Chief Kussow stated no concerns from law enforcement.

Ald. Steinmetz moved, Ald. Buse seconded, to approve the licenses.

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

3. Request to Hold Event/Street Closing:

- A. Stevens Point Brewery Pointoberfest and Blubber Run 5K on September 20,**

2025 (Recurring).

- B. Stevens Point Fire Department Open House on October 18, 2025 (New Event).**
- C. SPASH 2025 Fall Color Run on September 27, 2025 (Recurring).**
- D. Festival Foods Turkey Trot on November 27, 2025 (Recurring).**

Chief Kussow stated no concerns from law enforcement.

Ald. Birr moved, Ald. Lang seconded, to approve the events.

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

4. Adjournment.

Adjourned at 6:03 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

August 11, 2025 - 6:56 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 848 3297 2479 | Passcode: 069651

By Computer: [Zoom Link](#)

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

MINUTES

Non-Action Items:

1. Roll Call.

PRESENT Ald. Christianson, Morrow, Shuda, Keymer

EXCUSED Ald. Broderick

ABSENT Ald. .

OTHERS PRESENT C/T Ladick, Mayor Wiza, Attorney Beverage, Clerk Pagel, Directors Kivela, Kremer and Beduhn, Fire Chief Moody, Police Chief Kussow, Deputy C/T Peterson, Planner Klesmith, Alderpersons Kneebone, Lang, Birr, Buse and Guthrie, Justin Marquis, Andrea Olson, Brian Cummins and Alex Macomber

2. Update on the 2026 Budget.

C/T Ladick reported that net new construction is 1.13% for the 2026 budget and cost of living adjustments are at 2.64%. It is expected that the general transportation aid will go up for 2026 but it's unknown how much at this time. The fire department referendum is expected to have a significant amount of money left over which C-T Ladick explained would have to be segregated and restricted. He suggested it could be used for next year, which would reduce the need for the referendum levy. Reducing the referendum levy could be offset by increasing the debt service levy to maintain a steady tax rate.

3. Follow-up discussion on the idea of creating a Joint Fire Department with the Village of Park Ridge.

C/T Ladick reported that he and Chief Moody attended a Village of Park Ridge meeting to discuss the possibility of a Joint Fire Department. No action was taken at that meeting.

Discussion and Possible Action on:

4. Consideration of Claim-Danielle Morey-Vehicle Struck by Ball.

This item is postponed to the next meeting.

5. Consideration of Claim-Melissa Clendenning-Trip and Fall in City-owned parking lot.

Ald. Morrow moved, Ald. Keymer seconded, to deny the claim for Melissa Clendenning as recommended by the insurance company.

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

6. Presentation by Somerville Inc. on the preliminary planning, timelines, cost estimates, and design progress for a potential new City Hall, with 1039 Ellis Street currently under consideration as a possible site.

Justin Marquis from Somerville Inc was present to review the City Hall project.

Renovation of the Ellis Street building would be approximately \$265-\$300 per square foot and take about 20 months to complete. New construction would be approximately \$300-325 per square foot and take about 24 months to complete. Other considerations include the cost of the white box renovation of the third floor, cost of demolition and limited interior conditions such as low ceilings and window locations.

Christianson explained his position in regards to capital costs and ongoing costs and an overall look at the City's properties and buildings to make sure that this construction will serve the City best. Morrow felt that this new construction could showcase the City for decades.

7. Discussion on preliminary planning, timelines, cost estimates, and design progress for a potential new City Hall, with 1039 Ellis Street currently under consideration as a possible site, and action on building a new facility or renovating the current building.

Ald. Shuda moved to recommend new construction. Motion failed for a lack of a second.

Ald. Keymer moved, Ald. Morrow seconded, to advance this item to council without a recommendation.

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

8. Approval of proposal for Design and Architecture Services for City Hall – Somerville Inc. Architects and Engineers

Ald. Shuda moved, Ald. Morrow seconded, to advance to council without recommendation.

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

9. Approval of proposal for Phase II Environmental Site Assessment Services for City Hall – Stantec Consulting Services Inc.

Ald. Keymer moved, Ald. Morrow seconded, to approve the proposal for the Phase II Environmental Site Assessment Services for the City Hall by Stantec Consulting Services, Inc.

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

10. Approval of request to obtain design services for subdivision infrastructure in Tax Incremental Financing District (TID) 11.

Ald. Morrow moved, Ald. Keymer seconded, to approve the design services for subdivision infrastructure in TID 11. This project would be worked in conjunction with the Door2Dreams development.

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

11. Request from the Redevelopment Authority of the City of Stevens Point to adopt a Blight Determination Resolution and transfer ownership of the Shopko Properties (Parcels 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814) to the Redevelopment Authority of the City of Stevens Point

Planner Klesmith was present to explain the proposed grants to be sought for the Shopko parcels. No action was necessary at this time.

12. Approval of Claims Paid.

Ald. Shuda moved, Ald. Keymer seconded, to approve the claims paid.

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

13. Adjourn into closed session (approximately 7:40 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) on the following:

A. Negotiating an amendment to a development agreement in Tax Incremental Financing District (TID) 10.

Ald. Morrow **moved**, Ald. Keymer seconded, to move to closed session per WI Statute 19.85(1)(e) to negotiate an amendment to a development agreement in Tax Incremental District 10. Roll Call vote: ayes: Morrow, Shuda, Keymer, Christianson; nays, none; motion carried.

14. Reconvene for Possible Action on the above-referenced closed session items.

Ald. Morrow moved, Ald. Shuda seconded, to move to open session. Roll call vote: ayes: Shuda, Keymer, Christianson and Morrow; nays, none; motion carried. Meeting moved to open session at approximately 8:42 pm.

Ald. Keymer moved, Ald. Shuda seconded, to go with option #4 as presented in closed

session.

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

Closing Section:

15. Adjournment

Adjourned at 8:43 pm.

COMPTROLLER-TREASURER REPORT
for the period ending June 30, 2025

	Bal June 1, 2025	Receipts	Disbursements	Bal June 30, 2025
GENERAL OPERATING CASH	\$2,123,237.70	\$4,031,282.18	\$3,753,095.77	\$2,401,424.11
UTILITIES & TRANSPORTATION (Cash and Investments)	\$14,637,176.44	\$1,572,017.25	\$2,266,243.07	\$13,942,950.62

INVESTMENTS	Bal June 1, 2025	TRANSFER IN	TRANSFER OUT	Bal June 30, 2025
GENERAL	\$40,916,735.25	\$0.00	\$2,000,000.00	\$38,916,735.25
SPECIAL REVENUE	\$815,635.97	\$0.00	\$0.00	\$815,635.97
DEBT SERVICE	\$167,136.05	\$0.00	\$0.00	\$167,136.05
CAPITAL PROJECTS	\$2,570,069.20	\$0.00	\$212,396.54	\$2,357,672.66
INTERNAL SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
TRUST	\$4,201,530.19	\$0.00	\$0.00	\$4,201,530.19
TOTALS	<u>\$48,671,106.66</u>	<u>\$0.00</u>	<u>\$2,212,396.54</u>	<u>\$46,458,710.12</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,655,602	\$2,489,707	53.48%
POLICE	\$6,798,788	\$3,339,743	49.12%
FIRE	\$7,307,168	\$3,223,818	44.12%
PUBLIC WORKS	\$6,889,796	\$3,318,051	48.16%
PARK & REC	\$2,473,864	\$1,087,680	43.97%
CAPITAL PROJECTS	\$10,372,924	\$877,859	8.46%
DEBT SERVICE	\$9,377,519	\$8,990,539	95.87%
YTD TARGET	50.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$29,658,293	\$18,804,883	63.41%



MEMORANDUM

To: City of Stevens Point Common Council

From: Jarod Kivela, Director of Community Development

Date: July 23, 2025

RE: 2025 Annual Assessment Report Presentation

Attached is the 2025 Annual Assessment Report prepared by Forward Appraisal LLC, which provides a comprehensive summary of property assessments within the City of Stevens Point. This report includes detailed data on new construction, property sales, tax incremental finance districts, assessment ratio trends, and other key metrics relevant to the city's tax base.

Our City Assessor will be present at the upcoming meeting to provide a brief overview of the report, highlight key points, and outline significant historical trends and value shifts observed over the past few years.

If you have any questions prior to the meeting, please do not hesitate to reach out.

www.stevenspoint.com

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



CITY OF STEVENS POINT

PROPERTY ASSESSMENT DEPARTMENT

Annual Report 2025

Forward Appraisal LLC
June 1, 2025

Table of Contents

Introduction 2

Statement of Assessment 3

Tax Incremental Finance Districts 4

Municipal Mobile Home Permits 5

Summary of Significant Changes..... 6

 Annexations 6

 New Construction 6

 Properties Razed 7

Exempt Properties 7

Property Sales 8

 Department of Revenue Sale Ratio Study..... 9

Building Permits 10

Owner Requested Reviews 11

Other Office Work..... 12

Assessment Department Reports 13

 Municipal Assessment Report (MAR) 13

 Statement of Assessment (SOA) 13

Department of Revenue Reports 14

 Manufacturing Notification Rolls 14

 Manufacturing Full Value Rolls 14

 Equated Manufacturing Rolls 14

 Equated Statement of Assessment 14

 Summary of Aggregate Ratios..... 14

 Major Class Comparison 15

 Statement of Changes in Equalized Values..... 16

Introduction



The Assessor's Office is responsible for valuing all real property within the City of Stevens Point, as mandated by Chapter 70 of the Wisconsin State Statutes. These valuations form the foundation of the City's tax base, meaning the accuracy and diligence of our work has a direct impact on municipal finances. Our charge is to provide fair and equitable assessments for all property owners while fostering public trust in the assessment process. As stewards of this responsibility, we remain impartial from City planning and budgeting activities to ensure objectivity in our valuations.

Throughout the year, we employ a variety of methods to maintain accurate assessments across the city. These include reviewing property sales, fielding permits, responding to taxpayer inquiries, processing parcel combinations and splits, handling annexations, reviewing classification changes, discussing values at Open Book and Board of Review (BOR), and preparing reports for the Department of Revenue

In addition to these efforts, we hope the information provided in this report proves useful, and we welcome any questions about the work performed by this office.

City of Stevens Point, Assessor's Office
Forward Appraisal

Statement of Assessment

The Statement of Assessment is an annual report filed by the Assessor and City Clerk to the Department of Revenue. It details the total assessed values, by class, for the municipality for a single year.

Attachment 1: *Can be found at the end of this report, labeled "Statement of Assessment"*

The following table provides totals in assessed value, by class, for this year and the prior year for comparison.

Classification	Parcel Count	2024 Assessed Value	2025 Assessed Value
Residential	7317	\$1,506,727,500	\$1,511,146,900
Commercial	926	\$1,113,004,200	\$1,131,025,900
Manufacturing**	30	<i>Assessed by State</i>	<i>Assessed by State</i>
Agricultural	18	\$148,800	\$122,600
Agricultural Use Forest	5	\$179,700	\$179,700
Agricultural Homesite	4	\$22,400	\$22,400
Undeveloped	13	\$125,900	\$125,700
Forest	0	\$0	\$0
Exempt	847	\$0	\$0
<i>Total for all tax classes*</i>		\$2,620,208,500	\$2,642,623,200

**Total parcel counts for a category may not equal the breakdown as a parcel can have land or improvements in more than one class.*

***Manufacturing values are determined by the State. Once equated, they are added to the Final-Equated Statement of Assessment*

Tax Incremental Finance Districts

Tax Incremental Finance (TIF) Districts (TIDs) are designated areas in the city that receive special tax-based incentives to spur development that otherwise would not happen in those areas. As the value of the area rises, the additional tax dollars received from the properties returns directly into the area in the form of infrastructure and/or further development. Each TID has a completion date set for a certain number of years after its creation, after which the tax dollars are collected and distributed as is typical for the rest of the city.

The table below provides a summary of **locally assessed values** within each TID.

TIF #	District	Creation Date – Mandatory Termination	Base	2024	2025
TIF 5	Northside	05/16/2005 – 05/16/2032	\$37,940,700	\$116,436,600	\$116,879,900
TIF 6	Downtown	05/15/2006 – 05/15/2033	\$46,305,600	\$41,914,900	\$42,516,300
TIF 7	AIG TravelGuard	05/01/2008 – 05/01/2028	\$10,913,900	\$38,601,900	\$34,152,200
TIF 8	Spectra Country Club Dr	05/17/2010 – 05/17/2030	\$19,785,300	\$20,440,100	\$21,589,000
TIF 9	East Park Commerce Center	05/20/2013 – 05/20/2033	\$58,229,400	\$192,846,900	\$176,320,600
TIF 10	Downtown Transition	04/15/2019 – 04/15/2047	\$49,132,300	\$79,992,100	\$79,899,100
TIF 11	Northside Overlay	07/20/2020 – 07/20/2047	\$24,116,400	\$42,426,500	\$42,712,300
TIF 12	Southside	08/10/2020 – 08/10/2047	\$20,492,300	\$18,994,700	\$19,196,400
TIF 13	Highway 10 East	07/20/2020 – 07/20/2047	\$6,526,900	\$13,376,400	\$14,704,200
TIF 14	Brilowski Rd/Old Highway 18	09/17/2024 – 09/17/2039	\$12,496,200	N/A	\$20,729,200

TID totals including equalized manufacturing totals can be found on the Department of Revenue's website, labeled "[TID Statement of Changes](#)"

Municipal Mobile Home Permits

All municipal mobile home permits are valued annually at market value, regardless of whether the City is in a revaluation or maintenance year. This valuation process allows the Assessor's Office to provide mobile home parks with an updated fee schedule, which outlines the additional fees to charge mobile homeowners each month, beyond lot rental. This fee is governed by Chapter 12(Section 16) of the City's Code of Ordinances.

Park Name	# of Sites	Average Annual Fees Collected
Eagle Ridge	96	\$13,329.38
Holiday North	89	\$20,433.13
Holiday South	81	\$28,552.69
Thompson II	9	\$1,491.63
Wellspring Park	49	\$3,355.32
Total	324	\$67,162.15



Summary of Significant Changes

Annexations

This year, approximately 106 acres were annexed, all of which were owned by the City and will remain exempt for 2025. As a result, there will be no payback to the municipalities that lost the acreage, as the acreage was also exempt for 2024. The annexations include:

1. Southeast corner of Brilowski Road and Old Hwy 18: The area was added to TIF #14, which was established for 2025.
2. Forest Creek Subdivision: The area consists of 60 buildable lots, with a projected future extension to the south. The newly created lots and land will become taxable once they are sold.

New Construction

New construction totals are tracked separately to ensure they are accurately categorized in the Municipal Assessment Report (MAR). These figures are then used by the Department of Revenue to compile the Net New Construction Report. This report helps municipalities and counties determine their net new construction numbers, which are critical for calculating levy limits. Net new construction represents the total value of new construction, adjusted for any demolitions or destruction of buildings, and may also include corrections from the previous year. Review the following summary of some of the larger new construction projects for this year:

Parcel	Location	Description	New Construction Value
23-0802200042	5001 Joerns Dr	Commercial Buildings: - 3 Total Business Incubators - 4 Total Storage Buildings	\$1,152,800
23-0802400412	3317 John Joanis Dr	Home 2 Suites: - 91 Unit Hotel	\$5,262,700
23-0804100233	Minnesota Ave and Patch Street	Duplex Development: - 10 Total Buildings - 20 Total Units	\$2,479,000
24-0821310003	601 Michigan Ave N	SentryWorld Addition: - 4.185 sq.ft. Admin Office	\$874,500
24-0820440004	1800 North Point Dr	Sentry Headquarters: - 4 th Floor Executive Remodel	\$3,700,700
24-0827230112	3617 Doolittle Dr	Duplex Development: - 4 Total Buildings - 8 Total Units	\$1,343,600
24-0833202516	2501 Main Street	Noble Community Clinic: - Partial Value	\$2,593,000

***NOTE: Residential New Construction Total: \$4,590,900**

Commercial New Construction Total: \$23,544,900

Properties Razed

The total value lost due to razing, including residential and commercial, was **\$1,185,400**.

Exempt Properties

Each year the Assessor is responsible for reviewing all property exemption requests, and either granting or denying the exemption.

There are currently **898** exempt parcels on the roll, of which many are State (67), County (37), or City (618) owned. There are currently **176** exempt parcels owned by a non-government entity.

Significant value changes due to exemptions this year include:

Parcel	Location	Description	Determination	Change
23-0802400019	3109 John Joanis Dr	Children's Discovery Childcare Center	Partial Exemption	The assessed value shifted to exempt was \$1,574,000.
24-0828301611	2517 Prais St	Residential Property	Full Exemption (City Purchased)	The assessed value shifted to exempt was \$250,500.
23-0802200038	2801 Hoover Rd Unit 1	Inclusa Office Building	Removed Exemption	The assessed value shifted to taxable was \$2,086,300.
23-0802200041	2801 Hoover Rd Unit 4	Inclusa Office Building	Removed Exemption	The assessed value shifted to taxable was \$418,600.
24-0826400401	5595 Regent St	Residential Property	Removed Exemption (City Sold)	The assessed value shifted to taxable was \$357,500.

Property Sales

Our office reviews all property transfer returns recorded during the year. The transfer data is downloaded and imported into our software, allowing us to validate the sale details and update owner information. A key aspect of this process is determining whether each sale is valid (“arms-length”) and suitable for inclusion into our ratio studies. To ensure accuracy, we employ a review process that combines online research, phone calls, letters, and on-site visits. Correctly identifying valid versus invalid sales, along with verifying property characteristics at the time of sale, is essential in producing an accurate and reliable ratio study.

The results of these efforts culminate in the calculation of the *Assessment-to-Sale Ratio*, which is calculated by dividing a property’s assessed value by the property’s sale price. The citywide Assessment-to-Sale Ratio is then determined by averaging (mean) the ratios of all properties and is used by both the Assessor’s Office and the Department of Revenue in determining the level of assessment for the year.

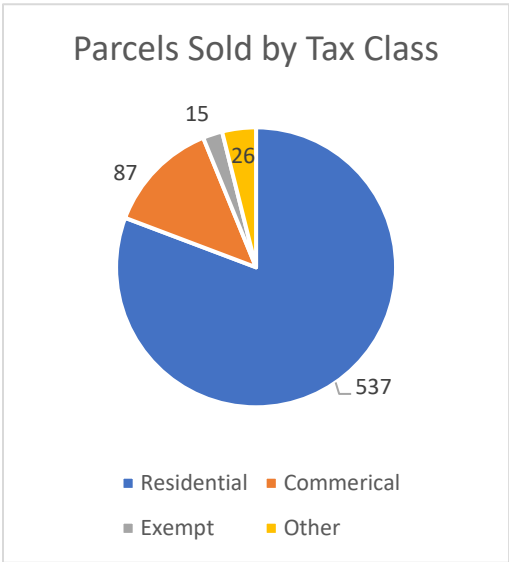
Monthly Parcel Sales Overview

- The highest number of parcels sold occurred in March (62 parcels), while the lowest occurred in February (34 parcels).
- On average, approximately 57 parcels were sold each month.

Month	Parcels Sold & Reviewed
January	56
February	34
March	62
April	68
May	64
June	59
July	57
August	54
September	41
October	55
November	60
December	55
Total	665

Parcels Sold by Tax Class

- The majority of parcels sold were residential (537 parcels), followed by commercial (87 parcels).
- A smaller number of parcels were categorized as other (26 parcels) or exempt (15 parcels).



All sales occurring in 2024 have been reviewed, validated, and submitted to DOR online.

Department of Revenue Sale Ratio Study

*The Wisconsin Department of Revenue (DOR) sets a standard Assessment-to-Sale Ratio level **between 90% and 110%**.*

CLASS		# OF SALES	ASSESSED VALUE	SALES VALUE	AGGREGATE RATIO	MEAN RATIO	MEDIAN RATIO	DISP COEFF	CONC COEFF	PRICE DIFFL
1 - RESIDENTIAL	VACANT	7	246,800	314,000	78.60	83.05	84.00	24.00	42.9	1.06
	IMPROVED	221	48,704,600	55,682,398	87.47	87.37	87.77	9.67	76.0	1.00
	TOTAL	228	48,951,400	55,996,398	87.42	87.24	87.69	10.11	75.0	1.00
2 - COMMERCIAL	VACANT	2	357,200	607,000	58.85	68.74	68.74	19.11	0.0	1.17
	IMPROVED	15	15,325,500	17,725,000	86.46	90.74	94.84	15.14	53.3	1.05
	TOTAL	17	15,682,700	18,332,000	85.55	88.15	92.34	16.89	41.2	1.03
TOTAL	VACANT	9	604,000	921,000	65.58	79.87	81.87	23.00	44.4	1.22
	IMPROVED	236	64,030,100	73,407,398	87.23	87.59	87.99	10.15	74.6	1.00
	TOTAL	245	64,634,100	74,328,398	86.96	87.30	87.79	10.65	73.1	1.00

FREQUENCY TABLE (IN # OF OCCURRENCES AND PERCENTS FROM MEDIAN)																	
		OTHER		-45%		-30%		-15%		+15%		+30%		+45%		OTHER	
		#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
1 - RESIDENTIAL	VACANT	7		1	14.3	1	14.3	0	0.0	1.5	21.4	1.5	21.4	1	14.3	0	0.0
	IMPROVED	221		0	0.0	1	0.5	27	12.2	82.5	37.3	85.5	38.7	25	11.3	0	0.0
	TOTAL	228		1	0.4	2	0.9	27	11.8	84	36.8	87	38.2	26	11.4	1	0.4
2 - COMMERCIAL	VACANT	2		0	0.0	0	0.0	1	50.0	0	0.0	0	0.0	1	50.0	0	0.0
	IMPROVED	15		0	0.0	2	13.3	3	20.0	2.5	16.7	5.5	36.7	2	13.3	0	0.0
	TOTAL	17		0	0.0	2	11.8	4	23.5	2.5	14.7	4.5	26.5	4	23.5	0	0.0
TOTAL	VACANT	9		0	0.0	3	33.3	0	0.0	1.5	16.7	2.5	27.8	0	0.0	1	11.1
	IMPROVED	236		0	0.0	2	0.9	30	12.7	86	36.4	90	38.1	26	11.0	2	0.9
	TOTAL	245		1	0.4	4	1.6	30	12.2	87.5	35.7	91.5	37.4	28	11.4	3	1.2

Based on the sale ratio study, which includes all valid sales from 1/1/2024 – 12/31/2024, the city's overall Assessment-to-Sale Ratio was **86.96%**

The average ratio for residential property was **87.42%** based on **228** usable sales.

The average ratio for commercial property was **85.55%** based on **17** usable sales.

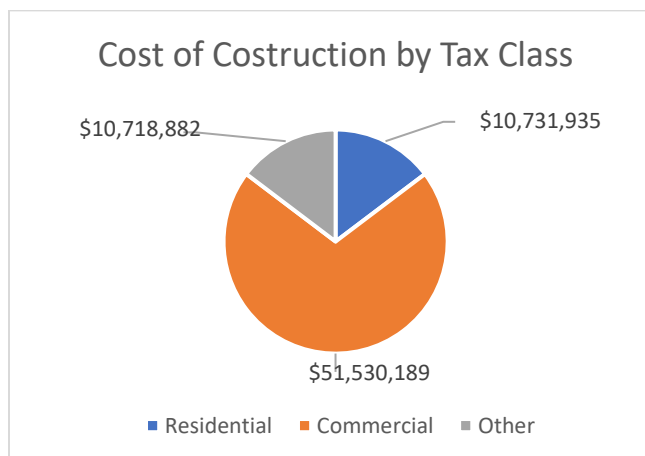
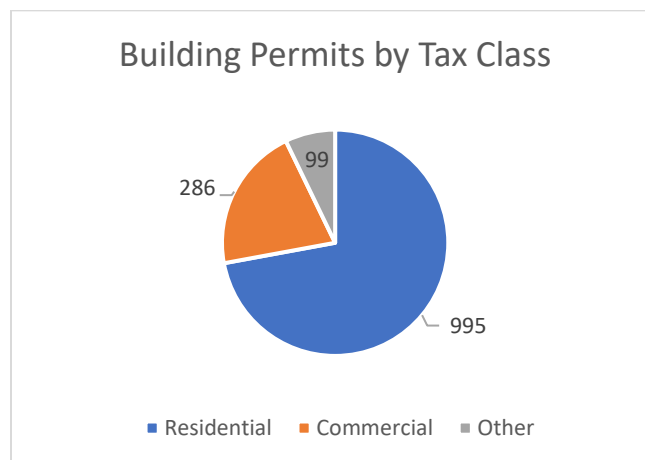
Other statistical metrics, such as the coefficient of dispersion and coefficient of concentration, are within acceptable limits. They are both measures of how well the sales data is grouped around the mean overall ratio.

Building Permits

Building permits issued by the Building Inspection Department form the foundation of our permit field work each year. Every month our office electronically imports building permit data from their permitting system, GovPilot, which aids in identifying which properties require field visits for assessment purposes.

Building permits for new construction, additions, alterations and remodeling, HVAC installations, and several other types of permitted improvements may require an on-site visit by our team. These visits allow us to verify the changes made to the property and assess if there has been an impact on its overall value. If the changes affect the property's market value, we adjust the assessment accordingly to ensure it accurately reflects the updated value.

The total number of building permits imported for assessment review: 1,380



Owner Requested Reviews

Throughout the year, property owners have the right to question or discuss their assessment information or value of their property. To initiate a review, owners typically contact our office by phone or email to have a preliminary discussion about their concerns, followed by scheduling an appointment for an on-site property visit.

The first step in our review process is to verify that all physical characteristics we have on file for a property are accurate, hence requiring an on-site inspection. After visiting the property with the homeowner, and updating internal records as needed, we complete the review by comparing the property's updated value with comparable properties, particularly those that have sold recently.

For commercial properties we also evaluate income and expense data supplied by the owner to ensure that the assessment aligns with the financial performance of the property. We would further compare those financials with those of similar properties to confirm consistency.

Upon completion of our review, we notify the property owner of our findings and final determination in assessment. If a change in value is made, the property owner will receive a Notice of Changed Assessment prior to the scheduled Open Book and Board of Review. This notice will be mailed in accordance with State Statutes, giving the property owner sufficient time to contact us if they wish to contest the revised value.

Other Office Work

Certified Survey Maps:

Throughout the year our office receives requests to combine or split parcels. Once these requests are recorded by the County's Register of Deeds office, we promptly process them and update our system accordingly. New assessments are then determined for all affected properties, unless they have been removed from the assessment roll.

Review of agricultural classification:

Each year, we review the status of properties classified for agricultural use, as well as the number of acres actively being used for agriculture. If any acres are no longer in agricultural use, we notify the County so they can calculate the appropriate agricultural-use conversion fee.

Income Surveys:

For applicable commercial properties, we collect and analyze income and expense surveys. This data helps us build a database of typical income and expenses, which is then used when applying the "income approach" when valuing commercial property.

Notice of Changed Assessment:

Whenever there's a change in the assessed value of a property, we mail out a Notice of Changed Assessment to inform the property owner. This provides transparency and ensures that property owners are aware of any updates to their value.

Open Book:

While owners are encouraged to reach out to our office at any point during the Assessment Year, Open Book is a designated time where property owners could discuss their assessments directly with the Assessor. It's a chance to address questions or concerns and better understand the assessment process prior to the Board of Review.

Board of Review:

If a property owner disagrees with the Assessor's value determination after the Open Book session, they can formally object to their assessment at the Board of Review. This provides a more structured process for resolving disagreements between the property owner and/or their designated agents, and the Assessor. The Board of Review ensures that property owners have a fair opportunity to present their case.

Assessment Department Reports

The following section includes a brief synopsis of the reports that the Assessment office sends to the City Clerk and/or the Department of Revenue at various points throughout the year.

Municipal Assessment Report (MAR)

The Municipal Assessment Report is used to summarize the annual assessed values for a taxation district. It provides an overview of all real estate values within the district as of January 1st.

For a detailed look at the data, see **Attachment 2: Municipal Assessment Report**.

Statement of Assessment (SOA)

The Statement of Assessment offers a summary of all assessed values for each statutory class of real estate. This includes parcel counts, acreage, land values, and improvement values. The assessment totals are submitted to the County each year by the second Monday in June, or after the completion of the Board of Review. Any discrepancies between the County and Assessor are reconciled before the statement is filed with the Department of Revenue. A more detailed breakdown of much of the data in this report can also be found in the Municipal Assessment Report (MAR).

#	Real Estate Class	Description
1	Residential	This class includes single-family homes, multi-unit dwellings, and other structures used for residential purposes.
2	Commercial	This class encompasses properties used for retail, office, or other business activities.
3	Manufacturing	This includes properties used for manufacturing, assembling, processing, fabricating, or making tangible personal property for profit.
4	Agricultural	This class includes land used for farming, raising crops, or livestock.
5	Undeveloped Land	This class refers to vacant land with no improvements or development.
6	Agricultural Forest	This class includes land used for growing trees and other forest products that also has agricultural potential.
7	Productive Forest Land	This class includes land that is producing, or is capable of producing, commercial forest products, and is not classified elsewhere.
8	Other	This category covers structures and land associated with farms that don't fall under the agricultural classification.

Department of Revenue Reports

The following section includes a brief synopsis of the various reports provided by the Department of Revenue pertaining to assessment.

Manufacturing Notification Rolls

The manufacturing notification roll identifies all real estate in the municipality classified as manufacturing for assessment purposes as of February 15th. The Department of Revenue assesses the properties on this list, and it is typically made available in February each year. Our office uses this report to ensure that properties aren't "double-assessed", meaning they're not being assessed by both the municipality and the State.

Manufacturing Full Value Rolls

The manufacturing full value roll contains the full market value (100%) assessment for all real estate located within the municipality currently classified as manufacturing. It is typically made available in June of each year.

Equated Manufacturing Rolls

The manufacturing equated roll provides the full market (100%) assessment for all real estate within the municipality classified as manufacturing but adjusted to the local level of assessment. We use this report to electronically import values into our system. While we don't directly assess these values, we maintain the assessment history for each property.

The County is responsible for entering the State-assessed values into their system for tax bill purposes. Additionally, they are tasked with filing an Equated Statement of Assessment, which combines locally assessed values with the equated manufacturing values.

Equated Statement of Assessment

This report serves as the final Statement of Assessment, combining the Assessor's locally assessed property values with the equated manufacturing values provided by the Department of Revenue. While amendments to this report can still be submitted after its initial publication, the Department of Revenue will not repost a new Final-Equated Statement of Assessment to their website.

Summary of Aggregate Ratios

This report provides the calculated aggregate ratio for each municipality to be used for property tax bills. The ratio is a comparison of the municipality's total locally assessed value to the Department of Revenue's non-manufacturing base equalized value.

The 2023 Aggregate Ratio for the City was **98.0498337%**

The 2024 Aggregate Ratio for the City was **94.5801307%**

Major Class Comparison

This report provides a measurement for the level of assessment and indicates whether the municipality complies with sec. 70.05 Assessment Compliance. Compliance is considered any ratio between 90% and 110% in the same year, at least once within a 5-year period. Additionally, there cannot be more than 10% difference between individual classes.

If a municipality is noncompliant after *four consecutive* years, the DOR will notify the municipality of its non-compliance status. The DOR would issue a second non-compliance notice after *five consecutive* years of non-compliance and then issue an order for a supervised assessment after *six consecutive* years of non-compliance.

The following table from the Department of Revenue's Final Major Class Comparison Report illustrates the results of their analysis.

Year	Property Class	Municipal Assessed Value	DOR Base Value	% of DOR Base Value	Ratio (%)	Major Class Municipal Compliance Status	Type Of Notice Issued
2024	Residential	1,506,727,500	1,602,572,900	57.85	94.02	YES	
	Commercial	1,113,004,200	1,167,286,200	42.13	95.35	YES	
	Agricultural	148,800	156,500	0.01	95.08		
	Sum Of 5, 5M, 6, 7	328,000	342,700	0.01	95.71		
	Personal	0	0	0.00	0.00		
	Total	2,620,208,500	2,770,358,300	100.00	94.58	YES	
2023	Residential	1,502,812,700	1,479,818,200	54.21	101.55	YES	
	Commercial	1,072,033,700	1,156,004,800	42.35	92.74	YES	
	Agricultural	140,200	140,300	0.01	99.93		
	Sum Of 5, 5M, 6, 7	387,800	389,700	0.01	99.51		
	Personal	93,309,400	93,309,400	3.42	100.00		
	Total	2,668,683,800	2,729,662,400	100.00	97.77	YES	

The city's overall level of assessment for **2024** was **94.58%** (as compared to last year's) **97.77%**. This is within the accepted range.

Sales continue to indicate an upward trend in residential values, resulting in a drop in level of assessment for residential from **101.55%** to **94.02%**. Sales declined slightly in commercial values, resulting in an increased level of assessment for commercial from **92.74%** to **95.35%**. Keep in mind that the commercial level can vary widely from year to year since the number of sales is usually only a very small sample size.

Statement of Changes in Equalized Values

This report provides a year-over-year comparison of a municipality's Equalized Values, highlighting how values have changed from the previous year to the current year. It includes adjustments to real property values and outlines any prior-year corrections made under state law (sec. 70.57, Wis. Stats.).

In addition, the report outlines estimated economic changes and new construction figures based on sales studies and other analyses conducted by the Department of Revenue. The final equalized value presented in this report plays a critical role in determining the City's share of County apportionment.

Statement of Changes in Equalized Value

REAL ESTATE	2023 RE Equalized Value	Removal of Prior Year Compensation	% Change	\$ Amount of Economic Change	% Change	\$ Amount of New Constr	% Change	Correction & Compensation	% Change	\$ Amount of All Other Changes	% Change	2024 RE Equalized Value	Total \$ Change in R.E. Value	% Change
Residential														
Land	250,024,400	0	0%	19,988,800	8%	9,300	0%	-328,400	0%	-352,800	0%	269,341,300	19,316,900	8%
Imp	1,229,393,700	0	0%	98,396,600	8%	5,850,500	0%	2,460,300	0%	-1,137,700	0%	1,334,963,400	105,569,700	9%
Total	1,479,418,100	0	0%	118,385,400	8%	5,859,800	0%	2,131,900	0%	-1,490,500	0%	1,604,304,700	124,886,600	8%
Commercial														
Land	148,169,200	0	0%	-4,046,700	-3%	211,600	0%	-3,098,000	-2%	-1,184,900	-1%	140,051,200	-8,118,000	-5%
Imp	1,001,667,000	0	0%	-27,859,000	-3%	40,850,500	4%	15,435,200	2%	3,309,900	0%	1,033,403,600	31,736,600	3%
Total	1,149,836,200	0	0%	-31,905,700	-3%	41,062,100	4%	12,337,200	1%	2,125,000	0%	1,173,454,800	23,618,600	2%

The following determinations were made upon the conclusion of their studies:

Residential Economic Change	8%	Residential New Construction	0%
Commercial Economic Change	-3%	Commercial New Construction	4%

The Department of Revenue's estimates are also used to calculate what's known as the Base Value. This Base Value is then compared to the local assessed value to determine the City's level of assessment, a figure that is reflected in the Major Class Comparison Report.

- End of Report -

City of Stevens Point, Portage County
2025 Statement of Real Estate Assessments

Assessments by Tax Classification

Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
Residential	7,317	6,961	3,141.284	\$204,183,200	\$1,306,963,700	\$1,511,146,900	\$204,183,200	\$1,306,963,700	\$1,511,146,900
Commercial	926	841	1,945.809	\$146,070,100	\$984,955,751	\$1,131,025,851	\$146,070,100	\$984,955,800	\$1,131,025,900
Manufacturing	30	1	254.357	\$0	\$0	\$0	\$0	\$0	\$0
Agricultural	18	0	457.761	\$11,974,300	\$0	\$11,974,300	\$122,600	\$0	\$122,600
1st grade tillable	15	0	417.780	\$11,558,600	\$0	\$11,558,600	\$113,700	\$0	\$113,700
2nd grade tillable	3	0	39.981	\$415,700	\$0	\$415,700	\$8,900	\$0	\$8,900
Undeveloped	11	0	66.707	\$251,000	\$0	\$251,000	\$125,700	\$0	\$125,700
Swamp	4	0	50.187	\$231,700	\$0	\$231,700	\$115,900	\$0	\$115,900
Road ROW	3	0	1.020	\$400	\$0	\$400	\$300	\$0	\$300
Pond	2	0	11.500	\$17,300	\$0	\$17,300	\$8,700	\$0	\$8,700
Swamp 2	4	0	4.000	\$1,600	\$0	\$1,600	\$800	\$0	\$800
Agricultural use forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Secondary forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Agricultural homesite	4	4	4.000	\$2,400	\$20,000	\$22,400	\$2,400	\$20,000	\$22,400
Exempt	898	166	4,095.379	\$73,467,000	\$68,525,800	\$141,992,800	\$0	\$0	\$0
Exempt state	67	25	438.430	\$2,528,200	\$1,129,200	\$3,657,400	\$0	\$0	\$0
Exempt county	37	13	48.552	\$2,240,500	\$16,565,800	\$18,806,300	\$0	\$0	\$0
Exempt local	618	75	3,020.236	\$50,997,300	\$25,734,700	\$76,732,000	\$0	\$0	\$0
Exempt other	176	53	588.161	\$17,701,000	\$25,096,100	\$42,797,100	\$0	\$0	\$0
Total for all tax classes*	9,190	7,970	10,025.127	\$436,307,100	\$2,360,465,251	\$2,796,772,351	\$350,683,700	\$2,291,939,500	\$2,642,623,200

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

Assessments by Aldermanic District

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
Aldermanic 1	890	816	262.717	\$35,884,100	\$222,781,600	\$258,665,700	\$29,934,500	\$216,190,200	\$246,124,700
Residential	652	635	135.345	\$13,367,600	\$97,121,000	\$110,488,600	\$13,367,600	\$97,121,000	\$110,488,600
Commercial	178	163	65.322	\$16,566,900	\$119,069,200	\$135,636,100	\$16,566,900	\$119,069,200	\$135,636,100
Manufacturing	1	0	0.323	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	59	18	61.727	\$5,949,600	\$6,591,400	\$12,541,000	\$0	\$0	\$0
Exempt state	2	3	4.208	\$0	\$254,400	\$254,400	\$0	\$0	\$0
Exempt local	41	7	26.123	\$3,632,400	\$6,128,400	\$9,760,800	\$0	\$0	\$0
Exempt other	16	8	31.396	\$2,317,200	\$208,600	\$2,525,800	\$0	\$0	\$0
Aldermanic 10	803	699	686.630	\$37,835,100	\$170,299,800	\$208,134,900	\$31,207,200	\$170,274,700	\$201,481,900
Residential	630	594	224.649	\$20,186,200	\$119,153,100	\$139,339,300	\$20,186,200	\$119,153,100	\$139,339,300
Commercial	108	102	158.060	\$11,021,000	\$51,121,600	\$62,142,600	\$11,021,000	\$51,121,600	\$62,142,600
Manufacturing	4	0	44.598	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	62	4	259.323	\$6,627,900	\$25,100	\$6,653,000	\$0	\$0	\$0
Exempt state	2	0	10.718	\$176,600	\$0	\$176,600	\$0	\$0	\$0
Exempt county	3	1	20.539	\$313,400	\$0	\$313,400	\$0	\$0	\$0
Exempt local	52	2	140.874	\$5,174,900	\$18,400	\$5,193,300	\$0	\$0	\$0
Exempt other	5	1	87.192	\$963,000	\$6,700	\$969,700	\$0	\$0	\$0
Aldermanic 11	419	310	1,143.138	\$31,146,900	\$193,273,800	\$224,420,700	\$26,842,300	\$193,040,300	\$219,882,600
Residential	283	246	212.256	\$10,048,100	\$53,517,800	\$63,565,900	\$10,048,100	\$53,517,800	\$63,565,900
Commercial	64	53	514.581	\$16,794,200	\$139,522,500	\$156,316,700	\$16,794,200	\$139,522,500	\$156,316,700
Exempt	72	11	416.301	\$4,304,600	\$233,500	\$4,538,100	\$0	\$0	\$0
Exempt state	20	2	286.812	\$1,358,600	\$0	\$1,358,600	\$0	\$0	\$0
Exempt local	39	5	106.503	\$2,050,100	\$233,500	\$2,283,600	\$0	\$0	\$0
Exempt other	13	4	22.986	\$895,900	\$0	\$895,900	\$0	\$0	\$0
Aldermanic 2	659	635	210.276	\$19,794,500	\$115,039,900	\$134,834,400	\$16,633,300	\$107,676,500	\$124,309,800
Residential	613	605	122.472	\$14,875,200	\$98,823,900	\$113,699,100	\$14,875,200	\$98,823,900	\$113,699,100
Commercial	18	18	11.348	\$1,758,100	\$8,852,600	\$10,610,700	\$1,758,100	\$8,852,600	\$10,610,700
Exempt	28	12	76.456	\$3,161,200	\$7,363,400	\$10,524,600	\$0	\$0	\$0
Exempt state	6	3	40.040	\$9,300	\$0	\$9,300	\$0	\$0	\$0
Exempt local	12	4	35.070	\$2,771,600	\$7,271,200	\$10,042,800	\$0	\$0	\$0
Exempt other	10	5	1.346	\$380,300	\$92,200	\$472,500	\$0	\$0	\$0

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
Aldermanic 3	536	515	133.701	\$12,543,600	\$102,830,300	\$115,373,900	\$11,200,500	\$101,772,400	\$112,972,900
Residential	483	481	87.377	\$10,223,600	\$81,194,200	\$91,417,800	\$10,223,600	\$81,194,200	\$91,417,800
Commercial	14	14	4.807	\$976,900	\$20,578,200	\$21,555,100	\$976,900	\$20,578,200	\$21,555,100
Exempt	40	20	41.517	\$1,343,100	\$1,057,900	\$2,401,000	\$0	\$0	\$0
Exempt state	29	16	25.065	\$558,600	\$874,800	\$1,433,400	\$0	\$0	\$0
Exempt local	6	1	3.557	\$97,200	\$0	\$97,200	\$0	\$0	\$0
Exempt other	5	3	12.895	\$687,300	\$183,100	\$870,400	\$0	\$0	\$0
Aldermanic 4	875	744	594.098	\$35,258,100	\$195,514,300	\$230,772,400	\$26,770,500	\$195,516,000	\$222,286,500
Residential	725	678	333.123	\$17,036,600	\$96,837,800	\$113,874,400	\$17,036,600	\$96,837,800	\$113,874,400
Commercial	58	52	73.164	\$9,733,900	\$98,678,200	\$108,412,100	\$9,733,900	\$98,678,200	\$108,412,100
Manufacturing	1	1	0.537	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	91	13	187.274	\$8,487,600	(\$1,700)	\$8,485,900	\$0	\$0	\$0
Exempt local	78	8	173.665	\$8,030,100	(\$135,900)	\$7,894,200	\$0	\$0	\$0
Exempt other	13	5	13.609	\$457,500	\$134,200	\$591,700	\$0	\$0	\$0
Aldermanic 5	1,076	992	293.101	\$26,739,300	\$155,583,400	\$182,322,700	\$24,886,700	\$153,642,900	\$178,529,600
Residential	913	899	187.601	\$20,612,800	\$134,327,200	\$154,940,000	\$20,612,800	\$134,327,200	\$154,940,000
Commercial	88	78	56.216	\$4,273,900	\$19,315,700	\$23,589,600	\$4,273,900	\$19,315,700	\$23,589,600
Manufacturing	3	0	6.445	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	72	15	42.839	\$1,852,600	\$1,940,500	\$3,793,100	\$0	\$0	\$0
Exempt county	2	1	0.627	\$17,500	\$221,300	\$238,800	\$0	\$0	\$0
Exempt local	46	10	30.950	\$1,089,500	\$210,000	\$1,299,500	\$0	\$0	\$0
Exempt other	24	4	11.262	\$745,600	\$1,509,200	\$2,254,800	\$0	\$0	\$0

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
Aldermanic 6	1,105	928	2,148.294	\$92,781,000	\$503,684,400	\$596,465,400	\$71,039,200	\$501,095,600	\$572,134,800
Residential	864	823	532.633	\$36,990,800	\$231,770,000	\$268,760,800	\$36,990,800	\$231,770,000	\$268,760,800
Commercial	126	99	516.534	\$33,751,500	\$269,305,600	\$303,057,100	\$33,751,500	\$269,305,600	\$303,057,100
Manufacturing	13	0	156.496	\$0	\$0	\$0	\$0	\$0	\$0
Agricultural	15	0	417.780	\$11,558,600	\$0	\$11,558,600	\$113,700	\$0	\$113,700
1st grade tillable	15	0	417.780	\$11,558,600	\$0	\$11,558,600	\$113,700	\$0	\$113,700
Undeveloped	7	0	5.020	\$2,000	\$0	\$2,000	\$1,100	\$0	\$1,100
Road ROW	3	0	1.020	\$400	\$0	\$400	\$300	\$0	\$300
Swamp 2	4	0	4.000	\$1,600	\$0	\$1,600	\$800	\$0	\$800
Agricultural use forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Secondary forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Agricultural homesite	4	4	4.000	\$2,400	\$20,000	\$22,400	\$2,400	\$20,000	\$22,400
Exempt	83	3	456.001	\$10,116,600	\$2,588,800	\$12,705,400	\$0	\$0	\$0
Exempt state	2	0	13.007	\$367,200	\$0	\$367,200	\$0	\$0	\$0
Exempt county	8	0	17.944	\$307,500	\$0	\$307,500	\$0	\$0	\$0
Exempt local	65	0	406.285	\$8,398,500	\$0	\$8,398,500	\$0	\$0	\$0
Exempt other	8	3	18.765	\$1,043,400	\$2,588,800	\$3,632,200	\$0	\$0	\$0
Aldermanic 7	798	634	848.352	\$65,947,700	\$258,136,400	\$324,084,100	\$53,157,400	\$256,807,100	\$309,964,500
Residential	526	510	185.190	\$15,572,900	\$102,751,400	\$118,324,300	\$15,572,900	\$102,751,400	\$118,324,300
Commercial	130	115	290.593	\$37,497,700	\$154,055,700	\$191,553,400	\$37,497,700	\$154,055,700	\$191,553,400
Manufacturing	2	0	11.970	\$0	\$0	\$0	\$0	\$0	\$0
Undeveloped	1	0	11.437	\$173,600	\$0	\$173,600	\$86,800	\$0	\$86,800
Swamp	1	0	11.437	\$173,600	\$0	\$173,600	\$86,800	\$0	\$86,800
Exempt	140	9	349.162	\$12,703,500	\$1,329,300	\$14,032,800	\$0	\$0	\$0
Exempt state	3	1	4.108	\$0	\$0	\$0	\$0	\$0	\$0
Exempt local	110	4	287.620	\$10,397,600	\$0	\$10,397,600	\$0	\$0	\$0
Exempt other	27	4	57.434	\$2,305,900	\$1,329,300	\$3,635,200	\$0	\$0	\$0
Aldermanic 8	925	816	2,344.720	\$45,914,900	\$263,025,500	\$308,940,400	\$37,669,800	\$244,552,900	\$282,222,700
Residential	766	729	639.222	\$29,070,800	\$178,233,400	\$207,304,200	\$29,070,800	\$178,233,400	\$207,304,200
Commercial	62	76	141.563	\$8,590,100	\$66,319,500	\$74,909,600	\$8,590,100	\$66,319,500	\$74,909,600
Agricultural	3	0	39.981	\$415,700	\$0	\$415,700	\$8,900	\$0	\$8,900
2nd grade tillable	3	0	39.981	\$415,700	\$0	\$415,700	\$8,900	\$0	\$8,900
Exempt	95	11	1,523.954	\$7,838,300	\$18,472,600	\$26,310,900	\$0	\$0	\$0
Exempt local	84	7	1,439.561	\$4,531,800	\$207,600	\$4,739,400	\$0	\$0	\$0
Exempt other	11	4	84.393	\$3,306,500	\$18,265,000	\$21,571,500	\$0	\$0	\$0

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
Aldermanic 9	1,100	881	1,359.290	\$32,461,900	\$180,295,851	\$212,757,751	\$21,342,300	\$151,370,900	\$172,713,200
Residential	862	761	481.416	\$16,198,600	\$113,233,900	\$129,432,500	\$16,198,600	\$113,233,900	\$129,432,500
Commercial	80	71	113.621	\$5,105,900	\$38,136,951	\$43,242,851	\$5,105,900	\$38,137,000	\$43,242,900
Manufacturing	6	0	33.988	\$0	\$0	\$0	\$0	\$0	\$0
Undeveloped	3	0	50.250	\$75,400	\$0	\$75,400	\$37,800	\$0	\$37,800
Swamp	3	0	38.750	\$58,100	\$0	\$58,100	\$29,100	\$0	\$29,100
Pond	2	0	11.500	\$17,300	\$0	\$17,300	\$8,700	\$0	\$8,700
Exempt	152	50	680.015	\$11,082,000	\$28,925,000	\$40,007,000	\$0	\$0	\$0
Exempt state	2	0	54.472	\$57,900	\$0	\$57,900	\$0	\$0	\$0
Exempt county	23	11	9.442	\$1,602,100	\$16,344,500	\$17,946,600	\$0	\$0	\$0
Exempt local	84	27	370.028	\$4,823,600	\$11,801,500	\$16,625,100	\$0	\$0	\$0
Exempt other	43	12	246.073	\$4,598,400	\$779,000	\$5,377,400	\$0	\$0	\$0
Total for all aldermanic districts*	9,186	7,970	10,024.317	\$436,307,100	\$2,360,465,251	\$2,796,772,351	\$350,683,700	\$2,291,939,500	\$2,642,623,200

Assessments by BID District

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
BID Business Park	71	39	549.219	\$26,005,500	\$207,827,100	\$233,832,600	\$23,058,000	\$207,827,100	\$230,885,100
Commercial	57	39	328.989	\$23,058,000	\$207,827,100	\$230,885,100	\$23,058,000	\$207,827,100	\$230,885,100
Manufacturing	4	0	95.869	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	10	0	124.361	\$2,947,500	\$0	\$2,947,500	\$0	\$0	\$0
Exempt state	1	0	4.302	\$0	\$0	\$0	\$0	\$0	\$0
Exempt local	8	0	117.050	\$2,757,000	\$0	\$2,757,000	\$0	\$0	\$0
Exempt other	1	0	3.009	\$190,500	\$0	\$190,500	\$0	\$0	\$0
BID Downtown	134	121	42.090	\$8,836,700	\$85,369,900	\$94,206,600	\$8,384,500	\$85,369,900	\$93,754,400
Commercial	132	120	39.143	\$8,384,500	\$85,369,900	\$93,754,400	\$8,384,500	\$85,369,900	\$93,754,400
Manufacturing	1	1	0.537	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	1	0	2.410	\$452,200	\$0	\$452,200	\$0	\$0	\$0
Exempt local	1	0	2.410	\$452,200	\$0	\$452,200	\$0	\$0	\$0
Total for all bid districts*	205	160	591.309	\$34,842,200	\$293,197,000	\$328,039,200	\$31,442,500	\$293,197,000	\$324,639,500

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

Assessments by Lake Mgmt District

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
McDill Lake District	154	145	129.689	\$12,936,100	\$44,713,900	\$57,650,000	\$12,767,300	\$44,713,900	\$57,481,200
Residential	151	144	124.957	\$12,638,200	\$43,769,000	\$56,407,200	\$12,638,200	\$43,769,000	\$56,407,200
Commercial	1	1	1.226	\$129,100	\$944,900	\$1,074,000	\$129,100	\$944,900	\$1,074,000
Exempt	2	0	3.506	\$168,800	\$0	\$168,800	\$0	\$0	\$0
Exempt local	2	0	3.506	\$168,800	\$0	\$168,800	\$0	\$0	\$0
Total for all lake mgmt districts*	154	145	129.689	\$12,936,100	\$44,713,900	\$57,650,000	\$12,767,300	\$44,713,900	\$57,481,200

Assessments by School District

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
School 5607	9,190	7,970	10,025.127	\$436,307,100	\$2,360,465,251	\$2,796,772,351	\$350,683,700	\$2,291,939,500	\$2,642,623,200
Residential	7,317	6,961	3,141.284	\$204,183,200	\$1,306,963,700	\$1,511,146,900	\$204,183,200	\$1,306,963,700	\$1,511,146,900
Commercial	926	841	1,945.809	\$146,070,100	\$984,955,751	\$1,131,025,851	\$146,070,100	\$984,955,800	\$1,131,025,900
Manufacturing	30	1	254.357	\$0	\$0	\$0	\$0	\$0	\$0
Agricultural	18	0	457.761	\$11,974,300	\$0	\$11,974,300	\$122,600	\$0	\$122,600
1st grade tillable	15	0	417.780	\$11,558,600	\$0	\$11,558,600	\$113,700	\$0	\$113,700
2nd grade tillable	3	0	39.981	\$415,700	\$0	\$415,700	\$8,900	\$0	\$8,900
Undeveloped	11	0	66.707	\$251,000	\$0	\$251,000	\$125,700	\$0	\$125,700
Swamp	4	0	50.187	\$231,700	\$0	\$231,700	\$115,900	\$0	\$115,900
Road ROW	3	0	1.020	\$400	\$0	\$400	\$300	\$0	\$300
Pond	2	0	11.500	\$17,300	\$0	\$17,300	\$8,700	\$0	\$8,700
Swamp 2	4	0	4.000	\$1,600	\$0	\$1,600	\$800	\$0	\$800
Agricultural use forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Secondary forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Agricultural homesite	4	4	4.000	\$2,400	\$20,000	\$22,400	\$2,400	\$20,000	\$22,400
Exempt	898	166	4,095.379	\$73,467,000	\$68,525,800	\$141,992,800	\$0	\$0	\$0
Exempt state	67	25	438.430	\$2,528,200	\$1,129,200	\$3,657,400	\$0	\$0	\$0
Exempt county	37	13	48.552	\$2,240,500	\$16,565,800	\$18,806,300	\$0	\$0	\$0
Exempt local	618	75	3,020.236	\$50,997,300	\$25,734,700	\$76,732,000	\$0	\$0	\$0
Exempt other	176	53	588.161	\$17,701,000	\$25,096,100	\$42,797,100	\$0	\$0	\$0
Total for all school districts*	9,190	7,970	10,025.127	\$436,307,100	\$2,360,465,251	\$2,796,772,351	\$350,683,700	\$2,291,939,500	\$2,642,623,200

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

Assessments by TIF District

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
TIF 05	33	27	74.317	\$13,879,000	\$103,022,000	\$116,901,000	\$13,857,900	\$103,022,000	\$116,879,900
Residential	2	2	1.994	\$77,400	\$404,300	\$481,700	\$77,400	\$404,300	\$481,700
Commercial	29	25	72.081	\$13,780,500	\$102,617,700	\$116,398,200	\$13,780,500	\$102,617,700	\$116,398,200
Exempt	2	0	0.242	\$21,100	\$0	\$21,100	\$0	\$0	\$0
Exempt local	2	0	0.242	\$21,100	\$0	\$21,100	\$0	\$0	\$0
TIF 06	97	83	25.315	\$5,553,500	\$44,819,400	\$50,372,900	\$3,795,900	\$38,720,400	\$42,516,300
Residential	1	1	0.285	\$32,400	\$327,100	\$359,500	\$32,400	\$327,100	\$359,500
Commercial	84	77	14.084	\$3,763,500	\$38,393,300	\$42,156,800	\$3,763,500	\$38,393,300	\$42,156,800
Exempt	12	5	10.946	\$1,757,600	\$6,099,000	\$7,856,600	\$0	\$0	\$0
Exempt state	0	1	0.000	\$0	\$0	\$0	\$0	\$0	\$0
Exempt local	10	4	7.176	\$1,208,000	\$6,099,000	\$7,307,000	\$0	\$0	\$0
Exempt other	2	0	3.770	\$549,600	\$0	\$549,600	\$0	\$0	\$0
TIF 07	7	2	55.954	\$3,063,300	\$31,088,900	\$34,152,200	\$3,063,300	\$31,088,900	\$34,152,200
Commercial	4	2	45.997	\$3,063,300	\$31,088,900	\$34,152,200	\$3,063,300	\$31,088,900	\$34,152,200
Exempt	3	0	9.957	\$0	\$0	\$0	\$0	\$0	\$0
Exempt local	3	0	9.957	\$0	\$0	\$0	\$0	\$0	\$0
TIF 08	43	24	132.572	\$4,099,200	\$18,087,100	\$22,186,300	\$3,501,900	\$18,087,100	\$21,589,000
Residential	20	14	5.109	\$441,800	\$3,861,400	\$4,303,200	\$441,800	\$3,861,400	\$4,303,200
Commercial	14	10	61.520	\$3,060,100	\$14,225,700	\$17,285,800	\$3,060,100	\$14,225,700	\$17,285,800
Manufacturing	4	0	37.307	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	5	0	28.636	\$597,300	\$0	\$597,300	\$0	\$0	\$0
Exempt state	1	0	8.705	\$367,200	\$0	\$367,200	\$0	\$0	\$0
Exempt local	4	0	19.931	\$230,100	\$0	\$230,100	\$0	\$0	\$0
TIF 09	53	29	330.972	\$13,038,100	\$163,483,200	\$176,521,300	\$12,837,400	\$163,483,200	\$176,320,600
Commercial	35	29	211.310	\$12,837,400	\$163,483,200	\$176,320,600	\$12,837,400	\$163,483,200	\$176,320,600
Manufacturing	3	0	84.364	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	15	0	35.298	\$200,700	\$0	\$200,700	\$0	\$0	\$0
Exempt state	1	0	4.302	\$0	\$0	\$0	\$0	\$0	\$0
Exempt county	1	0	7.500	\$0	\$0	\$0	\$0	\$0	\$0
Exempt local	11	0	20.487	\$10,200	\$0	\$10,200	\$0	\$0	\$0
Exempt other	2	0	3.009	\$190,500	\$0	\$190,500	\$0	\$0	\$0

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
TIF 10	274	195	111.643	\$13,577,700	\$93,171,400	\$106,749,100	\$8,048,800	\$71,850,300	\$79,899,100
Residential	122	111	21.883	\$1,942,000	\$17,471,200	\$19,413,200	\$1,942,000	\$17,471,200	\$19,413,200
Commercial	66	57	47.802	\$6,106,800	\$54,379,100	\$60,485,900	\$6,106,800	\$54,379,100	\$60,485,900
Manufacturing	4	1	10.642	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	82	26	31.316	\$5,528,900	\$21,321,100	\$26,850,000	\$0	\$0	\$0
Exempt county	22	11	9.442	\$1,602,100	\$16,344,500	\$17,946,600	\$0	\$0	\$0
Exempt local	50	11	19.160	\$3,420,200	\$4,737,100	\$8,157,300	\$0	\$0	\$0
Exempt other	10	4	2.714	\$506,600	\$239,500	\$746,100	\$0	\$0	\$0
TIF 11 Division	81	57	93.407	\$10,841,200	\$34,326,500	\$45,167,700	\$8,640,200	\$34,072,100	\$42,712,300
Residential	21	20	5.640	\$622,000	\$2,717,100	\$3,339,100	\$622,000	\$2,717,100	\$3,339,100
Commercial	38	35	34.081	\$8,018,200	\$31,355,000	\$39,373,200	\$8,018,200	\$31,355,000	\$39,373,200
Manufacturing	1	0	0.323	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	21	2	53.363	\$2,201,000	\$254,400	\$2,455,400	\$0	\$0	\$0
Exempt state	4	2	4.518	\$0	\$254,400	\$254,400	\$0	\$0	\$0
Exempt local	15	0	44.500	\$2,012,900	\$0	\$2,012,900	\$0	\$0	\$0
Exempt other	2	0	4.345	\$188,100	\$0	\$188,100	\$0	\$0	\$0
TIF 12 Church	56	50	55.122	\$4,518,200	\$14,930,000	\$19,448,200	\$4,273,100	\$14,923,300	\$19,196,400
Residential	14	14	3.822	\$393,000	\$2,400,000	\$2,793,000	\$393,000	\$2,400,000	\$2,793,000
Commercial	36	36	43.169	\$3,880,100	\$12,523,300	\$16,403,400	\$3,880,100	\$12,523,300	\$16,403,400
Manufacturing	2	0	4.873	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	5	1	3.258	\$245,100	\$6,700	\$251,800	\$0	\$0	\$0
Exempt local	4	0	2.133	\$156,600	\$0	\$156,600	\$0	\$0	\$0
Exempt other	1	1	1.125	\$88,500	\$6,700	\$95,200	\$0	\$0	\$0
TIF 13 Hwy 10 E	10	7	35.991	\$3,980,400	\$10,891,500	\$14,871,900	\$3,812,700	\$10,891,500	\$14,704,200
Commercial	9	7	35.469	\$3,812,700	\$10,891,500	\$14,704,200	\$3,812,700	\$10,891,500	\$14,704,200
Exempt	1	0	0.522	\$167,700	\$0	\$167,700	\$0	\$0	\$0
Exempt local	1	0	0.522	\$167,700	\$0	\$167,700	\$0	\$0	\$0

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
TIF 14	60	12	874.176	\$25,414,500	\$13,275,000	\$38,689,500	\$7,454,200	\$13,275,000	\$20,729,200
Commercial	18	8	71.682	\$7,157,300	\$13,255,000	\$20,412,300	\$7,157,300	\$13,255,000	\$20,412,300
Manufacturing	1	0	11.505	\$0	\$0	\$0	\$0	\$0	\$0
Agricultural	15	0	417.780	\$11,558,600	\$0	\$11,558,600	\$113,700	\$0	\$113,700
1st grade tillable	15	0	417.780	\$11,558,600	\$0	\$11,558,600	\$113,700	\$0	\$113,700
Undeveloped	7	0	5.020	\$2,000	\$0	\$2,000	\$1,100	\$0	\$1,100
Road ROW	3	0	1.020	\$400	\$0	\$400	\$300	\$0	\$300
Swamp 2	4	0	4.000	\$1,600	\$0	\$1,600	\$800	\$0	\$800
Agricultural use forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Secondary forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Agricultural homesite	4	4	4.000	\$2,400	\$20,000	\$22,400	\$2,400	\$20,000	\$22,400
Exempt	21	0	304.359	\$6,335,100	\$0	\$6,335,100	\$0	\$0	\$0
Exempt county	3	0	3.934	\$800	\$0	\$800	\$0	\$0	\$0
Exempt local	18	0	300.425	\$6,334,300	\$0	\$6,334,300	\$0	\$0	\$0
Total for all tif districts*	714	486	1,789.469	\$97,965,100	\$527,095,000	\$625,060,100	\$69,285,400	\$499,413,800	\$568,699,200

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

Assessments by Vtech School District

District / Category / Class or Use	Parcel Counts*		Acres	Market Values			Assessed Values		
	Land	Impts		Land	Improvements	Total	Land	Improvements	Total
Vtech School 0014	9,190	7,970	10,025.127	\$436,307,100	\$2,360,465,251	\$2,796,772,351	\$350,683,700	\$2,291,939,500	\$2,642,623,200
Residential	7,317	6,961	3,141.284	\$204,183,200	\$1,306,963,700	\$1,511,146,900	\$204,183,200	\$1,306,963,700	\$1,511,146,900
Commercial	926	841	1,945.809	\$146,070,100	\$984,955,751	\$1,131,025,851	\$146,070,100	\$984,955,800	\$1,131,025,900
Manufacturing	30	1	254.357	\$0	\$0	\$0	\$0	\$0	\$0
Agricultural	18	0	457.761	\$11,974,300	\$0	\$11,974,300	\$122,600	\$0	\$122,600
1st grade tillable	15	0	417.780	\$11,558,600	\$0	\$11,558,600	\$113,700	\$0	\$113,700
2nd grade tillable	3	0	39.981	\$415,700	\$0	\$415,700	\$8,900	\$0	\$8,900
Undeveloped	11	0	66.707	\$251,000	\$0	\$251,000	\$125,700	\$0	\$125,700
Swamp	4	0	50.187	\$231,700	\$0	\$231,700	\$115,900	\$0	\$115,900
Road ROW	3	0	1.020	\$400	\$0	\$400	\$300	\$0	\$300
Pond	2	0	11.500	\$17,300	\$0	\$17,300	\$8,700	\$0	\$8,700
Swamp 2	4	0	4.000	\$1,600	\$0	\$1,600	\$800	\$0	\$800
Agricultural use forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Secondary forest	5	0	59.830	\$359,100	\$0	\$359,100	\$179,700	\$0	\$179,700
Agricultural homesite	4	4	4.000	\$2,400	\$20,000	\$22,400	\$2,400	\$20,000	\$22,400
Exempt	898	166	4,095.379	\$73,467,000	\$68,525,800	\$141,992,800	\$0	\$0	\$0
Exempt state	67	25	438.430	\$2,528,200	\$1,129,200	\$3,657,400	\$0	\$0	\$0
Exempt county	37	13	48.552	\$2,240,500	\$16,565,800	\$18,806,300	\$0	\$0	\$0
Exempt local	618	75	3,020.236	\$50,997,300	\$25,734,700	\$76,732,000	\$0	\$0	\$0
Exempt other	176	53	588.161	\$17,701,000	\$25,096,100	\$42,797,100	\$0	\$0	\$0
Total for all vtech school districts*	9,190	7,970	10,025.127	\$436,307,100	\$2,360,465,251	\$2,796,772,351	\$350,683,700	\$2,291,939,500	\$2,642,623,200

* Total parcel counts and parcel counts for a single category or district may not equal the breakdown because a single tax key number can have land or improvements in more than one class or use .

Assessment Year 2025	Report Type FINAL	Comu Code 49281 Auth Code 1330	- OR -	PORTAGE CITY CITY OF STEVENS POINT
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This report is required by the Wisconsin Department of Revenue under sec. 73.03(5), Wis. Stats., and assists in determining the Equalized Value of each taxation district. Reports may be filed electronically from the fourth Monday of April through January 31, 2026.

File this report as early as possible, but no later than the second Monday in June.

- File a "Final" report by the second Monday in June if the Board of Review has adjourned.
- File an "Estimated" report by the second Monday in June if the Board of Review has not adjourned and then file a "Final" report within 10 days after the final adjournment.
- File an "Amended" report only to make corrections to your "Final" report. "Amended" reports must be filed by January 31, 2026.
- You are responsible to file the Municipal Assessment Report (MAR) timely and with correct information.

Assessor Information	
Name of assessor or assessment firm Steven J Shepro	Employment type CONTRACT ASSESSOR
Name of person signing assessment roll affidavit Steven J Shepro	Certification level of person signing assessment roll affidavit ASSESSOR 2
Assessor comments:	

Assessment Information		
Report type FINAL	Assessment type MAINTENANCE	CAMA software name MARKET DRIVE
Open Book - anticipated date	Open Book - final date 04/21/2025	Municipal estimated level of assessment % 87
Board of Review - anticipated date	Board of Review - final date 04/28/2025	TID estimated level of assessment % 87

CLASS 1 RESIDENTIAL			Prior Year SOA	Current Year Assessment	
		Land parcel count	7,324	7,317	
		Improvement parcel count	6,960	6,961	
		# Acres (whole acres)	3,141	3,141	
		Land assessed value	204,157,100	204,183,200	
		Improvement assessed value	1,302,570,400	1,306,963,700	
		Total Assessed Value	1,506,727,500	1,511,146,900	
Increases			Decreases		
Gains in Territory by Annexation or Boundary Adjustment.	Land Improvement Total	0 0	Losses in Territory by Annexation or Boundary Adjustment.	Land Improvement Total	0 0
Comments - all municipalities losing territory T-Hull - approx. 106 acres, all exempt			Comments - all municipalities gaining territory City of Stevens Point. 67+ acres to TID 14, 37+ New City subdivision, all exempt		
Higher land use New plats New Land improvements New construction	Land Improvement Total	11,800 4,579,100 4,590,900	Property physically destroyed or removed	Land Improvement Total	0 485,500 485,500
Comments Christopher Nuenthel: New construction complete = +\$469,400.			Comments Ibex 1641 Main Street, LLC: Raze home at 1649 Main, New Parcel = -\$157,300.		
Property revalued due to removal of extreme economic obsolescence or removal of contamination	Land Improvement Total	0 0	Property revalued due to extreme economic obsolescence or contamination	Land Improvement Total	0 0
Comments			Comments		
Property formerly exempt and now assessed as Real Estate, and/or Personal Property now assessed as Real Estate	Land Improvement Total	120,800 295,900 416,700	Property formerly assessed as Real Estate and now exempt, and/or Real Estate now assessed as Personal Property	Land Improvement Total	162,100 537,300 699,400
Comments			Comments		
Increase due to Revaluation	Land Improvement Total	50,800 683,300 734,100	Decrease due to Revaluation	Land Improvement Total	15,600 318,500 334,100
Comments			Comments		
Shift FROM Manufacturing to Residential	Land Improvement Total	0 0	Shift TO Manufacturing from Residential	Land Improvement Total	0 0
Total # of parcels shifting FROM Manufacturing			Total # of parcels shifting TO Manufacturing		
0			0		
Comments			Comments		
Net Value of shifts to or from Residential (exclude manufacturing)	(+/-)	Net Value of Shift	Comments - Net Value of shifts to or from Residential		
	Land	20,400			
	Improvement	176,300			
	Total	196,700			

CLASS 2 COMMERCIAL			Prior Year SOA		Current Year Assessment		
			Land parcel count		941	926	
			Improvement parcel count		833	841	
			# Acres (whole acres)		1,909	1,946	
			Land assessed value		145,301,500	146,070,100	
			Improvement assessed value		967,702,700	984,955,800	
			Total Assessed Value		1,113,004,200	1,131,025,900	
Increases				Decreases			
Gains in Territory by Annexation or Boundary Adjustment.		Land	0	Losses in Territory by Annexation or Boundary Adjustment.		Land	0
		Improvement	0			Improvement	0
		Total				Total	
Comments - all municipalities losing territory				Comments - all municipalities gaining territory			
Higher land use		Land	500,000	Property physically destroyed or removed		Land	0
New plats		Improvement	23,044,900			Improvement	699,900
New Land improvements		Total	23,544,900			Total	699,900
New construction							
Comments Growth Hotels, LLC: New hotel, 100% complete = +\$5,262,700.				Comments La Clinica De Los Campesinos, Inc: Razed all improvements = -\$664,000.			
Property revalued due to removal of extreme economic obsolescence or removal of contamination		Land	0	Property revalued due to extreme economic obsolescence or contamination		Land	0
		Improvement	0			Improvement	0
		Total				Total	
Comments				Comments			
Property formerly exempt and now assessed as Real Estate, and/or Personal Property now assessed as Real Estate		Land	659,000	Property formerly assessed as Real Estate and now exempt, and/or Real Estate now assessed as Personal Property		Land	142,700
		Improvement	2,215,000			Improvement	1,454,100
		Total	2,874,000			Total	1,596,800
Comments				Comments			
Increase due to Revaluation		Land	87,800	Decrease due to Revaluation		Land	315,100
		Improvement	1,094,900			Improvement	5,812,200
		Total	1,182,700			Total	6,127,300
Comments				Comments			
Shift FROM Manufacturing to Commercial		Land	0	Shift TO Manufacturing from Commercial		Land	0
		Improvement	0			Improvement	959,200
		Total				Total	959,200
Total # of parcels shifting FROM Manufacturing				Total # of parcels shifting TO Manufacturing			
0				1			
Comments				Comments 24-0833402318, Big Chief Properties, former Building on Leased Land/BFI			
Net Value of shifts to or from Commercial (exclude manufacturing)		(+/-)	Net Value of Shift		Comments - Net Value of shifts to or from Commercial		
		Land	-	-20,400			
		Improvement	-	-176,300			
		Total		-196,700			

CLASS 4 AGRICULTURAL				Prior Year SOA	Current Year Assessment
			Parcel count	20	18
			# Acres (whole acres)	536	458
			Total Assessed Value	148,800	122,600
			OPTIONAL Information (Optional acres listed below must also be included in the required Class 4 Acres)		
Acres		Total Assessed Value	Acres		Total Assessed Value
1st grade tillable.....	418	113,700	Orchard	0	0
2nd grade tillable	40	8,900	Christmas tree	0	0
3rd grade tillable	0	0	Irrigated / muck	0	0
Pasture	0	0	Aquaculture ponds	0	0
Cranberry bed.....	0	0	Frac sand agriculture.....	0	0
Total Class 4 Acres	458	122,600	All other specialty	0	0
			Specialty type(s) description:	Acreage change due to City purchase of ag land, now exempt	

CLASS 5 UNDEVELOPED			Prior Year SOA	Current Year Assessment	
		Parcel count	13	11	
		# Acres (whole acres)	68	67	
		Total Assessed Value	125,900	125,700	
Acres		Total Assessed Value	Acres	Total Assessed Value	
Fallow	0	0	Ponds	12	8,700
Swamp	54	116,700	Lake bed / river bottom	0	0
Waste	0	0	Water frontage	0	0
Road right-of-way	1	300	All other specialty	0	0
Conservation easement	0	0	Total Class 5 Acres	67	125,700
Frac sand	0	0	Specialty type(s) description:.....		

CLASS 5m AGRICULTURAL FOREST			Prior Year SOA	Current Year Assessment	
		Parcel count	5	5	
		# Acres (whole acres)	60	60	
		Total Assessed Value	179,700	179,700	
Acres		Total Assessed Value	Acres	Total Assessed Value	
Primary agricultural forest	0	0	Water frontage	0	0
	60	179,700	All other specialty	0	0
Residual agricultural forest	0	0	Total Class 5m Acres	60	179,700
Conservation easement	0	0	Specialty type(s) description:.....		
Frac sand agricultural forest	0	0			

CLASS 6 FOREST			Prior Year SOA	Current Year Assessment	
		Parcel count	0	0	
		# Acres (whole acres)	0	0	
		Total Assessed Value	0	0	
Acres		Total Assessed Value	Acres	Total Assessed Value	
Primary forest	0	0	Water frontage	0	0
	0	0	All other specialty	0	0
Secondary forest	0	0	Total Class 6 Acres		
Residual forest	0	0			
Conservation easement	0	0			
Frac sand forest	0	0			
			Specialty type(s) description:.....		

CLASS 7 OTHER			Prior Year SOA	Current Year Assessment	
	Land parcel count		4	4	
	Improvement parcel count		4	4	
	# Acres (whole acres)		4	4	
	Land assessed value		2,400	2,400	
	Improvement assessed value		20,000	20,000	
	Total Assessed Value		22,400	22,400	
Increases			Decreases		
Gains in Territory by Annexation or Boundary Adjustment.	Improvement	0	Losses in Territory by Annexation or Boundary Adjustment.	Improvement	0
Comments - all municipalities losing territory			Comments - all municipalities gaining territory		
Higher land use New plats New Land improvements New construction	Improvement	0	Property physically destroyed or removed	Improvement	0
Comments			Comments		
Property revalued due to removal of extreme economic obsolescence or removal of contamination	Improvement	0	Property revalued due to extreme economic obsolescence or contamination	Improvement	0
Comments			Comments		
Property formerly exempt and now assessed as Real Estate, and/or Personal Property now assessed as Real Estate	Improvement	0	Property formerly assessed as Real Estate and now exempt, and/or Real Estate now assessed as Personal Property	Improvement	0
Comments			Comments		
Increase due to Revaluation	Improvement	0	Decrease due to Revaluation	Improvement	0
Comments			Comments		
Shift FROM Manufacturing to Other	Improvement	0	Shift TO Manufacturing from Other	Improvement	0
Total # of parcels shifting FROM Manufacturing			Total # of parcels shifting TO Manufacturing		0
Comments			Comments		
Net Value of shifts to or from Other (exclude manufacturing)	(+/-) Improvement	Net Value of Shift 0	Comments - Net Value of shifts to or from Other		

Class 7 Acre Information			
	Acres	Total Assessed Value	
General agricultural site acres	4		Comments:
Mega dairy farm site acres	0	0	
Cranberry land improvement site acres.....	0	0	
Total Class 7 Acres	4		

Class 7 Cranberry Improvement Information		
Prior year cranberry improvement assessed value	0	Comments:
Current year cranberry improvement assessed value	0	
Difference (prior year to current year).....	0	

Additional Acre Information		
	Prior Year SOA Acres	Current Year Acres
Managed forest land (MFL)	0	0
Private forest crop (PFC)	0	0
All other exempt	3,948	4,095

Total Acres in Taxation District (assessed plus exempt)		
Prior Year SOA Total # of Acres in Taxation District	Current Year Total # of Acres in Taxation District	Difference
9,666	9,771	105

Tax Incremental District (TID) Assessment Report

**WI Dept
of Revenue**

TID # 005 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY		District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts					
SCH D OF STEVENS POINT AREA		495607	1503	116,436,600	116,879,900
Total for Regular School Districts				116,436,600	116,879,900
Total TID Value # 005				116,436,600	116,879,900
TID comments 2 tax key numbers added: 24-0829140026, 24-0829140027 due to parcel split					

TID # 005 - New Construction / Demolition		
	Increase	Decrease
Land	100,800	0
Improvements	114,600	0
Total	215,400	0
New Construction / Demolition comments John Parker Development, LLC: Interior alterations = +\$114,600. The Oaks on Maria, LLC: New parcel due to split - CSM #011963 = +\$100,800.		

Tax Incremental District (TID) Assessment Report

WI Dept
of Revenue

TID # 006 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY	District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts				
SCH D OF STEVENS POINT AREA	495607	1611	41,914,900	42,516,300
Total for Regular School Districts			41,914,900	42,516,300
Total TID Value # 006			41,914,900	42,516,300
TID comments H13, LLC: Revalue = +\$601,400. The Opera House, LLC: Interior/exterior renovations = +\$274,600.				

TID # 006 - New Construction / Demolition		
	Increase	Decrease
Land	0	0
Improvements	876,000	0
Total	876,000	0
New Construction / Demolition comments H13, LLC: Revalue = +\$601,400. The Opera House, LLC: Interior/exterior renovations = +\$274,600.		

Tax Incremental District (TID) Assessment Report

WI Dept
of Revenue

TID # 007 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY	District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts				
SCH D OF STEVENS POINT AREA	495607	1789	38,601,900	34,152,200
Total for Regular School Districts			38,601,900	34,152,200
Total TID Value # 007			38,601,900	34,152,200
TID comments Portage County Business Park Owners Assn Inc: Shift from exempt to taxable. = +\$256,700.				

TID # 007 - New Construction / Demolition		
	Increase	Decrease
Land	0	0
Improvements	0	0
Total	0	0
New Construction / Demolition comments 		

Tax Incremental District (TID) Assessment Report

**WI Dept
of Revenue**

TID # 008 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY		District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts					
SCH D OF STEVENS POINT AREA		495607	1884	20,440,100	21,589,000
Total for Regular School Districts				20,440,100	21,589,000
Total TID Value # 008				20,440,100	21,589,000
TID comments Sunrise Pointe Ventures, LLC: New incubator and storage buildings = +\$1,152,800.					

TID # 008 - New Construction / Demolition		
	Increase	Decrease
Land	0	0
Improvements	1,152,800	3,900
Total	1,152,800	3,900
New Construction / Demolition comments Sunrise Pointe Ventures, LLC: New incubator and storage buildings = +\$1,152,800. Sunrise Pointe Ventures, LLC: Remove storage building = -\$3,900.		

Tax Incremental District (TID) Assessment Report

**WI Dept
of Revenue**

TID # 009 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY		District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts					
SCH D OF STEVENS POINT AREA		495607	2015	192,846,900	176,320,600
Total for Regular School Districts				192,846,900	176,320,600
Total TID Value # 009				192,846,900	176,320,600
TID comments 1 tax key number added: 23-0801210011 (combination of parcels - Lineage). TID #9 amended for 2025 and created TID #14					

TID # 009 - New Construction / Demolition		
	Increase	Decrease
Land	59,100	0
Improvements	5,528,500	0
Total	5,587,600	0
New Construction / Demolition comments Growth Hotels, LLC: New hotel, 100% complete = +\$5,262,700. ENT Holdings, LLC: New medical clinic, partial for 2025 = +\$265,800.		

Tax Incremental District (TID) Assessment Report

**WI Dept
of Revenue**

TID # 010 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY	District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts				
SCH D OF STEVENS POINT AREA	495607	2436	79,992,100	79,899,100
Total for Regular School Districts			79,992,100	79,899,100
Total TID Value # 010			79,992,100	79,899,100
TID comments 2 tax key numbers added: 24-0832102016, 24-0832102017 due to parcel split				

TID # 010 - New Construction / Demolition		
	Increase	Decrease
Land	0	0
Improvements	253,600	309,700
Total	253,600	309,700
New Construction / Demolition comments Stevens Point Rentals, LLC: Fire renovations = +\$220,100. Ibex 1641 Main Street, LLC: Raze home at 1649 Main, New Parcel = -\$157,300. Wes Properties, LLC: Raze home = -\$152,400.		

Tax Incremental District (TID) Assessment Report

**WI Dept
of Revenue**

TID # 011 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY	District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts				
SCH D OF STEVENS POINT AREA	495607	2545	42,426,500	42,712,300
Total for Regular School Districts			42,426,500	42,712,300
Total TID Value # 011			42,426,500	42,712,300
TID comments 4 tax key numbers added: 24-0829245001, 24-0829245002, 24-0829401043, 24-0829401044 as a result of parcel splits				

TID # 011 - New Construction / Demolition		
	Increase	Decrease
Land	340,100	0
Improvements	131,000	0
Total	471,100	0
New Construction / Demolition comments Gencap Danna Stevens Point 102, LLC: = +\$243,100. Gencap Danna Stevens Point 102, LLC: New parcel from split of 24-0829240045, project complete except chapel area = +\$228,000.		

Tax Incremental District (TID) Assessment Report

WI Dept
of Revenue

TID # 012 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY	District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts				
SCH D OF STEVENS POINT AREA	495607	2550	18,994,700	19,196,400
Total for Regular School Districts			18,994,700	19,196,400
Total TID Value # 012			18,994,700	19,196,400
TID comments 3 tax key numbers added: 23-0804301215, 23-0804301425, 23-0804301426 as a result of parcel splits				

TID # 012 - New Construction / Demolition		
	Increase	Decrease
Land	0	0
Improvements	166,200	0
Total	166,200	0
New Construction / Demolition comments Jason J. Davis: Building renovations = +\$166,200.		

Tax Incremental District (TID) Assessment Report

**WI Dept
of Revenue**

TID # 013 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY	District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts				
SCH D OF STEVENS POINT AREA	495607	2549	13,376,400	14,704,200
Total for Regular School Districts			13,376,400	14,704,200
Total TID Value # 013			13,376,400	14,704,200
TID comments Store Master Funding XXV, LLC: New Tsunami Express Car Wash, partial = +\$890,600. Agree Limited Partnership: Hobby Lobby building 100% complete = +\$437,200.				

TID # 013 - New Construction / Demolition		
	Increase	Decrease
Land	0	0
Improvements	1,327,800	0
Total	1,327,800	0
New Construction / Demolition comments Store Master Funding XXV, LLC: New Tsunami Express Car Wash, partial = +\$890,600. Agree Limited Partnership: Hobby Lobby building 100% complete = +\$437,200.		

Tax Incremental District (TID) Assessment Report

WI Dept
of Revenue

TID # 014 PORTAGE COUNTY, CITY OF STEVENS POINT SPLIT WITH 0 COUNTY	District Code	TID Account Number	Prior Year Assessed Value	Current Year Assessed Values
School Districts				
SCH D OF STEVENS POINT AREA	495607	2913	0	20,729,200
Total for Regular School Districts			0	20,729,200
Total TID Value # 014			0	20,729,200
TID comments TIF 14 is new for 2025, which amended TIF 9				

TID # 014 - New Construction / Demolition		
	Increase	Decrease
Land	0	0
Improvements	317,800	0
Total	317,800	0
New Construction / Demolition comments Russell Gymnastics, LLC: New 2400 sf addition = +\$317,800.		

Preparer Information

Name	SANDRA KRATZKE	Title	APPRAISER
Email	SKRATZKE@STEVENSPOINT.COM	Phone	715-346-1553

Signature Statement

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with the statement above?

☒ YES ☐ NO

Submission Information

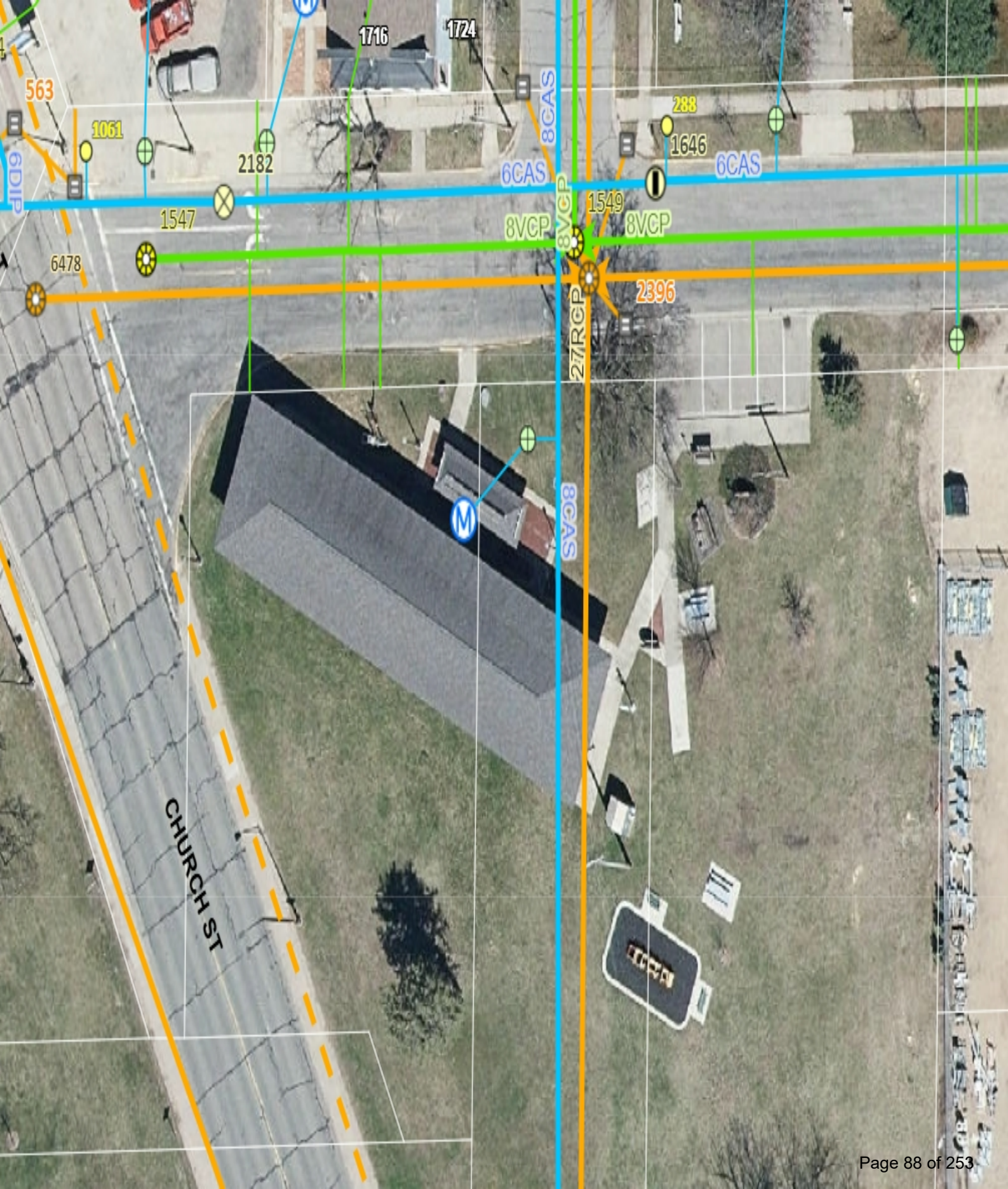
You successfully submitted your form. Save and/or print a copy for your records.

Co-muni code: 49281

Submission date: 05-01-2025 09:43 AM

Confirmation: MAR20251330O1745868491747

Submission type: ORIGINAL





FRIENDS OF 2713

Working to preserve Stevens Point area rail road history.

4/25/2025

Mr. Kremer:

This letter is in regards to naming the steam train display owned by the city, located on the southeast corner of Monroe St. and Church St. The Friends of 2713 was started in 1995 and continues to the present to maintain the display. We are requesting that the City of Stevens Point designate the land the display sits on a city park. We also request it be named "Leary Park" in honor of Herb and Theresa Leary and the many family members who worked for Soo Line and in 2004 donated \$80,000 to construct a roof over the display. This donation made a significant improvement to the historic presentation of the train while greatly reducing maintenance on Engine 2713 and Caboose 158. The donation also acted as a catalyst to raise additional funds to finish the display.

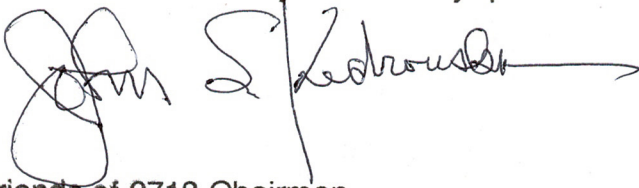
Engine 2713 was donated to the city in 1955 and caboose was added some time in the 1970's. The Stevens Point Common Council designated the train display a local land mark in 1995.

The display sits on a piece of Wyatt Ave. that was vacated when the Church St. underpass was built around 1939. In 1987 an adjacent parcel lying to the east was donated by the SooLine railroad before they stopped train operations in the area.

Some people think that the train display is part of Veterans Park which is located across Church St. to the west. I have not found any documentation to verify that or if the train display has ever been designed a park.

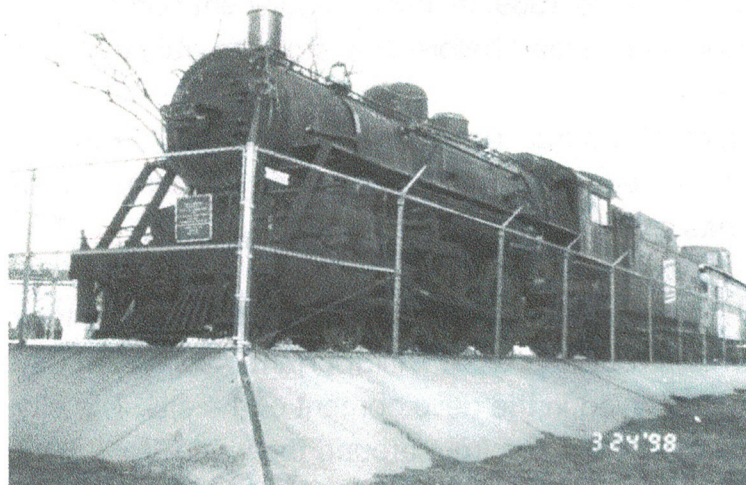
I believe it is time to designate this area "Leary Park" to honor their donation to building a quality train root to protect an important display that pays tribute to the importance the train played in the development of the city. The city can be proud of the display to its citizens and visitors from around the world.

Please contact me if you have any questions.



Friends of 2713 Chairman
John Kedrowski
1740 Madison St.
Stevens Point, WI. 54481
715-344-0619
jkedro@sbcglobal.net
website: soo2713.org

Below are before and after the train roof.



RESOLUTION

[SIGN VARIANCE – 3600 NORTH POINT DRIVE – INSTALL A FREESTANDING SIGN]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 3600 North Point Drive **(Parcel ID 281240822330001)** and described as LOT 1B CSM#7567-28 - 47&A EXCL PART STRIP ON WEST SIDE LYG IN TOWN OF HULL BNG PRT SWSW S22 T24 R8 5.67A 505/1029 530\949 591757-ANNEX, City of Stevens Point, Portage County, Wisconsin, is hereby granted a sign variance to install a freestanding sign, subject to the following conditions:

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: August 4, 2025
Adopted: August 18, 2025

Committee: Plan Commission
Drafted by: Adam Kuhn
Return to: City Clerk

RESOLUTION

[NORTHEAST CORNER OF COUNTY ROAD HH & HOOVER ROAD – REZONE FROM THE “R-1” SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT TO THE “B-4” COMMERCIAL DISTRICT]

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 3383 Hoover Road (**Parcel ID 281230802301117**), 5278 County Road HH (**Parcel ID 281230802301118**) and an unaddressed parcel bounded by County Road HH (**Parcel ID 281230802301119**). The property located at 3383 Hoover Road is described as S1/2 SWSW EX LT 1 CSM 10/62 EX PRT ROW DES 493/498&766991 S2 T23 R8 14.32A 895939;895940, City of Stevens Point, Portage County, Wisconsin. The property located at 5278 Hoover Road is described as L1 CSM#11026-51-6 BNG PRT SWSW S2 T23 R8 2.62A 895941, City of Stevens Point, Portage County, Wisconsin. The unaddressed parcel bounded by County Road HH is described as L2 CSM#11026-51-6 BNG PRT SWSW S2 T23 R8 1.12A 895938, City of Stevens Point, Portage County, Wisconsin. Said properties are hereby rezoned from the “R-1” Suburban Single-Family Residence District to the “B-4” Commercial District.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: August 4, 2025
Adopted: August 18, 2025

Committee: Plan Commission
Drafted by: Adam Kuhn
Return to: City Clerk



July 8, 2025

MEMORANDUM

TO: Personnel Committee

FROM: Mayor Wiza

RE: Request increase compensation for Police and Fire Commissioners

Extensive research by staff, particularly Shannon Eckels, has turned up the following information:

- Police and Fire Commissioner's compensation must be set by ordinance.
- It looks like the Police and Fire Commission was created in September of 1933, at which point Commissioners received no compensation at all.
- In March of 1970, an informational memo from then Chief Ray Kulas stated commissioners would get \$10.00 for each meeting \$5 from the Police and \$5 from the Fire Department, with a maximum of \$180/year.
- We found little information on compensation between 1970 and 1994. We do know the Police Chief's salary in 1972 was \$1029.16 per month and a probationary patrolman \$598.15/month. The Fire Chief's salary was the same as PD, but a probationary firefighter earned \$630.00/month.
- Administrative Assistant, Lee Ann Spoon, was hired in 1994 and while we found no compensation records, she recalls it being \$15 per meeting.
- Sometime before 2004, it was increased to \$30 per meeting, which is where it sits today.
- After more than 20 years, we are recommending an increase in the compensation of Police and Fire Commissioners to \$50 per meeting. Multiple meetings in the same day would not count for compensation.

Respectfully submitted,

Mayor Mike Wiza

City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481-
3594

FAX 715-346-1498



Susan Pagel
City Clerk

715-346-1569

Hours: Monday-Friday 7:30am – 4:00pm CST

Website: StevensPoint.com/clerk

MEMO

Date: July 8, 2025

To: Finance Committee

From: Susan Pagel, City Clerk

RE: Reduce Polling Locations and Purchase Badger Books

Dear Finance Committee Chairperson and members:

Retired Clerk Yenter, in the last weeks of her term, worked with the Portage County Clerk's office to provide a way to improve efficiency and security in voting by decreasing the polling locations from 11 to 6 and acquiring electronic poll books such as Badger Books. I want to clarify that this change does not alter Aldermanic districts which currently share the same numbering as the polling locations.

Badger Books have been used in Wisconsin since 2017 and are the only e-polling book created and approved by the Wisconsin Elections Commission to complete three primary tasks on Election Day:

1. Checking in voters
2. Election Day Registrations
3. Processing absentee ballots

Since 2017, Badger Books have grown to approximately 50% usage in Portage County. They are currently used in the following municipalities:

Towns: Alban, Carson, Grant, Hull, Lanark, New Hope, Plover, Sharon, Stockton
Villages: Junction City, Plover, Whiting

Efficiencies:

- Faster check-ins.
- Streamlines registration, eliminating paper registrations.
- Streamline post-election data entry and reconciliation.
- Quicker visibility of voter participation on MyVote.wi.gov.
- Greater flexibility for Chief Inspectors in managing their polling place needs.

Increased Security:

- On-screen prompts help poll workers avoid errors and ensure compliance with statutory requirements.
- Unique usernames and passwords for poll workers enable tracking of system activity.

- Badger Books are not connected to the internet but operate on a local network.
- Badger Books are loaded only with the data necessary to run an election.
- Voter and participation data is encrypted and secure.

The implementation of Badger Books will help modernize the election processes and streamline operations which will address future challenges such as the loss of the City Annex as a polling location and the potential for the retirement of several Chief Inspectors.

By decreasing from 11 polling locations to 6, we need fewer poll workers, fewer polling locations, less election day travel for the clerk allowing more time in-office, easier implementation of new technology, and simplified logistics for polling equipment and supply delivery.

District 1 and District 5 will move next door to their current location:

District 1 We are losing the location at 1101 Centerpoint Dr.

Will combine with District 4 and will move to 1001 Centerpoint Dr.

District 5 Will combine with District 2 and move from 933 Michigan Ave. to 2442 Sims Ave.

There are three remaining districts:

District 6 Will combine with District 7 and move from 2700 Week St. to 900 Brilowski Rd.
(1.5 miles)

District 10 Will combine with District 9 and move from 300 Bliss Ave. to 1519 Water St.
(1.0 miles)

District 11 Will combine with District 3 and move from 2442 Sims Ave. to 1015 Reserve St.
(.6 miles)

Out of the potential 16,198 voters, the change of Districts 6, 10, and 11 will affect 1973 addresses. Some voters will have a closer commute to their new polling place, while others may travel slightly farther. The average increase in travel is 0.17 miles.

The Wisconsin Elections Commission recommends one Badger Book for every 800 voters plus an additional unit to be used as a server. Each unit requires a back-up battery. Every polling location will also need a router. Based on this recommendation, we will require 28 Badger Books.

The estimated expense to implement Badger Books for 6 locations: **\$75,300.**

This cost is expected to be offset by reduced labor and savings from supplies within two election cycles.

I am requesting approval to decrease polling locations from 11 to 6, and approval to purchase 28 Badger Books and the necessary equipment, as recommended by the Wisconsin Elections Commission.

Susan Pagel

From: Kari Yenter
Sent: Friday, April 25, 2025 7:21 AM
Subject: Potential Election Cost Savings
Attachments: Box Plot by District.pdf; Histogram.pdf

Alderpersons,

I wanted to share with you something the Council may want to consider in the future is the purchase of additional election equipment. Electronic poll books such as Badger Books could improve efficiency and reduce election costs over time. To provide for the best cost savings, this would require combining polling locations.

I started to do some research into electronic poll books. We currently have 11 polling locations. Reducing the number of polling locations to six and implementing electronic poll books would be an approximate cost saving of \$54,723 in poll worker wages over two years. There would also be a cost savings of approximately \$4,800 in limited term employee wages over two years. This is a total of \$59,523 in just two years. The cost of the equipment would be approximately \$75,300 so in just over two years, the equipment would pay for itself. Something to think about. Currently in Portage County, approximately 50 percent of the municipalities are using Badger Books.

Polling location combinations:

District 1 and District 4 (approximately 2,941 voters)
District 9 and District 10 (approximately 2,984 voters)
District 3 and District 11 (approximately 2,624 voters)
District 2 and District 5 (approximately 2,908 voters)
District 6 and District 7 (approximately 3,061 voters)
District 8 (approximately 1,680 voters)

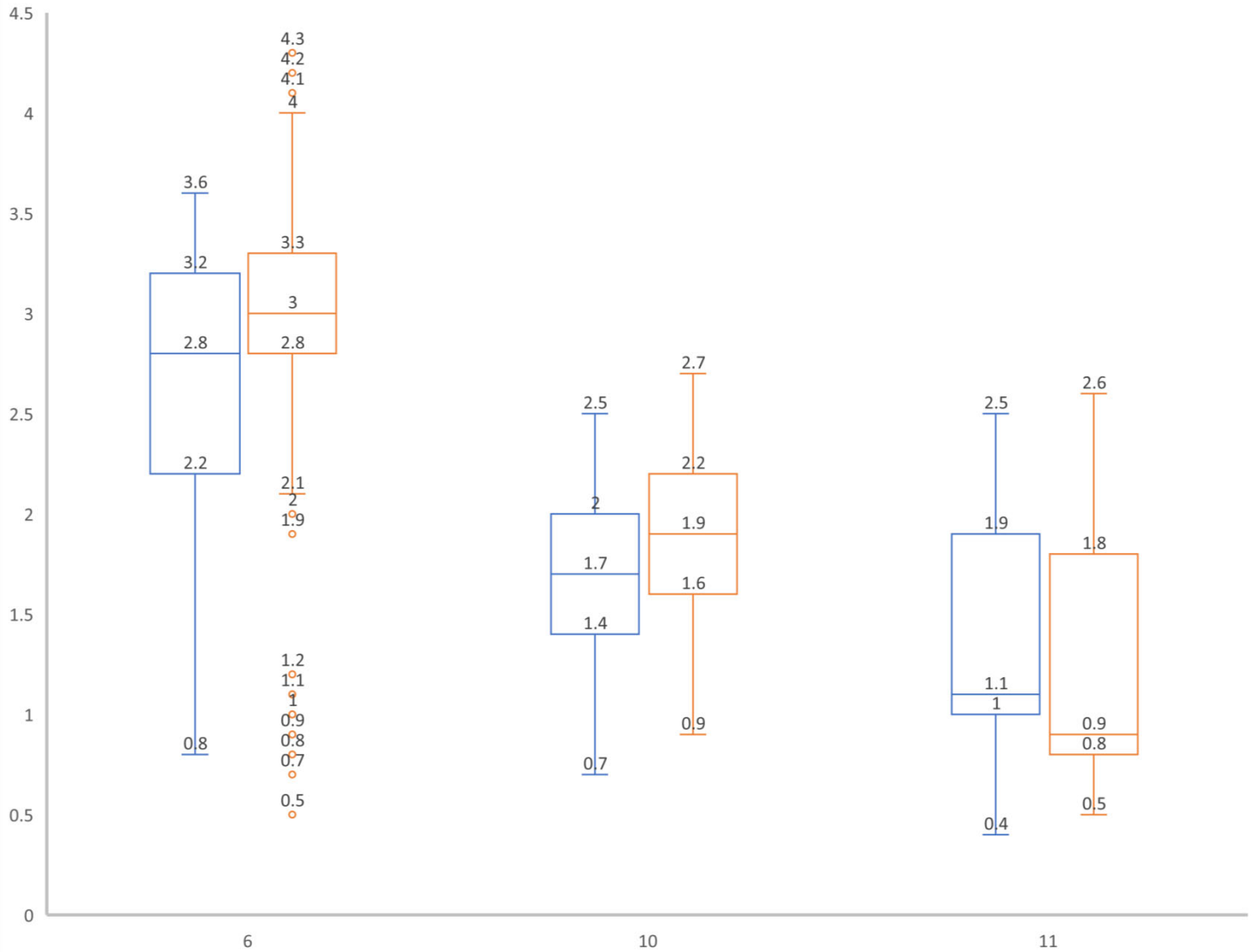
Attached are charts estimating the current distance voters travel to their polling location and the estimated distance they will need to travel if the polling locations are combined.

This information has also been shared with incoming Clerk, Susan Pagel. I would encourage her to further explore this option.

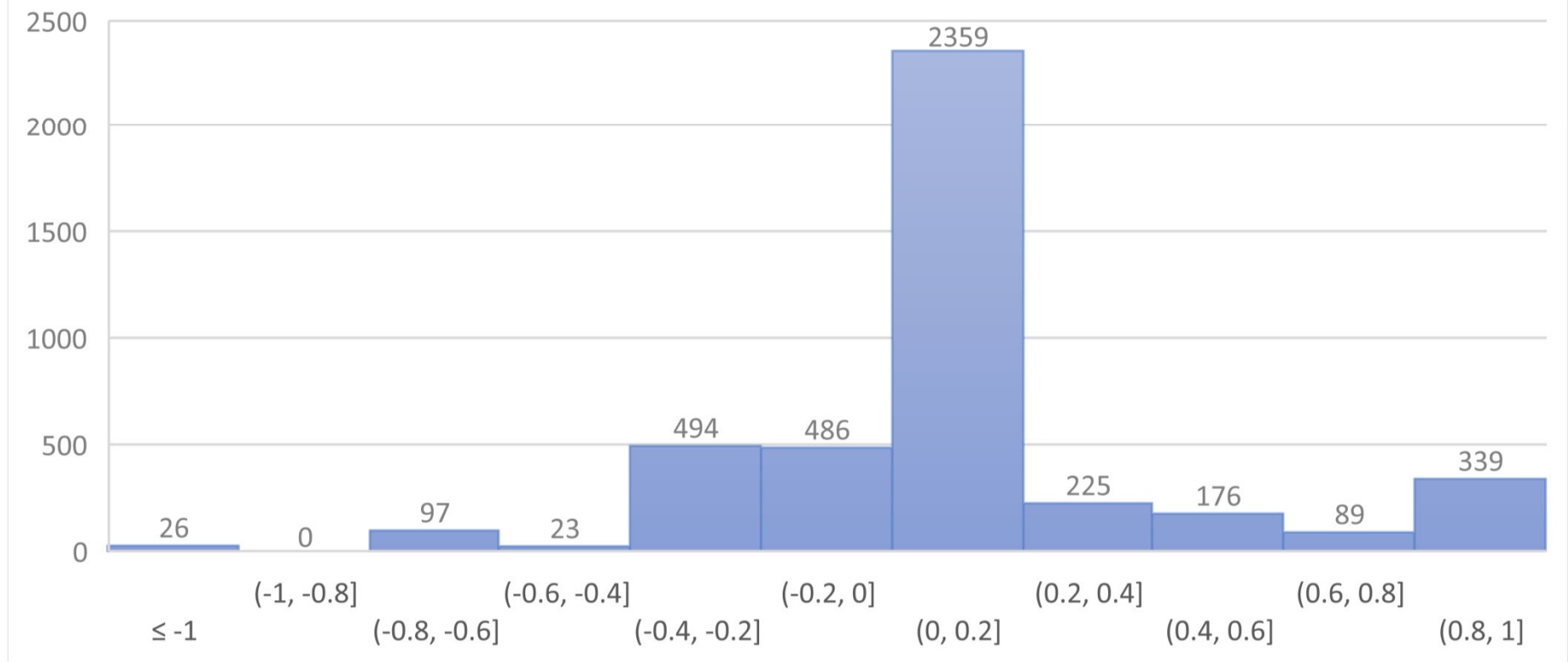
Thank you,
Kari Yenter, City Clerk
City of Stevens Point
1515 Strongs Avenue, Stevens Point, WI 54481
715-346-1569

DISTANCE TO POLLING LOCATION BY DISTRICT

Current Distance New Distance



Frequency of Change in Distance Districts 6,10,11



Make Election Day a Breeze!

Badger books are computers that have a copy of the state-wide voter list and software that automates verifying and checking-in voters and absentee ballots at polling places on Election Day. They are the only electronic poll books authorized for use in Wisconsin elections.

Within each polling place, Badger Books are connected securely to communicate to each other, but do not connect to the Internet or any other network outside the polling place.

After municipalities purchase the hardware and submit a Memorandum of Understanding to the WEC, access to the free Badger Book application and support from WEC will be provided.

While Badger Books will improve the way municipalities administer elections, they are not mandatory and participation is optional.

BADGER BOOK BASICS

- ✓ Check in voters quickly and securely
- ✓ Find voter's easily with ID scanner
- ✓ Increase data accuracy and quality
- ✓ No more manual entry of election participation

✗ Never connected to the internet

If you have any questions about the Badger Book program or would like to learn more, please contact the Wisconsin Elections Commission at:

(608) 261-2028 or epollbook@wi.gov

For clerks, additional information about Badger Books can be found by scanning the QR code below.



Wisconsin Elections Commission
WEC Help Desk:
(608) 261-2028
Badger Book e-mail:
epollbook@wi.gov

Badger Book

Wisconsin's Electronic Poll Book



It's Electric!

The Badger Book is an e-poll book.

What does that mean?

"e" stands for electronic, "poll book" stands for poll book

A Badger Book is a:

- ✓ Poll book
- ✓ Absentee ballot log
- ✓ Digital voter registration form

What can Badger Books do for you?

- ✓ Quicker voter check-ins and registrations
- ✓ Process absentees in a snap
- ✓ Improve polling place flow
- ✓ No more splitting poll books
- ✓ Reduce poll worker mistakes
- ✓ Improve data quality
- ✓ Consolidate polling places
- ✓ Require fewer election inspectors
- ✓ Streamline post-election data entry and reconciliation
- ✓ Voters will be able to view their participation sooner in MyVote

ELECTION DAY!

Prior to Election Day, the poll book for your entire municipality is loaded onto the Badger Book.

Badger Books complete three primary tasks on Election Day:

- ✓ Checking in voters
- ✓ Election Day Registrations
Processing absentee ballots
- ✓ After Election Day, participation data is taken from the Badger Book and uploaded into WisVote.

This includes in-person participation, absentee participation, and information from Election Day Registrations.



Are Badger Books safe?

There are multiple layers of security to protect the system and voter information:



BADGER BOOKS ARE NEVER CONNECTED TO THE INTERNET

- ✓ The data loaded onto Badger Books comes from WisVote, the secure statewide voter registration system
- ✓ Each Badger Book is password protected and each poll worker has their own user credentials to log in to the application
- ✓ Voter and participation data is encrypted and secure
- ✓ Badger Books communicate via a wireless router, but only within the polling place
- ✓ Like a paper poll book, only the data necessary to run an election is included, so no Personally Identifiable Information (PII) is accessible

RESOLUTION

COMBINE WARDS FOR VOTING PURPOSES

WHEREAS, pursuant to Wis. Stat. § 5.15(6)(b), the governing body of a municipality with a population of less than 35,000 may provide by resolution for the combination of two or more wards for voting purposes to facilitate using common polling places, and that the resolution shall remain in effect for each election until modified or rescinded or until a new division is made under section 5.15, Wisconsin Statutes, as further described in said statute; and

WHEREAS, the City of Stevens Point has a population of less than 35,000, and has been divided into 35 Wards, 11 polling places, 11 Aldermanic Districts, and

WHEREAS, to facilitate the administration of elections in the City of Stevens Point, the Common Council finds that it is necessary and appropriate to combine the Wards to reduce polling places from 11 to 6, and

NOW, THEREFORE, BE IT RESOLVED, that the City of Stevens Point combines Wards 1-3 and 10-12, Wards 4-6 and 13-15, Wards 7-9 and 31-33 & 35 , Wards 16-18 and 19-21 & 34, Wards 25-27 and 28-30 except where specified below for voting purposes, to share the common polling place indicated, and such combined Wards shall use common voting machines and ballots, using separate styles only as required under Wisconsin Statutes, and

BE IT FURTHER RESOLVED, that all election wards in the City of Stevens Point shall be combined in the aforementioned manner, except for primaries or elections that include Portage County Supervisor contests, shall be combined as follows:

Supervisory District 1 – Wards 1 - 3
Supervisory District 2 – Wards 4 & 5
Supervisory District 2 – Wards 32 & 25
Supervisory District 3 – Wards 7 - 9
Supervisory District 4 – Wards 10 & 11
Supervisory District 5 – Wards 31 & 33
Supervisory District 6 – Wards 14 & 15
Supervisory District 7 – Wards 16 - 18
Supervisory District 8 – Wards 22 - 24
Supervisory District 9 – Wards 27 & 28
Supervisory District 10 – Wards 19 & 20 & 34

and such combined Wards shall use common voting machines and ballots, using separate styles only as required under Wisconsin Statutes, and

BE IT FURTHER RESOLVED, that the polling places will be located as follows:

Polling place 1: Wards 1-3 and 10-12 Aldermanic District 1 and 4
Mid-State Technical College, 1001 Centerpoint Drive

Polling place 2: Wards 4-6 and 13-15 Aldermanic District 2 and 5
Parks & Recreation Center, 2442 Sims Avenue

Polling place 3: Wards 7-9 and 31-33 & 35 Aldermanic District 3 and 11
Dreyfus University Center, 1015 Reserve Street

Polling place 4: Wards 16-18 and 19-21 & 34 Aldermanic District 6 and 7
Beloved Community Church, 900 Brilowski Road

Polling place 5: Wards 22-24 Aldermanic District 8
St. Paul United Methodist Church, 600 Wilshire Boulevard

Polling place 6: Wards 25-27 and 28-30 Aldermanic District 9 and 10
Lincoln Center, 1519 Water Street

BE IT FURTHER RESOLVED, that upon passage, this resolution shall remain in effect for each election until modified or rescinded, in accordance with Wisconsin Statutes, or until a new division of Wards is made.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Review: Finance Committee
Dated: July 14, 2025
Adopted: August 18, 2025
Drafted by: Susan Pagel

**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 15.03 of the Revised Municipal Code of the City of Stevens Point, Polling Places, is hereby amended to read as follows:

15.03 POLLING PLACES:

~~(1) First District: City Annex 1001 Centerpoint Drive~~
~~(2) Second District: Stevens Point Recreation Center 2442 Sims Avenue~~
~~(3) Third District: Dreyfus University Center 1015 Reserve Street~~
~~(4) Fourth District: Mid-State Technical College 1001 Centerpoint Drive~~
~~(5) Fifth District: Stevens Point Police Department 933 Michigan Avenue~~
~~(6) Sixth District: Stevens Point Transit 2700 Week Street~~
~~(7) Seventh District: Beloved Community Church 900 Brilowski Road~~
~~(8) Eighth District: St. Paul's United Methodist Church 600 Wilshire Blvd.~~
~~(9) Ninth District: Lincoln Center 1519 Water Street~~
~~(10) Tenth District: Stevens Point Water Department 300 Bliss Avenue~~
~~(11) Eleventh District: Stevens Point Recreation Center 2442 Sims Avenue~~

Polling Place	Address	Aldermanic District(s)
(1) Mid-State Technical College	1001 Centerpoint Drive	1 & 4
(2) Stevens Point Recreation Center	2442 Sims Avenue	2 & 5
(3) Dreyfus University Center	1015 Reserve Street	3 & 11
(4) Beloved Community Church	900 Brilowski Road	6 & 7
(5) St. Paul's United Methodist Church	600 Wilshire Boulevard	8
(6) Lincoln Center	1519 Water Street	9 & 10

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, Clerk

Reviewed: Finance Committee
Dated: July 14, 2025
Adopted: August 18, 2025
Published: August 28, 2025
Drafted by: Susan Pagel and Andrew Beveridge

Line Item	Item Code	Item Description	UofM	Quantity	Stuczynski Trucking & Excavating, Inc		Relyco Plus LLC		A-1 Excavating LLC		Haas Sons, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	Mobilization	LS	1	\$42,500.00	\$42,500.00	\$50,500.00	\$50,500.00	\$38,000.00	\$38,000.00	\$36,960.00	\$36,960.00
2	2	Common Excavation	CY	5,650	\$10.00	\$56,500.00	\$17.80	\$100,570.00	\$18.00	\$101,700.00	\$19.19	\$108,423.50
3	3	Excavation Below Subgrade (EBS)(Undistributed)	CY	300	\$12.00	\$3,600.00	\$17.80	\$5,340.00	\$18.00	\$5,400.00	\$27.08	\$8,124.00
4	4	Prepare Foundation for Asphaltic Paving	LS	1	\$17,510.00	\$17,510.00	\$14,000.00	\$14,000.00	\$18,800.00	\$18,800.00	\$17,225.00	\$17,225.00
5	5	Biaxial Geogrid	SY	16,850	\$2.00	\$33,700.00	\$1.50	\$25,275.00	\$1.80	\$30,330.00	\$2.00	\$33,700.00
6	6	Dense Graded Base, 1 1/4-in	TON	8,100	\$15.50	\$125,550.00	\$11.59	\$93,879.00	\$17.00	\$137,700.00	\$16.51	\$133,731.00
7	7	Dense Graded Base, 3/4-in	TON	350	\$55.00	\$19,250.00	\$35.00	\$12,250.00	\$24.00	\$8,400.00	\$27.51	\$9,628.50
8	8	HMA Pavement - 3MT 58-28 S	TON	2,100	\$88.56	\$185,976.00	\$85.97	\$180,537.00	\$88.00	\$184,800.00	\$86.85	\$182,385.00
9	9	HMA Pavement - 4MT 58-34 S	TON	1,650	\$96.35	\$158,977.50	\$93.54	\$154,341.00	\$97.00	\$160,050.00	\$94.50	\$155,925.00
10	10	Adjusting Existing Structure	EA	15	\$2,000.00	\$30,000.00	\$1,780.00	\$26,700.00	\$2,150.00	\$32,250.00	\$2,500.00	\$37,500.00
11	11	Install Valve Box	EA	18	\$1,000.00	\$18,000.00	\$1,840.00	\$33,120.00	\$1,150.00	\$20,700.00	\$850.00	\$15,300.00
12	12	Temporary Mailboxes	EA	53	\$250.00	\$13,250.00	\$125.00	\$6,625.00	\$150.00	\$7,950.00	\$75.00	\$3,975.00
13	13	Seed Restoration	SY	2,000	\$1.00	\$2,000.00	\$7.50	\$15,000.00	\$7.00	\$14,000.00	\$16.66	\$33,320.00
14	14	Erosion Control	LS	1	\$1,000.00	\$1,000.00	\$2,850.00	\$2,850.00	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00
15	15	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$2,490.00	\$2,490.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
16	16	Staking	LS	1	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00	\$8,400.00	\$8,400.00	\$5,000.00	\$5,000.00
17	17	Pavement Marking - Paint	LS	1	\$14,100.00	\$14,100.00	\$13,425.00	\$13,425.00	\$14,100.00	\$14,100.00	\$13,425.00	\$13,425.00
		Base Bid Total:				\$733,413.50		\$740,402.00		\$790,580.00		\$802,622.00
18	A1	Common Excavation (Addition)	CY	1,950	\$10.00	\$19,500.00	\$17.80	\$34,710.00	\$18.00	\$35,100.00	\$17.11	\$33,364.50
19	A2	Biaxial Geogrid (Deduction)	SY	-16,850	\$2.00	(\$33,700.00)	\$1.50	(\$25,275.00)	\$1.80	(\$30,330.00)	\$2.00	(\$33,700.00)
20	A3	Dense Graded Base, 1 1/4-in (Addition)	TON	3,850	\$15.50	\$59,675.00	\$11.59	\$44,621.50	\$17.00	\$65,450.00	\$16.51	\$63,563.50
		Alternate Bid Total:				\$45,475.00		\$54,056.50		\$70,220.00		\$63,228.00
		Base Bid + Alternate 1 Total				\$778,888.50		\$794,458.50		\$860,800.00		\$865,850.00
		Base Bid + Alternate 1 Total with Contingency:				\$895,721.78		\$913,627.28		\$989,920.00		\$995,727.50

2025 Concrete Pavement Repair Project #25-106
City Stevens Point
08/05/2025 10:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Vinton Construction		Zignego	
					Unit Price	Extension	Unit Price	Extension
1	416.1710	Concrete Pavement Repair	S.Y.	460	\$185.00	\$85,100.00	\$180.00	\$82,800.00
2	416.1720	Concrete Pavement Replacement	S.Y.	415	\$155.00	\$64,325.00	\$180.00	\$74,700.00
3	619.1000	Mobilization	EACH	1	\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00
4	643.5000	Traffic Control (Project)	EACH	1	\$6,000.00	\$6,000.00	\$5,536.00	\$5,536.00
5	690.0250	Sawing Concrete	L.F.	2,570	\$3.00	\$7,710.00	\$3.00	\$7,710.00
Total:						\$178,135.00		\$245,746.00
Total with Contingency:						\$204,855.25		\$282,607.90

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

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

SECTION I: That subsection 25 of Section 9.05(h) of the Revised Municipal Code, **No Parking Between Signs** is hereby **created** to read as follows:

9.05(h) 25. On the south side of Heffron Street from a point 164 feet west of Clifford Street to a point 246 feet west of Clifford Street.

SECTION II: This Ordinance change shall take effect upon passage and publication.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: July 30, 2025
Approved: August 18, 2025
Published: August 28, 2025

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

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

SECTION I: That Subsection 9.01 of the Revised Municipal Code, Provisions of State Traffic Law Adopted by Reference, is hereby **amended** to read as follows:

9.01 Provisions of State Traffic Law Adopted by Reference

Except as otherwise specifically provided in this code, the statutory provisions in Chapters 340 to 348, Chapter 350, and Section 23.33 of the Wisconsin Statutes, describing and defining regulations with respect to vehicles, traffic, and use of All Terrain Vehicles and Utility Terrain Vehicles, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment are hereby adopted and by reference made a part of this code as if fully set forth herein. Additionally, to the greatest extent allowed under Wis. Stat. § 349.06(1)(c), the regulations promulgated by the Wisconsin Department of Transportation under Wis. Stats. Chs. 110, 347, and 348 are hereby adopted and by reference made a part of this code as if fully set forth herein. Any act required to be performed or prohibited by a statute incorporated herein by reference is required or prohibited by this code. Any future amendments, revisions, or modifications of the statutes incorporated herein are intended to be made part of this code in order to secure uniform statewide regulation of traffic on the highways, streets, and alleys of the State of Wisconsin.

(a) That Section 349.21(1) of the Wisconsin Statutes is hereby adopted.*

*which provides that school bus operators may use flashing red warning lights in a residence or business district when pupils or other authorized passengers are to be loaded or unloaded at a location at which there are no traffic signals and such persons must cross the street or highway before being loaded or after being unloaded.

SECTION II: That Section 9.20 of the Revised Municipal Code, Unnecessary Acceleration, is hereby created as follows:

9.20 Unnecessary Acceleration:

- a. No driver of any vehicle shall cause, by excessive and unnecessary acceleration, the tires of such vehicle to spin and emit loud noises or to unnecessarily throw stones or gravel. No driver of any vehicle shall accelerate in an unnecessary or excessive manner which causes loud noise as would disturb the public peace.
- b. No person shall accelerate any motor vehicle, motorcycle, or motor driven machinery with an unnecessary exhibition of speed or power on any public or private way.
- c. Prima facie evidence of a violation of part a. or b. shall include unreasonable squealing or screeching sounds emitted by the tires, the throwing of sand or gravel by the tires, or excessive noise being emitted by the engine.

- d. “Unnecessary exhibition of speed” shall mean acceleration in excess of that needed to join the flow of traffic at a speed in keeping with the reasonable and prudent speed upon the roadway or the posted speed limit, whichever is lower based on road conditions existing at the time of the offense.
- e. Penalty. Anyone violating this Section shall forfeit not less than \$50.00 nor more than \$200.00, plus applicable Municipal Court fees and costs, and shall receive demerit points in accordance with Wis. Admin. Code. § TRANS 101.02

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: August 12, 2025
Approved: August 18, 2025
Published: August 28, 2025

From: [Allison C. De Franze](#)
To: [Corey Ladick](#)
Subject: Re: Clendenning v City of Stevens Point
Date: Monday, August 4, 2025 3:14:56 PM

Hi Corey,

I am in receipt of the claim that has been filed by Melissa Clendenning against the City of Stevens Point for injuries sustained as a result of a trip and fall in a City parking lot on June 20, 2025. As you are aware, the City of Stevens Point is self-insured for this loss, and should the City decide to settle this matter, the settlement would come from City funds.

It is my understanding that the City does take corrective action to address defects on city sidewalks and parking lots when they are made aware of problems. I have been advised that the City had no prior reports of any dangerous condition in this parking lot. Based on this, it is my opinion that the city is meeting the standard of reasonable care, which is the standard that municipalities are held to.

In addition, the City would be immune from liability under Wis. Stat. 893.80 (4), which provides immunity for discretionary actions by municipalities. It is my opinion that when and how often a municipality inspects and maintains their parking lots is a discretionary decision, for which the City would have immunity.

Please feel free to contact me if you would like to discuss further.

Thank you,

From: Corey Ladick <CLadick@stevenspoint.com>
Sent: Friday, August 1, 2025 9:30 AM
To: Allison C. De Franze <allisond@cvmic.com>
Subject: RE: Clendenning v City of Stevens Point

Hi Allison,

Getting back to you on your questions.

Does the City have a maintenance plan in place for City sidewalks and parking lots? If so, is the plan being followed?

Per our street cleaning plan, parking lots are swept twice a year. During this time, our sweeper operators generally report any major issues and trip hazards such as potholes. The

concerns are passed on to appropriate staff for repair. Sidewalks are inspected on a 5 year rotation, and this plan is being followed.

Were there any prior complaints about the area of parking lot where the trip and fall occurred?

Public Works indicated that it is generally well known that this parking lot is in disrepair, but they don't have a record of any formal complaints.

Are there any City reports available on this incident?

No

Corey Ladick, CPFO, MBA
Comptroller-Treasurer
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
715-346-1574

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Tuesday, July 29, 2025 4:17 PM
To: Corey Ladick <CLadick@stevenspoint.com>
Subject: Clendenning v City of Stevens Point

Hi Corey,

I received your request for recommendation on the Melissa Clendenning claim.

Just a few questions before I can formulate a recommendation:

Does the City have a maintenance plan in place for City sidewalks and parking lots? If so, is the plan being followed?

Were there any prior complaints about the area of parking lot where the trip and fall occurred?

Are there any City reports available on this incident?

Thanks!

CITY OF
STEVENS POINT
NOTICE OF CLAIM

Name: Melissa Clendenning

Incident/Accident Information

Address: 2110 Wisconsin
Ave Plover, WI

Date: 6/12/25

Time: 6:30 pm

Phone: (715) 712-4242

Location: 1111 Crosby Ave
Stevens Point, WI

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary) For auto damage, attach a copy of the policy report (if any), a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was sought along with the name of medical care provider. Also identify any witnesses to the accident/incident.

On 6/12/25 me + my husband parked in the river front parking lot
by Piffner park while walking to the park I tripped and twisted/spain
my ankle + broke open my knee on a very uneven concrete
had to go to ER and get stitches and have missed
work because of the injury. Went to Aspirus ER on Illinois Ave.

Signed: [Signature]

Date: 6/16/25

CLAIM

(NOTE: you are not required to make a claim at this time. As long as you have the filed the above Notice of Claim you may file a claim with the City at any time consistent with the applicable statute of limitations. However, in order for the City to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City of Stevens Point arising out of the circumstances described above in the amount of \$ 5,766.33

To process this claim it is necessary to detail all damages being sought.

Signed: [Signature]

Date: 7/28/25

Address: 2110 Wisconsin Ave
Plover, WI, 54467

Return Completed Claim Form to:
The City Clerk's Office
1515 Strongs Avenue
Stevens Point, WI 54481



I was out of work for 2 weeks and had to come back part time because I work in a high pace environment and stand all day. I lost 141 hours of work because of my injury. At the time of the fall I was also 29 weeks pregnant I fell forward and luckily caught myself the baby was fine but this could have resulted in a injury to my baby as well. This has caused me a lot of emotional distress for me and the baby. This parking lot is in horrible conditions and should have been blocked off and or closed completely to avoid this sort of thing from happening. I had my knee looked at + stitches taken out at anova health in Stevens point.

Jun
12
2025

Hospital Visit at Aspirus Stevens Point Hospital
Emergency Department
Hospital Services
Provider: Mallory Breidert, N.P.
Patient: Melissa C Clendenning
Primary Payer: 90 Degree Benefits
Account #418143544

Billed	\$1,148.00
Insurance Covered	-\$229.60
Pending Insurance	\$918.40
Your Balance	\$0.00

Pending insurance

Jun
12
2025

Hospital Visit at Aspirus Stevens Point Hospital
Urgent Care Providers
Physician Services
Provider: Mallory Breidert, N.P.
Patient: Melissa C Clendenning
Primary Payer: 90 Degree Benefits
Account #418164553

Billed	\$927.00
Insurance Covered	\$0.00
Pending Insurance	\$927.00
Your Balance	\$0.00

Pending insurance

Give us feedback @ survey.wal.
Thank you! ID #:7VPP4CMSQG2

Walmart *

WM Supercenter
715-345-7855 Mgr. JILL
250 CROSSROADS DR
PLOVER WI 54467

ST# 01828 OP# 009030 TE# 30 TR# 03461

ITEMS SOLD 1
TC# 3615 5667 3992 8252 1342



EQ WRAP 194346114510 H 7.88 N

SUBTOTAL 7.88
TOTAL 7.88
DEBIT TEND 7.88
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
7.88 TOTAL PURCHASE
US DEBIT- 3868 I 4 REF # 516779369214
NETWORK ID. 0007 APPR. CODE 805211
AID A0000000042203
TERMINAL # 23086607
*No Signature Required
06/15/25 21:18:02



Get free delivery
from this store
with Walmart+

Scan for 30-day free trial.

Low prices You Can Trust. Every Day.
06/15/25 21:18:10

Walgreens

#11278 3301 CHURCH ST
STEVENS POINT, WI 54481
715-345-2843

630 0000 0022 06/13/2025 5:25 PM

WALG/DR NON-STICK PAD 3INX4IN 10S
FSA 31191719445 OTC A 5.49
RETURN VALUE 5.49
WALG SELF ADHERENT WRAP 1INX5YD 2S
FSA 31191701119 OTC 6.99
RETURN VALUE 6.99

SUBTOTAL 12.48
SALES TAX A=5.5% 0.30

TOTAL 12.78
DEBIT CARD 12.78
AUTH CODE 072508
CHANGE .00

Sale
AID A00000000980840
US DEBIT
Integrated chip card
PIN Verified

TOTAL FSA ITEMS 12.78
TOTAL RX ITEMS 0.00
TOTAL FSA AND RX ITEMS 12.78

APPROVED FSA/HRA AMOUNT 0.00

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SEQUENCE 1278221570
PAYMENT FROM PRIMARY

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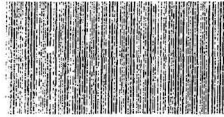
us feedback @ survey.walmart.com
Thank you! ID #:7VPPZ1MSM09



WM Supercenter
715-345-7855 Mg. JILL
250 CROSSROADS DR
PLOVER WI 54467

ST# 01828 OP# 009026 TE# 26 TR# 00151

ITEMS SOLD 3
TC# 8289 6038 8765 0363 1895



ADHESIVE PAD 381371161430 H 4.68 X
ADH SP 3X4 681131161680 H 2.42 X
RIBICLENS 733335039755 11.64 X

SUBTOTAL 18.74
TAX1 5.5000 % 1.03
TOTAL 19.77
DEBIT TEND 19.77
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
19.77 TOTAL PURCHASE
US DEBIT- 3868 I 4 REF # 517411076526
NETWORK ID. 0007 APPR. CODE 419846
AID A0000000042203
TERMINAL # 23093272
*No Signature Required
06/23/25 16:53:32



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STEVENS POINT, WI 54481
715-345-2843

117 5618 0071 06/19/2025 6:09 PM

NICE ICED OATMEAL COOKIES 50Z
19560203889 1.50
1 @ 1.79 or 2/3.00
RETURN VALUE 1.50
NICE! MINI CHOC CHIP COOKIES 4.5Z
19560203890 1.50
1 @ 1.79 or 2/3.00
RETURN VALUE 1.50
WALG DLX ANKLE STABILZR OS
FSA 04902286703 OTC A 22.99
RETURN VALUE 22.99

SUBTOTAL 25.99
SALES TAX A=5.5% 1.26

TOTAL 27.25
W CASH REWARDS REDEEMED 1.00
DEBIT CARD 26.25
AUTH CODE 231106
CHANGE .00

Sale
AID A0000000042203
US Debit
Integrated chip card
PIN Verified

TOTAL FSA ITEMS 24.25
TOTAL RX ITEMS 0.00
TOTAL FSA AND RX ITEMS 24.25

APPROVED FSA/HRA AMOUNT 0.00

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\$1.20 W CASH REWARDS AVAILABLE

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EARNED THIS VISIT \$1.12
REDEEMED THIS VISIT \$1.00
CLOSING BALANCE \$1.20

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250 CROSSROADS DR
PLOVER WI 54467
ST# 01828 OP# 009026 TE# 26 TR# 02903

ITEMS SOLD 2
TC# 8597 7513 9771 4976 2971



ADHESIVE PAD 381371161430 H 4.68 X
EQUATE TAN 681131280530 H 7.47 N

SUBTOTAL 12.15
TAX1 5.5000 % 0.26
TOTAL 12.41
DEBIT TEND 12.41
CHANGE DUE 0.00

SPT DEBIT PAY FROM PRIMARY
12.41 TOTAL PURCHASE
JS DEBIT- 3868 I 4 REF # UZY56S018310
NETWORK ID. 0007 APPR. CODE 348776
CID A0000000042203
TERMINAL # 23093272
Signature Required
06/29/25 19:54:21



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212 4536 0091 06/24/2025 12:27 PM

FSA RX 1765288 20.00

TOTAL 20.00
MASTERCARD ACCT 3868 20.00
AUTH CODE 204126
CHANGE .00

TOTAL FSA ITEMS 0.00
TOTAL RX ITEMS 20.00
TOTAL FSA AND RX ITEMS 20.00

APPROVED FSA/HRA AMOUNT 0.00

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1127-8914-536

PASSWORD
5250-6240 Page 116 of 253



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Superior-Clearwater, Inc dba Great Clips
300 Niagara Lane
Plymouth, MN 55447

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

RE: Melissa Clendenning's missed work

To whom this may concern,

Melissa Clendenning is missing 141 hours of work due to her injury. Melissa's pay rate is \$25.50/hr. That said, Melissa is missing \$3,595.50 in income.

If you have any questions, please contact me.

Regards,

A handwritten signature in black ink, appearing to read 'Stephan Svensson', with a long, sweeping horizontal line extending to the right.

Stephan Svensson

Great Clips, Owner
(612) 965-9482

Anovia Health - Stevens Point
2417 Post Road Suite D. Stevens Point, WI 54481
Office: (715) 883-3200
Fax: (715) 240-5576

June 23, 2025

Melissa C. Clendenning
2110 Wisconsin Avenue
Plover, WI 54467

Subject: Work Note

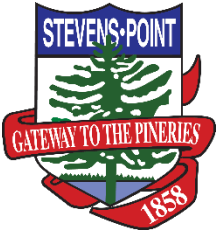
Melissa sustained an acute injury and would benefit from being able to self guide her physical activity. I anticipate she will not tolerate prolonged standing, may need to sit more often, and/or could benefit from shorted shifts for the next few weeks.

Thank you for your time,
Kait Engle, DNP
Anovia Health
715-883-3200



Signed electronically by Kaitlin Engle, APNP on 06/23/2025 1:22 pm in *ElationHealth

Replies not included



Memo

Chris Klesmith
Neighborhood Planner / Economic
Development Specialist

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
[715] 341-4171 | cklesmith@stevenspoint.com

To: Finance Committee, Common Council
From: Chris Klesmith
CC: Jarod Kivela, Adam Kuhn
Date: August 5, 2025
Subject: Request from the Redevelopment Authority of the City of Stevens Point to adopt a Blight Determination Resolution and transfer ownership of the Shopko Properties (Parcels 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814) to the Redevelopment Authority of the City of Stevens Point

Council Members,

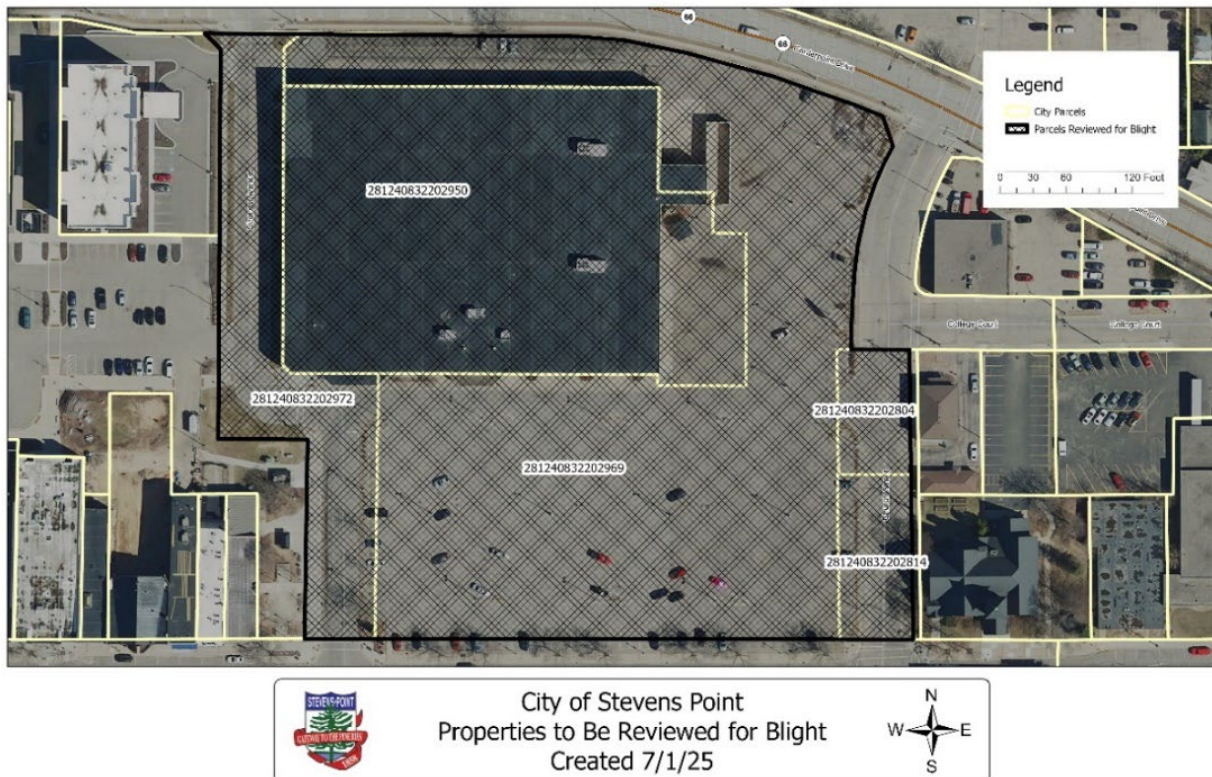
On October 30, 2024, the City had acquired the Shopko parking lot (parcel 281240832202969) from the Redevelopment Authority under the agreement that if the City did not receive the FY25 Environmental Protection Agency (EPA) Brownfield Cleanup Grant, that the property would be returned to the Redevelopment Authority within 10 days. The City did not receive a FY25 award, and staff intend to reapply for FY26 given the positive remarks on the application.

Upon discussing the project and land ownership situation with Wisconsin Department of Natural Resources (WDNR) staff, the Redevelopment Authority would need to again perform an "All Appropriate Inquiries" to be eligible for state and federal assistance to address environmental contamination on the site during redevelopment. The Redevelopment Authority has ordered the studies necessary to complete the all appropriate inquiries and qualify for assistance. Furthermore, to qualify for certain state and federal economic assistance for brownfield redevelopment, programs such as the Environmental Protection Agency's Brownfield Cleanup grant require that *all* lands considered in a grantable project are owned by the same entity. To ensure eligibility for state and federal granting programs and strive for more cost-effective environmental cleanup and redevelopment of the properties, the Redevelopment Authority is requesting ownership of all blighted parcels, outlined below.

The Redevelopment Authority held a public hearing on Thursday, July 31st to determine if the properties are indeed blighted based on the definition of "Blighted Properties" outlined in Wis Stats 66.1333(2m)(bm). Due to the following reasons, the Redevelopment Authority determined that the properties are indeed blighted and should be transferred to the Redevelopment Authority for redevelopment assistance:

- The presence of environmental contamination documented in the Site Investigation Report completed on August 30, 2024 for the City of Stevens Point plays a role in prohibiting redevelopment of the site. Exhibits from the report were referenced during the public hearing, and the full report is available upon request.
- The properties are predominantly open, consisting of a parking lot, closed demolition site, and roadways. Recent photo review of the parking lot shows anywhere from 103 to 134 stalls of the lot being occupied at any point in time during weekday working hours. This equates to an occupancy rate of 23-30%.

- The lot layout or platting is not conducive for development projects. Parcel 281240832202950 is not technically accessible via right-of-way and is predominantly surrounded by parcel 281240832202969. Furthermore, parcel 281240832202969 contains sections that would not support a building that would be comparable to the historic district *or* recent developments.
- Lack of development on the parcels is contributing to a significant loss of tax revenue to the City and constitutes an economic and social liability. The average tax value per acre in the downtown business improvement district calculated in the 2024 assessment levy was \$2,374,189. The size of the parking lot alone is 3.5 acres, resulting in an approximate loss of \$73,706 annually. Newer developments produce a higher value per acre.
- A total of 94 independent emergency responses were made to the property address of 1200 Main Street from 1/1/24 to 7/24/25.



The City Plan Commission and Staff recommend that the Common Council approve of the attached blight determination resolution and transfer ownership of parcels 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814, identified above to the Redevelopment Authority of the City of Stevens Point. Please note, this resolution will also authorize staff to apply for several financial tools to assist in the redevelopment of the parcels.

If you have any questions about the information presented in this memo or the attachments, please call me or email me and Director Kivela, jkivela@stevenspoint.com.

Cheers,

Christopher Klesmith
 Neighborhood Planner & Economic Development Specialist
 City of Stevens Point

**RESOLUTION DECLARING PROPERTY TO BE BLIGHTED
AND AUTHORIZING THE REDEVELOPMENT AUTHORITY TO ASSIST THE
REDEVELOPMENT OF THE PROPERTY; AND DECLARING INTENT TO PURSUE
TECHNICAL AND FINANCIAL ASSISTANCE TO REDEVELOP THE PROPERTY**

WHEREAS, Section 66.1333, Wisconsin Statutes, as amended (the "Act"), states that it is the policy of this state to protect and promote the health, safety and general welfare of the people of the state in which blighted areas exist by the elimination and prevention of such areas through the utilization of all means appropriate for that purpose, thereby encouraging well- planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in such areas; and

WHEREAS, this Common Council created a Redevelopment Authority (the "Authority") to eliminate or prevent substandard, deteriorated, obsolete and blighted areas in the City of Stevens Point, Wisconsin (the "City"); and

WHEREAS, the properties in the City which are described as parcel numbers 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814 (collectively, the "Shopko Properties") were determined by Stantec to have recognized environmental conditions that present a threat to human health or the environment in a Site Investigation Report prepared for the City in August 2024; and

WHEREAS, blight elimination, slum clearance, and urban renewal and redevelopment projects on the Shopko Properties will protect and promote the health, safety and general welfare of citizens of the City; and

WHEREAS, the Authority proposes to acquire the Shopko Properties for the purpose of carrying out blight elimination and urban renewal projects and, as required by Section 66.1333(5)(c)2., Wisconsin Statutes, certain procedures must be followed to acquire property for such purposes; and

WHEREAS, the City is the owner of the Properties; and

WHEREAS, Section 5(c)1g. of the Act provides that the Authority may acquire blighted property without designating a redevelopment area or adopting a redevelopment plan if the Authority obtains advance approval of the Common Council by at least a two-thirds vote; and

WHEREAS, on July 31, 2025 the Authority conducted a duly-noticed public hearing at which all interested parties were afforded a full opportunity to express their views respecting the determination of blight for the Shopko Properties; and

WHEREAS, Section 66.1333(5)(c)2., Wisconsin Statutes requires that notice of the public hearing, describing the time, date, place and purpose of the hearing and generally identifying the properties involved be given to each owner of the properties at least 20

days prior to the date set for the hearing, by certified mail with return receipt requested; and

WHEREAS, the City received notice of the public hearing on July 3, 2025; and

WHEREAS, after the public hearing the Authority (i) found the Shopko Properties to be "blighted properties" within the meaning of Section 66.1333(2m)(bm), Wisconsin Statutes, and (ii) submitted the blight determination and proposed acquisition of the Shopko Properties for the purpose of carrying out blight elimination and urban renewal projects to this Common Council for approval; and

WHEREAS, in accordance with the Act, this Common Council now finds it necessary and in the public interest that the Authority undertake activities to eliminate and prevent blight, obsolescence, and the deterioration of the Shopko Properties and to promote redevelopment and urban renewal on the Shopko Properties; and

WHEREAS, this Common Council has studied the facts and circumstances relating to the Shopko Properties and the proposed acquisition of the Shopko Properties, consideration having been given, among other items, to the following matters: (i) the definition of "blighted property" contained in Section (2m)(bm) of the Act, (ii) the Stantec Phase 1 Environmental Site Assessment and Staff Report with respect to the existence of blight on the Shopko Properties in the context of the Act, (iii) the past and existing condition of, and the proposed uses of, the Shopko Properties as previously approved in the Downtown Targeted Area Master Plan, and (iv) the goals and objectives of the proposed acquisition of the Shopko Properties; and

WHEREAS, the City favors the construction of affordable housing on parcels identified for Residential development on the Shopko Properties; and

WHEREAS, to remedy the blighting conditions on the Shopko Properties, the Authority plans to negotiate development agreements in partnership with the City to fulfill the Downtown Targeted Area Master Plan; and

WHEREAS, the Authority intends to apply for technical and financial assistance through the Wisconsin Department of Natural Resources, the Wisconsin Economic Development Corporation, the United States Environmental Protection Agency, the United States Department of Agriculture, and other agencies to remedy the blighting conditions and the City may authorize the Authority and City staff to apply for such assistance.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Stevens Point as follows:

1. The Common Council hereby finds, determines and declares that the Shopko Properties are blighted properties as of the times described in the Stantec Site Investigation Report and Staff Report to the Redevelopment Authority within the meaning of Section (2m)(bm) of the Act which substantially impair or arrest the sound growth of the community.

2. The Common Council finds that designating a boundary or adopting a redevelopment plan is not necessary to determine the need for the acquisition of the Shopko Properties, the uses of the Shopko Properties after acquisition, and the relation of the acquisition to other property redevelopment by the Authority. The Downtown Targeted Area Master Plan as amended on May 19, 2025 shall provide sufficient direction.

3. The Common Council hereby finds that it is in the best interest of the City to have the Authority acquire the Shopko Properties and jointly negotiate for the redevelopment of the Shopko Properties.

4. The Common Council hereby finds that the staff of the City and Authority are authorized to continue to pursue technical and financial assistance for the redevelopment of the Shopko Properties provided by the Wisconsin Department of Natural Resources, Wisconsin Economic Development Corporation, the United States Environmental Protection Agency, United States Department of Agriculture, and other organizations. All actions taken in connection with acquiring such assistance are hereby ratified.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated:
Adopted:

Drafted by: Christopher Klesmith
Return to: City Clerk



Memo

Chris Klesmith
Neighborhood Planner / Economic
Development Specialist

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
[715] 341-4171 | cklesmith@stevenspoint.com

To: Common Council
From: Chris Klesmith
CC: Jarod Kivela, Adam Kuhn
Date: August 18, 2025
Subject: Notice of release of letter of intent and request to release request for proposals for the former Edgewater Manor (Parcel 281240832201937) and adjacent property (Parcel 281240832201938).

Councilmembers,

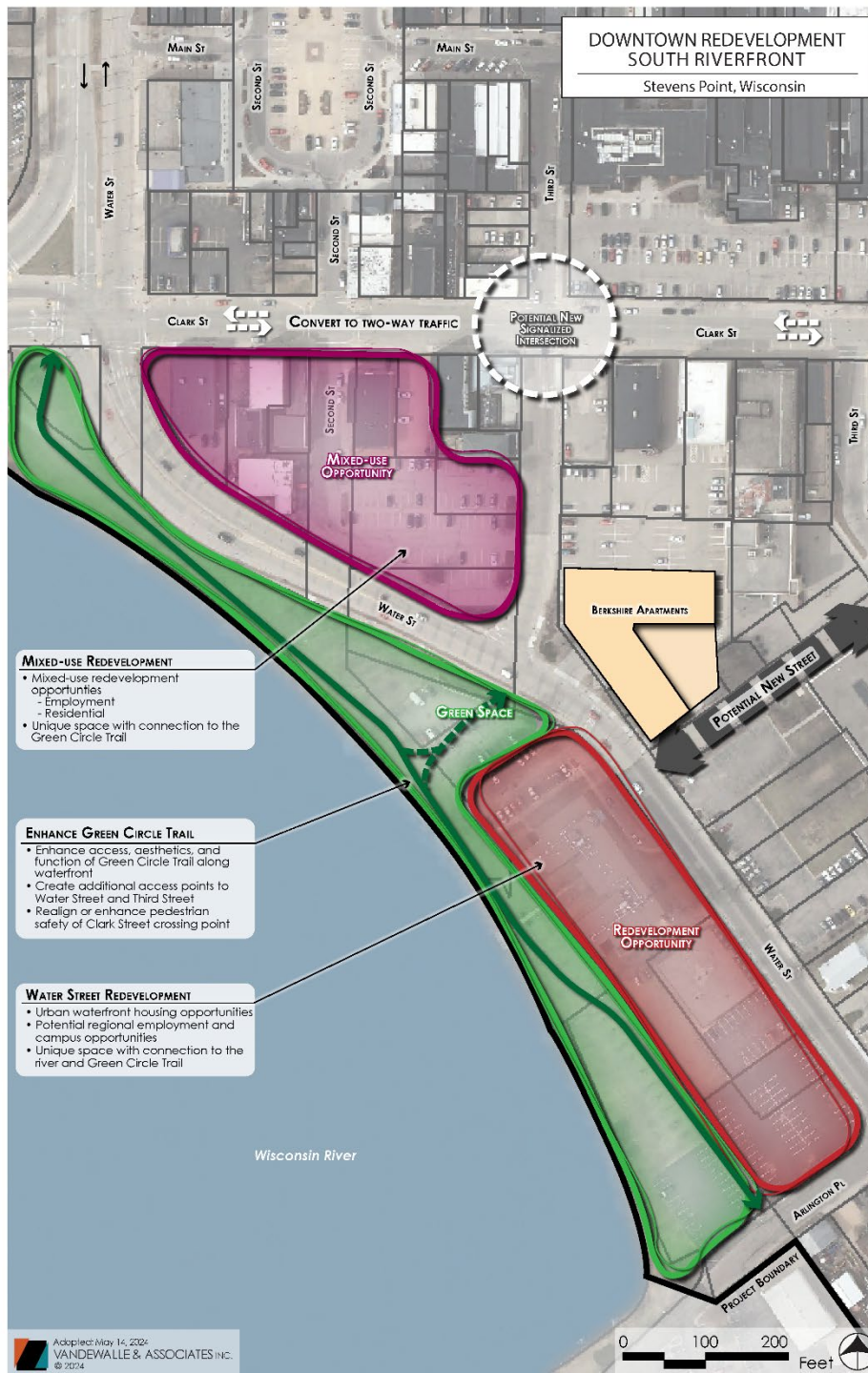
Staff were notified by Pelton Builders on July 16th that they would like to be released from its letter of intent to develop the former Edgewater Manor site. The primary reason for their notice is that the company is refocusing its development priorities on the company's strengths – smaller apartment complexes and single family housing – rather than establishing larger, urban projects. Staff are thankful for their integrity and look forward to seeing proposals for other projects in the City.

Following the Redevelopment Authority's request for proposals (RFP) for the southern half of the former Shopko block, several firms have expressed interest in other sites in the City, naming the Edgewater Manor site. Staff are requesting approval to release a restructured RFP with a rolling application rather than a firm deadline that was used in previous RFPs. This model allows for more discussion between staff and prospective developers, which may lead to a more desirable outcome for the City.

In order to maintain a clear process, staff would recommend publishing the attached RFP with the following understanding:

- Staff will coordinate initial conversations with prospective developers to discuss the site history and desired outcomes for the site as approved in the Downtown Targeted Area Master Plan and other documents. This discussion will give more clarity on site planning and proposed uses.
- Prospective developers will prepare a short presentation including an initial site concept, proposed use of the site, company history, and comparable projects – if any – to be discussed with the Council in open session.
- With direction from the Council, staff will continue negotiations with one or more developers to prepare a full development proposal or proposals for the site, inclusive of a development agreement.
- Council will review final proposals in closed session to make an ultimate decision to proceed with one developer.

As approved in the Downtown Targeted Area Master Plan in May of 2024, the proposed uses for this site include urban waterfront housing (likely to be larger multifamily housing) and/or for the location of a regional employer (likely to be a larger office or other commercial use). In either case, developers will be required to incorporate the Green Circle Trail into their site proposals and should enhance the community asset. The exhibit from the Downtown Targeted Area Master Plan is attached below.



If you have any questions about the information presented in this memo or within the revised RFP, please call me or email me and Director Kivela, jkivela@stevenspoint.com.

Cheers,

Christopher Klesmith
Neighborhood Planner & Economic Development Specialist
City of Stevens Point



EDGEWATER REDEVELOPMENT

1450 Water Street
Parcel 281-24-0832201937
1466 Water Street
Parcel 281-24-0832201938

**THIS REQUEST FOR PROPOSALS WILL BE
PROCESSED ON A ROLLING BASIS**



DISCLOSURE AND DISCLAIMER

This Request for Proposals ("RFP") is being furnished to the recipient by the the City of Stevens Point (the "City") for the recipient's convenience. Any action taken by the City in response to submissions, made pursuant to this RFP, or in making any awards or failure or refusal to make any award pursuant to such submissions, or in any cancellation of awards, or in any withdrawal or cancellation of this RFP, either before or after issuance of any awards, shall be without any liability or obligation on the part of the City and its employees, officers, or commissioners.

The City, at its discretion, may at anytime withdraw this RFP, may accept or decline any submissions and may waive any abnormality if the City deems appropriate and if it is in the City's best interest. The City has the ability to determine the responsiveness and acceptability of any submitted proposal.

It is the responsibility of the developer to fully understand and interpret all applicable City ordinances and building codes when preparing and submitting proposals. Prospective developers should be aware of the City's review and approval process for development within the applicable Zoning Districts and Historic Preservation / Design Review District. For example, any development occurring on the property in question must receive design approval from the Historic Preservation / Design Review Commission. The City is not liable for the misinterpretation of City laws and ordinances. Developers should contact City officials or staff to obtain needed information. The City makes no guarantee that any submission which conforms to the requirements of this RFP will be selected for consideration or approval.

The City and the selected developer(s) will be bound only if and when a submission, as same may be modified, and any applicable definitive agreements and budgetary authorizations pertaining thereto, are approved by the City's Common Council and then only pursuant to the terms of the definitive agreements executed among the parties.

INTRODUCTION

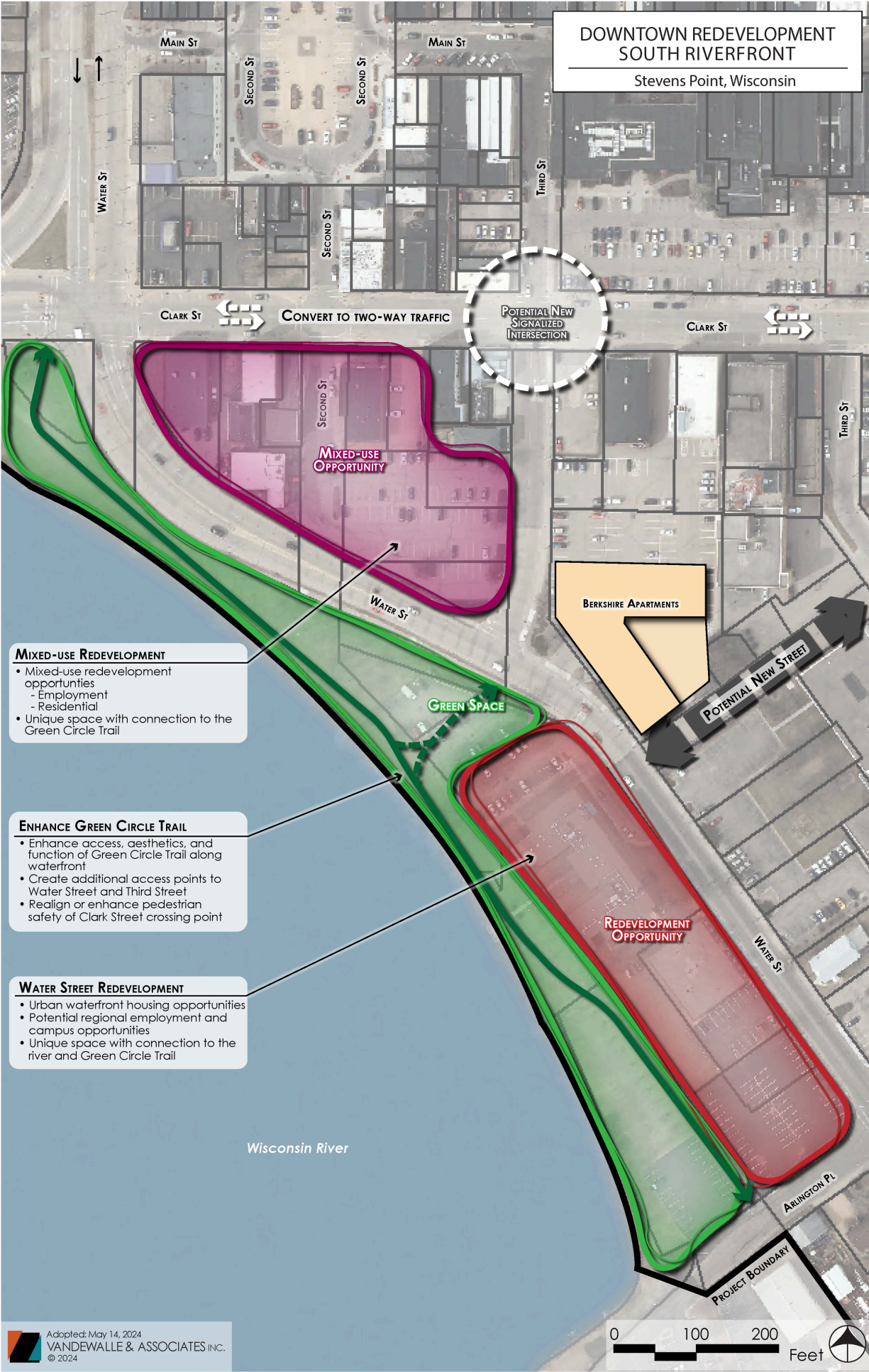
The City is seeking proposals for the purchase and redevelopment of a prime property along the Wisconsin River in the City's downtown. The City is seeking developers with interest and expertise in redeveloping urban properties to actualize the potential of this unique riverfront site. The property is located adjacent to the Green Circle Trail along a segment of the river that provides a backdrop of both natural beauty and industrial history. As outlined in this RFP, a successful proposal will promote public use of the riverfront, provide housing opportunities for residents in the City, and/or assist a local employer to create a home in the fabric of downtown Stevens Point.

BACKGROUND & DOWNTOWN PLAN

The City of Stevens Point adopted a targeted area master plan for the downtown in May of 2024. The community produced a vision for the site of the Edgewater apartment building and its parking lot which is documented conceptually in this plan and is provided below. The proposed uses for the site includes a blend of riverfront residential and office uses that provide access to the Green Circle Trail and promotes viewership of the Wisconsin River. The site is also adjacent to the growing civic campus, ensuring that City and County services are readily available to residents of the proposed development.

The map from the proposed plan is included on the following page. The site is outlined in red on the map.

This development opportunity is on two unique parcels. Parcel #1 (1450 Water Street) is available for immediate development, and Parcel #2) will become available for redevelopment immediately following the conclusion of a lease in November of 2027. Development proposals for projects that occur in phases are encouraged, and development proposals that redevelop both sites simultaneously are also accepted.



SITE DETAILS & DESIGN GUIDELINES

Several utility lines circumscribe the parking lot, presenting approximately 55,000 square feet of developable land with nearby utilities.

- Total Size: 2.71 acres
 - 1450 Water Street: ~1.59 acres
 - 1466 Water Street: ~1.12 acres
- Zoning: B3 – Central Business District ([Page 74](#))
- Parking minimum: None.
- Utilities:
 - 16" water and 15" sewer available to site.
 - Power lines at Green Circle Trail intended to be placed under ground.
- Special Districts: TID #10, Downtown Business Improvement District

The advertised site is within the City's [Historic Preservation & Design Review District](#) which provides guidance for the exterior appearance of the property. As a Main Street Community, assistance incorporating this guidance is available upon request.

PURCHASE PRICE

The purchase price for the property is negotiable. Land cost shall be determined on the overall value and ability of the proposal to meet the needs of the city as identified in this request for proposals.

The City will not not base its decision solely on the value of the project and purchase price of the site. Please see Selection Criteria on page 7 for additional information on the selection process.

ENVIRONMENTAL CONSIDERATIONS

The City of Stevens Point has concluded a full site investigation on the proposed site and is available to any developer upon request. A Phase I and Phase II Environmental Site Assessment were completed for the site in 2023 and the full investigation of the property was submitted in 2024.

NEARBY DEVELOPMENT AND KEY ASSETS

This development block is in close proximity to many new and valuable resources, community amenities, and keystone features of Stevens Point, including:

- **Great Northern Distilling:** The home base and serving room of Great Northern Distilling is located within three blocks of the proposed site. Great Northern Distilling is neighbored by the Northside Yard Apartments, Main Grain Bakery & Eatery, and Emy J's Coffeehouse, a vibrant culinary corner of the district.
- **The Opera House:** The highly-anticipated rehabilitation of the City's former Fox Theater is slated to be completed with a newly operational beer garden.
- **Pfiffner Pioneer Park:** The City's premier riverfront park, the host location for [Riverfront Rendezvous](#), [Levitt AMP Stevens Point](#), and many other [community events](#), is just one-third mile from the site. [The Green Circle Trail](#), a 27-mile trail encircling the City, is accessible from Pfiffner Park.
- **Higher Education:** The site is a quarter mile to [Mid-State Technical College's Stevens Point Campus](#), and within a mile of [University of Wisconsin - Stevens Point](#), a national leader in natural resource conservation and growing business & economic programs.
- **Mathias Mitchell Square:** At the heart of Stevens Point's historic downtown, Mathias Mitchell Square provides a home base for the longest-running farmer's market in Wisconsin history.



CITY ASSISTANCE

The City may provide assistance, depending on the proposed value and scope of the development, by:

- Assisting developers in accessing other financial resources (e.g., grants, loans, etc.)
- Providing direct financial assistance through Tax Incremental Financing
- Facilitate meetings with various stakeholders (e.g., elected officials, staff, citizens, etc.) as needed
- Act as the liaison between other organizations that have vital information regarding the site

PROPOSAL REQUIREMENTS

- Resume of the Developer
 - Background of development company and team members
 - Company portfolio of similar projects if available
- Proposed Development, including:
 - Narrative describing the development's compatibility with the surrounding context and plan
 - Preliminary site and building plans, including building phases if applicable
 - Building elevations and sketches with architectural details
 - Schematic design of the overall site that identifies public space(s), parking, drainage, and landscaping
 - Indication of land use(s), prospective business, or housing types. Include unit counts, square footage
 - Total value of project; breakdown of individual aspects / use(s)
 - List of preliminary building materials (primarily exterior)
- Preliminary development budget
 - Please include total development costs, proposed uses and sources of funds, and a pro forma income analysis
- Additional Information
 - Summary of the overall economic impact and tangible benefits for the City, including tax base and employment generation

SELECTION CRITERIA & PROCESS

The City's Community & Economic Development department will evaluate proposals based on the following criteria:

- Alignment with the City's plan and design documents, including the incorporation of retail, restaurant, and residential property
- Design that matches or complements the historic character of downtown Stevens Point and/or the community at large
- Economic impact to the city, downtown, and surrounding area, including taxable value
- Project utilizes professional local design personnel, consultants, and contractors to complete the project
- Project provides opportunities for existing downtown businesses to own property within the site
- Proposal offers a reasonable purchase price to the City and limits the ask for public assistance
- Proposal incorporates context-appropriate bicycle friendly, pedestrian friendly, and/or public space design concepts

City staff will conduct interviews with interested parties upon request to discuss development proposals. A summary of initial interviews and conceptual proposals will be discussed with the Common Council prior to negotiating a letter of intent and development agreement with the selected developer. The process will be fluid, allowing for discussion between City staff and developers prior to formal submission of proposals.

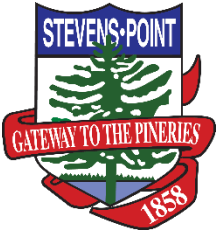
Closing will occur once final plan approvals have been made. Work is expected to begin within 3 months of closing. Developer must finish all work and obtain an occupancy permit within twenty-four months of commencing construction.

QUESTIONS AND SUBMISSION OF PROPOSALS

Questions and proposals may submitted to:

Jarod Kivela
Director of Community Development / Redevelopment Authority
City of Stevens Point
1515 Strongs Avenue
Stevens Point WI, 54481
jkivela@stevenspoint.com
(715) 346-1568

Christopher Klesmith
Neighborhood Planner & Economic Development Specialist
City of Stevens Point
cklesmith@stevenspoint.com
(715) 341-4171



Memo

Chris Klesmith
Neighborhood Planner / Economic
Development Specialist

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
[715] 341-4171 | cklesmith@stevenspoint.com

To: Common Council
From: Chris Klesmith
CC: Jarod Kivela, Adam Kuhn
Date: August 13, 2025
Subject: Request for public input on Draft Comprehensive Plan Chapter 1

Alders,

Staff at the City and North Central Wisconsin Regional Planning Commission and the City of Stevens Point City Plan Commission began authoring the update of the City's Comprehensive Plan. Following the public participation plan, the commission and staff would like to present the draft of Chapter 1: Issues and Opportunities and its summary document for public review and comment. At the August 12, 2025 Special Plan Commission meeting, the commission voted to forward the draft chapter with their advised changes to the Council for your review and for public input.

The commission would like to ensure that what's being provided within the chapters is adequate to inform policy making decisions. While goals, objectives, and policies are not outlined in this chapter, future chapters will outline those policies for you and residents to refer to when serving the community. If there are any gaps in data, trends, or other information that you may need to support your work for the community, please email both me (cklesmith@stevenspoint.com) and Director Kivela (jkivela@stevenspoint.com) to ensure staff address those gaps. Following your motion, the draft chapter will be updated on the City website, the survey link will be made public, and notices will be published soliciting public input on the chapter and summary. The survey will be available for two weeks, and the chapter will be re-evaluated for final changes before the chapter is brought back for approval.

Staff Recommendation: Accept draft Comprehensive Plan Chapter 1: Issues and Opportunities to be placed on file and make publicly available for input in accordance with the public participation plan.

If you have any immediate or urgent questions, I ask that you please call or email me at your discretion. Staff look forward to reworking this document to meet the needs of the City.

Cheers,

Christopher Klesmith
Neighborhood Planner & Economic Development Specialist
City of Stevens Point

Chapter 1: Introduction and Demographics **Draft 4: 8/14/2025**

Background

The City of Stevens Point is a cultural, economic, and educational hub located near the center of Portage County in Central Wisconsin along the Wisconsin River. The City borders the Town of Hull to the northeast, the Town of Stockton to the east, the Village and Town of Plover to the south, the Town of Linwood to the southwest, and the Town of Carson to the northwest. Additionally, the Village of Park Ridge is entirely landlocked by the City of Stevens Point, and the Village of Whiting is landlocked between the Wisconsin River, City of Stevens Point, and Village of Plover. See Map 1.1: Planning Context.

An overview of the City's history is available on the Wisconsin Historical Society's website. In summary, the Wisconsin River has been inhabited for over 10,000 years. Members of Ho-Chunk, Menomonee, and Ojibwe tribes occupied present-day Portage County prior to an influx of European Settlement. Settlement in the early 19th century brought agriculture and industry that used the Wisconsin River's power, such as logging, woodworking, and paper mills. Railroads and what is now the University of Wisconsin – Stevens Point arrived in the late 19th century. Today, the County's economy is driven by a mix of education, agriculture, manufacturing, and other industries.

Wisconsin Comprehensive Planning Law

A comprehensive plan is a local government's guide to community physical, social, and economic development. Comprehensive plans are not meant to serve as land use regulations in themselves; instead, they provide a rational basis for local land use decisions with a twenty-year vision for future planning and community decisions. According to the Wisconsin Comprehensive Planning Law, a comprehensive plan must include at least nine elements, which include this Chapter's content (Issues and Opportunities) along with eight others:



2. Natural,
Agricultural, and
Cultural Resources



3. Housing



4. Utilities and
Community Facilities



5. Transportation



6. Economic
Development



7. Land Use



8. Intergovernmental
Cooperation



9. Implementation

State statutes prescribe a list of topics to address for each of the elements. This chapter reviews demographic data including the total population, age distribution, households, educational levels, employment, and income levels in detail. Reviewing these trends is critical to understanding what has occurred and what is likely to occur in the future.

Planning Process

This plan is an update of the 2005 Comprehensive Plan adopted by the City, which heavily influences the basis for this plan. Additionally, in 2022, the City of Stevens Point's City Council adopted **People Are the Point** as its strategic plan to enhance the City for as many different people and experiences as possible. This plan aimed "to develop a network of

creative nodes across the city that will serve and strengthen the neighborhoods that surround them and expand and diversify the lifestyles supported in Stevens Point.” The Plan identified four hubs that are ideal for incremental development: 1. Downtown and Riverfront, 2. North Division, 3. Stanley Street and Schmeekle, and 4. Center and South Point. Core priorities of this strategic plan include:

Housing: Incremental development of the urban core, creating a new loft/warehouse living, promoting small footprint homes, creating agri-hoods and adventure-hoods, supporting community solar/green utilities, and strengthening cultural identity through unique housing projects.

Entrepreneurial and Innovation Capacity: Support the innovation center (CREATE Portage County) at The Grove, retain existing small businesses, grow local agriculture innovation and food businesses, expand financial programs for businesses, support Mid State Technical College (MSTC) efforts, work with local organizations to expand venture capital, and enhance outdoor recreation (mountain biking, bouldering, space activation, etc.).

Equity, Diversity, and Inclusion: Visibility and storytelling of diverse groups through public art, speakers, music, etc., workforce attraction/retention, awareness building, and working with UWSP to recruit more diverse students, and work with the County Diversity Affairs Committee.

Figure 1. City of Stevens Point Neighborhoods



Source: City of Stevens Point

As of 2025, consultant-led Downtown Stevens Point and Division Street Corridor Plans had been adopted, and draft reports for planning activities in the Goerke/Washington, Eastside, and Southeast/McDill Planning Areas had been produced by the City’s Community Development Department. Findings from these plans and activities are carried into this plan’s various chapters. In 2025, the City decided to shift to a citywide approach to comprehensive planning to have all neighborhood-level recommendations available in one document, which ultimately led to the creation of this plan.

Summary of Public Participation Activities

The City's Plan Commission began the project by adopting a Public Participation Plan, attached in Appendix A, that outlines procedures for accepting public comments, surveys, and holding a public hearing prior to adoption. Throughout the project, Plan Commission held public meetings where attendees could provide input on the plan's various chapters as they were reviewed, and City Staff administered a brief survey after the initial draft of each chapter was completed. All information related to the Plan's creation was included in Plan Commission packets and posted to both the City's and NCWRPC's website. Once all chapters were drafted, Plan Commission met to review the entire draft Plan and held a public hearing to meet State Statute requirements prior to approving a resolution to recommend the Plan to the City's Common Council for adoption via ordinance. Below is a timeline that summarizes public participation activities:

Meeting Date	Meeting Type	Activities
June 2, 2025	Plan Commission	Adopt Public Participation Plan
June 18, 2025	Plan Commission	Project Kickoff; Review draft Chapter 1
July 7, 2025	Plan Commission	Review 2 nd draft Chapter 1

Summary of Public Input

Insert summary of public comments and survey results here when complete.

Data Sources

The U.S. Census Bureau has two data sources that are widely used in this plan, which are described below:

U.S. Census	American Community Survey (ACS)
- Counts population, households, etc. - Based on former Census “short form” - Mailed to every household in the U.S. - Mailed every decade (2010, 2020, etc.) - Self-reported data that is published - Typically more accurate than ACS - No data for non-Census years	- Counts U.S. Census info plus additional topics - Based on former Census “long form” - Mailed to a limited number of households - Mailed every year (2024, 2025, etc.) - Self-reported data used to produce estimates - More topics covered than Census - Provides data for non-Census years

The ACS evolved from the “long form” that some households used to receive with the Census. In 2010, the U.S. Census Bureau began releasing ACS data for all populations on a yearly basis. The availability of these surveys means that communities do not need to wait ten years for the census to assess current trends, but they are only estimates based on a limited sample size. Trends are generally analyzed for the thirteen-year time frame from 2010 to 2023 in this report.

According to the U.S. Census Bureau, college students were to be counted where they attend college instead of at home in 2020. Despite early school closures during the COVID-19 pandemic, Census retained this policy, indicating that the student population should be reflected in Census data. However, local staff who assisted with administering the 2020 Census noticed that many students were not counted in the City due to being sent home early. Therefore, it is important to evaluate various data sources throughout the plan, while understanding there are other factors that affect their accuracy.

Despite the limitations listed above for each data source (self-reporting, etc.), there are few substitutes, if any, for most of the demographic data provided by these sources. In general, they are the most widely used and exhaustive data sets used in plans, grants, decision-making tools, and other programs. Other data sources are used for topics not covered by Census are cited accordingly, such as population projections and estimates from the Wisconsin Department of Administration’s (DOA).

Demographics

Population

The strength of the City’s workforce, institutions, and overall quality of life depends on a thriving population. Population trends are measured in Table 1. The City’s population was estimated to be 25,666 based on the 2020 U.S. Census, with a slight decrease to an estimated 25,497 in 2023. From 1990 to 2010, the City grew at a similar pace to local, countywide, and statewide trends. But since 2010, the City’s growth has not kept up with surrounding communities. For example, the Village of Plover’s growth rate has consistently been higher since 1990 and it continues to grow. From 1990 to 2010, the estimated population growth for the City of Stevens Point was 16.1 percent, compared to 14 percent for Portage County, 16.3 percent statewide, and 24.1 percent nationwide. But since 2010, the City’s population is estimated to have decreased by 4.6 percent, compared to a 0.5 percent increase for Portage County, a 3.6 percent increase statewide, and a 7.7 percent increase nationwide.

The neighboring Village of Plover follows these trends, but at a much higher rate between 1990 and 2010 (48.3 percent) as well as between 2010 and 2023 (13.1 percent). The Village of Plover is less topographically constrained than the City of Stevens Point, but some of this growth is due to the existing population in neighboring towns being annexed to the Village over time. The Village of Park Ridge appears to have grown the fastest since 2010 (20 percent), but its small population could result in less accurate estimates and a more pronounced percentage change in population due to Census' margins of error.

The DOA estimates a higher City population of 26,619 in 2024, which is also slightly lower than the 2010 Census. But DOA's county estimate of 72,139 in 2024 is considerably higher than Census and ACS estimates, indicating that countywide growth could benefit the City. In general, more Americans are having fewer children, and fewer Americans are having children at all, leading to fewer births relative to deaths, a higher median age, smaller household sizes, and a slower overall population growth rate. But Stevens Point's relatively low cost of living, lack of natural disasters, and access to nature, healthcare, and education could reverse these trends as other areas of the Country continue to be more costly, congested, and hazard prone.

Table 1: Population

Minor Civil Division	1990	2000	2010	2020	2023	1990-2010 % Change	1990-2010 Net Change	2010-2023 % Change	2010-2023 Net Change
C. Stevens Point	23,006	24,551	26,717	25,666	25,497	16.1%	3,711	-4.6%	-1,220
V. Park Ridge	546	499	491	530	589	-10.1%	-55	20.0%	98
V. Plover	8,176	10,647	12,123	13,519	13,713	48.3%	3,947	13.1%	1,590
V. Whiting	1,838	1,739	1,724	1,601	1,496	-6.2%	-114	-13.2%	-228
T. Carson	1,327	1,332	1,305	1,374	1,213	-1.7%	-22	-7.0%	-92
T. Hull	5,559	5,627	5,346	5,287	5,280	-3.8%	-213	-1.2%	-66
T. Linwood	1,035	1,129	1,121	1,070	1,188	8.3%	86	6.0%	67
T. Plover	2,223	2,194	1,701	1,565	1,479	-23.5%	-522	-13.1%	-222
T. Stockton	2,494	2,903	2,917	3,018	3,010	17.0%	423	3.2%	93
Portage Co.	61,405	67,182	70,019	70,377	70,375	14.0%	8,614	0.5%	356
Wisconsin	4,891,769	5,363,675	5,686,986	5,893,718	5,892,023	16.3%	795,217	3.6%	205,037
USA	248,709,873	281,421,906	308,745,538	331,449,281	332,387,540	24.1%	60,035,665	7.7%	23,642,002

Source: U.S. Census 1990-2020; ACS 5-Year Estimates 2023

Population Projections

DOA creates population projections for all counties and minor civil divisions. The most recent projections are based on the 2020 Census, and they are based on the existing population. According to DOA, they don't factor in a possible shift in inbound migration, for example, due to climate change or cost of living impacts that could drive the country's population to lower-risk, lower-cost areas like Wisconsin as those trends are much harder to predict. The City should focus on the next ten years' growth while monitoring future projections as they are updated every ten years. See Table 2.

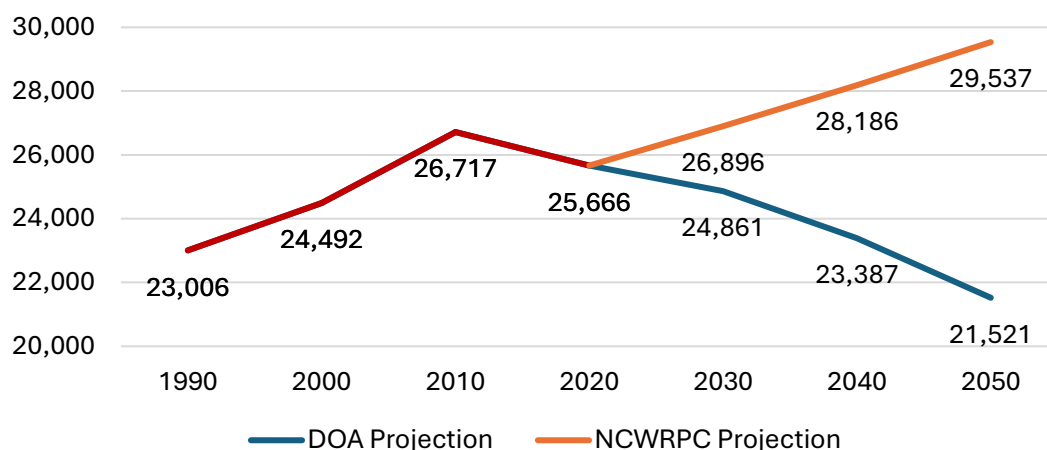
Table 2: Official State of Wisconsin Population Projections

Minor Civil Division	2020 Census	2030 DOA	2040 DOA	2050 DOA	% Change 2020-2050	Net Change 2020-2050
C. Stevens Point	25,666	24,861	23,387	21,521	-16.1%	-4,145
V. Park Ridge	530	522	498	464	-12.5%	-66
V. Plover	13,519	14,259	14,425	14,136	4.6%	617
V. Whiting	1,601	1,418	1,218	1,022	-36.2%	-579
T. Carson	1,374	1,320	1,232	1,125	-18.1%	-249
T. Hull	5,287	4,837	4,303	3,749	-29.1%	-1,538
T. Linwood	1,070	1,008	923	828	-22.6%	-242
T. Plover	1,565	1,381	1,183	989	-36.8%	-576
T. Stockton	3,018	2,850	2,618	2,355	-22.0%	-663
Portage County	70,377	68,090	63,985	58,820	-16.4%	-11,557
Wisconsin	5,893,718	5,890,915	5,841,620	5,710,120	-3.1%	-183,598

Source: Wisconsin DOA 2024

DOA projects that the City's population will decrease to 21,521 by 2050, for a decrease of 16.1 percent as shown in Table 2. Should conditions change that increase the number of people moving to the community from other parts of Wisconsin, other states, or other countries, the decline may not be as pronounced, and it could even reverse itself. Therefore, NCWRPC has included a hypothetical projection based on the City's growth rate per decade between 2000 and 2020, which was 4.8 percent. This provides a range of possibilities for future planning purposes as depicted in Figure 2.

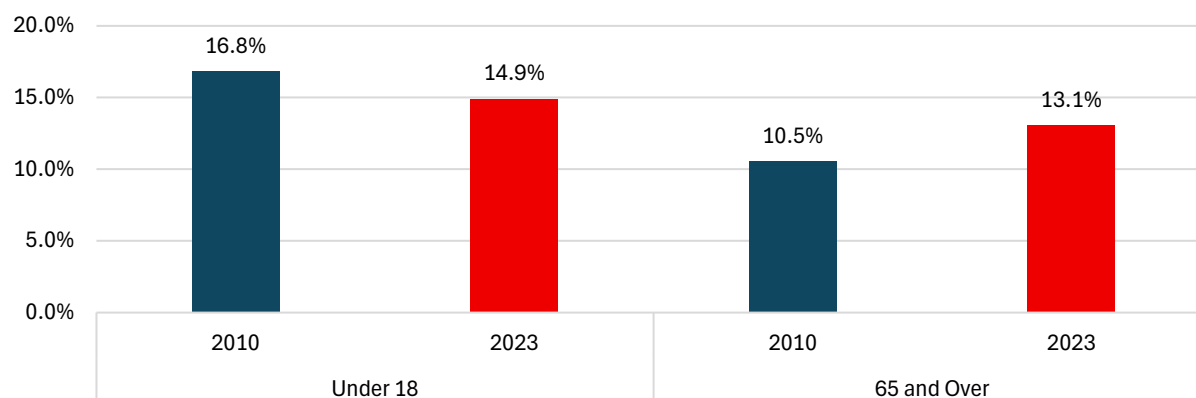
Figure 2: Estimated Range of Possible Population Projections



Source: Wisconsin DOA 2024, NCWRPC 2025

Age Distribution

Age influences demand for various workforce, services, and institutional needs, especially for those aged 17 and younger and seniors 65 and older. These are often referred to as dependent populations and they have different needs: the younger group requires schools, and the older group is likely to be retired. The remainder of the population between the two age groups comprises most of the workforce, generating much of the tax base, jobs, and services needed to support these two groups. Figure 3 depicts the City's declining share of children and growing share of seniors.

Figure 3: Age Group Percent of Total City Population

Source: ACS 5-Year Estimates 2010 & 2023

Table 3 shows that a rising median age and growing senior population is not a concern specific to Stevens Point, as this trend is reflected throughout Portage County, Wisconsin and the nation. The City's large student population is reflected in a median age that is considerably lower by comparison. Future chapters discuss how to address challenges as school districts, hospitals, housing, businesses, and other institutions will be impacted in the coming decades. There is an opportunity to capitalize on Stevens Point's attributes to enable more children and workforce-aged adults to prosper and support a growing retired population.

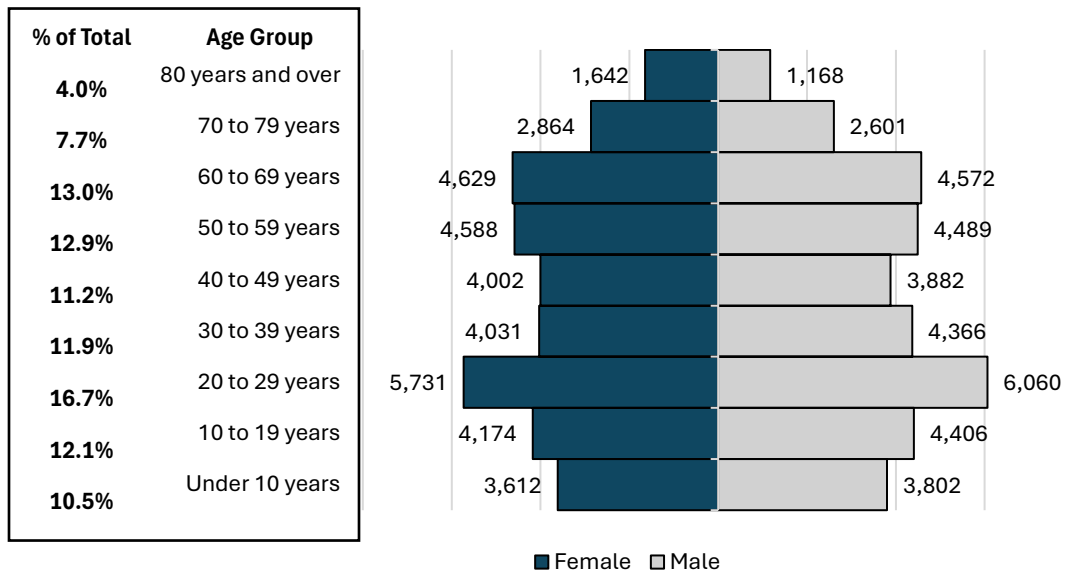
Table 3: Age Characteristics

Minor Civil Division	Population Under Age 18, 2010	Population Under Age 18, 2023	% Change 2010-2023	Population Age 65 and Over, 2010	Population Age 65 and Over, 2023	% Change 2010-2023	Median Age 2010	Median Age 2023
C. Stevens Point	4,493	3,795	-15.5%	2,818	3,329	18.1%	25.9	28.7
V. Park Ridge	118	143	21.2%	127	160	26.0%	44.4	45.8
V. Plover	2,857	3,259	14.1%	1,322	2,050	55.1%	36.0	36.4
V. Whiting	263	273	3.8%	513	449	-12.5%	52.2	45.2
Portage County	14,796	13,403	-9.4%	8,546	12,556	46.9%	35.6	38.1
Wisconsin	1,343,593	1,244,078	-7.4%	754,868	1,133,395	50.1%	38.1	40.5
United States	74,033,117	73,645,238	-0.5%	38,749,413	55,970,047	44.4%	36.9	38.7

Source: ACS 5-Year Estimates 2010 & 2023

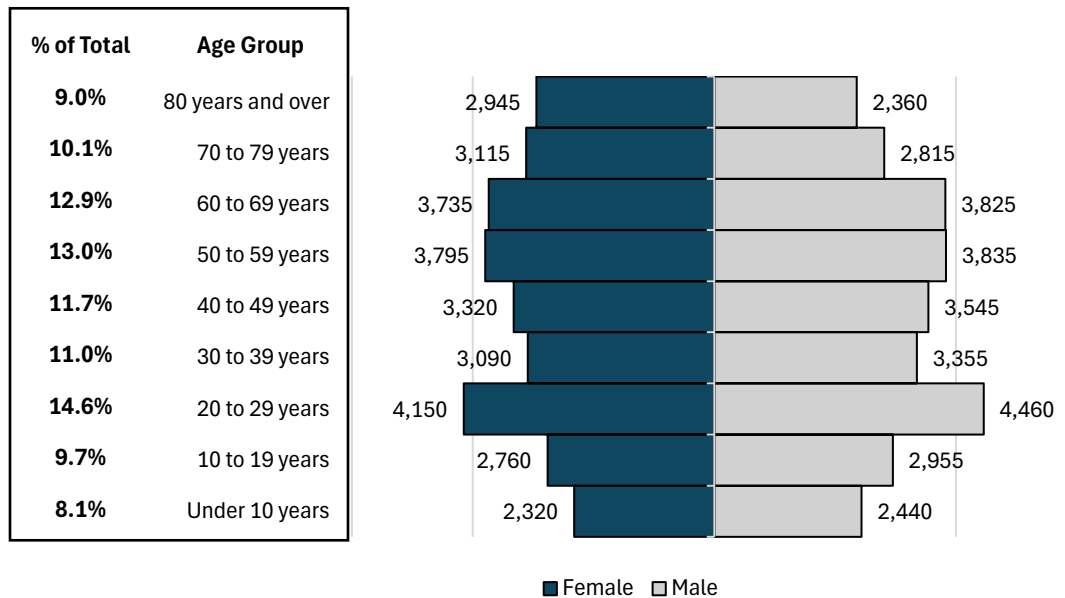
Figures 4 and 5 depict the number of residents by age and gender in Portage County counted in 2020 and projected for 2050. They are called population pyramids because they typically have a wide base and a narrow top. In recent decades, they resemble pillars instead due to the large baby boomer population aging and living longer, and this is even more noticeable in the 2050 projection as Millennials, who are currently members of the largest generation, will be between ages 54 and 69. The 20-to-29-year-old category is pronounced in both Figures due to the student population, and it currently is the largest age group. But the age groups 50 to 59 and 60 to 69 are the next two largest groups in 2020, resulting in an ongoing wave of workforce retirements. Future chapters in this Plan address the implications that these changing demographics will have on housing, public services, the workforce, the economy, and more.

Figure 4: 2020 Portage County Population Pyramid



Source: U.S. Census 2020

Figure 5: 2050 Projected Portage County Population Pyramid



Source: Wisconsin DOA 2024

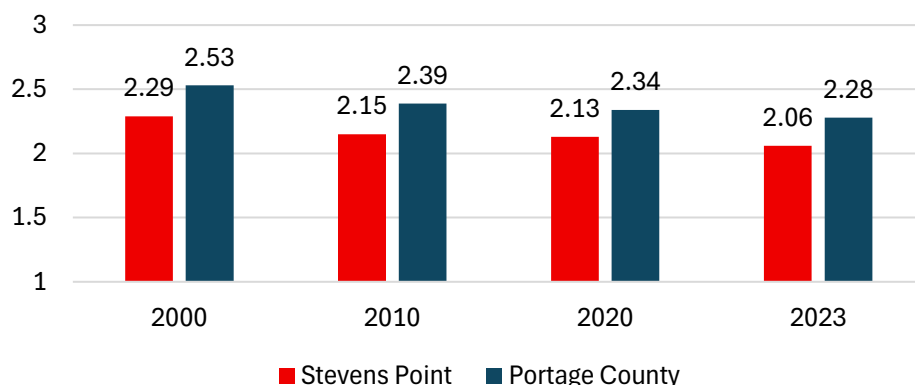
Fertility rates also explain why there are fewer children compared to the overall population. According to the Centers for Disease Control and Prevention, the Country's fertility rate was 3.7 births per woman in 1957. In 2014, it was 1.93 which is below the 2.1 replacement rate that maintains a population. An emerging national trend is that the most populous

counties in America have the fastest decreasing share of children aged 5 and under, and Stevens Point's family-oriented setting can be promoted to attract more children and young families moving from these areas.

Households

Households are groups of people living together, whereas housing units mentioned later reflect the number of residential units they can live in. Despite a lack of population growth, Table 4 and Figure 6 depict continued household growth in the City because household sizes are getting smaller. The average household size decreased by 0.23 in the City and 0.25 countywide between 2000 and 2023. Although the City's household growth between 2010 and 2023 was slower than countywide, statewide, and national trends, it still fuels demand for housing even if the overall population isn't growing.

Figure 6: Average Household Size



Source: ACS 5-Year Estimates 2000, 2010, 2020, & 2023

Table 4: Total Households

Minor Civil Division	2000	2010	2020	2023	1990-2010 % Change	1990-2010 Net Change	2010-2023 % Change	2010-2023 Net Change
C. Stevens Point	9,305	10,598	10,771	11,063	28.5%	2,353	4.4%	465
V. Park Ridge	211	217	235	249	1.4%	3	14.7%	32
V. Plover	3,985	4,948	5,717	5,555	73.2%	2,091	12.3%	607
V. Whiting	690	750	720	633	17.7%	113	-15.6%	-117
T. Carson	475	514	542	531	16.6%	73	3.3%	17
T. Hull	1,988	2,069	2,141	2,189	11.8%	218	5.8%	120
T. Linwood	388	430	453	517	25.7%	88	20.2%	87
T. Plover	861	639	597	654	-13.4%	-99	2.3%	15
T. Stockton	984	1,087	1,182	1,208	34.7%	280	11.1%	121
Portage Co.	25,040	27,814	29,138	29,636	30.5%	6,508	6.6%	1,822
Wisconsin	2,086,304	2,279,768	2,428,361	2,446,028	25.1%	457,650	7.3%	166,260
USA	105,539,122	116,716,292	126,817,580	127,482,865	26.9%	24,768,882	9.2%	10,766,573

Source: U.S. Census 1990-2020; ACS 5-Year Estimates 2023

Education

Table 5 indicates that educational attainment rates are strong in Stevens Point for both high school and college graduates as they are higher than county, state, and national trends. The percentage of residents over 25 with a high school diploma

increased in all municipalities, the County, the state, and the nation between 2000 and 2023. The City of Stevens Point (95.9 percent), Portage County (94.8 percent) and its municipalities generally have higher rates of high school graduates than statewide figures (93.7 percent), and the State of Wisconsin has higher rates than national figures (89.4 percent). Portage County (33.7 percent) and the State of Wisconsin (33.8 percent) have similar rates of those with a bachelor's degree or higher, which is only slightly under the national rate (35 percent). The City of Stevens Point (39.4 percent), Village of Park Ridge (60.9 percent), and Village of Plover (40.3 percent) have higher rates of those with a bachelor's degree or higher than County, state, and national rates, with all other municipalities listed below having a lower share of college graduates than County, state, and national rates.

According to the Federal Reserve Bank of Philadelphia, urban areas often have higher rates of educational attainment due to higher wages and amenities that attract workers. Although Stevens Point isn't typically considered to be a large City, it is a cultural and economic hub for the surrounding area, which could partially explain these trends. Additionally, being home to MSTC and UWSP means there are many academic jobs that require higher levels of educational attainment. It is much less common for individuals born before WWII to have completed high school or college education, so this helps explain the increase in educational attainment over time as this older age group decreases in size. In general, high school, technical college, and college completion ensures a varied and skilled workforce for the City, and the City has a well-known legacy of supporting these educational institutions.

Table 5: Educational Attainment

Minor Civil Division	% Completed High School			% with Bachelor's Degree or Higher			% Change (High School)	% Change (Bachelor's)
	2000	2010	2023	2000	2010	2023		
C. Stevens Point	85.1%	92.6%	95.9%	26.1%	33.2%	39.4%	10.8%	13.3%
V. Park Ridge	93.6%	96.5%	98.6%	52.9%	46.8%	60.9%	5.0%	8.0%
V. Plover	91.5%	91.5%	92.6%	30.6%	31.6%	40.3%	1.1%	9.7%
V. Whiting	84.0%	85.7%	95.9%	22.8%	20.9%	32.2%	11.9%	9.4%
T. Carson	80.9%	84.0%	96.4%	13.8%	21.0%	22.6%	15.5%	8.8%
T. Hull	90.4%	91.6%	97.7%	31.1%	34.3%	30.7%	7.3%	-0.4%
T. Linwood	88.5%	90.7%	94.7%	19.6%	16.0%	25.2%	6.2%	5.6%
T. Plover	85.5%	88.1%	95.5%	22.4%	17.1%	28.7%	10.0%	6.3%
T. Stockton	88.3%	89.4%	93.2%	16.0%	18.6%	27.4%	4.9%	11.4%
Portage County	86.5%	90.4%	94.8%	23.4%	27.1%	33.7%	8.3%	10.3%
Wisconsin	85.1%	90.4%	93.7%	23.4%	27.1%	33.8%	8.6%	10.4%
United States	80.4%	85.0%	89.4%	24.4%	27.9%	35.0%	9.0%	10.6%

Source: U.S. Census 2000; ACS 5-Year Estimates 2010 & 2023

Employment

There are two ways to measure employment: the number of City residents who are employed, and the number of jobs located within the City's limits. Table 6 lists the number of citizens of a given geography that are employed, rather than where the job is located. For all municipalities listed, the City of Stevens Point saw the largest percent increase (20.5 percent) and net change (2,576) in residents with a job between 2000 and 2023, followed by the Village of Plover (10.7 percent, 654 net change). By comparison, the County's employment grew by 5.7 percent, the state's employment grew by 10.4 percent, and the nation's employment grew by 15.1 percent. All other municipalities listed saw a decrease in employment during the same time. However, some of them have a higher number of employed residents in 2023

compared to 2010, which is likely due to the recovery that followed the Great Recession of the late 2000s. In general, an aging population will result in fewer employees filling jobs and a need to attract workers to the area. Although the impacts of Artificial Intelligence (AI) on the workforce are unknown at this time, it is an emerging trend that the City should continue to monitor.

In contrast to viewing workers by where they live in Table 6, Lightcast (formerly EMSI) is a private company that specializes in workforce analytics. While data is only available by ZIP code rather than by municipality, data from 2023 shows that there were 23,917 jobs located in ZIP codes 54481, 54482, and 54492 compared to 37,644 jobs in Portage County. This means that over 63 percent of the County's jobs are in Stevens Point ZIP codes, despite City residents only comprising 40 percent of the County's workforce. This is supported by the commuter flow analysis in Chapter 5 that shows double the number of inbound commuters compared to outbound commuters. This indicates that Stevens Point is the employment hub of the County, though income being earned there isn't necessarily being spent there due to the number of commuters. Adding housing in the City may reduce commute times, provide more lifestyle options, and keep more of the wages earned in the City within the local economic ecosystem. See Chapter 6: Economic Development for more Lightcast-based data analysis.

Table 6: Total Residents who are Employed

Minor Civil Division	2000	2010	2020	2023	2000-2023 % Change	2000-2023 Net Change	2010-2023 % Change	2010-2023 Net Change
C. Stevens Point	12,547	13,795	14,557	15,123	20.5%	2,576	9.6%	1,328
V. Park Ridge	260	207	254	252	-3.1%	-8	21.7%	45
V. Plover	6,094	6,447	6,616	6,748	10.7%	654	4.7%	301
V. Whiting	864	696	650	670	-22.5%	-194	-3.7%	-26
T. Carson	752	600	724	682	-9.3%	-70	13.7%	82
T. Hull	2,977	2,534	3,036	2,671	-10.3%	-306	5.4%	137
T. Linwood	649	748	617	544	-16.2%	-105	-27.3%	-204
T. Plover	1,182	1,020	798	696	-41.1%	-486	-31.8%	-324
T. Stockton	1,669	1,674	1,623	1,652	-1.0%	-17	-1.3%	-22
Portage County	35,677	36,395	37,703	37,693	5.7%	2,016	3.6%	1,298
Wisconsin	2,734,925	2,869,310	2,983,277	3,018,918	10.4%	283,993	5.2%	149,608
United States	138,820,935	141,833,331	155,888,980	159,808,535	15.1%	20,987,600	12.7%	17,975,204

Source: U.S. Census 2000; ACS 5-Year Estimates 2010, 2020, & 2023

Income

Income is a local indicator of prosperity, and it is typically measured in two ways: median household income and per capita income. Household income indicates the purchasing power of a typical family or household unit, while per capita income measures purchasing power per person. Like employment, there are two ways to measure income geographically: incomes for Stevens Point residents regardless of where they work, or incomes being earned in Stevens Point, regardless of where workers live.

Tables 7 and 8 summarize that, in general, per capita income has risen faster than median household income, which is partially due to smaller household sizes. Of the municipalities listed below, Stevens Point residents had the smallest net median household income increase between 2000 and 2023 and the lowest overall income in 2023. This could be due to its position as an older, more urban community, as surrounding municipalities with newer, more expensive housing tend to attract higher income households. Stevens Point's urban fabric also results in a greater variety of housing unit

styles, so those with limited incomes or disabilities may find more housing options within the City's limits than in neighboring communities without necessarily needing to own a car. Finally, a large student population means many do not work full time while in school, or are at the beginning of their careers, resulting in lower wages and a need to support cost-effective lifestyles and housing options as college enrollments are projected to remain stable through **YEAR**. Per capita incomes for City residents are also lower than all other municipalities listed, and they were considerably lower than county, state, and national incomes.

Table 7: Median Household Income

Minor Civil Division	2000	2010	2020	2023	2000-2023 % Change	2000-2023 Net Change	2010-2023 % Change	2010-2023 Net Change
C. Stevens Point	\$33,178	\$40,115	\$46,663	\$56,218	69.4%	\$23,040	40.1%	\$16,103
V. Park Ridge	\$57,031	\$62,708	\$73,611	\$82,083	43.9%	\$25,052	30.9%	\$19,375
V. Plover	\$51,238	\$59,714	\$63,988	\$83,139	62.3%	\$31,901	39.2%	\$23,425
V. Whiting	\$42,381	\$43,239	\$58,304	\$72,257	70.5%	\$29,876	67.1%	\$29,018
T. Carson	\$51,583	\$60,260	\$87,721	\$96,875	87.8%	\$45,292	60.8%	\$36,615
T. Hull	\$53,915	\$64,621	\$86,357	\$101,306	87.9%	\$47,391	56.8%	\$36,685
T. Linwood	\$55,972	\$65,333	\$77,772	\$79,531	42.1%	\$23,559	21.7%	\$14,198
T. Plover	\$49,313	\$75,000	\$75,150	\$81,009	64.3%	\$31,696	8.0%	\$6,009
T. Stockton	\$50,957	\$63,646	\$72,381	\$82,279	61.5%	\$31,322	29.3%	\$18,633
Portage County	\$43,487	\$51,456	\$60,316	\$73,284	68.5%	\$29,797	42.4%	\$21,828
Wisconsin	\$43,791	\$51,598	\$63,293	\$75,670	72.8%	\$31,879	46.7%	\$24,072
United States	\$41,994	\$51,914	\$64,994	\$78,538	87.0%	\$36,544	51.3%	\$26,624

Source: U.S. Census 2000; ACS 5-Year Estimates 2010, 2020, & 2023

Table 8: Per Capita Income

Minor Civil Division	2000	2010	2020	2023	2000-2023 % Change	2000-2023 Net Change	2010-2023 % Change	2010-2023 Net Change
C. Stevens Point	\$17,510	\$21,653	\$26,127	\$32,670	86.6%	\$15,160	50.9%	\$11,017
V. Park Ridge	\$28,074	\$30,807	\$32,854	\$43,717	55.7%	\$15,643	41.9%	\$12,910
V. Plover	\$23,085	\$27,672	\$33,929	\$40,730	76.4%	\$17,645	47.2%	\$13,058
V. Whiting	\$19,492	\$24,681	\$30,616	\$44,458	128.1%	\$24,966	80.1%	\$19,777
T. Carson	\$21,576	\$33,500	\$39,023	\$52,342	142.6%	\$30,766	56.2%	\$18,842
T. Hull	\$22,433	\$30,718	\$47,480	\$52,397	133.6%	\$29,964	70.6%	\$21,679
T. Linwood	\$21,073	\$24,482	\$37,762	\$44,090	109.2%	\$23,017	80.1%	\$19,608
T. Plover	\$21,186	\$26,977	\$34,078	\$45,985	117.1%	\$24,799	70.5%	\$19,008
T. Stockton	\$19,886	\$26,497	\$32,522	\$38,118	91.7%	\$18,232	43.9%	\$11,621
Portage County	\$19,854	\$24,873	\$32,268	\$39,476	98.8%	\$19,622	58.7%	\$14,603
Wisconsin	\$21,271	\$26,624	\$34,450	\$42,019	97.5%	\$20,748	57.8%	\$15,395
United States	\$21,587	\$27,334	\$35,384	\$43,289	100.5%	\$21,702	58.4%	\$15,955

Source: U.S. Census 2000; ACS 5-Year Estimates 2010, 2020, & 2023

The percentage increase in the City's median household income between 2000 and 2023 was higher than many surrounding communities, which could be due to its younger population, increase in job opportunities, and lower share of retirees compared to neighboring communities. But since incomes increased countywide, it does not mean that the

City's incomes have fully caught up with those of other nearby Portage County communities. Median household and per capita incomes across Portage County were slightly behind statewide and national incomes, but the cost of living is also 0.4 percent lower than the national average according to Lightcast, indicating that wages go farther in Central Wisconsin than in many other locations in the USA. This could increase the appeal of living in the area as the cost of living continues to rise nationwide and supports the need for the City to continue maintaining and growing a variety of job opportunities.

In addition to the Census data above, Lightcast provides additional income insight. Average earnings were \$70,373 in 2023 per job located in Stevens Point ZIP codes 54481, 54482, and 54492, compared to \$67,234 for all jobs in Portage County. This information further supports the City's role as the county's economic engine, as incomes earned within the City limits are higher than countywide incomes. When combining commuter, employment, and income data, it appears that higher incomes are being earned in the City by residents who often commute from outside the City, while City residents earn lower incomes, which is skewed by the presence of college students and recent graduates. This reflects an opportunity to add high quality, owner-occupied housing in the City to reduce commute times and strengthen the tax base. It also indicates a need to support jobs that pay a living wage and provide strong wage growth over time to strengthen the City's tax base and provide more opportunities for City residents.

The rise of educational attainment also indicates that City residents may be capable of obtaining jobs with higher wages, and the popularity of remote work influences where these workers will choose to live. Implications of these trends are discussed in more detail in Chapter 3: Housing and Chapter 6: Economic Development. In general, increasing housing supply and choices allows more workers of various skills and income levels to live in the City, which prevents blight and generates more tax revenue to sustain and improve the City's services and high quality of life.

Summary

A two-page infographic is provided at the end of each chapter to summarize its contents in an easy-to-understand format. Despite a lack of population growth since 2010, the City's households, jobs, incomes, and educational attainment have increased in recent years. While the City has a relatively young population, an increasing retired population and decreasing child population follow local, state, and national trends. These trends indicate that the City is both positioned for future growth and prosperity but is also prone to challenges that can result from a lack of planning. Changing conditions will impact jobs, housing, healthcare, education, and more, which are addressed in detail in this plan's chapters. In summary, the City must work to attract people from elsewhere in order maintain economic growth, and the community's quality of life, affordability, and economy places it in an ideal position to attract future growth.

Issues

A variety of issues were identified throughout the planning process during planning meetings, and others were taken from existing documents. The following chapters of this plan will list the issues that relate to each chapter's topic. Responses from recent County and City public surveys were also used to confirm existing knowledge about concerns regarding land use, environmental protection, quality of life, and other issues that are discussed throughout this plan.

Goals, Objectives, and Policies

Each of the following Comprehensive Plan chapters will conclude with a set of goals, objectives, and policies, which will be used to guide the future development of the county. For purposes of this planning process, goals, objectives, and policies are defined as follows:

Goals

Broad statements that express general priorities about how the community should approach development issues during the next 20 years. These goals are based on key issues, opportunities and problems that affect the community. The City listed the following 10 overall goals in its Issues & Opportunities Chapter of the 2005 Comprehensive Plan:

- Managed Growth
- Quality of Life
- Good Living Environments
- Good Land Use Planning
- Annual Planning and Development Strategy
- Good Development Ordinances
- Intergovernmental Cooperation
- Tax Base Growth
- Cost-Effective Public Services
- Local Control
- Citizen Input
- Interrelated Goals and Plans

Objectives

More specific than goals and are usually attainable through planning and implementation activities. The accomplishment of an objective contributes to the fulfillment of a goal.

Policies

Rules or courses of action that are used to ensure plan implementation and to accomplish the goals and objectives. Policies are intended to be used by decision-makers on a regular basis.

The former plan's extensive number of goals, objectives, and policies have been condensed into fewer and more concise ones that serve the same purpose as the original 2005 Plan while being easier to navigate. These updates provide solutions to the latest issues facing the City of Stevens Point and they are found at the end of each chapter. In summary, changing demographics, especially regarding household size and age characteristics, have implications on how neighborhoods, housing, public spaces, parks, jobs, and public services are structured. This plan's goals, objectives, and policies allow for compact development, enable a variety of housing unit configurations, support a robust economy, utilize efficient planning of public services and infrastructure, and encourage proximity of housing to retail, employment, healthcare, and other destinations to accommodate these population trends.



Stevens Point Comprehensive Plan

Issues and Opportunities

Summary of Trends and Findings

This summary is based off the data and trends reported in the full City of Stevens Point Comprehensive Plan, Chapter 1: Issues and Opportunities . For additional context, please reference that chapter.

Trend	Why it Matters
Population has decreased since 2010 and the population is projected to keep decreasing if not addressed	Fewer residents, workers, and students in the region may lead to employers, schools, institutions, healthcare, and other industries experiencing difficulties maintaining a high level of service or to regress
Job growth, incomes, and educational attainment increased since 2010	Growing economic opportunities may help attract and retain residents and a further increase in wages; there may be an opportunity to enhance industries that require higher education and training, such as advanced manufacturing and technology-centered jobs
The median age is relatively low, but the senior population is growing	A wave of retirements decreases available workforce and increases the need for certain services and housing types; many students and young adults are available to fill positions
Household sizes are getting smaller	Housing demand continues despite a shrinking population, and the housing market may favor smaller housing units

Stevens Point Comprehensive Plan

Issues and Opportunities

Summary of Trends, cont.

Trend

Why it Matters

Residents are having fewer children

Less young children in the community may lead to a decreased need to expand existing or construct new educational facilities, and a shrinking workforce

The cost of living continues to remain below average

Although residents earn lower wages, the cost of living does not place current residents at a major economic disadvantage; the City may be attractive to remote workers and those fleeing high cost of living areas

City residents earn lower wages compared to adjacent communities, but jobs located in the City pay higher wages

There is an opportunity to expand housing options for higher income earners in the region and grow jobs that pay a living wage

College students' incomes are lower, and higher earners often commute from outside City

Expanding housing choices for both higher and lower income earners can strengthen the tax base and encourage additional local spending; designing the community to support lower cost transportation systems may further enhance local economic outlooks

Stevens Point ranks highly in terms of livability; its parks, schools, jobs, amenities, and low traffic/crime give the City a higher quality of life

The City can retain existing residents and attract new ones, especially young families, to boost positive demographic trends and reverse negative ones, like a decreasing population. Enhancing its existing qualities through careful planning and execution is necessary for long-term success



MEMORANDUM

To: City of Stevens Point Common Council

From: Jarod Kivela, Director of Community Development

Date: August 14, 2025

RE: **Funding Request – Phase II Environmental Site Assessment for Portage County
Parcels at and adjoining 1039 Ellis Street**

Background

The City has been actively working to encourage residential construction within the Forest Creek Subdivision. Through conversations with both potential buyers and developers, staff has identified two primary barriers to increased building activity:

1. **Buyer Perspective:** Many prospective buyers are not interested in designing their own home (would prefer turnkey ready) or navigating the complexities of a construction loan.
2. **Developer Perspective:** Developers are reluctant to purchase lots upfront when they already have other active projects tying up their capital.

To address these challenges, staff has developed a Letter of Intent (LOI) program for lot reservation and marketing. This program is intended to create a lower-risk, more accessible pathway for developers to initiate builds, while also making the process simpler for prospective buyers.

Proposed LOI Concept

Under the LOI program, the City would reserve selected lots for a developer at no cost for an initial 180-day Reservation Period (with limits on the number of lots per entity). During that period, the developer would:

- Design a proposed home (preferably with multiple design options).
- Actively market the lot and home for sale within one month of execution.
- Gauge and secure buyer interest.

Key features of the LOI include:

www.stevenspoint.com

- Lot Limits: Up to three lots may be reserved at one time at no cost; additional lots require a holding fee.
- Right of First Refusal: Developers may match any third-party offers received during the reservation period.
- Extension Option: A one-time extension of up to 90 days may be granted under certain conditions.
- Agreed Purchase Price: Set in advance, with closing occurring prior to construction or permit issuance.
- Non-Binding Nature: The LOI is a preliminary agreement; formal purchase requires a separate binding contract.

Objective & Potential Impact

The objective of this initiative is to stimulate new home construction by:

- Reducing upfront costs and risk for developers.
- Providing ready-to-market home options for buyers without the need for construction loans.
- Increasing overall build activity in Forest Creek Subdivision.

If successful, this approach could be adapted for other residential lots owned by the City, serving as a scalable model to encourage development in targeted areas. If it is not successful, the program can be ended or no longer offered at any time (of course finishing out the agreements that were already approved).

Recommendation

Staff recommends the Common Council review and approve the LOI program for implementation in the Forest Creek Subdivision. Staff further recommends monitoring results over the initial trial period to assess its effectiveness and determine whether the program should be expanded to other City-owned lots or ended/reformatted.



RE: Letter of Intent to Reserve and Market Lot(s) within Forest Creek Subdivision

To: [Builder/Developer Name]
[Builder/Developer Address]
[City, State, ZIP Code]

Dear [Builder/Developer Name]:

This Letter of Intent ("LOI") sets forth the general terms and conditions under which the City of Stevens Point ("Seller") will reserve and grant you, [Builder/Developer Name] ("Developer"), a limited, no-cost right to market and potentially purchase [insert lot(s)] within the Forest Creek Subdivision (the "Property") as described below.

1. Purpose - The intent of this LOI is to provide Developer with the opportunity to design, market, and solicit interest in a residential home to be constructed on a specific lot(s) within the Forest Creek Subdivision, without financial commitment or obligation during the initial period defined below.
2. Lot Reservation and Term - Upon execution of this LOI, Seller shall list the designated lot(s) as "Pending - Reserved for Developer" for an initial period of 180 days ("Reservation Period").

A maximum of three (3) lots may be obtained by any one entity, or a subsidiary of, at any given time, at no cost. If additional lots are desired, a holding fee of \$500 per lot for the 6 months will be required to be paid to the City. At no time shall the number of lots under an LOI, for one entity, subsidiary of, or other relation, exceed 8 total.

During the Reservation Period, Developer shall:

- Design a proposed home for the lot (multiple design options are preferred);
- Actively advertise or otherwise market the lot and home for sale (within 1 month of LOI execution); and
- Gauge buyer interest and work to secure a buyer for the proposed development.

www.stevenspoint.com

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

There shall be no cost or fee from the City for this Reservation Period unless additional lots above the standard quantity are desired

3. Non-Marketing Provision – The Seller agrees not to actively market any lots subject to this Agreement during the term of this Agreement. This does not prevent the Seller from accepting unsolicited offers to purchase during this time period. They would be accepted in a secondary position and would only become active and put into the primary position after expiration of the LOI. The Developer would be notified of any such offers upon receipt by the Seller, and would have the ability to exercise a right of first refusal as outlined below.
4. Extension Option - If Developer is unable to secure interest within the initial 180-day Reservation Period and no secondary offers are received during said time period, Developer may:
 - Request from the Seller a one-time extension of up to 90 days, at no cost, unless it is an additional lot over the allotted 5, in which case the cost would be \$50 per month; or allow the LOI to expire without obligation or penalty.
5. Right of First Refusal - If, during the Reservation Period, Seller receives a bona fide written offer from another party to purchase the reserved lot, Seller agrees to:
 - Notify Developer in writing within 5 business days of receiving such offer, including terms; and hold that offer in a secondary position until the expiration of the LOI.
 - Developer at any time prior to the expiration of the current Reservation Period, may choose to exercise its right of first refusal and enter into a purchase agreement on the same terms offered by the third party, excluding the Agreed Purchase Price outlined below.
 - If the Developer declines or fails to respond prior to the expiration of this Agreement, the Seller may proceed with the sale to the other party.
6. Agreed Purchase Price - If Developer chooses to proceed with purchasing the lot during or following the Reservation Period, the lot shall be sold at the pre-agreed price outlined in Exhibit A, subject to the terms and conditions of a formal purchase agreement to be mutually executed.
7. Exclusivity & Marketing Limitations - During the Reservation Period, the Developer shall market the lot and proposed house under its own name or branding, provided all marketing clearly notes that the Developer does not currently own the lot, and purchase is subject to Seller's final approval.
8. Non-Binding Nature - This LOI is intended as a preliminary expression of mutual intent and shall not be binding with respect to the sale of any lot, except for the following provisions, which shall be binding and enforceable:
 - Section 2 (Reservation Period)
 - Section 5 (Right of First Refusal)
 - Section 7 (Exclusivity & Limitations)
 - Section 9 (General Provisions)
9. General Provisions
 - This LOI may be terminated by both parties in writing, except where stated otherwise.

- Any notices required under this LOI shall be delivered to the contact information provided below (Developer) and in the letterhead (Seller). Electronic notification is hereby agreed to by all parties.
- This LOI shall be governed by the laws of the State of Wisconsin.
- Any future purchase of the lot shall be subject to a formal, binding purchase agreement.
- Closing shall occur prior to the start of construction or permit issuance.
- All Deed Restrictions approved by the Council shall apply.
- The City of Stevens Point reserves the right to deny a request for any reason.

If the terms outlined above are acceptable, please sign below to acknowledge agreement and return a signed copy to Jarod Kivela at jkivela@stevenspoint.com or mailed to City of Stevens Point, ATTN: Jarod Kivela, 1515 Strongs Ave, Stevens Point, WI 54481. All paperwork will be filed with the City of Stevens Point Clerk's Office.

Sincerely,
Jarod Kivela, Community Development Director
City of Stevens Point.

ACCEPTED AND AGREED TO:

City of Stevens Point

[Builder/Developer Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Monday, August 11th, 2025 | 7967

City of Stevens Point New City Hall



Project scope + goals

New City Hall | City of Stevens Point

2 | 7967 | August 11th 2025

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Project scope

- Facility **condition assessment** and **conceptual design** for **new city hall** for the City of Stevens Point.
- Identify **opinion of probably cost (OPC)** & projected **project Timeline** to help determine project feasibility.
- (2) new facility opportunities to explore:
 - 1: **reuse of existing** building located at **1039 Ellis St**
 - 2: **new construction** on site located at **1039 Ellis St**

Project goals

- Provide a **warm, welcoming, and efficient** building to house **all city services** currently at 1515 Strongs Ave.
- City hall is “**customer service for the community**” so the building needs to be **easily navigable** for **residents**.
- Building needs to be **pleasant and effective** space for **staff**.

Current facility conditions



Current facility location

1515 Strongs Ave

Current facility space

- **Current building**

- Shared building with other tenants
- City uses **approx. 16,400 sf.** gross of building.
 - Sharing toilets, chases, mechanical, ect.
- Departments are **not efficiently connected & not easily identifiable**
- Lack of **meeting space**
 - Currently all departments share (1) meeting room
- **No share spaces**
 - E.G. lunch room, mothers room, or private call space.
- Council Chambers held in **separate building**



lower floor ~ 7,600 sf



first floor ~ 8,800 sf

Programming

- Somerville met with Stevens Point staff over **several meetings** to **understand needs** and develop program.
- Staff interviewed/consulted to develop **preliminary program** includes:
 - Mayor- Mike Wiza
 - Community Development Director – Jarod Kivela
 - City Clerk – Susan Pagel
 - Director of Public Works – Scott Beduhn
 - City Attorney – Logan Beveridge
 - Comptroller / Treasurer – Corey Ladick
 - Police Chief – Bob Kussow
 - Fire Chief – Jb Moody
 - IT Manager – Lexi Van Dreel
 - HR Manager – Sandy Frasch
 - Community Media Manager – John Quirk

Programming

- Interviews with department heads and staff for **requested** room sizes, adjacencies, and uses while factoring in **future growth**.

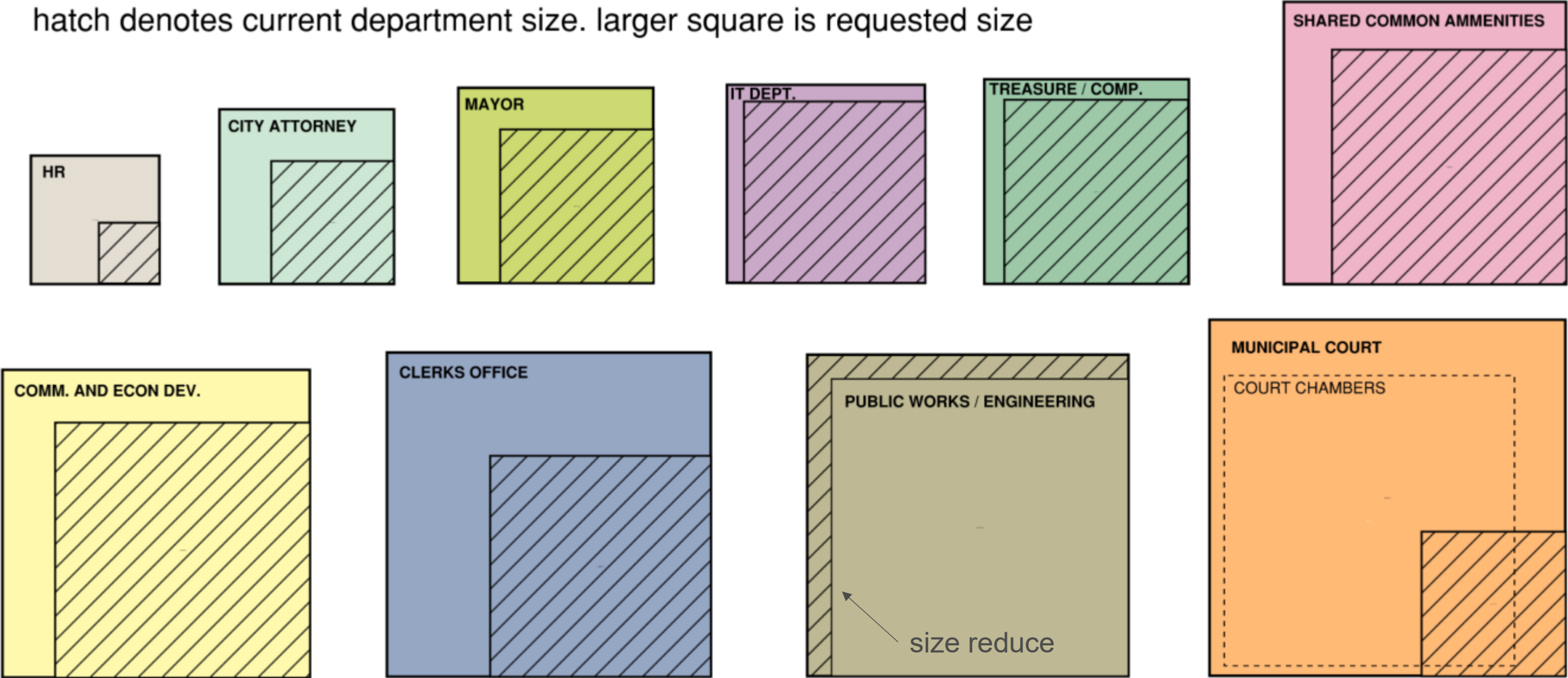
Room/Space Name	Number of Occupants	Number of Rooms	Room Size	Room Dimensions	Total Area of Rooms (s.f.)	Shared	Comments
CITY ATTORNEY							
Need for sound attenuation for private conversations for offices, door bottom/seals							
Dept Head Office		1	320	16 x 20	320		Meetings in office 5-6 people, table for layout of documents
Office		1	120	10 x 12	120		Paralegal
Office (Future)		1	120	10 x 12	120		Assistant Attorney, part time (30 hours per week)
Meeting		1	192	12 x 16	192		10-12 people, litigants, attorneys (minimal use, will use office for primary meetings)
Storage		1	16	4 x 4	16		Hardcopies of documents, minimal equipment
Net Subtotal					768		Net Square Footage
net-to-gross factor					1.55	1,190	Department Gross Square Footage
DGSF-to-gross area factor					1.13	1,345	Grand Total - Gross-up factor accounts for stairs, mechanical shafts, etc.
CLERK'S OFFICE							
On same floor as Treasurer and Community Development. Need separate service lines that do not interfere with each other							
Dept Head Office		1	320	16 x 20	320		Ability to see counter from desk
Work Area		2	255	15 x 17	510		Layout for elections, need counters. Shared area with work stations is ok.
Public Counter		1	36	3 x 12	36		Need area for computer and printer
ADA Counter		1	36	3 x 12	36		Standing countert - Seated counter would be additional, would like a computer and printer at counter
Workstation		2	120	10 x 12	240		Layout for elections, need extra desk space
LTE		1	128	8 x 16	128		Data entry - 2 computers
Voting Room		1	336	14 x 24	336		30-40 people, two doors (in and out), will be used for voting, voting machine testing, training, absentee voting, and mac
Secure Storage (adjacent to voting room)		1	672	24 x 28	672		Storage for (33) Carts - 4'x3' & (12) Tabulator Machines - 3'x3' and election supplies storage
Mail Room w/ drop area for deliveries		1	180	10 x 18	180		Door between clerk office and mail room, badge access, copier for batch printing, storage for paper supplies, flat mail
scanner area w/ computer & scanner		1	32	4 x 8	32		in close proximity to both desks
Storage Area		1	128	8 x 16	128		
Library (humidity controlled)		1	384	24 x 16	384		Permanently kept books/documents/contracts - shelves, filing cabinets, (1) table/desk, computer and a few chairs.
Net Subtotal					3,002		Net Square Footage
net-to-gross factor					1.55	4,653	Department Gross Square Footage

Programming

Current departments

- All but (1) department requested **more space** than current

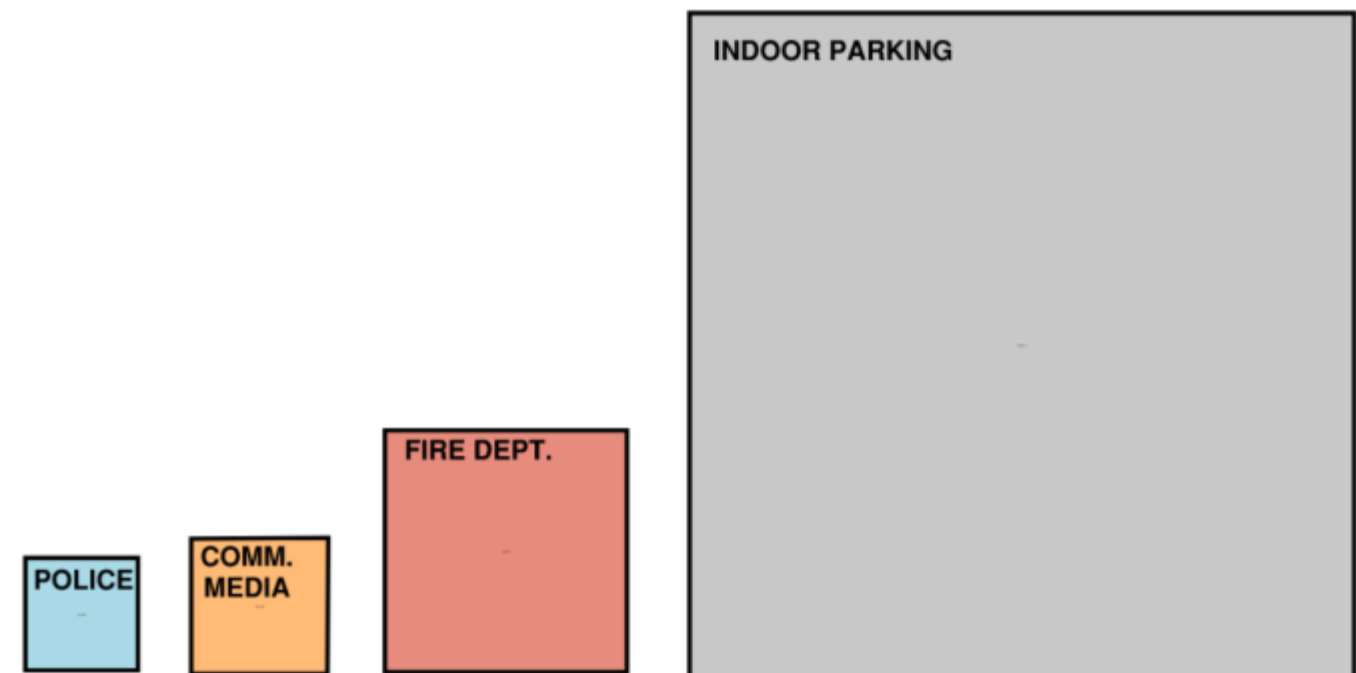
hatch denotes current department size. larger square is requested size



Programming

New departments

- (4) new departments are requested to be included in new space that are **not housed in current facility**.



Programming

Total departments

Current departments

- mayor's office
- city clerk
- city attorney
- treasurer / comptroller
- community & econ. development
- public works / engineering
- municipal court
- HR / IT / support spaces

New spaces/departments

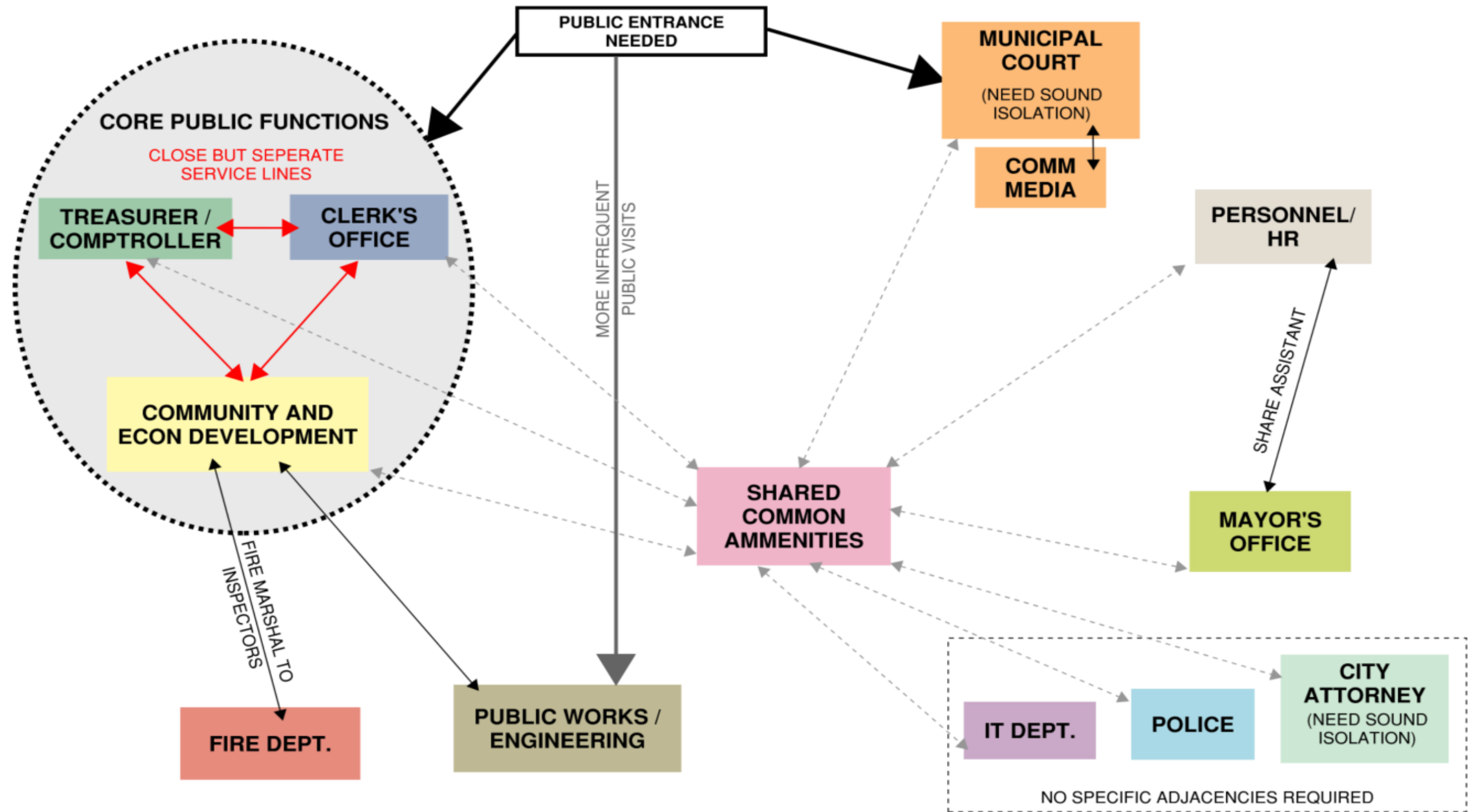
- **council chamber & community media** (apart of municipal court but not housed in current building)
- **indoor parking**
- **fire department** (offices)
- **police department** (workstation)
- **Shared amenities**
 - Break room
 - Multi scaled meeting rooms
 - Mothers Room/wellness room
 - Fitness area
 - Private call space

Preliminary space programming area breakdown

- **Requested** square footage breakdown
 - ~**27,300** of **net** square footage for **departments**
 - 1.55 net-to-gross factor used (typical for office buildings)
 - ~**41,900 gross** square footage for **spaces**
 - 1.13 area factor (mechanical, stairs, toilets, etc.)
 - ~**46,900 total** square footage for **building**

- **Current** square footage breakdown
 - ~**16,400 gross** square footage for **spaces**

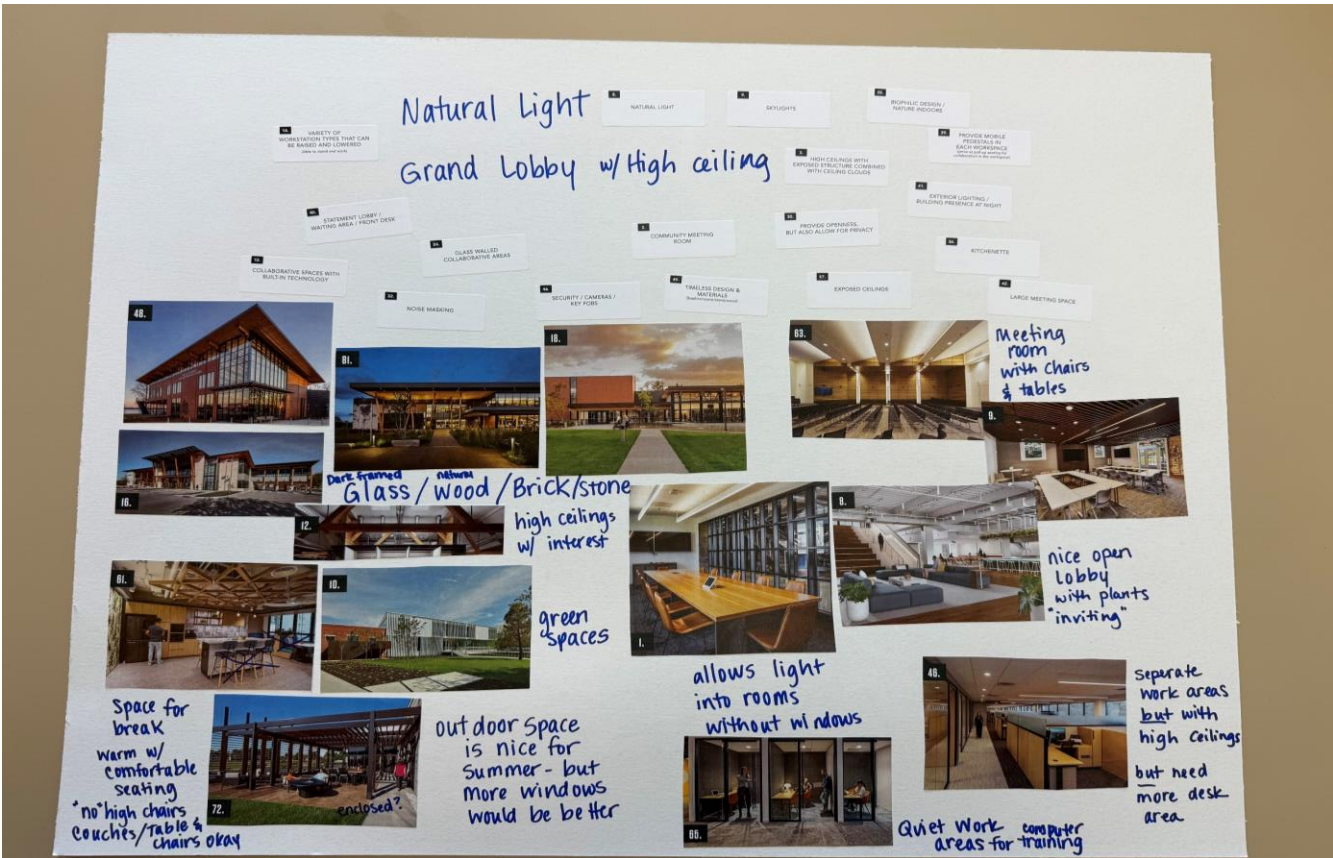
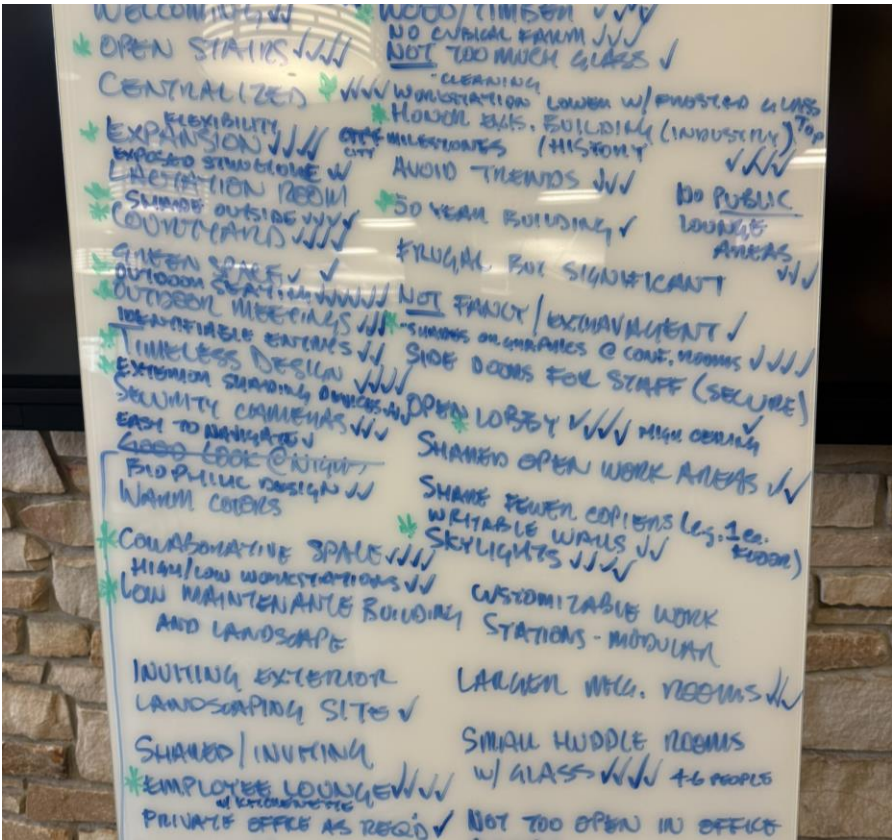
Programming adjacencies



Visioning session

July 22nd in person visioning session with **12 City Hall staff** and 3 Somerville staff at mid-state technical college.

Discussed **project goals, experiences, and vision** from each staff member to share with the group



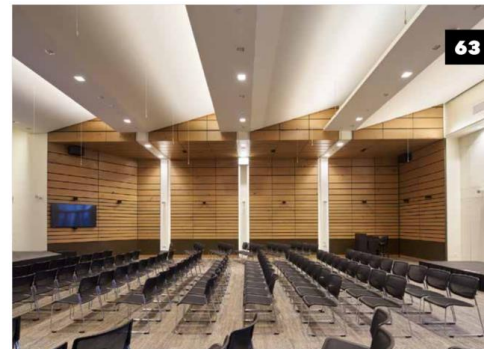
TOP RANKED DESIGN ELEMENTS

Visioning session results

Vision for a more **modern, light filled, and efficient** office space for **staff**

Vision for **open** and **centralized** spaces for **public services**. Easy to navigate & also showcasing **cities heritage**.

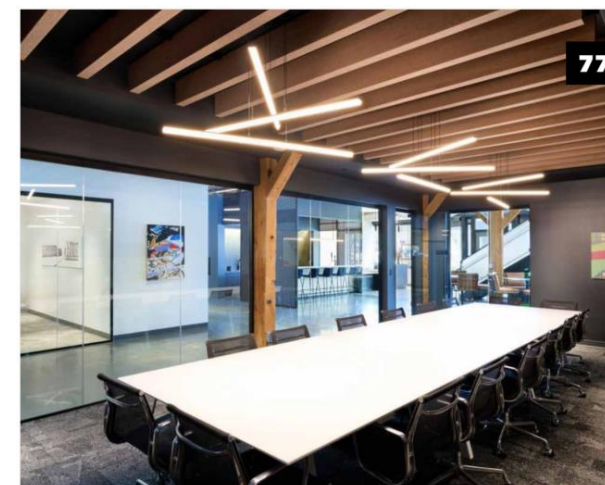
50- Year building with low maintenance costs



1. NATURAL LIGHT
2. TIMELESS DESIGN & MATERIALS (STEEL/CONCRETE/STONE/WOOD)
3. SECOND FLOOR WITH OPEN STAIR
4. VARIETY OF WORKSTATION TYPES THAT CAN BE RAISED AND LOWERED (ABLE TO STAND AND WORK)
5. OUTDOOR PATIO / GREEN SPACE AT GRADE LEVEL
6. BIOPHILIC DESIGN / NATURE INDOORS
7. KITCHENETTE
8. LARGE MEETING SPACE
9. ELECTRONIC ACCESS CONTROL FOR BUILDING ENTRY
10. HERITAGE / HISTORY
11. OPERABLE WINDOWS (BRING MORE FRESH AIR IN)
12. PROMOTE COLLABORATION AND TEAMWORK
13. PROVIDE OPENNESS, BUT ALSO ALLOW FOR PRIVACY

additional common topics of conversation

- Clear wayfinding
- Collaborative spaces
- 50-year building
- Separate entry for public & staff
- Centralize support area
- Employee lounge
- Thoughtful acoustic design
- Neoclassical or stately design
- No open shelving
- Calming colors
- Welcoming for public and staff
- Variety of private conference room sizes
- Writable surfaces
- Variety of seating
- Rentable room for public
- Exterior shading
- High ceilings
- Outdoor lighting / presence at night
- Avoid trendy architectural styles / design for timelessness
- Low maintenance
- Open concept
- No cubicle farm
- Statement lobby space
- Solar / sun study



New City Hall | City of Stevens Point

16

7967 | August 11th, 2025

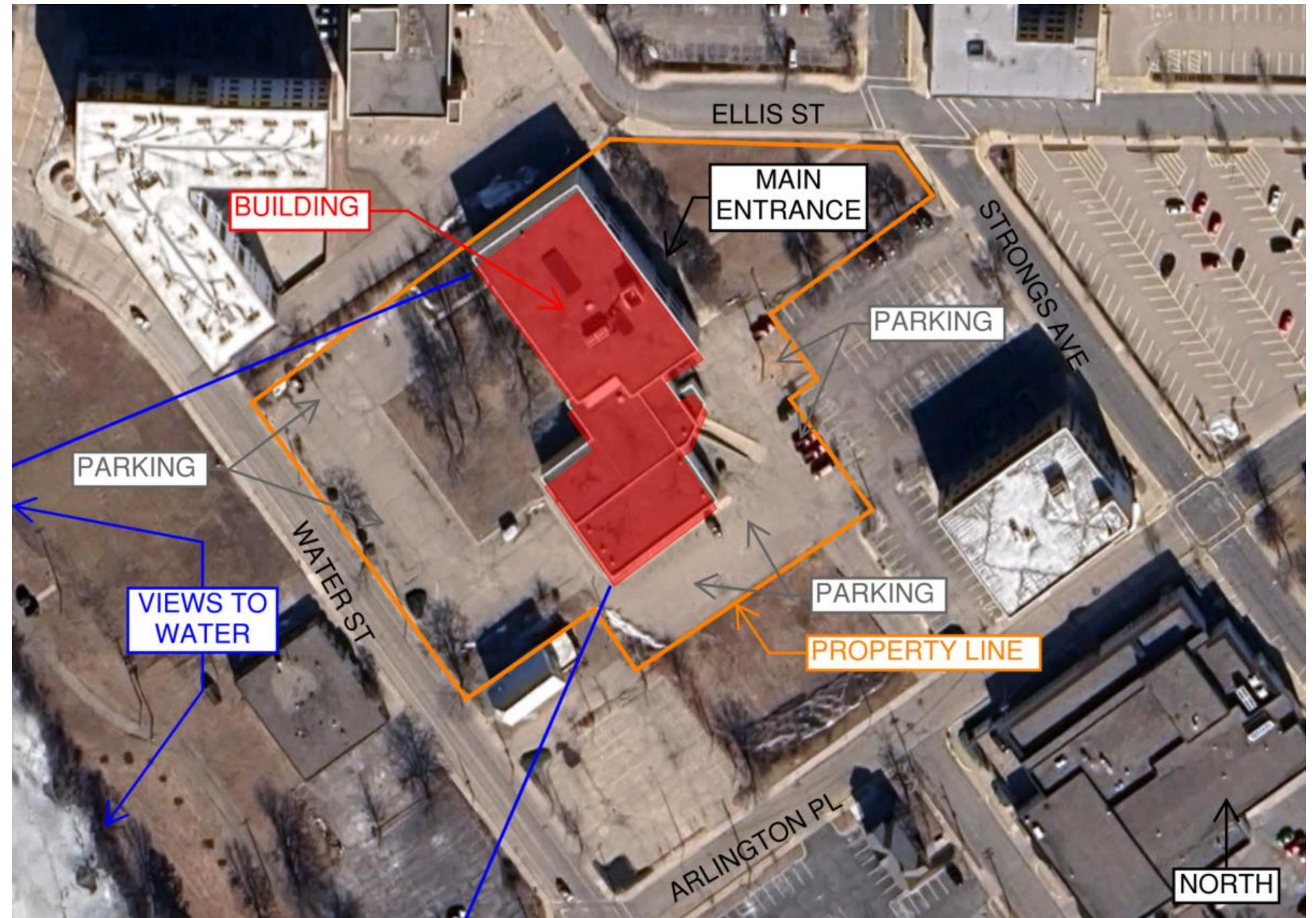
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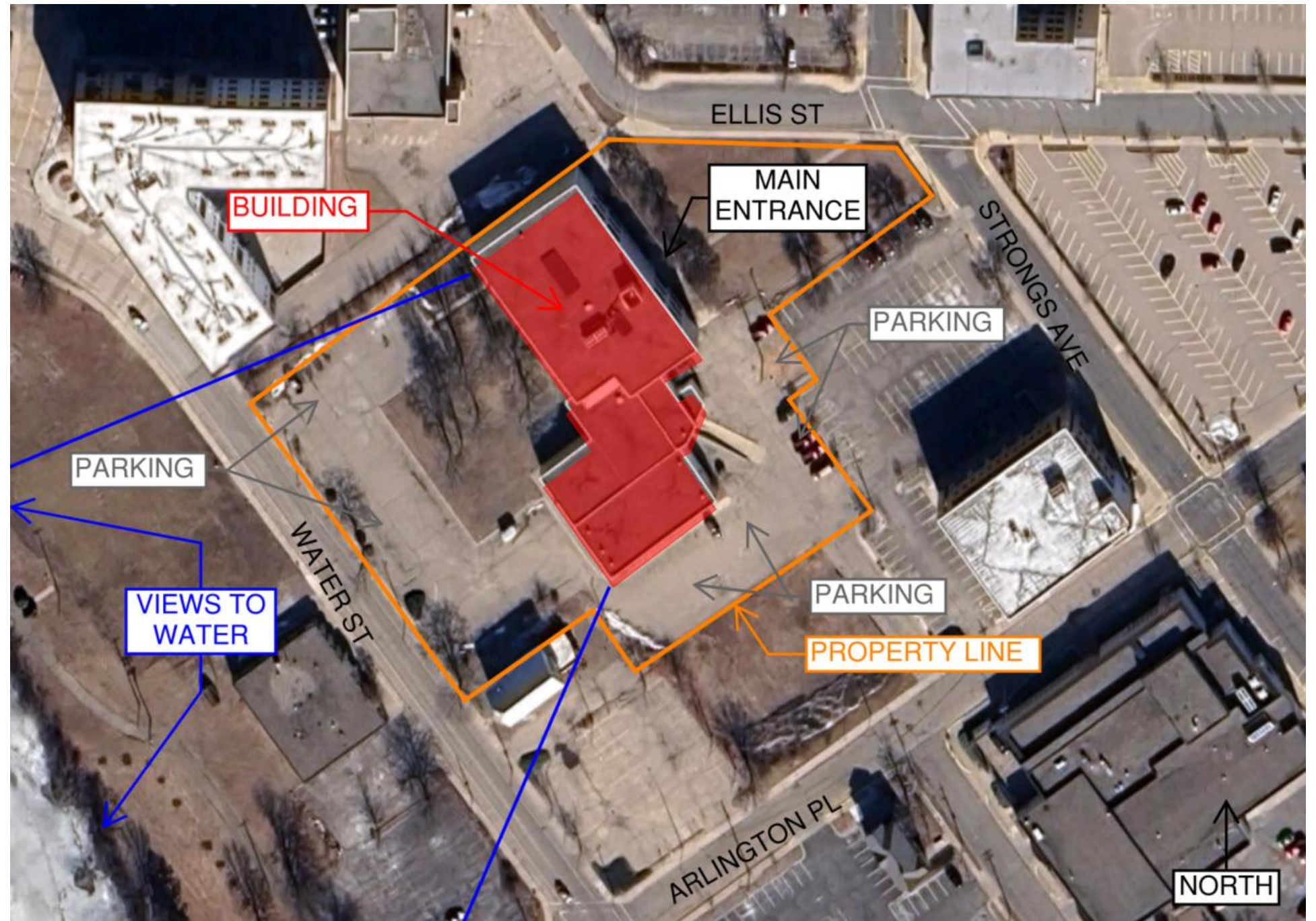
Possible facility - Site

- Existing facility located **1039 Ellis St**
- **(3) floors** with total of approx. **57,800 sf**
- Site features:
 - Parking entrances off Water St & Arlington Pl
 - Main building entrance off Ellis st
 - Green spaces to both Northeast and South West.



Possible facility – FCA

- Somerville has completed a **facility condition assessment** report that will be available in full.
- The following is a summary of findings

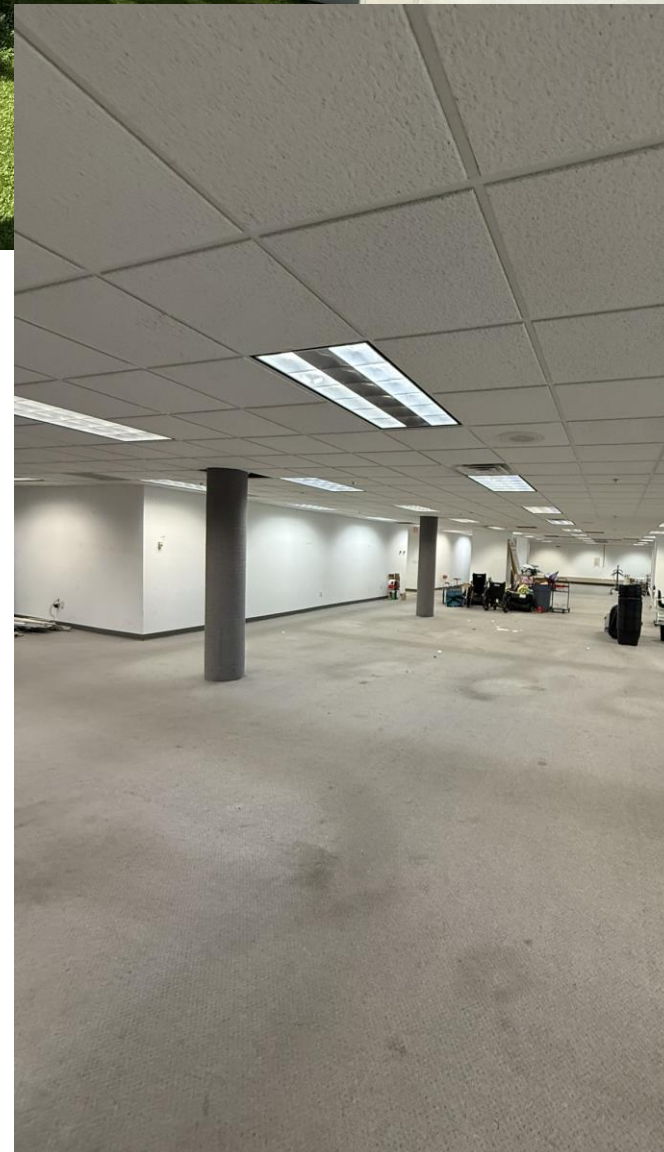


Possible facility

- Summary

■ Building conditions:

- **Exterior:** EIFS has some delamination and needs cleaning. Not very appealing.
- **Windows:** Non-operable ribbon windows in good condition. Additional will be needed in renovation.
- **Roof:** Approx 35+ yr will need replacing soon.
- **Structure:** Steel and concrete framing adequate for office use
- **Interior Conditions:** Floor to floor heights low in most areas. Mostly open floor plan with regular column grid. Carpet, ceiling tile, drywall needs replacement.



Possible facility

- Summary

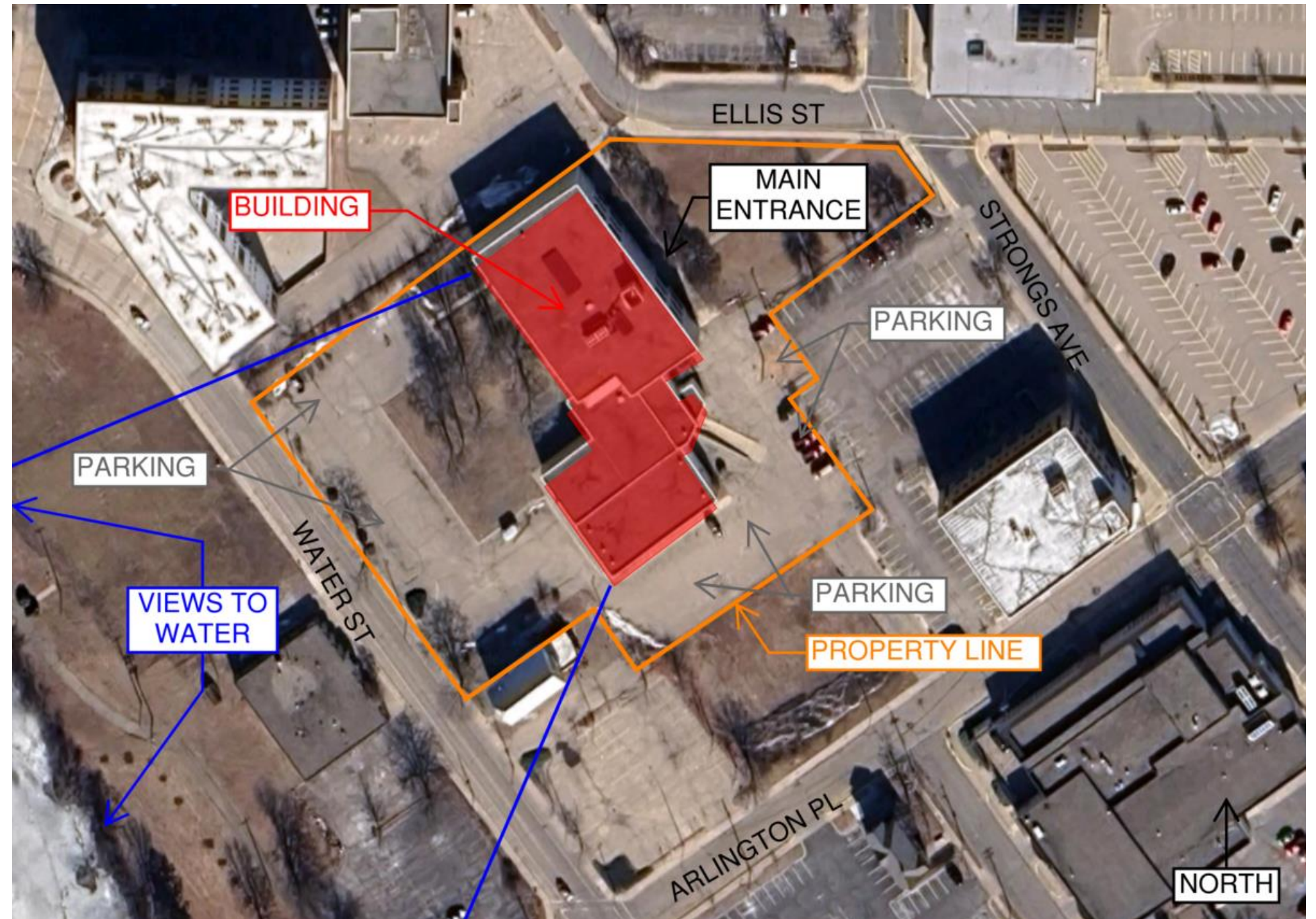
■ System conditions:

- **Plumbing:** Most fixtures have reach end of service life. Chase and stacks are reusable
- **Electrical:** New generator needed. Most other systems in good condition but need some updating to meet code.
- **Mechanical:** Most large components have reached end of service life.
- **Fire protection:** In good condition for reuse
- **Layout:** In an updated layout most duct, pipe, and conduit runs will not support new configuration.



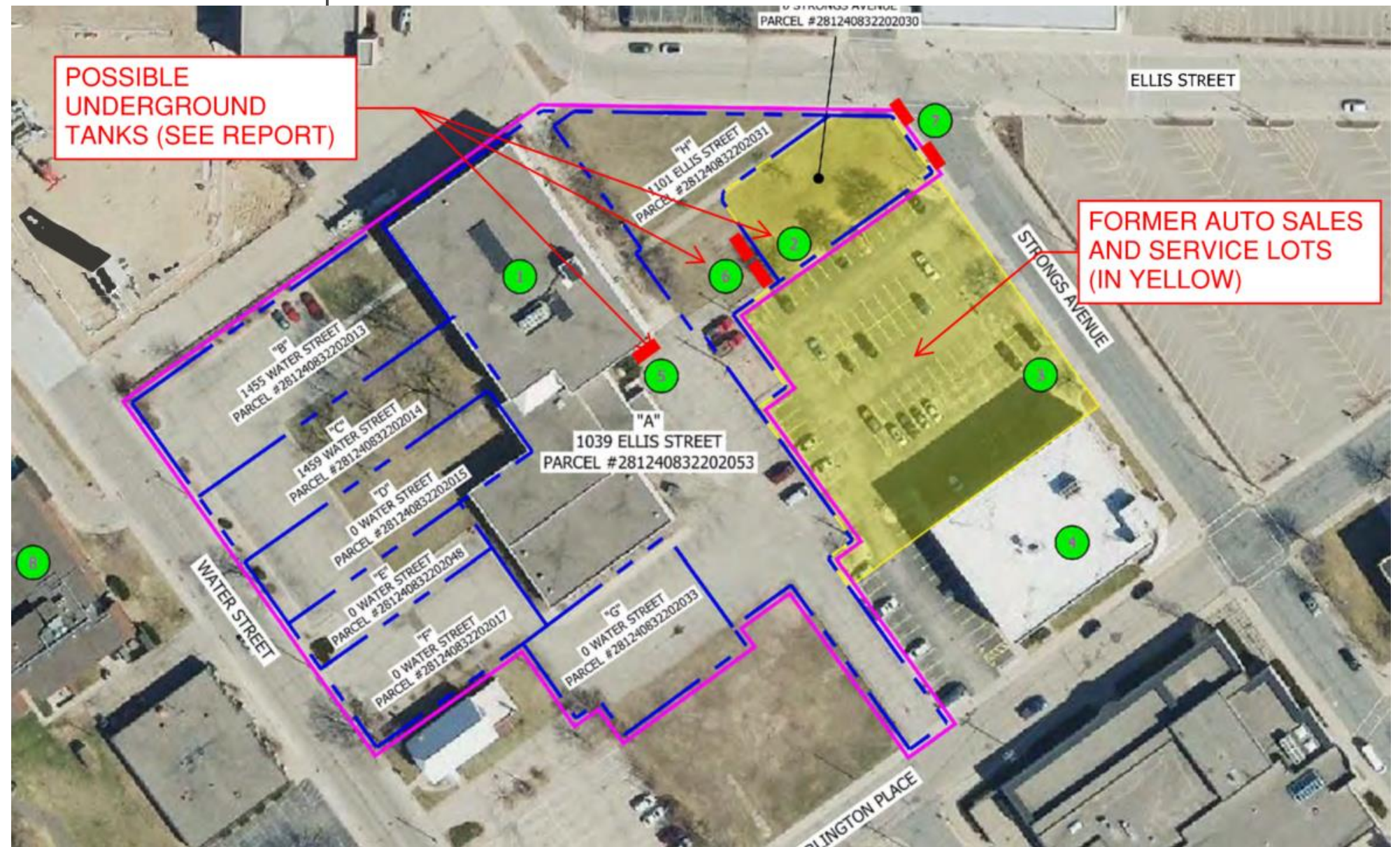
Possible facility - Recommendation

- Recommendation for renovation is **complete removal of most interior walls, ceilings, mechanicals, and interior finishes**. Reuse of existing central plumbing core, mechanical rooms, and elevator.



Possible facility – Other considerations

- **Environmental hazard report** provided by *Stantec* identified:
- Possible **contaminated soils** from previous site use.
- Possible **underground storage tanks** on site.
- See report for full description and recommendations

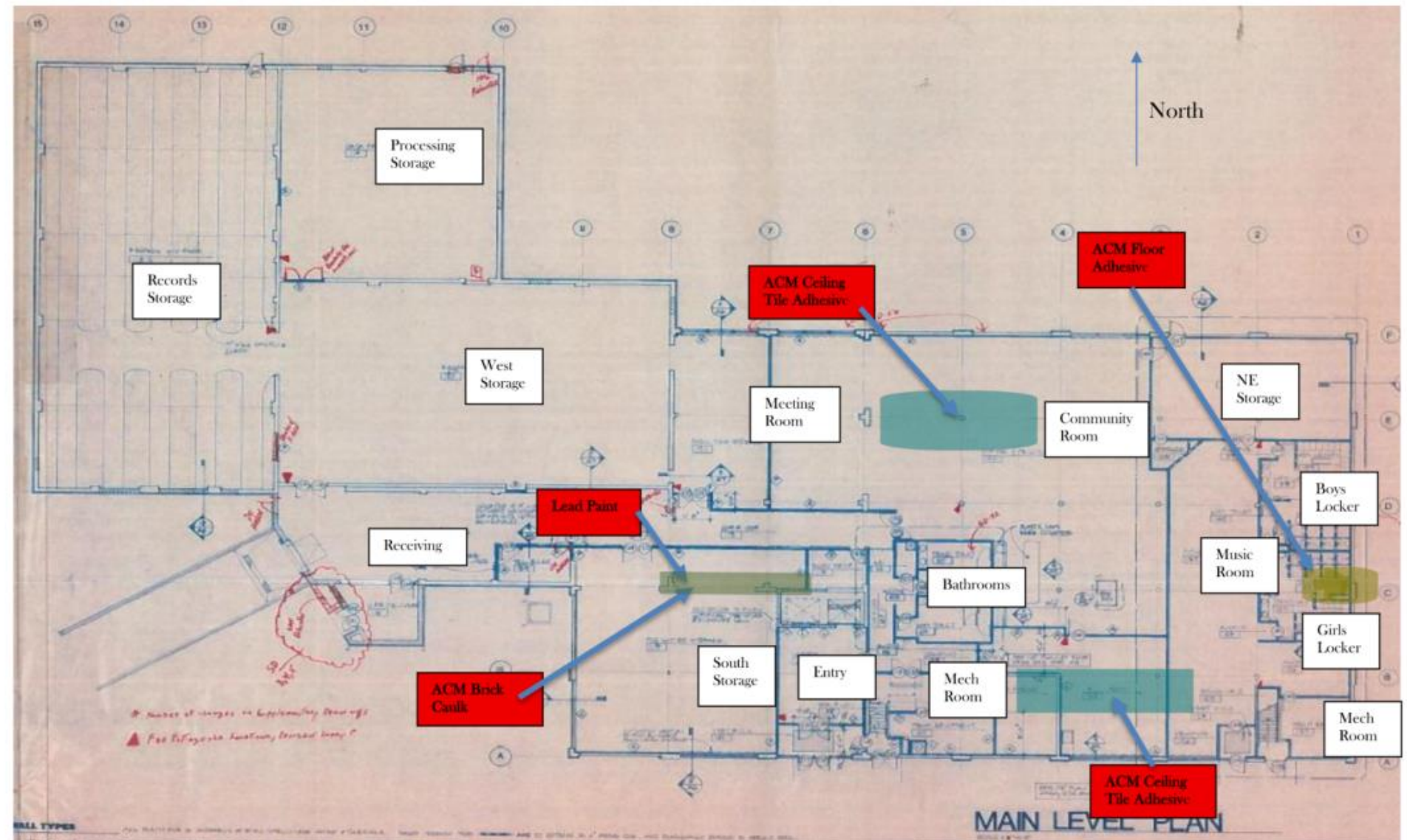


Possible facility – Other considerations

Appendix D

SITE DIAGRAM

- **Hazardous materials report** provided by *Stantec* identified:
- **Asbestos, Lead based paint, and Restricted Waste Items** in several locations through out building.
- See report for full description and recommendations



NorthStar No. 250-875
Pre-Demolition Inspection: ACM, LBP, RWI

Page 27 of 46

(Stantec) 1039 Ellis Street
Stevens Point, WI

New City Hall | City of Stevens Point

25

7967 | August 11th, 2025

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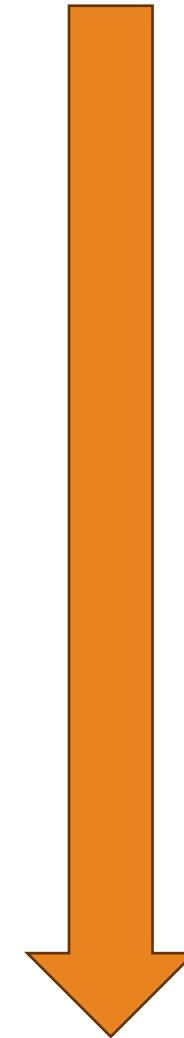
Estimated project schedule + budget

Estimated schedule – **Renovation**

- **Pre-design:** 5 Weeks
 - 7/15/25 – 8/18/25 (*Decision Date*)
- **Schematic Design:** 1.5 Months
 - 8/18/25 – 9/30/25
- **Design Development:** 2.5 Months
 - 10/1/25 – 12/26/25
- **Construction Documents:** 3 Months
 - 1/8/26 – 4/7/26
- **Bidding:** 3 Weeks
 - 4/19/26 – 5/9/26
- **Construction:** 9.5 Months
 - 5/18/26 – 3/11/27

Assumes:

- 2 week approval time at each stage for owner review.
- Few to no changes in approval process
- No unforeseen construction issues
- No unidentified structural issues with existing building.



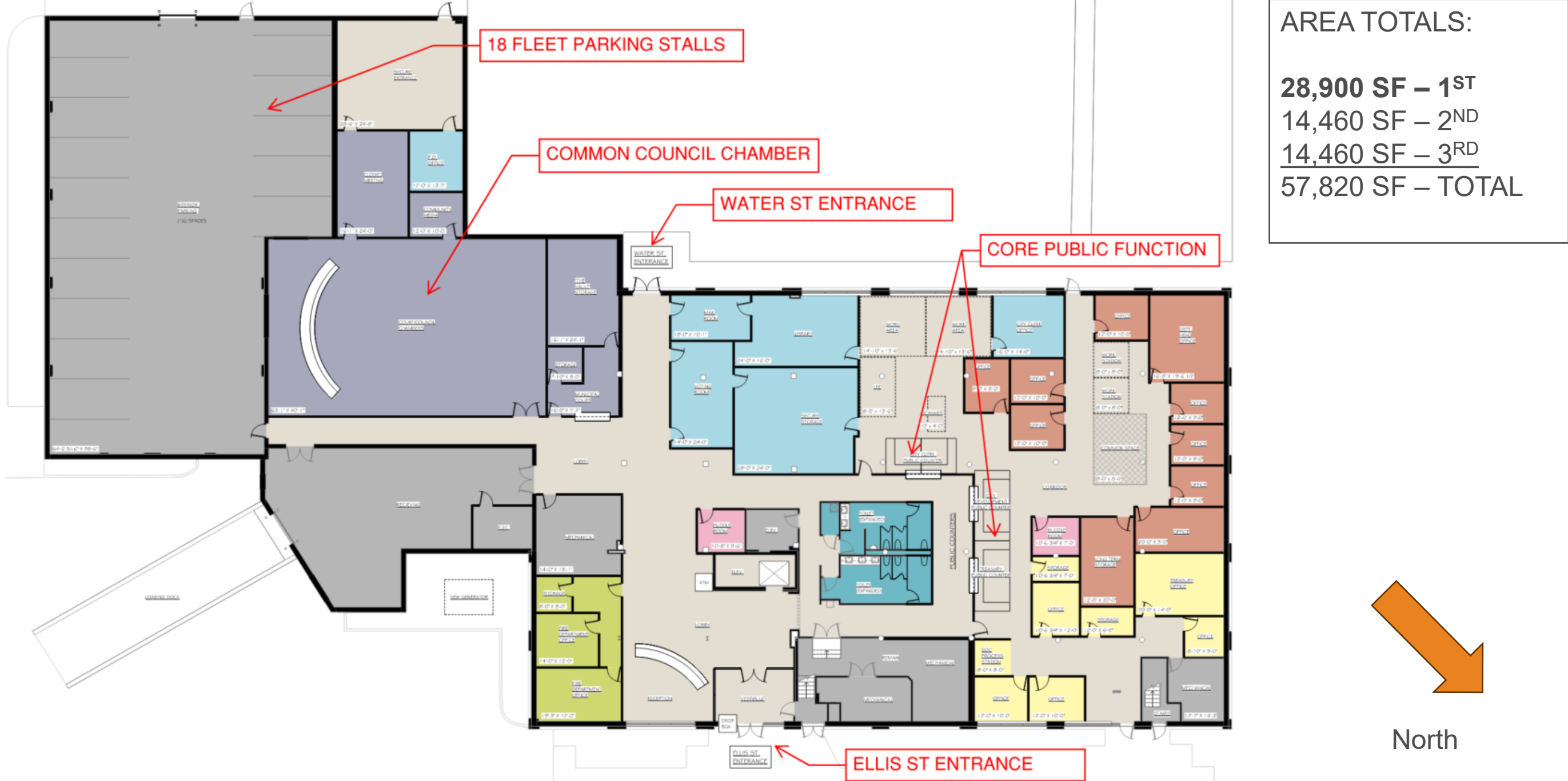
Approximately 20 months

Conceptual design – **Renovation**

- **Requested** square footage from programming
 - **~46,900 total** square footage for **building**
- **Conceptual renovation** of 1039 Ellis St
 - **~43,360** square footage of **1st and 2nd floors for City Hall use**
 - **~14,460** at 3rd floor of **“white box”** space for expansion.
 - **57,820** total building square footage

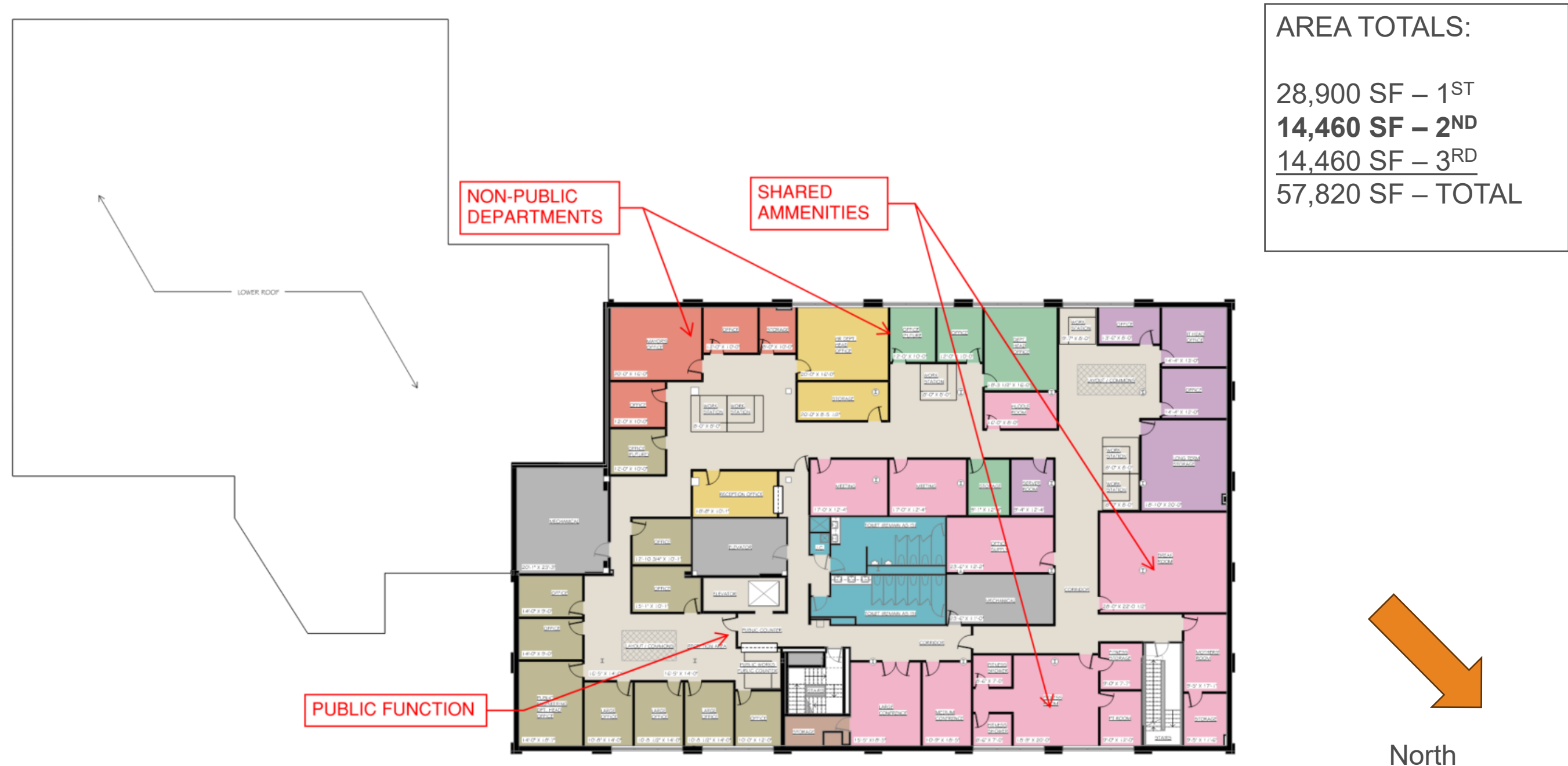
Conceptual design – Renovation

1st floor diagram



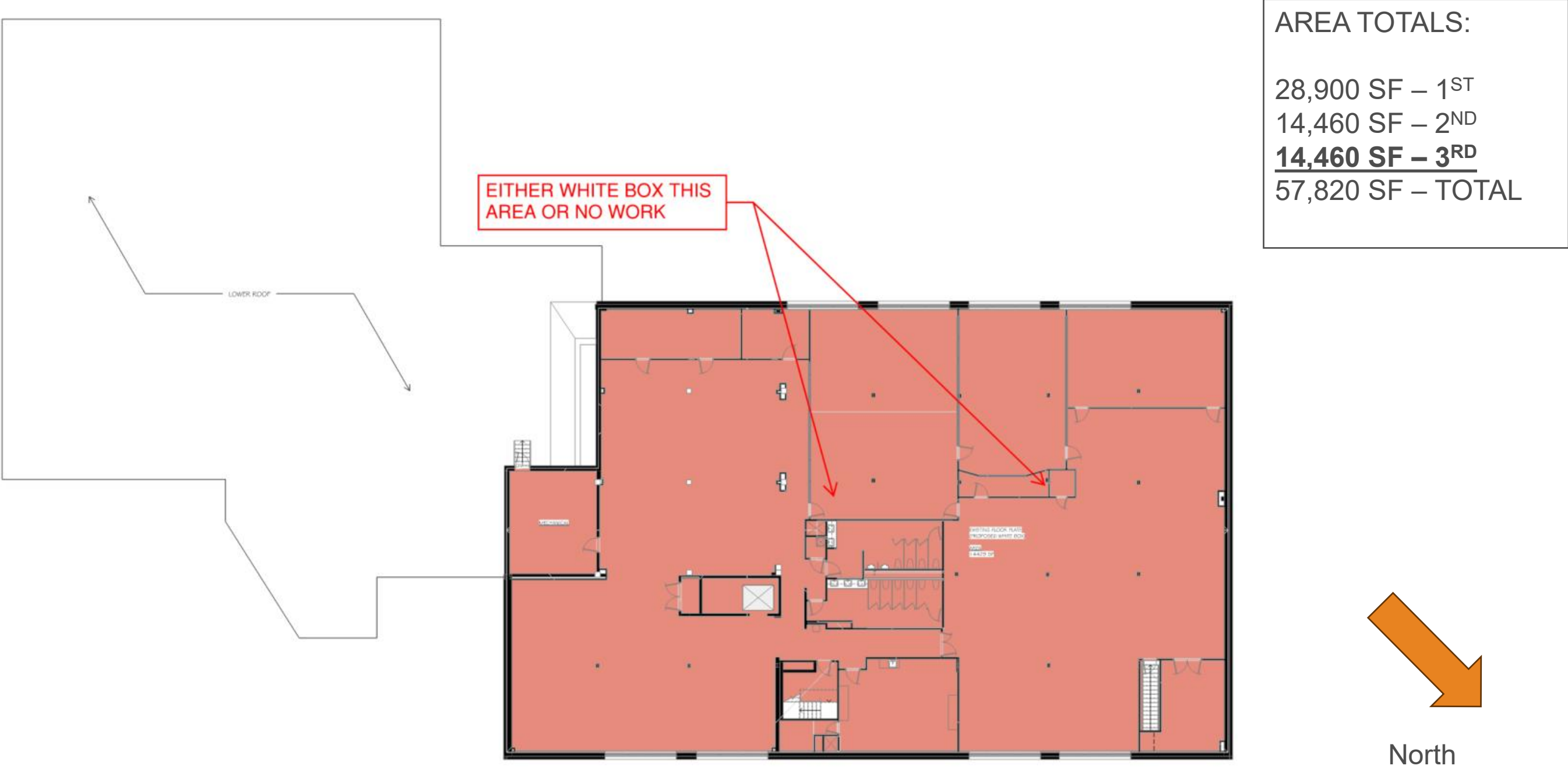
Conceptual design – Renovation

2nd floor diagram



Conceptual design – Renovation

3rd floor diagram



Estimated budget – Renovation

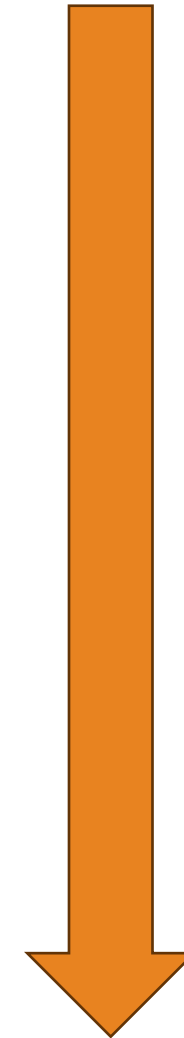
New City Hall - Renovation											
(Total Building SF = 57.820)		Low End Estimate					High End Estimate				
CONSTRUCTION COSTS (Physical building elements, estimates taken from recent project costs)											
Programed Renovation Area (1st & 2nd floor)	43,360	SF	\$ 265	per SF	\$ 11,490,400	43,360	SF	\$ 300	per SF	\$ 13,008,000	
White Box Renovation Area (3rd floor)	14,460	SF	\$ 150	per SF	\$ 2,169,000	14,460	SF	\$ 175	per SF	\$ 2,530,500	
Generator	1	Qty	\$300,000	per qty	\$ 300,000	1	Qty	\$300,000	per qty	\$ 300,000	
SUBTOTAL	57,820				\$ 15,355,340	57,820		+/- 13.46%		\$ 17,422,350	
DESIGN FEES (A/E , Civil Engineering, IT, Security, A/V. Cost are estimates)											
SUBTOTAL					\$ 904,544			+/- 13.67%		\$ 1,028,229	
REIMBURSABLES (Applications, plan review, printing. Costs are estimates)											
SUBTOTAL					\$ 6,000			+/- 0.00%		\$ 6,000	
OWNER PROJECT COSTS (Abatement, building demolition, furniture, graphics & signage, window treatments, IT, utility set up, AV systems, security systems, contingency)											
SUBTOTAL					\$ 986,700			+/- 0.00%		\$ 986,700	
TOTAL ESTIMATED PROJECT COST						\$ 17,252,584	\$ 19,443,279				

Projected schedule – New Construction

- **Pre-design:** 5 Weeks
 - 7/15/25 – 8/18/25 (*Decision Date*)
- **Schematic Design:** 1.5 Months
 - 8/18/25 – 9/30/25
- **Design Development:** 2.5 Months
 - 10/1/25 – 12/26/25
- **Construction Documents:** 3 Months
 - 1/8/26 – 4/7/26
- **Bidding:** 3 Weeks
 - 4/19/26 – 5/9/26
- **Construction:** 13 Months
 - 5/18/26 – 6/11/27

Assumes:

- 2 week approval time at each stage for owner review.
- Few to no changes in approval process
- No unforeseen construction issues
- Existing building demolition occurs before or during beginning of construction

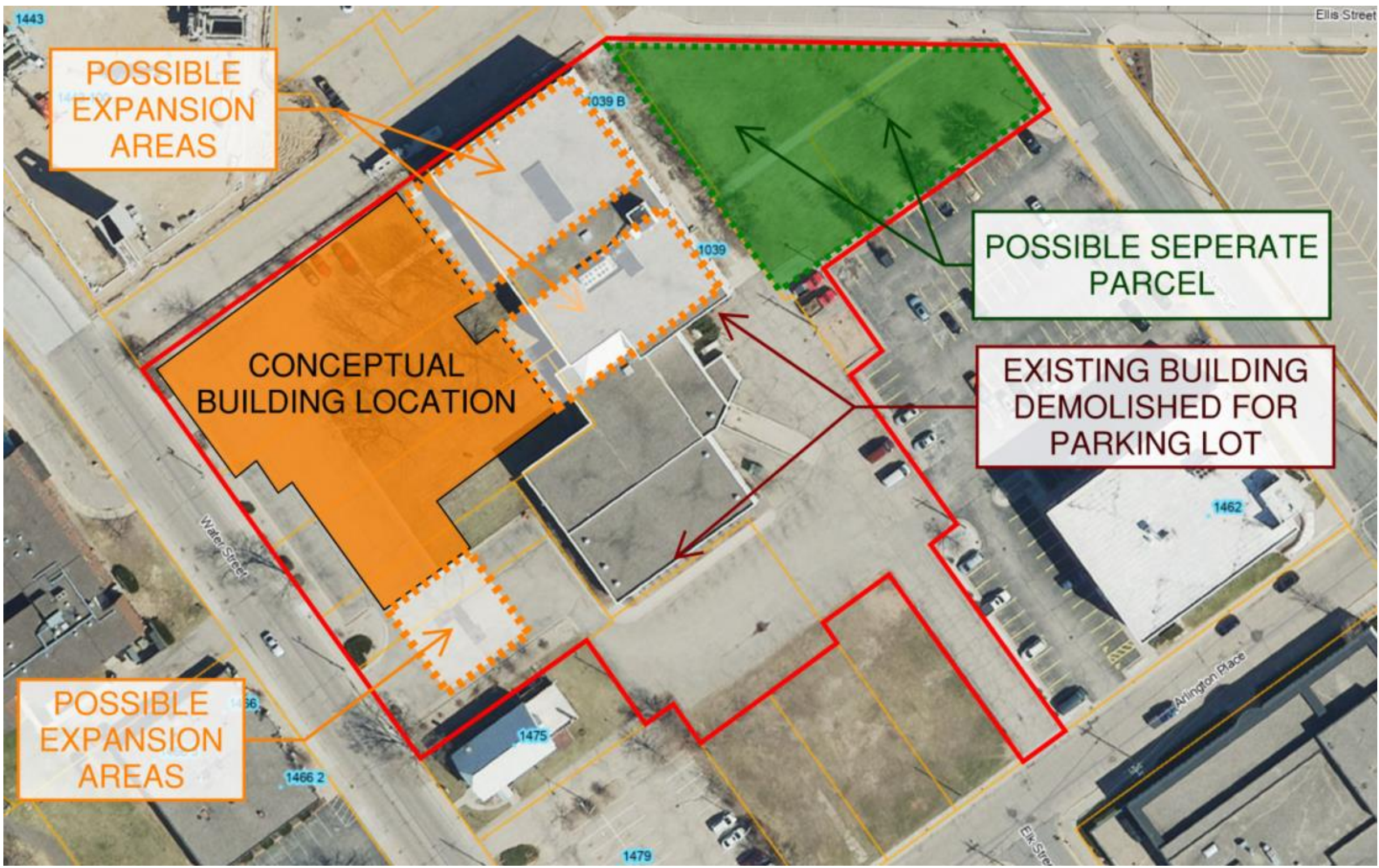


Approximately 24 months

Conceptual design – New Construction

- Requested square footage from programming
 - ~46,900 total square footage for building
- Conceptual new construction design
 - ~41,000 square footage of 1st and 2nd floors for city hall use
 - Finding redundancies in program area reduced building size.
 - Anticipated building location does not interfere with demolition

Conceptual design – New Construction



New City Hall | City of Stevens Point

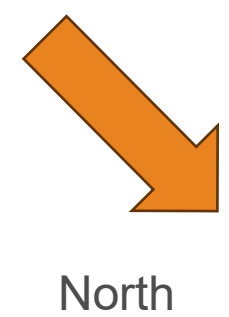
Conceptual design – New Construction

1st floor diagram



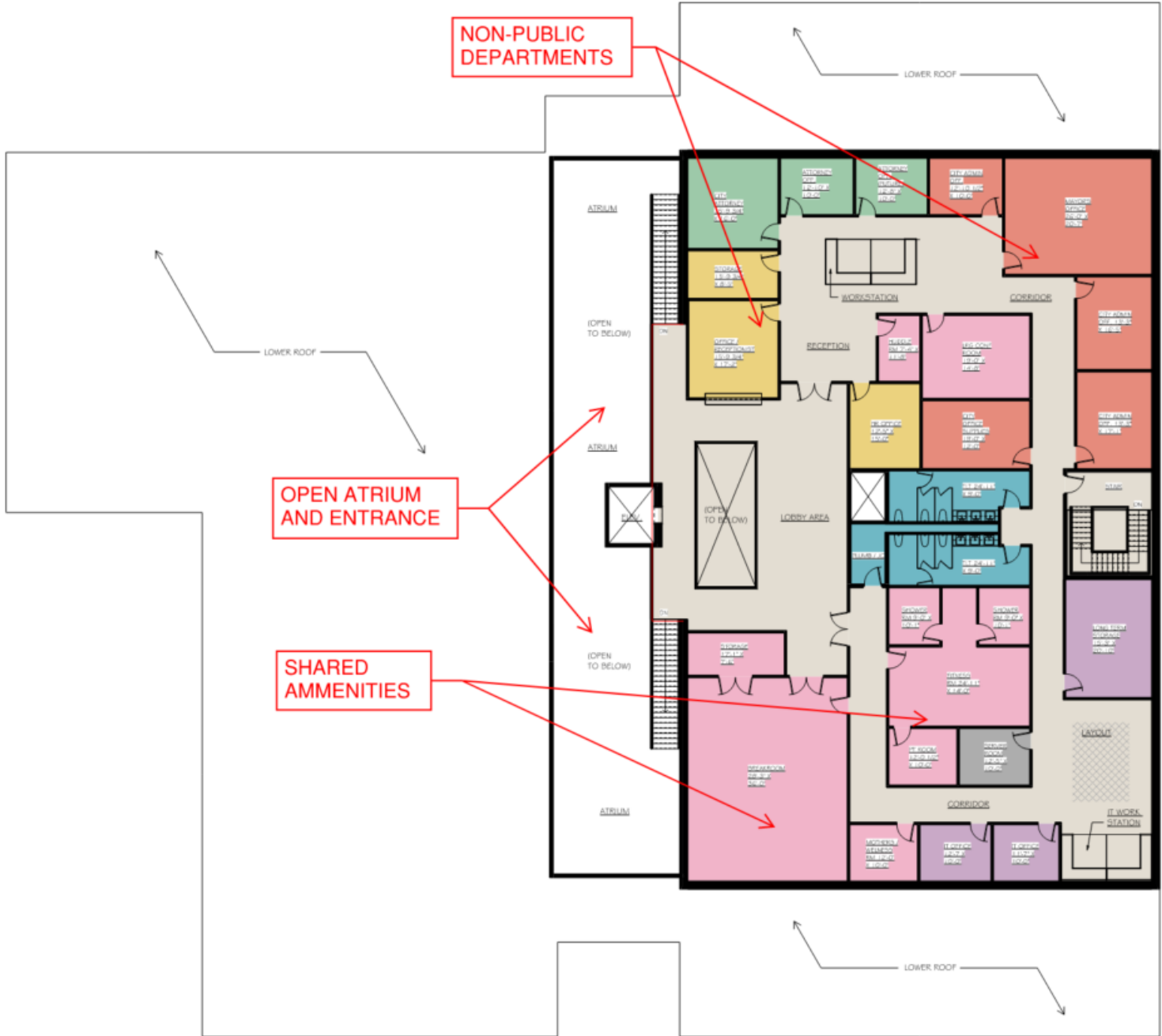
AREA TOTALS:

29,800 SF – 1ST
11,200 SF – 2ND
41,000 SF – TOTAL



Conceptual design – New Construction

2nd floor diagram



AREA TOTALS:	
29,800 SF – 1 ST	
11,200 SF – 2ND	
41,000 SF – TOTAL	



Estimated budget – New Construction

New City Hall - New Construction										
			Low End Estimate				High End Estimate			
CONSTRUCTION COSTS (Physical building elements, estimates taken from recent project costs)										
New Construction Area	41,000	SF	\$ 300	per SF	\$ 12,300,000	41,000	SF	\$ 325	per SF	\$ 13,325,000
Generator	1	Qty	\$300,000	per qty	\$ 300,000	1	Qty	\$300,000	per qty	\$ 300,000
SUBTOTAL	41,000				\$ 13,860,000	41,000		+/- 8.13%		\$ 14,987,500
DESIGN FEES (A/E , Civil Engineering, IT, Security, A/V. Cost are estimates)										
SUBTOTAL					\$ 879,800			+/- 7.05%		\$ 941,813
REIMBURSABLES (Applications, plan review, printing. Costs are estimates)										
SUBTOTAL					\$ 6,000			+/- 0.00%		\$ 6,000
OWNER PROJECT COSTS (Abatement, building demolition, furniture, graphics & signage, window treatments, IT, utility set up, AV systems, security systems, contingency)										
SUBTOTAL					\$ 1,449,030			+/- 0.00%		\$ 1,449,030
TOTAL ESTIMATED PROJECT COST						\$ 16,194,830	\$ 17,384,343			

Comparisons – Renovation

Pros

- + Shorter **construction time**
- + **Easy expansion** (3rd floor)
- + **Historical** connection
(certain portions of building)
- + Lower construction **cost per square foot**

Cons

- Existing **interior conditions**
(low ceilings, floor to floor heights, window locations)
- **Square footage & expansion** is predetermined
- **Building** unknowns (hazardous mat'l, demolition discovery, structure reinforcements)
- Few **salvageable building equipment** pieces (generator, air handler, etc.)
- Unappealing **exterior**

Comparisons – New Construction

Pros

- + Better **interior conditions** (high ceilings, more windows, departmental layouts)
- + **Better expansion** opportunities
- + Thoughtful **entrance experience**
- + Easier **cost control** (build only what you need)
- + Opportunities for **parcel separation**

Cons

- Longer **construction time**
- **Environmental** unknowns (soil conditions, contamination, stormwater management)
- Higher **cost per square foot**
- **Demolition** of existing building

Opinion of Probable Cost for:

Stevens Point

New City Hall - New Construction

Stevens Point, WI



Low

High

CONSTRUCTION COSTS									
New Construction Area	41,000	SF	\$ 300	per SF	\$	12,300,000	41,000	SF	\$ 325
Generator	1	Qty	\$ 300,000	per qty	\$	300,000	1	Qty	\$ 300,000
Design Phase Contingency (Lower to 5% headed into construction)				10.00%	\$	1,260,000			10.00%
SUBTOTAL	41,000				\$	13,860,000	41,000		+/- 8.13%
DESIGN FEES									
Architect/Engineer (A/E) Fee (ESTIMATE PLACEHOLDER)				5.50%	\$	762,300			5.50%
Schematic Design	20%		152,460				20%		152,460
Design Development	25%		190,575				25%		190,575
Construction Documents	30%		228,690				30%		228,690
Bidding	3%		22,869				3%		22,869
Construction Phase	22%		167,706				22%		167,706
A/E Optional Additional Services:									
Furniture Selection Procurement (not in project)				Est.	\$	-			Est.
Environmental Graphics Design				Est.	\$	20,000			Est.
Site Surveying				Est.	\$	7,500			Est.
Site/Civil Engineering				Est.	\$	30,000			Est.
Stormwater Management (> 1 Acre Disburbance)				Est.	\$	20,000			Est.
Landscape Architecture (by Forestry Department)					\$	-			
Security Design				Est.	\$	10,000			Est.
A/V Design				Est.	\$	10,000			Est.
IT Design				Est.	\$	20,000			Est.
SUBTOTAL					\$	879,800			+/- 7.05%
REIMBURSABLES									
Detailed Cost Estimating (not in project)					\$	-			\$
Document printing/mailing				Est	\$	3,000			Est
A/E Travel/Subsistence (no additional charge)					\$	-			\$
Agency Approval Fees (Site Plan & Building)				Est	\$	3,000			Est
SUBTOTAL					\$	6,000			+/- 0.00%
OWNER PROJECT COSTS (NOTE: Cost estimates and accuracy for Owner provided items listed below are the sole responsibility of the Owner.)									
Building/Land Procurement					\$	-			\$
Hazardous Materials Abatement				Est	\$	150,000			Est
Existing building demolition				Est	\$	400,000			Est
Furnishings (assumes half of S.F. is with reused furniture)	20,500	@	\$18	per sf	\$	369,000	20,500	@	\$18
Kitchen Appliances	4	@	\$750	each	\$	3,000	4	@	\$750
Environmental Graphics	6	@	\$5,500	each	\$	33,000	6	@	\$5,500
Interior Wayfinding Signage	20	@	\$300	each	\$	6,000	20	@	\$300
Artwork (assumes reuse of most interior artwork)	10	@	\$300	each	\$	3,000	10	@	\$300
Exterior Signage (Monument and Building)	4	@	\$7,500	each	\$	30,000	4	@	\$7,500
Window Treatments				Est	\$	35,000			Est
IT				Est	\$	80,000			Est
Utilities (e.g. fiber, telecom, electrical, water, gas)				Est	\$	39,800			Est
A/V System				Est	\$	25,000			Est
Security System (assumes total building)	41,000	@	\$3.50	per sf	\$	143,500	41,000	@	\$3.50
Owner Contingency (City Standard)				10.00%	\$	131,730			10.00%
SUBTOTAL					\$	1,449,030			+/- 0.00%
TOTAL ESTIMATED PROJECT COST					\$	16,194,830			\$
CHANGE IN TOTAL PROJECT COST									7.35%

Opinion of Probable Cost for:

Stevens Point

New City Hall - Renovation

Stevens Point, WI

(Total Building SF = 57,820)



Low

Total gut job on interior, some recladding of exterior with minor adjustments



High

Total gutting of building, major recladding of exterior with major adjustments

CONSTRUCTION COSTS												
Programed Renovation Area (1st & 2nd floor)	43,360	SF	\$ 265	per SF	\$	11,490,400	43,360	SF	\$ 300	per SF	\$ 13,008,000	
White Box Renovation Area (3rd floor)	14,460	SF	\$ 150	per SF	\$	2,169,000	14,460	SF	\$ 175	per SF	\$ 2,530,500	
Generator	1	Qty	\$ 300,000	per qty	\$	300,000	1	Qty	\$ 300,000	per qty	\$ 300,000	
Design Phase Contingency (Lower to 5% headed into construction)				10.00%	\$	1,395,940				10.00%	\$ 1,583,850	
SUBTOTAL	57,820				\$	15,355,340	57,820		+/- 13.46%	\$	17,422,350	
DESIGN FEES												
Architect/Engineer (A/E) Fee (ESTIMATE PLACEHOLDER)				5.50%	\$	844,544			5.50%	\$	958,229	
Schematic Design	20%		168,909				20%		168,909			
Design Development	25%		211,136				25%		211,136			
Construction Documents	30%		253,363				30%		253,363			
Bidding	3%		25,336				3%		25,336			
Construction Phase	22%		185,800				22%		185,800			
A/E Optional Additional Services:												
Furniture Selection Procurement (not in project)				Est.	\$	-			Est.	\$	-	
Environmental Graphics Design				Est.	\$	20,000			Est.	\$	20,000	
Landscape Architecture (by Forestry Department)					\$	-				\$	-	
Security Design				Est.	\$	10,000			Est.	\$	10,000	
A/V Design				Est.	\$	10,000			Est.	\$	20,000	
IT Design				Est.	\$	20,000			Est.	\$	20,000	
SUBTOTAL					\$	904,544			+/- 13.67%	\$	1,028,229	
REIMBURSABLES												
Detailed Cost Estimating (not in project)					\$	-				\$	-	
Document printing/mailling				Est.	\$	3,000			Est.	\$	3,000	
A/E Travel/Substinance (no additional charge)					\$	-				\$	-	
Agency Approval Fees (Site Plan & Building)				Est.	\$	3,000			Est.	\$	3,000	
SUBTOTAL					\$	6,000			+/- 0.00%	\$	6,000	
OWNER PROJECT COSTS (NOTE: Cost estimates and accuracy for Owner provided items listed below are the sole responsibility of the Owner.)												
Building/Land Procurement					\$	-				\$	-	
Hazardous Materials Abatement				Est.	\$	150,000			Est.	\$	150,000	
Furnishings (assumes half of S.F. is with reused furniture)	21,680	@	\$18	per sf	\$	390,240	21,680	@	\$18	per sf	\$ 390,240	
Kitchen Appliances	4	@	\$750	each	\$	3,000	4	@	\$750	each	\$ 3,000	
Environmental Graphics	6	@	\$5,500	each	\$	33,000	6	@	\$5,500	each	\$ 33,000	
Interior Wayfinding Signage	20	@	\$300	each	\$	6,000	20	@	\$300	each	\$ 6,000	
Artwork (assumes reuse of most interior artwork)	10	@	\$300	each	\$	3,000	10	@	\$300	each	\$ 3,000	
Exterior Signage (Monument and Building)	4	@	\$7,500	each	\$	30,000	4	@	\$7,500	each	\$ 30,000	
Window Treatments				Est.	\$	25,000			Est.	\$	25,000	
IT				Est.	\$	80,000			Est.	\$	80,000	
Utilities (e.g. fiber, telecomm, electrical)					\$	-						
A/V System				Est.	\$	25,000			Est.	\$	25,000	
Security System (assumes total building)	43,360	@	\$3.50	per sf	\$	151,760	43,360	@	\$3.50	per sf	\$ 151,760	
Owner Contingency (City Standard)				10.00%	\$	89,700			10.00%	\$	89,700	
SUBTOTAL					\$	986,700			+/- 0.00%	\$	986,700	
TOTAL ESTIMATED PROJECT COST					\$	17,252,584	TOTAL ESTIMATED PROJECT COST					\$ 19,443,279
CHANGE IN TOTAL PROJECT COST							CHANGE IN TOTAL PROJECT COST					12.70% \$ 2,190,696



August 14, 2025

To: City Council

Subject: Updated City Hall Financial Impacts

We had been planning on about \$15 million for a replacement city hall, and I have previously provided numbers and projections based on that. However, with the current estimates looking more like \$17 million, I wanted to provide updated estimates based on that number. Note that we are still hopeful that we may be able to bring that number down to an extent, but it is important to plan for the worst.

Debt Capacity

We discussed the topic of debt capacity extensively back in May, and identified that with all our planned projects, including city hall, we are expected to have very little room to spare if we stick with our ordinance limit of 3% of equalized value. However, since then we received our updated number for equalized value, which happens once a year. Our equalized value increased by \$231,265,900 which produces \$6,937,977 in additional debt capacity under our ordinance limit. Therefore, we should now have the debt capacity to cover the additional \$2 million if we need to.

Tax Levy Impacts

We have previously discussed financing this over 10 years, and phasing in the tax rate impact over two years to soften the blow. If we stick with that plan, then my estimates for tax rate impacts for each year of the two year phase in, per \$100,000 in value, and for the median \$194,000 home, are as follows:

	\$100,000	\$194,000
City Hall	\$44	\$86
Base 4.5% Increase	\$40	\$77
Total Increase	\$84	\$163



MEMORANDUM

To: City of Stevens Point Common Council

From: Jarod Kivela, Director of Community Development

Date: August 14, 2025

RE: **Funding Request – Phase II Environmental Site Assessment for Portage County
Parcels at and adjoining 1039 Ellis Street**

Background

The City has received two preliminary contracts from Somerville Architects to provide full design services for the City Hall project at 1039 Ellis Street. One contract covers the option to construct a new facility, and the other covers the option to renovate the existing structure.

These contracts are preliminary and will require minor amendments following review by the City Attorney. Additional amendments may also be necessary depending on the direction provided by the Common Council.

Architect's Recommended Fee Structure

Somerville Architects has recommended that both contract options utilize a percentage-based fee structure for professional services. This is a common industry standard for projects of this scale and complexity, particularly when the scope and size of the project have not yet been fully established.

Under a percentage-based fee, the architectural cost will adjust proportionally as the design evolves—growing or shrinking in response to the final size, scope, and cost of the building. This approach ensures that the fee remains aligned with the actual level of design and construction effort required.

Two other typical architectural fee structures were considered but determined not to be appropriate at this time:

- Lump Sum Fee – Typically reserved for projects where the scale and scope of work are well-established, which is not the case for either City Hall option at this stage.

www.stevenspoint.com

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- Hourly Rate Fee – Generally used for smaller projects and not suitable for the size and complexity of a municipal building project.

Request

Staff is requesting that the Common Council approve one of the contracts, either the *Build New* option or the *Renovation* option, based on the selection made by the Council.

Approval of the selected contract would also authorize staff to make minor adjustments as necessary to address legal review and project needs. Any major amendments would be brought back to the Common Council for review and approval.

Recommendation

Approve the contract for the design option selected by the Common Council (Build New or Renovation) with Somerville Architects, with the understanding that:

1. Minor adjustments may be made by staff following City Attorney review or based on project needs.
2. Major amendments will require further approval by the Common Council before execution.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of August in the year Two Thousand Twenty-Five
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
(715) 346-1569

and the Architect:
(*Name, legal status, address and other information*)

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301
(920) 437-8136

for the following Project:
(*Name, location and detailed description*)

Architect's Project No.: TBD
Architectural and engineering design services for a new City Hall building located at 1039 Ellis Street in Stevens Point, WI.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Project includes a new building of approximately 41,000 SF of (2) story masonry and steel framed building located at 1039 Ellis St, Stevens Point WI.

Project scope is to design a new space to house City of Stevens Point administrative staff including departmental offices, council chambers, meeting rooms, and interior parking.

Additional program requirements shall be developed in accordance with Section 4.1.2.2.1.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New building of approximately 41,000 SF.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's budget for the Cost of Work is approximately \$13,800,000 - 14,900,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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- .1 Design phase milestone dates, if any:
Construction Documents Completion: April 2026
- .2 Construction commencement date:
May 2026
- .3 Substantial Completion date or dates:
June 2027
- .4 Other milestone dates:
None identified.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No extraordinary sustainability design measures or initiatives will be undertaken beyond usual and customary energy efficient design guidelines.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Jarod Kivela
Community Development Director

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Mayor Mike Wiza

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
To be determined
- .2 Civil Engineer:
To be contracted with the Architect and billed to the Owner as a ReimbursableExpense.
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None identified.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Justin Marquis, NCARB, AIA
Project Architect

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301

.3 Electrical Engineer:

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301

§ 1.1.11.2 Consultants retained under Supplemental Services:

Site/Civil Engineering - To be determined.

§ 1.1.12 Other Initial Information on which the Agreement is based:

None identified.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use document 00 31 01-1 Request For Drawings in Electronic Format to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by

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architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that set forth in Section 2.2 hereof (the "Standard of Care"). Architect makes no warranties, express or implied regarding the adequacy of the Instruments of Service or the outcome of the Project. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of Architect's errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefor unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.5.1 The Architect shall conform the Drawings and Specifications to all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements applicable to the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after submittal to Code Authority modifications to the Drawing or Specifications are required because of an interpretation by the Code Authority which has not been previously given, or which is given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be compensated as a Contingent Additional Service. The parties acknowledge that submittal of Drawings and Specifications for approval routinely result in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Plans and Specification where the Architect has negligently failed to prepare them in compliance with the applicable Governmental Requirements.

§ 3.1.5.2 Architect shall conform the Construction Documents to the requirements known to similarly situated architects of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"). Owner shall be solely responsible for compliance with the remaining provisions of the Americans With Disabilities Act. Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 If Owner elects to engage in "value engineering" of the Project, Owner has established cost as a primary project objective over other programming, performance, and aesthetic objectives, and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule and performance. Owner has accepted these risks and impacts in recognition of the importance it has placed on project cost. Modifications to the Contract Documents necessitated by "value engineering" shall be performed as an Additional Service.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Notwithstanding any contrary or potentially ambiguous description of Architect services, it is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractors and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures in connection with the Work. When Architect is present at the site, such a presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

§ 3.6.1.4 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are solely the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. If the Contractor's requests for information, clarification or interpretation are, in the Architect's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable therefrom, or are untimely, Architect may so advise Contractor and Owner and shall be entitled to compensation for Architect's time spent responding to such requests.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in

accordance with the requirements of the Contract Documents.

§ 3.6.4.6 The parties acknowledge that Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for Architect's review of shop drawings or other submittals are conditioned upon Contractor's preparing and obtaining Architect's approval of a master schedule of submittals per section 3.6.4.1 hereof and subsequently transmitting the submittals to Architect in accordance with this schedule. Additionally, if after commencement of construction, Contractor requests Architect to review and analyze a requested product or material substitution, Architect shall undertake such review only as an Additional Service and after obtaining Owner's approval to do so.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observation visits to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final observation visits indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observation visits shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner - see 4.1.2.2.1
§ 4.1.1.2 Multiple preliminary designs	not provided
§ 4.1.1.3 Measured drawings	not provided
§ 4.1.1.4 Existing facilities surveys	not provided
§ 4.1.1.5 Site evaluation and planning	not provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	not provided
§ 4.1.1.8 Civil engineering	Architect - see 4.1.2.1.1
§ 4.1.1.9 Landscape design	Architect - see 4.1.2.1.2
§ 4.1.1.10 Architectural interior design	Architect - see 4.1.2.1.3
§ 4.1.1.11 Value analysis	not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	not provided
§ 4.1.1.13 On-site project representation	not provided - except as noted in 4.2.3
§ 4.1.1.14 Conformed documents for construction	not provided
§ 4.1.1.15 As-designed record drawings	not provided
§ 4.1.1.16 As-constructed record drawings	not provided
§ 4.1.1.17 Post-occupancy evaluation	not provided
§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect - to the extent as noted in 3.1.2
§ 4.1.1.21 Telecommunications/data design	not provided - except as noted in 4.1.2.1.4
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Fast-track design services	not provided
§ 4.1.1.26 Multiple bid packages	not provided
§ 4.1.1.27 Historic preservation	not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	not provided
§ 4.1.1.29 Environmental Graphics Design	Architect - see 4.1.2.1.5
§ 4.1.1.30 Other services provided by specialty Consultants	not provided
§ 4.1.1.31 Other Supplemental Services	not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.1.1 If necessary, Architect shall hire a Civil Engineering Consultant for topographic, site utilities, storm water management, erosion control and general site infrastructure design. Civil Engineering Consultant's fees shall be billed as reimbursable expense in accordance with Article 11.8.

§ 4.1.2.1.2 If necessary, Architect shall hire a Landscape Architect for the purpose of designing finish grades, and location/specification of groundcover, shrubs, trees and other site amenities and materials. Landscape Architect's consulting fees shall be billed as a reimbursable expense in accordance with Article 11.8.

§ 4.1.2.1.3 Basic Services shall include Interior Design limited to the selection of interior finishes and their patterns/colors.

§ 4.1.2.1.4 Telecommunications / Data Design shall be limited to the location of data closets and cable tray and/or conduit runs to junction box locations only.

§ 4.1.2.1.5 Environmental Graphics Design services include identifying areas for artwork, signage and environmental graphics, designing art and/or graphics, procuring cost proposals, and coordinating installation. Environmental Graphics Design services will be billed as an Additional Service in accordance with Article 11.3.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2.1 The Owner shall provide Program information to the Architect, from which the Architect shall create a Program Statement, establishing a listing of required spaces and the conversion to anticipated gross square footage (GSF).

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the

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Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Seventeen (17) visits to the site by the Architect during construction. One (1) employee equals one (1) visit and multiple employees equals multiple visits.
- .3 One (1) observation visit for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observation visit for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 Force Majeure: In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, declared National emergency, epidemic or pandemic, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the printed documents prepared by the Architect. Accordingly, Owner hereby agrees to indemnify and hold harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance of (or failure to perform) any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by Architect which, over Architect's written objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to

bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the reasonable attorneys' fees and costs incurred by the indemnified party in bringing this action.

§ 5.17 The Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all construction signs, building signage showing credits, press releases and other forms of publicity for the project.

§ 5.18 The Owner will require the Contractor and its Subcontractors to purchase insurance to cover claims and other expenses, including costs of defense, asserted against the Owner and the Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additional insured with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 5.19 The Owner agrees to include in all agreements and documentation connected with this project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all of the other parties to the Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and updated Opinions of Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Opinion of Probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing the Opinion of Probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the Opinion of Probable Cost of the Work to meet the Owner's budget. The Architect's Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed Opinion of Probable Cost of the Work, the Architect shall provide such an Opinion of Probable Cost of the Work, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. The Architect shall not be liable for any Project delays and related costs arising out of the need to modify the Construction Documents.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they

may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1

§ 8.3.1.1

§ 8.3.2

§ 8.3.3

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1

§ 8.3.4.2

§ 8.3.4.3

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner suspends the Project for more than 60 consecutive days for reasons other than the fault of the Architect, and then instructs the Architect to resume services, the Architect shall be reasonably compensated for the necessary review of the Project status, reacquisition of the architectural and/or engineering thought process, resultant scheduling inefficiencies/burdens and the necessary reassignment of personnel, if any. In addition, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Two times (2x) the Compensation plus Reimbursable Expenses earned prior to the date of Termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Percentage Basis
(Insert percentage value)

Five and one-half (5.50) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .2 Other
(Describe the method of compensation)

None identified.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

According to the language set forth in Article 4.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly in accordance with the rates set forth in Article 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent (20.00 %)
Design Development Phase	Twenty-Five percent (25.00 %)
Construction Documents Phase	Thirty percent (30.00 %)
Procurement Phase	Three percent (3.00 %)
Construction Phase	Twenty-Two percent (22.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A - Accounting Procedure for Architectural and Engineering Services

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence. Mileage to and from the Owner's Project site shall not be billed;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;

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- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Extra renderings and presentation materials not included in the scope of work, physical models, mock-ups, and professional photography requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 The Owner will directly hire any consultants providing professional services that may charge tax. If the Owner agrees to have the Architect hire consultants that charge tax, the Owner agrees to pay all taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures not included in the current scope of work;
- .13 Civil Engineering Consultant, or other special consultants as required by the Project;
- .14 Costs associated with the procurement of Geotechnical investigation, Surveying or other services on behalf of the Owner identified in Article 5.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.3 In accordance with Wisconsin Statutes Chapter 779 – Lien Law, the Architect hereby notifies the Owner of its Lien rights as follows: "As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction

on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid".

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Neither the Architect, the Architect's Consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the proceeds available from the professional liability insurance required by this Agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

§ 12.2 Where the Project incorporates new or innovative products or processes, Owner acknowledges and accepts that such products lack a proven history of installation or performance and may not ultimately perform as intended. Architect may rely on instructions, directions, or information from the manufacturer or supplier and shall have no duty for further investigation or the ultimate performance of the product or process to the extent it does not meet the manufacturer's or supplier's representations.

§ 12.3 Owner acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such a hidden condition requires a change in the design or construction work, the costs of such a change are solely the Owner's, and Architect shall have no responsibility for any resulting costs or damages. If Architect's services include the design of repairs based on a review of existing conditions of the building, Owner acknowledges that Architect is working from imperfect information, and Architect does not warrant that it will have seen and designed alterations, remedies or existing condition repairs for every defective condition.

§ 12.4 The Owner shall ensure that the construction is performed by a general contractor or construction manager who shall have overall responsibility for the construction of the entire Project and who shall warrant the quality of the construction to the Owner and Architect under terms no less stringent nor of shorter duration than those of section 3.5.1 of American Institute of Architects Document A201 General Conditions of the Contract for Construction 2017 edition.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

None identified.

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Accounting Procedure for Architectural and Engineering Services, one (1) page total

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

None identified

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

BY: Matthew J. Schachtner, NCARB, AIA, President

(Printed name, title, and license number if required)

accounting procedure for architectural and engineering services

Architectural and Engineering compensation is based on time required for professional services and the reimbursement of expenses necessarily incurred in the performance of that service.

2025 HOURLY RATES

Actual billings are based on the rates established below and are annually adjusted on the first of January.

ARCHITECTURE	
Senior Project Architect - Level III.....	\$177
Senior Project Architect - Level II.....	\$172
Senior Project Architect - Level I.....	\$167
Project Architect - Level III.....	\$162
Project Architect - Level II.....	\$157
Project Architect - Level I.....	\$152
Architect - Level III.....	\$147
Architect - Level II.....	\$142
Architect - Level I.....	\$137
Senior Designer - Level III.....	\$115
Senior Designer - Level II.....	\$112
Senior Designer - Level I.....	\$109
Designer - Level III.....	\$106
Designer - Level II.....	\$103
Designer - Level I.....	\$100
Senior Drafter - Level III.....	\$97
Senior Drafter - Level II.....	\$94
Senior Drafter - Level I.....	\$91
Drafter - Level III.....	\$88
Drafter - Level II.....	\$85
Drafter - Level I.....	\$82
Senior Project Manager - Level III.....	\$162
Senior Project Manager - Level II.....	\$156
Senior Project Manager - Level I.....	\$150
Project Manager - Level III.....	\$144
Project Manager - Level II.....	\$138
Project Manager - Level I.....	\$132
Senior Interior Designer - Level III.....	\$123
Senior Interior Designer - Level II.....	\$115
Senior Interior Designer - Level I.....	\$107
Interior Designer - Level III.....	\$99
Interior Designer - Level II.....	\$91
Interior Designer - Level I.....	\$83
Environmental Graphics / Graphic Design	\$106

ENGINEERING	
Senior Project Engineer - Level III.....	\$185
Senior Project Engineer - Level II.....	\$177
Senior Project Engineer - Level I.....	\$169
Project Engineer - Level III.....	\$164
Project Engineer - Level II.....	\$159
Project Engineer - Level I.....	\$154
Engineer - Level III.....	\$149
Engineer - Level II.....	\$144
Engineer - Level I.....	\$139
Senior Designer of Engineering Systems - Level III.....	\$145
Senior Designer of Engineering Systems - Level II.....	\$141
Senior Designer of Engineering Systems - Level I.....	\$137
Designer of Engineering Systems - Level III.....	\$133
Designer of Engineering Systems - Level II.....	\$129
Designer of Engineering Systems - Level I.....	\$125
Senior Designer - Level III.....	\$123
Senior Designer - Level II.....	\$120
Senior Designer - Level I.....	\$117
Designer - Level III.....	\$114
Designer - Level II.....	\$111
Designer - Level I.....	\$108
Senior Drafter - Level III.....	\$105
Senior Drafter - Level II.....	\$102
Senior Drafter - Level I.....	\$99
Drafter - Level III.....	\$96
Drafter - Level II.....	\$93
Drafter - Level I.....	\$90
Principal.....	\$245
Vice President - Engineering.....	\$208
Vice President - Operations.....	\$187



somerville

architects
engineers

2100 Riverside Drive
Green Bay, WI 54301-2390
T: 920.437.8136
F: 920.437.1131
somervilleinc.com

REIMBURSABLE EXPENSES

Expenses which may be incurred in addition to the hourly fees are outlined below. Reimbursable expenses are invoiced at their direct cost plus a 10% charge for coordination, management and invoicing.

TRAVEL:

Travel, mileage and living expenses while away from the firm's office in conjunction with the work. Time spent during travel is charged to the project at the normal hourly rate.

REPRODUCTIONS:

Prints, maps, photocopies, specifications and other reproductions, made for office or field use, and the cost of the distribution of such items.

APPROVALS:

Plan review fees, inspection fees, and preparation of applications for securing approval of authorities having jurisdiction over the project.

CONSULTING SERVICES:

Work requiring outside consulting services such as site / civil engineering, surveying, soil testing, specialized design consultation, etc.

MISCELLANEOUS:

The cost of delivery and other expenses in conjunction with the work. Sales, use or gross receipt taxes paid by the Architect for purchases or rentals in conjunction with the work.

INVOICES

Billing will generally be on a monthly basis. Payment for professional services is due and payable upon receipt. Interest charges for overdue accounts beyond 30 days of billing date are charged at one percent (1%) per month of the amount due.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of August in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481
(715) 346-1569

and the Architect:
(Name, legal status, address and other information)

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301
(920) 437-8136

for the following Project:
(Name, location and detailed description)

Architect's Project No.: TBD
Architectural and engineering design services for the remodel of the building located at 1039 Ellis Street in Stevens Point, WI to house the Stevens Point City Hall.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Project to include interior alterations to approximately 57,800 SF of an existing (3) story masonry and steel framed building and attached (1) story portion of masonry framing located at 1039 Ellis St, Stevens Point WI. Exterior scope to consist of new windows and improving exterior cladding. Existing building previously used as office and storage space.

Project scope is to renovate interior architectural, mechanical, electrical, plumbing, and fire protection systems to design new space to house City of Stevens Point administrative staff including departmental offices, council chambers, meeting rooms, and interior parking.

Additional program requirements shall be developed in accordance with Section 4.1.2.2.1.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Remodel of approximately 57,800 SF of interior space including new windows and improving exterior cladding.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's budget for the Cost of Work is approximately \$15,400,000 - \$17,400,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
Construction Documents Completion: April 2026
- .2 Construction commencement date:
May 2026
- .3 Substantial Completion date or dates:
February 2027
- .4 Other milestone dates:
None identified.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No extraordinary sustainability design measures or initiatives will be undertaken beyond usual and customary energy efficient design guidelines.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Jarod Kivela
Community Development Director

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Mayor Mike Wiza

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
Not applicable
- .2 Civil Engineer:

If needed, to be contracted with the Architect and billed to the Owner as a Reimbursable Expense.

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None identified.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Justin Marquis, NCARB, AIA
Project Architect

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

To be determined.
- .2 Mechanical Engineer:

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301
- .3 Electrical Engineer:

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301

§ 1.1.11.2 Consultants retained under Supplemental Services:

Site/Civil Engineering - If needed, to be determined.

§ 1.1.12 Other Initial Information on which the Agreement is based:

None identified.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use document 00 31 01-1 Request For Drawings in Electronic Format to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is

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properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that set forth in Section 2.2 hereof (the "Standard of Care"). Architect makes no warranties, express or implied regarding the adequacy of the Instruments of Service or the outcome of the Project. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of Architect's errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefor unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and

excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.5.1 The Architect shall conform the Drawings and Specifications to all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements applicable to the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after submittal to Code Authority modifications to the Drawing or Specifications are required because of an interpretation by the Code Authority which has not been previously given, or which is given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be compensated as a Contingent Additional Service. The parties acknowledge that submittal of Drawings and Specifications for approval routinely result in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Plans and Specification where the Architect has negligently failed to prepare them in compliance with the applicable Governmental Requirements.

§ 3.1.5.2 Architect shall conform the Construction Documents to the requirements known to similarly situated architects of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"). Owner shall be solely responsible for compliance with the remaining provisions of the Americans With Disabilities Act. Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as

an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 If Owner elects to engage in “value engineering” of the Project, Owner has established cost as a primary project objective over other programming, performance, and aesthetic objectives, and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule and performance. Owner has accepted these risks and impacts in recognition of the importance it has placed on project cost. Modifications to the Contract Documents necessitated by “value engineering” shall be performed as an Additional Service.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Notwithstanding any contrary or potentially ambiguous description of Architect services, it is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractors and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures in connection with the Work. When Architect is present at the site, such a presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

§ 3.6.1.4 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the

Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are solely the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. If the Contractor's requests for information, clarification or interpretation are, in the Architect's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable therefrom, or are untimely, Architect may so advise Contractor and Owner and shall be entitled to compensation for Architect's time spent responding to such requests.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 The parties acknowledge that Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for Architect's review of shop drawings or other submittals are conditioned upon Contractor's preparing and obtaining Architect's approval of a master schedule of submittals per section 3.6.4.1 hereof and subsequently transmitting the submittals to Architect in accordance with this schedule. Additionally, if after commencement of construction, Contractor requests Architect to review and analyze a requested product or material substitution, Architect shall undertake such review only as an Additional Service and after obtaining Owner's approval to do so.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observation visits to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final observation visits indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observation visits shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner - see 4.1.2.2.1
§ 4.1.1.2 Multiple preliminary designs	not provided
§ 4.1.1.3 Measured drawings	not provided
§ 4.1.1.4 Existing facilities surveys	not provided
§ 4.1.1.5 Site evaluation and planning	not provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	not provided
§ 4.1.1.8 Civil engineering	Architect - see 4.1.2.1.1
§ 4.1.1.9 Landscape design	Architect - see 4.1.2.1.2
§ 4.1.1.10 Architectural interior design	Architect - see 4.1.2.1.3
§ 4.1.1.11 Value analysis	not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	not provided
§ 4.1.1.13 On-site project representation	not provided - except as noted in 4.2.3
§ 4.1.1.14 Conformed documents for construction	not provided
§ 4.1.1.15 As-designed record drawings	not provided
§ 4.1.1.16 As-constructed record drawings	not provided
§ 4.1.1.17 Post-occupancy evaluation	not provided
§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect - to the extent as noted in 3.1.2
§ 4.1.1.21 Telecommunications/data design	not provided - except as noted in 4.1.2.1.4
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Fast-track design services	not provided
§ 4.1.1.26 Multiple bid packages	not provided
§ 4.1.1.27 Historic preservation	not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	not provided
§ 4.1.1.29 Environmental Graphics Design	Architect - see 4.1.2.1.5
§ 4.1.1.30 Other services provided by specialty Consultants	not provided
§ 4.1.1.31 Other Supplemental Services	not provided

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.1.1 If necessary, Architect shall hire a Civil Engineering Consultant for topographic, site utilities, storm water management, erosion control and general site infrastructure design. Civil Engineering Consultant's fees shall be billed as reimbursable expense in accordance with Article 11.8.

§ 4.1.2.1.2 If necessary, Architect shall hire a Landscape Architect for the purpose of designing finish grades, and location/specification of groundcover, shrubs, trees and other site amenities and materials. Landscape Architect's consulting fees shall be billed as a reimbursable expense in accordance with Article 11.8.

§ 4.1.2.1.3 Basic Services shall include Interior Design limited to the selection of interior finishes and their patterns/colors.

§ 4.1.2.1.4 Telecommunications / Data Design shall be limited to the location of data closets and cable tray and/or conduit runs to junction box locations only.

§ 4.1.2.1.5 Environmental Graphics Design services include identifying areas for artwork, signage and environmental graphics, designing art and/or graphics, procuring cost proposals, and coordinating installation. Environmental Graphics Design services will be billed as an Additional Service in accordance with Article 11.3.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2.1 The Owner shall provide Program information to the Architect, from which the Architect shall create a Program Statement, establishing a listing of required spaces and the conversion to anticipated gross square footage (GSF).

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirteen (13) visits to the site by the Architect during construction. One (1) employee equals one (1) visit and multiple employees equals multiple visits.
- .3 One (1) observation visit for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observation visit for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 Force Majeure: In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, declared National emergency, epidemic or pandemic, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner

regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the

General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the printed documents prepared by the Architect. Accordingly, Owner hereby agrees to indemnify and hold harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance of (or failure to perform) any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by Architect which, over Architect's written objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the reasonable attorneys' fees and costs incurred by the indemnified party in bringing this action.

§ 5.17 The Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all construction signs, building signage showing credits, press releases and other forms of publicity for the project.

§ 5.18 The Owner will require the Contractor and its Subcontractors to purchase insurance to cover claims and other expenses, including costs of defense, asserted against the Owner and the Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additional insured with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 5.19 The Owner agrees to include in all agreements and documentation connected with this project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all of the other parties to the Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and updated Opinions of Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Opinion of Probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing the Opinion of Probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the Opinion of Probable Cost of the

Work to meet the Owner's budget. The Architect's Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed Opinion of Probable Cost of the Work, the Architect shall provide such an Opinion of Probable Cost of the Work, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. The Architect shall not be liable for any Project delays and related costs arising out of the need to modify the Construction Documents.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing

to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1

§ 8.3.1.1

§ 8.3.2

§ 8.3.3

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1

§ 8.3.4.2

§ 8.3.4.3

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner suspends the Project for more than 60 consecutive days for reasons other than the fault of the Architect, and then instructs the Architect to resume services, the Architect shall be reasonably compensated for the necessary review of the Project status, reacquisition of the architectural and/or engineering thought process, resultant scheduling inefficiencies/burdens and the necessary reassignment of personnel, if any. In addition, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or

licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Two times (2x) the Compensation plus Reimbursable Expenses earned prior to the date of Termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the

receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Percentage Basis
(Insert percentage value)

Five and one-half (5.50) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.2 Other
(Describe the method of compensation)

None identified.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

According to the language set forth in Article 4.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly in accordance with the rates set forth in Article 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent (20.00 %)
Design Development Phase	Twenty-Five percent (25.00 %)
Construction Documents Phase	Thirty percent (30.00 %)
Procurement Phase	Three percent (3.00 %)
Construction Phase	Twenty-Two percent (22.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A - Accounting Procedure for Architectural and Engineering Services

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence. Mileage to and from the Owner's Project site shall not be billed;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Extra renderings and presentation materials not included in the scope of work, physical models, mock-ups, and professional photography, requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 The Owner will directly hire any consultants providing professional services that may charge tax. If Owner agrees to have the Architect hire consultants that charge tax, the Owner agrees to pay all taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures not included in the current scope of work;
- .13 Civil Engineering Consultant, or other special consultants as required by the Project;
- .14 Costs associated with the procurement of Geotechnical investigation, Surveying or other services on behalf of the Owner identified in Article 5.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement

and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.3 In accordance with Wisconsin Statutes Chapter 779 – Lien Law, the Architect hereby notifies the Owner of its Lien rights as follows: "As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid".

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Neither the Architect, the Architect's Consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the proceeds available from the professional liability insurance required by this Agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

§ 12.2 Where the Project incorporates new or innovative products or processes, Owner acknowledges and accepts that such products lack a proven history of installation or performance and may not ultimately perform as intended. Architect may rely on instructions, directions, or information from the manufacturer or supplier and shall have no duty for further investigation or the ultimate performance of the product or process to the extent it does not meet the manufacturer's or supplier's representations.

§ 12.3 Owner acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such a hidden condition requires a change in the design or construction work, the costs of such a change are solely the Owner's, and Architect shall have no responsibility for any resulting costs or damages. If Architect's services include the design of repairs based on a review of existing conditions of the building, Owner acknowledges that Architect is working from imperfect information, and Architect does not warrant that it will have seen and designed alterations, remedies or existing condition repairs for every defective condition.

§ 12.4 The Owner shall ensure that the construction is performed by a general contractor or construction manager who shall have overall responsibility for the construction of the entire Project and who shall warrant the quality of the

construction to the Owner and Architect under terms no less stringent nor of shorter duration than those of section 3.5.1 of American Institute of Architects Document A201 General Conditions of the Contract for Construction 2017 edition.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

None identified.

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Accounting Procedure for Architectural and Engineering Services, one (1) page total

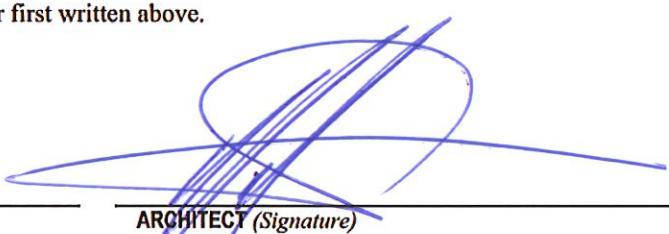
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

None identified

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)


ARCHITECT (Signature)

BY: Matthew J. Schachtner, NCARB, AIA, President

(Printed name, title, and license number if required)

accounting procedure for architectural and engineering services

Architectural and Engineering compensation is based on time required for professional services and the reimbursement of expenses necessarily incurred in the performance of that service.

2025 HOURLY RATES

Actual billings are based on the rates established below and are annually adjusted on the first of January.

Senior Project Architect - Level III.....	\$177	Senior Project Engineer - Level III.....	\$185
Senior Project Architect - Level II.....	\$172	Senior Project Engineer - Level II.....	\$177
Senior Project Architect - Level I.....	\$167	Senior Project Engineer - Level I.....	\$169
Project Architect - Level III.....	\$162	Project Engineer - Level III.....	\$164
Project Architect - Level II.....	\$157	Project Engineer - Level II.....	\$159
Project Architect - Level I.....	\$152	Project Engineer - Level I.....	\$154
Architect - Level III.....	\$147	Engineer - Level III.....	\$149
Architect - Level II.....	\$142	Engineer - Level II.....	\$144
Architect - Level I.....	\$137	Engineer - Level I.....	\$139
Senior Designer - Level III.....	\$115	Senior Designer of Engineering Systems - Level III.....	\$145
Senior Designer - Level II.....	\$112	Senior Designer of Engineering Systems - Level II.....	\$141
Senior Designer - Level I.....	\$109	Senior Designer of Engineering Systems - Level I.....	\$137
Designer - Level III.....	\$106	Designer of Engineering Systems - Level III.....	\$133
Designer - Level II.....	\$103	Designer of Engineering Systems - Level II.....	\$129
Designer - Level I.....	\$100	Designer of Engineering Systems - Level I.....	\$125
Senior Drafter - Level III.....	\$97	Senior Designer - Level III.....	\$123
Senior Drafter - Level II.....	\$94	Senior Designer - Level II.....	\$120
Senior Drafter - Level I.....	\$91	Senior Designer - Level I.....	\$117
Drafter - Level III.....	\$88	Designer - Level III.....	\$114
Drafter - Level II.....	\$85	Designer - Level II.....	\$111
Drafter - Level I.....	\$82	Designer - Level I.....	\$108
Senior Project Manager - Level III.....	\$162	Senior Drafter - Level III.....	\$105
Senior Project Manager - Level II.....	\$156	Senior Drafter - Level II.....	\$102
Senior Project Manager - Level I.....	\$150	Senior Drafter - Level I.....	\$99
Project Manager - Level III.....	\$144	Drafter - Level III.....	\$96
Project Manager - Level II.....	\$138	Drafter - Level II.....	\$93
Project Manager - Level I.....	\$132	Drafter - Level I.....	\$90
Senior Interior Designer - Level III.....	\$123	Principal.....	\$245
Senior Interior Designer - Level II.....	\$115	Vice President - Engineering.....	\$208
Senior Interior Designer - Level I.....	\$107	Vice President - Operations.....	\$187
Interior Designer - Level III.....	\$99		
Interior Designer - Level II.....	\$91		
Interior Designer - Level I.....	\$83		
Environmental Graphics / Graphic Design	\$106		

ENGINEERING

REIMBURSABLE EXPENSES

Expenses which may be incurred in addition to the hourly fees are outlined below. Reimbursable expenses are invoiced at their direct cost plus a 10% charge for coordination, management and invoicing.

TRAVEL:

Travel, mileage and living expenses while away from the firm's office in conjunction with the work. Time spent during travel is charged to the project at the normal hourly rate.

REPRODUCTIONS:

Prints, maps, photocopies, specifications and other reproductions, made for office or field use, and the cost of the distribution of such items.

APPROVALS:

Plan review fees, inspection fees, and preparation of applications for securing approval of authorities having jurisdiction over the project.

CONSULTING SERVICES:

Work requiring outside consulting services such as site / civil engineering, surveying, soil testing, specialized design consultation, etc.

MISCELLANEOUS:

The cost of delivery and other expenses in conjunction with the work. Sales, use or gross receipt taxes paid by the Architect for purchases or rentals in conjunction with the work.

INVOICES

Billing will generally be on a monthly basis. Payment for professional services is due and payable upon receipt. Interest charges for overdue accounts beyond 30 days of billing date are charged at one percent (1%) per month of the amount due.

