



AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Members

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

Date and Time: July 14, 2026
3:00 PM

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

Opening Section:

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

Discussion and Possible Action on the Following:

1. Approval of Minutes from the February 12th, 2026 meeting of the Redevelopment Authority
2. Discussion on Redevelopment Authority Financial Overview
3. Discussion and Possible Action on a Request from the City of Stevens Point Community Development Department to extend an agreement to fund a portion of the Director’s Salary from the Redevelopment Authority.
4. Discussion and Possible Action on an Offer to Purchase from Mid-State Technical College for the Acquisition of 1101 Centerpoint Drive (PIN: 281240832202961)
5. Discussion and Possible Action on Exceptions to Redevelopment Authority Grant and Loan Programs
 - A. A Request from Charles Robinson for an Exception to the Residential Infill Grant for 2157 Prairie Street
 - B. A Request from Jack and Jeanette Friess for an Exception to the Multi-Family Rental Conversion Grant for 1708 Elk Street
 - C. A Request from Beant and Rebecca Singh for an Exception to the Housing Modernization Loan Program for 700 Michigan Avenue
6. Discussion and Possible Action on Shopko Site Redevelopment Updates

- A. EPA Brownfields Grant Award and Next Steps in the Process/Project List
- B. Revision of Development Agreement between the Redevelopment Authority, the City of Stevens Point, and Commonwealth Development Corporation (partial Shopko Site redevelopment)
- 7. Discussion and Possible Action on an Easement Request from Wisconsin Public Service Corporation for Underground Electric Utility Work at PIN: 281240832202804 and 281240832202814
- 8. Discussion and Possible Action on an Easement Request from Wisconsin Public Service Corporation for Underground Electric and Gas Utility Work at PIN: 281240832202972
- 9. Discussion and Possible Action on an Easement Request from Wisconsin Public Service Corporation for Underground Electric and Gas Utility Work at PIN: 281240832202804 and 281240832202814
- 10. Adjournment

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

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

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

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MINUTES

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Members

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

Date and Time: February 12, 2026
3:00 PM

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

Opening Section:

1. Roll Call

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

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

3. **Public comment for pre-registered individuals for matters appearing on the agenda.**

There were no comments from the public.

Discussion and Possible Action on the Following:

1. Approval of Minutes from the January 15th, 2026 meeting of the Redevelopment Authority

- Background: Minutes from the January 15th, 2026 meeting of the Redevelopment Authority were included in the agenda packet.
- Motion: Kemmeter moves to approve the minutes with updated spelling and address information.
- Second: Barrett seconds the motion.
- Discussion: None.
- Vote: Unanimous approval.

2. Presentation and Discussion of a Proposal from Arc Central, LLC for a Development on 1016 Third Street, Stevens Point

- Background: Tim Lucas, architect and owner of Arc Central, LLC gives a brief presentation and answers questions from the commission. Staff provides additional information on the project.

3. Public Hearing, Discussion, and Possible Action on a Development Agreement between the City of Stevens Point, Redevelopment Authority of the City of Stevens Point, and Arc Central, LLC for the redevelopment of 1016 Third Street, Stevens Point (PID: 281240832200425).

- Public Hearing: Chairperson Schlice opens the public hearing.
- With no person wishing to speak, the public hearing is closed.
- Motion: Gardener moves to approve the developer agreement with Arc Central.
- Second: Kneebone seconds the motion.
- Discussion: Staff gives an overview of changes in the agreement included in the packet.
- Vote: Unanimous approval.

4. Discussion and Possible Action on Amendments to the Neighbor Helping Neighbor Grant Program

- Background: Neighborhood Improvement Coordinator Kordus gives an overview of the proposed amendments and answers questions from the commission.
- Motion: Beacom moves to adopt as written.
- Second: Barrett seconds the motion.
- Vote: Unanimous approval.

5. Update and Discussion on Grant and Loan Report

- Background: Staff provides a recap on the grant and loan program in 2025 and early 2026.

6. Adjournment

Adjourned at 3:37 P.M.

Redevelopment Authority Funds 12.31.2025

Stevens Point Dev. Fund (Fund 208)	\$262,450.91
CDA Blight Elimination (Fund 217)	\$14,885.23
Housing Trust Fund-Money Market (Fund 246)	\$439,359.94
Housing Modernization Loan Fund (Fund 253)	\$625,389.60
Total Currently Available RA Funds	\$1,342,085.68
Investment Portfolio with Schwab (Fund 817)	\$2,803,858.01
Minus-Principal to be Kept Intact	\$2,000,000.00
Investment Funds Available to use	\$803,858.01
Total RA Funds Available for Use	\$2,145,943.69
Total Portfolio (Including Funds kept intact)	\$4,145,943.69

Redevelopment Authority Income/Expense Summary for 2025

Fund	Name	Revenue	Expense	Profit/Loss	Notes
208	Stevens Point Development Fund	0	645,134	-645,134	550k Exp. trfr to 253
217	Blight Elimination Fund	0	7,248	-7,248	
246	Housing Trust Fund (HTF)	88,288	22,887	65,401	75k Rev trfr from 817
253	Housing Modernization	567,581	42,518	525,063	550k Rev trfr frm 208
817	HTF Investment Fund	182,376	75,726	106,650	Rev=inc. on invest 75k exp trfr to 246
Totals		838,245	793,513	44,732	
Years to Exhaust Available Funds		50.23			

Note that there was an unrealized capital gain on the investment portfolio of \$87,446.

If we remove this non-cash revenue, the RA had a loss of \$42,714

Note that we will likely replenish funds when TIF districts close and we can utilize the TIF extension for housing



MEMORANDUM

To: Redevelopment Authority

From: Jarod Kivela, Director of Community Development

Date: July 10, 2026

RE: Request to Extend the Redevelopment Authority's Funding of a Portion of the Community Development Director's Salary

In January 2022, the Redevelopment Authority approved a request from the Community Development Department to fund \$20,000 of the Community Development Director's salary out of the Authority's budget, funded annually from interest revenue in Fund 246 (Housing Trust Fund). The basis for that request was that the Community Development Director serves as the Executive Director of the Redevelopment Authority, and a meaningful share of the Director's time, and other staff time, is devoted directly to Authority business.

That arrangement has worked as intended. It allowed the Department to realign staffing, adding the Neighborhood Planner/Economic Development Specialist and promoting the Administrative Assistant to Community Development Technician, without adding to the City's levy-supported operating budget. In the years since, the volume and complexity of the Authority's work has grown considerably.

Request: I am requesting that the Redevelopment Authority extend its funding of \$20,000 annually toward the Community Development Director's salary for an additional five (5) years, continuing to be funded out of interest revenue from Fund 246 (Housing Trust Fund).

Justification: The Director's role as Executive Director of the Authority is not nominal. The following work is performed on the Authority's behalf on an ongoing basis:

Grant and Loan Program Administration

- Intake, review, and processing of applications across the Authority's multiple grant and loan programs.

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.

- Preparation of program amendments, guideline updates, and recommendations to the Authority.
- Ongoing compliance monitoring, draw requests, disbursement coordination, and applicant follow-up through project closeout.

Property Marketing and Disposition

- Marketing of Authority-owned property, including preparation of offering materials, site data, and amenity information.
- Drafting, issuing, and evaluating Requests for Proposals for Authority-controlled sites.
- Negotiation of purchase terms and coordination with the City Attorney on conveyance documents.

Development Facilitation

- Fielding development inquiries and working directly with developers from initial contact through project completion.
- Shepherding projects through the entitlement and approval process, including Plan Commission, Common Council, and Authority actions.
- Preparation and negotiation of development agreements.
- Coordination of environmental due diligence, remediation oversight, and continuing obligations on Authority sites.
- Preparation and administration of grant applications supporting Authority projects, including brownfields, site assessment, and state and federal economic development grants.

Administrative and Governance Support

- Meeting preparation, agenda development, staff reports, and follow-up on Authority direction.
- Budget preparation, financial updates, and coordination with the Comptroller/Treasurer on Authority funds.
- Recordkeeping, reporting, and compliance with statutory requirements applicable to the Authority.

In addition to the ongoing work described above, the Department intends to lead, as requested, the development of a strategic plan for the Redevelopment Authority. That plan will establish priorities for the Authority's future redevelopment projects, while also providing justification for property acquisition and disposition decisions, and align the Authority's limited resources with the City's Comprehensive Plan and targeted area master plans.

The proposed extension does not increase the Authority's annual obligation beyond the amount already approved in 2022. Please let me know if there are any additional questions or comments.



MEMORANDUM

To: Redevelopment Authority

From: Jarod Kivela, Director of Community Development

Date: July 10, 2026

RE: **Offer to Purchase from Mid-State Technical College – Great Lakes Building, 1101 Centerpoint Drive.**

The Great Lakes Building at 1101 Centerpoint Drive has been vacant since Great Lakes Loan Servicing vacated the premises following its merger with Nelnet Student Loans, which ended the company's lease earlier than anticipated. Over the intervening years, staff has held discussions with several entities regarding reuse of the building, none of which advanced to a transaction.

The Authority commissioned a consultant study to evaluate the space as a stand-alone conference center. That study concluded a stand-alone conference center did not pencil out given constraints associated with the building and the site. A second study was completed to evaluate the space as a smaller, technical-college-operated conference center with accompanying classroom space. That study returned favorable results, due in significant part to Mid-State Technical College's main downtown location directly across the street.

Following the favorable second study, Mid-State Technical College submitted an Offer to Purchase in the amount of \$256,567.00. The offer includes the Great Lakes Building and the parking area abutting Centerpoint Drive. All parking in the rear of the building remains in Authority ownership, will continue to operate as public parking, and remains available as a potential location for a future parking structure.

Mid-State intends to invest approximately \$1.25 million into the building. Planned improvements include interior renovation and creation of the conference space, several smaller classrooms, and office space, along with exterior enhancements including signage, cleaning of the brick, minor repairs, and landscaping. Because Mid-State may allocate capital only on a two-year cycle, additional renovations will be phased over the next two years, with a second, larger renovation to follow once the allocation period resets.

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Enrollment at Mid-State's downtown Stevens Point location has surpassed that of the College's other campuses in recent years. Mid-State is seeking to capture and sustain that growth by expanding its downtown presence to include conference space, lab space, and office space supporting in-demand programs. This offer arrives as the City is separately pursuing a partnership with Mid-State on a public safety center on the east side of the community.

Staff views this sale as an important partnership that keeps Mid-State growing in Stevens Point, returns a long-vacant building to active use, and delivers benefits to the City and the broader region.

Ownership and Financial History: Ownership of this building has been unusual. Title is held by the Redevelopment Authority, but the City made the upfront payments on the building, has made the lease-to-own payments, and has maintained the exterior. The Authority was responsible for repairs necessary to keep the building in good repair. The City carried a substantial financial burden with the expectation of recouping those costs through lease payments from Great Lakes Loan Servicing—an expectation cut short when the tenant terminated its lease early following the Nelnet merger.

Given this history, the City has asked to be made whole on the amount still owed. From there, the City and the Authority would split the remaining proceeds evenly. This approach has been worked out with the Authority Chair and the City Comptroller/Treasurer, and results in the following distribution:

Allocation	City	Authority
City made whole on outstanding balance	\$119,459	—
50/50 split of remaining \$137,108	\$68,554	\$68,554
Total (Purchase Price: \$256,567.00)	\$188,013	\$68,554

Recommendation: Staff recommends that the Redevelopment Authority approve the sale of the Great Lakes Building at 1101 Centerpoint Drive to Mid-State Technical College for \$256,567.00 on the terms set forth in the Offer to Purchase and attached Addendum, approve the distribution of proceeds as outlined above, and authorize staff to continue processing the sale and to make minor changes as needed to complete the transaction.

Note: Due diligence is still required before the sale is finalized.

Please let me know if there are any additional questions or comments.

WB-15 COMMERCIAL OFFER TO PURCHASE

~~LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)~~

~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE~~

The Buyer, Mid-State Technical College,

offers to purchase the Property ~~known as~~ _____ described in the Addendum attached to this Offer

_____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-650, or attach as an addendum per line 676] in the _____ City _____ of _____ Stevens Point _____, County of _____ Portage _____ Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Two Hundred Fifty-Six Thousand Five Hundred Sixty-Seven and no/100----- Dollars (\$ 256,567.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: (none additional)

All personal property included in purchase price will be transferred by bill of sale ~~or~~ _____
NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-15) and the following: N/A

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before July 15, 2026. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on January 20, 2027, or such other date as the parties may mutually agree _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

~~**EARNEST MONEY**~~

~~■ EARNEST MONEY of \$ _____ accompanies this Offer.~~

~~If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.~~

~~■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically or personally delivered within _____ 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~~
~~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: (no exceptions)~~

~~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 _____~~

~~96 _____~~
~~97 _____~~
~~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.

~~174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or~~
~~175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on~~
~~176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)~~
~~177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence~~
~~178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,~~
~~179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions~~
~~180 checked at lines 185-197.~~

~~181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____~~

~~182 _____~~
~~183 _____ [insert proposed use and type and~~
~~184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].~~

~~185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines~~
~~186 181-183.~~

~~187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions~~
~~188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or~~
~~189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.~~

~~190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or~~
~~191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for~~
~~192 the following items related to Buyer's proposed use: _____~~

~~193 _____ or delivering written notice~~
~~194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the~~
~~195 cost of Buyer's proposed use described at lines 181-183.~~

~~196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public~~
~~197 roads.~~

~~198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither~~
~~199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit;~~
~~200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.~~
~~201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 180 days of~~
~~202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.~~

~~203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller~~
~~204 providing" if neither is stricken) a _____ survey~~
~~205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and~~
~~206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)~~
~~207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,~~
~~208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible~~
~~209 encroachments upon the Property, the location of improvements, if any, and: _____~~

~~210 _____~~
~~211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:~~
~~212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square~~
~~213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any~~
~~214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title~~
~~215 policy.~~

~~216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**~~
~~217 **to obtain the map when setting the deadline.**~~

~~218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers~~
~~219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially~~
~~220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence~~
~~221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of~~
~~222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to~~
~~223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written~~
~~224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.~~

~~225 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to~~
~~226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**~~

~~227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.~~
~~228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which~~
~~229 is consistent with representations made prior to and in this Offer.~~

~~230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property~~
~~231 to be free and clear of all liens, other than liens to be released prior to or at closing.~~

~~232 ☐ Rent roll.~~

~~233 ☐ Other _____~~

~~234 _____~~

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

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

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

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

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.

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

~~■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 120 days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).~~

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

~~■ **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" if left blank) days after 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 Environmental Site Assessment report 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.~~

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

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an addendum per line 676.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel 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 620-650 or in an addendum attached per line 676. 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.~~

~~357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.~~

~~358 ☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed _____%.~~

~~359 ☐ 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.~~

~~362 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.~~

~~364 NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.~~

~~366 ■ 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.~~

~~368 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:~~

~~370 (1) signed by Buyer; or~~

~~371 (2) accompanied by Buyer's written direction for delivery.~~

~~372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.~~

~~374 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~~

~~376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.~~

~~377 ■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 344.~~

~~378 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.~~

~~380 ■ 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.~~

~~384 ☐ SELLER FINANCING: Seller shall have 10 days after the earlier of:~~

~~385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or~~

~~386 (2) the Deadline for delivery of the loan commitment set on line 344~~

~~387 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.~~

~~389 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.~~

~~392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~

~~394 (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~~

~~396 (2) _____~~

~~397 _____ [Specify documentation Buyer agrees to deliver to Seller].~~

~~398 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.~~

~~404 ☐ 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.~~

~~406 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.~~

~~411 ■ RIGHT TO CURE: Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.~~

~~412 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 (none additional)

433

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).

443

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 such exceptions as deemed acceptable by Buyer at the time of closing~~

461

_____ (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 45 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 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have 30 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~~

503 ~~_____~~
504 ~~_____. Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.~~

505 ~~**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 620-650 or in an addendum attached per line 676. 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

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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622 This offer is contingent upon approval of its terms and authorization to proceed by the Mid-State Technical College Board of
623 Directors and the Wisconsin Technical College System, which approval and authorization shall be given within 180 days of
624 acceptance of this offer. Failure of Buyer to receive either such approval or authorization shall render this offer null and void.

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629 See attached Addendum for additional terms and conditions.

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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: Ben Nusz

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

663 Seller: (_____) Buyer: (_____) _____

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
666 address at line 669 or 670.

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

669 Address for Seller: _____

670 Address for Buyer: _____

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

672 Email Address for Seller: Ben.Nusz@mstc.edu (with copy to: dfahey@boardmanclark.com)

673 Email Address for Buyer: _____

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

676 ☒ **ADDENDA**: The attached Addendum is/are made part of this Offer.

677 This Offer was drafted by ~~[Licensee and Firm]~~ Attorney Daniel T. Fahey / Boardman & Clark LLP, on behalf of Buyer

678 Buyer Entity Name (if any): Mid-State Technical College

679 (x) _____

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► By: _____ Date ▲

681 (x) _____

682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

683

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

688 Seller Entity Name (if any): The Redevelopment Authority of the City of Stevens Point

689 (x) _____

690 Seller's/Authorized Signature ▲ Print Name/Title Here ► By: _____ Date ▲

691 (x) _____

692 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] _____

694 _____ on _____ at _____ a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____

696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM
TO
WB-15 COMMERCIAL OFFER TO PURCHASE**

Buyer: Mid-State Technical College
Seller: The Redevelopment Authority of the City of Stevens Point
Property: See Section 1 below
Date: _____, 2026

The following constitute additional terms to the WB-15 Commercial Offer to Purchase of Buyer. In the event of any inconsistency between the terms of this Addendum and the terms of the preprinted WB-15 Commercial Offer to Purchase (the “Offer”), the terms of this Addendum shall control.

1. Property. The Property which is the subject of this Offer (the “Property”) consists of:

(a) The real estate situated at 1101 Centerpoint Drive, Stevens Point, Wisconsin (Portage County tax parcel no. 281-24-0832202961) (the “Great Lakes Building”); and

(b) The parking lot situated adjacent to, and immediately north of, the Great Lakes Building, including the frontage running along the south side of Centerpoint Drive (immediately north of the Parking Lot) (the “Parking Lot”); and

(c) All improvements, fixtures, easements, licenses, permits and all other rights, title and interest appurtenant and otherwise relating thereto the real estate described in the paragraphs above.

2. Survey. Seller represents that the Great Lakes Building and the Parking Lot are currently situated in 2 separate tax parcels owned by Seller. Seller shall, at Seller’s sole cost and expense, retain a duly licensed land surveyor to prepare and complete a survey combining the 2 tax parcels into a single parcel suitable for conveyance and containing the Great Lakes Building and Parking Lot (the “Survey”), which shall be substantially in the form of the preliminary survey attached hereto as Exhibit A. Seller shall diligently pursue completion of the Survey and shall deliver a completed copy of the Survey to Buyer within 60 days of acceptance this Offer. If Seller fails to timely deliver the completed Survey to Buyer, Buyer may terminate this Offer upon written notice to Seller.

3. Provision of Documentation. Seller shall, within 15 days following acceptance of this Offer, provide Buyer with the following:

(a) A Real Estate Condition Report, in conventional Wisconsin Realtor’s Association form, completed and signed by Seller and dated within 15 days of the date of acceptance of this Offer.

(b) Copies of the following documents, to the extent that Seller possesses such documents and such documents affect the Property:

(i) Any environmental studies or audits, together with any other agreements, studies, reports, correspondence or other documents related to the presence or absence of any environmentally sensitive areas on the Property;

(ii) Any soils studies with boring maps;

(iii) Any previous boundary or ALTA surveys of the Property;

(iv) All leases or service contracts;

(v) All written notices, reports, citations, orders or decisions or other correspondence or communications from the City of Stevens Point, Portage County, or any other governmental entities; and

(vi) All agreements and proposed agreements, plans, applications, studies, reports, correspondence and other documents relating to any zoning modifications, variances, exceptions, construction or development, or other matters involving the zoning, use, development or division of the Property.

4. Buyer Due Diligence Investigations and Inspections. Following acceptance of the Offer (the accepted Offer being referred to herein as the “Purchase Agreement”), the Purchase Agreement shall be subject to each of the following contingencies:

(a) This Purchase Agreement is contingent upon Buyer being satisfied, in the exercise of its reasonable discretion, with all information disclosed to Buyer pursuant to Section 3 of this Addendum. In the event Buyer is not satisfied with any such information, Buyer may terminate this Purchase Agreement by providing written notice of termination to Seller (which notice shall specifically identify the information determined by Buyer to be unsatisfactory). During the pendency of this Purchase Agreement, Seller shall additionally provide to Buyer any documents described in Section 3(b) above which come into Seller’s possession after the initial delivery under Section 3. This contingency shall be deemed to be waived by Buyer if such notice is not given by the later of: (i) 60 days following the date of acceptance of this Offer, or (ii) 20 days following the date of delivery of the final document described in Section 3(b) above delivered by Seller, whichever is later; provided this contingency shall be deemed to be waived if notice is not given prior to the date of expiration of the Investigation Period (defined below).

(b) Buyer is purchasing the Property for the purpose of providing educational instruction, including classes and conferences, and all ancillary uses therewith (the “Intended Use”). This Purchase Agreement is contingent upon Buyer’s determination, in its complete and unrestricted discretion, that the Property is free of defects and suitable for development and use by Buyer for its Intended Use. Buyer shall have the right, at its expense, to conduct inspections, investigations, evaluations and due diligence inquiries during the period of time extending from the date of this Purchase Agreement to October 31, 2026 (the “Investigation Period”) to determine whether the Property is free of Defects and suitable for development and use for the Intended Use. Buyer may specifically make any of the following inspections, investigations and

inquiries (without limitation by reason of enumeration) during the Investigation Period at its cost:

(i) Buyer shall have the right to inspect the physical condition of the Property, including existing structures and improvements, and for such purpose may perform environmental inspections, soil sampling, testing and engineering studies during the Investigation Period. Such inspections may specifically include a Phase I and Phase II Environmental Site Assessment. Buyer shall not conduct any intrusive or invasive environmental inspections, soil sampling or testing without the prior written consent of Seller, which consent shall not be unreasonably withheld. Buyer shall repair and restore any damage caused by or arising from Buyer's due diligence. All inspections will be coordinated by Buyer with the State of Wisconsin and with Seller.

(ii) Buyer shall have the right to apply for governmental approvals and permits required or desired for the use of the Property for its Intended Use, including any necessary conditional use permit(s) and any and all other applicable land use approvals, all applicable building permits, and all other governmental permits and approvals necessary or desirable for the use of the Property for its Intended Use. Seller will assist Buyer, at no out-of-pocket cost to Seller, in obtaining any such governmental approvals.

(iii) Buyer shall have the right to determine whether utility services and infrastructure improvements sufficient to meet the requirements of the Intended Use are available at the Property or accessible at a time and place and on a financial basis acceptable to the Buyer.

(iv) Buyer may investigate the compatibility of adjoining properties and uses to the use of the Property for its Intended Use.

(c) In the event that Buyer is not satisfied with any such information described above, Buyer may terminate this Offer by providing written notice of termination to Seller, and upon providing such notice, this Offer shall be terminated and of no further force or effect, neither Buyer nor Seller shall have any further obligation or liability hereunder, and Seller shall immediately return any earnest money paid by Buyer for an extension of the contingency period (as provided in Section 5 below). The contingencies in this Section 4 shall be deemed to be waived by Buyer if a termination notice is not given before the later of: (i) the expiration date of the Investigation Period, or (ii) the expiration of the extension period, if any, exercised by Buyer pursuant to Section 5 below.

(d) Buyer shall have the continuing right to enter, view and inspect the Property following the expiration of the Investigation Period, provided Buyer shall at all times coordinate such entry, viewing and inspection of the Property with Seller. This transaction is contingent upon there being no material adverse change with respect to the Property occurring between the end of the Investigation Period and the Closing Date. If there has been any such material adverse change, Buyer shall have the right, exercisable by delivery of written notice to Seller, to terminate this Purchase Agreement.

(e) Buyer agrees to act in good faith and with diligence to conduct its inspections, investigations, evaluations and inquiries. Buyer shall, on request, fully advise Seller

of the status of such efforts. Buyer shall keep Seller reasonably informed regarding the status of its contingencies.

5. Extension of Investigation Period. In the event Buyer is unable to complete all of its investigations, inspections and evaluations before the end of the Investigation Period, Buyer shall have the right to extend such period for an additional 30 days, exercisable by written notice from Buyer to Seller on or before the expiration of the Investigation Period. If Buyer provides such extension notice, then Buyer shall pay \$5,000 as earnest money under this Purchase Agreement.

6. Earnest Money. All earnest money paid by Buyer under the terms of this Purchase Agreement shall be held in a non-interest bearing trust account of Seller's attorneys (if any), or if none then held by Buyer's attorneys in the same type of account. All earnest money shall be applied against the Purchase Price at the time of closing. If this transaction fails to close for any reason other than breach of this Agreement by Buyer, all earnest money shall be returned to Buyer. If this transaction fails to close due to breach of this Agreement by Buyer, all earnest money shall be delivered to Seller. Each party reserves the right to exercise any and all other remedies in the event of breach of this Agreement by the other party.

7. Covenants, Warranties and Representations of Seller. Seller covenants, warrants and represents as follows:

(a) To the best of Seller's knowledge the Property is in compliance with all federal, state and local laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, process wastewater or solid, hazardous or toxic wastes; that there are no pending or threatened actions or proceedings against Seller or the Property with regard to the foregoing by the Wisconsin Department of Natural Resources, the US Environmental Protection Agency, or any other governmental entity and to Seller's knowledge there is no basis for any such action or proceedings; to Seller's knowledge no solid, toxic or hazardous wastes have been disposed of or stored on the Property during any time that Seller owned the Property and any such wastes of Seller have been hauled from the Property; Seller has no notice or knowledge of any solid, toxic or hazardous wastes having ever been disposed of or stored on the Property; and Seller has no notice or knowledge of any underground tanks, subterranean tunnels or cavities, wells, mines, sinkholes, springs or concealed fill-ins on the Property.

(b) From and after date of acceptance of this Offer and during the pendency of the Purchase Agreement, Seller shall not enter into any new lease, contract or other instrument affecting the use, occupancy or possession of the Property without the prior written consent of the Buyer.

8. Closing Expenses. Seller shall pay the Wisconsin Real Estate Transfer Fee and Owner's Title Insurance and Gap Endorsement Premiums, as well as one-half (1/2) of the title insurer's closing fee. Each party shall pay its own costs and expenses incurred in connection with the negotiation and preparation of this Purchase Agreement and the consummation of the transactions contemplated herein.

9. Rejuvenation of Grassy Areas. Buyer shall, at Buyer's sole cost and expense, perform a one-time rejuvenation of the grassy areas highlighted in orange on Exhibit B attached hereto (the "Grassy Areas"), which surround Seller's adjoining parcel. Such rejuvenation shall consist of commercially reasonable measures customary for lawn restoration, which may include soil preparation, seeding or sodding, fertilization, and watering as reasonably necessary to establish grass coverage, but shall not require ongoing maintenance thereafter. Buyer shall complete the one-time rejuvenation of the Grassy Areas within 12 months following the closing date under this Purchase Agreement.

10. Permitted Parking Lot Use by Seller.

(a) Notwithstanding the conveyance of the Property to Buyer at closing, Buyer hereby grants to Seller the post-closing right to use the Parking Lot for the purpose of vehicular parking for City of Stevens Point citizens attending festivals and parades in the downtown area for the specific events set forth in Exhibit C attached hereto (the "Permitted Use"). Seller's use of the Parking Lot shall be limited strictly to the Permitted Use and shall not unreasonably interfere with Buyer's use of the Property. In connection with its Permitted Use of the Parking Lot, Seller shall:

(i) Repair, or reimburse Buyer for the reasonable cost to repair, any and all damage to the Parking Lot or the Property caused by Seller or Seller's agents, employees, contractors, guests, or invitees in connection with Seller's use of the Parking Lot at Seller's sole cost and expense;

(ii) Promptly remove and properly dispose of all litter, debris, and refuse left by Seller or Seller's agents, employees, contractors, guests, or invitees as a result of Seller's use of the Parking Lot at Seller's sole cost and expense;

(iii) Not make, cause, or permit any alterations, improvements, restriping, or other physical changes to the Parking Lot or the Property without Buyer's prior written consent, which may be withheld in Buyer's sole discretion;

(iv) Maintain, for the duration of Seller's permitted use, commercial general liability insurance covering Seller's use of the Parking Lot, with limits of not less than \$1 million per occurrence and \$2 million aggregate, naming Buyer as an additional insured, and shall provide Buyer with certificates of insurance evidencing such coverage upon request; and

(v) Indemnify, defend, and hold Buyer harmless from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Seller's use of the Parking Lot, including without limitation any claims by third parties for personal injury, property damage, or loss occurring in connection with such use.

(b) The rights granted by Buyer to Seller in this Section 10 shall survive closing and continue until: (i) Seller and Buyer agree to terminate Seller's rights herein; (ii) Seller no longer owns legal title to any parcel adjoining the Property; or (iii) Seller fails to timely cure a default as described in Section 10(c) below, whichever occurs first.

(c) If Seller fails to comply with any of the terms or conditions of this Section 10, Buyer shall provide Seller with written notice describing the nature of the default in reasonable detail. If Seller fails to cure the default within 30 days of receiving such notice, Buyer may, upon written notice to Seller, immediately revoke and terminate all rights of Seller's to use the Parking Lot as set forth in this Section 10, without prejudice to any other rights or remedies available to Buyer at law or in equity.

(d) In each calendar year during Seller's Permitted Use of the Parking Lot, Seller must provide Buyer with at least 6 months advance written notice of all dates that correspond to each event on Exhibit C. If Seller fails to provide such notice for any event, Seller waives its Permitted Use with respect to that event during that calendar year.

(e) Seller's rights to use Seller's rights and obligations under this provision shall be personal to Seller, shall not be assignable.

11. Execution. This Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument. Buyer and Seller agree that transmissions of executed documents in connection with this transaction by facsimile or electronic mail, including this Purchase Agreement, shall be binding upon the parties with the same force and effect as original signatures.

The undersigned acknowledge that they have read and understand the foregoing, and that the foregoing constitute additional terms and conditions to the WB-15 Commercial Offer to Purchase of Buyer.

Seller:

The Redevelopment Authority of the City of
Stevens Point

Buyer:

Mid-State Technical College

By: _____
Name: _____,
Title: _____

By: _____
Name: _____,
Title: _____

Exhibit A
Preliminary Survey

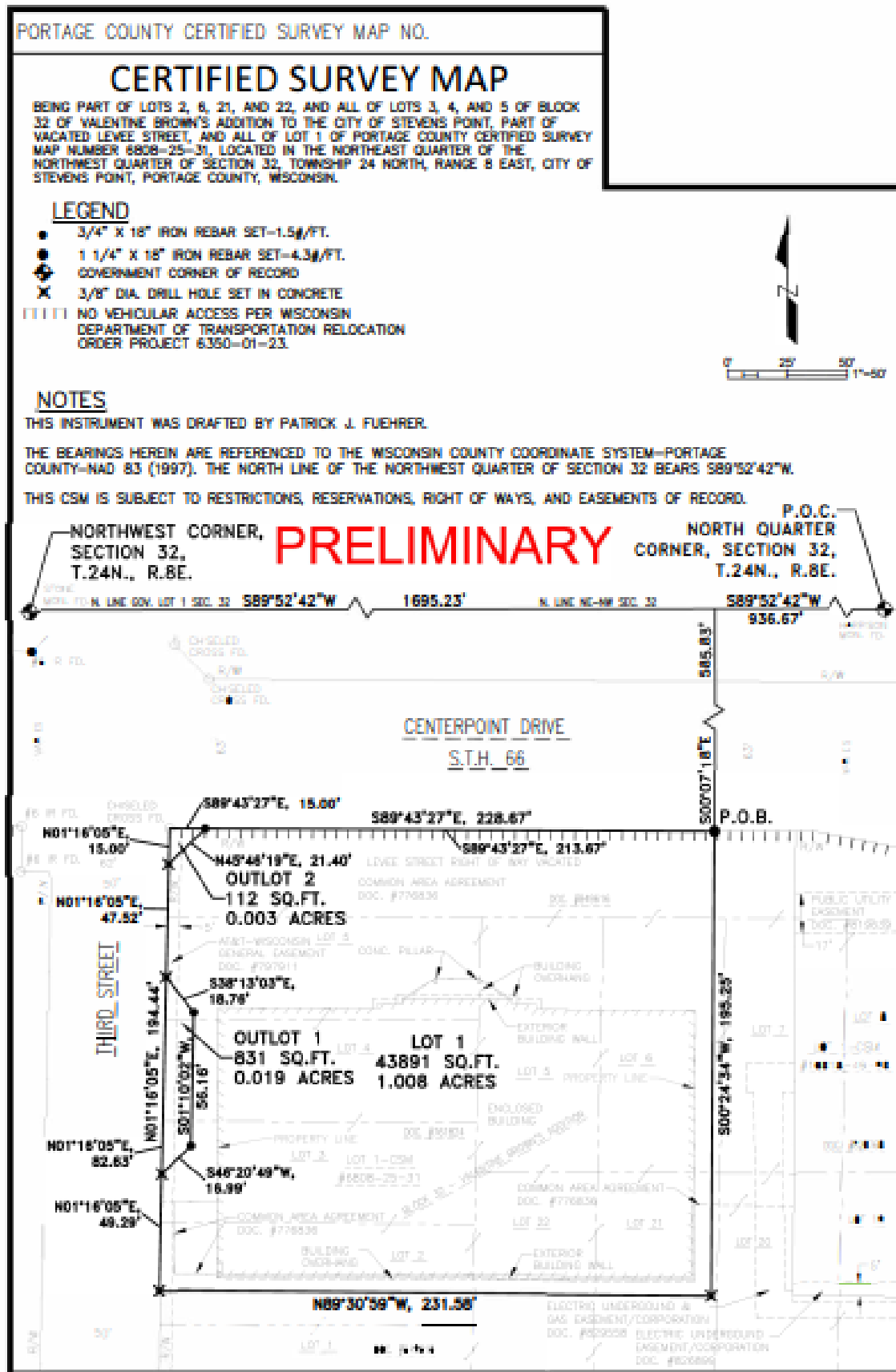


Exhibit B
Grassy Areas



Exhibit C
Events for Seller's Permitted Use of Parking Lot

Seller's Permitted Use of the Parking Lot is limited to the events listed below and subject to the requirements of Section 10 of this Purchase Agreement.

- i. River Rendezvous – Friday, Saturday and Sunday on or about the last weekend in June
- ii. Fourth of July Parade – Fourth of July
- iii. Discover Downtown – About the third weekend in July
- iv. Art in the Park and Dozynki Downtown – Saturday in mid-September
- v. Holiday Parade – Friday evening in mid-November
- vi. Farmer's Market – Saturdays in May through October
- vii. Easter Egg Hunt – Easter Sunday
- viii. Other events as approved by Mid-State Technical College in writing

CERTIFIED SURVEY MAP

BEING PART OF LOTS 2, 6, 21, AND 22, AND ALL OF LOTS 3, 4, AND 5 OF BLOCK 32 OF VALENTINE BROWN'S ADDITION TO THE CITY OF STEVENS POINT, PART OF VACATED LEVEE STREET, AND ALL OF LOT 1 OF PORTAGE COUNTY CERTIFIED SURVEY MAP NUMBER 6808-25-31, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

LEGEND

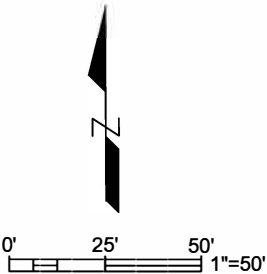
- 3/4" X 18" IRON REBAR SET-1.5#/FT.
- 1 1/4" X 18" IRON REBAR SET-4.3#/FT.
- ⊕ GOVERNMENT CORNER OF RECORD
- ✕ 3/8" DIA. DRILL HOLE SET IN CONCRETE
- |||| NO VEHICULAR ACCESS PER WISCONSIN DEPARTMENT OF TRANSPORTATION RELOCATION ORDER PROJECT 6350-01-23.

NOTES

THIS INSTRUMENT WAS DRAFTED BY PATRICK J. FUEHRER.

THE BEARINGS HEREIN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM-PORTAGE COUNTY-NAD 83 (1997). THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32 BEARS S89°52'42"W.

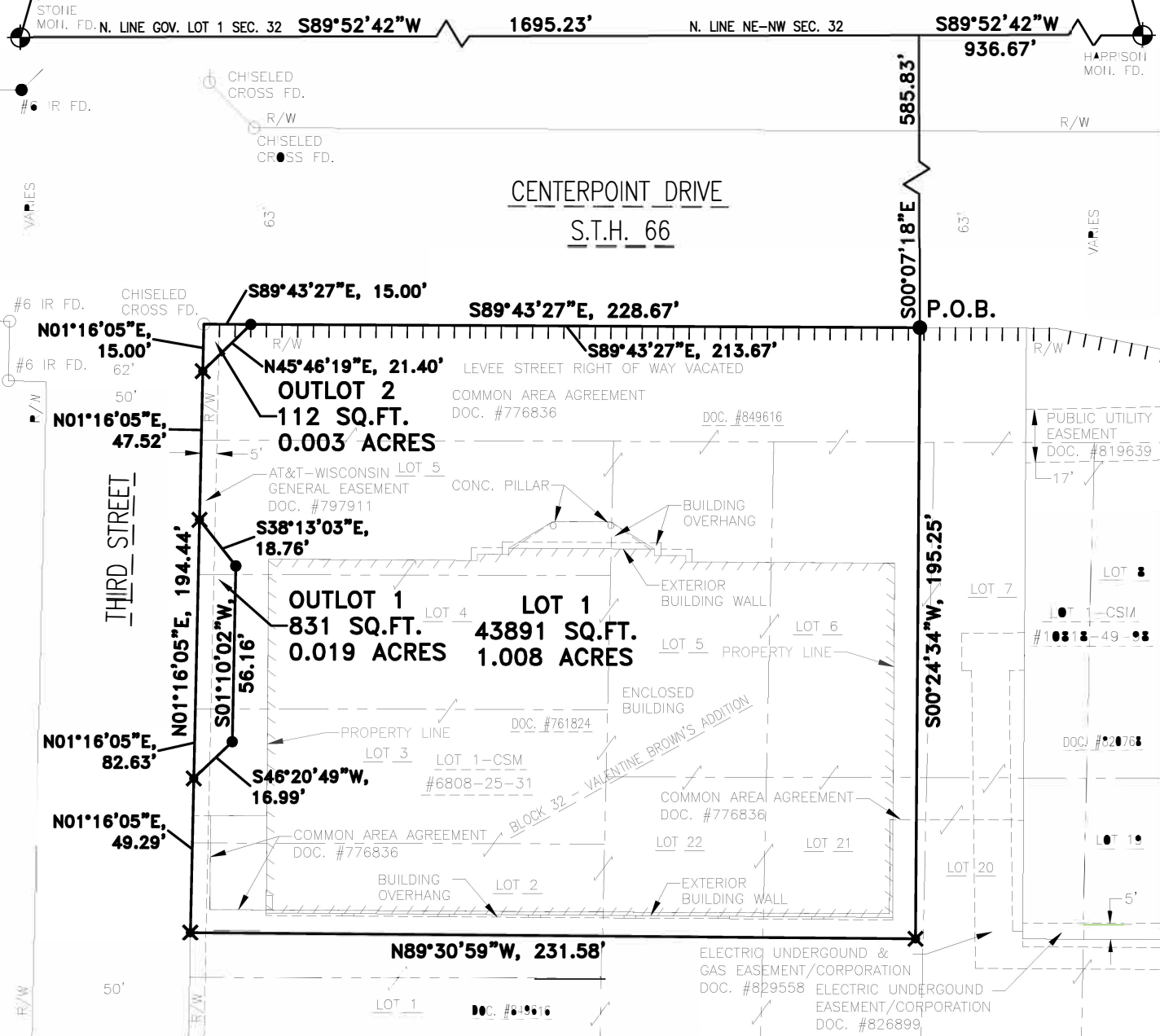
THIS CSM IS SUBJECT TO RESTRICTIONS, RESERVATIONS, RIGHT OF WAYS, AND EASEMENTS OF RECORD.



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

PRELIMINARY

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



SURVEYOR'S CERTIFICATE

I Patrick J. Fuehrer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped the land described and represented by this Certified Survey Map, being part of Lots 2, 6, 21, and 22, and all of Lots 3, 4, and 5 of Block 32 of Valentine Brown’s Addition to the City of Stevens Point, part of vacated Levee Street, and all of Lot 1 of Portage County Certified Survey Map Number 6808–25–31, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Commencing at the north quarter corner of Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of said Northwest Quarter of Section 32 a distance of 936.67 feet; thence South 00 degrees 07 minutes 18 seconds East 585.83 feet to the south right of way line of Centerpoint Drive and the point of beginning; thence South 00 degrees 24 minutes 34 seconds West 195.25 feet; thence North 89 degrees 30 minutes 59 seconds West 231.58 feet to the east right of way line of Third Street; thence North 01 degree 16 minutes 05 seconds East along said east right of way line 194.44 feet to said south right of way line of Centerpoint Drive; thence South 89 degrees 43 minutes 27 seconds East along said south right of way line 228.67 feet to the point of beginning and there terminating.

Subject to restrictions, reservations, right of ways, and easements of record.

That I have made such survey, and map at the direction of the City of Stevens Point. That such map is a correct representation of all the exterior boundaries of the land surveyed. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, and local ordinances of the City of Stevens Point, in surveying and mapping the same.

PRELIMINARY

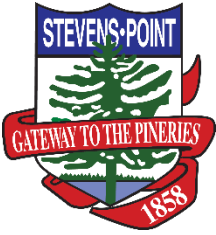
Dated: _____, 2026 Patrick J. Fuehrer, PLS No. 2973

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 ____ day of _____, 2026.

Community Development Departament



Memo

Chris Klesmith
Neighborhood Planner / Economic
Development Specialist

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

(715) 341-4171 | cklesmith@stevenspoint.com

To: Redevelopment Authority of the City of Stevens Point
From: Chris Klesmith
CC: Jarod Kivela
Date: July 14, 2026
Subject: Discussion and Possible Action on a Residential Infill Grant request from Charles Robinson for the construction of a home on 2157 Prairie Street (PIN 281240832402307)

Commissioners -

Staff received a request from Charles Robinson, owner of 2157 Prairie Street, to apply for the Residential Infill program for new construction of a single-family home. Mr. Robinson had acquired the parcel in 2015 and began to apply for building permits in 2021, prior to the existence of the program. Since his acquisition of the parcel, Mr. Robinson has been saving income and paying for construction materials as he is able. Inspection staff have been in communication with the applicant and have no concerns to report on the quality of construction to date.

Had the program existed when Mr. Robinson initiated the project, the parcel would have been eligible to receive an award through the program. Additionally, Mr. Robinson's project would meet all the eligibility criteria, including:

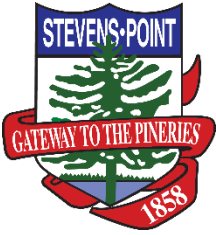
- The owner has provided proof of ownership
- The owner is current on municipal taxes, other charges, and utility payments
- The project meets the minimum total value of \$200,000

This request is before the commission because the project commenced significantly before the program was adopted. Mr. Robinson is applying for the maximum grant amount for new construction (\$25,000) to help complete the project, estimated to cost nearly \$55,100 in labor and materials. Mr. Robinson has provided documentation of the projected expenses from the contractor who assisted with the work to date. The contractor is currently transitioning the company and renewing his license to the new company, and Mr. Robinson has not provided proof of financing for the project.

Recipients of residential infill grants are required to sign an acceptance agreement stating that the project will be completed within a 12-month timeframe. The applicant has been informed of this requirement and acknowledges it.

Staff Recommendation: Staff recommend that the commission conditionally approve of the residential infill grant request made by Charles Robinson for 2157 Prairie Street (PIN 281240832402307) contingent upon proof of financing being provided by the applicant and proof of licensure being provided by the contractor.

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



Memo

Chris Klesmith
Neighborhood Planner / Economic
Development Specialist

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

(715) 341-4171 | cklesmith@stevenspoint.com

To: Redevelopment Authority of the City of Stevens Point
From: Chris Klesmith
CC: Jarod Kivela
Date: July 14, 2026
Subject: Discussion and Possible Action on a Multifamily Rental Conversion Grant Request from John and Jeanette Friess for 1708 Elk Street (PIN 281240832300120)

Commissioners -

Following the success of the conversion of 516 Bukolt Avenue, John (Jack) and Jeanette Friess are submitting a request for multifamily rental conversion grant for 1708 Elk Street to rehabilitate the former duplex back into a single-family home. The applicants have already acquired the property to begin the rehabilitation by removing debris and further inspecting the property. An overview of the project is attached to this memo.

Similar to the project completed on Bukolt Avenue, the applicants intend to acquire the property, rehabilitate the property, and reduce the sale price of the property by the value of the grant. The applicants have worked with staff to identify that the home was previously a single-family home, and they identified the home was moved onto the site before being converted into a duplex. The property had been condemned in April of 2019, several owners ago. Portage County acquired the property under tax deed before auctioning it to the past owner. The previous owner had begun work on the property before abandoning the project.

The applicants are seeking several exceptions to the grant program. First, the applicants are seeking to exceed the grant maximum given the total cost of the construction (estimated \$187,000-\$200,000), which exceeds their first project. All projected expenses are included in appendices of their application, and staff estimate that between \$65,000 and \$80,000 would be considered eligible expenses as determined during the pre-application meeting. Second, the language of the Multifamily Rental Conversion Program states that eligible properties must be occupied, or vacant for less than 12 months if it had a legal pre-existing use. The property has been vacant for several years, and staff have received a notable amount of reports regarding the condition of the property. This criterion is intended to help ensure that owners of duplexes are not intentionally vacating properties for public funding, but has proven to be a hurdle for at least one other comparable project. The applicant also requests an exception to the requirement of multiple contractor quotes and duration of the project.

Staff Recommendation: Staff recommend approval of the \$50,000 grant request for 1708 Elk Street (PIN 281240832300120) to John and Jeanette Friess. Furthermore, staff recommend to consider removing the eligibility criterion "Property must be occupied or vacant for less than 12 months if a legal pre-existing use."

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

This paper outlines the scope and plans to convert/renovate the severely distressed residential property at 1708 Elk Street, Stevens Point, Wisconsin (Property). The City of Stevens Point (City) has an interest in rejuvenating this property and subscribes to the goal and plan to convert and renovate this Property from a rental duplex to a single-family, owner-occupied home. This Project can be summarized as follows:

Property

The dwelling on the Property was built around 1921 at 204 Monroe Street as a single family home, then, due to a street reconstruction on Church/Division Streets, was move in 1950 to its current location at 1708 Elk Street. It was placed onto a then newly constructed cement block foundation built on its small lot created in 1950. At that time the 1 ½ car garage currently assessed at \$4.9K was built. The dwelling is currently assessed at \$90.5K and land at \$13.2K, but the entire Property in its current state (abandoned and uninhabitable) is probably now worth less than \$50K. It was sold in 2019 for \$25K at Sheriff's sale, and the then owner put about \$15K in a new roof and inside demolition. We purchased the property on June 5, 2026 for \$58,750.

Proposed Construction

This Property needs *everything* except a new roof: windows, siding, wall and ceiling coverings, flooring, and a new kitchen, bathroom(s), staircases, etc. Utilities need to be hooked up; a new electrical service needs to be buried and the entire dwelling needs new electrical wiring and fixtures. The garage should be replaced, or at least structurally corrected, a new roof, siding, and an overhead door with opener. The driveway needs replacing. The lot needs landscaping. In short, a complete make-over.

Budget

It is anticipated it will cost up to \$200K in construction outlays and \$30K in administrative expenses. This does not include \$30K or more in donated labor. Adding the purchase price of \$59K to the construction and admin costs, the total cost of the Project is projected at about \$280K. With a City grant of \$50K to cover conversion costs, the at-cost, sales price (to a low- to moderate income family) is projected to be approximately \$230K with the possible fair market appraised value being about \$280K.

Key Personnel

General Contractor: Jack Friess, Owner, Dwelling Contractor Qualified, Reg. Electrician, Friess Development
Architect/Engineer: John Doland, JAD Architecture
Lead Builder: Andrew Lehman, Building Contractor, Cardinal Home Builders
Electrician: Tim McCarville, Master Electrician, Hillside Services LLC
Plumbing: Jimmy Isherwood, Master Plumber, Chet's Plumbing and Heating, Inc.
HVAC: Chet's Plumbing and Heating, Inc.

Timeline

We believe this Project can be completed in 18 months or less, with tentative completion date of October 1, 2027.

Funding

Friess Development would fund 35% of the total cost of the Project through cash loans and a line of credit loan secured by their home at College Avenue. Simplicity Credit Union would supply 43% through a \$100K line of credit construction loan secured by the Property. The City would provide about 22% through a \$50K MFRCP grant.

Summary

The Property is located in a very nice, residential neighborhood with other single-family homes. While having a small lot, it is located 2 blocks from downtown Stevens Point and is close to schools and churches. After this major rescue renovation Project is completed, this Property will make a very comfortable home for a first-time home-owner family.

Conversion Proposal The 1708 Project

Introduction

In the early summer of 2023 Jeanette and Jack Friess (the Friess') longtime home owners and residents of College Avenue, Stevens Point, embarked on an endeavor to purchase, renovate, and sell to families of modest resources duplex rentals or student rental properties on a non-profit basis (Developer). Having renovated over the decades our own 1880s, student rental, house to bring it into the 21st century, we are in a good position and possess the vision, resources, and skills to take sometimes abused and languishing rental duplexes and student rental houses and convert them back to comfortable, modern single-family homes. This property at 1708 Elk Street (Appendix A) represents our second conversion project, and embodies all the components for a truly transformational process.

Purpose and Intent

The purpose of this project, known as the "The 1708 Project" or hereinafter "Project" (Appendix C), is to buy (Appendix B) and convert this abandoned, run-down, multi-family, rental duplex into a single-family, owner-occupied home, thereby increasing the number of single-family, owner-occupied homes available in Stevens Point.

The intent, as a non-profit Developer, is ensuring that neither a profit nor a loss occur with this Project. The hope is that a significant amount of resources can be invested into this conversion, including a substantial amount of donated "sweat equity", while keeping the sale price as low as possible so that a first-time home-buying family with modest resources can afford to purchase the property. If done well, the selling price of the newly refurbished home can be kept below the after-construction appraised value.

Overall Plan

The overall plan is as follows:

1. Purchase the land and improvements at 1708 Elk Street (Property) [accomplished];
2. Find a first-time home owner buyer of modest resources who provides input for the conversion plan and donates "sweat equity";
3. Convert and renovate the house into a modern, safe, comfortable single-family home ();
4. Place a deed restriction on the property guaranteeing that it will remain single-family and owner-occupied into the future;
5. Sell the Property to a first-time, low- to moderate-income buyer at *net conversion cost*¹.

Raw Material

The house at 1708 Elk Street is a 1,200 sq. ft., two story, 3 bedroom, and two bathroom house originally designed and built as a single family home around 1921 on Monroe Street (Appendix D). In 1950 the dwelling was moved from its original location at 204 Monroe St. to 505 Elk St. and placed on a new (then) foundation. In 1965 the address of the Property was changed to 1708n Elk St. The Property is zoned in the Stevens Point "R-3" Single and Two Family Residence District. It sits on a narrow, but deep, 50' x 150' lot.

There is two vehicle garage, and a small yard in the back.

¹ "Net conversion cost" is the actual cost to the Developer for purchasing and converting the property, accounting for construction and administrative costs, as well as income such as grants, other income, donated labor, etc.

History

In 1923 Luke and Mary Polotnik moved into the house on Monroe Street with their 3 children. It appears they rented the house until they bought it from Erma Golla in 1935 and continued living there for another two years raising their children. Eventually Alois Kirsling bought the house in 1948, and then, due to street construction on Church/Division Streets, commissioned Nachowakon Moving Company to move the house to Elk Street to be a rental property. Ultimately, the property was purchased by Atlas Properties from Portage County on a tax foreclosure in 2019. There have been some improvements made to the house over the years, for instance, the dwelling was re-roofed in 2022. In order to convert the property back to a livable, single-family home the rooms in the dwelling are being redesigned. (Photos and Floor Plans, Appendix E)

The Conversion Plan

The plan is to invest almost \$187,000 in construction costs (Appendix F) to convert and renovate the dwelling on the outside by: replacing the windows; installing new siding, upgrading the electrical system by burying the main electrical service, removing the back outside staircase and enclosure; building upper and lower back porches, revitalizing the front porch, rebuilding the garage, replacing the concrete driveway, and so forth.

On the inside by: removing one each of the double gas and electric meters; replacing the electrical system with new wire and fixtures; installing all new plumbing; installing all new HVAC system; installing a new electric water heater; removing the unneeded brick chimney; installing a kitchen, two bathrooms, three bedrooms, a dining room, and a living room; and so forth.

The estimated net conversion cost (purchase price of \$59K, plus administration costs of \$30K, and estimated construction costs of \$186.5K) is approximately \$275.5K (Detailed Estimates, Appendix F). Subtracting the City's Conversion grant of \$50K, results in a sale price of approximately \$225.5K. The current assessed value of the Property is \$103.7K (Appendix A). It is estimated the FMV of the Property upon completion of the conversion and renovations will be approximately \$280K. (A pre-renovations "construction" appraisal, as well as a project completed appraisal, will be conducted soon by Brian Haferman of Haferman Appraisals in conjunction with the construction LOC loan application with Simplicity Credit Union. These appraisals should verify these estimates.)

Conversion Status

This Property currently remains a duplex, however with conversion to a single-family well on the way. Here are some of the work that has been accomplished to date:

- Removed the dilapidated and unsafe boardwalk behind the house;
- Removed the unnecessary brick chimney.
- Removed the unneeded back stairway and shelter.
- Began to remove the cement tile siding.
- Began to remove broken and loose driveway concrete.
- Shored up the main structural floor beam (thus leveling the floors) running the center of the house.
- Installed major structural beam in the living room.

The next projects will be to: bury the electrical main service cable; hook up and turn on the water; remove all cement siding tiles and old cedar siding; place/replace all windows; install new siding. .

Project Construction Elements

This major conversion and renovation Project has more than 35 identified construction elements needing to be accomplished in order to convert the rental duplex into a comfortable family home. These project elements then have been grouped together based on their type of construction in the house: 1) conversion and 2) renovation. Happily these two project element groupings fit nicely into 2 categories based on funding type:

- Multi-Family Rental Conversion Grant (MFRCG) Program elements (conversion); and
- Project (owner, Developer) Financed Renovation elements (renovation).

In order to best present information and data relating to this Project (budgets, timetables, task lists, etc.), all project tasks and elements have been organized around these two groupings.

About the Developer

John W. (Jack) Friess and Jeanette A. (Reynolds) Friess (the “Friess”) have been partnering as a married couple since 1971. They raised their two adopted sons in the rebuilt and renovated student rental house on College Avenue they bought in 1975. They now are raising their two grandchildren, Blake (11) and Emma (9), which they’ve been doing now for eight years.

The Friess’ both hold Master’s degrees; Mr. Friess in Communication, and Mrs. Friess in Elementary Education. Both completed careers in education at the Pacelli Catholic Schools, where their children attended, and the grandchildren currently attend, and where Mrs. Friess still substitute teaches.

The Friess’ are motivated to organize this development endeavor primarily because of a single condition: In the 1980’s, when they were raising their first family, their neighborhood on College Avenue, due to the high percentage of single-family homes, was teeming with children, 22 in fact. Now, due to the conversion of many of those homes to duplexes and student boarding houses, there are only 3. So they are asking, why not buy and convert back to single-family some of these student rental properties and bring back more children to the neighborhood? While this property is not on College Avenue, it will bring another family to this quaint family-oriented neighborhood.

Mostly, the Friess’ are uniquely qualified as “conversion developers.” Over the decades they rebuilt/renovated with their own hands their own 1880s, student rental house converting it back to a single-family home. They also successfully completed and sold to a 3-generation family a conversion on Bukolt Avenue, the 516 Project, which received a MFRCP grant. This puts the Friess’ in a great position, having the vision, resources, and skills needed, to take houses and convert them back to being comfortable, modern family homes. The couple is dedicated to working on a non-profit basis, committed to purchasing, renovating, and selling “at cost” to first-time-buyer families with modest resources houses that are currently being rented as duplexes or student rooming houses.

Personnel

Because this a non-profit project where keeping cost down while maintaining quality of workmanship and compliance with national, state, and local building codes, it is extremely important to choose the right people for the job. It is essential that the major professionals/contractors chosen understand the goals and objectives of this Project, and can work closely, as in an intimate partnership, with the Developer and volunteers who will help to keep the labor costs down. This is not a Project that can succeed as envisioned by engaging unknown and unproven, low-bid contractors. The contracted personnel must be willing to be generous with their labor, perhaps even as generous as the Developer. Based primarily on this principle, the following professionals are selected:

Designer/Engineer: John Doland of JAD Architecture

Lead Builder: Andrew Lehman of Cardinal Home Builders, LLC

Master Electrician: Tim McCarville of Hillside Services, LLC

Master Plumber: Jimmy Isherwood of Chet’s Heating and Plumbing

Sub-Contractors

Certain portions of the renovations will require contracting with specialist/professionals, e.g. floor refinishing, gutter installation, HVAC System, etc.. Where possible, two bids will be obtained from local contractors in order to determine the best materials and services available for the money.

Volunteers

The major and primary volunteer for this Project is Jack Friess, owner, Developer, Dwelling Contractor Qualifier, and Registered Electrician, who will be donating his time and effort (totaling approximately \$30K) based on his substantial building and electrical skills and experiences. Mr. Friess has been doing construction, renovation, and electrical work since 1968, and before that, as an “apprentice” to his father, an electrical engineer who designed and built his own home in eastern Wisconsin. Mr. Friess, with the help from his father and father-in-law, completely redesigned, gutted, rebuilt, and renovated the Friess’ home on College Avenue. Recently, Mr. Friess acted as “general contractor” and performed construction and electrical services for these home projects: a major \$80K addition; a \$25K complete revamp of the home’s electrical system in conjunction with the installation of a \$50K whole house backup grid-tied solar system; an \$18K construction project building a solar dormer addition; and installed, under the direction and supervision of BMW Electric, a Level-2 EV charging station attached to their house. Moreover, Mr. Friess successfully guided The 516 Project to a conclusion, donating more than \$30K of professional and non-professional services. All this experience over many decades qualifies Mr. Friess to perform developer, “general contractor”, construction and electrical assistant duties required as part of this Project. Even so, Mr. Friess will be conducting **all** volunteer work activities under the direction supervision of the Lead Builder, Master Electrician, and Master Plumber.

In addition to Mr. Friess, when available, the Project will utilize donated labor of other skilled and unskilled volunteers. The main sources of volunteer labor are: the new home owner/buyer, providing 100 hours of “sweat equity”, and other relatives and friends of the Developer and new home owner.

Finances

The finances related to purchasing and renovating the house (Appendix F) will be based on the following:

1. Developer purchased the house for approximately \$59K (Appendix B), paying cash through a line of credit mortgage (Appendix G14) on their principal residence at 1917 College Avenue.
2. Conversion, renovations, and improvements to be completed for approximately \$186K (Appendix F) by October 1, 2027, the upfront costs financed through the same line of credit (Appendix G14).
3. In addition, the Developer will obtain a line of credit construction loan through Simplicity Credit Union for \$100K
4. Developer to provide significant volunteer construction labor amounting to approximately \$30K, and to provide approximately \$75K in upfront cash for conversion and renovation expenses, \$50K of which are reimbursed by City grant funds.
5. The Developer and/or other volunteer(s) to supplant other labor costs (cleaning, painting, etc.) through donated labor.
6. The City Community Development department to provide \$50K through the “Multi-Family Rental Conversion Grant Program” (“MFRCG”) to reimburse Developer for some out-of-pocket conversion costs.

Timeline

This dwelling, to say the least, has very major needs to convert it into a comfortable single-family home. We expect, since there is unrestricted access because it is vacant and uninhabitable, that the conversion and renovations can be completed in 18 months, by the fall of 2027.

Summary and Conclusion

The goal of taking this long neglected, duplex rental house and converting it to a nice, single-family, owner-occupied home will take quite a bit of time and resources. This proposal contains the plan that can accomplish the goal if there is the will to implement it. We are committed and stand ready to proceed. We ask others to please step up to help us make this a family “dream home” for a first-time owner who could not otherwise achieve home ownership.

Appendices

Appendix A	2025 Property Records for 1708 Elk Street
Appendix B	Proof of Ownership
Appendix C	Project Informational Brochure
Appendix D	Property History
Appendix E	Property Plans (Photos and Floor Plans)
Appendix F	Summary of Project Cost Estimates
Appendix G	Rationale for Four Requested Exceptions
Appendix H	Grant Requirements Conformity Documentation
	1. Grant Requirements Conformity Checklist
	2. Pre-Application Meeting (with C. Klesmith on 5/21/26)
	3. Property Ownership (Appendix B)
	4. Property Occupancy (Appendix G)
	5. Zoning Qualification
	6. Previously Single-Family (Appendix D)
	7. Property Taxes & Utility Records
	8. Plans to Convert to Single-Family (Proposal, p.1)
	9. Contractor licenses
	10. Two Cost Estimates (Appendix G)
	11. Building Permit & Application
	12. Homeowner's Insurance
	13. Pre-Inspection (by S. Omernik on 6/3/26)
	14. Adequate Funding
	15. Completion in 180 days (Appendix G)
	16. Grant Limited to \$35K (Appendix G)

2026 Property Records for City of Stevens Point, Portage County

Tax key number: 281-24-0832300120

Property address: 1708 Elk St

Owner: Atlas Apartments, LLC
C/O Schultz Property Mgmt
PO Box 804
Stevens Point, WI 54481-0804

Zoning: R1-I1
Traffic / water / sanitary: Light / City water / Sewer
Legal description:

Summary of Assessment			
Land			\$13,200
Improvements			\$90,500
Total value			\$103,700

Land						
Qty	Land Use	Width	Depth	Square Feet	Acres	Water Frontage
1	Residential	50	96	4,800	0.110	None

Residential Building				
Year built:	1910	Full basement:	600 SF	
Year remodeled:		Crawl space:		
Stories:	2 story	Rec room (rating):		
Style:	Residence Old Style	Fin bsmt living area:		
Use:	Single family	First floor:	600 SF	
Exterior wall:	Asbestos/asphalt	Second floor:	600 SF	
Masonry adjust:		Third floor:		
Roof type:	Asphalt shingles	Half story:	0 SF	
Heating:	Gas, forced air	Finished attic:		
Cooling:	No A/C	Unfinished attic:		
Bedrooms:	3	Unfinished area:		
Family rooms:		Open porch	40 SF	
Baths:	2 full, 0 half	Enclosed porch	120 SF	
Other rooms:	4	Enclosed porch	120 SF	
Whirl / hot tubs:		Enclosed porch	88 SF	
Add'l plumb fixt:	3			
Masonry FPs:				
Metal FPs:				
Gas only FPs:				
Bsmt garage:				
Shed dormers:				
Gable/hip dorm:		Percent complete:	100%	

building assessed value is \$85,600



# of identical OBLs: 1		Other Building Improvement (OBI)			Photograph
Main Structure		Modifications (Type, Size)			
OBI type: Garage	Width: 20 LF	Grade: D	Condition: Average % complete: 100% Assessed \$: \$4,900		
Const type: Detached, frame or cb	Depth: 20 LF				
Year built: 1910	Flr area: 400 SF				

Sales History		
Date	Price	Type

Building Permits			
Issued	Permit #	Purpose	Completed
5/23/2022	20220625	Exterior renovations	\$26,000
5/3/2000	29106	Furnace Installed on 2nd floor	\$2,500 5/3/2001

923364

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
06/05/2026 12:30 PM

REC FEE: 30.00
TRANSFER FEE: 176.40
PAGES: 1
FEE EXEMPT:

Document Number

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Name

THIS DEED, made between

Atlas Apartments, LLC

("Grantor," whether one or more), and

John W. Friess and Jeanette A. Friess, husband and wife, as survivorship marital property

("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Portage County, State of Wisconsin ("Property") (If more space is needed, please attach addendum):

North One-half (N1/2) of Lot 219 and the South 20 feet of the East 60 feet of Lot 218, Block 39 of Strong Ellis and Other's Addition, City of Stevens Point, Portage County, Wisconsin.

Recording Area

Name and Return Address:

Knight Barry Title

2008 County Road HH

Plover, WI 54467

281-24-0832300120

281-2887-354-0000

Parcel Identification Number (PIN)

This is not homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of 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 the Grantor's (Seller's) Real Estate Condition Report, if any, and in the Offer to Purchase for the Property between the Grantor and Grantee, if any, and general taxes levied in the year of closing and will warrant and defend the same.

Dated: 6-5-2026

Atlas Apartments, LLC

BY:

Keaton Schultz
 Sole Member

AUTHENTICATION

Signature(s): Atlas Apartments, LLC authenticated on

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Pat Hugunin Scrivener / 2406436
 Knight Barry Title Services LLC
 2008 County Rd HH, Unit 2008
 Plover, WI 54467

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF Ozaukee

The instrument was acknowledged before me on this
5 day of June, 2026, by Keaton
 Schultz, Sole Member (the signer).

The signer was:

☒ physically in my presence OR
☐ in my presence involving the use of
 communication technology

Notary Public:

Notary Public Printed Name: Hilary J. Schoenberger

Notary Public, State of Wisconsin

My commission (is permanent)(expires: 10/29/2026)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures

About the Developer

We have owned our home on College Avenue, Stevens Point since 1975. Having renovated over the decades our own 1880s, student rental house into a single-family home, we feel we are in a good position and possess the vision, resources, and skills needed to take houses and convert them back to being comfortable, modern single-family homes. We work on a non-profit basis, committed to purchasing, renovating, and selling at cost to buyers with modest resources houses that are being rented as duplexes or student rooming houses.

Our intent as a non-profit developer is to ensure that neither a profit nor a loss occurs with a project. The hope is that a significant amount of resources can be invested in renovations, including a substantial amount of "sweat equity", while keeping the sales price low so that new homeowners can afford the purchase. If successful, the selling price of a newly refurbished home can be kept well under the subsequent fair market value.

We look forward to your ideas and suggestions about how we can make this house a comfortable home for you.

Apply on The Next Project website
(www.friessdevelopment.org/NextProject)

Or call or email: For more information:
Website



Friess Development
Jack and Jeanette Friess
1917 College Avenue
Stevens Point, Wisconsin
715-498-1632
jackfriess@gmail.com

Key Project Elements

- The house was built about 1921, moved from Monroe St. to Elk St. in 1950, and remains structurally sound.
- This long time duplex rental is converted back to single-family home.
- Approximately \$200,000 is invested in the conversion in addition to many renovations to make house a comfortable single-family home.
- A qualified buyer interested in purchasing the property signs an Intent to Purchase indicating a desire to buy the property.
- A Grant is received from the City of Stevens Point to assist with funding the conversion.
- New home owner contributes many hours of "sweat equity" by assisting with the renovations.
- Renovations are completed and the home is ready for the new owners in the Fall of 2027.
- The property is restricted to single-family and owner-occupied.

Major collaborators:

City of Stevens Point Redevelopment Authority
The Jack & Jeanette Friess Family
Pam Skaleski, Prism Real Estate
Andrew and Tom of Cardinal Home Builders
Tim McCarville, Hillside Electrical Services, LLC.
Chet's Plumbing and Heating, Inc.

A Single-Family Home Buying Opportunity

The 1708 Project



1708 Elk Street
Stevens Point, Wisconsin

This project consists of buying this duplex rental property, converting the dwelling into a single-family, owner-occupied home, and selling it at cost to a buyer of modest resources.

This house was built around 1921. It was a single-family home early in its life, but converted to a rental duplex, probably in 1950, when it was moved to Elk Street. Although it is structurally sound, as you can see, it will require extensive renovations to make it ready for family living.

Ready in the Fall 2027
Apply Now

\$220,000 to \$245,000



About the Property

This house is a 1,200 sq. ft., two-story, 3-bedroom, and two bathroom house originally designed and built as a single family home around 1921. The dwelling was moved from its original location at 204 Monroe St. to Elk St. in 1950. The property is zoned in the Stevens Point "R-3" Single and Two Family Residence District. It sits on a narrow, but deep, 50' x 150' lot.

There is two vehicle garage, and a small yard in the back.

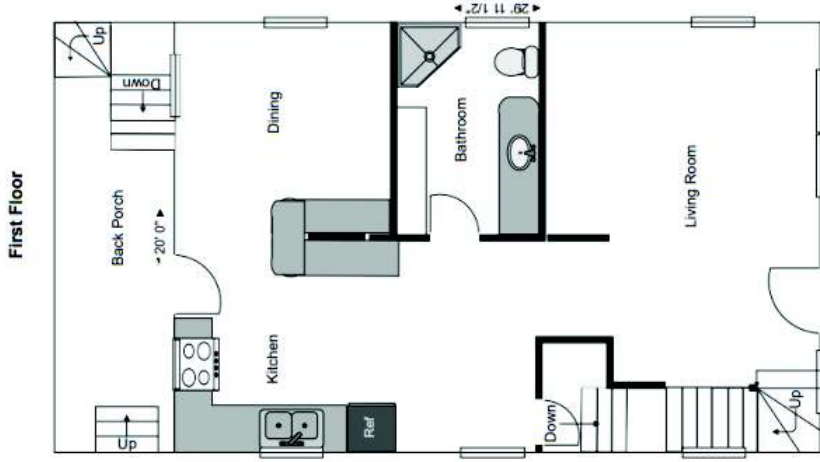
History

In 1923 Luke and Mary Polotnik moved into the house on Monroe Street with their 3 children. It appears they rented the house until they bought it from Erma Golla in 1935 and continued living there for several years raising their children. Eventually Alois Kirsling bought the house in 1948, and then, due to street construction on Church Street, commissioned Nachowakon Moving Company to move the house to Elk Street to be a rental property. Ultimately, the property was purchased by Atlas Properties from Portage County on a tax foreclosure in 2019.

Plan

The plan is to invest almost \$200,000 to convert and renovate the dwelling by replacing the windows and installing new siding, rebuilding the garage, upgrading the electrical system, gutting and replacing ceiling and wall coverings, redesigning, relocating, and rebuilding the staircases, and so forth.

Floor Plan



Buyer Qualifications

- Single-family, low to moderate income.
- Currently renting or without home and desiring home ownership.
- Have or able to obtain funds to cover the purchase price.
- Agree with and willing to conform to the Deed Restriction (see Deed Restriction below)—to live in the house and not to rent it, and to sell only to other single-family, owner-occupied buyers.
- Willing to sign a "Letter of Intent to Purchase" and make an earnest money deposit.
- Willing to volunteer 100 or more hours as non-professional or professional labor (sweat equity) during the renovations. Sweat equity can reduce the purchase price.

Deed Restriction

This property will be covered by a deed restriction regarding conditions of ownership that will remain with the property for twenty years. This restriction is placed on the property by the Developer and is required as a condition to receiving conversion funds from the City of Stevens Point.

The restriction says in part that you will:

1. *Live in the house as family, as long as the property is owned (Single-Family);*
2. *Live in the Dwelling on the property and use it as your primary residence, and occupy the premises at all times (Owner-Occupied).*

The Vision



(Artist Conception)

Friess Development
The 1708 Project
Research Results

Prepared by: JW Friess
June 30, 2026

The following are the results of research done between April 15th and May 7th, 2026 online and at the Portage County Public Library--Charles White for the property at 1708 Elk Street, Stevens Point, Wisconsin. As a result of this research it was discovered that:

1. According to the Stevens Point City Directories, the building currently located at 1708 Elk Street (formerly 505 Elk Street prior to 1965) did not appear as an address before 1950.
2. A search of the building permits issued to 1708 Elk Street over the years revealed an application dated August 23, 1950 "to move dwelling on site and build garage." and "To move building on to (sic) their site from Monroe Street."
3. Internet searches revealed this: "Based on photos of the early 1950's, dwellings and buildings along the Church Street corridor in Stevens Point--including areas near Monroe Street--were removed to make way for the widening of Highway 51."
4. A search of the Sanborn 1939 Collection City of Stevens Point (fire insurance maps) showed a residential lot on the north side of Monroe Street east of Church Street with the address of 204 Monroe Street containing a structure with the footprint and configuration of the dwelling currently at 1708 Elk Street. The same Collection for 1950 shows the same lot without a building.
5. According to the Stevens Point City Directories, the building located at 204 Monroe Street did not appear as an address until 1923; however, 1921 and 1922 directories were not published or are missing.
6. According to the 1920 US Census, Luke & Mary Polotnik lived at 207 First Street, Stevens Point with their 3 children, Mary (6), Mike (3), and Anna (6mo).
7. According to the 1923 Stevens Point City Directory, Lucas and Mary Polotnik lived at 204 Monroe Street as renters.
8. According to land deed records, Erma Golla sold the property at 204 Monroe to Luke and Mary Polotnik in 1935.
9. According to the 1937 Stevens Point City Directory, Luke and Mary Polotnik are listed as the owner and occupier of the property at 204 Monroe Street.
10. According to land deed records, the Polotniks sold the property to S.M.Shafton in late 1937, who sold it to Alois Kirsling in 1948.
11. According to land deed records, a Warrantee Deed was recorded on March 20, 1951 listing Alois Kirsling as new owner of the property (probably just the land) at 505 Elk Street, and the Stevens Point City Directories showing the house occupied (undoubtedly rented) by two families for many years, indicating the property having been "officially" converted to an upper/lower rental duplex.

Based on this research, we reach the following conclusions:

In 1923 (or before) Luke and Mary Polotnik moved into the relatively new house, probably built in 1921-22, at 204 Monroe Street with their 3 children. It appears they rented the house until they bought it from Erma Golla in 1935, and continued living there for two years raising their children. Eventually Alois Kirsling bought the house in 1948, and then, due to street construction on Church/Division Streets, commissioned Nachowakon Moving Company to move the house to Elk Street. There the property was converted to an upper/lower duplex and continued as such until 2019 when it was purchased by Atlas Properties from Portage County on a tax foreclosure and took it out of circulation for renovations, which were never completed.

Friess Development
The 1708 Project
House Plans

Prepared by: JW Friess
6/30/2026

Front of House

Before

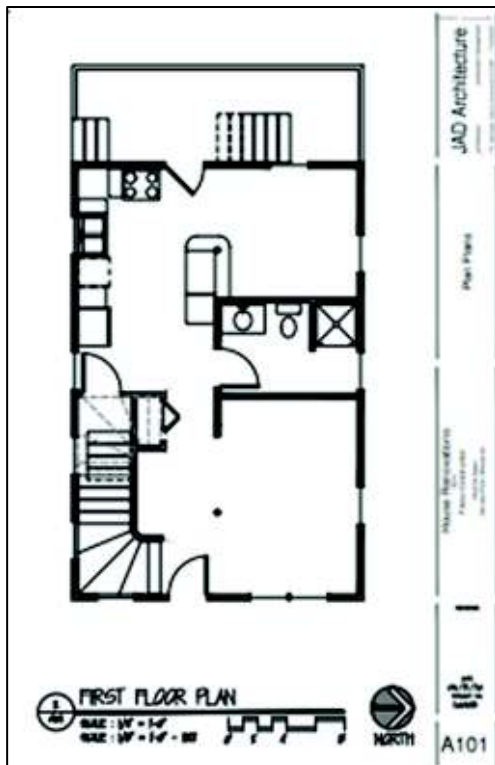


After

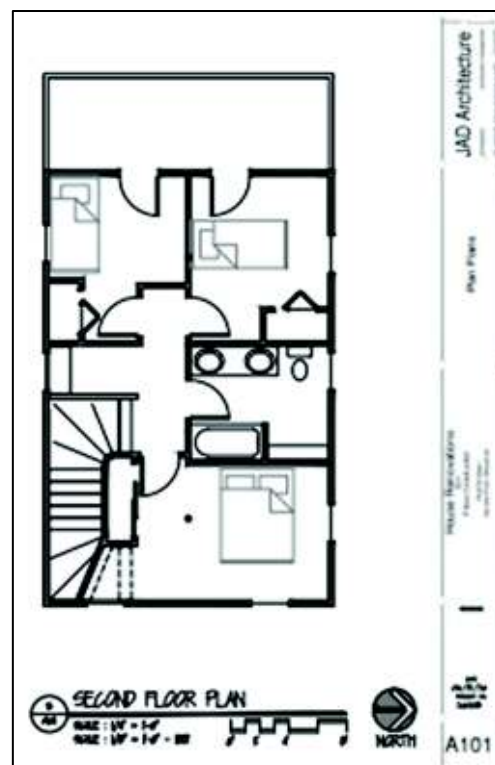


Floor Plans

First Floor



Second Floor



The 1708 Project
Project Elements and Associated Costs
Projected Construction Expenses

Prepared by: JW Friess
May 25, 2026

5,000	Commission engineering plans/blueprints
8,000	Convert and upgrade the electrical system
3,000	Install new partitions to create new room arrangement
3,000	Install 2nd floor egress doors and egress window
9,000	Place drywall, tape, and mud all walls and ceilings
4,000	Rebuild inside basement staircase
6,000	Relocate and build 1st floor bathroom
4,000	Install new water and waste pipes
2,000	Reconfigure utility meters (water & gas)
12,000	Install new heating and cooling system
1,000	Remove back external staircase and shelter
3,750	Install new siding (back)
6,000	Build first and 2nd floor back porches
1,000	Remove chimney
2,000	Landscape around house to channel water away from foundation
1,000	Remove hedge on north side; landscape lawn
4,000	Install gutters and downspouts
14,000	Install vinyl windows and doors
2,000	Referbish outside basement stairs
3,000	Referbish front porch
5,000	Move and build inside staircase
4,000	Insulate walls and attic
2,000	Install lower ceiling joists
3,000	Paint entire dwelling
5,000	Recondition floors
3,000	Install trim (casings, baseboards, etc.)
6,000	Install new kitchen and laundry
5,000	Purchase and install new appliances
6,000	Relocate and build 2nd floor bathroom
10,000	Demolish and rebuild the garage
3,500	Remove and dispose of siding
11,250	Install new siding (front & sides)
10,000	Replace driveway
4,000	Dispose of construction/demolition materials
	Replace water and sewer laterals?
15,000	Additional costs
186,500	Total Construction Costs
	66,750 Eligible Grant Expenses
30,000	Administration
216,500	TOTAL Costs
58,750	Purchase
275,250	GRAND TOTAL Costs
-35,000	City Grant (minus)
240,250	Selling price
280,000	Projected Fair Market Value
-39,750	Above (+) or Below (-) FMV
	186,500
	Cost by Contractor
	Electrician 8,000
	Plumber 6,000
	Builder 99,500
	HVAC 12,000
	Special 27,000
	Other 34,000

Friess Development
The 1708 Project
Rationale for Requested Exceptions

Prepared by: JW Friess
July 1, 2026

The Multi-Family Rental Conversion Grant Program (Program), for good reason, has numerous requirements of home owners in order to qualify for a grant. However, some of the requirements are not compatible with, or are too restrictive of, the operating methods of Friess Development. We respectfully request the Program administrators grant exceptions to these listed requirements for this Project, The 1708 Project, for the following reasons:

1. Completion Time: The Program requires the conversion construction be completed in 180 days. Because this Project involves the renovation of an entire dwelling that is currently uninhabitable (has been gutted, has no utilities, needs structural repairs, and needs the reconstruction of the entire inside, we respectfully request the construction period be extended to 18 months--that is, to be completed in the fall of 2027.
2. Occupancy: The grant requires that the "Property must be occupied or vacant for less than 12 months of a legal pre-existing use." First, this Property has been vacant for at least the last five years, and uninhabitable (with the inside gutted and utilities shut off) for at least the past four years. Since the Property will not be considered habitable until the final inspection has been conducted and the Property signed off "prior to occupancy", it will be impossible to occupy the dwelling. And second, the owners of the Property, Jack and Jeanette Friess dba Friess Development, do not actually occupy a residence during conversion and renovation, rather rent out habitable areas to the future owner on a rent-to-buy option. But most importantly, we treat the Property as if it were our own, are on-site normally every day, and consider changes in the same light as if we lived in the home, often asking the question: Would we be willing to live in this house if we made this conversion or renovation change? We feel this approach more than meets the spirit of this owner-occupied requirement.
3. Estimates: The Program requires that "Two cost estimates from licensed contractors or approved suppliers." be obtained prior to commencing work. The nature of this non-profit program, Friess Development, because of the amount of volunteer labor involved, requires special relationships with professional contractors that allow flexibility and cooperation on the professional's part. Since all the key work done by the chief professional contractors is based on "time and materials", we believe it is less important to get other estimates, as the working relationship with the lead professionals is of dominant importance in order to schedule work in a timely manner allowing for volunteer labor to inter-face with the professional's work. We request for the work of the major contractors (Designer/Engineer, Lead Builder, Master Electrician, and Master Plumber) be exempt from the requirement to obtain estimates from other professionals. However, we would obtain multiple estimates from other "sub-contracting" work to be done (floor refinishing, gutter installation, etc.).
4. Grant Amount: The Program allows for "Up to \$35,000 for each property conversion." Since this conversion involves such a huge amount of conversion and renovation construction work and expense (upwards of \$187K) of which there are \$66,750 in grant qualifying projected conversion expenses, and mostly, in order to keep the sale price as low as possible, we request a grant amount of \$50K. Of course, as was done with The 516 Project, any conversion elements that come in under-budget would be not used and "returned".

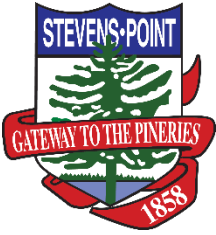
Friess Development
The 1708 Project
 Grants Requirements Conformity Checklist

Prepared by: JW Friess
 7/1/2026

Each grant has specific requirements that need to be met prior to applying for and receiving reimbursement funds to compensate for conversion and/or renovation expenses. The meeting of these requirements is documented here along with the supporting document which provides proof the requirements have been met.

MFRCG Program

Status	Requirement	Documentation
✓	Pre-application meeting with staff. (Klesmith).	May 21, 2026
✓	Proof of property ownership.	Appendix B
	Proof of property occupancy.	Exception Requested
✓	Non-conformity of current zoning requirements.	Appendix L7
✓	Property originally constructed or was previously a single-family home.	Proposal, pp.1-2
✓	Current on municipal taxes and utilities.	Appendix L9, L10
✓	Plans to convert property to owner-occupied, single-family dwelling.	Proposal, p.1
✓	Pre-approval of construction plans.	May 21, 2026
✓	Contractors licensed and insured.	Appendix L11
	Two cost estimates from licensed contractors or approved suppliers.	Exception Requested
✓	Building Permits required.	Appendix L12
✓	Proof of current homeowners insurance.	Appendix L4
✓	City pre-inspection completed by Scott Omernik.	June 3, 2026
✓	Evidence of ability to fund and complete the project.	Appendix L3
	Conversion completed in 180 days.	Exception Requested
	Grant limited to \$35K.	Exception Requested
		Appendix G17



Memo

Chris Klesmith
Neighborhood Planner / Economic
Development Specialist

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

To: Redevelopment Authority of the City of Stevens Point
From: Chris Klesmith
CC: Jarod Kivela
Date: July 14, 2026
Subject: Discussion and Possible Action on a Housing Modernization Loan request from Beant Singh for a project located at 700 Michigan Avenue (PIN 281240828301423)

Commissioners -

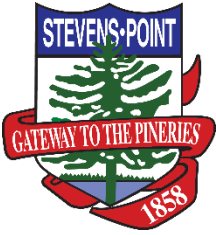
Staff received a loan request from Beant (Bobby) and Rebecca Singh, owners of 700 Michigan Avenue, to assist in replacing the concrete driveway serving their property. The Singh's have submitted a complete loan application package verifying that they own the property, the property is below the maximum property value, driveways are an eligible expense, and the quote provided indicates that the project is above the minimum expense (estimated near \$14,000). The applicants have also provided proof of income, indicating that the household income is above the program limits for a household of four, as provided in the program description and application, below:

Household size	1	2	3	4	5	6	7	8
80-120% Income Range	\$54,800 - \$82,200	\$62,600 - \$93,900	\$70,450 - \$105,700	\$78,250 - \$117,400	\$84,550 - \$126,850	\$90,800 - \$136,200	\$97,050 - \$145,600	\$103,300 - \$154,950
60% Income Limit	\$41,100	\$46,950	\$52,850	\$58,700	\$63,400	\$68,100	\$72,800	\$77,500

The applicant is requesting an exception to this income limit as the household income exceeds the maximum by roughly \$17,000. Staff have received, processed, and approved one other loan application this year to date. Three other loans are in the pipeline, two of which have been in process for a year or more (\$80,000 expected, total). Currently, the program has \$71,936.54 not committed to other projects. Should this application be approved, it is estimated that the cash balance will be reduced to \$57,936.54. The applicant has indicated that they would prefer a 60-month term, and the fund would be anticipated to be receiving monthly principal payments of roughly \$2,300 to replenish the program and support future applications. Should the program not have funds to approve an application, staff will begin to process applications in a first-come, first-served basis or request additional funds be allocated to the program.

Staff Recommendation: Staff recommend that the commission approve the loan application provided by Beant and Rebecca Singh for the project located at 700 Michigan Avenue (PIN 281240828301423).

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



Memo

Chris Klesmith
Neighborhood Planner / Economic
Development Specialist

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

[715] 341-4171 | cklesmith@stevenspoint.com

To: Redevelopment Authority of the City of Stevens Point
From: Chris Klesmith
CC: Jarod Kivela, Mayor Wiza, Common Council
Date: July 14, 2026
Subject: EPA Brownfields Grant Award and Next Steps

Commissioners -

Staff received notice in late June that the Redevelopment Authority of the City of Stevens Point was awarded \$3,964,223 to remediate contaminated soils on portions of the Shopko site. Following the award notice, staff have been required to submit work plans and additional documents by July 23rd. The award period begins on October 1, 2026 and lasts four years. The completed work plan is included in this memo. If you have any questions regarding the extent of the contaminated soil, the extent of this cleanup, and rationale for why this remediation route was selected, please request the site investigation report and the draft Analysis of Brownfield Cleanup Alternatives (ABCA).

The following is a summary of the activities to be completed and when staff expect projects to commence on the Shopko site, assuming that development agreements are upheld:

- The RDA will procure a Qualified Environmental Professional by October 30th via RFP
- A Community Involvement Plan will be created, and the first public meeting will be held by December 31st
- The ABCA, remaining site investigation, and Quality Assurance Project Plan (QAPP) will be completed by March 31st, 2027
- A remediation contractor will be procured by March 31st, 2027
- Implementation of the cleanup plan will take place as projects are prepared, including:
 - Construction of Strongs Avenue between Centerpoint Drive and Main Street, College Avenue between Church Street and Strongs Avenue, Church Street between Main Street and College Avenue (2027)
 - Construction of the Bus Transfer Center (2027-2028)
 - Construction of a residential/mixed use project on the northwest corner of the site (projected to start 2028, cleanup complete as early as December 31st, 2028); this item will be discussed in the following agenda item
- Reporting will occur quarterly, annually, and following cleanup activities and partial case closure

The City was also awarded \$500,000 for Community Wide Assessment of Brownfields which will be administered by the same staff. These funds will assist in the redevelopment planning of key sites, including, but not limited to, those identified in the Downtown Targeted Area Master Plan, and this body will serve as the Brownfield Advisory Committee.

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

Redevelopment Authority of the City of Stevens Point
1515 Strongs Avenue
Stevens Point, Wisconsin 54481-3543

U. S. Environmental Protection Agency
Brownfield Cleanup Grant Program
Work Plan

Former Shopko Redevelopment Site
1200 Main Street, Stevens Point
Portage County, Wisconsin 54481

June 26th, 2026

This project supports EPA Pillar 1: Protect Clean Air, Land, Water for Every American. Specifically, the recipient will carry out cleanup activities to encourage revitalization and reuse of brownfields sites. Project Period is 4 years.

Catalog of Federal Domestic Assistance Number (CFDA): 66.818
RFP Number: EPA-I-OLEM-OBLR-25-07

Project Contact:
Christopher Klesmith, Economic Development Specialist
1515 Strong's Avenue,
Stevens Point, Wisconsin 54481-3543
Phone: (715) 341-4171
Email: cklesmith@stevenspoint.com

Project Period: 10/01/2026 - 09/30/2030

Proposed Outputs and Outcomes

Grant funds will be used to initiate environmental remediation of hazardous substances contamination located within 4.51 acres of the former Shopko Site, a 7.21-acre site located at 1200 Main Street in the City of Stevens Point (“the City”).

The primary expected outcome is the eventual cleanup and redevelopment of the entirety of the property. The City and its Redevelopment Authority (“RDA”) have approved a conceptual plan for the site, including 90-145 housing units, 30,000 square feet of retail space, public park or plaza, and a bus transfer center to assist revitalization of the City’s historic Downtown district. These features will work together to provide additional customer base for the retail-centric district, improve the use of the City’s public transportation, reduce the amount of land unnecessarily consumed by surface parking, improve accessibility to the Downtown by the City’s northern neighborhoods, provide a vibrant environment for residents to live within, and improve the visitor experience. The conceptual plan also integrates significant urban tree canopy in accordance with the City’s tree management plan. Since the adoption of this plan, the City and its RDA have entered into a development agreement for one of the development sites, drafted plans for right-of-way reconfiguration, and initiated the design for the bus transfer center. Grant funds will help complete these first three projects of the redevelopment plan, including the construction of a bus transfer center, multifamily residential property and childcare center, and improved street and utility infrastructure for future development.

Introduction and Environmental Results

The United States Environmental Protection Agency (U.S. EPA) has awarded the Redevelopment Authority of the City of Stevens Point, Wisconsin, a Brownfield Cleanup Grant to conduct remediation activities associated with 4.51 acres of the 7.21-acre former Shopko Site located at 1200 Main Street in the City of Stevens Point. The \$3,954,223 grant will be dedicated to removing hazardous substances contamination from the site.

The target property (“Property”) consists of five parcels that were initially developed as small commercial and residential properties situated near a network of industrial properties. In the 1970’s, the Centerpoint Mall was constructed, removing many of these small commercial and residential properties for a major commercial redevelopment, including the Shopko department store. Shopko declared bankruptcy in 2019 and shuttered its doors two months later. The City utilized USEPA-awarded FY19 and FY22 Community Wide Assessment funds to conduct pre-purchase due diligence between 2020 and 2024. Phase II Environmental Site Assessments and Site Investigation of the Property identified widespread contamination, **including Resource Conservation Recovery Act (RCRA) metals, volatile organic compounds (VOCs), chlorinated VOCs (CVOCs) including tetrachloroethene (PCE), and polycyclic aromatic hydrocarbons (PAHs) in soil exceeding cleanup standards for direct contact exposure and/or groundwater protection limits for non-industrial sites.** PAHs were also detected in the soil in excess of cleanup standards for industrial sites. Groundwater ranges in depth from 10 to 14 feet below grade and contains petroleum and CVOCs such as PCE and its daughter products. **The concentration of VOCs detected in both soil and groundwater poses a vapor intrusion concern and will require the installation of a sub slab depressurization system (SSDS) for any future developments. Furthermore, soil containing VOCs is not suitable for reuse on-site and will require landfilling once excavated.** Identified contamination is a product of historical commercial uses (i.e., multiple filling stations, automotive repair shops, print shop, and laundry/drycleaner businesses) formerly on or adjacent to the Target Property as well as historic fill.

The City acquired the Target Property through simple purchase in November 2023 and November 2024. In the Summer 2024, the City razed the ~90,000ft² former Shopko building, leaving behind a large vacant grass covered lot and asphalt parking space. Given the planned reuse of the site for residential, commercial, and public transit, cleanup activities are needed to address contamination that poses a risk to human health and welfare. The Target Property is currently owned by the RDA who acquired the Property from the City in August 2025 to better position the site for redevelopment.

Project Overview

U.S. EPA has awarded the RDA of the City of Stevens Point \$3,954,223 for the cleanup of hazardous substances in 4.51 acres of the former Shopko Site. **The project involves the removal and offsite landfill disposal of impacted soil from the Property.** Prior to the commencement of cleanup activities, a Remedial Action Plan will be prepared for Wisconsin Department of Natural Resources (WDNR) review and approval. RDA staff have been in communication with the WDNR project lead regarding the prospective cleanup activities and remaining site investigation work necessary for adequate cleanup of the site for the proposed uses. **Cleanup activities are expected to include the disposal of approximately 18,782 cubic yards (CY) of impacted soil, the import and placement of approximately 9,700 CY of clean soil granular backfill material in utility excavations, 3,100 CY of clean soil for engineered soil caps, 5,950 CY of gravel road base, ~22,000 square feet of sidewalk hardscape surface as impermeable cap, ~13,000 square feet of concrete and asphalt located at the bus transfer center on Lot 1, and the design of a sub-slab depressurization system (SSDS) to prevent the risk for vapor intrusion into the multi-family residential structure.** Contaminated materials will be transported to a licensed facility capable of meeting applicable disposal requirements.

The following tasks comprise the Redevelopment Authority of the City of Stevens Point Cleanup Grant project:

1. Program Management
2. Cleanup Oversight
3. Cleanup
4. Community Outreach

Management and Coordination

Project management and grant administration responsibilities will be handled by Christopher Klesmith, the Neighborhood Planner and Economic Development Specialist for the City of Stevens Point. As the Neighborhood Planner and Economic Development Specialist, Mr. Klesmith oversees the creation and implementation of numerous targeted area plans and economic development initiatives for the City and its Redevelopment Authority. Mr. Klesmith coordinates projects extensively with the directors of multiple departments of the City to ensure efficient and accurate completion, including Jarod Kivela, Director of Community Development, Scott Beduhn, Director of Public Works, Joel Lemke, Director of Public Utilities and Transportation, and Corey Ladick, Comptroller-Treasurer for the City. During his employment with the City, Mr. Klesmith has coordinated the completion of the City's EPA FY22 Community Wide Assessment award and adoption and implementation of the City's Downtown Targeted Area Master Plan, bringing multiple new redevelopment projects on brownfield sites into their planning phases. Mr. Klesmith has supported the redevelopment of other major sites, including the former Sisters of Saint Joseph Convent and former K-Mart site. Mr. Ladick will assist Mr. Klesmith with the financial management of the grant. Additional support staff include a city planner, city engineer, city surveyor, utilities superintendent, GIS specialist, and administrative professionals.

Work to be Performed

The schedule presented in the task tables below assumes that the cooperative agreement with U.S. EPA will be executed in the Fall of 2026. After the execution of the cooperative agreement, the RDA will issue a Request for Proposals to identify and procure the services of a qualified environmental consultant. It is anticipated that the RDA will engage in a professional service contract with the selected consultant by the end of 2026.

Task 1: Program Management

Implementation activities include:

- Procure and manage contracts of a Qualified Environmental Professional (Q1 FY 27)
- Procure Remediation Contractor (Q2 FY27)
- Prepare quarterly financial reports (Jan 30, Apr 30, Jul 30, Oct 30 each year, beginning Jan 30, 2027) and annual financial reports (by Oct 30 each year)
- Updates to ACRES database
- Attendance of two EPA National Brownfield Conferences (first expected Q3 27)
- Preparation of grant closeout report; grant closeout is expected to be no later than December 30, 2029 (Q1 FY30)

Deliverables: Qualified Environmental Professional and Remedial Contractor procurement, twelve quarterly reports, three annual financial reports, and one grant closure report.

Task 2: Cleanup Oversight

Implementation activities include:

- Finalize Analysis of Brownfield Cleanup Alternatives (ABCA); preparation of the QAPP; abandonment of monitoring wells; completion of waste characterization sampling and development of waste profiles; preparation of the Remedial Action Plan (RAP) and, if needed, Materials Management Plan (MMP) (Q1 and Q2 FY27);
- SSDS design; develop bid specifications and secure permits (Q2 and Q3 FY27);
- Oversee cleanup activities and Davis-Bacon Act (DBA) compliance (Q3 FY27 through Q1 FY29)
- Complete DBA compliance records concurrent with Task 3;
- Prepare Construction Documentation Report (Q3-Q4 FY28)
- Submit environmental case closure request (Q1 FY29).

Deliverables: Final ABCA, QAPP, well abandonment documentation, waste profiles, RAP/MMP, SSDS design, bid specifications, permits, DBA compliance documentation, and case closure request documents.

Task 3: Cleanup

Activities include the implementation of the cleanup plan described in the Project Overview from Q1 FY27 through Q1 FY2030, including:

- Pulverizing existing asphalt parking lot, removing concrete areas and sidewalks, and surficial soil to access subsurface for cleanup
- Excavation and offsite disposal of impacted soil from the Property
- Importing clean fill and topsoil onsite for softscape caps and provide stable sub-base beneath impermeable asphalt and concrete pavements

Deliverables: daily construction logs, landfill tickets, and remediated property.

Task 4: Community Outreach

Activities include:

- Prepare and implement Site-Specific Community Involvement Plan (CIP) and host first public meeting in Q1 FY27
- Ongoing public outreach activities over project duration (Q1 FY27 through Q1 FY30)

Deliverables: Site-specific CIP, meeting minutes and actions, presentation materials.

Project Timeline

	2026										2027												2028												2029																
	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D						
Notice of Award (6/24/26)			24th																																																
Preparation/Submittal of Work plan																																																			
EPA Cooperative Agreement							30th (est.)																																												
Task 1 – Program Management																																																			
RDA Procurement of Qualified Consultant							30th (est.)																																												
Procure Remediation Contractor																																																			
Quarterly Reporting																																																			
Annual Financial Reporting																																																			
EPA Brownfield Conference (est. May '27 and '28)														25-28																																					
Grant Closeout Report																																																			
Task 2 – Cleanup Oversight																																																			
Complete ABCA, QAPP, and Site Preparation																																																			
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Construction Documentation Report																																																			
Environmental Case Closure Request																																																			
Task 3 - Cleanup																																																			
Cleanup/Implementation of RAP/MMP																																																			
Task 3 - Cleanup Activities																																																			
Cleanup/Implementation of TSCA Cleanup Plan																																																			
Task 4 – Community Outreach																																																			
Prepare CIP																																																			
Host First Public Meeting																																																			
Host Subsequent Public Meetings																																																			

Remediation Goals for the Project

Cleanup of widespread contamination will promote the public and private redevelopment of the site by reducing the total cost of redevelopment born by the City of Stevens Point. The project site is within a tax increment financing district, but the district does not have enough increment to cover the cost of brownfield remediation at this scale. Remediation is expected to result in over half the site acreage being redeveloped for both private and public development, resulting in the completion of a bus transfer center, a 50-unit residential building with childcare center, and revised road and utility network that will service future commercial and residential development and public plaza.

Preliminary estimates include the removal and disposal of approximately 18,782 cubic yards (CY) of impacted soil, the import and placement of approximately 9,700 CY of clean soil granular backfill material in utility excavations, 3,100 CY of clean soil for engineered soil caps, 5,950 CY of gravel road base, approximately 22,000 square feet of sidewalk hardscape surface as impermeable cap, approximately 13,000 square feet of concrete and asphalt located at the bus transfer center on Lot 1, and the design of a sub-slab depressurization system (SSDS) to prevent the risk for vapor intrusion into the multi-family residential structure. Contaminated materials will be transported to a licensed facility capable of meeting applicable disposal requirements.

Project Budget

Budget Categories		Project Tasks \$3,964,223				
		Task 1 Program Management	Task 2 Cleanup Oversight	Task 3 Cleanup	Task 4 Community Outreach	Total
Direct Costs	Personnel	\$3,952	\$0	\$0	\$0	\$3,952
	Fringe Benefits	\$1,248	\$0	\$0	\$0	\$1,248
	Travel	\$3,500	\$0	\$0	\$0	\$3,500
	Equipment	\$0	\$0	\$0	\$0	\$2,500
	Supplies	\$0	\$0	\$0	\$2,500	\$0
	Contractual	\$12,500	\$280,400	\$0	\$5,750	\$298,650
	Construction	\$0	\$0	\$3,654,373	\$0	\$3,654,373
	Other	\$0	\$0	\$0	\$0	\$0
Total Direct Costs		\$21,200	\$280,400	\$3,654,373	\$8,250	\$3,964,223
Indirect Costs		\$0	\$0	\$0	\$0	\$0
Total Federal Funding		\$21,200	\$280,400	\$3,654,373	\$8,250	\$3,964,223
Cost Share		\$0	\$0	\$0	\$0	\$0
Total Budget		\$21,200	\$280,400	\$3,654,373	\$8,250	\$3,964,223

Task 1: Program Management

Cost Basis and Assumptions: Personnel/Fringe Costs of \$5,200 are budgeted for an estimated 104hr (@\$50/hr) of work by the RDA PM and staff to procure/manage QEP & remedial contractor, and review and submit all program reports. Travel Costs of \$2,800 are budgeted for expenses for two RDA staff members to attend one 3-day USEPA-sponsored National Brownfield conference. Travel costs are estimated on airfare costs of \$450/person (\$450 x 2 = \$900), hotel/meal costs of \$290 per person/day (\$290 x 2 x 3 = \$1,740 for 3 days), and costs for ground transportation and incidentals of \$80/person/event (\$80 x 2 = \$160) and two RDA staff registration for the National Brownfields Conference (\$350 x 2 = \$700). Contractual Costs of \$12,500 are budgeted for an estimated 100hrs (@ \$125/hr) for QEP to assist in completing required reports: preparation of quarterly reports and maintenance of the ACRES database (5hr/quarter* 16 quarters=80hr), annual financial (3 @ 2 hr each = 6 hrs); and grant closeout report (1 @ 10 hr = 10 hr).

Task 2: Cleanup Oversight

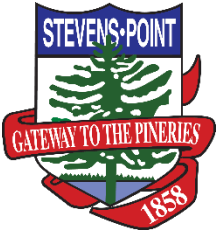
Cost Basis and Assumptions: This budget includes all contractual costs for remediation activities and oversight to be completed as part of the RDA's USEPA cleanup grant. Contractual Costs of \$280,400 are budgeted for the following work to be performed by the QEP: complete pre-design waste characterization sampling (\$50,000, includes driller & lab costs); seal monitoring wells (9 wells @ \$800 per well); finalize ABCA, prepare QAPP, develop landfill waste profiles and prepare a RAP/MMP (100hr @ \$160/hr); prepare bid specifications & assist RDA in bidding (270hr @ \$160/hr); securing permits (40hr @ \$160/hr); remedial oversight & DBA documentation (65 days @ \$1,600/day); prepare CDR(s) (125hr @ \$160/hr); SSDS design(85hr @ \$160/hr); & environmental case closure request (125hr @ \$160/hr).

Task 3: Cleanup

Cost Basis and Assumptions: Construction Costs of \$3,654,373 are budgeted for mobilization (\$337,947); construction staking (\$20,000); traffic control (\$20,000); erosion control (\$36,000); excavation of impacted soil, hardscape surfaces, and surficial soil (8,579 CY @ \$17/CY); excavation and placement of reusable soil (1,983 CY @ \$20/CY); curb and gutter removal (2,688 LF @ \$3/LF); sidewalk removal (5,265 SF @ \$1/SF); asphalt removal (not including roads 2,000 SY @ \$12/SY); and landfill disposal of materials (26,294 tons @ \$80/ton). To address direct contact concerns and complete Target Property redevelopment, the site will be capped with a combination of impermeable surfaces (asphalt [1,674 tons @ \$247,003]; concrete sidewalk [21,990 SF @ \$188,501]; concrete [5,400 SF @ \$15/SF] concrete driveway [590 SF @ \$7/SF]; curbs and gutters [3,166 LF @ \$20/LF]; detectable warning fields [300 SF @ \$42/SF]; playground cap [\$45,000]; overlaying road base gravel [6,200 CY @ \$20/CY]) and landscaped surfaces (2,068 CY of general fill @ \$40/CY, 620 CY of topsoil @ \$20/CY, and 416 CY of topsoil @ 25/CY). The contaminated soil excavations for utility installation will be backfilled with granular fill (\$43,000).

Task 4: Community Outreach

Cost Basis and Assumptions: Supply Costs of \$2,500 are budgeted for print costs (\$1,500) and mailing public notices (\$1,000). Contractual Costs of \$5,750 for 46 hr by QEP @ \$125/hr to prepare Site-Specific CIP and outreach activities.



Memo

Chris Klesmith
Neighborhood Planner / Economic
Development Specialist

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

(715) 341-4171 | cklesmith@stevenspoint.com

To: Redevelopment Authority of the City of Stevens Point
From: Chris Klesmith
CC: Jarod Kivela, Mayor Wiza, Common Council
Date: July 14, 2026
Subject: Revision of Development Agreement between the Redevelopment Authority, the City of Stevens Point, and Commonwealth Development Corporation (partial Shopko Site redevelopment)

Commissioners -

Staff received notification in early June that the Commonwealth Development Corporation (Commonwealth) proposal for the partial Shopko redevelopment was not awarded Housing Tax Credits (HTCs) from the Wisconsin Housing and Economic Development Authority (WHEDA). The HTC program is a fundamental financing component for the project and is a prerequisite for two other funding tools necessary for these categories of projects. Staff requested a meeting with WHEDA staff to understand the scoring decision and ensure that the applicant submitted a high-quality application, which was confirmed. Unfortunately, the Commonwealth proposal (Point and Main) fell narrowly short in an unusually competitive application cycle, and there were some scoring criteria that are outside of the developer's control. Since all awards were accepted by the leading projects, no other projects were invited forward for an award.

WHEDA updates its Qualified Allocation Plan (QAP) every two years, and this year the QAP scoring criteria will change noticeably. The new QAP will award 30 total points for "Land Donation and Other Support," and "Below-Market Financing" which may be met under the current development agreement. With these new categories introduced, staff believe that the Commonwealth application would have a more competitive advantage in 2027. In addition, the QAP will limit awards to "Metro" counties (Brown, Dane, Kenosha, Milwaukee, Racine, and Waukesha) to 45% of competitive credits and no more than two 9% awards and one State award per county, and "Non-Metro" counties to 55% of competitive credits and one 9% award and one State award per county. Staff believe this structural change will aid in distributing support to Non-Metro counties such as ours.

Staff believe that the Commonwealth project will be additionally competitive in the next year of HTC awards and the Redevelopment Authority and the City should take this opportunity to review, update, and reapprove the development agreement. Should the RDA agree, staff would expect to bring forward a revised development agreement in late August or early September that helps ensure a competitive HTC application prior to the project concept deadline of November 2nd, 2026. Project concept determinations are anticipated to be made by the end of November, 2026, full applications due by February 5th, 2027, and awards announced in April, 2027.

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

3337713

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **Redevelopment Authority of the City of Stevens Point**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) of Section 32, Township 24 North, Range 8 East, **City of Stevens Point, County of Portage, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

281-24-0832202804

281-24-0832202814

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

Redevelopment Authority of the City of Stevens Point

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **Redevelopment Authority of the City of Stevens Point**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

My Commission Expires:

This instrument drafted by: Phil Paradies
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1489766	WMIS-3472185	3337713	INT11-489-766

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY





7/8/2026

Wisconsin Public Service Corporation

P.O. Box 19001

Green Bay, WI 54307-9001

www.wisconsinpublicservice.com

ROW

City of Stevens Point
Dept. of Community Development
Attn: Jarod Kivala
1515 Strongs Ave
Stevens Point WI 54481

Dear Jarod:

WPS is requesting that the City of Stevens Point approve the following easements at the next City meeting during the week of July 13-17, 2026:

WR 3452775 / LI 3345863	Electric and Gas easement on the west side of a portion of Strongs Ave
WR 3493839 / LI 3345531	Electric and Gas easement on the east side of a portion of Church St
WR 3472185 / LI 3337713	Electric easement on the west side of a portion of Church St

WPS will at no cost vacate the above easements if and/or when City of Stevens Point converts each of these parcels to public ROW in the future.

Please contact us if you have any questions regarding this topic.

Thank you.

Sincerely,

Philip Paradies
Right of Way Agent – Distribution Right of Way
WEC Energy Group – Business Services
Office: 920-433-1477
Philip.Paradies@wecenergygroup.com

Enclosure

3345863

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **Redevelopment Authority of the City of Stevens Point** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the parcel described in Portage County Register of Deeds, recorded as Document Number 916206, being part of the Northeast Quarter of the Northwest Quarter (NE 1/4-NW 1/4) of Section 32, Township 24 N, Range 8 E, City of **Stevens Point, County of Portage, State of Wisconsin,**

A 12 foot wide easement strip, being described as the West 12 feet of the vacated Strongs Ave. as shown on the attached Exhibit "A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

281-2408-32-2029-72

- 1. Purpose: ELECTRIC UNDERGROUND AND GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

Redevelopment Authority of the City of Stevens Point

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)
OF _____)SS
COUNTY)
OF _____

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ as _____, of the **Redevelopment Authority of the City of Stevens Point**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

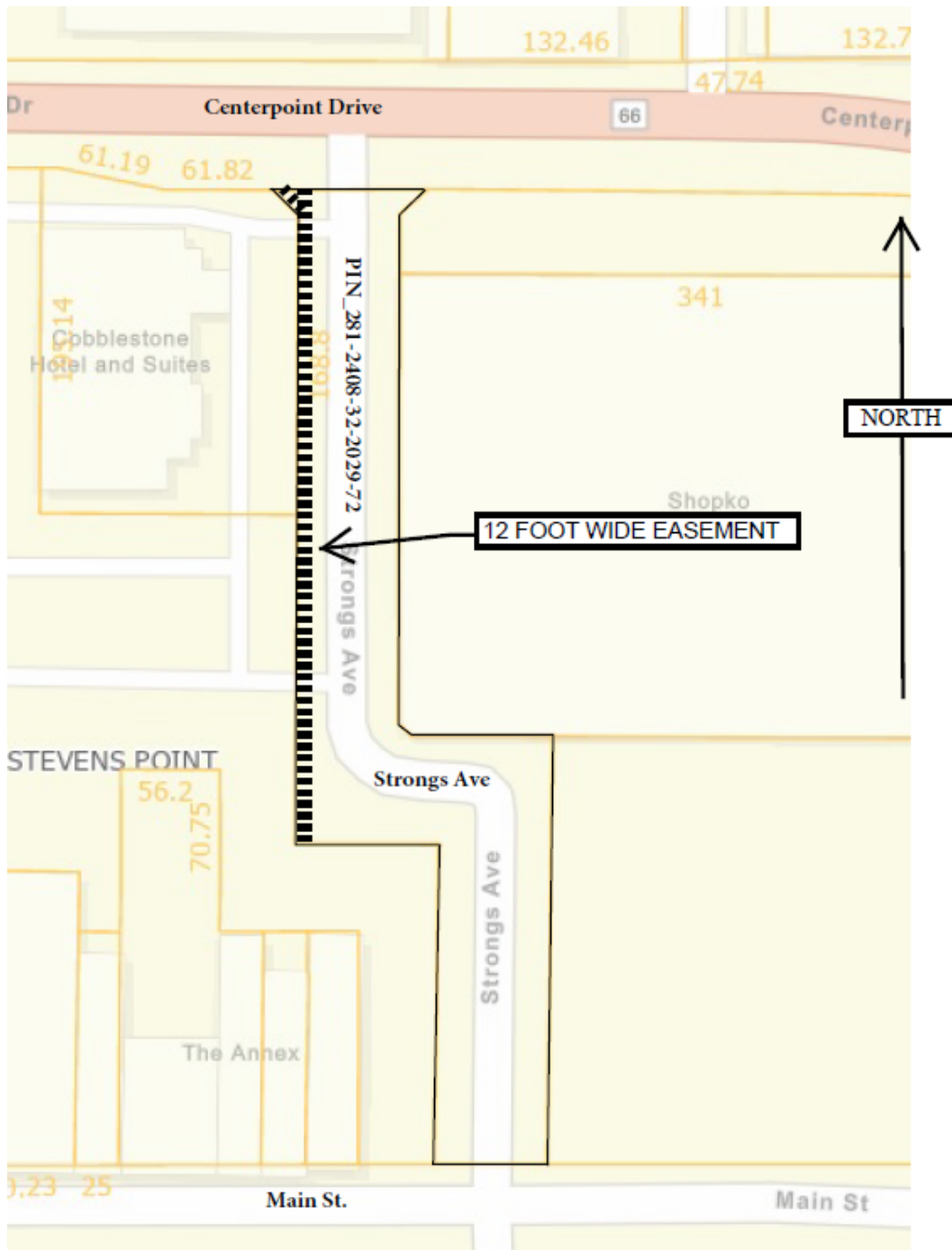
My Commission expires:

This instrument drafted by: Andrea Windham
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1495596	WMIS-3452775	3345863	INT11-495-596

Exhibit "A"

Not to Scale - For Reference Only



Doc ID: 3345863

County: Portage

WR Number WMIS-3452775

Tax Parcel Number: 281-2408-32-2029-72

Date: 6/25/2026



7/8/2026

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

ROW

City of Stevens Point
Dept. of Community Development
Attn: Jarod Kivala
1515 Strongs Ave
Stevens Point WI 54481

Dear Jarod:

WPS is requesting that the City of Stevens Point approve the following easements at the next City meeting during the week of July 13-17, 2026:

WR 3452775 / LI 3345863	Electric and Gas easement on the west side of a portion of Strongs Ave
WR 3493839 / LI 3345531	Electric and Gas easement on the east side of a portion of Church St
WR 3472185 / LI 3337713	Electric easement on the west side of a portion of Church St

WPS will at no cost vacate the above easements if and/or when City of Stevens Point converts each of these parcels to public ROW in the future.

Please contact us if you have any questions regarding this topic.

Thank you.

Sincerely,

Philip Paradies
Right of Way Agent – Distribution Right of Way
WEC Energy Group – Business Services
Office: 920-433-1477
Philip.Paradies@wecenergygroup.com

Enclosure

3345531

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **Redevelopment Authority of the City of Stevens Point** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

A 12 foot wide easement described as the *East* 12 feet of parcels described on the **attached Exhibit B** as shown on the **attached Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

281240832202804 & 281240832202814

- 1. Purpose: ELECTRIC UNDERGROUND and GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

Redevelopment Authority of the City of Stevens Point

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)

OF)SS

COUNTY)

OF

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ Redevelopment Authority of the City of Stevens Point, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

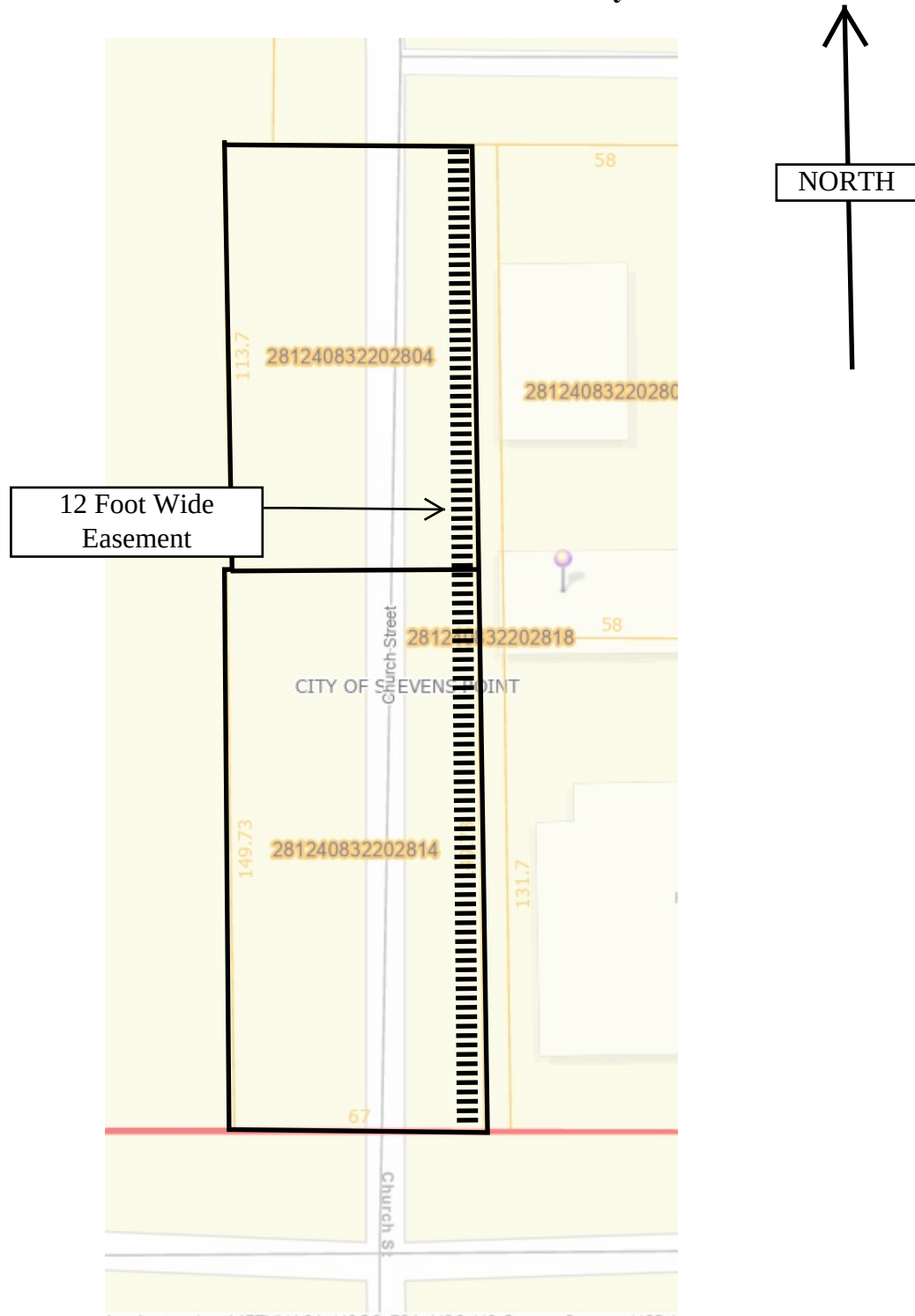
My Commission expires:

This instrument drafted by: Jodi Peterson
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1495372	WMIS-3493839	3345531	INT11-495-372

Exhibit "A"

Not to Scale - For Reference Only



Doc ID: 3345531

County: Portage

WR Number WMIS-3493839

Tax Parcel Number: 281240832202814

Date: 6/17/2026

EXHIBIT "B"

Property Description from **Portage** County Register of Deeds Document Number **916206**

Parcel Identification Number: **281240832202804 & 281240832202814**

PIN 281240832202804

A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 132.23 feet; thence South 00 degrees 07 minutes 18 seconds East 889.49 feet to the **point of beginning**; thence South 00 degrees 06 minutes 01 seconds East 113.43 feet; thence South 89 degrees 56 minutes 50 seconds West 66.00 feet; thence North 00 degrees 06 minutes 01 seconds West 113.43 feet; thence North 89 degrees 56 minutes 50 seconds East 66.00 feet the **point of beginning** and there terminating.

Said parcel of land contains 7,487 square feet (0.172 acres).

PIN 281240832202814

A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of the Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 132.23 feet; thence South 00 degrees 07 minutes 18 seconds East 889.49 feet; thence South 00 degrees 06 minutes 01 seconds East 113.43 feet to the **point of beginning**; thence South 00 degrees 06 minutes 01 seconds East 149.39 feet; thence South 89 degrees 55 minutes 13 seconds West 67.00 feet; thence North 00 degrees 06 minutes 01 seconds West 149.42 feet; thence North 89 degrees 56 minutes 50 seconds East 67.00 feet the **point of beginning** and there terminating.

Said parcel of land contains 10,010 square feet (0.230 acres).



7/8/2026

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

ROW

City of Stevens Point
Dept. of Community Development
Attn: Jarod Kivala
1515 Strongs Ave
Stevens Point WI 54481

Dear Jarod:

WPS is requesting that the City of Stevens Point approve the following easements at the next City meeting during the week of July 13-17, 2026:

WR 3452775 / LI 3345863	Electric and Gas easement on the west side of a portion of Strongs Ave
WR 3493839 / LI 3345531	Electric and Gas easement on the east side of a portion of Church St
WR 3472185 / LI 3337713	Electric easement on the west side of a portion of Church St

WPS will at no cost vacate the above easements if and/or when City of Stevens Point converts each of these parcels to public ROW in the future.

Please contact us if you have any questions regarding this topic.

Thank you.

Sincerely,

Philip Paradies
Right of Way Agent – Distribution Right of Way
WEC Energy Group – Business Services
Office: 920-433-1477
Philip.Paradies@wecenergygroup.com

Enclosure