

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**

**November 17, 2025
7:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 862 0558 4437 | Passcode: 322590

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.
5. Presentation to the Mayor and Council: Justin Marquis, Project Architect- Somerville: Update on new City Hall.

Consideration and Possible Action on the Following:

6. Consent Agenda:
 - a. Minutes of the Common Council Meeting of October 20, 2025 and Special Common Council Meeting of October 27, 2025.
 - b. Actions of the Police and Fire Commission special meeting of October 14, 2025:
 2. Discussion, with possible action, on moving forward with the hiring of the new Assistant Chief of EMS Position within the Stevens Point Fire Department.
 3. Discussion, with possible action, on moving forward with the hiring of the new Division Chief of the Bureau within the Stevens Point Fire Department.
 4. Discussion, with possible action, relating to Section 3.01 (Original Appointment — Police and Fire Chiefs) of the Stevens Point Police and Fire Commission Administrative Rules and Procedures.

Actions of the Police and Fire Commission meeting of November 6, 2025:

4. Confirmation of Bills.
6. Discussion, with possible action, to approve the promotion of Lieutenant Jeremy

- Mueller to Assistant Police Chief of Administration, effective December 1, 2025.
7. Discussion, with possible action, to approve Sergeant Alex Beach from probation status to permanent status with completion of the 12-month probationary period, effective November 6, 2025.
 8. Discussion, with possible action, to approve Officer Garrik Kjentvet from probation status to permanent status with completion of the 18-month probationary period, effective November 28, 2025.
 10. Discussion, with possible action, on moving forward with the employment of new Probationary Firefighter/Paramedic candidates Kosobucki, Nielsen, Vlach, and Zvara.
- c. Minutes and Actions of the Plan Commission meeting of November 3, 2025:
 2. Report of the October 6, October 8, & October 21, 2025 meetings of the City Plan Commission.
 6. A request from Jim Lundberg, representing Point Crossing LLC, for a site plan review to construct multiple multi-family residential buildings on an unaddressed parcel bounded by Songbird Lane (Parcel ID 281240836220063), consistent with Ch. 23.02(2)(e)(5).
 8. A request from Wisconsin Public Service for a Utility Easement along Water Street.
 10. Director's Report.
 - d. Actions of the Board of Water and Sewerage Commissioners meeting of November 10, 2025:
 2. Approval of minutes.
 3. Approval of department claims.
 8. Approval of pump repair costs due to pump failure.
 9. Approval of professional services to create a water supply service area plan to meet the needs of NR854.
 - e. Actions of the Airport Commission meeting of November 10, 2025:
 2. Approval of minutes.
 3. Approval of department claims.
 4. Land sale.
 5. Land lease and solar easement.
 - f. Actions of the Transportation Commission of November 10, 2025:
 2. Approval of the September 8, 2025 Minutes.
 3. Approval of the September and October 2025 Financial/Claims Reports.
 4. Approval to Add Friday, November 21, 2025 as an Additional Free Ride Friday.
 5. Approval of 2026 Fare Structure for Central Transportation.
 - g. Minutes and Actions of the Personnel Committee meeting of November 10, 2025:
 2. Request to Transition Electrical Inspector Position from 32 hours to 40 hours.
 - h. Minutes and Actions of the Public Policy and General Government meeting of November 10, 2025:
 2. License List.
 3. Request to Hold Event/Street closing.
 - i. Minutes and Actions of the Special Finance Committee meeting of October 27, 2025 and the Regular Finance Committee meeting of November 10, 2025:
 6. Approval of Claims Paid.

- j. Statutory Monthly Financial Report by Comptroller/Treasurer.
- k. Mayoral Appointments:
 - Housing Authority - Reappoint George Doxtator for a 5-year term expiring December 31, 2030.
 - Business Park Business Improvement District Board – Erik Carlson for a 3-year term beginning January 1, 2026, expiring December 31, 2028.
 - Business Park Business Improvement District Board – Heidi Charlesworth for a 3-year term beginning January 1, 2026, expiring December 31, 2028.
- 7. Resolution - A request from Dustin Haugen for a conditional use permit to construct an accessory structure on the property located at 1208 Wisconsin Street (Parcel ID 281240832400814) utilizing “R-TND” Traditional Neighborhood Overlay District setback requirements, consistent with Ch. 23.02(1)(h)(3).
- 8. Resolution - A request from Thomas Bushman for a conditional use permit to operate a single-family residence on the property located at 2877 Church Street (Parcel ID 281230805101713), consistent with Ch. 23.02(2)(a)(3)(d).
- 9. Resolution - A request from Jim Lundberg, representing Point Crossing LLC, for a conditional use permit to construct multiple multi-family residential buildings on an unaddressed parcel bounded by Songbird Lane (Parcel ID 281240836220063), consistent with Ch. 23.01(14)(f) & Ch. 23.02(1)(f)(3)(b).
- 10. Award of project 25-202 to Advance Construction, Inc. of Green Bay, Wisconsin in the amount of \$2,291,803.95.
- 11. Pre-Disaster Flood Resilience (PDFR) grant authorization and match commitment letter.
- 12. Pre-Disaster Flood Resilience (PDFR) resolution.
- 13. Ordinance Amendment - Chapter 13 ordinance amendment creating a program document for the lateral line replacement fund program and cleaning up previous language.
- 14. Ordinance Amendment - Chapter 13 ordinance amendment requiring the use of storm laterals.
- 15. Approval of Geotechnical Services Contract for Door 2 Dreams and Surrounding Development Area - ECS Midwest LLC.
- 16. A request from Green Tree Companies to purchase lots 29 and 30 in the Forest Creek Subdivision and combine them for the purpose of constructing a single-family home.
- 17. Disallowance of Claim-Douglas Lawrence: Bicyclist struck city vehicle.
- 18. Public Hearing on the City Budget for 2026.
- 19. Resolution Adopting the Budget for the City of Stevens Point for the Year 2026.
- 20. Resolution Appropriating Necessary Funds for the City of Stevens Point for 2026 and Levying the Tax Rate for the Year 2025.
- 21. Resolution Providing for Writing Special Assessments and Special Charges into the Tax Roll for 2025.

22. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$18,945,000 General Obligation Promissory Notes, Series 2025A, and Certain Related Details.
23. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,590,000 Sewerage System Revenue Bonds, Series 2025, and Certain Related Details.
24. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$5,215,000 Water System Revenue Bonds, Series 2025, and Certain Related Details.
25. A Resolution approving the Portage County Business Park Business Improvement District 2026 Operating Plan, Budget and 2025 BID Assessment Rate.
26. A Resolution Approving the Downtown Business Improvement District 2026 Operating Plan, Budget, and BID Assessment Rate for the 2025 Tax Bills.
27. Resolution Authorizing an Application for the Wisconsin Economic Development Corporation's FY26 Site Assessment Grant.
28. Discussion and Possible Action on a Development Agreement between the City of Stevens Point, the Redevelopment Authority of the City of Stevens Point, and Commonwealth Development Corporation for the redevelopment of a portion of 0 Main Street (former Shopko site, PIDs 281240832202950, 281240832202969, 281240832202804, 281240832202814).
29. 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 the sale of property in Tax Incremental Financing (TIF) District 14.
30. Reconvene for Possible Action on the above-referenced closed session items.
31. 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

October 20, 2025
7:00 PM

OR

Zoom Teleconferencing

1. Roll Call.

Present:

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

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 social media use and accessibility to Department Heads.

Keith Kedrowski, 1536 Water Street Apartment D, spoke about the potential for a neighborhood watch within Seramur Park as well as city debt.

Brandi Makuski, 1605 River View Avenue, spoke about media relations.

Sheena Williams, 8089 County Road JJ, spoke about social media use and administrative policy.

5. Presentation to the Mayor and Council: Angel Laidlaw President of Centergy: Central Wisconsin Industry Study.

Angel Laidlaw, President of Centergy, gave a presentation on the Central Wisconsin Industry Study and what the study would provide.

Consideration and Possible Action on the Following:

6. Consent Agenda:

a. Minutes of the Common Council Meeting of September 15, 2025 and Special Common Council Meeting of October 15, 2025.

b. Actions of the Police and Fire Commission meeting of October 2, 2025:

3. Approval of Minutes.

4. Confirmation of Bills.

6. Discussion, with possible action, to approve the 2026 Stevens Point Police Department Capital Budget.
 7. Discussion, with possible action, to approve the 2026 Stevens Point Police Department Operational Budget.
 9. Discussion, with possible action, to approve the 2026 Stevens Point Fire Department Capital Budget.
 10. Discussion, with possible action, to approve the 2026 Stevens Point Fire Department Operational Budget.
- c. **Actions of the Park Commission meeting of October 1, 2025:**
 2. Approval of August 6, 2025 meeting minutes.
 3. Approval of Goerke Park master plan concept.
 - d. **Minutes and Actions of the Plan Commission meeting of October 6, 2025:**
 2. Report of the September 2, 2025 meeting of the City Plan Commission.
 6. Director's Report.
 - e. **Actions of the Board of Water and Sewerage Commissioners meeting of October 14, 2025:**
 2. Approval of minutes.
 3. Approval of department claims.
 4. 1909 Cypress-potential to rent property and distribution of expenses.
 6. Wellhead protection ordinance proposed updates.
 8. Approval for emergency repair of aeration basin compressor.
 - f. **Actions of the Airport Commission meeting of October 14, 2025:**
 2. Approval of minutes.
 3. Approval of department claims.
 - g. **Minutes and Actions of the Personnel Committee meeting of October 15, 2025:**
 2. Request to approve the proposal with Colonial Life.
 3. Director Kivela request certification pay for the Building Inspector position.
 4. Director Beduhn request to reclassify the Department of Public Works (DPW) position of GIS / Engineering Technician to GIS Analyst.
 5. Director Lemke request to reclassify a GIS / Inspection Technician position to GIS System Administrator.
 - h. **Minutes and Actions of the Board of Public Works meeting of October 15, 2025:**
 4. To approve applying for STP-Urban funding for the Business 51 Project.
 - i. **Minutes and Actions of the Public Policy and General Government meeting of October 15, 2025:**
 2. License List.
 3. Request to Hold Event/Street closing.
 - j. **Minutes and Actions of the Finance Committee meeting of October 15, 2025:**
 7. Consideration of the Budget Amount for Common Council Miscellaneous Expenses.
 8. Approval of Scope of Services with AECOM to Update the Clark/Main Traffic Study.
 9. Approval of Claims Paid.
 - k. **Statutory Monthly Financial Report by Comptroller/Treasurer.**

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

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

Nays: None. Motion carried.

7. Ordinance Amendment - A request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code of the City of Stevens Point. Said request amends Section 23.02(4)(e) establishing groundwater protection zones for municipal well #12.

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

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

Nays: None. Motion carried.

8. A request from Tyler Ignatowski, representing Little Captain LLC, to annex an unaddressed parcel bounded by Stanley Street (Parcel ID 020240828-14.18) from the Town of Hull to the City of Stevens Point.

Ald. Morrow moved, Ald. Keymer seconded, to approve the request.

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

Nays: None. Motion carried.

9. Public Hearing - 2024 Northside Street Improvement Project #24-01 - Special Assessments for the installation of storm sewer laterals.

Director Lemke gave a brief overview of the project and the assessment of the needs.

Mayor Wiza declared the public hearing open.

As no one else wished to speak, Mayor Wiza declared the public hearing closed.

10. Final Resolution - 2024 Northside Street Improvement Project #24-01 - Special Assessments for the installation of storm sewer laterals.

Ald. Keymer questioned about the payment timeline for citizens.

C/T Ladick spoke about the timeline starting from 30 days from which the bill is sent out with the additional option to finance it over five years.

Nathan Sandwick, 633 Portage Street, asked for clarification on the location of the project.

Director Lemke spoke about the locations.

Chelsea Martin, 1017 Maria Drive, questioned how storm sewer laterals are determined to be needed or replaced.

Director Lemke spoke about what a lateral is and the benefits.

Ald. Christianson moved, Ald. Broderick seconded, to approve the resolution.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Broderick, Birr, Steinmetz, Kneebone, Shuda
Lang, Buse, Morrow.
Nays: None. Motion carried.

11. Ordinance Amendment - To create traffic-controlled intersections at Hoover Road and Industrial Park Road and Hoover Road and Coye Drive.

Ald. Steinmentz spoke about the need for the lights and thanked staff's efforts.

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

Call for the vote: Ayes: Morrow, Buse, Lang, Shuda, Kneebone, Steinmetz, Birr, Broderick, Keymer,
Guthrie, Christianson.
Nays: None. Motion carried.

12. Resolution - To file a petition with the Office of the Commissioner of Railroads for the 2007 Patch Street Trail Project alterations.

Ald. Kneebone moved, Ald. Buse seconded, to approve the resolution.

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Broderick, Birr, Steinmetz, Kneebone, Shuda
Lang, Buse, Morrow.
Nays: None. Motion carried.

13. Disallowance of Claim-Danielle Morey-Vehicle Struck by Ball.

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

Call for the vote: Ayes: Morrow, Buse, Lang, Shuda, Kneebone, Steinmetz, Birr, Broderick, Keymer,
Guthrie, Christianson.
Nays: None. Motion carried.

14. Approval of 2026 Capital Budget.

Andrea Olson, 410 Franklin Street, spoke against the need to include nine million for the new City Hall.

Mayor Wiza gave a brief overview of the timeline and steps taken to get to this point to approve the budget for the new City Hall. Mayor Wiza also clarified that the bid will be completed in January.

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

Call for the vote: Ayes: Christianson, Guthrie, Keymer, Broderick, Birr, Steinmetz, Kneebone, Shuda
Lang, Buse, Morrow.
Nays: None. Motion carried.

15. Adjournment.

Meeting adjourned at 7:53 p.m.

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

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

**October 27, 2025
6:00 PM**

OR

Zoom Teleconferencing

1. Roll Call.

Present:

Ald. Christianson, Guthrie, Keymer, Broderick, Steinmetz, Kneebone, Shuda, Lang, Buse, Morrow,
Birr arrival at 6:01.

Consideration and Possible Action on the Following:

2. Approval of an access agreement with Wisconsin Public Service Corporation to allow ongoing monitoring and supplemental site investigation of the southern portion of Pfiffner Pioneer Park.

Director Kremer gave a brief overview of the access agreement and the requirement by the Environmental Protection Agency to do site investigations of the southern portion of Pfiffner Pioneer Park.

Representative of Wisconsin Public Service Corporation, Scott Sheppard, spoke about the agreement that was in place as well as the timeline for sharing data.

Ald. Kneebone questioned how long the monitoring would be in place.

Director Kremer spoke about sampling taking place in November, data availability near the end of the year, and monitoring the wells in perpetuity.

Ald. Christianson moved, Ald. Morrow seconded, to approve the agreement.

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

Nays: None. Motion carried.

3. Adjournment.

Adjourned at 6:04 p.m.

These Minutes are unofficial and subject to modification upon review by the Commission at their next meeting.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
SPECIAL MEETING OF OCTOBER 14, 2025, at 1:00 PM**

- 1. Roll Call:** Commissioners Kirschling, Mrozek, Pingel, Zenner, Behrendt (arrived after closed session started)

Also Present: Police Chief Kussow, Fire Chief Moody, Alderperson Kneebone, Records Bureau Supervisor Tork

- 2. Discussion, with possible action, on moving forward with the hiring of the new Assistant Chief of EMS Position within the Stevens Point Fire Department.**

Commissioner Kirschling moved, seconded by Commissioner Zenner.

Ayes, all; nays, none. Motion carried.

- 3. Discussion, with possible action, on moving forward with the hiring of the new Division Chief of the Bureau within the Stevens Point Fire Department.**

Commissioner Mrozek moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.

- 4. Discussion, with possible action, relating to Section 3.01 (Original Appointment — Police and Fire Chiefs) of the Stevens Point Police and Fire Commission Administrative Rules and Procedures.**

Commissioner Kirschling moved, seconded by Commissioner Zenner, to change Section 3.01 from *“Interview panels may include local officials and community members, however all interview panels shall be proctored by at least one commissioner,”* to *“Interview panels may include local officials and community members, and shall include a proctor, at the Commission’s discretion.”*

Ayes, all; nays, none. Motion carried.

- 5. Consideration of motion to adjourn into closed session pursuant to Section 19.85 (1) (c) and (e), Wis. Stats., for the purpose of considering employment of any public employee over which the Commission has jurisdiction or exercises responsibility and conducting specified business, whenever competitive reasons require a closed session:**

- *Interview candidates for the position of Police Chief and proceed to the next step of the hiring process.*

Roll Call into closed session: Commissioners Kirschling, Mrozek, Pingel, Zenner

Ayes, all; nays, none. Motion carried.

Chapter IV – Open Meetings and Public Records from the Handbook for Wisconsin Police and Fire Commissioners (League of Wisconsin Municipalities):

Commission meeting minutes need not recount what was discussed in a closed session, but any formal action taken by the commission while in closed session, including each motion made, the identity of members offering or seconding a motion, and how each member present voted on the motion, must be recorded in the minutes and may be subject to disclosure under the public records law. (Wisconsin Statutes § 19.88(3))

The Commission will not reconvene into open session after the closed session portion of the meeting.

These Minutes are unofficial and subject to modification upon review by the Commission at their next meeting.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF NOVEMBER 6, 2025, at 1:00 PM**

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

Excused: Commissioner Zenner

Also Present: Police Chief Kussow, Fire Chief Moody, Ast. Chief Gemza, Ast. Chief Zvara, Ast. Chief Luchini, Ast. Chief Rottier, Ast. Chief Williams, Lieutenant Mueller, Officer Radsek, Alderperson Kneebone, RB Supervisor Tork, Brandi Makuski – Point/Plover Metro Wire

- 2. President's Report**

- 3. Approval of Minutes (October 2nd meeting and October 14th meeting)**

Commissioner Mrozek moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.

- 4. Confirmation of Bills**

Commissioner Mrozek moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 5. Recognition of Fire Chief Jb Moody receiving Chief Fire Officer (CFO) designation from The Commission on Professional Credentialing on October 3rd, 2025 (see attached article).**

- 6. Discussion, with possible action, to approve the promotion of Lieutenant Jeremy Mueller to Assistant Police Chief of Administration, effective December 1, 2025.**

Commissioner Kirschling moved, seconded by Commissioner Mrozek.

Ayes, all; nays, none. Motion carried.

- 7. Discussion, with possible action, to approve Sergeant Alex Beach from probation status to permanent status with completion of the 12-month probationary period, effective November 6, 2025.**

Commissioner Kirschling moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.

- 8. Discussion, with possible action, to approve Officer Garrik Kjentvet from probation status to permanent status with completion of the 18-month probationary period, effective November 28, 2025.**

Commissioner Mrozek moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 9. Police Chief Report**

Commissioner Kirschling moved, seconded by Commissioner Mrozek.

Ayes, all; nays, none. Motion carried.

- 10. Discussion, with possible action, on moving forward with the employment of new Probationary Firefighter/Paramedic candidates Kosobucki, Nielsen, Vlach, and Zvara.**

Commissioner Kirschling moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.

- 11. Fire Chief Report/EMS Report/EM Report**

Commissioner Kirschling moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 12. Consideration of motion to adjourn into closed session pursuant to Section 19.85 (1) (c) and (e), Wis. Stats., for the purpose of considering employment of any public employee over which the Commission has jurisdiction or exercises responsibility and conducting specified business, whenever competitive reasons require a closed session:**

- Discuss Law Enforcement panel results and Community Stakeholder panel results involving Police Chief candidates and proceed to the next step of the hiring process.

Roll Call into closed session: Commissioners Behrendt, Kirschling, Mrozek, Pingel
Ayes, all; nays, none. Motion carried.

Chapter IV – Open Meetings and Public Records from the Handbook for Wisconsin Police and Fire Commissioners (League of Wisconsin Municipalities):

Commission meeting minutes need not recount what was discussed in a closed session, but any formal action taken by the commission while in closed session, including each motion made, the identity of members offering or seconding a motion, and how each member present voted on the motion, must be recorded in the minutes and may be subject to disclosure under the public records law. (Wisconsin Statutes § 19.88(3))

The Commission will not reconvene into open session after the closed session portion of the meeting.



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 Rice
- Commissioner Schuler

MINUTES

CITY PLAN COMMISSION

Date and Time:	November 3, 2025 6:00 PM	Location:	Community Room 933 Michigan Avenue, Stevens Point, WI
			<u>OR</u>
			<u>Zoom Teleconferencing</u>
			Meeting ID: 863 9687 4563
			Passcode: 225205
			<u>By Computer:</u>
			https://us02web.zoom.us/j/86396874563?pwd=QcNYTakzK6PLkbl74b
			<u>By Phone:</u> +1-312-626-6799 (US Chicago)

Opening Section:

1. Roll Call
 - Meeting called to order at 6:00PM
 - Members Present: Alder Kneebone, Commissioners Arntsen, Beacom, Rice, Schuler
 - Members Excused: Mayor Wiza

Discussion and Possible Action on:

2. Report of the October 6, October 8, & October 21, 2025 meetings of the City Plan Commission.
 - Background: All reports are included in the agenda packet.
 - Discussion: No discussion.
 - Motion: Arntsen moves to approve
 - Second: Schuler seconds.
 - Vote: Unanimous approval.
3. Public Hearing and action on a request from Dustin Haugen for a conditional use permit to construct an accessory structure on the property located at 1208 Wisconsin Street (Parcel ID 281240832400814) utilizing "R-TND" Traditional Neighborhood Overlay District setback requirements, consistent with Ch. 23.02(1)(h)(3).

- Background: Associate Planner / Zoning Administrator Kuhn provides background of the request. Staff recommends approval of the request.
 - Public Hearing: No public comments received.
 - Discussion: None.
 - Motion: Arntsen moves to approve the request as presented.
 - Second: Rice seconds.
 - Vote: Unanimous approval.
4. Public Hearing and action on a request from Thomas Bushman for a conditional use permit to operate a single-family residence on the property located at 2877 Church Street (Parcel ID 281230805101713), consistent with Ch. 23.02(2)(a)(3)(d).
- Background: Kuhn provides background information regarding the request. Staff recommends approval of the request.
 - Discussion:
 - Rice inquires if the tenant of the office and residence would be required to be the same person. Kuhn answers no.
 - Public Hearing: No public comments received.
 - Discussion:
 - Schuler asks how many housing units could be feasible in the property.
 - Motion: Schuler moves approval of the request subject to staff conditions listed in the report.
 - Second: Arntsen seconds.
 - Vote: Unanimous approval.
5. Public Hearing and action on a request from Jim Lundberg, representing Point Crossing LLC, for a conditional use permit to construct multiple multi-family residential buildings on an unaddressed parcel bounded by Songbird Lane (Parcel ID 281240836220063), consistent with Ch. 23.01(14)(f) & Ch. 23.02(1)(f)(3)(b).
- Background: Kuhn provides background information regarding the property and the request. Staff recommends approval subject to staff conditions.
 - Public Hearing:
 - No public comments received.
 - Motion: Beacom moves approval of the request subject to staff recommendations.
 - Second: Schuler seconds.
 - Discussion:
 - Alder Kneebone inquires about the site design, landscaping requirements, and potential wetland impacts. Kuhn refers to the landscaping plan provided in the packet.
 - Schuler asks about the density requirements of the parcel. Kuhn provides an answer, citing the zoning code requirements. Schuler further asks about minimum open space requirements, site conditions, the integration of the pond, and the site plan.
 - Vote: Unanimous approval.
6. A request from Jim Lundberg, representing Point Crossing LLC, for a site plan review to construct multiple multi-family residential buildings on an unaddressed parcel bounded by Songbird Lane (Parcel ID 281240836220063), consistent with Ch. 23.02(2)(e)(5).
- Background: Background information for the request is included in the agenda packet.

- Discussion:
 - Arntsen asks about the accessory structures included in the site plan.
 - Seth Hornung, 152179 Greenview Drive, Mosinee WI, answers that additional parking would be built for the tenants.
 - Schuler asks for clarification on the staff recommendation since the conditions were included in the conditional use permit.
 - Motion: Schuler moves to approve the site plan review subject to conditions included in the staff report.
 - Second: Beacom seconds.
 - Vote: Unanimous approval.
7. Zoning Code Rewrite - First Review of Draft General Provisions.
- Background: Kuhn provides background of the draft general provisions of the zoning code rewrite project.
 - Discussion:
 - Comments are heard from Commissioners Beacom and Schuler.
8. A request from Wisconsin Public Service for a Utility Easement along Water Street.
- Background: Neighborhood Planner / Economic Development Specialist Klesmith provides background information on the easement request. Staff recommends approval of the request as presented.
 - Discussion:
 - Schuler asks if the easement will impact the Green Circle Trail. Klesmith answers that it will not.
 - Motion: Arntsen moves approval of the easement request.
 - Second: Schuler seconds.
 - Vote: Unanimous approval.
9. A request from Green Tree Companies to purchase lots 29 and 30 in the Forest Creek Subdivision and combine them for the purpose of constructing a single-family home.
- Background: Director Kivela provides background information regarding the request.
 - Motion: Schuler moves to approve the request.
 - Second: Beacom seconds.
 - Discussion:
 - Alder Christianson, District 1, asks about the legal precedent the decision will make. Kivela answers.
 - Vote: Unanimous approval.
10. Director's Report.
- Background: Director Kivela's report included in the agenda packet.

Closing Section:

11. Adjourn
- Meeting adjourned at 6:43PM.

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.

**City of Stevens Point
Board of Water and Sewerage Commissioners
November 10, 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, Mae Nachman, Anna Haines and Ray Schmidt

ALSO PRESENT: Joel Lemke, Jennifer Schmeiser, Eric Southworth, Chris Lefebvre, Shane Kohlen and Jaime Zdroik

EXCUSED ABSENCE: Carl Rasmussen

2. Approval of Minutes

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

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Anna Haines, seconded by Mae Nachman to approve the department's claims for the month of October 2025 as audited and read.

Ayes all. Nays none. Motion carried.

4. Award of project 25-202 to Advance Construction, Inc. of Green Bay, Wisconsin in the amount of \$2,291,803.95 - Joel Lemke

Joel explained this would be for the reconstruction of two lift stations. The base bid for the project was \$1,992,873.00 but with the 15% contingency, it brings it to \$2,291,803.95. Joel stated we rarely go over 3 to 5% with needed change orders.

Staff recommends approval as presented.

Motion made by Mae Nachman, seconded by Anna Haines to approve awarding project 25-202 to Advance Construction, Inc. of Green Bay, Wisconsin in the amount of \$2,291,803.95 which includes the 15% contingency.

Ayes all. Nays none. Motion carried.

5. Pre-Disaster Flood Resilience (PDFR) grant authorization and match commitment letter - Joel Lemke

Our Capital Operations & Maintenance had an approved item for \$64,000 for the local share needed for a flooding study that was initially approved through the federal BRIC grant program. The BRIC grant money was cancelled. So we are trying to accomplish this with a different program, the PDFR. If they use the whole grant, which is \$300,000, then the local share would be \$75,000.

Motion made by Anna Haines, seconded by Mae Nachman to approve applying for the Pre-disaster Flood Resilience (PDFR) Grant, changing the approved dollar amount to \$75,000.00 and the resolution.

Ayes all. Nays none. Motion carried.

6. Pre-Disaster Flood Resilience (PDFR) resolution - Joel Lemke

See Item 5.

7. Water Supply and Distribution Reports - Eric Southworth

Eric stated pumpage is similar to last year. We are interviewing for a GIS position that has been vacant for a year and half. The Well 12 & Well 4 Project will be at 90% plan review.

Joel explained why last month's KW's per gallon pumped numbers were off. That was not a billing error, it was a fuel cost adjustment by WPS.

8. Approval of pump repair costs due to pump failure - Chris Lefebvre

Joel stated we are getting retroactive approval for the non-potable water pump because it is a critical part of the operation and needed to be repaired. The cost for parts and labor totaled \$18,337.38.

Motion made by Mae Nachman, seconded by Anna Haines to approve pump repair costs due to pump failure in the amount of \$18,337.38.

Ayes all. Nays none. Motion carried.

9. Approval for professional services to create a water supply service area plan to meet the needs of NR854 - Joel Lemke

The DNR is requiring the creation of a Water Supply Service Area Plan that complies with recently adopted language in the State Statutes NR 854. The deadline for this is 12/31/2025.

Several consulting engineers stated this could be done for \$10,000 or less in the timeframe needed.

Staff requests permission for the creation of a Water Supply Service Area Plan for an amount not to exceed \$10,000.00.

Motion made by Mae Nachman, seconded by Anna Haines to approve contracting out the creation of a Water Supply Service Area Plan for an amount not to exceed \$10,000.00.

Ayes all. Nays none. Motion carried.

10. Sewage Treatment Operations Report - Chris Lefebvre

Chris stated all permit requirements were met for October. Chris explained that due to the fluctuation in numbers for ammonia, they had to switch back to how they were treating it. So now we are removing phosphorus and some ammonia will be removed in that process. If we do determine that we need to start removing ammonia to meet our permit limits, we might have to look into some sort of upgrade in order to do it. He doesn't see that happening in the near future.

11. Chapter 13 ordinance amendment creating a program document for the lateral line replacement fund program and cleaning up previous language - Joel Lemke

Joel stated that back in November of last year, we began collecting a fee from all residential customers to cover the costs of lateral line replacement in the public right of way.

After discussion, rather than having to modify the ordinance all the time, we are going to have a program document. So, if we have any changes that need to be made in the future, we can change the document and bring it to the Commission for approval and that will be the guiding document as referred to in the ordinance.

We are also amending the ordinance to add rates for the lateral line replacement fund.

Motion made by Anna Haines, seconded by Mae Nachman to approve the Chapter 13 ordinance amendment, the adoption of the program document and to add rates which were previously approved but missed in the ordinance adoption.

Ayes all. Nays none. Motion carried.

12. Construction and Maintenance Report - Shane Kohnen

Shane said he had nothing to add to the report other than asphalt plants will start shutting down soon, so no more opening of roads unless it is an emergency.

13. Ordinance amendment requiring the use of stormwater lateral - Joel Lemke

Joel explained that we have been installing stormwater laterals to properties that didn't have them. A lot of properties discharge stormwater from their basements by way of sump pumps and foundation drains, etc. Our current ordinances allow for several citations before they need to discharge stormwater to storm laterals when present. The ordinance amendment is really to make it clear that if there is water being discharged from a person's property and there is a storm sewer lateral present, you have to connect to it.

Motion made by Mae Nachman, seconded by Anna Haines the Chapter 13 ordinance amendment requiring the use of storm laterals.

Ayes all. Nays none. Motion carried.

14. Directors Report - Joel Lemke

Joel had nothing to discuss.

15. Adjournment.

Motion made by Mae Nachman to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:16 P.M.

REPORT TO THE NOVEMBER 10, 2025
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of October 1, 2025
 Bank deposits recorded in October 2025

\$ 2,742,859.52
\$ 1,636,519.78
\$ 4,379,379.30

CHECKS ISSUED OCTOBER 2025:

60559	Mae Nachman	Salary	64.41
60561	Aspirus Medical Group, Inc.	Wellness Program	64.00
60562	City Of Stevens Point	September 2025 Asphalt	8,018.00
60564	Employee Resource Center	Monthly EAP Fees	50.83
60565	Excel Plumbing, Inc.	After hours 2048 Madison cleaned cartridge	110.00
60566	Grainger	Metal bowl	160.34
60568	Martelle Water Treatment	Aquadene chemicals	6,658.41
60569	Public Serv Commission Of Wisconsin	PSC Assessment	5,022.81
60570	Jared Reigel	Jacket-Jared Reigel	137.10
60571	Springbrook Holding Company LLC	Professional Services - Project Management, Civic Pay Transaction Fee	241.00
60573	Tim or Kelly Tielens	Refund Check 038291-000, 3419 Center St.	61.26
60574	U.S. Postal Service	Annual PO Box 243 Rental	382.00
60575	USA Blue Book	Lab supplies	718.27
60576	Vestis	Rug services	46.82
60578	WI Rural Water Assoc	Membership Renewal	650.00
60579	Community Foundation of Central WI	Employee Contribution	10.00
60580	United Way Of Portage County	United Way	65.69
60586	WI State Laboratory of Hygiene	Fluoride testing	31.00
60587	Wimme Sand & Gravel, Inc.	Yard materials	229.32
60588	AnSer	After hours answering service	175.00
60590	City Of Stevens Point	Retirement, insurance, phone & fuel	29,876.28
60591	CORE & MAIN LP	Retrofit kit & shipping	1,377.23
60592	Dakota Supply Group	Sewer pipe fittings	441.14
60593	Fastenal Company	Supplies	42.66
60594	First Supply LLC -Plover	PVC bell end pipe	581.34
60597	INFOSEND INC	Statement & notice printing	3,612.68
60598	Jamar Company	HVAC Maintenance-Garage	965.59
60599	John Fabick Tractor Co	#8 Back hoe service	2,991.94
60601	Mastercard	Office supplies & cleaning supplies	863.35
60602	Rasmussen Plumbing & Heating	441 Washington-replace toilet guts	321.22
60603	Securian Financial	MN Life Insurance Policy #002832L	251.23
60605	AWWA - Annual	Membership renewal	2,523.00
60606	Alex Bula	Jean allowance	144.47
60607	Susan Couch	Refund Check 013888-000, 2141 Texas Ave	19.31
60608	County Materials Corp	Quikrete	51.88
60611	Vestis	Rug service	46.82
60612	Mastercard	New laptop-Shane Kohnen, AWS charge for GIS server, mouse & keyboard, shop supplies	1,036.67
60613	City of Stevens Point	Refund Check 030747-000, Monroe St.-Fire Line	399.97
60614	Community Foundation of Central WI	Employee Contribution	10.00
60615	United Way Of Portage County	United Way	65.69
60621	Hawkins Inc	Chemicals	3,754.77
60622	Heartland Business Systems, LLC	Monthly billing for October	199.56
60625	Northern Lake Services Inc	Drinking water required testing	85.90
60626	Rogan's Shoes	Boot allowance	182.74
60627	Star Business Machines	Quarterly Maintenance	258.31
60629	Strand Associates Inc	Professional Services 9/1-9/30 Well 12 Construction	8,546.07
60630	Teamsters Union Local 662	Union Dues	1,738.00
60631	Brandon Wiza	Jean & jacket allowance	475.03
60633	Mark Korger	Refund Check 042281-000, 2221-2225 Sims Ave.	1.42
60634	Herman Lassa	Refund Check 036326-000, 624 Walker St.	43.41
60635	Spranger Rentals LLC	Refund Check 040073-000, 2416 Fourth Ave.	66.89
60636	Batteries Plus LLC	Batteries	8.95
60637	Capital OneTrade Credit	Shop tools	161.97

60638	Central States H & W Fund	Health Insurance Premiums	30,998.17	
60643	Idexx Distribution, Inc.	Supplies	2,207.83	
60645	John Fabick Tractor Co	Back hoe #8 service	1,981.61	
60648	Petty Cash	Conference expenses/mileage, Office supplies/postage	642.51	
60649	Plaski Disposal	Dumpster services	75.00	
60650	Strand Associates Inc	Professional Services - Michigan Ave Reconstruction 9/1-9/30/25	16,533.34	
60652	City Of Stevens Point	PILOT Payment	870,000.00	
60653	City Of Stevens Point	2019 & 2022 Revenue Bonds	86,240.63	
60654	City Of Stevens Point	Workers Comp Premiums	1,497.88	
60659	Vestis	Rug service	46.82	
60660	Portage Cty Register of Deeds	Recording fee for easement Parce #281-2408-14-3001- 21	30.00	
	Sobczak Property	Purchase of Subczak Property	110,157.95	
	1909 Cypress	Water Bill	14.45	
	Bank Fees	Bank Fees	1,531.66	
	WPS	Utility Charges	12,182.51	
	Payroll	Payroll	38,291.40	
	IRS & DOR PR Tax	Payroll Taxes	44,697.46	
	Verizon Cell & iPad Charges	Phone & iPad Charges	773.12	
	DOR Garnishment	Garnishment	9.66	
	HRA Admin Fees	Admin Fees	30.00	
	TOTAL EXPENSES LISTED		<u>\$ 1,191,825.80</u>	\$ 1,191,825.80
	BALANCE ON HAND OCTOBER 31, 2025			<u>\$ 3,187,553.50</u>
		Balance on Hand		\$ 3,187,553.50
		Plus uncleared checks		\$ 55,797.17
		Less checks previously written clearing this month		<u>\$ (43,882.53)</u>
		Ending Cash Balance matching Bank Statements		\$ 3,199,468.14

REPORT TO THE NOVEMBER 10, 2025
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

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

\$	6,938,451.32
\$	829,503.64
\$	7,767,954.96

CHECKS ISSUED IN OCTOBER 2025:

60560	ANDRITZ Separation Inc.	Wiper, rings, cord packing, supplies	8,789.39
60561	Aspirus Medical Group, Inc.	Wellness Program	64.00
60562	City Of Stevens Point	September 2025 Asphalt	9,694.00
60564	Employee Resource Center	Monthly EAP Fees	26.91
60566	Grainger	Supplies	1,227.53
60567	Hawkins Inc	Chemicals	622.30
60571	Springbrook Holding Company LLC	Professional Services - Project Management	240.00
60572	Staab Construction Corp	UV Replacement-Payment No. 4	1,900.00
60576	Vestis	Rugs & laundry services	219.13
60577	WI Central	Sanitary pipeline rent	300.00
60581	Aquachem of America Inc.	Aquachem	7,590.00
60582	Cooper Oil Company Inc	Fuel	9.17
60583	Dakota Electric Services Inc	Troubleshoot scrubber blower, troubleshoot dryer room fan & motor	7,688.91
60584	Grainger	Seal kit for heating pump in Digester #4	201.33
60586	WI State Laboratory of Hygiene	Lab certification	1,347.00
60587	Wimme Sand & Gravel, Inc.	Yard materials	229.31
60589	Atlas Copco Compressors LLC	Oil filters & repair for blowers	5,637.21
60590	City Of Stevens Point	Retirement, insurance, phone & fuel	14,524.70
60594	First Supply LLC -Plover	Sewer pipe	98.65
60595	Harter's Fox Valley Disposal	Dumpster services	702.63
60596	Hysafe	Fall protection system engineered drawings	9,853.75
60598	Jamar Company	HVAC Maintenance-Garage	965.59
60600	NCL of Wisconsin Inc	Lab supplies	1,154.34
60603	Securian Financial	MN Life Insurance Policy #002832L	70.28
60604	AT&T	Phone charges	44.98
60607	Susan Couch	Refund Check 013888-000, 2141 Texas Ave	29.37
60609	Marathon County Treasurer/Solid Waste	Sludge hauling	9,393.66
60611	Vestis	Rugs & laundry services	219.13
60612	Mastercard	Supplies for tunnel sump pump, office supplies, AWS charge for GIS server, supplies for tunnel sump pump, thermal oil tubing & screens, IT Pipes, new laptop for Shane, conference expense	3,859.23
60616	Brenntag Great Lakes LLC	Ferric Chloride	15,997.30
60617	Cooper Oil Company Inc	Supplies	1,993.08
60618	Donohue & Associates, Inc.	Engineering Services-Lift Station Replacement	14,698.96
60620	Hach Company	Extension cable for pH probe	491.20
60622	Heartland Business Systems, LLC	Monthly billing for October	199.56
60624	Multi Media Channels, LLC	Ad for lift station upgrades	74.16
60628	Stevens Point Public Utilities	Sewer lateral replacement-513 Lindwood Ave	1,829.49
60632	IMC Income Trust	Refund Check 033593-000, 402 Sunrise Ave	76.45
60633	Mark Korger	Refund Check 042281-000, 2221-2225 Sims Ave	2.58
60634	Herman Lassa	Refund Check 036326-000, 624 Walker St.	47.50
60635	Spranger Rentals LLC	Refund Check 040073-000, 2416 Fourth Ave.	85.61
60638	Central States H & W Fund	Health Insurance Premiums	21,143.18
60639	CV Technology	Supplies	12,660.00
60640	Dakota Electric Services Inc	Troubleshoot SCADA	715.00
60641	Hach Company	PH meter parts	134.00
60642	Hawkins Inc	Chemicals	548.80
60644	ITpipes Opco LLC	Web subscription renewal	9,045.00
60646	Multi Media Channels, LLC	Ad for lift station upgrades	58.58
60647	NAPA	Supplies	115.96
60650	Strand Associates Inc	Professional Services - Michigan Ave Reconstruction 8/1 - 8/31/25	4,133.34
60651	USA Blue Book	Ferric pump parts & sampler tubing	947.96
60653	City Of Stevens Point	2019 & 2022 Revenue Bonds	17,462.50
60654	City Of Stevens Point	Workers Comp Premiums	1,017.54
60656	MacQueen Equipment	Parts for Collections truck #30	1,359.34
60657	Ryan Skrzeczkoski	Reimb for bibs	137.14
60658	Total Energy Systems Llc	Repair-Baldor trailer generator	4,000.28

60659	Vestis	Rugs & laundry service	219.13	
60661	Stevens Point Public Utilities	Quarterly Water Charges	817.12	
	Shipping	Shipping Charge	40.00	
	Shared Operating Costs	Shared Operating Costs	431,236.65	
	HRA	HRA Admin Fee	30.00	
	Verizon Charges	Verizon Charges	588.49	
	WPS Utility Charges	Gas & Electric	11,015.39	
	Sewer Payroll	Payroll	64,406.39	
	Payroll Taxes	Payroll Taxes	3,943.53	
	Bank Fees	Bank Fees	1,531.63	
	TOTAL OF EXPENSES LISTED		<u>\$ 709,505.34</u>	\$ 709,505.34
	BALANCE ON HAND OCTOBER 31, 2025			\$ 7,058,449.62
		Balance on Hand		\$ 7,058,449.62
		Plus uncleared checks		\$ 59,178.85
		Less checks previously written clearing this month		\$ (93,606.44)
		Ending Cash Balance matching Bank Statements		<u><u>\$ 7,024,022.03</u></u>

Less Restricted Balance	\$ (5,283,906.82)
	\$ 1,740,115.21

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

** Lateral Replacement fund \$97,753.37

**REPORT TO THE NOVEMBER 10, 2025
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS**

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of October 1, 2025
Bank deposits recorded in October 2025

\$	552,390.52
\$	330,180.11
\$	882,570.63

CHECKS ISSUED OCTOBER 2025:

60561	Aspirus Medical Group, Inc.	Wellness Program	64.00	
60562	City Of Stevens Point	September 2025 Asphalt	3,177.00	
60564	Employee Resource Center	Monthly EAP Fees	11.96	
60571	Springbrook Holding Company LLC	Professional Services - Project Management	240.00	
60585	Shippy Shoe Store Inc	Boot Allowance - Jeff Hoffman	125.00	
60587	Wimme Sand & Gravel, Inc.	Yard materials	229.31	
60590	City Of Stevens Point	Retirement, insurance, phone & fuel	7,240.45	
60598	Jamar Company	HVAC Maintenance-Garage	965.58	
60603	Securian Financial	MN Life Insurance Policy #002832L	45.50	
60608	County Materials Corp	Concrete-Stanley & Clayton	400.00	
60610	McDill Inland Lake District	Reimbursement for water sample	113.00	
60612	Mastercard	AWS charge for GIS server, jobsite materials, new laptop-Shane, meeting supplies for DNR audit, CDL renewal	1,012.72	
60619	Fastenal Company	Supplies	1,093.04	
60622	Heartland Business Systems, LLC	Monthly billing for October	199.56	
60634	Herman Lassa	Refund Check 036326-000, 624 Walker St.	19.84	
60638	Central States H & W Fund	Health Insurance Premiums	11,014.65	
60644	ITpipes Opco LLC	Web subscription renewal	9,045.00	
60648	Petty Cash	10 year anniversary gift - J. Hoffman	20.00	
60650	Strand Associates Inc	Professional Services - Michigan Ave Reconstruction 8/1 - 8/31/25	4,133.32	
60653	City Of Stevens Point	2019 & 2022 Revenue Bonds	69,118.76	
60654	City Of Stevens Point	Workers Comp Premiums	525.95	
60655	Johnson Nursery Inc	Trees	2,603.00	
	Shared Operating Costs	Shared Operating Costs	231,577.12	
	Bank Fees	Bank Fees	1,531.62	
	Verizon	iPad & cell phone charges	579.36	
	Payroll	Payroll	17,808.88	
	IRS	Payroll Taxes	1,756.05	
	WPS	Monthly Utility Charges	18.62	
	TOTAL OF EXPENSES LISTED		\$ 364,669.29	\$ 364,669.29
	BALANCE ON HAND OCTOBER 31, 2025			\$ 517,901.34

	Balance on Hand		\$ 517,901.34
	Plus uncleared checks		\$ 27,840.49
	Less checks previously written clearing this month		\$ (58,773.37)
	Ending Cash Balance matching Bank Statements		\$ 486,968.46

REPORT TO THE NOVEMBER 10, 2025
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of October 1, 2025	\$ 365,582.59
Bank deposits recorded in October 2025	\$ 37,852.38
	\$ 403,434.97

CHECKS ISSUED OCTOBER 2025:

60563	Elexco	Fiber for Portage County Library	11,840.00	
60623	Killoren Communication Inc.	Splicing of fiber	2,930.00	
	Payroll	Oct payroll	129.54	
	TOTAL OF EXPENSES LISTED		\$ 14,899.54	\$ 14,899.54
	BALANCE ON HAND OCTOBER 31, 2025			\$ 388,535.43
		Balance on Hand		\$ 388,535.43
		Plus checks written after the end of this month		\$ -
		Plus uncleared checks		
		Less checks previously written clearing this month		
		Ending Cash Balance matching Bank Statements		\$ 388,535.43

**City of Stevens Point
Airport Commission
November 10, 2025 - 12:16 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, Mae Nachman, Anna Haines and Ray Schmidt

ALSO PRESENT: Joel Lemke, Jennifer Schmeiser, Eric Southworth, Chris Lefevbre, Shane Kohnen and Jaime Zdroik

EXCUSED ABSENCE: Carl Rasmussen

2. Approval of Minutes

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

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Ray Schmidt, seconded by Anna Haines to approve the department's claims for the month of October 2025 as audited and read.

Ayes all. Nays none. Motion carried.

4. Land sale - Joel Lemke

Joel showed the Commission where the property was located on the map. He explained that we are trying to become as close to levy neutral as we can. This sale, if invested in the ways we are allowed to invest, could yield approximately \$136,000 per year in revenue for the airport. The City will continue to support the airport in an amount equal to the taxes generated on the airport, which is currently \$58,000. We would like to start generating revenue sufficient for the airport, other than that \$58,000 outside the levy to be more self-sufficient. This will get us closer to that.

Staff request permission to forward the proposed sale of approximately 19 acres of land

at the airport to the Plan Commission for action. These permissions would be subject to appropriate review/approval by the Bureau of Aeronautics and the Federal Aviation Administration.

Motion made by Ray Schmidt, seconded by Mae Nachman to approve the land sale.

Ayes all. Nays none. Motion carried.

5. Land lease and solar easement - Joel Lemke

Joel showed the Commission on the map where the 30 acres were located that could be leased for solar photovoltaic facilities. This lease would provide around \$24,000 per year in revenue if all 30 acres were leased. He said the City Attorney has reviewed the draft lease. If approved, we would need to go through another process with the Bureau of Aeronautics, so this could take a while to fully develop.

They are requesting approval of the lease with the ability to make insignificant language changes as well as changes to lease dollar amounts following negotiations.

Joel also explained that many airports in recent years have leased portions of their airfields to parties that install and maintain solar facilities.

Motion made by Mae Nachman, seconded by Anna Haines to approve the land lease and solar easement.

Ayes all. Nays none. Motion carried.

6. Written/Verbal Report - Jason Draheim

Joel stated that we are in the selection process involving taxi way light design and working with the bureau on a series of projects that are lined up.

7. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:29 P.M.

REPORT TO THE NOVEMBER 10, 2025
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of October 1, 2025	\$ 196,721.32
Bank deposits recorded in October 2025	\$ 19,555.27
	\$ 216,276.59

CHECKS ISSUED IN OCTOBER 2025

3086	Employee Resource Center	Monthly EAP Fees	5.98	
3087	Abel Ruga	September Cleaning Services	175.00	
3088	Titan Aviation Fuels	Supplies	249.98	
3089	City of Stevens Point	Retirement, insurance, phone, fuel	8,205.35	
3090	Securian Financial	MN Life Insurance Policy #002832L	16.00	
3091	Stevens Point Public Utilities	Work for Airport	34.90	
3092	Titan Aviation Fuels	Fuel purchase	20,946.33	
3093	Econ Electric Inc.	Gate Maint	395.63	
3094	Per Mar Security Services	Gate Maint	1,082.50	
3095	Mastercard	Internet & rugs	733.07	
3096	Heartland Business Systems, LLC	Monthly Billing - October	74.84	
3097	Stevens Point Public Utilities	Verizon Ipad Charges 8/24-9/23/2025	10.13	
3098	City of Stevens Point	Workers Comp Premiums	355.23	
3099	Rasmussen Plumbing & Heating	Bathroom toilet seat replacement	201.56	
EFT	Payroll	October 2025	8,860.83	
	Delta Dental	Premium Charges	71.38	
	Wisconsin Public Service	Utility Charges	1,293.87	
	IRS & WI Dept of Revenue	Payroll Taxes	3,754.25	
	Gen Aviation	Gen Aviation	163.86	
	TOTAL EXPENSES LISTED		\$ 46,630.69	\$ 46,630.69
	BALANCE ON HAND OCTOBER 31, 2025			\$ 169,645.90
		Balance on Hand		\$ 169,645.90
		Plus checks written after end of month		\$ -
		Plus uncleared checks		\$ 1,295.84
		Less checks previously written clearing this month		\$ (533.33)
	Ending Cash Balance matching Bank Statements			\$ 170,408.41

**City of Stevens Point
Transportation Commission Meeting
November 10, 2025 – 5:00 PM**

2700 Week Street, Stevens Point, Wisconsin
or via Zoom Teleconferencing

Minutes

1. Roll Call

Present: Nichole Lysne, Karalyn Peterson, Ald. Allison Birr, Ald. Jacqui Guthrie

Present via Zoom: Tom Bertram

Not Present: Heidi Oberstadt, Neil Prendergast

Others Present: Talin Scheuermann, Tom Carroll

2. Approval of the September 8, 2025 Minutes

Motion made by Karalyn Peterson, seconded by Ald. Jacqui Guthrie to approve the September 8, 2025 minutes. All in favor; none opposed. Motion carried.

3. Approval of the September and October 2025 Financial/Claims Reports

Motion made by Ald. Allison Birr, seconded by Tom Bertram to approve the September and October 2025 Financial/Claims Reports. All in favor; none opposed. Motion carried.

4. Approval to Add Friday, November 21, 2025 as an Additional Free Ride Friday

Motion made by Karalyn Peterson, seconded by Ald. Allison Birr to approve adding Friday, November 21, 2025 as an additional Free Ride Friday. All in favor; none opposed. Motion carried.

5. Approval of 2026 Fare Structure for Central Transportation

Motion made by Ald. Jacqui Guthrie, seconded by Karalyn Peterson to approve the 2026 Fare Structure for Central Transportation. All in favor; none opposed. Motion carried.

6. Next Meeting Date

Monday, December 8, 2025 – 5:00 PM

7. Adjournment

Meeting adjourned at 5:23 PM.

**PERSONNEL COMMITTEE
November 10, 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, Broderick, Buse, Guthrie, Steinmetz.

2. Request to Transition Electrical Inspector Position from 32 hours to 40 hours

Director Kivela gave an overview of the request.

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

Andrea Olson, 410 Franklin Street, questioned the data present to warrant the increase in hours. She spoke about the differences in staff from Plover to Stevens Point and the difference in number of permits. Andrea Olson also spoke about the online programs that are used in Plover and ways that Stevens Point could implement these programs. She recommended that building inspectors also become fire inspector certified.

Director Kivela spoke about the permitting software that is in use and the ways that the permitting process is being further automated. He spoke about implementing a fee restructuring that would be in line with state standards.

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

3. Adjournment.

Adjourned at 6:19 P.M.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
November 10, 2025 - 6:00 PM**

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

OR

Zoom Teleconferencing

1. Roll Call.

Present:

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

2. License List:

A. Class “B” Beer License:

- 1. Baymont by Wyndham at 247 Division Street North, Stevens Point for license period beginning November 18, 2025.**
- 2. Golden Curry LLC at 1035 Main Street, Stevens Point for license period beginning November 18, 2025.**
- 3. University Inn & Suites at 5110 Main Street, Stevens Point for license period beginning November 18, 2025.**

B. Class “B” Beer & Class “C” Wine License: Comfort Suites at 300 Division Street North, Stevens Point for license period beginning December 01, 2025.

C. Temporary Class “B” Beer & “Class B” Wine License: Big Brothers Big Sisters of Central Wisconsin, 2801 Hoover Road, Unit 1H, Stevens Point for Big Brew & Booyah Bash on February 7, 2026 at 200 Division Street, Stevens Point.

Assistant Chief Williams stated no concerns from law enforcement and wanted to make the applicant aware that the city does not provide barrels or barricades, and therefore, must be provided by the applicant.

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

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

3. Request to Hold Event/Street Closing:

A. Big Brew & Booyah Bash on February 7, 2026 (Recurring).

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

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

4. Adjournment.

Adjourned at 6:04 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

October 27, 2025 - 6:05 PM

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

OR

Zoom Teleconferencing

Meeting ID: 816 0287 4308 | Passcode: 829323

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 and Broderick

EXCUSED Ald. .

ABSENT Ald. .

OTHERS C/T Ladick, Mayor Wiza, Clerk Pagel, Director Lemke, Director
PRESENT Kremer, Asst Chief Gemza, Alderpersons Kneebone, Lang, Birr,
Steinmetz, Buse and Guthrie and Deputy C/T Peterson

2. Review and discussion of the proposed 2026 Operating Budget.

C/T Ladick presented the committee with a Power Point reviewing the 2026 budget.

State transportation aid increased as anticipated by \$251,000 which helped offset the weak net new construction. Shared revenue also increased as well as the expenditure restraint program. However, with the expenditure restraint program some modifications were necessary to still comply with the tight restrictions on that program.

The plan is also not to levy for the entire Fire Department referendum as during 2025, the funds received were not used in their entirety, leaving some restricted funds. Those referendum funds are restricted for fire department staff and all those positions have not been filled yet. In order to maintain a more level mill rate, Ladick proposes to

increase the debt service levy and pay off more debt which will assist in maintaining a good credit rating, reduce the overall debt owed by the City and maintain that level mill rate.

While some revenues have increased, some expenses have also increased. Those increases are primarily from the cost of living and step increases to staff, Police Union wage increases, Fire Department Union wage increase, moving the video service provider fees from the General Fund into Community Media and an increase in Transit costs. The Transit system is reliant on state and federal funding, but those increases are not keeping pace with the costs. There is also a proposal to add funds to the Riverfront Rendezvous fund to enhance the event for the 250th anniversary of our nation. It was noted there was no change in the cost of health insurance.

After the presentation, several comments and questions came from the Committee and the public. Ladick reported that it is estimated with the proposed school, city and county budgets that a 10% increase in the overall tax bill is expected.

No action was taken at this presentation.

Closing Section:

3. Adjournment

Meeting adjourned at 6:55 pm.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

November 10, 2025 - 6:20 PM

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

OR

Zoom Teleconferencing

Meeting ID: 881 2271 5617 | Passcode: 726489

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 and Broderick

EXCUSED Ald. .

ABSENT Ald. .

OTHERS PRESENT C/T Ladick, Attorney Beverage, Clerk Pagel, Directors Lemke, Kivela and Kremer, Asst Chief Williams, Deputy C/T Peterson, Planner Klesmith, Asst Chief Zvara, Alderpersons Kneebone, Lang, Birr, Steinmetz,Buse, and Guthrie; Robert Butt, Dave Ladick, Taylor Elmhurst, Karen Margelofsky, Andrea Olson, Jeremy Liszewski, Tyler Sheeran(online) and Jenny Resch (online)

2. Chairperson's Opening Remarks.

Chairperson Christianson reminded the Committee again to be respectful to the taxpayers of the City in terms of how funds are spent as the committee will be looking at the 2026 Operating Budget.

Discussion and Possible Action on:

3. Consideration of the 2026 Operating Budget.

C/T Ladick explained a few changes were made to the budget since the last meeting.

The adjustment to full time for the inspector wages was made, the \$30,000 to Riverfront was removed, \$5000 for deer culling was removed and few other wages and benefit adjustments were made. Ald. Brodkerick moved, Ald. Morrow seconded, to approve the 2026 Operating Budget.

Christianson questioned if the deer culling should be removed as saving some funds now could cost people more in the long run with vehicle damages. Director Kremer spoke about the deer culling process and explained how the committee is missing a member who applied for the grant.

Motion by Ald. Morrow, second by Ald. Shuda, to add the \$5000 back into the budget for deer culling and to request that the matching grant be applied for. Ayes all. Nays none. Motion carried.

Call for the vote for the 2026 Operating Budget. Ayes all. Nays none. Motion carried.

4. Consideration of the 2025 debt issuance, including the issuance of General Obligation and Revenue notes.

C/T Ladick explained that since he wrote the memo a change was made. The stormwater revenue note can not be a revenue note as they do not make enough revenue so that will need to be a part of the general obligation note. It was noted that the stormwater rates needs to be reviewed. Motion by Ald. Morrow, second by Ald. Broderick, to approve the 2025 debt issuance as described by C/T Ladick. Ayes all. Nays none. Motion carried.

5. Resolution Authorizing an Application for the Wisconsin Economic Development Corporation's FY26 Site Assessment Grant

Ald. Keymer moved, Ald. Shuda seconded, to approve the resolution authorizing the application for the Wisconsin Economic Development Corporation's FY26 Site Assessment as described by Planner Klesmith.

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

6. Approval of Claims Paid.

Ald. Morrow moved, Ald. Broderick seconded, to approve the claims paid.

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

7. Presentation of a Proposal from Commonwealth Development Corporation of America for Development of the Shopko Parking Lot.

Tyler Sheeran from Commonwealth Development Corporation of America presented a development plan for the Shopko Parking Lot which includes affordable housing units and a day care. The day care would be run by the University. The Redevelopment Authority reviewed the proposed plan at their previous meeting.

8. Enter into closed session (Approximately 6:40 p.m.) pursuant to Wisconsin Statutes 19.85(1)(e) and 19.85 (1) (g) 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, AND for Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, relating to the following:

A. Consideration of Claim-Bicyclist collided with City-owned vehicle.

B. Negotiating a potential development agreement in Tax Incremental Financing (TIF) District 10.

C. Negotiating the sale of property in Tax Incremental Financing (TIF) District 14.

Ald. Morrow moved, Ald. Keymer seconded, to move to closed session as per WI SS 19.85(1)(e) and 19.85(1)(g) for consideration of a claim, negotiating a potential development agreement in TIF District 10 and negotiating the sale of property in TIF District 14.

Roll Call vote: ayes, Morrow, Shuda, Keymer, Broderick and Christianson; nays, none; motion carried. Meeting moved to closed session.

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

Ald. Morrow moved, Ald. Keymer seconded, to move to open session.

Roll Call vote: ayes, Shuda, Keymer, Broderick, Christianson and Morrow ; nays, none; motion carried.

Ald. Morrow moved, Ald. Broderick seconded, to deny the claim - bicyclist collided with City-owned vehicle.

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

Ald. Keymer moved, Ald. Morrow seconded, to continue negotiations for a potential development agreement in Tax Incremental Financing District 10.

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

Ald. Keymer moved, Ald. Morrow seconded, to proceed with negotiations as discussed in closed session for the sale of property in Tax Incremental Financing District 14.

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

Closing Section:

10. Adjournment

Meeting adjourned at 8:23 pm.



SHOPKO RFP RESPONSE

REVISED 11/7/2025

STEVENS POINT, WI

Prepared By: Commonwealth Development Corporation of America (CDC)



WHO WE ARE

- Founded in 2001 to address local housing needs in Wisconsin, CDC has since expanded its development footprint to 24 states nationwide.
- CDC has created more than 125 developments and over 8,000 units since its inception in 2001.
- Our leadership team has over 80 years of combined tax credit experience.
- Named 2020 Best Affordable Housing Developer – USA by *BUILD Review*.
- *Affordable Housing Finance* recognized CDC as a Top 30 U.S. Affordable Developer in every year between 2018 and 2024.
- Largest woman-owned affordable housing developer in the US.



COMMONWEALTH TEAM

COMMONWEALTH DEVELOPMENT CORPORATION:

- 30% higher success rate in securing credits compared to the national average
- Have received a Low-Income Housing Tax Credit (LIHTC) award in Wisconsin every year for the past 10 years
 - Have developed 70 projects in Wisconsin, creating 3,798 housing units

TEAM

Chris Jaye, Kristi Morgan (Principals): 55 years of combined housing development experience

Dan Kroetz, President of Development, Development Services: Brings over 25 years of affordable housing experience, having developed over \$1 billion across 75+ projects and 6,000+ units, with expertise in mixed-income, supportive, historic, adaptive reuse, and new construction projects.

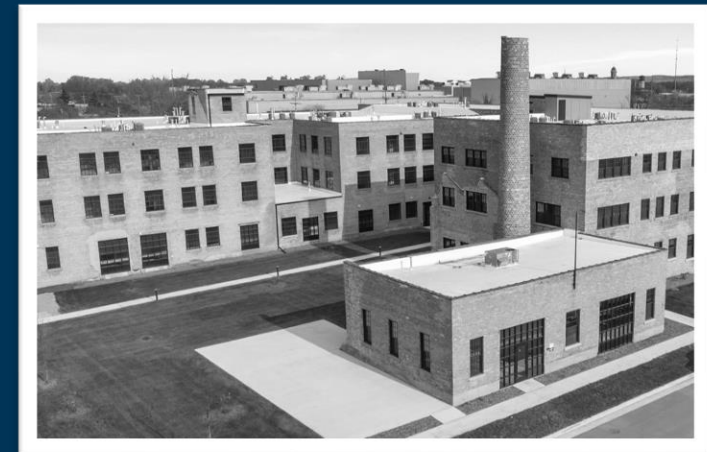
Tyler Sheeran, Managing VP of Development: Since joining Commonwealth in 2020, Tyler has overseen over 1,200 units nationwide, managing \$342 million in development costs and \$223 million in equity across acquisitions, rehabilitations, and new construction.



CAPITAL STACK

Sources	
Federal LIHTC Equity	\$ 7,206,478.00
State LIHTC Equity	\$ 3,866,483.00
WHEDA Long Term Bonds	\$ 1,727,000.00
FHLBank Chicago AHP Funds	\$ 2,000,000.00
Wisconsin DOA HOME Funds	\$ 1,000,000.00
City of Stevens Point Funds	\$ 1,450,000.00
WEDC CDI Grant	\$ 250,000.00
Deferred Fee	\$ 341,059.00
Total	\$ 17,841,020.00

Uses	
Land	\$ 1.00
Hard Construction	\$ 13,702,500.00
Design + Engineering	\$ 724,000.00
Professional Services	\$ 172,000.00
Financing Costs	\$ 813,146.00
Fees and Soft Costs	\$ 2,184,186.00
Debt and Operating Reserves	\$ 245,187.00
Total	\$ 17,841,020.00



SOURCES

- Financing sources include federal and state LIHTC equity (WHEDA), Long Term Bonds (WHEDA), AHP (FHLBank Chicago), HOME (WI DOA), City of Stevens Point Support (TBD), CDI Grant (WEDC), and deferred developer fee.

USES

- Uses include land acquisition, hard construction (majority), design/engineering, professional services, financing, soft costs/fees, and reserves.



UNIT MIX

Unit Type	Income	Number of Units	Contract Rent		2025 Table
			Rate	Monthly Gross Rent	
1 Bed/ 1 Bath	30% AMI	5	\$	437	\$ 550
2 Bed/ 1 Bath		4		519	660
3 Bed/ 2 Bath		4		594	763
1 Bed/ 1 Bath	50% AMI	8	\$	804	\$ 917
2 Bed/ 1 Bath		12		959	1,100
3 Bed/ 2 Bath		5		1,103	1,272
1 Bed/ 1 Bath	80% AMI	5	\$	1,207	\$ 1,320
2 Bed/ 1 Bath		5		1,443	1,584
3 Bed/ 2 Bath		2		1,662	1,831



NUMBER OF UNITS

- 50 total new construction units
 - 18 1-bedroom units (5 at 30% AMI, 8 at 50% AMI, 5 at 80% AMI)
 - 21 2-bedroom units (4 at 30% AMI, 12 at 50% AMI, 5 at 80% AMI) (+2)
 - 11 3-bedroom units (4 at 30% AMI, 5 at 50% AMI, 2 at 80% AMI) (+1)

NOTE ON 80% UNITS

- While the city asked about more 80% AMI units, doing so would risk AHP's requirements that 60% of units be at 50% AMI or lower, potentially jeopardizing \$2M in funding.
 - This funding gap would then need to be cured by available municipal funds.
- Based on past experience and current market conditions, 30-50% AMI units consistently lease-up the fastest, demonstrating strong demand across the state
 - This unit mix also aligns directly with state application scoring criteria to maximize competitiveness for federal and state funding.





Who Will Live With Us?

Households living in our Stevens Point, WI homes will have annual incomes ranging between **30%** and **80%** of Area Median Income (**AMI**).

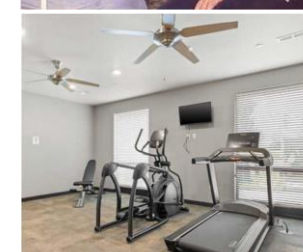
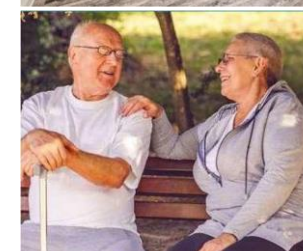
\$18,450. This is the **low-end** of household annual income, providing a 1-bedroom affordable unit to a single adult at the 30% AMI level.

\$84,560. This is the **high-end** of household annual income, providing a 3-bedroom affordable units to a family of 5 at the 80% AMI level.

Who earns between \$18,450 and \$84,560 in Stevens Point?

- Special Ed Assistant @ Stevens Point Area Schools **\$26,700**
- Preschool Assistant @ Wood County Head Start **\$22,500**
- Admin Assistant @ Pacelli Catholic Schools **\$19,500**
- Firefighter Paramedic @ City of Stevens Point **\$66,900**
- Child & Family Aide @ Portage County HHS **\$30,160**
- Concrete Form Setter @ Thomas Masonry **\$48,000**
- Correctional Officer @ Portage County **\$45,760**
- Client Technician @ Sentry Insurance **\$47,900**
- Forklift Operator @ Monogram Foods **\$38,800**
- Finance Associate @ Portage County **\$44,700**
- Consumer Care Rep @ Delta Dental **\$35,000**
- Nightshift Caregiver @ Vista Care **\$32,760**
- Retail Associate @ Hobby Lobby **\$31,200**
- Warehouse Laborer @ Lands' End **\$38,000**
- Clerk of Courts @ Wood County **\$39,800**
- 4k Teacher @ CAP Services **\$31,950**
- Cook @ UW Stevens Point **\$25,000**

Snapshot of positions/pay based upon Glassdoor.com, city and school job postings 7/24/25 at FT full year wages, with school-year positions based upon FT 38-weeks. Income limits subject to annual HUD changes. The 30% income shown is calculated at 10% below the limit.



COMMUNITY SERVICE FACILITY (CSF) / COMMERCIAL SPACE

- **First-floor Community Service Facility:** Permanent amenity designed to offer no-cost services to households at or below 60% area median income (AMI).
- **Model in progress:** At The Corridor in Oshkosh, a 3,000 square foot CSF is under construction and will house the city's only two-shift childcare facility, demonstrating how service space can address critical community needs (rendering of space pictured).
- **Potential UW Stevens Point partnership:** Preliminary discussions focused on bringing programming that supports families, workforce development, and education.
- **Neighborhood asset:** Designed to strengthen family stability, educational advancement, and community vitality while embedding supportive services directly within housing.



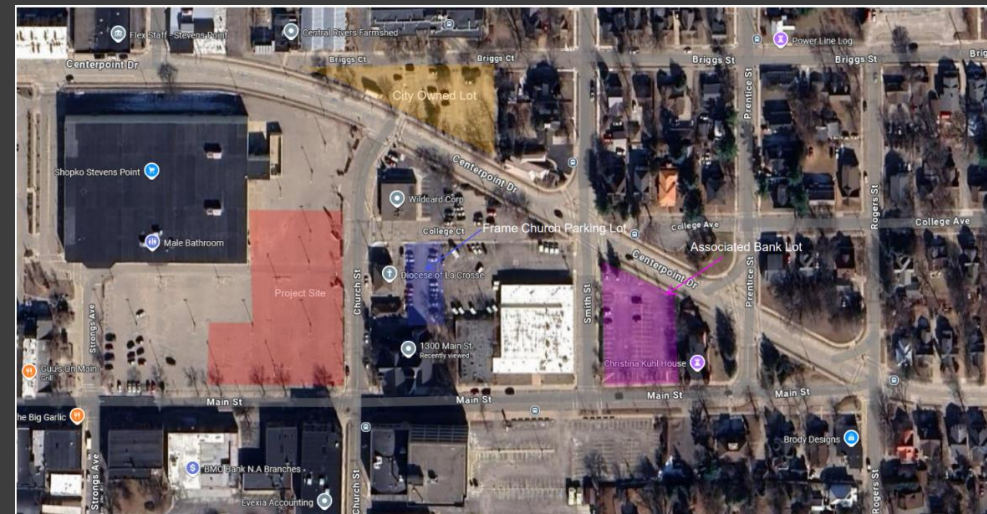
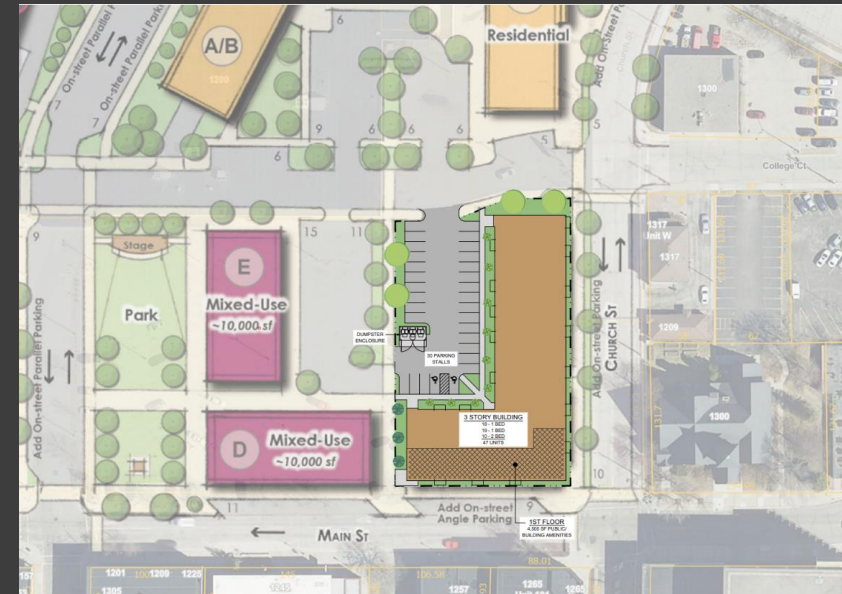
PROPOSED DEVELOPMENT

- One, 47-unit midrise building with 18 1-bed, 19 2-bed, and 10 3-bed units.
- Building will include a community room, exercise facility, business center, leasing office, and approximately 4,500 square feet of Commercial/Public Space (CSF):
 - Potential Partnership with University of Wisconsin – Stevens Point (UWSP) to provide supportive services in the CSF space
- Green initiatives:
 - Wisconsin Green Built Homes – Gold Zero Energy
- Architecturally unique/Urban Design
 - Significant variation in building façade – prompting building depth
 - The façade combines the character of the surrounding historic fabric with the energy of new construction components, bring fresh life while remaining contextually appropriate
 - Individual balcony/patios
 - Streetscape that complements the visual character
 - Building close to the sidewalk encouraging pedestrian activity and interaction



PROPOSED DEVELOPMENT CONT.

- 30 Surface Parking Stalls (0.64 spaces per unit)
 - Rear-façade focused
 - Additional parking alternatives include utilizing on-street parking, or arrangements with nearby properties:
 - Frame Memorial Presbyterian Church
 - Associated Bank
 - City-Managed Lots
- Extensive greenery/shrubbery
- Adequate sidewalks throughout the development



SUMMARY OF RDA CHANGES

DESIGN CHANGES

- DAYCARE SPACE FOR UWSP DOUBLED IN SIZE (3,000 SF TO 6,000 QF) AND NOW ANCHORS THE PROJECTS ENTIRE MAIN ST FRONTAGE
- COVERED PARKING STRUCTURE ADDED
 - ADDED AN ADDITIONAL 32 STALLS; ALLEVIATE PARKING CONCERNS
 - ADDITIONAL STORY (PREVIOUSLY 3 STORIES, NOW PROPOSED AT 4)
- EXTERIOR PLAY AREA ADDED FOR DAYCARE OPERATIONS

NUMBER OF UNITS

- 47 APARTMENT UNITS INCREASED TO 50



THANK YOU

On Behalf of Commonwealth Development Corporation, thank you for your time and support and we look forward to bringing this new affordable housing to the City of Stevens Point.

For questions or more information, please contact:

Commonwealth Development Corporation

Tyler Sheeran, Managing VP of Development

608.556.2939

t.sheeran@commonwealthco.net

Sam Warshauer, Development Associate

262.424.6047

s.warshauer@commonwealthco.net



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

	Bal September 1, 2025	Receipts	Disbursements	Bal September 30, 2025
GENERAL OPERATING CASH	\$1,694,596.05	\$5,691,783.84	\$5,677,513.26	\$1,708,866.63
UTILITIES & TRANSPORTATION (Cash and Investments)	\$13,860,156.51	\$2,757,103.02	\$2,106,658.30	\$14,510,601.23
INVESTMENTS	Bal September 1, 2025	TRANSFER IN	TRANSFER OUT	Bal September 30, 2025
GENERAL	\$38,815,293.00	\$0.00	\$3,500,000.00	\$35,315,293.00
SPECIAL REVENUE	\$815,635.97	\$0.00	\$0.00	\$815,635.97
DEBT SERVICE	\$168,963.36	\$0.00	\$1,055.58	\$167,907.78
CAPITAL PROJECTS	\$2,382,961.74	\$0.00	\$1,653.95	\$2,381,307.79
INTERNAL SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
TRUST	\$4,201,530.19	<u>\$0.00</u>	<u>\$0.00</u>	\$4,201,530.19
TOTALS	<u>\$46,384,384.26</u>	<u>\$0.00</u>	<u>\$3,502,709.53</u>	<u>\$42,881,674.73</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,655,602	\$3,518,161	75.57%
POLICE	\$6,798,788	\$5,014,957	73.76%
FIRE	\$7,307,168	\$4,879,433	66.78%
PUBLIC WORKS	\$6,889,796	\$4,935,700	71.64%
PARK & REC	\$2,473,864	\$1,881,169	76.04%
CAPITAL PROJECTS	\$10,372,924	\$4,286,217	41.32%
DEBT SERVICE	\$9,377,519	\$9,457,135	100.85%
YTD TARGET	75.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$29,658,293	\$23,176,276	78.14%

Application Form

Name: Heidi Charlesworth

Address: 8207 State Hwy 54E WI Rapids 54494

Phone: [Redacted]

Email: [Redacted]

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

Business Improvement District

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

Been with lineage for 3 years
Now in Stevens Point, drafting
a report with the city but
also understanding involvement
in the business park and
needs are important. As a
leader in the to brought in
by lineage it would be exciting
to learn & develop in the
future years.

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

City of Stevens Point City Clerk's Office

1515 Strong's Avenue, Stevens Point WI, 54481

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

Stevens Point

Boards, Commissions, & Committees Application



Interested in Local Government?

Are you interested in local government or do you want to contribute to your community? Consider serving on a city board, commission, or committee. As a representative serving on one of the City's boards, commissions or committees, you will focus on community needs requiring your dedication, vision, experience, and enthusiasm. Ultimately, the City of Stevens Point's Common Council has the legal responsibility to carry out decisions that affect the welfare of the entire community; however, the boards, commissions and committees play a significant role in the process of deciding what goes in front of the Common Council. So if you are interested in local government and want to serve your community, the City of Stevens Point's boards, commissions and committees may be a good fit for you.

What are the eligibility requirements?

Applicants must be eligible voters and *reside within the Stevens Point city limits*. Please review all details of specific vacancies, as some may have different requirements or require specific representation.

How do I know if I was or was not appointed to a board, commission, or committee?

If appointed to one of the boards, commissions, or committees, you will be notified. The City Clerk's Office will contact you to come in and sign an oath of office.

How do I apply?

Please complete the application form on the reverse side and return to the City Clerk's Office at 1515 Strongs Avenue, Stevens Point, WI 54481. You may also complete the application online at stevenspoint.com. Typically, appointments are made during April or May of each year; however, vacancies vary. Please check out our list of current vacancies

located on stevenspoint.com or by contacting the City Clerk's Office at: (715)346-1569

What boards, commissions, and committees can I be appointed to?

Board of Appeals:

- Hears and makes decisions on appeals where it is alleged that there is an error in any requirement, decision, or determination made.
- Authorizes variances and disability variances.
- Citizen Positions: 5 (3 year term)
- Alternative Positions: 2 (3 year term)

Redevelopment Authority:

- Prepares redevelopment and urban renewal plans.
- Carries out redevelopment and urban renewal projects within the corporate limits of the city.
- Develops and implements redevelopment plans.
- Administers economic development and housing loans.
- Adopts rules for the transaction of its business and keeps a record of its resolutions, transactions, findings, and determinations.

Housing Authority:

- Carries out duties designed by the Community Development Authority.
- Citizen Positions: 3-5 (position availability varies) (5 year term)

Board of Park Commissioners:

- Develops policies concerning the operation of the parks and recreation facilities, subject to approval by the common council.
- Acquires and/or maintains parks and green spaces, conservation areas, park buildings, the community pool, KB Willett ice rink, City cemeteries, boat ramps, and other parks, recreation and forestry facilities and public property.
- Aids in long-range planning, strategic planning, and setting service standards for the Parks, Recreation and Forestry Department.
- Citizen Positions: 8 (3 year term)

Plan Commission:

- Advises the city council on comprehensive planning and land use issues.
- Prepares and administers a comprehensive plan while providing leadership and insight

Historical Preservation/Design Review

- Designates historic structures, historic sites, and the designation of historic districts within

Commission:

- Demolishes and/or rehabilitates substandard structures.
- Participates in real estate development and commercial revitalization.
- Citizen Positions: 4-6 (position availability varies) (5 year term)

into opportunities and challenges that confront the community.

- Makes reports and recommendations relating to the plan and development of the city to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- Recommends, to the mayor or council, programs for public improvements and the financing thereof.
- Has such powers as may be necessary to enable it to perform its functions and promote municipal planning.
- Reviews requests for annexation, certified surveys, conditional uses, public right-of-way vacations, and rezoning.
- Performs planned unit development reviews, site, building, and landscape reviews, subdivision plat reviews, and map reviews.
- Citizen Positions: 5 (3 year term)

Board of Review:

- Has broad powers with respect to assessments within their jurisdictions.
- Acts upon any and all protests filed by taxpayers or taxing districts.
- Reviews and equalizes assessments established by the assessor.
- Adds to the assessment rolls any property omitted by the assessor for the current year.
- Has the power to add to the assessment rolls for taxation property which the board believes has been erroneously exempted from taxation.
- Has the power to subpoena witnesses and administer oaths.
- Citizen Positions: 5 (5 year term)
- Alternate Positions: 2 (3 year term)

Transportation Commission:

- Reviews and advises the Mayor and Common Council and adopts rules for the control and operation of the specific utility.
- Citizen Positions: 5 (3 year term)

Board of Water & Sewage Commissioners:

- Makes recommendations to the Common Council and adopts rules for the control and operation of the specific utility.
- Citizen Positions: 5 (5 year term)

Bicycle - Pedestrian Street Safety Commission:

- Advises the Common Council on updates, maintenance, and implementation of the Portage County Countywide Bicycle & Pedestrian Plan and the Transportation Element of the Comprehensive Plan.
- Promotes the integration of bicycling and walking in the City of Stevens Point's planning.
- Makes recommendations concerning the capital and operating budget to identify pedestrian and bicycle needs, services, programs, or facilities.
- With prior authorization from the City, develops and distributes informational, educational, and promotional materials for bicyclists, pedestrians, and motorists.
- Citizen Positions: 5 (3 year term)
- Alternate Positions: 1 (3 year term)

Police and Fire Commission:

- Organizes and supervises the police and fire departments and prescribes rules and regulations for their control and management.
- Citizen Positions: 5 (5 year term)

Weed Commissioner:

- Investigates the presence of noxious weeds in the city.
- Destroys, or has destroyed, noxious weeds in the most economical manner.
- Investigates the presence of noxious weeds. the complete killing of weeds or the killing of weed plants above the surface of the ground.
- Plans and organizes an effective roadside management program.
- Monitors weed conditions within the county to effectuate the weed control and eradication

policies and programs of the County and the State.

- Is a certified pesticide applicator, and maintains knowledge of proper chemicals and methods of application and enforce noxious weed laws.
- Coordinates the activities of part-time help in carrying out the County's weed control and eradication programs; including assigning work, training, motivation, and checking results.
- Operates, maintains, and repairs spraying equipment and trucks.
- Investigates and handles complaints within an area of responsibility according to established regulations and in a manner consistent with County regulations and policies.
- Maintains proper records of chemical applications, equipment, and materials.
- Prepares reports, and performs various other related duties in the area of responsibility.

Tourism Commission:

- Administers the room tax fund in accordance with state law.
- Reviews grants requests for room tax funds that promote tourism in the City.

Deer Management Committee:

- Oversees the Urban Wildlife Abatement programs for the City of Stevens Point.
- Focuses primarily on whitetail deer and geese within the city.

Administrative Appeals Board:

- Hears and rules on appeals from initial administrative determinations or decisions of City officers, employees, agents, agencies, committees, boards, and commissions. This primarily includes property maintenance violations.

Application Form

Name: Erik C Carlson

Address: 355 Eastwood Drive, Stevens Point

Phone: _____

Email: _____

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

Portage County Business Park
Business Improvement District Board

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

I am a life long area resident. I am currently the President and principal shareholder at Ellis Construction Company. I have previously served on the YMCA, Boys & Girls Club, PCBC Board of Directors. I am also a partner in Viking Holding II which owns the property currently occupied by Clifton Larsen Allen in the business park. I have also been a part of many construction projects within the park, most recently the new Delta Dental Headquarters building.

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

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

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

Stevens Point

Boards, Commissions, & Committees Application



Interested in Local Government?

Are you interested in local government or do you want to contribute to your community? Consider serving on a city board, commission, or committee. As a representative serving on one of the City's boards, commissions or committees, you will focus on community needs requiring your dedication, vision, experience, and enthusiasm. Ultimately, the City of Stevens Point's Common Council has the legal responsibility to carry out decisions that affect the welfare of the entire community; however, the boards, commissions and committees play a significant role in the process of deciding what goes in front of the Common Council. So if you are interested in local government and want to serve your community, the City of Stevens Point's boards, commissions and committees may be a good fit for you.

What are the eligibility requirements?

Applicants must be eligible voters and *reside within the Stevens Point city limits*. Please review all details of specific vacancies, as some may have different requirements or require specific representation.

How do I know if I was or was not appointed to a board, commission, or committee?

If appointed to one of the boards, commissions, or committees, you will be notified. The City Clerk's Office will contact you to come in and sign an oath of office.

How do I apply?

Please complete the application form on the reverse side and return to the City Clerk's Office at 1515 Strongs Avenue, Stevens Point, WI 54481. You may also complete the application online at stevenspoint.com. Typically, appointments are made during April or May of each year; however, vacancies vary. Please check out our list of current vacancies

located on stevenspoint.com or by contacting the City Clerk's Office at: (715)346-1569

What boards, commissions, and committees can I be appointed to?

Board of Appeals:

- Hears and makes decisions on appeals where it is alleged that there is an error in any requirement, decision, or determination made.
- Authorizes variances and disability variances.
- Citizen Positions: 5 (3 year term)
- Alternative Positions: 2 (3 year term)

Redevelopment Authority:

- Prepares redevelopment and urban renewal plans.
- Carries out redevelopment and urban renewal projects within the corporate limits of the city.
- Develops and implements redevelopment plans.
- Administers economic development and housing loans.
- Adopts rules for the transaction of its business and keeps a record of its resolutions, transactions, findings, and determinations.
- Establishes rehabilitation and design standards.
- Assembles and disposes of land, including the taking of real estate through eminent domain.
- Demolishes and/or rehabilitates substandard structures.
- Participates in real estate development and commercial revitalization.
- Citizen Positions: 4-6 (position availability varies) (5 year term)

Historical Preservation/Design Review Commission:

- Designates historic structures, historic sites, and the designation of historic districts within

the city limits, subject to approval by the common council.

- Regulates construction, reconstruction, alteration, and demolition within designated districts.
- Cooperates with the State of Wisconsin historic preservation officer and the state historic preservation review board in attempting to include properties designated as landmarks or landmark sites, or historic districts, in the National Register of Historic Places and the State Register of Historic Places.
- Solicits and receives funds for historic preservation in the city.
- Citizen Positions: 5 (3 year term)
- Alternates: 2 (3 year term)

Housing Authority:

- Carries out duties designed by the Community Development Authority.
- Citizen Positions: 3-5 (position availability varies) (5 year term)

Board of Park Commissioners:

- Develops policies concerning the operation of the parks and recreation facilities, subject to approval by the common council.
- Acquires and/or maintains parks and green spaces, conservation areas, park buildings, the community pool, KB Willett ice rink, City cemeteries, boat ramps, and other parks, recreation and forestry facilities and public property.
- Aids in long-range planning, strategic planning, and setting service standards for the Parks, Recreation and Forestry Department.
- Citizen Positions: 8 (3 year term)

Plan Commission:

- Advises the city council on comprehensive planning and land use issues.
- Prepares and administers a comprehensive plan while providing leadership and insight

into opportunities and challenges that confront the community.

- Makes reports and recommendations relating to the plan and development of the city to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- Recommends, to the mayor or council, programs for public improvements and the financing thereof.
- Has such powers as may be necessary to enable it to perform its functions and promote municipal planning.
- Reviews requests for annexation, certified surveys, conditional uses, public right-of-way vacations, and rezoning.
- Performs planned unit development reviews, site, building, and landscape reviews, subdivision plat reviews, and map reviews.
- Citizen Positions: 5 (3 year term)

Board of Review:

- Has broad powers with respect to assessments within their jurisdictions.
- Acts upon any and all protests filed by taxpayers or taxing districts.
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- Adds to the assessment rolls any property omitted by the assessor for the current year.
- Has the power to add to the assessment rolls for taxation property which the board believes has been erroneously exempted from taxation.
- Has the power to subpoena witnesses and administer oaths.
- Citizen Positions: 5 (5 year term)
- Alternate Positions: 2 (3 year term)

Transportation Commission:

- Reviews and advises the Mayor and Common Council and adopts rules for the control and operation of the specific utility.
- Citizen Positions: 5 (3 year term)

Board of Water & Sewage Commissioners:

- Makes recommendations to the Common Council and adopts rules for the control and operation of the specific utility.
- Citizen Positions: 5 (5 year term)

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- Advises the Common Council on updates, maintenance, and implementation of the Portage County Countywide Bicycle & Pedestrian Plan and the Transportation Element of the Comprehensive Plan.
- Promotes the integration of bicycling and walking in the City of Stevens Point's planning.
- Makes recommendations concerning the capital and operating budget to identify pedestrian and bicycle needs, services, programs, or facilities.
- With prior authorization from the City, develops and distributes informational, educational, and promotional materials for bicyclists, pedestrians, and motorists.
- Citizen Positions: 5 (3 year term)
- Alternate Positions: 1 (3 year term)

Police and Fire Commission:

- Organizes and supervises the police and fire departments and prescribes rules and regulations for their control and management.
- Citizen Positions: 5 (5 year term)

Weed Commissioner:

- Investigates the presence of noxious weeds in the city.
- Destroys, or has destroyed, noxious weeds in the most economical manner.
- Investigates the presence of noxious weeds. the complete killing of weeds or the killing of weed plants above the surface of the ground.
- Plans and organizes an effective roadside management program.
- Monitors weed conditions within the county to effectuate the weed control and eradication

policies and programs of the County and the State.

- Is a certified pesticide applicator, and maintains knowledge of proper chemicals and methods of application and enforce noxious weed laws.
- Coordinates the activities of part-time help in carrying out the County's weed control and eradication programs; including assigning work, training, motivation, and checking results.
- Operates, maintains, and repairs spraying equipment and trucks.
- Investigates and handles complaints within an area of responsibility according to established regulations and in a manner consistent with County regulations and policies.
- Maintains proper records of chemical applications, equipment, and materials.
- Prepares reports, and performs various other related duties in the area of responsibility.

Tourism Commission:

- Administers the room tax fund in accordance with state law.
- Reviews grants requests for room tax funds that promote tourism in the City.

Deer Management Committee:

- Oversees the Urban Wildlife Abatement programs for the City of Stevens Point.
- Focuses primarily on whitetail deer and geese within the city.

Administrative Appeals Board:

- Hears and rules on appeals from initial administrative determinations or decisions of City officers, employees, agents, agencies, committees, boards, and commissions. This primarily includes property maintenance violations.

RESOLUTION

[CONDITIONAL USE PERMIT – 1208 WISCONSIN STREET – CONSTRUCT AN ACCESSORY STRUCTURE USING “R-TND” SETBACK REQUIREMENTS]

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 1208 Wisconsin Street (Parcel ID 281240832400814) and described as E 50' OF S 70' LOT 187 BLK 41 STRONG ELLIS & OTHERS ADD; SUBJ TO & JT DRVWY ESMT DES 653/178 BNG PRT NW SE S32 T24 R8 916343, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to construct an accessory structure utilizing “R-TND” Traditional Neighborhood Overlay District setback requirements, 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: November 3, 2025
Adopted: November 17, 2025

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

RESOLUTION

[CONDITIONAL USE PERMIT – 2877 CHURCH STREET – OPERATE A ONE-UNIT RESIDENCE]

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 2877 Church Street (Parcel ID 281230805101713) and described as LOT 1 CSM#2682-9- 240 BNG PRT OUTLOT 25 SHEKELL'S ADD S5 T23 R8 669581, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to operate a one-unit residence, subject to the following conditions:

1. The dwelling unit shall meet minimum occupancy and space requirements as outlined in Chapters 21 & 30 of the City's Municipal Code of Ordinances.
2. Staff shall have the ability to approve minor deviations to the project plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: November 3, 2025
Adopted: November 17, 2025

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

RESOLUTION

[CONDITIONAL USE PERMIT – UNADDRESSED PARCEL OFF OF SONGBIRD LANE – CONSTRUCT MULTIPLE MULTI-FAMILY RESIDENTIAL BUILDINGS]

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, an unaddressed parcel off of Songbird Lane (Parcel ID 281240836220063) and described as Lot 2 CSM # 011456 DOC-871489 BNG PART LOT 5 PARKDALE SUB 4.510A 907196, City of Stevens Point, Portage County, Wisconsin, is hereby granted a conditional use permit to construct multiple multi-family residential buildings, subject to the following conditions:

1. The final landscaping plan shall meet minimum clearview requirements as outlined in Section 23.01(17)(b)(3) of the City's Zoning Code.
2. The applicant shall submit to the City a wetland delineation report of the subject property.
3. One additional fire hydrant shall be installed, subject to the review and approval of the City Fire Marshal.
4. A maintenance agreement for the additional fire hydrant shall be executed and recorded with the Portage County Register of Deeds Office.
5. Sidewalk shall be installed along the north side of Windy Drive, meeting minimum design standards as required by the City Engineer.
6. An access agreement for utility access shall be executed and recorded with the Portage County Register of Deeds Office.
7. The proposed temporary turnaround shall meet minimum design standards as required by the City Fire Marshal.
8. A building permit shall be obtained prior to the start of construction.
9. Staff shall have the ability to approve minor amendments to the proposed project plan.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: November 3, 2025
Adopted: November 17, 2025

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

**City of Stevens Point
Department of
Public Utilities &
Transportation**



**Joel C Lemke
Director
Phone: 715-345-5266
jlemke@stevenspoint.com**

November 5, 2025

MEMO

RE: Award of project 25-202 (Feltz and 10/51 Lift Station Upgrades)

Commissioners,

Our 2025 approved Capital Operations and Maintenance plan has \$1,500,000 for the replacement of two liftstations. Since approval, the scope on one of the liftstations has changed, increasing the cost. The revised project was designed and bid. The results are attached.

The base bids for the project range from \$1,992,873.00 to \$2,570,000.00.

Staff respectfully request permission to award project 25-202 to Advance Construction, Inc. of Green Bay, Wisconsin in the amount of \$2,291,803.95 which includes 15% contingency. Additionally this would modify the approved Capital Operations and Maintenance Plan to reflect the same amount.

Best Regards,



Joel Lemke
Director



Donohue & Associates, Inc.
4500 Park Glen Rd UNIT 125, St Louis Park, MN 55416
952.920.1816 | donohue-associates.com

October 31, 2025

City of Stevens Point
301 Bliss Avenue
Stevens Point Wisconsin 54481

Re: Bid Evaluation and Letter of Recommendation
Sewer Utility – Feltz and 10/51 Lift Station Upgrades
Donohue Project No. 14468 / Owner Project No. 25-202

Dear Mr. Lemke:

Pursuant to the Official Notice to Bidders, sealed bids for the above referenced Project were received at the Water Office on Thursday, October 30, 2025, at 1 p.m. and then publicly opened and read aloud. We have reviewed all the Bids received for the Work and have enclosed a copy of the Bid Tabulation and the low bid for your information and reference.

Three bids were received. The apparent low bid was submitted by Advance Construction Inc., Green Bay, Wisconsin, in the amount of \$1,992,873.00. The second low bid was submitted by Gerke Excavating Inc., in the amount of \$2,376,850. Our opinion of probable construction cost for the Project was \$1,800,000. The low bid is approximately 10% above our estimate.

Please refer to the attached Bid Tabulation for information on the Bidders and the bid amounts. The bid amounts ranged from a low of \$1,992,873 to a high of \$2,570,000.

As was required in the bidding documents, Advance Construction attained pre-bid qualification approval prior to bidding, demonstrating they have performed similar work and are capable of performing the work.

We are presenting this evaluation for your review and consideration.

Sincerely,

Eric Lynne, PE
Project Manager

Enclosures: Bid Tabulation
Copy of Advance Construction's Bid Documents



City of Stevens Point Bid Tab

Project Name Feltz and 10/51 Lift Station Upgrades

October 30, 2025 1:00 P.M.

City of Stevens Point Representatives Joel Lemke and Chris Lefebvre

Bidder	Base Bid, includes USEMCO	Alternate 1	Alternate 2	Bid Security 5%	Pre-bid Qualification	Equipment Schedule Completed	Addenda Acknowledged	Comments
		TOPPS FRP (add/deduct)	Core Drill at 10/51 MH-4 (add/deduct)				1	
Engineer's Opinion of Probable Construction Cost	\$1,800,000.00	\$0.00	-\$10,000.00					
Advance Construction Inc.	\$1,992,873.00	\$100,000.00	\$0.00	X	Approved	X	X	
Gerke Excavating Inc.	\$2,376,850.00	\$117,760.00	-\$2,392.00	X	Approved	X	X	
Pember Companies, Inc.	no bid				Approved			
A-1 Excavating LLC	no bid				Approved			
Mid City Corporation	no bid				Approved			
Earth Inc.	\$2,570,000.00	\$132,800.00	-\$9,500.00	X	Approved	X	X	



November 5, 2025

MEMO

RE: Pre-disaster flood resilience (PDFR) grand authorization, match commitment, resolution

Commissioners,

Our 2025 approved Capital Operations and Maintenance plan has an approved item for \$64,000 for the local share needed for a flooding study that was initially approved through the federal BRIC grant program. That project lost its funding, so we are working on applying for another program to create a very similar product through the Pre-disaster flood resilience (PDFR) program. This program required a grant authorization letter (attached) to be approved as well as the approval of a resolution (also attached, next agenda item).

Staff is seeking your approval to apply for the grant, to submit the attached letters to the PDFR program staff, and to forward the attached resolution to the Common Council for action. Further approval to change the approved dollar amount to \$75,000 is requested. The resolution will get individual action at the Common Council meeting following the Commission meeting.

Best Regards,

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

Joel Lemke
Director

**City of Stevens Point
Department of
Public Utilities &
Transportation**



**Joel C Lemke
Director
Phone: 715-345-5266
jlemke@stevenspoint.com**

November 5, 2025

Ms. Katie Sommers, Director of Bureau of Policy and Grants
Wisconsin Emergency Management
P.O. Box 7865
Madison, WI 53707

Re: Pre-Disaster Flood Resilience (PDFR) Grant Authorization and Match Commitment
Letter.
City of Stevens Point, Wisconsin (City)

To Whom It May Concern:

The City of Stevens Point Common Council Resolution (TBD) authorizes the City's participation in the PDFR Grant program to pursue the Northern Stevens Point Flood Study for the 2026 PDFR Grant Project. The project funded by this grant would provide a flood study and alternatives analysis for several watersheds throughout the City to help mitigate existing flooding and strengthen flood resilience in the project watersheds.

The City of Stevens Point Common Council Resolution (TBD) commits to expending funds for the grant project and to be responsible for any costs in excess of the estimated budget. The City understands as part of the grant application, a non-federal local match is required. The City commits to providing at least 25 percent of the total cost for the flood study and will be responsible for costs in excess of the grant awarded, and acknowledge the grants are capped at \$300,000 state share. The local match for the flood study is available through the Stormwater Fund starting in 2026.

Best Regards,

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

Joel Lemke
Director

**City of Stevens Point
Department of
Public Utilities &
Transportation**



**Joel C Lemke
Director
Phone: 715-345-5266
jlemke@stevenspoint.com**

November 5, 2025

Ms. Katie Sommers, Director of Bureau of Policy and Grants
Wisconsin Emergency Management
P.O. Box 7865
Madison, WI 53707

Re: Pre-Disaster Flood Resilience (PDFR) Applicant Commitment Letter
City of Stevens Point, Wisconsin (City)

To Whom It May Concern:

The City commits to fulfilling all requirements of the PDFR Grant program contained in state program guidelines including the submission of all appropriate forms and that the project will meet all applicable local codes and standards as well as other appropriate state requirements.

Best Regards,

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

Joel Lemke
Director

RESOLUTION

WHEREAS, Wisconsin Emergency Management administers the Pre-Disaster Flood Resilience (PDFR) Grant Program which offers financial assistance to local units of government for mitigating existing flooding and strengthening flood resilience in local watersheds; and

WHEREAS, based upon the current Capital Improvement Program schedule and budgets, this grant application will assist the City of Stevens Point (City) in studying several watersheds throughout the City to help mitigate flooding; and

WHEREAS, the approval of this resolution allows staff to submit the grant application, which, if awarded, will reduce the City cost of the Project.

NOW THEREFORE BE IT RESOLVED by the Stevens Point Common Council that the proper City officials are authorized and directed to execute any and all documents required for submittal of an application to Wisconsin Emergency Management for the Pre-Disaster Flood Resilience Grant Program, and are further authorized and directed, if said grants are awarded to accept such funds, pursuant to the terms of the grant application.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: November 6, 2025
Adopted: November 17, 2025

**City of Stevens Point
Department of
Public Utilities &
Transportation**



**Joel C Lemke
Director
Phone: 715-345-5266
jlemke@stevenspoint.com**

November 5, 2025

Commissioners,

Attached is a proposed ordinance amendment intended to do two things:

1. Add rates to the lateral line replacement fund (13.28) that were not copied from the Commissions approval in November of 2024 to the ordinance amendment that went to the following Common Council.
2. Create a program document that can be modified as needed by the Commission for the lateral line replacement fund.

Staff respectfully requests adoption of program document and approval of the ordinance amendment which will be forwarded to the Common Council.

Best Regards,

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

Joel Lemke
Director

**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 13.28 of the Revised Municipal Code, Lateral Line Replacement & Utility Affordability Fee, is hereby ~~created~~modified to read as follows:

13.28 LATERAL LINE REPLACEMENT & UTILITY AFFORDABILITY FEE. A lateral line replacement and utility affordability fee will be charged to all customers in the Residential customer class. This fee will be collected and segregated for the purpose of funding a program which covers expenses related to the repair and/or replacement of sewer laterals within the public right-of-way or in utility easements. Excess funds will be directed to other utility affordability programs for the benefit of utility customers in the Residential customer class. The program will be defined by a document developed and adopted by the Water and Sewerage Commission and will be publicly available.

Fee: \$1.89/month per Residential class customer

\$5.67/quarter per Residential class customer

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

APPROVED: _____
Mike Wiza, Mayor Date:

ATTEST: _____
Kari Yenter, City Clerk Date:

Dated: November 6, 2025
Approved: November 17, 2025
Published: November 21, 2025

**PROGRAM DOCUMENT DEFINING THE LATERAL LINE REPLACEMENT & UTILITY
AFFORDABILITY FEE PROGRAM (RMC 13.28)**

CITY OF STEVENS POINT, WISCONSIN.

Adopted 11/17/25

BACKGROUND: In November of 2024, the Water and Sewerage Commission of the City of Stevens Point established a fee that would be collected from all residential customer classes for the purpose of funding the repair/reconstruction of failed sewer laterals within the city right-of-way and/or easement areas in addition to other affordability programs. Chapter 13.28 of City Ordinances indicates that there will be a program document created and adopted by the Water and Sewerage Commission outlining the program and defining eligible expenses.

DESCRIPTION OF PROGRAM ELLIGIBLE EXPENSES:

1. Repair and/or replacement of a failed sewer lateral that serves a residential class utility customer. The decision to repair or replace the lateral is at the discretion of the Director of Public utilities. All costs associated with the work that takes place in the public right-of-way and/or easement are eligible program expenses.
2. Lining or bursting is eligible if the expense to open cut the repair/replacement is more or equal to the cost of lining or bursting the lateral. Since lining and bursting involves access to the homeowner's property, expenses up to the cost of the public side work (if open cut) are eligible including extending the liner or bursting process from the sewer main to the entry point of the liner or new pipe.

INELLIGIBLE EXPENSES:

1. Routine maintenance expenses such as jetting, cutting, flushing sewer laterals.
2. Installation of new laterals.
3. Off right-of-way work not associated with in right-of-way repair or replacement.
4. Work associated with premise plumbing (plumbing inside a residence).



November 5, 2025

MEMO

RE: Chapter 13, Storm Lateral Use Required

Commissioners,

In recent years the City has been installing laterals to properties during reconstruction projects if it was deemed to be necessary based on high groundwater or if the area has a high occurrence of sump pumps. These improvements, since the laterals were not there before, were assessed to the benefit properties.

In many situations, laterals were installed in neighborhoods where it was common that sump pumps discharge over sidewalks, out the face of the curb, down driveway aprons, or potentially on to neighboring properties.

Attached is a draft of a proposed ordinance amendment to add language requiring the use of storm laterals when they are present and it is clear that clear water is being discharged from a property on to an adjacent property or into the public right-of-way.

Best Regards,

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

Joel Lemke
Director

**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 13.29 of the Revised Municipal Code, Storm Lateral Use Required, is hereby **created** to read as follows:

13.29 STORM LATERAL USE REQUIRED. The use of existing storm laterals shall be required when a property is found to be discharging clear water from their sump pump, foundation drain system, or roof drains off their private property on to adjacent property or public right-of-way.

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

APPROVED: _____
Mike Wiza, Mayor Date:

ATTEST: _____
Kari Yenter, City Clerk Date:

Dated: November 6, 2025
Approved: November 17, 2025
Published: November 21, 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 Section 13.29 of the Revised Municipal Code, Storm Lateral Use Required, is hereby **created** to read as follows:

13.29 STORM LATERAL USE REQUIRED. The use of existing storm laterals shall be required when a property is found to be discharging clear water from their sump pump, foundation drain system, or roof drains off their private property on to adjacent property or public right-of-way.

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

APPROVED: _____
Mike Wiza, Mayor Date:

ATTEST: _____
Susan Pagel, City Clerk Date:

Dated: November 6, 2025
Approved: November 17, 2025
Published: November 26, 2025



To: City of Stevens Point Common Council

From: Jarod Kivela, Director of Community Development

Date: November 7, 2025

RE: Approval of Geotechnical Services Contract – Door2Dreams Residential Development and Surrounding Area

Background

In August 2025, the Finance Committee and Common Council approved up to \$100,000 for design and related professional services for subdivision infrastructure associated with the Door2Dreams Residential Development (see attached Rettler Corporation memo). The intent of that approval was to authorize not only Rettler's design work but also the associated outside professional services necessary to advance the project, including geotechnical exploration, wetland delineation, wetland recertification, and platting.

As the project progresses, the first required step is completion of geotechnical exploration and analysis to inform roadway, utility, and foundation design.

Proposal and Selection

Rettler Corporation solicited quotes from three qualified firms to perform the geotechnical services. ECS Midwest, LLC was the low bidder at \$13,010, and after review of qualifications and scope, Rettler recommended ECS Midwest as the preferred consultant.

ECS will conduct subsurface exploration, soil testing, and a geotechnical engineering report for the Door2Dreams site at 1000 Maria Drive. The work will include 29 test borings, laboratory analysis, and final recommendations for pavement, foundation, and stormwater design considerations

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.

Contract Review

The City Attorney reviewed the ECS contract and standard terms and conditions, made minor adjustments, and approved the document as to form. A copy of the final proposal and agreement is attached for reference.

Recommendation

Staff recommend that the Common Council approve the contract with ECS Midwest, LLC in the amount of \$13,010 for geotechnical services related to the Door2Dreams Residential Development.

Funding for this work was already approved under the prior authorization for professional services associated with the TID 11 subdivision design.



ECS Midwest, LLC

Proposal for Subsurface Exploration and
Geotechnical Engineering Services

Proposed Door2Dreams Residential Development

1000 Maria Drive
Stevens Points, Portage County, Wisconsin

ECS Proposal Number 59:7451-GP (Revision 1)

October 22, 2025



October 22, 2025

Mr. Jarod Kivela
Community Development Director
City of Stevens Point

Cc: Mr. Ryan Barz
Rettler Corporation
Email: rbarz@rettler.com

ECS Proposal No. 59:7451-GP (Revision 1)

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering
Proposed Door2Dreams Residential Development
1000 Maria Drive
Stevens Points, Portage County, Wisconsin

Dear Mr. Kivela:

As requested by Mr. Ryan Barz with Rettler Corporation on October 10, 2025, ECS Midwest, LLC (ECS) is pleased to present the following lump sum proposal for providing geotechnical subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

In preparing this proposal, we have had the opportunity to review the Request for Proposal, Site Location map, available geologic and geotechnical information for the general site vicinity, aerial photography, and discuss the overall project with you.

PROJECT DESCRIPTION

The project site is located at 1000 Maria Drive in the City of Stevens Point, Portage County, Wisconsin. Based on the information provided, ECS understands that the proposed development includes construction of a new residential complex comprising one (1) three-story apartment building with elevator, one (1) two-story townhome building, eight (8) one- to two-story small houses, and a community lodge with an adjacent parking lot north of Academy Avenue. Roadway and utility extensions along Meadow Street, Third Street, and Academy Avenue are also planned to support the Door2Dreams residential development. Site improvements will include stormwater management facilities and a recreation area. It is anticipated that all structures will be wood-framed, slab-on-grade buildings without basements. The planned traffic loadings and anticipated structural loads for the proposed foundations and floor slabs were not provided to ECS at the time of this proposal; however, it is anticipated that traffic will primarily consist of automobiles and buses.

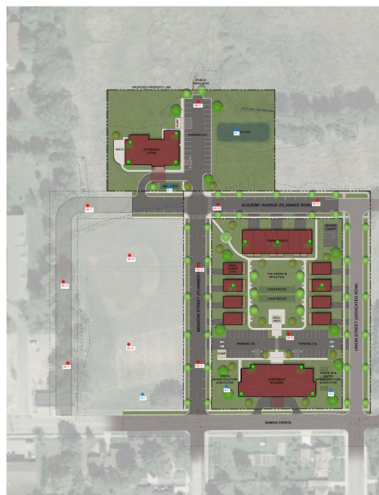
A subsurface exploration consisting of a series of test borings will be performed at the site to evaluate the subsurface conditions within the limits of the proposed construction site. The scope of services proposed for this geotechnical subsurface exploration and geotechnical engineering analysis is given in the following section.

BASE SCOPE OF SERVICES

Our integrated services will include drilling of test borings by drill crews guided by ECS, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of a geotechnical engineering report. Our proposed scope of services is as follows:

Field Exploration

- Rettler Corporation will stake field location of soil borings and provide elevations.
- Digger's Hotline will be contacted to mark utilities in the vicinity of the boring locations. ECS will work with the owner attempting to avoid private buried utilities. However, our base fee does not include contracting a private utility locator. We can include coordinating a private utility locator as an optional service, if requested.
- Mobilize a truck or ATV mounted drilling rig to the site.
- As requested, twenty-nine (29) standard penetration test borings will be performed for this exploration. Further, each of the borings will be advanced to a depth of 15 feet below the existing grade.
- The borings will be extended to the proposed depths below the existing ground surface unless auger refusal causes them to be terminated at a shallower depth.
- Standard Penetration Tests in general accordance with ASTM D1586, and/or thin-wall tube sampling techniques in general accordance with ASTM D1587, will be performed in each soil boring at standard intervals. In conjunction with the penetration testing, split-spoon soil samples will be recovered at each test depth. The approximate locations shown on the figure below:



- Measure depth of groundwater within each borehole at the time of drilling and prior to backfilling.
- Upon completion of subsurface exploration drilling, each of the boreholes will be backfilled in accordance with Wisconsin Administrative Code NR141. Excess soil cuttings from the borings will be thin spread at the boring locations. The owner should anticipate some rutting and marred surfaces in non-paved areas accessed for the borings. Our drill crew will minimize site disturbance as reasonably possible. Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted.
- Upon completion of drilling operations, the collected representative samples will be returned to our laboratory for further identification and testing.
- This proposal does not include the use of special OSHA or hazardous drilling techniques. The client should inform ECS of known environmental site conditions which could affect the health and safety of the drill crew.
- Complete rights-of-entry and access to the site are expected to be provided for us as a function of this proposal.

Laboratory Services

The subsurface exploration program will include limited laboratory testing, as we deem it necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.

As a minimum, we will perform calibrated hand penetrometer resistance tests on cohesive soil samples. We have also included up to two (2) Particle Size Distribution, two (2) Organic content test, and two (2) Percent passing the No. 200 sieve (P200) tests in our fee to evaluate the existing subgrade soils.

LABORATORY TEST	QUANTITY
Particle Size Distribution	2
Organic Content	2
Percent passing the No. 200 sieve (P200)	2

Engineering Report

Upon completion of testing and geotechnical engineering analysis, we will prepare a written geotechnical engineering report that presents our findings and recommendations. The geotechnical engineering report will include the following items:

- Observations from our site reconnaissance, including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to your planned construction.



- A subsurface characterization and a description of the field exploration and laboratory tests performed. Ground water concerns related to the planned construction, if any, will be summarized.
- Records of the field exploration (test boring logs) prepared in accordance with the local standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the boring logs or included on a separate test report sheet.
- Recommended allowable soil bearing pressure(s) for conventional shallow foundations (spread footings) and estimates of predicted foundation settlement. If the subsurface conditions preclude the economical use of a conventional shallow foundation system, we can provide additional recommendations for adequate intermediate foundations, ground improvement options, or deep foundations. An estimate to provide these additional recommendations, if needed, can be provided for your approval prior to proceeding.
- Slab-on-grade construction considerations, including range of subgrade modulus, subgrade improvements and under-slab subdrainage, if necessary.
- Design and construction recommendations for site retaining walls, including lateral earth pressures, sliding resistance coefficients, drainage recommendations, wall backfill recommendations, and allowable bearing pressure(s).
- Recommendations for utilities and site pavements (rigid and flexible) including pavement subgrade preparation and drainage, estimated CBR value, and subgrade modulus.
- Recommendations for seismic site classification in accordance with the International Building Code (IBC 2021).
- Soil Evaluation – Storm logs will be prepared for five (5) of the borings by a Wisconsin Certified Soil Tester for the stormwater infiltration borings and the report will include our opinion regarding the suitability of the site for stormwater infiltration.
- Evaluation of the on-site soils for reuse as engineered fill to support grade slabs and pavements. We will also include recommendations for compaction, testing frequency, and general suitable material guidelines.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related geotechnical engineering for this project.

ECS ADVANTAGES

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself in multiple disciplines to allow us to “Set the Standard of Service” for you, our clients.

Most notably:

- **Resources.** ECS has extensive experience in Wisconsin, which allows us to meet your schedule and project timeline requirements with efficient and well-informed recommendations. Our track record demonstrates our ability to execute quality services for your fast-paced projects.
- **Experience.** ECS has established an extensive subsurface database for all local geologies, allowing us to economically price subsurface explorations and offer the most appropriate techniques initially, not after the first phase of testing is complete.
- **Technology.** ECS utilizes Global Positioning System (GPS) services to more accurately locate borings in the field. This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- **Expertise.** ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services.

OPTIONAL SERVICES

In addition to the scope of services described previously, there are other services and alternative exploration techniques ECS can conduct that may benefit your project. We have provided a summary of these optional services in the following sections for your consideration.

Private Utility Clearance

We or our subcontracted driller will contact Digger's Hotline to locate underground utilities at the site, but our experience indicates that Digger's Hotline will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will locate our test boring/pit locations to avoid any underground utilities indicated by the Digger's Hotline locating system. However, we will not be responsible for any private utilities not pointed out to us by the landowner or client prior to drilling activities. **If private utilities are a concern, we can provide a private utility line locator to reduce your liability.** Please read the following section on private utility locator services. *[If desired, indicate the request of quote for private utility locate services on the attached Proposal Acceptance sheet.]*

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the Digger's Hotline services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited

to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

FEE

ECS will provide the requested Scope of Services for the **lump sum fee of \$13,010**. Estimated fees for the optional services are noted on the attached Proposal Acceptance Form. Our fee anticipates the site is accessible to a truck or ATV mounted drill rig and the soil borings can be performed during normal work hours (Monday - Friday, 7am to 5pm).

If additional services are requested or required based on differing site conditions, we will contact your office (or assigned representative) for verbal and written authorization for additional services.

SCHEDULE

In preparing this proposal, we anticipate the client will assist in the coordination of our access to the site with the current site owners/occupants. We anticipate being able to mobilize to the site within about 3 to 4 weeks after receiving authorization to proceed and notification that the appropriate on-site personnel have been informed and delineation of utility lines.

We anticipate the drilling operations will require approximately 4 days, and the laboratory testing and report preparation, after drilling is completed, will require approximately 5 to 10 days. Therefore, for time budget purposes, the base scope of services should take approximately 5 to 6 weeks from initial authorization through final report submission. Verbal comments on findings can typically be provided within 3 days of drilling completion, if requested. The above schedule values are estimates and are dependent on weather conditions and equipment/crew availability.

CLOSING

If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal.

Our insurance carrier requires that we receive written authorization prior to initiation of our services, and a signed contract prior to the release of any work product. This letter is an agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS Midwest, LLC

Yadi Pineda
Geotechnical Project Manager II
ypineda@ecslimited.com



Matthew Meyer, P.E.
Geotechnical Department Manager
mmeyer@ecslimited.com

Enclosures: Proposal Acceptance Sheet
 Quotation Information
 Terms and Conditions of Service

PROPOSAL ACCEPTANCE

Proposal No.: 59:7451-GP
Scope of Services: Subsurface Exploration and Geotechnical Engineering
Project: Proposed Door2Dreams Residential Development
Location: 1000 Maria Drive, Stevens Points, Portage County, Wisconsin
Base Services: \$13,010.00

Client Signature: _____ Date: _____
Printed Name: _____ Title: _____

Optional Services:
Private Utility Locating (Available Upon Request): Yes No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate services on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION
(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. of Contact Person: _____
Company Name: _____
Person/Title: _____
Billing Address: _____
Telephone Number: _____
Accounts Payable Email Address: _____
Client Project/Account Number: _____
Special Conditions for Invoice: _____

ECS offers an array of services to assist you with many phases of your project, including but not limited to:

Table with 3 columns of service categories: Phase I, II and III Environmental Site Assessments; Third Party Mechanical, Electrical, Plumbing Inspections Services; Building Envelope, Roofing, and Waterproofing Consultation.

Please indicate the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.



Proposal No. 59:7451-GP (hereinafter the "Proposal")

Client: City of Stevens Point.

**ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE**

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors

and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project. Nothing contained herein shall condition or constrain CLIENT'S ability to comply with Wis. Stats. S. 19.31 et. Seq., known as the Wisconsin Open Records Law, or any other law or regulation governing the use or disclosure of public records.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other

parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

18.1.1 **ECS' total aggregate liability to CLIENT shall not exceed \$2,000,000.**

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$1,000,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of Wisconsin, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



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
From: Chris Klesmith
CC: Jarod Kivela
Date: August 11, 2025
Subject: Request to Obtain Design Services for Subdivision Infrastructure in TID 11

Finance Committee -

Staff are requesting authorization to spend up to \$100,000 to retain professional services from Rettler Corporation to complete the roadway design for the extension of Meadow Street, Third Street, and Academy Avenue and associated services to establish the residential subdivision. Attached to this memo is the proposal provided by Rettler Corporation. Staff have previously worked with Rettler Corporation on the extension of Union Street to service the renovation project for the Sisters of Saint Joseph site and have provided services to Door2Dreams during their planning stages. Based on Rettler's prior knowledge/experience of the area, their work with Door2Dreams on their current development, and the nature of the development (close proximity of development elements requires cohesive planning to ensure everything works/meshes as it should), the Department of Public Works and Community Development Departments agree that contracting with Rettler for this work would be in the best interest of the development and community.

Securing these services and constructing these road extensions will be required to support the development agreement signed with Door2Dreams and their first phase of construction. As noted in the proposal provided by Rettler Corporation, the cost of design services for the entire subdivision is being divided between the City and Door2Dreams in order to reduce overall project costs to both entities. There are additional proposed costs for geotechnical work (~\$8,000), wetland recertification (~\$4,000), wetland delineation (~\$6,000), platting (~\$5,000), materials reviews (~\$4,000), and other steps that are anticipated to reach a total cost of \$97,000. While Rettler will help coordinate these items, they are not included in their proposal as they will subcontract these tasks to complete them. The result of the partnership is anticipated to be a predominantly owner-occupied residential subdivision adjacent to the Door2Dreams development.

Staff are making the request above to spend up to \$100,000 for services necessary to complete planning for the subdivision and extensions of Meadow Street, Third Street, and Academy Avenue, promoting adherence to Door2Dreams' construction schedule and availability of additional residential parcels to the community.

Cheers,

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

MEADOW STREET, ACADEMY AVENUE & THIRD STREET EXTENSION
ROADWAY DESIGN PROPOSAL

July 18, 2025

City of Stevens Point
Attn: Jarod Kivela – Community Development Director
1515 Strongs Avenue
Stevens Point, WI 54481

Re: Meadow Street, Academy Avenue & Third Street Extension
Rettler Corporation Professional Services Proposal

Dear Mr. Kivela:

Thank you for requesting a proposal for roadway design work for new roadways adjacent to Maria Drive. The attached Professional Services Proposal outlines the scope of services we will provide, and identifies the level of compensation for the design of Meadow Street, Academy Avenue and Third Street.

Please do not hesitate to contact us with questions or clarifications on this information.

Sincerely,



Michael K. Helmrick, PLA
Project Manager, Partner

Encl; Professional Services Agreement

MEADOW STREET, ACADEMY AVENUE & THIRD STREET EXTENSION ROADWAY DESIGN PROPOSAL

PROFESSIONAL DESIGN SCOPE OF SERVICES:

Door 2 Dreams (D2D) is planning a development in the area of Union Street and Meadow Street north of Maria Drive. Adjacent to this development, the City of Stevens Point (City) plans to construct approximately 470 LF of Meadow Street north of Maria Drive, approximately 450 LF of Academy Avenue west of Union Street and 470 LF of Third Street on the western edge of the parcel to access and serve utilities to D2D and a proposed residential development.

The Meadow Street, Academy Avenue and Third Street roadway design will include an urban roadway typical section including curb and gutter, sidewalk, green/landscape space, parallel parking spaces, storm sewer, sanitary sewer, and watermain.

To assist the City of Stevens Point in this effort, Rettler Corporation (Rettler) proposes to provide the following services.

I. Data Collection

- A. Obtain available plans and mapping from the City of Stevens Point, WDNR and completed Rettler surveys and construction documents from past projects on the convent property.
- B. Conduct a topographic verification survey of the site adequate to develop a comprehensive base map and existing site plan for the area impacted by the proposed improvements with conventional topographic survey methods. The survey will allow for the development of 1-foot contour elevation data and will identify all major topographic features. This topographic survey will be used in the development of site design documents for the proposed development and for applying for necessary permits.
- C. Utility information will be based on information provided by others; (diggers hotline locate). Any private utilities need to be made available to the Surveyor so that they may be shown on the map. If necessary, Rettler Corporation can retain a private utility locator to locate private utilities. Cost of a private utility locate will be a direct reimbursable to the Owner.
- D. Rettler Corporation will coordinate with a geotechnical firm to conduct soil borings and prepare a geotechnical report. Rettler Corporation will produce an RFP, obtain multiple quotes on behalf of the Owner and coordinate boring work as part of this proposal. The geotechnical firm will be contracted directly with the Owner.
 1. The number, location and type of soil borings will be coordinated with the Owner and Architect.
 2. The results will be used to assist in developing estimates of probable construction cost for site development elements, will be used to obtain necessary DNR permits and will be used in the development of construction plans and specifications.
- E. Review existing wetland delineation previously completed.
- F. Meet with City staff to discuss existing site conditions, the proposed Door 2 Dreams adjacent development, future developments in adjacent parcels and identify goals and objectives for the roadway and utility design.

MEADOW STREET, ACADEMY AVENUE & THIRD STREET EXTENSION ROADWAY DESIGN PROPOSAL

II. Construction Bid Documents and Permitting

- A. Rettler Corporation to provide 30%, 60% and 90% completion reviews for this project.
- B. Provide construction bidding documents based upon approved development program.
- C. Provide copies of the construction documents to the Owner.
 - 1. Drawings as required
 - a. Title sheet
 - b. Typical sections
 - c. Construction details
 - d. Erosion Control plan
 - e. Layout and Paving grades
 - f. Utility plan and profile
 - g. Sanitary sewer, storm sewer, and watermain schedules
 - h. Pavement marking and permanent signing
 - i. Traffic control
 - j. Roadway plan and profile
 - k. Cross sections
 - l. City standard details
 - m. Earthwork data
 - 2. Project Specifications
 - a. Utilize City standard specifications to develop technical specifications for bidding
- D. Stormwater and Utility Design and Permitting
 - 1. Prepare a stormwater management plan for the site. Obtain approvals from the City of Stevens Point and Wisconsin Department of Natural Resources (WDNR) for the proposed improvements.
 - 2. Prepare, submit, and obtain approval of a WDNR Notice of Intent Storm Water and Erosion Control permit.
 - 3. Prepare water and sanitary utility extension plans. Obtain approvals from the City of Stevens Point and WDNR for sanitary sewer and watermain extensions.
 - 4. Determine with City and Door 2 Dreams if WDNR permitting should be done separately or one permit for the roadways and site development.
- E. Wetland Permitting
 - 1. Coordinate wetland impacts with DNR.
 - 2. For the wetlands adjacent to the proposed gathering lodge and within the proposed roadways, prepare a WDNR individual wetland permit for wetland fills that are necessary for the site development. Coordination will occur with the DNR for finalizing.
 - 3. The existing wetland delineation is outside the timeframe that DNR allows. Rettler will review with DNR if the report will still be acceptable to use for permitting. If not, then the report will have to be recertified. A wetland delineation of the southern end of the proposed Third Street will be needed as this area was not included in the limits of the prior delineation. Rettler will coordinate this work with the wetland delineator, and the cost of the wetland delineators services will be direct with Owner.
 - 4. For the potentially exempt wetlands adjacent to the baseball field outfield fence; Confirm with the DNR that these are exempt wetlands and file the necessary permit

MEADOW STREET, ACADEMY AVENUE & THIRD STREET EXTENSION

ROADWAY DESIGN PROPOSAL

applications for filling of those wetlands. If not exempt, review with the DNR options for filling the wetlands and necessary permits.

F. Bidding Phase

1. Provide plan sets and full bidding documents following the Owner's template for bidding (anticipated digital bid package, plan printing and mailing to be direct reimbursable paid by Owner if utilized).
2. Respond to questions during bidding and provide timely addenda documents as required.
3. Provide review of Contractor bids with Owner and provide recommendation of selected Contractors.

III. Assumptions

- A. The development of an Environmental Assessment including review of existing site and buildings for the presence of hazardous materials, and archaeological, threatened and endangered species and culturally significant resource screening for the project site are not within the scope of this Agreement.
- B. Geotechnical Services and Wetland Delineation Services are not within the scope of this Agreement. Rettler Corporation will coordinate both consultants as part of our scope of work. The Door 2 Dreams site development and roadways will both require these services, and a cost share of these items are to be reviewed along with who will be the contracting agency for the services. The cost of purchasing wetland mitigation credits are not included in this Agreement.
- C. A formal Traffic Impact Analysis is not within the scope of this agreement.
- D. Construction related services are not within the scope of this initial Agreement and will be provided for an additional fee as project needs warrant.
- E. Property, CSM, subdivision plat and construction survey services are not within the scope of this initial Agreement and will be provided for an additional fee as project needs warrant.
- F. Additional Services
 1. As-built drawings
 2. Color renderings beyond those specified.
 3. Floodplain permitting
 4. Traffic impact analysis
 5. Preparation of addenda and construction bulletins resulting from a change in scope by Owner/Architect after schematic design and site program are complete.
 6. Analysis of LEED Sustainable Site Credits for the project.
 7. Calculations, documentation, or submittals for LEED Certification.
 8. Preparing and submitting any grants

**MEADOW STREET, ACADEMY AVENUE & THIRD STREET EXTENSION
ROADWAY DESIGN PROPOSAL**

IV. Compensation for Services

- A. Rettler Corporation will bill the following lump sum fees.
- B. If the Owner, changes the Scope of Services after initiation of services, the Consultant has the right to renegotiate the compensation for the charged services.
- C. All governmental fees will be paid directly by the Owner.
- D. Periodic invoices will be submitted on a 30-day basis. The billing amount will be determined based upon the current percent completion of services.

V. Schedule of Payment

- A. Topographic Survey of residential development and roadway (Third Street) area to the west of proposed Meadow Street.....\$3,800.00
- B. Roadway Design and Permitting Lump Sum.....\$52,200.00
 - 1. **The cost of the topographic survey for the Door 2 Dreams sites and roadway areas of Meadow Street and Academy Ave are currently in the Door 2 Dreams proposal at a total cost of \$6,800.00. A proposed cost share of the \$6,800 would be \$1,800 to the City for roadway areas and \$5,000 for the D2D site.*
 - 2. *The anticipated overall cost of the geotechnical borings and report is \$12,000 to \$15,000 for the D2D site, roadways and residential development site to the west. A proposed cost share is 50/50 for the cost of the report and mobilization and per vertical foot cost of boring applied to the specific project. (The pricing from the proposing geotechnical firms will be broken into unit pricing to allow for allocating the cost shares appropriately).*
 - 3. *Wetland Recertification is estimated between \$4,000 to \$6,000 for the D2D and City development site/roadways. A proposed cost share for the work is 50/50.*
 - 4. *Wetland Delineation of the southern end of the proposed Third Street is estimated between \$4,000 to \$6,000 and would be proposed a cost of the City.*

VI. Contract Agreement

- A. This proposal shall remain firm for a period of ninety (90) days after the date indicated below, as executed by Rettler Corporation. The proposal may be withdrawn or renegotiated after this time.

Rettler Corporation



**Michael K. Helmrick, PLA
Project Manager, Partner**

07/18/2025

Date

City of Stevens Point

Authorized Signature

Date

**MEADOW STREET, ACADEMY AVENUE & THIRD STREET EXTENSION
ROADWAY DESIGN PROPOSAL**

STANDARD AGREEMENT PROVISIONS

1. The Owner, upon receipt of monthly invoices shall make payments to the Landscape Architect /Engineer under this Agreement for Services. Payment is due within thirty (30) days of invoice date. Amounts unpaid after 30 days will bear interest of 1½% per month (18% annually) until paid. Rettler Corporation reserves the right to cease or suspend services if amounts remain unpaid after 60 days.
2. The law of The State of Wisconsin will govern this agreement.
3. The Owner and the Landscape Architect /Engineer agree to attempt to settle any disputes arising out of or relating to this agreement by mediation. The mediator shall be a neutral third party, such person to be agreeable for this purpose to both parties. The cost of such mediator to be born equally by both parties.
4. Either party upon not less than seven days written notice may terminate this Agreement. At such time the Landscape Architect /Engineer shall be compensated for work performed and expenses incurred prior to written notice of termination.
5. The owner agrees to LIMIT THE ARCHITECT'S LIABILITY to the owner, due to the Landscape Architect /Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Landscape Architect/Engineer shall not exceed \$1,000,000 per occurrence of \$1,000,000 aggregate.
6. The Landscape Architect/Engineer shall have no responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other persons performing any of the work, or the failure of any of them to carry out the work in accordance with the contract documents.
7. The Landscape Architect / Engineer shall have no responsibility for the discovery, identification, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site(s), including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
8. Unless otherwise agreed to in writing, compensation for services performed under this Agreement shall not be contingent on the Project proceeding into implementation and construction.
9. All documents produced by the Landscape Architect/Engineer for use on this project including, but not limited to, preliminary sketches, renderings, final contract documents and specifications are instruments or service for use solely on this project. The Landscape Architect/Engineer is the author of such documents and retains all ownership, statutory and reserved rights, including copyright. Such documents and the resultant architectural work (built project) are protected under federal copyright law, specifically the Architectural Works Copyright Protection Act of 1990. Copying documents for bidding and construction can be done only for use on this project and shall not constitute publication. The Owner shall not use or cause the use of these documents on other projects, or on additions to this project without the permission of and compensation to the Landscape Architect /Engineer.

Authorized Representative's Initials: _____



MEMORANDUM

To: City of Stevens Point Plan Commission and Common Council

From: Jarod Kivela, Director of Community Development

Date: October 29, 2025

RE: Forest Creek Subdivision – Request to Combine Lots

A request has been submitted regarding two remaining small lots within the Forest Creek Subdivision. The developer, who previously purchased and constructed single-family slab-on-grade homes on two of the four small lots in this block, is seeking to purchase the remaining two lots (each approximately 5,040 square feet) and combine them into a single parcel totaling 10,080 square feet.

After evaluating the site, the developer has indicated that building on the final corner lot as a standalone single-family home would be challenging given its configuration and grading. The developer does not specialize in zero-lot-line or duplex construction and would prefer to combine the lots to construct one additional single-family home consistent with their prior development in the subdivision.

Staff has reviewed the request with City building inspectors and evaluated it against applicable zoning standards. While construction of two single-family homes would not be impossible, it is not considered ideal based on site conditions and lot layout.

Staff is therefore bringing this request forward to the Plan Commission and Common Council for direction. The options available include:

1. Approving the combination and sale of the two lots to the developer for construction of a single-family home; or
2. Maintaining the lots as separate parcels for potential development as a duplex, zero-lot-line homes, or two smaller single-family homes by a future builder.

Staff seeks input from the Plan Commission and Council regarding the preferred course of action.

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
1515 Strongs Avenue
Stevens Point, WI 54481-3594



Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
Fax: 715-346-1683

November 6, 2025

To: Finance Committee, Common Council

Subject: Claim-Douglas Lawrence: Bicyclist collided with city-owned vehicle

We received the attached claim from a law firm representing Douglas Lawrence, related to a collision that occurred between a bicyclist and a city-owned vehicle. The city-owned vehicle was making a right turn into the parking lot at 933 Michigan Ave., and a bicyclist struck the city vehicle on the side as it was turning, sustaining injuries.

The police did investigate the incident, and did not issue a citation to either party, which is a key factor in determining if one party is liable. Also, the police report did not cite any contributing factors on the part of our driver, but did list "improper passing" as a contributing factor by the bicyclist. Based on this, the recommendation from our insurance company is to deny the claim.

Note that the claim is for just over \$1.2 million. However, under Wisconsin Statute 345.05(3) the limit of liability for a municipality involved in a vehicle accident is limited to \$250,000.

Finally, keep in mind that our deductible is \$50,000. Many of our claims are less than this amount, and therefore we get to make our own decisions on how to handle those claims. However, in this case our insurance company does carry the bulk of the potential liability, so we do need to follow their direction.

From: [Allison C. De Franze](#)
To: [Corey Ladick](#)
Subject: Lawrence v City of Stevens Point
Date: Wednesday, October 15, 2025 4:20:32 PM

Hi Corey,

I am in receipt of the claim that has been filed by Douglas Lawrence against the City of Stevens Point, for an accident in which Mr. Lawrence's bicycle ran into the side of a city vehicle on August 22, 2023. As you are aware, the City of Stevens Point is self-insured up to \$50,000, and should the City decide to settle this matter within their self-insured retention, the settlement would come from City funds.



In reviewing all submitted claim documentation including the employee statement and police report, I note that that Mr. Lawrence is liable for this loss for improper passing.

The burden of proof is on the claimant to prove that his damages occurred as a result of the city's negligent actions. Since there is no proof that this is the case, it is my recommendation that this claim be denied.

Please feel free to contact me if you have any questions or would like to discuss further.

Thank you,

CITY OF STEVENS POINT EMPLOYEE INJURY/ILLNESS REPORT FORM

Employee Name (First, Middle, Last) Todd A. Pliska		Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Employee Home Telephone No. (715) 342-9593		
Employee Home Street Address 1423 Robin Lane		City Stevens Point	State WI	Zip Code 54481	Occupation Handyman
Birth Date 9-30-71	Date of Hire	County and State where incident or exposure occurred Portage			
Injury Date Mo / Day / Yr 8-22-23	Time of Injury 9:05 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	Last Day Worked Mo / Day / Yr	Date Employer Notified Mo / Day / Yr 8-22-23	Shift working at time of incident (i.e., 7:00 – 4:00) 7:00 AM - 3:00 PM	<input type="checkbox"/> Did you leave work? <input type="checkbox"/> Estimated Date of Return
Hours worked prior to injury 2 Hours Before		Location where injury occurred -- be as specific as possible. 933 Michigan Ave			
Were you or do you anticipate being treated by a medical professional for this injury or illness? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Were you hospitalized for this injury or illness? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Name and address of medical professional and/or hospital:					
AREA INJURED					
1 <input type="checkbox"/> Head		9 <input type="checkbox"/> Finger: Specify		15 <input type="checkbox"/> Knee L <input type="checkbox"/> R <input type="checkbox"/>	
2 <input type="checkbox"/> Eye L <input type="checkbox"/> R <input type="checkbox"/>		10 <input type="checkbox"/> Chest		16 <input type="checkbox"/> Ankle L <input type="checkbox"/> R <input type="checkbox"/>	
3 <input type="checkbox"/> Back		11 <input type="checkbox"/> Abdomen		17 <input type="checkbox"/> Foot L <input type="checkbox"/> R <input type="checkbox"/>	
4 <input type="checkbox"/> Shoulder L <input type="checkbox"/> R <input type="checkbox"/>		12 <input type="checkbox"/> Pelvis		18 <input type="checkbox"/> Toe: Specify	
5 <input type="checkbox"/> Arm L <input type="checkbox"/> R <input type="checkbox"/>		13 <input type="checkbox"/> Hip L <input type="checkbox"/> R <input type="checkbox"/>		19 <input type="checkbox"/> Other	
6 <input type="checkbox"/> Elbow L <input type="checkbox"/> R <input type="checkbox"/>		14 <input type="checkbox"/> Leg L <input type="checkbox"/> R <input type="checkbox"/>			
7 <input type="checkbox"/> Wrist L <input type="checkbox"/> R <input type="checkbox"/>					
8 <input type="checkbox"/> Hand L <input type="checkbox"/> R <input type="checkbox"/>					
TYPE OF INJURY					
1 <input type="checkbox"/> Abrasion		7 <input type="checkbox"/> Cut / Laceration		13 <input type="checkbox"/> Puncture	
2 <input type="checkbox"/> Amputation		8 <input type="checkbox"/> Foreign Body		14 <input type="checkbox"/> Rash / Dermatitis	
3 <input type="checkbox"/> Bite		9 <input type="checkbox"/> Fracture		15 <input type="checkbox"/> Respiratory	
4 <input type="checkbox"/> Bruise		10 <input type="checkbox"/> Hearing Impaired		16 <input type="checkbox"/> Strain / Sprain	
5 <input type="checkbox"/> Burn		11 <input type="checkbox"/> Infection		17 <input type="checkbox"/> Other	
6 <input type="checkbox"/> Concussion		12 <input type="checkbox"/> Pain			
Employee Account of Injury: Describe your activities when injury or illness occurred and what tools, machinery, objects, chemicals, etc. were involved.					
What happened to cause this injury or illness? (Describe how the injury occurred).					
Describe your injury or illness. (State the part of body affected and how it was affected).					
In your opinion, list the ways a similar occurrence could be prevented in the future. (e.g., equipment, training, procedures, etc.)					
<input type="checkbox"/> Additional Page(s) attached.					
Witness(es) – Names of all employees and non-employees who witnessed your injury or illness. (Use additional page if necessary).					
Employee Signature: 				Date Signed 8-22-23	
Supervisor Signature: 				Date Signed 8-22-23	

FAX INJURY REPORT TO: <<INSERT NUMBER>>

Going to a Department meeting in City work van at the Rec Department. Put signal ~~light~~ light on work Van to make a right hand turn into the parking lot of 933 Michigan Ave. Checked side mirrors ~~and~~ before making turn into lot everything looked good, started making turn and a bicycle hit into passenger side door on work van. Got out to make sure that the person was OK. Pulled ~~van~~ van off of the roadway then went back to make sure he was OK, When I got ~~back~~ back to him and he said I ran into you. I then said don't worry about that lets make sure your OK. I then grabbed rubber gloves and some towels to put on the guys wrist. After Police rereport was talked about Officer did not cite me and said person should ~~not~~ have stopped and it was not my fault He ran into me. Accident occurred at 9:05 AM and left ~~the~~ accident scene approximately 9:50 AM. No damage to the city work van.

CITY OF STEVENS POINT SUPERVISOR INVESTIGATION OF INJURY/ILLNESS

Employee Name (First, Middle, Last) <u>Pliska, Todd</u>	Injury Date <u>Accident Bike</u> Mo / Day / Yr <u>8-22-23</u>
--	--

This form is to be completed by the employee's supervisor or departmental manager. Please provide information that will supplement the employee's report, noting circumstances which may have contributed to the injury or illness, such as weather conditions, use of protective safety equipment, etc. Be thoughtful and thorough, seeking to identify operations, procedures, use of equipment or modification that could help reduce future incidents.

UNSAFE ACT / CONDITION:

- | | |
|---|---|
| <input type="checkbox"/> Housekeeping
<input type="checkbox"/> Work Practices
<input type="checkbox"/> Safeguarding devices
<input type="checkbox"/> Physical and environmental stresses
<input type="checkbox"/> Facility / design | <input type="checkbox"/> Materials / tools
<input type="checkbox"/> Hazards not recognized
<input type="checkbox"/> Protective equipment
<input type="checkbox"/> Exceeding limits (speeds, strengths, etc.) |
|---|---|

Other: Vehicle vs bike accident - City vehicle turned into Police Department Parking lot at 933 Michigan and bike ran into the side of the vehicle

CONTRIBUTING FACTORS:

No Damage to City vehicle observed

- | | |
|---|--|
| <input type="checkbox"/> Equipment failure
<input type="checkbox"/> Used wrong equipment
<input type="checkbox"/> Housekeeping / Maintenance
<input type="checkbox"/> Procedure Factors
<input type="checkbox"/> Improper Body Mechanics (ie: Improper Lifting, carrying)
<input type="checkbox"/> Slippery or defective floor / work surface
<input type="checkbox"/> Knowledge / skills lacking
<input type="checkbox"/> Substance abuse | <input type="checkbox"/> Repetitive Motion / Ergonomic
<input type="checkbox"/> Work Station / Ergonomic
<input type="checkbox"/> Failure to use protective equipment / devices
<input type="checkbox"/> Safety Policy / Rule Violation
<input type="checkbox"/> Unsafe Act
<input type="checkbox"/> Environmental exposure to toxic substance, noise, etc.
<input type="checkbox"/> Horseplay |
|---|--|

Other: According to the officer, the bicyclist failed to recognize the vehicle was turning - no citation or fault by driver according to the PD

CORRECTIVE ACTION (Attach additional pages, if necessary):

Action to be Taken to Prevent Recurrence:	Responsible Party:	Completion Date:
1		
2		
3		

Photos Attached.

Supervisor Signature: <u>Dan Keen</u>	Date Signed <u>8-22-23</u>
Department Manager Signature:	Date Signed

FAX INJURY REPORT TO: <<INSERT NUMBER>>

CITY OF STEVENS POINT EMPLOYEE INJURY/ILLNESS REPORT FORM

Employee Name (First, Middle, Last) <i>Thomas J. Lassa</i>		Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F		Employee Home Telephone No. <i>(715) 344-8030</i>	
Employee Home Street Address <i>926 6th Ave.</i>			City <i>Stevens Point WI</i>	State <i>WI</i>	Zip Code <i>54481</i>
Birth Date <i>—</i>		Date of Hire <i>—</i>		County and State where incident or exposure occurred <i>Portage WI 933 Michigan Ave</i>	
Injury Date Mo / Day / Yr <i>8-22-2023</i>	Time of Injury <i>9:05</i> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	Last Day Worked Mo / Day / Yr	Date Employer Notified Mo / Day / Yr	Shift working at time of incident (i.e., 7:00 – 4:00)	<input type="checkbox"/> Did you leave work? <input type="checkbox"/> Estimated Date of Return
Hours worked prior to injury		Location where injury occurred – be as specific as possible.			
Were you or do you anticipate being treated by a medical professional for this injury or illness? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Were you hospitalized for this injury or illness? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name and address of medical professional and/or hospital:					
AREA INJURED					
1 <input type="checkbox"/> Head		9 <input type="checkbox"/> Finger: Specify		15 <input type="checkbox"/> Knee L <input type="checkbox"/> R <input type="checkbox"/>	
2 <input type="checkbox"/> Eye L <input type="checkbox"/> R <input type="checkbox"/>		10 <input type="checkbox"/> Chest		16 <input type="checkbox"/> Ankle L <input type="checkbox"/> R <input type="checkbox"/>	
3 <input type="checkbox"/> Back		11 <input type="checkbox"/> Abdomen		17 <input type="checkbox"/> Foot L <input type="checkbox"/> R <input type="checkbox"/>	
4 <input type="checkbox"/> Shoulder L <input type="checkbox"/> R <input type="checkbox"/>		12 <input type="checkbox"/> Pelvis		18 <input type="checkbox"/> Toe: Specify	
5 <input type="checkbox"/> Arm L <input type="checkbox"/> R <input type="checkbox"/>		13 <input type="checkbox"/> Hip L <input type="checkbox"/> R <input type="checkbox"/>		19 <input type="checkbox"/> Other	
6 <input type="checkbox"/> Elbow L <input type="checkbox"/> R <input type="checkbox"/>		14 <input type="checkbox"/> Leg L <input type="checkbox"/> R <input type="checkbox"/>			
7 <input type="checkbox"/> Wrist L <input type="checkbox"/> R <input type="checkbox"/>					
8 <input type="checkbox"/> Hand L <input type="checkbox"/> R <input type="checkbox"/>					
TYPE OF INJURY					
1 <input type="checkbox"/> Abrasion		7 <input type="checkbox"/> Cut / Laceration		13 <input type="checkbox"/> Puncture	
2 <input type="checkbox"/> Amputation		8 <input type="checkbox"/> Foreign Body		14 <input type="checkbox"/> Rash / Dermatitis	
3 <input type="checkbox"/> Bite		9 <input type="checkbox"/> Fracture		15 <input type="checkbox"/> Respiratory	
4 <input type="checkbox"/> Bruise		10 <input type="checkbox"/> Hearing Impaired		16 <input type="checkbox"/> Strain / Sprain	
5 <input type="checkbox"/> Burn		11 <input type="checkbox"/> Infection		17 <input type="checkbox"/> Other	
6 <input type="checkbox"/> Concussion		12 <input type="checkbox"/> Pain			
Employee Account of Injury: Describe your activities when injury or illness occurred and what tools, machinery, objects, chemicals, etc. were involved. <i>going to Rec department for meeting</i>					
What happened to cause this injury or illness? (Describe how the injury occurred). <i>turning into drive way at 933 Michigan Ave, bike hit front of maintenance truck on sidewalk truck driver</i>					
Describe your injury or illness. (State the part of body affected and how it was affected).					
In your opinion, list the ways a similar occurrence could be prevented in the future. (e.g., equipment, training, procedures, etc.)					
<input type="checkbox"/> Additional Page(s) attached.					
Witness(es) – Names of all employees and non-employees who witnessed your injury or illness. (Use additional page if necessary).					
Employee Signature: <i>Thomas J. Lassa</i>				Date Signed <i>8-22-2023</i>	
Supervisor Signature: <i>Dan</i>				Date Signed <i>8-22-23</i>	

FAX INJURY REPORT TO: <<INSERT NUMBER>>

I was the passenger with Todd *8-22-2023*
Thomas J. Lassa
 Page 108 of 359

NOTICE OF CLAIM ON BEHALF OF DOUGLAS J. LAWRENCE

TO: **City of Stevens Point**
c/o Susan Pagel, City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481



PLEASE TAKE NOTICE:

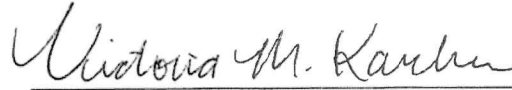
Douglas J. Lawrence, having previously given the City of Stevens Point, Wisconsin notice of the circumstances of his claim, hereby makes a claim against the City of Stevens Point, Wisconsin as follows:

1. Douglas J. Lawrence is an adult resident of the State of Wisconsin and resides at 1017 Wisconsin Street, Stevens Point, Wisconsin, 54481.
2. Please note that this claim is presented pursuant to Wis. Stat. § 893.80(1d)(b). Attached hereto is a copy of the Notice of Circumstances of Claim which was previously served upon the City of Stevens Point and Todd A. Pliska, pursuant to Wis. Stat. § 893.80(1d)(a).
3. Douglas J. Lawrence hereby makes a claim for damages arising from injuries he sustained in a bicycle versus motor vehicle accident which occurred on August 22, 2023, and hereby seeks damages for the following items:
 - A. Past medical expenses in the amount of \$84,459.29.
 - B. Past wage loss in the amount of \$71,366.85.
 - C. Future wage loss in the amount of \$245,122.80.
 - D. Past and future pain, suffering and disability in the amount of \$800,000.00.
4. Douglas J. Lawrence hereby demands \$1,200,948.94 to settle his claim.

*10/15/25, 8:10A
Charlie Knapp*

Dated October 6, 2025.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Douglas J. Lawrence

A handwritten signature in cursive script that reads "Victoria M. Karcher". The signature is written in black ink and is positioned above a horizontal line.

Victoria M. Karcher
State Bar No. 1077482

Address:
227110 Harrier Avenue
P. O. Box 1987
Wausau, WI 54402-1987

NOTICE OF CIRCUMSTANCES OF CLAIM
ON BEHALF OF DOUGLAS J. LAWRENCE

TO: **City of Stevens Point**
c/o Kari Yenter, City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

Todd A. Pliska
1423 Robin Lane
Stevens Point, WI 54481

1. Douglas J. Lawrence is an adult resident of the State of Wisconsin, at all times material hereto residing at 1017 Wisconsin Street, Stevens Point, Wisconsin 54481, DOB: December 26, 1963.

2. On August 22, 2023, Douglas J. Lawrence was injured due to the negligence of Todd A. Pliska, who, upon information and belief, was at all times material hereto, an employee of the City of Stevens Point and/or acting on behalf of the City of Stevens Point.

3. Notice of the Circumstances of the Claim is as follows:

A. On August 22, 2023, Douglas J. Lawrence was a bicyclist traveling north on Michigan Avenue in the City of Stevens Point, Portage County, Wisconsin. At the same time, Todd A. Pliska was operating a City of Stevens Point vehicle north on Michigan Avenue when he turned right and collided with Mr. Lawrence. A copy of the Wisconsin Motor Vehicle Accident Report is attached as **Exhibit 1**.

B. At all times material hereto, the above-named parties had actual notice of the aforesaid incident.

4. The injuries and damages sustained by Douglas J. Lawrence were the direct and proximate result of the negligence of Todd A. Pliska, who was in the course of his employment or agency with the City of Stevens Point and/or was acting on behalf of the City of Stevens Point.

5. As a direct and proximate result of the negligence of the above-named parties, Douglas J. Lawrence suffered severe and permanent injuries and will be making a claim for damages.

6. This document is a NOTICE OF CIRCUMSTANCES OF CLAIM served in compliance with Wisconsin law, Sec. 893.80(1)(a).

7. This document is NOT a claim for damages. No claim for damages is made at this time.

Dated this 12th day of September, 2023.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Douglas J. Lawrence



Victoria M. Karcher
State Bar No. 1077482

Address:
227110 Harrier Avenue
P. O. Box 1987
Wausau, WI 54402-1987

20L1X84FB7
C23-09038

WISCONSIN MOTOR VEHICLE CRASH REPORT

STEVENS POINT POLICE DEPARTMENT
933 MICHIGAN AVE
STEVENS POINT, WI 54481
(715) 346-1500

20L1X84FB7

Document Number Override		Primary Crash Document #		Agency Crash Number C23-09038		Investigating Officer/Deputy OFFICER C. ONEIL	
Crash Date 08/22/2023		Crash Time 09:06 AM		Date Arrived 08/22/2023		Time Arrived 09:06 AM	
Date Notified 08/22/2023		Time Notified 09:06 AM		Total Units 02		Total Injured 01	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input checked="" type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed		<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description

<p>Diagram</p>	<p>Reconstruction By</p> <hr/> <p>Photos By</p> <hr/> <p>Additional Information BODY CAMERA VIDEO</p> <hr/> <div style="border: 2px solid black; background-color: yellow; padding: 5px; text-align: center;"> <p>EXHIBIT</p> <p>1</p> </div>
----------------	---

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

ON 08/22/2023 AT APPROX. 0906 HOURS, I, OFC. O'NEIL WAS DISPATCHED TO A BIKE VS MV CRASH AT THE DRIVEWAY ACCESS OF 933 MICHIGAN AVE. UPON ARRIVAL I IDENTIFIED THE DRIVER OF UNIT 2 AND THE CYCLIST OF UNIT 1 AND A WITNESS AND LEARNED THE FOLLOWING. BOTH UNITS WERE TRAVELING NB ON MICHIGAN AVE WITH UNIT 2 IN FRONT OF UNIT 1. UNIT 2 BEGAN A RIGHT TURN IN THE DRIVEWAY OF 933 MICHIGAN AVE WHEN UNIT 1 RODE TO THE RIGHT OF THE FOG LINE AND RODE INTO THE PASSENGER SIDE OF UNIT 2 IN THE DRIVEWAY. WITNESS STATED TO BE BEHIND UNIT 2 ON ROADWAY. IT IS TO BE NOTED THAT THE BICYCLE LANE FOR NB MICHIGAN ENDS AT THE INTERSECTION OF SIMS AVE BASED ON SIGN STATING SO LOCATED AT THE INTERSECTION. NO CITATIONS ISSUED. CYCLIST TRANSPORTED TO ASPIRUS WAUSAU HOSPITAL FOR SUSPECTED SERIOUS INJURIES. END OF NARRATIVE. OFC. O'NEIL, BODYCAM.

20L1X84FB7
C23-09038

WISCONSIN MOTOR VEHICLE
CRASH REPORT

STEVENS POINT POLICE DEPARTMENT
933 MICHIGAN AVE
STEVENS POINT, WI 54481
(715) 346-1500

Location

ON MICHIGAN AVE 52 FT N OF JERSEY ST IN THE CITY OF STEVENS POINT IN PORTAGE COUNTY	Latitude	Longitude
	44.52620205	-89.564580414
	X Coordinate	Y Coordinate
	296211.75	4933519
	Structure Type	NO STRUCTURE

Crash Scene

First Harmful Event	First Harmful Event Location	
MOTOR VEH IN TRANSPORT	ON ROADWAY	
Manner of Collision	Light Condition	
01 - ANGLE	DAYLIGHT	
Road Surface Condition(s)	Roadway Factor(s)	
DRY	NONE	
Environment Factor(s)		
NONE		
Weather Condition(s)		
CLEAR		
Animal Type	Relation To Trafficway	
	TRAFFICWAY - ON ROAD	
Crash Classification - Location	Crash Classification - Jurisdiction	
PUBLIC PROPERTY	NO SPECIAL JURISDICTION	
Tribal Land	Access Control	Special Study
	NO CONTROL	
Within Interchange Area	Junction Location	Intersection Type
NO	DRIVEWAY ACCESS-RELATED	NOT AN INTERSECTION
Closure Type	Reasons for Closure	
CLOSURE-ONE DIRECTION	LAW ENFORCEMENT, FIRE/EMS	
Date Initial Lane/Rd Closed	Time Initial Lane/Rd Closed	
08/22/2023	09:06 AM	
Date All Lanes Open	Time All Lanes Open	Date Scene Cleared
08/22/2023	09:56 AM	08/22/2023
		Time Scene Cleared
		09:56 AM

Unit Summary

UNIT 01	Unit Status	Vehicle Operating As Classification	Unit Type		
	IN TRANSIT	O CLASS	BICYCLE		
	Vehicle Type	Operating As Endorsements			
	BICYCLE				
	Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
	1		0	0	0
	Insurance?	Direction Of Travel	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit	Total Lanes
	NO	NORTHBOUND		25	1
	Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use		
	MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE		
Traffic Way	Traffic Control	Traffic Control Inoperative/Missing			
DIVIDED HWY W/O TRAFFIC BARRIER	NO CONTROL	NO			
Surface Type	Road Curvature	Road Grade			
BLACKTOP (BITUMINOUS)	STRAIGHT	LEVEL			
Truck Bus or HazMat					
NO					

Vehicle

01 01	License Plate Number	Plate Type	St	Country of Issuance
	Vehicle Identification Number	Make	Year	Model
				MOKWHEEL

20L1X84FB7
C23-09038

WISCONSIN MOTOR VEHICLE
CRASH REPORT

STEVENS POINT POLICE DEPARTMENT
933 MICHIGAN AVE
STEVENS POINT, WI 54481
(715) 346-1500

UNIT VEHICLE	Color DGR - GREEN, DARK	Body Style BI - BICYCLE	Bus Use															
	Initial Contact Point 12 - FRONT	Vehicle Damage 12 - FRONT	<table border="1"> <tr> <td>7</td><td>8</td><td>9</td><td>10</td><td>11</td> </tr> <tr> <td>6</td><td></td><td></td><td></td><td>12</td> </tr> <tr> <td>5</td><td>4</td><td>3</td><td>2</td><td>1</td> </tr> </table>	7	8	9	10	11	6				12	5	4	3	2	1
	7	8	9	10	11													
	6				12													
	5	4	3	2	1													
Extent Of Damage MINOR DAMAGE	Towed Due To Damage NOT TOWED		Vehicle Removed By															
What Driver Was Doing	Vehicle Factors																	
Driver Prior Action Other	NOT APPLICABLE																	
UNIT VEHICLE	Driver Actions																	
	Owner Name DOUGLAS JAMES LAWRENCE (715) 323-4987	Owner Address 1017 WISCONSIN ST STEVENS POINT, WI 54481 , US																
01 01	Sequence Of Events																	
	Event MOTOR VEH IN TRANSPORT																	
	Event																	
	Event																	
	Event																	
UNIT INDIVIDUAL	Bicyclist DOUGLAS JAMES LAWRENCE (715) 323-4987	Citations Issued 0	Sex MALE															
		Date of Birth 12/26/1963	Race WHITE															
	Address 1017 WISCONSIN ST STEVENS POINT, WI 54481 , US	Driver License Number L6521706346601 STATE: WISCONSIN COUNTRY: UNITED STATES																
	Safety Equipment		On Duty Crash	Safety Equipment														
Row 98 - NOT APPLICABLE	Seat Position	NONE																
Helmet Use	Helmet Compliance																	
Eye Protection	Tint Compliance																	
01 001	Injury	Injury Severity SUSPECTED SERIOUS INJUR	Airbag NOT APPLICABLE															
	Ejected NOT APPLICABLE	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT APPLICABLE															
	Medical Transport EMS GROUND	EMS Agency Identifier 6000728	EMS Run #															
	Hospital ASPIRUS WAUSAU HOSP	Date of Death	Time of Death															

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C23-09038

WISCONSIN MOTOR VEHICLE
CRASH REPORT

STEVENS POINT POLICE DEPARTMENT
933 MICHIGAN AVE
STEVENS POINT, WI 54481
(715) 346-1500

UNIT INDIVIDUAL 01 001	Distracted By		Distracted By Source UNKNOWN		
	Distracted By Action UNKNOWN				
	Non Motorist		Striking Unit # 02	Location DRIVEWAY ACCESS	
	Prior Action WALKING/CYCLING ALONG ROADWAY WITH TRAFFIC (IN OR ADJACENT TO TRAVEL LAN)				
	Action IMPROPER PASSING				
	Action Other			To/From School NO	
	Drug & Alcohol		Suspected Alcohol Use NO		Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
Individual Condition APPEARED NORMAL					

Unit Summary

UNIT 02	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type CARGO VAN (10,000 LBS OR LESS)				Operating As Endorsements	
	Total Occs 2		Train/Bus # Recorded		Total # Citations issued 0	
	Total Trailers 0		Total HazMat Types 0			
	Insurance? YES		Direction Of Travel NORTHBOUND		Pre Crash Tire Mark <input type="checkbox"/>	
	Speed Limit 25		Total Lanes 1			
	Most Harmful Event: Collision With PEDALCYCLE			Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
	Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER			Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
	Surface Type BLACKTOP (BITUMINOUS)			Road Curvature STRAIGHT		Road Grade LEVEL
	Truck Bus or HazMat NO					

Vehicle

02 02	License Plate Number 86456		Plate Type MUN - MUNICIPAL		St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1FDWE3FL3DDB01865		Make FORD		Year 2013	Model E350 SUPER
	Color WHI - WHITE		Body Style VN - VAN		Bus Use	
	Initial Contact Point 02 - RIGHT SIDE FRONT					

20L1X84FB7
C23-09038

WISCONSIN MOTOR VEHICLE
CRASH REPORT

STEVENS POINT POLICE DEPARTMENT
933 MICHIGAN AVE
STEVENS POINT, WI 54481
(715) 346-1500



UNIT VEHICLE	Vehicle Damage		00 - NO DAMAGE		
	Extent Of Damage NO DAMAGE		Towed Due To Damage NOT TOWED		
	Vehicle Removed By OPERATOR		What Driver Was Doing LEAVING TRAVEL LANE		
	Vehicle Factors NOT APPLICABLE		Driver Prior Action Other		
UNIT VEHICLE	Driver Actions NO CONTRIBUTING ACTION				
	Owner Name STEVENS POINT CITY		Owner Address 933 MICHIGAN AVE STEVENS POINT, WI 54481 , US		
02 02	Sequence Of Events				
	01	Event PEDALCYCLE			
	02	Event			
	03	Event			
04	Event				
UNIT	Policy Holder				
	Insurance Company CITIES-&VILLAGES-MUTUAL-INS-CO		Government STEVENS POINT CITY		
UNIT INDIVIDUAL	Driver TODD ALLEN PLISKA		Citations Issued 0	Sex MALE	
	Date of Birth 09/30/1971		Race WHITE		
	Address 1423 ROBIN LN STEVENS POINT, WI 54481 , US		Driver License Number P4208017135005 STATE: WISCONSIN COUNTRY: UNITED STATES		
	On Duty Crash		Safety Equipment		
02 002	Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT		
	Helmet Use		Helmet Compliance		
	Eye Protection		Tint Compliance		
	Injury	Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED		
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extricated NOT TRAPPED	
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #	
	Hospital		Date of Death	Time of Death	

20L1X84FB7
C23-09038

WISCONSIN MOTOR VEHICLE
CRASH REPORT

STEVENS POINT POLICE DEPARTMENT
933 MICHIGAN AVE
STEVENS POINT, WI 54481
(715) 346-1500

UNIT INDIVIDUAL	Distracted By Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
	Distracted By Action NOT DISTRACTED	
	Non Motorist	Striking Unit # Location
	Prior Action	
	Action	
	Action Other	
	To/From School	
	Drug & Alcohol Suspected Alcohol Use NO Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN	
	Alcohol Test Type Alcohol Test Results	
Drug Test Given TEST NOT GIVEN		
Drug Test Type Drug Test Results		
Drug Type		
Individual Condition APPEARED NORMAL		
UNIT INDIVIDUAL	Individual	
	Passenger THOMAS JAMES LASSA	Citations Issued 0 Sex MALE
	Date of Birth 02/01/1963	Race WHITE
	Address 926 6TH AVE STEVENS POINT, WI 54481 , US	Driver License Number L2008306304101 STATE: WISCONSIN COUNTRY: UNITED STATES
	Safety Equipment	On Duty Crash Safety Equipment
	Row 01 - FRONT ROW	Seat Position 09 - RIGHT SHOULDER & LAP BELT
	Helmet Use	Helmet Compliance
	Eye Protection	Tint Compliance
	Injury	Injury Severity NO APPARENT INJURY Airbag NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE
Trapped/Extricated NOT TRAPPED		
Medical Transport NOT TRANSPORTED	EMS Agency Identifier EMS Run #	
Hospital	Date of Death Time of Death	
Distracted By Distracted By Source		

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594



Corey D. Ladick
Comptroller-Treasurer

Phone: 715-346-1574
Fax: 715-346-1683

November 13, 2025

To: Common Council

Subject: 2026 Budget

Since the Finance Committee meeting on November 10th, the only change that has been made to the budget is incorporating the restoration of funding for the deer culling program, in the amount of \$5,000. As discussed during the committee meeting, we have also reduced the Levy for Contingencies line item by \$5,000 to offset this increase. This adjusts that line item from \$103,337 to \$98,337 which should still be adequate

A list of the proposed changes since the Finance Committee meeting is attached.

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date
11/12/2025	Add Deer Culling Back into Budget as per Committee me	100.51.19850.9050	LEVY FOR CONTINGENCIES	.00	-5,000.00	11/12/2025
11/12/2025	Add Deer Culling Back into Budget as per Committee me	100.54.40100.5862	DEER CULLING EXP.	5,000.00		11/12/2025
Total 26:				5,000.00	-5,000.00	
Grand Totals:				5,000.00	-5,000.00	

**RESOLUTION ADOPTING THE BUDGET FOR THE
CITY OF STEVENS POINT FOR THE YEAR 2026**

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that the foregoing and annexed summary budget for the City of Stevens Point for the year 2026 be and hereby is adopted and that the same be incorporated into the minutes of this meeting.

BE IT FURTHER RESOLVED, that the amounts set forth and designated in said budget be and are appropriated to the uses and purposes therein particularly set forth.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: November 12, 2025
Adopted: November 17, 2025

**RESOLUTION APPROPRIATING NECESSARY FUNDS FOR THE
CITY OF STEVENS POINT FOR THE YEAR 2026 AND
LEVYING TAX FOR THE YEAR 2025**

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that for the purpose of raising moneys necessary for general uses by the City of Stevens Point for the year 2026 there is hereby levied upon all taxable property, in the City, a tax in an amount sufficient to raise the amounts required by the budget for the City of Stevens Point and an irrevocable tax in the amount of \$22,386,286 for the year 2025.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: November 12, 2025
Adopted: November 17, 2025

**RESOLUTION PROVIDING FOR WRITING SPECIAL ASSESSMENTS INTO
THE TAX ROLL FOR 2025**

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that there be and is hereby levied against the following property, as described in the annexed roll, a special assessment tax for the purpose of collecting charges for special assessments and special charges and charges of the Water and Sewage Department.

Descriptions and amounts for all special assessments provided for in this resolution are listed in the **SPECIAL ASSESSMENT RECORD** entered in the **TAX ROLL FOR THE YEAR OF 2025**, recorded on file in the City Clerk's Office.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: November 12, 2025
Adopted: November 17, 2025

November 17, 2025

PRE-SALE REPORT FOR

City of Stevens Point, Wisconsin

**\$18,945,000 General Obligation Promissory Notes,
Series 2025A**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Casey Griffiths, Senior Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$18,945,000 General Obligation Promissory Notes, Series 2025A

Purposes:

The proposed issue includes financing for the following purposes:

Finance general capital projects including storm water improvements, and projects located within TID #5, #8, and #11. Debt service for general capital projects will be repaid by the levy. Debt service for TID projects will be paid with revenues of each TID. Debt service for storm water projects will be paid by storm water revenues, but rate adjustments are needed.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be approximately \$54,849,238, which is 35% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$99,777,012.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on February 1 in the years 2026 through 2035. Interest will be due every six months beginning February 1, 2026. The Notes will be subject to prepayment at the discretion of the City on February 1, 2033 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aa2". The City will request a new rating for the Notes.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks. An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City’s objectives for this financing.

Parameters:

The Common Council will consider adopting a Parameters Resolution on November 17, 2025, which delegates authority to the Comptroller/Treasurer and the Mayor to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$18,945,000
- * Maximum Bid of 105%
- * Minimum Bid of 99%
- * Maximum True Interest Cost (TIC) of 3.41%
- * Maturity Adjustments: Can increase or decrease by up to \$355,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City’s specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

G.O. with Planned Abatement: The issuer is abating all or a portion of G.O. debt service payments for the issue with tax incremental revenues and storm water utility revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP

Paying Agent: Bond Trust Services, if term bonds.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Parameters Resolution consideration by City Council:	November 17, 2025
Conference with Rating Agency:	Week of November 17, 2025
Due Diligence Call to Review Official Statement:	Week of November 24, 2025
Distribute Official Statement:	December 1, 2025
Designated Officials Award Sale of the Notes:	December 8, 2025
Estimated Closing Date:	December 29, 2025

Attachments

- Summary of Existing G.O. Debt
- Project List
- Estimated Sources and Uses of Funds
- Estimated Debt Service Schedule
- Tax Impact Analysis
- G.O. Debt Capacity

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Casey Griffiths, Senior Financial Specialist	(262) 796-6198
Sue Porter, Lead Public Finance Analyst	(262) 796-6167
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1
Existing G.O. Debt Base Case (Debt Service Fund)

City of Stevens Point, WI

Year Ending	Existing Debt												Year Ending
	Total G.O. Debt Payments	Total G.O. Debt Payments 2025A Notes	G.O. Debt Expense	Less: Room Tax	Less: Fund 250 Transfer	Less: Fund 400 Transfer	Less: Zenoff Turf Pledge	Net Debt Service Levy	Debt Service Levy Change From PY	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$200,000 Home	
2025	7,089,930		4,500	(30,000)	(10,000)	(250,000)	(30,000)	6,774,430		2,441,733,600	\$2.77	\$554.89	2025
2026	5,051,288	4,357,255	4,500	(30,000)	(10,000)	(219,500)		9,153,543	2,379,113	2,615,114,700	\$3.50	\$700.05	2026
2027	2,307,250		4,500	(30,000)	(10,000)	(200,000)		2,071,750	(7,081,793)	2,707,122,268	\$0.77	\$153.06	2027
2028	1,829,925		4,500	(30,000)	(10,000)	(200,000)		1,594,425	(477,325)	2,802,366,939	\$0.57	\$113.79	2028
2029	1,463,725		4,500	(30,000)	(10,000)	(200,000)		1,228,225	(366,200)	2,900,962,602	\$0.42	\$84.68	2029
2030	1,404,475		4,500	(30,000)	(10,000)	(200,000)		1,168,975	(59,250)	3,003,027,156	\$0.39	\$77.85	2030
2031	1,198,225		4,500	(30,000)	(10,000)	(200,000)		962,725	(206,250)	3,108,682,646	\$0.31	\$61.94	2031
2032	590,300		4,500	(30,000)	(10,000)	(200,000)		354,800	(607,925)	3,218,055,414	\$0.11	\$22.05	2032
2033	357,000		4,500	(30,000)	(10,000)	(200,000)		121,500	(233,300)	3,331,276,242	\$0.04	\$7.29	2033
2034	0							0	(121,500)	3,448,480,519	\$0.00	\$0.00	2034
Total	21,292,118	4,357,255	40,500	(270,000)	(90,000)	(1,869,500)	(30,000)	23,430,373					Total

Notes:

Legend:


 Represents +/- 25% Change over previous year

Table 2 Project List

City of Stevens Point, WI

Projects	Purpose/Dept.	Amount	Totals
CAMERA SYSTEMS/IMPROVEMENTS	General	33,950	33,950
WIFI UPGRADES/PROJECTS	General	10,471	10,471
NETWORK EQUIPMENT	General	7,544	7,544
GEN BLDG CONST - NEW CITY HALL	General	2,986,000	2,986,000
BUILDING MAINT/UPGRADES	General	50,000	50,000
IT EQUIPMENT	General	64,686	64,686
PHONE/DATA INFRASTRUCTURE	General	1,139	1,139
FIRE TRUCK	Fire	952,000	952,000
STAFF VEHICLE PURCHASES	Fire	55,588	55,588
RADIO REPLACEMENTS	Fire	111,893	111,893
GENERAL FIRE/RESCUE EQUIP	Fire	67,500	67,500
TURN OUT GEAR	Fire	35,000	35,000
STATION MAINTENANCE	Fire	10,000	10,000
TRAFFIC SIGNAL EQUIPMENT	DPW	9,159	9,159
SURVEY EQUIPMENT	DPW	32,954	32,954
GARBAGE TRUCK PURCHASE	DPW	779,591	779,591
SKID STEER	DPW	85,000	85,000
ASPHALT ROLLER	DPW	26,250	26,250
BACKHOE	DPW	165,000	165,000
EQUIPMENT ATTACHMENTS	DPW	60,000	60,000
SIDEWALK PROJECTS	DPW	5,149	5,149
BUILDING UPGRADES/STUDIES	DPW	134,296	134,296
POLICE CAMERAS	Police	1,086	1,086
POLICE DEPT VEHICLES	Police	226,050	226,050
RADIO EQUIPMENT UPGRADES	Police	551,963	551,963
PURCHASE PARKS VEHICLES	Parks	46,381	46,381
PIFFNER PARK IMPROVEMENTS	Parks	13,035	13,035
GOERKE PARK IMPROVEMENTS	Parks	35,180	35,180
GROHOLSKI PARK IMPROVEMENTS	Parks	19,138	19,138
PLOVER RIVER CROSSING TRAIL	Parks	56,735	56,735
ONGOING ROAD MAINTENANCE	Roads	403,391	403,391
STREET/UTILITY RECONSTRUCTION	Roads	4,200,000	4,200,000
RESURFACING PROJECTS	Roads	95,983	95,983
BUSINESS 51 CONSTRUCTION	Roads	34,233	34,233
BRIDGE PROJECTS	Roads	213,905	213,905
TRAFFIC SIGNALS	TID #8	400,000	400,000
ROAD PROJECT BUSINESS 51	TID #5	1,500,000	1,500,000
ROAD PROJECT BUSINESS 51	TID #11	1,500,000	1,500,000
STORM WATER MAINS	Storm Water	3,800,000	3,800,000
Total Costs		18,780,250	18,780,250

Table 3 Sources and Uses

City of Stevens Point, WI

		2025					
		G.O. Notes	Levy Portion	TID #8 Portion	TID #5 Portion	TID #11 Portion	Storm Water Portion
CIP Projects							
Levy Projects		11,580,250	11,580,250				
TID #8		400,000		400,000			
TID #5		1,500,000			1,500,000		
TID #11		1,500,000				1,500,000	
Storm Water		3,800,000					3,800,000
Subtotal Project Costs		18,780,250	11,580,250	400,000	1,500,000	1,500,000	3,800,000
CIP Projects		18,780,250	11,580,250	400,000	1,500,000	1,500,000	3,800,000
Estimated Issuance Expenses							
Municipal Advisor (Ehlers)		51,000	31,443	1,090	4,078	4,078	10,310
Bond Counsel		35,000	21,578	748	2,799	2,799	7,076
Rating Fee		29,000	17,879	620	2,319	2,319	5,863
Underwriter's Discount	10.00	189,450	116,800	4,050	15,150	15,150	38,300
Paying Agent		850	524	18	68	68	172
Subtotal Issuance Expenses		305,300	188,224	6,527	24,414	24,414	61,721
TOTAL TO BE FINANCED		19,085,550	11,768,474	406,527	1,524,414	1,524,414	3,861,721
Estimated Interest Earnings	3.00%	(140,852)	(86,852)	(3,000)	(11,250)	(11,250)	(28,500)
Assumed spend down (months)	3						
Rounding		302	(1,622)	1,473	1,836	1,836	(3,221)
NET ISSUE SIZE		18,945,000	11,680,000	405,000	1,515,000	1,515,000	3,830,000

Notes:

1) Project Total Estimates

Table 4 Allocation of Debt Service - 2025 G.O. Notes

City of Stevens Point, WI

Year Ending	Levy Portion				TID #8 Portion			TID #5 Portion		
	Principal	Est. Rate ¹	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2026	4,210,000	3.10%	144,817	4,354,817	200,000	4,138	204,138	185,000	23,780	208,780
2027	735,000	3.00%	216,882	951,882	205,000	3,075	208,075	175,000	37,105	212,105
2028	760,000	2.97%	194,571	954,571				180,000	31,807	211,807
2029	780,000	2.95%	171,780	951,780				185,000	26,405	211,405
2030	805,000	2.91%	148,562	953,562				190,000	20,912	210,912
2031	825,000	2.95%	124,681	949,681				195,000	15,271	210,271
2032	850,000	3.02%	99,677	949,677				200,000	9,375	209,375
2033	880,000	3.10%	73,202	953,202				205,000	3,178	208,178
2034	905,000	3.18%	45,173	950,173						
2035	930,000	3.31%	15,392	945,392						
Total	11,680,000		1,234,736	12,914,736	405,000	7,213	412,213	1,515,000	167,833	1,682,833

Notes:

1) Estimated Rate assumes TIC of 3.41%

Table 4 Allocation of Debt Service - 2025 G.O. Notes

City of Stevens Point, WI

TID #11 Portion			Storm Water Portion			Year Ending	Totals		
Principal	Interest	Total	Principal	Interest	Total		Principal (2/1)	Interest	Total
145,000	24,893	169,893	760,000	55,226	815,226	2026	5,500,000	252,855	5,752,855
135,000	39,786	174,786	735,000	79,739	814,739	2027	1,985,000	376,586	2,361,586
140,000	35,682	175,682	755,000	57,502	812,502	2028	1,835,000	319,561	2,154,561
145,000	31,464	176,464	780,000	34,785	814,785	2029	1,890,000	264,434	2,154,434
145,000	27,215	172,215	800,000	11,640	811,640	2030	1,940,000	208,330	2,148,330
150,000	22,893	172,893				2031	1,170,000	162,845	1,332,845
155,000	18,340	173,340				2032	1,205,000	127,392	1,332,392
160,000	13,520	173,520				2033	1,245,000	89,899	1,334,899
165,000	8,416	173,416				2034	1,070,000	53,589	1,123,589
175,000	2,896	177,896				2035	1,105,000	18,288	1,123,288
1,515,000	225,103	1,740,103	3,830,000	238,892	4,068,892	Total	18,945,000	1,873,778	20,818,778

Notes:

1) Estimated Rate assumes TIC of 3.41%

Table 5 Financing Plan Tax Impact

City of Stevens Point, WI

Year Ending	Existing Debt		Proposed Debt											Year Ending
	Net Debt Service Levy	Equalized Value (TID OUT)	2025 G.O. Notes 18,945,000 Dated: 12/30/2025 Total P&I	Abatements					Debt Service Levy		Taxes			
				Less: 2025 Funds	Less: TID #8	Less: TID #5	Less: TID #11	Less: Storm Water	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes \$200,000 Home	Annual Taxes 2025 Notes Only	
2026	9,153,543	2,615,114,700	5,752,855	(4,354,817)	(204,138)	(208,780)	(169,893)	(815,226)	9,153,543		\$3.50	\$700	\$333	2026
2027	2,071,750	2,707,122,268	2,361,586		(208,075)	(212,105)	(174,786)	(814,739)	3,023,632	(6,129,911)	\$1.12	\$223	\$70	2027
2028	1,594,425	2,802,366,939	2,154,561		0	(211,807)	(175,682)	(812,502)	2,548,996	(474,636)	\$0.91	\$182	\$68	2028
2029	1,228,225	2,900,962,602	2,154,434		0	(211,405)	(176,464)	(814,785)	2,180,005	(368,991)	\$0.75	\$150	\$66	2029
2030	1,168,975	3,003,027,156	2,148,330		0	(210,912)	(172,215)	(811,640)	2,122,537	(57,468)	\$0.71	\$141	\$64	2030
2031	962,725	3,108,682,646	1,332,845		0	(210,271)	(172,893)	0	1,912,406	(210,132)	\$0.62	\$123	\$61	2031
2032	354,800	3,218,055,414	1,332,392		0	(209,375)	(173,340)	0	1,304,477	(607,929)	\$0.41	\$81	\$59	2032
2033	121,500	3,331,276,242	1,334,899		0	(208,178)	(173,520)	0	1,074,702	(229,775)	\$0.32	\$65	\$57	2033
2034	0	3,448,480,519	1,123,589		0	0	(173,416)	0	950,173	(124,530)	\$0.28	\$55	\$55	2034
2035	0	3,569,808,393	1,123,288		0	0	(177,896)	0	945,392	(4,781)	\$0.26	\$53	\$53	2035
Total	16,655,943		20,818,778	(4,354,817)	(412,213)	(1,682,833)	(1,740,103)	(4,068,892)					\$886.05	Total

Total Cost of Financing Plan to Sample Taxpayer

Notes:

Table 6

General Obligation Debt Capacity Analysis - Impact of Financing Plan

City of Stevens Point, WI

Existing Debt				
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	% of Limit
2025	3,092,525,000	154,626,250	35,904,238	23.22%
2026	3,218,189,793	160,909,490	29,364,181	18.25%
2027	3,348,960,977	167,448,049	24,860,494	14.85%
2028	3,485,046,049	174,252,302	20,843,215	11.96%
2029	3,626,660,940	181,333,047	17,476,185	9.64%
2030	3,774,030,354	188,701,518	13,576,605	7.19%
2031	3,927,388,126	196,369,406	9,819,445	5.00%
2032	4,086,977,593	204,348,880	7,089,664	3.47%
2033	4,253,051,980	212,652,599	4,631,262	2.18%
2034	4,425,874,802	221,293,740	4,124,149	1.86%
2035	4,605,720,281	230,286,014	3,602,910	1.56%
2036	4,792,873,784	239,643,689	3,072,333	1.28%
2037	4,987,632,272	249,381,614	2,521,533	1.01%
2038	5,190,304,773	259,515,239	1,955,245	0.75%
2039	5,401,212,874	270,060,644	1,372,970	0.51%
2040	5,620,691,229	281,034,561	769,292	0.27%
2041	5,849,088,089	292,454,404	278,459	0.10%
2042	6,086,765,858	304,338,293	0	0.00%

Proposed Debt				
2025 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
18,945,000	\$54,849,238	35.47%	\$99,777,012	2025
13,445,000	\$42,809,181	26.60%	\$118,100,308	2026
11,460,000	\$36,320,494	21.69%	\$131,127,555	2027
9,625,000	\$30,468,215	17.49%	\$143,784,087	2028
7,735,000	\$25,211,185	13.90%	\$156,121,862	2029
5,795,000	\$19,371,605	10.27%	\$169,329,913	2030
4,625,000	\$14,444,445	7.36%	\$181,924,961	2031
3,420,000	\$10,509,664	5.14%	\$193,839,215	2032
2,175,000	\$6,806,262	3.20%	\$205,846,337	2033
1,105,000	\$5,229,149	2.36%	\$216,064,591	2034
0	\$3,602,910	1.56%	\$226,683,104	2035
	\$3,072,333	1.28%	\$236,571,356	2036
	\$2,521,533	1.01%	\$246,860,081	2037
	\$1,955,245	0.75%	\$257,559,994	2038
	\$1,372,970	0.51%	\$268,687,673	2039
	\$769,292	0.27%	\$280,265,270	2040
	\$278,459	0.10%	\$292,175,945	2041
	\$0	0.00%	\$304,338,293	2042

Notes:

**COMMON COUNCIL
OF THE
CITY OF STEVENS POINT, WISCONSIN**

November 17, 2025

Resolution No. _____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$18,945,000 General Obligation Promissory Notes, Series 2025A,
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Stevens Point, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance (i) general capital projects, including, but not limited to, improvements to municipal buildings; purchase of municipal vehicles, equipment, and software; street projects including maintenance, construction, reconstruction, resurfacing, sidewalks, and traffic signals; and bridge and park improvements, (ii) construction of roads in Tax Incremental Districts No. 5 and No. 11, and traffic signals in Tax Incremental District No. 8, and (iii) certain additions, extensions, and improvements to the Issuer’s storm water system, including, but not limited to, construction of and improvements to storm water mains (collectively, the “**Project**”).

2. The Governing Body deems it in the best interests of the Issuer to finance the Project by selling the City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2025A (the “**Obligations**”) to a purchaser to be determined by competitive bid.

3. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

4. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“**Authorized Officer**” means the Treasurer or if absent, then the Issuer’s Mayor, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 14 hereof.

“**Book-Entry System**” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“**Debt Service Fund**” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“**Debt Service Fund Account**” has the meaning set forth in Section 16 hereof.

“**Depository**” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“**DTC**” means The Depository Trust Company, New York, New York.

“**Fiscal Agent**” means (i) the Treasurer or (ii) in the event the Purchaser has elected term notes, Bond Trust Services Corporation, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“**Governing Body**” has the meaning set forth in the recitals to this resolution.

“**Issuer**” means the City of Stevens Point, Wisconsin.

“**Municipal Officers**” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“**Notice of Sale**” has the meaning set forth in Section 14 of this resolution.

“**Obligations**” means the not to exceed \$18,945,000 City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2025A, which will be issued pursuant to this resolution.

“**Original Issue Date**” means December 29, 2025.

“**Project**” has the meaning set forth in the recitals to this resolution.

“**Purchase Agreement**” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations, which may include the Purchaser’s executed Bid Form, as described in Section 14 of this resolution.

“**Purchase Price**” has the meaning set forth in Section 4 of this resolution.

“**Purchaser**” means the qualified bidder whose bid results in the lowest true interest cost as determined by the Authorized Officer, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Comptroller-Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of not to exceed \$18,945,000. The Obligations will be issued pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations; Parameters.

The Obligations will be named “City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2025A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be in the denomination of \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchase Agreement pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Authorized Officer; *provided, however*, that (i) the purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 99% nor more than 105% of the principal amount of the Obligations (the “**Purchase Price**”), (ii) the true interest cost of the Obligations shall not exceed 3.41% (computed taking the Purchaser’s compensation into account), and (iii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof.

Interest will be due and payable on each February 1 and August 1, beginning on February 1, 2026, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The following table shows when the Obligations will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to \$355,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed \$18,945,000; and the table below assumes the Obligations are issued in that amount. The actual maturity schedule and interest rates per annum, within the parameters set forth this Section and in accordance with the Notice of Sale, will be set forth in the Purchase Agreement and accepted by the Authorized Officer.

Principal Maturity Date (February 1)	Principal Amount
2026	\$5,500,000
2027	1,985,000
2028	1,835,000
2029	1,890,000
2030	1,940,000
2031	1,170,000
2032	1,205,000
2033	1,245,000
2034	1,070,000
2035	1,105,000

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. If applicable, the appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary fees of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On their date of issuance, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes.

Section 8. Redemption.

The Purchase Agreement may state that certain Obligations maturing on and after a specified date are subject to redemption at the Issuer's option before their stated maturity dates, in whole or in part, in the order of maturity selected by the Issuer, on a specified redemption date and on any date thereafter. If certain maturities of the Obligations are subject to such optional redemption, then the redemption price will be 100% of the principal amount redeemed, plus

accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchase Agreement specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on February 1 of the years (each a “**Sinking Fund Redemption Date**”), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchase Agreement and consistent with Section 4.

Section 9. Manner of Payment/Transfers/Redemption/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more

than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or other variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers and the Treasurer (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 4 of this resolution (the "**Notice of Sale**"). The Municipal Officers and the Treasurer are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

An Authorized Officer is hereby authorized and directed to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. An Authorized Officer may, in such person's discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which the Authorized Officer determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 4 hereof.

Subject to the terms of this resolution, each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest; such award to be evidenced by and effected by the execution of the Purchase Agreement, which may include the Purchaser's executed Bid Form. If the Purchase Agreement signed and presented by the Purchaser contains final terms for the Obligations that comply with the parameters set forth in this resolution and the Notice of Sale, then an Authorized Officer is hereby authorized to approve and accept the Purchase Agreement, and an Authorized Officer, acting alone on behalf of the Issuer, is directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer’s tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer’s tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2025	\$6,412,604.29	2030	\$1,865,375.00
2026	3,169,550.00	2031	1,823,250.00
2027	2,883,650.00	2032	1,784,250.00
2028	2,805,600.00	2033	1,533,625.00
2029	2,730,875.00	2034	1,496,500.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, must be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 18. Final Official Statement.

The Issuer authorizes and directs that a final offering document (the “**Final Official Statement**”) be prepared and distributed prior to the issuance of the Obligations. The Final Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchase Agreement. The Municipal Officers are directed to deliver copies of the Final Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Final Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published promptly after the execution of the Purchase Agreement in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Municipal Bond Insurance.

If the Purchaser purchases municipal bond insurance with respect to the Obligations as permitted in the Notice of Sale, then the appropriate officers of the Municipality are hereby authorized and directed to take all actions necessary to obtain such municipal bond insurance. Further, the Municipal Officers are hereby authorized and directed to agree to such

additional provisions as the insurer may reasonably request and which are acceptable to the Municipal Officers, including provisions regarding restrictions on investment of proceeds of the Obligations, the payment procedure under the municipal bond insurance policy, the rights of the insurer in the event of default and payment of the Obligations by the insurer, and notices to be given to the insurer. In addition, appropriate reference to the municipal bond insurance policy shall be added to the form of Obligations if required by the insurer. Notwithstanding the foregoing, in the event the insurer requires specific insurer provisions to be applicable to the Obligations, the Municipal Officers and the Authorized Officer are hereby authorized and directed to review and negotiate, as applicable, such provisions and to include such provisions in a separate certificate to be signed by the Municipal Officers and the Authorized Officer.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: November 17, 2025

Approved: November __, 2025

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF STEVENS POINT

Registered

No. R- _____ \$ _____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____ %	February 1, 20__	December 29, 2025	860248 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF STEVENS POINT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each February 1 and August 1, beginning on February 1, 2026, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on November 17, 2025, entitled: “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$18,945,000 General Obligation Promissory Notes, Series 2025A, and Certain Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by [the Issuer’s Treasurer][Bond Trust Services Corporation], or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after February 1, 20__ are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on February 1, 20__ and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on February 1 in the years 20__ and 20__ (collectively, the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their

stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing February 1, 20__

Sinking Fund Redemption Date (February 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

Term Notes Maturing February 1, 20__

Sinking Fund Redemption Date (February 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will

select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior

to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF STEVENS POINT, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: December ____, 2025

This Obligation is one of the Obligations described in the Resolution.

[BOND TRUST SERVICES CORPORATION,
as Fiscal Agent]

By: _____
[Treasurer, as Fiscal Agent][Authorized Signatory]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty rectangular box for Social Security or identifying number]

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF STEVENS POINT, WISCONSIN
RELATING TO NOTE SALE

On November 17, 2025, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Stevens Point, Wisconsin (the “City”) authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase contract relating to said borrowing. On _____, 2025 the City entered into a purchase contract with an underwriter to whom the City agreed to sell its general obligation promissory notes in the principal amount of \$ _____. It is anticipated that the note closing will be held on or about December __, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 1515 Strongs Avenue, Stevens Point, Wisconsin between the hours of 7:30 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that (i) an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice, and (ii) the notice may not be published until after the issuer has entered into a contract for sale of the bond or other financing.

Publication Date: _____, 2025

/s/ Susan Pagel
City Clerk

CERTIFICATIONS BY CLERK

I, Susan Pagel, certify that I am the duly qualified and acting Clerk of the City of Stevens Point, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$18,945,000 General Obligation Promissory Notes, Series 2025A,
and Certain Related Details**

I further certify as follows:

1. **Meeting Date.** On November 17, 2025, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting.** On November ____, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Stevens Point, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On November ____, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any.

4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on November ___, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors in the form of Exhibit B to the Resolution to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto as of November ___, 2025.

City Clerk

[SEAL]

November 17, 2025

PRE-SALE REPORT FOR

City of Stevens Point, Wisconsin

\$2,590,000 Sewer System Revenue Bonds Series 2025



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Casey Griffiths, Senior Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$2,590,000 Sewer System Revenue Bonds Series 2025B

Purposes:

The proposed issue includes financing for sewer system improvements. Debt service will be paid from wastewater revenues.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s):

- 66.0621

The Bonds are not general obligations of the City but are payable only from and secured by a pledge of income and revenue to be derived from the operation of the Sewer System.

Term/Call Feature:

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on May 1 in the years 2026 through 2045. Interest will be due every six months beginning May 1, 2026.

The Bonds will be subject to prepayment at the discretion of the City on May 1, 2034 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa3”. The City will request a new rating for the Bonds.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” For this issue of Bonds, any premium amount received may: be retained; used to reduce the issue size; or combination thereof. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on November 17, 2025, which delegates authority to the Comptroller/Treasurer and the Mayor to accept and approve a bid for the Bonds so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$2,590,000
- * Maximum Bid of 110%
- * Minimum Bid of 98.75%
- * Maximum True Interest Cost (TIC) of 4.24%
- * Maturity Adjustments: can increase or decrease up to \$50,000 per maturity

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your

issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

Utility Revenue: The City expects to pay the Bond debt service with:

- Wastewater Revenues

In the event utility revenues are insufficient to pay debt service, the Common Council is committing to consider appropriating funds from any other available sources in an amount sufficient to cover the shortfall. If it chooses to do so, the City may levy a tax to make up a shortfall. Any amount levied for this purpose is exempted from levy limits. While the City is not required to appropriate the funds necessary to remedy any shortfall in revenues needed to pay debt service, failure to do so would result in either a lack of access to capital markets in the future, or access at a substantially higher cost.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP

Paying Agent: Bond Trust Services, if term bonds.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Parameters Resolution consideration by City Council:	November 17, 2025
Conference with Rating Agency:	Week of November 17, 2025
Due Diligence Call to Review Official Statement:	Week of November 24, 2025
Distribute Official Statement:	December 1, 2025
Designated Officials Award Sale of the Bonds:	December 8, 2025
Estimated Closing Date:	December 29, 2025

Attachments

- Project List
- Estimated Sources and Uses of Funds
- Estimated Debt Service Schedule
- Sewer Debt Coverage

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Casey Griffiths, Senior Financial Specialist	(262) 796-6198
Sue Porter, Lead Public Finance Analyst	(262) 796-6167
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1 Project List

City of Stevens Point, WI

Projects	Purpose/Dept.	Amount	Totals
Northside Business 51 (Roadway) Sewer Mains	Sewer	1,300,000	1,300,000
Southside Business 51 (Roadway) Sewer Mains	Sewer	700,000	700,000
Michigan Ave Underpass Sewer Mains	Sewer	500,000	500,000
Actual CIP Costs		2,500,000	2,500,000

Table 2 Sources and Uses

City of Stevens Point, WI

	2025	
	Sewer Revenue Bonds	Sewer Portion
CIP Projects		
Sewer Improvements	2,500,000	2,500,000
Subtotal Project Costs	2,500,000	2,500,000
CIP Projects	2,500,000	2,500,000
Less Other Available Revenues		
Cash Available for change in DSR	(60,809)	(60,809)
Net Borrowing Requirement	2,439,191	2,439,191
Debt Service Reserve		
DSR Funds On Hand	(513,408)	(513,408)
New DSR Requirement	574,217	574,217
Reserve Fund Requirement	60,809	60,809
Estimated Issuance Expenses		
Municipal Advisor (Ehlers)	30,000	30,000
Bond Counsel	25,000	25,000
Rating Fee	17,000	17,000
Underwriter's Discount	12.50 32,375	32,375
Paying Agent	850	850
Subtotal Issuance Expenses	105,225	105,225
TOTAL TO BE FINANCED	2,605,225	2,605,225
Estimated Interest Earnings	3.00% (18,750)	(18,750)
Assumed spend down (months)	3	
Rounding	3,525	3,525
NET ISSUE SIZE	2,590,000	2,590,000

Table 3

Allocation of Debt Service - 2025 Sewer Revenue Bonds

City of Stevens Point, WI

Year Ending	Sewer Portion			Total
	Principal	Est. Rate ¹	Interest	
2026	105,000	3.25%	81,652	186,652
2027	95,000	3.15%	94,459	189,459
2028	95,000	3.15%	91,466	186,466
2029	100,000	3.10%	88,420	188,420
2030	105,000	3.10%	85,243	190,243
2031	105,000	3.10%	81,988	186,988
2032	110,000	3.20%	78,600	188,600
2033	115,000	3.25%	74,971	189,971
2034	115,000	3.35%	71,176	186,176
2035	120,000	3.50%	67,150	187,150
2036	125,000	3.65%	62,769	187,769
2037	130,000	3.75%	58,050	188,050
2038	135,000	3.85%	53,014	188,014
2039	140,000	4.40%	47,335	187,335
2040	150,000	4.45%	40,918	190,918
2041	155,000	4.50%	34,093	189,093
2042	160,000	3.55%	27,765	187,765
2043	170,000	4.60%	21,015	191,015
2044	175,000	4.70%	12,993	187,993
2045	185,000	4.80%	4,440	189,440
Total	2,590,000		1,177,515	3,767,515

Year Ending	Totals		
	Principal (5/1)	Interest	Total
2026	105,000	81,652	186,652
2027	95,000	94,459	189,459
2028	95,000	91,466	186,466
2029	100,000	88,420	188,420
2030	105,000	85,243	190,243
2031	105,000	81,988	186,988
2032	110,000	78,600	188,600
2033	115,000	74,971	189,971
2034	115,000	71,176	186,176
2035	120,000	67,150	187,150
2036	125,000	62,769	187,769
2037	130,000	58,050	188,050
2038	135,000	53,014	188,014
2039	140,000	47,335	187,335
2040	150,000	40,918	190,918
2041	155,000	34,093	189,093
2042	160,000	27,765	187,765
2043	170,000	21,015	191,015
2044	175,000	12,993	187,993
2045	185,000	4,440	189,440
Total	2,590,000	1,177,515	3,767,515

Notes:

1) Estimated Rate assumes TIC of 4.24%

Table 4 Sewer Utility Debt Coverage

City of Stevens Point, WI

Year	Sewer Revenue Debt Coverage				Year
	Existing Revenue Debt	Proposed Revenue Debt	Total	Debt Coverage	
\$3,341,706 2024 Net Revenues					
2025	1,963,421	0	1,963,421	1.70	2025
2026	1,953,096	186,652	2,139,748	1.56	2026
2027	1,942,517	189,459	2,131,976	1.57	2027
2028	1,928,871	186,466	2,115,337	1.58	2028
2029	1,912,257	188,420	2,100,677	1.59	2029
2030	1,701,852	190,243	1,892,095	1.77	2030
2031	1,433,303	186,988	1,620,291	2.06	2031
2032	1,436,363	188,600	1,624,963	2.06	2032
2033	1,434,770	189,971	1,624,741	2.06	2033
2034	1,433,673	186,176	1,619,849	2.06	2034
2035	1,437,272	187,150	1,624,422	2.06	2035
2036	1,435,568	187,769	1,623,336	2.06	2036
2037	1,433,659	188,050	1,621,709	2.06	2037
2038	1,436,447	188,014	1,624,460	2.06	2038
2039	213,413	187,335	400,748	8.34	2039
2040	215,813	190,918	406,730	8.22	2040
2041	212,788	189,093	401,880	8.32	2041
2042	214,331	187,765	402,096	8.31	2042
2043	0	191,015	191,015	17.49	2043
2044		187,993	187,993	17.78	2044
2045		189,440	189,440	17.64	2045
2046		0	0	N/A	2046
Total	23,739,413	3,767,515	27,506,928		Total

Notes:

**COMMON COUNCIL
OF THE
CITY OF STEVENS POINT, WISCONSIN**

November 17, 2025

Resolution No. _____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$2,590,000 Sewerage System Revenue Bonds, Series 2025,
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Stevens Point, Wisconsin (the “**Municipality**”) makes the following findings and determinations:

1. The Municipality currently owns and operates a municipal sewerage system (the “**System**”, as more fully defined below), which is a “public utility” within the meaning of Section 66.0621 (1)(b) of the Wisconsin Statutes.

2. Under the provisions of Section 66.0621 of the Wisconsin Statutes, as amended (the “**Act**”), the Municipality may, by action of the Governing Body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving, conducting, controlling, operating, or managing the System, and the refunding of municipal obligations issued for such purposes, from the proceeds of municipal obligations, including revenue bonds payable only from the income and revenues derived from the operation of the System.

3. The Municipality has previously authorized, sold, and issued its \$13,145,300 Sewerage System Revenue Bonds, Series 1992, dated September 23, 1992, pursuant to a resolution adopted by the Governing Body on September 14, 1992 (the “**1992 Resolution**”), which bonds matured on May 1, 2012.

4. The Municipality has previously authorized, sold, and issued its \$4,790,000 Taxable Sewerage System Revenue Bonds, Series 2010A, dated March 25, 2010 (the “**Series 2010A Bonds**”), pursuant to a resolution adopted by the Governing Body on March 8, 2010 (as amended by a resolution adopted on April 12, 2010, the “**2010A Resolution**”). The Series 2010A Bonds were redeemed on January 23, 2020.

5. The Municipality has previously authorized, sold, and issued its \$3,019,439 Sewerage System Revenue Bonds, Series 2010B, dated April 28, 2010 (the “**Series 2010B Bonds**”), pursuant to a resolution adopted by the Governing Body on April 12, 2010 (the “**2010B Resolution**”). The 2010B Bonds were purchased by the State of Wisconsin Clean Water Fund Program (“**CWFP**”) and are currently outstanding in the aggregate principal amount of \$759,683.58.

6. The Municipality has previously authorized, sold, and issued its \$19,177,115 Sewerage System Revenue Bonds, Series 2018, dated September 12, 2018 (the “**Series 2018 Bonds**”), pursuant to a resolution adopted by the Governing Body on August 20, 2018 (the “**2018 Resolution**”). The 2018 Bonds were purchased by the CWFPP and are currently outstanding in the aggregate principal amount of \$ 14,083,230.33.

7. The Municipality has previously authorized, sold, and issued its \$2,975,000 Sewerage System Revenue Refunding Bonds, Series 2019, dated December 30, 2019 (the “**Series 2019 Bonds**”), pursuant to a resolution adopted by the Governing Body on December 16, 2019 (the “**2019 Resolution**”). The 2019 Bonds are currently outstanding in the aggregate principal amount of \$1,385,000.

8. The Municipality has previously authorized, sold, and issued its \$2,800,000 Sewerage System Revenue Bonds, Series 2022, dated November 2, 2022 (the “**Series 2022 Bonds**”), pursuant to a resolution adopted by the Governing Body on October 17, 2022 (the “**2022 Resolution**”). The 2022 Bonds are currently outstanding in the aggregate principal amount of \$2,605,000.

9. No other outstanding obligations are payable only from the income and revenues derived from the operation of the System.

10. The Municipality needs funds to finance certain additions, extensions, and improvements to the System, including, but not limited to, construction of and improvements to sewer mains and laterals (collectively, the “**Project**”).

11. The Municipality wishes to finance the costs of the Project by authorizing, selling, and issuing its not to exceed \$2,590,000 Sewerage System Revenue Bonds, Series 2025 (the “**Bonds**”). The Bonds will be issued pursuant to the provisions of the Act, on the terms and conditions described in this resolution, and will be secured by and payable from the income and revenues derived and to be derived from the operation of the System. The Bonds will be issued on a parity and equality of rank with the Series 2010B Bonds, the Series 2018 Bonds, the Series 2019 Bonds, and the Series 2022 Bonds (collectively, the “**Outstanding Bonds**”), except that the Bonds will also be secured by the Earnings Account and the Reserve Account of the Special Redemption Fund created under the 2010A Resolution and continued by this resolution. The Earnings Account and the Reserve Account do not secure the Series 2010B Bonds or the Series 2018 Bonds.

12. Certain provisions in the 1992 Resolution, which provisions are continued under the resolutions authorizing the issuance of each of the Outstanding Bonds and in this resolution, authorize the issuance of additional bonds and notes on a parity and equality of rank with the Outstanding Bonds as to the pledge of sufficient revenues of the System upon compliance with the conditions set forth therein (the “**Additional Bonds Test**”). All conditions set forth in the Additional Bonds Test for the issuance of bonds on a parity and equality of rank with the Outstanding Bonds have been or will be satisfied prior to the issuance of the Bonds.

13. In accordance with the provisions of Section 66.0621 (4)(a)2 of the Wisconsin Statutes and this resolution, (i) interest on the Bonds will be payable at least annually,

and (ii) payment of principal of the Bonds will commence not later than 3 years after the date of issuance of the Bonds. The amount of the annual debt service payments to be made or provided for with respect to the Bonds is reasonable in accordance with prudent municipal utility management practices.

14. The Municipality has taken all actions required by law and has the power to sell and issue the Bonds.

15. The Governing Body is adopting this resolution to sell the Bonds and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Act**” means Section 66.0621 of the Wisconsin Statutes, as amended.

“**Authorized Officer**” means the Treasurer or if absent, then the Issuer’s Mayor, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 24 hereof.

“**Bond Counsel**” means (i) as of the Original Issue Date, Foley & Lardner LLP, and (ii) after the Original Issue Date, either Foley & Lardner LLP or any other nationally recognized firm of attorneys, employed by the Municipality, experienced in the field of municipal finance, whose legal and tax opinions concerning municipal obligations are generally accepted by purchasers of such obligations.

“**Bond Purchaser**” means the qualified bidder whose bid results in the lowest true interest cost as determined by the Authorized Officer, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

“**Bond Register**” means the register maintained by the Fiscal Agent in which the Fiscal Agent records:

- (i) The name and address of the owner of each Bond.
- (ii) All transfers of each Bond.

“**Bond Year**” means the twelve-month period ending on each May 1.

“**Bonds**” means the not to exceed \$2,590,000 City of Stevens Point, Wisconsin Sewerage System Revenue Bonds, Series 2025, which will be issued pursuant to this resolution.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Bonds is made to the owners of the Bonds but instead all outstanding Bonds are registered in the name of a securities depository appointed by the Municipality, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and transfers of the Bonds electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Municipality and delivered on the closing date of the Bonds.

“Current Expenses” means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance, and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures.

“Debt Service Fund” means the fund established under the 1992 Resolution and continued under the Prior Resolutions and this resolution for payment of the Outstanding Bonds, the Bonds, and any Parity Bonds, which fund shall be held as a subaccount of the Special Redemption Fund created under the 2010A Resolution and continued by Section 15(c)(i) of this resolution.

“Depository” means DTC or any successor appointed by the Municipality and acting as securities depository for the Bonds.

“Depreciation Fund” means the fund described in Section 15(d) of this resolution.

“DTC” means The Depository Trust Company, New York, New York.

“Earnings Account” means the Earnings Account of the Special Redemption Fund described in Section 15(c)(ii) of this resolution.

“Financial Officer” means the Municipality’s Treasurer.

“Fiscal Agent” means (i) the Treasurer or (ii) in the event the Bond Purchaser has elected term bonds, Bond Trust Services Corporation, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Bonds pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Fiscal Year” means the twelve-month period beginning on January 1 of each year and ending on December 31 of each year. The Municipality may (subject to any applicable requirements in the Prior Resolutions) change the Fiscal Year of the System and any such change will not constitute a modification, change, amendment or alteration of this resolution for purposes of Section 23 of this resolution.

“Funds and Accounts” has the meaning given in Section 15 of this resolution.

“Governing Body” means the Municipality’s Common Council.

“Gross Earnings” means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project.

“Independent Consultant” means a recognized engineer or firm of engineers or a recognized certified public accountant or firm of certified public accountants who or which is not an officer or regular employee of the Municipality or the System and who or which is not devoting substantially all of his, her or its time and efforts to the affairs of the System.

“Minimum Reserve Amount” means the least of the following: (i) the maximum annual debt service coming due in any future year on the Bonds and Secured Parity Bonds then outstanding, (ii) 10% of the sum of the original stated principal amounts of the Bonds and each issue of Secured Parity Bonds then outstanding, or (iii) 125% of the average annual debt service on the Bonds and Secured Parity Bonds then outstanding.

“Municipal Officers” means the Mayor and the Clerk of the Municipality. These are the officers required by law to execute revenue obligations on the Municipality’s behalf.

“Municipality” means the City of Stevens Point, Wisconsin.

“Net Revenues” means the Gross Earnings of the System after deduction of Current Expenses.

“Notice of Sale” has the meaning given in Section 24 of this resolution.

“Operation and Maintenance Fund” means the fund described in Section 15(b) of this resolution.

“Original Issue Date” means December 29, 2025.

“Outstanding Bonds” has the meaning given in the recitals to this resolution.

“Parity Bonds” means all obligations payable from the revenues of the System other than the Bonds and the Outstanding Bonds, but issued on a parity and equality of rank with the Bonds and the Outstanding Bonds as to the pledge of revenues of the System (but not necessarily as to the pledge of the Earnings Account and the Reserve Account), pursuant to the restrictive provisions of the 1992 Resolution, the Prior Resolutions, and Section 20 of this resolution.

“Prior Resolutions” means collectively the 2010B Resolution, the 2018 Resolution, the 2019 Resolution, and the 2022 Resolution.

“Project” has the meaning given in the recitals to this resolution.

“**Purchase Agreement**” means the purchase agreement signed and presented by the Bond Purchaser to evidence the purchase of the Bonds, which may include the Bond Purchaser’s executed Bid Form, as described in Section 24 of this resolution.

“**Purchase Price**” has the meaning set forth in Section 4 of this resolution.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Bonds.

“**Recording Officer**” means the Municipality’s Clerk.

“**Reserve Account**” means the Reserve Account of the Special Redemption Fund described in Section 15(c)(ii) of this resolution.

“**Secured Parity Bonds**” means obligations payable from the revenues of the System that are secured by the amounts on deposit in the Earnings Account and the Reserve Account, including the Series 2019 Bonds, the Series 2022 Bonds, the Bonds, and any Parity Bonds that are secured by the Reserve Account and the Earnings Account pursuant to the resolutions authorizing their issuance.

“**Series 2010B Bonds**” has the meaning given in the recitals to this resolution.

“**Series 2018 Bonds**” has the meaning given in the recitals to this resolution.

“**Series 2019 Bonds**” has the meaning given in the recitals to this resolution.

“**Series 2022 Bonds**” has the meaning given in the recitals to this resolution.

“**Special Redemption Fund**” means the fund described in Section 15(c) of this resolution.

“**Surplus Fund**” means the fund described in Section 15(e) of this resolution.

“**System**” means the entire sewerage system of the Municipality including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds, the Outstanding Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles.

“**Treasurer**” means the Issuer’s Comptroller-Treasurer.

“**1992 Resolution**” has the meaning given in the recitals to this resolution.

“**2010A Resolution**” has the meaning given in the recitals to this resolution.

“**2025 Construction Fund**” means the fund described in Section 15(f) of this resolution.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* - Form of Bond.
- (ii) *Exhibit B* - Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Bonds.

The Governing Body authorizes the Bonds and orders that they be prepared, executed, and issued. The Bonds will be fully registered, negotiable, sewerage system revenue bonds of the Municipality in the principal amount of not to exceed \$2,590,000. The Bonds will be issued under the provisions of the Act to pay the costs of the Project and the expenses of issuing the Bonds (including, but not limited to, printing costs and fees for financial consultants, Bond Counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Bonds.

The Bonds will be named “City of Stevens Point, Wisconsin Sewerage System Revenue Bonds, Series 2025”. The Bonds will be dated the Original Issue Date, even if they are actually executed or issued on another date. Each Bond will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Bond will be in the denomination of \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Bonds will bear interest from the Original Issue Date at the rates set forth in the Purchase Agreement pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Authorized Officer; *provided, however*, that (i) the purchase price agreed to be paid to the Municipality by the Bond Purchaser for the purchase of the Bonds pursuant to Section 24 hereof, shall not be less than 98.75% nor more than 110% of the principal amount of the Bonds (the “**Purchase Price**”), and (ii) the true interest cost of the Bonds shall not exceed 4.24% (computed taking the Bond Purchaser’s compensation into account).

Interest on the Bonds will be due and payable on each May 1 and November 1 until the principal of the Bonds has been paid, beginning on May 1, 2026. Interest on each Bond will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Bond is registered on the Bond Register at the end of the day on the applicable Record Date. The Municipality and the Fiscal Agent may treat the person or entity in whose name any Bond is registered on the Bond Register as the absolute owner of the Bonds for all purposes whatsoever under this resolution. The Bonds will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Bonds.

The following table shows when the Bonds will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of

term bonds, may be increased or decreased by up to \$50,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Bonds shall not exceed \$2,590,000; and the table below assumes the Bonds are issued in that amount. The actual maturity schedule and interest rates per annum, within the parameters set forth this Section and in accordance with the Notice of Sale, will be set forth in the Purchase Agreement and accepted by the Authorized Officer.

Principal Maturity Date (May 1)	Principal Amount	Principal Maturity Date (May 1)	Principal Amount
2026	\$105,000	2036	\$125,000
2027	95,000	2037	130,000
2028	95,000	2038	135,000
2029	100,000	2039	140,000
2030	105,000	2040	150,000
2031	105,000	2041	155,000
2032	110,000	2042	160,000
2033	115,000	2043	170,000
2034	115,000	2044	175,000
2035	120,000	2045	185,000

The principal of and interest on the Bonds will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Municipality appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Bonds. If applicable, the appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Municipality. The fiscal agency agreement may provide for the Municipality to pay the reasonable and customary fees of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Bond Register.

Section 6. Appointment of Depository.

The Municipality appoints DTC to act as securities depository for the Bonds. An authorized representative of the Municipality has previously executed a blanket issuer letter of representations with DTC on the Municipality’s behalf, and the Municipality ratifies and approves that document.

Section 7. Book-Entry System.

On their date of issuance, the Bonds will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Municipality’s relationship with DTC is

terminated, then the Municipality may appoint another securities depository to maintain the Book-Entry System.

If on any date the Bonds are not being maintained in a Book-Entry System, then the Municipality will do the following:

- (i) At its expense, the Municipality will prepare, authenticate, and deliver to the beneficial owners of the Bonds fully-registered, certificated Bonds in the denominations of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Municipality will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Bonds under Section 67.10 (2) of the Wisconsin Statutes.

Section 8. Redemption.

The Purchase Agreement may state that certain Bonds maturing on and after a certain date are subject to redemption before their stated maturity dates, at the Municipality's option, in whole or in part, in the order of maturity selected by the Municipality, on a stated redemption date and on any date thereafter. If certain maturities of the Bonds are subject to such optional redemption, then the redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of a Bond called for redemption has been made or provided for, then interest on such Bond stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Bonds will be redeemed in \$5,000 multiples in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Municipality will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Bond Purchase Agreement states that certain maturities of the Bonds are term bonds and subject to partial mandatory sinking fund redemption, then the Bonds maturing on such dates shall be subject to mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on May 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediate preceding paragraph), as set forth in the Bond Purchase Agreement and consistent with Section 4 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Bonds are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of and interest on the Bonds by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Bonds are transferable, only upon the Bond Register and only if the Depository ceases to act as securities depository for the Bonds and the Municipality appoints a successor securities depository. If that happens, then upon the surrender of the Bonds to the Fiscal Agent, the Municipality will issue new fully registered Bonds in the same aggregate principal amount to the successor securities depository, and the Bonds will be recorded as transferred to the successor securities depository in the Bond Register.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will randomly select the beneficial owners of the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Bond to the Fiscal Agent, the Municipality will issue a new Bond in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days before the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days before the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Bonds are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Bond upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Bond by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Bond is registered on the Bond Register at the end of the day on the applicable Record Date.

Transfers. Each Bond is transferable, only upon the Bond Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Bond shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Municipality will

issue one or more new fully registered Bonds in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Bonds and upon the payment of a charge sufficient to reimburse the Municipality or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Bonds or (ii) with respect to any particular Bond, after the Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Municipality or the Fiscal Agent will randomly select the Bonds to be redeemed. If a Bond has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender to the Fiscal Agent of the Bond, the Municipality will issue a new Bond in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent by first class mail, not less than 30, and not more than 60, days before the proposed redemption date, to the registered owners of the Bonds to be redeemed at the respective addresses set forth in the Bond Register. A notice of optional redemption may be revoked by sending a notice by first class mail not less than 15 days before the proposed optional redemption date to the registered owners of the Bonds which have been called for optional redemption.

Section 11. Form of Bonds.

The Bonds shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Municipality may cause the approving opinion of Bond Counsel to be printed or reproduced on the Bonds.

Section 12. Execution of Bonds.

The Bonds shall be signed by the persons who are the Municipal Officers on the date on which the Bonds are signed. The Bonds shall be sealed with the Municipality's corporate seal (or a facsimile thereof), if the Municipality has one and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Bonds will be valid and binding even if before they are delivered any person whose signature appears on the Bonds is no longer living or is no longer the person authorized to sign the Bonds. In that event, the Bonds will have the same effect as if the person were living or were still the person authorized to sign the Bonds.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication

has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Municipality are directed to sign the Continuing Disclosure Agreement, and the Municipality agrees to comply with all its terms.

Section 14. Security for the Bonds; Pledge.

The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund continued under this Resolution and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Outstanding Bonds (except as to entitlement to payment from the Earnings Account and the Reserve Account). Sufficient revenues are hereby pledged in and payable into the Special Redemption Fund and shall be used for no other purpose than to pay the principal of, and interest on the Outstanding Bonds, the Bonds, and any Parity Bonds as the same becomes due; *provided, however* that the Series 2010B Bonds, the Series 2018 Bonds, and any Parity Bonds that are not Secured Parity Bonds shall not be entitled to payment from the Earnings Account or the Reserve Account.

Section 15. Funds and Accounts.

In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System and to secure the payment of the principal of and interest on the Outstanding Bonds, the Bonds, and any Parity Bonds, certain funds of the System which were created and established by the 1992 Resolution and the 2010A Resolution, and continued as applicable under the Prior Resolutions, are hereby affirmed, continued, or created, as applicable (collectively, the "**Funds and Accounts**"), and shall be used solely for the following respective purposes:

- (a) Sewerage System Revenue Fund (the "**Revenue Fund**"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Special Redemption Fund, the Depreciation Fund, and the Surplus Fund in the amounts and in the manner set forth in Section 16 of this resolution and used for the purposes described below.
- (b) Sewerage System Operation and Maintenance Fund (the "**Operation and Maintenance Fund**"), which shall be used for the payment of Current Expenses.
- (c) Sewerage System Special Redemption Fund, which shall be divided into the following three accounts: (i) the "**Debt Service Fund**", (ii) the

“**Earnings Account**”, and (iii) the “**Reserve Account**.” Amounts held in the Debt Service Fund shall be used for the payment of the principal of, and premium, if any, and interest on, the Outstanding Bonds, the Bonds, and any Parity Bonds as the same becomes due. Amounts held in the Earnings Account shall be used as described in Section 16 (b)(2) of this resolution. Amounts held in the Reserve Account will be used solely to pay principal of or interest on the Secured Parity Bonds at any time when amounts in the Debt Service Fund and the Earnings Account are insufficient to make such payments. The Series 2010B Bonds and the Series 2018 Bonds are not secured by the Earnings Account or the Reserve Account, and no moneys held in the Earnings Account or the Reserve Account shall be used to pay principal of or interest on the Series 2010B Bonds, the Series 2018 Bonds, or any other Parity Bonds that are not Secured Parity Bonds.

- (d) Sewerage System Depreciation Fund (the “**Depreciation Fund**”), which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Sewerage System Surplus Fund (the “**Surplus Fund**”), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Outstanding Bonds, the Bonds, and any Parity Bonds when the Debt Service Fund shall be insufficient for such purpose and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the funds provided in this Section 15; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts continued herein, or to reimburse the general fund of the Municipality for advances made by the Municipality to the System, or for any other lawful purpose.
- (f) 2025 Sewerage System Construction Fund (the “**2025 Construction Fund**”), amounts in which will be used only to pay (i) the costs of issuing of the Bonds (including fees for any bond insurance policies securing the Bonds) and the costs of the Project, or (ii) interest on the Bonds at any time when there shall be insufficient money in the Special Redemption Fund for that purpose. Any balance remaining in the 2025 Construction Fund after the completion of the Project shall be transferred to the Earnings Account.

Section 16. Application of Revenues.

(a) Deposit of Gross Earnings.

The Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(1) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said fund from prior deposits);

(2) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Outstanding Bonds, the Bonds, and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Outstanding Bonds, the Bonds, and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said fund from accrued interest, any premium or any other source);

(3) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System;

(4) to the Reserve Account, an amount equal to an installment amount necessary to increase the balance therein to the Minimum Reserve Amount; and

(5) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund, the Reserve Account, and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfers shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any Fund or Account required or permitted above, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within 60 days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, then such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Outstanding Bonds, the Bonds, and any Parity Bonds as the same accrues and the principal thereof as the same matures.

(b) **Uses of Amounts in Funds and Accounts.**

Amounts deposited in the following Funds and Accounts shall be held, used, or transferred as follows:

(1) *Operation and Maintenance Fund.* Amounts deposited in the Operation and Maintenance Fund shall be used for the purposes described in Section 15(b) of this resolution, unless the balance in the Operation and Maintenance Fund exceeds the estimated operating and maintenance expenses of the System for the next succeeding sixty days, in which case the excess amount

shall (i) be transferred to the Debt Service Fund to remedy any deficiency in the Debt Service Fund, or (ii) if or to the extent that no such deficiency exists, be transferred to the Surplus Fund.

(2) *Debt Service Fund and Earnings Account.* The monthly deposit to the Debt Service Fund shall be in the amount set forth in Section 16 (a)(2) until the full amount of such installments is on deposit in the Debt Service Fund. The deposit for the Bonds and any Secured Parity Bonds shall be made first from the Earnings Account until it is depleted, and all moneys in the Earnings Account will be deemed to have been used first in payment of interest on the Bonds and any Secured Parity Bonds (the Series 2010B Bonds and the Series 2018 Bonds are not secured by the Earnings Account). Any funds remaining in the Earnings Account after each such transfer shall first be transferred to the Debt Service Fund until there is on hand in the Debt Service Fund an amount equal to the full amount of interest and principal coming due on the Bonds and any Secured Parity Bonds then outstanding during the 12 months following the date of such transfer and after that either (i) be used to retire the Bonds or any Secured Parity Bonds in advance of maturity by redemption or by purchase of such bonds on the open market or an invitation and receipt of tenders of the lowest dollar price or prices obtainable, but not exceeding the lowest price at which such bonds could be redeemed on the next succeeding redemption date or (ii) be invested so as to restrict the yield thereon to avoid the Bonds or any Secured Parity Bonds being classified as “arbitrage bonds” within the meaning of Section 148 of the Code or any Treasury Regulations promulgated thereunder. Notwithstanding the foregoing, unless the Municipality is provided with an opinion of Bond Counsel that the action specified below will not adversely affect the exclusion of interest on the Bonds or the applicable issue of Secured Parity Bonds from gross income for federal income tax purposes (A) moneys in the Earnings Account that are allocable to “proceeds” (within the meaning of Treas. Reg. § 1.148-1(b)) of the Bonds or any issue of Secured Parity Bonds may only be transferred to the Debt Service Fund if such moneys will be used to pay interest on or principal of the issue to which such proceeds are allocable, and (B) no moneys that are allocable to proceeds of the Bonds or any issue of Secured Parity Bonds will be used to pay interest on or principal of obligations that are not part of the issue to which the proceeds are allocable.

(3) *Reserve Account.* To the extent necessary, if funds are available in the Revenue Fund to make the transfers, monthly transfers will be made to the Reserve Account until there is on hand in the Reserve Account an amount equal to the Minimum Reserve Amount. Amounts in the Reserve Account shall be used whenever necessary to pay principal of or interest on the Bonds and Secured Parity Bonds whenever the Debt Service Fund and the Earnings Account are insufficient for that purpose (the Series 2010B Bonds and the Series 2018 Bonds are not secured by the Reserve Account). Any amounts in the Reserve Account in excess of the Minimum Reserve Amount shall be transferred to the Earnings Account. For the purpose of computing the Minimum Reserve Amount, all investments in the Reserve Account shall be valued semiannually, on each interest

payment date, at then current market value. In the event that amounts are withdrawn from the Reserve Account or amounts on deposit in the Reserve Account on any valuation date are less than the Minimum Reserve Amount, the Municipality, from revenues of the System, shall restore any amounts so withdrawn or any shortfall so that 12 months following such withdrawal or shortfall the amount on deposit in the Reserve Account equals the Minimum Reserve Amount. If, 12 months following any withdrawal from the Reserve Account, the amount on deposit in the Reserve Account is less than the Minimum Reserve Amount, then the Financial Officer shall certify to the Governing Body the amount necessary to restore the Reserve Account to the Minimum Reserve Amount. Recognizing its moral obligation to do so, the Governing Body expresses its expectation and aspiration that, if presented with such a certification, it will make an appropriation of funds sufficient to restore the Reserve Account to the Minimum Reserve Amount. The Governing Body determines that the System and any appropriation of funds pursuant to this moral obligation pledge serves a public purpose by safeguarding the health and welfare of its citizens.

(4) *Surplus Fund.* Amounts in the Surplus Fund shall be used for the purposes described in Section 15(e) of this resolution.

Section 17. Deposits and Investments; Earnings on Investments.

The Special Redemption Fund shall be kept apart from monies in the other funds and accounts and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Outstanding Bonds, the Bonds, and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603 (1m) of the Wisconsin Statutes. The other funds herein created or continued may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603 (1m) of the Wisconsin Statutes. No investment may be purchased or retained if the purchase of the investment or its retention would cause any Bond to be an “arbitrage bond” (within the meaning of Section 148 of the Code or the Treasury Regulations promulgated thereunder).

All income from the investment of amounts in the Debt Service Fund shall be retained in the Debt Service Fund. All income from the investment of amounts in the Reserve Account shall be transferred to the Earnings Account. All income from the investment of amounts in the 2025 Construction Fund shall be retained in the 2025 Construction Fund. All income from the investment of amounts in the Depreciation Fund shall be retained in the Depreciation Fund. All income from the investment of amounts in all other Funds and Accounts shall be transferred to the Revenue Fund and regarded as revenues of the System.

Section 18. Rebate Matters.

To comply with the rebate requirements of Section 148(f) of the Code and the related Treasury Regulations:

(1) The Municipality shall cause a determination to be made of the amount, if any, of rebate required to be paid with respect to the Bonds to the United States Treasury at least every five years (as of the anniversary date of the issuance of the Bonds) and upon the retirement of the last Bond. The Municipality may engage Bond Counsel or another qualified rebate determination provider to prepare the determination and may pay reasonable compensation to the provider for the performance of such services.

(2) The Municipality shall make required rebate payments to the United States Treasury with respect to the Bonds on such dates and in such amounts and manner as are required by the Code and the related Treasury Regulations.

(3) The Municipality shall keep records of the rebate determinations prepared and rebate payments made until three years after the April 15 of the calendar year immediately following the date of the retirement of the last Bond.

Section 19. Service to the Municipality; Covenants Regarding the Operation of the System.

For as long as the Bonds remain outstanding, or until discharged or satisfied pursuant to Section 22 of this resolution, the Municipality agrees and covenants with each and every registered owner of the Bonds as follows:

- (a) The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall, to the extent permitted by law, be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses.
- (b) The Municipality will faithfully and punctually perform all duties concerning the System required by the constitution and statutes of the State of Wisconsin, including the making and collecting of reasonable, lawful, and sufficient rates for services rendered by the System and the

segregation and application of the revenues of the System as provided in this resolution.

- (c) The Municipality will not sell, lease, or in any manner dispose of all or any part of the System, or any additions or extensions that may be made to the System, until all Bonds have been paid in full, both principal and interest, or until provision has been made for the payment in full of all Bonds, both principal and interest, unless the property to be sold, leased or otherwise disposed of has been found by the Governing Body not to be necessary or useful in the operation of the System. If the property sold was acquired or improved with proceeds of the Bonds, the Outstanding Bonds, or any Parity Bonds that are subject to the federal tax law requirements applicable to tax-exempt obligations, then the proceeds received from any sale, lease, or disposal of any such property of the System shall be (i) applied in a manner consistent with federal tax law, or (ii) paid into the Revenue Fund, in all other cases.

- (d) The Municipality will: (i) operate and maintain the System in good condition; (ii) charge and collect such lawfully established rates and charges for the service rendered by the System so that the Gross Earnings will be sufficient to make the payments into the Funds and Accounts created by this resolution and provide for Net Revenues at least equal to 1.25 times the highest combined annual interest and principal requirements on all Outstanding Bonds, Bonds, and Parity Bonds then outstanding and (iii) promptly take such actions as are necessary to adopt and enforce increased rates whenever such increase shall be necessary to fulfill any covenant of this resolution.

- (e) The Municipality will keep proper books and accounts relating to the System separate from all other records of the Municipality and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants and will make available to the owners of any of the Bonds the latest balance sheet and the profit and loss statement of the System as certified by such accountants. The registered owners of any Bonds will have the right to inspect the System and the records, accounts and data of the Municipality relating to the System at all reasonable times. Each audit of the books and accounts of the System, in addition to whatever matters may be thought proper by the accountants to be included therein, shall include the following: (i) a statement in detail of the revenues and expenditures of the System for the Fiscal Year; (ii) a statement of the Net Revenues for the Fiscal Year; (iii) a balance sheet as of the end of the Fiscal Year; (iv) the accountants' comment regarding the manner in which the Municipality has carried out the requirements of this resolution and the accountants' recommendation for any changes or improvements in the operation of the System; (v) a list of the insurance policies in force at the end of the Fiscal Year setting out

as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy; and (vi) the number and types of connections at the end of the Fiscal Year.

- (f) The Municipality will carry, for the benefit of the registered owners of the Bonds, insurance of a kind and in such amounts as would usually be carried by private companies or other public bodies engaged in operating a similar utility system. All amounts received for losses under any of such insurance policies on property that was acquired or improved with proceeds of the Bonds, the Outstanding Bonds, or any Parity Bonds that are subject to the federal tax law requirements applicable to tax-exempt obligations, except public liability, shall (i) be used in repairing the damage or in replacing the property destroyed, unless the Governing Body finds that it is not advisable to repair such damage or replace such property and that the operation of the System will not be impaired if such property is not repaired or such property is not replaced, or (ii) be paid into the Revenue Fund, in all other cases.
- (g) The Municipality will grant no franchise for the operation of another System (or any part thereof) within the geographic limits of the Municipality, unless the denial of such franchise would be in violation of any law.
- (h) The Municipality will by resolution of its Governing Body require all buildings in the Municipality used for human habitation and located adjacent to service from the System, or located in a block through which service from the System extends, to be connected with service from the System.
- (i) The Municipality will not enter into any contract with any person or persons which would cause any Bonds to become “private activity bonds,” within the meaning of Section 141(a) of the Code or any Treasury Regulations promulgated thereunder.
- (j) The Municipality will comply with all applicable requirements of the Code that shall be satisfied subsequent to the issuance of the Bonds that are subject to the federal tax law requirements applicable to tax-exempt obligations, including, but not limited to the rebate requirements set forth in the Code and the Treasury Regulations. The Municipality will comply

with the provisions of the Tax Certificate delivered in connection with the issuance of the Bonds relating to these requirements.

Section 20. Additional Bonds.

The Municipality will issue no notes, bonds, or any other obligations of any kind or nature payable from or enjoying a lien on the Gross Earnings, the Special Redemption Fund (or any portion thereof), or properties of the System on a parity with or having a priority over the Bonds and the Outstanding Bonds, except as provided in this Section:

- (a) Notes (including bond anticipation notes) or bonds may be issued having a priority over the Outstanding Bonds, the Bonds, and Parity Bonds if either (i) such notes or bonds are issued, wholly or in part, for the purpose of and will provide an amount sufficient, together with the earnings thereon and all other funds legally available therefor, to pay the entire principal of and all interest on the Outstanding Bonds, the Bonds, and Parity Bonds to their maturity or early redemption; or (ii) immediately upon the issuance of such notes or bonds, the Municipality has discharged all of the Outstanding Bonds, the Bonds, and Parity Bonds in the manner provided in Section 22 of this resolution.
- (b) Additional notes (including bond anticipation notes) or bonds may be issued on a parity with the Outstanding Bonds, the Bonds, and Parity Bonds if such notes or bonds are issued for the purpose of refunding any of the Outstanding Bonds, the Bonds, or Parity Bonds which either (i) have matured or (ii) will mature not later than 90 days after the date of delivery of such refunding notes or bonds if there are insufficient amounts in the Debt Service Fund and, in the case of the Bonds and any Secured Parity Bonds, the Earnings Account and the Reserve Account, to provide for the required payments.
- (c) Additional notes (including bond anticipation notes) or bonds may be issued on a parity with the Outstanding Bonds, the Bonds, and Parity Bonds (provided, that such notes or bonds may or may not be secured by the Earnings Account and the Reserve Account) if all of the following conditions have been satisfied:

(1) If (A) the Net Revenues for the last completed Fiscal Year were at least 1.25 times the maximum annual interest and principal requirements on all bonds and notes then outstanding payable from the Gross Earnings (other than bonds being refunded) and the bonds or notes so proposed to be issued for any succeeding Bond Year during which the relevant obligations will be outstanding; *provided, however*, that if prior to the authorization of such additional bonds or notes the Municipality has adopted and put into effect a revised schedule of rates, then the Net Revenues for the last completed Fiscal Year which would, in the written opinion of an Independent Consultant employed for that purpose, have

resulted from such rates had they been in effect for such period, may be used in lieu of the actual Net Revenues for the last completed Fiscal Year; (B) the need for such financing is evidenced by a certificate or certificates of an Independent Consultant with recognized expertise in utility ratemaking before the Public Service Commission of Wisconsin employed for that purpose, giving a detailed description of the proposed projects to be financed, an estimate of the cost of the proposed projects including proposed capitalized interest, if any, and an estimate of the time of completion of the proposed projects, and showing the feasibility of such financing with reference to projected Net Revenues based on rates and charges projected to be in effect upon completion of such projects; *provided*, that such feasibility shall not be deemed shown unless the projected Net Revenues for each of the two full Fiscal Years next succeeding the estimated date of completion of such projects shall be equal to at least equal to 1.25 times the maximum annual interest and principal requirements on all bonds and notes then outstanding payable from the Gross Earnings (other than bonds being refunded) and the bonds or notes so proposed to be issued for any succeeding Fiscal Year during which the relevant obligations will be outstanding; or (C) the proceeds of the additional bonds or notes will be used to refund Outstanding Bonds, Bonds, or Parity Bonds and, after giving effect to the refunding, the payments due in each year of the interest and principal on the Outstanding Bonds, the Bonds, and Parity Bonds then outstanding (not including the obligations being refunded) and the additional bonds or notes proposed to be issued will be less than the payments due in each year of the interest and principal on the Outstanding Bonds, the Bonds, and Parity Bonds then outstanding (in other words, the refunding will produce debt service savings in each year). For purposes of this subsection, except as otherwise provided, Net Revenues for any Fiscal Year will be either (x) the Net Revenues shown in the audit of the System's books and accounts for the Fiscal Year required by Section 19(e) of this resolution, if such an audit is available, or (y) if such an audit is not available, then the estimated, unaudited Net Revenues for the last completed Fiscal Year.

(2) The payments required to be made into the Funds and Accounts created or continued pursuant to Section 15 of this resolution shall be current.

(3) There shall be on hand in the Reserve Account immediately upon the issuance of such additional bonds or notes an amount not less than the Minimum Reserve Amount.

(4) The additional bonds or notes must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(5) The proceeds of the additional bonds or notes shall be used only to refund the Bonds, Outstanding Bonds, or Parity Bonds, or for acquiring or constructing additions, extensions, improvements, renewals or replacements to the System.

In the case of bond anticipation notes, the provisions of the Act shall govern with respect to all matters relating to the lien and sources of payment of such notes.

Section 21. Resolution a Contract; Remedies of Bondholders.

The provisions of this resolution constitute a contract between the Municipality and the registered owners of the Bonds. After the issuance of the Bonds no change or alteration in the provisions of this resolution may be made, except as provided in Section 23 of this resolution and in the definition of “Fiscal Year” in Section 1 of this resolution, until all Bonds have been paid in full as to both principal and interest.

The registered owners of any of the Bonds will have the right, in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce their rights against the Municipality, the Governing Body, and any and all officers and agents thereof, including, but not limited to, the right to require the Municipality, the Governing Body, and any other authorized body to fix and collect rates and charges fully adequate to carry out all provisions and agreements contained in this resolution, and the right to have a receiver appointed for the System in the event of a default in the payment of principal of or interest on the Bonds.

Section 22. Discharge and Satisfaction of Bonds and Covenants.

The agreements, covenants, liens, and pledges entered into, created, or imposed pursuant to this resolution may be fully discharged and satisfied with respect to any or all of the Bonds in any one or more of the following ways:

- (a) By paying the Bonds when they become due and payable, or upon their prior redemption in the manner provided in this resolution;
- (b) By depositing with the Fiscal Agent for the Bonds funds in the amount necessary, without consideration of any reinvestment thereof, to pay the principal of and interest on the Bonds until their maturity or earlier redemption; *provided* that if the Bonds are to be redeemed prior to their stated maturities, then (i) the Bonds shall have been irrevocably called for redemption by the Governing Body, and (ii) provision shall have been made for the required notice of the redemption in the manner provided in this resolution; *provided, further*, that any such deposit can only be made if the deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes; or
- (c) By depositing with a trustee or an escrow agent, in trust for such purpose, on or before the date of maturity or redemption, money and/or direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, in such amount as, together with the income or increment to accrue thereon without

consideration of any reinvestment thereof, will be fully sufficient to pay or redeem (when redeemable) the Bonds at or before their respective maturity dates; *provided*, that if a Bond is to be redeemed prior to its stated maturity date, then (i) the Bond shall have been irrevocably called for redemption by the Governing Body, and (ii) provision shall have been made for the required notice of the redemption in the manner provided in this resolution; *provided, further*, that any such deposit can only be made if the deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes.

Upon a payment or a deposit of money or investments in the amount and manner required by this section, all liability of the Municipality with respect to the relevant Bonds will cease, determine, and be completely discharged, and the registered owners of any Bonds that are not then retired will be entitled only to payment out of the money and investments deposited as required by this section.

Section 23. Amendment of Resolution.

Amendment Without the Consent of the Owners. This resolution may be amended from time to time without the consent of the registered owners of the Bonds to make any change that does not adversely affect the registered owners of the Bonds, including, without limitation, to cure any ambiguities, inconsistencies, or typographical errors that may be contained in this resolution.

Amendment With the Consent of the Owners. This resolution may also be amended from time to time with the written consent of the registered owners of not less than two-thirds in outstanding principal amount of the Bonds (not including any Bonds that are held or owned by or for the account of the Municipality); *provided, however*, that this resolution may be amended only with the unanimous written consent of the registered owners of the Bonds (not including any Bonds that are held or owned by or for the account of the Municipality):

- (i) To make any change in the stated maturity date of or interest rate on any Bond; to modify the terms of payment of principal of or interest on any Bond; or to impose any conditions with respect to payment of principal of or interest on any Bond;
- (ii) To materially affect the rights of the owners of less than all Bonds then outstanding; or
- (iii) To reduce the required outstanding principal amount of the Bonds for which consent shall be given to effect any future amendments to this resolution.

Notice. If the Municipality proposes to amend this resolution under any provision of this section, then the Municipality shall cause notice of the proposed amendment (the “**Amendment Notice**”) and, if consent is required, a form of consent to the proposed amendment (the “**Consent**”) to be (i) sent by first class mail to all registered owners of the Bonds and (ii) filed with the Municipal Securities Rulemaking Board if required under the Continuing Disclosure Agreement. The Amendment Notice shall briefly describe the nature of the proposed

amendment and shall state that a copy of the proposed amendment is on file for public inspection in the office of the Recording Officer. The Consent shall refer to the proposed amendment, specifically evidence consent to and approval of the proposed amendment, and be dated by the owner of the Bonds upon execution of the Consent. The Amendment Notice and Consent may be one document.

If, on any date prior to one year after the date the Amendment Notice and Consent are sent, the Recording Officer receives Consents executed by the registered owners of the Bonds and Outstanding Bonds owning not less than the outstanding principal amount required to approve the amendment, then the Governing Body may adopt a resolution effecting the proposed amendment and, upon the adoption of the resolution effecting the proposed amendment, the proposed amendment will become effective and binding upon the registered owners of all the Bonds.

Any Consent given by the registered owner of a Bond pursuant to the provisions of this section will be irrevocable for a period of six months from the date of the Consent and will be conclusive and binding upon all future registered owners of the same Bond during the six-month period. A Consent may be revoked on any date after the six-month period by the registered owner who gave the Consent or by a successor in title by filing notice of such revocation with the Recording Officer; *provided* that a revocation will not be effective if the Recording Officer has already received Consents from registered owners of the Bonds owning not less than the required outstanding principal amount to approve the amendment, evidencing their consent to and approval of the proposed amendment that was the subject of the Consent.

The registered owners of 100% of the Bonds may waive in writing any of the above time periods with respect to any proposed amendment.

Notwithstanding the foregoing, no such amendment shall affect the Prior Resolutions or the terms of the Outstanding Bonds except in accordance with the provisions of the respective Prior Resolutions.

Section 24. Sale of Bonds.

The Bonds are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers and the Treasurer (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Bonds (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Bonds for sale by competitive bid which shall include the bidding terms for the Bonds and the parameters set forth in Section 4 of this resolution (the "**Notice of Sale**"). The Municipal Officers and the Treasurer are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Bonds to be (i) provided to The Bond Buyer for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

An Authorized Officer is hereby authorized and directed to receive written bids for the sale of the Bonds on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. An Authorized Officer may, in such person's discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which the Authorized Officer determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 4 hereof.

Subject to the terms of this resolution, each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Bonds to the Bond Purchaser at the Purchase Price, plus any accrued interest; such award to be evidenced by and effected by the execution of the Purchase Agreement, which may include the Bond Purchaser's executed Bid Form. If the Purchase Agreement signed and presented by the Bond Purchaser contains final terms for the Bonds that comply with the parameters set forth in this resolution and the Notice of Sale, then an Authorized Officer is hereby authorized to approve and accept the Purchase Agreement, and an Authorized Officer, acting alone on behalf of the Issuer, is directed (i) to sign the Purchase Agreement in the Municipality's name and (ii) to take any additional actions needed to complete the sale of the Bonds, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Bonds and to arrange for delivery of the Bonds to the Bond Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Bonds may be delivered to the Bond Purchaser upon payment by the Bond Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale and this resolution.

Unless waived by the Bond Purchaser, the delivery of the Bonds is conditioned upon the Municipality furnishing the following items to the Bond Purchaser:

- (i) The Bonds, together with the written, unqualified approving opinion of Bond Counsel, evidencing the legality of the Bonds and that interest on the Bonds will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Bonds.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Bonds or the right of the Municipality to issue them at the time of their delivery.

Section 25. Application of Bond Proceeds.

- (a) The proceeds from the sale of the Bonds shall be disbursed as follows:
 - (i) Any accrued interest shall be deposited in the Debt Service Fund of the Special Redemption Fund.
 - (ii) The remaining proceeds from the sale of the Bonds shall be deposited into the 2025 Construction Fund and used as described in Section 15(f).
- (b) The Municipal Officers are hereby authorized and directed to cause an amount sufficient, from the Municipality's cash on hand, to be deposited into the Reserve Account on the Original Issue Date such that the total amount on deposit therein equals the Minimum Reserve Amount.

Section 26. Final Official Statement.

The Municipality authorizes and directs that a final offering document (the “**Final Official Statement**”) be prepared and distributed prior to the issuance of the Bonds. The Final Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Bonds as set forth in the Purchase Agreement. The Municipal Officers are directed to deliver copies of the Final Official Statement to the Bond Purchaser and, if the Bond Purchaser requests, execute one or more copies on behalf of the Municipality. Execution and delivery of the Final Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 27. Publication of Notice.

The Recording Officer is directed to publish notice that the Municipality has agreed to sell the Bonds. The notice shall be published promptly after the execution of the Purchase Agreement in the Municipality's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The notice shall be in substantially the form attached hereto as Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 28. Authorization of Officers.

The appropriate officers of the Municipality are directed to prepare and furnish the following items to the Bond Purchaser and to the attorneys approving the legality of the Bonds:

- (i) Certified copies of proceedings and records of the Municipality relating to the Bonds and to the financial condition and affairs of the Municipality.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Bonds as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 29. Tax Law Covenants.

The Municipality covenants that it will comply with all requirements of the Code, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Bonds will be excluded from gross income for federal income tax purposes.

Section 30. Municipal Bond Insurance.

If the Bond Purchaser purchases municipal bond insurance with respect to the Bonds as permitted in the Notice of Sale, then the appropriate officers of the Municipality are hereby authorized and directed to take all actions necessary to assist the Bond Purchaser in obtaining such municipal bond insurance. Further, the Municipal Officers are hereby authorized and directed to agree to such additional provisions as the insurer may reasonably request and which are acceptable to the Municipal Officers, including provisions regarding restrictions on investment of proceeds of the Bonds, the payment procedure under the municipal bond insurance policy, the rights of the insurer in the event of default and payment of the Bonds by the insurer, and notices to be given to the insurer. In addition, appropriate reference to the municipal bond insurance policy shall be added to the form of Bonds if required by the insurer. Notwithstanding the foregoing, in the event the insurer requires specific insurer provisions to be applicable to the Bonds, the Municipal Officers and the Authorized Officer are hereby authorized and directed to review and negotiate, as applicable, such provisions and to include such provisions in a separate certificate to be signed by the Municipal Officers and the Authorized Officer.

Section 31. Further Authorization.

The Municipality authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 32. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded, except that this Section shall not be interpreted as rescinding any part of a resolution that authorized the issuance of any Outstanding Bonds.

Section 33. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 34. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: November 17, 2025

Approved: November ____, 2025

Mayor

Clerk

EXHIBIT A
FORM OF BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CITY OF STEVENS POINT

Registered

No. R-___ \$ _____

SEWERAGE SYSTEM REVENUE BOND, SERIES 2025

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
___ %	May 1, 20___	December 29, 2025	86025C ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF STEVENS POINT, WISCONSIN (herein called the “**Municipality**”) hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner, only from the income and revenues hereinafter specified, the Principal Amount on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each May 1 and November 1, beginning on May 1, 2026, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of revenue bonds (the “**Bonds**”) of the Municipality of an aggregate principal amount of \$_____, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Municipality pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621 of the Wisconsin Statutes, and acts supplementary thereto.

This Bond, together with interest hereon, is payable in lawful money of the United States of America together with the Municipality’s outstanding (i) \$3,019,439 Sewerage

Exhibit A – 1

System Revenue Bonds, Series 2010B, dated April 28, 2010, (ii) \$19,177,115 Sewerage System Revenue Bonds, Series 2018, dated September 12, 2018, (iii) \$2,975,000 Sewerage System Revenue Refunding Bonds, Series 2019, dated December 30, 2019, and (iv) \$2,800,000 Sewerage System Revenue Bonds, Series 2022, dated November 2, 2022 (collectively, the “**Outstanding Bonds**”), from the income and revenues to be derived from the operation of the Municipality’s sewerage system (the “**System**”) to be set aside in the “**Debt Service Fund**,” which was created by a resolution adopted by the governing body of the Municipality on September 14, 1992 (the “**1992 Resolution**”) and affirmed and continued by the resolutions authorizing the issuance of the Outstanding Bonds, and by a resolution adopted by the governing body of the Municipality on November 17, 2025 entitled “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,590,000 Sewerage System Revenue Bonds, Series 2025, and Certain Related Details” (the “**2025 Resolution**”). Reference is hereby made to the 2025 Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, the provisions pursuant to which this Bond has been issued, and the conditions under which bonds and notes may hereafter be issued on a parity with this Bond. The Bonds rank on a parity with the Outstanding Bonds. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision; the Bonds and interest thereon are not general obligations of the Municipality, and the Municipality is not obligated, directly or indirectly or contingently, to levy or to pledge any form of taxation whatsoever for payments due with respect to the Bonds.

This Bond is a valid claim of the registered owner hereof only against the Sewerage System Special Redemption Fund created by a resolution adopted by the governing body of the Municipality on March 8, 2010 and affirmed and continued by the 2025 Resolution (the “**Special Redemption Fund**”), of which the Debt Service Fund is a part, and the revenues of the System pledged to the Special Redemption Fund. Sufficient revenues of the System have been pledged to the Special Redemption Fund and will be used for no other purpose than to pay the principal of and interest on the Bonds and all other obligations payable from the revenues of the System (including the Outstanding Bonds) that are issued on a parity and equality with the Bonds and the Outstanding Bonds, as the same becomes due.

On the date of their initial delivery, the Bonds will be maintained in a system in which no physical distribution of certificates representing ownership of the Bonds is made to the owners of the Bonds but instead all outstanding Bonds are registered either in the name of a securities depository appointed by the Municipality (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Bonds electronically (a “**Book-Entry System**”). So long as the Bonds are maintained in a Book-Entry System, the principal of and interest on this Bond will be paid by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by [the Municipality’s Treasurer][Bond Trust Services Corporation], or any successor fiscal agent appointed by the Municipality (hereinafter, the “**Fiscal Agent**”), which shall act as authentication agent, paying agent, and registrar for the Bonds.

If on any date the Bonds are *not* being maintained in a Book-Entry System, then (i) the principal of this Bond will be paid by the Fiscal Agent upon its presentation and surrender

on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Bond will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Bond is registered in the register (the “**Bond Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month immediately preceding each regularly scheduled interest payment date (the “**Record Date**”). The Municipality and the Fiscal Agent may treat the person or entity in whose name this Bond is registered on the Bond Register as the absolute owner of the Bonds for all purposes whatsoever under the 2025 Resolution.

The Bonds maturing on and after May 1, 20__ are subject to redemption prior to their stated maturity dates, at the Municipality’s option, in whole or in part, in the order of maturity selected by the Municipality, on May 1, 20__ and on any date thereafter. The redemption price will be 100% of the principal amount redeemed plus accrued interest to the redemption date, and no premium will be paid. If payment of a Bond called for redemption has been made or provided for, then, interest on the Bond stops accruing on the stated redemption date. If less than all outstanding principal amount of a specific maturity is redeemed, then the Bonds will be redeemed in \$5,000 multiples as described below[, and if a portion, but not all, of a maturity that is subject to partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Municipality will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Bonds maturing on May 1 in the years 20__ and 20__ (collectively, the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Municipality will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

<u>Term Bonds Maturing May 1, 20__</u>		
Sinking Fund Redemption Date (May 1)		Principal Amount To be Redeemed
20__		\$,000
20__	(Stated Maturity)	,000

<u>Term Bonds Maturing May 1, 20__</u>		
Sinking Fund Redemption Date (May 1)		Principal Amount To be Redeemed
20__		\$,000
20__	(Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner described below and the Municipality will give notice of the redemption in the manner described below.]

So long as the Bonds are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Bonds are transferable, only upon the Bond Register and only if the Depository ceases to act as securities depository for the Bonds and the Municipality appoints a successor securities depository. If that happens, then upon the surrender of the Bonds to the Fiscal Agent the Municipality will issue new fully registered Bonds in the same aggregate principal amounts to the successor securities depository and the Bonds will be recorded as transferred to the successor securities depository in the Bond Register.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will randomly select the beneficial owners of the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Bond to the Fiscal Agent, the Municipality will issue a new Bond in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days before the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days before the proposed optional redemption date.

If on any date the Bonds are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Bond is transferable, only upon the Bond Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Bond must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Municipality will issue one or more new fully registered Bonds in the same aggregate principal

amount to the transferee or transferees, as applicable, in exchange for the surrendered Bonds and upon the payment of a charge sufficient to reimburse the Municipality or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after the Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Municipality will randomly select the Bonds to be redeemed. If a Bond has been called for redemption by less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender to the Fiscal Agent of the Bond, the Municipality will issue a new Bond in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent by first class mail, not less than 30, and not more than 60, days before the proposed redemption date, to the registered owners of any Bonds to be redeemed at the respective addresses set forth in the Bond Register. Notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days before the proposed optional redemption date to the registered owners of any Bonds which were to have been optionally redeemed.

The Municipality hereby certifies, recites, and declares that all acts, conditions, and procedures required by law to be, or to be done, precedent to and in the issuing of this Bond and of the issue of which it is a part, do exist, have happened, and have been done and performed in regular and due form, time, and manner as required by law; and that a sufficient amount of the income and revenue to be received by the Municipality from the operation of the System has been pledged to, and will be set aside into a special fund for, the payment of principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality, by its governing body, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk, and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF STEVENS POINT, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Exhibit A – 5

CERTIFICATE OF AUTHENTICATION:

Dated: December __, 2025

This Bond is one of the Bonds described in the within-mentioned 2025 Resolution.

[BOND TRUST SERVICES CORPORATION,
as Fiscal Agent]

[Treasurer, as Fiscal Agent] [Authorized Signatory]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty rectangular box for Social Security or other identifying number]

(Please Print or Type Name and Address of Assignee)

the within-mentioned Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or change whatsoever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person’s authority to act must accompany this Bond.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF STEVENS POINT, WISCONSIN
RELATING TO SEWERAGE SYSTEM BOND SALE

On November 17, 2025, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Stevens Point, Wisconsin (the "City") authorized the borrowing of money through the issuance of bonds and authorized certain City officials to enter into a purchase contract relating to said borrowing. On _____, 2025 the City entered into a purchase contract with an underwriter to whom the City agreed to sell its sewerage system revenue bonds in the principal amount of \$ _____. It is anticipated that the bond closing will be held on or about December ___, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 1515 Strongs Avenue, Stevens Point, Wisconsin between the hours of 7:30 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that (i) an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice, and (ii) the notice may not be published until after the issuer has entered into a contract for sale of the bond or other financing.

Publication Date: _____, 2025

/s/ Susan Pagel

City Clerk

CERTIFICATIONS BY CLERK

I, Susan Pagel, certify that I am the duly qualified and acting Clerk of the City of Stevens Point, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$2,590,000 Sewerage System Revenue Bonds, Series 2025,
and Certain Related Details**

I further certify as follows:

1. **Meeting Date.** On November 17, 2025, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On November ____, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Stevens Point, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On November ____, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay, and _____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on November ____, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors in the form attached as Exhibit B to the Resolution to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on November ____, 2025.

Clerk

[SEAL]

November 17, 2025

PRE-SALE REPORT FOR

City of Stevens Point, Wisconsin

\$5,215,000 Water System Revenue Bonds, Series 2025



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Casey Griffiths, Senior Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$5,215,000 Water System Revenue Bonds, Series 2025.

Purposes:

The proposed issue includes financing for water system improvements. Debt service will be paid from water revenues.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s):

- 66.0621

The Bonds are not general obligations of the City but are payable only from and secured by a pledge of income and revenue to be derived from the operation of the Water System.

Term/Call Feature:

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on May 1 in the years 2028 through 2045. Interest will be due every six months beginning May 1, 2026.

The Bonds will be subject to prepayment at the discretion of the City on May 1, 2034 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa3”. The City will request a new rating for the Bonds.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” For this issue of Bonds, any premium amount received may: be retained; used to reduce the issue size; or combination thereof. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

Parameters:

The Common Council will consider adopting a Parameters Resolution on November 17, 2025, which delegates authority to the Comptroller/Treasurer and the Mayor to accept and approve a bid for the Bonds so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$5,215,000
- * Maximum Bid of 110%
- * Minimum Bid of 98.75%
- * Maximum True Interest Cost (TIC) of 4.27%
- * Maturity Adjustments: Maturities in years 2028-2031 may be increased or decreased by \$40,000 and maturities in years 2032 to 2045 may be increased or decreased by \$75,000.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the

successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

Utility Revenue: The City expects to pay the Bond debt service with:

- Water Revenues

In the event utility revenues are insufficient to pay debt service, the Common Council is committing to consider appropriating funds from any other available sources in an amount sufficient to cover the shortfall. If it chooses to do so, the City may levy a tax to make up a shortfall. Any amount levied for this purpose is exempted from levy limits. While the City is not required to appropriate the funds necessary to remedy any shortfall in revenues needed to pay debt service, failure to do so would result in either a lack of access to capital markets in the future, or access at a substantially higher cost.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP

Paying Agent: Bond Trust Services, if term bonds.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Parameters Resolution consideration by City Council:	November 17, 2025
Conference with Rating Agency:	Week of November 17, 2025
Due Diligence Call to Review Official Statement:	Week of November 24, 2025
Distribute Official Statement:	December 1, 2025
Designated Officials Award Sale of the Bonds:	December 8, 2025
Estimated Closing Date:	December 29, 2025

Attachments

- Project List
- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Water Debt Coverage Analysis

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Casey Griffiths, Senior Financial Specialist	(262) 796-6198
Sue Porter, Lead Public Finance Analyst	(262) 796-6167
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1 Project List

City of Stevens Point, WI

Projects	Purpose/Dept.	Cost	Totals
Well 12 and Treatment Plant Upgrades	Water	2,500,000	2,500,000
Northside Business 51 (Roadway) Water Mains	Water	1,400,000	1,400,000
Southside Business 51 (Roadway) Water Mains	Water	800,000	800,000
Michigan Ave Underpass Water Mains	Water	400,000	400,000
Total		5,100,000	5,100,000

Table 2 Sources and Uses

City of Stevens Point, WI

	2025	
	Water Revenue Bonds	Water Portion
CIP Projects		
Water Improvements	5,100,000	5,100,000
Subtotal Project Costs	5,100,000	5,100,000
CIP Projects	5,100,000	5,100,000
Less Other Available Revenues		
Cash Available for change in DSR	(492,740)	(492,740)
Debt Service Reserve		
DSR Funds On Hand	(328,481)	(328,481)
New DSR Requirement	821,221	821,221
Reserve Fund Requirement	492,740	492,740
Estimated Issuance Expenses		
Municipal Advisor (Ehlers)	30,000	30,000
Bond Counsel	30,000	30,000
Rating Fee	23,000	23,000
Underwriter's Discount	12.50 65,188	65,188
Paying Agent	850	850
Subtotal Issuance Expenses	149,038	149,038
TOTAL TO BE FINANCED	5,249,038	5,249,038
Estimated Interest Earnings	3.00% (38,250)	(38,250)
Assumed spend down (months)	3	
Rounding	4,213	4,213
NET ISSUE SIZE	5,215,000	5,215,000

Table 3

Allocation of Debt Service - 2025 Water Revenue Bonds

City of Stevens Point, WI

Year Ending	Water Portion			Total
	Principal	Est. Rate ¹	Interest	
2026			175,414	175,414
2027			209,103	209,103
2028	50,000	3.15%	208,315	258,315
2029	50,000	3.10%	206,753	256,753
2030	50,000	3.10%	205,203	255,203
2031	50,000	3.10%	203,653	253,653
2032	280,000	3.20%	198,398	478,398
2033	285,000	3.25%	189,286	474,286
2034	295,000	3.35%	179,714	474,714
2035	305,000	3.50%	169,435	474,435
2036	320,000	3.65%	158,258	478,258
2037	330,000	3.75%	146,230	476,230
2038	345,000	3.85%	133,401	478,401
2039	360,000	4.40%	118,840	478,840
2040	375,000	4.45%	102,576	477,576
2041	390,000	4.50%	85,458	475,458
2042	405,000	3.55%	69,494	474,494
2043	425,000	4.60%	52,530	477,530
2044	445,000	4.70%	32,298	477,298
2045	455,000	4.80%	10,920	465,920
Total	5,215,000		2,855,275	8,070,275

Year Ending	Totals		
	Principal (5/1)	Interest	Total
2026	0	175,414	175,414
2027	0	209,103	209,103
2028	50,000	208,315	258,315
2029	50,000	206,753	256,753
2030	50,000	205,203	255,203
2031	50,000	203,653	253,653
2032	280,000	198,398	478,398
2033	285,000	189,286	474,286
2034	295,000	179,714	474,714
2035	305,000	169,435	474,435
2036	320,000	158,258	478,258
2037	330,000	146,230	476,230
2038	345,000	133,401	478,401
2039	360,000	118,840	478,840
2040	375,000	102,576	477,576
2041	390,000	85,458	475,458
2042	405,000	69,494	474,494
2043	425,000	52,530	477,530
2044	445,000	32,298	477,298
2045	455,000	10,920	465,920
Total	5,215,000	2,855,275	8,070,275

Notes:

1) Estimated Rate assumes TIC of 4.27%

Table 4 Water Utility Debt Coverage

City of Stevens Point, WI

Year	Water Revenue Debt Coverage				Water All in Coverage (Revenue and G.O.)				Year
	Existing Revenue Debt	Proposed Revenue Debt	Total	Debt Coverage	Existing Revenue and G.O.	Proposed Revenue Debt	Total	Debt Coverage	
				\$2,644,895 2024 Net Revenues				\$1,774,895 2024 Net Revenues	
2025	1,031,787	0	1,031,787	2.56	1,127,863	0	1,127,863	1.57	2025
2026	1,033,889	175,414	1,209,302	2.19	1,129,934	175,414	1,305,348	1.36	2026
2027	1,030,612	209,103	1,239,715	2.13	1,126,627	209,103	1,335,730	1.33	2027
2028	1,031,958	258,315	1,290,273	2.05	1,127,940	258,315	1,386,255	1.28	2028
2029	1,032,800	256,753	1,289,552	2.05	1,128,750	256,753	1,385,502	1.28	2029
2030	1,028,263	255,203	1,283,466	2.06	1,028,263	255,203	1,283,466	1.38	2030
2031	1,028,348	253,653	1,282,001	2.06	1,028,348	253,653	1,282,001	1.38	2031
2032	328,356	478,398	806,754	3.28	328,356	478,398	806,754	2.20	2032
2033	328,481	474,286	802,768	3.29	328,481	474,286	802,768	2.21	2033
2034	324,381	474,714	799,095	3.31	324,381	474,714	799,095	2.22	2034
2035	324,981	474,435	799,416	3.31	324,981	474,435	799,416	2.22	2035
2036	325,181	478,258	803,439	3.29	325,181	478,258	803,439	2.21	2036
2037	324,981	476,230	801,211	3.30	324,981	476,230	801,211	2.22	2037
2038	324,381	478,401	802,783	3.29	324,381	478,401	802,783	2.21	2038
2039	328,281	478,840	807,121	3.28	328,281	478,840	807,121	2.20	2039
2040	326,681	477,576	804,258	3.29	326,681	477,576	804,258	2.21	2040
2041	324,491	475,458	799,948	3.31	324,491	475,458	799,948	2.22	2041
2042	326,600	474,494	801,094	3.30	326,600	474,494	801,094	2.22	2042
2043		477,530	477,530	5.54		477,530	477,530	3.72	2043
2044		477,298	477,298	5.54		477,298	477,298	3.72	2044
2045		465,920	465,920	5.68		465,920	465,920	3.81	2045
2046		0	0	N/A		0	0	N/A	2046
Total	10,804,453	8,070,275	18,874,728		11,284,523	8,070,275	19,354,798		Total

Notes:

1. All in coverage net revenues reduced by PILOT amount.

**COMMON COUNCIL
OF THE
CITY OF STEVENS POINT, WISCONSIN**

November 17, 2025

Resolution No. _____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$5,215,000 Water System Revenue Bonds, Series 2025,
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Stevens Point, Wisconsin (the “**Municipality**”) makes the following findings and determinations:

1. The Municipality currently owns and operates a municipal water system (the “**System**”, as more fully defined below), which is a “public utility” within the meaning of Section 66.0621 (1)(b) of the Wisconsin Statutes.

2. Under the provisions of Section 66.0621 of the Wisconsin Statutes, as amended (the “**Act**”), the Municipality may, by action of the Governing Body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving, conducting, controlling, operating, or managing the System, and the refunding of municipal obligations issued for such purposes, from the proceeds of municipal obligations, including revenue bonds payable only from the income and revenues derived from the operation of the System.

3. The Municipality has previously authorized, sold, and issued its \$11,062,597 Taxable Water System Revenue Bonds, Series 2011, dated July 13, 2011 (the “**Series 2011 Bonds**”), pursuant to a resolution adopted by the Governing Body on July 5, 2011 (the “**2011 Resolution**”). The Series 2011 Bonds were purchased by the State of Wisconsin Safe Drinking Water Loan Program and are currently outstanding in the aggregate principal amount of \$3,963,015.97.

4. The Municipality has previously authorized, sold, and issued its \$4,265,000 Water System Revenue Bonds, Series 2022, dated November 2, 2022 (the “**Series 2022 Bonds**”), pursuant to a resolution adopted by the Governing Body on October 17, 2022 (the “**2022 Resolution**”). The 2022 Bonds are currently outstanding in the aggregate principal amount of \$3,970,000.

5. No other outstanding obligations are payable only from the income and revenues derived from the operation of the System.

6. The Municipality needs funds to finance certain additions, extensions, and improvements to the System, including, but not limited to, construction of and improvements to

water mains and inlets, and improvements to well number 12 and the water treatment plant (collectively, the “**Project**”)

7. The Municipality wishes to finance the costs of the Project by authorizing, selling, and issuing its not to exceed \$5,215,000 Water System Revenue Bonds, Series 2025 (the “**Bonds**”). The Bonds will be issued pursuant to the provisions of the Act, on the terms and conditions described in this resolution, and will be secured by and payable from the income and revenues derived and to be derived from the operation of the System. The Bonds will be issued on a parity and equality of rank with the Series 2011 Bonds and the Series 2022 Bonds (collectively, the “**Outstanding Bonds**”), except that the Bonds will also be secured by the Earnings Account and the Reserve Account of the Special Redemption Fund created under the 2022 Resolution and continued by this resolution. The Earnings Account and the Reserve Account do not secure the Series 2011 Bonds.

8. Certain provisions in the 2011 Resolution, which provisions are continued under the resolutions authorizing the issuance of each of the Outstanding Bonds and in this resolution, authorize the issuance of additional bonds and notes on a parity and equality of rank with the Outstanding Bonds as to the pledge of sufficient revenues of the System upon compliance with the conditions set forth therein (the “**Additional Bonds Test**”). All conditions set forth in the Additional Bonds Test for the issuance of bonds on a parity and equality of rank with the Outstanding Bonds have been or will be satisfied prior to the issuance of the Bonds.

9. In accordance with the provisions of Section 66.0621 (4)(a)2 of the Wisconsin Statutes and this resolution, (i) interest on the Bonds will be payable at least annually, and (ii) payment of principal of the Bonds will commence not later than 3 years after the date of issuance of the Bonds. The amount of the annual debt service payments to be made or provided for with respect to the Bonds is reasonable in accordance with prudent municipal utility management practices.

10. The Municipality has taken all actions required by law and has the power to sell and issue the Bonds.

11. The Governing Body is adopting this resolution to sell the Bonds and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Act**” means Section 66.0621 of the Wisconsin Statutes, as amended.

“**Authorized Officer**” means the Treasurer or if absent, then the Issuer’s Mayor, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 24 hereof.

“**Bond Counsel**” means (i) as of the Original Issue Date, Foley & Lardner LLP, and (ii) after the Original Issue Date, either Foley & Lardner LLP or any other nationally recognized firm of attorneys, employed by the Municipality, experienced in the field of municipal finance, whose legal and tax opinions concerning municipal obligations are generally accepted by purchasers of such obligations.

“**Bond Purchaser**” means the qualified bidder whose bid results in the lowest true interest cost as determined by the Authorized Officer, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

“**Bond Register**” means the register maintained by the Fiscal Agent in which the Fiscal Agent records:

- (i) The name and address of the owner of each Bond.
- (ii) All transfers of each Bond.

“**Bond Year**” means the twelve-month period ending on each May 1.

“**Bonds**” means the not to exceed \$5,215,000 City of Stevens Point, Wisconsin Water System Revenue Bonds, Series 2025, which will be issued pursuant to this resolution.

“**Book-Entry System**” means a system in which no physical distribution of certificates representing ownership of the Bonds is made to the owners of the Bonds but instead all outstanding Bonds are registered in the name of a securities depository appointed by the Municipality, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and transfers of the Bonds electronically.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Municipality and delivered on the closing date of the Bonds.

“**Current Expenses**” means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance, and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures.

“**Debt Service Fund**” means the fund established under the 2011 Resolution and continued under the Prior Resolutions and this resolution for payment of the Outstanding Bonds, the Bonds, and any Parity Bonds, which fund shall be held as a subaccount of the Special Redemption Fund created under the 2022 Resolution and continued by Section 15(c) of this resolution.

“**Depository**” means DTC or any successor appointed by the Municipality and acting as securities depository for the Bonds.

“**Depreciation Fund**” means the fund described in Section 15(d) of this resolution.

“**DTC**” means The Depository Trust Company, New York, New York.

“**Earnings Account**” means the Earnings Account of the Special Redemption Fund described in Section 15(c)(ii) of this resolution.

“**Financial Officer**” means the Municipality’s Treasurer.

“**Fiscal Agent**” means (i) the Treasurer or (ii) in the event the Bond Purchaser has elected term bonds, Bond Trust Services Corporation, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“**Fiscal Year**” means the twelve-month period beginning on January 1 of each year and ending on December 31 of each year. The Municipality may (subject to any applicable requirements in the Prior Resolutions) change the Fiscal Year of the System and any such change will not constitute a modification, change, amendment or alteration of this resolution for purposes of Section 23 of this resolution.

“**Funds and Accounts**” has the meaning given in Section 15 of this resolution.

“**Governing Body**” means the Municipality’s Common Council.

“**Gross Earnings**” means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any water service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project.

“**Independent Consultant**” means a recognized engineer or firm of engineers or a recognized certified public accountant or firm of certified public accountants who or which is not an officer or regular employee of the Municipality or the System and who or which is not devoting substantially all of his, her or its time and efforts to the affairs of the System.

“**Minimum Reserve Amount**” means the least of the following: (i) the maximum annual debt service coming due in any future year on the Bonds and Secured Parity Bonds then outstanding, (ii) 10% of the sum of the original stated principal amounts of the Bonds and each issue of Secured Parity Bonds then outstanding, or (iii) 125% of the average annual debt service on the Bonds and Secured Parity Bonds then outstanding.

“**Municipal Officers**” means the Mayor and the Clerk of the Municipality. These are the officers required by law to execute revenue obligations on the Municipality’s behalf.

“**Municipality**” means the City of Stevens Point, Wisconsin.

“**Net Revenues**” means the Gross Earnings of the System after deduction of Current Expenses.

“**Notice of Sale**” has the meaning given in Section 24 of this resolution.

“**Operation and Maintenance Fund**” means the fund described in Section 15(b) of this resolution.

“**Original Issue Date**” means December 29, 2025.

“**Outstanding Bonds**” has the meaning given in the recitals to this resolution.

“**Parity Bonds**” means all obligations payable from the revenues of the System other than the Bonds and the Outstanding Bonds, but issued on a parity and equality of rank with the Bonds and the Outstanding Bonds as to the pledge of revenues of the System (but not necessarily as to the pledge of the Earnings Account and the Reserve Account), pursuant to the restrictive provisions of the 2011 Resolution, the Prior Resolutions, and Section 20 of this resolution.

“**Prior Resolutions**” means collectively the 2011 Resolution and the 2022 Resolution.

“**Project**” has the meaning given in the recitals to this resolution.

“**Purchase Agreement**” means the purchase agreement signed and presented by the Bond Purchaser to evidence the purchase of the Bonds, which may include the Bond Purchaser’s executed Bid Form, as described in Section 24 of this resolution.

“**Purchase Price**” has the meaning given in Section 4 of this resolution.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Bonds.

“**Recording Officer**” means the Municipality’s Clerk.

“**Reserve Account**” means the Reserve Account of the Special Redemption Fund described in Section 15(c)(iii) of this resolution.

“**Secured Parity Bonds**” means obligations payable from the revenues of the System that are secured by the amounts on deposit in the Earnings Account and the Reserve Account, including the Series 2022 Bonds, the Bonds, and any Parity Bonds that are secured by the Reserve Account and the Earnings Account pursuant to the resolutions authorizing their issuance.

“**Series 2011 Bonds**” has the meaning given in the recitals to this resolution.

“**Series 2022 Bonds**” has the meaning given in the recitals to this resolution.

“**Special Redemption Fund**” means the fund described in Section 15(c) of this resolution.

“**Surplus Fund**” means the fund described in Section 15(e) of this resolution

“**System**” means the entire water system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature constituting part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles.

“**Treasurer**” means the Issuer’s Comptroller-Treasurer.

“**2011 Resolution**” has the meaning given in the recitals to this resolution.

“**2012 Resolution**” has the meaning given in the recitals to this resolution.

“**2025 Construction Fund**” means the fund described in Section 15(f) of this resolution.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* - Form of Bond.
- (ii) *Exhibit B* - Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Bonds.

The Governing Body authorizes the Bonds and orders that they be prepared, executed, and issued. The Bonds will be fully registered, negotiable, water system revenue bonds of the Municipality in the principal amount of not to exceed \$5,215,000. The Bonds will be issued under the provisions of the Act to pay the costs of the Project and the expenses of issuing the Bonds (including, but not limited to, printing costs and fees for financial consultants, Bond Counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Bonds.

The Bonds will be named “City of Stevens Point, Wisconsin Water System Revenue Bonds, Series 2025”. The Bonds will be dated the Original Issue Date, even if they are actually executed or issued on another date. Each Bond will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Bond will be in the denomination of \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Bonds will bear interest from the Original Issue Date at the rates set forth in the Purchase Agreement pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Authorized Officer; *provided, however*, that (i) the purchase price agreed to be paid to the Municipality by the Bond Purchaser for the purchase of the Bonds pursuant to Section 24 hereof, shall not be less than 98.75% nor more than 110% of the principal amount of the Bonds (the “**Purchase Price**”), and (ii) the true interest cost of the Bonds shall not exceed 4.27% (computed taking the Bond Purchaser’s compensation into account).

Interest on the Bonds will be due and payable on each May 1 and November 1 until the principal of the Bonds has been paid, beginning on May 1, 2026. Interest on each Bond will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Bond is registered on the Bond Register at the end of the day on the applicable Record Date. The Municipality and the Fiscal Agent may treat the person or entity in whose name any Bond is registered on the Bond Register as the absolute owner of the Bonds for all purposes whatsoever under this resolution. The Bonds will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Bonds.

The following table shows when the Bonds will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term bonds, may be increased or decreased by up to (i) \$40,000 in each year for the 2028 through 2031 maturities and (ii) \$75,000 in each year for the 2032 through 2045 maturities, as described in the Notice of Sale. The aggregate principal amount of the Bonds shall not exceed \$5,215,000; and the table below assumes the Bonds are issued in that amount. The actual maturity schedule and interest rates per annum, within the parameters set forth this Section and in accordance with the Notice of Sale, will be set forth in the Purchase Agreement and accepted by the Authorized Officer.

Principal Maturity Date (<u>May 1</u>)	Principal <u>Amount</u>	Principal Maturity Date (<u>May 1</u>)	Principal <u>Amount</u>
2028	\$ 50,000	2037	\$330,000
2029	50,000	2038	345,000
2030	50,000	2039	360,000
2031	50,000	2040	375,000
2032	280,000	2041	390,000
2033	285,000	2042	405,000
2034	295,000	2043	425,000
2035	305,000	2044	445,000
2036	320,000	2045	455,000

The principal of and interest on the Bonds will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Municipality appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Bonds. If applicable, the appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Municipality. The fiscal agency agreement may provide for the Municipality to pay the reasonable and customary fees of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Bond Register.

Section 6. Appointment of Depository.

The Municipality appoints DTC to act as securities depository for the Bonds. An authorized representative of the Municipality has previously executed a blanket issuer letter of representations with DTC on the Municipality's behalf, and the Municipality ratifies and approves that document.

Section 7. Book-Entry System.

On their date of issuance, the Bonds will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Municipality's relationship with DTC is terminated, then the Municipality may appoint another securities depository to maintain the Book-Entry System.

If on any date the Bonds are not being maintained in a Book-Entry System, then the Municipality will do the following:

- (i) At its expense, the Municipality will prepare, authenticate, and deliver to the beneficial owners of the Bonds fully-registered, certificated Bonds in the denominations of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Municipality will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Bonds under Section 67.10 (2) of the Wisconsin Statutes.

Section 8. Redemption.

The Purchase Agreement may state that certain Bonds maturing on and after a certain date are subject to redemption before their stated maturity dates, at the Municipality's option, in whole or in part, in the order of maturity selected by the Municipality, on a stated redemption date and on any date thereafter. If certain maturities of the Bonds are subject to such optional redemption, then the redemption price will be 100% of the principal amount redeemed,

plus accrued interest to the redemption date, and no premium will be paid. If payment of a Bond called for redemption has been made or provided for, then interest on such Bond stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Bonds will be redeemed in \$5,000 multiples in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Municipality will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Bond Purchase Agreement states that certain maturities of the Bonds are term bonds and subject to partial mandatory sinking fund redemption, then the Bonds maturing on such dates shall be subject to mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on May 1 of the years (each a “**Sinking Fund Redemption Date**”), and in the respective principal amounts (subject to reduction as provided in the immediate preceding paragraph), as set forth in the Bond Purchase Agreement and consistent with Section 4 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Bonds are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of and interest on the Bonds by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect.

Transfers. The Bonds are transferable, only upon the Bond Register and only if the Depository ceases to act as securities depository for the Bonds and the Municipality appoints a successor securities depository. If that happens, then upon the surrender of the Bonds to the Fiscal Agent, the Municipality will issue new fully registered Bonds in the same aggregate principal amount to the successor securities depository, and the Bonds will be recorded as transferred to the successor securities depository in the Bond Register.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will randomly select the beneficial owners of the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Bond to the Fiscal Agent, the Municipality will issue a new Bond in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than

60, days before the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days before the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Bonds are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Bond upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Bond by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Bond is registered on the Bond Register at the end of the day on the applicable Record Date.

Transfers. Each Bond is transferable, only upon the Bond Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Bond shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Municipality will issue one or more new fully registered Bonds in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Bonds and upon the payment of a charge sufficient to reimburse the Municipality or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Bonds or (ii) with respect to any particular Bond, after the Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Municipality or the Fiscal Agent will randomly select the Bonds to be redeemed. If a Bond has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender to the Fiscal Agent of the Bond, the Municipality will issue a new Bond in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent by first class mail, not less than 30, and not more than 60, days before the proposed redemption date, to the registered owners of the Bonds to be redeemed at the respective addresses set forth in the Bond Register. A notice of optional redemption may be revoked by sending a notice by first class mail not less than 15 days before the proposed optional redemption date to the registered owners of the Bonds which have been called for optional redemption.

Section 11. Form of Bonds.

The Bonds shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Municipality may cause the approving opinion of Bond Counsel to be printed or reproduced on the Bonds.

Section 12. Execution of Bonds.

The Bonds shall be signed by the persons who are the Municipal Officers on the date on which the Bonds are signed. The Bonds shall be sealed with the Municipality's corporate seal (or a facsimile thereof), if the Municipality has one and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Bonds will be valid and binding even if before they are delivered any person whose signature appears on the Bonds is no longer living or is no longer the person authorized to sign the Bonds. In that event, the Bonds will have the same effect as if the person were living or were still the person authorized to sign the Bonds.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Municipality are directed to sign the Continuing Disclosure Agreement, and the Municipality agrees to comply with all its terms.

Section 14. Security for the Bonds; Pledge.

The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund continued under this Resolution and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Outstanding Bonds (except as to entitlement to payment from the Earnings Account and the Reserve Account). Sufficient revenues are hereby pledged in and payable into the Special Redemption Fund and shall be used for no other purpose than to pay the principal of, and interest on the Outstanding Bonds, the Bonds, and any Parity Bonds as the same becomes due; *provided, however* that the Series 2011 Bonds and any Parity Bonds that are not Secured Parity Bonds shall not be entitled to payment from the Earnings Account or the Reserve Account.

Section 15. Funds and Accounts.

In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System and to secure the payment of the principal of and interest on the Outstanding Bonds, the Bonds, and any Parity Bonds, certain funds of the System which were created and established by the 2011 Resolution and the 2022 Resolution, and continued as applicable under the Prior Resolutions, are hereby affirmed, continued, or created, as applicable (collectively, the “**Funds and Accounts**”), and shall be used solely for the following respective purposes:

- (a) Water System Revenue Fund (the “**Revenue Fund**”), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Special Redemption Fund, the Depreciation Fund, and the Surplus Fund in the amounts and in the manner set forth in Section 16 of this resolution and used for the purposes described below.
- (b) Water System Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”), which shall be used for the payment of Current Expenses.
- (c) Water System Special Redemption Fund, which shall be divided into the following three accounts: (i) the “**Debt Service Fund**”, (ii) the “**Earnings Account**”, and (iii) the “**Reserve Account.**” Amounts held in the Debt Service Fund shall be used for the payment of the principal of, and premium, if any, and interest on, the Outstanding Bonds, the Bonds, and any Parity Bonds as the same becomes due. Amounts held in the Earnings Account shall be used as described in Section 16 (b)(2) of this resolution. Amounts held in the Reserve Account will be used solely to pay principal of or interest on the Secured Parity Bonds at any time when amounts in the Debt Service Fund and the Earnings Account are insufficient to make such payments. The Series 2011 Bonds are not secured by the Earnings Account or the Reserve Account, and no moneys held in the Earnings Account or the Reserve Account shall be used to pay principal of or interest on the Series 2011 Bonds or Parity Bonds that are not Secured Parity Bonds.
- (d) Water System Depreciation Fund (the “**Depreciation Fund**”), which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Water System Surplus Fund (the “**Surplus Fund**”), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Outstanding Bonds, the Bonds, and any Parity Bonds when the Debt Service Fund shall be insufficient for such purpose and thereafter

shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the funds provided in this Section 15; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts continued herein, or to reimburse the general fund of the Municipality for advances made by the Municipality to the System, or for any other lawful purpose.

- (f) 2025 Water System Construction Fund (the “**2025 Construction Fund**”), amounts in which will be used only to pay (i) the costs of issuing of the Bonds (including fees for any bond insurance policies securing the Bonds) and the costs of the Project, or (ii) interest on the Bonds at any time when there shall be insufficient money in the Special Redemption Fund for that purpose. Any balance remaining in the 2025 Construction Fund after the completion of the Project shall be transferred to the Earnings Account.

Section 16. Application of Revenues.

(a) **Deposit of Gross Earnings.**

The Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (1) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said fund from prior deposits);
- (2) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Outstanding Bonds, the Bonds, and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Outstanding Bonds, the Bonds, and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said fund from accrued interest, any premium or any other source);
- (3) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System;
- (4) to the Reserve Account, an amount equal to an installment amount necessary to increase the balance therein to the Minimum Reserve Amount; and
- (5) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund, the Reserve Account, and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfers shall be applicable

to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any Fund or Account required or permitted above, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within 60 days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, then such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Outstanding Bonds, the Bonds, and any Parity Bonds as the same accrues and the principal thereof as the same matures.

(b) **Uses of Amounts in Funds and Accounts.**

Amounts deposited in the following Funds and Accounts shall be held, used, or transferred as follows:

(1) *Operation and Maintenance Fund.* Amounts deposited in the Operation and Maintenance Fund shall be used for the purposes described in Section 15(b) of this resolution, unless the balance in the Operation and Maintenance Fund exceeds the estimated operating and maintenance expenses of the System for the next succeeding sixty days, in which case the excess amount shall (i) be transferred to the Debt Service Fund to remedy any deficiency in the Debt Service Fund, or (ii) if or to the extent that no such deficiency exists, be transferred to the Surplus Fund.

(2) *Debt Service Fund and Earnings Account.* The monthly deposit to the Debt Service Fund shall be in the amount set forth in Section 16 (a)(2) until the full amount of such installments is on deposit in the Debt Service Fund. The deposit for the Bonds and any Secured Parity Bonds shall be made first from the Earnings Account until it is depleted, and all moneys in the Earnings Account will be deemed to have been used first in payment of interest on the Bonds and any Secured Parity Bonds (the Series 2011 Bonds are not secured by the Earnings Account). Any funds remaining in the Earnings Account after each such transfer shall first be transferred to the Debt Service Fund until there is on hand in the Debt Service Fund an amount equal to the full amount of interest and principal coming due on the Bonds and any Secured Parity Bonds then outstanding during the 12 months following the date of such transfer and after that either (i) be used to retire the Bonds or any Secured Parity Bonds in advance of maturity by redemption or by purchase of such bonds on the open market or an invitation and receipt of tenders of the lowest dollar price or prices obtainable, but not exceeding the lowest price at which such bonds could be redeemed on the next succeeding redemption date or (ii) be invested so as to restrict the yield thereon to avoid the Bonds or any Secured Parity Bonds being classified as “arbitrage bonds” within the meaning of Section 148 of the Code or any Treasury Regulations promulgated thereunder. Notwithstanding the foregoing, unless the Municipality is provided

with an opinion of Bond Counsel that the action specified below will not adversely affect the exclusion of interest on the Bonds or the applicable issue of Secured Parity Bonds from gross income for federal income tax purposes (A) moneys in the Earnings Account that are allocable to “proceeds” (within the meaning of Treas. Reg. § 1.148-1(b)) of the Bonds or any issue of Secured Parity Bonds may only be transferred to the Debt Service Fund if such moneys will be used to pay interest on or principal of the issue to which such proceeds are allocable, and (B) no moneys that are allocable to proceeds of the Bonds or any issue of Secured Parity Bonds will be used to pay interest on or principal of obligations that are not part of the issue to which the proceeds are allocable.

(3) *Reserve Account.* To the extent necessary, if funds are available in the Revenue Fund to make the transfers, monthly transfers will be made to the Reserve Account until there is on hand in the Reserve Account an amount equal to the Minimum Reserve Amount. Amounts in the Reserve Account shall be used whenever necessary to pay principal of or interest on the Bonds and Secured Parity Bonds whenever the Debt Service Fund and the Earnings Account are insufficient for that purpose (the Series 2011 Bonds are not secured by the Reserve Account). Any amounts in the Reserve Account in excess of the Minimum Reserve Amount shall be transferred to the Earnings Account. For the purpose of computing the Minimum Reserve Amount, all investments in the Reserve Account shall be valued semiannually, on each interest payment date, at then current market value. In the event that amounts are withdrawn from the Reserve Account or amounts on deposit in the Reserve Account on any valuation date are less than the Minimum Reserve Amount, the Municipality, from revenues of the System, shall restore any amounts so withdrawn or any shortfall so that 12 months following such withdrawal or shortfall the amount on deposit in the Reserve Account equals the Minimum Reserve Amount. If, 12 months following any withdrawal from the Reserve Account, the amount on deposit in the Reserve Account is less than the Minimum Reserve Amount, then the Financial Officer shall certify to the Governing Body the amount necessary to restore the Reserve Account to the Minimum Reserve Amount. Recognizing its moral obligation to do so, the Governing Body expresses its expectation and aspiration that, if presented with such a certification, it will make an appropriation of funds sufficient to restore the Reserve Account to the Minimum Reserve Amount. The Governing Body determines that the System and any appropriation of funds pursuant to this moral obligation pledge serves a public purpose by safeguarding the health and welfare of its citizens.

(4) *Surplus Fund.* Amounts in the Surplus Fund shall be used for the purposes described in Section 15(e) of this resolution.

Section 17. Deposits and Investments; Earnings on Investments.

The Special Redemption Fund shall be kept apart from monies in the other funds and accounts and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Outstanding Bonds, the Bonds, and any Parity Bonds as the same

becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603 (1m) of the Wisconsin Statutes. The other funds herein created or continued may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603 (1m) of the Wisconsin Statutes. No investment may be purchased or retained if the purchase of the investment or its retention would cause any Bond to be an “arbitrage bond” (within the meaning of Section 148 of the Code or the Treasury Regulations promulgated thereunder).

All income from the investment of amounts in the Debt Service Fund shall be retained in the Debt Service Fund. All income from the investment of amounts in the Reserve Account shall be transferred to the Earnings Account. All income from the investment of amounts in the 2025 Construction Fund shall be retained in the 2025 Construction Fund. All income from the investment of amounts in the Depreciation Fund shall be retained in the Depreciation Fund. All income from the investment of amounts in all other Funds and Accounts shall be transferred to the Revenue Fund and regarded as revenues of the System.

Section 18. Rebate Matters.

To comply with the rebate requirements of Section 148(f) of the Code and the related Treasury Regulations:

(1) The Municipality shall cause a determination to be made of the amount, if any, of rebate required to be paid with respect to the Bonds to the United States Treasury at least every five years (as of the anniversary date of the issuance of the Bonds) and upon the retirement of the last Bond. The Municipality may engage Bond Counsel or another qualified rebate determination provider to prepare the determination and may pay reasonable compensation to the provider for the performance of such services.

(2) The Municipality shall make required rebate payments to the United States Treasury with respect to the Bonds on such dates and in such amounts and manner as are required by the Code and the related Treasury Regulations.

(3) The Municipality shall keep records of the rebate determinations prepared and rebate payments made until three years after the April 15 of the calendar year immediately following the date of the retirement of the last Bond.

Section 19. Service to the Municipality; Covenants Regarding the Operation of the System.

For as long as the Bonds remain outstanding, or until discharged or satisfied pursuant to Section 22 of this resolution, the Municipality agrees and covenants with each and every registered owner of the Bonds as follows:

- (a) The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall, to the extent permitted by law, be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses.
- (b) The Municipality will faithfully and punctually perform all duties concerning the System required by the constitution and statutes of the State of Wisconsin, including the making and collecting of reasonable, lawful, and sufficient rates for services rendered by the System and the segregation and application of the revenues of the System as provided in this resolution.
- (c) The Municipality will not sell, lease, or in any manner dispose of all or any part of the System, or any additions or extensions that may be made to the System, until all Bonds have been paid in full, both principal and interest, or until provision has been made for the payment in full of all Bonds, both principal and interest, unless the property to be sold, leased or otherwise disposed of has been found by the Governing Body not to be necessary or useful in the operation of the System. If the property sold was acquired or improved with proceeds of the Bonds, the Outstanding Bonds, or any Parity Bonds that are subject to the federal tax law requirements applicable to tax-exempt obligations, then the proceeds received from any sale, lease, or disposal of any such property of the System shall be (i) applied in a manner consistent with federal tax law, or (ii) paid into the Revenue Fund, in all other cases.
- (d) The Municipality will: (i) operate and maintain the System in good condition; (ii) charge and collect such lawfully established rates and charges for the service rendered by the System so that the Gross Earnings will be sufficient to make the payments into the Funds and Accounts created by this resolution and provide for Net Revenues at least equal to 1.25 times the highest combined annual interest and principal requirements on all Outstanding Bonds, Bonds, and Parity Bonds then outstanding and (iii) promptly take such actions as are necessary to adopt and enforce increased rates whenever such increase shall be necessary to fulfill any covenant of this resolution.
- (e) The Municipality will keep proper books and accounts relating to the System separate from all other records of the Municipality and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants and will make available

to the owners of any of the Bonds the latest balance sheet and the profit and loss statement of the System as certified by such accountants. The registered owners of any Bonds will have the right to inspect the System and the records, accounts and data of the Municipality relating to the System at all reasonable times. Each audit of the books and accounts of the System, in addition to whatever matters may be thought proper by the accountants to be included therein, shall include the following: (i) a statement in detail of the revenues and expenditures of the System for the Fiscal Year; (ii) a statement of the Net Revenues for the Fiscal Year; (iii) a balance sheet as of the end of the Fiscal Year; (iv) the accountants' comment regarding the manner in which the Municipality has carried out the requirements of this resolution and the accountants' recommendation for any changes or improvements in the operation of the System; (v) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy; and (vi) the number and types of connections at the end of the Fiscal Year.

- (f) The Municipality will carry, for the benefit of the registered owners of the Bonds, insurance of a kind and in such amounts as would usually be carried by private companies or other public bodies engaged in operating a similar utility system. All amounts received for losses under any of such insurance policies on property that was acquired or improved with proceeds of the Bonds, the Outstanding Bonds, or any Parity Bonds that are subject to the federal tax law requirements applicable to tax-exempt obligations, except public liability, shall (i) be used in repairing the damage or in replacing the property destroyed, unless the Governing Body finds that it is not advisable to repair such damage or replace such property and that the operation of the System will not be impaired if such property is not repaired or such property is not replaced, or (ii) be paid into the Revenue Fund, in all other cases.
- (g) The Municipality will grant no franchise for the operation of another System (or any part thereof) within the geographic limits of the Municipality, unless the denial of such franchise would be in violation of any law.
- (h) The Municipality will by resolution of its Governing Body require all buildings in the Municipality used for human habitation and located adjacent to service from the System, or located in a block through which service from the System extends, to be connected with service from the System.
- (i) The Municipality will not enter into any contract with any person or persons which would cause any Bonds to become "private activity bonds,"

within the meaning of Section 141(a) of the Code or any Treasury Regulations promulgated thereunder.

- (j) The Municipality will comply with all applicable requirements of the Code that shall be satisfied subsequent to the issuance of the Bonds that are subject to the federal tax law requirements applicable to tax-exempt obligations, including, but not limited to the rebate requirements set forth in the Code and the Treasury Regulations. The Municipality will comply with the provisions of the Tax Certificate delivered in connection with the issuance of the Bonds relating to these requirements.

Section 20. Additional Bonds.

The Municipality will issue no notes, bonds, or any other obligations of any kind or nature payable from or enjoying a lien on the Gross Earnings, the Special Redemption Fund (or any portion thereof), or properties of the System on a parity with or having a priority over the Bonds and the Outstanding Bonds, except as provided in this Section:

- (a) Notes (including bond anticipation notes) or bonds may be issued having a priority over the Outstanding Bonds, the Bonds, and Parity Bonds if either (i) such notes or bonds are issued, wholly or in part, for the purpose of and will provide an amount sufficient, together with the earnings thereon and all other funds legally available therefor, to pay the entire principal of and all interest on the Outstanding Bonds, the Bonds, and Parity Bonds to their maturity or early redemption; or (ii) immediately upon the issuance of such notes or bonds, the Municipality has discharged all of the Outstanding Bonds, the Bonds, and Parity Bonds in the manner provided in Section 22 of this resolution.
- (b) Additional notes (including bond anticipation notes) or bonds may be issued on a parity with the Outstanding Bonds, the Bonds, and Parity Bonds if such notes or bonds are issued for the purpose of refunding any of the Outstanding Bonds, the Bonds, or Parity Bonds which either (i) have matured or (ii) will mature not later than 90 days after the date of delivery of such refunding notes or bonds if there are insufficient amounts in the Debt Service Fund and, in the case of the Bonds and any Secured Parity Bonds, the Earnings Account and the Reserve Account, to provide for the required payments.
- (c) Additional notes (including bond anticipation notes) or bonds may be issued on a parity with the Outstanding Bonds, the Bonds, and Parity Bonds (provided, that such notes or bonds may or may not be secured by

the Earnings Account and the Reserve Account) if all of the following conditions have been satisfied:

(1) If (A) the Net Revenues for the last completed Fiscal Year were at least 1.25 times the maximum annual interest and principal requirements on all bonds and notes then outstanding payable from the Gross Earnings (other than bonds being refunded) and the bonds or notes so proposed to be issued for any succeeding Bond Year during which the relevant obligations will be outstanding; *provided, however*, that if prior to the authorization of such additional bonds or notes the Municipality has adopted and put into effect a revised schedule of rates, then the Net Revenues for the last completed Fiscal Year which would, in the written opinion of an Independent Consultant employed for that purpose, have resulted from such rates had they been in effect for such period, may be used in lieu of the actual Net Revenues for the last completed Fiscal Year; (B) the need for such financing is evidenced by a certificate or certificates of an Independent Consultant with recognized expertise in utility ratemaking before the Public Service Commission of Wisconsin employed for that purpose, giving a detailed description of the proposed projects to be financed, an estimate of the cost of the proposed projects including proposed capitalized interest, if any, and an estimate of the time of completion of the proposed projects, and showing the feasibility of such financing with reference to projected Net Revenues based on rates and charges projected to be in effect upon completion of such projects; *provided*, that such feasibility shall not be deemed shown unless the projected Net Revenues for each of the two full Fiscal Years next succeeding the estimated date of completion of such projects shall be equal to at least equal to 1.25 times the maximum annual interest and principal requirements on all bonds and notes then outstanding payable from the Gross Earnings (other than bonds being refunded) and the bonds or notes so proposed to be issued for any succeeding Fiscal Year during which the relevant obligations will be outstanding; or (C) the proceeds of the additional bonds or notes will be used to refund Outstanding Bonds, Bonds, or Parity Bonds and, after giving effect to the refunding, the payments due in each year of the interest and principal on the Outstanding Bonds, the Bonds, and Parity Bonds then outstanding (not including the obligations being refunded) and the additional bonds or notes proposed to be issued will be less than the payments due in each year of the interest and principal on the Outstanding Bonds, the Bonds, and Parity Bonds then outstanding (in other words, the refunding will produce debt service savings in each year). For purposes of this subsection, except as otherwise provided, Net Revenues for any Fiscal Year will be either (x) the Net Revenues shown in the audit of the System's books and accounts for the Fiscal Year required by Section 19(e) of this resolution, if such an audit is available, or (y) if such an audit is not available, then the estimated, unaudited Net Revenues for the last completed Fiscal Year.

(2) The payments required to be made into the Funds and Accounts created or continued pursuant to Section 15 of this resolution shall be current.

(3) There shall be on hand in the Reserve Account immediately upon the issuance of such additional bonds or notes an amount not less than the Minimum Reserve Amount.

(4) The additional bonds or notes must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(5) The proceeds of the additional bonds or notes shall be used only to refund the Bonds, Outstanding Bonds, or Parity Bonds, or for acquiring or constructing additions, extensions, improvements, renewals or replacements to the System.

In the case of bond anticipation notes, the provisions of the Act shall govern with respect to all matters relating to the lien and sources of payment of such notes.

Section 21. Resolution a Contract; Remedies of Bondholders.

The provisions of this resolution constitute a contract between the Municipality and the registered owners of the Bonds. After the issuance of the Bonds no change or alteration in the provisions of this resolution may be made, except as provided in Section 23 of this resolution and in the definition of “Fiscal Year” in Section 1 of this resolution, until all Bonds have been paid in full as to both principal and interest.

The registered owners of any of the Bonds will have the right, in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce their rights against the Municipality, the Governing Body, and any and all officers and agents thereof, including, but not limited to, the right to require the Municipality, the Governing Body, and any other authorized body to fix and collect rates and charges fully adequate to carry out all provisions and agreements contained in this resolution, and the right to have a receiver appointed for the System in the event of a default in the payment of principal of or interest on the Bonds.

Section 22. Discharge and Satisfaction of Bonds and Covenants.

The agreements, covenants, liens, and pledges entered into, created, or imposed pursuant to this resolution may be fully discharged and satisfied with respect to any or all of the Bonds in any one or more of the following ways:

- (a) By paying the Bonds when they become due and payable, or upon their prior redemption in the manner provided in this resolution;
- (b) By depositing with the Fiscal Agent for the Bonds funds in the amount necessary, without consideration of any reinvestment thereof, to pay the principal of and interest on the Bonds until their maturity or earlier redemption; *provided* that if the Bonds are to be redeemed prior to their stated maturities, then (i) the Bonds shall have been irrevocably called for

redemption by the Governing Body, and (ii) provision shall have been made for the required notice of the redemption in the manner provided in this resolution; *provided, further*, that any such deposit can only be made if the deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes; or

- (c) By depositing with a trustee or an escrow agent, in trust for such purpose, on or before the date of maturity or redemption, money and/or direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, in such amount as, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, will be fully sufficient to pay or redeem (when redeemable) the Bonds at or before their respective maturity dates; *provided*, that if a Bond is to be redeemed prior to its stated maturity date, then (i) the Bond shall have been irrevocably called for redemption by the Governing Body, and (ii) provision shall have been made for the required notice of the redemption in the manner provided in this resolution; *provided, further*, that any such deposit can only be made if the deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes.

Upon a payment or a deposit of money or investments in the amount and manner required by this section, all liability of the Municipality with respect to the relevant Bonds will cease, determine, and be completely discharged, and the registered owners of any Bonds that are not then retired will be entitled only to payment out of the money and investments deposited as required by this section.

Section 23. Amendment of Resolution.

Amendment Without the Consent of the Owners. This resolution may be amended from time to time without the consent of the registered owners of the Bonds to make any change that does not adversely affect the registered owners of the Bonds, including, without limitation, to cure any ambiguities, inconsistencies, or typographical errors that may be contained in this resolution.

Amendment With the Consent of the Owners. This resolution may also be amended from time to time with the written consent of the registered owners of not less than two-thirds in outstanding principal amount of the Bonds (not including any Bonds that are held or owned by or for the account of the Municipality); *provided, however*, that this resolution may be amended only with the unanimous written consent of the registered owners of the Bonds (not including any Bonds that are held or owned by or for the account of the Municipality):

- (i) To make any change in the stated maturity date of or interest rate on any Bond; to modify the terms of payment of principal of or interest on any Bond; or to impose any conditions with respect to payment of principal of or interest on any Bond;

(ii) To materially affect the rights of the owners of less than all Bonds then outstanding; or

(iii) To reduce the required outstanding principal amount of the Bonds for which consent shall be given to effect any future amendments to this resolution.

Notice. If the Municipality proposes to amend this resolution under any provision of this section, then the Municipality shall cause notice of the proposed amendment (the “**Amendment Notice**”) and, if consent is required, a form of consent to the proposed amendment (the “**Consent**”) to be (i) sent by first class mail to all registered owners of the Bonds and (ii) filed with the Municipal Securities Rulemaking Board if required under the Continuing Disclosure Agreement. The Amendment Notice shall briefly describe the nature of the proposed amendment and shall state that a copy of the proposed amendment is on file for public inspection in the office of the Recording Officer. The Consent shall refer to the proposed amendment, specifically evidence consent to and approval of the proposed amendment, and be dated by the owner of the Bonds upon execution of the Consent. The Amendment Notice and Consent may be one document.

If, on any date prior to one year after the date the Amendment Notice and Consent are sent, the Recording Officer receives Consents executed by the registered owners of the Bonds and Outstanding Bonds owning not less than the outstanding principal amount required to approve the amendment, then the Governing Body may adopt a resolution effecting the proposed amendment and, upon the adoption of the resolution effecting the proposed amendment, the proposed amendment will become effective and binding upon the registered owners of all the Bonds.

Any Consent given by the registered owner of a Bond pursuant to the provisions of this section will be irrevocable for a period of six months from the date of the Consent and will be conclusive and binding upon all future registered owners of the same Bond during the six-month period. A Consent may be revoked on any date after the six-month period by the registered owner who gave the Consent or by a successor in title by filing notice of such revocation with the Recording Officer; *provided* that a revocation will not be effective if the Recording Officer has already received Consents from registered owners of the Bonds owning not less than the required outstanding principal amount to approve the amendment, evidencing their consent to and approval of the proposed amendment that was the subject of the Consent.

The registered owners of 100% of the Bonds may waive in writing any of the above time periods with respect to any proposed amendment.

Notwithstanding the foregoing, no such amendment shall affect the Prior Resolutions or the terms of the Outstanding Bonds except in accordance with the provisions of the respective Prior Resolutions.

Section 24. Sale of Bonds.

The Bonds are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers and the Treasurer (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Bonds (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Bonds for sale by competitive bid which shall include the bidding terms for the Bonds and the parameters set forth in Section 4 of this resolution (the "**Notice of Sale**"). The Municipal Officers and the Treasurer are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Bonds to be (i) provided to The Bond Buyer for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

An Authorized Officer is hereby authorized and directed to receive written bids for the sale of the Bonds on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. An Authorized Officer may, in such person's discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which the Authorized Officer determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 4 hereof.

Subject to the terms of this resolution, each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Bonds to the Bond Purchaser at the Purchase Price, plus any accrued interest; such award to be evidenced by and effected by the execution of the Purchase Agreement, which may include the Bond Purchaser's executed Bid Form. If the Purchase Agreement signed and presented by the Bond Purchaser contains final terms for the Bonds that comply with the parameters set forth in this resolution and the Notice of Sale, then an Authorized Officer is hereby authorized to approve and accept the Purchase Agreement, and an Authorized Officer, acting alone on behalf of the Issuer, is directed (i) to sign the Purchase Agreement in the Municipality's name and (ii) to take any additional actions needed to complete the sale of the Bonds, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Bonds and to arrange for delivery of the Bonds to the Bond Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Bonds may be delivered to the Bond Purchaser upon payment by the Bond Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale and this resolution.

Unless waived by the Bond Purchaser, the delivery of the Bonds is conditioned upon the Municipality furnishing the following items to the Bond Purchaser:

(i) The Bonds, together with the written, unqualified approving opinion of Bond Counsel, evidencing the legality of the Bonds and that interest on the Bonds will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Bonds.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Bonds or the right of the Municipality to issue them at the time of their delivery.

Section 25. Application of Bond Proceeds.

(a) The proceeds from the sale of the Bonds shall be disbursed as follows:

(i) Any accrued interest shall be deposited in the Debt Service Fund of the Special Redemption Fund.

(ii) The remaining proceeds from the sale of the Bonds shall be deposited into the 2025 Construction Fund and used as described in Section 15(f).

(b) The Municipal Officers are hereby authorized and directed to cause an amount sufficient, from the Municipality's cash on hand, to be deposited into the Reserve Account on the Original Issue Date such that the total amount on deposit therein equals the Minimum Reserve Amount.

Section 26. Final Official Statement.

The Municipality authorizes and directs that a final offering document (the “**Final Official Statement**”) be prepared and distributed prior to the issuance of the Bonds. The Final Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Bonds as set forth in the Purchase Agreement. The Municipal Officers are directed to deliver copies of the Final Official Statement to the Bond Purchaser and, if the Bond Purchaser requests, execute one or more copies on behalf of the Municipality. Execution and delivery of the Final Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 27. Publication of Notice.

The Recording Officer is directed to publish notice that the Municipality has agreed to sell the Bonds. The notice shall be published promptly after the execution of the Purchase Agreement in the Municipality's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The notice shall be in substantially the form attached hereto as Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 28. Authorization of Officers.

The appropriate officers of the Municipality are directed to prepare and furnish the following items to the Bond Purchaser and to the attorneys approving the legality of the Bonds:

- (i) Certified copies of proceedings and records of the Municipality relating to the Bonds and to the financial condition and affairs of the Municipality.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Bonds as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 29. Tax Law Covenants.

The Municipality covenants that it will comply with all requirements of the Code, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Bonds will be excluded from gross income for federal income tax purposes.

Section 30. Municipal Bond Insurance.

If the Bond Purchaser purchases municipal bond insurance with respect to the Bonds as permitted in the Notice of Sale, then the appropriate officers of the Municipality are hereby authorized and directed to take all actions necessary to assist the Bond Purchaser in obtaining such municipal bond insurance. Further, the Municipal Officers are hereby authorized and directed to agree to such additional provisions as the insurer may reasonably request and which are acceptable to the Municipal Officers, including provisions regarding restrictions on investment of proceeds of the Bonds, the payment procedure under the municipal bond insurance policy, the rights of the insurer in the event of default and payment of the Bonds by the insurer, and notices to be given to the insurer. In addition, appropriate reference to the municipal bond insurance policy shall be added to the form of Bonds if required by the insurer. Notwithstanding the foregoing, in the event the insurer requires specific insurer provisions to be applicable to the Bonds, the Municipal Officers and the Authorized Officer are hereby authorized and directed to review and negotiate, as applicable, such provisions and to include such provisions in a separate certificate to be signed by the Municipal Officers and the Authorized Officer.

Section 31. Further Authorization.

The Municipality authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 32. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded, except that this Section shall not be

interpreted as rescinding any part of a resolution that authorized the issuance of any Outstanding Bonds.

Section 33. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 34. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: November 17, 2025

Approved: November __, 2025

Mayor

Clerk

EXHIBIT A
FORM OF BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CITY OF STEVENS POINT

Registered

No. R-__ \$ _____

WATER SYSTEM REVENUE BOND, SERIES 2025

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
___ %	May 1, 20__	December 29, 2025	860254 __

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF STEVENS POINT, WISCONSIN (herein called the “**Municipality**”) hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner, only from the income and revenues hereinafter specified, the Principal Amount on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each May 1 and November 1, beginning on May 1, 2026, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of revenue bonds (the “**Bonds**”) of the Municipality of an aggregate principal amount of \$_____, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Municipality pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621 of the Wisconsin Statutes, and acts supplementary thereto.

This Bond, together with interest hereon, is payable in lawful money of the United States of America together with the Municipality’s outstanding (i) \$11,062,597 Taxable

Water System Revenue Bonds, Series 2011, dated July 13, 2011, and (ii) \$4,265,000 Water System Revenue Bonds, Series 2022, dated November 2, 2022 (the “**Outstanding Bonds**”), from the income and revenues to be derived from the operation of the Municipality’s water system (the “**System**”) to be set aside in the “**Debt Service Fund**,” which was created by a resolution adopted by the governing body of the Municipality on July 5, 2011 (the “**2011 Resolution**”) and affirmed and continued by the resolutions authorizing the issuance of the Outstanding Bonds, and by a resolution adopted by the governing body of the Municipality on November 17, 2025 entitled “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$5,215,000 Water System Revenue Bonds, Series 2025, and Certain Related Details” (the “**2025 Resolution**”). Reference is hereby made to the 2025 Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, the provisions pursuant to which this Bond has been issued, and the conditions under which bonds and notes may hereafter be issued on a parity with this Bond. The Bonds rank on a parity with the Outstanding Bonds. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision; the Bonds and interest thereon are not general obligations of the Municipality, and the Municipality is not obligated, directly or indirectly or contingently, to levy or to pledge any form of taxation whatsoever for payments due with respect to the Bonds.

This Bond is a valid claim of the registered owner hereof only against the Water System Special Redemption Fund created by a resolution adopted by the governing body of the Municipality on October 17, 2022 and affirmed and continued by the 2025 Resolution (the “**Special Redemption Fund**”), of which the Debt Service Fund is a part, and the revenues of the System pledged to the Special Redemption Fund. Sufficient revenues of the System have been pledged to the Special Redemption Fund and will be used for no other purpose than to pay the principal of and interest on the Bonds and all other obligations payable from the revenues of the System (including the Outstanding Bonds) that are issued on a parity and equality with the Bonds and the Outstanding Bonds, as the same becomes due.

On the date of their initial delivery, the Bonds will be maintained in a system in which no physical distribution of certificates representing ownership of the Bonds is made to the owners of the Bonds but instead all outstanding Bonds are registered either in the name of a securities depository appointed by the Municipality (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Bonds electronically (a “**Book-Entry System**”). So long as the Bonds are maintained in a Book-Entry System, the principal of and interest on this Bond will be paid by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by [the Municipality’s Treasurer][Bond Trust Services Corporation], or any successor fiscal agent appointed by the Municipality (hereinafter, the “**Fiscal Agent**”), which shall act as authentication agent, paying agent, and registrar for the Bonds.

If on any date the Bonds are *not* being maintained in a Book-Entry System, then (i) the principal of this Bond will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Bond will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail,

to the person or entity in whose name this Bond is registered in the register (the “**Bond Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month immediately preceding each regularly scheduled interest payment date (the “**Record Date**”). The Municipality and the Fiscal Agent may treat the person or entity in whose name this Bond is registered on the Bond Register as the absolute owner of the Bonds for all purposes whatsoever under the 2025 Resolution.

The Bonds maturing on and after May 1, 20__ are subject to redemption prior to their stated maturity dates, at the Municipality’s option, in whole or in part, in the order of maturity selected by the Municipality, on May 1, 20__ and on any date thereafter. The redemption price will be 100% of the principal amount redeemed plus accrued interest to the redemption date, and no premium will be paid. If payment of a Bond called for redemption has been made or provided for, then, interest on the Bond stops accruing on the stated redemption date. If less than all outstanding principal amount of a specific maturity is redeemed, then the Bonds will be redeemed in \$5,000 multiples as described below[, and if a portion, but not all, of a maturity that is subject to partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Municipality will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Bonds maturing on May 1 in the years 20__ and 20__ (collectively, the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Municipality will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

<u>Term Bonds Maturing May 1, 20__</u>		
Sinking Fund Redemption Date (May 1)		Principal Amount To be Redeemed
20__		\$,000
20__	(Stated Maturity)	,000

<u>Term Bonds Maturing May 1, 20__</u>		
Sinking Fund Redemption Date (May 1)		Principal Amount To be Redeemed
20__		\$,000
20__	(Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner described below and the Municipality will give notice of the redemption in the manner described below.]

So long as the Bonds are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Bonds are transferable, only upon the Bond Register and only if the Depository ceases to act as securities depository for the Bonds and the Municipality appoints a successor securities depository. If that happens, then upon the surrender of the Bonds to the Fiscal Agent the Municipality will issue new fully registered Bonds in the same aggregate principal amounts to the successor securities depository and the Bonds will be recorded as transferred to the successor securities depository in the Bond Register.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will randomly select the beneficial owners of the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Bond to the Fiscal Agent, the Municipality will issue a new Bond in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days before the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days before the proposed optional redemption date.

If on any date the Bonds are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Bond is transferable, only upon the Bond Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Bond must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Municipality will issue one or more new fully registered Bonds in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Bonds and upon the payment of a charge sufficient to reimburse the Municipality or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after the Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Municipality will randomly select the Bonds to be redeemed. If a Bond has been called for redemption by less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender to the Fiscal Agent of the Bond, the Municipality will issue a new Bond in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent by first class mail, not less than 30, and not more than 60, days before the proposed redemption date, to the registered owners of any Bonds to be redeemed at the respective addresses set forth in the Bond Register. Notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days before the proposed optional redemption date to the registered owners of any Bonds which were to have been optionally redeemed.

The Municipality hereby certifies, recites, and declares that all acts, conditions, and procedures required by law to be, or to be done, precedent to and in the issuing of this Bond and of the issue of which it is a part, do exist, have happened, and have been done and performed in regular and due form, time, and manner as required by law; and that a sufficient amount of the income and revenue to be received by the Municipality from the operation of the System has been pledged to, and will be set aside into a special fund for, the payment of principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality, by its governing body, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk, and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF STEVENS POINT, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION:

Dated: December __, 2025

This Bond is one of the Bonds described in the within-mentioned 2025 Resolution.

[BOND TRUST SERVICES CORPORATION,
as Fiscal Agent]

[Treasurer, as Fiscal Agent] [Authorized Signatory]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent, which requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or change whatsoever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person's authority to act must accompany this Bond.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF STEVENS POINT, WISCONSIN
RELATING TO WATER SYSTEM BOND SALE

On November 17, 2025, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Stevens Point, Wisconsin (the "City") authorized the borrowing of money through the issuance of bonds and authorized certain City officials to enter into a purchase contract relating to said borrowing. On _____, 2025 the City entered into a purchase contract with an underwriter to whom the City agreed to sell its water system revenue bonds in the principal amount of \$ _____. It is anticipated that the bond closing will be held on or about December ___, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 1515 Strongs Avenue, Stevens Point, Wisconsin between the hours of 7:30 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that (i) an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice, and (ii) the notice may not be published until after the issuer has entered into a contract for sale of the bond or other financing.

Publication Date: _____, 2025

/s/ Susan Pagel

City Clerk

CERTIFICATIONS BY CLERK

I, Susan Pagel, certify that I am the duly qualified and acting Clerk of the City of Stevens Point, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled::

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$5,215,000 Water System Revenue Bonds, Series 2025,
and Certain Related Details**

I further certify as follows:

1. **Meeting Date.** On November 17, 2025, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting.** On November ____, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Stevens Point, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On November ____, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.

4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on November ____, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors in the form attached as Exhibit B to the Resolution to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on November ____, 2025.

Clerk

[SEAL]

**2026 Portage County Business Park
Business Improvement District
Implementation and Operational Plan**



Property Tax Year 2025, Fiscal Year 2026

BID Board of Directors

Alder Dale Steinmetz	City of Stevens Point District 6 Alder
Director Jarod Kivela	City of Stevens Point Community Development Director
Jim Anderson	Viking Holdings II
Jeff Ramlow	Skyward
Mike Trzinski	Delta Dental
Debra Marten	Marten Machining
Chase Rettler	Rettler Corporation

BID Executive Director

Karen Margelofsky

City of Stevens Point

Mayor:	Mike Wiza
City Clerk:	Susan Pagel
Comptroller:	Corey Ladick
City Attorney:	A. Logan Beveridge
City Assessor:	Steve Shepro
Director of Community Development:	Jarod Kivela

Alders:

District 1	Marc Christianson, Council President
District 2	Jacqui Guthrie
District 3	Ginger Keymer
District 4	Lara Broderick
District 5	Allison Birr
District 6	Dale Steinmetz
District 7	Mary Kneebone
District 8	Dean Shuda
District 9	Sam Lang
District 10	Dustin Buse
District 11	Shaun Morrow

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II. Introduction

The City of Stevens Point and business owners within the Portage County Business Park (PCBP), recognizing the importance the PCBP plays into the economic and cultural success of our community, has put together this Business Improvement District (BID) implementation and operating plan for the year 2026. This BID operating plan is the initial step to the ultimate creation and management of the PCBP BID.

Wisconsin Act 184, established in 1984 (WI Stats. §66.1109) enabled cities to establish Business Improvement Districts (BID) upon the petition of at least one property owner within the proposed district. The purpose of WI Act 184, is to “allow businesses within those proposed district(s) to develop, manage, and promote the districts and to establish an assessment method to fund these activities.” This operating plan is consistent with the requirements set forth in WI Stats. §66.1109(f), and a legal opinion of the City Attorney is included in Appendix A.

The BID includes 71 parcels with a total BID assessed value of \$252,626,700. The proposed boundaries include the existing Portage County Business Park and a portion of East Park Commerce Center. Of the 71 parcels, 4 parcels are assessed by the State of Wisconsin as Manufacturing, 10 are fully tax exempt, 9 are vacant, and 8 are owned/managed by the Business Park BID for stormwater maintenance and trails. The map for the proposed district boundaries is further described in Appendix B, and information on each parcel classification is listed in Appendix C.

A. Purpose of the BID

The intent of the PCBP Business Improvement District Operating Plan is that the work described in this plan will be performed through a volunteer-run BID Board of Directors, a part-time BID Manager, and with assistance from the Stevens Point Department of Community Development. Business Improvement Districts are like traditional special assessments, where property owners are assessed for improvements or services that benefit them. However, unlike traditional special assessments, Business Improvement District assessments can be utilized to finance a wide range of activities, improvements, and services. The purpose of this BID is to enhance the viability of the Portage County Business Park through land management, public space maintenance, marketing, and additional economic development activity.

The property owners who petitioned the City for the creation of this BID believed that this was the most efficient way to accomplish the goals and objectives identified in the City’s Comprehensive Plan.

Development of the District through creation of the BID is proposed as a result of:

1. The BID allows partnering with private property owners within the District to work together with the City in development and subsequent improvement of the maintenance, land management and economic health and vitality of the District.
2. The funding and financing of improvements, management, and economic development efforts of the District outlined within this plan provide equitable and fair assessments to property owners within the District to help with the implementation of this plan.
3. Utilization of this District and the implementation of the plan will fulfill District improvement projects identified in the City’s Comprehensive Plan.

III. Development Plans

The main objective of the BID is to improve and maintain the physical environment and economic vitality of the Portage County Business Park area. Additionally, and arguably the most critical to the success of the BID, this plan is intended to unite businesses, organizations, and local government through collaboration and partnership to achieve continued employment and value growth within the proposed District.

A. Goals for District Development & Consistency with City's Comprehensive Plan

As of the writing of this plan, the City is undertaking a new updated comprehensive plan for the City. Although this plan identifies and discusses economic development goals for the district, it is not the currently adopted plan.

The 2005 Comprehensive Plan Chapter 9 discusses the Economic Development section required as part of the Smart Growth Law. Several goals and objectives are included in this chapter, many of which can be pointed back to support the creation and implementation of the proposed BID. As discussed in the plan, the community identified economic development needs include: increased tax base, diversification of the tax base, and enhancement of the livability of the City. The proposed BID will work to address these needs through careful implementation and improvement of the Portage County Business Park Restrictive Deeds and Protective Covenants (RDPC) and marketing of available parcels within the park.

Section 6.10(B2) states: *Encourage new commercial and industrial development that diversifies the local economy, adds value to the City tax base, and maintains a stable tax rate.* Furthermore, Section 6.10(B2)(1)(b),(c),(d) allow the proposed BID to reduce government 'red tape' by having an internal review committee manage the parks RDPC's, identify and better market available property within the BID Boundaries, and work closely with City staff to implement the goals and objectives of this document and that of the Comprehensive Plan.

B. BID Plan of Action

The first full year of the operation of the BID was critical for the future success of the District. The first year included the following action items:

1. Organize the BID Board and better learn the process and implementation of the BID Operation Plan.
2. Develop and implement a plan and budget for the coming year and beyond for the District based on the financial expectations from assessments and its priority of needs, and the City's planned improvements during the same period.
3. Work with Portage County to transfer operations of the Portage County Business Park and the Deed Restrictions & Protective Covenants.
4. Working with Portage County to transfer ownership of common areas to the BID.

As the district continues, the 2026 year will include the following action items:

1. Updating the Deed Restrictions and Protective Covenants to reflect the future direction of development within the District.

2. Work to ensure all District common elements (trails, ponds, bridges, fountains, flags, landscaping, etc.) are brought to the proper standards to ensure the District remains vibrant and attractive.
3. Develop a Capital Improvement Plan for the District's common elements and future projects to ensure assessments for the District remain consistent throughout future years.
4. Organize a Town Hall meeting for the District.
5. Digitize and organize all historic files of the Business Park to ensure easy access and appropriate record keeping.
6. Work on creating a cohesive marketing and promotional plan to update signage and branding of the District.
7. With assistance from the City, implement enhancements as determined appropriate from the City's Comprehensive Plan.

C. Expected Benefits of the BID

Special assessments collected from the BID within this Operating Plan will be spent exclusively within the District for the benefit of the District. This includes utilizing funds for the following:

1. Increase the value of property within the District by:
 - a. Improving the physical District through promotion of street scape improvements, maintenance of existing facilities, and others.
 - b. Increase the demand for space by new businesses that see the successes of the BID and wish to locate within the District.
 - c. Continuing to make the District a financially and economically resilient place.

D. Annual Review

The BID law requires the Operating Plan to be presented annually to Stevens Point's City Council for approval. To comply with the Wis. Stats. §66.1109 (3) (b), the following process for the approval of the annual Operating Plan will be as follows:

1. A joint strategy session of representatives from the BID Board and the City will meet annually and will be responsible for developing the objectives of the Operating Plan for the next plan year.
2. The Operating Plan will be drafted/revised by the BID Board and BID Staff based on comments by the City Council.
3. The BID Board will review the proposed Operating Plan and make recommendations to the City Council in October
4. The City Council will act on the proposed Operating Plan in November for the following plan year.
5. Appointment of new BID Board members will be made 30 days prior to the expiration of outgoing BID Board members terms. This appointment is made by the Mayor and approved by the City Council after consultation and recommendation by the PCBP BID Board of Directors.

It is anticipated that the BID Board will continue to revise and develop the Operating Plan annually in response to changing development needs and opportunities in the District. As a part of this review, the BID Board will analyze the benefits of the BID to the property owners and the community and based on this analysis, determine if it is appropriate to continue the BID.

The method of assessment shall not be altered unless a meeting of all District property owners assessed under the BID has been held to discuss such changes, except with the approval of the City of Stevens Point City Council. This special meeting will be published as a Class 2 Notice, a copy of which will be mailed to each property owner in the District.

E. Relationship to Plan for Orderly Development of the City

According to Wisconsin Statutes Section 66.1109 (1)(f)(4), the Operating Plan is required to specify how the creation of a BID promotes the orderly development of the City. The BID will encourage commerce, increase business activity, and subsequently economic vitality within the District. Orderly development is consistent with the City's Comprehensive Plan as outlined earlier in this document.

F. Powers of the BID Board of Directors

The BID Board shall have all powers authorized by law and this Operating Plan, including, but not limited to, the following powers:

1. To manage the affairs of the District. Including enforcement and review of the Deed Restrictions & Protective Covenants for existing and future projects.
2. To promote new investment and appreciation in value of existing investments in the District.
3. To contract on behalf of the BID when necessary to implement the Operating Plan.
4. To develop, advertise and promote the existing and potential benefits of the District.
5. To annually consider and make changes to the Operating Plan.
6. To apply for, accept and use grants and gifts for these purposes.
7. To elect officers and contract out work as necessary to achieve its goals.

G. BID Budget

Funds collected through BID assessments shall be used to pay for this Operating Plan in order to implement a sustainable Business Improvement District for the City of Stevens Point.

Estimated Assessed Value of the District:	\$252,626,700
Tax Rate:	\$0.9116495 per \$1,000 of assessed value
Estimated Assessment Income:	\$230,307
Estimated BID Expenses:	\$230,307

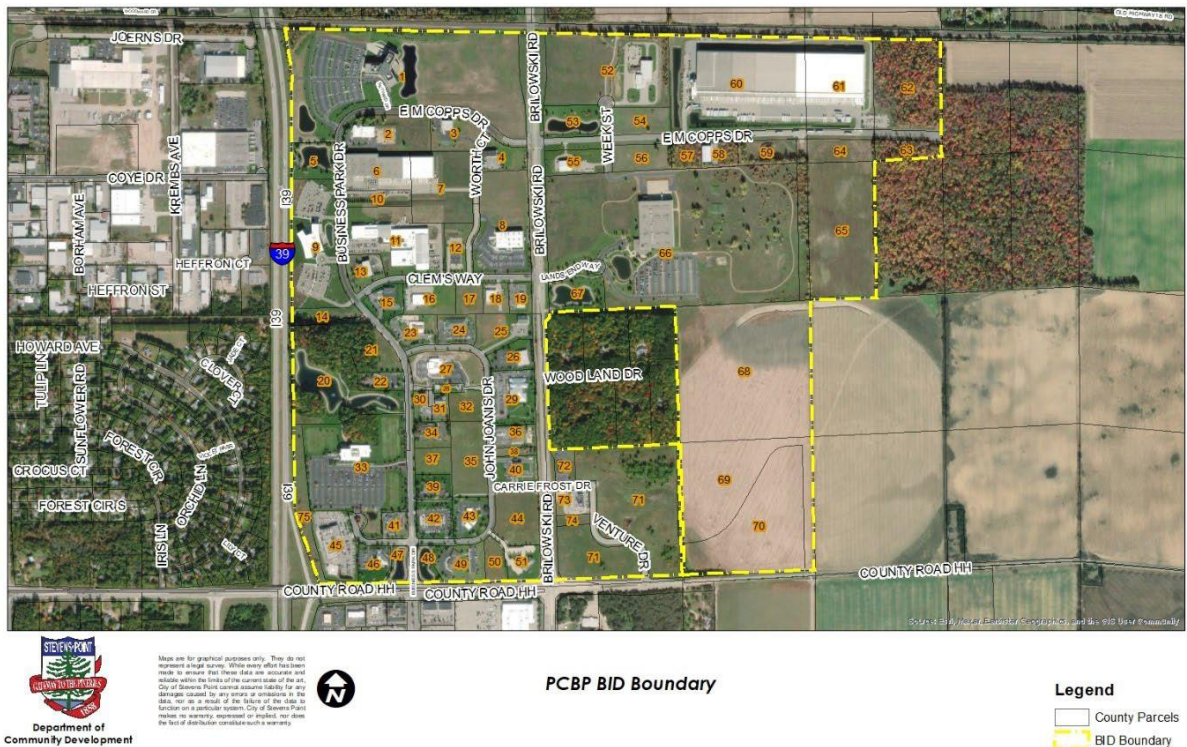
Estimated expenditures of the BID are included in Appendix D. Any unused funds remaining at the end of the year shall be deposited into contingency funds or designated for specific uses in the following Operating Plan year. All physical improvements made with these funds shall be made in the District. The location of other expenditures shall be as determined by the BID Board, but shall be for the benefit of the District.

A Capital Reserve Account may be created to set aside a specific amount of the District’s assessment or reserve to be set aside. This account would be for long-term capital needs and projects that may require extraordinary funding during a given budget year.

H. Amendments to the Operations Plan

Wis. Stats. §66.1109 establishes specific processes for reviewing and approving proposed amendments, early termination, and other related processes. See Appendix E for a copy of the Statutes and details on each process.

IV. District Boundaries



V. BID Organization & Operating Board

A. BID Board Structure

The Board’s responsibility will be to implement the current year’s Operating Plan. The Board, in cooperation with BID and City Staff, must also prepare an annual report and audit and submit it to the City Council of the City of Stevens Point. The Board may also enter into contracts; monitor development activity and ensure compliance with the provisions of applicable statutes and regulations as necessary.

- I. The BID shall be comprised of seven (7) voting members appointed by the Mayor of Stevens Point and confirmed by the City Council. Said members shall comprise of the following:

Six (6) real property owners or real property owners representatives within the District

One (1) Alderperson representing the 6th Aldermanic District

The Director of Community Development, or designee, shall serve as an ex officio non-voting member of the board.

- II. Term appointments will be for a period of three (3) years on staggered terms each ending December 31st of the year of expiration. The initial term of the BID Board should be the following:

Six (6) real property owners or real property owners representatives shall be appointed for three (3) years.

2025 BUSINESS PARK BUSINESS IMPROVEMENT DISTRICT BOARD		
Ald. Dale Steinmetz	12-16-24	04-20-26
Director Jarod Kivela	01-21-25	12-31-25
Jim Anderson	12-16-24	12-31-25
Jeff Ramlow	12-16-24	12-31-26
Mike Trzinski	12-16-24	12-31-26
Debra Marten	12-16-24	12-31-27
Chase Rettler	12-16-24	12-31-27

For purposes of compliance with the updated BID Board Structure section of the Operations Plan, Jarod Kivela will be removed as a voting member from the Board and will be replaced with a new appointed Business Park representative.

Jim Anderston has indicated that he will be stepping down from the board and has submitted a recommendation for his replacement.

Alderperson representing property within the District shall be appointed during the term of the Alderperson.

- III. BID Board of Directors are a volunteer organization and shall not receive any compensation.
- IV. It is the intent that if any member from the BID Board of Directors wishes to step down from their seat, they assist in finding a replacement to fill the vacancy.

B. Meeting of the BID Board of Directors Subject to Open Meetings Law

All meetings of the BID Board shall be conducted in accordance to the Wisconsin Open Meeting Law, WI Stats. §19.48. Minutes will be recorded and submitted to the City Clerk and the BID Board. Files and records of the BID Board’s affairs shall be kept pursuant to public record requirements.

Officers of the BID Board shall appoint a Chairman, Treasurer, and Secretary on a yearly basis. Any two of the three executives shall have the authority to execute documents on behalf of the BID Board, only for purposes authorized by the full BID Board, including the authorization for writing of checks and executing contracts.

VI. Financing Method

The expenditures outlined in the budget will be financed with funds collected from the BID assessment. Monies collected from the BID assessment will also be used in accordance with the Operating Plan.

VII. Method of Assessment

A. Assessed Parcels

All assessed property used for commercial purposes as well as those assessed by the State of Wisconsin as manufacturing in the District boundary will be assessed. Properties used exclusively for residential purposes will not be taxed in accordance with BID law. Mixed-use properties containing both commercial and residential uses will be fully assessed. Property exempt from paying real estate taxes or owned by government agencies will not be assessed consistent with BID law.

B. Level of Assessment

Special assessments under this Operating Plan will be levied, through adoption of this Operating Plan by the City of Stevens Point against each taxable property within the District, in the amount shown on the assessment schedule, which is attached in Appendix E.

The 2025 rates as shown in Appendix E were calculated at a rate of \$.91 per \$1,000.00 of assessed value. Property values used to calculate the BID assessment represent the assessed value of real property, as certified by the City of Stevens Point Assessor, as of January 1, 2025. Assessments are based per parcel and legal ownership.

The logic behind the assessment methodology is that each non-exempt parcel owner should pay for district developments in proportion to benefits derived. It is assumed that a minimum and maximum benefit can be achieved for each parcel, thus the minimum and maximum BID assessments that have been established.

C. Schedule of Assessments

Appendix E provides a schedule of assessments for 2025 for all non-exempt parcels in the District based on the formula described above. For convenience, a schedule of all nontaxable parcels exempt from BID assessments are identified in attached Appendix F.

D. Assessment Collection and Dispersal

The City of Stevens Point will bill all non-exempt parcel owners the assessed amount in the same manner as other special assessments. Unpaid assessments from this separate billing will be included as special assessments levied as a separate line item on the real estate tax bill for each parcel. The City shall then turn over all collected funds to the BID Board for distribution in accordance with the Operating Plan by the 15th day of the month following such collection. All BID assessments shown on the real estate tax bill are due and owed in full with the first installment of taxes and shall carry the same penalties if not paid.

The City of Stevens Point shall hold funds collected for BID assessments in a separate account. Any BID assessments collected by the City before or after the plan year for which the assessments were made are to be used by the BID Board in a manner as if received during the applicable plan year. This provision is to

govern BID assessments prepaid prior to the applicable Operating Plan year and/or late payments made after the Operating Plan year.

The BID Board will prepare and make available to the public and City Council annual reports describing the current status of the BID, including expenditures and revenues, when it submits its annual Operating Plan to the City for the following year. Disbursement of BID funds will be made in accordance to the approved Operating Plan and budget. At the end of the fiscal year, an independent certified audit shall be obtained by the BID Board.

This section shall be sufficient instruction to the City to disburse the BID assessment, without necessity of an additional disbursement agreement, disbursement method, or accounting method. Disbursements made under this Operating Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow standard City disbursement policy.

E. Annual Reporting

An annual report prepared by the BID Board is required by section 66.1109(3)(c) of the Wisconsin Statutes. The report shall include the required audit. The BID shall be responsible for the payment of any funds specified for the BID Audit and related to BID activities for said BID audit. The BID Board will continue to review, revise and develop the Operating Plan annually in response to changing development needs within the District.

VIII. City Role in District Operations

The City of Stevens Point is committed to helping owners and occupants in the District promote the objectives outlined in this Operating Plan, while maintaining autonomy in the preparation of its annual budget. The City has made significant annual investments in the District for maintenance, economic investments, infrastructure, and others. The City will continue providing services, capital improvements, funds for maintenance, Revolving Loan Fund Program and promoting economic development within the District. The City of Stevens Point will also commit to the following:

- Encourage County, State and Federal Governments to support activities of the District, including application for grants and other non-BID revenue monies for projects, infrastructure, and economic investments.
- Collect assessments and maintain a segregated account.
- Provide disbursement of BID funds to service providers in accordance with the Operating Plan and budget.
- Obtain and review annual audits as required per WI Stats. §66.1109(3)(c)
- Provide a separate monthly financial statement to the BID Board.
- Review annual audits as required by WI Stats. §66.1109(3)(e) of the BID Law.
- Provide to the BID Board no later than September 1st each plan year, the official City records on assessed value for each tax parcel within the District as of that date in each Operating Plan year, for the purpose of calculating the BID assessment.
- Adopt this Operating Plan in the manner required by the BID Law with Resolution in Appendix G.
- Appoint and confirm new BID Board members as required by BID Law.
- Contract for required services such as property maintenance of lawns, stormwater management ponds, and other common spaces.

IX. Required Statements

The BID Law requires that the Operating Plan include specific statements.

66.1109(1)(f)(1) The special assessment method applicable to the business improvement district. The special assessment method is set forth in Section VI.

66.1109(1)(f)(1m) Whether real property used exclusively for manufacturing purposes will be specially assessed. The District will not contain property used exclusively for manufacturing purposes.

66.1109(1)(f)(2) The kind, number and location of all proposed expenditures within the business improvement district. The number and location of proposed expenditures is set forth in Section II(G) of this document.

66.1109(1)(f)(3) A description of the methods of financing all estimated expenditures and the time when related costs will be incurred. The method of financing the estimated expenditures is set forth in Section VI.

66.1109(1)(f)(4) A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan. Please refer to Section II (A, B, C and E).

66.1109(1)(f)(5): A legal opinion that subds. 1. to 4. have been complied with. A legal opinion from Attorney A. Logan Beveridge, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109(1)(f)(1-4) is attached as Appendix A.

X. Severability & Expansion

The Business Improvement District has been created under the authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of the BID Law or this Operating Plan unconstitutional, it will not invalidate or terminate the BID. The Operating Plan will be amended to conform to the law without need of re-establishment. Should any legislature amend the statute to narrow or broaden the purposes of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this Operating Plan may be amended by the City Council of the City of Stevens Point when it conducts its annual budget approval, without any necessity to undertake any other act. If it is determined by a court or administrative body that a parcel of property is not subject to general real estate taxes and may not be included in the District, then such parcels shall be excluded from the definition of the District.

All of the above is specifically authorized under Section 66.1109(3)(b) of the BID Law.

XI. Measuring Success of the BID

Success of the BID is determined by several factors; the satisfaction of those who create the BID and control it, the expansion and retention of businesses, maintaining infrastructure, common spaces, and protecting the established Deed Restrictions & Protective Covenants, and the overall health and economic viability of the District. Measurement of success can occur on a yearly basis, but should have extensive focus on the long-term implications, success and opportunities of the District. Those implications, successes, and opportunities can be obtained through surveys, questionnaires, and other data gathering practices. On a yearly basis, the BID Board and the City should review various measures of success to ensure that the guiding principals within this Operation Plan are being met, that the businesses and property owners within the BID are successful and sufficiently happy with the operation of the BID, and that the City is benefitting from the BID.

Additional measures of success should include the following 'pillars' to be included in yearly reports on and of the BID:

1. The goals and objectives identified within Section II(A) are being met, or incremental steps are being taken to ensure those goals and objectives are being met on a yearly basis.
2. Business recruitment, expansion and retention as a result of the BID. The City's ability to directly correlate said recruitment, expansion and retention because of the services of the BID offers.
3. Growth in value of private property in the District. Quantifiable valuation measures are calculated annually to measure success over time.

Appendix A: Opinion of the City Attorney

November 5, 2025:

RE: 2026 Portage County Business Park Business Improvement District Implementation & Operational Plan - Required Attorney Statement under Wis. Stats. § 66.1109(1)(f)(5)

As attorney for the City of Stevens Point, I hereby certify that the 2026 Portage County Business Park Business Improvement District Implementation & Operational Plan (the "BID Plan") complies with the requirements of Wis. Stats. § 66.1109(1)(f)(1)-(4). Specifically, I have concluded that the following BID Plan includes the following components, as I am required to confirm via written opinion pursuant to Wis. Stat. 66.1109(1)(f)(5):

66.1109(1)(f)(O) The special assessment method applicable to the business improvement district. The special assessment method is set forth in Section VII.

66.1109(1)(f)(h) Whether real property used exclusively for manufacturing purposes will be specially assessed. Under section VII.A., properties assessed by the State of Wisconsin for manufacturing will be assessed.

66.1109(1)(f)(2) The kind, number and location of, all proposed expenditures within the business improvement district. The number and location of proposed expenditures are set forth in Section III(G) and Appendix D of this document.

66.1109(1)(f)(3) A description of the method's or financing's estimated expenditures and the time when related costs will be incurred. The method of financing the estimated expenditures is set forth in Section VI in conjunction with the Method of Assessment under Section VII.

66.1109(1)(f)(4) A description of how the creation of the business improvement district promotes the development of the municipality, including its relationship to any municipal master plan. This is discussed in sections II_A, II.A. 111.B, II.E.,

66.1109(1)(f)(5); A legal opinion that's L to 4. have been complied with. This legal opinion from Stevens Point City Attorney Andrew Beveridge, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109(1)(f)(1-4) will be attached to the BID Plan in Appendix A.

Sincerely,



ANDREW LOGAN BEVERIDGE
City Attorney

Appendix B: Map of the Proposed BID Boundary



Appendix C: BID Parcel Information & Classification

Stevens Point Business Park Business Improvement District 2025 Tax Roll (BID Assmt \$.9116495/1,000 Assessed Value) for 2026 PCBP Budget									
	Tax Key Number	Tax Class	Owner Name	Property Address	Legal Description	Legal Acres	Total Assessed Value	Rate/1000 (Estimate)	Net Tax (Estimate)
1	281-23-0802100017	Commercial	2011 Stevens Point, LLC	5417 Clem's Way	LOT 1 CSM #10150-45-30 BNG PRT S 1/2 NE; SUBJ TO RC DESC 695/7 & 757204 S2 T23 R8 3.48 760132	3.48	\$ 2,320,600	0.9116495	\$ 2,115.57
2	281-23-0802400012	Commercial	Aspirus Wausau Hospital, Inc	5409 Vern Holmes Dr	L1 CSM#8860-36-90 BNG PRT SWSE;SUBJ TO RC 695/7 & 757204 S2 T23 R8 5.80A 682875;819263AGMT 819867RES	5.80	\$ 17,092,300	0.9116495	\$ 15,582.19
3	281-23-0801220003	Commercial	Baron Investments, LLC	5601 E M Copps Dr	L1 CSM#10949-50-79 BNG PRT FRAC NWNW S1 T23 R8 SUBJ TO RC-695/7 & 757204 3.15A 682/16ANNX;CSM 50/77 828262;834851UTIL	3.15	\$ 1,032,900	0.9116495	\$ 941.64
4	281-23-0802400101	Commercial	Breeze Bikes, LLC	3201 John Joanis Dr	LOT 1 CSM 8802-36-32 BNG PRT NESE; SUBJ RC 695/7 & 757204 S2 T23 R8 2.46A 849568	2.46	\$ 926,100	0.9116495	\$ 844.28
5	281-23-0802100008	Commercial	BSP Investments, LLC	5533 Clem's Way	LOT 1 CSM#8491-34- 21 BNG PRT SENE & NESE;SUBJ RC-695/7 & 757204 S2 T23 R8 742350;911786LC	1.53	\$ 727,200	0.9116495	\$ 662.95
6	281-23-0802400010	Commercial	Bulls Eye Credit Union, Inc	3316 Business Park Dr	LOT 1 CSM 8726-35-106 BNG PRT SWSE;SUBJ TO RC 695/7 & 757204 S2 T23 R8 1.50A 670685	1.50	\$ 1,104,500	0.9116495	\$ 1,006.92
7	281-23-0802400019	Commercial	CAP Services, Inc	3109 John Joanis Dr	L1 & OL 1 CSM 9786-42-116 SUBJ TO RC 695/7 & 757204 BNG PRT NESE S2 T23 R8 2.46A 730890;730891 730964LSE;795277LSE907651LC	2.46	\$ 497,000	0.9116495	\$ 453.09
8	281-23-0802400209	Commercial	Cherry Tree Real Estate Stevens Point, LLC	3216 Business Park Dr	UNITS A & B OAKBRIDGE CONDOMINIUM BNG PRT NWSE SUBJ RC 695/7 & 757204 S2 T23 R8 1.80A 856841	1.80	\$ 1,387,500	0.9116495	\$ 1,264.91
9	281-23-0801120005	Exempt local	City of Stevens Point	E M Copps Dr	Lot 2, CSM 11262-52-92 BNG PRT FRACL NWNW S1 T23 R8 3.104A 854856	3.10	\$ -	0.9116495	\$ -
10	281-23-0801130001	Exempt local	City of Stevens Point	Old Highway 18	W 1/2 FRAC SWNE S1 T23 R8 19.92A M/L 854856	19.92	\$ -	0.9116495	\$ -
11	281-23-0801210008	Exempt local	City of Stevens Point	E M Copps Dr	L1 CSM#11083-51-63 BNG PRT FRAC NENW S1 T23 R8 3.07A 777336ANNX;778831AOC 788532;838981CSM	3.06	\$ -	0.9116495	\$ -
12	281-23-0801210010	Exempt local	City of Stevens Point	E M Copps Dr	L2 CSM#11102-51-82 BNG PRT FRACL NENW S1 T23 R8 1.64A 777336ANNX;778831AOC 788532;790298CSM;839742CSM	1.64	\$ -	0.9116495	\$ -
13	281-23-0801220004	Exempt local	City of Stevens Point	2700 Week St	LOT 1 CSM#10055-44 44-85 BNG PRT FRAC NWNW SUBJ TO RC-695/7 & 757204 S1 T23 R8 682/16-20 ANNEX 757094	18.61	\$ -	0.9116495	\$ -
14	281-23-0801310002	Exempt local	City of Stevens Point	Badger Ave	FRAC NESW EXC W15' OF S15' & EXC CSM#011912 DOC-906712 S1 T23 R8 36.276A 840597	36.28	\$ -	0.9116495	\$ -

15	281-23-0801340002	Exempt local	City of Stevens Point	County Rd HH	LOT 1 CSM#11117-51-97 BNG PRT FRAC SESW S1 T23 R8 19.86A 743392RO;777336ANNX 778831AOC;838810RES;838813-RES;840636;840681CSM	19.86	\$ -	0.9116495	\$ -
16	281-23-0801340005	Exempt local	City of Stevens Point	Badger Ave	FRAC SESW EX W15' & EX CSM#11117-51-97 & EX CSM#011912 DOC-906712 S1 T23 R8 14.576A 840636	14.58	\$ -	0.9116495	\$ -
17	281-23-0801220006	Commercial	David L Ladick Survivors Trust	E M Copps Dr	LOT 1 CSM#10422-47-2; BNG PRT FRAC NWNW S1 T23 R8 3.37A M/L 879353	3.37	\$ 169,800	0.9116495	\$ 154.80
18	281-23-0801220008	Commercial	David L Ladick Survivors Trust	E M Copps Dr	LOT 3 CSM#10422-47-2 BNG PRT FRAC NWNW S1 T23 R8 3.39A 879353	3.39	\$ 170,800	0.9116495	\$ 155.71
19	281-23-0802100023	Manufacturing	Deb & Al Property LLC MFG	3017 Worth Dr	LOT 1 CSM#10860-49 -140 BNG PRT FRAC NENE & FRAC SENE S2 T23 R8 11.51A 682/16-20ANNX 820561(MFG)	11.51	\$ 3,414,700	0.9116495	\$ 3,113.01
20	281-23-0802100029	Commercial	Delta Dental of Wisconsin, Inc	3100 Business Park Dr	Lot 1, CSM# 011359 DOC-862799 BNG PRT SWNE S2 T23 R8 SUBJ RC-522959 & 757204 12.868A 852015	12.87	\$ 27,394,300	0.9116495	\$ 24,974.00
21	281-23-0802400210	Commercial	Delta Dental of Wisconsin, Inc	Business Park Dr	Lot 1, CSM #11235-52-65 BNG PRT SWNE & NWSE S2 T23 R8SUBJ DRNG ESMT-7449682.144A 853496	2.14	\$ 171,500	0.9116495	\$ 156.35
22	281-23-0802100009	Manufacturing	Dy Pizza Point LLC MFG	3201 Business Park Dr	LOT 1 CSM#8519-34- 49 BNG PRT SWNE & NWSE;SUBJ RC-695/7 & 757204 S2 T23 R8 894100(MFG)	2.35	\$ 1,097,100	0.9116495	\$ 1,000.17
23	281-23-0802400410	Commercial	ENT Holdings, LLC	5509 Vern Holmes Dr	PRT LOT 3 CSM#8822-36 -52 LYG W CSM 10657-48-87 BNG PRT SESE & ESMT-(908367); SUBJ RC 695/5 & 673508;SUBJ TRL ESMT-757328 S2 T23 R8 1.82A M/L 885935 W/RC;907240	1.82	\$ 620,700	0.9116495	\$ 565.86
24	281-23-0802100203	Commercial	Essjay WI Tech Properties, LLC	5517 E M Copps Dr	LOT 1 & OUTLOT 1 CSM#9224-39-4 BNG PRT FRACL NENE SUBJ TO RC-695/7 & 757204 S2 T23 R8 2.78A 891679	2.78	\$ 669,600	0.9116495	\$ 610.44
25	281-23-0802400405	Commercial	First State Bank, Inc	5500 Carrie Frost Dr	L2 CSM 8822-36-52 BNG PRT SESE;SUBJ TO RC 695/7 & SUBJ PC AMD 673508 S2 T23 R8 2.59A 869780	2.59	\$ 3,413,300	0.9116495	\$ 3,111.73
26	281-23-0802400507	Commercial	Giare, LLC	3225 Business Park Dr	L1 CSM 38/1 BNG PRT NESE;SUBJ RC 695/7 & 757204 S2 T23 R8 5.08A 878328	5.08	\$ 4,645,300	0.9116495	\$ 4,234.89
27	281-23-0802400412	Commercial	Growth Hotels, LLC	3317 John Joanis Dr	PRT L3 CSM #8822- 36-52 LYG N CSM 48/87 BNG PRT SESE;SUBJ RC 695/7& 673508;SUBJ TRL ESMT-757328; ING/EGR ESMT-888903 S2 T23 R8 4.89A M/L 888902	4.89	\$ 9,746,500	0.9116495	\$ 8,885.39
28	281-23-0801300003	Commercial	Hai-III, LLC	5600 Carrie Frost Dr	LOT 10 CSM#9188-38 38-118 A&B BNG PRT SWSW S1 T23 R8 687072-ANNEX 695554	1.54	\$ 852,600	0.9116495	\$ 777.27
29	281-23-0802400102	Commercial	Innovation Properties, LLC	3217 John Joanis Dr	L1 CSM 9166-38-96 BNG PRT NESE;SUBJ RC 695/7 & 757204 S2 T23 R8 5.10A 682/16-ANNEX;695026	5.10	\$ 4,824,700	0.9116495	\$ 4,398.44
30	281-23-0802400513	Commercial	Innovation Properties, LLC	John Joanis Dr	LOT 1 CSM 9437-40-67 BNG PRT NESE&SESE;SUBJ RC 695/7 & 757204;TRAIL ESMT 757329 S2 T23 R8 5.80A 712868	5.80	\$ 350,100	0.9116495	\$ 319.17

31	281-23-0802400411	Commercial	Investors Community Bank	5517 Vern Holmes Dr	LOT 1 CSM#10657-48 -87 BNG PRT SESE SUBJ RC-695/7 & 673508;SUBJ TRL ESMT-757328 SUBJ ING/EGR ESMT-888903 &(908367) S2 T23 R8 2.75A 682/16ANX; CSM 36/52 794808;813601RES	2.75	\$ 3,230,100	0.9116495	\$ 2,944.72
32	281-23-0802100011	Commercial	J F Ahern Co	5525 Clem's Way	LOT 1 CSM #9389-40-19 BNG PRT SENE & NESE; SUBJ TO RC-695/7 & 757204 S2 T23 R8 898650	1.74	\$ 875,800	0.9116495	\$ 798.42
33	281-23-0802100028	Commercial	Koble Properties, LLC	5508 Clem's Way	L1 CSM#8780-36-10 & OL1 CSM#10796-49-76 BNG PRT FRAC SENE S2 T23 R8 SUBJ RC - 695/7 & 757204 2.51A 888299;900611900629	2.51	\$ 1,705,400	0.9116495	\$ 1,554.73
34	281-23-0802400504	Commercial	La/E, LLC	3317 Business Park Dr	L1 CSM 7055-25-278 BNG PRT SESE;SUBJ RC 695/7 & 757204;SUBJ TRAIL ESMT 757206 S2 T23 R8 2.00A 876369; 876490AOC	2.00	\$ 1,162,300	0.9116495	\$ 1,059.61
35	281-23-0801230004	Manufacturing	Lands End Inc MFG	5700 Lands' End Way	L1 CSM#7448-27-128 BNG PRT S1/2 NW S1 T23 R8 EXC L3 CSM 51/63 SUBJ RC 576163 & 757204 68.068A 576160 (MFG)	68.07	\$ 8,432,900	0.9116495	\$ 7,687.85
36	281-23-0801120007	Commercial	Lineage Logistics, LLC	E M Copps Dr	Lot 2, CSM #011506 DOC-876025 BNG PRT FRAC'L NWNW S1 T23 R8 2.435A 885533	2.44	\$ 1,200	0.9116495	\$ 1.09
37	281-23-0801210011	Commercial	Lineage Logistics, LLC	5700 E M Copps Dr	LOT 1 CSM#011916 DOC-906941 BNG PRT FRACL NWNW & FRACL NENW S1 T23 R8 SUBJ AGMT-818368 53.586A 839984;857076;885533	53.59	\$ 61,347,300	0.9116495	\$ 55,927.24
38	281-23-0802400016	Commercial	Little Scholars Enterprises, LLC	3209 Business Park Dr	LOT 1 CSM 9667-41-147 BNG PRT NWSE & NESE;SUBJ RC 695/7 & 757204 682/16-20 ANNEX S2 T23 R8 3.10A 811971;811972;885492;885493;886000	3.10	\$ 1,613,000	0.9116495	\$ 1,470.49
39	281-23-0802400103	Commercial	Little Scholars Enterprises, LLC	3301 John Joanis Dr	L1 CSM 9167-38-97 BNG PRT NESE;SUBJ RC 695/7 & 757204 S2 T23 R8 2.05A 682/16-ANNEX;694578	2.05	\$ 1,709,400	0.9116495	\$ 1,558.37
40	281-23-0801300001	Commercial	Meijer Stores,,, LP	5640 Carrie Frost Dr	PT SWSW SEC 1 & PT NWNW S12 T23 R8 AS DES IN DOC#687350 EX CSM 38/118 EX DOC#747357 & 747432 SUBJ RC-832156 687072ANNX;832289 833133ASSGMT	28.41	\$ 4,242,600	0.9116495	\$ 3,867.76
41	281-23-0801300004	Commercial	Mountain Portfolio Owner WI MI, LLC	5601 Carrie Frost Dr	LOT 1 CSM#011604 DOC-883989 BNG PRT SWSW S1 T23 R8 SUBJ ESMT RC-832156 & 885424 1.786A (900122)NDS CRCN	1.79	\$ 1,362,300	0.9116495	\$ 1,241.94
42	281-23-0802400509	Commercial	Oakwood Center, LLC	John Joanis Dr	L3 CSM 9071-38-1 BNG PRT NESE;SUBJ TO RC 695/7 S2 T23 R8 676/852 2.32A 876432	2.32	\$ 149,400	0.9116495	\$ 136.20
43	281-23-0802400514	Commercial	Oakwood Center, LLC	3233A Business Park Dr	UNIT 1 3233 BUSINESS PARK DR CONDO 50% INT COMM ELMTS-766223 BNG PRT NESE;SUBJ TO CROSS ESMT-766225;SUBJ RC-695/7& 757204 S2 T23 R08 784483	1.11	\$ 1,838,300	0.9116495	\$ 1,675.89

44	281-23-0802400515	Commercial	Oakwood Center, LLC	3233B Business Park Dr	UNIT 2 3233 BUSINESS PARK DR CONDO & 50% INT COMM ELMTS-766223 BNG PRT NESE;SUBJ CROSS ESMT-766225;SUBJ RC-695/7& 757204 S2 T23 R08 784483	0.99	\$ 985,000	0.9116495	\$ 897.97
45	281-23-0802100030	Manufacturing	Om Real Estate Holdings LLC MFG	3017 Business Park Dr	LOT 1 CSM#011781 DOC-898174 BNG PRT SWNE & SENE S2 T23 R8 SUBJ RC-522959 & 757204 13.946A 842929;898647 (MFG)	13.95	\$ 8,796,900	0.9116495	\$ 8,019.69
46	281-23-0802400004	Commercial	Portage County Bank	5417 Vern Holmes Dr	LOT 1 CSM 8593-34-123 BNG PRT SWSE;SUBJ RC 695/7 & 757204 S2 T23 R8 2.63A 691675	2.63	\$ 2,707,600	0.9116495	\$ 2,468.38
47	281-23-0802400409	Commercial	Portage County Business Council Fnd in	5501 Vern Holmes Dr	L1 CSM 8970-37-50 A&B BNG PRT SESE;SUBJ RC 695/7 S2 T23 R8 3.72A 682/16-20ANXD;706/999 737/86;756/38;592518;760572 AFF	3.72	\$ 1,570,800	0.9116495	\$ 1,432.02
48	281-23-0801220002	Commercial	Portage County Business Park Owners Assn, Inc	E M Copps Dr	LOT 1 CSM #7501- 27-181 BNG PRT FRAC NWNW SUBJ TO RC-695/7 & 757204 S1 T23 R8 4.06A 676/933;676/852-3 682/16-20 ANNXD; 909152	4.01	\$ 2,500	0.9116495	\$ 2.28
49	281-23-0801230002	Commercial	Portage County Business Park Owners Assn, Inc	Brilowski Rd	LOT 2 CSM #7448-27-128- BNG PRT SWNW SUBJ TO RC 695/7 & 757204 S1 T23 R8 4.24A 676/933;676/852-3:909152	4.24	\$ 2,600	0.9116495	\$ 2.37
50	281-23-0802100004	Commercial	Portage County Business Park Owners Assn, Inc	Business Park Dr	OUTLOT 1 CSM 6714-24-237 BNG PRT NWNE & SWNE SUBJ TO RC-695/7 & 757204 S2 T23 R8 3.34AC 67 3.34A 676/933;682/16-20909152	3.34	\$ 2,100	0.9116495	\$ 1.91
51	281-23-0802400211	Commercial	Portage County Business Park Owners Assn, Inc	Business Park Dr	OUTLOT 1 CSM#6683-24-206 BNG PRT SWNE & NWSE S2 T23 R8 EX CSM'S 41/103 & 52/65; SUBJ RC 522959 & 757204; SUBJ DRNG ESMT-744968 16.637A M/L 530348CSM;512786;512799;512825;909152	16.64	\$ 256,700	0.9116495	\$ 234.02
52	281-23-0802400302	Commercial	Portage County Business Park Owners Assn, Inc	Business Park Dr	OL 1 CSM 9794-42-124 BNG PRT SWSE;SUBJ RC 695/7 & 757204;SUBJ DEED RES IN 670686 S2 T23 R8 1.40A 823321UTIL;909152	1.40	\$ 900	0.9116495	\$ 0.82
53	281-23-0802400404	Commercial	Portage County Business Park Owners Assn, Inc	John Joanis Dr	LOT 1 CSM#8822-36- 52 BNG PRT SESE;SUBJ RC DES 695/7 & 757204;SUBJ LTD AMDMT TO PC DES 673508 S2 T23 R8 676/852-3 676/854 682/16-ANNX 797/27-9	0.77	\$ 42,300	0.9116495	\$ 38.56
54	281-23-0802400408	Commercial	Portage County Business Park Owners Assn, Inc	Business Park Dr	OUTLOT 2 CSM#9794- 42-124 BNG PRT SE SE;SUBJ RC-695/7;SUBJ DEED REST- 670686 S2 T23 R8 676/852 676/884 676/854909152	1.68	\$ 1,100	0.9116495	\$ 1.00
55	281-23-0802400508	Commercial	Portage County Business Park Owners Assn, Inc	Business Park Dr	LOT 2 CSM#9071-38-1;BNG PRT NESE S2 T23 R8; SUBJ RC 695/7 & 757204;SUBJ ESMT-689640 .94A M/L 676/852-3;676/884 676/854;682/16ANNX;797/27-9;909152	0.94	\$ 24,400	0.9116495	\$ 22.24

56	281-23-0802100031	Commercial	Realty Investments, LLC	2917 Business Park Dr	LOT 2 CSM#011781 DOC 898174 BNG PRT NE 1/4 S2 T23 R8 SUBJ RC 522959 & 757204 15.100A 662350;809416;566172	15.10	\$ 7,374,800	0.9116495	\$ 6,723.23
57	281-23-0801210007	Commercial	Russell Gymnastics, LLC	5717 E M Copps Dr	L1 CSM#11102-51-82 BNG PRT FRAC NENW S1 T23 R8 2.00A 777336ANNX;778831AOC 790298CSM;839742CSM;841020	2.00	\$ 1,261,500	0.9116495	\$ 1,150.05
58	281-23-0802400204	Commercial	Sbg Holdings, LLC	3200 Business Park Dr	L1 CSM 9833-43-13 BNG PRT NWSE;SUBJ RC 695/7 & 757204 S2 T23 R8 3.35A 869626	3.35	\$ 210,700	0.9116495	\$ 192.08
59	281-23-0802100101	Commercial	SESCO Realty	3101 Business Park Dr	LOT 1 CSM 6748-24-271 BNG PRT SW NE; SUBJ RC-695/7 & 757204 S2 T23 R8 2.36A 676/933;676/854 ANNXD 682/16-20;548810	2.36	\$ 998,600	0.9116495	\$ 910.37
60	281-23-0802400512	Commercial	Simplicity Credit Union, Inc	3301 Business Park Dr	LOT 1 CSM #9610-41-90 BNG PRT NESE & SESE; SUBJ RC-695/7 & 757204 S2 T23 R8 2.04A 900801	2.04	\$ 132,600	0.9116495	\$ 120.88
61	281-23-0802100020	Commercial	Skygroup, LLC	2601 Skyward Dr	LOT 1 CSM #10442-47-22 BNG PRT NE 1/4 S2 T23 R8 43.36A 682/16ANNX;792589 810881ORD	43.36	\$ 33,107,000	0.9116495	\$ 30,181.98
62	281-23-0802400511	Commercial	Ssr Enterprises, LLC	3241 Business Park Dr	L1 CSM 9558-41-38 BNG PRT NESE&SESE;SUBJ RC 695/7 & 757204 S2 T23 R8 2.04A 561004;704858;714054	2.04	\$ 1,270,500	0.9116495	\$ 1,158.25
63	281-23-0802400501	Commercial	Sterling Properties Lllp	3325 Business Park Dr	L2 CSM 6722-24-245 BNG BNG PRT SESE;SUBJ TRAIL ESMT AGRMT 760913;SUBJ TO RC 695/7&757204 S2 T23 R8 2.97A 713036;873950	2.97	\$ 2,434,200	0.9116495	\$ 2,219.14
64	281-23-0801300005	Commercial	Stevens Point 5609 Carrie Frost WI, LLC	5609 Carrie Frost Dr	LOT 2 CSM#011604 DOC-883989 BNG PRT SWSW S1 T23 R8 SUBJ ESMT-RC 832156& 884278 &885424AOC .745A 695887;700990;884277;911607	0.75	\$ 121,100	0.9116495	\$ 110.40
65	281-23-0802110001	Commercial	Stevens Point Properties, LLC	5501 E M Copps Dr	LOT 1 CSM #7838-29-118 BNG PRT FRAC NENE;SUBJ RC 695/7 & 757204 S2 T23 R8 3.64A 895120	3.64	\$ 800,000	0.9116495	\$ 729.32
66	281-23-0802400015	Commercial	TGG Real Estate Holdings, LLC	3300 Business Park Dr	LOT 1 CSM 9623-41-103 BNG PRT W1/2 SE & DRNG ESMT AGRMT 744968 S2 T23 R8 SUBJ RC 695/7&757204 21.42A 908562	21.42	\$ 16,631,700	0.9116495	\$ 15,162.28
67	281-23-0802100016	Commercial	T-Max Properties, LLC	Clem's Way	LOT 1 CSM 9720-42-50 BNG PRT NESE & SENE; SUBJ TO RC-695/7 & 757204 S2 T23 R8 682/16-20 ANNEX 1.84A 724282	1.84	\$ 119,500	0.9116495	\$ 108.94
68	281-23-0802400017	Commercial	Viking Holding II, LLC	3125 John Joanis Dr	L1 CSM#11034-51-14 BNG PRT NESE S2 T23 R8 3.893A 836406	3.89	\$ 1,093,800	0.9116495	\$ 997.16
69	281-23-0802400503	Exempt other	WI Interscholastic Athletic Assoc	5516 Vern Holmes Dr	L1 CSM 6840-25-63 BNG PRT SESE;SUBJ RC 695/7 & 757204;SUBJ TRAIL ESMT 757205 S2 T23 R8 3.01A 541652	3.01	\$ -	0.9116495	\$ -
70	281-23-0802400006	Exempt state	WI State of Dept of Transportation	Vern Holmes Dr	OUTLOT 1 CSM 35/52 BNG PRT SWSE;SUBJ RC 695/7 & 757204;ANNXD 682/16-20 797/27-9 ESMT 4.30A 670687	4.30	\$ -	0.9116495	\$ -

71	281-23-0802100202	Commercial	Wrv, LLC	2901 Business Park Dr	LOT 1 CSM #7697-28-177 BNG PRT N 1/2 NE; SUBJ RC 695/7 & 757204 S2 T23 R8 6.52A 747828	6.52	\$ 2,378,700	0.9116495	\$ 2,168.54
TOTALS						549.22	\$ 252,626,700		\$ 230,307.00

Appendix D: BID Revenues and Expenditures

CITY OF STEVENS POINT		2026 PROPOSED BUDGET		Page: 66	
		Period: 11125		Nov 06, 2025 12:46PM	
Account Number	Account Title	2024 Pri Year Actual	01125-11/25 CurYTD, Actual	2025, CurYear Budget	2026 Fut Year Budget
BUSINESS PARK IBID					
TAXES					
256.41.00.120.1iG	BID ASSESSMENTS	.00	177,990	175,020	230,307
Total TAXES:		.00	177,990	175,020	230,307
OTHER FINANCING SOURCES					
256.49.19310.59	GENERAL FUND BALANCE USAGE	.00	-00	3,273-	.00
Total OTHER FINANCING SOURCES:		.00	.00	3,273-	.00
COST CATEGORY: 51					
SUB DEPARTMENT: 960					
256.51.19960.2004	AUDIT SERVICES	.00	6,154	.00	6,300
Total SUB DEPARTMENT: 960:		.00	6,154	.00	6,300
Total COST CATEGORY: 51:		.00	6,154	.00	6,300
BUSINESS IMPROV DISTRICT					
BUSINESS IMPROV DISTRICT					
200.56.00700.1154	DOWNTOWN MANAGER SALARY	.00	14,127	23,930	23,800
200.56.00700.1900	EMPLOYERCONTRIBJWSC RET	.00	941	1,663	1,714
256.56.00700.1910	EMPLOYER CONTRIBJ.S. TAX	.00	1,054	1,831	1,821
256.56.00700.1920	EMPLOYERCONTRIBJLIIFE INSUR	.00	9	.00	8
256.56.00700.193(1	WORKERS COMPI: NSATIONPREM	.00	242	428	426
256.56.00700.1950	MEDICAL INSURANCE PREM	.00	1,952	3,445	6,622
256.56.00700.1955	HSA CONTRIBLJTION	.00	.00	.00	420
256.56.00700.2200	GAS/ELECTRIC CHARGES	.00	14,127	25,000	13,000
256.56.00700.2:203	TELEPHONE UTILITY CHARGES	.00	.00	200	.00
256.56.00700.2204	WATERSEWER UTIL CHARGES	.00	3,687	4,000	2,600
256.56.00700.2800	COMPUTER/COMPUTER EQUIP	.00	.00	1,000	.00
256.56.00700.3001	GENERAL OFFICE SUPPLIES	.00	.00	250	596
256.56.00700.5000	MISCELLANEOUS CHARGES	.00	11,232	5,000	12,000
256.56.00700.5751	LAWN CARE/SNOW REMOVAL EXP	.00	64,828	85,000	75,000
256.56.00700.5752	LANDSCAPING E.X.PENSES	.00	.00	5,000	.00
256.56.00700.5753	POND MAINTENANCE	.00	7,184	15,000	10,000
256.56.00700.5754	PRIVATE UTILITY LOCATES	.00	.00	.00	2,000
256.56.00700.5755	FOUNTAINREPLACEMENTS	.00	.00	.00	28,000
256.56.00700.5756	TRAIL MAINTENANCE	.00	.00	.00	20,000
256.56.00700.5757	BRANDING STUDY	.00	.00	.00	26,000
Total BUSINESS IMPROVDISTRICT:		.00	119,384	171,747	224,007
Total BUSINESS IMPROV DISTRICT:		.00	119,384	171,747	224,007
BUSINESS PARK BID Revenue Total:		.00	177,990	171,747	230,307
BUSINESS PARK BID Expenditure Total:		.00	125,538	171,747	230,307

Appendix E: Wisconsin Statutes Section 66.1109

66.1109 Business improvement districts.

(1) In this section:

(a) "Board" means a business improvement district board appointed under sub. (3) (a).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subs. 1. to 4. have been complied with.

(g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries

of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40 percent of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(2m) A municipality may annex territory to an existing business improvement district if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned the municipality for annexation.

(b) The planning commission has approved the annexation.

(c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.

(d) Within 30 days after the hearing under par. (c), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:

1. If the cash balance in the segregated account described under sub. (4) equaled or exceeded \$300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.
 2. If the cash balance in the segregated account described under sub. (4) was less than \$300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.
- (cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. (c) 1. and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. (c) 2. shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of \$10 if the revised amount is not a multiple of \$10 or, if the revised amount is a multiple of \$5, such an amount shall be increased to the next higher multiple of \$10.
- (cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.
- (d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.
- (4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. (3) (c), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.
- (4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. 66.1110 if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. 66.1110 (4) (b).
- (4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:
- (a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

(d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. 70.11 or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

History: 1983 a. 184; 1989 a. 56 s. 258; 1999 a. 150 s. 539; Stats. 1999 s. 66.1109; 2001 a. 85; 2017 a. 59, 70, 189.

Appendix F: Bylaws of BID

Bylaws for the City of Stevens Point

Portage County Business Park Business Improvement District

Article I – General

Section I – Name

This organization shall be known as the Portage County Business Park Business Improvement District (PCBP-BID), operating as the Board of Directors of the Portage County Business Park Business Improvement District.

Section II – Creation

The PCBP-BID was approved on November 18th, 2023 by the Common Council of the City of Stevens Point and must, per Chap. 66.1109, Wis. Stats. be approved annually by that body.

Section III – Purpose

The main objective of the PCBP-BID is to enhance the viability of the Portage County Business Park through land management, public space maintenance, marketing, and additional economic development activity.

Section IV – Area

The PCBP-BID will include all properties shown within the boundaries outlined in Appendix B of the PCBP-BID Operating and Implementation Plan.

Article II – Board of Directors

Section I – Board Composition and Appointment

The PCBP-BID Board of Directors shall be comprised of seven (7) voting members appointed by the Mayor of Stevens Point and confirmed by the City Council. The PCBP-BID Board of Directors will solicit applicants and make annual Board member recommendations to the Mayor. Said members shall comprise of the following:

Six (6) real property owners or real property owners' representatives within the District

One (1) Alderperson representing the 6th Aldermanic District

The Director of Community Development, or designee, shall serve as an ex officio non- voting member of the board.

Section II – Term of Office

Term appointments will be for a period of three (3) years on staggered terms each ending December 31st of the year of expiration. Term of office will begin January 1st. The Alderperson serving the PCBP-BID will serve during their election term.

Section III – Meetings

The PCBP-BID Board of Directors shall meet as-needed to achieve the goals as defined in the Operating Plan.

Section IV – Quorum

A simple majority of the current total voting Board membership shall constitute a quorum. The concurrence of a majority of the voting Board members present at a meeting at which a quorum is present shall be necessary to conduct the business of the Board. "Present" shall be defined as physical or virtual attendance.

Section V – Voting

At any meeting of the Board, each voting Board member shall be entitled to one vote with a majority vote determining the issue.

Section VI – Vacancies

Vacancies on the Board of Directors shall be filled by appointment of the Mayor and confirmed by the City Council after recommendations by the PCBP-BID Board of Directors.

Section VII – Officers

Board members shall appoint a Chairperson, Vice Chairperson, Treasurer, and Secretary on a yearly basis each January. Any two of the three executives shall have the authority to execute documents on behalf of the BID Board, only for purposes authorized by the full BID Board of Directors, including the authorization for writing of checks and executing contracts.

- A. Chairperson. The Chairperson shall serve as the chief officer of the PCBP-BID and shall preside at all meetings of the Board of Directors. The Chairperson shall assign committee chairs, subject to approval of the Board of Directors.
- B. Vice Chairperson. The Vice Chairperson shall serve as the chief officer of the PCBP-BID and shall preside over all meetings of the Board of Directors in any absence of the Chairperson. If the position of Chairperson becomes vacant, the Vice Chairperson shall assume position of Chairperson until the next appointment of officers.
- C. Treasurer. The Treasurer shall be responsible for overseeing and reporting the financial activities of the PCBP-BID. Activities include coordinating the annual budget with the Chairperson and committee chairs, present notable updates of PCBP-BID finances to the Board, and consult the Board of Directors or PCBP-BID staff about the financial health of the PCBP-BID. Funds shall be kept in a segregated account in the municipal treasury and disbursed through the City of Stevens Point.
- D. Secretary. The Secretary will be responsible for creating the minutes of each meeting according to the requirements of Open Meetings Law and are to be provided to the PCBP-BID Chairperson no later than one (1) week after the previous PCBP-BID Board meeting. The Secretary creates monthly BID Board agendas under direction of the PCBP-BID Chairperson to be provided to the City Clerk no less than one (1) week prior to the next PCBP-BID Board meeting.

Article III – Finances

Section I – Special Assessment

Special assessments under this Operating Plan will be levied by the City of Stevens Point against each taxable property within the District pursuant to Wis. Stats. 66.1109. These properties will be levied at a rate determined by the Board of Directors and approved by the City of Stevens Point Common Council.

Section II – Exemptions

All properties within the boundaries of the PCBP-BID shall be assessed, except for properties used exclusively for residential purposes and property exempt from paying real estate taxes or owned by government agencies.

Section III – Fiscal Year

The fiscal year of the PCBP-BID shall close on December 31st of each year.

Section V – Budget & Report

Each August, the PCBP-BID Officers shall formulate a budget in line with the coming year's goals and objectives. The PCBP-BID Treasurer shall present a proposed budget at the September meeting, which will, in turn, be presented along with the previous year's report to the City of Stevens Point Finance Committee and Common Council.

Section VI – Accounting

Until the PCBP-BID budget exceeds the amount necessary for annual audit (\$300,000), the PCBP-BID shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.

Article IV – General Provisions

Section I – Parliamentary Authority

The current edition of Democratic Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not consistent with the Bylaws of the PCBP-BID.

Section II – Amendments

These bylaws may be amended or altered by a two-thirds vote of the Board of Directors.

CITY OF STEVENS POINT

RESOLUTION

A RESOLUTION APPROVING THE PORTAGE COUNTY BUSINESS PARK (PCBP) BUSINESS IMPROVEMENT DISTRICT 2026 OPERATING PLAN AND 2025 SPECIAL ASSESSMENT LEVY

A Resolution approving the PCBP Business Improvement District 2026 Operating Plan and 2025 Special Assessment Levy

WHEREAS, the City of Stevens Point established a Business Park Business Improvement District pursuant to Wisconsin Statute Section 66.1109 in November 2023; and,

WHEREAS, the initial operating plan of the Business Park Business Improvement District was approved in November 2023; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) requires the Business Park Business Improvement District Board of Directors to annually consider changes to and submit its operating plan to the Common Council of the City of Stevens Point for approval; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) further requires any change to the special assessment method applicable to the Business Park Business Improvement District to be approved by the Common Council of the City of Stevens Point;

NOW THEREFORE, the Common Council of the City of Stevens Point, Portage County, Wisconsin, at a meeting held on November 17, 2025, resolves as follows:

BE IT RESOLVED, that the Common Council of the City of Stevens Point does hereby approve the 2026 Portage County Business Park Business Improvement District Operating Plan and hereby levies the special assessments contained in the plan as attached in [Appendix D](#) of said Operating Plan.

PASSED AND ADOPTED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, November 17, 2025.

Mike Wiza, Mayor Dated

ATTEST: Susan Pagel, City Clerk Dated

Drafted by: K. Margelofsky Business Park BID Manager

Dated: October 31, 2025

Approved: November 17, 2025

Appendix H: Resolution Adopting Operating Plan & Special Assessment Levy for the Downtown Business Improvement District

CITY OF STEVENS POINT RESOLUTION

A RESOLUTION APPROVING THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT 2026 OPERATING PLAN AND 2025 SPECIAL ASSESSMENT LEVY

A Resolution approving the Downtown Business Improvement District 2026 Operating Plan and 2025 Special Assessment Levy

WHEREAS, the City of Stevens Point established a Business Improvement District pursuant to Wisconsin Statute Section 66.1109 in December 2022; and,

WHEREAS, the initial operating plan of the Downtown Business Improvement District was approved in December 2022; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) requires the Downtown Business Improvement District Board of Directors to annually consider changes to and submit its operating plan to the Common Council of the City of Stevens Point for approval; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) further requires any change to the special assessment method applicable to the Downtown Business Improvement District to be approved by the Common Council of the City of Stevens Point;

NOW THEREFORE, the Common Council of the City of Stevens Point, Portage County, Wisconsin, at a meeting held on **November 17, 2025**, resolves as follows:

BE IT RESOLVED, that the Common Council of the City of Stevens Point does hereby approve the 2026 Downtown Business Improvement District Operating Plan and hereby levies the special assessments contained in the plan as attached in [Appendix D](#) of said Operating Plan.

PASSED AND ADOPTED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, **November 17, 2025**.

Mike Wiza, Mayor

Dated

ATTEST: Susan Pagel, City Clerk

Dated

Drafted by: K. Margelofsky Downtown BID Manager

Dated: October 31, 2025

Approved: **November 17, 2025**

STEVENS POINT

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT (DBID)

2026 OPERATING PLAN



PREPARED ON: October 31, 2025

APPROVED BY THE BID BOARD OF DIRECTORS ON: November 4, 2025

ADOPTED BY CITY OF STEVENS POINT COMMON COUNCIL ON: November 17, 2025

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Introduction

Under Wisconsin Statutes §66.1109 (see [Appendix A](#)), municipalities are authorized to establish Business Improvement Districts (BIDs) upon petition by at least one property owner within the proposed district. The purpose of the BID statute is:

“...to allow businesses within those districts to develop, to manage and promote the districts, and to establish an assessment method to fund these activities.”

In October 2022, a petition to create a BID in Downtown Stevens Point was submitted by property owners represented by the Stevens Point Alliance. The City of Stevens Point Common Council approved the establishment of the Downtown Business Improvement District (DBID) and its initial operating plan in December 2022. In January 2023, the Council confirmed the appointment of BID Board members in accordance with Article II, Section I of the BID Bylaws (see [Appendix B](#)).

The BID’s goals and initiatives are aligned with the [City of Stevens Point’s 2005 Comprehensive Plan](#) and the [2018 Targeted Area Master Plan for Downtown Redevelopment](#). The BID also operates under the guidance of the [Main Street America™ program](#), under which Stevens Point Downtown BID was **recertified in July 2023**.

The **mission** of the DBID is: **“Enhancing downtown Stevens Point by collaboratively connecting property owners, businesses, residents, and visitors with resources and experiences.”**

The DBID’s **vision** is: **“A thriving downtown that engages diverse audiences and celebrates local businesses to foster a vibrant district.”**

The BID is guided by five core values:

- **Accountable** – Transparent and responsible in all actions
- **Thriving** – Focused on growth, vitality, and sustainability
- **Collaborative** – Building partnerships to shape the future of downtown
- **Supportive** – Advocating for and assisting downtown stakeholders
- **Innovative** – Embracing creative solutions to enhance the district

At the heart of the DBID’s work is a commitment to **uniting businesses, organizations, and local government** through collaboration and partnership. This collective approach is essential to achieving the strategic objectives outlined in the BID’s operating plan and ensuring the continued success of Downtown Stevens Point.

District Boundaries

The boundaries of the Downtown Business Improvement District (BID) for 2026 remain consistent with those originally established in 2022. The district is geographically defined by the **Wisconsin River to the west, Portage Street to the north, Centerpoint Drive and Rogers Street to the east, and Ellis Street and Arlington Place to the south**.

A detailed map of the BID boundaries is provided in [Appendix C](#), while [Appendices D and E](#) include a comprehensive list of properties located within the district, including those subject to and exempt from BID assessments.

Goals Review: 2023–2025

Since its establishment, the BID has made significant progress in advancing its mission. Key accomplishments and developments include:

- **Main Street America Recertification:** Achieved in **July 2023**, reestablishing Stevens Point Downtown BID as a recognized Main Street Community.
- **Façade Improvement Program:** Promoted in partnership with the City; one storefront completed in 2023 with more anticipated in the future.
- **Mural Program Support:** Ongoing collaboration with CREATE Portage County and the City to maintain and expand public art.
- **Historic Markers & Wayfinding Initiative:** Assisted the City in installing **branded wayfinding signage** throughout downtown, including for murals and historic properties.
- **Public Space Enhancement Program:** Launched in 2024; alley activation, riverfront lighting & mural expansion projects selected by public vote and in progress for 2025/2026.
- **Vacant Storefront Reinvestment Program:** Program **presented in 2025**, with grant rollout and implementation scheduled for 2026.
- **Special Events & Marketing Coordinator:** Hired in January 2025 to manage BID events and enhance district vibrancy.
- **Branding Campaign:** Developed in partnership with students from UW-Stevens Point; to be expanded in 2026.
- **Annual Town Halls:** Held in 2024 and 2025 to engage stakeholders, planning for 2026.
- **Main Street America Affiliate Status:** Maintained since 2023, with a goal of achieving **Gold Tier Accreditation** in 2026.

Organizational Transitions in 2025

In 2025, the BID experienced a staffing transition, with the departure of its first Executive Director in June and the onboarding of a new Executive Director in October. While this created a temporary gap in leadership, **City of Stevens Point Community Development staff and the BID Boards maintained a high level of operating capacity for both the Downtown and Business Park BIDs**, ensuring continuity of services and progress on key initiatives. Their dedication and adaptability during this period should be commended.

Additional organizational developments include:

- The **Stevens Point Alliance (SPA)**, which previously operated as a partner organization managing many downtown events, was formally **dissolved in late 2024/early 2025**. Its event programming and community engagement functions were absorbed by the BID and are now operated under the **Friends of Downtown**, a community-facing initiative of the BID.
- The City established a **Business Park BID**, which now shares the Executive Director position with the Downtown BID on a **65% Downtown / 35% Business Park** time and salary split.
- The **Events Coordinator**, hired in January 2025, is currently funded through the DBID budget. However, beginning in 2027, the goal is to transition this funding to the **Friends of Downtown** through increased sponsorships and event revenue.
- The BID is also in the process of **updating its Memorandum of Understanding (MOU)** with the **City of Stevens Point** and the **Stevens Point Area Convention & Visitors Bureau (SPACVB)** to clarify roles, responsibilities, and shared goals.

2026 Strategic Goals

Organized by the Main Street America Four-Point Approach and Executive Leadership

Design Work Group

1. **Secure Funding for Public Space Enhancements through Vibrant Spaces Grant**
 - Apply for the WEDC Community Development Investment (CDI) Vibrant Spaces Grant to fund the alley activation project, riverfront lighting, and new mural installation.
2. **Implement Public Space Enhancements in Partnership with the City**
 - Collaborate with the City of Stevens Point to execute the funded projects, ensuring alignment with BID branding, placemaking goals, and long-term maintenance plans.

Economic Vitality Work Group

1. **Roll Out the Vacant Storefront Reinvestment Program**
 - Begin disbursing grants and tracking outcomes to support business attraction and retention.
2. **Advance Redevelopment in Alignment with [the City's 2018 Targeted Area Master Plan](#)**
 - Collaborate with the City to identify and prioritize redevelopment opportunities outlined in the 2018 Targeted Area Master Plan.
 - Promote investment in key sites and support property owners in navigating redevelopment tools and incentives.

Organization Work Group

1. **Adopt and Implement the Board & Staff Policy Book**
 - Finalize governance and communication policies to guide BID operations and ensure transparency.
2. **Strengthen Stakeholder Engagement and Volunteerism**
 - Reassess the structure and purpose of the **Downtown Collaborative** to better engage BID members and gather feedback on district priorities.
 - Launch a volunteer engagement program with defined roles, recruitment strategies, and recognition efforts to support events, beautification, and community-building initiatives.

Promotions Work Group

1. **Refine and Expand Downtown Branding and Marketing**
 - Build on the 2025 branding campaign developed and expand social media efforts by hiring UW-Stevens Point students marketing students as consultants.
 - Strengthen storytelling and visibility through coordinated campaigns and digital engagement.
2. **Increase Event Revenue and Evaluate Event Impact**
 - Grow sponsorships and donor support for BID-managed events through the Friends of Downtown.
 - Develop an evaluation framework to assess each event's effectiveness in meeting its goals and determine whether to enhance, reimagine, or retire specific programs.

Executive Director Goals

1. **Lead Strategic Alignment Across Work Groups**

Ensure that each work group's efforts align with the BID's mission, the Main Street Four-Point Approach, and the formal Transformation Strategy developed in partnership with WEDC. The Executive Director will facilitate collaboration across work groups to maintain focus, consistency, and shared outcomes.

2. Implement Strategic Planning and Fundraising Support

Collaborate with **Kennari Consulting**, WEDC’s strategic partner, to develop a comprehensive event strategy and fundraising plan that supports long-term financial sustainability and growth of the Friends of Downtown and BID programming.

3. Track and Report Progress on 2026 Goals

Oversee the implementation of work group plans by collecting and reviewing **quarterly progress reports**. These reports will be based on each group’s Transformation Strategy work plan and will be used to ensure accountability, measure outcomes, and inform future planning.

4. Foster Direct Engagement with BID Stakeholders

Commit to **meeting face-to-face with at least two BID business or property owners each week** to build relationships, listen to concerns, and offer support or guidance. This ongoing engagement will ensure the Executive Director remains visible, responsive, and connected to the evolving needs of the downtown district.

Proposed Expenditures and Method of Assessment

Downtown BID 2026 Budget

The proposed 2026 annual budget for the Downtown Business Improvement District (BID) is **\$124,393**. Of this amount, **\$87,640** is projected to be generated through BID assessments, based on a mill rate of **\$0.90 per \$1,000 of assessed commercial property value**. The remaining revenue will be drawn from **existing fund balances** and **\$35,000 in annual support from the City of Stevens Point**, committed through 2027.

Consistent with Wisconsin BID law, a **segregated account** has been established with the City of Stevens Point Treasurer’s Office for the exclusive use of BID funds. All expenditures are reviewed and approved by the BID Board of Directors and are aligned with the goals outlined in this operating plan.

Key expenditure categories for 2026 include:

- **Personnel:** Salary and benefits for the Executive Director and Events Coordinator
- **Contracted Services:** Including consulting, marketing, and event support
- **Public Space Enhancements:** Continued investment in placemaking and beautification
- **Grant Disbursements:** Launch of the Vacant Storefront Reinvestment Program
- **Professional Development:** Training, seminars, and strategic planning support
- **Administrative Operations:** Office supplies, software, utilities, and memberships

A full breakdown of the 2026 BID budget is provided in [Appendix F](#).

Each year, the BID Board shall approve an annual operating budget and review the special assessment levy. The Board will then submit a recommendation to the Common Council of the City of Stevens Point, which will hold a public hearing and formally adopt the annual operating plan and budget. The public hearing and approval of the 2026 plan and budget are scheduled to take place at a Special Meeting of the Common Council in **late 2025**.

Friends of Downtown 2026 Event Budget

The **Friends of Downtown**—a community-facing initiative of the BID—manages a separate event budget to support year-round programming that enhances vibrancy, drives foot traffic, and promotes local businesses.

The **2026 Friends of Downtown event budget** projects **\$39,300 in revenue** and **\$26,243 in expenses**, resulting in a net positive balance of **\$13,057** to support future programming.

Event-by-Event Net Analysis

- **Wine Walk:**
Revenue: \$17,000 | Expenses: \$7,000 → **Net: +\$10,000**
A major revenue-generating event that supports BID operations and offsets costs of community-focused events.
- **Notes at Night:**
Revenue: \$7,000 | Expenses: \$8,000 → **Net: -\$1,000**
A popular summer concert series that enhances community engagement and downtown visibility.
- **Walk Don't Run (New Event):**
Revenue: \$6,750 | Expenses: \$3,893 → **Net: +\$2,857**
New event to stimulate visiting and shopping in the downtown while having fun raising money for not only the BID but also a new BID Scholarship Endowment while also enhancing partnerships with Mid-State Police Academy and the Stevens Point PD.
- **Holiday Parade:**
Revenue: \$3,000 | Expenses: \$350 → **Net: +\$2,650**
A high-impact, low-cost event that draws large crowds and supports local pride.
- **Downtown Christmas:**
Revenue: \$2,500 | Expenses: \$2,500 → **Net: \$0**
A break-even event that contributes to seasonal placemaking and family-friendly programming.
- **Shop Small Week:**
Revenue: \$2,550 | Expenses: \$800 → **Net: +\$1,750**
Supports small business visibility and aligns with national campaigns.
- **Discover Downtown:**
Revenue: \$500 | Expenses: \$500 → **Net: \$0**
A community-building event with potential for future sponsorship growth.
- **Trick-or-Treating & Small Business Saturday:**
Revenue: \$0 | Expenses: \$1,200 → **Net: -\$1,200**
These events are intentionally community-oriented and funded by surplus from larger events.

Strategic Budget Philosophy

The Friends of Downtown budget is structured to ensure that **larger, ticketed events like Wine Walk and Holiday Parade generate surplus revenue** that can be reinvested into **free, community-oriented events** such as Trick-or-Treating, Discover Downtown, and Downtown Christmas. This model supports both economic development and community engagement.

The Friends of Downtown budget is managed in coordination with the BID Board and Events Coordinator, with the long-term goal of transitioning full funding responsibility for event staffing and programming to the Friends of Downtown by 2027. A full breakdown of the Friends of Downtown 2026 budget is included in [Appendix G](#).

Method of Assessment

The **2025 assessed valuation** of all taxable commercial property within the original Downtown BID boundaries is approximately **\$94,850,600**. The annual assessment for BID operating expenses will be levied against each

property within the District in **direct proportion to its commercial assessed value** for real property tax purposes, as recorded on the assessment roll at the time of the Common Council’s public hearing on the 2026 Operating Plan.

The **BID assessment rate** is set at **\$0.90 per \$1,000 of assessed value** to be applied to the 2025 tax roll, generating an estimated **\$85,365 in revenue in 2026** to support the BID’s operations and strategic goals.

No property owner within the BID shall be eligible to receive or be subject to any reductions or increases in their assessment as a result of changes in assessed value occurring after the date of the public hearing. The amount of an individual property’s assessment may change annually if its assessed value changes relative to other properties within the District.

A full list of properties included in the BID and their corresponding assessments is provided in [Appendix D](#).

Excluded and Exempt Properties

The BID statute requires explicit consideration of certain classes of property. In compliance with the law, the following statements are provided:

1. [Wisconsin Statutes section 66.1109\(5\)\(a\)](#): Property used exclusively for residential purposes will not be assessed. Mixed-use properties containing some residential use will be assessed by the BID consistent with applicable law.
2. **Consistent with [Wisconsin Statutes section 66.1109\(5\)\(a\)](#)**, property within the BID boundaries but exempt from general real estate taxes under Wisconsin Statutes section 70.11 may not be special assessed by the BID. In addition, consistent with Wisconsin Statutes section 66.1109(1)(b), those tax-exempt properties within the original or amended boundaries of the District which later become taxable shall automatically become included within the District and subject to assessment under any current operating plan without necessity to undertake any other act.

Promotion of Orderly Development of the City

Under [Wisconsin Statutes §66.1109\(1\)\(f\)\(4\)](#), this Operating Plan is required to specify how the creation and continuation of the Business Improvement District (BID) promotes the orderly development of the City of Stevens Point.

The Downtown BID supports orderly development by encouraging commerce, increasing business activity, and enhancing the overall economic vitality of the district. These efforts are directly aligned with the goals and strategies outlined in the [City’s Comprehensive Plan](#) and the [2018 Downtown Targeted Area Master Plan](#). Through coordinated investments in infrastructure, placemaking, marketing, and business support, the BID contributes to a vibrant, accessible, and economically resilient downtown that benefits the entire community.

City Role in District Operation

The City of Stevens Point is a key partner in the success of the Downtown BID and is committed to supporting the objectives outlined in this Operating Plan. While the BID Board maintains autonomy in preparing and managing its annual budget, the City provides essential administrative, financial, and strategic support to ensure the district’s continued growth and sustainability.

The City has made significant annual investments in the district, including maintenance, infrastructure improvements, economic development initiatives, and financial contributions. The City will continue to provide services and support through programs such as the [Façade Grant Program](#), [Revolving Loan Fund](#), and other tools that promote reinvestment and revitalization.

In accordance with Wisconsin Statutes, the City of Stevens Point will also:

1. Encourage County, State, and Federal governments to support activities of the District, including applications for grants and other non-BID revenue sources for projects, infrastructure, and economic investments.
2. Collect BID assessments and maintain a segregated account for BID funds.
3. Disburse BID funds to service providers in accordance with the approved Operating Plan and budget.
4. Obtain and review annual audits as required under §66.1109(3)(c).
5. Provide a separate monthly financial statement to the BID Board.
6. Review annual audits as required under §66.1109(3)(e).
7. Provide the BID Board, no later than September 1 of each plan year, with official City records on the assessed value of each tax parcel within the District for the purpose of calculating the BID assessment.
8. Adopt this Operating Plan in the manner required by the BID Law by Resolution (see [Appendix H](#)).
9. Appoint and confirm new BID Board members as required by BID Law.

Future Year Operating Plans

It is anticipated that the BID will continue to revise and develop this Operating Plan on an annual basis in response to evolving needs, opportunities, and priorities within the district. These updates will remain consistent with the purposes and objectives defined in this plan.

Pursuant to §66.1109(3)(b), the BID Board and the City of Stevens Point are required to annually review and, if necessary, amend the Operating Plan. While this document outlines proposed activities and financial projections based on current conditions, future updates will provide more detailed information on assessed values, budget allocations, and programmatic goals.

Approval by the Common Council of each annual plan update shall serve as conclusive evidence of compliance with this Operating Plan and the requirements of the BID statute.

Early Termination of the District

The City shall consider terminating the District if the **owners of property assessed under the Operating Plan having a valuation equal to more than 50%** of the valuation of all property assessed under the Operating Plan, using the method of valuation specified herein, or the **owners of property assessed under the Operating Plan having an assessed valuation equal to more than 50%** of the assessed valuation of all property assessed under the Operating Plan, file a petition with the City Plan Commission requesting termination of the District. *On or after the date such a petition is filed, neither the Board nor the City may enter into any new obligations by contract or otherwise until the expiration of thirty (30) days after the date a public hearing is held and unless the BID is not terminated.*

Within thirty (30) days after filing of a petition, the City Plan Commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a Class 2 notice. Before publication, a copy of the notice

with a copy of the Operating Plan and a copy of the detail map showing the boundaries of the BID shall be sent by *certified mail* to all owners of real property within the BID.

Within thirty (30) days after the date of such hearing, every owner of property assessed under the Operating Plan may send a written notice to the City Plan Commission indicating, if the owner signed a petition, that the owner retracts the owner's request to terminate the BID or, if the owner did not sign the petition, that the owner requests termination of the BID.

If, after the expiration of thirty (30) days after the date of the public hearing, by petition or subsequent notification and after subtracting any retractions, the owners of property assessed under the Operating Plan having a valuation equal to more than 50% of the valuation of all property assessed under the Operating Plan, using the method of valuation specified in the Operating Plan, or the owners of property assessed under the Operating Plan having an assessed valuation equal to more than 50% of the assessed valuation of all properties assessed under the Operating Plan have requested the termination of the District, *the City shall terminate the District on the date that the obligation with the latest completion date entered into to implement the Operating Plan expires.*

Amendment, Severability, and Expansion

This District has been created under authority of *Wisconsin Statutes section 66.1109*. Except as set forth in the next sentence, should any court find any portion of this statute invalid or unconstitutional *its decision will not invalidate or terminate the BID* and this Operating Plan shall be amended to conform to the law without need of re-establishment. *Should any court find invalid or unconstitutional the organization of the entire District Board, the budgeting process or the automatic termination provision of this or any subsequent Operating Plan, the District shall automatically terminate and this Operating Plan shall be of no further force and effect.*

Should the legislature amend the statute to narrow or broaden the definition of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this Operating Plan may be amended by a *2/3 majority of the entire BID Board and a majority of the Common Council of the City of Stevens Point* as and when they conduct their annual Operating Plan approval and without necessity to undertake any other act. *This is specifically authorized under section 66.1109(3)(b).*

Automatic Termination Unless Affirmatively Extended

The District Board shall not incur obligations extending beyond *thirty years* from the date on which the BID was created. *At the end of the twenty-ninth year of the BID's existence, the BID Board shall prepare an operating plan for the thirtieth year that contemplates termination of the District at the commencement of the thirtieth year as set forth in Wisconsin Statutes section 66.1109(3)(b), unless the owners of property assessed by the District having a valuation equal to 60% of the valuation of all property assessed by the District affirmatively vote to continue the District.*

Appendix A: [Wisconsin Statutes §66.1109](#)

66.1109 Business improvement districts.

(1) In this section:

(a) “Board” means a business improvement district board appointed under sub. (3) (a).

(b) “Business improvement district” means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) “Chief executive officer” means a mayor, city manager, village president or town chairperson.

(d) “Local legislative body” means a common council, village board of trustees or town board of supervisors.

(e) “Municipality” means a city, village or town.

(f) “Operating plan” means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subs. 1. to 4. have been complied with.

(g) “Planning commission” means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40 percent of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(2m) A municipality may annex territory to an existing business improvement district if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned the municipality for annexation.

(b) The planning commission has approved the annexation.

(c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.

(d) Within 30 days after the hearing under par. (c), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

- (b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.
- (c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:
1. If the cash balance in the segregated account described under sub. (4) equaled or exceeded \$300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.
 2. If the cash balance in the segregated account described under sub. (4) was less than \$300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.
- (cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. (c) 1. and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. (c) 2. shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of \$10 if the revised amount is not a multiple of \$10 or, if the revised amount is a multiple of \$5, such an amount shall be increased to the next higher multiple of \$10.
- (cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.
- (d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.
- (4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. (3) (c), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.
- (4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. 66.1110 if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. 66.1110 (4) (b).
- (4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:
- (a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.
 - (b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).
 - (c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.
 - (d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.
 - (e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.
- (5)

- (a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. [70.11](#) may not be specially assessed for purposes of this section.
- (b) A municipality may terminate a business improvement district at any time.
- (c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.
- (d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. [70.11](#) or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

History: [1983 a. 184](#); [1989 a. 56 s. 258](#); [1999 a. 150 s. 539](#); Stats. 1999 s. 66.1109; [2001 a. 85](#); [2017 a. 59, 70, 189](#).

Appendix B: Downtown BID Bylaws

Bylaws for the City of Stevens Point Downtown Business Improvement District

Article I - General

Section I – Name

This organization shall be known as the Downtown Business Improvement District (DBID), operating as the Board of Directors of the Downtown Business Improvement District.

Section II – Creation

The DBID was approved on December 19, 2022 by the Common Council of the City of Stevens Point and must, per Chap. 66.1109, Wis. Stats. be approved annually by that body.

Section III – Purpose, Mission, Vision and Values

The main objective of the DBID is to improve the social, economic, and physical environment of Historic Downtown Stevens Point and the surrounding business areas that are impacted by the economic vitality of the downtown. The DBID exists to unite businesses, organizations, and local government through collaboration and partnership to achieve objectives identified in the DBID Operating and Implementation Plan.

Mission: “Enhancing downtown Stevens Point by collaboratively connecting property owners, businesses, residents, and visitors with resources and experiences.”

Vision: “A thriving downtown that engages diverse audiences and celebrates local businesses to foster a vibrant district”

- **Accountable** – We are held accountable by everyone in the downtown business district through public meetings, town halls, and transparent goals and finances.
- **Thriving** – We leverage opportunities for growth and success that build and maintain a thriving, dynamic downtown.
- **Collaborative** – We create the future of downtown by encouraging partnerships, building community, and fostering collaboration.
- **Supportive** – We support downtown businesses by curating resources, sharing information, facilitating incentives, and actively engaging with our community.
- **Innovative** – We seek innovative and creative solutions to enhance our district, improve experiences, and drive progress.

Section IV – Area

The DBID will include all properties shown within the boundaries outlined in Appendix B of the DBID Operating and Implementation Plan.

Article II – Board of Directors

Section I – Board Composition and Appointment

The DBID Board of Directors shall be comprised of seven (7) voting members appointed by the Mayor of Stevens Point and confirmed by the City Council. The DBID Board of Directors will make annual Board member recommendations to the Mayor. Said members shall comprise of the following:

- Two (2) real property owners within the District that do not own or operate a business within the District (excluding real estate services).
- Two (2) real property owners within the District that also operate a business within the District.
- Two (2) business operators within the District that do not own any real property within the District
- One (1) Alderperson representing the 1st Aldermanic District
- The Director of Community Development or their designee shall serve as an ex-officio non-voting member of the Board.

Section II – Term of Office

Term appointments will be for a period of two (2) years on staggered terms each ending December 31st of the year of expiration. Term of office will begin January 1st. The Alderperson serving the DBID will serve a term of two (2) years.

Section III – Meetings

The DBID Board of Directors shall meet monthly to achieve the goals as defined in the Operating Plan.

Section IV – Quorum

A simple majority of the current total voting Board membership shall constitute a quorum. The concurrence of a majority of the voting Board members present at a meeting at which a quorum is present shall be necessary to conduct the business of the Board. “Present” shall be defined as physical or virtual attendance.

Section V – Voting

At any meeting of the Board, each voting Board member shall be entitled to one vote with a majority vote determining the issue.

Section VI – Vacancies

Vacancies on the Board of Directors shall be filled by appointment of the Mayor and confirmed by the City Council.

Section VII – Officers

Board members shall appoint a Chairperson, Vice Chairperson, Treasurer, and Secretary on a yearly basis each January. Any two of the four officers shall have the authority to execute documents on behalf of the BID Board, only for purposes authorized by the full BID Board of Directors, including the authorization for writing of checks and executing contracts.

- A. Chairperson. The Chairperson shall serve as the chief officer of the DBID and shall preside at all meetings of the Board of Directors. The Chairperson shall assign committee chairs, subject to approval of the Board of Directors. The Chairperson shall also act as the supervisor to DBID staff on behalf of the Board of Directors.
- B. Vice Chairperson. The Vice Chairperson shall serve as the chief officer of the DBID and shall preside over all meetings of the Board of Directors in any absence of the Chairperson. If the position of Chairperson becomes vacant, the Vice Chairperson shall assume position of Chairperson until the next appointment of officers.
- C. Treasurer. The Treasurer shall be responsible for overseeing and reporting the financial activities of the DBID. Activities include coordinating the annual budget with the Chairperson and committee chairs, presenting notable updates of DBID finances to the Board, and consulting the Board of Directors or DBID staff about the financial health of the DBID. Funds shall be kept in a segregated account in the municipal treasury and disbursed through the City of Stevens Point.
- D. Secretary. The Secretary will be responsible for preparing the minutes of each meeting according to the requirements of Open Meetings Law and shall provide them to the DBID Chairperson and staff no later than one (1) week after the previous DBID Board meeting.

Article III – Finances

Section I – Special Assessment

Special assessments under this Operating Plan will be levied by the City of Stevens Point against each taxable property within the District pursuant to Wis. Stats. 66.1109. These properties will be levied at a rate determined by the Board of Directors and approved by the City of Stevens Point Common Council.

Section II – Exemptions

All properties within the boundaries of the DBID shall be assessed, except for properties used exclusively for residential purposes and property exempt from paying real estate taxes or owned by government agencies.

Section III – Probationary Funding

The City of Stevens Point will provide the DBID a minimum of \$70,000.00 upon inception and a minimum of \$35,000.00 per calendar year from 2024-2027 to support the establishment and investigate the efficacy of the DBID.

Section IV – Fiscal Year

The fiscal year of the DBID shall close on December 31st of each year.

Section V – Budget & Report

Each August, the DBID Officers shall formulate a budget in line with the coming year's goals and objectives. The DBID Treasurer shall present a proposed budget at the September meeting, which will, in turn, be presented along with the previous year's report to the City of Stevens Point Finance Committee and Common Council.

Section VI – Accounting

Until the DBID budget exceeds the amount necessary for annual audit (\$300,000), the DBID shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.

Article IV – General Provisions

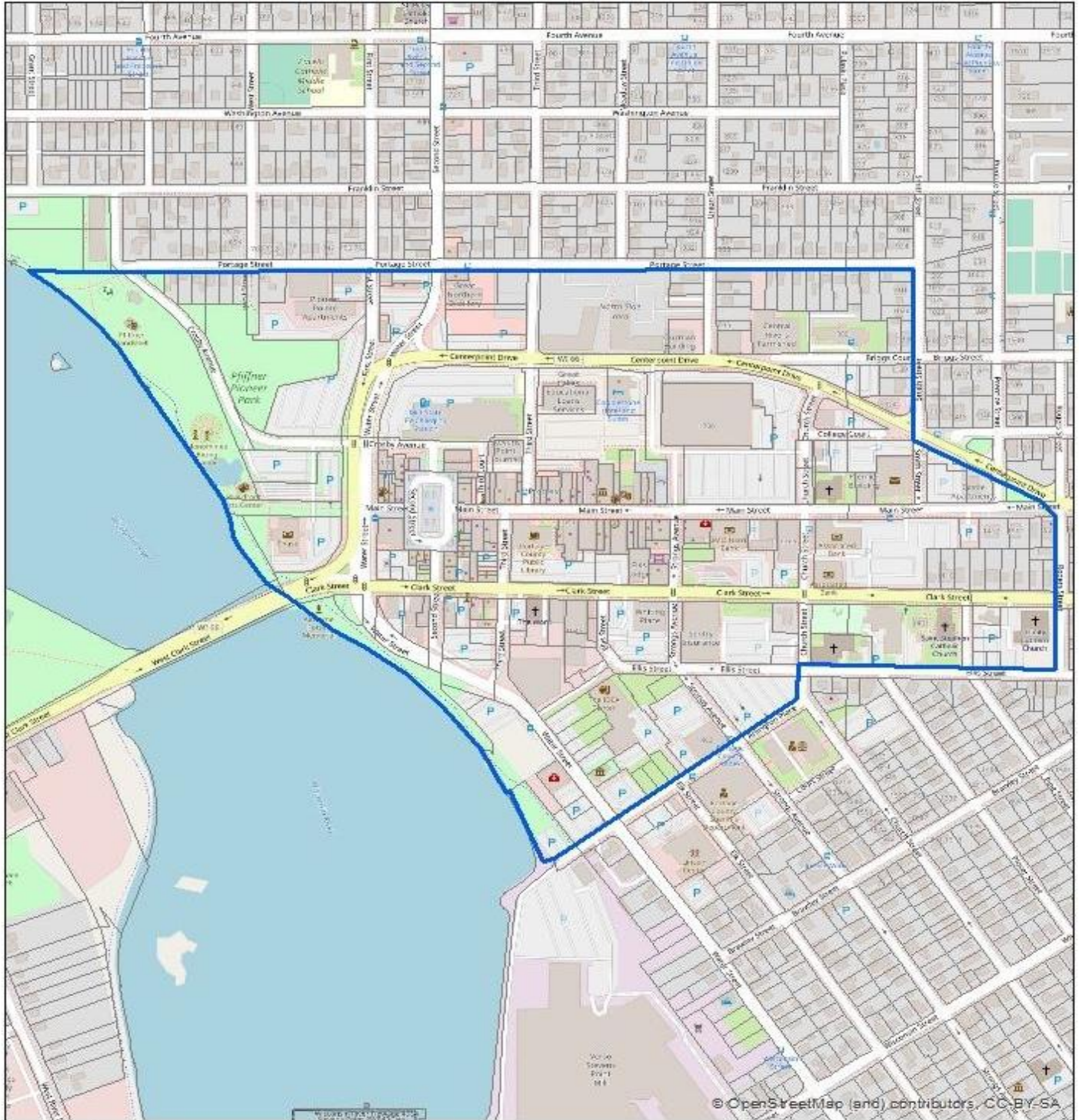
Section I – Parliamentary Authority

The current edition of Democratic Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not consistent with the Bylaws of the DBID.

Section II – Amendments


These bylaws may be amended or altered by a two-thirds vote of the Board of Directors.

Appendix C: 2026 Downtown Business Improvement District Map



Maps are for graphical purposes only. They do not represent a legal survey. While every effort has been made to ensure that these data are accurate and reliable within the limits of the current state of the art, City of Stevens Point cannot assume liability for any damages caused by any errors or omissions in the data, nor as a result of the failure of the data to function on a particular system. City of Stevens Point makes no warranty, expressed or implied, nor does the fact of distribution constitute such a warranty.

Legend

 Downtown BID Boundary



Appendix D: List of Properties in Downtown BID and Subject to BID Assessment

LIST OF PROPERTIES IN DOWNTOWN BID SUBJECT TO BID ASSESSMENT (2025 TAX ROLL BID ASSMT = \$.90/1,000 ASSESSED VALUE)							
#	Tax Key Number	Owner Name	Property Address	Legal Description	Legal Acres	2025 Total Assessed Value	Net Tax (Estimate)
1	281240832200306	NORTH SIDE YARD CONDO 1 LLC	1060 CENTERPOINT DR	UNIT 1 NORTH SIDE YARD CONDO & UNDIV 37% INT COM ELMTS;SUBJ DECL 868961,891901; SUBJ REST-573677 1.370A 870295;891899AOC	1.37	\$10,858,000	\$9,772.20
2	281240832200307	NORTH SIDE YARD CONDO 2 LLC	1020 CENTERPOINT DR	UNIT 2 NORTH SIDE YARD CONDO & UNDIV 37%INT COM ELMTS; SUBJ DECL 868961,891901 SUBJ REST-573677 1.359A 870294;891900AOC	1.359	\$9,132,000	\$8,218.80
3	281240832200308	NORTH SIDE YARD CONDO 3 LLC	1017 THIRD ST	UNIT 3 NORTH SIDE YARD CONDO & UNDIV 25% INT COM ELMTS;SUBJ DECL 868961, 891901;SUBJ REST-573677 .919A 891902	0.919	\$6,495,000	\$5,845.50
4	281240832202054	GENCAP STEVENS POINT 88 LLC	1443 WATER ST	Lot 1, CSM 11298-52-128 BNG PRT OUTLOTS 7 & 8 STRONG ELLIS & OTHERS; SUBJ ESMTS 278051 & 856223AMD;SUBJ TO REST-864118 1.116A 856222;856317	1.116	\$6,459,000	\$5,813.10
5	281240832202970	HOTELS OF AMERICA LLC	1117 CENTERPOINT DR	LOT 1 CSM#10818-49 -98 BNG PRT NENW & PRT VALENTINE BROWNS ADD S32 T24 R8 .62A 776836RC 820768	0.62	\$6,321,100	\$5,688.99
6	281240832100628	FIRST FINANCIAL	1305 MAIN ST	LOT 1 CSM#9559-41- 39 BNG PRT NENW,NWNE & SWNE S32 T24 R8 288/406 320/152 356/632 401/173 474/148 476/774 592/555	3.167	\$5,493,100	\$4,943.79
7	281240832202406	SENTRY INSURANCE	1421 STRONGS AVE	LOTS 3,4,5,6,7,8,9 10,11,12,13,14 & N 57' LOTS 15 & 16 BLK 28 STRONG ELLIS & OTHERS ADD S32 T24 R8 143/524	2.42	\$4,471,900	\$4,024.71
8	281240832202718	EXECUTIVE PLACE AT POINT LLC	1265 MAIN ST	L1 CSM40/41 BNG PRT L2 & ALL LTS 1,17&18 BK 29 STRONG ELLIS & OTHERS BNG PRT NENW GL2; SUBJ ESMT 470/479;SUBJ RC 609608;687389-90;688657; 685954;708512	0.607	\$3,994,900	\$3,595.41
9	281240832202504	H13 LLC	1408 STRONGS AVE	LOT 1 CSM#011744 DOC-895900 BNG PRT OL5 STRONG ELLIS & OTHERS ADD & GL2 S32 T24 R8 .975A 911478	0.975	\$2,917,200	\$2,625.48
10	281240832201218	BANK ONE WI	601 MAIN ST	LOT 1 CSM#8136-31- 116 BNG PRT GL 1 S32 T24 R8 480/366 480/687-AGRMT 480/709-ESMT 480/686 480/780 481/638 507/1178 678146	1.556	\$2,312,000	\$2,080.80
11	281240832202704	DB STEVENS POINT LLC	1245 MAIN ST	WLY 5' LOT 4 LOTS 5&6 ELY 39.4' LOT 7 EX W4' FOR ALLEY-S100' LOTS 10&11& W20' LOT 12;E30'LOT12 LOTS 13,14,15,16 BLK29 STRONG ELLIS & OTHERS ADD EX 327/96 1.573A 858175;859295	1.573	\$2,270,300	\$2,043.27
12	281-24-0832200424	Gnd Properties Qozb LLC (MFG)	1011 Second St	LOT 1 CSM#011596 DOC-883286 BNG PRT BLK 16 STRONGS, ELLIS & OTHERS IN GL1 & NENW S32 T24 R8 .537A 888658(MFG)	0.537	\$1,353,200	\$1,217.88
13	281240832202611	DBGREEN LLC	1055 MAIN ST	PT NENW S32 T24 R8 COM 422' E NE/C L3 BLK 5 ORIG PLAT TH 68.5' S TO 1/8 LN;E 68.5'N-POB&PT DES 226/ 196 509/1185-ESMT 808644;809787RES;812609AGMT	0.195	\$1,212,900	\$1,091.61
14	281240832202817	WISCONSIN POSTAL HOLDINGS LLC	1320 MAIN ST	LOTS 8,9,10 AND APPROX S 1/2 LOTS 1, 2, 3 ALL IN BLK 2 SMITH BRIGGS & PHILLIPS ADD (ALL OF POST OFFICE BLDG) S32 T24 R8 .68A M/L 712433MURAL AGMT 758428	0.682	\$1,143,600	\$1,029.24
15	281240832201528	SCHERTZ PROPERTIES LLC	956 MAIN ST	LOT 1 CSM#8248-32- 78 & E 43 5/8' LOT 1 & LOT 2 BLK 28 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 587481 635643 663498	0.233	\$946,400	\$851.76

16	281240832201701	RCE LLC	823 MAIN ST	LOTS 1 & 2 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 558642 564197 564873- REST	0.303	\$919,000	\$827.10
17	281240832202975	THE OPERA HOUSE LLC	1124 MAIN ST	LOT 1 CSM#011409 DOC-866837 AND E24' LOT 7 ALL BLK 29 VALENTINE BROWN ADD; ESMTS 386661 & 315928 & SUBJ TO ESMT- 788999 .360A (867366) 836698;887886	0.36	\$839,400	\$755.46
18	281240832202703	FABORRS PROPERTIES INC	1257 MAIN ST	W 12' LOT 2 & ALL LOTS 3 & 4 EX PRT SOLD OFF W SIDE LOT 4 DES 228/339 BLK 29 STRONG ELLIS & OTHERS ADD ESMT- 452/172 S32 T24 R8 389/711 791922LSE:424/1024	0.304	\$828,900	\$746.01
19	281240832202653	SENTRY INSURANCE	1105 MAIN ST	PT NENW S32 T24 R8 BEG SL MAIN 226.08' W WL STRONGS;E63.70';S120.71';W 2.45';S19.29';W61.25N140' TO POB & OL1 CSM#3992-14-48;868882AGMT 834309	0.204	\$708,000	\$637.20
20	281240832202652	JAMES E LAABS	1035 MAIN ST	LOTS 1&2 CSM#5130- 18-155 & A,B & C BNG PRT LOTS 1&2 CSM#3584-12-242 BNG PRT NENW S32 T24 R8& ESMT 577/455 & AGMT- 816305 577/455;815945RES;816607AOC	0.294	\$627,900	\$565.11
21	281240832201529	TROY HOJNACKI	912 MAIN ST	LOT 7 BLK 4 STRONG ELLIS & OTHERS ADD BNG PRT NWNW S32 T24 R8 666401;789326AGMT	0.094	\$618,900	\$557.01
22	281240832202938	1052 MAIN STREET	1052 MAIN ST	LOT 1 CSM#8880-36- 110 BNG PRT LOTS 4 & 19 BLK 29 VALENT BROWN ADD BNG PRT NENW;ESMT W 8'DES-395/885&6 & VAC MAIN ST AGMT RIGHTS S32 T24 R8 788325	0.218	\$543,400	\$489.06
23	281240832202921	SCHULTZ DOWNTOWN LLC	1016 MAIN ST	LOT 2 BLK 29 VALENTINE BROWN ADD EX N 18.81' OF W 43.63' THEREOF; SUBJ TO AGRMT IN 655400 S32 T24 R8 903959	0.132	\$521,600	\$469.44
24	281240832202939	MBM PROPERTIES LLC	1100 MAIN ST	LOT 5.1 CSM#3886- 13-244 BNG PRT BLK 29 VALENTINE BROWN ADD S32 T24 R8 ESMT AGRMT-493/539 872762	0.23	\$512,900	\$461.61
25	281240832200207	NORTH SIDE YARD LLC	1100 CENTERPOINT DR	LOTS 11 & 12 & E 132' LOT 13 BLK 34 VALENTINE BROWN ADD ACCESS RIGHTS- 438/480 S32 T24 R8 886787	0.439	\$500,800	\$450.72
26	281240832202706	COMPASS RENTALS LLC	1305 STRONGS AVE	LOT 1 CSM 6940-25- 163 BNG PRT LOTS 7 8 & 9 BLK 29 STRONG ELLIS & OTHERS ADD & ESMT-428/167 794775	0.222	\$491,000	\$441.90
27	281240832201803	POINT HOMES LLC	927 MAIN ST	E 46' LOT 3 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 671304-CERT 778653RES;826599RES;832369	0.139	\$472,900	\$425.61
28	281240832200601	OAK TREE INVESTMENTS LLC	1004 FIRST ST	LOT 1 CSM#4040-14- 96 BNG PRT BLK 18 STRONG ELLIS & OTHERS ADD & PRT GL 1 S32 T24 R8 835966	0.358	\$462,500	\$416.25
29	281240832202601	AMETHYST MAIN LLC	1141 MAIN ST	LOT 1 CSM#3391-12- 49 BNG PRT NE NW S32 T24 R8 849853	0.13	\$453,500	\$408.15
30	281240832201110	BANK ONE WI	0 WATER ST	LOT 2 CSM#3583-12- 241 BNG PRT BLKS 1,2,7 & 8 STRONG ELLIS&OTHERS ADD BNG PRT GOVT LOT 1 S32 T24 R8 AGRMT ESMT- 480/687 VAC CROSBY- 480/708;481/637	0.84	\$422,900	\$380.61
31	281240832201531	JAMES E LAABS	1205 SECOND ST	N56' OF S92' LOTS 1&2, AND W3' OF N56' OF S92' LOT 3 ALL IN BLK 4 STRONG ELLIS & OTHERS .133A 353/314;666768	0.132	\$413,000	\$371.70
32	281240832202931	GUU INC	1140 MAIN ST	W 1/2 LOT 8 BLK 29 VALENTINE BROWN ADD S32 T24 R8 674/745 805916AGMT;808563AGMT	0.076	\$409,300	\$368.37
33	281240832200137	ELODIN HOLDINGS LLC	1220 BRIGGS CT	LOT 1 CSM#10171-45 -51 BNG PRT LOTS 3,4,8,9 & ALL LOTS 18,19,20&21 BLK 35 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 762543	1.045	\$399,600	\$359.64
34	281240832201902	STEVENS POINT RENTALS LLC	925 CLARK ST	W 48' OF N 90' LOT 3 BLK 11 STRONG ELLIS & OTHERS ADD S32 T24 R8 788780;795419AGMT;802389AGM	0.099	\$395,100	\$355.59
35	281240832201413	TERENCE J LANDOWSKI	833 CLARK ST	LOT 1 CSM#6767-24- 290 BNG PRT LOTS 3, 4, 5 & 6 BLK 10 STRONG ELLIS & OTHERS ADD S32 T24 R8 705/1143-CERT 703141	0.34	\$389,800	\$350.82

36	281240832200116	13 INVESTMENTS LLC	1043 UNION ST	LOTS 1 & 2 BLK 35 VALENTINE BROWN ADD S32 T24 R8 796618;800400AGMT;811122AGM	0.285	\$388,000	\$349.20
37	281240832202632	ROSALIND R KEALIHAR	1140 CLARK ST	PT OUTLOT 5 COM NW/C CLARK & STRONGS TH W 75.6';TH N 90';TH E 75.6'; TH S 90' TO POB STRONG ELLIS & OTHERS ADD S32 T24 R8 845127	0.156	\$384,900	\$346.41
38	281240832201609	SCHULTZ DOWNTOWN LLC	1220 SECOND ST	PARCEL 4 CSM#9858- 43-38 BNG PRT LOTS 2 & 7 BLK 3 STRONG ELLIS & OTHERS ADD;SUBJ TO SIDEWALK ESMT DES 676561 S32 T24 R8 903959	0.094	\$379,800	\$341.82
39	281240832202922	WELLING PROPERTIES LLC	1028 MAIN ST	W 40' LOT 3 & S 3' OF W 36' LOT 20 BLK 29 VALENTINE BROWN ADD (CLERK OF COURTS FILE 84CV-397);SUBJ TO AGRMT IN 655400 S32 T24 R8 807563RES;820285;858975	0.124	\$377,400	\$339.66
40	281240832201927	ADELINE & ELOISE LLC	1410 THIRD ST	S 34' LOTS 3 & 4 BLK 11 STRONG ELLIS & OTHERS S32 T24 R8 843772	0.078	\$376,800	\$339.12
41	281240832203137	PENGUIN PROPERTIES LLC	1324 CENTERPOINT DR	LOT 1 CSM#2831-10- 89 BNG PRT BLK 3 SMITH BRIGGS & PHILLIPS ADD S32 T24 R8 816940;817142	0.226	\$365,300	\$328.77
42	281240832201826	JJJWD LLC	937 MAIN ST	N90' LOT 4 BLK 5 STRONG ELLIS & OTH ORIG PLAT & PRT NENW S32 T24 R8 COM NE/C LOT 4 BLK 5 TH S99'; TH E25' TO 3RD ST; TH N99'; W 25' TO POB .109A 877252;884778	0.109	\$360,600	\$324.54
43	281240832202803	JEREMY D ZIMMERMAN	1209 CHURCH ST	COM 67' W NW/C LOT 5 BLK 2 SMITH BRIGGS & PHILLIPS W58';S132';E58';N 132' TO BEG BNG PRT NE NW S32 T24 R8 877734	0.176	\$354,300	\$318.87
44	281240832201825	SCO LILY LLC	1343 SECOND ST	LOT 1 CSM#7739-29- 19 BNG PRT LOT 8 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 404/776 554/1074 807950	0.07	\$353,500	\$318.15
45	281240832201603	GREAT SETTER PROPERTIES LLC	1201 WATER ST	LOT 1 & W 7 1/2' OF S 86' LOT 2 & W 42 1/2' OF N 46' LOT 2 BLK 3 EX PRT SOLD-221/210 STRONG ELLIS & OTHERS ADD S32 T24 R8 800209;818651RES	0.101	\$351,400	\$316.26
46	281240832202923	IBEX 1040 MAIN STREET LLC	1040 MAIN ST	Lot 1, CSM# 011542 DOC-879035 BNG PRT LOTS 3 & 4 BLK 29 VALENTINE BROWN ADD .061A 884140	0.061	\$347,600	\$312.84
47	281240832202301	SENTRY INSURANCE	0 STRONGS AVE	ALL BLK 27 STRONG ELLIS & OTHERS S32T24R8 184/340 186/62 191/406 237/205 238/210 326/579 337/536	1.323	\$339,100	\$305.19
48	281240832201522	ELODIN HOLDINGS LLC	1200 THIRD ST	LOTS 3 & 4 BLK 28 VALENTINE BROWN ADD 818399	0.341	\$338,800	\$304.92
49	281240832202919	SCHULTZ DOWNTOWN LLC	1000 MAIN ST	W1/2 OF SOUTH 113' OF LOT 1 BLOCK 29 VALENTINE BROWN ADD; W LINE BNG CTRLN OF WALL. SUBJ AGRMT 80/478 903959	0.06	\$336,200	\$302.58
50	281240832100601	BRODY L RICE	1525 MAIN ST	LOT 1 CSM#6158-22- 231 BNG PRT NWNE S32 T24 R8 SUBJ TO NON-EXCLUSIVE ESMT & INCLUD ESMT DES 665/1 838864	0.146	\$333,900	\$300.51
51	281240832201901	CHP OF STEVENS PT LLC	945 CLARK ST	E 2' OF N 90' LOT3 & N 90' LOT 4 BLK 11 STRONG ELLIS & OTHER ORIG PLAT S32 T24 R8 803398	0.107	\$332,600	\$299.34
52	281240832202646	TLB PROPERTIES LLC	1320 STRONGS AVE	LOT 3 & OL 2.1 CSM#3218-11-176 BNG PRT NENW S32 T24 R8 & PRT OL5 STRONGS ELLIS & OTHERS DES AS: COM NE CRNR OL 5 STRONGS ELLIS & OTHERS; S24'; W75'; N24'; TH E ALG S/L CSM 11/176 75' TO POB & ESMTS 380757 & 439472; SUBJ ESMT-903859 .122A 726239;515567;645180	0.122	\$330,600	\$297.54
53	281240832202920	SCHULTZ DOWNTOWN LLC	1008 MAIN ST	EAST 23' OF S113' LOT 1 BLOCK 29 VALENTINE BROWN ADD; E LINE BNG CTRLN OF WALL;SUBJ AGRMT-80/478 903959	0.06	\$328,900	\$296.01
54	281240832100604	SCHULFER INVESTMENTS LLC	1417 MAIN ST	E 25' LOT 1 BLK 1 SMITH BRIGGS & PHILLIPS ADD & PRT NW NE S32 T24 R8 BNG A PRCL 87' x 126' AS DES 568323 S32 T24 R8 767874;893862;893864	0.321	\$327,400	\$294.66
55	281240832200505	YME CAFE LLC	1009 FIRST ST	LOT 1 CSM#2328-8- 186 BNG PRT LOTS 41, 42, 43 & 44 BLK 17 STRONG ELLIS & OTHERS	0.326	\$324,700	\$292.23

				ADD 596264 596532 609773 609770 728412 728414			
56	281240832201508	TR RANCH PROPERTIES LLC	1213 SECOND ST	S36' LOTS 1 & 2 W3' OF S 36' LOT 3 BLK 4 STRONG ELLIS & OTHERS ORIG PLAT BNG PRT NWNW S32T24R8 435/139 577/1145 715388 813717 874253LC	0.085	\$321,300	\$289.17
57	281240832203139	PENGUIN PROPERTIES LLC	1300 COLLEGE CT	LOT 1 CSM#3344-12- 2 BNG PRT LOT 6 BLK 3 SMITH BRIGGS & PHILLIPS BNG PRT NE NW S32 T24 R8 856612;857250	0.348	\$314,800	\$283.32
58	281240832201618	POINT HOMES LLC	832 MAIN ST	LOT 1 CSM#3403-12- 61 BNG PRT LOT 3 BLK 3 STRONG ELLIS & OTHERS ADD S32 T24 R8 857136	0.049	\$312,200	\$280.98
59	281240832202610	SCHWEDER REAL ESTATE HOLDINGS LLC	1059 MAIN ST	PT NENW S32 COM275 FT W COR MAIN&STRONGS E52' S 1/8 LN;W52' N-POB EX E26' SOLD TO ANDRAE ALSO INC 6 INCHES DES 510/75 510/424 ESMT;899847	0.076	\$310,600	\$279.54
60	281240832202609	PATRICK D BARLOW	1101 MAIN ST	LOT 1 CSM 3992-14- 48 BNG PRT OL 5 STRONG ELLIS & OTHERS ADD & GL2 S32 T24 R8 BNG CSM#3887-13- 245 580409 583021 602911 821995UTIL	0.1	\$305,900	\$275.31
61	281240832200111	1001 UNION LLC	1001 UNION ST	LOT 1 & 2 CSM#6749 -24-272 BNG LOT 7 & PRT LOT 8 BLK 35 VALENTINE BROWN ADD S32 T24 R8 579943	0.355	\$284,500	\$256.05
62	281240832201412	SCHERTZ FAHRNER LLC	817 CLARK ST	THAT PRT LOTS 1, 2 & 7 BLK 10 STRONG ELLIS & OTHERS ADD LYG NELY OF HWY ROW S32 T24 R8 73771	0.257	\$281,900	\$253.71
63	281240832101503	1501 CLARK ST LLC	1501 CLARK ST	N 75' LOTS 9 & 10 ELLIS ADD S32 T24 R8 813598	0.179	\$281,100	\$252.99
64	281240832201815	PETER J SPENCER	920 CLARK ST	LOT 1 CSM#10353-46-83 BNG PRT L7 BLK 5 STRONG ELLIS & OTHERS ADD .12A 784286;843745TOD	0.117	\$276,900	\$249.21
65	281240832201607	SCHULTZ DOWNTOWN LLC	824 MAIN ST	PARCEL 2 CSM#9858- 43-38 BNG PRT LOT 7 BLK 3 STRONG ELLIS & OTHERS ADD BNG PRT NWNW S32 T24 R8 903959	0.055	\$266,600	\$239.94
66	281240832202932	DAVID L LADICK SURVIVORS TRUST	1216 STRONGS AVE	LOT 1 CSM#3524-12- 182 BNG PT BLK 29 VALENTINE BROWN ADD & PRT MAIN ST VAC IN 483/649 S32 T24 R8 872269	0.088	\$262,500	\$236.25
67	281240832201810	TS PAL PROPERTIES LLC	1331 SECOND ST	COM NW/C L8 BLK 5 STRONG, ELLIS & OTHERS PLAT TH S 65'; TH E50' TH N65';TH W50'-POB INC INT PARTY WALL EX 1/2 INT PRCL 8' SQ IN NE/C;SUBJ AGRMT DES 687472 914532	0.075	\$262,400	\$236.16
68	281240832202928	COSMO49 LLC	1108 MAIN ST	E 25' OF W 35' OF LOT 6 BLK 29 VALENTINE BROWN ADD & ESMT DES-788999 BNG PRT NE NW S32 T24 R8 201/586; 211/30;466/1160-1 ESMT; 575147;679814;685641 807089	0.075	\$253,200	\$227.88
69	281240832201904	MLH PROPERTIES LLC	901 CLARK ST	LOT 1 BLOCK 11 STRONG ELLIS & OTHERS ADD SUBJ ESMT S 9' DES 341/93 S32 T24 R8 592240 698393	0.142	\$246,600	\$221.94
70	281240832202001	PETER C KUBISIAK	1059 CLARK ST	E 29' OF N 75' OF OL 6 ALSO A STRIP COM NE/C OL 6 E 2.6';S 75' MOL W 3.46';N 75' TO POB STRONG ELLIS & OTHERS ADD 405/921 518/828 753/94 541337 718369 899577LC;903848	0.055	\$236,800	\$213.12
71	281240832201606	SCHULTZ DOWNTOWN LLC	812 MAIN ST	PARCEL 1 CSM#9858- 43-38 BNG PRT LOTS 7 & 8 BLK 3 STRONG ELLIS & OTHERS ADD BNG PRT NWNW;ALSO 1/2 INT IN ROW OVR N12' L8 & PT L7 BLK3-240/406 (845601);903959;904249AOC	0.051	\$226,800	\$204.12
72	281240832202638	SCHULTZ DOWNTOWN LLC	1129 MAIN ST	LOT 4 CSM#3227-11- 185 BNG PRT LOT 1 CSM#3207- 11-165 BNG PRT NE NW S32 T24 R8 878651;903949;903950	0.076	\$223,900	\$201.51
73	281240832201823	POINT HOMES LLC	1312 THIRD ST	PRT LOT 4 BLK 5 STRONG ELLIS & OTHERS ADD COM AT SE/C LOT 3 BLK 5 SD ADD TH N42';TH E 26';TH S9';TH S9';TH E 25' TH S ALG 3RD ST 33' TH W TO POB 671304-CERT 832369	0.054	\$220,100	\$198.09

74	281240832201509	1616 MAIN ST LLC	1221 SECOND ST	N25' LOT 7 & N26' OF W 1/2 LOT 6 BLK 4 STRONG ELLIS & OTHERS ;SUBJ ESMT OVR E10'-454/465 S32T24R08 664661CERT;800970 832190RES	0.043	\$212,000	\$190.80
75	281240832201806	MICHAEL W MUNAGIAN	1313 SECOND ST	PRT LT2 & LT3 BLK5 STRONG,ELLIS & OTHR ADD DES-COM 60' S OF NW/C LOT 2 TH S 26'; THE E 54' M/L;TH N 26' TH W 54' TO POB 545/297CERT;776352 795421AGMT;801491AGMT	0.032	\$210,900	\$189.81
76	281240832201605	K 5 LTD	804 MAIN ST	PRT LOT 8 BLK 3 FRONT20.8' ON MAIN ST & 120' DEEP DES 186/46 ALSO USE OF ROW OVER N 12' OF SD LOT 8 STRONG ELLIS & OTHERS ADD 668150 684829-CERT	0.057	\$208,700	\$187.83
77	281240832200507	1101 FIRST STREET LLC	1101 FIRST ST	LOT 1 CSM#011672 DOC-890392 BNG PRT LOT 52 BLK 15 STRONGS ELLIS & OTHERS GOV LOT 1 S32 T24 R08 .096A 914335	0.096	\$205,200	\$184.68
78	281240832202924	LEON AYERS	1044 MAIN ST	E 25' OF W 35' LOT 4 BLK 29 VALENTINE BROWN ADD EX 99.46' X 1.21' AV OFF SE/C 370/424; 592123; 748152;894954TOD	0.076	\$204,700	\$184.23
79	281240832201805	DBGREEN LLC	921 MAIN ST	W 27' OF N 60' LOT 2 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 799686 W/STIP	0.037	\$198,700	\$178.83
80	281240832201816	PETER J SPENCER	924 CLARK ST	LOT 2 CSM#10353-46-83 BNG PRT LOT 6 BLK 5 STRONG ELLIS & OTHERS ADD .07A 784286;843745TOD	0.072	\$197,500	\$177.75
81	281240832200404	KIM L KRAYECKI	1001 SECOND ST	N 40' LOTS 45 & 46 EX E 10' BLK 16 STRONG ELLIS & OTHERS ADD S32 T24 R8 684/670	0.083	\$194,200	\$174.78
82	281240832200910	WI PUBLIC SERVICE	1111 CROSBY AVE	LOTS 60,61,62 BLK 19&BLK14 STRONG ELLIS&OTHER & PRT GL1 S32 T24 R8 ALSO VAC RIVER ST OWNED BY WI PUBLIC SERVICE EX PT SOLD 110/137 112/227 121/404 153/169-184;117/72	3.01	\$194,200	\$174.78
83	281240832202637	AMETHYST MAIN LLC	1137 MAIN ST	LOT 2 CSM#3218-11- 176 BNG PRT NENW S32 T24 R8 ESMT-457/524 854062	0.05	\$194,100	\$174.69
84	281240832202042	ELITE TEAM WISCONSIN ESTATES LLC	1007 ELLIS ST	S 91' OF E 29' OF N166' OF OL 6 STRONG ELLIS & OTHERS ADD ALSO VAC ELLIS ST DES 185/488 1/2 906096	0.067	\$192,300	\$173.07
85	281240832201804	SUSAN M SIMKOWSKI	921 MAIN ST	E23' OF N60'LOT 2& W4'OF N60'LOT3 BLK 5 STRONG ELLIS&OTHERS EX JT USE OF STAIRWAY W SDE BLDG-115/407 197/477 201/432 1/2 544/285 773466	0.037	\$192,100	\$172.89
86	281240832201401	JODI A KOBACK	841 CLARK ST	E25' LOT 4 & W25' OF THE S 56' LOT 4 BLK 10 EX N 8' FOR ST STRONG ELLIS & OTHERS ADD S32 T24 R8 590164	0.103	\$187,800	\$169.02
87	281240832202801	WISCONSIN POSTAL HOLDINGS LLC	0 COLLEGE CT	LOTS 1, 2, 3, 4, 5 BLK 2 SMITH BRIGGS&PHILLIPS ADD ;EX APPROX S1/2 LOTS 1, 2, 3 SD BLOCK 2 S32 T24 R8 .53A M/L 758428	0.53	\$186,900	\$168.21
88	281240832201510	BARS NONE INC	1225 SECOND ST	PRT LOT 7 BLK 4 STRONG ELLIS&OTHERS DES:COM 82' N SW/C LOT 7;TH E 25'; TH N 6 INCHES;TH E 25';TH N 24 1/2'; TH W50';TH S 25' TO POB S32T24R8 776490 781057RES;795420AGMT	0.029	\$185,600	\$167.04
89	281240832202606	BONITA A BROWN	1121 MAIN ST	PT NENW S32 T24 R8 COM 142 1/4' W WL STRONGS AVE ON SL MAIN ST;TH S THRU CTR/L PARTY WALL 122';W20'; N122';E20'TO POB;JT ESMT DES 510/1178 488/351;413422	0.056	\$185,300	\$166.77
90	281240832100511	FIRST FINANCIAL	0 MAIN ST	S 32' W 1/2 LOT 4 S 32' LOT 5 LOTS 6,7 & 8 BLK 7 SMITH BRIGGS & PHILLIPS CSM12/64BNG PRT NW NE S32 T24 R8 468/685 476/780	0.51	\$183,700	\$165.33
91	281240832202633	LARRY RAIKOWSKI	1332 STRONGS AVE	PT OL 5 COM COR CLARK & STRONGS N 90'TO POB TH N 36';W 75';S 36';E 75' TO POB STRONG ELLIS&OTHERS ADD & ESMT- 903859 S32 T24 R8 755423	0.062	\$174,000	\$156.60
92	281240832201608	SCHULTZ DOWNTOWN LLC	1232 SECOND ST	PARCEL 3 CSM#9858- 43-38 BNG PRT LOTS 7 & 8 BLK 3 STRONG ELLIS & OTHERS ADD BNG PRT NWNW;ALSO 1/2 INT IN ROW DES 240/406 S32 T24 R8 (845601);903959;904249AOC	0.036	\$168,800	\$151.92

93	281240832201817	JOHN J MALLICK	1346 THIRD ST	PRT LOTS 5 & 6 BLK 5 STRONG ELLIS&OTHERS COM SE/C LOT 5 SD BLK TH W 75';TH N 25';TH E 75'; TH S 25' TO POB S32 T24 R8 720533	0.043	\$165,300	\$148.77
94	281240832202639	BONITA ANN BROWN	1125 MAIN ST	LOT 1.1 CSM#3227- 11-185 BNG PT L1 CSM#3218- 11-176 BNG PRT NE NW S32 T24 R8 574/528 759033 814187	0.057	\$150,400	\$135.36
95	281240832200206	RON HANSON LLC	1008 UNION ST	LOT 8 CSM#3157-11- 115 BNG LOT 8 BLK 34 VALENTINE BROWN ADD S32 T24 R8 303/563 516/254 792225;792735AOC	0.152	\$145,600	\$131.04
96	281240832201818	B & C LLC	1338 THIRD ST	BEG 25' N SE/C LOT 5 BLK 5 TH W 75';N 17.8'; E 75';S 17.8' TO BEG PRT LOTS 5&6 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 892033	0.031	\$145,300	\$130.77
97	281240832201713	SCHERTZ PROPERTIES LLC	835 MAIN ST	LOT 1 CSM#5101-18- 126 BNG PRT LOT 5 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 645108	0.028	\$143,800	\$129.42
98	281240832201809	STEEVO'S OF STEVENS POINT INC	1327 SECOND ST	N 24' LOT 7 EX E 18 IN THEREOF & UND 1/2 INT IN 8' SQ IN NE/C LOT 8 ALL IN BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 550657 735363-4;792530LC	0.029	\$137,200	\$123.48
99	281240832201516	ROBERT L BUTT	944 MAIN ST	W 12 3/8' LOT 1 BLK 28 VALENTINE BROWN ADD & E 9 5/8' LOT 5 BLK 4 STRONG ELLIS & OTHERS ADD S32 T24 R8 552927	0.067	\$135,000	\$121.50
100	281240832201714	MIDAS VENTURES LLC	1324 SECOND ST	LOT 1 CSM#5168- 18-193 & 193A OUTLOT 1 CSM#5101- 18-126 & 126A&B BNG PRT LOT 5 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 895752	0.018	\$121,600	\$109.44
101	281240832201715	K 5 LTD	1338 SECOND ST	LOT 2 CSM#5101-18- 126 & LOT 2 CSM#5154- 18-179 BNG PRT LOT 5 BLK 6 STRONG ELLIS & OTHERS ADD BNG PRT SW NE S32 T24 R8 678555	0.054	\$120,700	\$108.63
102	281240832202816	SCHULTZ DOWNTOWN LLC	1308 MAIN ST	E 20' LOT 6 & ALL LOT 7 BLK 2 SMITH BRIGGS & PHILLIPS ADD S32 T24 R8 887051	0.212	\$116,400	\$104.76
103	281240832201709	SEAN J STROIK	831 MAIN ST	PRT LOT 6 BLK 6 BNG 29' E & W BY 61' N & S IN NE COR SD LOT STRONG ELLIS & OTHERS ADD S32 T24 R8 660252 662002	0.041	\$113,400	\$102.06
104	281240832201526	AMETHYST MAIN LLC	968 MAIN ST	LOT 2 CSM#8248-32- 78 A&B BNG PRT LOT 2 BLK 28 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 903537	0.041	\$110,300	\$99.27
105	281240832201808	SAM & MEGHENS ELBOW ROOM LLC	1321 SECOND ST	S 20' LOT 2 & S 16' OF W 4' LOT 3 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 807/264;911171LC	0.025	\$101,700	\$91.53
106	281240832201702	RCE LLC	800 CLARK ST	LOT 8 CSM#2689-9- 247 AKA LOT 8 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 564871 564872-REST	0.143	\$92,800	\$83.52
107	281240832201807	MICHAEL P LAZARE ET AL	1317 SECOND ST	BEG 86' S OF NW/C LOT 2 BLK 5;TH S 26';TH E ABOUT 54';TH N 26';TH W ABOUT 54' TO BEG STRONG ELLIS & OTHERS ADD S32T24R8 458/845 726919	0.032	\$83,500	\$75.15
108	281240832202505	H13 LLC	0 STRONGS AVE	LOT 2 CSM#011744 DOC-895900 BNG PRT OL5 STRONG ELLIS & OTHERS ADD & GL2 S32 T24 R8 .310A 911478	0.31	\$79,900	\$71.91
109	281240832201515	ROBERT L BUTT	944 MAIN ST	W 15 3/8' LOT 5 BLK 4 STRONG ELLIS & OTHERS ADD EX W 4 INCHES OF SAID DES 354/178 S32 T24 R8 552927	0.045	\$79,600	\$71.64
110	281240832200305	NORTH SIDE YARD LLC	1009 PORTAGE ST	Unit 4, NORTH SIDE YARD CONDO & UNDIV 1% INT IN COM ELEMNTS SUBJ TO DECL- 868961,891901;SUBJ REST-573677 851495	0.3	\$78,400	\$70.56
111	281240832201712	RCE LLC	0 CLARK ST	LOT 1 & OUTLOT 1 CSM#4447-15-242 BNG PRT LOTS 6 & 7 BLK 6 STRONG ELLIS & OTHERS ADD S32T24R8 528/267 558642 564873-REST;564197	0.193	\$74,600	\$67.14
112	281240832202005	SCHERTZ PROPERTIES LLC	1001 CLARK ST	PRCL B CSM#275-1- 275 BNG W 60' OF OL 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 641986 713269	0.18	\$68,900	\$62.01
113	281240832202405	SENTRY INSURANCE	0 ELLIS ST	S 75' LOTS 15 & 16 BLK 28 STRONG ELLIS & OTHERS ADD S32 T24 R8 475/1072	0.172	\$67,400	\$60.66

114	281240832201716	K 5 LTD	1342 SECOND ST	LOT 3 CSM#5101-18- 126&A&B BNG PRT LOT 5 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 779259	0.015	\$62,100	\$55.89
115	281240832100605	SCHULFER INVESTMENTS LLC	0 MAIN ST	W 50' LOT 1 E 25' LOT 2 BLK 1 SMITH BRIGGS & PHILLIPS ADD BNG PRT NE NE S32 T24 R8 767874;893862;893864	0.215	\$61,100	\$54.99
116	281240832202051	WISCONSIN BELL INC	0 WATER ST	LOT 1 CSM#4948-17- 203 BNG PRT OUTLOT 9 STRONG ELLIS & OTHERS ADD BNG PRT GOVT LOT 2 S32 T24 R8 559/1012-13	0.295	\$59,200	\$53.28
117	281240832201903	STEVENS POINT RENTALS LLC	0 CLARK ST	LOT 2 BLK 11 & ESM ESMT-341/93 STRONG ELLIS & OTHERS ADD S32 T24 R8 788780;789808AOC;791468UTIL	0.142	\$54,500	\$49.05
118	281240832201527	AMETHYST MAIN LLC	1236 THIRD ST	LOT 3 CSM#8248-32- 78 A&B BNG PRT LOT 2 BLK 28 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 .017A 903537	0.017	\$51,000	\$45.90
119	281240832300264	PIXELLE ANDROSCOGGIN LLC	ARLINGTON PL	PRT LOT 1 CSM#10720-48-150 LYG N ARLINGTON PL ROW DES-847685 BNG PRT GOV LOT 2 S32 T24 R8 858200AGMT .779A 858199;858715NMCHG	0.779	\$45,600	\$41.04
120	281240832202708	DB STEVENS POINT LLC	1329 STRONGS AVE	PRTS OF LOTS 10,11 & 12 (50 1/2' X 120')BLK 29 STRONG ELLIS & OTHERS ADD S32 T24 R8 858175;859295	0.138	\$45,300	\$40.77
121	281240832200205	NORTH SIDE YARD LLC	0 UNION ST	LOT 9 BLK 34 VALENTINE BROWN ADD S32 T24 R8 886787	0.152	\$42,900	\$38.61
122	281240832200501	KIM L KRAYECKI	0 PORTAGE ST	N 51 1/2' LOTS 42, 43,44 BLK 17 STRONG ELLIS & OTHERS ADD S32 T24 R8 639/497	0.179	\$36,900	\$33.21
123	281240832200201	NORTH SIDE YARD LLC	1000 UNION ST	LOT 7 BLK 34 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 854120	0.152	\$27,400	\$24.66
124	281240832201703	RCE LLC	0 CLARK ST	LOT 7.1 CSM#3320- 11-278 BNG PRT LOT 7 BLK 6 STRONG ELLIS & OTHERS ADD S32 T24 R8 564871 564872-REST	0.055	\$23,200	\$20.88
125	281240832202707	DB STEVENS POINT LLC	1323 STRONGS AVE	COM SW/C LOT 9 BLK 29 SE&O ADD TH E ON 1/8 LN 100';TH N 25';TH W 100' TO STRONGS AVE TH S TO POB PRT LOTS 7,8 & 9 BLK 29 STRONG ELLIS & OTHERS ADD 858175;859295	0.057	\$18,900	\$17.01
126	281240832201524	ELODIN HOLDINGS LLC	0 THIRD ST	PRCL 1 DES IN 455/1002 BNG PRT BLK 4 STRONG ELLIS & OTHERS ADD 818399	0.055	\$18,400	\$16.56
127	281240832201820	POINT HOMES LLC	0 THIRD ST	S 25' OF N 66' LOT 5 & S 25' OF N 66' OF E 1/2 LOT 6 BLK 5 STRONG ELLIS & OTHERS ADD;SUBJ TO AGRMT DES 488/842 CSM 13/63 S32 T24 R8 832369	0.038	\$12,500	\$11.25
128	281240832201821	POINT HOMES LLC	0 THIRD ST	S 21' OF N 41' LOT 5 & S 21' OF N 41' OF E 1/2 OF LOT 6 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 832369	0.036	\$11,900	\$10.71
129	281240832201822	POINT HOMES LLC	0 THIRD ST	BEG AT NE/C LOT 5 TH S 20';W 75';N 20';E 75' TO BEG PRT LOTS 5 & 6 BLK 5 STRONG ELLIS & OTHERS ADD S32 T24 R8 832369	0.034	\$11,300	\$10.17
130	281240832201819	B & C LLC	0 THIRD ST	BEG 42.8' N SE/C LOT 5 TH W 75';N 19.10';E 75';S 19.10' TO BEG BNG PRT LOTS 5&6 BLK 5 STRONG ELLIS & OTHERS 892033	0.033	\$10,800	\$9.72
131	281240832201705	K 5 LTD	0 CLARK ST	LOT 5 BLK 6 STRONG ELLIS & OTHERS ORIG PLAT EX N 98' THEREOF & EX S 8' MOL FOR ST S32 T24 R8 739310	0.03	\$10,000	\$9.00
132	281240832202963	SCHERTZ PROPERTIES LLC	0 THIRD CT	THAT PRT LOTS 1,2, 21 & 22 BLK 29 VALENTINE BROWN ADD DES 706813;SUBJ TO DEED REST DES 706813 S32 T24 R8 706813	0.045	\$8,200	\$7.38
TOTAL ACRES, ASSESSMENT VALUE & BID ASSESSMENT					39.437	\$94,850,600.00	\$85,365.54

Appendix E: List of Properties in Downtown BID and Not Subject to BID Assessment

LIST OF PROPERTIES IN DOWNTOWN BID NOT SUBJECT TO BID ASSESSMENT (TAX EXEMPT)					
#	Tax Key Number	Owner Name	Property Address	Legal Description	Legal Acres
1	281240832100513	CITY OF STEVENS POINT	0 SMITH ST	PRT LS 3,4&5 LYG SWLY CTRPT DR EX S32'OF W75' LTS 4&5 BLK 7&EX PRT LTS1&2 BLK7 LYG SWLY CTRPT DR-759022 SMITH BRIGGS & PHILLIPS ADD S32T24R8 .16A 426/141 420/795; 430/295;416/486;759232RES	0.16
2	281240832100709	ST STEPHEN PARISH	1335 CLARK ST	LOTS 1 THRU 8 & LOTS 37 THRU 42 & E10' L43 ELLIS ADD 2.28A 37/49;123/542;152/303 168/265-6;202/604;168/267-8 163/415AFF; (710277)	2.245
3	281240832100710	ST STEPHEN'S CONGREGATION	0 CLARK ST	LOTS 1 2 & 3 BLOCK 31 STRONG ELLIS & OTHERS ADD .39A 177/422;202/604	0.39
4	281240832101504	TRINITY LUTHERAN CHURCH OF STEVENS POINT	1409 PINE ST	S53' OF LOTS 9 & 10 ELLIS ADD .13A 403946	0.127
5	281240832101506	TRINITY LUTHERAN CHURCH OF STEVENS POINT	1500 ELLIS ST	S71' OF LOT 36 ELLIS ADD .08A 449/1050	0.085
6	281240832101507	TRINITY LUTHERAN CHURCH OF STEVENS POINT	1508 ELLIS ST	S71' OF LOT 35 ELLIS ADD .08A 448/1032	0.085
7	281240832101511	TRINITY LUTHERAN CHURCH OF STEVENS POINT	1517 CLARK ST	LOTS 11 12 13 14, 31 32 33 & 34 & N57'OF LOTS 35 & 36 ELLIS ADD EX HWY ROW-916166 1.355A 193059;239193;267743;272274;206698;220360	1.355
8	281240832101599	CITY OF STEVENS POINT	0 CLARK ST	PRT OF CLARK ST/ HWY 66 DED IN ELLIS ADD & PRCL 48 PROJ 6998-15-20 DES-916166 1.969A 35-PLAT;916166	1.969
9	281240832101610	CITY OF STEVENS POINT	0 CENTERPOINT DR	THAT PRT CENTERPOINT DR/ HWY 66 BETWEEN SECOND ST & ROGERS ST PROJ 6350-01-21 & 6350-01-23 & 6998-15-20 IN NWNE & NENW S32T24R8 412/429-3;413/44(CTRPT DR) 418/880-81;916167	0
10	281240832101611	CITY OF STEVENS POINT	0 CENTERPOINT DR	THAT PRT OF LOTS 5 6 & 7 BLK 8 SMITH BRIGGS & PHILLIPS ADD LY G SWLY OF CENTERPOINT DRIVE ROW BNG PRT NW NE S32 T24 R8 412/429-30 - 413/44 417/ 880	0.13
11	281240832200136	STEVENS POINT HOUSING AUTHORITY	1300 BRIGGS CT	LTS 15,16& E42.9' L17 BLK 35 VALENTINE BROWN ADD;&PRT NENW FURTHER DES 280/613; SUBJ RC-681874;699563&4 297/407;699472LSE;816095UTL; 849616	1.15
12	281240832200420	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	0 THIRD ST	Lot 1, CSM 11191-52-21 BNG PRT NENW & GOV LOT 1 S32 T24 R08 .445A 34469;369484;354605;380158;845583;910945LSE	0.445
13	281240832200421	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	0 SECOND ST	Lot 2, CSM 11191-52-21 BNG PRT NENW & GOV LOT 1 S32 T24 R8 .713A 845600;834301;845583	0.713
14	281240832200423	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	0 THIRD ST	OUTLOT 1 CSM 11191-52-21 BNG PRT NENW & GOV LOT 1 S32 T24 R8 .184A 845600;845599	0.184
15	281240832200424	GND PROPERTIES QOZB LLC	1011 SECOND ST	LOT 1 CSM#011596 DOC-883286 BNG PRT BLK 16 STRONGS, ELLIS & OTHERS IN GL1 & NENW S32 T24 R8 .537A 888658 (MFG)	0.537
16	281240832200425	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	1016 THIRD ST	LOT 2 CSM#011596 DOC-883286 BNG PRT BLK 15 SRONGS ELLIS & OTHERS ADD IN NENW S32 T24 R8 .399A 863412	0.369
17	281240832200506	CITY OF STEVENS POINT	0 CENTERPOINT DR	PRT LOTS 50,51,&52 BLK 15 STRONGS ELLIS & OTHERS ADD & VAC RIVER ST LYG NWLY OF CENTERPOINT DRIVE ROW 420/1031 - 414/1169-71	0
18	281240832200707	CITY OF STEVENS POINT	0 PORTAGE ST	EXCEPT ST OF LOT25 BLK 19 STRONGS ELLIS & OTHERS .09 623/633	0.09

19	281240832200708	CITY OF STEVENS POINT	0 PORTAGE ST	PRT GOVT LOT 5 COM 25'E OF INTER S/L PORTAGE & E/L CROSBY;E TO EL CROSBY;E TO EL SD GOV LOT;S TO EL CROSBY NW35'M/L;N21.2'-POB .04A S31 T24 R8 623/633	0.04
20	281240832200709	CITY OF STEVENS POINT	0 PORTAGE ST	PRT GL 5 OF S31 T24 R8 COM@INTERS OF S/L PORTAGE ST & E/L CROSBY;E ON S/L PORTAGE 25';S21.2'TO E/L CROSBY;NW ON E/L 32.8' TO POB 173194	0
21	281240832200712	CITY OF STEVENS POINT	1017 CROSBY AVE	THAT PRT OF LOTS 63,64 & 65 BLK 19 STRONG ELLIS & OTHERS LYG NE OF CROSBY AVE .15A 649804	0.15
22	281240832200805	CITY OF STEVENS POINT	1100 CROSBY AVE	GL5 S31& GL1 S32 T24 R8 LYG ELY WIS RIV;N OF MAIN ST WLY OF CROSBY AVE; EX PRT SOLD CTRL CO-185/136 (INC PT BLKS1&19 STRONG ELLIS & OTHERS) RR ROW-179/546*273/409;452/554 810877RES;811797RES 815946RES	0
23	281240832200911	CITY OF STEVENS POINT	1111 CROSBY AVE	L1 CSM#3878-13-236 BNG PRT BLKS 1, 2,12 & 14 STRONG ELLIS & OTHERS ADD; BNG PRT GL1 S32 T24 R8 117/72;153/91;480/706-707 461/773	0
24	281240832201111	CITY OF STEVENS POINT	0 MAIN ST	L2 CSM#3878-13-236 BNG PRT OF BLKS 1,2,12 &14 STRONG ELLIS & OTHERS ADD PRT OF GL1 S32 T24 R8 243/431;457/254;461/773 464/478;481/637;452/554	0
25	281240832201112	CITY OF STEVENS POINT	0 CROSBY AVE	PRT CSM#3878-13- 236 DEDICATED FOR LAND CROSBY AVENUE 457/254-5;480/706-707; 464/478-480	0
26	281240832201208	CITY OF STEVENS POINT	0 CLARK ST	PRT BLK8 STRONG ELLIS & OTHERS ADD & PRT GOVT LOTS 1 & 2 S32 T24 R8 EXC LOT 1 OF CSM 3583 PARK PURPOSES 198/504	0
27	281240832201220	CITY OF STEVENS POINT	0 MAIN ST	THAT PRT MAIN ST FROM W/L WATER ST TO WIS RIV FOR PEDESTRIAN MALL PRT OF STRONG ELLIS & OTHERS ADD IN GOVT L1 S32T24R8 ORDINANCE #33777	0
28	281240832201306	CITY OF STEVENS POINT	0 WATER ST	PRCLS A & B CSM#1447-5-205 & PRT BLK 9 STRONG ELLIS & OTHERS ADD DES 413/332-3 EX PRT HWY (555776) 418/808-14;458/968	0
29	281240832201308	CITY OF STEVENS POINT	0 WATER ST	PRT NW BG @ PT INTR E BANK RIV & S/L CLARK ST; E ALG S/L 140' M/L SWLY 35' M/L TO E BANK RIV; NWLY 1050' M/L -POB & OL1 & OL2 CSM#011827 DOC 900985 EXC HWY 555776 BNG GL2 S32 T24 R8 1.730A M/L 481174;257092;327963;337736	1.73
30	281240832201411	CITY OF STEVENS POINT	0 SECOND ST	PRT LOTS 1,2, & 5-8 BLK 10 & LOT 1 BLK 24 STRONG ELLIS & OTHERS ADD PURCHASED FOR HWY 422/143-46	0
31	281240832201523	CITY OF STEVENS POINT	0 MAIN ST	PRCL 2 DES IN 455/1002 BNG PRT BLK 4 STRONG ELLIS & OTHERS ADD 818399;847075	0.048
32	281240832201530	REDEVELOPMENT AUTHORITY OF CITY OF STEVENS POINT	0 CROSBY AVE	PRT BLKS 3 & 4 STRONG ELLIS & OTHERS ACQUIRD FOR ST RELOCATION & PARKING (CROSBY AVE & ALLEYS) IN GL1 S32 T24 R8 LYG S CSM 46/17;SUBJ AGMT-788730 & 867944 .72A 370/579;376/399;376/502 401/611;401/375;452/733 452/817;450/463;453/1034 849616	0.72
33	281240832201604	CITY OF STEVENS POINT	800 MAIN ST	W22' OF S120' LOT8 BLK 3 STRONG ELLIS & OTHERS ADD & ESMT OVER N12' LOT 8 DESC IN 185/271 .06A 748705	0.061
34	281240832201905	CITY OF STEVENS POINT	0 SECOND ST	S1/2 OF LOTS 5 & 6 & LOTS 7 & 8 BLK 11 STRONG ELLIS & OTHERS ADD 244/15;240/138	0.455
35	281240832201926	CITY OF STEVENS POINT	0 THIRD ST	N1/2 OF LOTS 5 & 6 BLK 11 STRONG ELLIS & OTHERS ADD .15A 264/442 - 445/1195	0.152
36	281240832201937	CITY OF STEVENS POINT	1450 WATER ST	LOT 1 CSM #011827 DOC-900985 BNG PRT BLK 24 & BLK 25 STRONG ELLIS & OTHERS SUB 1.589A 337736;422691;446455;446983;813820	1.589
37	281240832201938	CITY OF STEVENS POINT	1466 WATER ST	LOT 2 CSM#011827 DOC-900985 BNG PRT BLK 25 STRONG ELLIS & OTHERS 1.112A 836008;836115AOC	1.112
38	281240832201939	CITY OF STEVENS POINT	0 WATER ST	PRT BLK 24 STRONG ELLIS & OTHERS ADD & WATER ST VAC; EXC PRTS SOLD 398/35; EXC CSM#011827 DOC-900985 .50A M/L INCL RD 257092;257100;257865;258012;337736	0.5
39	281240832201999	CITY OF STEVENS POINT	0 ARLINGTON PL	PRT GOVT LOT 2 S32 T24 R8 AS DESC IN 556/0492 USED FOR STREET PURPOSES	0
40	281240832202002	WISCONSIN TELEPHONE COMPANY	1055 ELLIS ST	COM S LINE CLARK ST 29' W NE/C OUTLOT 6 TH W 86';S 135';E 86';N 135' TO BEG BNG A PRT OUTLOT 6 STRONG ELLIS & OTHERS PLAT S32 T24 R8 133/221 (TELECO)	0.267

41	281240832202003	STEVENS POINT AREA PUBLIC SCHOOLS	1025 CLARK ST	PRT OL 6 STRONG ELLIS & OTHERS ADD COM ON SL CLARK ST 147' E NW/C SD OL6 TH S192';E60';N 192';W60'-POB DES 232/245 & ESMT DES 292/150&RECIP ESMT DES 628747 & AMD-856223 .264A 600992	0.264
42	281240832202004	DIVINE WORD EVANGELICAL LUTHERAN CHURCH	1009 CLARK ST	E87' OF W147'OL6 STRONG ELLIS & OTHERS ADD EX N8' THEREOF & RECIP ESMT DES- 628747 & AMD-856223 S32 T24 R8 813996	0.379
43	281240832202006	STEVENS POINT AREA PUBLIC SCHOOLS	0 THIRD ST	PRCL A CSM#275-1- 275 (59' ON WATER ST) & RECIP ESMT DES 628747 & AMD-856223 S32 T24 R8 600992;867070	0.081
44	281240832202013	PORTAGE COUNTY	1455 WATER ST	SLY 2/3 OUTLOT 9 EX PRT SOLD WEBER (76 2/3' ON WATER ST) STRONG ELLIS & OTHERS ADD S32 T24 R8 796321	0.361
45	281240832202014	PORTAGE COUNTY	1459 WATER ST	COM AT NWLY COR OUTLOT 10 STRONG ELLIS & OTHERS ADD TH SLY 53';NELY 208.5';NWLY 53';SWLY 208.5' TO BEG S32 T24 R8 796321;797383AOC	0.253
46	281240832202015	PORTAGE COUNTY	0 WATER ST	NLY 50' OF SLY 87' OUTLOT 10 EX PRT SOLD TO PORTAGE CO & OTHERS BNG A PRCL 50' X 198.2' STRONG ELLIS & OTHERS ADD S32 T24 R8 AKA PRT CSM1/149 796321	0.228
47	281240832202017	PORTAGE COUNTY	0 WATER ST	LOT 2 CSM#2812-10- 70 BNG PRT OL 11 STRONG ELLIS & OTHERS ADD S32 T24 R8 796321	0.204
48	281240832202018	PORTAGE COUNTY HISTORICAL SOCIETY INC	1475 WATER ST	A PRT OF OUTLOT 11 IN OUT LOT OF STRONG ELLIS & OTHERS ADD S32 T24 R8 469/333	0.165
49	281240832202019	CITY OF STEVENS POINT	1479 WATER ST	COM@ SW/C OL12;ELY 140';NLY 150';WLY 140';SLY ON WATER ST 150'TO POB;15' OFF ELY & 15' OFF NLY SIDE; JT DRVWY STRONG ELLIS & OTHERS .48A 453/400	0.482
50	281240832202020	PORTAGE COUNTY	0 ARLINGTON PL	PRT OF OUT LOTS 11 & 12 (50' X 120' AS IN 231/580 STRONG ELLIS & OTHERS ADD S32 T24 R8 796321	0.138
51	281240832202021	PORTAGE COUNTY	1016 ARLINGTON PL	PRT OF OUTLOTS 11 & 12 (50' X 120') STRONG ELLIS & OTH ADD DES- 704/1112 S32 T24 R08 796321	0.138
52	281240832202022	PORTAGE COUNTY	1024 ARLINGTON PL	COM PT 49' SWLY SE/C OL 12 STRONG ELLIS & OTHERS TH NWLY 135';SWLY 49';SELY 135';NWLY 49' TO BEG 50' ON ARLINGTON PLACE 672/1109 ESMT-543480 796321	0.152
53	281240832202030	PORTAGE COUNTY	0 STRONGS AVE	PT LOT 65 BNG PRCL 1 IN DEED REC IN 261/359 & PRT LOTS 65 & 66 BNG PRCL 3 IN DEED REC IN 261/359 ALSO ALLEY RIGHTS STRONG ELLIS & OTHERS ADD 796321	0.15
54	281240832202031	PORTAGE COUNTY	1101 ELLIS ST	PT LOT 63,64,65,66 67 BLK 26 A STRIP OF LAND 5'X 72' OF OUTLOT 10 STRONG ELLIS & OTHERS ADD S32T24R8 796321	0.355
55	281240832202033	PORTAGE COUNTY	0 WATER ST	COM 150'NWLY TH120 NELY FROM SW/C OL12 STRONG ELLIS & OTHERS -TH NWLY 60 PLL EL WATER NELY 120 PLL ARLINGTON SELY 90'; SWLY100';NW30';SW20'TO POB 15'JT DRWY-538976 S32T24R8 796321	0.234
56	281240832202038	WISCONSIN TELEPHONE COMPANY	0 ELLIS ST	PT OL8 STRONG ELLIS & OTHERS ADD COM SE/C SD OL8 TH WLY 110' N34DW 50';N56DE 10';S34DE 15';ELY 100' TO EL SD OL 8;TH SELY 35' TO POB S32 T24 R8 231/596	0.09
57	281240832202039	WISCONSIN TELEPHONE COMPANY	0 ELLIS ST	PT OUTLOT 8 STRONG ELLIS & OTHERS ADD COM ON SLY LINE 110' WLY FR SE/C;TH WLY 59' NWLY 50';NELY 59';SELY 50' ALSO PRCL DES IN 334/75	0.07
58	281240832202040	WISCONSIN TELEPHONE COMPANY	0 ELLIS ST	A PRT OF OUTLOTS 7 & 8 DES 222/550 & IN 225/135 STRONG ELLIS & OTHERS ADD S32 T24 R8	0
59	281240832202041	WISCONSIN TELEPHONE COMPANY	0 ELLIS ST	S 56' OF E 115' OF OL 6 STRONG ELLIS & OTHERS PLAT ALSO STRIP BEG NE/C ABOVE DES E 4.67'; S 56' MOL;W 5.75';N 56' TO BEG EX A 31' STRIP DES 229/257 & 334/277	0
60	281240832202048	PORTAGE COUNTY	0 WATER ST	PT LOT 1 CSM#4437- 15-232 & PRT OL 10 BNG THE SLY 37' OF OL 10 EX ELY 198.54' STRONG ELLIS&OTHERS BNG PRT SE NW S32 T24 R8 796321	0.119
61	281240832202052	PORTAGE COUNTY	1462 STRONGS AVE	LOTS 1&2 CSM 17/22 OLS 1&3 CSM 24/88 & SLY 135' OF ELY40' LOT 61 BLK 26 STRONG ELLIS & OTHERS;ESMT-344/113-14; 323/394;328/375; 547/743-4;657/332;678/651	1.452
62	281240832202053	PORTAGE COUNTY	1039 ELLIS ST	LOT 1 CSM#4437-15- 232 INC OL 2 CSM#6565-24-88 EX OL1 & OL3 CSM 24/88 & EX PRCL 37'X139.34'IN OL10 OF STRONG ELLIS & OTHERS - 695/154 ACC RTS IN OL2&3 CSM24/88 796321	1.236

63	281240832202629	CITY OF STEVENS POINT	0 CLARK ST	PRT OL5 STRONG ELLIS & OTHERS ADD COM 20'S OF NW/C OL5;S120'; E127';N120';W127'TO POB & SUBJ ROW OVR W10'-226/145 & 199 &SUBJ ESMT-258/183 & 464/433&434'SUBJ AGMT-868882 339/751-4 826894UTIL	0.38
64	281240832202630	ELKS LODGE #641	1132 CLARK ST	PT OL5 STRONG ELLIS & OTHERS COM COR STRONGS &CLARK W 108';N 68';W42';S68';E42' TO POB ALSO PRT GL2 S32 T24 R8 DES 168/611 1/2	0.25
65	281240832202651	CITY OF STEVENS POINT	1001 MAIN ST	LOTS 1, 2 & OL2 CSM#3584-12-242 BNG PRT&INC ALL OL 2,3&4 STRONG ELLIS & OTHERS IN GL2 &PRT NENW;EX CSM 18/155 SUBJ 816305 & 816607AOC S32 T24 R8 1.36A 480/706-707;528/362-65 528/590; 528/591;826894UTIL (LIBRARY)	1.36
66	281240832202802	FRAME MEMORIAL PRESBYTERIAN CHURCH	0 COLLEGE CT	PT NENW S32 T24 R8 COM AT NW/C LOT 5 BLK 2 SMITH BRIGGS & PHILLIPS ADD W 67';S 132';E 67';N 132' TO POB 212/115	0.203
67	281240832202804	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	0 COLLEGE AVE	PRT NENW S32 T24 R8 COM 149.5'N OF PT ON NL MAIN ST 8RDS W OF EL NENW; N113.5'TO SL COLLEGE AVE;W ON SL SD AVE 66';S113.5'; E66'TO POB 445/370-71;916206	0.172
68	281240832202814	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	0 MAIN ST	PRT NENW S32 T24 R8 COM ON NL MAIN ST 8RDS W OF EL SD 40;N149.5';W67';S TO NL MAIN ST;E67'TO POB 445/370-71;916206	0.23
69	281240832202815	FRAME MEMORIAL PRESBYTERIAN CHURCH OF ST PT	1300 MAIN ST	COM SW/C LOT 6 BLK 2 SB&P ADD TH W 132';N 132' E132';S 132' TO POB BNG PRT NENW S32 T24 R8 ALSO W30'LOT 6 BLK 2 SMITH BRIGGS & PHILLIPS ADD EX W7' SOLD CITY 213/225 830014RES	0.47
70	281240832202818	REDEVELOPMENT AUTHORITY OF CITY OF STEVENS POINT	0 CHURCH ST	A PRCL OF LAND 7' WIDE IN NE NW S32 T24 R8 RUNNING FROM COLLEGE COURT TO MAIN ST (CHURCH ST EXT) 453/552;454/19;445/1176-1178; 455/370-371; 849616	0.042
71	281240832202950	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	1200 MAIN ST	THAT PRT BLKS 29, 30,31 & 32 & VAC UNION ST & COLLEGE AVE VALENTINE BROWN ADD LOCATED IN NE NW S32 T24 R8 DES IN 457/1087-89 901556;916206	2.41
72	281240832202961	CENTER POINT MALL CORPORATION	1101 CENTERPOINT DR	LOT 1 CSM#6808-25- 31 BNG PRT BLK 32 VALENTINE BROWN ADD BNG PRT NE NW S32T24R8 790/145 (NKA 536128) 708/239 761824;776836RC	0.538
73	281240832202964	MID-STATE TECH COLLEGE DISTRICT	1001 CENTERPOINT DR	LOT 1 CSM#10287- 46-17 BNG PRT GL1 BNG PRT NE NW S32 T24 R8 776837;776838AGMT;776839RFR 776836AGMT;788730AGMT	3.52
74	281240832202967	REDEVELOPMENT AUTHORITY OF CITY OF STEVENS POINT	0 THIRD ST	S50' LOTS 19,20,21 22 & N19' LOT 1 ALL BLK29 VALENTINE BROWNS ADD; EX S3'OF W36' SD L20; EX CSM 36/110 & EX PRT DES-706813 .18A M/L 816783;(819294AGM) CONDEMNATION 84-CV-397;849616	0.18
75	281240832202969	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	0 MAIN ST	PRT BLKS 29,30,31& 32 VALENTINE BROWNS ADD& VAC BROWN & UNION ST & PRT NENW;LYG E STRONGS;W CHURCH ST; S CENTERPOINT DR & N MAIN; EXC PRCL DES457-1087 SUBJ RC-908998 & 915030RC 3.55A M/L 790/144;776836RC 788730AGMT;797911UTIL 816783ORD;455/173VAC;908998;849616;916206	3.55
76	281240832202971	CITY OF STEVENS POINT	0 THIRD ST	PRT VALENTINE BROWN ADD BEING THIRD ST DES- 818650 & THAT PRT CONT S TO NL MAIN ST &STRIP 15' M/L LYG S &ELY CSM 46/17 BNG PRT GOVT L1 & NENW S32T24R8 .67A M/L 762709;788730AGMT 797911UTIL;816783ORD; 776836RC;818650;455/173VAC	0.67
77	281240832202972	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	0 STRONGS AVE	PRT VALENTINE BROWN ADD BEING STRONGS AVE DES-818650 IN NENW S32 T24 R8 .89A M/L 776836RC;788730AGM 797911UTIL;816783ORD 818650;455/173VAC;829557UTL (PRT STRONGS AVE)916206	0.89
78	281240832202974	REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT	0 CENTERPOINT DR	PRT VALENTINE BROWN ADD IN BLKS 29 & 32 & VAC BROWN & UNION ST;LYG E OF THIRD ST;W STRONGS AVE DES- 818650;S CENTERPOINT DR; DES 458/181;EX 25/31 &49/98 & EXC CSM# 011409 2.509 M/L 762709;788730AGMT 797911UTIL;816783ORD;757798 776836RC;455/173VAC;829558;849616	2.509

79	281240832203102	CITY OF STEVENS POINT	1317 BRIGGS CT	W1/2 LOT 3 & ALL LOT 4 BLK 3 SMITH BRIGGS & PHILLIPS ADD .23A 549/372	0.23
80	281240832203103	CITY OF STEVENS POINT	1309 BRIGGS CT	LOT 5 BLK 3 SMITH BRIGGS & PHILLIPS ADD EXC PRT FOR HWY .13A 440/203-4;552/38	0.13
81	281240832203138	CITY OF STEVENS POINT	0 COLLEGE CT	THAT PRCL BTWN CENTERPOINT DR & COLLEGE CT EXC LOT 1 OF CSM #3344-12-2 BNG PRT BLK 3;SMITH BRIGGS & PHILLIPS ADD .11A 466/481;467/604	0.108
82	281240832209999	CITY OF STEVENS POINT	0 MAIN ST	MATHIAS MITCHELL PUBLIC SQUARE STRONG ELLIS & OTHERS ADDN BNG PRT NWNW S32 T24 R8 A/254 A/254; 457/792	0
83	281240832292709	CITY OF STEVENS POINT	0 CLARK ST	A TRI PRCL IN SENW S32 T24 R8 DES COM W/L LOT 10 BLK29 STRONG ELLIS & OTHERS ADD;SD PT BNG 6'N OF SW/C LOT 10;S6' TO SW/C LOT 10;E6';NW-POB 327/96	0

LIST OF RESIDENTIAL PROPERTIES IN DOWNTOWN BID NOT SUBJECT TO BID ASSESSMENT (BID TAX EXEMPT)

1	281240832202401	ADA A SANDERS	1249 CLARK ST	LOTS 1 & 2 BLK 28 EX N 8' THEREOF STRONG ELLIS & OTHERS ADD BNG PRT SE NW S32 T24 R8 201/586-7 371/352 447/89 575147 679814 687582 729277	0.285
2	281240832100623	AUSTIN LAMB	1532 CLARK ST	PT SWNE S32 T24 R8 COM 3 RODS W NW/C CLARK & ROGERS STS;TH W 3 RDS;N 115';E 3 RDS;S 115' TO POB 808652	0.132
3	281240832100624	TINGYU NIU WILCH	1540 CLARK ST	PT SWNE S32 T24 R8 COM NW/C CLARK & ROGERS STS TH W 3RDS;TH N ABT 10RDS TO 1/8 LN;TH E3RDS;TH S TO POB EX N50' (49.5' X 115')913935	0.149
4	281240832100616	ALEXANDER G BURNETT	1408 CLARK ST	LOT 10 BLK 30 STRONGS ELLIS & OTHERS ADD S32 T24 R8 847579	0.189
5	281240832100617	JOHN R HARTMAN	1416 CLARK ST	LOT 11 & W 5' LOT 12 BLK 30 STRONGS ELLIS & OTHERS ADD S32 T24 R8 413/1030	0.21
6	281240832100620	MICHAEL WILLIAMS	1508 CLARK ST	BEG AT A PT 58' E FR SE/C LOT 12 BLK 30 STRONGS ELLIS & OTHERS ADD; TH N 1/8 LINE E 61' S TO CLARK ST; W 61' TO POB BNG PRT SW NE S32 T24 R8 (61' X 165') 563397	0.24
7	281240832100602	HOMETOWN INVESTMENTS ON MAIN LLC	1517 MAIN ST	PT NWNE S32 T24 R8 COM INT SL MAIN&WL ROGERS W100';S SL NWNE;E100';N ALG WL ROGERS TO POB EX L1 CSM 22/231;SUBJ TO&INC ESMT DES 665/1 648844	0.146
8	281240832203128	GLORIA F SCHULTZ	1108 SMITH ST	S 77' LOTS 1 & 2 & S77' OF E 1/2 LOT 3 BLK 3 SMITH BRIGGS & PHILLIPS ADD S32 T24 R8 209/455 766971	0.221
9	281240832203101	STEVEN P LASZINSKI	1100 SMITH ST	N 55' LOTS 1 & 2 & N 55' OF E 1/2 LOT 3 BLK 3 SMITH BRIGGS & PHILLIPS ADD S32 T24 R8 405/769;869702TOD	0.158
10	281240832200115	13 INVESTMENTS LLC	1035 UNION ST	LOT 1 CSM#4126-14- 181 BNG PRT LOT 3 BLK 35 VALENTINE BROWN ADD S32 T24 R8 888624	0.121
11	281240832200126	DIRK A GUNDERSON	1336 BRIGGS CT	LOT 1 BLK 4 SMITH BRIGGS & PHILLIPS ADD S32 T24 R8 828251	0.152
12	281240832200113	DANIEL KIEFFER	1017 UNION ST	LOT 5 BLK 35 VALENTINE BROWNS ADD S32 T24 R8 675020	0.152

13	281240832200112	IAN HARRIS	1009 UNION ST	LOT 6 BLK 35 VALENTINE BROWN ADD BNG PRT NENW S32 T24 R8 886468	0.152
14	281240832200130	DAVID G KEEFE TRUST	1016 SMITH ST	PT NWNE S32 T24 R8 COM AT A PT 62' N NE/C BLK4 SMITH BRIGGS & PHILLIPS ADD TH W 125';TH N 100';TH E 125';TH S 100' 550/413 (838821)(840266AOC)	0.287
15	281240832200706	ROBERT C SKIERKA	617 PORTAGE ST	LOT 26 BLK 19 EX ST STRONG ELLIS & OTHER ADD S32 T24 R8 789035 914260TOD	0.122
16	281240832200602	LITTLE CAPTAIN LLC	1020 FIRST ST	LOT 1 CSM #5142-18-167 BNG LTS 35,36,37&W1/2 LT38;S7' OF E 1/2 LT38;S7'LTS 39&40 ALL LTS53-59BLK18 STRONGS ELLIS & OTHERS ADD & PT RIVER ST VAC BNG PRT GL1 S32T24R8 915561	1.888
17	281240832200605	JOEL A TOWEY	701 PORTAGE ST	LOTS 33 & 34 BLK18 STRONG ELLIS & OTHERS S32 T24 R8 713096;914456TOD	0.303
18	281240832200701	SCOTT SCHARENBRUCH	657 PORTAGE ST	LOT 32 BLK 19 STRONG ELLIS & OTHERS ADD S32 T24 R8 827481	0.152
19	281240832200702	AUSTIN COLE MOLGAARD	649 PORTAGE ST	LOT 31 BLK 19 STRONG ELLIS & OTHERS PLAT S32 T24 R8 909644	0.152
20	281240832200703	MORE BEER MONEY LLC	641 PORTAGE ST	LOT 30 BLK 19 STRONG ELLIS & OTHERS ADD S32 T24 R8 890660	0.152
21	281240832200704	NATHAN D SANDWICK	633 PORTAGE ST	LOT 28 BLK 19 STRONG ELLIS & OTHERS ADD S32 T24 R8 797486	0.152
22	281240832200705	JAY L DORRLER	625 PORTAGE ST	LOT 27 BLK 19 STRONG ELLIS & OTHERS PLAT S32 T24 R8 674917;902574TOD	0.152
23	281240832200109	J GAVIN PROPERTIES LLC	1225 PORTAGE ST	W 43' LOT 9 BLK 35 EX S 5' OF W 43' VALENTINE BROWN ADD S32 T24 R8 857538 ;874170;875482AOC	0.165
24	281240832200107	GREGORY J SCHWEIGER	1241 PORTAGE ST	LOT 11 BLK 35 VALENTINE BROWN ADD S32 T24 R8 660363	0.197
25	281240832200105	BETTY J PALLEN	1257 PORTAGE ST	LOT 13 BLK 35 VALENTINE BROWN ADD S32 T24 R8 479/319	0.198
26	281240832200103	JACOB J MARTIN	1309 PORTAGE ST	PT NWNE S32 T24 R8 COM NE/C BLK 35 VALENTINE BROWN ADD TH E 50';TH S 140';TH W 50' TH N 140' TO POB 888539	0.161
27	281240832200101	MARGARET J LASZINSKI	1325 PORTAGE ST	PT NWNE S32 T24 R8 COM WL SMITH ST 162' N NE/C LOT 1 BLK 4 SMITH BRIGGS & PHILLIPS ADD;TH N50' MOL TO PORTAGE ST;W125';S50';E125' TO POB 222/124 762707-TOD;892371	0.143
28	281240832100618	LESLIE M DEBAUCHE	1424 CLARK ST	E 57' LOT 12 BLK 30 STRONGS ELLIS & OTHERS ADD S32 T24 R8 577/735 759515-TOD;905091;905092TOD	0.24

29	281240832100619	MICHAEL P VEUM	1500 CLARK ST	BEG SE/C LOT 12 BLK 30 STRONGS ELLIS & OTHERS; TH N 1/8 LINE E 58' S TO N LINE OF CLARK ST W 58' TO BNG PRT SW NE S32 T24 R8 646225	0.23
30	281240832100621	DAWN M CROW	1516 CLARK ST	PT SWNE S32 T24 R8 COM 119'E LT 12 BLK30 STRONGS ELLIS & OTHER'S;TH N PLL W/EL LT 12 ABT 10 RDS TO 1/8 LN;E 53';S PLL W/EL LT12 TO NL CLARK;W ON NL-POB DES-123/106 812334;858623	0.215
31	281240832100622	SHELLI A DUBAY-RUSSELL	1524 CLARK ST	LOT 1 CSM 1/113 BNG PRT SW NE S32 T24 R8 764436;831961	0.24
32	281240832100625	FREDERICK A STEFFEN	1310 ROGERS ST	PT SWNE S32 T24 R8 COM ON WL ROGERS ST ON 1/8 LN TH S 50';TH W 6 RD;TH N 50';TH E 6RD TO POB (50' X 99') 288/491 516/5	0.114
33	281240832100603	ROBERT J JEAN	1501 MAIN ST	PT NWNE S32 T24 R8 COM 614.6' E SW/C SD 40;N 123.42' MOL TO SL MAIN;E77' MOL TO PT 100'W WL ROGERS 123.42'MOL TO SL SD 40;W77' MOL TO POB 443/89	0.22
34	281240832100512	SUZANA WORZALLA WERWINSKI	1416 MAIN ST	L9&10 & PT LTS 1&2 BLK 7 SMITH BRIGGS & PHILLIPS ADD EX PRT SLD HWY 430/549; AGMT W/CITY FOR PARKING; BNG PRT NWNE S32 T24 R8 .243A 350/460; 430/295;494/1043;528/64; 759022;759232RES;766413;901453;906312AFF;906785TOD	0.243
35	281240832200133	DAVID A WORLEY	1328 BRIGGS CT	LOT 2 BLK 4 SMITH, BRIGGS & PHILLIPS ADD & PT OF ALLEY LYG N & ADJ LOT 2 BLK 4 SMITH BRIGG & PHILLIP ADD DES 678756 BNG PRT NWNE S32 T24 R8 832174;899963TOD	0.165
36	281240832200134	DAVID L SCHLEIHS	1026 SMITH ST	PT NWNE S32 T24 R8 COM PT 12' N NE/C BLK 4 SMITH BRIGGS&PHILLIPS;TH W 125';N 50';E 125';S 50'TO POB & PT ALLEY DES 678755 559005;860012;860013TOD	0.164
37	281240832200502	GUYMAR PROPERTIES LLC	801 PORTAGE ST	N64' LOT 41 BLK 17 STRONG ELLIS & OTHERS ADD S32 T24 R8 586502 767776 792214	0.073
38	281240832200104	BETTY J PALLEN	1301 PORTAGE ST	LOT 14 BLK 35 VALENTINE BROWN ADD S32 T24 R8 479/326	0.214
39	281240832200106	FROSTED PINK LLC	1249 PORTAGE ST	LOT 12 CSM#3528-12 -186 BNG LOT 12 BLK 35 VALENTINE BROWN ADD S32 T24 R8 892394	0.199
40	281240832200108	ANDREW KRUEGER	1233 PORTAGE ST	E 10' LOT 9 & ALL LOT 10 BLK 35 VALENTINE BROWNS ADD S32 T24 R8 832691;832754AOC	0.238
41	281240832200135	KAR2 LLC	1317 PORTAGE ST	LOT 1 CSM#10164-45 -44 BNG PRT NWNE S32 T24 R8 761221	0.364

42	281240832100711	POINT PARADISE FAMILY LP	1316 ELLIS ST	LOT 1 CSM#10981-50-111 BNG LOTS 4,5,6, BLK 31 STRONGS ELLIS & OTH & LOT 44 AND PRT 43 ELLIS ADD .69A 831285;831385AOCCSM	0.688
125	TOTAL BID EXEMPT PROPERTY ACREAGE & COUNT				51.389

Appendix F: 2026 Downtown BID Budget

CITY OF STEVENS POINT

DOWNTOWN BID 2026 WORKING BUDGET

BID Tax Base: \$94,850,600

Account Title	2025	2026	CHANGE
	Cur Year	Fut Year	
	Budget	Budget	
TAXES (mil rate)	\$0.75	\$0.90	\$0.15
BID ASSESSMENTS	\$69,700	\$85,366	\$15,666
Total	\$69,700	\$85,366	\$15,666
MISC. REVENUE			
INVESTMENT INTEREST REVENUE	\$0	\$0	\$0
MISCELLANEOUS REVENUE	\$0	\$0	\$0
Total	\$0	\$0	\$0
OTHER SOURCES			
GENERAL FUND BALANCE USAGE	\$591	\$4,027	\$3,436
TRANSFER FROM TID 10	\$35,000	\$35,000	\$0
Total	\$35,591	\$39,027	\$3,436
EXTERNAL AUDIT			
AUDIT SERVICES	\$0	\$3,300	\$3,300
BID EXPENSES			
DOWNTOWN MANAGER SALARY	\$44,441	\$44,200	-\$241
EMPLOYER CONTRIB/WISC RET	\$3,089	\$3,182	\$93
EMPLOYER CONTRIB/S.S. TAX	\$3,400	\$3,381	-\$19
EMPLOYER CONTRIB/LIFE INSUR	\$0	\$23	\$23
WORKERS COMPENSATION PREM	\$795	\$795	\$0
HSA	\$0	\$780	\$780
MEDICAL INSURANCE PREM	\$6,399	\$17,917	\$11,518
TELEPHONE UTILITY CHARGES	\$565	\$565	\$0
COMPUTER/COMPUTER EQUIP	\$500	\$500	\$0
CONTRACTED SERVICES	\$21,000	\$24,000	\$3,000
GENERAL OFFICE SUPPLIES	\$500	\$500	\$0
PARKING CHARGES	\$0	\$350	\$350
MEMBERSHIP DUES	\$600	\$600	\$0
MILEAGE REIMBURSEMENT	\$550	\$550	\$0
MISCELLANEOUS EXPENSES	\$500	\$500	\$0
DISCRETIONARY EXPENSES	\$500	\$500	\$0
MISC PROMOTIONAL EXPENSES	\$5,000	\$5,000	\$0
GEN SEMINAR/EDUCATION EXP.	\$1,300	\$1,750	\$450
PUBLIC SPACE ENHANCEMENTS	\$10,000	\$10,000	\$0
GRANT DISBURSEMENTS	\$5,000	\$5,000	\$0
SOFTWARE PURCHASES	\$1,152	\$1,000	-\$152
DOWNTOWN BID Revenue Total:	\$105,291	\$124,393	\$19,102
DOWNTOWN BID Expenditure Total:	\$105,291	\$124,393	\$19,102
DOWNTOWN BID Net Total:	\$0	\$0	\$0

Appendix G: 2026 Downtown BID - Friends of Downtown Budget

CITY OF STEVENS POINT

DOWNTOWN BID - Friends of Downtown 2026 Working Budget

	2025	2026	
	Cur Year	Fut Year	
	ESTIMATED	BUDGET	CHANGE
EVENT REVENUE			
EVENT SPONSORSHIPS	\$0	\$0	\$0
MISCELLANEOUS DONATIONS	\$0	\$0	\$0
NOTES AT NIGHT REV	\$6,998	\$7,000	\$2
MAKE MUSIC DAY REV	\$0	\$0	\$0
WALK DON'T RUN REV	N/A	\$6,750	\$6,750
DISCOVER DOWNTOWN REV	\$400	\$500	\$100
WINE WALK REV	\$13,831	\$17,000	\$3,169
TRICK OR TREATING REV	\$0	\$0	\$0
SHOP SMALL WEEK REV	\$1,000	\$2,550	\$1,550
HOLIDAY PARADE REV	\$2,250	\$3,000	\$750
SMALL BUSINESS SATURDAY REV	\$0	\$0	\$0
DOWNTOWN CHRISTMAS REV	\$2,500	\$2,500	\$0
Total EVENT REVENUE:	\$26,979	\$39,300	\$12,321

EVENT EXPENSES

NOTES AT NIGHT	\$4,463	\$8,000	\$3,537
MAKE MUSIC DAY	\$329	\$0	-\$329
WALK DON'T RUN	N/A	\$3,893	\$3,893
DISCOVER DOWNTOWN	\$746	\$500	-\$246
WINE WALK	\$4,606	\$7,000	\$2,394
TRICK OR TREATING	\$200	\$200	\$0
SHOP SMALL WEEK	\$800	\$800	\$0
HOLIDAY PARADE	\$350	\$350	\$0
SMALL BUSINESS SATURDAY	\$0	\$1,000	\$1,000
DOWNTOWN CHRISTMAS	\$1,800	\$2,500	\$700
EVENT INSURANCE	\$1,718	\$2,000	\$282
Total EVENT EXPENSES:	\$15,012	\$26,243	\$11,231
Total EVENT REVENUE:	\$26,979	\$39,300	\$12,321
TOTAL:	\$11,967	\$13,057	\$1,090

Appendix H: Resolution Adopting Operating Plan & Special Assessment Levy for the Downtown Business Improvement District

CITY OF STEVENS POINT RESOLUTION

A RESOLUTION APPROVING THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT 2026 OPERATING PLAN AND 2025 SPECIAL ASSESSMENT LEVY

A Resolution approving the Downtown Business Improvement District 2026 Operating Plan and 2025 Special Assessment Levy

WHEREAS, the City of Stevens Point established a Business Improvement District pursuant to Wisconsin Statute Section 66.1109 in December 2022; and,

WHEREAS, the initial operating plan of the Downtown Business Improvement District was approved in December 2022; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) requires the Downtown Business Improvement District Board of Directors to annually consider changes to and submit its operating plan to the Common Council of the City of Stevens Point for approval; and,

WHEREAS, Wisconsin Statute 66.1109(3)(b) further requires any change to the special assessment method applicable to the Downtown Business Improvement District to be approved by the Common Council of the City of Stevens Point;

NOW THEREFORE, the Common Council of the City of Stevens Point, Portage County, Wisconsin, at a meeting held on **November 17, 2025**, resolves as follows:

BE IT RESOLVED, that the Common Council of the City of Stevens Point does hereby approve the 2026 Downtown Business Improvement District Operating Plan and hereby levies the special assessments contained in the plan as attached in [Appendix D](#) of said Operating Plan.

PASSED AND ADOPTED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, **November 17, 2025**.

Mike Wiza, Mayor

Dated

ATTEST: Susan Pagel, City Clerk

Dated

Drafted by: K. Margelofsky Downtown BID Manager

Dated: October 31, 2025

Approved: **November 17, 2025**

November 10, 2025:

RE: 2026 Downtown Business Improvement District Operating Plan – Required Attorney Statement Under Wis. Stats. § 66.1109(1)(f)(5)

As attorney for the City of Stevens Point, I hereby certify that the Downtown Business Improvement District 2026 Operating Plan (the “BID Plan”) complies with the requirements of Wis. Stats. § 66.1109(1)(f)(1) – (4). Specifically, I have confirmed that the BID Plan includes the following components, as I am required to confirm via written opinion pursuant to Wis. Stat. § 66.1109(1)(f)(5):

66.1109(1)(f)(1) The special assessment method applicable to the business improvement district. The special assessment method is set forth on pages 7-8.

66.1109(1)(f)(1m) Whether real property used exclusively for manufacturing purposes will be specially assessed. Under section VII.A., properties assessed by the State of Wisconsin as manufacturing **will** be assessed.

66.1109(1)(f)(2) The kind, number and location of all proposed expenditures within the business improvement district. The number and location of proposed expenditures are set forth in pages 6, 7, 34, and 35 of the plan.

66.1109(1)(f)(3) A description of the methods of financing all estimated expenditures and the time when related costs will be incurred. The method of financing the estimated expenditures is set forth in Section VI in conjunction with the Method of Assessment under

66.1109(1)(f)(4) A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan. This is addressed on page 8 of the plan.

66.1109(1)(f)(5): A legal opinion that subds. 1. to 4. have been complied with. This legal opinion from Stevens Point City Attorney A. Logan Beveridge, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109(1)(f)(1-4) will be attached to the BID Plan as Appendix **XXXXX**.

Sincerely,

ANDREW LOGAN BEVERIDGE
City Attorney



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
From: Chris Klesmith
CC: Jarod Kivela, Corey Ladick
Date: November 5, 2025
Subject: Resolution Authorizing an Application for the Wisconsin Economic Development Corporation's FY26 Site Assessment Grant

Committee members,

In August of this year, staff began an active request for proposals for the redevelopment of the former Edgewater Manor site. As described in the Downtown Targeted Area Master Plan, this site currently includes parcels 281240832201937, 281240832201938, and 281240832300264.

The Wisconsin Economic Development Corporation (WEDC) administers the Site Assessment Grant (SAG) to assist municipalities in evaluating and addressing environmental contamination to prepare for redevelopment. Allowable expenses include, among other things, environmental investigations and demolition required for such investigations. The program requires a 20% match from the municipality, and the WEDC may allow site acquisition costs as a matching expense at their discretion.

Staff are currently negotiating the acquisition of parcel 281240832300264 from Pixelle Androscoggin LLC, and it is advised that an environmental investigation begin prior to acquiring the parcel to ensure that the City is not liable for potential existing contamination and can continue to leverage state and federal support as outlined in our region's Comprehensive Economic Development Strategy. Staff have been notified that an underground storage tank was previously on the site, but no record of its removal has been located. Records indicate that it may have been located underneath 1466 Water Street (Figure 1), making demolition of the building necessary for proper site investigation. Two additional records are found on the parcel, and the location of these tanks are also uncertain.

Staff have requested quotes for the services required to fully investigate the site, apart from potential asbestos abatement activities which will not be identified until after the project has begun. The projected cost for investigation and demolition is roughly \$103,900. The project will not conflict with the existing leases of 1466 Water Street.

Staff recommendation: Approve the attached resolution authorizing staff to apply for \$95,000 from the WEDC's FY26 Site Assessment Grant, and authorizing staff to spend a maximum of \$25,000 for site investigation purposes.

Cheers,

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

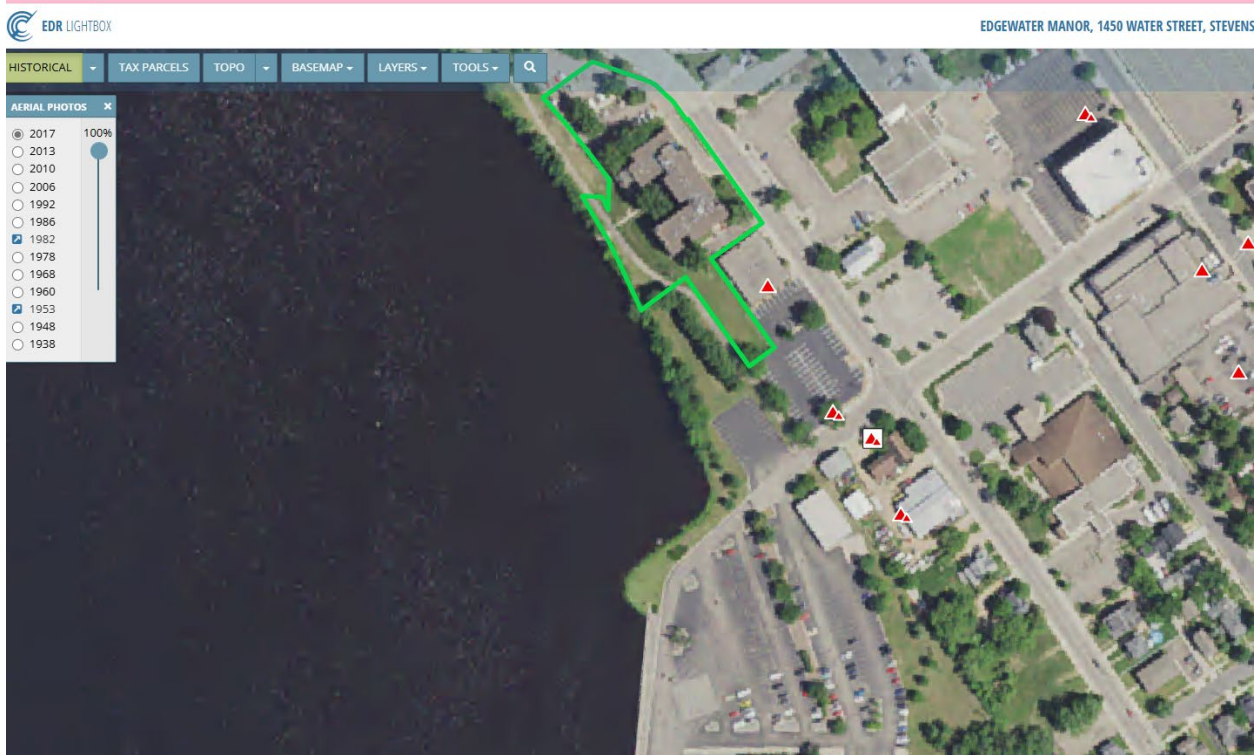


Figure 1. Environmental Records Map; red triangles indicate locations of potential registered underground storage tanks (USTs).

RESOLUTION

Authorization to apply for FY26 WEDC Site Assessment Grant

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) administers the Site Assessment Grant to assist local governments with environmental evaluation to continue redevelopment of commercial and industrial sites, which may be used to perform environmental site assessments and reviews for asbestos containing materials prior to acquisition, demolition, or construction; and,

WHEREAS, the WEDC may or may not allow property acquisition costs as an eligible matching expense at their discretion; and,

WHEREAS, the City of Stevens Point adopted a Downtown Targeted Area Master Plan which identifies the former Edgewater Manor site, including Parcels 281240832201937, 281240832201938, and 281240832300264 for redevelopment for urban waterfront housing and/or a regional employer, and enhanced access, aesthetics, and function of the Green Circle Trail along the waterfront; and,

WHEREAS, the City owns Parcels 281240832201937 and 281240832201938, and Pixelle Androscoggin, LLC owns Parcel 281240832300264; and,

WHEREAS, the City is actively seeking redevelopment of the former Edgewater Manor site and currently negotiating for the acquisition of Parcel 281240832300264 to be included in the redevelopment of the site; and

WHEREAS, the City has identified minimal environmental contamination on Parcel 281240832201937, documented by the Wisconsin Department of Natural Resources Remediation and Redevelopment Database (BRRTS) as case 02-50-592190, and similar contamination caused by historic urban fill or industrial use may be present at Parcels 281240832201938 and 281240832300264; and,

WHEREAS, the construction of the building addressed 1466 Water Street was performed in 1976 and may have included asbestos containing materials and full analysis of the site is required to rule out the presence of former underground storage tanks, which requires demolition of the existing building; and,

WHEREAS, the City received quotes to perform environmental analysis, site investigation, review for hazardous materials, and demolition totaling \$103,900; and,

WHEREAS, the WEDC Site Assessment Grant requires a 20% cost match from the applicant, which may require the City to contribute a maximum of \$20,800 if land acquisition costs are not considered by the WEDC as an eligible expense.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Stevens Point authorizes the City of Stevens Point to apply for \$95,000 from the Wisconsin Economic Development Corporation's Site Assessment Grant in FY2026 to perform environmental site assessments, site investigation reports, hazardous materials reviews, remedial action plans,

material management plans, and demolition on Parcels 281240832201937, 281240832201938, and 281240832300264.

BE IT FURTHER RESOLVED that the Common Council of the City of Stevens Point authorizes the City of Stevens Point to utilize up to \$25,000 as matching funds to complete the work outlined in its grant application.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated:
Adopted:



MEMORANDUM

To: Common Council

CC: Redevelopment Authority, Jarod Kivela, Corey Ladick,

From: Christopher Klesmith, Neighborhood Planner & Economic Development Specialist

Date: November 13, 2025

RE: Discussion and Possible Action on a Development Agreement between the City of Stevens Point, the Redevelopment Authority of the City of Stevens Point, and Commonwealth Development Corporation for the redevelopment of a portion of 0 Main Street (former Shopko site, PIDs 281240832202950, 281240832202969, 281240832202804, 281240832202814).

Background: Enclosed is a proposed development agreement between the City of Stevens Point, the Redevelopment Authority of the City of Stevens Point, and Commonwealth Development Corporation (the "Developer") for the redevelopment of 0 Main Street (former Shopko site). The following are the major points of the development agreement:

- 1) The Developer intends to apply for housing tax credits and additional grant sources to support the construction of this project, resulting in 50 residential units reserved for residents earning 30%, 50%, and 80% of the area median income. A 6,000 sq ft childcare facility is also proposed for the site, likely to be staffed by the University of Wisconsin Stevens Point's University Child Learning and Care Center (UCLCC). Due to input from the Redevelopment Authority, the Developer has increased onsite parking from 32 stalls to 57 stalls, which includes 32 stalls of covered parking. The developer is currently executing comparable projects in the cities of Oshkosh and Wausau.
- 2) The proposed development would utilize roughly 0.87 acres of the ~6.94 acres that will be redeveloped at the Shopko site, which is referenced as "Building C" in the conceptual site plan for Shopko redevelopment in the Downtown Targeted Area Master Plan. The Developers conceptual site plan is included in Exhibit D of the agreement.

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.

- 3) If the Developer secures all financing for the project, Developer will commence construction no later than September 1, 2027, and will complete the project no later than January 1, 2029.
- 4) The developer would guarantee a minimum tax payment of \$90,871/year from tax year 2029 through tax year 2046. Property values of multifamily projects like this one are calculated with an income-based approach. Since rents are restricted on the project, the value of the project and thus the tax increment generated by the project are suppressed but will change over time.
- 5) The City will provide \$1,450,000 in TIF support to the developer upon construction milestones of the project. Upon 50% completion as determined by the City's Chief Building Official, \$725,000 will be distributed; upon issuance of the occupancy permit for the Project, the remaining 50% will be distributed. The financial impact of this support to Tax Increment Financing District 10 is represented in Exhibit F.
 - a. Staff still prefer to see TIF support between 18-22% of increment generated. The incentive ratio for this project is 29.3%, similar to that of previously approved housing tax credit projects which were not constructed. Project financing remains the primary barrier to executing housing tax credit projects.
 - b. Typically, staff would require a shortfall payment to be made by the Developer when increment generated from a specific project does not cover the cost of City support. Given the public benefits provided by the project – expanded childcare access, increased access to more affordable housing units, expanded parking access – staff support the proposal without requiring the developer to make the annual shortfall payment.
 - c. Staff will work alongside the Developer to secure additional grant funds for site preparation which will assist the execution of this project as well as others that will complete the redevelopment of the Shopko site.

Other Considerations: Execution of this agreement will advance aspects of the former Shopko site redevelopment and the Downtown Targeted Area Master Plan while providing housing options to residents earning at or below 30%, 50%, and 80% the area median income. The proposed unit counts, unit sizes, income limits, and rents are included in Figure 1 below. Staff expect this project to support both the student and non-student populations and to ensure that residents of varying income levels can participate in the Downtown economy, while providing necessary services in the district. Staff continue to refine development proposals near Public Parking Lot #8 and for the former Edgewater Manor site.

Staff Recommendation: Staff recommends **APPROVAL** of the attached development agreement. Please note that site plan documents and building plans will be added, and this agreement will be amended at a later date.

Figure 1

Unit Type	Income	Unit Size	Number of Units	Contract Rent		2024 Table
				Rate	Monthly Gross Rent	
1 Bed/ 1 Bath	30% AMI	697	5	\$ 437	\$	550
2 Bed/ 1 Bath		850	4	519		660
3 Bed/ 2 Bath		1,150	4	594		763
4 Bed/ 2 Bath		-	0	-		-
	26%					
1 Bed/ 1 Bath	40% AMI	697	0	\$ -	\$	-
2 Bed/ 1 Bath		850	0	-		-
3 Bed/ 2 Bath		1,150	0	-		-
4 Bed/ 2 Bath		-	0	-		-
	0%					
1 Bed/ 1 Bath	50% AMI	697	8	\$ 804	\$	917
2 Bed/ 1 Bath		850	12	959		1,100
3 Bed/ 2 Bath		1,150	5	1,103		1,272
4 Bed/ 2 Bath		-	0	-		-
	50%					
1 Bed/ 1 Bath	60% AMI	697	0	\$ -	\$	-
2 Bed/ 2 Bath		850	0	-		-
3 Bed/ 2 Bath		1,150	0	-		-
4 Bed/ 2 Bath		-	0	-		-
	0%					
1 Bed/ 1 Bath	70% AMI	697	0	\$ -	\$	-
2 Bed/ 1 Bath		850	0	-		-
3 Bed/ 2 Bath		1,150	0	-		-
4 Bed/ 2 Bath		-	0	-		-
	0%					
1 Bed/ 1 Bath	80% AMI	697	5	\$ 1,207	\$	1,320
2 Bed/ 1 Bath		850	5	1,443		1,584
3 Bed/ 2 Bath		1,150	2	1,662		1,631
4 Bed/ 2 Bath		-	0	-		-
	24%					
1 Bed/ 1 Bath	Market	697	0	\$ 1,166	\$	1,166
2 Bed/ 1 Bath		850	0	1,399		1,399
3 Bed/ 2 Bath		1,150	0	1,618		1,618
4 Bed/ 2 Bath		-	0	-		-
	0%					
Average/Total		861	50	\$ 933	\$	1,070

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”), made as of the ____ day of _____, 20__ (the “Effective Date”), by and between the City of Stevens Point, Wisconsin (“City”), the Redevelopment Authority of the City of Stevens Point (“RDA”), and Commonwealth Real Estate Acquisitions, LLC, a Wisconsin limited liability company (“Developer”). Individually, each of the foregoing is a “Party” and collectively, they are the “Parties”.

RECITALS

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

WHEREAS, for these purposes, City has established Tax Incremental District No. 6 (“TID No. 6”) and Tax Increment District No. 10 (“TID No. 10”) pursuant to Wisconsin Statutes; and

WHEREAS, the RDA owns the property more particularly described on Exhibit A-1 attached hereto (the “Undivided Property”), which is located in TID No. 6 and TID No. 10; and

WHEREAS, the RDA desires to sell, and the Developer desires to purchase, a portion of the Undivided Property consisting of approximately .87 acres of land generally depicted in Exhibit A-2 attached hereto (the “Property”) upon the terms and conditions hereinafter set forth. The Parties will agree on the exact boundaries of the Property and the Property will be subdivided from the Undivided Property in accordance with Sections 4.1(9)(b) and 4.4(4)(ii) below; and

WHEREAS the Developer intends to develop the Property as a mixed-use development of 50 rental residential units (“Residential Units”) serving residents at the thirty percent (30%), fifty percent (50%), and eighty percent (80%) area median income levels, and one commercial unit designated as a Community Serving Facility (“CSF”) as defined under IRS Revenue Ruling 2003-77 (collectively referred to as the “Project”); and

WHEREAS, the Parties intend to form a partnership with the University of Wisconsin – Stevens Point or other comparable agency to provide childcare services in the CSF; and

WHEREAS, the City has documented the need for housing at this cost and style in its 2017 Housing Study, its 2023 Housing Taskforce Report, and Centergy’s 2025 regional housing study; and

WHEREAS, the RDA and City determined in August, 2025 by resolution that the Property is blighted; and

WHEREAS, City has determined that development of the Project will serve to encourage further development and to eliminate and prevent blight within the City, and is in the best interests of the City and its residents; and

WHEREAS, encouraging development and removing blight will enhance the economic vitality of TID No. 6 and TID No. 10, both of which are essential to the economic health of the City; and

WHEREAS, all Parties have worked or will work in cooperation to seek state and federal assistance for the redevelopment of the Property, which may include an award of low income housing tax credits from the Wisconsin Housing and Economic Development Authority; funding from the Wisconsin Economic Development Corporation (“WEDC”) pursuant to WEDC’s Brownfield Site Assessment Grant Program, Brownfields Grant Program, Idle Sites Redevelopment Program and Community Development Investment Grant Program; and funding from the U.S. Environmental Protection Agency’s Brownfield Cleanup Grant Program; and

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

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

WHEREAS, Developer will file with City applications for zoning approvals of the Property, as necessary to accommodate the development; and

WHEREAS, the development of the Property is guided by the City’s Downtown Targeted Area Master Plan (“Master Plan”), approved jointly by the City, RDA, and other

governmental bodies, and the Developer has taken the Master Plan into consideration when preparing Plans and Specifications.

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

ARTICLE I DEFINITIONS

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

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

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

“City Support” means City’s support for the Project to be provided to Developer, as set forth in Section 4.2(2) and Section 4.3 below;

“Developer” means Commonwealth Real Estate Acquisitions, LLC, and its successors and assigns;

“Differential Payment” means the amount to be paid by Developer to the City as the shortfall, if any, between the amount of Taxes guaranteed by Developer under this Agreement and the amount of Taxes billed, for any year during the Term of this Agreement;

“Federal Funds Rate” means the federal funds rate as established from time to time by the Federal Reserve Bank;

“Guaranteed Minimum Tax Payment” has the meaning given to such term in Section 4.1(4) below

“Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by City, including Exhibits C through E attached hereto;

“Project” means the development of the Property within TID No. 6 and TID No. 10 as shown on Exhibit D, in accordance with the Plans and Specifications;

“Project Costs” means costs specified in secs. 66.1105(2)(f) 1.a-n, inclusive, Wisconsin Statutes;

“Property” has the definition set forth in the recitals;

“Taxes” means only the City, County, School District and Technical College portion of taxes, minus any credits, and does not include any special charges, special assessments, or

any other charges that may be added to the tax bill. In addition, any business improvement district fees are not considered to be “Taxes”.

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

“TIF Revenues” means the incremental real property tax revenues generated by the Project from tax year 2028 to the end of the Term of this Agreement, plus any Differential Payments paid, collectively in excess of base value tax revenue identified in Article V. “TIF Revenues” does not include the value of any property tax credits, special charges, special assessments, Business Improvement District fees, or any other charges that may be added to the tax bill;

“Unit” or “Units” means one or more of the 50 Residential Units or 1 commercial unit in the Project;

“Value” means assessed value of the real property in City as determined by the City Assessor after any applicable full and final appeal, and does not include the value of any government subsidy or program;

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

- (1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) RDA is a commission of the City and has the power to enter into this Agreement, apart from the City, and carry out its obligations hereunder.
- (3) There are no leases or occupancy agreements which affect the Property which extend beyond Closing (as defined herein).
- (4) Except as expressly set forth in this Agreement, neither the City nor the RDA makes any representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Developer’s purposes or needs.
- (5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which City or RDA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

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

(1) Developer is a Wisconsin limited liability company and has the power to enter into this Agreement and to perform its obligations hereunder and is validly existing under the laws of the State of Wisconsin.

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

(3) The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer and City, would not be economically feasible within the reasonably foreseeable future, without the City Support to Developer provided for in this Agreement.

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

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

ARTICLE III DEVELOPER'S FINANCING CONTINGENCY

Section 3.1 In addition to any other conditions set forth in this Agreement, Developer's obligation to conclude the transaction contemplated herein shall require the satisfactory completion, in Developer's sole discretion, of each of the following conditions:

(1) Developer obtaining commitments for equity, grant funding, and debt financing in amounts and with such terms and conditions acceptable to Developer, in Developer's sole discretion, for the construction of the Project and any and all related improvements. In the event Developer does not satisfy the foregoing condition, in Developer's sole discretion, then Developer may elect to terminate this Agreement upon written notice given by Developer to City and RDA not later than September 1, 2027. Upon any such termination, the Parties shall have no further obligations to each other except such obligations which expressly survive the termination of this Agreement. For purposes of clarification, and notwithstanding anything to the contrary in this Agreement, upon any termination in accordance with this Section 3.1, Developer's obligation to construct the Project and to make Differential Payments shall terminate.

ARTICLE IV UNDERTAKINGS BY DEVELOPER, RDA AND CITY

Section 4.1 Developer Obligations. Developer undertakes the following obligations, in consideration of City's and RDA's obligations in Sections 4.2 through 4.4, below.

(1) Developer shall acquire the Property from RDA pursuant to Section 4.4 below and shall make all reasonable efforts to build the Project. The Project will be developed under the Plans and Specifications approved by City and City's Historic Preservation / Design Review Commission, such approval not to be unreasonably withheld, conditioned or delayed.

(2) Following receipt of all approvals for the Project, Developer will commence construction by no later than September 1, 2027.

(3) Developer shall diligently pursue construction of the project and obtain occupancy permits for all Residential Units, in accordance with state and local codes, by December 31, 2028.

(4) Developer guarantees that the amount of Taxes to be paid annually for the Property and Project will be not less than \$90,871 for tax year 2029 (payable in 2030) and thereafter through tax year 2046 (payable in 2047) (the "Guaranteed Minimum Tax Payment"). The foregoing Guaranteed Minimum Tax Payment is conditioned on City fulfilling its obligations to provide the City Support, as specified herein.

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

(6) For the tax year 2029 and thereafter ending with the last tax year of the Term covered by this Agreement, Developer guarantees that the amount of Taxes due to City shall be not less than the Guaranteed Minimum Tax Payment. If the amount of Taxes due is less than the Guaranteed Minimum Tax Payment, the City Comptroller/Treasurer shall provide Developer an invoice for the Differential Payment by December 25th of the relevant tax year. Developer shall pay such amount in full by March 31st of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1st shall accrue interest at a rate of 6% per annum until fully paid. City has the option of placing any unpaid amount on the subsequent year's property tax bill as a special charge, or pursuing any other lawful manner of collecting the unpaid amount. If the Property becomes tax exempt under any circumstance during the Term of this Agreement, including, but not limited to, change of ownership, change of use, or change of law, Developer shall submit to the City annually a Payment In Lieu Of Taxes (PILOT) equal to the amounts of taxes guaranteed in Section 4.1(4). Such payment shall be due annually by March 31st with respect to taxes guaranteed for the prior calendar year.

(7) Developer agrees to develop the Property within TID No. 6 and TID No. 10 as shown on Exhibit D, and all buildings and structures on the Property in accordance with the Plans and Specifications, as filed and approved in final form by the City. During the progress of the Project, Developer may make changes to the Plans and Specifications as site conditions or other issues of feasibility may dictate; provided, however, any such change shall comply with all applicable laws of the City, shall be in accordance with the general objectives of this Agreement, and Developer may not make any material change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). For purposes of this Section 4.1(7), a "material change" means any change to the Plans and Specification that: (i) affects the number and type of parking spaces, (ii) affects the location of any improvements on the Property, (iii) has a material effect on the exterior esthetics or appearance of the Project, (iv) affects the number, type and or size of any Unit, or (v) is required to be reviewed and approved by a City committee and/or Common Council pursuant to applicable laws of the City. If a proposed change is required to be approved by the City, City agrees to consider and approve or reject any proposed change within 30 days after submittal by Developer to City or such approval is deemed given; provided, if City's approval is needed within a shorter period of time due to Developer's construction schedule or its obligations under Sections 4.1(2), (3) or (4) above, City shall provide such approval or rejection within 10 days of request, and City will reasonably cooperate with Developer to facilitate and expedite such review process. However, if a proposed change is required to be reviewed and approved by a City committee and/or Common Council, such request will be considered and acted upon at the next available meeting of such City committee or Common Council. Such requests for approval shall be submitted to the City Director of Community Development, as representative of City.

(8) Developer is hereby authorized to apply for funding on behalf of the City to assist the Project pursuant to WEDC's Brownfields Grant Program and/or Community Development Investment Grant Program not later than July 31, 2027. The City agrees that it shall not submit applications for other projects, or permit the submission of applications on

its behalf for other projects, to the extent the foregoing would cause Developer's application to exceed any application limit for the City imposed by WEDC. If a grant is awarded to the Developer and/or City, Developer shall be responsible for all contract deliverables, including, but not limited to, preparation and submittal of performance reports, completion of schedules of expenditures, and independent audit requirements. The City acknowledges that the Developer may designate a nonprofit corporation (the "Designee") to be the recipient of any grant funds on the condition that such Designee loan or contribute the grant funds to Developer for Developer's use in connection with the Project.

(9) Developer further agrees to the following:

(a) At Developer's expense, Developer shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably necessary to determine boundaries and utility locations, what may be required by the City Surveyor or his designee.

(b) At Developer's expense, a certified survey map ("CSM") dividing the Property from the Undivided Property will be prepared for approval by the City Zoning Administrator, or his designee, which approval shall not be unreasonably withheld, conditioned or delayed, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

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

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

(e) Intentionally Deleted.

(f) Developer shall pay impact and building permit fees to City upon issuance of the City building permit for the Project. Such payment, as calculated as part of the City's Fee Schedule, shall be full payment of all impact fees.

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

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

(2) City shall provide support for the Project Costs to Developer or its designee, pursuant to Wis. Stats. § 66.1105 (the “City Support”) in the amount of \$1,450,000 as shown in the Schedule attached as Exhibit F. The City Support is conditioned upon Developer’s compliance with Sections 4.1(2), (3) and (4) above.

Section 4.3 Funding the City Support for The Project Costs. City shall provide the City Support for the Project Costs of Developer by paying to Developer or Developer’s Designee a total of \$1,450,000, \$725,000 of which shall be paid when the Project is 50% complete and \$725,000 of which shall be paid on issuance of the occupancy permit for the Project. Such determination of the Project completion shall be determined by the City’s Chief Building Official. The City acknowledges that Developer’s Designee will loan the proceeds of the City Support to Developer and Developer shall use such proceeds to pay for or reimburse Developer for Project Costs.

Section 4.4 RDA Obligations; Sale of Property.

(1) Subject to compliance with the terms of this Agreement and the satisfaction of the conditions precedent set forth in this Agreement, the RDA agrees to sell the Property to Developer and Developer agrees to acquire the Property. The purchase price for the Property shall be one and no/100 dollars (\$1.00) and other good and valuable consideration as identified in this Agreement. The sale of the Property to Developer (the “Closing”) shall be consummated on September 1, 2027 or such earlier date designated by Developer in a written notice to City and RDA at least ten (10) business days prior to Closing. Such notice shall provide evidence that Developer has secured funding or financing, or commitments therefor, that is sufficient for the purpose of acquiring and completing construction of the Project. The date the Closing actually occurs shall be referred to herein as the “Closing Date.”

(2) Developer will obtain (i) a title commitment (the “Commitment”) issued by First American Title Insurance Company, 25 West Main Street, Suite 400 Madison, Wisconsin (“Title Company”) covering the Property, and (ii) true, correct and complete copies of all documents described in the Commitment. At or prior to Closing, RDA shall cause Title Company to provide a so-called “marked-up” Commitment to issue an owner’s policy of title insurance (“Title Policy”) which shall: (a) be in the amount of the purchase price; (b) name Developer as the proposed insured; (c) include a commitment for extended coverage over all of the general exceptions (except Developer shall be responsible for obtaining any survey required to delete any general exception); and (d) insure title to the Property in Developer subject only to the Permitted Exceptions (as defined herein). Any title policy premiums, additional provisions for extended coverage and affirmative endorsements shall be at Developer’s sole cost. Developer shall have until March 31, 2027 to notify RDA in writing (the “Objection Notice”) which of the liens, encumbrances and other matters described in the Commitment that Developer agrees to accept (the “Permitted Exceptions”) and which are unacceptable (the “Unpermitted Matters”). RDA shall then have thirty (30) days from receipt of the Objection Notice (the “Response Period”) to remove such Unpermitted Matters or remedy same in a manner satisfactory to Developer,

in its sole and absolute discretion. If RDA is unable or unwilling to remove any such Unpermitted Matters or remedy same in a manner satisfactory to Developer, in Developer's sole and absolute discretion, Developer shall have the option of either (A) proceeding with this Agreement, in which event Developer shall be deemed to have waived any Unpermitted Matters not remedied by RDA and they shall be deemed Permitted Exceptions, provided that RDA must cure at Closing all liens and encumbrances of a definite or ascertainable amount, or (B) terminating this Agreement, in which event neither party shall have any further obligations or liabilities hereunder. Notwithstanding the foregoing, neither liens and encumbrances of a definite or ascertainable amount nor any of the general exceptions to the Commitment shall be deemed Permitted Exceptions and RDA shall cause the same to be removed prior to Closing in accordance with the terms of this Agreement (except Developer shall be responsible for obtaining any survey required to delete any general exception). Developer shall exercise one of its options set forth in clause (A) or (B) above by providing written notice thereof to RDA within five (5) business days of the expiration of the Response Period and, if Developer fails to provide such notice within such time, then Developer shall be deemed to have elected to proceed in accordance with clause (A).

(3) RDA shall deliver to Developer at Closing a warranty deed (the "Deed") conveying title to the Property to Developer in fee simple, free and clear of all liens, encumbrances and rights of others, except the Permitted Exceptions (as defined above).

(4) In addition to the Title Policy and Deed, the RDA shall deliver to Developer at or before Closing the following, all in a form and substance reasonably acceptable to Developer:

(i) An owner's affidavit in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard printed exception relating to mechanic's liens and parties in possession from the Commitment and Title Policy;

(ii) An executed copy of the CSM, which RDA shall cause to be recorded with the Register of Deeds for Portage County; and

(iii) Such other documents as reasonably may be required by Developer or the Title Company to consummate the transactions contemplated by this Agreement.

(5) RDA and Developer shall jointly deliver at Closing (i) signed copies of a closing statement and (ii) all required real estate transfer tax declarations, returns or affidavits. All real estate taxes and assessments, if any, levied or assessed on or against the Property shall be prorated on an accrual basis as of the Closing Date. Any operating and utility costs accrued up to but not including the Closing Date shall be paid by RDA. Developer shall be responsible to pay such expenses accruing from and subsequent to the Closing Date. Any expenses that have accrued up to the Closing Date but have not been billed to or paid by RDA as of the Closing Date shall, to the extent possible, be paid by RDA (with such payment evidenced to Developer) at the time of Closing, or, if not so

payable, at Developer's option, shall be credited to Developer, provided that such credit shall not release RDA of the obligation to make full payment if the credit is insufficient for any reason. All other items which are customarily prorated in transactions similar to the transaction contemplated hereunder and which are not otherwise addressed in this Agreement, will be prorated as of the Closing Date.

(6) Exclusive possession of the Property shall be given by RDA to Developer at the time of Closing.

(7) Developer shall pay the following expenses incurred in connection with the transactions described herein: (i) the escrow and closing fees charged by the Title Company; (ii) the fee for the recording of the deed and any mortgage(s); (iii) Developer's legal fees and expenses; (iv) any survey costs initiated by Developer; and (v) the cost of any requested or required Title Policy, extended or excess coverage or title insurance endorsements. RDA shall pay (i) RDA's legal fees and expenses; and (ii) all real estate transfer taxes, if any.

(8) Each of Developer and RDA represents and warrants to the other that no person or entity acting as real estate broker, finder or real estate agent brought about this Agreement on its behalf. Each party agrees to and does hereby indemnify the other from all loss, damage, cost, or expense (including attorneys' fees) that the indemnified party may suffer as a result of any claim or action brought by any person or entity acting or allegedly acting on behalf of the other party in connection with this transaction.

(9) Developer shall have the right to complete, at Developer's sole cost, all due diligence activities with respect to the Property and feasibility analysis of the Project desired by Developer including, without limitation, a title search, environmental review and/or land survey (the "Due Diligence Activities"), provided that Developer complies with the terms of this Agreement. Developer and its representatives may enter upon the Property at anytime prior to the Closing Date, following reasonable notice to City and RDA, for the purpose of conducting its Due Diligence Activities and evaluations of the Property. City and RDA agree to cooperate with Developer in connection with Developer's due diligence. Developer shall promptly repair any damage to the Property occasioned by Developer's entry thereon and shall restore the Property to its condition immediately prior to such entry, except to the extent any damage relates to a pre-existing condition at the Property. Developer hereby covenants and agrees to indemnify, defend and hold City and RDA harmless from any loss, liability, cost, claims, damages, demands, actions, causes of action, liens, claims of lien and suits resulting from Developer's activities under this Section 4.4 (9) (or any activities of Developer's, employees, contractors, or agents). Notwithstanding the foregoing, Developer shall have no obligation to indemnify City, RDA or their respective agents, employees or officers with respect to: (i) any pre-existing condition which Developer merely discovers through Developer's investigation of the Property (including, without limitation, any environmental contamination or other code violations), and (ii) any claims, damages or liability resulting from any act or omission of City, RDA or their respective agents, employees or officers, subcontractors, contractors or

consultants. Developer shall have the right to terminate this Agreement prior to Closing if the results of Developer's Due Diligence Activities are unsatisfactory to Developer by providing written notice to the City and RDA and upon such termination the Parties shall have no further obligations to each other except as expressly survive termination of this Agreement.

(10) It shall be Developer's responsibility to determine the condition of the Property prior to Closing; provided, however, that the City and RDA agree to provide Developer at Developer's request, with any documentation relating to the Property's condition that is in the City's RDA's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate.

(11) Neither the City nor RDA shall, without the prior written consent of Developer, make any material alterations to the Property or convey any interest in the Property, and neither City nor RDA shall subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date, except as permitted hereunder or for normal repairs and maintenance in the ordinary course of business (which matters shall be disclosed to Developer at or before Closing).

(12) DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE RDA IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT FOR TITLE AND ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY MADE BY THE CITY AND RDA IN THIS AGREEMENT. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE RDA AND THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY; PROVIDED, HOWEVER,

THAT THE ABOVE RELEASE OF THE RDA AND CITY SHALL NOT APPLY TO ANY CLAIMS AGAINST THE CITY AND RDA RELATED TO FRAUD, INTENTIONAL MISREPRESENTATION, AND THE ENFORCEMENT OF THIS AGREEMENT.

**ARTICLE V
PROPERTY BASE VALUE**

City represents and agrees that the base year value of the Property in City is \$474,000. All taxes for the Property paid based on values in excess of such amount are part of the incremental TIF Revenues. Developer agrees to pay the RDA \$1 for the acquisition of the Property.

**ARTICLE VI
COVENANTS RUNNING WITH THE LAND**

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

**ARTICLE VII
REMEDIES**

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

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

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

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

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

Section 7.4 Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the non-defaulting Party at the Federal Funds Rate plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

Section 7.5 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.6 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 7.7 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days of the request for mediation; either Party may apply to Portage County Circuit Court, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

ARTICLE VIII AMENDMENT

This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties. Developer may assign its rights and obligations hereunder without City's or RDA's consent to any entity formed for purposes of owning the Project and whose managing member is controlled by Commonwealth Holdings III, LLC. Upon any such assignment in good faith, the Developer shall be released from all future obligations and liabilities hereunder.

ARTICLE IX MISCELLANEOUS PROVISIONS

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

Section 9.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall

be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

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

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

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

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

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

Section 9.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, by reputable overnight delivery, or delivered personally, in each case with delivery being effective upon receipt by the receiving party, and

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

c/o Commonwealth Development Corporation of America
Attn: Tyler Sheeran
2501 Parmenter St., Ste. 300B
Middleton, WI 53562

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

City of Stevens Point

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

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

Section 9.9 Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. Notwithstanding the foregoing, the tax payment guarantees under 4.1(4) are not subject to Force Majeure.

Section 9.10 Term. This Agreement shall continue from the Effective Date until December 31, 2047 (the “Term”).

Section 9.11 Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of City, and this Agreement constitutes a deed restriction effectuating this provision.

Section 9.12 Recording. The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement.

Section 9.13 Investor Member Notice and Cure Rights. City and RDA agree that in the event of a default by Developer, City and/or RDA shall provide Developer’s investor member (“Investor Member”) with written notice of such default, so long as the City and RDA have been provided with the name and address of the Investor Member in a written notice delivered to City and RDA in accordance with Section 9.8 of this Agreement. City and RDA agree that any cure of any default made or tendered by the Investor Member shall be deemed to be cured by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer. Investor Member shall have the same time period to cure a default under this Agreement as is granted to Developer.

[The remainder of this page intentionally left blank.]

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

**COMMONWEALTH REAL ESTATE
ACQUISITIONS, LLC**

Dated: _____ By: _____
Name: _____
Title: _____

CITY OF STEVENS POINT, WISCONSIN

Dated: _____ By: _____
Name: _____
Title: _____

Dated: _____ By: _____
Name: _____
Title: _____

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

Dated: _____ By: _____
Name: _____
Title: _____

Dated: _____ By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this ____ day of _____, 20____, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of Commonwealth Real Estate Acquisitions, LLC, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me this ____ day of _____, 20____, the above-named _____, and _____, the City _____ and _____, respectively of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me this ____ day of _____, 20____, the above-named _____, and _____, the _____ and _____, respectively of the Redevelopment Authority of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

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EXHIBIT A-1

Legal Description of Undivided Property

THE LAND LEGALLY DESCRIBED AS FOLLOWS:

- 1. PIN 281-2408-32-2029-50: A parcel of land being part of Lots 12, 13, and 14 of Block 29, part of Lots 6, 7, 8, 9, and 10 of Block 30, part of Lots 4, 5, 7, 8, 9, and 10, and all of Lots 1, 2, and 3 of Block 31, part of Lots 11, 12, 13, and 16, and all of Lots 14 and 15 of Block 32 of Valentine Brown's Addition to the City of Stevens Point, part of vacated College Avenue document number 380289 and vacated Union Street, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:**

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 682.24 feet; thence South 00 degrees 07 minutes 18 seconds East 599.18 feet to the south right of way line of Centerpoint Drive; thence South 45 degrees 18 minutes 49 seconds West 21.23 feet, thence South 00 degrees 21 minutes 05 seconds West 33.29 feet to the point of beginning; thence South 89 degrees 40 minutes 38 seconds East 340.13 feet; thence South 00 degrees 09 minutes 39 seconds West 94.68 feet; thence South 89 degrees 50 minutes 21 seconds East 50.00 feet; thence South 00 degrees 09 minutes 39 seconds West 37.00 feet; thence South 89 degrees 50 minutes 21 seconds East 30.00 feet; thence South 00 degrees 09 minutes 39 seconds West 139.00 feet; thence North 89 degrees 50 minutes 21 seconds West 80.00 feet; thence North 00 degrees 09 minutes 39 seconds East 10.00 feet; thence North 89 degrees 50 minutes 21 seconds West 333.50 feet; thence North 46 degrees 52 minutes 05 seconds West 10.21 feet; thence North 00 degrees 21 minutes 05 seconds East 254.68 feet to the point of beginning and there terminating.

Said parcel of land contains 101,885 square feet (2.339 acres).

- 2. PIN 281-2408-32-2029-69: A parcel of land being part of Lots 11 and 12 of Block 29, part of Lots 6, 7, 8, 9, and 10, and all of Lots 1, 2, 3, 4, and 5 of Block 30, part of Lots 4, 5, 6, 7, 8, 9, and 10 of Block 31, part of Lots 11, 12, and 13 of Block 32 of Valentine Brown's Addition to the City of Stevens Point, part of vacated College Avenue document number 380289 and vacated Union Street, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:**

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 152.82 feet; thence South 00 degrees 07 minutes 18 seconds East 676.21 feet to the south right of way line of Centerpoint Drive and the point of beginning; thence South 19 degrees 00 minutes 42 seconds East along the west right of way line of Church Street 13.41 feet; thence continuing along said west right of way line 151.89 feet along the arc of a 316.48 foot radius curve, not tangent with the last described course, center to the east, the chord bears South 14 degrees 13 minutes 22 seconds West 150.44 feet; thence continuing South 00 degrees 06 minutes 01 second East along said west right of way line 54.78 feet; thence South 89 degrees 56 minutes 50

seconds West 12.47 feet; thence South 00 degrees 06 minutes 01 seconds East 113.43 feet; thence South 89 degrees 56 minutes 50 seconds West 1.00 feet; thence South 00 degrees 06 minutes 01 seconds East 149.42 feet to the north right of way line of Main Street; thence South 89 degrees 55 minutes 13 seconds West along said north right of way line 364.32 feet; thence continuing North 89 degrees 47 minutes 18 seconds West along said north right of way line 51.81 feet; thence North 00 degrees 26 minutes 06 seconds East 242.28 feet; thence South 89 degrees 50 minutes 21 seconds East 254.30 feet; thence South 00 degrees 09 minutes 39 seconds West 10.00 feet; thence South 89 degrees 50 minutes 21 seconds East 80.00 feet; thence North 00 degrees 09 minutes 39 seconds East 139.00 feet; thence North 89 degrees 50 minutes 21 seconds West 30.00 feet; thence North 00 degrees 09 minutes 39 seconds East 37.00 feet; thence North 89 degrees 50 minutes 21 seconds West 50.00 feet; thence North 00 degrees 09 minutes 39 seconds East 94.68 feet; thence North 89 degrees 40 minutes 38 seconds West 340.13 feet; thence North 00 degrees 21 minutes 05 seconds East 33.29 feet; thence North 45 degrees 18 minutes 49 seconds East 21.23 feet to the south right of way line of said Centerpoint Drive; thence South 89 degrees 43 minutes 27 seconds East along said south right of way line 241.64 feet; thence continuing along said south right of way line 48.87 feet along the arc of a 286.50 foot radius curve, tangent with the last described course, center to the south, the chord bears South 85 degrees 05 minutes 04 seconds East 48.81 feet; thence continuing along said south right of way line 250.02 feet along the arc of a 1,116.42 foot radius curve, tangent with the last described course, center to the south, the chord bears South 73 degrees 34 minutes 22 seconds East 249.50 feet to the point of beginning and there terminating.

Said parcel of land contains 153,262 square feet (3.518 acres).

3. PIN 281-2408-32-2028-04: A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 132.23 feet; thence South 00 degrees 07 minutes 18 seconds East 889.49 feet to the point of beginning; thence South 00 degrees 06 minutes 01 seconds East 113.43 feet; thence South 89 degrees 56 minutes 50 seconds West 66.00 feet; thence North 00 degrees 06 minutes 01 seconds West 113.43 feet; thence North 89 degrees 56 minutes 50 seconds East 66.00 feet the point of beginning and there terminating.

Said parcel of land contains 7,487 square feet (0.172 acres).

4. PIN 281-2408-32-2028-14: A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

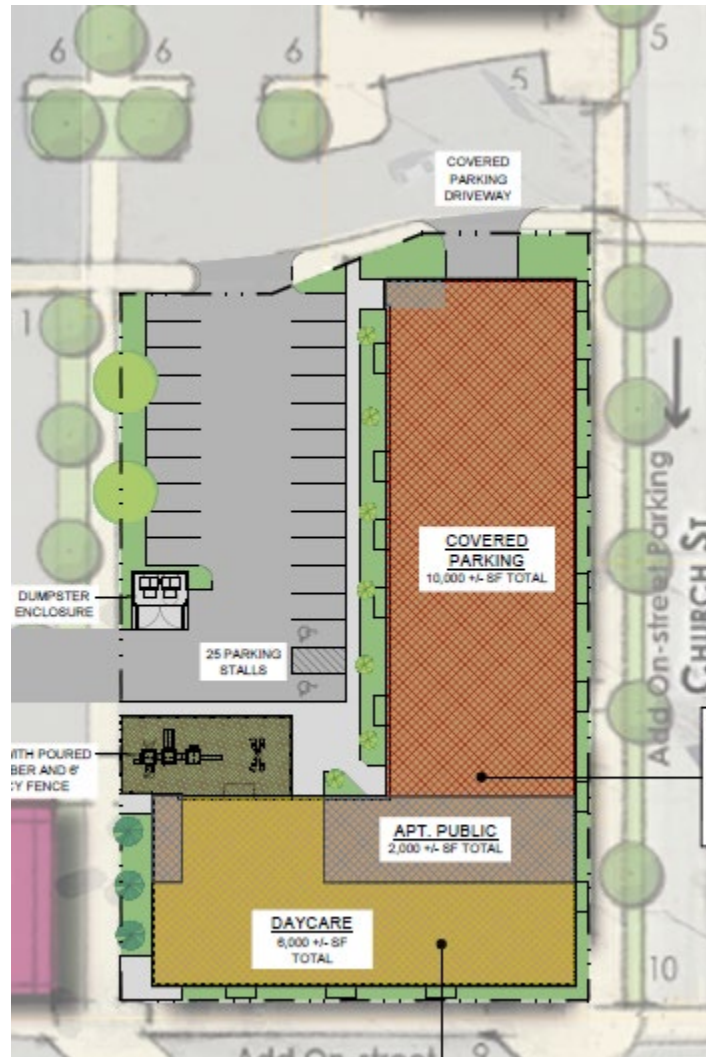
Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 132.23 feet; thence South 00 degrees 07 minutes 18 seconds East 889.49 feet; thence South 00 degrees 06 minutes 01 seconds East 113.43 feet to the point of beginning; thence South 00 degrees 06 minutes 01 seconds East 149.39 feet; thence South 89 degrees 55 minutes 13 seconds West 67.00 feet; thence

North 00 degrees 06 minutes 01 seconds West 149.42 feet; thence North 89 degrees 56 minutes 50 seconds East 67.00 feet the point of beginning and there terminating.

Said parcel of land contains 10,010 square feet (0.230 acres).

EXHIBIT A-2

Depiction of Property



PARTS OF THE LAND LEGALLY DESCRIBED AS FOLLOWS:

1. PIN 281-2408-32-2029-50: A parcel of land being part of Lots 12, 13, and 14 of Block 29, part of Lots 6, 7, 8, 9, and 10 of Block 30, part of Lots 4, 5, 7, 8, 9, and 10, and all of Lots 1, 2, and 3 of Block 31, part of Lots 11, 12, 13, and 16, and all of Lots 14 and 15 of Block 32 of Valentine Brown's Addition to the City of Stevens Point, part of vacated College Avenue document number 380289 and vacated Union Street, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 682.24 feet; thence South 00 degrees 07 minutes 18 seconds East 599.18 feet to the south right of way line of Centerpoint Drive; thence South 45 degrees 18 minutes 49 seconds West 21.23 feet, thence South 00 degrees 21 minutes 05 seconds West 33.29 feet to the point of beginning; thence South 89 degrees 40 minutes 38 seconds East 340.13 feet; thence South 00 degrees 09 minutes 39 seconds West 94.68 feet; thence South 89 degrees 50 minutes 21 seconds East 50.00 feet; thence South 00 degrees 09 minutes 39 seconds West 37.00 feet; thence South 89 degrees 50 minutes 21 seconds East 30.00 feet; thence South 00 degrees 09 minutes 39 seconds West 139.00 feet; thence North 89 degrees 50 minutes 21 seconds West 80.00 feet; thence North 00 degrees 09 minutes 39 seconds East 10.00 feet; thence North 89 degrees 50 minutes 21 seconds West 333.50 feet; thence North 46 degrees 52 minutes 05 seconds West 10.21 feet; thence North 00 degrees 21 minutes 05 seconds East 254.68 feet to the point of beginning and there terminating.

Said parcel of land contains 101,885 square feet (2.339 acres).

2. PIN 281-2408-32-2029-69: A parcel of land being part of Lots 11 and 12 of Block 29, part of Lots 6, 7, 8, 9, and 10, and all of Lots 1, 2, 3, 4, and 5 of Block 30, part of Lots 4, 5, 6, 7, 8, 9, and 10 of Block 31, part of Lots 11, 12, and 13 of Block 32 of Valentine Brown's Addition to the City of Stevens Point, part of vacated College Avenue document number 380289 and vacated Union Street, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 152.82 feet; thence South 00 degrees 07 minutes 18 seconds East 676.21 feet to the south right of way line of Centerpoint Drive and the point of beginning; thence South 19 degrees 00 minutes 42 seconds East along the west right of way line of Church Street 13.41 feet; thence continuing along said west right of way line 151.89 feet along the arc of a 316.48 foot radius curve, not tangent with the last described course, center to the east, the chord bears South 14 degrees 13 minutes 22 seconds West 150.44 feet; thence continuing South 00 degrees 06 minutes 01 second East along said west right of way line 54.78 feet; thence South 89 degrees 56 minutes 50 seconds West 12.47 feet; thence South 00 degrees 06 minutes 01 seconds East 113.43 feet; thence South 89 degrees 56 minutes 50 seconds West 1.00 feet; thence South 00 degrees 06 minutes 01 seconds East 149.42 feet to the north right of way line of Main Street; thence South 89 degrees 55 minutes 13 seconds West along said north right of way line 364.32 feet; thence continuing North 89 degrees 47 minutes 18 seconds West along said north right of way line 51.81 feet; thence North 00 degrees 26 minutes 06 seconds East 242.28 feet; thence South 89 degrees 50 minutes 21 seconds East 254.30 feet; thence South 00 degrees 09 minutes 39 seconds West 10.00 feet; thence South 89 degrees 50 minutes 21 seconds East 80.00 feet; thence North 00 degrees 09 minutes 39 seconds East 139.00 feet; thence North 89 degrees 50 minutes 21 seconds West 30.00 feet; thence North 00 degrees 09 minutes 39 seconds East 37.00 feet; thence North 89 degrees 50 minutes 21 seconds West 50.00 feet; thence North 00 degrees 09 minutes 39 seconds East 94.68 feet; thence North 89 degrees 40 minutes 38 seconds West 340.13 feet; thence North 00 degrees 21 minutes 05 seconds East 33.29 feet; thence North 45 degrees 18 minutes 49 seconds East 21.23 feet to the south right of way line of said Centerpoint

Drive; thence South 89 degrees 43 minutes 27 seconds East along said south right of way line 241.64 feet; thence continuing along said south right of way line 48.87 feet along the arc of a 286.50 foot radius curve, tangent with the last described course, center to the south, the chord bears South 85 degrees 05 minutes 04 seconds East 48.81 feet; thence continuing along said south right of way line 250.02 feet along the arc of a 1,116.42 foot radius curve, tangent with the last described course, center to the south, the chord bears South 73 degrees 34 minutes 22 seconds East 249.50 feet to the point of beginning and there terminating.

Said parcel of land contains 153,262 square feet (3.518 acres).

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Said parcel of land contains 7,487 square feet (0.172 acres).

4. PIN 281-2408-32-2028-14: A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 132.23 feet; thence South 00 degrees 07 minutes 18 seconds East 889.49 feet; thence South 00 degrees 06 minutes 01 seconds East 113.43 feet to the point of beginning; thence South 00 degrees 06 minutes 01 seconds East 149.39 feet; thence South 89 degrees 55 minutes 13 seconds West 67.00 feet; thence North 00 degrees 06 minutes 01 seconds West 149.42 feet; thence North 89 degrees 56 minutes 50 seconds East 67.00 feet the point of beginning and there terminating.

Said parcel of land contains 10,010 square feet (0.230 acres).

TO BE KNOWN AS:

[TO BE INSERTED]

EXHIBIT B

Developer Representatives

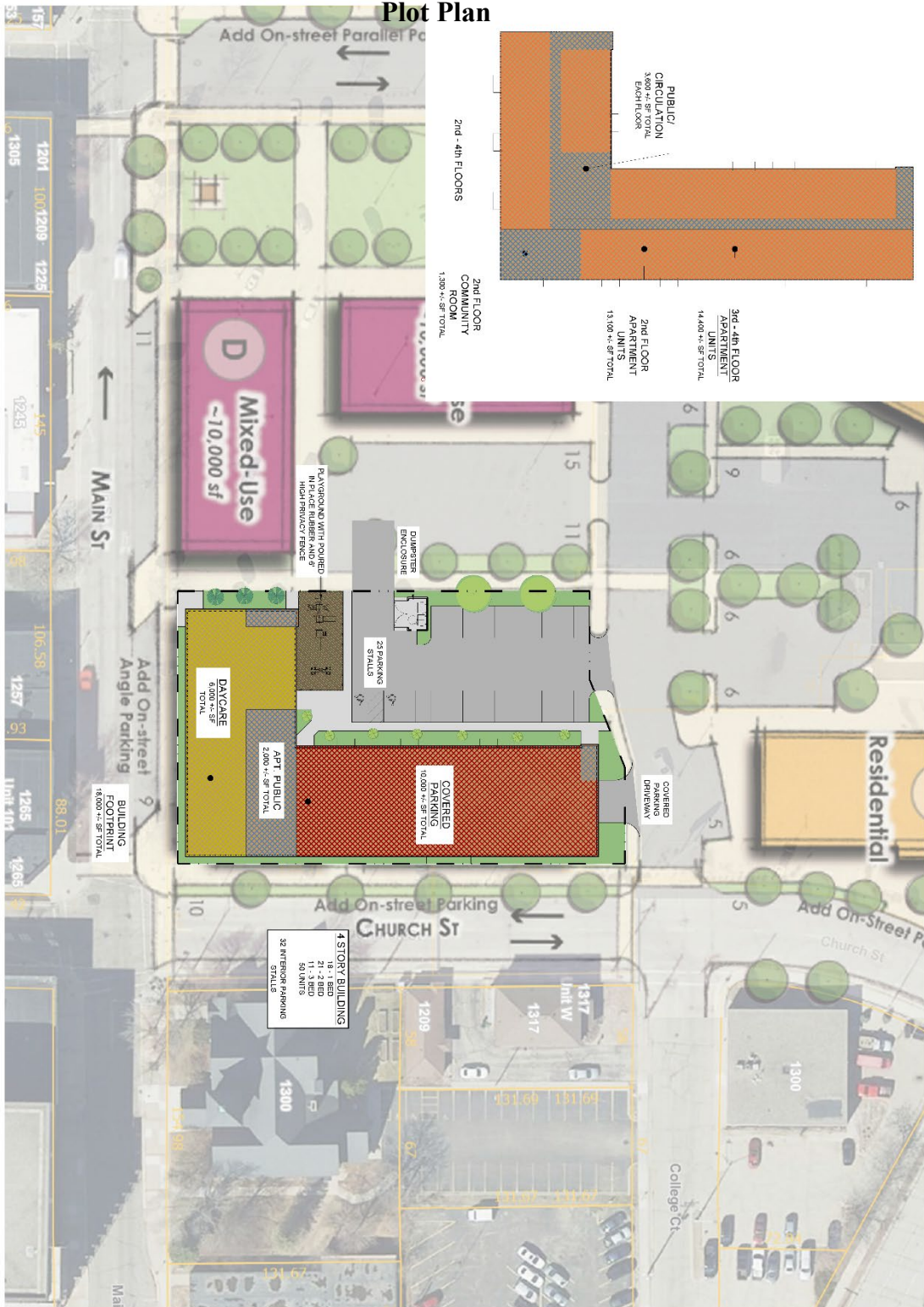
Name, Mailing Address, and Telephone number of Developer Representatives for the Project:

Tyler Sheeran
2501 Parmenter Street, Suite 300B
Middleton, Wisconsin 53562
608-688-0754

EXHIBIT C
Topographical Map

EXHIBIT D

Plot Plan



PRELIMINARY
SITE PLAN
SCALE: 1" = 20'

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

DATE	2025.14
DESIGNER	JOHN TAYLOR
SHEET	C1.0

MULTI-FAMILY APARTMENTS:
SHOPKO REDEVELOPMENT PROJECT
MAIN STREET AND CHURCH STREET
STEVENS POINT, WI



COMMONWEALTH COMPANIES
24 SOUTH BRIDGE STREET
FOUNTCO LAC WISCONSIN 54601
(920) 822-4770 FAX: (920) 822-5171

M+A
24 SOUTH BRIDGE STREET
FOUNTCO LAC WISCONSIN 54601
EPA: epa@macservicesinc.com (920) 822-3170

PRELIMINARY
SHEET DATES

EXHIBIT E

Building Plans

- **Building Plans provided on following pages -**

EXHIBIT F

City Support



City of Stevens Point TID 10-Shopko Affordable Housing

Projected Tax Increment

Base Value ¹	474000	Inflation Factor	0.00%
Upfront Incentive	1,450,000	Debt Service Multiplier	8.89%
Interest Rate	5.50%	Tax Rate Adjustment Fact	0.00%

Construction Year	Valuation Year	Revenue Year	Value Added	Valuation Increment	Tax Rate	Tax Increment	Shortfall Payment	Debt Serv	Base Value Taxes	Balance	Notes	
1	2025	2026	2027	0	0	18.35	0	0	0	0	0	
2	2026	2027	2028	0	0	18.35	0	0	0	0	0	
3	2027	2028	2029	1,238,019	1,238,019	18.35	22,718	0	79,750	8,698	-65,730	
4	2028	2029	2030	3,714,058	4,952,077	18.35	90,871	0	128,934	8,698	-112,492	
5	2029	2030	2031	0	4,952,077	18.35	90,871	0	128,934	8,698	-159,253	
6	2030	2031	2032	0	4,952,077	18.35	90,871	0	128,934	8,698	-206,014	
7	2031	2032	2033	0	4,952,077	18.35	90,871	0	128,934	8,698	-252,775	
8	2032	2033	2034	0	4,952,077	18.35	90,871	0	128,934	8,698	-299,537	
9	2033	2034	2035	0	4,952,077	18.35	90,871	0	128,934	8,698	-346,298	
10	2034	2035	2036	0	4,952,077	18.35	90,871	0	128,934	8,698	-393,059	
11	2035	2036	2037	0	4,952,077	18.35	90,871	0	128,934	8,698	-439,821	
12	2036	2037	2038	0	4,952,077	18.35	90,871	0	128,934	8,698	-486,582	
13	2037	2038	2039	0	4,952,077	18.35	90,871	0	128,934	8,698	-533,343	
14	2038	2039	2040	0	4,952,077	18.35	90,871	0	128,934	8,698	-580,104	
15	2039	2040	2041	0	4,952,077	18.35	90,871	0	128,934	8,698	-626,866	
16	2040	2041	2042	0	4,952,077	18.35	90,871	0	128,934	8,698	-673,627	
17	2041	2042	2043	0	4,952,077	18.35	90,871	0	128,934	8,698	-720,388	
18	2042	2043	2044	0	4,952,077	18.35	90,871	0	128,934	8,698	-767,149	
19	2043	2044	2045	0	4,952,077	18.35	90,871	0	128,934	8,698	-813,911	
20	2044	2045	2046	0	4,952,077	18.35	90,871	0	128,934	8,698	-860,672	
21	2045	2046	2047	0	4,952,077	18.35	90,871	0	128,934	8,698	-907,433	
Totals				4,952,077			1,476,647		2,142,692	147,866		

Requires Minimum Tax Payment of \$22718 for tax year 2028 and \$90,871 for tax years 2029 through 2046