



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

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

Members

- Alderperson Christianson
- Alderperson Guthrie
- Alderperson Keymer
- Alderperson Olson
- Alderperson Burr
- Alderperson Donahue
- Alderperson Kneebone
- Alderperson Shuda
- Alderperson Lang
- Alderperson Moldenhauer
- Alderperson Morrow

AGENDA

COMMON COUNCIL MEETING

Date and Time:	August 17, 2026 6:00 PM	Location:	Community Room 933 Michigan Avenue, Stevens Point, WI
			<u>OR</u>
			<u>Zoom Teleconferencing</u>
			Meeting ID: 811 5296 1987 Passcode: 092034
			By Computer: Zoom Link
			By Phone: +1-312-626-6799 (US Chicago)

Agenda

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

Consideration and Possible Action on the Following:

5. Consent Agenda:
 - a. Minutes of the Common Council Meeting of July 20, 2026.
 - b. Actions of the Police and Fire Commission meeting of August 6, 2026:
 4. Confirmation of Bills.
 5. Discussion, with possible action, to approve Officer Dolorosa Lenz from probation status to permanent status with completion of the 18-month probationary period, effective August 17, 2026.
 6. Discussion, with possible action, to approve the hiring of Codi Fox as a Probationary Police Officer (lateral transfer as 1.5-year officer), with the Stevens Point Police Department on August 31, 2026,

- pending successful completion of both the psychological and medical screening. (Lateral transfer candidate per the Stevens Point Police Officer Organization Collective Bargaining Agreement, Article 22 - Seniority (F)).
7. Discussion, with possible action, on approval of a \$2,000 donation from Wisconsin Public Service to the Stevens Point Police Department for patrol flashlights.
 9. Discussion, with possible action, to approve Probationary Battalion Chief Mark Meyers and Kristopher Grod to the position of Battalion Chief with the completion of their probation, effective September 2, 2026.
 10. Discussion, with possible action, to approve the carryover of 74 hours of vacation for Chief Moody per City Policy 3.02 Leave Policies, Annual Vacation, Section E.
 11. Discussion with possible action, to approve a donation of a commercial ice machine from Manitowoc Ice for Station #1.
 12. Discussion, with possible action, to approve Chief Moody's participation in the upcoming PATRIOT Exercise held at the Volk Field Combat Readiness Training Center in Camp Douglas, Wisconsin, while on duty during the week of August 24, 2026, to serve as an Incident Commander (IC).
- c. Actions of the Park Commission meeting of August 5, 2026:
3. Consideration of single-day parking lot rental agreement for Zenoff Park with the UWSP Career Advising Center for September 24, 2026.
 4. Request to expand the Yulga Park disc golf course from 18 holes to 24 holes by the Stevens Point Area Flying Disc Association.
 5. Approval of the pedestrian trail concept and preliminary cost estimate for Mead Park.
 6. Adoption of the Mead Park pedestrian trail project into the Stevens Point Parks, Recreation and Forestry Departments Comprehensive Outdoor Recreation Plan to allow for future grant eligibility.
 7. Presentation and consideration of approval of Peters Family Park concept and fundraising plan.
 8. Review of ice rental rate at the KB Willett Arena and consideration of increasing the hourly fee for 2027.
- d. Minutes and Actions of the Plan Commission meeting of August 3, 2026:
2. Report of the July 6 & July 20, 2026 meeting of the City Plan Commission.
 3. A request from Raymond Cal for an exception to fencing standards to install privacy fencing on the property located at 1233 Maria Drive (Parcel ID 281240829300103) and an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829300139), consistent with Ch. 23.01(16)(g).
 4. A request from Chase Rettler, representing SentryWorld Real Estate LLC, for an exception to fencing standards to install privacy fencing on the property located at 501 Michigan Avenue North (Parcel ID 281240821310003), consistent with Ch. 23.01(16)(g).
 5. June 2026 Monthly Report.
 6. Director's Report.
- e. Actions of the Board of Water and Sewerage Commissioners meeting of August 10, 2026:

2. Approval of minutes.
 3. Approval of department claims.
 4. Audit presentation by Baker Tilly.
 6. Replacement of unit water heaters.
- f. Actions of the Airport Commission meeting of August 10, 2026:
 2. Approval of minutes.
 3. Approval of department claims.
 4. Audit presentation by Baker Tilly.
 - g. Actions of the Transportation Commission of August 11, 2026:
 2. Approval of June 8, 2026 minutes.
 3. Approval of the June & July 2026 Financial/Claims Reports.
 4. Approval of the 2027 Section 5310 Mobility Management and Operating Assistance (Volunteer Driver Program) Grant Applications.
 - h. Minutes and Actions of the Personnel Committee meeting of August 10, 2026:
 2. Requesting to approve the proposed Associated Bank EDI Service Agreement — FSA, HSA, and COBRA.
 3. Request for known 2027 out-of-state travel per Administrative Policy 3.05.
 4. Request to move the Production Assistant position from Seasonal to Permanent Part-Time on Pay Plan.
 5. Request for Merit Pay per policy 2.13(2).
 6. Police Department request for additional part-time Community Service Officer.
 - i. Minutes and Actions of the Public Policy and General Government meeting of August 10, 2026:
 2. License List.
 3. Request to Hold Event/Street Closing.
 - j. Minutes and Actions of the Finance Committee meeting of August 10, 2026:
 7. Approval of funding for the relocation of telecommunication lines at and around the former Edgewater site. (1450 Water Street)
 10. Approval of change order with AECOM related to the North Segment of the Business 51 project.
 11. Approval of change order with AECOM related to phases 2 and 3 of the South Segment of the Business 51 project.
 12. Approval of Claims Paid.
 - k. Statutory Monthly Financial Report by Comptroller/Treasurer.
 - l. Mayoral Appointments.
 - Police and Fire Commission - Todd Penske appointed for a five-year term expiring on April 30, 2031.
6. Approval of a finalized Sale Agreement with JPMorgan Chase Bank for the acquisition of property located at 601 Main Street and the associated parcel off Water Street (PIN 281240832201110).
 7. Disallowance of Claim-James Smith: Damage to vehicle by falling tree branch.

8. Disallowance of Claim-Nicole Winkelman: Damage to vehicle due to displaced manhole cover.
9. Consideration of Resolution Amending Initial Resolution Regarding Industrial Development Revenue Bond Financing for Firecrest Aerospace, Inc. Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.
10. Update on adjustment to cat license fees.
11. Approval of agreement between the City of Stevens Point and Mid-State Technical College related to the proposed Nexus Center for public safety training and fire station number 3.
12. To award the Fiber Network Expansion Project 26-201 to Elexco Inc., of Seymour, WI in an amount not to exceed \$420,500 which includes a 15% contingency.
13. Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, relating to the following:
 - A. Consideration of action taken by the Board of Water & Sewerage Commission on entering into a public-private-partnership with CDS TitanForge, LLC for the procurement of renewable energy credits and other operational agreements that would be mutually beneficial.
14. Reconvene for possible action on the above-referenced closed session item.
15. Adjournment.

RMC – Revised Municipal Code

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

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

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

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

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

**July 20, 2026
6:00 PM**

OR

Zoom Teleconferencing

Agenda

1. Roll Call.

Present:

Ald. Christianson, Guthrie, Keymer, Olson, Birr, Donahue, Kneebone, Shuda, Lang, Moldenhauer, Morrow.

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

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

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

Ken Seubert, 3357 Feltz Avenue, spoke about concerns regarding a neighbor as well as enforcement of ordinances. Mr. Seubert passed out a document to be included with the minutes.

Larry Austin spoke about City Ordinance 8.21 Camping on City Property Prohibited and the unhoused population.

Evan Boaz, 900 Third Street, spoke against Flock cameras.

Bruce Woboril spoke about tourism, UTV/ATV routes, as well as the fountain on the square.

Consideration and Possible Action on the Following:

5. Consent Agenda:

a. Minutes of the Common Council Meeting of June 15, 2026 and Special Common Council of June 25, 2026.

b. Actions of the Police and Fire Commission meeting of July 2, 2026:

4. Confirmation of Bills.

6. Discussion, with possible action, to approve Probationary Firefighter/Paramedic Jeff Davidson to the position of Firefighter/Paramedic with the completion of his probation, effective July 18, 2026.

7. Discussion, with possible action, to approve a Memorandum of Understanding (MOU) between the City of Stevens Point and Local 484 on the purpose of resolving contract language regarding Article 19 - Salaries.

8. Discussion, with possible action, to approve a Side Letter of Agreement between

the City of Stevens Point and Local 484 on the purpose of resolving contract language regarding Article 28 - Continuing Education.

- c. Minutes and Actions of the Plan Commission meeting of July 6, 2026:**
 - 2. Report of the May 20 & June 1, 2026 meetings of the City Plan Commission.**
 - 6. May 2026 Monthly Report.**
 - 7. Director's Report.**
- d. Minutes of the Board of Public Works meeting of July 13, 2026.**
- e. Minutes and Actions of the Public Policy and General Government meeting of July 13, 2026:**
 - 2. License List.**
 - 3. Request to Hold Event/Street Closing.**
- f. Minutes and Actions of the Finance Committee meeting of July 13, 2026:**
 - 6. Approval of a State Municipal Financial Agreement related to pavement replacement on State Highway 66.**
 - 8. Establishing a tentative plan for closing Tax Incremental Financing (TIF) District 8 early, and utilizing the housing extension.**
 - 9. Approval of Claims Paid.**
- g. Statutory Monthly Financial Report by Comptroller/Treasurer.**
- h. Mayoral Appointments.**
 - Portage County Water Quality Management Plan Advisory Committee reappoint Mayor Mike Wiza for a 5-year term expiring July 31, 2031.**
 - Portage County Water Quality Management Plan Advisory Committee reappoint Joel Lemke (Alt.) for a 5-year term expiring July 31, 2031.**

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

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

Nays: Olson. Motion carried.

- 6. Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Firecrest Aerospace, Inc. Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.**

Representing Firecrest Aerospace, Chief Financial Officer John Oppold, spoke about community job growth, industrial revenue bond, as well as working with Mid-State Advanced Manufacturing Engineering Technology and Apprenticeship Center.

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

Calls for the vote: Ayes: Christianson, Guthrie, Keymer, Olson, Birr, Donahue,
Shuda, Lang, Moldenhauer, Morrow.

Nays: Kneebone. Motion carried.

- 7. Approval of a lease agreement with the University of Wisconsin-Stevens Point Foundation, Inc. for use of the former UW Credit Union building at 809 Division St.**

Ald. Christianson moved, Ald. Moldenhauer seconded, to approve the lease agreement.

Call for the vote: Ayes: Morrow, Moldenhauer, Lang, Shuda, Kneebone, Donahue, Birr,
Olson, Keymer, Christianson.
Nays: Guthrie. Motion carried.

8. To award the Sisters Meadow Project #26-108 to Earth Inc. out of Arpin, Wisconsin, for an amount not to exceed \$1,254,039.70.

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

Calls for the vote: Ayes: Christianson, Guthrie, Keymer, Olson, Birr, Donahue,
Kneebone, Shuda, Lang, Moldenhauer, Morrow.
Nays: None. Motion carried.

9. Resolution - A request from Mike Helmricks, representing the City of Stevens Point, for a final subdivision plat review on an unaddressed parcel bounded by Maria Drive & Union Street North (Parcel ID 281240829240047) and an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829240033), consistent with Ch. 20.05(1).

Ald. Birr moved, Ald. Donahue seconded, to approve the resolution.

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

10. Ordinance Amendment - A request from the City of Stevens Point to amend the Official Street Map of the City of Stevens Point. Said request establishes Meadow Street North, Third Street North and an extension of Academy Avenue as a planned public street within an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829240033).

Ald. Christianson moved, Ald. Guthrie seconded, to approve the ordinance amendment.

Calls for the vote: Ayes: Christianson, Guthrie, Keymer, Olson, Birr, Donahue,
Kneebone, Shuda, Lang, Moldenhauer, Morrow.
Nays: None. Motion carried.

11. Resolution - A request from the City of Stevens Point to dedicate and accept land for right-of-way purposes as part of the extension of Meadow Street North, Third Street North and an extension of Academy Avenue as a planned public street within an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829240033).

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

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

12. Ordinance Amendment - A request from Mike Helmricks, representing the City of Stevens

Point, to amend the City of Stevens Point Comprehensive Plan. Said request amends the 'Institutional/Government' future land use designation of portions of an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829240033). On the proposed Sisters Meadow Subdivision Plat, Lot 1 is proposed to have a 'Commercial/Office/Multi-Family' Residential future land use designation, Lot 2 is proposed to have a 'Multi-Family Residential' future land use designation, and Lots 3-8 are proposed to have a 'Residential' future land use designation.

Ald. Guthrie moved, Ald. Keymer seconded, to approve the ordinance amendment.

Calls for the vote: Ayes: Christianson, Guthrie, Keymer, Olson, Birr, Donahue,
Kneebone, Shuda, Lang, Moldenhauer, Morrow.
Nays: None. Motion carried.

- 13. Resolution - A request from Mike Helmrick, representing the City of Stevens Point, to rezone portions of an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829240033) from the "R-2" Single-Family Residence District to the "C" Conservancy District, "R-3" Single- and Two-Family Residence District, and "R-4" Multiple Family I Residence District. Remanent Lot 1 on the proposed Sisters Meadow Subdivision Plat is proposed to be rezoned to the "C" Conservancy District, Lots 3-8 and Outlot 1 is proposed to be rezoned to the "R-3" Single- and Two-Family Residence District, and Lots 1-2 is proposed to be rezoned to the "R-4" Multiple Family I Residence District.**

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

Call for the vote: Ayes: Morrow, Moldenhauer, Lang, Shuda, Kneebone, Donahue, Birr,
Keymer, Guthrie, Christianson.
Nays: Olson. Motion carried.

- 14. Resolution - A request from Mike Helmrick, representing the City of Stevens Point, to apply an overlay zoning designation of "PD" Planned Development District to portions of an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829240033). Lots 1-2 on the proposed Sisters Meadow Subdivision Plat is proposed to have a "PD" Planned Development Overlay District designation.**

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

Calls for the vote: Ayes: Christianson, Guthrie, Keymer, Olson, Birr, Donahue,
Kneebone, Shuda, Lang, Moldenhauer, Morrow.
Nays: None. Motion carried.

- 15. A request from Mike Helmrick, representing the City of Stevens Point, for a site plan review to construct buildings, parking lots and other site improvements on Lots 1-2 of the proposed Sisters Meadow Subdivision Plat (Parcel ID 281240829240047 & 281240829240033), consistent with Ch. 23.02(4)(b)(1)(2).**

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

Call for the vote: Ayes: Morrow, Moldenhauer, Lang, Shuda, Kneebone, Donahue, Birr,

Olson, Keymer, Guthrie, Christianson.
Nays: None. Motion carried.

- 16. Resolution - A request from Mike Helmrick, representing the City of Stevens Point, for a conditional use permit to construct multiple principal structures of an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829240033) and an unaddressed parcel bounded by Maria Drive & Union Street North (Parcel ID 281240829240047), consistent with Ch. 23.01(14)(f) and 23.02(1)(f)(3)(b).**

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

Calls for the vote: Ayes: Christianson, Guthrie, Keymer, Olson, Birr, Donahue,
Kneebone, Shuda, Lang, Moldenhauer, Morrow.
Nays: None. Motion carried.

- 17. A request from the City of Stevens Point to approve a right-of-way plat and relocation order from Michigan Avenue to Rice Street as part of the Business 51 Reconstruction Project.**

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

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

- 18. Approval of issuance of a request for proposals (RFP) for professional design services related to the Portage County library's downtown location.**

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

Calls for the vote: Ayes: Christianson, Guthrie, Keymer, Olson, Birr, Donahue,
Kneebone, Shuda, Lang, Moldenhauer, Morrow.
Nays: None. Motion carried.

- 19. Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, relating to the following:**
A. Negotiating real estate acquisition related to the Business 51 Project.

Ald. Moldenhauer moved, Ald. Morrow seconded, to move into closed session at 6:50 p.m.

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

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

- 21. Adjournment.**

Meeting adjourned in closed session at 7:17 p.m.

**CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION MINUTES
MEETING OF AUGUST 6, 2026, at 1:00 PM**

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

Also Present: Police Chief Orgon, Fire Chief Moody, Ast. Chief Williams, Ast. Chief Mueller, Ast. Chief Zvara, Ast. Chief Lucini, DC Hopfensperger, Deputy Fire Marshal Malin, BC Meyers, BC Grod, Officer Lenz, RB Supervisor Tork, Rick Anderson, Mid-State Dean of Public Safety

- 2. President's Report**

- 3. Approval of Minutes**

Commissioner Pingel moved, seconded by Commissioner Kirschling.

Ayes, all; nays, none. Motion carried.

- 4. Confirmation of Bills**

Commissioner Kirschling moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.

- 5. Discussion, with possible action, to approve Officer Dolorosa Lenz from probation status to permanent status with completion of the 18-month probationary period, effective August 17, 2026.**

Commissioner Kirschling moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 6. Discussion, with possible action, to approve the hiring of Codi Fox as a Probationary Police Officer (lateral transfer as 1.5-year officer), with the Stevens Point Police Department on August 31, 2026, pending successful completion of both the psychological and medical screening. (Lateral transfer candidate per the Stevens Point Police Officer Organization Collective Bargaining Agreement, Article 22 - Seniority (F).)**

Commissioner Kirschling moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 7. Discussion, with possible action, on approval of a \$2,000 donation from Wisconsin Public Service to the Stevens Point Police Department for patrol flashlights.**

Commissioner Pingel moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 8. Police Chief Report**

Commissioner Kirschling moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 9. Discussion, with possible action, to approve Probationary Battalion Chief Mark Meyers and Kristopher Grod to the position of Battalion Chief with the completion of their probation, effective September 2, 2026.**

Commissioner Pingel moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 10. Discussion, with possible action, to approve the carryover of 74 hours of vacation for Chief Moody per City Policy 3.02 Leave Policies, Annual Vacation, Section E.**

Commissioner Pingel moved, seconded by Commissioner Kirschling.

Ayes, all; nays, none. Motion carried.

- 11. Discussion, with possible action, to approve a donation of a commercial ice machine from Manitowoc Ice for Station #1.**

Commissioner Kirschling moved, seconded by Commissioner Behrendt.

Ayes, all; nays, none. Motion carried.

- 12. Discussion, with possible action, to approve Chief Moody's participation in the upcoming PATRIOT Exercise held at the Volk Field Combat Readiness Training Center in Camp Douglas, Wisconsin, while on duty during the week of August 24, 2026, to serve as an Incident Commander (IC).**

Commissioner Kirschling moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.

13. Fire Chief/EMS Report/EM Report and update on moving forward with the new Nexus Public Safety Center and Station #3

Commissioner Kirschling moved, seconded by Commissioner Pingel.

Ayes, all; nays, none. Motion carried.

14. Adjournment

Meeting adjourned at 1:51 p.m.

**MEETING MINUTES
Board of Park Commissioners
August 5, 2026 - 6:30 PM**

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

OR

[Zoom Teleconferencing](#)

Meeting ID: 890 7557 0157 | Passcode: 625844

By Computer: [Join](#)

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

Discussion and Possible Action on:

1. Roll Call.

Present: Disher, Freckman, Glodosky, Alder Guthrie, Alder Keymer, McDonald, Okonek, Alder Olson, Przybylski, Sorenson

Excused: Winn

Also Present: Director Kremer, John Jury, Randy Schukar, Steven McKay

2. Approval of June 3, 2026 meeting minutes

Motion to approve the minutes by Disher, second by Przybylski; motion carried 10 - 0

3. Consideration of single-day parking lot rental agreement for Zenoff Park with the UWSP Career Advising Center for September 24, 2026.

Motion to approve the parking lot agreement as written by McDonald, second by Sorenson; motion carried 9-0; Guthrie abstained.

4. Request to expand the Yulga Park disc golf course from 18 holes to 24 holes by the Stevens Point Area Flying Disc Association.

Motion to approve the expansion of the Yulga Disc golf course from 18 holes to 24 made by Glodosky, second by Keymer; motion carried 10-0.

5. Approval of the pedestrian trail concept and preliminary cost estimate for Mead Park.

Motion to approve the Mead Park trail concept by Guthrie, second by Keymer.

Motion to amend the original motion to include dark sky compliant lighting on the concept plan made by Olson, seconded by McDonald, motion carried 7-3; Przybylski, Guthrie, Disher voted no.

The original motion, as amended, carried 10-0.

6. Adoption of the Mead Park pedestrian trail project into the Stevens Point Parks, Recreation and Forestry Departments Comprehensive Outdoor Recreation Plan to allow for future grant eligibility.

Motion to adopt the Mead Park Plan concept into the Comprehensive Outdoor

Recreation Plan made by McDonald, second by Przybylski, motion carried 10-0.

7. Presentation and consideration of approval of Peters Family Park concept and fundraising plan.

Motion to approve the concept and fundraising plans for Peters Family Park with the addition of bike parking on the next draft made by Disher, second by Guthrie; motion carried 10-0.

8. Review of ice rental rate at the KB Willett Arena and consideration of increasing the hourly fee for 2027.

Motion to increase the KB Willett ice rental fee to \$175 per hour on January 1, 2027 made by Disher, second by Przybylski; motion carried 10-0.

9. Director's Report

- Hailey Augustine hired as Recreation Division Park Technician; first day was June 29.
- Zach Bertagnoli hired as the Forestry Division Park Technician; first day was August 3.
- Grand opening ceremony for Plover River Crossing project is August 22, 2026
- Goerke press box project update

10. Adjournment.

Meeting adjourned at 7:20 pm.



MINUTES

CITY PLAN COMMISSION

Members

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

Date and Time: August 3, 2026
6:00 PM

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

OR

Zoom Teleconferencing

Opening Section:

1. Roll Call

- Meeting called to order at 6:00 P.M.
- Members present: Mayor Wiza, Alder Kneebone, Commissioners Arntsen, Beacom, Schuler, Rice (online at 6:09pm).
- Members excused: Commissioner Schade Stroik.

Discussion and Possible Action on:

2. Report of the July 6 & July 20, 2026 meeting of the City Plan Commission.

- Background: Minutes of the July 6, 2026 and July 20, 2026 meetings of the City Plan Commission were included in the agenda packet.
- Motion: Kneebone moves to approve the meeting minutes.
- Second: Beacom seconds the motion.
- Vote: Unanimous approval.

3. A request from Raymond Cal for an exception to fencing standards to install privacy fencing on the property located at 1233 Maria Drive (Parcel ID 281240829300103) and an unaddressed parcel bounded by Maria Drive (Parcel ID 281240829300139), consistent with Ch. 23.01(16)(g).

- Background: Associate Planner & Zoning Administrator Kuhn provides an overview of the request.
- Motion: Arntsen moves to approve the request with a condition of obtaining a building permit.
- Second: Kneebone seconds the motion.
- Discussion:
 - Mary Mortell, part owner of the property, provides details about the

- proposed fence.
 - Raymond Cal, part owner of the property, provides details about the proposed fence.
 - Vote: Unanimous approval.
4. **A request from Chase Rettler, representing SentryWorld Real Estate LLC, for an exception to fencing standards to install privacy fencing on the property located at 501 Michigan Avenue North (Parcel ID 281240821310003), consistent with Ch. 23.01(16)(g).**
- Background: Associate Planner & Zoning Administrator Kuhn provides an overview of the request.
 - Motion: Wiza moves to approve the request with a condition of obtaining a building permit prior to construction.
 - Second: Schuler seconds the motion.
 - Vote: Unanimous approval.
5. **June 2026 Monthly Report.**
- Background: Monthly reports are included in the agenda packet.
 - Motion: Kneebone moves to accept and place the report on file.
 - Second: Beacom seconds the motion.
 - Vote: Unanimous approval.
6. **Director's Report.**
- Background: Director Kivela gives a verbal report.

Closing Section:

7. **Adjourn**

Adjourned at 6:23 P.M.

**City of Stevens Point
Board of Water and Sewerage Commissioners
August 10, 2026 - 12:00 PM**

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

**OR
Zoom Teleconferencing**

**Meeting ID: 820 26885705
By Computer: [Zoom Link](#)
By Phone: (303) 715-8592**

MINUTES

Discussion and Possible Action on:

1. Roll Call.

Present: Paul Adamski, Carl Rasmussen, Jeff Bushman and Ray Schmidt

Excused Absence: Anna Haines

Also Present: Joel Lemke, City Attorney-Andrew Beveridge, Ald. Christianson, Jennifer Schmeiser, Chris Lefebvre, Eric Southworth, Shane Kohnen, Natalie Rink, Jaime Zdroik, Ald. Shuda, Jodi Dobson-Baker Tilly, Michael Miller and Metro Wire

2. Approval of Minutes

Motion made by Ray Schmidt, seconded by Carl Rasmussen to approve the June 8, 2026 meeting minutes of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Jeff Bushman, seconded by Ray Schmidt to approve the claims for the months of June and July 2026 as audited and read.

Ayes all. Nays none. Motion carried.

4. Audit presentation by Baker Tilly - Joel Lemke

Jodi Dobson of Baker Tilly presented the 2025 Audit for the Utilities.

Jodi summarized the audit process, internal controls and required communications. Stating the financial statements received an unmodified opinion, which is the highest level of assurance they can give. They did provide assistance with preparation of year-end adjustments and financial statements. The audit went very smoothly.

WATER:

The Rate of Return increased from 1.71% to 1.96% from 2024 to 2025. Still under 2% which is pretty low. Our Rate of Return was set by the PSC at 4.90%. The PSC is currently setting new rates at 6 to 6.5% Rate of Return when authorizing new rates. Operating revenues have consistently been above the operating expenses, but the margin closed some between 2023-24 and stayed consistent. Unrestricted cash reserves in 2023 we had 10 months cash on hand. Now the utility is at 5 months cash on hand. The minimum the GFO requires is 3 months cash on hand. We are meeting our debt coverage, required is 1.10 and we are at 1.84 for 2025. Only 19% is financed through outstanding debt. Leaving the utility with 81% equity.

SEWER:

We don't have a Rate of Return for the Sewer Utility because it is not governed by the PSC. Operating revenues are exceeding operating expenses. Unrestricted reserves has 6 months of cash on hand. Debt coverage requirement is 1.25 and it is at 1.37. Dropped some from previous year. Outstanding debt is at 36%. Equity is at 64%.

STORM:

Operating revenues are exceeding operating expenses but the margin has been shrinking over the years. This needs to be monitored. Unrestricted Cash Reserves are strong with 9.62 months of cash on hand. Debt coverage did drop below 1.25 and is at 1.20; the required is 1.10. Outstanding debt is at 33% and equity 67%.

FIBER:

Newest utility and the last three years have been relatively stable. Operating expenses slightly increased. Might be time to re-evaluate the level of revenue coming in. Very strong cash balance. No outstanding debt.

Motion made by Jeff Bushman, seconded by Carl Rasmussen to approve the 2025 Audit completed by Baker Tilly.

Ayes all. Nays none. Motion carried.

5. Water Supply and Distribution Reports - Eric Southworth

Eric stated they are currently working on the tri-annual lead and copper sampling for the DNR. Well 12 Project and upgrades to Well 4 Treatment Plant should be out for bid later this month and awarded in September.

6. Replacement of unit water heaters - Joel Lemke

Joel summarized Chris's letter explaining one of the tankless water heaters failed last month. Utilizing hot water for diluting and mixing polymer in our dewatering process reduces our polymer use by approximately 50% over cold water. Joel recommends the replacement of the unit water heaters.

Motion made by Ray Schmidt, seconded by Jeff Bushman to approve the replacement of unit water heaters in an amount not to exceed \$26,500.00.

Ayes all. Nays none. Motion carried.

7. Sewage Treatment Operations Report - Chris Lefebvre

Chris stated all permit limits were met for the months of June and July.

8. Construction and Maintenance Report - Shane Kohnen

Shane had nothing to add to the reports included in the Commission packets.

9. Directors Report - Joel Lemke

Joel stated next month there will be broader conversation about rates. PSC information has been returned in regard to rates and there is a public hearing scheduled for September 8, 2026. Following the public hearing we will be proposing rate increases for all three utilities. Paul asked if this would be an agenda item next month. Joel stated that it would be. Paul stated we will have a matrix of how our rates compare to other municipalities in the area.

10. Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, relating to the following:

A. Discussion and possible action on entering into a public-private-partnership with CDS TitanForge, LLC for the procurement of renewable energy credits and other operational agreements that would be mutually beneficial.

Motion made by Ray Schmidt, seconded by Jeff Bushman to go into closed session.

Call for the vote: Ayes: Paul Adamski, Carl Rasmussen, Jeff Bushman, Ray Schmidt

Excused: Anna Haines

Nays: None. Motion carried.

11. Reconvene for possible action on the above-referenced closed session item.

Motion made by Ray Schmidt, seconded by Jeff Bushman to reconvene into open session.

Call for the vote: Ayes: Paul Adamski, Carl Rasmussen, Jeff Bushman, Ray Schmidt

Excused: Anna Haines

Nays: None. Motion carried.

Motion made by Carl Rasmussen, seconded by Jeff Bushman to enter into a non-binding letter of intent with the City of Stevens Point and CDS TitanForge, LLC with the understanding staff have some flexibility to modify the language or nonsubstantive changes as it goes forward.

Ayes all. Nays none. Motion carried.

12. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 1:05 P.M.

REPORT TO THE JULY 13, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

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

\$ 7,377,180.71
\$ 345,302.65
\$ 7,722,483.36

CHECKS ISSUED JUNE 2026:

61276 Community Foundation of Central WI	Employee Contribution	10.00
61277 United Way Of Portage County	United Way	96.00
61278 American Welding & Gas Inc	Late fee for previous invoice	1.57
61280 Central States H & W Fund	Health Insurance Premiums	53,040.75
61281 City Of Stevens Point	Workers Comp Premiums	1,625.78
61282 CORE & MAIN LP	Inventory & shipping	3,984.35
61284 Ferguson Waterworks #1476	Inventory-Water	8,950.00
61286 H&S Protection Systems Inc	Annual Well 11 Alarm Monitoring	657.92
61287 Integrity Fire Protection LLC	Annual fire line inspection-Utility Garage & Well 11	462.67
61290 Mr. Manhole	Manhole core machine	19,620.34
61291 MS Graphics, LLC	Decals for PPE & trucks	310.00
61292 Strand Associates Inc	Professional Services Well 12	22,678.18
61293 USA Blue Book	Lab supplies, Hi-Vis Gloves	627.98
61295 Logan Johnson	Refund Check 040668-000, 201 Wilshire Blvd N Apt #9	6.29
61296 Petty Cash	Postage, Anniversary gifts, Conference expenses	822.50
61297 Aspirus Medical Group, Inc.	Wellness Program, Random drug test-A. Sterling	106.50
61301 Audra Baumgardner	Reimburse for Conference Expenses	382.53
61302 City Of Stevens Point	Retirement, insurance, fuel & phone	27,297.89
61303 Employee Resource Center Inc	Monthly EAP Fees	50.83
61304 Ferguson Waterworks #1476	Meter couplings	448.50
61305 Hawkins Inc	Chemicals	4,321.48
61307 Metron-Farnier LLC	Meters & shipping, meter parts	28,734.59
61308 Multi Media Channels, LLC	Flushing notice	13.62
61310 Plaski Disposal	Dumpster services	75.00
61315 WI State Laboratory of Hygiene	Fluoride testing	31.00
61318 Aspirus Medical Group, Inc.	Wellness Program	45.00
61320 Candlewood Property Management	Refund Check 041947-000, 2040 Briggs St.	84.06
61324 Publiq LLC	Statement & notice printing	2,956.36
61325 Vestis	Rugs	53.37
61326 Wimme Sand & Gravel, Inc.	Job materials	363.17
61328 INFOSEND INC	Notice printing	642.48
61329 Metron-Farnier LLC	Meter parts, O ring for 1" meter	532.28
61330 Mastercard	HiVis Tape measures & supplies, office supplies, storage clipboards, Amazon Prime for Office	761.44
61331 Community Foundation of Central WI	Employee Contribution	10.00
61332 United Way Of Portage County	United Way	90.00
61334 AnSer	After hours answering service	175.00
61336 CORE & MAIN LP	Hydrant wrenches	306.47
61337 County Materials Corp	Speedcrete	141.97
61338 H&S Protection Systems Inc	Batteries for panic buttons	20.00
61340 John Fabick Tractor Co	CAT skidsteer maintenance	1,771.77
61341 Martelle Water Treatment	Aquadene-chemicals	7,285.21
61342 Metron-Farnier LLC	Meters & shipping	23,860.85
61343 Norther Management LLC	Refund Check 042881-000, 401 Michigan Ave #103C	6.60
61344 Plaski Disposal	Dumpster service	75.00
61345 US Postmaster	CCR Mailing	3,209.50
61346 Securian Financial	MN Life Insurance Policy #002832L	305.37
61347 Spectrum Insurance Group LLC	Annual vehicle renewal	14,838.00
61349 Teamsters Union Local 662	Union dues	2,081.00
61350 Mastercard	Toro recycler, furnace filters, monitoring wells supplies, AWS for GIS server, docking stations, drop box accounts, retirement gift, supplies for 1909 Cypress, Water Use Fee	2,041.54
61352 CORE & MAIN LP	Lid lifter	363.93

61353	Fastenal Company	Seal tape	66.18		
61357	Westrum Leak Detection	2026 Leak Detection Survey	7,700.00		
61360	Hawkins Inc	Chemicals	5,042.22		
61361	Heartland Business Systems, LLC	Monthly billing - June	200.24		
61362	Jerry's Small Engine Supply Co.	Equipment repair	65.31		
61363	NAPA	Latex gloves	22.99		
61365	Public Serv Commission Of Wi	2026 Rate Study	884.43		
61366	SJE	Work performed on Well 10	5,740.00		
61367	Strand Associates Inc	Professional Services May 1-May 31 2026 Michigan Avenue	3,433.34		
61368	Vestis	Rugs	54.06		
61369	Community Foundation of Central WI	Employee Contribution	10.00		
61370	United Way Of Portage County	United Way	93.00		
	Flex Spending Accounts	FSA Fees	14.00		
	Flex Spending Accounts	FSA Contributions	1,575.61		
	Colonial Life	Colonial Life Premiums	238.78		
	Bank Fees	Bank Fees	1,598.49		
	WPS	Utility Charges	10,559.86		
	Payroll	Payroll	44,916.95		
	IRS & DOR PR Tax	Payroll Taxes	47,056.84		
	HRA Admin Fees	Admin Fees	30.00		
	TOTAL EXPENSES LISTED		\$ 365,678.94	\$ 365,678.94	
	BALANCE ON HAND JUNE 30, 2026			\$ 7,356,804.42	
		Balance on Hand		\$ 7,356,804.42	
		Plus uncleared checks		\$ 31,316.86	
		Less checks previously written clearing this month		\$ (33,764.99)	
		Ending Cash Balance matching Bank Statements		\$ 7,354,356.29	

REPORT TO THE AUGUST 10, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of July 1, 2026

\$ 7,354,356.29

Bank deposits recorded in July 2026

\$ 894,693.46

\$ 8,249,049.75

CHECKS ISSUED JULY 2026:

61371 Batteries Plus LLC	Batteries, Shop supplies	128.71
61372 Central States H & W Fund	Health Insurance Premiums	37,628.75
61373 City Of Stevens Point	Workers Comp Premiums	1,583.73
61374 Complete Control Inc.	Office HVAC troubleshooting	940.43
61375 County Materials Corp	Job materials	209.68
61376 Ferguson Waterworks #1476	Inventory	1,305.00
61377 H&S Protection Systems Inc	Replace faulty horn strobe at chemical building	263.00
61378 Kamstrup Water Metering LLC	Annual Software Subscription	2,463.01
61379 Kramar	Annual back flow preventor inspection	2,150.00
61381 NAPA	Shop supplies	29.98
61385 Michael Vassar	Jean & boot allowance	263.73
61386 Aspirus Medical Group, Inc.	Wellness Program, random drug testing - A. Sterling	106.50
61390 Employee Resource Center Inc	Monthly EAP Fees	50.83
61391 Fastenal Company	PPE	625.35
61392 Ferguson Waterworks #1476	Inventory	870.00
61393 First Supply LLC -Plover	Inventory, vacuum break for garage	126.49
61397 Mastercard	Office supplies, Well 11 supplies, Cutting blades, Retirement party supplies	487.59
61398 Plaski Disposal	Dumpster services	75.00
61401 Vestis	Rugs	54.06
61402 WI State Laboratory of Hygiene	Fluoride testing	31.00
61403 Community Foundation of Central WI	Employee Contribution	10.00
61404 United Way Of Portage County	United Way	91.00
61405 AnSer	After hours answering services	205.00
61407 Baker Tilly US LLP	2025 Audit	2,257.17
61408 City Of Stevens Point	Retirement, insurance, fuel & phone	23,875.04
61410 Dolce Printing	CCR Postcards	737.80
61411 Fastenal Company	Locate paint	380.17
61412 First Supply LLC -Plover	Piston	36.36
61413 Green Tree Construction	Refund Check 042261-008, 172 Evelyn Ct.	13.04
61414 INFOSEND INC	Notice printing	707.98
61416 PUBLIQ LLC	Statement Printing	3,600.96
61417 Anthony Sterling	Union dues - A. Sterling	39.00
61418 Teamsters Union Local 662	Union dues	1,940.00
61419 Water & Environmental Analysis Lab	Testing of monitoring well samples	2,688.00
61421 Esch Construction Supply, Inc.	Job Tools	1,965.22
61422 Ferguson Waterworks #1476	Leak locate 1933 W River Dr.	1,000.00
61425 Metron-Farnier LLC	Meters, Gaskets & shipping, Meter repair kit	36,659.91
61426 Premier Real Estate Mgmt LLC	Refund Check 040712-000, 3101 Whiting Ave Apt D8	44.92
61427 Public Serv Commission Of Wi	Rate Study	731.47
61428 Jerry Twit	Refund Check 014313-001, 3125 Main St.	77.43
61429 Mastercard	Survey Equipment, Meeting supplies, Job tools, Chlorine Analyzer Motor, AWS Charge for GIS Server, Supplies, Retirement Party, AWWA Membership, Conference & Retirement Expenses	2,843.88
61430 USA Blue Book	Lab Supplies	61.20
61431 Advanced Physical Therapy	Exit Audiogram - A Sterling	16.00
61432 Alex Bula	2025-26 Boot Allowance	221.53
61434 Hawkins Inc	Chemicals	6,071.48
61435 Heartland Business Systems, LLC	Monthly Billing for July	239.07
61436 John Fabick Tractor Co	CAT Skidsteer Maintenance	4,613.14
61438 Star Business Machines	Quarterly Maintenance	292.75
61439 USA Blue Book	Lab Supplies	482.91
61440 Vestis	Rugs & Laundry Services	54.06

61441 Water & Environmental Analysis Lab	Testing of monitoring well samples	1,176.00		
61442 Community Foundation of Central WI	Employee Contribution	10.00		
61443 United Way Of Portage County	United Way	91.00		
61444 Central Door Solutions, LLC	Garage door maintenance	616.32		
61445 Central States H & W Fund	Health Care Premiums	34,927.67		
61446 Cooper Oil Company Inc	Tractor grease	511.74		
61449 Ferguson Waterworks #1476	Inventory & Parts	14,245.75		
61451 H&S Protection Systems Inc	Annual monitoring-wellfield	673.60		
61452 Idexx Distribution, Inc.	Supplies	307.69		
61453 INFOSEND INC	Notice printing	255.20		
61454 Lincoln Contractors Supply Inc	Repair tamper	474.35		
61456 Martelle Water Treatment	Aquadene chemicals	8,460.46		
61459 Water & Environmental Analysis Lab	Testing of monitoring well samples	12,096.00		
T-Mobile	T-Mobile	3,458.30		
Flex Spending Accounts	FSA Fees/Contributions	495.09		
Colonial Life	Colonial Life Premiums	238.78		
Bank Fees	Bank Fees	1,701.65		
WPS	Utility Charges	40,272.10		
Payroll	Payroll	61,644.45		
IRS & DOR PR Tax	Payroll Taxes	76,536.04		
HRA Admin Fees	Admin Fees	30.00		
TOTAL EXPENSES LISTED			\$ 399,571.52	\$ 399,571.52
BALANCE ON HAND JULY 31, 2026				\$ 7,849,478.23
	Balance on Hand			\$ 7,849,478.23
	Plus uncleared checks			\$ 77,320.46
	Less checks previously written clearing this month			\$ (31,353.23)
	Ending Cash Balance matching Bank Statements			\$ 7,895,445.46

REPORT TO THE JULY 13, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

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

\$	7,239,958.40
\$	425,420.40
\$	7,665,378.80

CHECKS ISSUED IN JUNE 2026:

61279	Aquachem of America Inc.	Phosphorus Removal Chemical	10,582.40
61280	Central States H & W Fund	Health Insurance Premiums	19,576.05
61281	City Of Stevens Point	Workers Comp Premiums	1,048.73
61283	CV Technology	Display board	2,292.00
61285	Grainger	Supplies, pressure relief valve	554.76
61287	Integrity Fire Protection LLC	Annual fire line inspection-WWTP, Dryer Building, Utility Garage	809.67
61289	MacQueen Equipment	Televising parts	813.51
61290	Mr. Manhole	Manhole core machine	19,620.33
61294	WI Department of Natural Resources	Annual lab certification fee	19,475.14
61295	Logan Johnson	Refund Check 040668-000, 201 Wilshire Blvd N Apt#9	8.71
61296	Petty Cash	Jean allowance	168.80
61297	Aspirus Medical Group, Inc.	Wellness Program	34.00
61298	Atlas Copco Compressors LLC	Service repair	700.00
61299	Badger Laboratories, Inc.	Sample testing	200.00
61300	Batteries Plus LLC	Battery for pump	127.95
61302	City Of Stevens Point	Retirement, insurance, fuel & phone, May-Concrete	10,458.10
61303	Employee Resource Center Inc	Monthly EAP Fees	26.91
61305	Hawkins Inc	Chemicals	561.05
61309	Connor Palmgren	Backup at 509 Clayton	687.00
61311	Security Fence & Supply Co Inc	Fix fence after ice storm	674.00
61312	Shelly Solstice	Boot allowance	189.89
61313	Stevens Point Airport	US Bank credit card rebate	56.82
61314	Transit Department	US Bank credit card rebate	103.97
61316	Airgas USA, LLC	Nitrogen	3,192.10
61317	Aquachem of America Inc.	BFP Polymer	15,180.00
61318	Aspirus Medical Group, Inc.	Wellness Program	45.00
61319	Atlas Copco Compressors LLC	Aeration blower repair	2,729.50
61320	Candlewood Property Management	Refund Check 041947-000, 2040 Briggs St.	120.41
61321	Harter's Fox Valley Disposal	Dumpster services	792.15
61322	NCL of Wisconsin Inc	Lab supplies	714.10
61323	NOL-TEC Systems Inc.	Rebuild kit for biosolids transporter	451.77
61325	Vestis	Rugs & laundry services	249.13
61327	Donohue & Associates, Inc.	Engineering Services - Lift Station Replacement	3,674.74
61335	AT&T	Phone charges	44.98
61337	County Materials Corp	Speedcrete	141.97
61339	Ingersoll Rand Co	Replace check valves	3,015.38
61343	Northern Management LLC	Refund Check 042881-000, 401 Michigan Ave. #103C	6.94
61346	Securian Financial	MN Life Insurance Policy #002832L	20.83
61347	Spectrum Insurance Group LLC	Annual vehicle renewal	14,838.00
61348	Staab Construction Corp	UV Final Clarifier - Payment No. 8	8,000.00
61350	Mastercard	Supplies for trucks, AWS for GIS server, Grade rod, return, Collections-Safety equipment, Handle for autoclave unit, AWS for IT Pipes	3,682.60
61354	Grainger	Coupling insert	175.84
61355	Ingersoll Rand Co	Thermal valve for dryer room unit	2,877.89
61356	McMaster-Carr Supply Co	Supplies, Steel with lockable lever	784.69
61358	Dakota Electric Services Inc	Wiring for gate replacement	1,258.91
61359	Grainger	New hitch for pump	116.12
61361	Heartland Business Systems, LLC	Monthly billing - June	200.24
61364	Portage County Solid Waste	Disposal of fluorescent bulbs	121.15
61365	Public Serv Commission Of Wisconsin	2026 Rate Study	884.43
61367	Strand Associates Inc	Professional Services May 1-May 31 2026 Michigan Avenue	858.33
61368	Vestis	Rugs & laundry services	252.89
	GL Correction	GL Correction	125,499.31
	Flexible Spending Accounts	FSA Fees	14.00
	HRA	HRA Admin Fee	30.00
	WPS Utility Charges	Gas & Electric	27,842.63
	Sewer Payroll	Payroll	65,802.48

Payroll Taxes	Payroll Taxes	4,230.08	
Bank Fees	Bank Fees	1,598.48	
TOTAL OF EXPENSES LISTED		<u>\$ 378,216.86</u>	\$ 378,216.86
BALANCE ON HAND JUNE 30, 2026			\$ 7,287,161.94
	Balance on Hand		<u>\$ 7,287,161.94</u>
	Plus uncleared checks		\$ 19,284.77
	Less checks previously written clearing this month		\$ (17,676.36)
	Ending Cash Balance matching Bank Statements		<u><u>\$ 7,288,770.35</u></u>

<u>Less Restricted Balance</u>	\$ (5,333,509.49)
	\$ 1,955,260.86

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

** Lateral Replacement fund \$209,602.99

REPORT TO THE AUGUST 10, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

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

\$	7,288,770.35
\$	760,619.70
\$	8,049,390.05

CHECKS ISSUED IN JULY 2026:

61372	Central States H & W Fund	Health Insurance Premiums	19,576.05	
61373	City Of Stevens Point	Workers Comp Premiums	1,087.46	
61375	County Materials Corp	Job materials	209.68	
61379	Kramar	Annual back flow preventor inspection	600.00	
61380	Mulcahy Shaw Water Inc	Parts for thickener pumps	7,467.06	
61382	NCL of Wisconsin Inc	Lab supplies	1,056.80	
61383	Spee Dee Delivery Service Inc.	Shipping charges	20.54	
61384	Trojan Tech Corp	Cleaning canister	1,505.32	
61386	Aspirus Medical Group, Inc.	Wellness Program	34.00	
61387	CDW Government	New computer for Sewer Dept.	1,044.00	
61388	Cooper Oil Company Inc	Oil	972.95	
61389	E&B Scale Services, Inc.	Maintenance	150.00	
61390	Employee Resource Center Inc	Monthly EAP Fees	26.91	
61394	Hach Company	Chemicals	739.66	
61395	Harter's Fox Valley Disposal	Dumpster services	759.06	
61396	Hawkins Inc	Azone	627.20	
61397	Mastercard	Parts for Collection truck #17, notebooks, license renewal - J. Reigel	415.71	
61400	SJE	Updating to screenings washer controls	996.27	
61401	Vestis	Rugs & laundry services	252.89	
61406	AT&T	Phone charges	44.98	
61407	Baker Tilly US LLP	2025 Audit	1,653.99	
61408	City Of Stevens Point	Retirement, insurance, fuel & phone	10,023.40	
61409	Dakota Electric Services Inc	Troubleshoot drive for pump	201.00	
61410	Dolce Printing	Business Cards - Adam Clark	40.00	
61411	Fastenal Company	Locate paint	902.59	
61413	Green Tree Construction	Refund Check 042261-008, 172 Evelyn Ct.	14.10	
61415	Lubrication Engineers, Inc.	Grease for dryer	2,024.47	
61421	Esch Construction Supply, Inc.	Job Tools	1,965.21	
61423	First Supply LLC -Plover	Parts for Truck #17	465.13	
61424	Grainger	Absorbent Roll	550.04	
61426	Premier Real Estate Mgmt LLC	Refund Check 040712-000, 3101 Whiting Ave Apt D8	46.50	
61427	Public Serv Commission Of Wi	Rate Study	731.47	
61428	Jerry Twit	Refund Check 014313-001, 3125 Main St.	58.39	
61429	Mastercard	Office Supplies, AWS Charge for GIS Server, AWS Charge for IT Pipes	625.97	
61433	City Of Stevens Point	Professional Services for 26-106 S Side B-51	8,932.95	
61435	Heartland Business Systems, LLC	Monthly Billing for July	239.07	
61437	Staab Construction Corp	UV Final Clarifier Pymt 9	59,915.44	
61440	Vestis	Rugs & Laundry Services	252.89	
61444	Central Door Solutions, LLC	Garage door maintenance	616.32	
61445	Central States H & W Fund	Health Care Premiums	19,576.05	
61447	CV Technology	Fire suppression inspection	7,200.00	
61448	Dakota Electric Services Inc	Security gate upgrade	3,102.58	
61450	Grainger	Sprayer kit, Combo wrench	563.08	
61451	H&S Protection Systems Inc	Annual monitoring-biosolids	443.10	
61455	MacQueen Equipment	Camera maintenance	8,366.82	
61457	NCL of Wisconsin Inc	Lab supplies	550.87	
61458	Stevens Point Public Utilities	Quarterly Water Charges	1,046.39	
	T-Mobile	T-Mobile	1,329.71	
	Flexible Spending Accounts	FSA Fees	14.00	
	HRA	HRA Admin Fee	30.00	
	WPS Utility Charges	Gas & Electric	26,595.09	
	Sewer Payroll	Payroll	104,969.24	
	Payroll Taxes	Payroll Taxes	7,024.72	
	Bank Fees	Bank Fees	1,701.64	
TOTAL OF EXPENSES LISTED			\$ 309,358.76	\$ 309,358.76
BALANCE ON HAND JULY 31, 2026				\$ 7,740,031.29
			Balance on Hand	\$ 7,740,031.29
			Plus uncleared checks	\$ 49,050.31

Less checks previously written clearing this month	\$ (19,153.72)
Ending Cash Balance matching Bank Statements	\$ 7,769,927.88

<u>Less Restricted Balance</u>	\$ (5,342,567.85)
	\$ 2,427,360.03

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

** Lateral Replacement fund \$221,268.34

REPORT TO THE JULY 13, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

STORM WATER DEPARTMENT

FINANCES:

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

\$	3,355,661.69
\$	144,929.15
\$	3,500,590.84

CHECKS ISSUED JUNE 2026:

61280	Central States H & W Fund	Health Insurance Premiums/Health Insurance buy-in W. Worzalla Acct#7612670-0100	11,504.70		
61281	City Of Stevens Point	Workers Comp Premiums	615.25		
61286	H&S Protection Systems Inc	Update alarm panels add W. Worzalla	79.00		
61287	Integrity Fire Protection LLC	Annual fire line inspection-Utility Garage	115.66		
61288	John Fabick Tractor Co	Storm tractor #51 maintenance	1,045.61		
61290	Mr. Manhole	Manhole core machine	19,620.33		
61297	Aspirus Medical Group, Inc.	Wellness Program, Pre-employment testing-W. Worzalla	69.00		
61302	City Of Stevens Point	Retirement, insurance, fuel & phone, May - Concrete	6,715.70		
61303	Employee Resource Center Inc	Monthly EAP Fees	11.96		
61306	Brad Kucharzak	Boot allowance	150.00		
61318	Aspirus Medical Group, Inc.	Wellness Program	45.00		
61330	Mastercard	Tool & supplies	80.43		
61333	3K Custom Apparel	T-shirts- W. Worzalla	21.00		
61337	County Materials Corp	Speedcrete	141.96		
61346	Securian Financial	MN Life Insurance Policy #002832L	13.61		
61347	Spectrum Insurance Group LLC	Annual vehicle renewal	14,838.00		
61350	Mastercard	PPE	643.12		
61351	Warren Worzalla	Jean allowance	134.93		
61361	Heartland Business Systems, LLC	Monthly billing - June	200.24		
61367	Strand Associates Inc	Professional Services May 1-May 31 2026 Michigan Avenue	858.33		
	Flexible Spending Account	Fees	3.50		
	Bank Fees	Bank Fees	1,598.47		
	Payroll	Payroll	19,035.52		
	IRS	Payroll Taxes	2,138.62		
	WPS	Monthly Utility Charges	20.14		
	TOTAL OF EXPENSES LISTED		\$ 79,700.08	\$	79,700.08
	BALANCE ON HAND JUNE 30, 2026			\$	3,420,890.76
		Balance on Hand		\$	3,420,890.76
		Plus uncleared checks		\$	15,681.36
		Less checks previously written clearing this month		\$	(6,481.01)
	Ending Cash Balance matching Bank Statements			\$	3,430,091.11

REPORT TO THE AUGUST 10, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

STORM WATER DEPARTMENT

FINANCES:

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

\$	3,430,091.11
\$	281,178.61
\$	3,711,269.72

CHECKS ISSUED JULY 2026:

61372 Central States H & W Fund	Health Insurance Premiums	9,313.20		
61373 City Of Stevens Point	Workers Comp Premiums	661.84		
61375 County Materials Corp	Job materials	209.68		
61386 Aspirus Medical Group, Inc.	Pre-employment screening- W. Worzalla	276.50		
61390 Employee Resource Center Inc	Monthly EAP Fees	11.96		
61397 Mastercard	License renewal - J. Hoffman, Office Supplies	554.64		
61399 Professional Vegetation Management Services LLC	Vegetation control for Sandpiper swales	700.00		
61407 Baker Tilly US LLP	2025 Audit	1,274.42		
61408 City Of Stevens Point	Retirement, insurance, fuel & phone	5,031.93		
61413 Green Tree Construction	Refund Check 042261-008, 172 Evelyn Ct.	6.00		
61420 County Materials Corp	Concrete for Patch St. project	16,379.56		
61421 Esch Construction Supply, Inc.	Job Tools	1,965.21		
61428 Jerry Twit	Refund Check 014313-001, 3125 Main St.	72.41		
61429 Mastercard	AWS Charge for GIS Server	455.24		
61435 Heartland Business Systems, LLC	Monthly Billing for July	239.07		
61444 Central Door Solutions, LLC	Garage door maintenance	616.31		
61445 Central States H & W Fund	Health Care Premiums	9,626.28		
T-Mobile	T-Mobile	1,171.79		
Flexible Spending Account	Fees	3.50		
Bank Fees	Bank Fees	1,701.63		
Payroll	Payroll	43,778.54		
IRS	Payroll Taxes	3,457.60		
WPS	Monthly Utility Charges	809.13		
TOTAL OF EXPENSES LISTED		\$ 98,316.44	\$ 98,316.44	
BALANCE ON HAND JULY 31, 2026			\$ 3,612,953.28	

Balance on Hand	\$ 3,612,953.28
Plus uncleared checks	\$ 10,936.90
Less checks previously written clearing this month	\$ (15,693.36)
Ending Cash Balance matching Bank Statements	\$ 3,608,196.82

REPORT TO THE AUGUST 10, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of July 1, 2026	\$ 412,566.41
Bank deposits recorded in July 2026	\$ 27,010.21
	\$ 439,576.62

CHECKS ISSUED JULY 2026:

61411	Fastenal Company	Locate paint	126.72	
61460	WiscNet	Dark fiber services	7,150.00	
	TOTAL OF EXPENSES LISTED		\$ 7,276.72	\$ 7,276.72
	BALANCE ON HAND JULY 31, 2026			\$ 432,299.90
		Balance on Hand		\$ 432,299.90
		Plus checks written after the end of this month		\$ -
		Plus uncleared checks		\$ 7,150.00
		Less checks previously written clearing this month		
	Ending Cash Balance matching Bank Statements			\$ 439,449.90

REPORT TO THE JULY 13, 2026
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

FIBER (COMMUNITY AREA NETWORK)

FINANCES:

Bank balance as of June 1, 2026

\$	390,409.94
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Bank deposits recorded in June 2026

\$	22,199.36
----	-----------

\$	412,609.30
----	------------

CHECKS ISSUED JUNE 2026:

TOTAL OF EXPENSES LISTED

\$	-	\$	-
----	---	----	---

BALANCE ON HAND JUNE 30, 2026

\$	412,609.30
----	------------

Balance on Hand

\$	412,609.30
----	------------

Plus checks written after the end of this month

\$	-
----	---

Plus uncleared checks

Less checks previously written clearing this month

\$	(42.89)
----	---------

Ending Cash Balance matching Bank Statements

\$	412,566.41
----	------------

**City of Stevens Point
Airport Commission
August 10, 2026 - 1:05 PM
Stevens Point Public Utilities
300 Bliss Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

Meeting ID: 820 26885705

By Computer: [Zoom Link](#)

By Phone: (303) 715-8592

MINUTES

Discussion and Possible Action on:

1. Roll Call.

Present: Paul Adamski, Carl Rasmussen, Jeff Bushman and Ray Schmidt

Excused Absence: Anna Haines

Also Present: Joel Lemke, Ald. Christianson, Chris Lefebvre, Eric Southworth, Shane Kohnen, Jaime Zdroik, Ald. Shuda and Jodi Dobson-Baker Tilly.

2. Approval of Minutes

Motion made by Jeff Bushman, seconded by Ray Schmidt to approve the June 8, 2026 meeting minutes of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Jeff Bushman, seconded by Carl Rasmussen to approve the claims for the months of June and July as audited and read.

Ayes all. Nays none. Motion carried.

4. Audit presentation by Baker Tilly - Joel Lemke

Jodi Dobson of Baker Tilly presented the 2025 Audit.

A five-year trend for operating revenues and expenses was presented to the Commission. Operating revenues show a decrease in total revenues from 2024-2025. The decrease in operating revenues was primarily due to third parties such as the City and other local subsidies were picking up a larger portion of the total costs.

Operating expenses have been relatively stable, especially the last three years. Total expenditures are exceeding the total revenues. Need to look into ongoing revenue streams.

Joel stated that the tax levy contribution is small, the smallest in all the City. Trying to maintain a low levy need. Also, getting to a point of knowing that this is not sustainable.

We do recognize there is a shortfall in the Airport.

Jodi stated having an airport benefits the community, so there is justification for with transfer from the tax levy.

Motion made by Jeff Bushman, seconded by Carl Rasmussen to approve the 2025 Audit presented by Baker Tilly.

Ayes all. Nays none. Motion carried.

5. Petition update - Joel Lemke

Joel explained that the Commission will see a public notice in the paper on Thursday that says that the City of Stevens Point is going to petition the State. To use the monies from State and Federal sources we need to go through this process and part is the public notice/petition. The petition lists the projects. This year the petition only has two items because we reorganized our capital expenditure requests. There will be a Public Hearing on August 24th, 2026. So we can get the petition update filed.

6. Written/Verbal Report - Jason Draheim

The Commission reviewed the monthly reports in the packets.

Jeff questioned if building additional hangars and leasing them out would help bring in more revenue. Joel explained the costs involved with building hangars etc.

7. Adjournment.

Motion made by Ray Schmidt to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 1:20 P.M.

REPORT TO THE AUGUST 10, 2026
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of July 1, 2026

\$	134,891.27
----	------------

Bank deposits recorded in July 2026

\$	50,295.72
\$	185,186.99

CHECKS ISSUED IN JULY 2026

3205	Kramar	Annual back flow preventer inspection	100.00		
3206	Summit Fire Protection	Annual Alarm Monitoring	908.85		
3207	Employee Resource Center	Monthly EAP Fees	5.98		
3208	Abel Ruga	June Cleaning Services	175.00		
3209	Stevens Point Public Utilities	T-Mobile iPad Charges 3/21/26-6/20/26	65.94		
3210	Baker Tilly US LLP	2025 Audit	578.84		
3211	City of Stevens Point	Retirement, insurance, fuel & phone	7,514.39		
3212	Point Heating & Cooling	HVAC Maint.	1,423.06		
3213	Mastercard	Rugs & Internet, Office supplies, Batteries, Supplies	1,466.42		
3214	ULINE	Janitorial/Office Supplies	192.69		
3215	Heartland Business Systems, LLC	Monthly Invoice for July	89.65		
EFT	Payroll	July 2026	15,134.25		
	Delta Dental	Premium Charges	71.38		
	Wisconsin Public Service	Utility Charges	1,576.24		
	IRS & WI Dept of Revenue	Payroll Taxes	6,269.54		
	Gen Aviation	Gen Aviation	285.78		
TOTAL EXPENSES LISTED			\$ 35,858.01	\$	35,858.01
BALANCE ON HAND JULY 31, 2026				\$	149,328.98

Balance on Hand	\$ 149,328.98
Plus checks written after end of month	\$ -
Plus uncleared checks	\$ 1,556.07
Less checks previously written clearing this month	\$ (43,380.48)
Ending Cash Balance matching Bank Statements	\$ 107,504.57

REPORT TO THE JULY 13, 2026
MEETING OF THE AIRPORT COMMISSION

FINANCES:

Bank balance as of June 1, 2026

\$	145,522.06
----	------------

Bank deposits recorded in June 2026

\$	30,448.24
\$	175,970.30

CHECKS ISSUED IN JUNE 2026

3192	Abel Ruga	May Cleaning Services	175.00		
3193	City of Stevens Point	Retirement, insurance, phone & fuel	7,091.91		
3194	Employee Resource Center	Monthly EAP fees	5.98		
3195	Metal Crafters Inc.	Plow repairs	200.00		
3196	Per Mar Security Services	Gate 8 control panel repair	203.00		
3197	Point Supply	Janitorial supplies	490.06		
3198	Titan Aviation Fuels	Hangar Door Repair	1,950.00		
3199	Walt's Petroleum Service Inc.	Fuel farm filter change/meter calibration	13,007.08		
3200	Securian Financial	MN Life Insurance Policy #002832L	17.21		
3201	Mastercard	Quick Books Annual Subscription, rugs & internet, gloves, supplies	2,053.06		
3202	Total Aviation Hangar Door Services	Hangar Door Repair	1,950.00		
3203	Titan Aviation Fuels	Fuel purchase	41,252.33		
3204	Heartland Business Systems, LLC	Monthly billing - June	75.09		
EFT	Payroll	June 2026	9,459.80		
	Delta Dental	Premium Charges	71.38		
	Wisconsin Public Service	Utility Charges	1,952.45		
	IRS & WI Dept of Revenue	Payroll Taxes	3,756.24		
	Gen Aviation	Gen Aviation	219.24		
TOTAL EXPENSES LISTED			\$ 83,929.83	\$	83,929.83
BALANCE ON HAND JUNE 30, 2026				\$	92,040.47

Balance on Hand	\$	92,040.47
Plus checks written after end of month	\$	-
Plus uncleared checks	\$	43,580.48
Less checks previously written clearing this month	\$	(729.68)
Ending Cash Balance matching Bank Statements	\$	134,891.27

CITY OF STEVENS POINT
TRANSPORTATION COMMISSION MINUTES
August 10, 2026
2700 Week Street, Stevens Point, WI

Aldersperson Guthrie called the Transportation Commission meeting to order at 5:01 p.m.

1. Roll Call

Present: Aldersperson Guthrie and Karalyn Peterson.

Present via Zoom: Aldersperson Birr, Thomas Bertram, and Heidi Oberstadt.

Not Present: Nichole Lysne and Neil Prendergast.

Also Present: Tom Carroll and Talin Scheuermann.

2. Approval of June 8, 2026 minutes.

Heidi Oberstadt moved to approve the June 8, 2026 minutes. Karalyn Peterson seconded the motion. Call for the vote: ayes, all; nays, none; motion carried.

3. Approval of the June & July 2026 Financial/Claims Reports

Karalyn Peterson moved to approve the June & July 2026 Financial/Claims Reports.

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

4. Approval of the 2027 Section 5310 Mobility Management and Operating Assistance
(Volunteer Driver Program) Grant Applications.

Aldersperson Allison Birr moved to approve the 2027 Section 5310 Mobility Management and Operating Assistance (Volunteer Driver Program) Grant Applications. Karalyn Peterson seconded the motion. Call for the vote: ayes, all; nays, none; motion carried.

5. Central Transportation Update/Report.

Superintendent Scheuermann provided a transportation update, including UWSP routes, ridership, and staffing.

6. Next Meeting Date

The next meeting is scheduled for September 14, 2026 at 5:00 p.m.

7. Adjournment

The meeting was adjourned at 5:11 p.m.

PERSONNEL COMMITTEE
August 10, 2026 - 6:05 PM
Community Room
933 Michigan Avenue, Stevens Point, WI
OR
Zoom Teleconferencing
MINUTES

Discussion and Possible Action on:

1. Roll Call.

Present: Kneebone, Lang, Olson, Birr, Donahue.

2. Requesting to approve the proposed Associated Bank EDI Service Agreement — FSA, HSA, and COBRA.

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

Ald. Olson moved, Ald. Donahue seconded, to approve the request.

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

3. Request for known 2027 out-of-state travel per Administrative Policy 3.05.

H/R Manager Frasch gave an overview of the planned out-of-state travel.

Ald. Donahue moved, Ald. Olson seconded, to approve the request.

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

4. Request to move the Production Assistant position from Seasonal to Permanent Part-Time on Pay Plan.

Mayor Wiza gave an overview of the request.

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

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

5. Request for Merit Pay per policy 2.13(2).

Mayor Wiza gave an overview of the request.

Ald. Olson moved, Ald. Donahue seconded, to approve the request.

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

6. Police Department request for additional part-time Community Service Officer.

Chief Orgon gave an overview of the request.

Ald. Olson moved, Ald. Donahue seconded, to approve the request.

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

7. Adjournment.

Adjourned at 6:16 P.M.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT COMMITTEE MINUTES
August 10, 2026 - 6:00 PM**

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

OR

Zoom Teleconferencing

Discussion and Possible Action on:

1. Roll Call.

Present:

Ald. Guthrie, Donahue, Lang, Moldenhauer.

Excused:

Ald. Keymer.

2. License List:

- A. Temporary Extension of Licensed Premises: Partner's Pub & Grill, 2600 Stanley Street, Stevens Point, request for temporary extension of licensed premises for a returning special event, October 10, 2026, to include the area inside of the fence surrounding the property which includes the parking lot for their Partner's Pub 48th Annual Homecoming Bash.**

No concerns from law enforcement.

Ald. Moldenhauer moved, Ald. Donahue seconded, to approve extension of premises.

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

3. Request to Hold Event/Street Closing:

- A. Riverfront Jazz Festival on September 5 & 6, 2026 (Recurring).**
B. Pointoberfest on September 19, 2026 (Recurring).
C. Pacelli Homecoming Parade on October 2, 2026 (Recurring).
D. Halloween Trick or Treating on October 24, 2026 (Recurring).

No concerns from law enforcement.

Ald. Donahue moved, Ald. Moldenhauer seconded, to approve the events.

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

4. Adjournment.

Adjourned at 6:03 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

August 10, 2026 - 6:17 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

Zoom Teleconferencing

Meeting ID: 848 2231 6903 | Passcode: 108238

By Computer: [Zoom Link](#)

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

MINUTES

Non-Action Items:

1. Roll Call.

PRESENT Ald.Christianson, Morrow, Shuda and Guthrie

EXCUSED Ald. Keymer

OTHERS Comptroller Ladick, Mayor Wiza, Directors Kremer, Kivela, Beduhn,
PRESENT Fire Chief Moody, Police Chief Orgon, Deputy Treasurer Peterson,
Alderspersons Lang, Birr, Olson, Donahue, Kneebone, and
Moldenhauer, Ben Nusz, and Karen Margelofsky.

2. Presentation of Preliminary Update on the 2027 Operating Budget.

Comptroller Ladick reviewed the budget process with the Committee noting that the cost of living wage increase for 2027 is expected to be 3.13%. It was noted that the general operating budget is 81% wages and benefits. There will be a special Finance Committee meeting in October to present the proposed operating budget.

3. Presentation on investment options for the Forest Cemetery Perpetual Care Fund and Post-Employment Benefit funds and liabilities.

Comptroller Ladick explained the various investment options available to the City for cemeteries and post-employment benefit funds and liabilities. It was noted by the committee that the cost for cemetery plots should be looked at in the near future.

Discussion and Possible Action on:

4. Consideration of Claim-James Smith: Damage to vehicle by falling tree

branch.

Ald. Guthrie moved, Ald. Morrow seconded, to disallow the claim from James Smith for the damage to a vehicle caused by a falling tree branch.

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

5. Consideration of Claim-Nicole Winkelman: Damage to vehicle due to missing manhole cover.

Ald. Morrow moved, Ald. Shuda seconded, to deny the claim from Nicole Winkelman for damage to a vehicle due from missing manhole cover.

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

6. Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Firecrest Aerospace, Inc. Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.

Ald. Morrow, Ald. Shuda seconded, to approve the initial resolution regarding Industrial Development Revenue Bond Financing for Firecrest Aerospace Inc Project. This was brought back to the committee because a few things changed from the original resolution. None of the changes in the plan alter the basics of the agreement.

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

7. Approval of funding for the relocation of telecommunication lines at and around the former Edgewater site. (1450 Water St.)

Ald. Morrow moved, Ald. Shuda seconded, to approve the funding for the relocation of telecommunication lines at and around the former Edgewater site.

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

8. Approval of adjusting the fee for licensing cats.

Ald. Shuda moved, Ald. Morrow seconded, to increase the cost of a cat license to \$14 for spayed or neutered and \$24 for not spayed or neutered starting with the 2027 licenses.

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

9. Approval of agreement between the City of Stevens Point and Mid-State Technical College related to the proposed Nexus Center for public safety training and fire station number 3.

Fire Chief Moody informed the Committee that a couple of changes asked for from the previous version of the lease were made, including changing the term of the lease to fifty years and including right of first refusal with a three-year notice.

Ald Olson asked that declaring that area an emergency shelter and building with sustainability in mind, specifically geothermal, should also be added.

Ben Nusz noted establishing an emergency shelter could be done in a memorandum of

understanding at a later date and the construction of the building needs to meet technical college system standards so those things will all be looked at and evaluated.

Ald. Guthrie moved, Ald. Morrow seconded, to approve the agreement between the City of Stevens Point and Mid-State Technical College related to the Nexus Center for public safety training and fire station number 3.

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

10. Approval of change order with AECOM related to the North Segment of the Business 51 project.

Ald. Guthrie moved, Ald. Shuda seconded, to approve the change order with AECOM related to the North segment of the Business 51 project.

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

11. Approval of change order with AECOM related to phases 2 and 3 of the South Segment of the Business 51 project.

Ald. Shuda moved, Ald. Morrow seconded, to approve the change order with AECOM related to phases 2 and 3 of the South Segment of the Business 51 Project.

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

12. Approval of Claims Paid.

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

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

Closing Section:

13. Adjournment

Meeting adjourned at 7:34 pm.

COMPTROLLER-TREASURER REPORT
for the period ending June 30, 2026

	Bal June 1, 2026	Receipts	Disbursements	Bal June 30, 2026
GENERAL OPERATING CASH	\$2,573,906.54	\$4,596,062.86	\$3,330,846.17	\$3,839,123.23
UTILITIES & TRANSPORTATION (Cash and Investments)	\$20,166,788.85	\$1,021,907.10	\$1,117,346.31	\$20,071,349.64

INVESTMENTS	Bal June 1, 2026	TRANSFER IN	TRANSFER OUT	Bal June 30, 2026
GENERAL	\$37,626,004.09	\$519,000.93	\$0.00	\$38,145,005.02
SPECIAL REVENUE	\$870,837.81	\$0.00	\$0.00	\$870,837.81
DEBT SERVICE	\$893,075.47	\$7,720.01	\$174,119.63	\$726,675.85
CAPITAL PROJECTS	\$8,782,229.97	\$0.00	\$0.00	\$8,782,229.97
INTERNAL SERVICE	\$3,000,000.00	\$0.00	\$0.00	\$3,000,000.00
TRUST	\$4,533,389.91	\$0.00	\$0.00	\$4,533,389.91
TOTALS	<u>\$55,705,537.25</u>	<u>\$526,720.94</u>	<u>\$174,119.63</u>	<u>\$56,058,138.56</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$4,940,300	\$2,534,646	51.31%
POLICE	\$6,965,020	\$3,271,324	46.97%
FIRE	\$7,480,711	\$3,739,305	49.99%
PUBLIC WORKS	\$7,100,074	\$3,390,005	47.75%
PARK & REC	\$2,558,343	\$1,078,289	42.15%
CAPITAL PROJECTS	\$16,522,680	\$5,306,287	32.12%
DEBT SERVICE	\$12,327,501	\$12,888,050	104.55%
YTD TARGET	50.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$30,626,805	\$20,461,373	66.81%

Application Form

Name: Todd M. Penske

Address: 3909 Doolittle Drive, Stevens Point, Wisconsin 54481

Phone: [REDACTED]

Email: [REDACTED]

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

Police and Fire Commission

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

High-energy, trustworthy, community-minded, people-focused, and law-abiding Stevens Point resident,

and collaborative business professional, with enthusiasm and time to serve. Proven track record of

governance, leadership/management, and public service accomplishments, including

experience as former Police and Fire Commissioner for Marshfield, Wisconsin and City Council

Member with police/fire committee responsibilities (among other boards and committees) for
Austin, Minnesota. Exhibit spirit of entrepreneurialism, including for start-up/fast growth and

mature organizations, and for volunteerism, including as board member/coach for Financial

Wellness Program of Portage County and counselor for Stevens Point RentReady Program to
assist local persons in need. Very open/diverse-minded in terms of equal rights for everyone.

Significant public policy, business strategy/planning acumen, profit/loss responsibility,

organization/employee development work, written/verbal/interpersonal/communication skills,

project management, and private-public partnerships experience. See resume for further details.

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

City of Stevens Point City Clerk's Office

1515 Strong's Avenue, Stevens Point WI, 54481

Todd M. Penske 12-29-21

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

Stevens Point

Boards, Commissions, & Committees Application



Todd M. Penske

3909 Doolittle Drive, Apt 5, Stevens Point, Wisconsin 54481

SUMMARY

High-energy, collaborative business professional/educator with a spirit of entrepreneurialism and volunteerism, and demonstrated abilities in for- and non-profit organizations, governance and leadership/management (at CEO and other levels) and **public service**, consulting, human resources, executive/leadership and **career/life coaching, teaching/training/mentoring**, business development, among others; and, in customer contact (call) center, healthcare, publishing, **K-12/higher education**, energy foundation funds development/giving, government, tribal, other business consulting industries/sectors. **Strengths-based people developer**, with track record of organizational development success in both start-up/fast growth and mature organizations. Significant business planning and strategy acumen, interpersonal/communication and project management skills, profit/loss responsibility, public policy background. **Seeking part-time teaching opportunities at higher education/K-12 levels.** Background includes:

- Teaching/Mentoring
- Executive/Leadership and Career/Life Coaching
- Organizational/Employee Development
- Volunteerism
- Governance, Leadership/Management and Public Service
- For- and Non-Profits
- Business Consulting
- Human Resources
- Business Development
- Start-Ups/Fast Growth
- Angel Investing
- Search/Recruitment
- Career Transition/Outplacement
- Business Continuity/Succession
- Corporate/Cooperative and 24/7X365 Business Models
- B2B/B2C Services/Products
- Contact (Call) Center
- Mobile Tech/Social Media
- Vertical Integration
- Strategic Thinking/Planning
- Continuous Improvement
- Information Technology
- Software Development
- Project Management
- Development/Giving
- Labor (Union) Relations
- Mergers/Acquisitions
- Multiple Locations

PROFESSIONAL EXPERIENCE



Stevens Point Area School District (Fidelis Consulting Service), Stevens Point, Wisconsin **2024-Present**
Home to 15 elementary, junior high, and high schools, as well as specialized programs, serving over 7,000 students, making it one of largest school districts in region, and supported by over 1,000 teachers, administrators, and support staff. See www.pointschools.net and <https://fidelisconsultingedu.com/>.

Short- and Long-Term Substitute Teacher (Licensed)

- Ensure continuity of instruction in absence of regular teacher, covering various subjects and grade levels as needed. Implement lesson plans, maintain classroom management, adapt to different educational environments, and ensure student engagement; effectively utilize Schoology and Skyward systems for learning/classroom management.

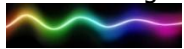


MINNESOTA STATE

Riverland Community College, Austin-Albert Lea-Owatonna, Minnesota **1999-Present**
Part of Minnesota State, consisting of 30 public colleges and 7 universities. See www.minnstate.edu/.

Adjunct Faculty Member

- Teach a variety of leadership/management, human resources, and operational on-line learning business courses at undergraduate degree level to traditional, non-traditional, and high school advanced placement students. Have taught 75+ courses, including internships, and 500+ students, with high student satisfaction ratings; effectively utilize Brightspace D2L learning management system for coursework.



Bespoke Consulting LLC, Stevens Point, Wisconsin **2021-Present**
Provide organizational/employee development consulting/coaching expertise to small-, medium-, and large-size business organizations primarily in north-central Wisconsin. See www.facebook.com/bespokeconsulting.us.

Founder and Consultant/Executive Coach

- Expertly provide customized organizational/employee development consulting/coaching services in talent development (executive/leadership coaching, group/team training, and assessment), search/recruitment, interim executive/leader services, entrepreneur/start-up business planning (including strategic thinking/planning), career transition/outplacement, and other generalized/specialized business/human resources consulting services.



Cardinal Stritch University, Milwaukee, Wisconsin **2000-2023**
Private higher education institution rooted in liberal arts and provides graduate and undergraduate programs to prepare students for life and professional careers. Discontinued business operation August 2023. See www.stritch.edu.

Adjunct Faculty Member

- Teach a variety of leadership/management and other business courses, especially capstone/thesis project to graduate, in on-line/on-ground accelerated-learning formats at graduate/undergraduate degree levels in Colleges of Graduate and Undergraduate Studies. Have taught 100+ courses and 750+ students, with high student satisfaction ratings; effectively utilize Canvas learning management system for coursework.
- Faculty Chair (2012-2013) for College of Business and Management (CBM) Bachelor of Science in Management (BSM) accelerated-learning degree program for over 600 students, as part of new CBM Dean's reorganization plan.

 **GrouVe LLC**, Stevens Point, Wisconsin

2017-2022

Angel investor/partnership/mentoring with 2017 University of Wisconsin-Stevens Point graduate. Business-to-business/business-to-consumer mobile/web applications that help coworkers, eventgoers, and friends create shared experiences by bringing photos and videos together in one place so everyone can stay - and grow - more visually connected. Business operation dissolved 12-31-22 due to 2020-2022 COVID-19 pandemic and slow recovery period.

Co-Founder/President

- Developed and implemented start-up business plan, including making angel investments of \$200,000+ before business started to develop traction/monetize in years 2-3 of operation.
- Awarded \$50,000 by Wisconsin Ideadvance Seed Fund Program for mobile/web applications development and business operation, to help achieve Wisconsin user benefits.
- Performed meticulous application design work for (1) companies to build corporate culture by keeping employees informed and engaged through secure mobile photo and video sharing hosted in cloud, (2) event organizers to create sense of community among attendees and drive engagement during events while gaining valuable insight into attendee behavior, and (3) users to easily share photos and videos from parties, weddings and outings with family and friends of all generations in single place - no more texting photos and videos.



PeopleFirst HR Solutions, Inc., La Crosse, Wisconsin

2015-2020

Provide organizational/employee development consulting to small/medium/large business organizations primarily in Wisconsin and Minnesota. Early retired from firm (now PeopleFirst Leadership Partners). See www.pfleadership.com.

Managing Partner and Consultant/Executive Coach (and served as Chairman of the Board)

- Seasoned corporate leader/executive manager, co-owner, and coaching practice leader for firm.
- Expertly provide customized organizational/employee development consulting services in talent development (executive/leadership coaching, group/team training, and assessment), search/recruitment, interim executive/leader services, entrepreneur/start-up business planning (including strategic thinking/planning), career transition/outplacement, and other generalized/specialized business/human resources consulting services.
- Operating partner for northern half of Wisconsin and Minneapolis/Saint Paul, Minnesota practice areas.



TAG Consulting, Fairfax, Virginia

2011-2014

Assist clients in discovering and implementing right ideas, and to make client organizations more productive and effective, from intensive on-site consultations to long-term coaching. Business dissolved in 2018.

Business Consultant/Executive Coach

- Consulted with/coached clients to embrace change by capitalizing on emerging business opportunities, creating strategic focus, developing adaptive work climates, resolving internal conflict, and retaining superior performers through strengths-based; trained/certified on several assessment tools utilized for coaching. Coached over 75 people and 900 hours.
- Managed firm's practice (2012-2013) involving 30 executive coaches and over 250 persons being coached for large client organization engagement, including recruitment, on-boarding, training and development, and performance management of coaches, and other related business activities.



Cooperative Response Center, Inc., Austin, Minnesota

1998-2011

Nationwide cooperatively owned and operated, 24/7 contact (call) center, UL-listed central alarm monitoring station (for medical/first-call-for-help and security), and software provider. See www.crc.coop.

President and CEO

- Established vision, mission, and organizational values with Board of Directors for start-up business. Introduced five-year business planning to manage growth, including business continuity/succession planning, and sub-plans on corporate goals/objectives, strategy, marketing, finance, staffing, and technology. Utilized Carver Policy Governance Model®.
- Created evolving comprehensive human resources management system for company, starting from scratch, including strengths-based employee engagement and organizational development.
- Grew market share of business-to-business (B2B) electric cooperative customers from 10% to 25%, to number one position in niche market. Increased employee base from 25 to 175 and added Spanish language capability. Quintupled annual revenues from \$2 million to over \$10 million. Selected by Inc. Magazine in 2007 as one of 5,000 (ranked 3550) fastest growing private companies in the US. Reported to nine-member Board of Directors.

- Grew profit centers, especially through development of information services/products, from 1.0 million business-to-consumer (B2C) customers to over 3.5 million in 40 US states. Lead strategic plan implementation involving focuses on employees, customers, and market share. Customer satisfaction at all-time high in 2010.
- Expanded enterprise from one location to three, utilizing both owned and leased facilities. Articulated need and lead effort for southern US expansion to meet local presence and dialect needs of region, including Spanish language and cultural requirements of Hispanic customer base throughout US.
- Created wholesale-retail central station operation to reinvent and preserve/grow revenue stream, reacting to strong merger/acquisition activity in alarm service dealer industry. Developed distribution channel with personal emergency response system (PERS) technology, and vertical integration by both monitoring and selling systems.



Wisconsin Advanced Telecommunications Foundation, Madison, Wisconsin

1996-1998

Private operating foundation start-up created by Wisconsin 1993 Act 496 as public-private partnership to fund advanced/innovative telecommunications-based projects and efforts to educate state's residents, businesses, and institutions about benefits of advanced and innovative applications. Sunset (dissolved) in 2001.

Executive Director

- Developed and implemented start-up business plan for WATF, including funds development, fund investment strategy, and grant-making. Led team of high caliber, paid and volunteer professional/technical staff across Wisconsin.
- Chief administrative/information officer with Educational Technology Board (ETB) until ETB's sunset in 1997, involving complex public policy reporting relationship to two Boards of Directors, Wisconsin Department of Administration, Joint Legislative Committees on Finance and Information Technology, and Governor's office.
- Identified and solicited \$14 million in WATF contributions by 1998, with total of \$30.5 million planned by 2002.
- Partnered strategically with 500+ public/private-sector organizations (mostly K-12 schools/higher education and libraries) throughout Wisconsin to co-fund and implement advanced information technology and telecommunication projects. WATF made \$5 million in grants by 1998; ETB made \$15 million in grants in 1996-1997 timeframe before its sunset, which all required equal matching funds, resulting in over \$40 million for 2.5 million targeted end users projected to benefit.



Marshfield Clinic Health System (and formerly Ministry-Saint Joseph's Hospital), Marshfield, WI 1987-1996

One of largest private, multispecialty clinical group practices in US, founded in 1916, with 775 physicians located in 54 locations throughout Wisconsin; 500+ bed tertiary care teaching hospital founded 100+ years ago, and largest rural referral medical center in Wisconsin. See www.marshfieldclinic.org.

Director, Telecommunications

- Lead/managed/coached 30 supervisory, professional/technical, and other staff, and \$2.0+ annual operating budget.
- Designed and implemented voice/data communications, medical imaging, and broadband videoconferencing virtual private network (VPN) after cost-benefit study to link Clinic enterprise and its medical/non-medical staff for various business, telemedicine (including electronic medical records), and training and development applications; significantly reduced staff travel costs while better leveraging staff time and talents.
- Established wireless infrastructure and 24/7 communications center for air and ground ambulance medical transportation service called "Spirit of Marshfield" with 150-mile radius operation. Hired control center staff.

LICENSES

Short-Term Substitute Teaching, Wisconsin Department of Public Instruction, license 886219 (7-1-22 to 6-30-28)

EDUCATION

Master of Business Administration (**MBA**), Cardinal Stritch University, Milwaukee, Wisconsin

Bachelor of Science (**BS**) - Management, Cardinal Stritch University, Milwaukee, Wisconsin

GOVERNANCE/LEADERSHIP AND COMMUNITY INVOLVEMENT

Rotary International (and Paul Harris Fellow), Various Clubs and Board of Directors/Officers Positions (1993-Present)

Global Teaching/Tutoring Volunteer in Business/Entrepreneurism and English Literacy (2016-Present)

Chairperson, Board of Directors (and Personal Financial Coach), Financial Wellness Portage County (2016-2024)

Coach, Rent Ready Portage County, Administered by Hunger Poverty Prevention Partnership (2021-2024)

Board of Directors, Development Corporation of Austin, Inc. (2007-2011)

Board of Directors (including President), Austin Area Chamber of Commerce (2001-2007)

City Council Member (and Police/Fire Committees, Parks/Recreation Board, Housing Authority Board, and

Environmental Services Committee), Austin, Minnesota (1999-2000)

Vice President, Police and Fire Commission, Marshfield, Wisconsin (1994-1995)

Board of Directors (including Treasurer), Marshfield Medical Center Credit Union (1990-1995)

Board of Directors (including President), Friends of Ronald, Inc. (Ronald McDonald House), Marshfield, Wisconsin (1988-1995)



MEMORANDUM

To: Common Council

From: Jarod Kivela, Director of Community Development

Date: August 12, 2026

RE: **Sale Agreement — 601 Main Street (former Chase Bank)**

The City has been in negotiations with JPMorgan Chase Bank for the acquisition of the property at 601 Main Street, the former Chase Bank site. The acquisition of this parcel and the negotiated purchase price have already been reviewed and approved by the appropriate bodies through prior action. Staff is bringing the final Sale Agreement forward for approval; it is the document JPMorgan Chase has prepared based on those negotiations, prior approvals, and review by our attorney.

Acquisition of this site has been a primary focus of the City for several years, based on sustained public input and the approved redevelopment plans for the area. It is a strategic acquisition that positions the City to advance redevelopment of the downtown and to bring beneficial amenities into the area consistent with the Downtown Targeted Area Master Plan.

Key Agreement Terms

- **Property:** 601 Main Street, Stevens Point, approximately 2.4 acres, improved with an approximately 19,200 sq. ft. building and a drive-up facility with canopy.
- **Purchase Price:** \$3,000,000, payable in immediately available funds at closing, subject to standard closing adjustments.
- **Earnest Money:** \$30,000, applied as a credit to the purchase price at closing.
- **Deed Restriction:** The Property may not be used in the future as a bank or similar financial institution, as a material component of the consideration for the sale.

www.stevenspoint.com

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

Recommendation

Staff recommends approval of the attached Sale Agreement and authorization for staff and the appropriate officials to execute the agreement and complete the necessary paperwork to bring the transaction to closing.

Staff further requests some flexibility in executing this purchase in the event minor changes are needed, in order to meet necessary timelines requested by JPMorgan Chase. As with any real estate deal, timeliness is key. Any such changes would be reviewed and approved by the City Attorney and made in the best interest of the City to further its goals.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2026 (“**Effective Date**”), by and between **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association, as successor in interest to Bank One, Wisconsin (“**Seller**”), and **CITY OF STEVENS POINT**, a Wisconsin municipal corporation (“**Buyer**”).

W I T N E S S E T H:

A. Seller currently owns the Property (defined below), which was previously used as a bank.

B. Seller has agreed to sell the Property to Buyer based in part on the mutual agreement that the Property shall not be used in the future as a bank or such other financial institution as more particularly set forth in the Deed (as hereinafter defined) (collectively, the “**Deed Restrictions**”).

C. Seller and Buyer acknowledge that the Deed Restrictions are material components of the consideration for Seller’s disposition and Buyer’s acquisition of the Property.

In consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

Article 1 SALE AND PURCHASE

1.01 Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, upon the terms and conditions set forth herein, the following property (collectively, the “**Property**”):

(a) **Real Property.** The real property located at 601 Main Street, Stevens Point, Wisconsin consisting of approximately 2.4 acres (net of all easements and road rights-of-way) located in the State of Wisconsin, County of Portage, and City of Stevens Point, as more particularly described in **Exhibit A** attached hereto (the “**Land**”), together with (1) all improvements located thereon, including, without limitation, that certain approximately 19,200 +/- square foot building and a 2102 square foot drive-up facility with canopy. (“**Improvements**”), and (2) all and singular the rights, interests, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, and without warranty, all right, title and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining such Land (collectively, the “**Real Property**”).

(b) **Fixtures.** All of the fixtures affixed to the Real Property, if any, owned by Seller (collectively, the “**Fixtures**”).

All of the Property shall be conveyed, assigned and transferred to Buyer at Closing (as hereinafter defined) free and clear of all liens, claims, easements and encumbrances whatsoever except for the Permitted Encumbrances (as hereinafter defined).

Article 2 PURCHASE PRICE AND EARNEST MONEY

2.01 Purchase Price. The price (the “**Purchase Price**”) of the Property shall be Three Million and 00/100 Dollars (\$3,000,000.00). The Purchase Price is payable in cash or immediately available funds at Closing, subject to closing adjustments.

2.02 Earnest Money. Within three (3) Business Days (as hereinafter defined) of the Effective Date, Buyer shall deliver to Chicago Title Insurance Company, 711 Third Avenue, New York, NY 10017, Attn: Matthew S. Bliwise (the “**Title Company**”) an earnest money deposit, in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) (the “**Earnest Money**”), to be held in accordance with the terms of this Agreement. The Earnest Money shall be in the form of a certified or cashier’s check or the wire transfer to the Title Company of immediately available U.S. federal funds. If Buyer fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement by written notice to Buyer at any time prior to the actual receipt by the Title Company of such deposit from Buyer, in which event any Earnest Money that has previously been deposited by Buyer with the Title Company shall be immediately delivered to Seller and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

2.03 Disposition of Earnest Money. The Earnest Money shall be applied as a credit to the Purchase Price at Closing. In the event of a termination of this Agreement by Seller or Buyer, the Title Company is authorized to deliver the Earnest Money to the party hereto entitled to same pursuant to the terms hereof on or before the third (3rd) Business Day following receipt by the Title Company and the non-terminating party of written notice of such termination from the terminating party, unless the non-terminating party notifies the Title Company that it disputes in good faith the right of the terminating party to receive the Earnest Money. In the event of such a dispute, the Title Company may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All reasonable attorneys’ fees and costs and the Title Company’s costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution. In the event of conflicting instructions to the Title Company, the Title Company shall be obligated to perform such obligations and duties only pursuant to joint written instructions from Seller or Buyer or an order of a court of competent jurisdiction.

In performing any of its duties hereunder, the Title Company shall not incur any liability to anyone for any damages, losses, or expenses, except for willful misconduct, or gross negligence, and it shall accordingly not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of the Title Company under this Agreement, or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Title Company shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement. Seller and Buyer hereby jointly agree to indemnify, defend and hold the Title Company harmless against any and

all loss, damage or expense (including but not limited to reasonable attorneys' fees and expenses, if any, and the enforcement of this indemnity) which it may incur by reason of performance of its obligations and duties as the Title Company, in the absence of the Title Company's willful misconduct or gross negligence.

The Title Company has executed this Agreement in the place indicated on the signature page hereof in order to confirm that, upon receipt of the Earnest Money, the Title Company shall hold the Earnest Money in escrow, and shall disburse the Earnest Money pursuant to the provisions of this Article 2.

2.04 Balance of Purchase Price. The balance of the Purchase Price shall be payable in cash or immediately available funds at the time of Closing, subject to closing adjustments.

Article 3 TITLE AND SURVEY

3.01 Title Commitment and Reports. Within fifteen (15) days from the Effective Date, Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Buyer, the following ("**Seller's Deliverables**"):

- (a) An ALTA commitment for title insurance ("**Commitment**") covering the Property, issued by the Title Company, setting forth the status of the title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property;
- (b) A true, complete and legible copy of all documents referred to in the Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions and easements ("**Title Documents**"); and
- (c) To the extent in Seller's possession as of the Effective Date, copies of any plans, specifications, permits, environmental and other studies, test results, surveys, plats, property tax records, and other relevant documentation, but excluding confidential materials not directly related to the current maintenance and/or management of the Property such as, without limitation, Seller's internal memoranda, financial projections, budgets, appraisals, accounting and tax records and similar proprietary, privileged or confidential information relating to the Property.

3.02 Survey. To the extent a survey of the Property is in Seller's possession, Seller will provide a copy of such existing survey within five (5) days of the Effective Date. Within three (3) Business Days after the Effective Date, Buyer, at Buyer's sole cost and expense, shall order a new or updated survey using ALTA/NSPS 2021 standards (the "**Survey**"), prepared by a licensed surveyor in the jurisdiction where the Property is located. Buyer shall provide a copy of the Survey to Seller within two (2) Business Days after receipt thereof.

3.03 Title Review. Buyer shall have a period of ten (10) days after Seller delivers the Seller's Deliverables, in which to review the Commitment, Title Documents and Survey, and to deliver to Seller in writing such objections as Buyer may have to any of such items (the "**Title Review Period**"). Any items to which Buyer does not object within the Title Review Period shall be deemed to be permitted encumbrances ("**Permitted Encumbrances**"). If Buyer timely objects

to any matter contained in the Commitment, Title Documents or Survey ("**Title Objections**") as hereinabove provided, Seller may elect to cure such objections, by giving Buyer notice thereof ("**Seller's Notice**"). If Seller fails to respond to the Title Objections within five (5) Business Days after Seller's receipt of Buyer's Title Objections ("**Seller's Response Period**"), Seller will be deemed to have elected not to cure any Title Objections. Within three (3) Business Days following the earlier of (i) receipt of Seller's Notice or (ii) the expiration of the Seller's Response Period, Buyer shall elect either to (i) terminate this Agreement and have the Earnest Money released to Buyer, following which neither party shall have any further rights, duties or obligations hereunder except for rights and obligations which, by their terms, survive the termination hereof, or (ii) purchase the Property, without a reduction in the Purchase Price, subject to the Title Objections not so removed or cured, in which event those Title Objections shall be deemed to be Permitted Encumbrances.

3.04 Updated Commitment. If Buyer elects not to terminate this Agreement in accordance with Section 3.03 above, Seller, upon request of Buyer, shall cause the Title Company to reissue from time to time the Commitment prior to Closing. Buyer shall have the right to object to any new exceptions first appearing on any updated Commitment that materially adversely affect Buyer's intended use of the Property other than the Permitted Encumbrances and any matters caused by, through or under Buyer. If Seller fails to cure such items, Buyer shall again have the right to terminate this Agreement and be reimbursed the Earnest Money or waive the objection and proceed to Closing. Buyer shall have three (3) Business Days after receipt of such updated Commitment to object to any new exceptions. The time periods for Seller to respond to Buyer's new objections and for Buyer to terminate this Agreement as a result of Seller's response, or deemed response, to such objections shall be the same as those set forth in Section 3.03 above, and, if necessary, the Closing Date shall be extended for such purposes.

Article 4 INSPECTION

4.01 Inspection Period. At Buyer's sole cost and expense, Buyer shall have a period of thirty (30) days from the Effective Date ("**Inspection Period**") in which to inspect the Property and to investigate the desirability and utility of the Property for Buyer's intended use.

4.02 Buyer's Option to Terminate. If Buyer determines, in its sole and absolute discretion, that the Property is not suitable for Buyer's intended use within the time periods specified above, Buyer shall have the right either to (A) terminate this Agreement by written notice to Seller on or before 5:00 p.m. local time where the Property is located on the last day of the Inspection Period, in which event the Earnest Money and all interest earned thereon, if applicable, shall be returned to Buyer and neither party shall have any further rights or obligations to the other hereunder, except Buyer's obligations to promptly repair and restore all damage to the Property and indemnify and hold Seller harmless from and against all losses, liens, claims, costs, damages, liabilities and expenses arising out of or in connection with any entry upon the Property by Buyer and its agents, servants, employees and contractors and any other rights and obligations which, by their terms, survive the termination hereof, or (B) waive the requirements and/or contingencies regarding such inspection and proceed with this Agreement, in which event the Closing shall occur in accordance with the timeline set forth in Section 9.01, provided Buyer is satisfied as to all other contingencies set forth herein. If Buyer does not timely give a termination notice, this Agreement shall continue in full force and effect, Buyer shall be deemed to have waived its right to terminate

this Agreement pursuant to this Section 4.02, and Buyer shall be deemed to have acknowledged that it has received or had access to and conducted all inspections and tests of the Property that it considers important. In the event this Agreement is terminated or Buyer fails to perform hereunder, Buyer shall promptly (i) destroy any statements, documents, schedules, exhibits or other written information obtained from, or on behalf of, Seller in connection with this Agreement or the transaction contemplated herein and (ii) provide to Seller copies of any survey, site plan, property condition report or other diligence items prepared or obtained by Buyer in connection with this Agreement or the transaction contemplated herein, excluding any proprietary or privileged materials of Buyer.

4.03 Inspections. Buyer must give Seller two (2) full Business Days' prior telephone or written notice of any inspection. Notwithstanding the foregoing, Buyer is not permitted to (i) conduct any invasive testing, including but not limited to any Phase II environmental site assessments or (ii) contact or communicate with any tenant or other resident of the Property, without Seller's prior written consent and without a representative of Seller being present if Seller elects to be present. In conducting any inspections or investigations of the Property, Seller's Deliverables or any Property documents, Buyer and its agents and representatives shall: (a) not interfere with the operation and maintenance of the Property; (b) not damage any part of the Property or any personal property owned or held by any tenant or any third party; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees or any tenants or their guests or invitees; (d) comply with all applicable laws; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; (g) repair any damage to the Property resulting directly or indirectly from any such inspection or tests; (h) conduct such inspections or investigations at all reasonable times during normal business hours; and (i) deliver to Seller, within five (5) Business Days after the completion of any inspection or test, unconditional lien releases from all contractors, subcontractors, laborers, materialmen, and other persons who performed work on or furnished materials to the Property in connection with such inspection or test, in form and substance reasonably satisfactory to Seller.

4.04 Indemnification and Insurance. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Buyer's inspections or tests permitted under this Agreement or any violation of the provisions of this Article 4; provided, however, the indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (i.e., latent environmental contamination) so long as Buyer's actions do not aggravate any pre-existing liability of Seller. In addition, Buyer shall maintain, at Buyer's expense, and shall cause each of its agents and contractors entering the Property to be covered by, and, upon request of Seller, shall deliver to Seller evidence of, commercial general liability insurance, with a combined single limit of not less than \$2,000,000.00 general liability, from an insurer reasonably acceptable to Seller, insuring Seller as an additional insured, against injuries or damages to persons or property that may result from or are related to (i) Buyer's and/or Buyer's representatives' entry upon the Property, and (ii) any investigations or other activities conducted thereon, and deliver a copy of such insurance policy to Seller prior to the first entry on the Property. Buyer's indemnification obligations under this Section 4.04 shall survive the termination of this Agreement and shall survive the Closing.

4.05 Seller's Post-Closing Access. Following Closing, Buyer shall permit Seller and its agents, contractors, and representatives to access the Property at reasonable times during normal business hours upon not less than two (2) Business Days' prior written notice for the purpose of removing any signage, trade fixtures, vault equipment, ATM equipment, or other proprietary equipment or materials that were not conveyed to Buyer at Closing (collectively, "**Seller's Property**"). Seller shall complete such removal within sixty (60) days after Closing. Seller shall repair any damage to the Property caused by such removal and shall indemnify, defend, and hold Buyer harmless from any claims, damages, or expenses arising out of Seller's entry upon the Property pursuant to this **Section 4.05**. The provisions of this **Section 4.05** shall survive the Closing.

4.06 No Representation or Warranty by Seller. Buyer acknowledges that, except as expressly set forth in this Agreement, Seller has not made and does not make any warranty or representation regarding the truth, accuracy or completeness of the Seller's Deliverables or any Property documents or the source(s) thereof. Buyer further acknowledges that some if not all of the Seller's Deliverables and any other Property documents were prepared by third parties other than Seller. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Seller's Deliverables or any Property documents, or in any other written or oral communications transmitted or made available to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic condition, compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Seller's Deliverables or any Property documents and is providing the Seller's Deliverables and any Property documents solely as an accommodation to Buyer.

Article 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.01 Seller's Representations. Seller hereby represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, that:

(a) On the Closing Date, Seller shall convey the Property to Buyer by special warranty deed and provide a Title Policy insuring good and marketable title in fee simple to the Property in Buyer, subject to the Permitted Encumbrances, in accordance with the terms and conditions of this Agreement;

(b) To Seller's knowledge, Seller has received no written notice of any condemnation or eminent domain proceedings, nor entered into negotiations for the sale of any of the Property in lieu of condemnation and, to the best of Seller's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in writing in connection with the Property or any part thereof;

(c) Seller has validly executed this Agreement and the same constitutes the binding obligation of Seller except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors; and

(d) Seller has full power, authority and capacity to enter into this Agreement and to carry out Seller's obligations under this Agreement and the consummation by Seller of the sale of the Property is not in violation of, or in conflict with, nor does it constitute a default under, any term or provision of Seller's organizational documents, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any applicable legal requirement or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(e) Seller is a "United States person" as defined in §§1445 and 7701 of the Internal Revenue Code of 1986, as amended.

(f) To Seller's knowledge, there are no written or oral leases or tenancies or other occupancy arrangements of any kind or nature whatsoever affecting the Property that will be in effect on the Closing Date.

"Seller's knowledge" means the current and actual knowledge of Todd Katz and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller or any affiliate of Seller, to any property manager, or to any other officer, agent, manager, representative or employee of Seller, any agent or representative of Seller, any direct or indirect owner of any beneficial interest in Seller, or any affiliate of any of the foregoing, or to impose or have imposed upon such individuals any duty to investigate the matters to which such knowledge, or the absence thereof, pertains. Seller represents that Todd Katz is the person most knowledgeable with respect to such matters.

5.02 Notwithstanding anything to the contrary in this Agreement, all representations and warranties of Seller contained in Section 5.01 shall survive the Closing for a period of six (6) months from the Closing Date (the "Survival Period"), after which time the same shall terminate and be of no further force and effect, and Seller shall have no liability to Buyer with respect thereto. No claim for a breach of any representation or warranty of Seller shall be actionable or payable unless written notice containing a description of the specific nature of such breach shall have been given by Buyer to Seller prior to the expiration of the Survival Period and an action shall have been commenced by Buyer against Seller within thirty (30) days after the expiration of the Survival Period.

5.03 Buyer's Representations. Buyer hereby represents and warrants to Seller, as of the Effective Date and as of the Closing Date, that:

(a) Buyer is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable law, agreement, instrument, restriction, or by a judgment, order or decree of any applicable governmental authorities having jurisdiction over Buyer;

(b) Buyer is a municipal corporation duly organized and validly existing under the laws of the State of Wisconsin;

(c) The individual executing this Agreement on behalf of Buyer is duly authorized to execute this Agreement on behalf of Buyer. The execution and delivery of this Agreement and the performance of all obligations of Buyer hereunder have been duly

authorized by required action of Buyer and constitute the valid and binding obligations of Buyer except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors;

(d) No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any governmental authorities or any other entity or person is required to be made, obtained, or given by Buyer in connection with the execution, delivery, and performance of this Agreement, except such consent, waiver, approval, authorization, filing, registration or qualification which has been made, obtained or given;

(e) There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to Buyer's knowledge, threatened against Buyer;

(f) Buyer is a "United States person" as defined in §§1445 and 7701 of the Internal Revenue Code of 1986, as amended;

(g) Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to pay the Purchase Price at Closing and is not relying on any financing contingency in connection with its obligations under this Agreement;

(h) All necessary municipal approvals, authorizations, consents, and resolutions required for Buyer to enter into this Agreement and consummate the transactions contemplated hereby, including, without limitation, any required approval by Buyer's governing body, have been obtained, and no referendum, public vote, or additional public approval process is required in connection with this transaction; and

"Buyer's knowledge" means the current and actual knowledge of [REDACTED]. Buyer represents that [REDACTED] is the party most knowledgeable with respect to such matters.

Article 6 COMMISSIONS

Each party hereby warrants and covenants to the other party that it has not dealt with any real estate broker or salesperson in connection with this sale of the Property except CBRE, Inc. (Brian Wolff), representing Seller, as a seller's agent ("**Seller's Broker**") and CBRE, Inc. (Brian Wolff), with whom Buyer is working ("**Buyer's Broker**"; and together with Seller's Broker, the "**Brokers**"), and that no real estate commissions, finders' fees or brokers' fees have been or will be incurred in connection with this Agreement or the sale contemplated hereby except a commission to be paid by Seller to Brokers at Closing in accordance with the terms of a separate commission agreement(s) between Seller and Brokers. Seller hereby agrees to defend, indemnify and hold harmless Buyer, and Buyer hereby agrees to defend, indemnify and hold harmless Seller, from and against any claims by other third parties for brokerage commission, finder's fees, or other similar fees relative to this Agreement or the sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom and alleged to be due by authorization of the indemnifying party. No such commissions are payable hereunder if the transaction fails to close

for any reason whatsoever, including on account of a default by Seller or Buyer hereunder, unless expressly provided for in the written agreement with Seller's Broker or Buyer's Broker.

Article 7

CONDEMNATION AND CASUALTY

7.01 Condemnation. In the event of a taking by condemnation or similar proceedings or actions of a portion of the Land, this Agreement shall not terminate, but shall remain in full force and effect, this transaction shall close as set forth in this Agreement, Buyer shall pay the full Purchase Price, and Seller shall assign or pay to Buyer at Closing, Seller's interest in and to any condemnation awards or proceeds arising from any such proceedings or actions pertaining to the portion of the Land taken in lieu thereof. Promptly upon Seller obtaining actual knowledge thereof, Seller shall give Buyer notice of any pending or threatened condemnation or similar proceedings or actions in lieu thereof which may arise in connection with all or any part of the Land.

7.02 Casualty. In the event of a casualty event affecting the Property or a portion thereof, this Agreement shall not terminate, but shall remain in full force and effect, and Seller shall either at its election (a) repair or restore the Property affected by such casualty event to the condition it was in prior to such casualty event, in which case this transaction shall close as set forth in this Agreement (subject to Seller's right to extend the Closing Date for up to one hundred twenty (120) days to complete such repairs or restoration) and Buyer shall pay the full Purchase Price or (b) shall pay or credit to Buyer at Closing, the amount necessary to repair or restore the Property affected by such casualty event to the condition it was in prior to such casualty event, in which case this transaction shall close as set forth in this Agreement and Buyer shall pay the full Purchase Price subject to such payment or credit. Promptly upon Seller obtaining actual knowledge thereof, Seller shall give Buyer notice of any casualty events which may arise in connection with all or any part of the Property.

Article 8

CONTINGENCIES AND CONDITIONS TO CLOSING

8.01 Conditions to Seller's Obligation to Close. Seller's obligation to close is contingent on the satisfaction of the following conditions precedent:

(a) Buyer's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date and Buyer shall have complied in all material respects with its covenants and obligations hereunder.

(b) As of the Closing Date, Buyer shall have performed all of its material obligations under this Agreement.

(c) As of the Closing Date, Buyer shall have tendered all deliveries to be made by Buyer at Closing pursuant to Section 9.02.

(d) There shall exist no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy,

reorganization or other proceedings, against Buyer that would prevent the Buyer from performing its obligations under this Agreement.

If any of the foregoing conditions precedent have not been satisfied or performed on or as of the Closing Date, Seller shall have the right, at Seller's option, to either (i) waive in writing compliance with any one or more of said conditions precedent and proceed with the Closing without adjustment to the Purchase Price, or (ii) terminate this Agreement, in which event the Earnest Money will promptly be released to Buyer, and, except as expressly provided herein, neither party shall have any further rights or obligations hereunder; provided, however, if and only if such failure or condition constitutes a material default by Buyer under this Agreement, Seller may exercise such rights and remedies as may be provided in Section 10.01 of this Agreement. If the Closing occurs, Seller shall be deemed to have elected option (i) set forth in this paragraph above and to have waived any remaining unfulfilled conditions and any liability on the part of Seller for breaches of representations and warranties of which Buyer had knowledge as of Closing.

8.02 Conditions to Buyer's Obligation to Close. Buyer's obligation to close is contingent on the satisfaction of the following conditions precedent:

(a) Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date and Seller shall have complied in all material respects with its covenants and obligations hereunder.

(b) As of the Closing Date, Seller shall have tendered all deliveries to be made by Seller at Closing pursuant to Section 9.03.

If any of the foregoing conditions precedent have not been satisfied or performed on or as of the Closing Date, Buyer shall have the right, at Buyer's option, to either (i) waive in writing compliance with any one or more of said conditions precedent and proceed with the Closing without adjustment to the Purchase Price, or (ii) terminate this Agreement, in which event the Earnest Money will promptly be released to Buyer, and, except as expressly provided herein, neither party shall have any further rights or obligations hereunder; provided, however, if and only if such failure or condition constitutes a material default by Seller under this Agreement, Buyer may exercise such rights and remedies as may be provided in Section 10.02 of this Agreement. If the Closing occurs, Buyer shall be deemed to have elected option (i) set forth in this paragraph above.

Article 9 CLOSING

9.01 Time and Place of Closing. The closing ("**Closing**") of the sale of the Property by Seller to Buyer shall occur on a date mutually agreed upon by Buyer and Seller, which date shall be within thirty (30) days after Seller provides Buyer written notice that Seller has vacated the existing bank branch located at the Property ("**Closing Date**"). Buyer and Seller acknowledge and agree that the Closing is contingent upon Seller completing construction of, and relocating its bank branch operations to, a replacement bank branch, and that the Closing Date shall be extended as necessary to accommodate the foregoing. The Closing Date may be further extended by mutual agreement of Buyer and Seller.

9.02 Buyer's Obligations. At the Closing, Buyer shall deliver or cause to be delivered to Seller or the Title Company, as applicable, the following:

(a) Not later than 11:00 a.m., local time where the Property is located, the Purchase Price, less the Earnest Money and the prorations set forth in Section 9.04 below;

(b) If required by the Title Company with respect to any title coverage requested by Buyer, evidence satisfactory to the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so;

(c) A fully executed and acknowledged counterpart of the Deed (as hereinafter defined);

(d) A fully executed counterpart of the Seller's settlement statement, signed by Buyer;

(e) A fully executed counterpart of the Bill of Sale (as hereinafter defined), signed by Buyer; and

(f) Such other instruments as are customarily executed in the county where the Property is located, or are required by the parties to effectuate the conveyance of the Property.

9.03 Seller's Obligations. At the Closing, Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Buyer or the Title Company, as applicable, the following:

(a) A Special Warranty Deed ("Deed") in the form attached hereto as Exhibit B, fully executed and acknowledged by Seller, conveying the Property to Buyer, subject only to the Permitted Encumbrances;

(b) Owner's Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price issued by the Title Company insuring that Buyer is the owner of the Property subject only to any Permitted Encumbrances;

(c) A Bill of Sale and Assignment and Assumption Agreement (the "Bill of Sale") in the form attached hereto as Exhibit C, conveying all of Seller's right, title and interest, if any, in and to the Fixtures, if any;

(d) A Foreign Investment in Real Property Tax Act affidavit ("FIRPTA") in the form of Exhibit D hereto and executed by Seller;

(e) A Seller's/Title Affidavit in a form reasonably acceptable to Seller and the Title Company;

(f) A fully executed counterpart of the settlement statement signed by Seller; and

(g) Such other instruments as are customarily executed in the county where the Property is located, or are required by the parties to effectuate the conveyance of the Property.

9.04 Adjustments and Prorations. All ad valorem taxes, assessments and other state, county, school, municipal and municipal utility district fees, taxes, charges and assessments (special or otherwise) relating to the Property ("**Taxes**"), if any, for any calendar years prior to Closing, including any penalties and/or interest thereon, shall be paid by Seller at Closing. All Taxes for the calendar year during which the Closing occurs shall be prorated as of the Closing Date with all items and costs for the Property being borne by Buyer from and after (but including) the date of Closing and, unless then due and paid at Closing, shall be assumed by Buyer. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current tax year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing promptly after such tax bill is available. The following shall also be apportioned with respect to the Property as if Buyer were vested with title to the Property during the entire day upon which Closing occurs (such that all items of income and expense for the Property on the Closing Date shall be for the account of Buyer): (i) gas, electricity and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing, and (ii) any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located. In the absence of error or omission, all prorations, adjustments and credits made and determined as herein provided shall be final as of the Closing, unless otherwise specified herein. If, subsequent to the Closing but no later than six (6) months after the date thereof, an error or omission in the determination or computation of any of the prorations, adjustments and credits shall be discovered, then, immediately upon discovery thereof, the Buyer and Seller shall make the appropriate adjustments required to correct such error or omission. The provisions of this Section 9.04 shall survive the Closing.

9.05 Closing Costs - Seller. Seller shall pay for (i) the base premium for the Owner's Title Policy, (ii) Seller's portion of the prorated Taxes and other prorated items, (iii) Seller's own attorneys' fees, (iv) one-half of the escrow service fee for the Title Company, and (v) such other incidental expenses as are customarily borne by sellers of property in the county where the Property is located.

9.06 Closing Costs - Buyer. Buyer shall pay for (i) the Survey, if any, (ii) one-half of the escrow service fee for the Title Company, (iii) Buyer's own attorneys' fees, (iv) the recording of the Deed, (v) the additional premium, if any, for any endorsements requested by Buyer including but not limited to the costs of deleting the general survey exception along with any and all premiums charged by the Title Company, if applicable, for the issuance of the Buyer's lender's title insurance policy and any updates or endorsements thereto required by Buyer's lender, and (vi) such other incidental expenses as are customarily borne by buyers of property in the county where the Property is located.

Article 10 REMEDIES

10.01 Buyer's Default. If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Agreement for any reason other than (i) termination hereof pursuant to a right granted to Buyer to do so, or (ii) breach by Seller of its representations, warranties or agreements hereunder, then Seller, as Seller's sole and exclusive remedy, Seller hereby waiving all other remedies, shall have the right to retain the Earnest Money as liquidated damages and to terminate this Agreement by giving Buyer written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder except for any rights or obligations which by their terms survive any termination of this Agreement. Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. If Closing is consummated, Seller shall have all remedies available at law or in equity to enforce any obligation of Buyer under this Agreement that survives Closing.

10.02 Seller's Default. If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement for any reason other than termination hereof pursuant to a right granted to Seller to do so, or if any of Seller's representations or warranties made hereunder should be false or misleading in any material respect and has a material and adverse impact on the Property and such default or breach is not cured by the earlier of the third (3rd) Business Day after written notice thereof from Buyer or the Closing Date (Buyer hereby agreeing to give such written notice to Seller within one (1) Business Day after Buyer first learns of any such default or breach by Seller, except no notice or cure period shall apply if Seller fails to consummate the sale of the Property hereunder), Buyer may terminate this Agreement by notifying Seller thereof, in which case the Earnest Money shall be returned to Buyer, which shall be Buyer's sole and exclusive remedy. Notwithstanding any provision to the contrary contained herein or in any document executed by Seller pursuant hereto or in connection herewith, in no event shall Seller be liable for any special, consequential, speculative, punitive or similar damages, nor shall Seller's liability in any such event or events exceed \$25,000.00 in the aggregate ("**Seller's Maximum Liability**") and no claim by Buyer may be made and Seller shall not be liable for any judgment in any action based upon any such claim unless and until Buyer's claims are for an aggregate amount in excess of \$10,000.00 (the "**Floor**"), in which event Seller's liability respecting any final judgment concerning such claim(s) shall be for the entire amount thereof, subject to Seller's Maximum Liability. The amount of Seller's Maximum Liability shall be inclusive of attorneys' fees, expenses and disbursements and ancillary court and experts' costs and fees. IN NO EVENT SHALL SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

10.03 Termination Pursuant to Agreement. If Buyer terminates this Agreement pursuant to Section 10.02, then the Earnest Money shall be returned to Buyer and neither party hereto shall have any further rights, duties or obligations hereunder except which are herein specifically stated to survive Closing or the termination hereof.

10.04 Other Expenses. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to the Title Company for holding the Earnest Money as well as any escrow cancellation fees or charges and any fees or charges due to the Title Company for preparation and/or cancellation of the Commitment.

The provisions of this Article 10 shall survive the Closing or earlier termination of this Agreement.

Article 11

DISCLAIMERS, RELEASE AND INDEMNITY

11.01 Disclaimers By Seller. Except as expressly set forth in this Agreement, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as hereinafter defined) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property documents, (s) tax consequences, (t) term and provisions of any leases or (u) any other matter or thing with respect to the Property.

11.02 Sale "As Is, Where Is". Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or

information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Inspection Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials (as hereinafter defined) on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that: (a) Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement; and (b) Buyer is purchasing the Property for business, commercial, investment or other similar purpose and not for use as Buyer's residence. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller. Notwithstanding anything to the contrary herein, Buyer and Seller acknowledge that any written disclosures to, or discoveries made by, Buyer prior to Closing (including items contained in any tenant or other estoppel certificates, reports prepared by Buyer or its third party consultants, and information in the Seller's Deliverables) shall constitute notice to Buyer of the matter disclosed or discovered and Buyer shall be deemed to have actual knowledge of such items (collectively, "**Deemed Knowledge**"), and Buyer's consent to the close of escrow pursuant to this Agreement shall waive any remaining unfulfilled conditions and any liability on the part of Seller for breaches of covenants, obligations, representations and warranties of which Buyer had actual knowledge or Deemed Knowledge as of Closing.

11.03 Seller Released from Liability. Buyer acknowledges that it will have the opportunity to inspect the Property during the Inspection Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary, and Buyer hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("**CERCLA**"), the Wisconsin Hazardous Waste Management Act (Wis. Stat. Chapter 291), as amended ("**WHWMA**"), the Wisconsin Environmental Repair Law (Wis. Stat. Chapter 292), as amended, the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of

Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Buyer further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

11.04 “Hazardous Materials” Defined. For purposes hereof, “Hazardous Materials” means “Hazardous Material,” “Hazardous Substance,” “Pollutant or Contaminant,” and “Petroleum” and “Natural Gas Liquids,” as those terms are defined or used in Section 101 of CERCLA, any “hazardous waste” as defined in the WHWMA and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

11.05 Indemnity. Buyer agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, demands, and expenses of any kind or nature which arise or accrue after Closing and which are in any way related to the ownership, maintenance, or operation of the Property by Buyer and its successors and assigns, including, without limitation, in connection with Hazardous Materials.

11.06 Survival. The terms and conditions of this Article 11 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be incorporated into the Deed.

Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above.

Article 12 MISCELLANEOUS

12.01 Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns. Buyer may not assign this Agreement without the written consent of Seller which may be withheld in Seller’s sole discretion; provided, however, that Seller will not unreasonably withhold approval in the event Buyer requests to assign this Agreement in its entirety to an entity controlling, controlled by, or under common control with Buyer. In connection with such permitted assignment, Buyer must provide a copy of the fully executed written assignment and assumption agreement pursuant to

which such assignee assumes, for the benefit of Seller as a third-party beneficiary, all of Buyer's obligations under this Agreement, together with notice to Seller of the Employer Identification Number for the assignee at least ten (10) days prior to Closing. In such event, Buyer shall remain liable under this Agreement.

12.02 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHERE THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY WISCONSIN LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

12.03 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer concerning the sale of the Property and supersedes any prior agreements relating thereto. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties to be bound.

12.04 Survival. Any of the provisions of this Agreement which expressly provide for their survival and any provisions pertaining to a period of time following Closing shall survive Closing and the delivery of the Deed and shall not be merged therein. All indemnity provisions in this Agreement and the provisions of Section 12.11 hereof shall survive the Closing or any termination of this Agreement.

12.05 No Public Disclosure. Buyer shall keep confidential each of the provisions of this Agreement and all business strategy, plans, discoveries, or marketing information in connection herewith, except (a) if and to the extent the information is already a matter of public knowledge; (b) if and to the extent Buyer acquired the information totally apart from Seller's employees, agents or representatives, provided that the source of such information was not known by Buyer to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Seller with respect to such information or material; (c) such disclosures as may be necessary to Buyer's broker, lender, attorney, accountant, and space planner (collectively, "**Permitted Confidants**"); or (d) such disclosures as are required by law or by any litigation between the parties hereto. Buyer shall also timely require each of its Permitted Confidants to keep that information confidential. Before making any disclosure required by law, Buyer, or the Permitted Confidant, as the case may be, shall give as much notice thereof as is legally permitted, along with a copy of the proposed disclosure. The foregoing duties of confidentiality shall continue until the purchase contemplated hereby is fully completed.

12.06 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. The parties agree that this Agreement shall be deemed validly executed and delivered by a party if a

party executes this Agreement by manual signature or by affixing its signature hereto by means of an electronic signature tool, application, or software (e.g., DocuSign).

12.07 Severability. If any provisions of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

12.08 Headings. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

12.09 Waiver of Conditions. Notwithstanding any provision of this Agreement, (i) Seller may, at its sole option, waive any provision that is a condition to Seller's obligation to close as set forth in Section 8.01 of this Agreement, and (ii) Buyer may, at its sole option, waive any provision that is a condition to Buyer's obligation to close as set forth in Section 8.02 of this Agreement.

12.10 Time is of the Essence. Time is of the essence with respect to this Agreement.

12.11 Attorneys' Fees. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, court costs and expenses, whether at the trial or appellate level.

12.12 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing the same in the United States mail postage prepaid, registered or certified with return receipt requested, (ii) by depositing the same with a reputable overnight nationwide delivery service, postage prepaid, (iii) by delivering the same in person to such party or (iv) as an electronic mail message, in each case sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Notice given in accordance with (i) above shall be effective three (3) Business Days after being mailed. Notice given in accordance with (ii) or (iii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by advice from the courier company or individual used to make delivery). Notice given in accordance with (iv) above shall be effective on the Business Day that it is sent (so long as the sender retains evidence of transmission) to the other party (or the first Business Day following such party's receipt, if received other than on a Business Day). For purposes of notice relating to all matters, the addresses of the parties hereto shall, until changed, be as follows:

Seller: JPMorgan Chase Bank, National Association
237 Park Avenue, 12th Floor
Mail Code: NY1-R063
New York, New York 10017-3140
Attn: Owned Property Administration
Email: owned.property.inquiry@jpmchase.com

With Copies to: JPMorgan Chase Bank, National Association
1111 Polaris Parkway
Mail Code: OH1-0274
Columbus, Ohio 43240-2050
Attn: Lindsey Lahr
Email: Lindsey.lahr@jpmorgan.com

JPMorgan Chase Bank, National Association
Legal Department
1111 Polaris Parkway, Suite 4P
Mail Code: OH1-0152
Columbus, Ohio 43240-2050
Attn: Real Estate Counsel, Brad Leach, Esq.
Email: brad.leach@jpmchase.com

Holland & Knight LLP
701 Fifth Avenue, Suite 4700
Seattle, WA 98104
Attn: Brian Atherton
Email: brian.atherton@hklaw.com

Title Company: Chicago Title Insurance Company
711 Third Avenue
New York, NY 10017
Attn: Matthew S. Bliwise
Email: Matt.Bliwise@CTT.com

Buyer: City of Stevens Point
1515 Strongs Avenue
Stevens Point, Wisconsin 54481
Attn: Office of the Mayor

Either party may change its address by giving notice to the other party delivered in accordance with the terms of this Section 12.12. Notices given by counsel to a party in accordance with the above shall be deemed given by such party.

12.13 Business Days and Holidays; Calculation of Time Periods. Whenever any time limit or date provided herein falls on a Saturday, Sunday or holiday observed by national banking associations in the State of Wisconsin or New York ("**Bank Holiday**"), then such date shall be extended to the next day which is not a Saturday, Sunday or Bank Holiday. The term "**Business Day**" means any weekday which is not a Bank Holiday. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or Bank Holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or Bank

Holiday. The final day of any such period shall be deemed to end at 5 p.m., local time where the Property is located.

12.14 Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

12.15 Exhibits. All exhibits or addenda referred to in this Agreement are incorporated herein for all purposes.

12.16 1031 Cooperation. Buyer and Seller may consummate the disposition of the Property as part of a so-called like-kind exchange (the “**Exchange**”) pursuant to §1031 of the Internal Revenue Code of 1986, as amended; provided, that: (i) the Closing shall not be delayed or affected by reason of the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition to any party’s obligations under this Agreement and (ii) no party shall be required to acquire or hold title to any real property for purposes of consummating the other party’s Exchange. Buyer and Seller hereby agree to cooperate with such Exchange and execute all documents reasonably required by the Exchange parties in order to facilitate the Exchange, at no out-of-pocket cost to such cooperating party.

12.17 Interpretation. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Whenever the words “include” or “including” are used in this Agreement, they shall be construed as incorporating, also, “but not limited to” or “without limitation” unless such words already immediately follow. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole unless otherwise specified.

12.18 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are, unless expressly stated therein, not for the benefit of any third party (including, without limitation, the Title Company or any broker), and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing, unless expressly stated therein. The provisions of this Section 12.18 shall survive Closing.

12.19 Offer Only. This Agreement will not constitute a binding agreement by and between the parties hereto until such time as this Agreement has been duly executed and delivered by each such party and the Earnest Money is deposited with the Title Company in accordance with this Agreement.

12.20 No Recordation. Seller and Buyer hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded in the public records of any county.

12.21 No Agreement Lien. In no event will Buyer have a lien against the Property by reason of any deposits made under this Agreement or expenses incurred in connection therewith and Buyer waives any right that it might have to so lien the Property.

Article 13
WAIVER OF JURY TRIAL

BUYER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR PERMISSIVE COUNTERCLAIM INVOLVING ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PURCHASE AND SALE AGREEMENT.

Article 14
BRIBERY AND CORRUPTION

Reference is made to the JPMorgan Chase & Co. Supplier Code of Conduct ("**Code**"), a current copy of which is located at: <https://about.jpmorganchase.com/content/dam/jpmc/jpmorgan-chase-and-co/documents/Supplier-Code-of-Conduct.pdf>. The Code states, among other things, that JPMorgan Chase & Co. and its affiliates do not tolerate bribery or corruption in any form. By executing and delivering a copy of this Agreement, Buyer hereby acknowledges and confirms that it has reviewed the Code, that it has anti-corruption policies and procedures in place, that it will take all measures to ensure compliance with such policies and procedures, and that the provisions relating to anti-corruption set out in the Code shall govern the relations between the parties to this Agreement.

Article 15
OFAC

Buyer and Seller each represents and warrants to the other that neither it nor any of its affiliates or agent(s) acting on behalf of it with respect to this Purchase and Sale Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "**Order**"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "**Orders**"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

[Signature Pages Contained on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:

CITY OF STEVENS POINT,
a Wisconsin municipal corporation

By: _____
Name: _____
Title: _____

SELLER:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
a national banking association, as successor in
interest to Bank One, Wisconsin

By: _____
Name: _____
Title: _____

AGREEMENT OF THE TITLE COMPANY

The Title Company has executed this Agreement solely to confirm its agreement to hold
the Earnest Money in escrow in accordance with the provisions of Article 2.

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

ATTACHMENTS:

Exhibit A – Legal Description of the Land
Exhibit B – Special Warranty Deed
Exhibit C – Bill of Sale, Assignment and Assumption
Exhibit D – FIRPTA

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Parcel A:

Lot 1 of Certified Survey Map 8136, recorded December 27, 2002 in Volume 31 of Certified Survey Maps, Page 116, as Document No. 622894, being a redivision of part of Lot 1 of Certified Survey Map No. 3583 recorded August 14, 1986 as Document No. 395337, located in part of Government Lot 1 of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

EXCEPT that part of the premises described in the Deed by Corporation recorded June 18, 1999 as Document No. 561312 and Corrected by Deed by Corporation recorded September 1, 2005 as Document No. 678146 to the State of Wisconsin, Department of Transportation.

Tax Key No. 281-24-0832201218

Address: 601 Main Street

Parcel B:

Lot 2 of Certified Survey Map 3583, recorded August 14, 1986, in Volume 12 of Certified Survey Maps, Page 241, as Document No. 395337, being a redivision of part of Blocks 1, 2, 7 and 8, Strongs, Ellis and Others Addition, located in Government Lot 1, Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

Tax Key No. 281-24-0832201110

Address: Water Street

SPECIAL WARRANTY DEED

appellate level, in a judicial, bankruptcy, probate, administrative or any other proceeding) or otherwise, hereunder. The Deed Restrictions shall run with the land and be binding upon the Grantee and the Grantee's heirs, personal representatives, successors and assigns. The Grantor and its heirs, personal representatives, successors and assigns shall have the right (but shall not be obligated) to enforce the Deed Restrictions by proceeding at law or in equity, including without limit obtaining specific performance and injunctive relief. References to the "Grantee" or "Grantor" include their respective heirs, personal representatives, successors and assigns. If any part of the Deed Restrictions is invalid or unenforceable, this shall not affect the validity or enforceability of the remainder of the Deed Restrictions. ***Notwithstanding anything to the contrary herein, the Deed Restrictions shall not apply to Grantor or to any parent, subsidiary or affiliate (direct or indirect) of Grantor, including, without limitation, by operation of law, or as the consequence of a merger of Grantor (or Grantor's parent entity) into or with another entity, or a dissolution of or change of control or ownership of Grantor, or any financial institution which acquires Grantor.***

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED." Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as defined in the purchase and sale agreement, the "**Sale Agreement**" between Grantor and Grantee) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, including, without limitation, water, sewage, gas and electric, (i) usages of adjoining property, (j) access to the Property or any portion thereof, (k) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (l) the condition or use of the Property or compliance of the Property with any or all federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (m) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (n) any other matter affecting the stability and integrity of the Property, (o) the potential for further development of the Property, (p) the merchantability of the Property or fitness of the Property for any particular purpose, (q) the truth, accuracy or completeness of the Property documents, (r) tax consequences, or (s) any other matter or thing with respect to the Property. EXCEPT AS

EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Encumbrances.

Grantee's address is: _____.

[Signatures begin on the following page]

EXECUTED as of the Effective Date.

GRANTOR:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
a national banking association, as successor in
interest to Bank One, Wisconsin

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____, as _____ of JPMorgan Chase Bank, National Association, a national banking association, on behalf of said entity.

Notary Public, State of Wisconsin
My Commission Expires: _____

a _____

Page 80 of 142

EXHIBIT C

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Bill of Sale**") is made as of the ____ day of _____, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

W I T N E S S E T H:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, sells and conveys to Assignee, all of Seller's right, title and interest in and to, and obligations under or related to, the following (collectively, the "**Conveyed Property**"): Fixtures (as defined in Section 1.01(b) of the Agreement (as hereinafter defined)) owned by Assignor and located at the Property (collectively, the "**Fixtures**").

2. This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement (as may be amended, the "**Agreement**") dated as of _____, between Assignor, as seller, and Assignee, as buyer, providing for, among other things, the conveyance of the Conveyed Property. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

3. As set forth in Article 11 of the Agreement, which is hereby incorporated by reference as if herein set out in full and except as set forth herein, Assignee hereby assumes and accepts the assignment and delegation of the Conveyed Property as aforesaid, on an "**AS IS, WHERE IS**" basis, and "**WITH ALL FAULTS.**" Except as otherwise provided in the Agreement, Assignor has not made, and does not make, any express or implied warranty or representation of any kind whatsoever with respect to the Conveyed Property, including, but not limited to: title; merchantability; fitness for any particular purpose; its design or condition; its quality or capacity; workmanship or compliance with the requirements of any law, rule, specification or contract pertaining thereto; patent infringement; or latent defects.

4. If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Bill of Sale or concerning the meaning or interpretation of any provision contained herein, the non-prevailing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees.

5. This Bill of Sale may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Bill of Sale as of the Effective Date.

ASSIGNOR:

_____,
a _____

By: _____,
a _____,
its _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____,
a _____,
its _____

By: _____
Name: _____
Title: _____

EXHIBIT D

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform _____, a _____ ("**Transferee**"), that withholding of tax is not required upon the disposition of a U.S. real property interest by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, as successor in interest to Bank One, Wisconsin ("**Transferor**"), the beneficial owner of _____ (U.S. employer identification number _____), the undersigned on this ____ day of _____ 20__, in his capacity as _____ of Transferor and not in his/her individual capacity, hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations.
3. Transferor's U.S. employer identification number is _____; and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

[Signature on following page]

Dated as of the date first written above.

_____,
a _____

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by
_____, as _____ of _____, a _____, on behalf of
said entity.

[SEAL]

My Commission Expires:

Notary Public in and for the State of Wisconsin

Printed Name of Notary

From: [Allison C. De Franze](#)
To: [Corey Ladick](#)
Subject: Re: James Smith claim
Date: Monday, July 20, 2026 12:31:05 PM

Hi Corey,

I am in receipt of the above claim that has been filed by James Smith against the City of Stevens Point, for damage to a vehicle that was struck by a fallen tree on 6/5/2026. As you are aware, the City of Stevens Point is self-insured for claims up to \$50,000, and should the city decide to settle this matter, the settlement would come from city funds.

I believe this claim should be denied for a variety of reasons:

1. Discretionary immunity: when and how a municipality inspects its trees is a discretionary action, and municipalities have immunity for discretionary actions under Wis. Stat. 893.80 (4).
2. Standard of reasonable care: It is my understanding that the city does take corrective action when they are made aware of known problems. I have confirmed that the city had no actual or constructive notice that this tree was in any dangerous or defective condition prior to the loss. Since the city had no prior notice of any issue with the tree, it is my opinion that the city is meeting the standard of reasonable care, which is the standard that municipalities are held to.
3. Act of Nature: Weather records indicate heavy storms with wind gusts up to 31 MPH on the date and time of loss. Heavy storms and wind could not be foreseen by the city, and accordingly, this claim can also be denied for Act of Nature.

Based on the fact that the city is immune from liability and there is no negligence on the part of the city, it would be my recommendation that this claim be denied.

If you have any questions, or wish to discuss further, please do not hesitate to contact me.

Thank you!

From: Corey Ladick <CLadick@stevenspoint.com>
Sent: Friday, July 17, 2026 12:30 PM
To: Allison C. De Franze <allisond@cvmic.com>
Subject: RE: James Smith claim

Hi Allison,

I posed your questions to our Forestry dept, their response was as follows:

This tree was a street tree and is part of our routine maintenance schedule. We are following that maintenance schedule. We had no prior knowledge of any health issues or structural issues with this tree.

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

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Thursday, July 9, 2026 3:40 PM
To: Corey Ladick <CLadick@stevenspoint.com>
Subject: James Smith claim

Hi Corey,

I received your request for recommendation on the James Smith claim.

Just a few questions:

Does the City have a maintenance plan in place for City trees? If so, is the plan being followed?

Was there any complaint of a dangerous condition with the subject tree prior to the date of loss?

Thanks!

RECEIVED

JUL 08 2026

CITY CLERK'S
OFFICE

CITY OF
STEVENS POINT
NOTICE OF CLAIM

Name: JAMES SMITH

Incident/Accident Information

Address: 1332 SHAURETTE ST.
STEVENS POINT, WI 54481

Date: JUNE 5TH. 2026

Time: APPROX. 7PM

Phone: 715.570.2874

Location: 1332 SHAURETTE ST.
STEVENS POINT, WI 54481

CIRCUMSTANCES OF CLAIM

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

AT APPROXIMATELY 7PM ON FRIDAY, JUNE 5TH. 2026 A STORM CAME THROUGH WITH HIGH WINDS. A TREE IN FRONT OF OUR NEIGHBOR'S HOUSE, IN THE CITY BOULEVARD BROKE OFF AND FELL TOWARD THE SOUTH INTO OUR DRIVEWAY. IT STRUCK THE RIGHT REAR OF OUR 2018 KIA FORTE CAUSING THE DAMAGE THAT IS THE REASON FOR THIS CLAIM.

Signed: James Smith

Date: 7/8/26

CLAIM

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

The undersigned hereby makes a claim against the City of Stevens Point arising out of the circumstances described above in the amount of \$369.25.

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

Signed: James Smith

Date: 7/8/26

Address: 1332 SHAURETTE STREET
STEVENS POINT, WI 54481



LEN DUDAS MOTORS BODY SHOP

3305 MAIN ST, STEVENS POINT, WI 54481

Phone: (715) 344-3410

FAX: (715) 342-9221

Workfile ID: e60b092f
Federal ID: 39-1415773
Resale Number: 456000013143103

Preliminary Estimate

Customer: Smith, Jim

Job Number:

Written By: Ryan Billo

Insured: Smith, Jim

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

Smith, Jim

(715) 570-2874 Day

Inspection Location:

LEN DUDAS MOTORS BODY SHOP

3305 MAIN ST

STEVENS POINT, WI 54481

Repair Facility

(715) 344-3410 Business

Insurance Company:

VEHICLE

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI

VIN: 3KPFL4A73JE240852

Interior Color:

Mileage In: 47,256

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Preliminary Estimate

Customer: Smith, Jim

Job Number:

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR DOOR					
2	*	Rpr RT Door shell Note: Buff				<u>1.0</u>	<u>0.0</u>
3		QUARTER PANEL					
4	*	Rpr RT Quarter panel Note: Buff				<u>2.0</u>	<u>0.0</u>
5		REAR BUMPER					
6	*	Rpr Bumper cover all Note: Buff				<u>1.0</u>	<u>0.0</u>
7	#	Repl Materials		1	50.00		
SUBTOTALS					50.00	4.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			50.00
Body Labor	4.0 hrs @	\$ 75.00 /hr	300.00
Subtotal			350.00
Sales Tax	\$ 350.00 @	5.5000 %	19.25
Grand Total			369.25

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Preliminary Estimate

Customer: Smith, Jim

Job Number:

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARY2471, CCC Data Date 06/16/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Bld=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

From: [Allison C. De Franze](#)
To: [Corey Ladick](#)
Subject: Winkelman v City of Stevens Point
Date: Monday, July 27, 2026 5:02:24 PM

Hi Corey,

I am in receipt of the claim that has been filed by Nicole Winkelman against the City of Stevens Point, in the amount of \$1,318.25 for damage incurred as the result of her vehicle striking a loose manhole cover on 6/10/2026. As you are aware, the city is self-insured for claims up to \$50,0000, and should the city decide to settle this claim, any settlement would come from city funds.

Based on the information that I have received, it is my understanding that the city does take corrective action to repair defects in city streets when they are made aware of known problems. In this case, I have confirmed that the city had no prior notice of any dangerous or unsafe condition with any manhole covers in this area. Based on this information, it is my opinion that the city is meeting the standard of reasonable care, which is the standard that municipalities are held to.

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

Additionally, weather records indicate heavy storms on the date of loss. Heavy rainfall, which likely caused the covers to become displaced, could not be foreseen by the city. Accordingly, this claim can also be denied for Act of Nature.

Based on all of the above, it would be my recommendation that this claim be denied.

Should you have questions regarding this matter, please feel free to contact me.

Thank you!

CITY OF
STEVENS POINT
NOTICE OF CLAIM

RECEIVED

JUN 26 2026

CITY CLERK'S
OFFICE

Name: Nicole Winkelman

Incident/Accident Information

Address: 575 Cardinal St
Wis. Rapids, WI 54494

Date: June 10 2026
Time: 4:25 PM

Phone: 715-213-6162

Location: Dixon & Gilkey St

CIRCUMSTANCES OF CLAIM

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

Stevens Point Officer, Marcus Sowa

Signed: Nicole Winkelman

Date: 6/26/26

CLAIM

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

The undersigned hereby makes a claim against the City of Stevens Point arising out of the circumstances described above in the amount of \$ 1318.25

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

Signed: Nicole Winkelman

Date: 6/26/26

Address: 575 Cardinal St
Wis. Rapids, WI 54494

NLWINKELMAN@YAHOO.COM

Artisan and Truckers Casualty Co

Estimate ID
26-918708847-01
Original

Claim Number
26-918708847-01

Owner
NICOLE WINKELMAN

Insured
DONALD WINKELMAN

Appraiser
PAIGE JONES
(440) 620-2035 (Work)
photo_estimate_support@progressiv
e.com

Underwriter
Artisan and Truckers Casualty Co

Artisan and Truckers Casualty Co

Claim Number 26-918708847-01	Adjuster MATTHEW PIACENTE (440) 603-3474 (Work) matthew_s_piacente@progres sive.com	Deductible \$1,000.00 - Not Waived	Reported Date 06/11/2026
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Loss Date
06/10/2026

2026 Honda CR-V Hybrid Sport Touring 4 Door Utility 2.0L 4 Cyl Hybrid Injected Base AWD

Exterior Color WHITE	License WI-ATH-3924	VIN 7FARS6H90TE085083	Drivable Yes
-------------------------	------------------------	--------------------------	-----------------

Odometer 6513	Mitchell Service Code 912702
------------------	---------------------------------

Options

Air Conditioning	All Wheel Drive	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
Auto Air Condition	Automatic Headlights	Auxiliary Input	Bluetooth Wireless Connectivity	Cruise Control
Daytime Running Lights	Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Dual A/C	Electric Defogger
Electronic Parking Aid	Electronic Stability Control	First Row Bucket Seat	Front Heated Seats	HD Radio
Heated Mirror	Heated Steering Wheel	Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Leather Seats
Leather Steering Wheel	Left-Curtain Air Bag	Manual Sunroof	Memory Seats	MP3 Player
Navigation Sys.	Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Passenger Seat
Power Rear Liftgate	Power Remote Mirror	Power Steering	Power Windows	Premium Sound Sys.
Privacy Glass	Rain Sensing Wipers	Rear Bench Seat	Rear Gate Wiper	Rear Spoiler
Rearview Camera	Remote Decklid Or Tailgate Release	Remote Vehicle Starter System	Second Row Side Airbag With Head Protection	Side Airbags
Side Blind Zone Alert	Smart Key System	Steering Wheel Mounted Audio Control	Theft Deterrent Sys.	Tilt Steering Wheel
Tire Pressure Monitoring System	Traction Control/Electronic	Trip Computer		

Committed On
6/19/2026
08:12 AM

Version
Mitchell Estimating 26.1
OEM JUN_26_V

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Printed On
6/19/2026
08:12 AM

Profile
CENTRAL WI Oem Reman
Profile Version
26.0

Page 1 of 5

DONALD WINKELMAN | 2026 Honda CR-V Hybrid Sport Touring

Parts Profile
MARSH WI Oem Reman
Parts Profile Version
1.0

			LABOR			PART				
Line #	Description		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Rocker / Pillars / Floor										
1	201529	R Rocker Outer Panel -S	Repair	Body	4.5*#	Existing				
2	900501	Includes Pull Time								
3	AUTO	R Rocker Panel	Refinish Only	Refinish	2.0 C	Existing				
Front Door										
4	200566	R Frt Lwr Door Adhesive Moulding	Remove / Replace	Body	0.4	New	75312-3A0-A01	1	\$171.37	Yes
Rear Door										
5	201103	R Rear Door Repair Panel (HSS)	Repair	Body	0.5*#	Existing				
6	900501	Buff/Polish								
7	201121	R Rear Lwr Door Adhesive Moulding	Remove / Replace	Body	0.4	New	75313-3A0-A01	1	\$176.15	Yes
Additional Costs & Materials										
8	AUTO	Paint/Materials	Additional Cost						\$154.00	Yes
9	AUTO	Hazardous Waste Disposal	Additional Cost						\$3.00*	Yes
Additional Operations										
10	931127	Pre Repair Scan	Additional Operation	Mechanical*	0.5*				\$0.00	
11	931128	Post Repair Scan	Additional Operation	Mechanical*	0.5*				\$0.00	
12	AUTO	Clear Coat	Additional Operation	Refinish	0.8				\$0.00	

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer

C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[] Verify the part number and price before ordering

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	5.8	\$75.00			\$435.00
Refinish Labor	2.8	\$75.00			\$210.00
Mechanical Labor	1.0	\$100.00			\$100.00
Total Labor	9.6				\$745.00
				Taxable	\$745.00
				Tax 5.5000%	\$40.98
				Non-Taxable	\$0.00
				Pre-Tax Discount 0.00%	\$0.00
				Labor Total	\$785.98
Parts		Amount			
Taxable Parts		\$347.52			\$347.52

Estimate Totals

		Parts Adjustments	\$0.00
		Tax 5.5000%	\$19.11
		Non-Taxable	\$0.00
		Pre-Tax Discount 0.00%	\$0.00
		Parts Total	\$366.63
Costs	Amount		
Paint Materials	\$154.00		\$154.00
Shop Materials	\$0.00		\$0.00
Other Additional	\$3.00		\$3.00
Costs			
Paint Materials:		Taxable	\$157.00
- Refinish Units: 2.8 units		Tax 5.5000%	\$8.64
- Rate: \$55.00		Non-Taxable	\$0.00
- Rate Max: 99.9 units		Pre-Tax Discount 0.00%	\$0.00
- Additional Rate: \$0.00		Costs Total	\$165.64
Gross Totals	Amount		
Gross Total	\$1,318.25		\$1,318.25
		Taxable	\$1,249.52
		Tax	\$68.73
		Non-Taxable	\$0.00
		Pre-Tax Discount 0.00%	\$0.00
		Gross Total	\$1,318.25
Adjustments	Amount		
Deductible	-\$1,000.00		-\$1,000.00
Total Customer Responsibility			-\$1,000.00
		Net Estimate Total	\$318.25

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OE Discount: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Progressive's Lifetime Guarantee does not cover repairs you request the shop to make that are not related to this accident, including but not exclusive to unrelated prior damage and pre-existing damage.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date: _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Estimate Event Log

Job Created	6/18/2026 06:15 AM
Estimate Started	6/19/2026 07:59 AM
Estimate Printed	6/19/2026 08:12 AM
Estimate Committed	6/19/2026 08:12 AM
Estimate Version	0
Estimate Retrieval ID	10012249336

June 26, 2026

To Whom It May Concern,

I am submitting this letter to request reimbursement for vehicle damages from a displaced manhole cover near the intersection of Dixon & Gilkey Street in Stevens Point, Wisconsin, on June 10, 2026.

On June 10, rainfall caused flooding at the Church Street bridge underpass, while some traffic continued under the bridge, others diverted through nearby industrial streets. As a result, I ended on Dixon Street in the area of the Sentry building.

While driving on Dixon Street, I struck a manhole cover that was not properly seated. The impact was extremely loud and forceful. Concerned about what I had hit, I pulled over and drove back around the block to inspect the area.

Upon returning, I spoke with a young man who had stopped at the intersection of Dixon Street and Gilkey Street and had also observed the situation. Stevens Point Police Officer Marcus Sowa was directly behind the gentleman that stopped to help. We discussed what had occurred, and Officer Sowa took my information. At that time, he indicated that there was likely nothing that could be done because the condition may have been caused by the "environment".

After leaving the scene, I continued north on Dixon Street and observed a second displaced manhole cover farther up the roadway. Continuing farther, I observed a third manhole cover that was also out of position on the same street. I then returned to speak with Officer Sowa again. Upon my return, Officer Sowa was placing traffic cones around the manhole cover that I had struck.

During our discussion, we talked about the fact that three separate manhole covers on Dixon Street appeared to be displaced and all in the same condition. Based on these observations, I do not believe the damage to my vehicle was solely the result of an unavoidable environmental condition. Rather, it appears that multiple manhole covers on the same roadway were not adequately secured.

On the morning following the incident, at approximately 7:00 a.m., I returned to the location on Dixon Street. At that time, all of the previously unsecured manhole covers had been properly seated and secured.

While I was at the scene, I spoke with Shane from the Stevens Point Utility Department, who happened to be driving by.

After researching the issue, I learned that manhole covers typically weigh between 100 and 200 pounds and are not easily displaced under normal conditions. During the time the responding police officer and I were at the scene, there was no standing water on the roadway, no water surfacing from any of the manholes, and no visible evidence that hydraulic pressure from stormwater or flooding had lifted the covers.

The fact that multiple manhole covers along the same stretch of roadway were unsecured at the same time, and were secured by the following morning, suggests that the condition was corrected shortly after the incident.

The displaced manhole cover caused damage to my 2026 Honda CR-V, including:

- Damage to the passenger-side rear lower body ground effect panel
- Damage to the passenger-side front lower body ground effect panel
- Associated mounting hardware and trim damage

I have obtained a repair estimate from Len Dudas Motors in Stevens Point and have attached the estimate for you to review.

Given the circumstances, including the presence of multiple displaced manhole covers on the same street and the fact that the area was subsequently marked with traffic cones by law enforcement, I respectfully request that the City reimburse me in full for the repair costs associated with this incident.

I have attached photographs and repair estimates as evidence.

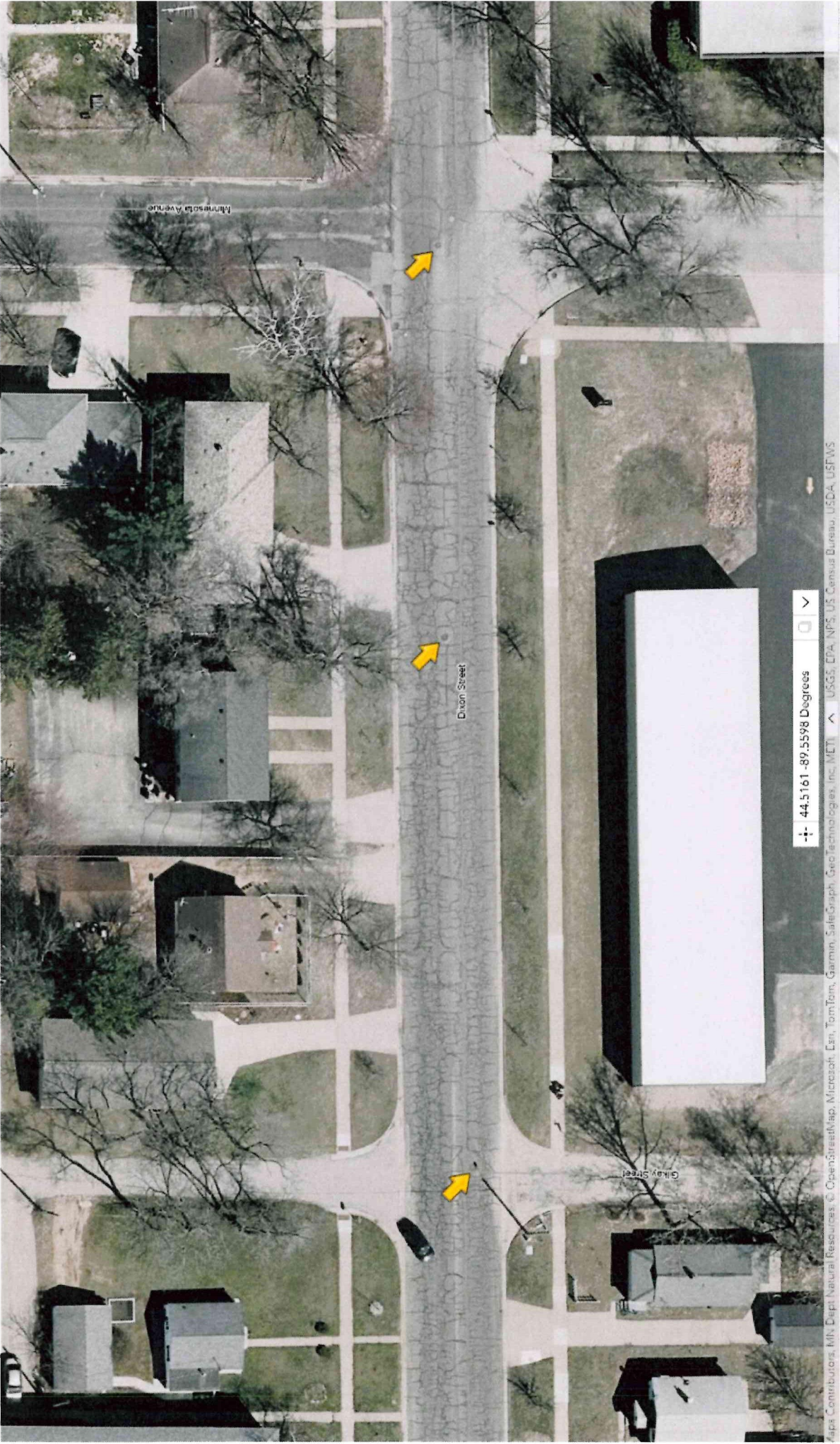
Thank you for your time and consideration.

Sincerely,

Nicole Winkelman







Summary
Request for City of Stevens Point, Wisconsin to Serve as Conduit Issuer
for
Not to Exceed \$10,000,000 Industrial Development Revenue Bonds
to Benefit Firecrest Aerospace, Inc. Project

This will summarize the request of Firecrest Aerospace, Inc., and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Company”), asking that the City of Stevens Point, Wisconsin (the “City”) consider an Initial Resolution to benefit the Company through the conduit issuance of industrial development revenue bonds (“IRBs”) to finance a project located in the City consisting of financing the (i) acquisition and rehabilitation of a facility comprising approximately 38,000 square feet located at 4848 Industrial Park Road in the City of Stevens Point, Wisconsin (the “Facility”), which Facility is to manufacture micro turbo jet and turbo fan engines for unmanned aerial and aerospace applications, (ii) acquisition and installation of equipment to be owned by the Borrower and used by the Borrower in its manufacturing activities at the Facility and (iii) payment of professional fees and costs of issuance (collectively, the “Project”). Small issue manufacturing IRBs must comply with both Federal (Sec. 144 of Internal Revenue Code) and State (66.1103 Wis. Stats.) laws. In an IRB transaction, a state or local governmental entity issues bonds and loans the proceeds from the sale of the bonds to a private entity for an authorized project. In Wisconsin, cities, villages and towns, as well as duly constituted redevelopment authorities and community development authorities may issue IRBs.

Prior to the Tax Act of 1986, the Tax Code permitted the issuance of tax-exempt IRBs for many types of projects including manufacturing, commercial, and wholesale and distribution facilities, among others. Section 144 of the Tax Code only permits the issuance of qualified small issues for manufacturing facilities. A “manufacturing facility” means any facility used in the manufacturing or production of tangible personal property (including processing resulting in a change in the condition of such property). A manufacturing facility includes facilities, which are directly related to and ancillary to a manufacturing facility, if such facilities are located on the same site as the manufacturing facility, and not more than 25% of the net proceeds of the issue are used to provide such facilities.

These IRBs are municipal bonds; however, they are not general obligations of the City. If the City agrees to issue bonds to benefit the proposed Project:

1. The City will not be liable for payment of the principal and interest on the bonds;
2. The City will not have ongoing responsibilities of monitoring or reporting with regard to the bonds or the Project.
3. The bonds do not count against the City’s borrowing capacity. The City will not levy a tax for payment of the bonds.
4. The City will be reimbursed for all fees and costs incurred because of the IRB.

The City acts strictly as a conduit, which enables the Company to borrow at a lower rate of interest.

Because the bonds are issued by a governmental entity, the holder of the bond may exclude the interest on the bonds from gross income for federal tax purposes.

Inducement/Reimbursement

Companies considering IRB financing must obtain an Initial Resolution, also sometimes referred to as an “inducement resolution” or “qualified reimbursement resolution” from the municipality in which the Project being financed is located in order to preserve the option to use IRBs. The Initial Resolution is preliminary approval only and is non-binding as to the City or the Company but is required by Federal tax law and State law. If the Initial Resolution is adopted by the City, this will assure that when and if bonds are issued, all eligible project costs incurred no more than 60 days prior to the date of the Initial Resolution (including reimbursement of equity contributions or refunding of conventional financing), may be included in the ultimate IRB financing. Failure to have a qualified resolution may result in disqualifying certain costs.

By acting as the conduit issuer, the City can grant the Company a significant monetary benefit, at no cost to the City, because the Company will enjoy a lower interest rate as a result of using a bond structure. A lending institution will directly purchase the bonds. The lender for the bonds will look solely to the Company for repayment. Bondholders will not look to the City for payment. The City will assign all of its rights, liability and responsibilities under the bonds to the lender as the bondholder. The Company will be fully responsible for repaying the loan and must make the arrangements with the lender for the payment on the bonds. If the Company is not able to meet its payment obligations, the lender will realize on its collateral and enforce its rights against the Company. The City is not liable for payment.

The foregoing is just a brief discussion of tax-exempt financing. By issuing the bonds, the City will give the Company an interest rate benefit because the tax-exempt bonds will be tax-exempt in the hands of the bondholders and, therefore, the cost savings passed along to the Company. It must be emphasized that the City will not be liable in any way on the bonds; the bonds are special, limited obligations of the City.

The Company respectfully requests that the City consider the revised Initial Resolution at the Common Council on August 17, 2026. For agenda purposes, the City should please describe the Initial Resolution as follows:

“Consideration of Resolution Amending Initial Resolution Regarding Industrial Development Revenue Bond Financing for Firecrest Aerospace, Inc. Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.”

A representative of the Company will attend the Common Council meeting on August 17, 2026 to answer any questions regarding the proposed Project.



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
San Diego
St. Louis
Tampa
Tucson
Washington, D.C.

July 31, 2026

TO THE ATTACHED DISTRIBUTION LIST

Re: **REVISED** - Not to Exceed \$10,000,000 City of Stevens Point, Wisconsin
Industrial Development Revenue Bonds, Series 2026 (Firecrest Aerospace, Inc.
Project)

Greetings:

At the request of Firecrest Aerospace, Inc., a Delaware corporation, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”), we have prepared revised drafts of documents necessary for the consideration and adoption of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Firecrest Aerospace, Inc. Project (the “Initial Resolution”) by the Common Council of the City of Stevens Point, Wisconsin (the “City”) on August 17, 2026. The Borrower’s revised project consists of financing the (i) acquisition and rehabilitation of a facility comprising approximately 38,000 square feet located at 4848 Industrial Park Road in the City of Stevens Point, Wisconsin (the “Facility”), which Facility is to manufacture micro turbo jet and turbo fan engines for unmanned aerial and aerospace applications, (ii) acquisition and installation of equipment to be owned by the Borrower and used by the Borrower in its manufacturing activities at the Facility and (iii) payment of professional fees and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City.

Federal and state law requires that the authorization for such an industrial development revenue bond be done in two stages: first, the consideration of an Initial Resolution by the Common Council, and second, the consideration of a final resolution (the “Final Resolution”) by the Common Council.

The Initial Resolution is not a commitment to issue bonds, but merely evidences the City’s “official intent” to issue bonds pending satisfactory negotiation of the terms.

QB\103522539.2

The Final Resolution to be considered by the Common Council at a future meeting will be drafted and presented to the City only after negotiations for the bond issue have been completed.

Enclosed are the following documents necessary to allow the Common Council to consider the Initial Resolution on August 17, 2026:

- (1) Initial Resolution, with the form of Notice to Electors of the City of Stevens Point, Wisconsin, attached as Exhibit A;
- (2) Good faith fee estimate letter required under Section 66.1103 of the Wisconsin Statutes;
- (3) Notice of Public Hearing (the so-called “TEFRA” notice); and
- (4) Notice of Intent to Obtain a Municipal Industrial Revenue Bond, which contains information regarding job estimates.

We have also enclosed a (i) checklist for the City of Stevens Point, (ii) summary of industrial development revenue bonds for informational purposes which was previously provided to the City, and (iii) Certificate of Firecrest Aerospace, Inc. to be signed by the Borrower wherein the Borrower certifies that it is able to negotiate satisfactory arrangements for completing the Project and that the City’s interests are not prejudiced thereby.

The following, in chronological order, are the steps necessary to issue the bonds:

1. The Common Council considers the Initial Resolution on August 17, 2026. For agenda purposes, the City Clerk should describe the Initial Resolution as follows for the Common Council meeting on August 17, 2026:

“Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Firecrest Aerospace, Inc. Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.”

The Common Council meeting on August 17, 2026 must meet the requirements of an open meeting under Sections 19.81 et seq. of the Wisconsin Statutes. Pursuant to Section 19.85 of the Wisconsin Statutes, the Common Council may not commence a meeting, subsequently convene in closed session, and reconvene in open session, unless public notice of such subsequent open session was given at the same time, and in the same manner, as the notice of the meeting convened prior to the closed session. If the Common Council proposes to go into closed session at the meeting, please contact me to discuss this issue. **A representative of the Borrower should attend the August 17, 2026 meeting to answer questions regarding the Project and provide job estimate information to the Common Council.**

2. On August 18, 2026, the City Clerk should call me (414-277-5746) to confirm that the Initial Resolution was adopted. We will arrange for the Notice to Electors to be published, which is attached to the Initial Resolution as Exhibit A, in the City's local newspaper. After the notice is published, the electors of the City have thirty (30) days during which to circulate a petition for a referendum.

3. The City Clerk should mail a copy of the Initial Resolution (the Certificate by City Clerk which is attached to the Initial Resolution should be completed and signed) to me. Our office will send a copy of the Initial Resolution, along with the date that the Notice to Electors was published, to Steven Sabatke at the Wisconsin Economic Development Corporation.

4. The federal tax law known as the Tax Equity and Fiscal Responsibility Act of 1986 ("TEFRA"), requires that this Project, which is being funded with tax-exempt bond proceeds, be the subject of a noticed public hearing called a TEFRA public hearing. These hearings provide interested individuals or parties the opportunity to testify on any matters related to such potential bond issues, including the nature and location of the Project.

Therefore, at a future date, a notice regarding the scheduled TEFRA public hearing must be published (our office will publish the Notice of Public Hearing on behalf of the City). The Notice of Public Hearing must be published no later than seven (7) days before the TEFRA public hearing. Our usual practice is to have the TEFRA public hearing immediately preceding the meeting at which the Final Resolution is considered by the Common Council. We will notify the City in the future to schedule the TEFRA public hearing/Final Resolution date.

5. At a future date, the Common Council will hold the TEFRA public hearing and consider the Final Resolution. A representative of the Borrower should attend the TEFRA public hearing. The Common Council meeting must meet the requirements of an open meeting under Sections 19.81 et. Seq. of the Wisconsin Statutes.

6. After the preliminary steps outlined above have been completed, the Borrower and the Purchaser will need to negotiate the bond documents (to be prepared by Quarles & Brady LLP) in preparation for the sale of the bonds. The pricing will occur just prior to the Common Council meeting during which the Common Council will be asked to adopt the Final Resolution.

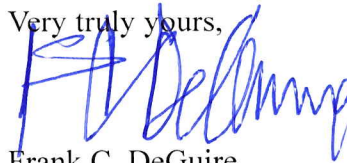
The foregoing is a brief sketch of the procedural steps that must be followed when issuing industrial development revenue bonds. The key point to remember is that the City will be considering, from a policy standpoint, whether to encourage the location of the Project in the City. By issuing the bonds, the City will give the Borrower an interest rate benefit because the bonds will be tax-exempt in the hands of the Purchaser. It must be emphasized that the City will not be liable in any way on the bonds; the bonds are special, limited obligations of the City.

We are simultaneously delivering to the City Clerk the good faith fee estimate letter required under Section 66.1103 of the Wisconsin Statutes. A copy of this letter should be signed by Susan Pagel and returned to us to provide evidence of her receipt of the letter.

The Borrower has signed the enclosed Notice of Intent to Obtain a Municipal Industrial Revenue Bond (the "Notice of Intent"). The Notice of Intent is being delivered to the City Clerk with this letter, and we will mail a copy to Steven Sabatke at the Wisconsin Economic Development Corporation.

We are looking forward to working with everyone on this Project. Please call me with any questions or comments.

Very truly yours,



Frank C. DeGuire

COMMON COUNCIL OF
CITY OF STEVENS POINT, WISCONSIN

RESOLUTION NO. 2026 - _____

**RESOLUTION AMENDING INITIAL
RESOLUTION
REGARDING INDUSTRIAL DEVELOPMENT
REVENUE BOND FINANCING FOR
FIRECREST AEROSPACE, INC. PROJECT**

WHEREAS, on July 20, 2026, the Common Council of the City of Stevens Point, Wisconsin (the “Issuer”) adopted an Initial Resolution Regarding Industrial Development Revenue Bond Financing For Firecrest Aerospace, Inc. Project (the “Initial Resolution”); and

WHEREAS, at the time of the adoption of the Initial Resolution, Firecrest Aerospace, Inc., a Delaware corporation, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”) expected that the project would consist of acquiring equipment for its manufacturing activities and paying professional fees and costs of issuance; and

WHEREAS, the Borrower now expects that the project will include the acquisition and rehabilitation of the Facility (defined herein), as well as the acquisition of equipment for its manufacturing activities and the payment of professional fees and costs of issuance, as more fully described herein; and

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the “Act”) authorizes the Issuer to authorize the issuance and sale of bonds by the Issuer to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, the Borrower desires to complete a project to be owned by the Borrower consisting of financing the (i) acquisition and rehabilitation of a facility comprising approximately 38,000 square feet located at 4848 Industrial Park Road in the City of Stevens Point, Wisconsin (the “Facility”), which Facility is to manufacture micro turbo jet and turbo fan engines for unmanned aerial and aerospace applications, (ii) acquisition and installation of equipment to be owned by the Borrower and used by the Borrower in its manufacturing activities at the Facility and (iii) payment of professional fees and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City of Stevens Point, Wisconsin; and

WHEREAS, the cost of the Project is presently estimated to be \$10,000,000, and the amount proposed to be financed with one or more issues or series of tax-exempt and/or taxable industrial development revenue bonds (the “Bonds”) issued under the Act does not exceed \$10,000,000; and

WHEREAS, it is in the public interest of the Issuer to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing, to promote the betterment of the economy of the Issuer; and

WHEREAS, the Borrower has requested that the Issuer now approve this resolution amending the Initial Resolution to include the revised Project description, providing for the financing of the Project in an amount not to exceed \$10,000,000 and providing for the taking of the necessary actions for compliance with the Act and the Internal Revenue Code with respect to the issuance of the Bonds (defined herein); and

WHEREAS, the Issuer is a municipality organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuer an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

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

1. Based upon representations of the Borrower, it is the finding and determination of the Common Council that the Project is a qualified “project” within the meaning of the Act and that the Borrower is an “eligible participant” within the meaning of the Act. The Issuer shall:

(a) Finance the Project in an amount not to exceed \$10,000,000; and

(b) Issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the “Bond(s)”), in an amount not to exceed \$10,000,000 in order to finance costs of the Project.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

(a) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;

(b) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers;

(c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;

(d) The Borrower shall find a purchaser for all of the Bonds;

(e) The City’s out-of-pocket costs, including but not limited to legal fees and trustee’s fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower; and

(f) A notice of public hearing required by federal law for purposes of Section 147(f) of the Internal Revenue Code, as amended, shall be published in a newspaper of general circulation in the City of Stevens Point and a public hearing shall be held to provide interested individuals or parties the opportunity to testify as to the Project and the issuance of the Bonds.

3. The aforesaid plan of financing shall not be legally binding upon the Issuer nor be finally implemented unless and until:

(a) The details and mechanics of the same are authorized and approved by a further resolution of the Common Council which shall be solely within the discretion of the Common Council;

(b) The City Clerk shall cause notice of adoption of this Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in the City of Stevens Point, and the electors of the City of Stevens Point shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;

(c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue;

(d) The City Clerk shall have received an employment impact estimate issued under Section 238.11 of the Wisconsin Statutes;

(e) All documents required to consummate the financing have been duly authorized and delivered; and

(f) The Issuer and the Borrower have resolved all land use and special use issues with respect to the affected property and the Project.

4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

5. The City Clerk is directed, following adoption of this Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of the City of Stevens Point, Wisconsin, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of the Issuer that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal

amount of debt expected to be issued for the Project on the date hereof is \$10,000,000. This statement of official intent is made pursuant to Treasury Regulations §1.150-2.

Passed and adopted at a regular meeting of the Common Council of the City of Stevens Point, Wisconsin this _____ day of _____, 2026.

APPROVED:

Mike Wiza, Mayor

ATTEST:

Susan Pagel, City Clerk

EXHIBIT A

NOTICE TO ELECTORS OF THE CITY OF STEVENS POINT, WISCONSIN

TAKE NOTICE that the Common Council of the City of Stevens Point, Wisconsin (the “Issuer”), at a regular meeting held at the Stevens Point Police Department, 933 Michigan Avenue, Stevens Point, Wisconsin, on _____, 2026, adopted an Initial Resolution pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed \$10,000,000 of industrial development revenue bonds of the Issuer (the “Bonds”) on behalf of Firecrest Aerospace, Inc., a Delaware corporation, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”). The Borrower desires to complete a project consisting of financing the (i) acquisition and rehabilitation of a facility comprising approximately 38,000 square feet located at 4848 Industrial Park Road in the City of Stevens Point, Wisconsin (the “Facility”), which Facility is to manufacture micro turbo jet and turbo fan engines for unmanned aerial and aerospace applications, (ii) acquisition and installation of equipment to be owned by the Borrower and used by the Borrower in its manufacturing activities at the Facility and (iii) payment of professional fees and costs of issuance (collectively, the “Project”). The Borrower has represented that the net number of full-time equivalent jobs which the Project is expected to create on the Project site within three years is 95.

Pursuant to the terms of Section 66.1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer’s interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUER AND THE BORROWER.

The Initial Resolution may be inspected in the office of the City Clerk at 1515 Strong’s Avenue, Stevens Point, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE CITY OF STEVENS POINT MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the City of Stevens Point is filed with the City Clerk requesting a referendum on the question of the issuance of the Bonds, the Issuer will issue the Bonds without submitting the proposition for the electors’ approval. If such petition is filed as aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of the City of Stevens Point voting thereon at a general or special election.

Susan Pagel, City Clerk
City of Stevens Point, Wisconsin

CERTIFICATION BY CITY CLERK

I, Susan Pagel, duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Stevens Point, Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled: RESOLUTION AMENDING INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR FIRECREST AEROSPACE, INC. PROJECT.

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Common Council at a meeting held at the Stevens Point Police Department, 933 Michigan Avenue, Stevens Point, Wisconsin, at _____ p.m. on _____, 2026. Said meeting was a regular meeting of the Common Council and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Resolution, the

question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAINED:

_____	_____
_____	_____

Whereupon the meeting chairperson declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on this _____ day of _____, 2026.

[SEAL]

Susan Pagel, City Clerk



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
San Diego
St. Louis
Tampa
Tucson
Washington, D.C.

July 31, 2026

Susan Pagel
City Clerk
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Steve Sabatke
Financial Underwriter
Wisconsin Economic Development Corporation
2352 South Park Street, Suite 303
Madison, WI 53713

Re: \$10,000,000 City of Stevens Point, Wisconsin
Industrial Development Revenue Bonds,
Series 2026 (Firecrest Aerospace, Inc. Project)

Greetings:

We understand that in the near future, the Common Council of the City of Stevens Point, Wisconsin (the "City"), will take action on an Initial Resolution for industrial development revenue bond financing under Section 66.1103 of the Wisconsin Statutes on behalf of Firecrest Aerospace, Inc., a Delaware corporation, and/or a related entity, and/or a limited liability entity to be formed.

Section 66.1103 of the Wisconsin Statutes requires that prior to the adoption of the Initial Resolution, a document containing a good faith estimate of the legal fees which will be paid from the bond proceeds must be filed with the City Clerk of the City and with the Wisconsin Economic Development Corporation. This letter is that document.

Estimating legal fees at this stage in the proceedings is difficult because many of the most significant factual matters which may affect legal costs are not known in detail at this time. The size and structure of the bond issue have not been finalized. These and other matters normally are negotiated and determined after the Initial Resolution is adopted. As a result, the scope and amount of work which the various parties may choose to refer to their lawyers can vary considerably as the economic aspects of the financing develop.

The relationship of these variables to an estimate of aggregate legal fees is evident from the principles which lawyers apply in charging fees for their services. Fees for services rendered by any Wisconsin lawyer should be consistent with, and grounded upon, the Rules of Professional Conduct for Attorneys of the American Bar Association, as currently enforced in Wisconsin. Those rules set forth the following basic guidelines:

A lawyer's fee shall be reasonable. Factors to be considered as guides in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and the difficulty of the questions involved, and the skill requisite to perform the legal service properly.
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.
- (3) The fee customarily charged in the locality for similar legal services.
- (4) The amount involved and the results obtained.
- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation and ability of the lawyer or lawyers performing the services.
- (8) Whether the fee is fixed or contingent.

The maximum principal amount of the bonds will not exceed \$10,000,000.

The following is a good faith estimate of the legal fees which will be paid from the proceeds of the bonds with respect to this financing:

COUNSEL

FEE ESTIMATE

Bond Counsel

\$58,000 plus disbursements*

Counsel to the Eligible Participant

It is unknown whether the legal fees and disbursements of such counsel will be paid from the proceeds of the bonds

Attorneys who have not yet been identified who may be involved in the transaction, including, without limitation, counsel to any Trustee involved, any real estate counsel involved, and any counsel to the initial bond purchaser(s)

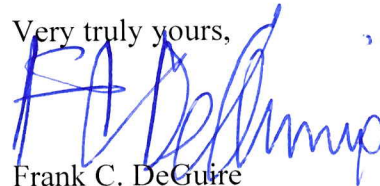
It is unknown whether the legal fees and disbursements of such counsel will be paid from the proceeds of the bonds

The actual fee charged by each of the lawyers acting in this matter may vary considerably from the estimates provided above. Without purporting to be exhaustive, the following are reasons why actual fees may be higher or lower than the estimate: (i) assumptions regarding the size, structure, complexity and timing of the bond financing may change; (ii) clients may alter the scope of their lawyers' engagement; (iii) parties may require legal opinions or legal advice beyond that normally requested in similar financings; and (iv) unforeseen legal problems may arise.

We are writing and filing this letter to comply with the requirements of Section 66.1103 of the Wisconsin Statutes. To the extent that we have estimated attorneys' fees other than our own, we did so on the basis of prior experience and information available to us at the time of writing this letter.

Please complete and return the receipt below by email. Thank you.

Very truly yours,



Frank C. DeGuire

*Estimate only, based on par.

The undersigned acknowledge receipt of the foregoing this ____ day of _____,
2026.

WISCONSIN ECONOMIC DEVELOPMENT
CORPORATION

By: _____

Steven Sabatke, Financial Underwriter

CITY OF STEVENS POINT, WISCONSIN

By: _____

Susan Pagel, City Clerk

[QUARLES WILL PUBLISH NOTICE ON BEHALF OF CITY
AFTER PUBLIC HEARING HAS BEEN SCHEDULED]

NOTICE OF PUBLIC HEARING

Notice is hereby given, in compliance with requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, that the City of Stevens Point, Wisconsin (the “City”), will hold a public hearing on [_____, 2026] at [_____] p.m., or as soon thereafter as the matter may be heard, at the Stevens Point Police Department, 933 Michigan Avenue, Stevens Point, Wisconsin, regarding the proposed issuance of City of Stevens Point, Wisconsin Industrial Development Revenue Bonds, Series 2026 (Firecrest Aerospace, Inc. Project), in an aggregate amount not to exceed \$10,000,000 (the “Bonds”), pursuant to Section 66.1103 of the Wisconsin Statutes, to finance a project to be owned by Firecrest Aerospace, Inc., a Delaware corporation, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”).

The Borrower’s project to be financed with the Bonds consists of financing the (i) acquisition and rehabilitation of a facility comprising approximately 38,000 square feet located at 4848 Industrial Park Road in the City of Stevens Point, Wisconsin (the “Facility”), which Facility is to manufacture micro turbo jet and turbo fan engines for unmanned aerial and aerospace applications, (ii) acquisition and installation of equipment to be owned by the Borrower and used by the Borrower in its manufacturing activities at the Facility and (iii) payment of professional fees and costs of issuance (collectively, the “Project”). The Bonds will be special, limited obligations of the City and will not constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation or a charge against its general credit or taxing powers.

At the hearing, all persons will be afforded a reasonable opportunity to express their views, both orally and in writing, on the proposed Bonds and the location and nature of the Project proposed to be financed. Comments made at the public hearing are for the consideration of the Common Council but do not bind any legal action to be taken by it.

Published: _____, 2026

Susan Pagel, City Clerk
City of Stevens Point, Wisconsin

Notice of Intent to Obtain a Municipal Industrial Revenue Bond

Section 66.1103 (4m) (a) 1 of the Wisconsin Statutes requires the person or business who intends to obtain an industrial revenue bond issue from a Wisconsin municipality to notify this intention to the Wisconsin Economic Development Corporation and to any collective bargaining agent in the state with whom the person or business has a collective bargaining agreement. This notification must occur at least 30 days prior to entering into the revenue agreement or signing the loan contract. The person or business must provide information on the number of full-time jobs that are expected to be eliminated, created, or maintained at the project site and elsewhere in Wisconsin as a result of the project which is the subject of this notice. The person or business named below hereby gives notice of intent to obtain an Industrial Revenue Bond pursuant to s. 66.1103 of the Wisconsin Statutes.

I. Project

A. Person: Rose de Vries
Business: Firecrest Aerospace, Inc.
Address: 3000 RDU Center Drive, Suite 230
Post Office/ZIP: Morrisville, NC 27560

B. Project site: 4848 Industrial Park Road in the City of Stevens Point, Wisconsin
(Name of city, village or town in which the project is located)

C. Project type: ☐ Expansion at Present Location ☐ Relocation Within Same Municipality

☐ Relocation From Within State ☐ Relocation from Out-of-State ☒ New Business

☐ Branch-Wisconsin Operation ☐ Branch-Out-of-State Operation ☐ _____

D. Maximum amount of IRB financing: \$10,000,000

II. Employment Estimates (to result within the next 3 years)

Number of Full-Time Jobs	Before Project	To Be Maintained	To Be Created	To Be Eliminated	Net Total Number of Jobs
A. <u>At the Project Site</u>	0	0	95	0	95
B. <u>At All Other Wisconsin Operations</u>	0	0	0	0	0
C. <u>Net Totals</u>	0	0	95	0	95

D. Will any jobs transfer from one or more locations to the project site? Yes ☐ No ☒

Number of jobs to transfer: N/A

Location(s) the jobs will transfer from: (municipality) N/A

Rose de Vries
Signed/Person completing this form

Rose de Vries
Name

7/08/2026
Date

(919) 885-2163
Telephone Number

CERTIFICATE OF FIRECREST AEROSPACE, INC.

Firecrest Aerospace, Inc., a Delaware corporation, and/or a related entity, and/or a limited liability entity to be formed (the “Borrower”), has requested that the Common Council of the City of Stevens Point, Wisconsin (the “Issuer”) consider an “Initial Resolution Regarding Industrial Development Revenue Bond Financing for Firecrest Aerospace, Inc. Project” (the “Initial Resolution”) on July 20, 2026, for the purpose of financing a project to be owned by the Borrower consisting of financing the (i) acquisition and rehabilitation of a facility comprising approximately 38,000 square feet located at 4848 Industrial Park Road in the City of Stevens Point, Wisconsin (the “Facility”), which Facility is to manufacture micro turbo jet and turbo fan engines for unmanned aerial and aerospace applications, (ii) acquisition and installation of equipment to be owned by the Borrower and used by the Borrower in its manufacturing activities at the Facility and (iii) payment of professional fees and costs of issuance (collectively, the “Project”). This certificate is delivered in connection with the Borrower’s request for the Issuer to issue conduit revenue bonds pursuant to Section 66.1103 of the Wisconsin Statutes on behalf of the Borrower to finance the Project.

The undersigned hereby certifies, represents, and warrants to the Issuer as follows:

1. The undersigned is the CEO of the Borrower, and as such is familiar with the Borrower’s affairs, properties and records, and in particular, with the Project and the conduit bond financing request to which this certificate relates.
2. The Borrower represents that it is able to negotiate satisfactory arrangements for completing the Project, and that the Issuer’s interests are not prejudiced thereby.

Dated: _____, 2026.

FIRECREST AEROSPACE, INC.

By: _____
Name: Paul Lemke
Title: CEO

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



Corey D. Ladick
Comptroller-Treasurer

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

August 13, 2026

To: Common Council

Subject: Adjustment to Cat License Fees

The Finance Committee voted to increase cat license fees to \$14.00 for spayed or neutered, and \$24.00 for cats that are not spayed or neutered, for the 2027 licensing year. This matches the fees for licensing dogs, which adds an additional element to consider.

Currently, the City offers a multiple dog license, which allows the licensing of up to 12 dogs for a flat \$90.00. If someone has more than 12 dogs, the extra dogs are an additional \$14.00 spayed or neutered and \$24.00 not spayed or neutered. If we want to be consistent with the licensing of cats and the licensing of dogs, then we should consider adding a multiple cat license as well. However, we do need to make sure that we are able to implement this in our licensing software before moving forward. Therefore, I am recommending that we delay final action on this for a month while that feasibility is evaluated.

**AGREEMENT BETWEEN
CITY OF STEVENS POINT**

AND

MID-STATE TECHNICAL COLLEGE

THIS AGREEMENT, dated _____, 2026, by and between the CITY OF STEVENS POINT ("City"), and MID-STATE TECHNICAL COLLEGE ("MSTC"), referred to individually in this Agreement as "Party," and collectively as "Parties," as follows:

WHEREAS, the City and MSTC have been assisting, supporting, complementing, defining, expanding and implementing the general "Mission and Purpose" outlined by the legislature for vocational, technical and adult education in central Wisconsin, and have been complementing and supporting each other in the mutual achievement of their respective duties and obligations regarding public safety education and training; and

WHEREAS, cost efficiencies and operational benefits can be achieved by the City and MSTC through intergovernmental cooperation as permitted under Section 66.0301 and other Wisconsin Statutes, and this Agreement is entered into pursuant to the authority granted by such statutes; and

WHEREAS, the Parties desire to construct a building/facility, referred to herein as "Shared Facility," in accordance with the provisions of this Agreement, said Shared Facility to be owned and occupied by the Parties for their separate and joint uses as set forth in this Agreement, and

WHEREAS, the City owns the real property on which the Shared Facility will be located, and the Parties intend that the City shall retain ownership of the underlying real property, subject to MSTC's leasehold and site-use rights as set forth in this Agreement and any related lease or site-use agreement; and

WHEREAS, the Parties intend that each Party shall own its respective portion of the Shared Facility, that MSTC shall own and control the Joint Section subject to the City's access and use rights as set forth in this Agreement, and that MSTC shall have leasehold and site-use rights to designated portions of the property necessary for the MSTC Section, Joint Section, shared site improvements, outdoor training areas, training props, access, parking, utilities, and related instructional and operational uses;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the City and MSTC agree as follows:

1. DEFINITIONS.

In this Agreement, unless the context clearly requires otherwise, the following words and terms shall have the following meanings:

A. "Shared Facility" means the building/facility contemplated by and constructed pursuant to the provisions of this Agreement, designated portions of which are utilized and occupied on a shared basis by the Parties, consisting of separately-owned and occupied portions, a MSTC Section and City Section, all as set forth in this Agreement.

B. "MSTC Section" means that portion of the Shared Facility owned and occupied by MSTC.

C. "City Section" means that portion of the Shared Facility owned and occupied by the City.

D. "Joint Section" means that portion of the Shared Facility between the MSTC Section and the City Section which will be owned and controlled by MSTC consisting of a Decontamination Area, a Locker Room, a Firefighters Training Area, Fitness Center, and other areas agreed to by the parties. Each Party shall have access to this area through the use of key cards. Scheduling of the use of this area will be through MSTC, except for between the times of 1100-1200 M-F when priority will be given to SPFD Members.

E. "Property" means the real property owned by the City on which the Shared Facility will be located, including Parcel Number 281230801310002 at 1515 Strongs Avenue with a site address of 0 Badger Avenue, Stevens Point, Wisconsin, as further depicted on Exhibit A.

F. "Leased Premises" means the portions of the Property leased or otherwise made available by the City to MSTC for the MSTC Section, Joint Section, shared site improvements, parking, access drives, utilities, stormwater facilities, outdoor training areas, training props, and other areas reasonably necessary for MSTC's use, operation, maintenance, repair, replacement, and improvement of the Shared Facility and related instructional uses, as identified on Exhibit A or in any related lease or site-use agreement.

G. "Outdoor Training Areas" means those portions of the Leased Premises located outside the building footprint and designated for MSTC's construction, installation, operation, maintenance, repair, replacement, and use of training props, training grounds, and related instructional improvements.

H. "Training Props" means structures, equipment, fixtures, props, simulators, or other instructional improvements installed or used in the Outdoor Training Areas.

2. TERM.

The term of this Agreement shall be for fifty (50) years, commencing on _____, 2026 and ending on _____, 2076, (the "Ending Date"). This Agreement shall be automatically extended for five years following the Ending Date and for additional periods of five years thereafter unless either Party notifies the other Party at least three years prior to the Ending Date or any subsequent ending date that it desires to terminate the Agreement.

3. DESIGN AND CONSTRUCTION PROCESS.

A. Design of Shared Facility.

MSTC and the City shall engage the services of the same architectural firm to design the Shared Facility. The Shared Facility shall be for the use of the Parties as provided for in this Agreement. Each Party shall design its portion of the Shared Facility, independent of the other Party, as best suits its purposes and meets its needs, provided, that the consent of both Parties to the final exterior design of the Shared Facility shall be required prior to proceeding with the construction of the Shared Facility. The Shared Facility shall have a common exterior material. Each Party shall supervise and control the interior design of the portion of the building that it owns. The design of the Shared Facility shall meet all applicable local, state, and federal code requirements.

B. Payment of Architectural Fees.

Each Party shall assume and pay the design costs attributable to its portion of the Shared Facility. Each Party shall enter into individual design contracts with the agreed upon architectural firm.

4. FUNDING OF PROJECT.

If, prior to the award of the contract for the construction of the Shared Facility, either Party fails or refuses to provide the necessary funds for the construction of the Shared Facility, no contract shall be awarded and this Agreement shall terminate and be null and void. If this Agreement terminates pursuant to this Section, both Parties agree and understand that each Party shall be responsible for its share of costs related to the Shared Facility incurred up to the date of termination.

If, after either Party has committed funds toward land acquisition, site preparation, design, permitting, or other preconstruction activities for the Shared Facility, the other Party is unable or elects not to provide the funding, approvals, or authorizations required for its portion of the project, the Party moving forward shall not be required to abandon the project.

In that event, the Party moving forward may proceed with a modified project for its own use, at its sole cost and responsibility. Any modified project shall not obligate the Party not moving forward to fund, construct, operate, maintain, or reserve space in the facility unless otherwise agreed to in writing by both Parties.

The withdrawing or nonparticipating Party shall remain responsible only for its share of previously authorized project costs incurred before its withdrawal or nonparticipation. The Party not moving forward shall retain the right to use, develop, modify, lease, sell, or otherwise control its interest in the property, subject to applicable law, funding requirements, and existing restrictions.

Each Party waives and relinquishes any right of action against the other for any claims, demands, losses, liability, cost (including attorneys' fees), or expense of any kind whatsoever (including any arising under any workers compensation or other occupational disease law) which arise out of, are connected with, or are attributable to the termination of this Agreement under the terms of this Section, and covenants and promises not to sue or assert claims against the other party thereon.

5. SHARED FACILITY. The ownership, location and use of the Shared Facility shall be as follows:

A. Location and Use of Shared Facility.

The Shared Facility shall be located on Parcel Number 281230801310002 at 1515 Strongs Avenue with a Site Address of 0 Badger Avenue, Stevens Point WI 54482. The Shared Facility shall be developed and utilized as a fire station, police station and a public safety education and training center. (see site plan, Exhibit A). The City will own the underlying real property but will Lease the property needed by MSTC to build and operate the MSTC Section, Joint Section, appurtenances, and outdoor training areas for the amount of \$0 per year. This Agreement does not affect the City's right to use and develop other non-leased areas of the property and the City continues to retain the unlimited right to use and develop the property and all of its other property in its discretion (including for such uses as additional police and fire department space, a water tower with facilities, or other uses).

Any use by a Party other than described in this Agreement shall be subject to approval of the other Party. The dividing line, for ownership purposes, between the

MSTC Section and the City Section shall be the Joint Section which forms as a separation between the apparatus bay of the City Section and the MSTC Section. The respective ownerships shall be as shown on Exhibit A attached hereto.

Each Party shall be responsible for providing adequate parking for its portion of the Shared Facility. Vehicle parking lots shall be located in only those areas which are mutually agreeable to both parties.

B. Property, Leased Premises, and Outdoor Training Areas

The Leased Premises shall include the portions of the Property identified on Exhibit A or in a related lease or site-use agreement, including, as applicable, building areas, shared spaces, parking areas, access drives, utilities, stormwater facilities, Outdoor Training Areas, and other site areas reasonably necessary for MSTC's use of the Shared Facility. MSTC may construct, install, operate, maintain, repair, replace, and use Training Props, training grounds, and related instructional improvements within the Outdoor Training Areas, subject to the terms of this Agreement or any related lease or site-use agreement.

C. Ownership.

Title to the Property shall be in the name of the City. Except as otherwise specifically provided for in this Agreement, each Party shall have full and peaceable possession of its portion of the Shared Facility. Subject to the provisions of this Agreement, each Party shall have the authority to make modifications, alterations and changes to its interior section of the Shared Facility without notice to or approval of the other Party; provided, that no such modification, alteration or change shall affect the exterior of the Shared Facility. In the event of a modification, alteration or change proposed to be made by one Party which affects the exterior of the Shared Facility or the portion of the Shared Facility of the other Party, the prior express written agreement of the other party shall be obtained.

D. Right of First Refusal.

In the event the City chooses to sell any portion of the Property, MSTC shall have a right of first refusal on the designated property. The City shall give MSTC notice at least 3 years prior to any proposed conveyance of its property to a third party. MSTC shall have a period of 60 days following receipt of such notice to notify the City that it desires to acquire the property under its right of first refusal. Said time periods can be modified by mutual agreement of the Parties. The purchase price shall be determined as set forth in this subsection C.

In the event the City proposes to convey any portion of its property, the purchase price to the MSTC under its right of first refusal shall be the total of the following: 1) \$1.00 for the real property to be conveyed, without inclusion of the Shared Facility or any other buildings, structures, appurtenances, improvements or other fixtures on said real property; and 2) the fair market value of the portion of the Shared Facility and the other buildings, structures, appurtenances, improvements and other fixtures to be conveyed. In the event the City proposes to convey that portion of its property which includes the Shared Facility or related buildings, or the City proposes to convey any portion of its property, an appraisal shall be undertaken. The appraisal shall be a full narrative appraisal performed for the purpose of determining the value of the property involved and shall be made by an appraiser who is reputable, disinterested, and qualified to make an appraisal of the property. MSTC and the City shall each pay half of the appraisal fee. An appraisal undertaken under this subsection C. to determine the value of the MSTC property shall evaluate the land, without improvements, at \$1.00, and shall appraise the improvements at their fair market value. An appraisal to determine the value of the City property shall appraise the property, land, and improvements, at their fair market value. Following the receipt of the initial appraisal, the City and MSTC shall each have the option of obtaining a second appraisal of the property. All expenses incurred in obtaining any such second appraisal shall be assumed and paid for by the Party requesting the appraisal. The appraiser or appraisers engaged to conduct such second appraisal or appraisals shall not be aware of or advised of the results of the first appraisal and if any such appraiser is aware of or advised of such result, any appraisal made by such appraiser shall be null and void. If the valuation of the property, as determined by the second appraisal or appraisals, is different than the valuation of the property as determined by the initial appraisal by more than 10%, the property shall be evaluated by a third disinterested appraiser, who shall have access to the first two appraisals in connection with making an evaluation. The evaluation made by the third appraiser shall be final and binding on the Parties.

The Date of Closing shall occur not more than 90 days after the date of receipt of notice from the Party desiring to acquire the property under this right of first refusal, unless extended by mutual agreement of the Parties. The time and date of closing shall be determined by the Party receiving notice, and written notice thereof shall be given to other Party at least 10 days prior to the date of closing. The place of closing shall be at City Hall, Stevens Point, Wisconsin, unless otherwise agreed to by the parties. The effective date of said conveyance shall be the date of closing.

The City shall make the conveyance as provided herein by warranty deed, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, and general taxes, if any, levied in the year of closing, and shall complete and execute all documents necessary to record the conveyance.

In addition to a warranty deed, the City Party shall deliver to the other Party on the date of closing, the following:

- i. The funds necessary to pay any real estate transfer fee, if any.
- ii. A properly completed Wisconsin Real Estate Transfer Return, if required.
- iii. Such other documents as are reasonably necessary or appropriate to effect the consummation of the transaction.

As soon as reasonably practicable after receipt of the notice of the date of closing, the City shall furnish to MSTC an abstract of title covering title to the property, continued to a current date. MSTC shall be allowed 20 days after receipt of the abstract of title to make objections as to any liens or other encumbrances thereto, and notify the City in writing of the nature of such objections. If no such objections are made and the City notified, such objections shall be deemed waived. If any objections are made and the City is notified, the City shall be allowed up to 60 days to cure such objections. If any objections to title are made and such objections are not cured within the said 60 days, MSTC may, in addition to any other remedies available to it:

- i. Elect to rescind its notice to acquire, in which event the City shall not be required to convey the Property to MSTC and shall be authorized to convey the Property to any other person or entity; or
- ii. Consummate the transaction in the same manner as if there had been no title objection, in which event the transaction shall be consummated on the date of closing, and the City making the conveyance shall thereafter cure the title objections; or
- iii. Postpone the date of closing until all title objections have been cured.

As an alternative to providing a title opinion, the City shall, if required by MSTC, furnish to the City a policy of title insurance, issued by a company licensed to perform such business and in good standing with the State of Wisconsin, showing merchantable title in the City. Such policy of title insurance shall be provided at the expense of the City.

Upon consummation of the purchase as provided herein, the City shall deliver possession of the property to MSTC as of the date of closing.

Upon the consummation of the purchase, the City shall pay real estate taxes, if any, levied against the property, which are attributable to years prior to the year of closing and are payable in the year of closing and years prior thereto (it is anticipated by the parties that the property will be exempt from property taxation). Real estate taxes levied

against the property which are attributable to the year of closing and payable in the following year shall be prorated between the Parties as of the date of closing. If, on the date of closing, information regarding such real estate taxes is not available, the proration shall be performed according to the most current known real estate taxes and, within 10 days after the date when the taxes attributable to the year of closing are known, the proration shall be recalculated based upon the actual amount of such real estate taxes and any additional amounts owed by either party to the other shall be paid upon demand. On or before the date of closing, the City shall pay all special assessments which are levied prior to the date of closing which relate to work commenced prior to the date of closing.

6. CONSTRUCTION OF SHARED FACILITY.

A. Bids; Contracts.

This Agreement is contingent upon the Parties authorizing acceptance of bids for the construction of the Shared Facility and related improvements as contemplated by this Agreement. For purposes of this Section, authorization shall be required as follows: the City shall authorize acceptance of bids for the City Section; MSTC shall authorize acceptance of bids for the MSTC Section; and both Parties shall authorize acceptance of bids for the Joint Section and any shared site improvements, systems, utilities, or other improvements serving both Parties.

If the required authorization for any portion of the project is not given, the Parties shall confer in good faith to determine whether the remaining portions of the project may proceed independently or in modified form. If the Parties determine that the project cannot reasonably proceed, this Agreement shall terminate. If this Agreement terminates pursuant to this Section, each Party shall be responsible for its share of costs incurred up to the date of termination.

Each Party waives and relinquishes any right of action against the other for any claims, demands, losses, liability, cost, including attorneys' fees, or expense of any kind whatsoever, which arise out of, are connected with, or are attributable to the termination of this Agreement under the terms of this Section, and covenants and promises not to sue or assert claims against the other Party thereon.

The construction of the Shared Facility shall be undertaken through formal, competitive bids, pursuant to the provisions of ss. 62.15 and 38.18, Wis. Stats., and other applicable statutes. Such project shall be segmented into the following two parts: the City Section and the MSTC Section and Joint Section.

Preferably one construction contract shall be awarded for the Shared Facility. If that is not feasible, separate construction contracts shall be awarded for the Shared

Facility. One contract shall be for the MSTC Section and Joint Section and the other contract shall be for the City Section.

The Parties shall cooperate in coordinating the bidding, contracting, construction, scheduling, site access, utilities, safety, and completion of the project. No Party shall be required to obtain the other Party's approval for decisions relating solely to that Party's own section, provided such decisions do not materially affect the Joint Section, the other Party's section, shared systems or utilities, site access, project schedule, cost-sharing obligations, code compliance, safety, or the rights and obligations of the other Party under this Agreement. Any contracts shall provide for substantially similar dates for completion of construction, unless otherwise agreed in writing by the Parties.

B. Payment of Contractor/Construction Costs.

Each Party shall be individually responsible and accountable for payment of contractor and construction costs attributable to its portion of the Shared Facility. The City and MSTC shall each assume an equal share of the construction costs of any firewall if it is determined a firewall is necessary, as described in Section 5 of this Agreement.

C. Disputes.

All disputes regarding financial obligations arising under this Section 6 which remain unresolved following informal discussions between the Parties shall be resolved by a committee consisting of an equal number of representatives assigned by each Party. If the committee does not resolve the issue in dispute, the financial amount in dispute shall be assumed by each Party in accordance with the percent of square footage of the property within the ownership of the Party.

D. Training Props.

The City shall not bear any responsibility for the cost of constructing or maintaining any training props not affixed to the fire station.

E. Coordination.

The construction of the City Section and the MSTC Section and Joint Section shall be coordinated so that the completion of the Shared Facility is accomplished efficiently and effectively. The Parties agree that actual physical construction of the Shared Facility shall not commence prior to the _____ calendar year. Such construction shall be completed in a timely manner, taking into consideration weather and other unforeseen circumstances beyond the control of the Parties, their representatives, and contractors.

F. Costs During Construction.

Each Party shall be responsible for payment of all utilities within its portion of the Shared Facility during construction, including, but not limited to, natural gas, electricity, telephone, air conditioning, water, sanitary sewer, and storm sewer. Each Party shall arrange for its own utility connections and metering. Costs imposed for the delivery of utilities to the building site shall be assumed by each Party according to the percent of square footage of the portion of the Shared Facility then owned by the Party.

G. Insurance.

Each Party shall be responsible for maintaining liability and other appropriate insurance coverage on its portion of the Shared Facility throughout the construction process and shall provide proof of insurance to the other party if requested. If it is deemed advantageous by both Parties to purchase such coverage on a joint basis, the premium shall be assumed by each Party according to the percent of square footage of the portion of the Shared Facility then owned by the Party.

H. Landscaping Design and Installation Costs.

Landscaping plans and installation shall be mutually agreed upon by the Parties. Initial installation costs for landscaping shall be assumed by each Party according to the percent of square footage of the portion of the Shared Facility owned by the Party. Alterations or repairs to the landscaping, or additional landscaping after initial installation, shall be mutually agreed upon by the Parties prior to any contractual commitments or action on any such alteration or repair.

7. ENVIRONMENTAL.

The property shall be brought into and maintained in compliance with applicable federal and state environmental laws, rules, and regulations and, to the extent required by federal and state authorities, made free from environmental contamination by the Parties. The expense of obtaining compliance, prior to the occupancy and use of the Shared Facility, shall be borne by each Party according to the square footage of the Shared Facility owned by the Party. Thereafter, the expense of obtaining compliance following a release or discharge causing environmental contamination shall be borne by the Party causing the release or discharge. In this section, "environmental contamination" includes any pollutant, contaminant, pesticide, hazardous or extremely hazardous waste, or other hazardous or toxic substance, chemical waste or material within the meaning of any applicable environmental law, including, without limitation: (a) any "hazardous substance" under or pursuant to s. 292.01 (7), Wis. Stats., or the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. s. 9601, et seq.; or (b) any "hazardous waste" under or pursuant to s. 292.01 (6), Wis. Stats., or the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901, et seq., or successor statutes.

8. CITY/MSTC OBLIGATIONS DURING OCCUPANCY.

A. Maintenance and Repairs to Shared Facility; Utilities.

Each Party shall be responsible for all maintenance to its portion of the Shared Facility, including but not limited to repair, replacement, maintenance and painting of all interior and exterior walls, plate glass, and the systems in, on and outside the structure in its section of the Shared Facility, including HVAC systems, electrical systems (including exterior light fixtures and exterior bulbs), and plumbing systems. Each Party shall be responsible for payment of all utilities within its portion of the Shared Facility including, but not limited to, natural gas, electricity, telephone, air conditioning, water, sanitary sewer, and storm sewer. If any systems are shared, the costs of maintenance or repairs shall be allocated on a square foot prorated basis.

B. Joint Portion of Shared Facility.

The Parties shall share equally those expenses for repairs to the joint portion of the Shared Facility. For the purpose of this paragraph, "joint portion" means the firewall which serves as the dividing line for ownership purposes, as set forth in Section 5, together with those portions of the Shared Facility immediately over (including the roof), under, or immediately adjacent to the sides of, said firewall. "Joint portion" also includes one or more exterior flagpoles, signs or other appurtenances jointly owned and used. All other exterior appurtenances shall be the responsibility of the Party constructing the same.

9. ALLOCATION OF SHARED FACILITY.

A. Training Facilities.

The Parties shall develop a policy establishing the terms and conditions of access and limitations on access to and between any other areas in the Shared Facility.

B. City Use.

The City shall have access to MSTC training classrooms decontamination area, workout area, burn tower and training props and shall be entitled to use such facilities, provided such use is agreed upon in advance. The City Fire Department shall have the responsibility to ensure the presence of Wisconsin-certified fire service instructors whenever activities which require such certification are taking place on the training grounds. Appropriate FPA standards shall be enforced during all training exercises.

C. Maintenance of Training Areas.

Each Party shall maintain its Training Facility in a professional, clean, and orderly manner. When an area is used for training purposes by one Party, that Party shall leave such area in a professional, clean, and orderly manner.

10. MAINTENANCE OF GROUNDS.

MSTC shall perform snow removal on all roads, drives and parking lots on the property as may be provided normal and usual course of its snow removal activities, at no cost to the City. Each shall be responsible for snow removal from the sidewalks directly related to its portion of the Shared Facility.

A. Basic Maintenance.

MSTC shall be responsible, at its expense, for all basic maintenance to the grounds and area surrounding parking lot and the Shared Facility, including lawn and shrubbery care, and storm or damage cleanup associated with natural disasters or weather other than snow. Costs associated with repairs or maintenance to the property, other than the Shared Facility, which the Parties deem mutually beneficial, may be shared by both Parties upon mutual agreement.

B. Entrance Road.

The cost of maintaining the common portion of any entrance road shall be divided equally between the Parties.

11. PARTIAL OR TOTAL DESTRUCTION OF SHARED FACILITY.

A. Damage Less Than 35%.

In the event that the Shared Facility is rendered unfit for use by fire or other casualty, and the cost to repair such damage is less than 35% of the then current fair market value of the premises, the Parties shall immediately proceed to make repairs to restore the Shared Facility. In the event either the City Section or MSTC Section or Joint Section is rendered unfit for use by fire or other casualty and the cost to repair such damage is less than 35% of the then current fair market value of such portion, the Party whose portion is rendered unfit shall immediately proceed to make repairs to restore the portion affected.

B. Damage Equal to or More Than 35%.

In the event that the Shared Facility is rendered unfit for use by fire or other casualty, and the cost to repair such damage equals or exceeds 35% of the then current fair market value of the premises, the Parties shall have the option of restoring, modifying, or razing the Shared Facility. In the event either the City Section or MSTC Section is rendered

unfit for use by fire or other casualty and the cost to repair such damage equals or exceeds 35% of the then current fair market value of such portion, the Party whose portion is rendered unfit, after conferring with the other Party, may restore, modify or raze the portion affected. In the event of razing, the Party accomplishing the razing shall use due care to disturb the unaffected portion of the Shared Facility to the least degree reasonably possible. In the event the Shared Facility, City Section or MSTC Section and Joint Section is substantially modified or razed in accordance with this paragraph, the terms and conditions of this Agreement shall be subject to renegotiation.

12. INSURANCE.

A. Fire and Casualty.

Each Party shall keep its portion of the Shared Facility insured against any loss or damage by fire or other casualty to the extent of the full insurable value thereof. Said insurance shall contain the standard form of waiver of subrogation.

B. Liability.

Each Party shall obtain and maintain in force insurance sufficient to protect it from liability arising out of its use of its portion of the Shared Facility, which shall provide the following minimum coverages: General Liability--\$1 million, combined single limit; Umbrella Insurance--\$5 million; Property--full value of the Party's personal property; Workers' Compensation--statutory limits.

C. Additional Insured.

Each Party shall name the other as an additional insured on premises and general liability coverage and provide annual insurance certificates to the other Party.

13. INDEMNIFICATION AND HOLD HARMLESS.

A. MSTC to City. MSTC shall indemnify, save and hold harmless the City, its officers, employees, agents and representatives, from and against any and all claims, demands, losses, liability, cost (including attorneys' fees), or expense of any kind whatsoever (including any arising under any workers compensation or occupational disease law) which arise out of, are connected with, or are attributable to, the construction, use or occupation of the MSTC Section and the use or occupancy by MSTC of the other portions of the Shared Facility as provided in this Agreement, including such claims, demands, losses, liability, cost or expense which arise from the deposit, release or discharge by MSTC, its officers, employees, agents, representatives or assigns, of any environmental contamination, as the term is defined in Section 7, upon or within the Shared Facility or adjoining property. Nothing contained herein shall limit, condition, waive, or otherwise

affect any statutory immunity, limitation of damages, or other protection afforded to the MSTC under the Wisconsin Statutes, including but not limited to those contained in Wisconsin Statutes section 893.80.

B. City to MSTC. The City shall indemnify, save and hold harmless MSTC, its officers, employees, agents and representatives, from and against any and all claims, demands, losses, liability, cost (including attorneys' fees), or expense of any kind whatsoever (including any arising under any workers compensation or other occupational disease law) which arise out of, are connected with, or are attributable to, the construction, use or occupation of the City Section and the use or occupancy by the City of the portions of the Shared Facility as provided in this Agreement, including such claims, demands, losses, liability, cost or expense which arise from the deposit, release or discharge by the City, its officers, employees, agents, representatives or assigns, of any environmental contamination, as the term is defined in Section 7, upon or within the Shared Facility or adjoining property. Nothing contained herein shall limit, condition, waive, or otherwise affect any statutory immunity, limitation of damages, or other protection afforded to the City under the Wisconsin Statutes, including but not limited to those contained in Wisconsin Statutes section 893.80.

14. MISCELLANEOUS.

A. No Assignment Or Subleasing Without Written Consent.

Each of the covenants, provisions and conditions of this Agreement shall apply to, bind, and solely inure to the benefit of the Parties hereto. This Agreement shall not be assigned or transferred to any other person or entity by either Party without the prior express written approval of the other Party. Neither Party shall convey or lease its portion of the Shared Facility without the prior express written approval of the other Party.

B. No Oral Representations or Promises.

This Agreement shall not be varied or waived by any oral representations or promises of either Party or their agents. Every modification and amendment to this Agreement shall be in writing, agreed to and executed by both MSTC and the City.

C. Notices.

Notices required or permitted to be provided under this Agreement shall be served upon the Parties in writing and mailed by registered or certified mail, return receipt requested, or by personally delivering the same, addressed as follows, or to such other person or place designated in a notice given as provided in this Section:

To the City:

City Clerk
City of Stevens Point

Stevens Point, WI 5____

To MSTC:

Dr. Shelly Mondeik
President
Mid-State Technical College
500 32nd Street North
Wisconsin Rapids, WI 54495

D. Termination; Damages.

This Agreement may be terminated by either Party in the event of the breach of any provision of the Agreement by the other Party. In such event, the Party not in breach shall give the other Party notice of the nature and occurrence of the breach and shall provide a reasonable period to correct the breach. The Party in breach shall correct such breach within the time provided, and if it fails to do so, this Agreement shall be terminated as of the end of the notice period. Notwithstanding any breach or termination of this Agreement, the mutual indemnification provisions contained in Section 13 shall survive each breach or termination. In the event such breach results in loss, damage or injury, the Party that suffers such loss or is damaged or injured may seek monetary compensation, including costs and attorneys' fees, against the Party in breach.

E. Modifications.

There shall be no modifications to this Agreement except those entered into with the same formality as this Agreement and executed by both Parties.

F. No Waiver.

Waiver of any breach of any provision of this Agreement shall not constitute waiver of any other or subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

G. Entirety of Agreement.

This Agreement constitutes the entirety of the Agreement between the Parties pertaining to the subject matter hereof, previous oral or written understandings notwithstanding.

H. Relationship of Parties.

Nothing contained in this Agreement shall be construed in any manner to create between MSTC and the City any relationship of partnership or co-venturers for any purpose.

I. Separability.

If one or more of the provisions of this Agreement are for any reason invalid, illegal, or unenforceable, in whole or in part, then such provision or provisions only shall be void and shall not affect any other provisions of this Agreement. The remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed.

J. Captions.

The captions appearing in this Agreement are for convenience only and are not a part of this Agreement and do not limit or amplify the terms and provisions of this Agreement.

15. EFFECTIVE DATE.

This Agreement, executed in duplicate originals, shall be effective as of the day and date first above written.

IN WITNESS WHEREOF, the parties hereto, having read and understood the entirety of this Agreement, and being fully authorized to do so, have hereunto set their hands and seals. In executing this Agreement, the Parties hereby confirm and agree that this Agreement has been reviewed and approved by the State Board of Vocational, Technical, and Adult Education, and that the Board of Directors of MSTC and the City Council of the City of Stevens Point have each adopted a resolution authorizing the following persons to execute this Agreement on their behalf.

CITY OF STEVENS POINT

By: _____
City Manager

City Clerk

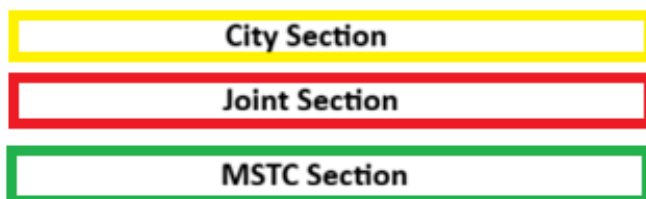
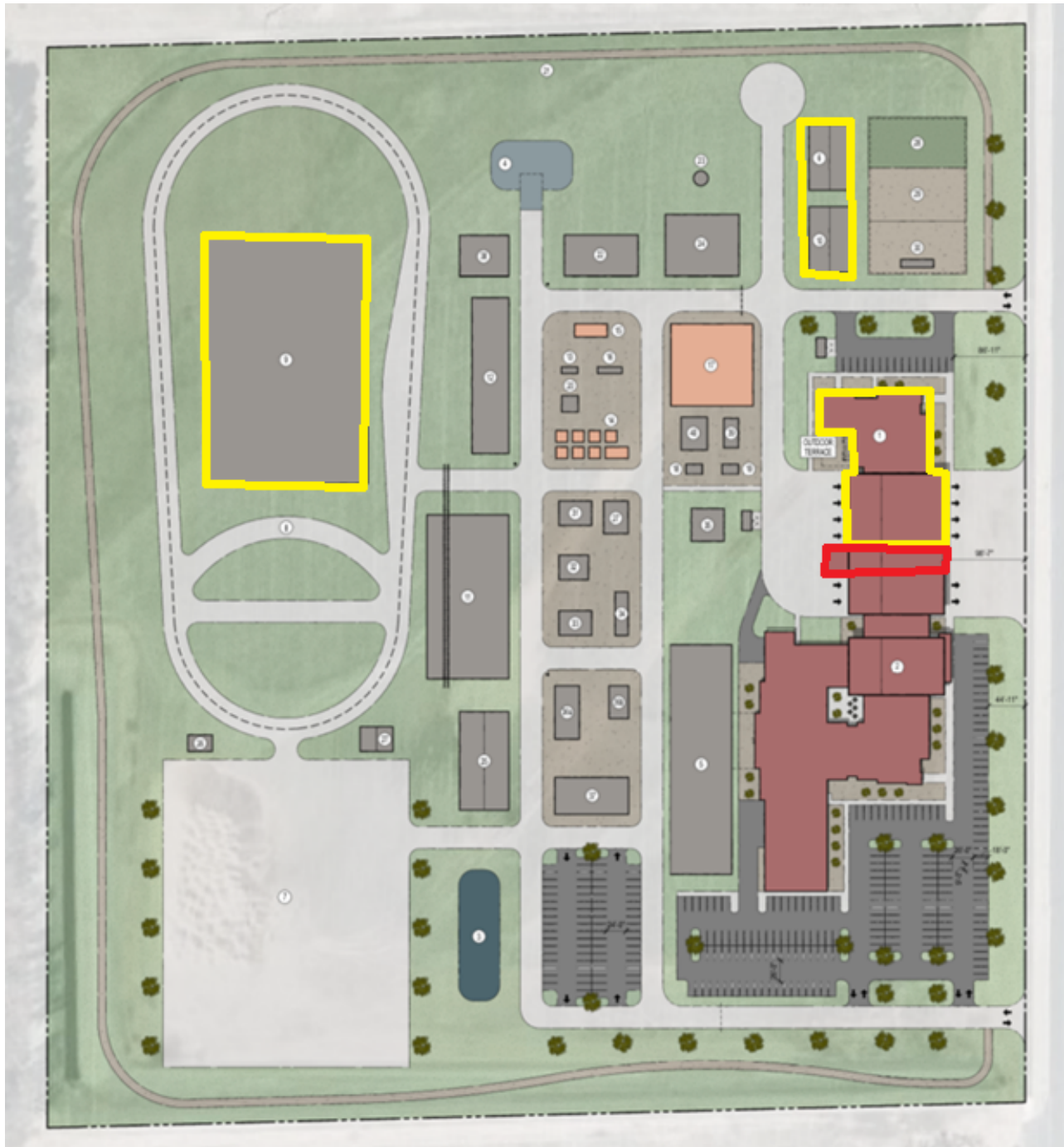
Fire Chief

MID-STATE TECHNICAL COLLEGE

Dr. Shelly Mondeik
President

By: _____
[NAME]
District Board Chairperson

Exhibit A



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



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

August 12, 2026

RE: Recommended award of "Fiber Network Expansion Project 26-201"

Council,

Earlier this month, the Department of Public Utilities and Engineering Department opened bids for an expansion to the City's fiber infrastructure for the purpose of serving new sites within and around the City of Stevens Point and Village of Plover.

The bid tabulation for the project is summarized below, with the low bid being submitted by Elexco Inc., of Seymour, WI.

The project consists of work for three different entities. The share of the total project cost will be split approximately as follows:

City of Stevens Point (expansion for camera coverage of public space)	\$86,000
Village of Plover (expansion to water facility)	\$90,000
Stevens Point Public Utilities (expansion to water facilities/records)	\$189,653

Bid Tabulation	Elexco Inc.	Holtger Bros.	A1 Construction
Base Bid (Utilities and Plover)	\$159,946.20	\$243,673.40	\$320,316.40
Alt 1 - Mead Park	\$49,235.90	\$43,076.80	\$83,826.40
Alt 2 - Peter's Park	\$8,374.30	\$12,074.80	\$19,222.00
Alt 3 - Leary Park	\$9,876.20	\$6,414.40	\$15,412.00
Alt 4 - Iverson Park	\$30,830.34	\$36,338.90	\$71,936.50
Alt 5 - Water Street Tower/Impound	\$16,540.24	\$10,033.20	\$19,330.80
Alt 6 - Records/Logical Effort	\$90,849.00	\$38,800.00	\$150,000.00
Base + All Alt	\$365,652.18	\$390,411.50	\$680,044.10

Staff requests permission to award the base bid plus any combination of alternates (while approval comes from other parties) to Elexco Inc., of Seymour, WI in an amount not to exceed \$420,500 which includes a 15% contingency.

Best Regards,

Joel Lemke, Director of Public Utilities and Transportation