



AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Members

- Chairperson Schlice
- Vice-Chairperson Gardner
- Alderperson Kneebone
- Commissioner Beacom
- Commissioner Kemmeter
- Commissioner Ladick
- Commissioner Barrett

Date and Time: January 15, 2026
3:00 PM

Location: Stevens Point Police Department
Community Room
933 Michigan Avenue
Stevens Point, WI 54481

OR

Zoom Teleconferencing
Meeting ID: 870 7893 0127
Passcode: 424186

By _____ Computer:
<https://us02web.zoom.us/j/87078930127?pwd=yearR1iRuBilM5NWXr1jEaqbnM0xSOt.1>

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

Opening Section:

1. Roll Call
2. Persons who wish to address the Board on specific agenda items other than a “Public Hearing” must register their request at this time. Those who wish to address the Board during a “Public Hearing” are not required to identify themselves until the “Public Hearing” is declared open by the Chairperson
3. Public comment for pre-registered individuals for matters appearing on the agenda

Discussion and Possible Action on the Following:

1. Approval of Minutes from the December 2nd, 2025 meeting of the Redevelopment Authority
2. Presentation and Public Hearing on an application from the Redevelopment Authority of the City of Stevens Point to the Environmental Protection Agency (EPA) for the 2026 EPA Brownfields Cleanup Grant for remediation of select contamination at and around 1200 Main Street and nearby parcels (Parcel IDs 281240832202950, 281240832202969, 281240832202972, 281240832202804, and 281240832202814).
3. Adjourn into closed session (approximately 3:10 P.M.) pursuant to Wisconsin Statutes 19.85(1)(e) (deliberating or negotiating the purchasing of public properties, the investing of

public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) on the following:

- A. Negotiating a development agreement for a Redevelopment Authority Owned Property in Tax Incremental Financing (TIF) District 10.
4. Reconvene into open session for adjournment
5. Adjournment

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.

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



MINUTES

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Members

- Chairperson Schlice
- Vice-Chairperson Gardner
- Alderperson Kneebone
- Commissioner Cooper
- Commissioner Kemmeter
- Commissioner Ladick
- Commissioner Barrett

Date and Time:	December 2, 2025 3:00 PM	Location:	Stevens Point Police Department Community Room 933 Michigan Avenue Stevens Point, WI 54481
			OR
			Zoom Meeting: Zoom Link Meeting ID: 826 1361 9246 Passcode: 814159 Phone: +1 312 626 6799 US (Chicago)

Opening Section:

1. Roll Call

- Meeting called to order at 3:00 P.M.
- Members Present: Schlice, Gardner, Kneebone, Cooper, Kemmeter, Ladick, Barrett
- Members Excused: None
- Members Absent: None

Chairperson Schlice noted that Commissioner Dave Cooper will be retiring at the end of December at the conclusion of his term, recognizing his 17 years of community service and thanked him for his contributions.

- 2. Persons who wish to address the Board on specific agenda items other than a “Public Hearing” must register their request at this time. Those who wish to address the Board during a “Public Hearing” are not required to identify themselves until the “Public Hearing” is declared open by the Chairperson**
- 3. Public comment for pre-registered individuals for matters appearing on the agenda**

Staff noted that Andrea Olson was registered to speak during the public hearing and had also requested to comment on Item 3 as it relates to the same project.

Discussion and Possible Action on the Following:

1. Approval of Minutes from the July 31, 2025 and October 14, 2025, meetings of the Redevelopment Authority

- Background: Minutes from the July 31st, 2025 and October 14th, 2025 meetings of the Redevelopment Authority were included in the agenda packet.
- Motion: Kemmeter moves to approve the minutes from the July 31st, 2025 and October 14th, 2025 meetings of the Redevelopment Authority.
- Second: Cooper seconds the motion.
- Discussion: None.
- Vote: Unanimous approval.

2. Presentation and Public Hearing on a proposal from Commonwealth Development Corporation for the redevelopment of a portion of the former Shopko site (Parcels 281240832202950, 281240832202969, 281240832202804, and 281240832202814).

- Background: Director Kivela gave a brief presentation regarding the results of the common council meeting that reviewed the financial aspects of the project. Commonwealth Development Corporation provided additional information on the revised proposal.
- Public Hearing: Chairperson Schlice opened the public hearing on the proposal and reminded speakers to limit comments to the proposed development and the Shopko site, and to keep remarks to approximately three to five minutes.

Jenny Burton, 5718 Sandpiper Drive, said that she has attended all public meetings on the project and appreciates the public input gathered. She praised the way the City, developers, and downtown stakeholders worked together and described the revised proposal as a “win-win-win” for the City, the downtown, and residents.

Keith Pilger, 733 Ridge Road, and on behalf of Anderson O’Brien, 1257 Main Street, acknowledged improvements to the parking plan but remained concerned that 76 stalls would not be sufficient for a 50-unit building. He noted that the current Targeted Area Master Plan appears to allocate parking primarily to the new developments and does not adequately address parking needs for existing downtown businesses. He urged the RDA to require staff to bring back a plan with dedicated parking for existing businesses.

Gerald Farer, 12315 Acadia Lane, stated that when the Executive Place project was approved, they received access to City parking (excluding 60 stalls immediately adjacent to Shopko) prior to obtaining a building permit and that downtown businesses rely on that parking. He expressed concern that the current master plan shows no dedicated area for existing public parking and emphasized that parking has been a long-standing issue downtown. He urged the RDA to honor existing understandings about access to parking, develop a comprehensive plan for the entire Shopko area, and consider alternative locations for the daycare to reduce costs.

Deb Canipple, representing Frame Memorial Presbyterian Church (1300 Main Street) and as a resident, 611 Sumarie Avenue, spoke in support of the inclusion of mixed-income housing and a

daycare center, calling housing a fundamental human need and a key tool in addressing systemic poverty. She cited information from a 2025 housing affordability report indicating that a substantial share of Stevens Point renters are housing-cost burdened. She stated that mixed-income housing and accessible childcare can help reduce poverty and improve living conditions, and expressed support for the project.

Bob Butt, 1434 Clover Heights, owner of 944 Main Street, said he has compiled a list of potential negative impacts on downtown from the project. He emphasized that while he considers it a good project, he believes it is in the wrong location. He described the downtown as a central business district that should prioritize commercial activity rather than large-scale residential development and expressed concerns about the financial structure, cost per unit, parking, and the location of the project. He argued that affordable housing could be sited in other locations in the community.

Andrea Olson, 410 Franklin Street, said that she believes the current proposal will leave insufficient space for additional mixed-use buildings and limit future development options on the remaining portions of the site. She said that any future developments on the site may struggle with sufficient parking, leaving little opportunity for more commercial spaces. She expressed concerns about the current daycare's rules and its ability to address broader citywide needs. In reference to Item 3 (development agreement and TIF), she questioned why the City is committing this level of TIF support in the downtown district rather than exploring similar projects in other TIF districts and encouraged the City to reconsider the location.

Troy Hojnacki, 217 Hummel Lane, owner of 912 Main Street, stated that he is not opposed to affordable housing or the project concept, but doesn't agree with the location. He said that downtown is a central business district. He noted that there is no finalized agreement yet with UWSP for the proposed daycare and recommended postponing the project until there is a clearer plan for parking and remaining parcels.

After all speakers were heard, Chairperson Schlice asked twice for any additional comments. Hearing none, he closed the public hearing.

No action taken under Item 2. Public input received and entered into the record for consideration under Item 3.

- 3. 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: Staff summarized and clarified issues raised during the public hearing and earlier discussions. Staff and Commonwealth Development Corporation answered questions from the commissioners. Controller/Treasurer Ladick answered financial questions from commissioners.
 - Motion: Kneebone moves to approve the 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 the former Shopko site, with

an amendment to replace Exhibit F with the version that incorporates the base value calculation as discussed.

- Second: Kemmeter seconds the motion.
- Discussion: Brief discussion confirmed that the amendment to Exhibit F would reflect the more conservative financial analysis, including base value, and that Council had already been apprised of that range.
- Call for the vote: Ayes: Schlice, Kneebone, Kemmeter, Barrett.

Nays: Gardner, Cooper, Ladick. Motion carried.

4. Approval of a Dumpster and Parking Agreement with Point Housing LLC for the Purpose of Facilitating a Downtown Dumpster Program

- Background: Staff presented an updated Dumpster and Parking Agreement with Point Housing LLC to continue the downtown shared dumpster program.
- Motion: Gardner moves approval of the updated Dumpster and Parking Agreement with Point Housing LLC as amended.
- Second: Ladick seconds the motion.
- Discussion: None.
- Vote: Unanimous approval.

5. Adjournment

- Meeting adjourned at 4:16 P.M.

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 1.3 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 \$93,396 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 \$708,000. 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).

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).

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 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	708000	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	18.86	0	0	0	0	0
2	2026	2027	2028	0	0	18.86	0	0	0	0	0
3	2027	2028	2029	1,238,019	1,238,019	18.86	23,349	79,750	0	-56,401	
4	2028	2029	2030	3,714,058	4,952,077	18.86	93,396	128,934	0	-91,939	
5	2029	2030	2031	0	4,952,077	18.86	93,396	128,934	0	-127,476	
6	2030	2031	2032	0	4,952,077	18.86	93,396	128,934	0	-163,014	
7	2031	2032	2033	0	4,952,077	18.86	93,396	128,934	0	-198,552	
8	2032	2033	2034	0	4,952,077	18.86	93,396	128,934	0	-234,090	
9	2033	2034	2035	0	4,952,077	18.86	93,396	128,934	0	-269,627	
10	2034	2035	2036	0	4,952,077	18.86	93,396	128,934	0	-305,165	
11	2035	2036	2037	0	4,952,077	18.86	93,396	128,934	0	-340,703	
12	2036	2037	2038	0	4,952,077	18.86	93,396	128,934	0	-376,240	
13	2037	2038	2039	0	4,952,077	18.86	93,396	128,934	0	-411,778	
14	2038	2039	2040	0	4,952,077	18.86	93,396	128,934	0	-447,316	
15	2039	2040	2041	0	4,952,077	18.86	93,396	128,934	0	-482,854	
16	2040	2041	2042	0	4,952,077	18.86	93,396	128,934	0	-518,391	
17	2041	2042	2043	0	4,952,077	18.86	93,396	128,934	0	-553,929	
18	2042	2043	2044	0	4,952,077	18.86	93,396	128,934	0	-589,467	
19	2043	2044	2045	0	4,952,077	18.86	93,396	128,934	0	-625,004	
20	2044	2045	2046	0	4,952,077	18.86	93,396	128,934	0	-660,542	
21	2045	2046	2047	0	4,952,077	18.86	93,396	128,934	0	-696,080	
Totals			4,952,077	1,517,688		1,517,688	2,142,692	0			

Requires Minimum Tax Payment of \$23349 for tax year 2028 and \$93,396 for tax years 2029 through 2046

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 1.3 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 \$93,396 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 \$708,000. 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).

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).

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 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	708000	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	18.86	0	0	0	0	0	
2	2026	2027	2028	0	0	18.86	0	0	0	0	0	
3	2027	2028	2029	1,238,019	1,238,019	18.86	23,349	0	79,750	13,353	-69,754	
4	2028	2029	2030	3,714,058	4,952,077	18.86	93,396	0	128,934	13,353	-118,645	
5	2029	2030	2031	0	4,952,077	18.86	93,396	0	128,934	13,353	-167,535	
6	2030	2031	2032	0	4,952,077	18.86	93,396	0	128,934	13,353	-216,426	
7	2031	2032	2033	0	4,952,077	18.86	93,396	0	128,934	13,353	-265,317	
8	2032	2033	2034	0	4,952,077	18.86	93,396	0	128,934	13,353	-314,208	
9	2033	2034	2035	0	4,952,077	18.86	93,396	0	128,934	13,353	-363,098	
10	2034	2035	2036	0	4,952,077	18.86	93,396	0	128,934	13,353	-411,989	
11	2035	2036	2037	0	4,952,077	18.86	93,396	0	128,934	13,353	-460,880	
12	2036	2037	2038	0	4,952,077	18.86	93,396	0	128,934	13,353	-509,770	
13	2037	2038	2039	0	4,952,077	18.86	93,396	0	128,934	13,353	-558,661	
14	2038	2039	2040	0	4,952,077	18.86	93,396	0	128,934	13,353	-607,552	
15	2039	2040	2041	0	4,952,077	18.86	93,396	0	128,934	13,353	-656,443	
16	2040	2041	2042	0	4,952,077	18.86	93,396	0	128,934	13,353	-705,333	
17	2041	2042	2043	0	4,952,077	18.86	93,396	0	128,934	13,353	-754,224	
18	2042	2043	2044	0	4,952,077	18.86	93,396	0	128,934	13,353	-803,115	
19	2043	2044	2045	0	4,952,077	18.86	93,396	0	128,934	13,353	-852,005	
20	2044	2045	2046	0	4,952,077	18.86	93,396	0	128,934	13,353	-900,896	
21	2045	2046	2047	0	4,952,077	18.86	93,396	0	128,934	13,353	-949,787	
Totals				4,952,077		1,517,688		2,142,692	227,001			

Requires Minimum Tax Payment of \$23349 for tax year 2028 and \$93,396 for tax years 2029 through 2046

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is entered into effective as of the last signature date below (the “Effective Date”) by and between the City of Stevens Point, a Municipal corporation with primary offices located at 1515 Strongs Avenue, Stevens Point, WI 54481 (the “City”) and the Partnering Together of Portage County, Inc., a Wisconsin non-stock corporation with primary address located at 3524 Regent Street, Stevens Point, WI 54481 (“PTPC”)

RECITALS

1. PTPC wishes to acquire the property located at 2854 Church Street, Stevens Point WI 54481 (the “Property”) for purposes of converting it into a year-round residential shelter for unhoused individuals (the “Shelter”).
2. PTPC will fund and undertake the work needed to modify and remodel the Property to be suitable for use as the Shelter (the “Renovations”).
3. Subsequent to completion of the Renovations, PTPC will operate the Shelter indefinitely.
4. PTPC is unable to fund the acquisition of the Property from its current owner, Elodin Holdings LLC (“Elodin”).
5. The City is willing to fund PTPC’s acquisition of the Property in exchange for PTPC’s agreement to operate the Shelter indefinitely.

TERMS

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

- I. Offer to purchase:** PTPC has or will execute an offer to purchase (“Offer”) the Property from Elodin for the sum of \$150,000.00 (one hundred and fifty thousand dollars). A copy of the Offer is attached as **Exhibit A**.
- II. City to Provide Purchase Money:** At the time, date, and location selected for closing on PTPC’s purchase of the Property from Elodin, the City shall provide payment to Elodin in the amount of \$150,000.00 to satisfy the purchase price of the Property. PTPC shall be responsible for any closing costs or other fees necessary to acquire the Property which exceed the \$150,000.00 threshold.
- III. Commitment to Operate as Shelter:** In consideration of City’s obligation to fund the purchase of the Property under Section II, PTPC agrees to operate the Shelter at the Property indefinitely. The City shall have no obligation to provide assistance or resources of any type to PTPC in furtherance of operating the Shelter, but may elect to do so from time to time as determined by City staff and the Common Council. Subsequent to taking ownership of the Property, PTPC shall undertake renovations of the Property as necessary

to permit its use as the Shelter. PTPC agrees that it expects to commence operation of the Shelter by approximately May 1, 2026.

- IV. Right of City to Take Ownership of the Property:** In the event that PTPC ever ceases operation of the Shelter for a period of time longer than 12 months, the City shall have the right to take ownership of the Property. If the City elects to do so by affirmative vote of the Common Council, it shall notify PTPC by certified mail sent to the registered agent of PTPC or its successor or assign indicating its intent to take ownership of the Property. Upon receipt of such notice, PTPC or its successor or assign shall execute within 30 days a quitclaim deed for the Property transferring its ownership to the City.

- V. Mortgages, Deeds, Transfers, and Other Encumbrances of the Property:** PTPC shall not mortgage, pledge, or otherwise encumber the Property without written permission from the City. PTPC shall not deed, lease, or otherwise transfer ownership or possession of the Property to any other party without written permission from the City.

- VI. Permits, Inspections, and Other Regulatory Approvals:** PTPC shall be responsible for acquiring all permits, inspections, and regulatory approvals necessary for converting the Property to a shelter type use and for operating the Property as the Shelter. Nothing contained herein shall in any way waive, grant, condition, or otherwise affect the procedures established under applicable law or ordinance for the review and granting of such permits and approvals.

- VII. Successors, Assignment, or Delegation.** PTPC may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval from the City, which will not be unreasonably withheld. All obligations of PTPC arising under this Agreement shall transfer to any successor or assign of PTPC in the event that the City agrees to such assignment.

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

CITY OF STEVENS POINT

PARTNERING TOGETHER PORTAGE COUNTY , INC.

By:

By:

Name: Mike Wiza
Title: Mayor
Date:

Name: Gregg Hansel
Title:
Date:

CITY OF STEVENS POINT

PARTNERING TOGETHER PORTAGE COUNTY, INC.

By:

Name: Susan Pagel
Title: City Clerk
Date:

By:

Name:
Title:
Date:

DRAFT

DRAFT ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES

Former Shopko Redevelopment Site
Stevens Point, Wisconsin

WDNR BRRTS CASE IDs:
02-50-586653 (ERP; Open)
02-50-595099 (ERP; Open)

USEPA ACRES IDs:
242495
292496

DRAFT

Lynelle P. Caine
Sr. Brownfields Project Manager

Stu Gross, P.G.
QA/QC Manager



January 16, 2026
Project Number 193711745

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY	1
2.0 BACKGROUND INFORMATION	3
2.1 HISTORIC PROPERTY USE/OCCUPANCY	3
2.2 ENVIRONMENTAL SITE INVESTIGATIONS.....	3
3.0 REMEDIAL ACTION OPTIONS EVALUATION.....	5
3.1 PROPOSED PROPERTY REDEVELOPMENT	5
3.2 CLEANUP STANDARDS AND APPLICABLE LAWS.....	5
3.3 REMEDIAL ACTION OPTIONS EVALUATION.....	5
4.0 SELECTED REMEDIAL ACTION OPTION	7
4.1 SELECTED REMEDIAL ACTION OPTION	7
4.2 SCHEDULE	9
4.3 ESTIMATED COST	9
4.4 RESTORATION TIME FRAME.....	9
4.5 PERFORMANCE MEASURES.....	9
4.6 TREATMENT RESIDUALS	9
4.7 SUSTAINABLE REMEDIAL ACTION CONSIDERATIONS.....	10
4.8 ADDITIONAL REMEDIAL ACTIONS.....	10
5.0 DISCLAIMER AND LIMITATIONS.....	11
6.0 REFERENCES	12

FIGURES

- Figure 1: Site Location & Local Topography
- Figure 2: Former Shopko Parcels and Proposed Cleanup Area
- Figure 3a: Estimated Extent of RCRA Metal Contamination in Soil
- Figure 3b: Estimated Extent of PAH Contamination in Soil
- Figure 3c: Estimated Extent of VOC Contamination in Soil
- Figure 4: Groundwater Flow Map
- Figure 5: Estimated Extent of Groundwater Impacts
- Figure 6: Proposed Reuse Features

TABLES

- Table 1: Analysis of Brownfield Cleanup Alternatives

APPENDIX

- Appendix A: Shopko Redevelopment - Current & Proposed Boundaries
- Appendix B: Proposed Redevelopment Plans/Renderings

GENERAL INFORMATION

FACILITY: Shopko Redevelopment Site,
0 and 1200 Main Street; Portion of Strongs Avenue and Church Street rights-of-way
(ROW)
Stevens Point, Wisconsin

PARCEL IDs **Northern 3.06 acres of PINs:**
281240832202950;
281240832202969;

Strongs Avenue ROW PIN:
281240832202972;

Church Street ROW PINs:
281240832202804;
281240832202814;

SIZE: 4.51-acres

USEPA ACRES ID: 242495
292496

WDNR BRRTS #s: 02-50-586653 (ERP; Open)
02-50-595099 (ERP; Open)

PROPERTY LOCATION: NE1/4 of the NW 1/4 of Section 32, Township 24 North, Range 08 East,
Portage County, Wisconsin

PROPERTY OWNER: Redevelopment Authority of the City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Contact: Mr. Chris Klesmith
Economic Development Specialist
City of Stevens Point, Wisconsin
1515 Strongs Avenue
Stevens Point, WI 54481
Phone: (715) 341-4171
Email: cklesmith@stevenspoint.com

CONSULTANT: Stantec Consulting Services Inc.
1165 Scheuring Road
De Pere, Wisconsin 54115

Contact: Lynelle P. Caine
Sr. Brownfields Project Manager
Phone: (920) 655-7211
Email: Lynelle.caine@stantec.com

WDNR OVERSIGHT: Wisconsin Department of Natural Resources
1300 W. Clairemont
Eau Claire, Wisconsin 54701

Contact: Mr. Peter Raymond
Senior Hydrogeologist
Phone: (715) 279-3742
Email: peter.raymond@wisconsin.gov

1.0 EXECUTIVE SUMMARY

Stantec Consulting Services Inc. (Stantec) completed this **DRAFT** Analysis of Brownfields Cleanup Alternatives (ABCA) on behalf of the Redevelopment Authority of the City of Stevens Point (RDA), for five parcels located at 0 and 1200 Main Street and portions of Strongs Avenue and Church Street rights-of-way associated with the former Shopko retail store site in the City of Stevens Point's (City) downtown. The RDA intends to redevelop the parcels and realign Strongs Avenue and College Court to provide more connectivity in the City's downtown. To facilitate redevelopment, the RDA intends to conduct parcel reconfiguration which would split the current parcels into three "Lots" and two proposed "Out Lots" as depicted on the figure in **Appendix A**. Cleanup efforts outlined in this ABCA will be associated with all of proposed Lots 1 and 2, College Court expansion, and a portion of present day Strongs Avenue. In total, the area of environmental cleanup will occupy approximately 4.51-acres (herein referred as the "Phase I Cleanup Area" or "Cleanup Area"). The Cleanup Area relative to local topography is illustrated on **Figure 1**. The Cleanup Area in relation to the current parcel boundaries is depicted on **Figure 2**.

This **DRAFT** ABCA was prepared utilizing the framework provided in ch. NR 722 Wisconsin Administrative Code (WAC) (NR 722) for a Remedial Action Options Report (RAOR).

The United States Environmental Protection Agency (USEPA) Assessment, Cleanup, and Redevelopment Exchange System (ACRES) identification numbers associated with prior assessment work at the Subject Property are 242495 and 292496.

Through extensive investigation history, significant residual soil, and groundwater impacts from petroleum and/or hazardous substances is present onsite. Impacts are largely associated with prior commercial uses and/or placement of historical fill which will complicate redevelopment. Groundwater contamination has also migrated to the Cleanup Area from an off-site source. Contamination present within the Cleanup Area is summarized below.

Soil. As illustrated on **Figures 3a-3c**, volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and heavy metals were detected in soil at concentrations greater than applicable health-based ch. NR 720 WAC (NR 720) Residual Contaminant Levels (RCLs) and/or Background Threshold Values (BTVs).

Groundwater. The potentiometric surface of shallow groundwater grades downward towards the southeast towards the Wisconsin River, which serves as a constant head boundary for regional groundwater as illustrated on **Figure 4**. VOCs and heavy metals were detected in groundwater at concentrations greater than applicable health-based ch. NR 140 WAC (NR 140) groundwater quality standards. It appears that chlorinated VOCs in groundwater have migrated from an off-site upgradient source. The extents of groundwater impacts can be found on **Figure 5**.

Vapor Intrusion. Sub-slab vapor samples were collected beneath the former Shopko building prior to demolition. Sample results identified multiple VOCs exceeding laboratory limits of detection but lower than applicable state regulatory limits, however, the heating and cooling systems were not operating at the time of sampling. Remaining portions of the Cleanup Area have been vacant and undeveloped. Therefore, the vapor intrusion pathway could not be quantitatively evaluated in full. Soil and/or groundwater with residual VOC impacts extends beneath areas of the proposed multi-family residential Cleanup Area and/or in areas bisected by utility corridors. Therefore, residual VOC impacts could pose a threat to indoor air quality due to vapor intrusion directly into the structure and/or through new or future preferential flow pathways into the structure. It is recommended that any new occupied structures at this property must consider implementation of vapor mitigation technologies in accordance Wisconsin remedial action laws.

A developer has secured/stacked the necessary funding to redevelop western portions of Lot 2 of the Cleanup Area for low to moderate income (LMI) multi-family housing. As illustrated on the plan set in **Appendix B**, the redevelopment will include:

- (1) Multi-Family Building [79,620 ft² (4-stories above ground with first-floor interior parking)],
 - ~ 19,905 ft²/floor
 - 11,520 ft² of first-floor interior parking (32 Stalls)
 - 59,715 ft² of residential space comprising 50-units
 - 6,000 ft² of daycare space

January 16, 2026

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES

Former Shopko Redevelopment Site; Stevens Point, Wisconsin

- Landscaped/Greenspace (~ 0.35-acres),
- Asphalt-Paved Parking Lot (~ 0.4-acres), and
- Sidewalks (~ 0.15-acres)

The RDA intends to construct a new transit center on a portion of the former Shopko parcels which will be focused on the City bus system. One proposal includes the construction to take place on Lot 1 as conceptually depicted in **Appendix B**. The transit center to be placed on the former Shopko parcels is still in design but is estimated to include:

- Roof covered open air waiting platform;
- ~ 6,500 ft² of concrete curb and sidewalk;
- ~ 10,700 ft² asphalt pavement
- ~ 23,860 ft² landscape/greenspace

The City also intends to relocate a portion of Strongs Avenue, extend College Court through the Cleanup Area, and update portions of Church Street as depicted on the figure in **Appendix A**. The road construction projects will include installation of new utilities, asphalt pavement, and adjacent sidewalks as depicted in **Appendix B**. In total, the road improvements will include:

- ~ 2,400 lineal feet of new storm, sanitary, and water utilities,
- ~ 60,000 ft² of asphalt pavement, and
- ~ 22,000 ft² new concrete sidewalk

In order to facilitate the above redevelopments in the Cleanup Area, remedial action activities are warranted. Based on the evaluation described herein, the selected remedial approach under this **DRAFT** ABCA includes:

1. Excavation and offsite disposal of soil contaminated with VOCs, PAHs, and heavy metals, from:
 - building foundation excavations;
 - footings for the potential transit center;
 - roadways, softscape areas, general grading; and
 - utility installations
2. Importing clean soil to construct engineered barriers in softscapes to prevent direct contact exposure to residual contaminants;
3. Installing impermeable caps (asphalt and concrete) to prevent direct contact exposures in the new roadways, multi-family residential, and potential transit center developments; and
4. Design of a sub-slab depressurization system (SSDS) to prevent the risk for vapor intrusion into the multi-family residential structure.

The following additional remedial activities to facilitate the proposed non-industrial redevelopment will be completed in the future by others and therefore are not evaluated in this ABCA:

- Construction of finished surfaces of the sitewide engineered barrier including:
 - Softscape (topsoil, turf, plantings) and all hardscaped surfaces on proposed Lot 2 by developer;
 - Hardscaped surfaces within the street right-of-way including (curb, gutter, and asphalt) by the City.
- Construction of stormwater infrastructure/best management practices;
- Establishing appropriate plant materials (i.e., turf, perennials, bushes, trees) in the vegetated areas
- Post-construction groundwater monitoring;
- Installing new utilities, including clay plugs in utility trenches;
- Installation of a SSDS below the multi-family residential building;
- Post-construction sub-slab vapor sampling; and/or
- Establishing institutional controls, continuing obligations and maintenance plans to provide for long-term control of residual soil, groundwater, and vapor impacts, as warranted.

2.0 BACKGROUND INFORMATION

Stantec completed this **DRAFT** ABCA on behalf of the RDA for the approximately 4.51-acre former Shopko Cleanup Area depicted in **Appendix A** within the City of Stevens Point, Wisconsin. The location of the Cleanup Area relative to local topography and current parcel boundaries are illustrated on **Figure 1** and **Figure 2**, respectively. This **DRAFT** ABCA was prepared utilizing the framework provided in ch. NR 722 WAC for a RAOR.

2.1 HISTORIC PROPERTY USE/OCCUPANCY

Commercial & Residential Development. Phase I ESAs were conducted on both current former Shopko parcels in 2023 and 2024. The results indicate that the former Shopko parcels encompassing the Cleanup Area were comprised of numerous small residential and commercial parcels. Former commercial businesses included a print shop, filling stations, and retail stores. Historical documents reveal this portion of the City has gone through extensive parcel consolidation, address changes, and street reconfiguration in the last 100 years.

Property Ownership. The former Shopko building parcel (PIN: 281240832202950) was purchased by the City from Division Main, LLC on November 30, 2023. A Phase I ESA was completed by Stantec (2023) per the All-Appropriate Inquiries (AAI) rule detailed in 40 CFR §312.21 utilizing ASTM E1527-21 on behalf of the City on November 15, 2023 prior to parcel acquisition. The adjoining former Shopko Parking Lot parcel (PIN: 281240832202969) was retained by the City from the RDA prior to the grant application submittal. An AAI and ASTM E1527-21 compliant Phase I ESA (2024) was completed within 180 days of the acquisition. Prior RDA ownership was obtained through the accumulation of numerous small parcels in the early 1980s which were situated entirely on, or portions of, the current parking lot parcel.

A third AAI and ASTM E1527-21 compliant Phase I ESA was completed by Stantec (2025) on behalf of the City and RDA on August 8, 2025 which included City parcels (PIN: 281240832202804; 281240832202814; 281240832202950; 281240832202969; 281240832202972). These five parcels were later transferred by quit-claim deed back to the RDA on August 26, 2025. The RDA currently owns all five parcels which encompass the Cleanup Area.

Since taking ownership, the RDA has maintained compliance with required continuing obligations and no records have been identified indicating the RDA is considered potentially liable or known to be affiliated with any other person that is potentially liable for contamination at the former Shopko parcels. Proposed redevelopments associated with the Cleanup Area are illustrated in **Appendix B**.

2.2 ENVIRONMENTAL SITE ASSESSMENTS & INVESTIGATIONS

Stantec 2023 – Former Shopko Building Phase I ESA. The Phase I ESA identified the following recognized environmental conditions (RECs):

- The historic presence of multiple filling stations, automotive repair shops, print shop, and laundry/drycleaner businesses formerly located on or adjacent the Subject Property;
- The presence of tetrachloroethene (PCE)-contaminated groundwater extending onto the Subject Property from known releases to the north across Centerpoint Drive; and
- The proximity of residually PCE impacted soil and groundwater from adjacent sites to the west and south of the Subject Property which poses a potential vapor encroachment condition (VEC).

Stantec 2024 – Former Shopko Parking Lot Phase I ESA. The Phase I ESA identified the following RECs:

- The historic presence of multiple filling stations, automotive repair shops, print shop, and laundry/drycleaner businesses formerly located on or adjacent the Subject Property;
- The open Environmental Repair Program (ERP) case associated with contamination identified on the Subject Property;
- The presence of PCE-contaminated groundwater extending onto the Subject Property from known releases to the north across Centerpoint Drive;
- The open ERP case on the adjoining former Shopko building parcel; and
- The proximity of residually PCE impacted soil and groundwater from adjacent sites to the west and south.

Stantec – Former Shopko Parking Lot Phase II ESA and Site Investigation. 31 soil borings and 11 temporary monitoring wells were installed on the parcel for environmental analysis as part of Phase II ESA and SI works completed on the former Shopko Parking Lot parcel between 2020 and 2023. Laboratory analysis of shallow soil samples collected from 0 to 4 ft bgs at the Site detected numerous VOCs, PAHs, and/or heavy metals exceeding the WAC NR 720 RCLs for groundwater protection and/or non-industrial direct contact. Benzo(a)pyrene was detected above industrial direct contact RCLs in multiple boreholes.

Based on sampling results, it was surmised that soil contamination on-site does not appear to be significantly affecting groundwater quality at the parcel. However, chlorinated VOCs were identified in the groundwater on-site. The available data indicates chlorinated VOCs are likely associated with the Dun-Rite Cleaners release upgradient of the parcel and not believed to be associated with historical activities conducted onsite. Petroleum impacts identified in the groundwater appear to consist of total trimethylbenzenes exceeding WAC NR140 ES and are not likely widespread. Therefore, no further groundwater monitoring appears to be necessary.

Stantec – Former Shopko Building Phase II ESA. During December 2023, Stantec completed a Phase II ESA on behalf of the City for the former Shopko Building located at 1200 Main Street. During the Phase II ESA, 9 soil borings were installed on the parcel with temporary groundwater monitoring wells constructed in 3 borings. The soils encountered at the parcel consist primarily of fine to medium grained sand and gravel up to 16 ft bgs. Brick debris and black mottling were observed in borings up to 8 feet bgs, likely indicative of historic urban fill.

Laboratory analysis of soil samples collected from the former Shopko Building parcel detected lead, benzo(a)pyrene, chrysene, and VOCs exceeding respective NR720 RCLs for groundwater protection and/or direct contact exposure. Benzo(a)pyrene was the only contaminant detected in excess of RCLs based on direct contact exposure. PCE is the most widespread contaminant identified on the parcel and is likely related to historic offsite releases with which also impact the Property. Detections of lead, benzo(a)pyrene, and chrysene are likely associated with historic fill observed onsite.

Groundwater analysis identified multiple VOCs including trichloroethene (TCE) and methylene chloride exceeding the NR140 preventative action limit (PAL) in two of the three temporary monitoring wells installed at the parcel. PCE and bromodichloromethane were also detected exceeding the NR140 enforcement standard (ES) in one or more wells.

Demolition of the former Shopko building began in July 2024. Prior to demolition, four sub-slab vapor extraction ports were installed within the floor of the building and sampled for VOCs. Vapor analysis revealed numerous detections including TCE and PCE above laboratory minimum detection limits. However, none of the detections exceeded their respective Wisconsin Vapor Risk Screening Levels (VRSLs) for large commercial/industrial, small commercial, and residential sites. It should be noted that samples were collected when the buildings HVAC system was not in operation.

Stantec 2025 – Former Shopko Site and Associated Parcels Phase I ESA. The Phase I ESA identified the following recognized environmental conditions (RECs):

- The historic presence of multiple filling stations, automotive repair shops, print shop, and laundry/drycleaner businesses formerly located on or adjacent the Subject Property;
- The open Environmental Repair Program (ERP) cases associated with contamination identifies on the Subject Property;
- The presence of tetrachloroethene (PCE)-contaminated groundwater extending onto the Subject Property from known releases to the north across Centerpoint Drive; and
- The proximity of residually PCE impacted soil and groundwater from adjacent sites to the west and south of the Subject Property which poses a potential vapor encroachment condition (VEC).

3.0 REMEDIAL ACTION OPTIONS EVALUATION

3.1 PROPOSED PROPERTY REDEVELOPMENT

Redevelopment of the former Shopko parcels has been part of the vision for the City since Shopko closed the onsite retail store in 2019. At present, the greatest community need in the City is healthy housing, especially for LMI households. To meet this demand, the proposed project will introduce a new 50-unit multi-family residential housing building on Lot 2 of the Cleanup Area. The residential redevelopment project aims to be generationally diverse, providing safe, stable, and supportive housing for low-income families. The development also seeks to accommodate individuals with children by providing a 6,000 sq ft childcare facility within the building. The childcare facility is likely to be staffed by the University of Stevens Point's University Child Learning and Care Center (UCLCC).

The City is also seeking to construct a transit center which would potentially be established on Lot 1 of the Cleanup Area. A new transit center will provide a much-improved hub for public transportation and protection for users from the outdoor elements. The City also has plans to extend College Court and relocate the northern portion of Strongs Avenue through the current parcels. The proposed transit center and new roadways will enhance community connectivity between residential neighborhoods north of downtown to the City's commercial center. The proposed transit center will also improve the City's public transportation system connecting residents to employment opportunities and services City-wide. Proposed reuse features for the Cleanup Area are depicted on the **Figure 6**.

However, as illustrated on **Figures 3a-3c** and **Figure 5**, significant soil and groundwater impacts remain in the Cleanup Area which must be mitigated to facilitate the proposed reuse.

3.2 CLEANUP STANDARDS AND APPLICABLE LAWS

Remedial activities proposed under this **DRAFT** ABCA will be completed per the requirements of ch. NR 700 WAC. The WDNR will provide regulatory oversight of the project, including reviewing/approving plans and reports described in Section 4 of this **DRAFT** ABCA.

Cleanup soil quality standards are established in ch. NR 720 WAC and groundwater quality standards are established in ch. NR 140 WAC. Criteria for beneficial reuse of soil/fill at the Property are established under ch. NR 718 WAC. Toxicity thresholds specified in 40 CFR 261 will be used to determine proper waste/material management. Impacted soil/fill generated during excavation will be managed per ch. NR 600 WAC and ch. NR 500 WAC.

3.3 REMEDIAL ACTION OPTIONS EVALUATION

Soil and groundwater impacts relative to proposed Cleanup Area features are illustrated on **Figures 3a-3c** and **Figure 5**, respectively. Significant soil and groundwater impacts are expected to be encountered during redevelopment. As such, remedial action activities are warranted to facilitate redevelopment at the Property. An evaluation of three remedial options was conducted utilizing criteria presented in ch. NR 722.07(4) WAC and ch. NR 722.09(2m) WAC to address legacy environmental impacts to facilitate redevelopment for non-industrial purposes. As summarized on **Table 1**, the remedial options evaluated under this **DRAFT** ABCA includes:

1. Natural Attenuation (no action).
2. Excavate all impacted soils for offsite licensed landfill disposal; import clean backfill to final grade; and establish an institutional control to manage residual groundwater impacts.
3. Removal and landfill disposal of only the impacted materials required to facilitate construction projects (foundations, utilities, grading, etc.); capping areas of residual contamination with impermeable surfaces or a WDNR approved thickness of clean soil to prevent direct contact with residual impacted soil; design of an SSDS to be installed beneath the proposed building to mitigate the risk of vapor intrusion.

In general, each remedial option is considered technically feasible; however, the short and long-term effectiveness of each remedial option's capability to be protective of public health, safety, and welfare of the environment, reasonableness, resilience to address potential adverse impacts from extreme weather events, and cost associated with each approach varies greatly.

Alternative 1. Although the cost to implement remedial Alternative 1 is the least of the three options, many of the constituents associated with residual impacts are considered recalcitrant to natural attenuation. The overall magnitude, mobility, and toxicity of impacts would not decrease readily, and Cleanup Area restoration will not occur within a reasonable timeframe. Following redevelopment, impacts would be near sensitive receptors and impacts could be mobilized during extreme weather events. Therefore, Remedial Alternative 1 is not considered a prudent approach.

Alternative 2. Excavation and offsite disposal of ALL impacted soils proposed in Alternative 2 will be effective in long-term elimination of the mobility, toxicity, and magnitude of residual soil impacts and would not be impacted by extreme weather events. However, the landfill cost alone for Alternative 2 is excessive (estimated at over \$5.2 million). Further, Alternative 2 will require an equal volume of clean fill to be imported to the Cleanup Area to return to current grade (estimated \$1.2 million). Therefore, Alternative 2 is not considered a sustainable option.

Alternative 3. Remedial Alternative 3 will consist of:

- Removal and offsite landfill disposal of approximately 28,000 CY of impacted soil from the Cleanup Area. Excavations will occur for:
 - Lot 2 residential building foundation/underground parking installation
 - Lot 2 excavation to facilitate installation of landscape cap and hard surface caps
 - Strong's Avenue and College Court utility installations.
 - Lot 1 excavation of footings for the potential transit center.
 - Lot 1 excavation to facilitate installation of landscape cap and hard surface caps
- Importing clean soil granular backfill (9,700 CY) in utility excavations and to construct engineered soil caps (3,100 CY) in areas that will remain landscaped. Future areas where paved surfaces will be installed on Lot 2 and in the respective road right of ways will be backfilled with 6 inches of gravel road base (5,950 CY).
- Hardscape surfaces consisting of sidewalks (22,000 SF) will be installed in portions of the Cleanup Area to serve as an impermeable cap to avoid direct contact concerns.
- Hardscape surfaces including concrete and asphalt (13,000 SF) on portions of Lot 1 to address potential direct contact concerns.
- Design of SSDS to prevent the risk for vapor intrusion into the multi-family residential structure.

The engineered barriers and clean soil caps will prevent direct contact with soil impacts while mitigating the risk for potential adverse extreme weather events exacerbated by climate change (such as mobilization of impacts during flood events). Designing the SSDS will provide for a plan to install the system during future construction. Completion of the hardscape engineered barriers/caps on Lot 2 outside of the scope of this **DRAFT** ABCA is likely to include various amenities (e.g., building, parking lot, outdoor space, and sidewalks), as illustrated in **Appendix B**.

Remedial Alternative 3 will cost-effectively provide for long-term reduction in the mobility, toxicity, and magnitude of impacts. Institutional controls will provide for long-term maintenance of the engineered barrier and will prevent groundwater consumption. Remedial Alternative 3 is considered the most reasonable and cost-effective approach to facilitate proposed redevelopment. Remedial Alternative 3 is the selected remedial alternative based on its short-term and long-term effectiveness, ability to be implemented within the proposed development, restoration time frame, economic feasibility, and sustainability.

4.0 SELECTED REMEDIAL ACTION OPTION

4.1 SELECTED REMEDIAL ACTION OPTION

The selected remedial action option includes up to 4 tasks, as described below:

Task 1. Program Management. Procure and manage QEP; attend two National Brownfield Conferences; preparation of quarterly and annual financial reports; update ACRES database; prepare Grant Closeout Report.

Task 2. Cleanup Oversight

Subtask 2.1. Finalize ABCA and QAPP.

Subtask 2.2. Additional Site Investigation and Waste Characterization Sampling. Representative samples of soil targeted for offsite disposal will be collected and submitted to an analytical laboratory for waste characterization. Additional samples will also be collected to address data gaps across the site and further evaluate contaminant impacts at various depths where excavation activities are planned to sufficiently characterize the soil for future disposal. Based on the results of the sampling, multiple waste profiles/manifests will be established with a licensed solid waste landfill.

Subtask 2.3 Develop a Remedial Action Plan / Material Management Plan. A combined remedial action plan (RAP) and material management plan (MMP), if applicable, will be completed and submitted to WDNR for approval. The RAP/MMP will discuss beneficial reuse of non-VOC impacted soils generated during construction to be reused on-site if future site grades allow. The RAP/MMP will describe the soils targeted for use in the engineered barrier (e.g., quality, placement location, placement depth, etc.) and outline contingency plans for managing fluids (e.g., infiltrated groundwater, stormwater, etc.) and/or other materials encountered during construction. Groundwater monitoring wells in the Cleanup Area (n=9) will be sealed per ch. NR 141 WAC in Task 2.

Subtask 2.4. Design SSDS for Multi-Family Residential Building. A SSDS will be designed for the multi-family residential building to mitigate the risk for vapor intrusion. Plans will be submitted to WDNR for concurrence.

Subtask 2.5. Engineering, Permitting, Develop Bid Specs, and Retain Remedial Contractor. Engineering and design services, procurement of necessary permits to complete the proposed cleanup activities, oversight of contractor work, and community outreach activities will be performed.

Subtask 2.6. Remedial Oversight.

Subtask 2.7. Construction Documentation Report. A construction documentation report will be prepared following completion of site remedial activities. A closure request will also be prepared if applicable. The report will be submitted to WDNR for agency records.

Task 3. Development Cleanup

Subtask 3.1. Excavation/Offsite Disposal & Capping for Proposed Lot 1 (Potential Transit Center). Approximately 2,200 CY of impacted soil will be excavated and hauled to a licensed solid waste landfill. This removal is necessary to facilitate the foundation and footings for the potential transit center and installation of clean soil caps and engineered barriers on the remainder of the site. In turn, clean imported fill and topsoil will be required to complete softscape caps and provide stable sub-base beneath impermeable covers such as asphalt and concrete installed on the remainder of the property.

Subtask 3.2. Excavation/Offsite Disposal & Limited Capping for Proposed Lot 2 (Residential Building). Approximately 10,240 CY of impacted soil will be excavated and hauled to a licensed solid waste landfill. This removal is necessary to prepare the site for construction of the future building with underground parking and the as well as the installation of clean soil caps and engineered barriers outside the building footprint. This task also includes importing clean fill and topsoil onsite to complete softscape caps and provide stable sub-base beneath impermeable covers such as asphalt and concrete.

Subtask 3.3. Excavation/Offsite Disposal, Backfill and Limited Capping for Strongs Avenue, Church Street, and College Court Reconfigurations. Approximately 7,673 CY of impacted soil will be excavated and hauled to a licensed solid waste landfill. This removal is necessary to facilitate proper road grades and installation of new utilities within each section of road. This task includes importing clean granular fill and gravel to provide stable sub-base beneath impermeable covers such as asphalt and concrete and complete limited capping in softscapes. Sidewalks will also be constructed to serve as a cap to address potential direct contact concerns.

Task 4. Community Outreach, Supplies. Community outreach activities will be performed.

DRAFT

4.2 SCHEDULE

A proposed schedule for the implementation of Remedial Alternative 3 is presented on the table below.

Schedule for Remedial Alternative 3

Task #	Task Description	Weeks to Complete
1	Program Management	4- 6 Weeks
2	Develop a Remedial Action Plan / Material Management Plan	2-4 Weeks, pending the results of Task 1
3	Excavation/Offsite Disposal & Capping for Proposed Lot 1 (Potential Transit Center)	4-8 Weeks, pending Landfill approval of waste profile
4	Excavation/Offsite Disposal & Limited Capping for Proposed Lot 2 (Residential Building)	3-8 Weeks
5	Excavation/Offsite Disposal, Backfill & Limited Capping for Strongs Avenue and College Court Reconfigurations	4-16 Weeks, pending landfill approval of waste profile
6	Design SSDS for Multi-Family Residential Building	2-3 Weeks
7	Engineering, Permitting, Contractor Oversight, Program Management, Community Outreach, Supplies, and WDNR Review Fees	Duration of Remedial Alternative 3
8	Construction Documentation Reporting	2-3 Weeks, following completion of Tasks 1-7

4.3 ESTIMATED COST

A preliminary estimate of the total cost for implementation of Remedial Alternative 3 is presented on the table below.

Cost Estimate for Remedial Alternative 3

Task #	Item	Potential Cost
1	Program Management	\$20,700
2	Cleanup Oversight	\$281,200
3	Cleanup	\$2,951,800
4	Community Outreach	\$8,000
	Total Remedial Cost	\$3,261,700

4.4 RESTORATION TIME FRAME

Many of the tasks described in Section 4.2 can be completed concurrently. Given the development schedule, implementation of Remedial Alternative 3 is anticipated to take 12-18 months to complete with the goal of starting street reconfiguration and residential building construction in Summer (July/August 2027). Once the final engineered barriers are constructed by the developer, long-term maintenance will include annual inspections of the engineered barrier and regular maintenance of the SSDS which is not expected to be completed as part of the EPA grant.

4.5 PERFORMANCE MEASURES

Confirmation samples will not be collected as part of the proposed work. Confirmation of cap installation and cap thickness in landscaped areas will be completed.

4.6 TREATMENT RESIDUALS

No additional treatment of residuals is anticipated as part of the proposed work.

4.7 SUSTAINABLE REMEDIAL ACTION CONSIDERATIONS

The described remedial approach relies on removing only the impacted soil which is required for buildings and infrastructure. Site raising will be accomplished by reuse of impacted materials where feasible or utilizing clean capping soil to eliminate direct contact exposure with impacted material and achieve final site grades. This approach minimizes transporting of soil for offsite disposal in a landfill. The approach minimizes excess trucking costs and emissions associated with offsite disposal. Low sulfur diesel can be used for equipment, and a no-idle policy will reduce the carbon footprint.

4.8 ADDITIONAL REMEDIAL ACTIONS

This **DRAFT** ABCA evaluated a set of remedial actions to address residual soil and groundwater impacts within the Phase 1 Cleanup Area to prepare the property for redevelopment. Additional remedial actions to be discussed in a future RAP not described in this **DRAFT** ABCA could, if required by WDNR, include:

- Construction of finished surfaces of the sitewide engineered barrier including:
 - Softscape (topsoil, turf, plantings) and all hardscaped surfaces on proposed Lot 2 by developer;
 - Hardscaped surfaces within the street right-of-way including (curb, gutter, and asphalt) by the City.
- Construction of stormwater infrastructure/best management practices;
- Establishing appropriate plant materials (i.e., turf, perennials, bushes, trees) in the vegetated areas
- Post-construction groundwater monitoring;
- Installing new utilities, including clay plugs in utility trenches;
- Installation of a SSDS below the multi-family residential building;
- Post-construction sub-slab vapor sampling; and/or
- Establishing institutional controls, continuing obligations and maintenance plans to provide for long-term control of residual soil, groundwater, and vapor impacts, as warranted.

5.0 DISCLAIMER AND LIMITATIONS

The conclusions in this report are Stantec's professional opinion, as of the time of the report, and concerning the scope described in the report. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. The report relates solely to the specific project for which Stantec was retained and the stated purpose for which the report was prepared. The report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk.

Stantec has assumed all information received from the City and third parties in the preparation of the report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

This report is intended solely for use by the City in accordance with Stantec's contract. While the report may be provided to applicable authorities having jurisdiction and others for whom the City is responsible, Stantec does not warrant the services to any third party. The report may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion.

DRAFT

6.0 REFERENCES

Stantec, *Phase I Environmental Site Assessment - 1200 Main Street, Stevens Point, WI*; November 15, 2023

Stantec, *Phase I Environmental Site Assessment - Former Shopko Parking Lot, Stevens Point, WI*; October 2, 2024

Stantec, *Phase II Environmental Site Assessment – Former Shopko Building Parcel, 1200 Main Street, Stevens Point, WI*; March 6, 2024

Stantec, *Site Investigation - Former Shopko Parking lot, 0 Main Street, Stevens Point, WI*; August 30, 2024

Stantec, *Phase I Environmental Site Assessment - 1200 Main Street, Stevens Point, WI*; August 8, 2025

DRAFT

FIGURES



LEGEND

- PHASE 1 -- CLEANUP AREA
- - - - - APPROXIMATE PROPERTY LINE



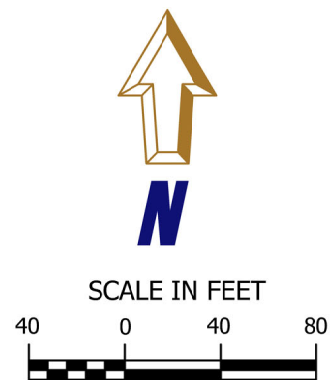
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 Phone: 920-592-8400 Fax: 920-592-8444

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FORMER SHOPKO PARCELS AND PROPOSED CLEANUP AREA

FORMER SHOPKO REDEVELOPMENT SITE
 0 & 1200 MAIN STREET
 STEVENS POINT, WISCONSIN


DATE: 12/09/25	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193711745	FIGURE 2
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SCALE IN FEET



LEGEND

- PHASE 1 – CLEANUP AREA
- - - - APPROXIMATE PROPERTY LINE
- - - - ESTIMATED EXTENT OF RCRA METALS IN SOIL EXCEEDING WDNR RCL FOR PROTECTION OF GROUNDWATER AND/OR BTV
- SB3 SOIL BORING LOCATION
- X SB1/TW1 SOIL BORING AND TEMPORARY MONITORING WELL LOCATION
- SB32 SOIL BORING LOCATION (SHOPKO BUILDING INVESTIGATION)
- X SB34/TW12 SOIL BORING AND TEMPORARY MONITORING WELL LOCATION (SHOPKO BUILDING INVESTIGATION)
- ▽ VP-1 VAPOR MONITORING POINT (SHOPKO BUILDING INVESTIGATION)



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DATE: 12/09/25	DRAWN BY: JRB	PROJECT MANAGER: LPC	
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ESTIMATED EXTENT OF RCRA METAL CONTAMINATION IN SOIL

FORMER SHOPKO REDEVELOPMENT SITE
 0 & 1200 MAIN STREET
 STEVENS POINT, WISCONSIN

PROJECT NUMBER: 193711745	FIGURE 3a
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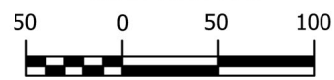


LEGEND

- PHASE 1 - CLEANUP AREA
- - - APPROXIMATE PROPERTY LINE
- - - ESTIMATED EXTENT OF PAHs IN SOIL EXCEEDING WDNR INDUSTRIAL AND/OR NON-INDUSTRIAL DIRECT CONTACT RCL
- - - ESTIMATED EXTENT OF PAHs IN SOIL EXCEEDING WDNR RCL FOR PROTECTION OF GROUNDWATER
- SB3 SOIL BORING LOCATION
- ⊗ SB1/TW1 SOIL BORING AND TEMPORARY MONITORING WELL LOCATION
- SB32 SOIL BORING LOCATION (SHOPKO BUILDING INVESTIGATION)
- ⊗ SB34/TW12 SOIL BORING AND TEMPORARY MONITORING WELL LOCATION (SHOPKO BUILDING INVESTIGATION)
- ▽ VP-1 VAPOR MONITORING POINT (SHOPKO BUILDING INVESTIGATION)



SCALE IN FEET



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DATE: 12/09/25	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193711745	FIGURE 3b
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ESTIMATED EXTENT OF PAH CONTAMINATION IN SOIL

FORMER SHOPKO REDEVELOPMENT SITE
 0 & 1200 MAIN STREET
 STEVENS POINT, WISCONSIN






SCALE IN FEET



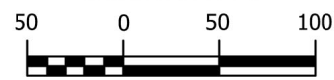
LEGEND

- PHASE 1 – CLEANUP AREA
- - - - APPROXIMATE PROPERTY LINE
- - - - ESTIMATED EXTENT OF VOCs IN SOIL EXCEEDING WDNr RCL FOR PROTECTION OF GROUNDWATER
- SB3 SOIL BORING LOCATION
- ⊗ SB1/TW1 SOIL BORING AND TEMPORARY MONITORING WELL LOCATION
- SB32 SOIL BORING LOCATION (SHOPKO BUILDING INVESTIGATION)
- ⊗ SB34/TW12 SOIL BORING AND TEMPORARY MONITORING WELL LOCATION (SHOPKO BUILDING INVESTIGATION)
- ▼ VP-1 VAPOR MONITORING POINT (SHOPKO BUILDING INVESTIGATION)

 <p>1165 Scheuring Road, Green Bay, Wisconsin 54115 Phone: 920-592-8400 Fax: 920-592-8444</p> <p><small>This drawing and all information contained thereon is the property of Stantec. Stantec will not be held liable for improper or incorrect usage. Professional seals and signatures do not apply to electronic drawing files. The user assumes all responsibility and risk for the accuracy and verification of all information contained in electronic files.</small></p>		<p>ESTIMATED EXTENT OF VOC CONTAMINATION IN SOIL</p> <p>FORMER SHOPKO REDEVELOPMENT SITE 0 & 1200 MAIN STREET STEVENS POINT, WISCONSIN</p>	
DATE: 12/09/25	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193711745
			FIGURE 3c



SCALE IN FEET



LEGEND

- PHASE 1 – CLEANUP AREA
- - - - - APPROXIMATE PROPERTY LINE
- ⊗ TW1
88.88 TEMPORARY MONITORING WELL LOCATION AND GROUNDWATER ELEVATION ON 09/12/23
- - - - - 88.10 GROUNDWATER CONTOUR LINE: DASHED WHERE INFERRED
CONTOUR LINE INTERVAL = 0.10 FEET
- GROUNDWATER FLOW DIRECTION



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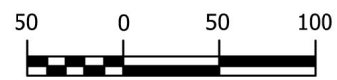
DATE: 12/09/25	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193711745	FIGURE 4
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**GROUNDWATER FLOW MAP
(09/12/23)**

FORMER SHOPKO REDEVELOPMENT SITE
0 & 1200 MAIN STREET
STEVENS POINT, WISCONSIN



SCALE IN FEET



LEGEND

- PHASE 1 – CLEANUP AREA
- - - - - APPROXIMATE PROPERTY LINE
- ⊗ TW1
88.88 TEMPORARY MONITORING WELL LOCATION AND GROUNDWATER ELEVATION ON 09/12/23
- - - - - 88.10 GROUNDWATER CONTOUR LINE: DASHED WHERE INFERRED
CONTOUR LINE INTERVAL = 0.10 FEET
- GROUNDWATER FLOW DIRECTION



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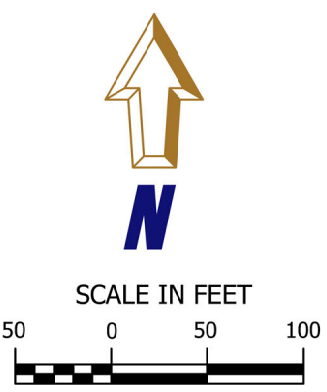
DATE: 12/09/25	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193711745	FIGURE 4
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**GROUNDWATER FLOW MAP
(09/12/23)**

FORMER SHOPKO REDEVELOPMENT SITE
0 & 1200 MAIN STREET
STEVENS POINT, WISCONSIN



- LEGEND**
-  APPROXIMATE PROPERTY LINE
 -  PHASE 1 - CLEANUP AREA
 -  PROPOSED BUILDING
 -  PROPOSED LANDSCAPE
 -  PROPOSED CONCRETE
 -  PROPOSED ASPHALT
 -  PROPOSED REVISED RIGHT-OF-WAY
 -  PROPOSED PLAYGROUND



		PROPOSED REUSE FEATURES	
1165 Scheuring Road, Green Bay, Wisconsin 54115 Phone: 920-592-8400 Fax: 920-592-8444		FORMER SHOPKO REDEVELOPMENT SITE 0 & 1200 MAIN STREET STEVENS POINT, WISCONSIN	
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DATE: 12/09/25	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193711745
			FIGURE 6

TABLE

APPENDIX A

Shopko Redevelopment Current & Proposed Boundaries

CERTIFIED SURVEY MAP

AN EXPANDED USE CERTIFIED SURVEY MAP PER S.236.34 (1)(ar), WIS. STATS. AND THE CITY OF STEVENS POINT SUBDIVISION CONTROL ORDINANCE CHAPTER 20.02(1), AMENDED JANUARY 21, 2019

LOCATED IN LOTS 11 AND 12, AND PART OF LOTS 10, 13, 14, AND 15 OF BLOCK 29, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10 OF BLOCK 30, LOTS 1, 2, 3, 4, AND 5 AND PART OF LOTS 6, 7, 8, 9, AND 10 OF BLOCK 31, LOTS 14, 15, AND 16 AND PART OF LOTS 10, 11, 12, 13, AND 17 OF BLOCK 32 OF VALENTINE BROWN'S ADDITION TO THE CITY OF STEVENS POINT, PART OF VACATED COLLEGE AVENUE DOCUMENT NUMBER 380289, PART OF VACATED LEVEE STREET, AND PART OF 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.

NOTES

THIS INSTRUMENT WAS DRAFTED BY PATRICK J. FUEHRER.

THE BEARINGS HEREIN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM-PORTAGE COUNTY-NAD 83 (1997). THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32 BEARS N89°52'42"E.

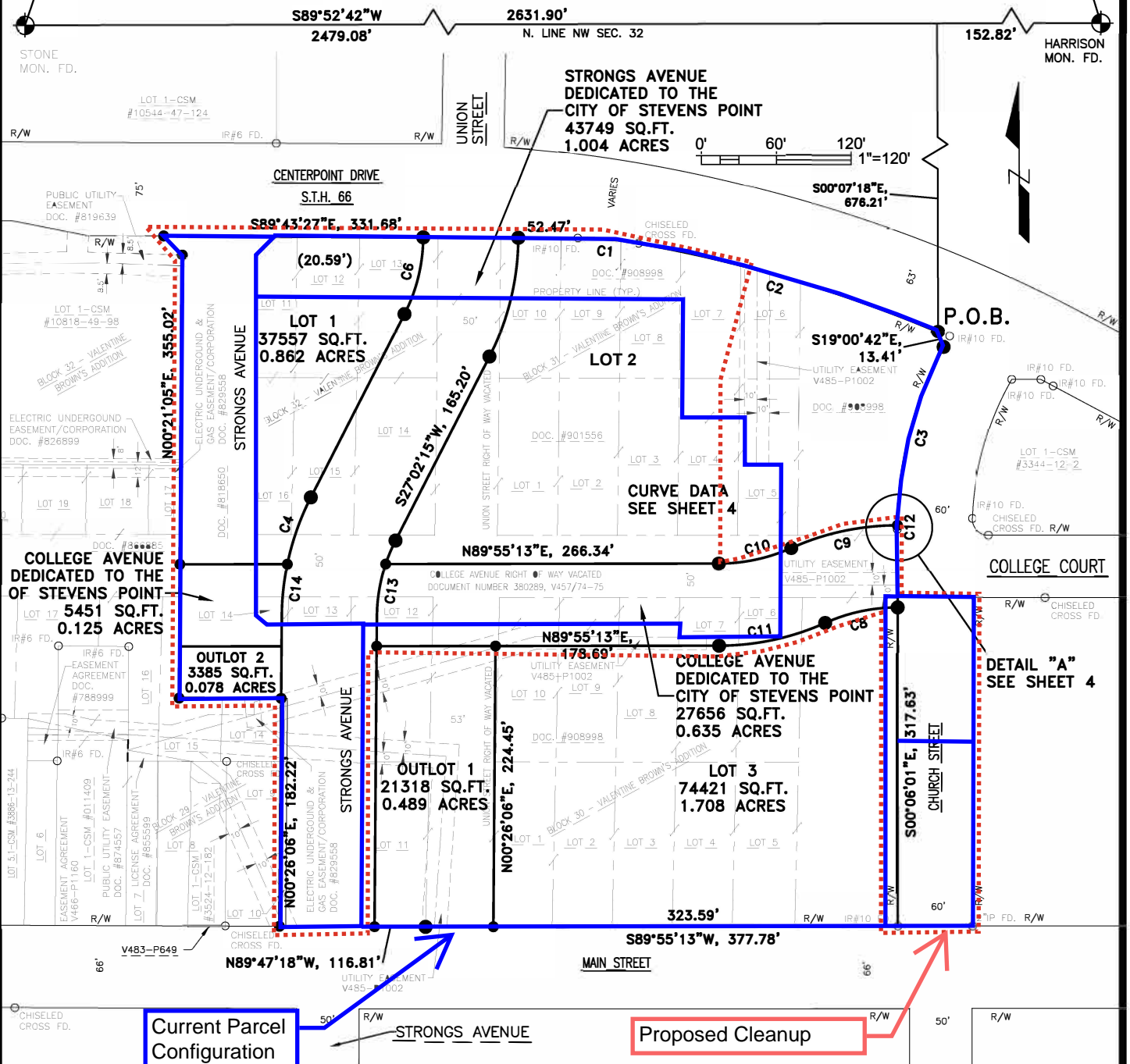
THIS CSM IS SUBJECT TO RESTRICTIONS, RESERVATIONS, RIGHT OF WAYS, AND EASEMENTS OF RECORD.

LEGEND

- 3/4" X 18" IRON REBAR SET-1.5#/FT.
- 1 1/4" X 18" IRON REBAR SET-4.3#/FT.
- ⊕ GOVERNMENT CORNER OF RECORD
- () PREVIOUSLY RECORDED AS

NORTHWEST CORNER,
SECTION 32,
T.24N., R.8E.

P.O.C.
NORTH QUARTER
CORNER, SECTION 32,
T.24N., R.8E.



APPENDIX B

Architectural Renderings



MEMORANDUM

To: Redevelopment Authority

CC: Jarod Kivela

From: Christopher Klesmith, Neighborhood Planner & Economic Development Specialist

Date: November 25, 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 are two versions of 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 original proposal has been moved to an alternative location on the former Shopko site, increasing the land utilized for the project, potentially reducing the upfront support requested of the City, and modifying the amount of parking created on the site specifically for the development.

The Common Council will be reviewing the development agreements in closed session on 12/2/25 prior the meeting of the Redevelopment Authority to deliberate on which proposal to carry forward. The following are the major points and differences in site planning:

- 1) Both proposals:
 - a. 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).

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.

- b. The proposed development would utilize roughly 1.3 acres of the ~6.94 acres that will be redeveloped at the Shopko site, which is referenced as a portion of "Building A/B" 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.
 - c. 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. The developer currently has successful projects under construction in the cities of Oshkosh and Wausau.
 - d. There is estimated to be an additional 52 to 60 on-street, angled and parallel parking stalls created on the planned extension of College Avenue and Strongs Avenue from College Avenue to Centerpoint Drive. The completion of Commonwealth's project alone would have no impact on the existing Shopko parking lot.
- 2) Proposal 1: First Floor Parking Included (Figure 2, below).
- a. The changes to the site plan result in an increase in total parking stalls available on the development pad to 76 total parking stalls, and reduce the amount of on-street parking.

3) Proposal 2: No First Floor Parking (Figure 3, below).

- a. Removing first floor parking results in a total of 44 on-site parking stalls for the 50 residential units.
 - i. Staff are aware of the significant amount of concern placed on parking and multifamily residential projects. It is not a like-for-like comparison to compare this project to Northside Yard since residents earning 30% of the AMI are less likely to own a vehicle. However, if the comparison is made, Northside Yard included 210 residential units, and 114 on-site parking stalls for a ratio of .54 stalls per unit and did not properly plan for on-street parking. Commonwealth's proposal includes 50 residential units and 44 on-site parking stalls for a ratio of .88 stalls per unit, with an additional 52 to 60 on-street, angled and parallel parking stalls that could support the childcare center and residents.

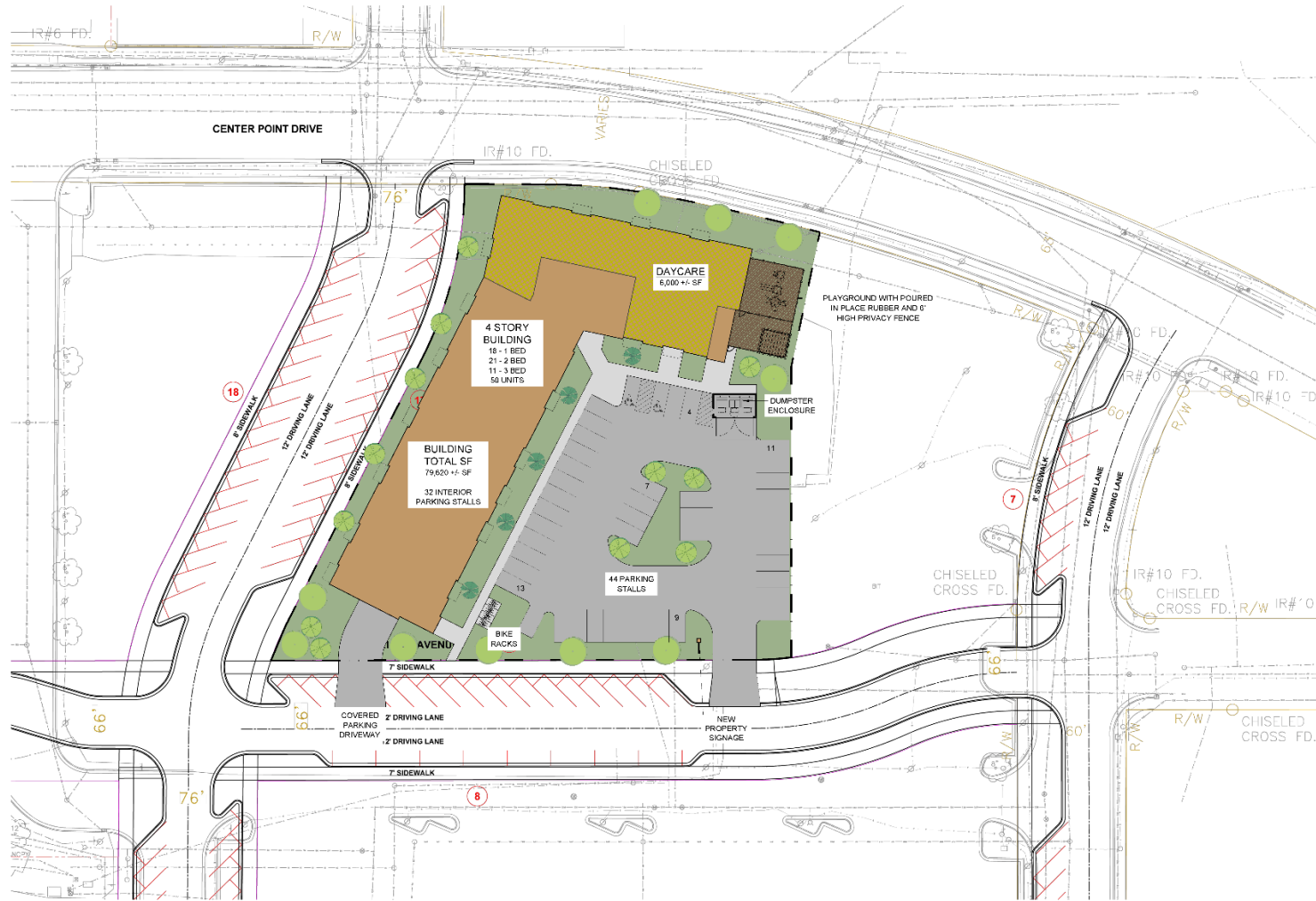
Other Considerations: Execution of this agreement will advance aspects of the former Shopko site redevelopment and the Downtown Targeted Area Master Plan while providing housing options to residents earning at or below 30%, 50%, and 80% the area median income. The proposed unit counts, unit sizes, income 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. Committing to a development agreement now may increase the likelihood grant funds are secured through the WEDC and EPA for the redevelopment of the Shopko block.

Staff Recommendation: Staff recommends **APPROVAL** of the attached development agreement that is approved by the Common Council in their meeting preceding the RDA. Please note that site plan documents and building plans will be added, and the approved agreement will be amended at a later date to include these documents.

**Figure 1:
Estimated Rents**

Unit Type	Income	Unit Size	Number of Units	Contract Rent		2024 Table
				Rate	Monthly Gross Rent	
1 Bed/ 1 Bath	30% AMI 26%	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	-		-
1 Bed/ 1 Bath	40% AMI 0%	697	0	\$ -	\$	-
2 Bed/ 1 Bath		850	0	-		-
3 Bed/ 2 Bath		1,150	0	-		-
4 Bed/ 2 Bath		-	0	-		-
1 Bed/ 1 Bath	50% AMI 50%	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	-		-
1 Bed/ 1 Bath	60% AMI 0%	697	0	\$ -	\$	-
2 Bed/ 2 Bath		850	0	-		-
3 Bed/ 2 Bath		1,150	0	-		-
4 Bed/ 2 Bath		-	0	-		-
1 Bed/ 1 Bath	70% AMI 0%	697	0	\$ -	\$	-
2 Bed/ 1 Bath		850	0	-		-
3 Bed/ 2 Bath		1,150	0	-		-
4 Bed/ 2 Bath		-	0	-		-
1 Bed/ 1 Bath	80% AMI 24%	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		1,831
4 Bed/ 2 Bath		-	0	-		-
1 Bed/ 1 Bath	Market 0%	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	-		-
Average/Total		861	50	\$ 933	\$	1,070

**Figure 2:
Proposal 1 Site Plan**



PRELIMINARY SITE PLAN

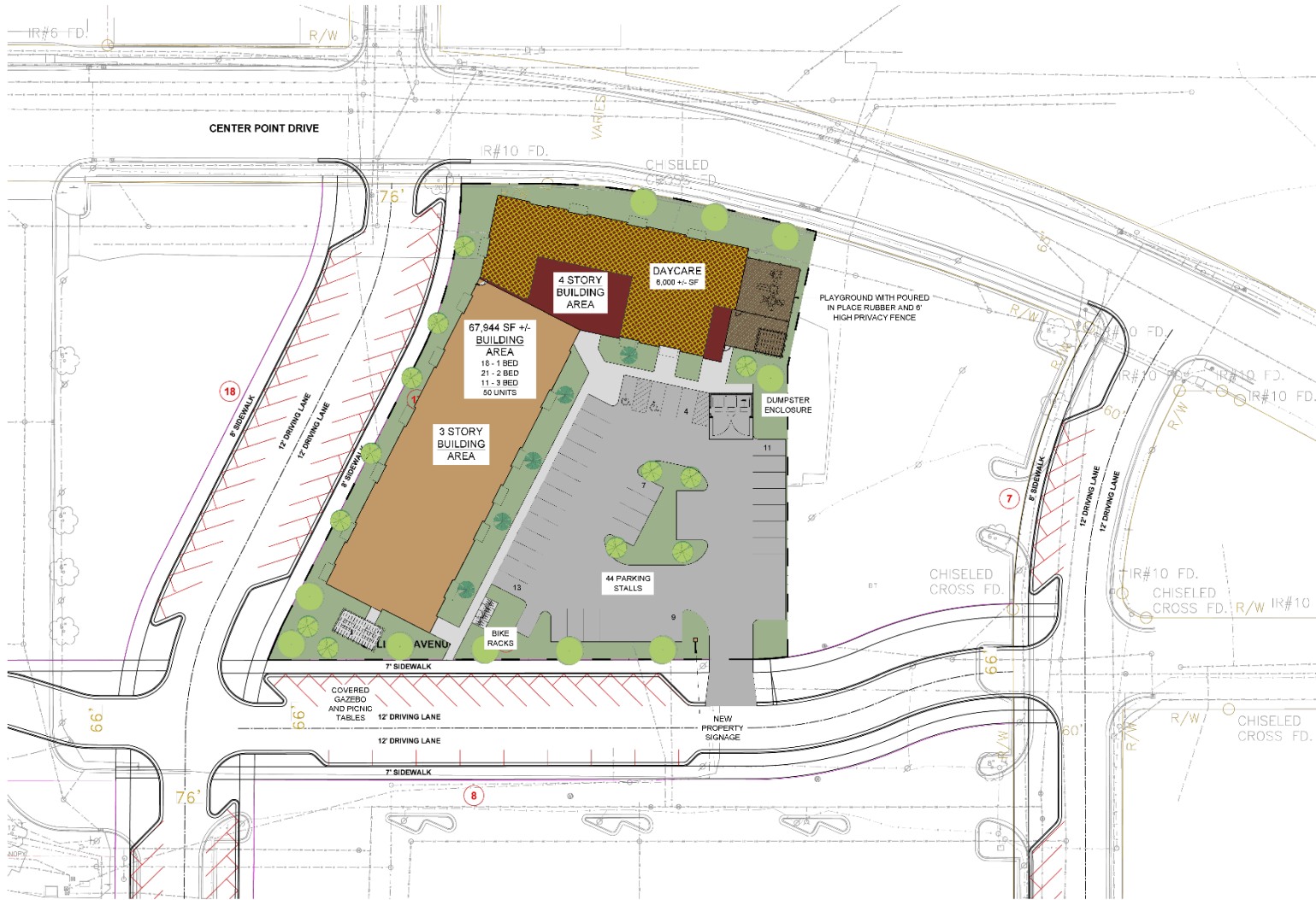
PROPOSED SITE AREA = 1.33 +/- ACRES (57,789 SF)

MULTIFAMILY APARTMENTS: SHOPKO REDEVELOPMENT PROJECT MAIN STREET AND CHURCH STREET STEVENS POINT, WI	COMMONWEALTH COMPANIES 1000 W. MAIN STREET FOND DU LAC, WISCONSIN 54601 (800) 302-3170 FAX: (920) 929-0177	M+A 1500 N. GARDNER STREET FOND DU LAC, WISCONSIN 54601 (920) 929-0177	PRELIMINARY SHEET DATES: <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				
JOB NUMBER 2025.14 SHEET C1.1	PRELIMINARY DRAWING - NOT FOR CONSTRUCTION						

Figure 3:

stevenspoint.com

Proposal 2 Site Plan



PRELIMINARY SITE PLAN
SCALE: 1" = 20'

PROPOSED SITE AREA =
1.33 +/- ACRES (57,786 SF)

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION PRELIMINARY SHEET DATES:	M + A
	14 SOUTH BROOKS DRIVE FRODOXVILLE, MA 01863 TEL: 978-352-2911 FAX: 978-352-2910
COMMONWEALTH COMPANIES 28 SOUTH BROOKS STREET FRODOXVILLE, MA 01863 TEL: 978-352-2911 FAX: 978-352-2910	
MULTI-FAMILY APARTMENTS: SHOPKO REDEVELOPMENT PROJECT MAIN STREET AND CHURCH STREET STEVENS POINT, WI	JOB NUMBER 2025.14 SHEET C1.0



1. PROJECT AREA DESCRIPTION & PLANS FOR REVITALIZATION: Target Area & Brownfields

1.a. Overview of Brownfield Challenges & Description of Target Area:

The City of Stevens Point (the City; Population 25,497), is geographically located in the center of Wisconsin (WI), along the banks of the historic WI River. Development in Stevens Point began in the early 1800s via European settlement focused on lumber and agricultural pursuits. Prominent businesses were established in the late 1800s which included multiple lumber mills, the Stevens Point Brewery (opened in 1857 and open today), and the Lullabye Furniture Corporation (established in 1895). The bustling Market Square in the City's downtown, comprised of 0.5 square miles of land directly east of the WI River, was a favored trading spot for farmers and other businessmen, as well as social gatherings for residents. Densification of the Downtown [Census Tract #55097961000 (CT9610)], the **Target Area** of this grant, accelerated in the late 19th and early 20th centuries with population growth spurred by an excelling economy, ample employment opportunities, and founding of the University of WI Stevens Point in 1895.

Like other “rust belt” cities in the Midwest over the past several decades, Stevens Point has been forced to transform from a primarily manufacturing economy to a services-based one by adding jobs in health care, professional services, and retail trade. Due to manufacturing divestment, the remaining facilities became antiquated and eventually closed. Target Area residents soon found themselves unemployed and the former manufacturing and commercial facilities became blighted brownfield sites, inhibiting connectivity and posing environmental risks. Disinvestment spread to residential areas, evidenced by the Target Area being home to the City's highest concentration of residences living in poverty. **Poverty rates in the Target Area (25.4%) are more than double the county (10.2%), state (10.6%), and national (12.4%) averages.**¹ The impact is clearly demonstrated with residents in the Target Area experiencing **persistent poverty** over the past three decades and the decrease in household incomes (approximately **50% less than the county, state, and nation**), the direct results of wage stagnation and loss of manufacturing jobs which forced the semi-skilled workforce to find other sources of employment often at half their past wages.¹ All these factors, along with lack of affordable housing, make it difficult for the City to attract or retain young professionals.

In response to the shifting economic landscape, the City developed a Downtown Targeted Area *Master Plan (Master Plan)*.² The *Master Plan* calls for increasing connectivity and maintaining the historic commercial capacity while adding new opportunities for mixed-use living, employment, and entertainment at infill sites. Because the City is landlocked by neighboring municipalities and natural features, continued economic growth in the downtown commercial core has been increasingly dependent on successful redevelopment of historic manufacturing and commercial properties.

According to the Wisconsin Department of Natural Resources (WDNR) Bureau of Remediation and Redevelopment Tracking System, approximately 466 contaminant remediation cases are within the City, with 32 of the sites situated within a ¼-mile of the Target Area and adjacent low-income or impoverished residents.³ A brownfield inventory completed as part of the City's FY19 community wide assessment grant (CWA) identified 62 potential brownfield sites in the Target Area. These potential sites include gas stations, dry cleaners, auto repair, and commercial/manufacturing facilities. The parcels where these industries once thrived are now vacant or underutilized, blighted, and/or pose a financial burden on the City. The parcels divert money from municipal projects, erode the tax base and revenues. The EPA cleanup grant will provide the much-needed funding to continue the City's revitalization efforts, aligning with community needs outlined in the *Master Plan* and bringing catalytic improvements to resident quality of life by addressing significant blight, poor economic conditions, and welfare issues discussed in Section 2.b.

1.b. Description of the Proposed Brownfield Site(s):

The project will remediate a portion of the Former Shopko site composed of two vacant parcels at 0 and 1200 Main Street and three parcels making up portions of the Strongs Avenue and Church Street rights-of-way in the City's downtown core. To facilitate redevelopment, the City intends to reconfigure the parcels by splitting the current five parcels into three “Lots” and two proposed “Out Lots”. Cleanup efforts outlined in this grant application will be associated with **all of proposed Lot 1, western portions of Lot 2, the College Court expansion, and portions of present day Strongs Avenue and Church Street**. In total, the area of environmental cleanup will occupy approximately 4.51-acres (herein referred to as the Target Property). The Target Property is situated directly south of Centerpoint Drive and contained by Church Street and Strongs Avenue to the east and west, respectively (see page 3 of narrative information sheet). The Target Property was historically made up of numerous small commercial and residential properties with historic ROWs also present. Upon consolidation of the parcels in the 1980s, the Shopko retail store was constructed along with an adjacent parking lot. Shopko declared bankruptcy in 2019 and closed two months later.

Following the Shopko closure, the City utilized previous USEPA awarded CWA grant funds (CA #BF00E03052 & BF00E02413) to conduct pre-purchase due diligence and environmental site assessments (ESAs) between 2020 and 2024. Phase II ESAs and a Site Investigation (SI) of the Target Property identified widespread Resource Conservation Recovery Act (RCRA) metals, volatile organic compounds (VOCs), chlorinated VOCs (CVOCs) including tetrachloroethene (PCE), and polycyclic aromatic hydrocarbons (PAHs) in soil exceeding cleanup standards for direct contact exposure and/or groundwater protection limits for non-industrial sites. PAHs were also detected in the soil in excess of cleanup standards for industrial sites. Groundwater ranges in depth from 10 to 14 feet below grade and contains petroleum and CVOCs such as PCE and its daughter products. The concentration of VOCs detected in both soil and groundwater poses a vapor intrusion concern and will require the installation of a sub slab depressurization system (SSDS) for any future

¹ <https://www.policymap.com/> available via subscription

² 2024 Downtown Targeted Area Master Plan, <https://stevenspoint.com/>

³ <https://apps.dnr.wi.gov/rrbotw/botw-search>

developments. Further, soil containing VOCs is not suitable for reuse on-site and will require landfilling. Identified contamination is a product of historical commercial uses (i.e., multiple filling stations, automotive repair shops, print shop, and laundry/drycleaner businesses) formerly on or adjacent to the Target Property as well as historic fill.

The City acquired the Target Property through simple purchase in November 2023 and November 2024 and finalized their *Master Plan* to include reuse options for the site. In the Summer 2024, the City razed the ~90,000ft² former Shopko building, leaving behind a large vacant grass covered lot and asphalt parking space. Given the planned reuse of the site for residential, commercial and public transit, cleanup activities are needed to address contamination that poses a risk to human health and welfare. The Target Property was acquired by the Redevelopment Authority (RDA) of the City in August 2025 to better position the Property for redevelopment.

Revitalization of the Target Area:

1.c. Reuse Strategy & Alignment with Revitalization Plans:

According to the City's *Master Plan*, the Target Property represents the City's greatest potential to immediately address Target Area housing insecurity, enhance transportation options/connectivity, and catalyze economic investment. Specifically, planned reuse of the Target Property includes a new 50-unit residential housing building with a day care on Lot 2 of the Target Property. The City plans to construct a transit center on Lot 1 of the Target Property that will provide a much-improved hub for public transportation (i.e. buses) and protect users from outdoor elements. As part of the project, College Court will be extended to the west and the northern portion of Strongs Avenue relocated through the Target Property. The proposed transit center and new roadways will enhance community connectivity between residential neighborhoods north of downtown to the City's commercial center. The proposed transit center will also improve the City's public transportation system connecting residents to employment opportunities and services City-wide.

The reuse strategy for the Target Property is the direct outcome of the revitalization goals identified in the *Master Plan* dated May 2024. The *Master Plan* was established with input of residents and stakeholders through a series of public engagement sessions and a hearing held between 2019 and 2023. The *Master Plan* promotes the reuse of infill sites (brownfields) to rejuvenate the community and identifies catalyst projects (specifically the Target Property); calls for reuse options to promote housing opportunities and commercial/mixed-uses expected to spur reinvestment and redevelopment in the Target Area; and advises enhancing the transit hub to provide improved connectivity between neighborhoods and the downtown through street realignments. A concept plan for the Shopko parcels is included as an exhibit to the *Master Plan* and highlights planned reuse and street reconfigurations.

The reuse plan also aligns directly with the **housing, transportation and economic development goals** outlined in the City's *Comprehensive Plan* amended in 2023, specifically the following: **Housing goals** 1) promote the availability of adequate and affordable housing for the elderly, disabled, and low income; 2) reemphasize residential development at downtown locations in conjunction with retail and commercial development; **Transportation goals** 3) discourage roadways from becoming barriers to movement; and **Economic Development goals** 4) identify residential, commercial, and industrial properties in need of redevelopment and assign government agencies, programs, and resources to implement redevelopment; and 6) provide necessary transportation and utility infrastructure to support modern commercial and industrial needs that work to provide a metropolitan approach to transportation.⁴

¹Lastly, the **2023 Housing Task Force Report** identified four primary goals the City should attempt to consider when it comes to housing.⁵ Two of the identified goals align directly with reuse plans for the Target Property which include 1) the need to decrease housing insecurity and 2) the benefits of diversifying and expanding the City's housing stock for **all** residents. According to the Urban Institute, housing insecurity is "...a real, persistent, and growing problem with implications for people's education, health, and well-being..."⁶ The task force also referenced the recommendations of the City's **2017 Housing Study** which noted the need to include more multi-family housing downtown, specifically near Main Street. In Stevens Point, it is estimated over one-quarter of residents are cost burdened or spend over 30% of their income on housing.¹ The addition of the proposed low- and moderate-income (LMI) housing and transit center will provide safe, energy-efficient living opportunities for sensitive populations of the Target Area and place these individuals within easy reach of public transportation and employment opportunities.

The northern edge of Target Property is located within a federally designated 500-year floodplain.⁷ The Target Property has been historically covered entirely by hardscape surfaces and has not provided any amount of flood mitigation or contaminant migration protection to the community. The proposed remediation and reuse plans will provide landscape and engineered caps over residual contamination to prevent migration and direct contact, while also adding an additional 0.9 acres of green space that will allow for infiltration of surface water, a historically unavailable flood storage mechanism for extreme weather-resiliency.

1.d. Outcomes & Benefits of Reuse Strategy:

Redevelopment of the Target Property is expected to help fill the City's housing gap for LMI residents, provide better public transit, childcare capacity for families, and improve street connectivity which are expected to stimulate economic development in the Target Area. The City is working closely with Commonwealth Development Corporation, (majority women-owned, affordable housing development company; herein

⁴ Stevens Point Comprehensive Plan, <https://stevenspoint.com/>

⁵ 2023 City of Stevens Point Housing Taskforce Report, <https://stevenspoint.com/>

⁶ <https://www.urban.org/research/publication/>

⁷ <https://hazards-fema.maps.arcgis.com/apps/webappviewer/>

“developer”) who plans to acquire Lot 2 of the Target Property cleanup activities to construct a \$12.8 million 4-story multi-family residential complex with first-floor parking and 0.4 acres of greenspace. The complex will contain 50 multi-family, ADA-compliant apartments targeted to provide safe, stable, and supportive housing for LMI residents/families that increases the property value by approximately \$4,952,077. Residential density will in turn increase demand for downtown businesses and catalyze additional investment on remaining portions of the former Shopko parcels. Based on the Wisconsin Bankers Association 2024 Economic Report, redevelopment investments like the one proposed typically generate roughly 12 jobs per \$1,000,000 investment (seven within construction and five in other sectors) meaning this project has the potential to add approximately 295 jobs to the community.⁸

According to the Wisconsin Department of Children and Families, over 33,000 children do not have access to early childcare due to imbalanced supply/demand and socioeconomic hurdles facing the industry. This shortage not only hinders child development (an investment in the future) but also keeps parents out of the workforce while they provide in-home childcare. While unlikely to solve childcare shortages altogether, the addition of a 6,000ft² childcare facility will provide these needed services that will alleviate stress on young families.

Redevelopment will also include construction of a new City transit center on a portion of the Target Property. Like many Wisconsin cities, Stevens Point’s large geographic footprint relative to population isolates economically stressed members of the community who are unable to own a car (10% of Target Area residents).¹ The proposed City transit center will increase connectivity in the Target Area and City by providing expanded bus service hours to accommodate a wider range of workforce schedules. Transit improvements will also expand the local employment and customer pool for local businesses by bring people together. Increased pedestrian connectivity via Church Street and Strongs Avenue reconstruction will also provide direct routes between low-income residential neighborhoods north and east of the Target Area into the downtown core.

Considering the City’s location in the upper Great Lakes region of the U.S., extreme weather and flooding are the primary hazards to be considered during redevelopment. Proposed site plans will incorporate improvements to aging infrastructure including storm sewer lines that will provide increased capacity to protect the area during extreme rain events. Additional permeable cover over the site will allow rain and snowmelt infiltration to the ground reducing potential stormwater loads that strain local utilities. Building certification through the Wisconsin Environmental Initiative Green Built Home program will also minimize the development’s long-term impact on the environment and increasingly strained electrical and water infrastructure. Achieving a Gold Net Zero energy efficiency rating⁹ will also reduce heating/cooling, water, and electrical costs that are often financial burdens on LMI tenants.

Strategy for Leveraging Resources; 1.e. Resources Needed for Site Characterization; 1.f. Resources Needed for Site Remediation; 1.g. Resources Needed for Site Reuse

Leveraging and coordinating public funding are cornerstones of the Stevens Point brownfields program. To date, the City has leveraged over \$1.75 million in local and state funds to acquire, demolish, and assess the former Shopko parcels. In addition to this grant, the leverage described below **will be sufficient** to complete the proposed redevelopment/reuse of the Property. The following is a list of additional funding secured and other resources the City is eligible for and will pursue.

Table 1. Resources Needed for Site Characterization, Remediation, and Reuse

WDNR Wisconsin Assessment Monies (WAM) Monies	
Purpose: 1.e – Site Characterization If needed, WDNR WAM program funds would be sought to conduct additional environmental assessment.	Status: Eligible; Unsecured
Wisconsin Economic Development Corporation (WEDC) Grant Monies \$200,000	
Purpose: 1.e and 1.f – Site Characterization and Remediation If needed, WEDC Site Assessment Grant (SAG) (up to \$150,000) or Brownfield program grant (up to \$200,000) could be secured to conduct additional environmental assessment and cleanup activities.	Status: Eligible; Unsecured
City of Stevens Point TID Funding \$2,000,000	
Purpose: 1.g – Site Reuse (Construction Roads/Residential) The City has committed \$2-million in tax increment financing district (TID) for the multi-family development	Status: Secured
Commonwealth Development Corp (Developer) \$12,800,000	
Purpose: 1.g – Site Reuse (Construction of Multi-Family) The developer plans to secure \$22 million from: Permanent mortgage (\$5,133,910), Low Income Housing Tax Credits (Federal - \$9,965,389 & State – \$4,918,784), City of Stevens Point TID (\$2,000,000-noted above), Unsecured: Owner equity and other grant funds pursuing: \$2.6 million	Status: Secured/Unsecured
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program	
Purpose: 1.g – Site Reuse (Construction Transit Center) The RAISE Grant Program offers funding for “public transportation capital projects and operating costs of equipment and facilities for use in public transportation.” The RAISE Grant minimum (\$1 million) would assist with the completion of the project.	Status: Unsecured
Buses and Bus Facilities Grant Program	

⁸ <https://www.wisbank.com/>

⁹ https://www.weigogreener.org/g_bh.php

Purpose: 1.g – Site Reuse (Construction Transit Center)	Status: Unsecured
The Bipartisan Infrastructure Law Buses and Bus Facilities Grant Program funds projects designed “to construct bus-related facilities including technological changes or innovations to modify low- or no- emission vehicles or facilities.” The Buses and Bus Facilities Grant will promote the construction of a low or no emission facility on the planned site.	

1.h. Use of Existing Infrastructure:

The Target Property is an urban infill project that will use the existing infrastructure systems for transportation (roads, sidewalks, bike lanes, and transit), water, sewer, gas, telecommunication, and 3-phase electricity wherever possible. Existing infrastructure will be extended to provide utilities for future redevelopments in combination with expansion of existing roadways and installation of new sidewalks to better accommodate pedestrians and vehicular traffic. Improvements will provide much needed connectivity downtown with enhancements funded privately or by a combination of sources identified in Table 1 above.

2. COMMUNITY NEED & COMMUNITY ENGAGEMENT: Community Need

2.a. The Community’s Need for Funding: Stevens Point is a **small city** (population of 25,497) that **lacks substantial financial resources** necessary for brownfield remediation and redevelopment without support from this grant **due to the City’s low income, rural, and relatively small population (<50,000)**. Due to its size, the City does **not qualify for Entitlement Funds** from HUD or funding from the US Department of Agriculture (USDA).¹⁰ While funding could be sought at the state level, area-wide funding opportunities are limited due to restricted state funding and other local budgetary demands. While some funding is specifically designated for utilities, construction, etc., very few sources are available for remediation on this scale. Further, municipal funds are restricted by law for designated purposes, and lenders would not loan funds for remediation without egregious interest rates/terms.

Key indicators of community need shown on **Table 2** demonstrate critical housing need and persistent economic distress, exacerbated by limited city funding to address brownfield revitalization efforts. A gradual decline in economic conditions over the past 20 years is evident in the Target Area based on the **20% increase in the poverty rate** and a **13% decrease in population since 2000**.¹ Average household incomes in CT9610 account for only half of the National average, with residents in the Target Area experiencing a **14% decrease** of income in the past five years. As a result of low income, 16% of City residents are living below the poverty line and 25% of residents within CT9610 are living in poverty, which represents a **20% increase in poverty rate since 2000**. Additionally, 66% of households in the Target Area currently rent. The average income of renters in CT9610 is \$30,966, significantly less than the county (\$41K), state (\$47K) and nation (51K), of which 26% of household income is spent on rent.¹ The 20% increase in rent over the last five years, compounded with the high annual cost of childcare (\$24K) for a working couple with two children, clearly indicates housing burden is a significant factor contributing to escalating poverty rates in the Target Area.¹¹ The proposed redevelopment at the Target Property intentionally addresses housing insecurity and daycare needs for LMI families to advance the economic condition of the community.

	CT9610	Comparisons			
		City	County	WI	US
Population	2,266	25,497	70 K	5.9 M	332 M
(% change since 2000)	-13%	7.8%	5.1%	7.7%	17.8%
Poverty rate	25%	16%	10%	11%	12%
Mean household income	\$37,734	\$56,218	\$73,284	\$75,670	\$78,538
Renter-occupied housing	66%	43%	25%	28%	32%

BOLD & RED indicates worse than or equal to City/County/WI/US values.

Limited City Funding: Over the last decade, the City has taken steps to revitalize the downtown by renovating the Market Square through acquisition of multiple brownfield sites including a failing shopping mall that closed in 2012 (impacted by former dry-cleaners) and the former Lullabye Furniture parcels that sat idle for over 26 years. Over the past 15 years the City has invested nearly \$8 million (M) in cleanup and revitalization efforts at these properties, resulting in construction of Mid-State Technical College (MSTC), a hotel, and residential redevelopment with 35,000 square feet of commercial/retail space. The projects total \$32.5M in redevelopment, support 225 jobs, 570 full-time students, and added 210 residential units to downtown. Despite significant strides and desire to complete these brownfield redevelopment efforts, the City has limited funding left to continue downtown revitalization of other brownfield sites.

To date, the City has **spent \$1,608,072 to acquire and demolish the former blighted Shopko building** and is simultaneously managing projects with **competing needs**, including reconstruction of several City corridors. The Target Property is located within two TIDs (TID 6 and TID 10) with other pressing project demands as mentioned above; therefore, the City’s investment of additional TID funds for cleanup activities is severely limited without EPA grant funding. The City is committed to cleanup and redevelopment of the Target Property and making the proposed revitalization a reality, which is only possible with the USEPA’s assistance.

2.b. Health or Welfare of Sensitive Populations: Sensitive populations including children, women of child-bearing age (15-44 years old), elderly, disabled, and low-income residents are most susceptible to health risks posed from brownfields due to susceptible immune systems and lack of financial means to relocate; therefore, becoming acclimatized to unsafe physical conditions and exposed to contaminants through air, water, and land (**Table 3**). Single-headed (18% of population) low-income families in the

	CT9610
Children (<18 years)	12%
Women (15-44)	27%
Elderly (>65 years)	10%
Disabled	16%

¹⁰ <https://www.hudexchange.info/programs/cdbg-entitlement/>

¹¹ <https://livingwage.mit.edu/>

Target Area likely contribute to 11% of the residents in the Target Area without health insurance, twice the rate of the State.^{1,12} These conditions reinforce vulnerability across the Target Area, emphasizing the need for cleanup and redevelopment of brownfield sites to reduce contaminant exposure risk and improve community health and welfare of sensitive populations.

Lack of Healthy Housing. Blight associated with nearby brownfields contributes to low home values (< \$100K) of 13% of houses in the City, which reduces the incentive for homeowners/landlords to invest in renovations to reduce exposure risks, such as mold.¹ Mold, if not addressed, has been linked to increased likelihood of asthma in children, evidenced by high asthma prevalence among children in Portage County (6.4%) compared to adjacent Marathon County (4.2%).^{13,14} Additionally, most available housing in CT9610 consists of old homes built before the 1978 lead-based paint ban, resulting in **high** risks for lead exposure.¹ The lack of available and affordable safe housing forces families with young children to live in homes with high risk of lead exposure. Assessment and redevelopment of brownfield sites utilizing this grant will (1) reduce health threats to susceptible children, women of child-bearing age, elderly, disabled, and low-income populations living in aging housing near brownfield properties and potentially unaware of the hazards, and (2) increase home values via blight elimination/incentives for property maintenance.

Table 4. Health & Welfare Indicators ¹	Block Group 9610-1	CT9610 Target Area	Comparisons		
			City	WI	US
Single-headed families	28%	18%	18%	13%	13%
% without health insurance ¹²	NA	11%	6.3%	5.3%	8.6%
Houses built before 1980	91%	95%	62%	58%	51%
Households without vehicles	16%	10%	8%	6%	8%

BOLD = worse/equal conditions than City; **shading** = worse than all comparisons.

Food Insecurity. Residents in CT9610 face significant food insecurity. CT9610 is considered “low income, low access” by the USDA, indicating individuals travel more than 0.5 miles to the grocery store, which is difficult for 8% of City’s population without vehicle access.¹ Adding to this concern, 20% of high school students in Portage County reported experiencing hunger due to a lack of food at home.¹⁵ Proposed Target Property redevelopment includes additional multi modal options/green space, which will encourage active living and construction of a transit center to increase access to food.

Transportation. A high proportion of households in the CT9610 (10%) lack a vehicle, which can be linked to high poverty rates and low income. Without a vehicle or reliable transportation, sensitive populations have difficulty seeking, obtaining, and traveling to employment, further feeding the poverty cycle. For instance, 32% of disabled citizens in the Target Area are unemployed, contributing to more than half of the disabled population living in poverty.¹ Target Property reuse strategies will reduce poverty through business growth and employment opportunities accessible to all residents including those without vehicles.

Welfare improvement from grant/reuse strategy. Commercial/residential redevelopment of brownfield sites utilizing this grant will enhance quality of life through diversification of housing options including live/work and workforce housing and reduce contaminant sources of toxic chemicals in soil, groundwater, air, and direct contact exposure for area residents, especially those living in poverty in the Target Area.

2.c. Greater Than Normal Incidence of Disease & Adverse Health Conditions: Cancer. Identified COC, including VOCs, PAHs, and heavy metals, at the former Shopko Site are known to cause a variety of severe health effects, particularly cancer. Given the presence of PAHs, a known carcinogen, it is not surprising the greater than normal incidences of colorectal cancer in Portage County (37.4 per 100,000) than the WI (34.9 per 100,000).¹⁶ Compared to WI and one more of the adjacent counties, incidence rates of liver and intrahepatic bile duct, pancreatic, and testicular cancers are also higher in Portage County. **Asthma.** The USEPA Toxics Release Inventory reported 35,476 lbs. of toxic chemical waste generated from 9 facilities in the City in 2024.¹⁷ Of the reported chemicals released, certain glycol ethers account for 46% of toxic chemicals, commonly used as solvents in industrial and household cleaning products and paint, which have been described as triggers for developing or worsening asthma in adults, evidenced by increased rate of emergency department visits for asthma in Portage County (27.6 per 10,000) compared to adjacent Marathon County (14.6 per 10,000).^{18,19} Poor air quality puts vulnerable residents with asthma (12% of Target Area vs. 9.8% of nation) at risk for developing serious illnesses or death.¹ **Birth Defects.** Structural changes at birth have been tied to pregnant mothers living in polluted environments.²⁰ Increased annual average air concentrations of naphthalene and diesel particulate matter were monitored in the Target Area, compared to surrounding communities.²¹ Birth defect rates are not available for the Target Area; however, the CDC indicates the prevalence of cleft lip with cleft palate per 10,000 live births is greater in Portage County than four of the five adjacent counties, based on the CDC National Environmental Public Health Tracking Network.²¹

Cleanup and reuse of the Target Property will address these health concerns by directly reducing the source of contamination and increasing healthy living opportunities as summarized in Section 1.d. in which multigenerational housing for low-income families will be constructed.

¹² <https://data.census.gov/> (2019-2023)

¹³ <https://www.epa.gov/children/mold-exposure-and-respiratory-conditions>

¹⁴ <https://www.cdc.gov/asthma/national-surveillance-data/>

¹⁵ <https://www.pconduit.org/resource/library/index/> (2022-2023)

¹⁶ <https://www.dhs.wisconsin.gov/epht/cancer.htm> (2018-2022)

¹⁷ <https://edap.epa.gov/public/extensions/TRIToxicsTracker/> (2024)

¹⁸ <https://www.health.state.mn.us/communities/environment/air/toxins/>

¹⁹ <https://www.dhs.wisconsin.gov/asthma/facts.htm> (2022-2024)

²⁰ <https://pubmed.ncbi.nlm.nih.gov/articles/PMC4837606/>

²¹ <https://ephracking.cdc.gov/DataExplorer/>

2.d. Economically Impoverished/Disproportionately Impacted Populations: Economically Impoverished.

Communities adjacent to brownfield sites are faced with disproportionate economic hardships with more than 25% of residents in the Target Area living in poverty and **burdened with persistent poverty** for over three decades. Sensitive populations are disproportionately impoverished, evident by increased rates of poverty among women of child-bearing age (8%) and disabled (52%) populations in the Target Area.¹ **Improving economic conditions from reuse strategy.** Redevelopment of the Target Area will mitigate these poor economic conditions by providing job opportunities from mixed-use commercial development and alleviate housing costs through affordable LMI housing proposed at the former Shopko Site.

Environmental Consequences. Air Pollutants: According to the USEPA’s geospatial mapping tool, EnviroAtlas, air pollutants such as diesel particulate matter (PM) and benzene are released into ambient air at greater concentrations in the Target Area than the County or State.²² The high concentrations of diesel PM are likely tied to the Target Area’s moderate-high ranking in high-volume roads associated with heavy traffic, resulting in increased air pollution from vehicle emissions.²³ Inhalation of pollutants increases risk of cancer, which is the leading cause of premature death under age 75 in Portage County.²⁴ Those who walk to work (22% of workers in Block Group 9610-1) are at greater risk of air pollutant exposure.¹ **Lead Exposure:** The number of children (birth to 6 years old) being tested for lead poisoning in the Target Area has decreased 46% over the past decade, significantly reducing the community’s ability to identify children with elevated blood lead levels.²⁵ Lead is a known COC in the Target Area, where **95% of homes** were built before the lead paint ban instituted in 1978; therefore, children remain at **high risk** of exposure.¹ However, as less children are being tested, cases of lead poisoning are likely going undetected and untreated, allowing preventable developmental and cognitive disabilities among children to persist unnoticed.²⁶ Cognitive disabilities affect 10% of the Target Area - double the State/US rate (5%).¹ The lack of lead testing in the Target Area reinforces disproportionate impacts on low income- families prone to living in older homes and lacking adequate resources to prevent exposure. **Reducing health risk from grant/reuse strategy.** In addition to removing contamination mass and source areas from the former Shopko Site, the proposed restructuring of Strong Avenue and Church Street funded by this grant will reduce traffic congestion and promote flow of vehicles through Downtown, and invite walk and bike friendly commutes that ultimately decrease diesel PM emissions. Healthy living by way of new housing will also provide low-income families with children lead-free living spaces.

Community Engagement; 2.e. Project Involvement & 2.f. Project Roles: The RDA realizes the importance of community input and fully engaged community while preparing the recent Downtown and Division Street Plans and implementing the City’s current EPA assessment grant. The City will continue the successful strategies used during these projects to continue to engage the public and will collaborate with local project partners, the redevelopment community, environmental groups, and neighborhood organizations that serve impoverished or sensitive populations living in or near the Target Areas. The City’s Redevelopment Authority (RDA) will serve as the brownfield advisory committee (BAC) and bring community organizations and project partners into the process through community outreach to learn about critical brownfield details as site selection, cleanup, and future reuse. This information will provide informed feedback to influence the next phase of work. Key partners/community organizations and their roles are listed in **Table 5** below.

Table 5. List of Organizations/Entities/Groups & Roles

Entity’s mission	Point of contact (name & email)	Specific involvement in the project or assistance provided
Downtown Business Improvement District (BID)		
Allow businesses within those districts to develop, manage and promote the districts, and establish an assessment method to fund these activities.	Karen Margelofsky kmargelofsky@stevenspoint.com	Identify and find resources to attract commercial businesses to the Target Area to better serve local residents. BID will also inform development decisions on and adjacent to the Target Area.
Portage County Business Council (PCBC)		
Serve and expand our business community by working together with business professionals in our region, providing opportunities, information services and advocacy.	Michael Witte michaelw@portagecountybi.com	Integrate business input to promote community and economic development. PCBC will gather input and represent its membership.
Stevens Point Housing Authority (SPHA)		
To provide quality, affordable, and safe housing for low to moderate-income individuals and families in Stevens Point.	Idowu Odedosu iodedosu@spha-wi.org	Inform public engagement during the design phase of the public transit center and future redevelopment projects.
University of Wisconsin - Stevens Point (UWSP)		
To provide programs that help communities become more vibrant, healthy, prosperous, and sustainable.	Pratima Gandhi (Interim Chancellor) pgandhi@uwsp.edu	UW Stevens Point UCLCC staff will provide input into the childcare and transit center designs as stakeholders in the project.
Mid-State Technical College (MSTC)		

²² <https://enviroatlas.epa.gov/enviroatlas/interactivemap/>

²³ <https://www.atsdr.cdc.gov/place-health/php/eji/eji-explorer.html>

²⁴ <https://www.countyhealthrankings.org/health-data/wisconsin/portage>

²⁵ <https://www.dhs.wisconsin.gov/epht/lead.htm>

²⁶ <https://www.cdc.gov/lead-prevention/symptoms-complications/>

Transforming lives through the power of teaching and learning.	Shelly Mondeik Shelly.Mondeik@mstc.edu Ben Nusz ben.nusz@mstc.edu	MSTC and UW Stevens Point students will also be will be solicited for input regarding transit center design as beneficiaries of the service.
Partnering Together of Portage County		
Increase collaboration between social service providers to increase the quality of social supports available to residents in Portage County.	Gregg Hansel ghansel7@gmail.com	Partnering Together of Portage County will coordinate input from unhoused residents in the redevelopment of brownfield sites and proposed public services.
Happy Places Central Wisconsin		
Foster dialogue about the design of the City, create support for more people-centered design, and encourage people to become advocates for thriving communities.	Justin Seis jseis07@gmail.com Meleesa Johnson meleesaj2000@gmail.com	Support events where attendees observe and discuss the areas using “Happy City” by Charles Montgomery, Strong Towns content, and other resources as a foundation, exploring how design of the City impacts residents’ overall wellbeing.

2.g. Incorporating Community Input: Incorporating community input in decision-making and planning stages at the Target Area is a continued priority for the City and RDA. Within one month of the award, the **RDA** (grantee) will develop a site-specific Community Involvement Plan (CIP) to engage community stakeholders listed above in Sections 2.e. and 2.f. **The CIP will deliberately involve community members while providing information and opportunities for feedback.** The CIP will also include how community input will be solicited, considered, and responded to. The approved CIP will be instituted in Fall 2026 and facilitated by the RDA’s BAC to engage the community and local businesses in assessment and overall redevelopment of brownfields in the City. The timeline for community meetings will be outlined in the CIP.

The plan for communicating progress will at a minimum include: (1) A press release and public meeting following award to present general information on the assessment grant and solicit input from the community on concerns related to brownfields and prioritization of sites for initial assessment. The meeting facilities will be ADA-compliant to accommodate needs of sensitive populations (i.e., disabled or elderly) and interpreters will be provided as necessary to address the concerns of non-English speakers; (2) Publication of program information and documents on the City’s website ([Brownfield Page](#)); (3) Provide notices to stakeholders to circulate among their networks; (4) Publication of program information and documents in the local newspaper, on the City’s website, and on social media for increased visibility to key information related to pertinent programs or topics; and (5) Post notices and program documents at area libraries.

3. TASK DESCRIPTIONS, COST ESTIMATES, & MEASURING PROGRESS:

3.a. Proposed Cleanup Plan:

Contaminated Media to be Addressed: Hazardous substances (e.g. PAHs, VOCs, and RCRA metals) were detected in soil across the Property at concentrations greater than applicable health-based direct contact and groundwater protection standards, rendering the site unsuitable for multi-family residential redevelopment or a public transit center in current form. Groundwater sampling results also identified arsenic, PAHs, and VOCs exceeding applicable groundwater quality standards. The existing VOC impacts in both soil and groundwater pose vapor intrusion concerns for future redevelopment(s). The impacted soil targeted for remediation is associated with releases from historic commercial operations and fill placement on the former Target Property. Institutional controls to maintain engineered barriers to prevent contact with contaminated soil will be enacted by the City and developer following construction. The proposed cleanup is compatible with the intended reuse plans.

Cleanup Method and Disposal Requirements: Upon award, the Analysis of Brownfield Cleanup Alternatives (ABCA) will be finalized, groundwater monitoring wells abandoned, waste characterization sampling conducted to develop waste profiles, and a Remedial Action Plan/Material Management Plan (RAP/MMP) prepared for landfill, WDNR, and USEPA concurrence regarding the proposed cleanup. The RAP/MMP will describe cleanup methods to facilitate Site reuse as a multi-family residential/childcare facility and transit center, as well as the construction of new utilities and infrastructure in the expanded road rights-of-way. The selected remedial approach will be completed by remedial contractors with work overseen by a Qualified Environmental Professional (QEP) firm and regulatory agencies (USEPA and WDNR). Tasks to be completed under this grant will include: (1) pulverizing the existing asphalt parking lot to access the subsurface for cleanup; (2) Excavation/Offsite Disposal of **~2,200 CY** of soil for Proposed Lot 1 (proposed transit center). (3) Capping Lot 1 with clean imported soil and engineered barriers; (4) Excavation/landfill disposal of **~10,240 CY** of impacted soil & limited capping for Proposed Lot 2 (multi-family/childcare building). This task includes importing clean fill and topsoil onsite to complete softscape caps and provide stable sub-base beneath impermeable asphalt and concrete pavements. (5) Excavation/Offsite Disposal of **7,673 CY** of impacted soil and backfill for street expansion through the Target Property to facilitate proper road grades and installation of new utilities. This task includes importing clean granular fill and gravel to provide a stable sub-base beneath impermeable pavements and complete limited capping in softscapes. Sidewalks will be constructed adjacent to the streets to serve as a cap to address potential direct contact concerns. (6) A SSDS will be designed for the multi-family residential building to mitigate the risk from harmful vapors from underlying CVOCs in soil and groundwater. **The SSDS installation will be completed by the developer and not included in this grant.** (7) A

construction documentation report (CDR) will be prepared following completion. All excavated soil will be handled as solid waste and transported/disposed to a local licensed solid waste landfill. Dewatering is not anticipated during excavation.

Description of Tasks/Activities & Outputs: 3.b. Project Implementation; 3.c. Anticipated Project Schedule; 3.d. Task/Activity Lead; 3.e. Outputs:

The City has developed the appropriate tools and procedures to immediately begin implementation of this grant and execute key project activities within the performance period. The City is the owner of the Target Property, therefore, work can begin immediately and completed within the grant period, as reflected in the task descriptions below:

Task 1 - Activity: Program Management	
b. <u>Project Implementation:</u> Procure/Manage QEP; attend two National Brownfield Conferences; prepare Quarterly, Annual Financial Reports, update ACRES database; prepare Grant Closeout Report	
c. <u>Anticipated Project Schedule:</u> QEP procured by the time the Cooperative Agreement is issued (October 1, 2026), Quarterly progress reports will be submitted by Jan. 30th, Apr. 30th, Jul. 30th, and Oct. 30th of each year, with the first due on Jan. 30, 2027. Grant closeout is expected to be completed no later than December 30, 2029.	
d. <u>Task/Activity Leads:</u> City's Project Director will lead this task with support from QEP	
e. <u>Outputs:</u> Admin Records; Contractor Procurement Documentation; (16) Quarterly Reports; (3) Annual Financial Reports; (3) MBE/WBE Reports; (1) Grant Closeout Report	
Task 2 - Activity: Cleanup Oversight	
b. <u>Project Implementation:</u> Finalize ABCA, prepare QAPP, abandon monitoring wells, complete waste characterization sampling to develop waste profiles, prepare RAP/MMP, develop bid specifications, retain remedial contractor, oversee cleanup activities and Davis-Bacon Act (DBA) compliance, and prepare CDR.	
c. <u>Anticipated Project Schedule:</u> Finalize ABCA, prepare QAPP, abandon monitoring wells, complete waste characterization sampling, develop waste profiles and RAP/MMP for WDNR and landfill approvals, and design SSDS during Q1 & Q2 FY27. Develop bid specs, retain remedial contractor, and implement cleanup plan in Q2 & Q3 FY27. Complete DBA compliance documentation concurrent with Task 3. Prepare CDR in Q3-Q4 FY28.	
d. <u>Task/Activity Leads:</u> City's Project Director and QEP, with input from WDNR and USEPA PMs	
e. <u>Outputs:</u> ABCA; QAPP; waste profiles; RAP/MMP; bid spec; DBA Summary; Const. Doc. Report, SSDS design	
Task 3 - Activity: Cleanup (Remediation Contractor Only)	
b. <u>Project Implementation:</u> Implement cleanup plan described in Section 3.a	
c. <u>Anticipated Project Schedule:</u> Q1 FY27 through Q2 FY28	
d. <u>Task/Activity Leads:</u> City's Project Director, Remedial Contractor's PM (to be retained in Q2 FY27), and QEP PM	
e. <u>Outputs:</u> Daily construction logs; landfill tickets	
Task 4 - Activity: Community Outreach	
b. <u>Project Implementation:</u> Prepare and implement a Site-Specific CIP, host public meetings to discuss Target Property cleanup and redevelopment plans; community outreach events	
c. <u>Anticipated Project Schedule:</u> Scheduled outreach activities will be ongoing with the first meeting held as early as Q1 FY27 and will end with completion of construction in FY 2028.	
d. <u>Task/Activity Leads:</u> City's Project Director and BAC, with input from QEP and community partners	
e. <u>Outputs:</u> CIP, meeting deliverables, reuse plans, presentation materials	

3.f. Cost Estimates:

The total cleanup costs requested by the City are estimated to be \$3,261,700. Personnel (\$38/hr) and fringe (\$12/hr) are an average of City staff. Contractual and construction estimates are based on responses to recent bids issued within the past year.

Budget Categories		Task 1	Task 2	Task 3	Task 4	Total
		Program Management	Cleanup Oversight	Cleanup	Community Outreach	
Direct Costs	Personnel	\$3,952				\$3,952
	Fringe	\$1,248				\$1,248
	Supplies				\$2,500	\$2,500
	Travel	\$3,500				\$3,500
	Contractual	\$12,000	\$281,200		\$5,500	\$298,700
	Construction			\$2,951,800		\$2,951,800
TOTAL BUDGET		\$20,700	\$281,200	\$2,951,800	\$8,000	\$3,261,700

Task 1 – Program Management = \$20,700

Cost Basis and Assumptions: Personnel/Fringe Costs of **\$5,200** are budgeted for an estimated 104hr (@\$50/hr) of work by the City PM and staff to manage the grant and review and submit all program reports. Travel Costs of **\$3,500** are budgeted for expenses for two City staff members to attend one 3-day USEPA-sponsored National Brownfield conference. Travel costs are estimated on airfare costs of \$450/person (\$450 x 2 = \$900 for 2 tickets), hotel/meal costs of \$290 per person/day (\$290 x 2 x 3 = \$1,740 for 3 days), conference registration (\$350 x 2 = \$700) and costs for ground transportation and incidentals of \$80/person/event (\$80 x 2 = \$160). Contractual Costs of **\$12,000** are budgeted for an estimated 96hrs (@ \$125/hr) for QEP to provide assistance in completing required reports: preparation of quarterly reports and maintenance of the ACRES database (5hr/quarter* 16 quarters=80hr), annual financial and WBE/MBE reports (4 @ 2 hr each = 8 hrs); and final closeout report (1 @ 8 hr = 8 hr).

Task 2 – Cleanup Oversight: Total Budget = \$281,200

Cost Basis and Assumptions: This budget includes all contractual costs for remediation activities and oversight to be completed as part of the RDA's USEPA cleanup grant. Contractual Costs of **\$281,200** are budgeted for the following work to be performed by the QEP: complete pre-design waste characterization sampling (\$50,000, includes driller and lab costs); prepare a RAP/MMP (100hr @ \$150/hr); prepare bid specs and assist City in bidding (180hr @ \$150/hr); remedial oversight (65 days @ \$1,500/day); prepare CDR(s) (125hr @ \$150/hr); designing a Sub-Slab Depressurization System (SSDS; 80hr @ \$150/hr).

Task 3 – Cleanup: Total Budget = \$2,951,800

Cost Basis and Assumptions: Construction Costs of **\$2,951,800** are budgeted for the remedial activities at the Target Property detailed by Housing Development, Transit Building, and Road ROW portions of the project. Housing Development construction cleanup costs (\$1,048,521) include removal of impacted soil and surficial soil removal posing direct contact concern (6,353 CY of soil @ \$17/CY to excavate, load, haul, and landfill disposal of 6,353 CY*1.4 CY/ton=8,894 tons @ \$80/ton). To address direct contact concerns, the site will be capped with a combination of impermeable surfaces (sidewalk cap @ \$42,000, asphalt parking lot @ \$54,000, playground cap @ \$45,000) and landscaped surfaces (1,240 CY general fill @ \$40/CY and 620 CY of topsoil @ \$20/CY) and a vapor mitigation system will be installed within the building (\$26,000). Transit Building construction cleanup costs (\$464,642) include excavation of surficial soil and hardscape surfaces (2,226 CY of soil @ \$17/CY to excavate, load, haul, and landfill disposal of 2,226 CY*1.4=3,116 tons @ \$80/ton). To address direct contact concerns, the site will be capped with a combination of impermeable surfaces (5,400 SF of concrete @ \$15/SF and 225 tons of asphalt @ \$200/ton overlaying road base gravel [400 CY @ \$20/CY]) and landscaped surfaces (828 CY general fill @ \$40/CY and 416 CY topsoil @ \$25/CY). Road ROW construction cleanup costs (\$1,066,370) include excavation and offsite disposal of impacted soils in the location of future utilities, roads, and sidewalks (15,626 CY of soil @ \$17/CY to excavate, load, haul and landfill disposal of 15,626*1.4=21,876 tons @ \$80/ton). **ADD curb/gutter and sidewalk removal.** To address direct contact concerns, the area will be capped with impermeable surfaces (concrete sidewalks @

Lot 1, Lot 2, and the street expansion portions of the project. Lot 1 construction cleanup costs (\$256,870) include removal of remaining asphalt, excavation and offsite disposal of impacted soils in area of the transit center foundation and surficial soil removal posing direct contact concern (1200 CY of soil @ \$25/CY to excavate, load, haul and landfill disposal of 1200 CY*1.4 CY/ton=1680 tons @ \$50/ton). To address direct contact concerns the site will be capped with a combination of impermeable surfaces (5,400 SF of concrete @ \$15/SF and 225 tons of asphalt @ \$200/ton overlaying road base gravel (400 CY @ \$20/CY)) and landscaped surfaces (315 CY granular fill @ \$18/CY and 160 CY of topsoil @ \$20/CY). Lot 2 construction cleanup costs (\$1,714,000) include excavation and offsite disposal of impacted soils posing a direct contact concern and impact the groundwater in footprint of future residential building with underground parking, and surficial soil posing a direct contact concern on remainder of property (17,340 CY of soil @ \$25/CY to excavate, load, haul soil; landfill disposal of 17,340 CY*1.4 CY/ton=24,276 tons @ \$50/ton; and erosion control/asphalt removal @ \$25,630). To address direct contact concerns the landscaped areas and future parking lots will be capped with: 1,165 CY granular fill @ \$18/CY, 290 CY of topsoil @ \$20/CY, and 715 CY of road base gravel @ \$20/CY. Street Expansion construction cleanup costs (\$1,749,535), excavation and offsite disposal of impacted soils in excess of cleanup standards in location of future utilities, roads, and sidewalks. It is estimated the 14,775 CY of soil will be landfilled (@ \$25/CY to excavate, load, haul and 14,775 CY*1.4 CY/ton=20,685 tons @ \$50/ton). To address direct contact concerns, the area will be capped with impermeable surfaces (9,470 SF of concrete sidewalks @ \$8/SF) or road base gravel (4,800 CY @ \$20/CY). The contaminated soil excavations for utility installation will be backfilled with granular fill (9,675 CY granular fill @ \$18/CY).

Task 4 – Community Outreach: Total Budget = \$8,000

Cost Basis and Assumptions: Supply Costs of **\$2,500** are budgeted for printing costs (\$1,500) and mailing for public notices (\$1,000). Contractual Costs of **\$5,500** for 44 hr by QEP @ \$125/hr to prepare CIP and outreach activities.

3.g. Plan to Measure and Evaluate Environmental Progress and Results:

Project results/outputs and outcomes will be tracked, on monthly, quarterly, and annual basis using existing tools such as Microsoft Project. Microsoft Project will be used to track outputs, progress, and schedule continuously, with quarterly

progress reports and annual financial reports also being prepared in ACRES for EPA review. Reporting will be performed under Task 1 and will ensure the grant funds are expended in a timely and efficient manner to the greatest benefit of the community. Progress will be compared to the project schedule proposed in Section 3.b; if a deviation of more than one fiscal quarter is reached, interventions (ex. increased team meetings) will be implemented to maintain the project schedule. Project outcomes and accomplishments, including project milestones/deliverables, and leveraged resources, will be tracked via ACRES. Outcomes will be quantified in a final progress report by comparing future community demographics/welfare characteristics to current conditions such as: (1) acreage of shovel-ready portions of the Target Property; (2) leveraged investment in the Target Property; (3) increased community connectivity through public transit and road expansion. The city will also track how outcomes have advanced the City's Brownfield Objectives of: (4) increasing developer interest in the Target Area; (5) amount of public and private funding leveraged; (6) increasing property values in the Target Area; (7) reducing poverty rates and increasing in median household income within the CT; and (8) introducing housing options. If the timelines for advancing phase(s) of work at the Target Property are not well-aligned with the USEPA grant project period, then the City and QEP will work with WDNR/USEPA to adjust the approach to maintain progress on achieving the outcomes. The City will **track long-term** outcomes on a five-year basis and may report on these in future brownfield conferences, fact sheets and/or website.

4. PROGRAMMATIC CAPABILITY & PAST PERFORMANCE: Programmatic Capability;

4.a. Organizational Structure; 4.b. Description of Key Staff;

Following procedures used in previously awarded USEPA grants, administrative aspects of the project will be managed by the City's RDA with technical assistance provided by staff in the City's Community Development (CDD), Planning, Engineering, and Utilities Departments. RDA personnel will ensure the timely and successful expenditure of funds in the grant period. RDA and City CDD staff will serve as the BAC to solicit public input and engage the community with updates to the project. Although the RDA has not previously received a USEPA grant, RDA staff have experience with successfully implementing USEPA grant awards. **Christopher Klesmith**, employed by the City and the RDA as the Neighborhood Planner and Economic Development Specialist, will be the Project Director and oversee implementation of all grant activities, including tracking, reporting, and coordinating with the USEPA, WDNR, and other agencies as necessary. Mr. Klesmith has served the City since 2022, leading redevelopment initiatives on brownfield sites and managing the City's FY22 CWA grant which was expended on time and budget. Mr. Klesmith has a bachelor's degree from UW Madison and specializes in working among municipalities and non-profits to implement federal, state, and local grant funds for redevelopment. **Jarod Kivela**, Community Development Director, **Scott Beduhn**, Public Works Director and **Joel Lemke**, Public Utilities and Transportation Director with the City will assist with technical aspects of the grant and leverage their collective 45 years of experience to ensure efficient project execution. **Corey Ladick**, a Comptroller-Treasurer with the City will provide financial tracking to ensure all financial grant requirements are met, documented, and reimbursement requests made regularly. Mr. Klesmith can also draw on the skills of additional support staff which include: a planner, engineer, surveyor, utilities superintendent, GIS specialist, and administrative professionals to complete grant objectives.

4.c. Acquiring Additional Resources:

Through experience implementing the City's FY19 and FY21 USEPA assessment grant awards, Mr. Klesmith with RDA resources has the ability to acquire a QEP firm per the requirements of 2 CFR 200.317 - 200.326 and any additional expertise or resources necessary to implement this USEPA Cleanup Grant. Additional contractors can be retained following similar procurement methods. The RDA also maintains resources and expertise to recruit qualified replacements for any key Project staff that depart. Therefore, the RDA has tools and procedures in place to immediately begin implementation of this grant and execute key project activities within the performance period.

Past Performance & Accomplishments

4.e. Has not received an USEPA Brownfields Grant but has Received Other Federal or Non-federal Financial Assistance Agreements;

4.e. (1) Purpose and Accomplishments

Since its inception, the RDA has not received a USEPA funded or any other federally funded grant. The RDA has however received a state level WDNR Ready for Reuse Grant (RRG-044). The grant was initially awarded in 2014 for \$155,737 and amended to \$200,000. The grant period ran from 8/14/2015 through 1/14/2018 supporting site preparations to reuse the former Lullabye site which lies less than 200 feet northwest of the Target Property. Grant funds were used to clean up historic contamination from industrial operations and facilitate the Northside Yard redevelopment, an ~ \$25M, 211-unit mixed use residential project.

4.e. (2) Compliance with Grant Requirements

The RDA's RRG-044 grant was completed successfully and met all terms and conditions of the agreement which included the workplan and schedule. All funds were spent down in Spring of 2017 ahead of schedule with no corrective measures needed for grant completion.