

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

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

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

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

**February 16, 2026
7:00 PM**

OR

Zoom Teleconferencing

Meeting ID: 841 8206 9715 | Passcode: 711421

By Computer: [Zoom Link](#)

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

Agenda

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

Consideration and Possible Action on the Following:

6. Consent Agenda:
 - a. Minutes of the Common Council Meeting of January 20, 2026.
 - b. Actions of the Police and Fire Commission meeting of February 5, 2026:
 3. Approval of Minutes.
 4. Confirmation of Bills.
 7. Discussion, with possible action, on moving forward with the employment of new Probationary Firefighter/Paramedic candidate, Cooper Peloquin.
 8. Discussion, with possible action, on moving forward with the Portage County Fire Service Agreement with the City and Stevens Point Fire Department.
 9. Discussion, with possible action, on moving forward with the Mutual Aid Box Alarm System Agreement with the City and Stevens Point Fire Department.
 - c. Minutes and Actions of the Plan Commission meeting of February 2, 2026:
 2. Report of the December 15, 2025 and January 5, 2026 meetings of the City Plan Commission.

11. December 2025 Monthly Report.
12. Director's Report.
- d. Minutes of the Joint Plan Commission and Historic Preservation / Design Review Commission meeting of February 2, 2026.
- e. Actions of the Board of Water and Sewerage Commissioners meeting of February 9, 2026:
 2. Approval of minutes.
 3. Approval of department claims.
 4. Capital Operations and Maintenance Plan.
- f. Actions of the Airport Commission meeting of February 9, 2026:
 2. Approval of minutes.
 3. Capital Operations and Maintenance.
 4. Approval of department claims.
- g. Minutes and Actions of the Personnel Committee meeting of February 9, 2026:
 2. Request for Leave of Absence.
- h. Minutes of the Board of Public Works meeting of February 9, 2026.
- i. Minutes and Actions of the Public Policy and General Government meeting of February 9, 2026:
 2. License List.
 3. Request to Hold Event/street closing.
- j. Minutes and Actions of the Finance Committee meeting of February 9, 2026:
 3. Approval of Funding for a screener for the Department of Public Works to screen sand.
 4. Approval of Claims Paid.
- k. Statutory Monthly Financial Report by Comptroller/Treasurer.
7. Move into closed session pursuant to Wisconsin Statutes 19.85(1)(g) (conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved) on the following:
 - A. A request from Trent Kastenschmidt, representing Kwik Trip, Inc., for a conditional use permit to operate a gas station on the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118), consistent with Ch. 23.02(4)(e)(4)(c)(4)(e).
8. Reconvene for Possible Action on the above-reference closed session.
9. Resolution - A request from Trent Kastenschmidt, representing Kwik Trip, Inc., for a conditional use permit to operate a gas station on the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118), consistent with Ch. 23.02(4)(e)(4)(c)(4)(e).
10. Resolution - A request from Trent Kastenschmidt, representing Kwik Trip, Inc., for a conditional use permit to operate a car wash on the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID

281230802301118), consistent with Ch. 23.02(2)(d)(3)(k).

11. Resolution - A request from Trent Kastenschmidt, representing Kwik Trip, Inc., for a conditional use permit to construct off-premise signage on the property located at 3383 Hoover Road (Parcel ID 281230802301117), consistent with Ch. 23.02(2)(a)(3)(j).
12. Discussion and Possible Action on a Grant to Partnering Together Portage County, or subsidiary entity, for the purchase of 2854 Church Street for the purpose of operating a Homeless Shelter/Resource Center.
13. Ordinance Amendment - Creation of 8.21 Camping on City Property Prohibited and creation of a portion of subsection 24.27 Exhibit A Schedule of Cash Deposits.
14. Amendment to Option to Purchase with Michael W and Jacqueline Hintz Joint Revocable Trust for Parcel Identification Number 281230801440001 in the City of Stevens Point
15. Ordinance Amendment - A request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point. Said request identifies Norton Way and Hall Avenue as public streets within the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118).
16. Resolution - Acceptance of dedicated land for right-of-way purposes - Norton Way and Hall Avenue within the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118).
17. Resolution - A request from William Schierl, representing the RA Cook & JI Altenburg Cooperative, for a conditional use permit to operate a cocktail lounge on the property located at 2041 Madison Street (Parcel ID 281240832403709), consistent with Ch. 23.02(2)(b)(3)(f).
18. Resolution - A request from Bill Pritchard, representing the Elizabeth Revocable Trust, for a preliminary subdivision plat review on an unaddressed parcel bounded by West Zinda Drive (Parcel ID 281240831401241) and Lots 1-15 of the Riverwood West Subdivision (Parcel ID 281240831401211-281240831401226), consistent with Ch. 20.05(1).
19. A request from the City of Stevens Point for a site plan review to construct a principal structure, parking lot and associated site improvements on an unaddressed parcel bounded by Water Street and Ellis Street (Parcel ID 281240832202055).
20. Ordinance Amendment - To approve the amendments in Chapter 9, Section 9.19 to create an additional ATV/UTV Route.
21. Resolution - World Migratory Bird Day.
22. Adjournment.

RMC – Revised Municipal Code

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

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

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during the regular business hours from 7:30 A.M. to 4:00 P.M.

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

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

**January 20, 2026
7:00 PM**

OR

Zoom Teleconferencing

1. Roll Call.

Present:

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

Excused:

Ald. Buse.

2. Salute to the Flag and Mayor's opening remarks.

3. Persons who wish to address the Mayor and Council on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Common Council during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Mayor.

4. Persons who wish to address the Mayor and Council for up to three (3) minutes regarding a non-agenda item.

Andrea Olson, 410 Franklin Street, spoke about open meeting laws, transparency, structure of meetings, rules surrounding meetings, use of electronic devices during meetings and standardized meetings.

Consideration and Possible Action on the Following:

5. Consent Agenda:

a. Minutes of the Common Council Meeting of December 15, 2025.

b. Actions of the Police and Fire Commission meeting of December 4, 2025:

4. Approval of Minutes.

5. Confirmation of Bills.

8. Discussion, with possible action, on approval of promotions of Sgt. Ross Wierzba and Sgt. Alex Beach to Lieutenant on a date to be determined in January 2026, due to promotion and retirement.

9. Discussion, with possible action, on approval of Lead Officer Jason Dienger and Lead Officer Cole O'Neil to Sergeant pending approval of Wierzba and Beach, on a date to be determined in January 2026.

10. Discussion, with possible action, on approval of an eligibility list good through February 15, 2026, for Lieutenant and Sergeant (pending Chief's promotional process).

11. Discussion, with possible action, on approval to hire David Swanson and

Joseph Romano as Officer Recruits w/training with the anticipated start date of December 8, 2025.

- 12. Police Chief Report.**
- 13. Discussion, with possible action, for approval on the promotion of Battalion Chief Jared Hopfensperger to the position of Division Chief of the Fire Bureau, effective January 5, 2026.**
- 14. Discussion, with possible action, on the ability to continue running an Internal/External hiring process for possibly two Battalion Chief positions within the Stevens Point Fire Department in 2026.**
- 16. Fire Chief Report/EMS Report/EM Report.**

Actions of the Police and Fire Commission meeting of December 8, 2025:

- 3. Discussion, with possible action, on selecting the next Stevens Point Chief of Police.**

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

- 3. Approval of Minutes.**
- 4. Confirmation of Bills.**
- 7. Approval of Lt. Joe Johnson to serve as Interim Assistant Chief starting January 7, 2026, and ending February 22, 2026.**
- 8. Police Chief Report.**
- 9. Discussion, with possible action, to hire a new Battalion Chief for the City of Stevens Point Fire Department.**
- 10. Discussion, with possible action, on the proposed Charging Policy for the Stevens Point Fire Department.**
- 11. Discussion, with possible action, to move forward with the WI-TF1 MOU Agreement with the City and Stevens Point Fire Department.**
- 12. Discussion, with possible action, on the newly completed 2026-2031 Strategic Plan for the Stevens Point Fire Department.**
- 13. Fire Chief Report/EMS Report/EM Report.**

c. Minutes and Actions of the Plan Commission meeting of January 5, 2026:

- 2. Report of the December 1, 2025 meeting of the City Plan Commission.**
- 6. A request from Bill Pritchard, representing the Elizabeth Revocable Trust, for a conceptual subdivision plat review for a proposed subdivision on an unaddressed parcel off of West Zinda Drive (Parcel ID 281240831401241).**
- 7. April-November 2025 Monthly Reports.**
- 8. Director's Report.**

d. Actions of the Board of Water and Sewerage Commissioners meeting of January 12, 2026:

- 2. Approval of minutes.**
- 3. Approval of department claims.**

e. Actions of the Airport Commission meeting of January 12, 2026:

- 2. Approval of minutes.**
- 3. Approval of departments claims.**

f. Actions of the Transportation Commission of January 12, 2026:

- 2. Approval of November 10, 2025 minutes.**
- 3. Approval of the November and December 2025 Financial/Claims Reports.**

g. Minutes of the Board of Public Works meeting of January 12, 2026.

h. Minutes and Actions of the Public Policy and General Government meeting of January

12, 2026:

2. License List.

- i. Minutes and Actions of the Finance Committee meeting of January 12, 2026:**
 - 5. Approval of funding for the purchase of a Bobcat Toolcat for the Parks Department.**
 - 6. Approval of Claims Paid.**
- j. Statutory Monthly Financial Report by Comptroller/Treasurer.**

Jackie Shimke, 440 West Trillium Court, spoke about consent agenda item 5c6 and reckless driving on West River Drive.

Mayor Wiza spoke about a point of clarification for item h. The correct minutes for approval have been handed out and will be added to the Common Council minutes.

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

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

6. Request to approve the Cover Sheet for the previously approved Land Swap Agreement with Portage County.

Andrea Olson, 410 Franklin Street, spoke against the land swap agreement.

Mayor Wiza spoke about the land swap agreement cover sheet and how it clarifies key points that include a single point of access at City Hall no sooner than June 1, 2026 and that Portage County agrees to vacate the use of the building at 1039 Ellis Street no later than January 23, 2026. An amended cover letter that addresses an easement was handed out to the body and will be included within the Common Council minutes.

Ald. Christianson moved, Ald. Lang seconded, to approve the request with the amended clarification added to it.

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

7. Ordinance Amendment - Section 15.02: Aldermanic District Boundaries.

Clerk Pagel gave a brief overview of the Ordinance Amendment.

Ald. Guthrie asked how the electors impacted by a polling location change have been noticed.

Clerk Pagel clarified that nearly 7,000 postcards were sent out in August to all electors impacted.

Mayor Wiza asked if moving forward with a larger notice going out to electors if Alderpersons could receive notification.

Ald. Kneebone moved, Ald. Birr seconded, to approve the amendment.

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

Nays: None. Motion carried.

8. To award the 1039 Ellis Street Demolition Project #25-801 to Robinson Brothers Environmental, Inc. for an amount not to exceed \$344,885.00.

Mayor Wiza gave a brief overview of the bid with the demo to start on January 26, 2026 and be shovel ready by May 26, 2026.

Andrea Olson, 410 Franklin Street, spoke in favor of the bid.

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

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

Nays: None. Motion carried.

9. Adjournment.

Adjourned at 7:30 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
January 12, 2026 - 6:05 PM**

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

OR

Zoom Teleconferencing

1. Roll Call.

Present:

Ald. Keymer, Birr, Steinmetz, Lang.

Excused:

Ald. Buse.

2. License List:

- A. “Class B” Beer & Liquor License: Holiday Inn Convention Center at 1001 Amber Avenue, Stevens Point for license period beginning February 3, 2026.**
- B. Temporary Class “B” Beer License: St. Joseph Parish, 1709 Wyatt Avenue, Stevens Point, Winterfest on February 13, 2026 at 1709 Wyatt Avenue, Stevens Point.**

No concerns from law enforcement.

Ald. Steinmetz moved, Ald. Lang seconded, to approve the license list.

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

3. Adjournment.

Adjourned at 6:06 p.m.

**COVER SHEET FOR THE LAND SWAP AGREEMENT BETWEEN
PORTAGE COUNTY AND THE CITY OF STEVENS POINT**

This cover sheet applies to the attached Land Swap Agreement between Portage County and the City of Stevens Point (the Land Swap Agreement). For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties acknowledge and agree as follows:

1. At its May 19, 2025 meeting, the City of Stevens Point Common Council approved the attached Land Swap Agreement.
2. At its May 20, 2025 meeting, the Portage County Board of Supervisors also approved the same, attached Land Swap Agreement.
3. Except as set forth in this cover sheet, the attached Land Swap Agreement between the Parties is incorporated herein by reference.
4. Any provisions in the Land Swap Agreement to the contrary notwithstanding, this cover sheet modifies the Land Swap Agreement to explicitly include the following provisions:

The date of the City vacating its 27% occupancy of the County/City building is expected to be in July of 2027, the specific date of which will be determined and mutually agreed upon.

Separate and apart from the City vacating its ownership interest and transferring it to the County, the County will have full and independent authority to take all necessary security steps, including single-point access to the entire courthouse building, facility, and structure, no sooner than June 1, 2026.

County agrees to relinquish any storage provisions, as outlined in item 4 of the agreement, and vacate all use of the building no later than January 23, 2026, to allow the City's demolition contractor to begin on January 26, 2026.

The County shall have the right and authority to terminate the ingress and egress easement upon construction completion of the City's new building facility on the Ellis Street property.

Other than the foregoing provisions, all other terms and conditions of the Land Swap Agreement shall remain in full force and effect.

5. Each Party has read this cover sheet and its attachment and certifies that it will comply with all its terms and conditions and that the official executing this document has lawful authority to bind the Party.

For the City of Stevens Point:

For Portage County:

Mike Wiza, City of Stevens Point Mayor

John Pavelski, Portage County Executive

Date of Mayor's Signature: _____

Date of County Executive's Signature: _____

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF FEBRUARY 5, 2026, at 1:00 PM**

1. **Roll Call:** Commissioners Behrendt, Jones, Kirschling, Pingel

Excused: Commissioner Mrozek

Also Present: Fire Chief Moody, Interim Police Chief Williams, Ast. Chief Zvara, Ast. Chief Mueller, DC Hopfensperger, Deputy Fire Marshal Malin, Alderperson Kneebone, RB Supervisor Tork
2. **President's Report**
3. **Approval of Minutes**

Commissioner Kirschling moved, seconded by Commissioner Pingel.

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

Commissioner Pingel moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.
5. **Inform the Commission of the MOU between the City of Stevens Point and Stevens Point Police Officers Organization, regarding Article 5 – Pay Periods (to account for a change in the 01/01/27 payday to be on 01/04/27 instead of 12/31/26); and Article 6 – Wages (where the incorrect date was identified and changed from 01/01/2024 – 12/31/2025 to reflect the current contract date of 01/01/2026 – 12/31/2028).**
6. **Police Chief Report**

Commissioner Kirschling moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.
7. **Discussion, with possible action, on moving forward with the employment of new Probationary Firefighter/Paramedic candidate Cooper Peloquin.**

Commissioner Kirschling moved, seconded by Commissioner Jones.

Ayes, all; nays, none. Motion carried.

8. Discussion, with possible action, on moving forward with the Portage County Fire Service Agreement with the City and Stevens Point Fire Department.

Commissioner Pingel moved, seconded by Commissioner Kirschling.

Ayes, all; nays, none. Motion carried.

9. Discussion, with possible action, on moving forward with the Mutual Aid Box Alarm System Agreement with the City and Stevens Point Fire Department.

Commissioner Kirschling moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

10. Fire Chief Report/EMS Report/EM Report

Commissioner Pingel moved, seconded by Commissioner Kirschling.

Ayes, all; nays, none. Motion carried.

11. Adjournment

The meeting adjourned at 1:26 p.m.



MINUTES

CITY PLAN COMMISSION

Members

- Mayor Wiza
- Alderperson Kneebone
- Commissioner Arntsen
- Commissioner Beacom
- Commissioner Rice
- Commissioner Schade Stroik
- Commissioner Schuler

Date and Time: February 2, 2026
6:00 PM

Location: Community Room
933 Michigan Avenue, Stevens
Point, WI

OR

Zoom Teleconferencing

Opening Section:

1. Roll Call

- Meeting called to order at 6:00 P.M.
- Members present: Mayor Wiza, Alder Kneebone, Commissioners Arntsen, Beacom, Rice, Schade-Stroik, Schuler

Discussion and Possible Action on:

2. Report of the December 15, 2025 and January 5, 2026 meetings of the City Plan Commission.

- Background: Minutes of the December 15, 2025, and January 5, 2026, meetings of the City Plan Commission were included in the agenda packet.
- Discussion: A correction was found and staff was directed to make the necessary changes.
- Motion: Schade-Stroik moves to accept the meeting minutes as amended.
- Second: Schuler seconds the motion.
- Vote: Unanimous approval.

3. Public Hearing and action on a request from William Schierl, representing the RA Cook & JI Altenburg Cooperative, for a conditional use permit to operate a cocktail lounge on the property located at 2041 Madison Street (Parcel ID 281240832403709), consistent with Ch. 23.02(2)(b)(3)(f).

- Background: Associate Planner & Zoning Administrator Kuhn provides an overview of the request.
- Discussion: Commissioner Rice communicates that he will abstain from discussion and voting on this item.

- Public Hearing:
 - Allison Birr, District Five Alder, 1616 Division Street, speaks about the void that this project would fill in the neighborhood and the increase of pedestrian traffic.
 - William Schierl, 109 County Road E South, clarifies that the use would be more akin to a community gathering space than a traditional cocktail lounge.
 - Amanda Wysocki, 2040 Madison Street, asks if there would be live bands on occasion.
 - Discussion: William Schierl answers Amanda Wysocki's question, detailing that he doesn't anticipate live music being a main core function but that it could be a possibility on occasion.
 - Motion: Beacom moves to approve with staff recommendations.
 - Second: Kneebone seconds the motion.
 - Vote: Unanimous approval; One abstention.
- 4. Public Hearing and action on a request from Bill Pritchard, representing the Elizabeth Revocable Trust, for a preliminary subdivision plat review on an unaddressed parcel bounded by West Zinda Drive (Parcel ID 281240831401241) and Lots 1-15 of the Riverwood West Subdivision (Parcel ID 281240831401211-281240831401226), consistent with Ch. 20.05(1).**
- Background: Associate Planner & Zoning Administrator Kuhn provides an overview of the request.
 - Public Hearing:
 - Katie Schimke, 440 West Trillium Court, speaks about the environmental impact of the project and the effect on the wetlands the project would have. She referenced previous meetings where it was communicated that there would not be development on the wetlands.
 - Jackie Schimke, 440 West Trillium Court, shares concerns regarding the proposed project and the wetlands that much of it is set to be built on. She spoke about the difficulties in trying to make their streets safer for pedestrians, and the increase in traffic if this project moves forward.
 - Savannah Heiber, 5272 Forest Circle South, speaks about the need for natural resources to be protected.
 - Discussion:
 - Associate Planner & Zoning Administrator Kuhn answers questions regarding the minimum lot size needed, wetland setback requirements, enforcement of zoning setbacks, wetland delineations, and required permits.
 - Andrea Olson, 410 Franklin Street, asks if the developer has considered donating some of the wetland area to a trust to better protect the land.
 - Motion: Arntsen moves to approve with staff recommendations.
 - Second: Rice seconds.
 - Motion carries with 5 votes in favor and 2 against.
- 5. Move into closed session pursuant to Wisconsin Statutes 19.85(1)(g) (conferring with legal counsel who is rendering oral or written advice**

concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved) on the following:

A. A request from Trent Kastenschmidt, representing Kwik Trip, Inc., for a conditional use permit to operate a gas station on the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118), consistent with Ch. 23.02(4)(e)(4)(c)(4)(e).

- Background: Attorney Beveridge gives an overview of the need for a closed session.
- Motion: Kneebone moves to enter closed session.
- Second: Beacom seconds the motion.
- Vote: Aye; Wiza, Kneebone, Arntsen, Beacom, Rice, Schade-Stroik, Schuler. Nay; none. Motion carries.

6. Return into open session for a decision on a request from Trent Kastenschmidt, representing Kwik Trip, Inc., for a conditional use permit to operate a gas station on the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118), consistent with Ch. 23.02(4)(e)(4)(c)(4)(e).

- Background: Mayor Wiza gives a brief overview of the request and notes that the City received over 30 emails regarding the request. Staff details changes that have been made since the previous meeting, including changes in the site design, spill response plan, and other updated language.
- Discussion:
 - Savannah Heiber, 5272 Forest Circle South, speaks in opposition to the request, citing concerns about the vegetative buffer and enforceable protections.
 - Stacy Kizewski, 5279 Forest Circle South, speaks in support of the request, sharing his hopes of the project alleviating tax burdens.
 - Kevin Lutz, 504 Autumn Court, Whiting Village Turstee, speaks in opposition to the request, citing concerns regarding oil spills and the effects on the water supply.
 - Justin Frahm, JSD Professional Services, shares information regarding lighting plans and updated boundaries.
 - Lynn Markham, 302 Georgia Street N, speaks in opposition to the request, sharing concerns about public health and property values.
 - Christine Mechenich, 4416 Second Street, speaks in opposition to the request, citing concerns about the monitoring plan.
 - Elizabeth Trzebiatowski, 3262 Sunflower Road, speaks in opposition to the request, sharing concerns about public health effects.
 - Laura Wahn, 5248 Forest Circle South, speaks in opposition to the request, citing concerns regarding public health.
 - Alicia Skrenes, 5316 Forest Circle, speaks in opposition to the request, sharing concerns regarding air-borne contaminants.
 - Scott Tiegan, Vice President of Kwik Trip stores, shares information

regarding the conditions set forth and his compliance with all review standards.

- Andrea Olson, 410 Franklin Street, speaks in opposition to the request, citing concerns regarding risk management.
- Kevin Nestigen, Environmental Manager with Kwik Trip, shares that the conditions presented are the strictest of all locations and that Kwik Trip will adhere to all conditions set forth in the Conditional Use Permit.
- Discussion:
 - Mayor addresses the commission.
 - Director Lemke answered questions regarding baseline testing.
- Motion: Arntsen moves to deny the conditional use permit for the gas station.
- Second: Kneebone seconds the motion.
- Discussion: Commissioners discuss the motion.
- Vote: Voice vote; 3 votes in favor and 4 against. Roll call vote; Ayes: Kneebone, Rice, Arntsen; Nays: Wiza, Beacom, Schade-Stroik, Schuler. Motion fails with 3 votes in favor and 4 against.
- Motion: Beacom moves approval with staff recommendations.
- Second: Schuler seconds the motion.
- Discussion: Commissioners discuss the motion.
- Vote: Roll call vote; Ayes: Wiza, Beacom, Schade-Stroik, Schuler; Nays: Kneebone, Arntsen, Rice. Motion carries with 4 votes in favor and 3 against.

7. Public Hearing and action on a request from Trent Kastenschmidt, representing Kwik Trip, Inc., for a conditional use permit to operate a car wash on the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118), consistent with Ch. 23.02(2)(d)(3)(k).

- Background: Associate Planner & Zoning Administrator Kuhn provides an overview of the request and answers questions from commissioners.
- Public Hearing:
 - Lynn Markham, 302 Georgia Street N, asks about the cleaners that would be used and requests a continuously updated list of those cleaners be provided.
 - Christine Mechenich, 4416 Second Street, speaks about adding new conditions if circumstances change at any point.
 - Lynn Markham, 302 Georgia Street N, speaks in favor of allowing new conditions to be added in relation to chemical usage in the future.
 - Andrea Olson, 410 Franklin Street, speaks about a condition to add future conditions.
 - Elizabeth Trzebiatowski, 3262 Sunflower Road, speaks about recent research and the need for standards to change as more information comes to light.
 - Savannah Heiber, 5272 Forest Circle South, speaks about vegetative buffers and shares stories of children in the surrounding neighborhood.
- Discussion:
 - Kevin Nestigen, Environmental Manager with Kwik Trip, speaks about the SDS's for the chemicals used that they provide to communities and has

- confirmed that they do not use PFAS in them.
- Attorney Beveridge answers questions regarding the inclusion of an SDS requirement condition into the conditional use permit.
- Lynn Markham, 302 Georgia Street N, asks if Kwik Trip would agree to a condition stating that they would not use fluorine-based chemicals at their site.
- Victor Baeten, owner of the Parcel, speaks about the fence options he presented to neighbors and indicated that the chosen cedar fence would be put up in the spring.
- Lynn Markham, 302 Georgia Street N, shares concerns regarding airborne contaminants that would not be stopped by fencing.
- Commissioners and staff discuss the request.
- Lynn Markham, 302 Georgia Street N, speaks about changing the trees on lot one to provide a buffer and asks the owner to provide a fifty-foot deep vegetative buffer on lot three.
- Savannah Heiber, 5272 Forest Circle South, speaks about the height of trees needed for a vegetative buffer.
- Commissioners and staff continue to discuss the request.
- Justin Frahm, JSD Professional Services, asks for any conditions of lot three be subject to a separate application.
- Motion: Kneebone moves to deny the permit for the car wash.
- Second: Due to a lack of a second, the motion fails.
- Motion: Wiza moves approval with staff conditions.
- Second: Rice seconds the motion.
- Vote: Motion carries with 6 votes in favor and 1 against.

8. Public Hearing and action on a request from Trent Kastenschmidt, representing Kwik Trip, Inc., for a conditional use permit to construct off-premise signage on the property located at 3383 Hoover Road (Parcel ID 281230802301117), consistent with Ch. 23.02(2)(a)(3)(j).

- Background: Associate Planner & Zoning Administrator Kuhn provides an overview of the request and answers questions from commissioners.
- Public Hearing:
 - Alicia Skrenes, 5316 Forest Circle, asks about the orientation of the signs, if you can see them from the north and south and requests the signage be dimmed during overnight hours.
 - Andrea Olson, 410 Franklin Street, shares concerns regarding the amount of light entering the neighborhood.
- Discussion:
 - Scott Tiegan, Vice President of Kwik Trip stores, clarifies that the sign will not be facing the residential neighborhood.
- Motion: Schuler moves to approve subject to staff comments.
- Second: Beacom seconds the motion.
- Discussion:
 - Wiza addresses the applicant, encouraging them to take the citizen's feedback into consideration.
 - Scott Tiegan, Vice President of Kwik Trip stores, speaks about listening to

concerns of the community.

- Vote: Motion carries with 6 votes in favor and 1 against.

9. Public Hearing and action on a request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point. Said request identifies Norton Way and Hall Avenue as public streets within the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118).

- Background: Associate Planner & Zoning Administrator Kuhn provides an overview of the request and answers questions from commissioners.
- Public Hearing:
 - Elizabeth Trzebiatowski, 3262 Sunflower Road, asks about next steps in contacting the highway commission regarding the new road.
 - Andrea Olson, 410 Franklin Street, shares concerns about future additional costs to the city.
 - Justin Frahm, JSD Professional Services, clarifies that the area labeled "10' utility easement" is actually a ten-foot multi-modal pedestrian path easement.
- Discussion:
 - Wiza addresses the questions presented in the public hearing.
 - Director Lemke speaks about utility considerations when deciding between a private road and a city road.
- Motion: Rice moves to approve the request to amend the street map with staff recommendations.
- Second: Schuler seconds the motion.
- Vote: Motion carries with 6 votes in favor and 1 against.

10. Acceptance of dedicated land for right-of-way purposes - Norton Way and Hall Avenue within the properties located at 3383 Hoover Road (Parcel ID 281230802301117) and 5278 County Road HH (Parcel ID 281230802301118).

- Background: Associate Planner & Zoning Administrator Kuhn provides an overview of the request.
- Motion: Rice moves approval.
- Second: Schuler seconds the motion.
- Discussion: Commissioners discuss the right-of-way acceptance.
- Vote: Motion carries with 6 votes in favor and 1 against.

11. December 2025 Monthly Report.

- Background: Monthly reports are included in the agenda packet.

12. Director's Report.

- Background: Director's report is included in the agenda packet.

Closing Section:

13. Adjourn

- Meeting adjourned at 10:24 P.M.



MINUTES

CITY PLAN COMMISSION

Members

- Mayor Wiza
- Alderperson Kneebone
- Commissioner Arntsen
- Commissioner Beacom
- Commissioner Rice
- Commissioner Schade Stroik
- Commissioner Schuler

- Chair Tim Siebert
- Vice Chair Peter Munck
- Alderperson Marc Christianson
- Barry Calnan
- Carol Molepske
- Janet Jurgella Finn (Alternate 1)
- Dan Kryst (Alternate 2)

Date and Time: February 2, 2026
5:00 PM

Location: Community Room
933 Michigan Avenue, Stevens
Point, WI

OR

Zoom Teleconferencing

Opening Section:

1. Roll Call

Present: Chair Siebert, Vice Chair Munck, Commissioner Calnan, Commissioner Jurgella Finn, Commissioner Kryst, Commissioner Molepske, Alderperson Christianson, Mayor Wiza, Alderperson Kneebone, Commissioner Arntsen, Commissioner Beacom, Commissioner Rice, Commissioner Schade-Stroik, Commissioner Schuler.

Discussion and Possible Action on:

2. Presentation by Somerville Architects on the proposed City Hall Campus.

Mayor Wiza gave a brief history of the steps taken in regard to the proposed City Hall Campus.

Justin Marquis from Somerville gave a presentation detailing the plans for the new City Hall Campus.

Mr. Marquis received feedback and answered questions from commissioners regarding the plans.

3. A request from the City of Stevens Point for a design review to construct a principal structure, parking lot and associated site improvements on an

unaddressed parcel bounded by Water Street and Ellis Street (Parcel ID 281240832202055), consistent with Ch. 22.05(2).

Historic Design Review called for a motion.

Vice Chair Munck moved, Commissioner Calnan seconded, to approve the request.

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

- 4. A request from the City of Stevens Point for a site plan review to construct a principal structure, parking lot and associated site improvements on an unaddressed parcel bounded by Water Street and Ellis Street (Parcel ID 281240832202055).**

City Plan Commission called for a motion.

Commissioner Schuler moved, Commissioner Schade-Stroik seconded, to approve the request.

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

Closing Section:

- 5. Adjourn**

Adjourned at 5:43 P.M.

**City of Stevens Point
Board of Water and Sewerage Commissioners
February 9, 2026 - 12:00 PM
Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI**

OR
Zoom Teleconferencing
Meeting ID: 820 26885705
By Computer: <https://us02web.zoom.us/j/82026885705>
By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT: Paul Adamski, Carl Rasmussen, Anna Haines, Ray Schmidt and Jeff Bushman

ALSO PRESENT: Joel Lemke, Jennifer Schmeiser, Shane Kohnen, Chris Lefebvre and Jaime Zdroik

2. Approval of Minutes

Motion made by Ray Schmidt, seconded by Anna Haines to approve the January 12, 2026 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Carl Rasmussen, seconded by Jeff Bushman to approve the claims for the month of January 2026 as audited and read.

Ayes all. Nays none. Motion carried.

4. Capital Operations and Maintenance Plan - Joel Lemke

Joel gave a brief overview of the 2026 Capital Operations and Maintenance Plans for all departments.

WATER DEPT 2026: Reconstruction B-51 N \$1,375,000; Reconstruction B-51 S \$800,000; Reconstruction Michigan Ave Underpass \$440,000; Purchase of power generation assets \$1,250,000; Design of pressure zone 2(Tower 3, 3 pump stations) \$495,000; Remaining design and construction of Well 12 \$2,600,000; 50% SCADA upgrade (carry-over item) \$76,000; Replace Office Vehicle #11 with electric vehicle \$55,000; and Bulk water fill station replacement panel \$15,000-total requests for 2026 \$7,106,000.

WASTEWATER 2026: Reconstruction B-51 N \$1,265,000; Reconstruction B-51 S \$736,000; Reconstruction Michigan Ave Underpass \$405,000; Purchase of power

generation assets \$1,250,000; Feltz/10-51 lift station replacement \$1,993,000; Replace windows in lab office building \$8,000; 50% of SCADA upgrade \$76,000; Replace 3/4 Ton Truck #22 with plow \$65,000; Replace 3/4 Ton Truck #32 with plow \$65,000; Replace 3/4 Ton Truck #4 with Utility Box \$75,000; Envirosight Televising Carriage \$25,000; *Remainder of Influent Pump Rehab/Replacement \$1,010,000; *Primary Sludge Pump Replacement \$100,000; Remainder of security gates/fencing/access control \$15,000; *UV disinfection and final clarifier upgrades, *Digester 3 cover coating (*all items with * indicates replacement fund eligibility*) - Total requests for 2026 \$7,088,000

Joel explained the Replacement Fund.

STORM 2026: Reconstruction B-51 N \$1,210,000; Reconstruction B-51 S \$704,000; Reconstruction Michigan Ave Underpass \$387,000, PDFR Grant \$75,000 - Total requests for 2026 \$2,376,000

FIBER 2026: *No current CIP requests*

Motion made by Ray Schmidt, seconded by Jeff Bushman to approve the 2026 Capital Operations and Maintenance Plan.

Ayes all. Nays none. Motion carried.

5. Water Supply and Distribution Reports - Eric Southworth

The Commission reviewed the pumpage reports, no discussion was held.

6. Sewage Treatment Operations Report - Chris Lefebvre

Chris explained that the limits for ammonia exceeded the permit limit two days in the second week of January. It is hard to remove phosphorus and ammonia at the same time. Weather, a tank being down and starting up the dryer all contributed to this. They are working with chemical companies on possible solutions to this for the future so it doesn't happen again. This has been reported to the DNR.

7. Construction and Maintenance Report - Shane Kohnen

Shane stated they did have a couple water main breaks on Wood Street on consecutive nights. Other than that, it has been normal winter operations.

8. Directors Report - Joel Lemke

Nothing to report.

9. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:26 P.M.

REPORT TO THE FEBRUARY 9, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of January 1, 2026

\$ 7,958,213.23

Bank deposits recorded in January 2026

\$ 846,888.20

\$ 8,805,101.43

CHECKS ISSUED JANUARY 2026:

60845	Advanced Physical Therapy	2025 Audiograms	184.00
60846	Aspirus Medical Group, Inc.	Wellness Program, Pre-employment audiogram & random drug screen	276.00
60847	Baker Tilly Virchow Krause LLP	2025 Audit	2,627.68
60848	Corpro Co Inc	Water tower inspections	2,130.00
60852	DLT Solutions LLC	AutoCAD Renewal	2,332.43
60854	Employee Resource Center Inc	Monthly EAP Fees	50.83
60855	ESRI	Annual Software Maintenance	10,550.00
60856	Ferguson Waterworks #1476	Meter couplings	968.95
60858	INFOSEND INC	Statement & notice printing	3,146.19
60859	Lou's Gloves	PPE-Gloves	106.00
60860	NAPA	Garage supplies	49.33
60861	Mastercard	PPE-Gloves, Boots & Jacketk, Office supplies	1,256.83
60862	Securian Financial	MN Life Insurance Policy #002832L	219.48
60863	SJE	Calibrate flow meters	884.04
60864	Strand Associates Inc	Professional Services 11/1 to 11/30 2025 Michigan Ave	21,200.00
60865	USA Blue Book	Lab supplies	274.34
60866	Vestis	Rugs	46.82
60867	WI State Laboratory of Hygiene	Fluoride Testing	31.00
60869	Community Foundation of Central WI	Employee Contribution	10.00
60870	United Way Of Portage County	United Way	93.00
60872	Batteries Plus LLC	Batteries	110.08
60873	City Of Stevens Point	2025 Street Improvement Project #25-102 - December	576.00
60874	LiveWire Systems, LLC	Installing cameras	2,761.00
60876	Premier Real Estate	Refund Check 039648-000, 3901 Doolittle Dr #6	38.26
60878	Cooper Oil Company Inc	Oil	1,367.30
60879	Fastenal Company	PPE	137.74
60880	Gary's Service Center	Snow Plow Parts	545.52
60881	Hawkins Inc	Chemicals	3,201.27
60882	Bill Cook Chapter of the Izaak Walton League of America	Izaak Walton League First Right of Refusal Annual Pymnt	6,832.25
60889	Star Business Machines	Quarterly Maintenance	241.38
60892	City Of Stevens Point	Retirement, Insurance, FMLA, Flu Shots, & Fuel	36,581.10
60893	Diggers Hotline Inc	Pre payment diggers hotline	3,845.70
60894	Martelle Water Treatment	Aquadene Chemicals	8,382.11
60895	Mastercard	PPE, Flowers for funeral, AWS Charge for GIS Server, Headlamp	764.47
60896	Community Foundation of Central WI	Employee Contribution	10.00
60897	United Way Of Portage County	United Way	93.00
60898	AnSer	After hours answering service	384.25
60899	Ayres Associates Inc.	Professional Services thru 01/17/26 - Lidar Enhancements	11,666.67
60900	Central States H & W Fund	Health Insurance Premiums	48,838.25
60901	Complete Control Inc.	Troubleshoot chiller alarm at garage	1,063.21
60905	Gary's Service Center	Plow parts for truck #32	1,389.21
60907	Heartland Business Systems, LLC	Monthly billing for January	189.42
60908	John Fabick Tractor Co	Back hoe #8 parts	416.53
60910	Mobile Small Engine Repair	Repair recoil on pump	14.00
60912	Strand Associates Inc	Professional Services Dec 1 - Dec 30 Michigan Ave, Professional Services Well 12	12,959.93
60913	Teamsters Union Local 662	Union Dues	1,731.00
60914	USA Blue Book	Lab Supplies	298.79
60915	Vestis	Rugs	46.82

60916	Wisconsin Public Service	Damages to gas line at 416 West St	591.70	
60917	Wolter, Inc.	Service call on for lift, Annual Maintenance Garage	322.13	
		Floor Sweeper, Annual Maintenance Garage Man Lift,		
		Annual Maintenance Fork Lift		
	Flex Spending Accounts	FSA Contributions	1,912.79	
	Bank Fees	Bank Fees	1,421.29	
	WPS	Utility Charges	24,533.92	
	Payroll	Payroll	45,039.29	
	IRS & DOR PR Tax	Payroll Taxes	67,917.77	
	Verizon Cell & iPad Charges	Phone & iPad Charges	638.54	
	DOR Garnishment	Garnishment	9.92	
	HRA Admin Fees	Admin Fees	30.00	
	TOTAL EXPENSES LISTED		\$ 333,339.53	\$ 333,339.53
	BALANCE ON HAND JANUARY 31, 2026			\$ 8,471,761.90
		Balance on Hand		\$ 8,471,761.90
		Plus uncleared checks		\$ 89,309.87
		Less checks previously written clearing this month		<u>\$ (303,488.44)</u>
		Ending Cash Balance matching Bank Statements		\$ 8,257,583.33

REPORT TO THE FEBRUARY 9, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of January 1, 2026
 Bank Deposits recorded in January 2026

\$	9,105,580.60
\$	807,114.95
\$	9,912,695.55

CHECKS ISSUED IN JANUARY 2026:

60845	Advanced Physical Therapy	2025 Audiograms	208.00	
60846	Aspirus Medical Group, Inc.	Wellness Program	109.00	
60847	Baker Tilly Virchow Krause LLP	2025 Audit	2,568.15	
60849	CT Laboratories	Biosolids analysis	908.00	
60850	CV Technology	Return fire suppression bottles	550.00	
60851	Dakota Electric Services Inc	Wiring new gates	3,062.38	
60852	DLT Solutions LLC	AutoCAD Renewal	2,332.43	
60853	Donohue & Associates, Inc.	Engineering Services Lift Station Replacement	1,837.37	
60854	Employee Resource Center Inc	Monthly EAP Fees	26.91	
60855	ESRI	Annual Software Maintenance	10,550.00	
60857	Harter's Fox Valley Disposal	Dumpster Services	737.60	
60861	Mastercard	Jacket- L. Betro, Supplies	244.62	
60862	Securian Financial	MN Life Insurance Policy #002832L	70.28	
60864	Strand Associates Inc	Professional Services 11/1 to 11/30 2025 Michigan Ave	5,300.00	
60866	Vestis	Rugs & laundry services	219.13	
60867	WI State Laboratory of Hygiene	PFAS Testing	950.00	
60868	Wood Street Rental LLC	Rent boom lift for silo work	1,420.30	
60871	AT&T	Phone charges	44.98	
60874	LiveWire Systems, LLC	Installing cameras	1,651.00	
60875	Marathon County Treasurer/Solid Waste	Sludge hauling	927.91	
60876	Premier Real Estate	Refund Check 039648-000, 3901 Doolittle Dr #6	38.68	
60881	Hawkins Inc	Chemicals	551.25	
60883	Johnson Controls Fire Protection LP	Replaced faulty smoke detector	2,290.57	
60884	McMaster-Carr Supply Co	Supplies	268.09	
60885	NCL of Wisconsin Inc	Chemicals	1,344.96	
60886	NOL-TEC SYSTEMS INC	Spare silo boosters	1,531.23	
60887	Ryan Skrzeczkoski	2025-26 Boot allowance	250.00	
60888	Staab Construction Corp	Modified Wet Scrubber	1,789.97	
60890	Wisconsin Pump Works	Inspection & repair of Janick lift station	1,390.40	
60891	Aquachem of America Inc.	Aqua Chem	15,180.00	
60892	City Of Stevens Point	Retirement, Insurance, FMLA, Flu Shots, & Fuel	17,789.04	
60893	Diggers Hotline Inc	Pre payment diggers hotline	1,922.85	
60895	Mastercard	AWS Charge for GIS Server, Tools & Supplies, Office Supplies, IT pipes software, Conference Expenses & DNR Renewal B. Edwards	1,353.00	
60899	Ayres Associates Inc.	Professional Services thru 01/17/26 - Lidar Enhancements	11,666.67	
60900	Central States H & W Fund	Health Insurance Premiums	19,576.05	
60902	James & Anne Cowart	Reimburse Chet's invoice for backup on our side	540.00	
60903	Donohue & Associates, Inc.	Engineering services lift station replacement	1,837.37	
60904	Fastenal Company	Supplies	55.49	
60906	Tyler Gilliam	Bibs	158.24	
60907	Heartland Business Systems, LLC	Monthly billing for January	189.42	
60909	Labconco Corporation	Replace part in lab dishwasher	493.65	
60911	Stevens Point Public Utilities	Lateral replacement 2147 Strong's Ave	3,839.16	
60912	Strand Associates Inc	Professional Services Dec 1 - Dec 30 Michigan Ave	1,700.00	
60915	Vestis	Rugs & laundry services	123.20	
60917	Wolter, Inc.	Annual Maintenance Fork Lift, Annual Maintenance Garage Man Lift, Annual Maintenance Garage Floor Sweeper, Service call on fork lift	322.12	
	HRA	HRA Admin Fee	30.00	
	Verizon Charges	Verizon Charges	537.71	
	WPS Utility Charges	Gas & Electric	33,053.09	
	Sewer Payroll	Payroll	97,058.67	
	Payroll Taxes	Payroll Taxes	6,401.86	
	Bank Fees	Bank Fees	1,421.28	
	TOTAL OF EXPENSES LISTED		\$ 258,422.08	\$ 258,422.08
	BALANCE ON HAND JANUARY 31, 2026			\$ 9,654,273.47
		Balance on Hand		\$ 9,654,273.47
		Plus uncleared checks		\$ 43,274.67

Less checks previously written clearing this month
Ending Cash Balance matching Bank Statements

\$	(458,702.28)
\$	9,238,845.86

*Additional restricted cash of \$250,000.00 is invested in CDs.
** Lateral Replacement fund \$142,126.78

<u>Less Restricted Balance</u>	\$	5,299,935.11
	\$	14,538,780.97

**REPORT TO THE FEBRUARY 9, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS**

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of January 1, 2026
Bank deposits recorded in January 2026

\$	3,562,938.35
\$	268,316.50
\$	3,831,254.85

CHECKS ISSUED JANUARY 2026:

60845	Advanced Physical Therapy	2025 Audiograms	64.00	
60846	Aspirus Medical Group, Inc.	Wellness Program	109.00	
60847	Baker Tilly Virchow Krause LLP	2025 Audit	167.88	
60852	DLT Solutions LLC	AutoCAD Renewal	2,332.42	
60854	Employee Resource Center Inc	Monthly EAP Fees	11.96	
60855	ESRI	Annual Software Maintenance	10,550.00	
60861	Mastercard	Apparel & boots, WWWA Training-J. Pliska	655.94	
60862	Securian Financial	MN Life Insurance Policy #002832L	45.50	
60864	Strand Associates Inc	Professional Services 11/1 to 11/30 2025 Michigan Ave	5,300.00	
60874	LiveWire Systems, LLC	Installing cameras	1,651.00	
60877	City Of Stevens Point	2025 Revenue Bond	667,768.89	
60892	City Of Stevens Point	Retirement, Insurance, FMLA, Flu Shots, & Fuel	8,207.20	
60893	Diggers Hotline Inc	Pre payment diggers hotline	1,922.85	
60895	Mastercard	AWS Charge for GIS Server	461.21	
60899	Ayres Associates Inc.	Professional Services thru 01/17/26 - Lidar Enhancements	11,666.66	
60900	Central States H & W Fund	Health Insurance Premiums	9,313.20	
60907	Heartland Business Systems, LLC	Monthly billing for January	189.42	
60912	Strand Associates Inc	Professional Services Dec 1 - Dec 30 Michigan Ave	1,700.00	
60912	Strand Associates Inc	Professional services 12/1-12/31 Michigan Avenue & 2025 WEM PDFR Grant Application	8,600.00	
60917	Wolter, Inc.	Service call on fork lift, Annual Maint Garage Man Lift, Annual Maintenance Fork Lift, Annual Maintenance Garage Floor Sweeper	322.12	
	Bank Fees	Bank Fees	1,421.28	
	Verizon	iPad & cell phone charges	475.59	
	Payroll	Payroll	26,751.13	
	IRS	Payroll Taxes	3,082.30	
	WPS	Monthly Utility Charges	933.88	
	TOTAL OF EXPENSES LISTED		\$ 763,703.43	\$ 763,703.43
	BALANCE ON HAND JANUARY 31, 2026			\$ 3,067,551.42
		Balance on Hand		\$ 3,067,551.42
		Plus uncleared checks		\$ 32,252.61
		Less checks previously written clearing this month		\$ (166,644.79)
	Ending Cash Balance matching Bank Statements			\$ 2,933,159.24

REPORT TO THE FEBRUARY 9, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of January 1, 2026

\$	370,380.81
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Bank deposits recorded in January 2026

\$	39,104.14
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\$	409,484.95
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CHECKS ISSUED JANUARY 2026:

60855	ESRI	Annual Software Maintenance	10,550.00
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TOTAL OF EXPENSES LISTED

\$	10,550.00	\$	10,550.00
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BALANCE ON HAND JANUARY 31, 2026

\$	398,934.95
----	------------

Balance on Hand

\$	398,934.95
----	------------

Plus checks written after the end of this month

\$	-
----	---

Plus uncleared checks

Less checks previously written clearing this month

Ending Cash Balance matching Bank Statements

\$	398,934.95
----	------------

**City of Stevens Point
Airport Commission
February 9, 2026 - 12:30 PM
Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

Meeting ID: 820 26885705

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

By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

PRESENT: Paul Adamski, Carl Rasmussen, Anna Haines, Ray Schmidt and Jeff Bushman

ALSO PRESENT: Joel Lemke, Jennifer Schmeiser, Shane Kohnen, Chris Lefebvre and Jaime Zdroik

2. Approval of Minutes

Motion made by Anna Haines, seconded by Carl Rasmussen to approve the January 12, 2026, meeting minutes of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Capital Operations and Maintenance Plan - Joel Lemke

Joel gave a brief overview of the Airport 2026 Capital Operations and Maintenance Plan. Everything in black was approved through the Capital Planning process through the City. We don't have any current CIP requests from the Airport General Fund but we have projects previously approved that are already underway.

All of these have been previously approved through the City CIP:

Planning-New Airport Master Plan \$11,800

Design 12/20 Runway Rehab \$10,000

Design 12/30 Lighting Reconstruction \$3,000

Design Runway Signage Replacement \$250

Design Taxiway A Lighting Reconstruction \$6,000

Design Taxiway B Lighting Reconstruction \$2,000

Mowing implement approved through 2025 CIP

4. Approval of Department Claims

Motion made by Ray Schmidt, seconded by Jeff Bushman to approve the department's claims for the month of January 2026 as audited and read.

Ayes all. Nays none. Motion carried.

5. Written/Verbal Report - Jason Draheim

The Commission reviewed the monthly reports.

Joel explained to the Commission where the tree clearing was taking place.

6. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:30 P.M.

REPORT TO THE FEBRUARY
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of January 1, 2026

\$	117,017.99
----	------------

Bank deposits recorded in January 2026

\$	7,852.06
\$	124,870.05

CHECKS ISSUED IN JANUARY 2026

3129	Advanced Physical Therapy	2025 Audiograms	32.00		
3130	Baker Tilly Virchow Krause LLP	2025 Transit	56.96		
3131	Employee Resource Center	Monthly EAP Fees	5.98		
3132	Abel Ruga	December cleaning services	175.00		
3133	Securian Financial	MN Life Insurance Policy #002832L	16.00		
3134	LiveWire Systems LLC	Installing cameras	2,030.00		
3135	Stevens Point Public Utilities	Verizon Ipad charges 11-24-25-12/23/25	10.13		
3136	City of Stevens Point	Insurance, retirement, FMLA Source, fuel	11,377.02		
3137	City of Stevens Point	IT Invoices	207.06		
3138	M-B Companies, Inc.	MB5 Plow Blade	5,753.60		
3139	Per Mar Security Services	Gates 2A & 2B Repair	5,169.76		
3140	Mastercard	Internet & Rugs	444.33		
3141	Mastercard	Supplies	91.66		
3142	Heartland Business Systems, LLC	Monthly billing for January	71.03		
EFT	Payroll	January 2026	9,641.39		
	Delta Dental	Premium Charges	71.38		
	Wisconsin Public Service	Utility Charges	5,145.07		
	IRS & WI Dept of Revenue	Payroll Taxes	5,888.87		
	Gen Aviation	Gen Aviation	95.52		
TOTAL EXPENSES LISTED			\$ 46,282.76	\$	46,282.76
BALANCE ON HAND JANUARY 31, 2026				\$	78,587.29

Balance on Hand	\$ 78,587.29
Plus checks written after end of month	\$ -
Plus uncleared checks	\$ 607.02
Less checks previously written clearing this month	\$ (1,300.91)
Ending Cash Balance matching Bank Statements	\$ 77,893.40

**PERSONNEL COMMITTEE
February 9, 2026 - 6:00 PM**

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

OR

Zoom Teleconferencing

MINUTES

Discussion and Possible Action on:

1. Roll Call.

Present: Kneebone, Broderick, Buse (arrived at 6:01pm), Guthrie, Steinmetz.

2. Request for Leave of Absence

Director Kremer gave an overview of the request.

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

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

3. Adjournment.

Adjourned at 6:02 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

February 9, 2026 - 6:44 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

MINUTES

Roll Call

PRESENT: Chairperson Mayor Wiza, Vice-Chairperson Ald. Keymer, Ald. Kneebone, Ald. Shuda, Ald. Buse, and Ald. Morrow.

EXCUSED: Chris Tiffany

OTHERS **Directors:** Scott Beduhn - Public Works, Joel Lemke - Public Utilities and **PRESENT:** Transportation, Jarod Kivela - Inspection and Development, and Dan Kremer - Parks and Recreation.

City Staff: City Clerk Susan Pagel, Comptroller/Treasurer Corey Ladick, City Attorney Andrew Beveridge, Stevens Point Police Department Dana Williams, Dennis Zvara, and Justin Klein.

City Alderpersons: Ald. Christianson - District 1, Ald. Guthrie - District 2, Ald. Broderick - District 4, and Ald. Birr - District 5.

Others Present: Jan Nelson and Jennifer Barden in support of ATV/UTV Trails, Tarion and Sam O'Carroll - 1909 Prairie Street, Trevor Plaski - 825 Park Street (Dave's Body Shop), Jeff Weisman - 2240 Wood Street (Wood Street Rentals), Felix Grutzik - 1861 Ridge Road, Junction City, Nicholas Proulx - 3101 Martha's Lane (Ahlstrom deliveries to Stevens Point Mill).

Informational

1. **Director's Report**
 - a. **Patch Street Railroad Crossing Alteration.**

Director Beduhn gave a brief update on his Director's Report.

2. **Presentation - Update on the Business 51 Projects.**

Director Beduhn gave a brief PowerPoint Presentation and update on both the North and South Segments of the Business 51 Project.

Please watch the video on the City's website to follow along with the PowerPoint Presentation and get an overview of the upcoming projects.

Discussion and Possible Action

3. Ordinance Amendment - Chapter 9, Section 9.19 to create ATV/UTV Routes.

Mayor Wiza stated that we do have other ATV/UTV routes within the city that have been in place for a couple of years now without any incidents. The routes that have been approved are routes for people from outside the community to get inside our community to get to gas stations and convenience stores. He added that almost every surrounding municipality has expanded its ATV/UTV routes.

Ald. Shuda **moved**; Ald. Keymer **seconded** to approve the ordinance amendment in Chapter 9, Section 9.19 to create an additional ATV/UTV Route on Carrie Frost Drive and Vetter Drive.

Ald. Kneebone argued that there was no reason to approve Vetter Drive, only the one section of Carrie Frost Drive to get to the gas station and convenience store there, to which Mayor Wiza stated that we could do that if that's what you want to approve. He was unsure of how to convey that to users coming from outside the community or from another area, that you can come into the gas station from one way but not the other.

Ald. Shuda feels this is a good way to expand what we have now by a very small portion, as we have had no issues with what we have over the last couple of years. Also, given that surrounding communities have already expanded their routes, this is a very small portion.

Call for the Vote: Ayes: **Majority**
 Nays: **Ald. Kneebone**; Motion **Carried**

4. Consideration for the closure of the Park Street Railroad Crossing.

Director Beduhn gave a brief update and said that in negotiations with CN's incentive program, they are currently offering us \$10,000 to close the Park Street crossing. WisDOT's railroad crossing closure incentive will match that amount, bringing the total incentive to \$20,000. Director Beduhn feels that their offer is relatively low.

Mayor Wiza asked if we looked into suggesting closing the Wood Street crossing instead, to which Director Beduhn stated that the Wood Street crossing doesn't have the safety issues that the Park Street crossing otherwise has, as well as the geometry in which all three crossings are set up. He added his concern about them forcing us to close both intersections.

Mayor Wiza also asked if we ever got an actual incident report from them regarding Wood Street closure vs. Park Street closure, other than the one train-truck incident, and their statement of "many incidents go unreported," to which Director Beduhn stated that there has only been the one significant incident that he knows of with the truck vs. train in 2017. He said OCR probably doesn't have that information and figures; he would probably have to go directly to CN for that answer, and, to his understanding, they have to keep track of near misses as standard protocol.

Mayor Wiza would also like a ballpark estimate of what this will cost the taxpayers of Stevens Point to close this crossing, to which Director Beduhn estimates roughly \$60,000 to do the bare minimum, which would be making that crossing a cul-de-sac. However, we would need to make alterations to other areas to reroute truck traffic, and that estimated amount is an additional \$95,000 if we went with alternative 1 on the included map.

Ald. Guthrie asked the reason for the incentive, to which Director Beduhn stated safety and the geometry in the proximity to the Wood Street and Water Street Crossing and the underpass.

Taron O'Carroll, 1909 Prairie Street, is concerned about where the 50 trucks a day are going to go. He feels the City needs to stand up and fight against the Railroad for our citizens and risk the offered incentives.

Nicholas Proulx for Ahlstrom Trucking agreed with Taron and their concern about the safety of the community by moving their trucks to a different route. He stated that it's roughly 50 trucks a day now, and that number could very well increase.

Mayor Wiza pointed out that we moved the truck traffic off Water Street because a young girl was killed. Now we're being forced to move it back to more residential areas where they're not used to it and do not have the proper safety measures in place, which is significant. The railroad wants to close this crossing because they say it's an unsafe crossing, and he does not see any evidence of that. He asked that Police Chief Williams run a report to see the number of incidents at that crossing and the Wood Street crossing and bring it to the Council.

Mayor Wiza expressed his disappointment with the railroad, saying that if they want to close a crossing, then close it, but they should have a moral and financial obligation to pay for it and not put the burden on taxpayers to make it happen for them. Ald. Morrow agreed with Mayor Wiza on that.

Ald. Keymer requested to continue with negotiations with the railroad; Mayor Wiza agreed with Ald. Keymer, but added that in his opinion, we could also object to it with our legitimate objections and let them spend the time and energy going through the process of requiring us to do it. Granted, we won't get the \$10,000 incentive, but he feels that they would spend at least that or more on internal things, and maybe that could be used as a negotiating tool. He stated we should let them know \$10,000

wouldn't cut it on a \$60,000 project, especially at their request. He reported that it is only his opinion and doesn't represent the commission, but that Director Beduhn could convey it to them on his behalf, and they could give him a call.

Trevor Plaski, owner of Dave's Body Shop, asked if we knew what truck route we would go with if we were forced to close it, to which Mayor Wiza stated we have not chosen a specific route at this time; however, Director Beduhn stated that truck Route 1 was the preferred alternative (Prairie Street to Shaurette Street). Trevor stated that, in his opinion, he would like to see trucks use Wisconsin Street or Route 2, as it is a wider road for trucks to travel on. He also pointed out that this closure would mean the closure of the main artery to his business.

Adjourn

Adjourned at **7:35 p.m.**

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
February 9, 2026 - 6:08 PM**

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

**OR
Zoom Teleconferencing**

Discussion and Possible Action on:

1. Roll Call.

Present:

Ald. Buse, Steinmetz, Birr, Keymer.

Ald. Lang arrived at 6:15 p.m.

2. License List:

- A. Class "B" Beer/Class "C" Wine License: Crazy Taco Express, LLC at 301 Division Street, Stevens Point for license period beginning February 18, 2026.**

Ald. Steinmetz moved, Ald. Birr seconded, to approve the license list.

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

3. Request to Hold Event/Street Closing:

- A. Point Bock Run on March 6, 2026 (Recurring).**
B. Downtown Easter Egg Hunt on April 4, 2026 (Recurring).
C. UWSP Homecoming Hotspot 2026 on October 10, 2026 (Recurring).

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

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

4. Discussion only Media Policy.

Ald. Keymer gave a brief overview of the Media Policy and clarified that the policy is similar to the Wisconsin League of Municipalities.

Director Lemke spoke about difficulties with drafting a policy for every situation and that good judgment is already happening.

Director Kremer spoke about not having any issues with the way the release is currently occurring.

Ald. Buse spoke about the designation of a spokesperson for long-term projects and that the current policy allows for straightforward and timely communication.

Andrea Olson, 410 Franklin Street, spoke of consideration of an app to notify residents and the media of outages and that there is room for improvement.

Ald. Steinmetz spoke about the policy including what to do if errors in communication occur.

Mayor Wiza clarified about the current process that if corrections are needed they occur immediately, that there is a City of Stevens Point app, Department Heads and Alderpersons have never been denied access; sensitive information is provided by the Police Department, and emergency situations are handled by the City Attorney.

Brandi Mukuski representing the Stevens Point Metro Wire spoke against the policy due to slowing down the process and increasing mistakes.

Ald. Keymer recapped that a revised policy should be brought back to this committee by Ald. Buse and Steinmetz.

5. Adjournment.

Adjourned at 6:43 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

February 9, 2026 - 6:03 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 819 0916 8646 | Passcode: 559857

By Computer: [Zoom Link](#)

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

MINUTES

Non-Action Items:

1. Roll Call.

PRESENT Ald. Christianson, Morrow, Shuda, Keymer and Broderick
OTHERS Comptroller Ladick, Mayor Wiza, Clerk Pagel, Directors Kivela,
PRESENT Kremer and Beduhn, Interim Chief Williams, Deputy Comptroller
Peterson, Alderpersons Kneebone, Birr, Steinmetz, Buse and
Guthrie, Dennis Zvara and Tricia Church

2. Chairperson's Opening Remarks.

Chairperson Christianson didn't have any any opening remarks this month as he just wanted to keep things moving along.

Discussion and Possible Action on:

3. Approval of Funding for a screener for the Department of Public Works to screen sand.

Ald. Morrow moved, Ald. Keymer seconded, to approve the purchase of a screener for the Department of Public Works to screen sand. Ladick was asked if funding was available, and he explained that there is a vehicle and equipment fund where proceeds from sale of old equipment goes. It has a balance of \$368,000 at this time.

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

4. Approval of Claims Paid.

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

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

Closing Section:

5. Adjournment

Meeting adjourned at 6:07 pm.

COMPTROLLER-TREASURER REPORT
for the period ending December 31, 2025

	Bal December 1, 2025	Receipts	Disbursements	Bal December 31, 2025
GENERAL OPERATING CASH	\$1,675,002.56	\$44,576,299.53	\$36,921,354.53	\$9,329,947.56
UTILITIES & TRANSPORTATION (Cash and Investments)	\$11,437,050.25	\$13,465,948.45	\$2,164,951.77	\$22,738,046.93

INVESTMENTS	Bal December 1, 2025	TRANSFER IN	TRANSFER OUT	Bal December 31, 2025
GENERAL	\$34,113,256.32	\$23,426,054.22	\$2,000,000.00	\$55,539,310.54
SPECIAL REVENUE	\$815,635.97	\$0.00	\$0.00	\$815,635.97
DEBT SERVICE	\$169,767.13	\$713,347.78	\$0.01	\$883,114.90
CAPITAL PROJECTS	\$2,334,940.55	\$4,860,598.00	\$0.01	\$7,195,538.54
INTERNAL SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
TRUST	\$4,201,530.19	\$0.00	\$0.00	\$4,201,530.19
TOTALS	<u>\$41,635,130.16</u>	<u>\$29,000,000.00</u>	<u>\$2,000,000.02</u>	<u>\$68,635,130.14</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,655,602	\$4,733,390	101.67%
POLICE	\$6,798,788	\$6,589,213	96.92%
FIRE	\$7,307,168	\$6,584,244	90.11%
PUBLIC WORKS	\$6,889,796	\$6,818,073	98.96%
PARK & REC	\$2,473,864	\$2,399,020	96.97%
CAPITAL PROJECTS	\$10,372,924	\$8,949,384	86.28%
DEBT SERVICE	\$9,377,519	\$9,467,735	100.96%
YTD TARGET	100.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$29,658,293	\$29,989,342	101.12%

RESOLUTION

[CONDITIONAL USE PERMIT – 3383 HOOVER ROAD AND 5278 COUNTY ROAD HH – OPERATE A GAS STATION]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 3383 Hoover Road (**Parcel ID 281230802301117**) and 5278 County Road HH (**Parcel ID 281230802301118**). The property located at 3383 Hoover Road is zoned "B-4" Commercial District and is described as S1/2 SWSW EX LT 1 CSM 10/62 EX PRT ROW DES 493/498&766991 S2 T23 R8 14.32A 895939;895940, City of Stevens Point, Portage County, Wisconsin. The property located at 5278 County Road HH is zoned "B-4" Commercial District and is described as L1 CSM#11026-51-6 BNG PRT SWSW S2 T23 R8 2.62A 895941, City of Stevens Point, Portage County, Wisconsin. The applicant is hereby granted a conditional use permit to operate a gas station on the subject properties, subject to the following conditions:

1. All piping shall be double wall flexible piping, unless otherwise approved by the Director of Public Utilities.
2. All piping shall be sloped to either a tank sump or a dispenser sump.
3. Sumps shall be located at the submersible head on each tank and also under each product dispenser. All sumps shall be equipped with a liquid sensor that sounds an alarm immediately if any liquid enters the sump.
4. All tanks shall be at minimum double walled with a liquid sensor that sounds an alarm immediately if any liquid is detected.
5. Electronic line leak detection shall be installed in the pipe run for each product dispensed. These units shall shut down flow to the pipe if there is a loss of pressure to the product pipe.
6. Dispenser and tank sump containment and spill buckets shall be double walled.
7. All monitoring shall be continuous monitoring, meaning that an alarm shall sound and proper authorities shall be immediately notified if a leak is detected. Proper authorities shall be the City Public Utilities Director, City Fire Chief, City Emergency Management Coordinator, and the Village of Whiting Public Works & Utilities Director.
8. Overfill devices shall be required to be installed to prevent the overfilling of the

- underground tanks from a transport truck, including installing one in the fill pipe of each tank, as well as an audible alert at 90% and an auto shut-off at 95% capacity, to ensure that overfilling will not occur.
9. Catch basins shall be installed around every fill point to catch product that may drip from the loading hose during the product transfer process.
 10. Functionality tests shall be done annually on all line monitors to ensure proper operation.
 11. A tank bed and line liner shall be placed in the underground storage tank bed and in excavation trenches for fuel lines.
 12. Upstream and downstream monitoring wells shall be installed throughout the property at locations determined by the Director of Public Utilities. Testing shall be done quarterly. City staff shall be given unrestricted access for compliance purposes.
 13. Dispensing pads shall be Portland cement. Cracks and joints that open on dispensing pads shall be filled and fixed immediately to avoid the infiltration of hazardous chemicals.
 14. All downspouts from the building and canopies shall be directly connected into the stormwater piping and directed to the stormwater pond.
 15. The tank sump for each tank shall have the electrical conduit at the highest elevation practical above the transition points of the product piping.
 16. Piping contractor shall install tracer wire on the outside of the product lines.
 17. Stormwater manhole shall contain a sump with oil/water separation.
 18. A clay liner shall be installed in the stormwater pond to eliminate infiltration of hydrocarbons.
 19. All state requirements outlined in Chapter SPS 310: Flammable, Combustible and Hazardous Liquids, pertaining to this request must be met.
 20. A groundwater protection plan shall be submitted and implemented prior to construction and shall cover the following:
 - a) A complete description of spill prevention and control measures for the facility. Spill prevention begins with the customer. Signs shall be posted at the pump instructing customers not to top off fuel tanks and to notify an employee in the event of a spill. Emergency shutoff switches shall be plainly labeled.
 - b) An estimate of the maximum quantity of fuel that could be spilled in the event of an equipment failure, along with an analysis of its fate and a plan for preventing it from reaching groundwater or surface water shall be created. The plan shall include descriptions of containment and/or diversionary structures or equipment needed in the event of a spill, and a demonstration that the needed equipment, personnel, and other resources would be available to respond to a spill.
 - c) A notification list, including the names and phone numbers of local management, remote management, fire and police, local and state agencies needing to be notified, and spill response contractors shall be created.
 - d) Routine spot cleaning of small spills at fueling areas with dry methods. Dry methods include using rags or absorbents. Fueling areas shall never be washed down unless the water is collected and disposed of properly. The

- plan must specify that an adequate supply of absorbent materials be kept readily available.
- e) Proper storage and disposal of used sorbents and/or rags.
 - f) Maintenance of the stormwater management system, including best management practices (BMPs).
 - g) Provisions to ensure that snow plowing and other maintenance will not interfere with the proper functioning of stormwater management, spill containment, and leak detection systems shall be produced.
 - h) Employee training: Employees must be trained (upon hiring and annually thereafter) in all aspects of routine operation and maintenance, including routine spill cleaning and containment of contaminated stormwater, as well as spill response and other emergency procedures.
21. Any spills, releases, leaks, or discharges shall be remediated by the owner, at the owner's expense, to a level that poses no risk and has no impact on any municipal water supply. Remediation shall be completed in full compliance with all applicable laws, regulations, and standards, without exception.
22. If contamination is detected in groundwater, the owner must conduct a delineation to determine the degree and extent of contamination and whether remediation is necessary to protect any municipal water supply. Remediation will be to a level that poses no risk and has no impact to the groundwater supply as determined by thorough groundwater sampling results, groundwater fate and transport modeling, and concurrence with the Wisconsin DNR Remediation and Redevelopment Program closure committee and City of Stevens Point utility department staff. Delineation shall begin immediately upon discovery of the spill, release, leak, or discharge, and initial field work must be completed within sixty (60) days.
23. A spill response plan will be provided and approved by the Director of Public Utilities.
24. Any known spills, releases, leaks, or discharges shall be reported to the Director of Utilities within twenty four (24) hours of detection.
25. The proposed land division shall be executed via a certified survey map and recorded with the Portage County Register of Deeds Office.
26. A shared access agreement for proposed Lots 1 & 2 shall be recorded with the Portage County Register of Deeds Office.
27. A waiver from the Portage County Subdivision Ordinance shall be granted by the Portage County Highway Committee for the proposed intersection off of County Road HH.
28. Proposed fire hydrants shall be reviewed by the City Fire Marshal.
29. A building and erosion control permit shall be obtained prior to the start of construction.
30. The proposed gas station use shall apply only to Lot 1 as identified on the preliminary certified survey map.
31. Staff shall have the ability to approve minor amendments to the submitted plan set.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: February 2, 2026
Adopted: February 16, 2026

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

RESOLUTION

[CONDITIONAL USE PERMIT – 3383 HOOVER ROAD AND 5278 COUNTY ROAD HH – OPERATE A CAR WASH]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 3383 Hoover Road (**Parcel ID 281230802301117**) and 5278 County Road HH (**Parcel ID 281230802301118**). The property located at 3383 Hoover Road is zoned "B-4" Commercial District and is described as S1/2 SWSW EX LT 1 CSM 10/62 EX PRT ROW DES 493/498&766991 S2 T23 R8 14.32A 895939;895940, City of Stevens Point, Portage County, Wisconsin. The property located at 5278 County Road HH is zoned "B-4" Commercial District and is described as L1 CSM#11026-51-6 BNG PRT SWSW S2 T23 R8 2.62A 895941, City of Stevens Point, Portage County, Wisconsin. The applicant is hereby granted a conditional use permit to operate a car wash on the subject properties, subject to the following conditions:

1. The car wash shall not be in operation during the hours of 9:00pm to 6:00am daily.
2. Staff shall have the ability to approve minor amendments to the submitted plan set.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: February 2, 2026
Adopted: February 16, 2026

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

RESOLUTION

[CONDITIONAL USE PERMIT – 3383 HOOVER ROAD HH – INSTALL OFF-PREMISE SIGNAGE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 3383 Hoover Road (**Parcel ID 281230802301117**). The property located at 3383 Hoover Road is zoned "B-4" Commercial District and is described as S1/2 SWSW EX LT 1 CSM 10/62 EX PRT ROW DES 493/498&766991 S2 T23 R8 14.32A 895939;895940, City of Stevens Point, Portage County, Wisconsin. The applicant is hereby granted a conditional use permit to install off-premise signage, subject to the following conditions:

1. Proposed signage will need to maintain vision triangle requirements as outlined in the City's Sign Code.
2. The proposed land division shall be executed via a certified survey map and recorded with the Portage County Register of Deeds Office.
3. A sign permit shall be obtained prior to the start of construction.
4. Staff shall have the ability to approve minor amendments to the submitted sign package.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: February 2, 2026
Adopted: February 16, 2026

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

City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481-3594
Fax: 715-346-1530



Mike Wiza
Mayor
mwiza@stevenspoint.com
715-346-1570

To: Common Council

Date: 2/16/2026

RE: Grant to Partnering Together Portage County and Change to R.M.C. 8.21

You may recall seeing both of these items previously. The ordinance change was introduced in May of 2025. The proposal was made by Chief Kussow, Ofc. Radsek and myself. We also stated we would not seek action until the 365 shelter was available. Tonight, you are being asked to approve a grant for that shelter, which is expected to be operational in June of this year. We also ask that you approve this Ordinance change, effective on the date the shelter opens (again, expected to be June 2026).

The grant was most recently considered at a special meeting of the Common Council in December 2025., where Council asked that an agreement be drawn up. The final action was delayed to work out a few more details and what you have tonight is that final agreement between the City of Stevens Point and Partnering Together Portage County for the purchase of the property at 2854 Church Street for use as a homeless shelter and resource center. The City taxpayers are protected by the fact that the building will be transferred to the City should it ever cease being a homeless resource center.

We have verbal agreements from all parties involved and the support of the former Police Chief, Bob Kussow, Interim Police Chief Dana Williams, and incoming Police Chief Ed Orgon all support the proposals before you tonight. Members of Partnering Together should be in attendance and some downtown business/property owners, who also support the proposals.

We respectfully ask that you approve the grant agreement with PTPC and adopt the ordinance 8.21 to be effective the day the shelter opens.

Your approval would be appreciated,

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

Mayor Mike Wiza

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 June 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

Name: Gregg Hansel

Title: Mayor

Title:

Date:

Date:

CITY OF STEVENS POINT

PARTNERING TOGETHER PORTAGE
COUNTY, INC.

By:

Name: Sue Pagel

Title: City Clerk

Date:

By:

Name:

Title:

Date:

DRAFT

WB-15 COMMERCIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** February 6, 2026 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**
3 The Buyer, _____,
4 offers to purchase the Property known as 2854 CHURCH ST STEVENS POINT WI 54481; Parcel Number: 281230805101608
5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-
7 642, or attach as an addendum per line 668] in the City of Stevens Point, County
8 of Portage Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is One Hundred and Fifty Thousand and 00
10 _____ Dollars (\$ 150,000).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____
13 The Seller shall remove all personal property from the premise by March 13, 2026, unless mutually agreed upon by buyer and seller, in writing.
14 _____
15 _____
16 All personal property included in purchase price will be transferred by bill of sale or _____
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**
19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: The Seller shall remove all personal property from the premise by March 13, 2026, unless mutually agreed upon by buyer and seller, in writing.
21 _____
22 _____
23 _____
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**
26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**
36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before February 23rd, 2026. Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.
39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.
42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
44 **CLOSING** This transaction is to be closed on _____ or before March 6th, 2026 at McDonald Title Company at 1059 Clark Street, Stevens Point, WI 54481
45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.
48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**
52 **EARNEST MONEY**
53 ■ EARNEST MONEY of \$ 0 accompanies this Offer.
54 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
55 ■ EARNEST MONEY of \$ 0 will be mailed, or commercially, electronically
56 or personally delivered within N/a days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as N/a
58) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except:

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) ~~other than those identified in~~
93 ~~Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated~~
94 ~~_____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this~~
95 ~~offer by reference~~ **COMPLETE DATES OR STRIKE AS APPLICABLE** and the property is being sold in an 'as is' condition,

96 without representation or warranty of any kind, expressed or implied, oral or written, concerning the Property or any matter related. Buyer shall be responsible for all costs associated with bringing the
97 building to code standards for their intended use, as necessary, unless explicitly agreed to by the Seller.

98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: _____

[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is stricken) a _____ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____.

STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous
236 environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating
237 to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements,
238 notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

264 (1) delivering written notice to Buyer within ____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;

266 (2) curing the Defects in a good and workmanlike manner; and

267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

270 (1) Seller does not have a right to cure; or

271 (2) Seller has a right to cure but:

272 (a) Seller delivers written notice that Seller will not cure; or

273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an**
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within 21 days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) Completed closing documents including a check for the full purchase amount (subject to change based on fees, closing costs and other costs associated with the sale)

_____[Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

☐ **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, ~~rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and~~ Seller shall be responsible for all real estate taxes, personal property taxes, and other related fees relating to 2025 and prior years. 2026 taxes will be prorated.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on ☐ **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

☐ **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

☐ **TITLE EVIDENCE**

☐ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

☐ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

☐ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are N/a

503 _____
504 _____ . Insert additional terms, if any, at lines 625-642 or attach as an addendum per line 668.

505 N/a **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

DISTRIBUTION OF INFORMATION

Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE

Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING

If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH

Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY

Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT

Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT

This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

654 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

655 Seller: () Buyer: ()

656 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.

659 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

661 Address for Seller: _____

662 Address for Buyer: _____

663 ☒ (5) Email: electronically transmitting the document or written notice to the email address.

664 Email Address for Seller: _____

665 Email Address for Buyer: ghansel7@gmail.com

666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

668 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

669 This Offer was drafted by [Licensee and Firm] Jarod Kivela, City of Stevens Point

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
671 sent via email. Funds wired to a fraudulent account are often impossible to recover.

672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
674 communications are convincing and professional in appearance but are created to steal your
675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
676 source.

677 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
678 calling a verified number of the entity involved in the transfer of funds. Never use contact
679 information provided by any suspicious communication.

680 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
681 **verification of any wiring or money transfer instructions.**

682 Buyer Entity Name (if any): Partnering Together Portage County. ATTN Gregg Hansel and Board

683 (x) _____
684 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

685 (x) _____
686 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

687
688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): ELODIN HOLDINGS LLC

693 (x) _____
694 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

695 (x) _____
696 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

697 This Offer was presented to Seller by [Licensee and Firm] _____
698 _____ on _____ at _____ a.m./p.m.

699 This Offer is rejected _____ This Offer is countered [See attached counter] _____
700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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

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

SECTION I: That subsection 8.21 of the Revised Municipal Code, Camping on City Property, is hereby **created** to read as follows:

8.21 CAMPING ON CITY PROPERTY PROHIBITED. Camping is hereby prohibited on all city property.

(1) Definitions:

- (a) “Camping” or “to camp” refers to the act of taking habitation upon City property or creating or maintaining a campsite upon City property.
- (b) “City property” means all real estate owned, controlled, leased, or occupied by the City of Stevens Point, including but not limited to City parks, City right of way areas, city parking lots, and areas subject to easements that grant rights or responsibilities to the City.
- (c) “Campsite” means any place upon City property where camping is occurring or where items associated with camping have been placed or left by any person.

(2) No person shall camp, lodge, live in or upon, or take habitation upon any City property. Evidence of such violation may include but is not limited to the presence of tents, sleeping bags, mattresses, blankets, cooking equipment or utensils, or other personal belongings typically associated with overnight or extended habitation. Stevens Point Police Officers may order any person camping upon City property to vacate such location and remove personal property located within the campsite. Any person refusing to comply with such order may be removed by Police Department staff and may be cited under RMC 5.06 for resistance to police.

(3) No person shall create or maintain a campsite upon City property.

(4) **Warning Procedure and Removal of Persons and Property.** Prior to removing property under subsection (5), ordering persons to vacate a campsite and/or remove property from such site under subsection (2), or issuing any citation under this Section, the Stevens Point Police Department or other City staff shall provide reasonable notice of the City’s intent to clear the campsite. This notice can be provided by posting a physical notice within or in the immediate vicinity of the campsite in a place reasonably visible to persons in the area or by personally providing such notice in writing to persons occupying the campsite. The City shall preserve records of such notices when posted or issued. No City staff member shall take action under subsections (2) or (5) and no citations shall be issued under this Section until at least 48 hours have elapsed since the time such notice is issued or posted. The deterioration of physical notices posted under this subsection due to weather or exposure to the elements or the removal of such notices by anyone other than City staff shall not render such notices ineffective for the purposes contained within this Section. Any person other than City staff who tampers with or removes a notice posted

under this subsection may be issued a citation under this Section. Citations issued for tampering with notices posted under this subsection are not subject to any warning provision, 48 hour notice, or diversion program provisions contained within this Section.

(5) When City staff identify a campsite or camping activity upon any City property, City staff may take the following actions with regards to any personal property which is left unattended upon such site:

- (a) Items in an unsanitary condition may be discarded by the City immediately. Items in an unsanitary condition include, but are not limited to, garbage, rubbish, and all accumulations of food waste or materials associated with food preparation.
- (b) Weapons, drug paraphernalia, suspected stolen property, contraband, and any evidence of a crime or violation of law may be retained by the Stevens Point Police Department until the disposition of such items is determined pursuant to applicable law and policy.
- (c) All items not covered by subsections (4)(a) and (4)(b) may be removed by the City and stored for a minimum of 30 calendar days. During this 30-day period, such items shall be available for release to an individual who can confirm ownership of such items. If no claim is made upon such items, they may be disposed of by the City in any appropriate manner.

(6) Diversion program. The Stevens Point Police Department in conjunction with the City Attorney's office shall develop and implement a diversion program under which individuals cited under this Section may have a first offense citation dismissed if such individual provides evidence that they have made a reasonable effort to attain services designed to assist them in securing housing. Such dismissals shall be evaluated based on a case by case basis and are at the discretion of the City Attorney based upon the facts of each individual case.

SECTION II: That a portion of Subsection 24.27 of the Revised Municipal Code of the City of Stevens Point, Exhibit A Schedule of Cash Deposits, is hereby **created** to read as follows:

8.21 Camping on City Property.....\$100.00

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST:

Susan Pagel, City Clerk

Dated: May 6, 2025
Approved: May 19, 2025
Published: May 23, 2025



To: City Council

From: Jarod Kivela, Director of Community Development

Date: January 26, 2026

RE: Amendment to Option to Purchase – Hintz Parcel (East Park Commerce Center)

City staff are seeking an amendment to an existing Option to Purchase between the City of Stevens Point and the Michael W. and Jacqueline Hintz Joint Revocable Trust for property located within the East Park Commerce Center.

The City previously entered into an Option to Purchase dated September 21, 2012 (accepted September 25, 2012) for the purchase of the parcel identified as Parcel No. 281230801440001.

This parcel is strategically important to the long-term development potential of the East Park Commerce Center, as it represents one of the closest remaining privately-owned parcels near Badger Avenue that the City does not currently control. As development progresses on City-owned parcels in East Park, this property is anticipated to become one of the next logical parcels for expansion and future business park growth.

City staff coordinated this amendment with the property owner and the owner's agent, and the revised terms have been agreed to by both parties in advance of City action.

Amendment Summary

The proposed Amendment to Option to Purchase accomplishes the following:

1. Extends the exercise deadline for the City to exercise the option by providing that the option may be exercised through midnight on September 30, 2027.
2. Clarifies the purchase price language by establishing a price per acre of \$38,245.45 if purchased between January 1, 2026 and September 30, 2027 (Exhibit A).

All other terms of the original Option to Purchase and any prior amendments remain unchanged.

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.

Recommendation

Staff recommends approval and execution of the Amendment to the Option to Purchase for the Hintz parcel to extend the option term and clarify the purchase price per acre. Staff requests the ability to make minor changes (ex. dates with a few week difference) to allow for flexibility when signing the document.

AMENDMENT TO OPTION TO PURCHASE

The City of Stevens Point (Buyer) and Michael W. and Jacqueline Hintz Joint Revocable Trust (Seller) hereby agree as follows:

- 1 The Buyer and Seller agree to amend the Option dated September 21, 2012 and accepted September 25, 2012
2 for the purchase and sale of the real estate **described on the attached Addendum as parcel no.**
3 **281230801440001** as follows:
4 ___ Closing date is changed from _____ to _____
5 x Purchase price is changed from \$ SEE EXHIBIT A to \$ _____
6 ___ Occupancy date is changed from _____ to _____
7 ___ Occupancy charge is changed from \$ _____ to \$ _____
8 X Other: _____

This Option may only be exercised by delivering written notice to Seller no later than midnight September 30, 2027.

- 16 ALL OTHER TERMS OF THE OPTION TO PURCHASE & ANY PRIOR AMENDMENTS REMAIN
17 THE SAME. This Amendment is binding upon Seller & Buyer only if a copy of the accepted Amendment
18 is delivered to the Party offering the Amendment on or before _____ February 6th, 2026 _____ (Time is of
19 the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Option to
20 Purchase, unless otherwise provided in this Amendment.

21 **Note: The Party offering this Amendment may withdraw the offered Amendment**

22 **Prior to acceptance and delivery as provided at lines 24 – 27.**

26 This Amendment was drafted by Andrew Logan Beveridge, City Attorney on
27 1/22/2026 Date

28 This Amendment was delivered by Andrew Logan Beveridge, City Attorney on _____
Date

29 (x) _____
30 Buyer's Signature
31 Print Name: Mike Wiza, Mayor

(x) _____
Seller's Signature –
Print Name: Jacqueline Hintz

32 (x) _____
33 Buyer's Signature
34 Print Name: Susan Pagel, City Clerk

(x) _____
Seller's Signature –
Print Name:

EXHIBIT A
Purchase Price

If purchased between January 1, 2026, and September 30, 2027, the price per acre shall be \$38,245.45.

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

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

SECTION I: That the Official Street Map and Extraterritorial Street Map of the City of Stevens Point be amended by adding the following described streets:

Hall Avenue

A variable width street from its intersection with County Road HH to its intersection with Norton Way, described as follows and depicted on attached Exhibit 'A':

Being part of preliminary Certified Survey Map, located in the Southwest Quarter of the Southwest Quarter of Section 2, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin:

Norton Way

A 76 foot wide street from its intersection with Hoover Road to its intersection with Hall Avenue, described as follows and depicted on attached Exhibit 'A':

Being part of preliminary Certified Survey Map, located in the Southwest Quarter of the Southwest Quarter of Section 2, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin:

SECTION II: The City Clerk shall file a copy of the ordinance with the Register of Deeds of Portage County, Wisconsin.

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

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: January 14, 2026
Approved: February 16, 2026
Published: February 26, 2026

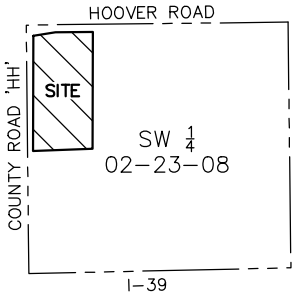
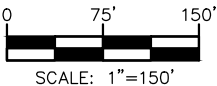
RETURN TO: Stevens Point City Clerk
Drafted by P. Fuehrer, City Engineering

OFFICIAL STREET MAP AMENDMENT
EXHIBIT 'A'

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

LOTS 1 AND 2, CERTIFIED SURVEY MAP No. 11026, RECORDED IN VOLUME 51, ON PAGES 6-7, AS DOCUMENT No. 834215, AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 02, TOWNSHIP 23 NORTH, RANGE 08 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN

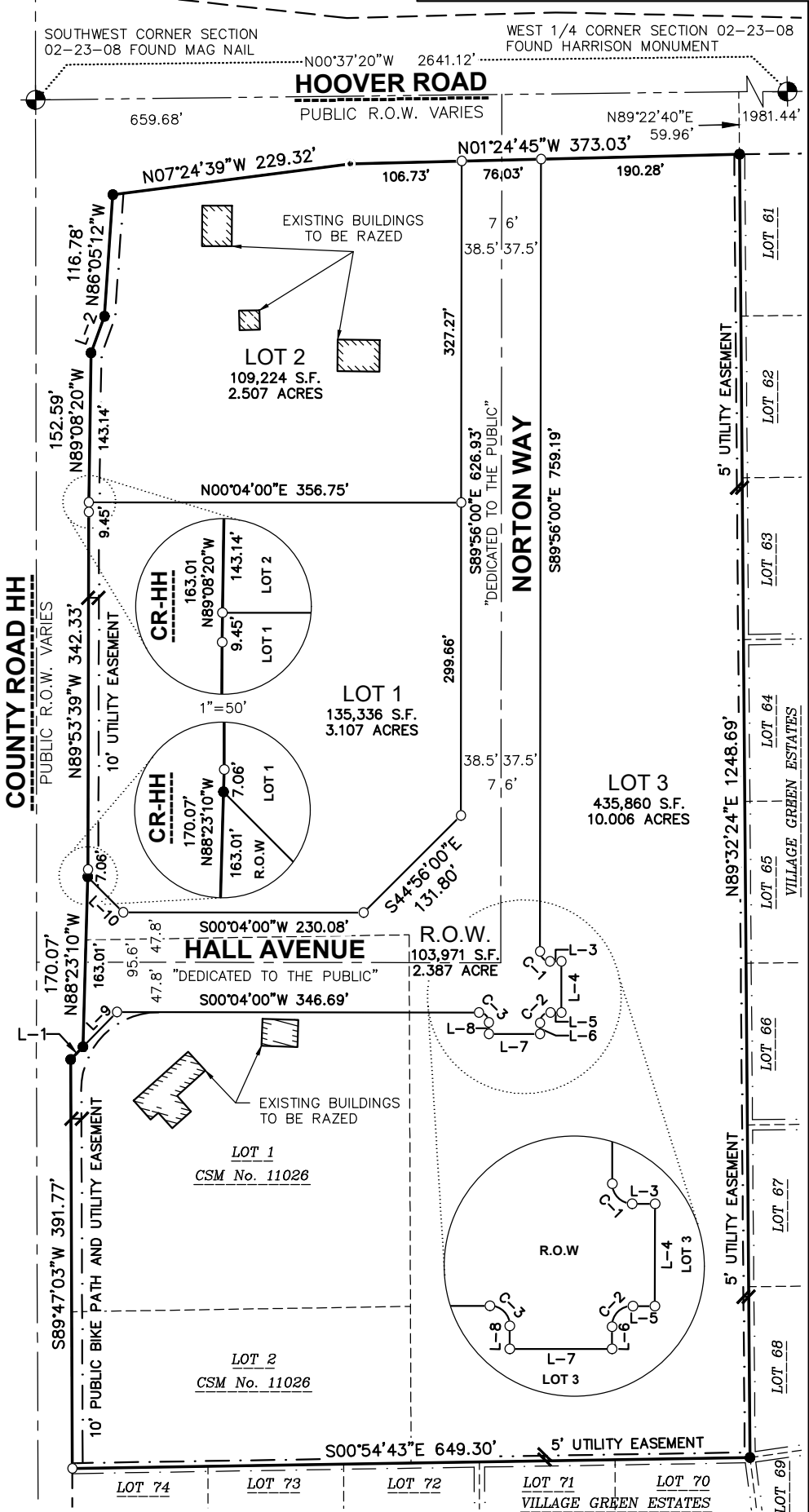


LEGEND

- GOVERNMENT CORNER
- 1" IRON PIPE FOUND
- 3/4" REBAR FOUND
- 3/4"x24" REBAR SET (1.5 LBS/LF)
- PLAT BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- NEW EASEMENT
- EXISTING EASEMENT

NOTES

- FIELD WORK PERFORMED ON FEBRUARY 2, 2022.
- BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, PORTAGE COUNTY. THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 02-23-08, BEARS N00°37'20"W.
- SEE SHEET 2 FOR LINE TABLE, EASEMENTS, AND BUILDINGS.



SURVEYED BY:



SURVEYED FOR:

PROJECT NO: 24-14553
FIELDBOOK/PG: -
SHEET NO: 10F4

SURVEYED BY: CMD
DRAWN BY: CMD

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

RESOLUTION

[LAND DEDICATION ACCEPTANCE FOR RIGHT-OF-WAY PURPOSES]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that it hereby accepts the dedication of 103,971 square feet of land, identified as Hall Avenue and Norton Way, for right-of-way purposes as identified on the attached certified survey map.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: February 2, 2026
Adopted: February 16, 2026

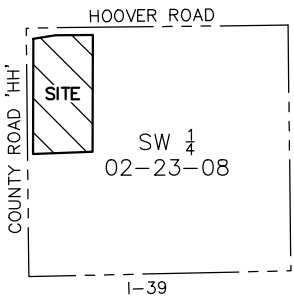
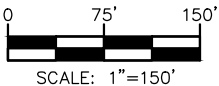
Committee: Plan Commission
Drafted by: Adam Kuhn
Return to: City Clerk

PRELIMINARY

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north

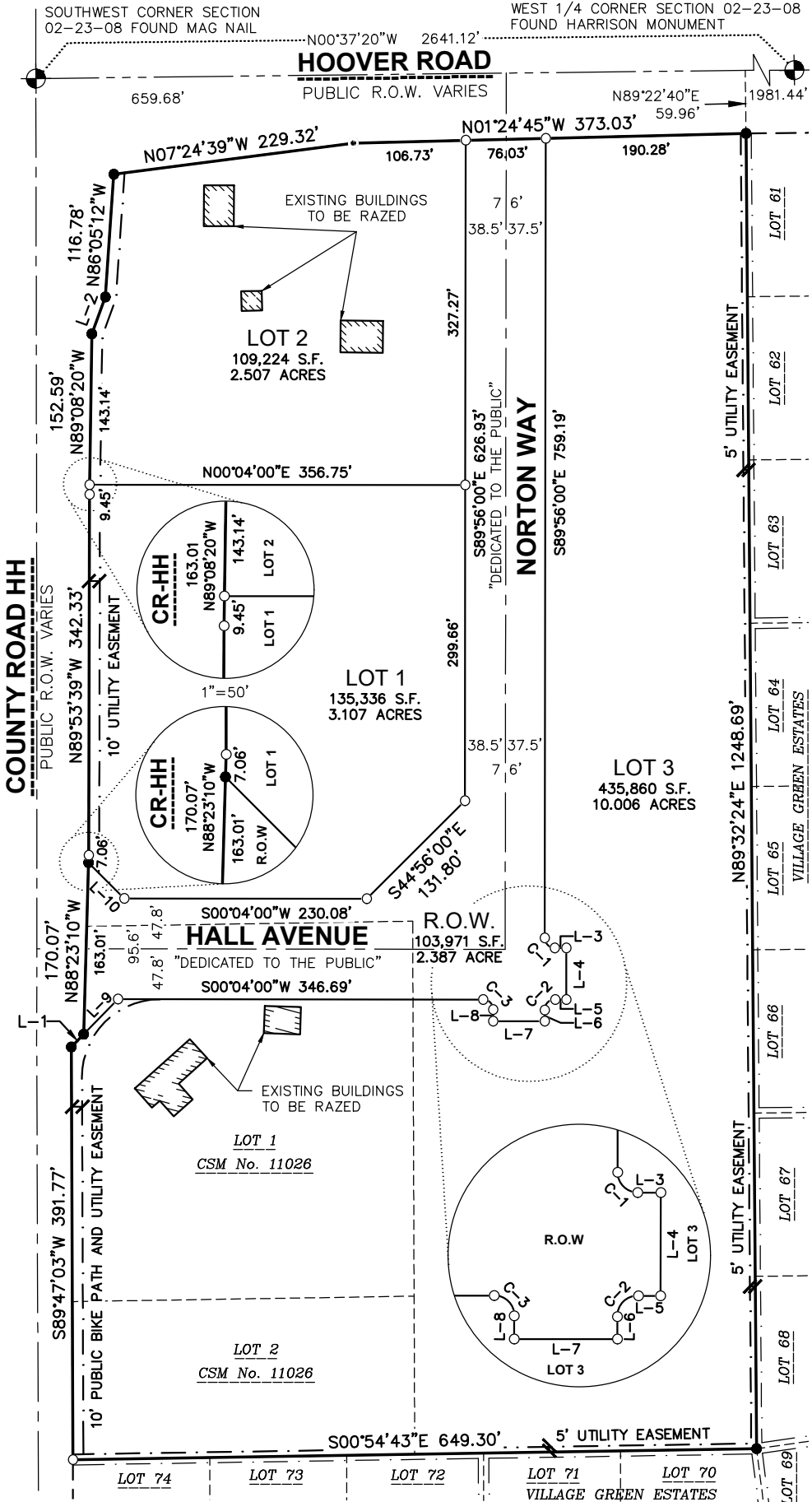


LEGEND

- GOVERNMENT CORNER
- 1" IRON PIPE FOUND
- 3/4" REBAR FOUND
- 3/4"x24" REBAR SET (1.5 LBS/LF)
- PLAT BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- NEW EASEMENT
- EXISTING EASEMENT

NOTES

- FIELD WORK PERFORMED ON FEBRUARY 2, 2022.
- BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, PORTAGE COUNTY. THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 02-23-08, BEARS N00°37'20"W.
- SEE SHEET 2 FOR LINE TABLE, EASEMENTS, AND BUILDINGS.



SURVEYED BY:



SURVEYED FOR:

PROJECT NO: 24-14553
FIELDBOOK/PG: -
SHEET NO: 10F4

SURVEYED BY: CMD
DRAWN BY: CMD

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

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LEGAL DESCRIPTION

LOTS 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 11026, RECORDED IN VOLUME 51, PAGE 6–7 OF CERTIFIED SURVEY MAPS OF PORTAGE COUNTY AS DOCUMENT No. 834215, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 02, TOWNSHIP 23 NORTH, RANGE 08 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 02, AFORESAID;
THENCE N00°37'20"W, ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 659.69 FEET;
THENCE N89°22'40"E, 59.96 FEET TO THE SOUTHWEST CORNER OF VILLAGE GREEN ESTATES, RECORDED IN VOLUME 10, PAGES 25–25a, AS DOCUMENT No. 275790, ALSO BEING THE POINT OF BEGINNING;
THENCE N89°32'24"E ALONG THE SOUTH LINE OF VILLAGE GREEN ESTATES, AFORESAID, 1,248.69 FEET;
THENCE S00°54'43"E ALONG THE WEST LINE OF VILLAGE GREEN ESTATES, AFORESAID, 649.30 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 'HH';
THENCE S89°47'03"W ALONG SAID LINE, 391.77 FEET;
THENCE N45°38'16"W ALONG SAID LINE, 16.81 FEET;
THENCE N88°23'10"W ALONG SAID LINE, 170.07 FEET;
THENCE N89°53'39"W ALONG SAID LINE, 342.33 FEET;
THENCE N89°08'20"W ALONG SAID LINE, 152.59 FEET;
THENCE N86°05'12"W ALONG SAID LINE, 116.78 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HOOVER ROAD;
THENCE N07°24'39"W ALONG SAID LINE, 229.32 FEET;
THENCE N01°24'45"W ALONG SAID LINE, 373.03 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 784,391 SQUARE FEET OR 18.007 ACRES.

SURVEYOR'S CERTIFICATE

I, ANDREW W. WILKOWSKI, PROFESSIONAL LAND SURVEYOR S-3121, DO HEREBY CERTIFY THAT BY DIRECTION OF SOURCE COMMERCIAL REAL ESTATE, I HAVE SURVEYED, DIVIDED, AND MAPPED, THE LANDS DESCRIBED HEREON, AND THAT THE MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND THE DIVISION THEREOF, IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

ANDREW W. WILKOWSKI, S-3121
PROFESSIONAL LAND SURVEYOR

DATE



CURVE TABLE						
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT LENGTH
C-1	9.50'	090°00'00"	N45°04'00"E	13.44'	14.92'	9.50
C-2	9.53'	094°44'45"	S44°56'00"E	14.02'	15.76'	10.35
C-3	9.50'	090°00'00"	S45°04'00"W	13.44'	14.92'	9.50

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N45°38'16"W	16.81'
L-2	N69°45'59"W	37.32'
L-3	N0°04'00"E	11.00'
L-4	S89°56'00"E	49.00'
L-5	S0°04'00"W	10.59'
L-6	S89°56'00"E	10.59'
L-7	S0°04'00"W	49.00'
L-8	N89°56'00"W	11.00'

SURVEYED BY:



MADISON REGIONAL OFFICE
507 WEST VERONA AVE, SUITE 500
VERONA, WI 53593
P. 608.848.6060

SURVEYED FOR:

SOURCE COMMERCIAL
REAL ESTATE
5936 SEMINOLE CENTRE CT
FITCHBURG, WI 53711

PROJECT NO:

24-14553

FIELDBOOK/PG:

-

SHEET NO:

2 OF 4

SURVEYED BY:

CMD

DRAWN BY:

CMD

VOL. _____ PAGE _____

DOC. NO. _____

C.S.M. NO. _____

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PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

LOTS 1 AND 2, CERTIFIED SURVEY MAP No. 11026, RECORDED IN VOLUME 51, ON PAGES 6–7, AS DOCUMENT No. 834215, AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 02, TOWNSHIP 23 NORTH, RANGE 08 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN

CORPORATE OWNER’S CERTIFICATE

STEVENS POINT WI, LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF STEVENS POINT FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID STEVENS POINT WI, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS _____ DAY OF _____, 2025.

STEVENS POINT WI, LLC

SIGN: _____

PRINT: _____, MANAGING MEMBER

STATE OF WISCONSIN) SS
PORTAGE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2025, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED STEVENS POINT WI, LLC TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, PORTAGE COUNTY, WISCONSIN MY COMMISSION EXPIRES _____

CONSENT OF CORPORATE MORTGAGEE

_____, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S–3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF STEVENS POINT WI, LLC, OWNER.

WITNESS THE HAND AND SEAL OF _____, MORTGAGEE, THIS _____ DAY OF _____, 2025.

SIGN: _____

PRINT: _____, VICE PRESIDENT

STATE OF WISCONSIN) SS
PORTAGE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2025, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED _____ TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, PORTAGE COUNTY, WISCONSIN MY COMMISSION EXPIRES _____



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SURVEYED BY:  MADISON REGIONAL OFFICE 507 WEST VERONA AVE, SUITE 500 VERONA, WI 53593 P. 608.848.5060	SURVEYED FOR: SOURCE COMMERCIAL REAL ESTATE 5936 SEMINOLE CENTRE CT FITCHBURG, WI 53711	PROJECT NO:	<u>24-14553</u>	SURVEYED BY:	<u>CMD</u>	VOL. _____ PAGE _____	
		FIELDBOOK/PG:	<u>-</u>	DRAWN BY:	<u>CMD</u>		DOC. NO. _____
		SHEET NO:	<u>3 OF 4</u>				

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CERTIFIED SURVEY MAP NO. _____

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CITY OF STEVENS POINT COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP, WHICH HAS BEEN DULY FILED FOR THE APPROVAL OF THE CITY OF STEVENS POINT COMMON COUNCIL, BE AND THE SAME IS HEREBY APPROVED AND THE DEDICATIONS, IF ANY DESIGNATED HEREON, ARE HEREBY ACKNOWLEDGED AND ACCEPTED BY THE CITY OF STEVENS POINT.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY OF STEVENS POINT ON THIS _____ DAY OF _____, 2025.

SUSAN PAGEL, CLERK
CITY OF STEVENS POINT



OFFICE OF THE REGISTER OF DEEDS	
_____ COUNTY, WISCONSIN	
RECEIVED FOR RECORD _____	
20__ AT _____ O’CLOCK ____ M	
AS DOCUMENT # _____	
IN VOL. _____ OF CERTIFIED	
SURVEY MAPS ON PAGE(S) _____	
_____ REGISTER OF DEEDS	

SURVEYED BY:  MADISON REGIONAL OFFICE 507 W. VERONA AVENUE, SUITE 500 VERONA, WISCONSIN 53593 P. 608.848.5060	SURVEYED FOR: SOURCE COMMERCIAL REAL ESTATE 5936 SEMINOLE CENTRE CT FITCHBURG, WI 53711	PROJECT NO: 24-14553 FB/PG: - SHEET NO: 4 OF 4	SURVEYED BY: CMD DRAWN BY: CMD
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RESOLUTION

[CONDITIONAL USE PERMIT – 2041 MADISON STREET – OPERATE A COCKTAIL LOUNGE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 2041 Madison Street (**Parcel ID 281240832403709**). The property located at 2041 Madison Street is zoned “M-2” Heavy Industrial District and is described as LOT 1 CSM #10565- 47-145 BNG LOTS 1,2,3,10,11 12,13,14 BLK 6 HELMS ADD S32 T24 R8 1.30A 856110, City of Stevens Point, Portage County, Wisconsin. The applicant is hereby granted a conditional use permit to operate a cocktail lounge on the subject property, subject to the following conditions:

1. A liquor license shall be granted prior to starting the proposed use.
2. The proposed gravel parking lot shall meet minimum design standards as outlined in Section 23.01 (17) of the City’s Zoning Code.
3. Staff shall have the ability to approve minor amendments to the submitted plan set.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: February 2, 2026
Adopted: February 16, 2026

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

RESOLUTION

[PRELIMINARY SUBDIVISION PLAT – WEST RIVER DRIVE AND WEST ZINDA DRIVE]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, an unaddressed parcel bounded by West Zinda Drive (Parcel ID 281240831401241) and Lots 1-15 of the Riverwood West Subdivision (Parcel ID 281240831401211-281240831401226). The unaddressed parcel off of West Zinda Drive is zoned "R-2" Single-Family Residential and is described as LOT 2 CSM#9448-40-78 EX 20'STRIP DESC IN 789675 BNG PRT GL4 & SWSE;&ESMT OVR OL1 CSM 31/31 S31T24R8 10.84A M/L 652/536-ESMT; 665/669-70;724299 ;911175;911204AOC, City of Stevens Point, Portage County, Wisconsin. The subject area is granted a preliminary subdivision plat review, subject to the following revisions:

1. The proposed access point off of West Zinda Drive shall be a private driveway.
2. The cul-de-sac off of West Zinda Drive shall meet minimum design standards as required by the City Fire Marshal.
3. The future land use designation for Parcel ID 281240831401241 shall be amended from 'Not Developable / Restrictive Ownership' to 'Residential.'

Approved: _____
Mike Wiza, Mayor

Attest: _____
Susan Pagel, City Clerk

Dated: February 2, 2026
Adopted: February 16, 2026

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

Administrative Staff Report



Design Review & Site Plan Review City Hall – Bounded by Ellis & Water Street February 2, 2026

Department of Community Development
1515 Strong's Avenue, Stevens Point, WI
54481
Ph: (715) 346-1568 - Fax: (715) 346-1498

Applicant(s): - City of Stevens Point Staff: - Adam Kuhn, Associate Planner akuhn@stevenspoint.com Parcel Number(s): 281240832202055 Zone(s): "B-3" Central Business District Council District: - District 9 – Ald. Lang Planned Use: - City Hall Applicable Regulations: - Chapter 22 – Historic Preservation Ordinance - Downtown Design Guidelines - Chapter 23 – Zoning Ordinance	Request A request from the City of Stevens Point for a design review to construct a principal structure, parking lot and associated site improvements on an unaddressed parcel bounded by Water Street and Ellis Street (Parcel ID 281240832202055), consistent with Ch. 22.05(2). A request from the City of Stevens Point for a site plan review to construct a principal structure, parking lot and associated site improvements on an unaddressed parcel bounded by Water Street and Arlington Ellis Street (Parcel ID 281240832202055). City Official Design Review / Historic District - Downtown Historic Design Review District Staff Recommendation Approve the request for a design review to construct a principal structure, parking lot and associated site improvements on an unaddressed parcel bounded by Water Street and Ellis Street (Parcel ID 281240832202055), subject to the following conditions: - A building permit shall be obtained prior to the start of construction. - The Designated Agent shall have the authority to approve minor amendments to the plan set. Approve the request for a site plan review to construct a principal structure, parking lot and associated site improvements on an unaddressed parcel bounded by Water Street and Arlington Ellis Street (Parcel ID 281240832202055), subject to the following conditions: - A building permit shall be obtained prior to the start of construction. - The Designated Agent shall have the authority to approve minor amendments to the plan set.
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Vicinity Map



Scope of Work

Overview: As Commissioners are aware, the City has been exploring the idea of relocating City Hall operations away from the Portage County Courthouse building into a new space. After discussion, the Council last year elected to construct a new City Hall building on the site identified in the vicinity map above.

The subject area is located within the Downtown Design Review District – one of three historic districts located within the city. Properties identified in a local historic district, or applied a local landmark designation, must adhere to the Historic Preservation / Design Review Commission’s Design Guidelines when building and site improvements are requested. According to Section 7.4 of the Historic Preservation / Design Review Commission’s Design Guidelines, new construction is considered a ‘major work’ and requires the review and approval of the Commission. Said requirement is outlined below.

Sec. 7.4: Major and Minor Works

Sec. 7.4.1 Major Works (HPDRC Approval)

a. New construction or additions to primary buildings

The process to obtain a design review from the Historic Preservation / Design Review Commission is identified below.

CHAPTER 22: HISTORIC PRESERVATION

Division 5.02 Regulation of Construction, Reconstruction, Alteration, and Demolition

No owner or person in charge of a historic structure or historic site, or property located within a historic district shall reconstruct, alter, or demolish all or any part of the exterior of such property or construct any improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless approval has been granted by the commission.

Upon the filing of any request for a design review certificate with the commission, the commission shall review the request in accordance with the design guidelines. If the commission determines that the application for a design review certificate and the proposed changes are consistent with the design guidelines, it shall issue the design review certificate. Upon the issuance of such certificate, any other required permits shall be obtained.

Within this agenda is a request for the City's Plan Commission to conduct a site plan review of the proposed building and site development. Although action by the Plan Commission is not required per the City's Zoning Code, City Administration requested that the Plan Commission provide input on the proposed site design. An analysis of relevant site design standards is highlighted below, based on the enclosed plan submittal. As is addressed throughout this report, the plan submittal includes options to include and not include an enclosed parking area that is attached to the City Hall building. This report examined both design options; however, it will be up to the Common Council in the weeks ahead as to whether an enclosed parking area is included in the final plans for bid.

HPDRC Guidelines of Review

(numbers below pertain to the pertinent guideline standards)

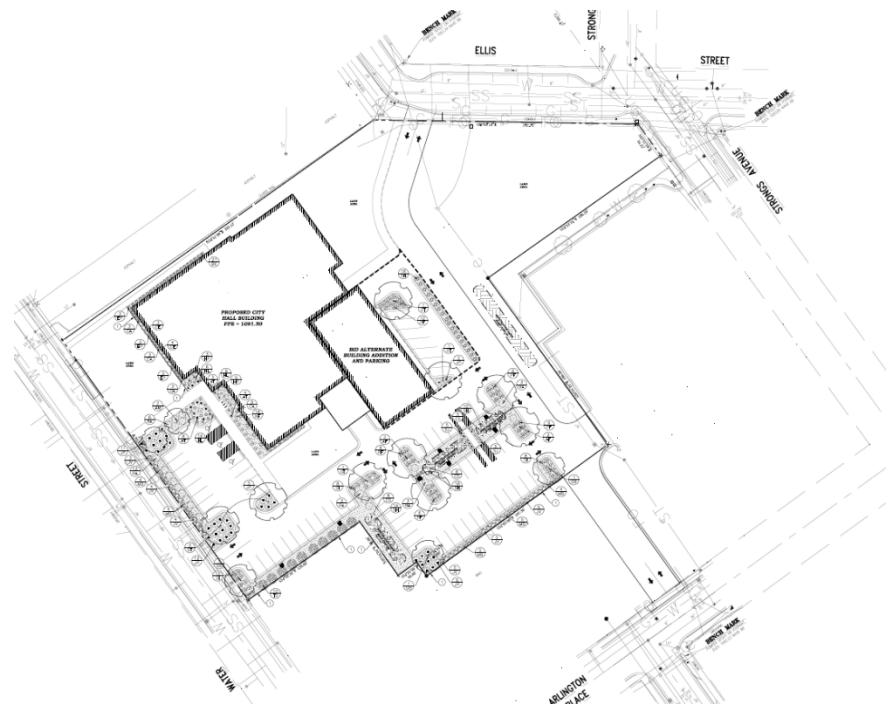
*****Other standards within the design guidelines not specifically mentioned below have been reviewed and are met or not applicable pertaining to the proposed building improvement activities.**

SEC. 5.1.2: Commercial Construction: Massing, Scale & Orientation Guidelines

1. Buildings within Stevens Point's Downtown Historic / Design Review District are of similar heights. Therefore,



Site & Landscaping Plan – No Enclosed Parking Area



Site & Landscaping Plan – Including an Enclosed Parking Area

the height of a new building should be compatible with other buildings in the district when measured from grade.

Analysis: The proposed building would stand two stories in height at a peak height of 38 feet. Adjacent buildings range from being single-story (e.g., Children's Wisconsin & the Beth Israel Synagogue) to five stories in height (e.g., Berkshire).

Findings: The proposed two-story building would a comparable height to neighboring buildings and serve as a gradual increase in peak building height from the south to the Downtown area.

2. All new buildings should be compatible in height with adjacent buildings on the block.

Analysis: Please see standard #1 above.

Findings: This standard is met.

3. A new building's height to width ratio should be consistent with existing historic structures. Floor-to-floor heights of new buildings should be similar to the proportions of the existing.

Analysis: The proposed building would stand 38 feet in height. A maximum building width of 197 feet would exist if an enclosed parking area were not added onto the building. If the enclosed parking area is added onto the building, maximum building width would be 218 feet.

Findings: The building has a proposed square look to it that is similar with other multi-story buildings located in the near vicinity (e.g., Berkshire, Courthouse, etc.).

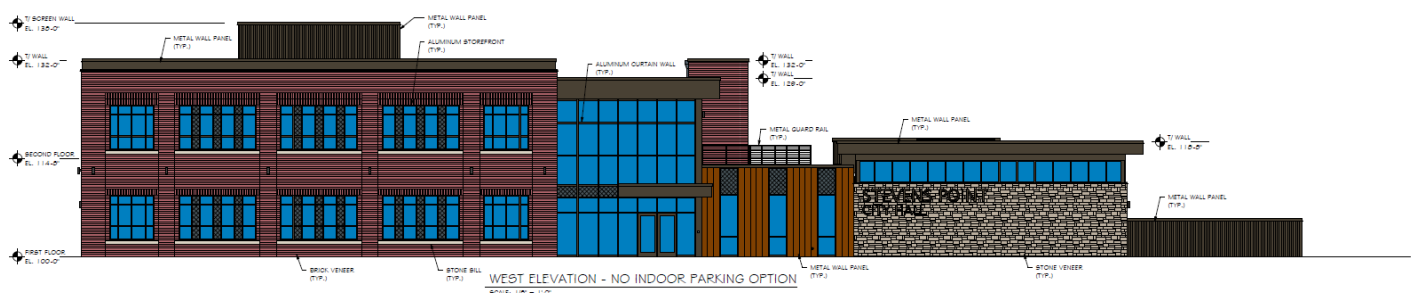
4. The overall building massing and placement on the lot should be similar to that of other buildings in the historic district. Commercial buildings within the interior of the block should be built to the front property line resulting in a continuous building line.

Analysis: A building setback of 66 feet is proposed off of Water Street. Adjacent buildings range significantly in terms of the amount of building setback provided from a street. The Berkshire building provides roughly four feet of street setback off of Water Street, 18 feet provided for the Beth Israel Synagogue, and 13 feet for the Portage County Annex building. A greater street setback is being requested for City Hall due to the amount of visitor traffic coming in and out of the site, and ensuring that parking accommodations in close proximity can be provided. Additionally, the building is requested to be set back farther to preserve an open space area adjacent to Water Street.

5. The space between buildings should reflect the existing pattern of property development within the district. Historically, buildings within the interior of a block were built to the side property line, usually sharing a wall with its neighbor.

Analysis: Ten feet of side yard setback is provided from the northwest lot line.

Findings: While it is common for buildings along Main Street and Clark Street to share a common wall along the



side lot line, buildings on the periphery of the Downtown provided greater separation from one another. The proposed side yard setback allows for the minimum number needed to satisfy Building Code requirements, while ensuring that it still meets the spirit of buildings in a historic district to be close to one another.

6. Where buildings are set back from the front property line, the parking should be to the side and rear only.

Analysis: Parking is provided in the front, side and rear elevations of the building.

Findings: As part of this request, the City is requesting a deviation from this standard to allow for parking closer to the street lot line.

7. New buildings should have their main entrance and primary architectural façade facing the street. New buildings should have a rear entrance to accommodate rear parking and access.

Analysis: The main entrance is proposed to be off of Water Street, with secondary employee only access along the north elevation. Primary architectural details are located along the front elevation – ranging with the use of brick veneer, metal wall panel and stone veneer.

Findings: This standard is met.

SEC. 5.1.3: Commercial Construction: Design, Proportion & Architectural Guidelines

1. The design of a new building should not attempt to create a false historic appearance, but rather complement buildings in the existing district. New construction should have its own character and style.

Analysis: The proposed building aims to be compatible with the Weber Tackle Building that was historically located on the subject area. As shown within the elevation plans, the proposed building complements key features of the Weber Tackle Building – the use of brick veneer and a fenestration pattern that has a similar ratio of solids and voids – to present an industrial feel for a building that will house an institutional use.

Findings: Staff believes that this standard is met.



2. **Use materials that are common to the district such as brick, stone, terra cotta, wood, and metal. Modern materials are appropriate on a new building, however, masonry should be the predominant material on the façade as most of downtown’s historic structures are brick or stone. Whenever modern materials are used, they should be similar in their physical qualities to historic materials found in the district.**

Analysis: Brick veneer is the predominant façade material used on the proposed building, with other materials used consisting of metal and stone.

Findings: This standard is met.

3. **The fenestration of a new building should reflect that of existing historic structures within the district in proportion, shape, location, pattern and size. The ratio of solids to voids on a building’s façade should reflect the buildings within the same block.**

Analysis: Please see standard #1 above.

Findings: The proposed fenestration pattern is consistent with other buildings located in the near vicinity, particularly more modern buildings (e.g., Berkshire) located within the Downtown Design Review District.

4. **New construction should include storefront elements proportional to that of existing historic structures.**

Analysis: Storefront elements are not proposed due to the institutional use proposed within the building.

Findings: This standard is met.

5. **Aluminum and vinyl siding are not recommended on new construction within the Downtown Historic / Design Review District.**

Analysis: Aluminum is the proposed material for the window muntins. Vinyl siding is not proposed.

Findings: While aluminum is proposed for the windows, its feature is small in scale compared to the other façade materials that would be used.

6. **Architectural details such as cornices, arches, and parapet walls give a building texture and define its scale. New construction should reflect that of existing structures. The orientation and pattern of windows, doors, and architectural details can help reduce the impact to new construction.**

Analysis: A parapet wall and metal guard rail are proposed to provide greater variation in true building height.

Finding: This standard is met.

SEC. 3.14: Mechanical and Communication Equipment

4. **Mechanical equipment including utility meters and heating and air conditioning equipment should be located at the rear of a structure if feasible. Mechanical equipment which can be seen from the street should be screened with shrubbery or appropriate fencing.**

Analysis: Mechanical equipment is proposed on the roof of the building, which would be shielded from public view via privacy fencing.

Findings: This standard is met.

SEC. 4.1: Landscaping Guidelines

4. **When adding new landscaping, native and commonly occurring vegetation is recommended. New plant materials should be appropriate in species and scale to existing plant materials in the immediate vicinity.**

Analysis: The submitted landscaping plan proposes a range of 40’ tall trees, 3-4’ tall shrubs, ornamental grasses

and perennials. The landscaping is located primarily within landscaped areas within the parking lot and along the perimeter of the building.

Findings: This standard is met.

- 5. Shrubbery planted along building edges and property lines should have a mature height of less than six (6) feet.**

Analysis: Most shrub species are proposed to be 3-4' in height, with the exception of Techny Arborvitae that would stand 10-15' tall at maturity. These shrubs would be located near the southeast corner of the subject area.

Findings: As part of this request, an exception is being sought to allow for a taller shrub to provide separation between the City Hall building and the Beth Israel Synagogue.

- 6. Trees, shrubs, and fencing should be used to screen service areas, garbage enclosures and, whenever possible, parking areas.**

Analysis: Trees and shrubs are located within the parking lot in accordance with the City's Zoning Code.

Findings: This standard is met.

SEC. 4.2: Lighting Guidelines

- 1. The design of lighting fixtures and poles should be compatible in size, scale, material, and brightness with the structure, landscape, and neighborhood setting.**

Analysis: Bollards are proposed to be located throughout the parking lot at a height of 30 inches from grade.

Findings: The proposed bollards have a more pedestrian feel given their short height and best assimilates with the broader historic district by ensuring that it complements adjacent site designs.

SEC. 4.3.1: Parking Lot Guidelines

- 1. Parking lots, driveways, and sidewalks shall comply with any ordinance requirements for size and landscaping elements as well as site grading.**

Analysis: The parking lot satisfies minimum design standards as outlined in the City's Zoning Code.

Findings: This standard is met.

- 4. Large expanses of parking are not recommended. Parking should be adequately landscaped with buffers and vegetative islands. Pedestrian access and crossings should be clearly designated in parking areas.**

Analysis: The parking lot is broken up by terminal landscaped islands as required in the City's Zoning Code. Perimeter landscaping is also proposed.

Findings: This standard is met.

- 6. Commercial parking areas should be surfaced with suitable materials such as asphalt, concrete, brick, etc. Gravel, crushed stone, or other loose material including unpaved lots are not recommended.**

Analysis: The parking lot would comprise of asphalt.

Findings: This standard is met.

Site Plan Review

1. Setbacks.

Analysis: The subject area is zoned “B-3” Central Business District. Within the “B-3” District, there are no street, side and rear setback requirements.

Findings: The setbacks that are provided exceed minimum requirements for the “B-3” District.

<i>Lot Line</i>	B-3 Setback Requirements	Proposed Setbacks – No Enclosed Parking	Proposed Setbacks – Enclosed Parking
<i>Street</i>	0 feet	66’ off of Water Street, 101’ off of Ellis Street	66’ off of Water Street, 101’ off of Ellis Street
<i>Side</i>	0 feet	10’ off of northwest lot line, 147’ off of southeast lot line	10’ off of northwest lot line, 127’ off of southeast lot line
<i>Rear</i>	0 feet	150’	99’

2. Density.

Analysis: Within the “B-3” District, permitted commercial land uses do not have a minimum lot size requirement.

Findings: As the subject property is 128,851 square feet in size, the proposed use meets minimum density restrictions.

3. Building Height.

Analysis: The proposed structure will be 38 feet tall.

Findings: Buildings within the “B-3” District are restricted to a max height of 35 feet. Structures may surpass 35 feet in height, at a height not to exceed 85 feet, if a fire prevention system exists that is approved by the Fire Department. The proposed structure would be equipped with a fire prevention system.

4. Parking and Traffic Flow.

Analysis: As the subject property is zoned “B-3” Central Business District, minimum off-street parking requirements identified in the Zoning Code are waived. With the enclosed garage, the proposal seeks 72 surface parking stalls and 15 indoor parking stalls. Without the enclosed garage, the proposal seeks 87 surface parking stalls. One access point is proposed off Ellis Street, Arlington Place and Water Street.

Findings: The number of parking stalls provided aligns with the number of City employees who would work in the building, along with providing ample visitor parking areas for peak times of the year (e.g., committee meetings, tax payments, etc.). With access points off of each adjoining public street, staff believes that traffic circulation is sufficient within and around the site.

5. Utilities.

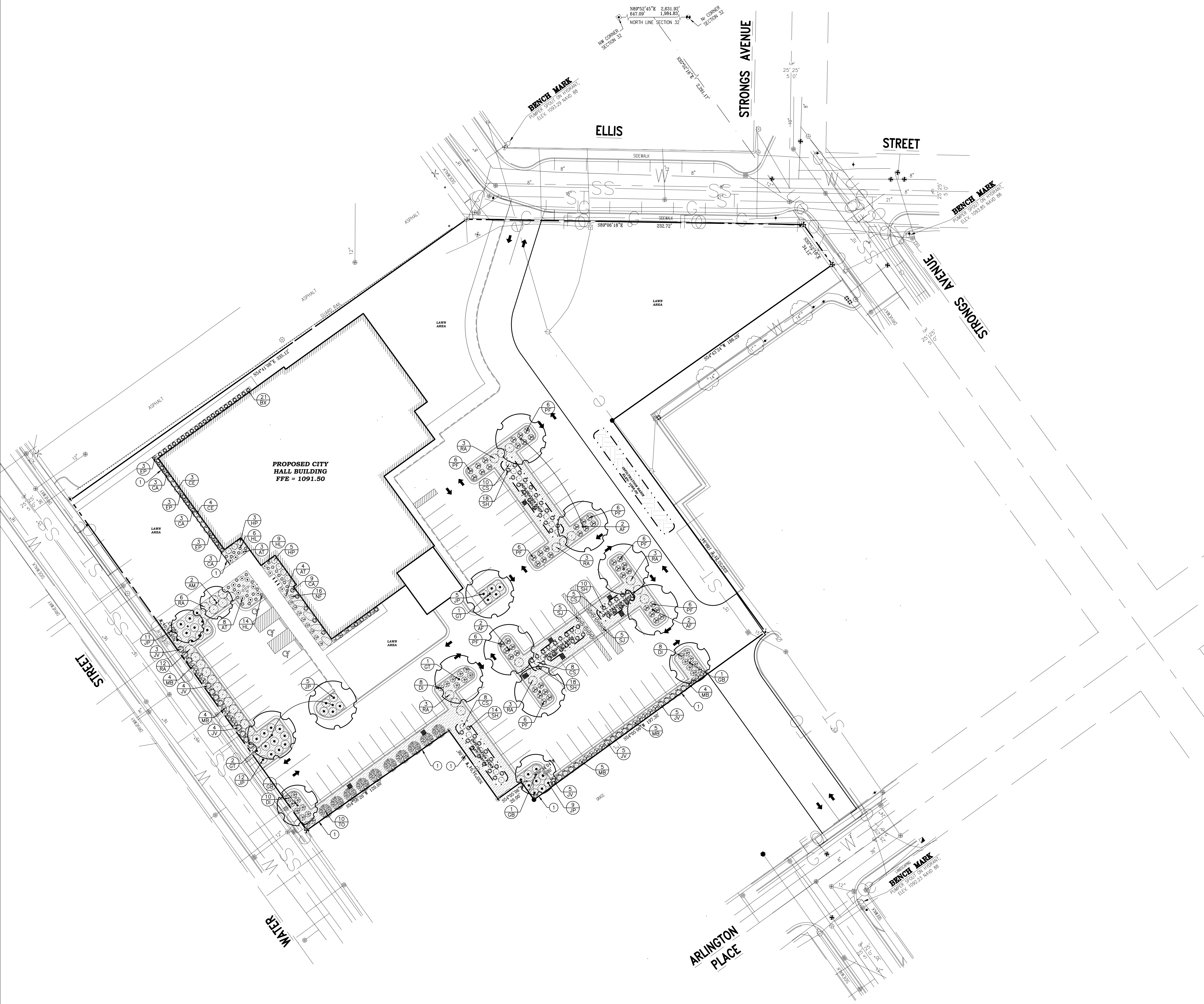
Analysis: Utility infrastructure exists within the adjacent street right-of-way to accommodate the proposed development. Infiltration basins are proposed along the south and east lot lines. Public Utilities staff have reviewed the proposed stormwater facilities and believes that it can handle anticipated stormwater flow as a result of the proposed development.

Findings: This standard is met.

6. Landscaping.

Analysis: The submitted landscaping plan proposes a range of 40' tall trees, 3-4' tall shrubs, ornamental grasses and perennials. The landscaping is located primarily within landscaped areas within the parking lot and along the perimeter of the building.

Findings: Based on the landscaping plan submitted, City staff believes that it meets minimum landscaping requirements as outlined within the Zoning Code.



BENCHMARK:

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

BENCHMARK #1
BENCHMARK INFO FROM SURVEY

UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITIES ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

- GENERAL NOTES:**
1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.

2. 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO PLANTING.

3. SEED/FERTILIZER/CRIMP HAY MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION, EXCEPT AREAS NOTED ON THIS DOCUMENT TO BE SODED.

4. ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE SIZES GIVEN.

5. ALL TREES SHALL BE STAKED WITH A MINIMUM OF THREE STAKES.

6. ALL TREES IN THE TURF AREA SHALL HAVE A 5' DIAMETER CIRCLE OF 4" DEPTH SHREDDED HARDWOOD BARK MULCH.

7. EDG-KING LANDSCAPE EDGING OR EQUAL SHALL BE PLACED AROUND ALL LANDSCAPE BEDS.

8. 3" DEPTH OF 3/4" DIAMETER DECORATIVE LANDSCAPE STONE SHALL BE PLACED IN ALL SHRUB PLANTING BEDS. COLOR TO BE SELECTED BY OWNER.

9. FILTER FABRIC SHALL BE PLACED BENEATH ALL LANDSCAPE STONE.

10. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE) CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE INSTALLATION OF SAID UTILITIES.

PLANTING SCHEDULE:

TREES SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AT	ACER X FREEMANN 'JEFFERSRED' AUTUMN BLAZE	FREEMAN MAPLE	2.5" CAL	40-50' X 30-40'W	6
AM	AMELANCHER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2.5" CAL	25' X 25'W	2
DB	QINGDI BULB 'PRINCETON SENTRY'	MADEIRA TREE	2.5" CAL	40-50' X 30'W	3
GT	GLEDITSIA THORNLESS INERMIS 'SKYCOLE'	SKYLINE THORNLESS HONEYLOCUST	2.5" CAL	35-45' X 25-35'W	4

SHRUBS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
BK	BUXUS 'GREEN GEM'	GREEN GEM BOXWOOD	5 GAL	3'-4' X 3'-4'W	21
CS	CORNUS STOLONIFERA 'FARROW'	ARTIST FIRE RED TWIG DOGWOOD	24"	3'-4' X 3'W	31
DI	DIERVILLA IONICERA	DWARF BUSH HONEYSUCKLE	5 GAL	3' X 3'W	26
HP	HYDRANGEA PANCULATA 'BOBO'	BOBO PANICLE HYDRANGEA	24"	2.5-3' X 3'-4'W	8
JP	JUNIPERUS X PITZERIANA 'KALLAYS'	KALLAYS COMPACT PITZER JUNIPER	24"	2-3' X 4'-6'W	25
JV	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL JUNIPER	5 GAL	3'-4' X 4'-6'W	26
MB	MICROBIOTA DECUSATA 'CONDREY'	DREW'S BLUE DWARF SIBERIAN CYPRESS	5 GAL	3' X 3'W	22
PF	POTENTILLA FRUTICOSA 'GOLD STAR'	GOLD STAR POTENTILLA	24"	2' X 3'W	48
RA	RUS. ARMATA 'GOLD-LOW'	GOLD-LOW FRAGRANT SUMAC	24"	2-3' X 6'W	39
SJ	SPIRAEA JAPONICA 'SUNSHINE'	DOUBLE PLAY RED SPIREA	24"	2-3' X 3'W	10
TD	THALIA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	MIN. 3' HT.	10-15' X 6-10'W	10

ORNAMENTAL GRASS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
CA	CALAMAGOSTIS X ACUTIFLORA 'KARL FOERSTER'	FOERSTER'S FEATHER REED GRASS	#2 POT	4-6' X 2'W	18
SH	SPOROBOLUS HETEROLEPS	PRAIRIE DROPSIDE	#2 POT	4-6' X 2-3'W	60

PERENNIALS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AT	ASCLEPIAS TUBEROSA	ORANGE BUTTERFLY MILKWEED	1 GAL	2' X 2'W	15
EP	ECHEINACEA PURPUREA 'FATAL ATTRACTION'	FATAL ATTRACTION CONEFLOWER	1 GAL	24" X 24"W	9
HL	HOSTA 'DIAMOND LAKE'	DIAMOND LAKE HOSTA	1 GAL	2' X 4'W	29
NP	NEPETA FAASSONI 'CAT'S MEOW'	CAT'S MEOW CATMINT	1 GAL	20" X 3'W	16

KEYNOTES:

1. LANDSCAPE EDGING - SEE GENERAL NOTES

LEGEND:

STONE MULCH. SEE LANDSCAPE NOTES

LANDSCAPE BOULDERS

(3'-4' DIAMETER) QTY: 3

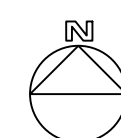
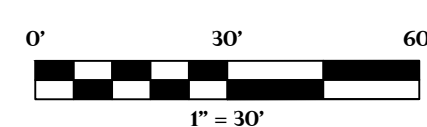
(5'-6' DIAMETER) QTY: 4

1. CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
2. NOTIFY THE LOCAL MUNICIPALITY AT LEAST 2 WORKING DAYS PRIOR TO THE START OF SOIL DISTURBING ACTIVITIES.
3. INSTALL ALL TEMPORARY EROSION CONTROL ELEMENTS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
4. ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAXIMUM EXISTING VEGETATION SHALL BE MAINTAINED.
5. CRUSHED ROCK DRIVES FOR SEDIMENT TRACKING UTILIZING 3" CRUSHED ROCK SHALL BE MAINTAINED AT ALL CONSTRUCTION ENTRANCES TO THE SITE. THE ROCK DRIVE SHALL BE A MINIMUM OF 12" THICK AND BE A MINIMUM OF 50 FEET IN LENGTH BY THE WIDTH OF THE DRIVEWAY.
6. OFFSITE SEDIMENT DEPOSITS RESULTING FROM STORMWATER RUNOFF SHALL BE CLEANED BY THE END OF THE NEXT WORKDAY. OFFSITE SEDIMENT DEPOSITS RESULTING FROM CONTRACTOR ACTIVITIES, INCLUDING SOIL TRACKING, SHALL BE CLEANED EACH WORKDAY. EXCESSIVE AMOUNTS OF SEDIMENT OR DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED IMMEDIATELY. FILL IMMEDIATELY TO PREVENT TRACKING OF SOIL ON ADJACENT STREETS SHALL SWEPT MECHANICALLY OR MANUALLY AT LEAST WEEKLY BEFORE IMMINENT RAINFALL.
7. DISTURBED GROUND OUTSIDE OF THE EVERYDAY CONSTRUCTION AREAS, INCLUDING SOIL STOCKPILES, THAT ARE LEFT INACTIVE FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY STABILIZED BY SEEDING/MULCHING OR OTHER APPROVED MEASURES.
8. WASTE MATERIAL THAT IS GENERATED ON THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO RUN INTO RECEIVING WATERS.
9. EROSION CONTROL DEVICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE END OF EACH WORK DAY.
10. INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND AFTER ANY RAINFALL OF 0.5" OR MORE. MAKE NEEDED REPAIRS AND DOCUMENT ALL ACTIVITIES AS PER THE REQUIREMENTS OF THE NOTICE OF INTENT SUBMITTED BY THE PROJECT CITY ENGINEER.
11. ALL TEMPORARY EROSION CONTROL ELEMENTS SHALL REMAIN IN PLACE UNTIL A SUFFICIENT GROWTH OF VEGETATION IS ESTABLISHED AND THEN BE REMOVED AS PART OF THE BASE BID.
12. IF SEDIMENT LADEN WATER NEEDS TO BE REMOVED FROM THE SITE, FILTER BAGS OR SCREENING SHALL BE USED IN ACCORDANCE WITH WI DNR TECHNICAL STANDARD 1061 TO PREVENT SEDIMENT DISCHARGE TO THE MAXIMUM EXTENT PRACTICABLE.
13. COORDINATE ALL EARTHWORK ACTIVITIES WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUNTS AND SIGNAGE).
14. INSTALL CURB AND ALL CURB/UTILITY STRUCTURES TO PREVENT WASHOUTS AND EROSION.
15. INSTALL WISDOT TYPE HR FILTER FABRIC BENEATH ALL RIP RAP.
16. IF BARE SOIL IS EXPOSED DURING THE WINTER MONTHS, STABILIZATION BY MULCHING OR ANIONIC POLYACRYLAMIDE SHALL OCCUR PRIOR TO SNOWFALL OR GROUND FREEZE.
17. ALL SOIL SHALL BE INSTALLED AROUND THE DISPOSAL STOCKPILE.
18. SILT FENCE SHALL BE INSTALLED AROUND THE BIO-INfiltrATION AREA IMMEDIATELY FOLLOWING INSTALLATION OF THE ENGINEERED SOIL TO PROTECT IT FROM SILT CONTAMINATION.
19. TREE/SHRUB REMOVAL SHALL BE COMPLETED PRIOR TO ANY BIO-INfiltrATION AREAS UNTIL THE SURROUNDING DRAINAGE AREA HAS BEEN FULLY STABILIZED. ALL CONSTRUCTION SITE SEDIMENT SHALL BE REMOVED FROM THE SUBGRADE OF THE BIO-INfiltrATION AREA PRIOR TO PLACEMENT OF THE ENGINEERED SOIL.
20. THE CONTRACTOR SHALL PERFORM INSPECTIONS AND MONITORING OF EROSION CONTROL PRACTICES IN ACCORDANCE WITH THE WI DNR "CONSTRUCTION SITE INSPECTION REPORT" FORM 3400-187. THIS FORM CAN BE FOUND IN THE CONSTRUCTION SPECIFICATIONS.

EXISTING CONTOUR	— — — — 888 — — — —	
PROPOSED CONTOUR	————— 888 —————	
PROPOSED SILT FENCE	— [] — [] —	2 C601
PROPOSED INLET PROTECTION	◆	3 C601
ROCK CONSTRUCTION ENTRANCE	[Patterned Box]	4 C601
CONCRETE WASHOUT AREA	[Hatched Box]	5 C601
EROSION CONTROL BLANKET	[Cross-hatched Box]	8 C601

BENCHMARK #1
BENCHMARK INFO FROM SURVEY

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT RECORDS. THE LOCATION, SIZE, AND TYPE OF UNDERGROUND UTILITIES, IN GENERAL, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. THE INFORMATION SHOWN HEREON IS NOT GUARANTEED TO BE CORRECT. HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY INDICATIVE OF THE GENERAL LOCATION OF THE UTILITIES. UTILITIES NOT DISCOVERED OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD VERIFICATION, MAY BE PRESENT. THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UTILITIES. UTILITIES NOT SHOWN ON THIS PLAN MAY BE IN THE UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKERS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINTS OF INTEREST ARE SHOWN FOR INFORMATION. THE INFORMATION IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, IS NOT GUARANTEED TO BE CORRECT. THE INFORMATION SHOWN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.



DESIGN DEVELOPMENT

1. CONTACT DIGGER'S HOTLINE WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
2. 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO PLANTING.
3. SEED/FERTILIZE/CRIMP HAY MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION, EXCEPT AREAS NOTED ON THIS PROJECT'S DOCUMENT TO BE PLANTED.
4. ALL PLANT MATERIALS USED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE SIZES GIVEN.
5. ALL TREES SHALL BE STAKED WITH A MINIMUM OF THREE STAKES.
6. ALL TREES IN THE TURF AREA SHALL HAVE A 5' DIAMETER CIRCLE OF 4" DEPTH SHREPPED HARDWOOD BARK MULCH.
7. EDG-KING LANDSCAPE EDGING OR EQUAL SHALL BE PLACED AROUND ALL LANDSCAPE BEDS.
8. 3" DEPTH OF 3/4" DIAMETER DECORATIVE LANDSCAPE STONE SHALL BE PLACED IN ALL SHRUB PLANTING BEDS. COLOR TO BE SELECTED BY OWNER.
9. FILTER FABRIC SHALL BE PLACED BENEATH ALL LANDSCAPE STONE.
10. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE) CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE INSTALLATION OF SAID UTILITIES.

TREES SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AF	ACEK X FREEMAN 'JETTIFEDER' AUTUMN BLAZE	FREEMAN MAPLE	B&B	2.5' GAL	40-50T x 30-40W
AM	ALEXANDER X GRONOLFA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	B&B (SINGLE TRUNK)	2.5' GAL	25T x 25W
GB	GOUD BLOOM 'PRINCESTON SENITY'	WAGENERIA TREE	B&B	2.5' GAL	40-50T x 30W
GT	GLEDITSIA TRACANTONIS 'NINGS 'SYCOLE'	SKYLINE THORNLESS HONEYLOCUST	B&B	2.5' GAL	35-45T x 25-35W
SHRUBS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
BX	BUNUS 'GREEN EX'	GREEN GEM BOXWOOD	5 GAL	3'-4T x 3'-4W	21
CS	CORALUS STOLONIFERA 'TAYNORW'	ARCTIC FIRE RED TWO DOORWOOD	5 GAL	3-4T x 3W	21
DI	DERMILLA IONICERA	DWARF BUSH HONEYSUCKLE	5 GAL	3T x 3W	26
HP	HYDRANGEA PANCULATA 'BOBO'	BOBO PINKLE HYDRANGEA	24"	2.5-3T x 3-4W	8
JP	JUNIPERUS X PITZERIANA 'KALLAS'S'	KALLA'S COMPACT PITZER JUNIPER	24"	2-3T x 4-6W	22
JF	JUNIPERUS VIRGINIANA 'GREY OIL'	GREY OIL JUNIPER	5 GAL	3'-4T x 4'-6W	26
MB	MICROBIOTA DECAIDUA 'CHAMPAGNE'	CHAMPAGNE BLUE DWARF SIBERIAN SPRUCE	5 GAL	2-3T x 3W	26
PV	POTENTILLA FRUTICOSA 'GOLD STAR'	GOLD STAR POTENTILLA	24"	2T x 3W	36
PR	PRUNUS ARABICA 'SINGAPORE LANE'	LOW GROW PRUNUS	24"	2-3T x 6W	33
SI	SPINARIA JAPONICA 'SANGHVI'	DOUBLE FLAW RED SPREA	24"	2-3T x 3W	10
TH	THAUA OCCIDENTALIS 'TECHNY'	THAUA OCCIDENTALIS	MIN. 3' HT.	10-15T x 8-10W	10
ORNAMENTAL GRASS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
CA	CALLAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FOERSTER'S FEATHER REED GRASS	#2 POT	4'-6T x 2W	18
SH	SPOONBUSH HETEROLEPIDIS	PRARIE DROPSIED	#2 POT	4'-6T x 2-3W	60
PERENNIALS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AT	ASCLIPYAS TUBEROSA	ORANGE BUTTERFLY MONARDA	1 GAL	24T x 2W	15
EP	ERINANDREA PURPUREA 'FATAL ATTRACTION'	FATAL ATTRACTION CUCKERFLOWER	1 GAL	24T x 2W	9
HL	HOSTA 'DAMOND LAKE'	DAMOND LAKE HOSTA	1 GAL	2T x 4W	29
NF	NEPETA FAUSSENI 'CAT'S MEOW'	CAT'S MEOW CATMINT	1 GAL	20T x 3W	16

1. LANDSCAPE EDGING - SEE GENERAL NOTES

STONE MULCH. SEE LANDSCAPE NOTES

LANDSCAPE BOULDERS ← (9)
C600

(3'-4' DIAMETER) QTY: 3 0

(5'-6' DIAMETER) QTY: 4 0

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

[illegible]

GENERAL NOTES:

1. CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
2. NOTIFY THE LOCAL MUNICIPALITY AT LEAST 2 WORKING DAYS PRIOR TO THE START OF SOIL DISTURBING ACTIVITIES.
3. INSTALL ALL TEMPORARY EROSION CONTROL ELEMENTS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
4. ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING VEGETATION AS LONG AS POSSIBLE.
5. CRUSHED ROCK DRIVES FOR SEDIMENT TRACKING UTILIZING 3" CRUSHED ROCK SHALL BE MAINTAINED AT ALL CONSTRUCTION ENTRANCES TO THE SITE. THE ROCK DRIVE SHALL BE A MINIMUM OF 12" THICK AND BE A MINIMUM OF 50 FEET IN LENGTH BY THE WIDTH OF THE DRIVEWAY.
6. OFFSITE SEDIMENT DEPOSITS RESULTING FROM STORMWATER RUNOFF SHALL BE CLEANED BY THE END OF THE NEXT WORKDAY. OFFSITE SEDIMENT DEPOSITS RESULTING FROM CONTRACTOR ACTIVITIES, INCLUDING SOIL TRACKING, SHALL BE CLEANED EACH WORKDAY. EXCESSIVE AMOUNTS OF SEDIMENT OR DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED IMMEDIATELY. FINE SEDIMENT ACCUMULATIONS ON ADJACENT STREETS SHALL BE SWEEP MECHANICALLY OR MANUALLY AT LEAST WEEKLY AND BEFORE IMMINENT RAINFALL.
7. DISTURBED GROUND OUTSIDE OF THE EVERYDAY CONSTRUCTION AREAS, INCLUDING SOIL STOCKPILES, THAT ARE LEFT INACTIVE FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY STABILIZED BY SEEDING/MULCHING OR OTHER APPROVED METHODS.
8. WASTE MATERIAL THAT IS GENERATED ON THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO RUN INTO RECEIVING WATERS.
9. EROSION CONTROL DEVICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE END OF EACH WORK DAY.
10. INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND AFTER ANY RAINFALL OF 0.5" OR MORE. MAKE NEEDED REPAIRS AND DOCUMENT ALL ACTIVITIES AS PER THE REQUIREMENTS OF THE NOTICE OF INTENT SUBMITTED BY THE PROJECT CIVIL ENGINEER.
11. ALL TEMPORARY EROSION CONTROL ELEMENTS SHALL REMAIN IN PLACE UNTIL A SUFFICIENT GROWTH OF VEGETATION IS ESTABLISHED AND THEN BE REMOVED AS PART OF THE BASE BID.
12. IF SEDIMENT LADEN WATER NEEDS TO BE REMOVED FROM THE SITE, FILTER BAGS OR SCREENING SHALL BE USED IN ACCORDANCE WITH WI DNR TECHNICAL STANDARD 1061 TO PREVENT SEDIMENT DISCHARGE TO THE MAXIMUM EXTENT PRACTICABLE.
13. COORDINATE ALL EARTHWORK ACTIVITIES WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE).
14. PROVIDE RIP RAP AT ALL CULVERT OUTFLOW ENDWALL STRUCTURES TO PREVENT WASHOUT AND EROSION.
15. INSTALL WisDOT TYPE HR FILTER FABRIC BENEATH ALL RIP RAP.
16. IF BARE SOIL IS EXPOSED DURING THE WINTER MONTHS, STABILIZATION BY MULCHING OR ANIONIC POLYACRYLAMIDE SHALL OCCUR PRIOR TO SNOWFALL OR GROUND FREEZE.
17. SILT FENCE SHALL BE INSTALLED AROUND THE TOPSOIL STOCKPILE.
18. SILT FENCE SHALL BE INSTALLED AROUND THE BIO-INFILTRATION AREA IMMEDIATELY FOLLOWING INSTALLATION OF THE ENGINEERED SOIL TO PROTECT IT FROM SILT CONTAMINATION.
19. THE ENGINEERED SOIL SHALL NOT BE PLACED IN THE BIO-INFILTRATION AREAS UNTIL THE SURROUNDING DRAINAGE AREA HAS BEEN FULLY STABILIZED. ALL CONSTRUCTION SITE SEDIMENT SHALL BE REMOVED FROM THE SUBGRADE OF THE BIO-INFILTRATION AREA PRIOR TO PLACEMENT OF THE ENGINEERED SOIL.
20. THE CONTRACTOR SHALL PERFORM INSPECTIONS AND MONITORING OF EROSION CONTROL PRACTICES IN ACCORDANCE WITH THE WI DNR "CONSTRUCTION SITE INSPECTION REPORT" FORM 3400-187. THIS FORM CAN BE FOUND IN THE CONSTRUCTION SPECIFICATIONS.

EROSION CONTROL LEGEND:

EXISTING CONTOUR	--- 888 ---
PROPOSED CONTOUR	--- 888 ---
PROPOSED SILT FENCE	--- 2 --- C601
PROPOSED INLET PROTECTION	--- 3 --- C601
ROCK CONSTRUCTION ENTRANCE	--- 4 --- C601
CONCRETE WASHOUT AREA	--- 5 --- C601
EROSION CONTROL BLANKET	--- 8 --- C601

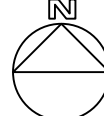
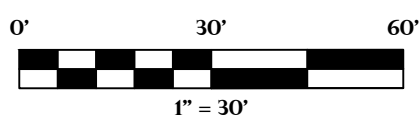
BENCHMARK:

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

BENCHMARK #1
BENCHMARK INFO FROM SURVEY

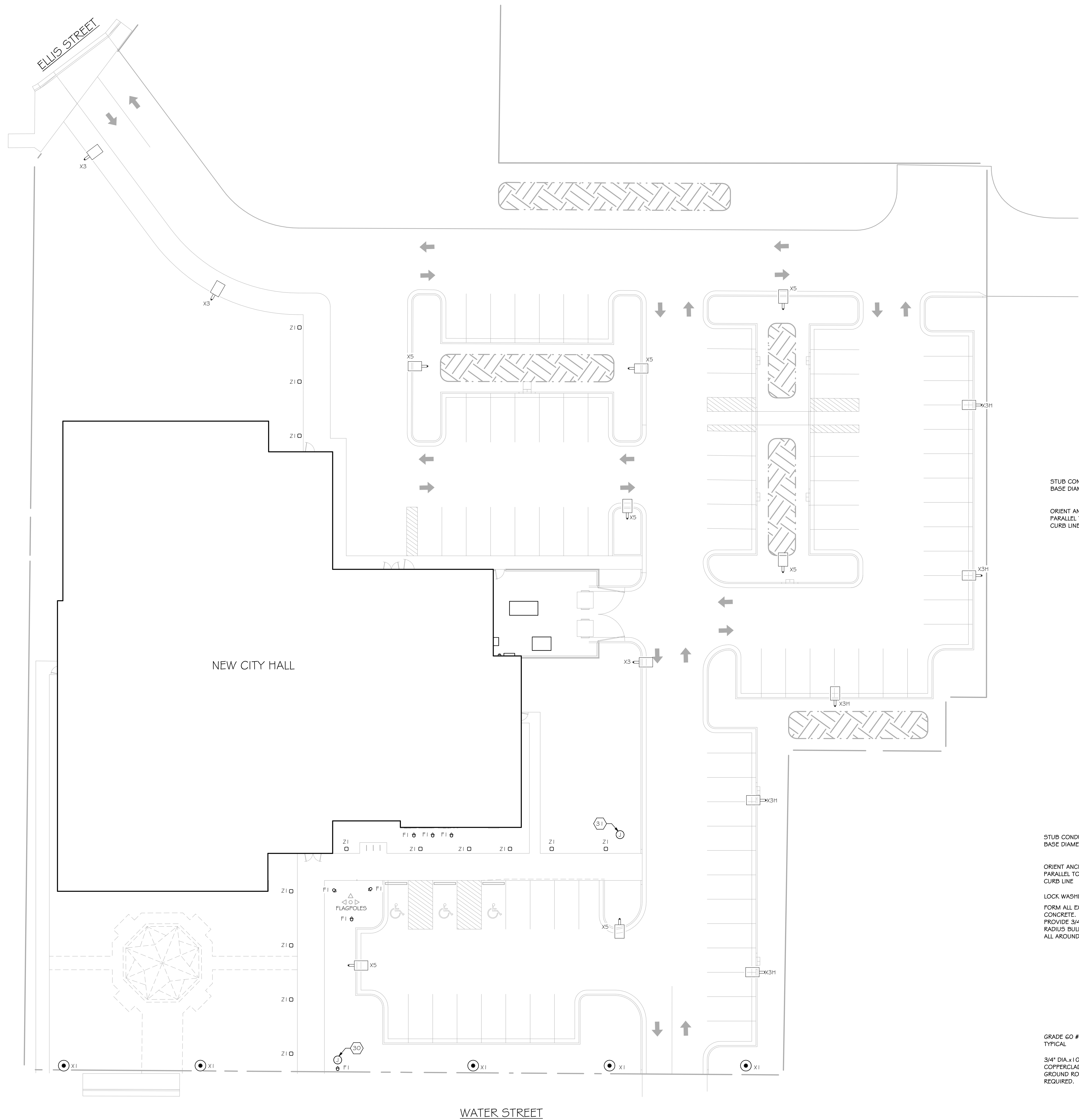
UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.



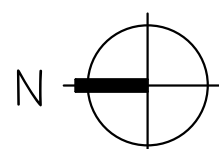
EROSION CONTROL PLAN - ALTERNATE BID

DESIGN DEVELOPMENT



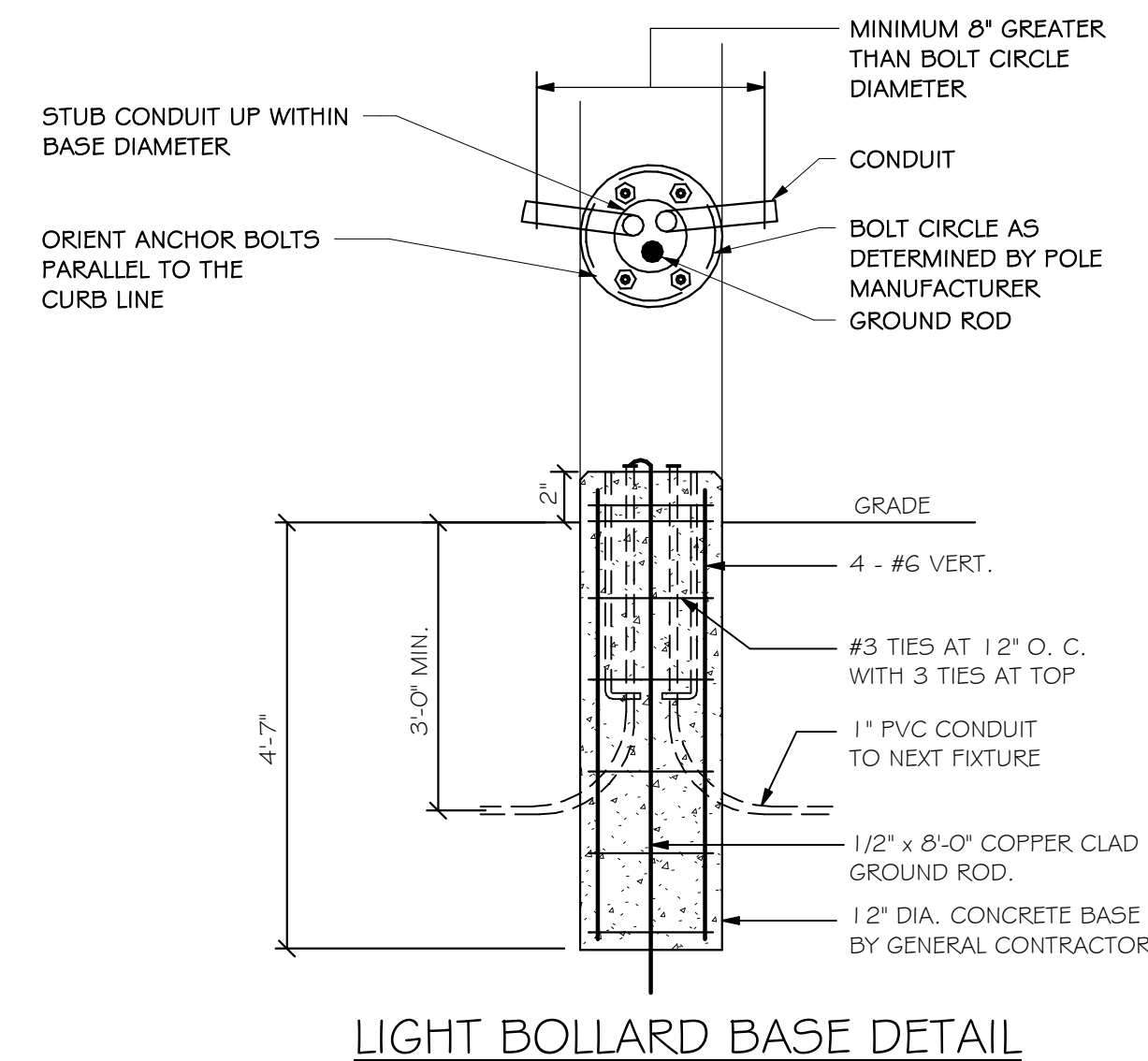
1
E104

ELECTRICAL - LIGHTING
SITE PLAN - BASE BID
SCALE: 1/16" = 1'-0"



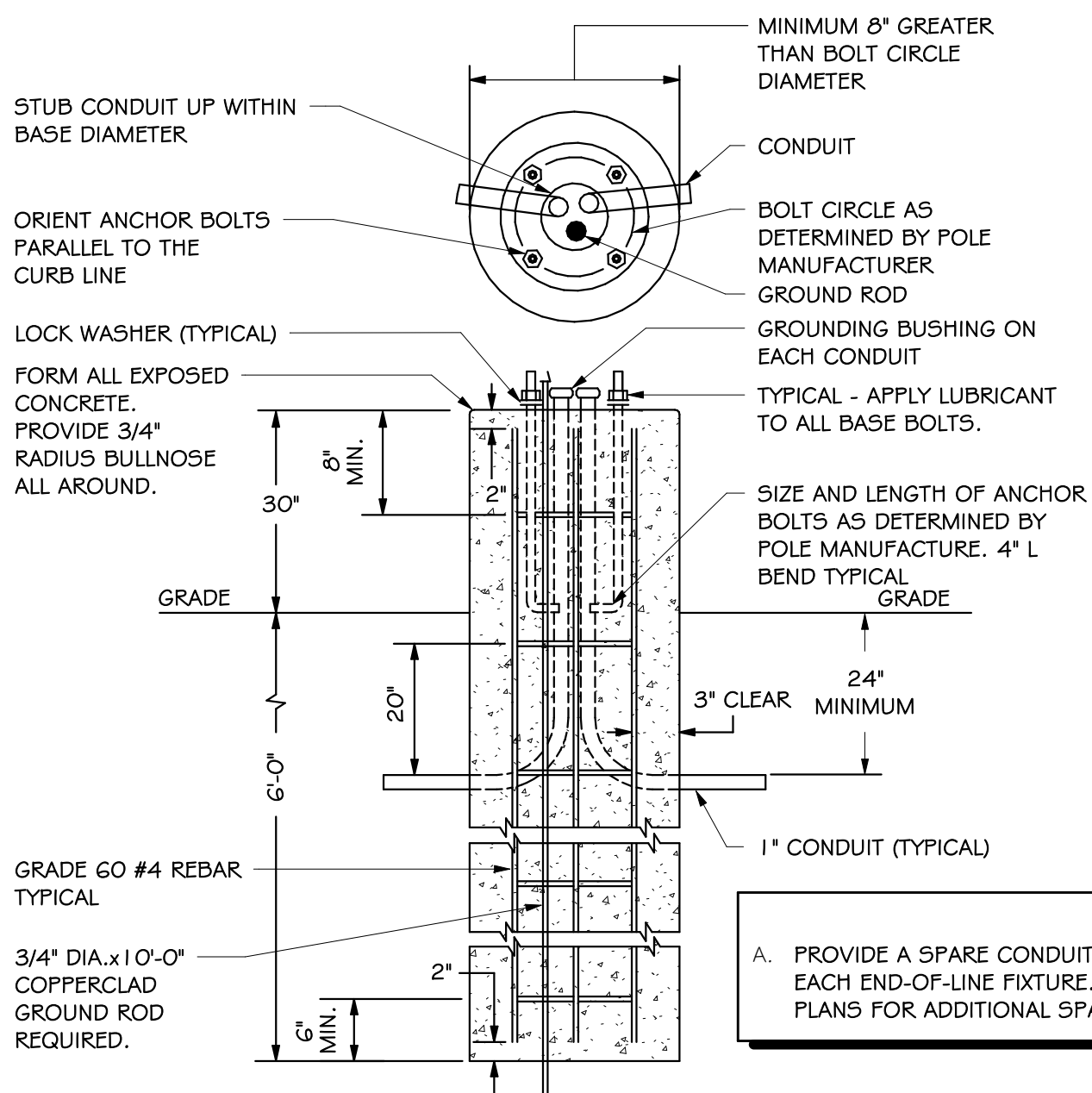
PLAN NOTES: (X)

- 30 PROVIDE POWER FOR MONUMENTAL SIGN.
31 PROVIDE CONDUIT STUB FOR FUTURE PUBLIC ART DISPLAY LIGHT.



3
E104

NO SCALE



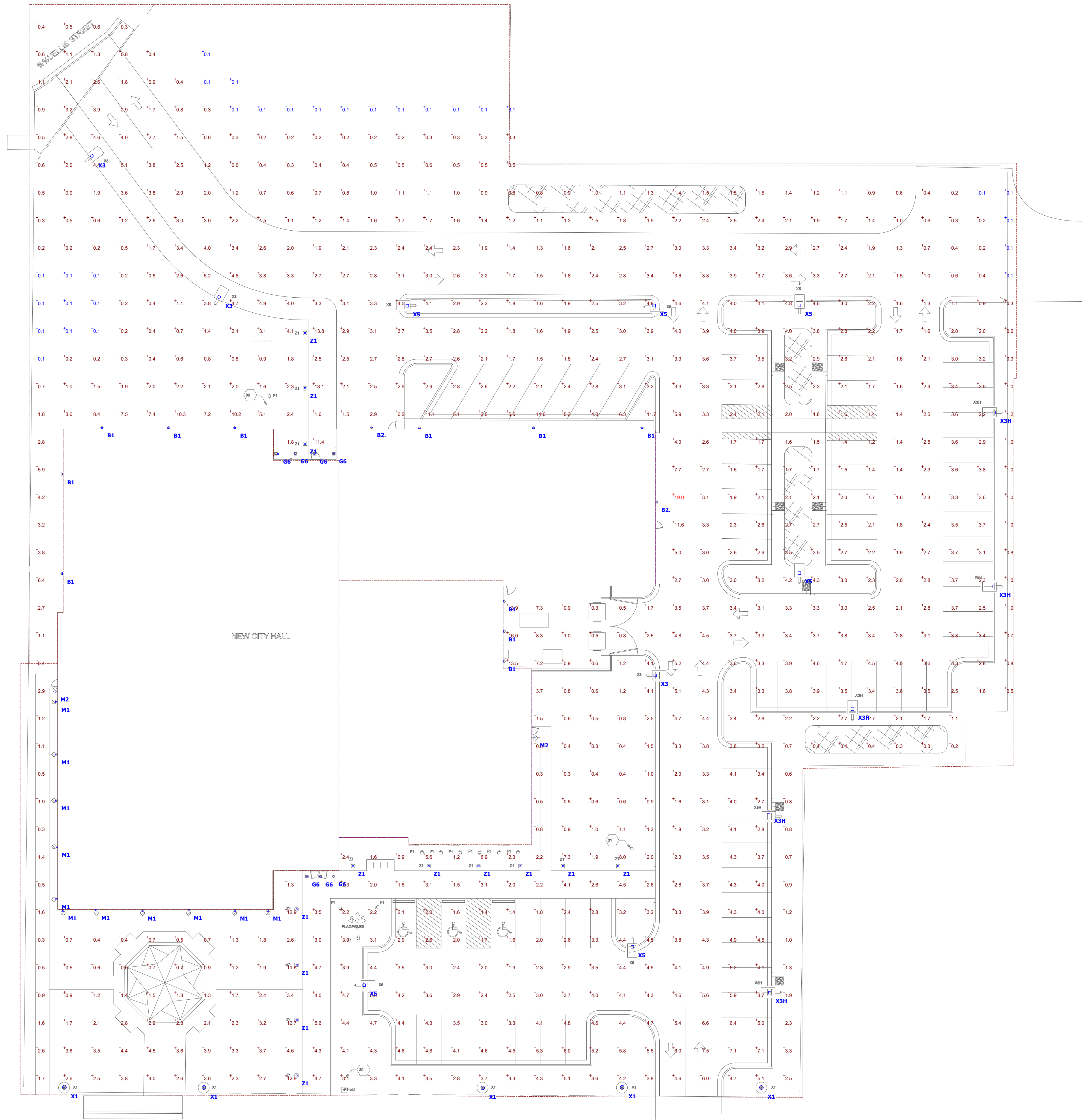
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NO SCALE

Revision	Description	Date



1/26/2026 3:26:45 PM



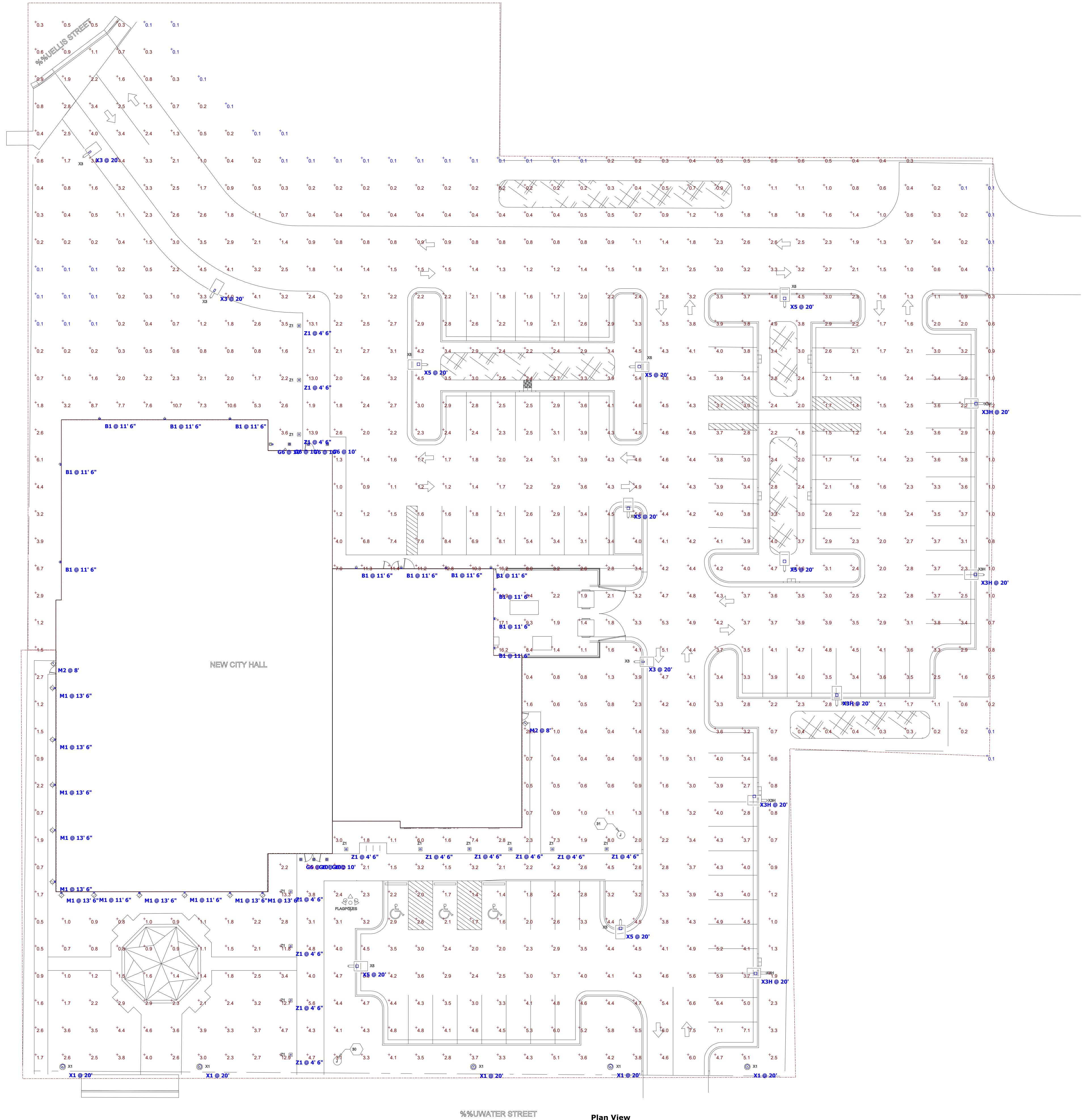
Plan View
Scale - 1" = 20ft

Schedule					
Label	Manufacturer	Description	LLF	Input Power	
M1		6x18 up down cylinder - VR15, 4000K, 90CRI 25 degree	0.9	22.2	
M2	Cree Lighting, Lighting Module	2000lm Puck With Flat Diffuse Plastic Lens	0.9	24.4	
B1	COOPER LIGHTING SOLUTIONS - McGraw-Edison	GEKKO WALL PACK 4000LM PACKAGE 70CRI 4000K FIXTURE w/ TYPE III DISTRIBUTION OPTIC	0.9	26.5	
G6	PRESCOLITE	6" LiteFrame Round Shallow Downlight, 2000 lumens, 4000K, 80+CRI, Medium, Specular Clear	0.9	16.43	
Z1	WILLIAMS OUTDOOR	LED 83Sct	0.9	27.1	
X1	Spring City Electrical Manufacturing Co	Cast aluminum housing, frosted glass lens enclosure with a lumium top	0.9	120	
X3	COOPER LIGHTING SOLUTIONS - McGraw-Edison (FORMERLY EATON)	GALLEON AREA AND ROADWAY LUMINAIRE (3) 90 CRI, 4000K, 615mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS	1	93	
X3H	COOPER LIGHTING SOLUTIONS - McGraw-Edison (FORMERLY EATON)	GALLEON AREA AND ROADWAY LUMINAIRE (3) 90 CRI, 4000K, 615mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS WITH HOUSE SIDE SHIELD	0.9	93	
X5	COOPER LIGHTING SOLUTIONS - McGraw-Edison (FORMERLY EATON)	GALLEON AREA AND ROADWAY LUMINAIRE (3) 90 CRI, 4000K, 1200mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE V WIDE OPTICS	1	184	

Note
1. ALL PARKING AREA FIXTURES (EXCLUDING TYPE X1) TO BE PROVIDED WITH INTEGRAL OCCUPANCY SENSOR AND 30% DIMMING CONTROL.

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	2.6 fc	19.0 fc	0.1 fc	190.0:1	26.0:1

Designer
Date
01/26/2026
Scale
Not to Scale
Drawing No.
Summary

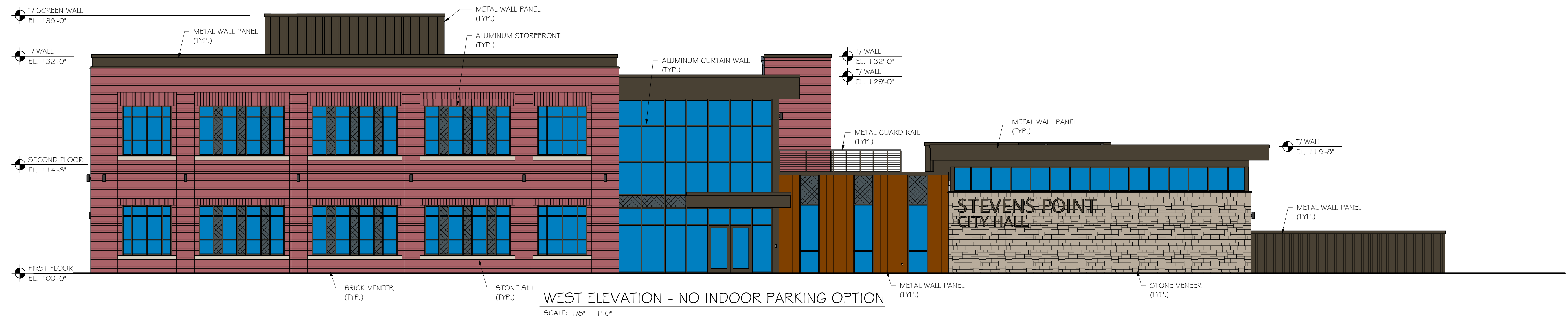


Schedule				
Label	Manufacturer	Description	LLF	Input Power
M1		6x18 up, down cylinder - V&L, 4000K, 90CRI 25 degree	0.9	22.2
M2	One Lighting, Lighting Module		0.9	24.4
B1	COOPER LIGHTING SOLUTIONS - McGraw-Hill	GEVO WALL PACK 4000K PACKAGE PICH 4000K FIXTURE w/ TYPE III DISTRIBUTION OPTIC	0.9	26.5
G6	PRESCOLITE	6" Lifeframe Round Shallow Downlight, 2000 lumens, 4000K, 80+ CRI, Medium, Specular Clear	0.9	16.43
Z1	WILLIAMS OUTDOOR	Cast aluminum housing, frosted glass lens enclosure with a luminaire top	0.9	27.1
X1	Spring City Electrical Manufacturing Co.		0.9	120
X3	COOPER LIGHTING SOLUTIONS - McGraw-Hill	GALLON AREA AND ROADWAY LUMINAIRE (3) 36 CUL 4000K, 4500A LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS	0.9	63
X3H	COOPER LIGHTING SOLUTIONS - McGraw-Hill	GALLON AREA AND ROADWAY LUMINAIRE (3) 36 CUL 4000K, 4500A LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS WITH HOUSE SIDE SHIELD	0.9	93
X5	COOPER LIGHTING SOLUTIONS - McGraw-Hill	GALLON AREA AND ROADWAY LUMINAIRE (3) 36 CUL 4000K, 4500A LIGHTSQUARES WITH 16 LEDS EACH AND TYPE V WIDE OPTICS	1	184

Note
1. ALL PARKING AREA FIXTURES (EXCLUDING TYPE X1) TO BE PROVIDED WITH INTEGRAL OCCUPANCY SENSOR AND 30% DIMMING CONTROL.

Statistics						
Description	Symbol	Avg	Max	Min	Avg/Min	Max/Min
Calc Zone #1	+	2.7 fc	39.0 fc	0.1 fc	27.0:1	390.0:1

Designer
Date
01/26/2026
Scale
Not to Scale
Drawing No.
Summary



HISTORIC IMAGE



HISTORIC IMAGE





NORTHWEST PERSPECTIVE



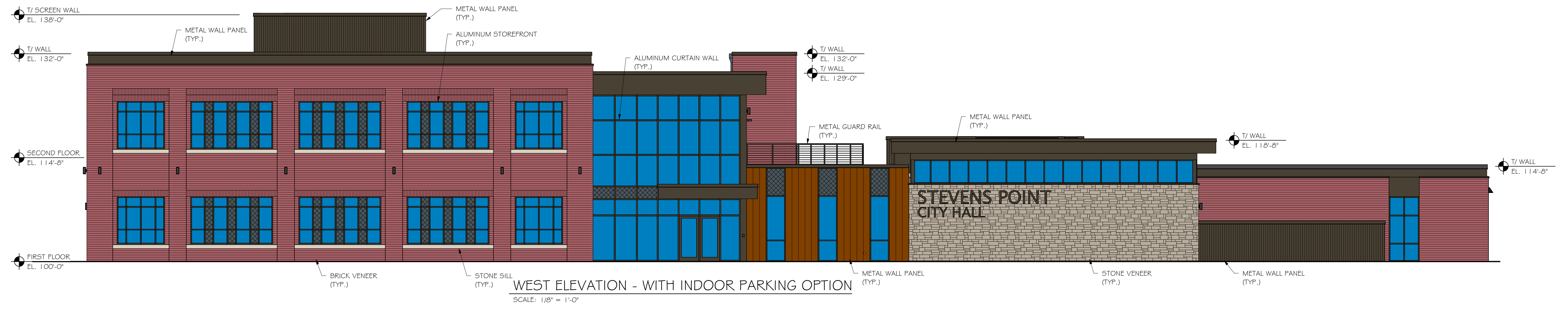
SOUTHWEST PERSPECTIVE



NORTHEAST PERSPECTIVE

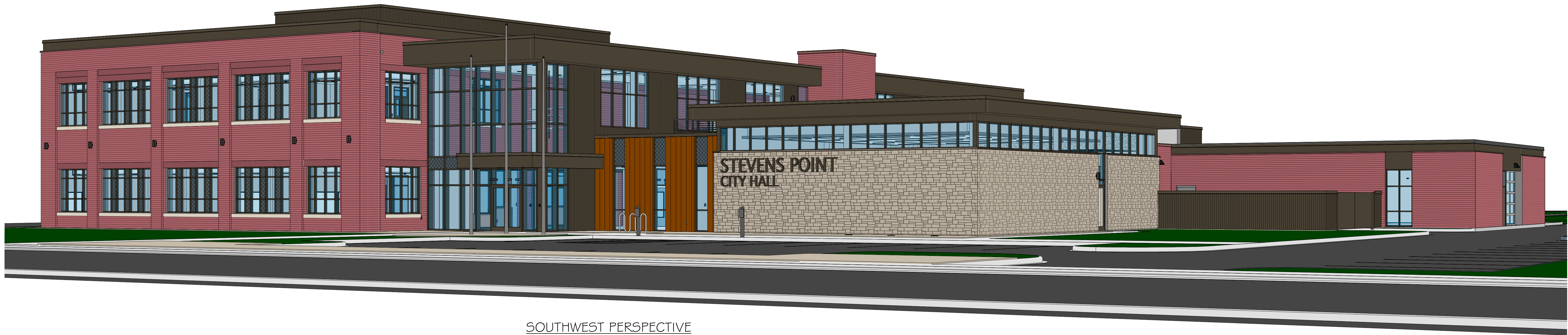


SOUTHEAST PERSPECTIVE





NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE



NORTHEAST PERSPECTIVE



SOUTHEAST PERSPECTIVE



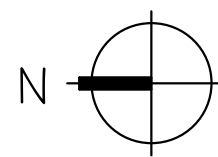
- CITY ATTORNEY
- CITY VEHICLE PARKING
- CLERK
- COMMUNITY AND ECONOMIC DEVELOPMENT
- CORRIDOR
- FIRE DEPT.
- IT DEPT.
- MAYOR'S OFFICE
- MECHANICAL
- MUNICIPAL COURT
- PERSONNEL / HR
- POLICE DEPT.
- PUBLIC WORKS
- SHARED STAFF AREAS
- TOILET ROOM
- TREASURY

FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

FIRST FLOOR	23,100 SF
GARAGE	6,371 SF
SECOND FLOOR	8,866 SF
TOTAL:	38,337 SF



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR	23,100 SF
GARAGE	6,371 SF
SECOND FLOOR	8,866 SF
TOTAL:	38,337 SF











920022

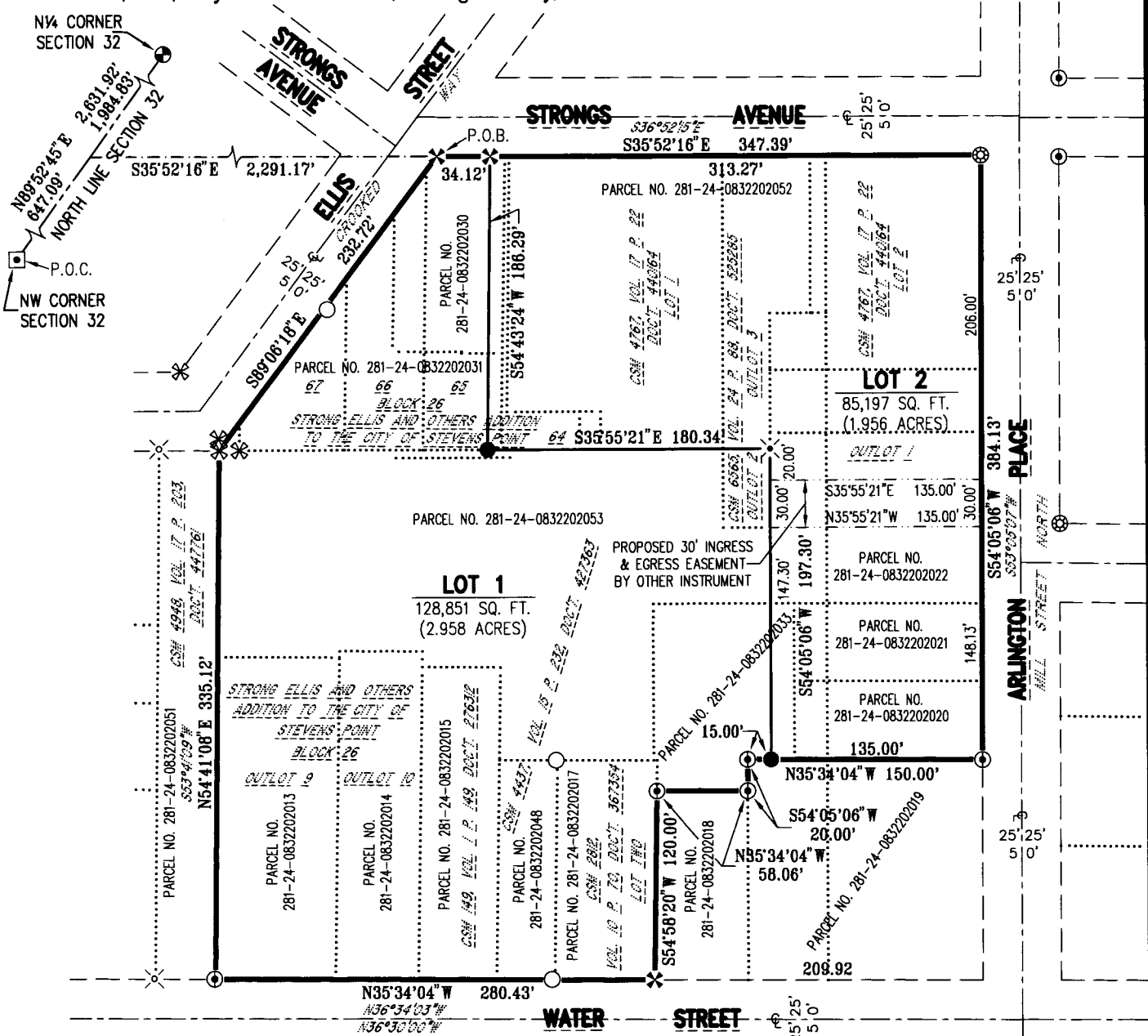
CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
01/21/2026 10:35 AM

CSM: 012080

PORTAGE COUNTY CERTIFIED SURVEY MAP NO. _____
FOR
City of Stevens Point

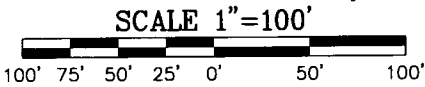
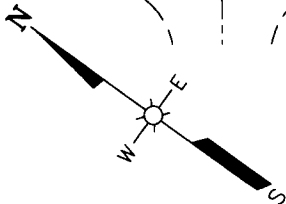
Part of Outlots 9, 11 and 12, All of Outlot 10 and Lots 59, 60, 61, 62, 63, 64, 65, 66 and 67 All in Block 26, Strong, Ellis and Others Addition to the City of Stevens Point as recorded in Volume "B" of Deeds on Pages 312-313, All of CSM 149 as recorded in Volume 1 on Page 149 as Document No. 276312, All of Lot Two, CSM 2812 as recorded in Volume 10 on Page 70 as Document No. 367354, All of CSM 4437 as recorded in Volume 15 on Page 232 as Document No. 427362, All of CSM 4767 as recorded in Volume 17 on Page 22 as Document No. 440164 and All of CSM 6565 as recorded in Volume 24 on Page 88 as Document No. 525285 All in the Government Lot 2, Section 32, T24N, R8E, City of Stevens Point, Portage County, Wisconsin

REC FEE: 30.00
TRANSFER FEE:
PAGES: 5
FEE EXEMPT:



LEGEND:

- ⊕ HARRISON CAST IRON MONUMENT FOUND
- 4"x4" CONCRETE MONUMENT FOUND
- 3/4"x24" REBAR SET-1.502 LB/FT.
- ⊙ 3/4" ROD FOUND
- 1" O.D. PIPE FOUND
- 2" O.D. PIPE FOUND
- ✕ CROSS CUT SET
- ✕ CROSS CUT FOUND
- ✕ P.K. NAIL SET
- ✕ P.K. NAIL FOUND
- ⊙ DRILL HOLE FOUND
- PREVIOUSLY RECORDED AS (000)
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



BASIS FOR BEARINGS:
THE NORTH LINE OF THE WEST 1/2
OF SECTION 32, T24N, R8E,
ASSUMED TO BEAR N89°52'45"E.

OWNER:

PORTAGE COUNTY
1516 CHURCH STREET
STEVENS POINT, 54481

This map does not transfer property ownership.
Sale or transfer of property requires a deed.

Dwg. No. 10077-C-1-A
Project No. 25-097
Drawn By: Pat Pazurek
Date: October 10, 2025
Sheet 1 of 5 Sheets



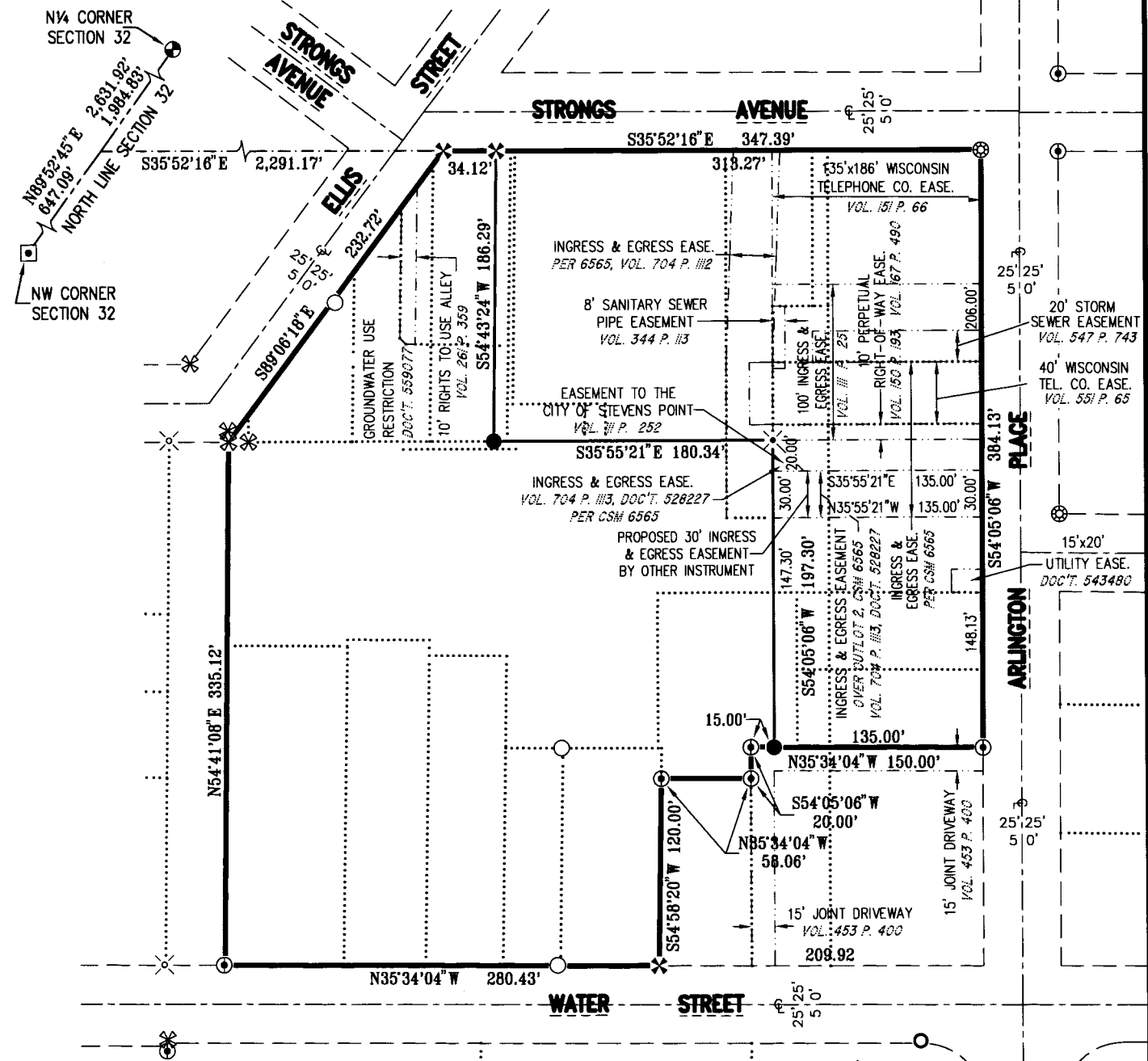
ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
10968 State Hwy. 54 East • Wisconsin Rapids, WI 54494-8718
715-424-3131 • FAX 715-423-8774

PORTAGE COUNTY CERTIFIED SURVEY MAP NO. _____

FOR

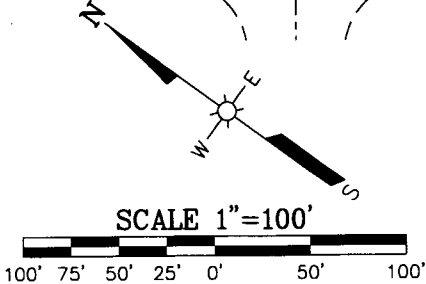
City of Stevens Point

Part of Outlots 9, 11 and 12, All of Outlot 10 and Lots 59, 60, 61, 62, 63, 64, 65, 66 and 67 All in Block 26, Strong, Ellis and Others Addition to the City of Stevens Point as recorded in Volume "B" of Deeds on Pages 312-313, All of CSM 149 as recorded in Volume 1 on Page 149 as Document No. 276312, All of Lot Two, CSM 2812 as recorded in Volume 10 on Page 70 as Document No. 367354, All of CSM 4437 as recorded in Volume 15 on Page 232 as Document No. 427362, All of CSM 4767 as recorded in Volume 17 on Page 22 as Document No. 440164 and All of CSM 6565 as recorded in Volume 24 on Page 88 as Document No. 525285 All in the Government Lot 2, Section 32, T24N, R8E, City of Stevens Point, Portage County, Wisconsin



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Dwg. No. 10077-C-2-A
Project No. 25-097
Drawn By: Pat Pazurek
Date: October 10, 2025
Sheet 2 of 5 Sheets



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LAMPERT-LEE & ASSOCIATES

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715-424-3131 • FAX 715-423-8774

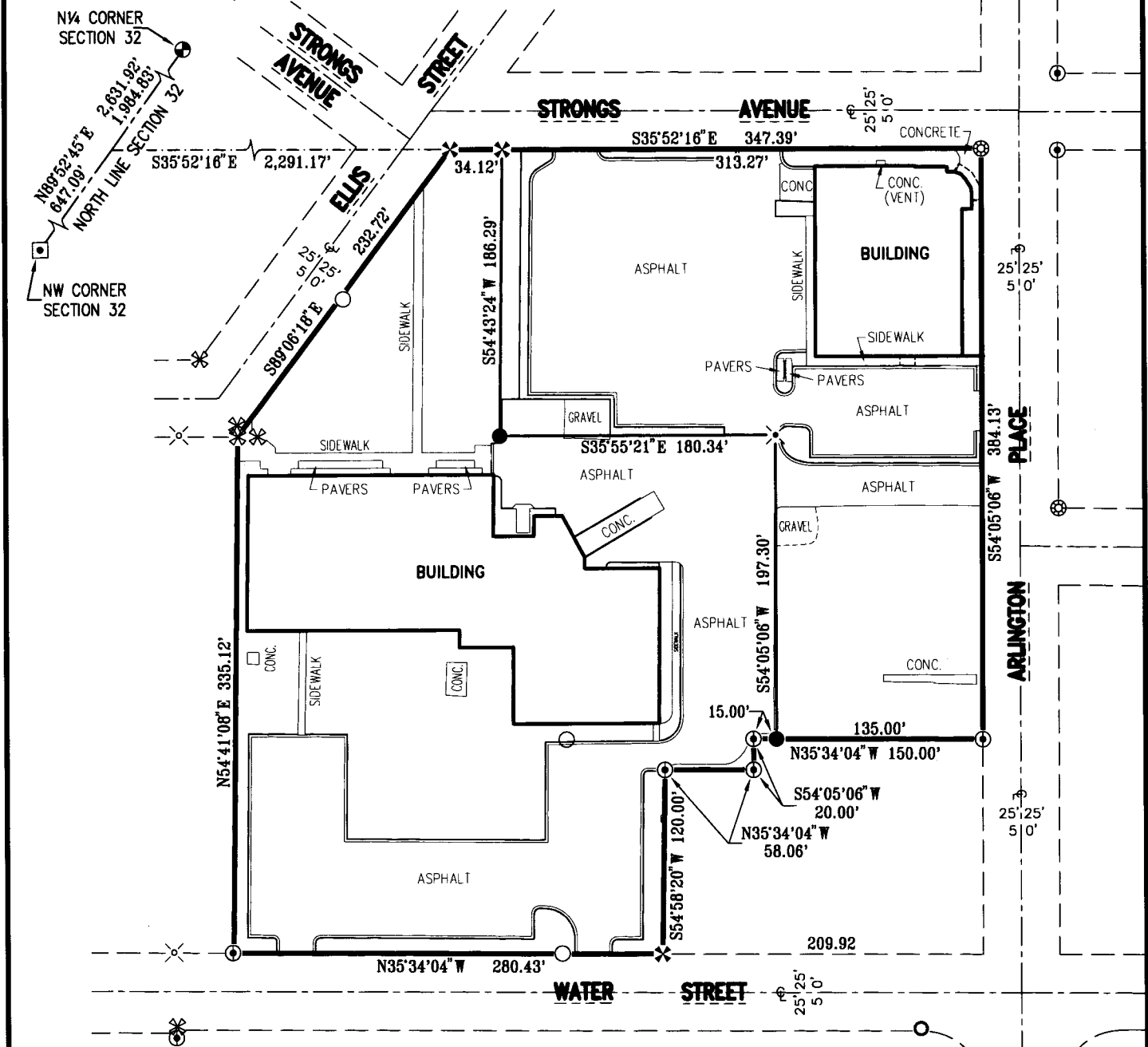
This map does not transfer property ownership.
Sale or transfer of property requires a deed.

PORTAGE COUNTY CERTIFIED SURVEY MAP NO. _____

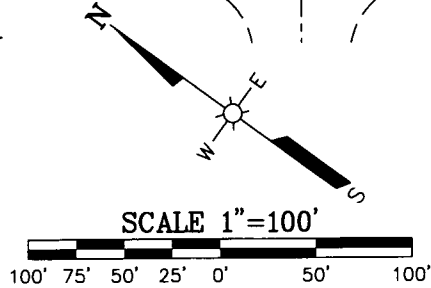
FOR

City of Stevens Point

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- LEGEND:
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 - CROSS CUT SET
 - CROSS CUT FOUND
 - P.K. NAIL SET
 - P.K. NAIL FOUND
 - DRILL HOLE FOUND
 - PREVIOUSLY RECORDED AS (000)
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING



Dwg. No. 10077-C-3-A

Project No. 25-097

Drawn By: Pat Pazurek

Date: October 10, 2025

Sheet 3 of 5 Sheets



ESP GROUP, INC.

LAMPERT-LEE & ASSOCIATES

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PORTAGE COUNTY CERTIFIED SURVEY MAP NO. _____

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STATE OF WISCONSIN)
PORTAGE COUNTY)^{SS}

I, Thomas J. Trzinski, Professional Land Surveyor, hereby certify:
That I have surveyed and mapped the property described and represented on this certified survey map.
That I have made such survey and map by the direction of the City of Stevens Point.
The fieldwork was completed in September of 2025.

That such survey and map is a correct representation of the exterior boundaries of the land surveyed, described as:
Part of Outlots 9, 11 and 12, All of Outlot 10 and Lots 59, 60, 61, 62, 63, 64, 65, 66 and 67, All in Block 26, Strong, Ellis and Others Addition to the City of Stevens Point as recorded in Volume “B” of Deeds on Pages 312 – 313, All of CSM 149 as recorded in Volume 1 on Page 149 as Document No. 276312, All of Lot Two, CSM 2812 as recorded in Volume 10 on Page 70 as Document No. 367354, All of CSM 4437 as recorded in Volume 15 on Page 232 as Document No. 427362, All of CSM 4767 as recorded in Volume 17 on Page 22 as Document No. 440164 and All of CSM 6565 as recorded in Volume 24 on Page 88 as Document No. 525285 All in the Government Lot 2, Section 32, T24N, R8E, City of Stevens Point, Portage County, Wisconsin.

Commencing at the concrete monument on the Northwest corner of Section 32;
Thence N89°52’45”E along the North line of Section 32, 647.09 feet;
Thence S35°52’16”E, 2,291.17 feet along the prolongation of the Westerly line of Strongs Avenue to its intersection with the Southerly line of Ellis Street to a cross cut on a corner of Lot 65, Block 26, Strong, Ellis and Others Addition to the City of Stevens Point and the Point of Beginning of the following description;
Thence continue S35°52’16”E along the Westerly line of Strongs Avenue, the Easterly line of Block 26, Strong, Ellis and Others Addition to the City of Stevens Point and the Easterly lines of CSMs 4767 and 6565 and the prolongations thereof, 347.39 feet to a drill hole on the Northerly line of Arlington Place, the Southeasterly corner of said Block 26 and the Southeasterly corner of CSM 4767;
Thence S54°05’06”W along the Northerly line of Arlington Place, the Southerly line of Block 26, Strong, Ellis and Others Addition to the City of Stevens Point and the Southerly lines of CSMs 4767 and 6565 and the prolongations thereof, 384.13 feet to a rod;
Thence N35°34’04”W, 150.00 feet to a rebar;
Thence S54°05’06”W, 20.00 feet to a rebar;
Thence N35°34’04”W, 58.06 feet to a rebar on the Southerly line of Lot Two, CSM 2812;
Thence S54°58’20”W along the Southerly line of Lot Two, CSM 2812, 120.00 feet to a cross cut on the Southwesterly corner of said Lot Two, CSM 2812, the Westerly line of Block 26, Strong, Ellis and Others Addition to the City of Stevens Point and the Easterly line of Water Street;



PORTAGE COUNTY CERTIFIED SURVEY MAP NO. _____

Part of Outlots 9, 11 and 12, All of Outlot 10 and Lots 59, 60, 61, 62, 63, 64, 65, 66 and 67, All in Block 26, Strong, Ellis and Others Addition to the City of Stevens Point as recorded in Volume "B" of Deeds on Pages 312 – 313, All of CSM 149 as recorded in Volume 1 on Page 149 as Document No. 276312, All of Lot Two, CSM 2812 as recorded in Volume 10 on Page 70 as Document No. 367354, All of CSM 4437 as recorded in Volume 15 on Page 232 as Document No. 427362, All of CSM 4767 as recorded in Volume 17 on Page 22 as Document No. 440164 and All of CSM 6565 as recorded in Volume 24 on Page 88 as Document No. 525285 All in the Government Lot 2, Section 32, T24N, R8E, City of Stevens Point, Portage County, Wisconsin

Thence N35°34'04"W along the Westerly line of Lot Two, CSM 2812 and its prolongation thereof, the Westerly line of Block 26, Strong, Ellis and Others Addition to the City of Stevens Point and the Easterly line of Water Street, 280.43 feet to a rod at the Southwesterly corner of CSM 4948;

Thence N54°41'08"E along the Southerly line of CSM 4948, 335.12 feet to a cross cut on the Southeasterly corner of said CSM 4948, a corner of Block 26, Strong, Ellis and Others Addition to the City of Stevens Point and the Southwesterly line of Ellis Street;

Thence S89°06'18"E along the Northerly line of Block 26, Strong, Ellis and Others Addition to the City of Stevens Point and the Southerly line of Ellis Street, 232.72 feet to the Point of Beginning, containing 214,048 square feet or 4.914 acres.

That I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code and Chapter 20, Subdivisions, of the City of Stevens Point Code of Ordinances in surveying, dividing and mapping the same.

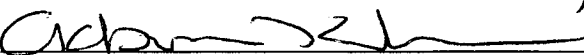
Dated this 10th day of October, 2025.




Thomas J. Trzinski
Professional Land Surveyor, S-2636

CITY OF STEVENS POINT ACCEPTANCE CERTIFICATE

There are no objections to the Certified Survey Map with respect to Chapter 20 of the Subdivision Control Ordinance of the City of Stevens Point and Amendments thereto.

Certified this 21st day of January, 2025.

Community Development Department

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

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

SECTION I: That subsection vi of Section 9.19(1) of the Revised Municipal Code, **ATV/UTV Routes** is hereby **created** to read as follows:

9.19(1) vi. Carrie Frost Drive from Brilowski Road (County Road R) to Vetter Drive.

SECTION II: That subsection vii of Section 9.19(1) of the Revised Municipal Code, **ATV/UTV Routes** is hereby **created** to read as follows:

9.19(1) vii. Vetter Drive from Carrie Frost Drive to County Road HH.

SECTION III: These Ordinance changes shall take effect upon passage and publication.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: January 26, 2026
Approved: February 16, 2026
Published: February 26, 2026

World Migratory Bird Day

Resolution

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrants also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 International World Bird Day has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our community and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

NOW, THEREFORE BE IT RESOLVED that, I, Mike Wiza, Mayor of the City of Stevens Point, do hereby proclaim May 9th, 2026, to be

WORLD MIGRATORY BIRD DAY

in the City of Stevens Point and encourage all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Susan Pagel, City Clerk

Dated: February 12, 2026
Adopted: February 16, 2026