

**CITY OF STEVENS POINT
REGULAR COUNCIL MEETING**

Zoom Conference Call Meeting

URL: <https://us02web.zoom.us/j/82090585742?pwd=RTV5eWEzY254NmRHK0ZmQ0JtbnZPQT09>

November 16, 2020

7:00 PM

Passcode: 108666

Dial in Number: +1 312 626 6799

Meeting ID: 820 9058 5742

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
 - Minutes of the Common Council Meeting of October 19, 2020.
 - Minutes and Actions of the Police and Fire Commission meeting of October 6, 2020:
 3. Confirmation of bills.
 8. Update to Police Department Policies 1012 (Drug and Alcohol Free Workplace), 328 (Discriminatory harassment), 340 (Standards of Conduct) and 300 (Use of Force).

- Minutes and Actions of the Park Commission meeting of November 4, 2020:
 3. Approval of 2021 2024 lease agreement with Northward Peddle and Paddle for Iverson Park beach and office buildings.
 4. Approval of Iverson Park Candlelight Snowshoe special event on January 30, 2021 submitted by Northward Peddle and Paddle.
 5. Approval of five year Green Circle Trail maintenance agreement between Portage County Parks Department, Stevens Point Parks Department and Green Circle Trail Committee.
 6. Approval of Iverson Park Winter Sports Area modified opening plans.
 7. Approval of Celebration Memorial Bench program and marketing brochure for Living Trees and Celebration Memorial Bench Program in City Parks.
 8. Approval of awarding site analysis and project engineering to Rettler Corporation for Bukolt Park playground replacement project.
- Minutes and Actions of the Plan Commission meeting of November 2, 2020:
 5. July, August and September, 2020 Monthly Report.
- Minutes and Actions of the Board of Water and Sewerage Commissioners meeting of November 9, 2020:
 3. Approval of department claims.
- Minutes and Actions of the Airport Commission meeting of November 9, 2020:
 3. Approval of department claims.
- Minutes and Actions of the Transportation Commission of November 9, 2020:
 3. Approval of the October 2020 financial/claims report.
 4. Approval to use general funds in the amount of \$5,165 for one(1) driver protection barrier not covered under the Cares Act funding.
 5. Approval to apply for 5311/85.20 grant funding to support the CY-2021 program operating expenses.
- Minutes and Actions of the Personnel Committee meeting of November 9, 2020:
 3. Request for new position Inspection Technician - Utility.
 4. Amendments to Administrative Policy 1.07 - Harassment.
 5. Amendment to Administrative Policy 3.02 - Vacation Carryover.
- Minutes and Actions of the Board of Public Works meeting of November 9, 2020:
 2. Trash and recycling pickup at 2 (two) municipal parcels owned by the Stevens Point Housing Authority.
 4. To accept the proposal from Gremmer & Associates, Inc. for design assistance for the 2021 Street Improvements Project #21-01 for an estimated fee of \$174,000.
- Minutes and Actions of the Public Policy and General Government meeting of November 9, 2020:
 2. License List.
 3. Request to Hold Event/Street Closing.

- Minutes and Actions of the Finance Committee meeting of November 9, 2020 and the Special Finance Committee meeting of October 26, 2020:
 4. Consideration of Change Order No. 1 to the AECOM agreement for changes in scope related to the Business 51 Planning Study in the amount of \$28,986.
 5. Consideration of Change Order No. 2 to the AECOM agreement for the addition of visualizations related to the Business 51 Planning Study in the amount of \$26,954.
 7. Additional funding for Plover River Crossing property acquisition.
 9. Approval of Claims Paid.
- Statutory Monthly Financial Report by Comptroller/Treasurer.
- Mayoral Appointments - Historical Preservation/Design Review Commission: Joseph DeBauche to the unexpired term of Lee Beveridge (Expires 04/30/2022) and Ginger Keymer to the unexpired term of Alt. Joseph DeBauche (expires 04/30/2021).

Transportation Commission: Marc Christianson to the unexpired term of Fred Hopfensperger (Expires 04/30/21).

- Supplemental Poll Worker List.
6. Resolution - A request from Marshfield Clinic for a conditional use permit pursuant to Ch. 23.02(2)(d)(3)(a) to construct a hospital addition to the property at 4100 State Highway 66 (Parcel ID 281240822340017).
 7. Resolution - Request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code, specifically Section 23.02(1)(h), to remove conditional use permit requirements and allow as a permitted use reduced setbacks in the "R-TND" Traditional Neighborhood Development Overlay Zoning District.
 8. Approval of Groholski Park donation agreement for 9.25 acre parcel on River View Avenue (HH).
 9. Request from Jenna Becker, representing Compass Rentals, LLC, for a façade improvement grant to replace second story windows, repair an existing chimney, repair loose brick and other general improvements at 1201 Main Street (Parcel ID 281240832202706).
 10. Ordinance Amendments regarding Bicycle Lanes in Section 9.12 and Parking in Section 9.05.
 11. Public Hearing on the City Budget for 2021.
 12. Resolution Adopting the Budget (Capital and Operating) for the City of Stevens Point for the Year 2021.
 13. Resolution Appropriating Necessary Funds for the City of Stevens Point for 2021 and Levying the Tax Rate for the Year 2020.
 14. Resolution Providing for Writing Special Assessments and Special Charges into the Tax Roll for 2020.
 15. Evaluation of options and developing a long--term strategy for Edgewater Manor
 16. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,170,000 General Obligation Promissory Notes, Series 2020A, and All Related Details.

17. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,590,000 Taxable General Obligation Community Development Bonds, Series 2020B, and All Related Details.
18. Resolution Authorizing the Redemption of Certain Outstanding 2013 Debt.
19. Development Agreement between the City of Stevens Point and Mid-State Technical College for the construction of the Advanced Manufacturing, Engineering Technology, Apprenticeship Center.
20. Development Agreement between the City of Stevens Point and General Capital Group for the redevelopment of 1300 Maria Drive (Convent).
21. Request for Proposals Award to General Capital Group for the construction of a Multi-Use Trail along the north side of Maria Drive as part of the redevelopment of 1300 Maria Drive (Convent).
22. Resolution - Council comment on Police and Fire Commission actions.
23. 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

Zoom Teleconferencing By Computer:

[https://us02web.zoom.us/j/81905357313?pwd=NUor](https://us02web.zoom.us/j/81905357313?pwd=NUorSnFyQzRPV1pRdHVYVnUwS3pmZz09)

[SnFyQzRPV1pRdHVYVnUwS3pmZz09](https://us02web.zoom.us/j/81905357313?pwd=NUorSnFyQzRPV1pRdHVYVnUwS3pmZz09)

Meeting ID: 819 0535 7313

Passcode: 923113

October 19, 2020

7:00 PM

1. Minutes

1. Roll Call.

Mayor Wiza, Presiding

PRESENT: Ald. Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski, Kneebone, Leek, Dalton, Fishler, Morrow.

OTHERS

PRESENT: Clerk Yenter, Attorney Beveridge, C/T Ladick, Chief Finn, Interim Chief Zenner, Dir. Lemke, Dir. Kernosky, Dir. Kremer, Dir. Beduhn, H/R Manager Jakusz, Assoc. Planner/ Zoning Administrator Kuhn.

Mayor Wiza **recessed** the Common Council meeting until after the conclusion of the Special Plan Commission meeting.

Mayor Wiza reconvened the Common Council meeting and asked for another roll call.

Roll Call: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None.

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. Alder Leek and Trevor Roark: Presentation - BPSSC report on the Walking/Rolling audit.**

Trevor Roark and Ald. Leek explained the purpose of the Walking Rolling Audit and presented their findings.

Consideration and Possible Action on the Following:

5. Consent Agenda

Minutes of the Common Council Meeting of September 21, 2020 and Special Common Council Meeting of October 5, 2020.

Minutes and Actions of the Police and Fire Commission meeting of September 1, 2020:

- 3. Confirmation of Bills**
- 5. Request for out of state travel (Indiana) for K9 Officer Jeremiah Ballew - "Train the Trainer" opportunity**
- 10. Approval of Officer Chi Yang to regular status**
- 11. Discussion, with possible action, authorization to hire a police officer**

Minutes and Actions of the Park Commission meeting of October 7, 2020:

- 2. Approval of September 2, 2020 meeting minutes**
- 3. Approval of Healthy Halloween Scavenger Hunt special event for October 31, 2020 at Iverson, Bukolt and Kozickowski Parks**
- 4. Approval of K.B. Willett Arena Standard Facility Rental Policy**
- 5. Approval Recreation program refund policy**
- 6. Approval of Donald Copps Municipal Pool rental policy**
- 7. Approval of 2021 Fee Schedule**

Minutes and Actions of the Airport Commission meeting of October 12, 2020:

- 1. Approval of department claims**

Minutes and Actions of the Transportation Commission of October 12, 2020:

- 2. Approval of the September 14, 2020 Transportation Commission meeting minutes**
- 3. Approval of the September 2020 financial/claims report**
- 4. "Free Ride Fridays" on City fixed route buses between Thanksgiving and Christmas**

Minutes and Actions of the Board of Water and Sewerage Commissioners meeting of October 12, 2020:

- 1. Approval of department claims**
- 7. Approval to add an additional "Inspection Technician"**
- 8. Approval of reallocation of consulting funds**

Minutes and Actions of the Plan Commission meeting of October 5, 2020:

- 8. Directors Report**

Minutes and Actions of the Board of Public Works meeting of October 12, 2020.

Minutes and Actions of the Personnel Committee meeting of October 12, 2020:

2. Request to increase hours for the Production Specialist

Minutes and Actions of the Finance Committee meeting of October 12, 2020:

3. Changing the internal accounting related to the property at 1101

Centerpoint Drive from TIF District 6 to the City Property Fund

5. Discussion on developing a policy related to the use of contingency funds

6. Discussion on the use of unspent budget funds

7. Accept and place on file letters of support for the Plover River Crossing project

8. Approval of Claims Paid

Minutes and Actions of the Public Policy and General Government meeting of October 12, 2020:

2. License List

Statutory Monthly Financial Report by Comptroller/Treasurer.

Supplemental Poll Worker List.

Ald. Zarazua **moved**, Ald. Morrow seconded, to approve the consent agenda.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

7. Ordinance Amendment to Section 9.05 of the Revised Municipal Code as it relates to parking.

Ald. Shorr **moved**, Ald. Jennings seconded, to approve the ordinance amendment to section 9.05 of the revised municipal code as it relates to parking.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski,
Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

8. Public Hearing - Special Assessments for the Installation of Water Services, Installation of Sanitary Sewer Laterals, and Installation of Storm Sewer Laterals - Project #20-03.

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

9. Final Resolution on the above.

Ald. Slowinski **moved**, Ald. Fishler seconded, to approve the resolution for special assessments for the installation of water services, installation of sanitary sewer laterals, and installation of storm sewer laterals-project #20-03.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,

Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

10. Elected Official Salary - City Attorney, City Clerk, City Comptroller-Treasurer for 2021 - 2025.

Ald. Shorr **moved**, Ald. Leek seconded, to approve the elected salary for the City Attorney, City Clerk, and Comptroller Treasurer for the 2021-2025 term.

Call for the Vote: Ayes: Morrow, Fishler, Leek, Kneebone, Slowinski,
Zarazua, Nebel, Shorr, Jennings.
Nays: Dalton, Johnson. Motion adopted.

11. Alderperson Salary.

Ald. Morrow **moved**, Ald. Shorr seconded, to not have any alderperson salary increases for the next election term.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

12. Consideration of the 2021 Capital Budget, Capital Improvement Plan for 2022-2025 and update on transportation aid.

Ald. Johnson **moved**, Ald. Morrow seconded, to approve the capital budget.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski,
Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

13. An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes and Certain Related Details.

Dawn Gunderson Schiel, Ehlers Public Finance Advisors, said this is to raise funding for financing the 2020 capital projects. The promissory notes will be financed now through 2026, and TID 9 projects will be through 2028.

Ald. Shorr **moved**, Ald. Johnson seconded, to accept the initial resolution authorizing the sale and issuance of the general obligation and promissory notes.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

14. An Initial Resolution Authorizing the Sale and Issuance of Not to Exceed \$3,590,000 Taxable General Obligation Community Development Bonds and

Certain Related Details.

Ms. Gunderson Schiel said this is for financing costs in regards to TID 5 and TID 6. The bonds are taxable because they are related to incentives from the TIF Districts.

Ald. Slowinski **moved**, Ald. Johnson seconded, to approve the initial resolution authorizing the sale and issuance of not to exceed \$3,590,000 taxable general obligation community development bonds and certain related details.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski,
Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

15. Resolution - Extending the Relaxing the Open Intoxicant Ordinance on Specific Days in the Downtown Area.

Ald. Nebel **moved**, to refer the resolution back to Committee for further discussion. Due to the lack of a second, the motion failed.

Kathy Johnson, 1201 Water Street, Downtown Business Association, thanked the Council for their time and for approving the initial resolution and said there were no issues. Ms. Johnson said she asked for Saturdays to be added, and for the time to be from noon until 9:00 p.m.

Ald. Johnson **moved**, Ald. Slowinski seconded, to amend the resolution that the exception shall apply from noon (12:00 p.m.) until 9:00 p.m. daily and to adjust the boundary to what it is currently.

Call for the Vote: Ayes: Majority.
Nays: Minority. Motion adopted.

Ald. Johnson **moved**, Ald. Zarazua seconded, to approve the resolution as amended.

Call for the Vote: Ayes: Jennings, Shorr, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: Nebel. Motion adopted.

16. Resolution for a Conditional Use Permit for the Opera House, LLC, to operate an outdoor beer garden at 1116, 1124, and 1128 Main Street (Parcel ID 281240832202973).

Ald. Jennings **moved**, Ald. Morrow seconded, to approve the resolution for a conditional use permit for the Opera House, LLC, to operate an outdoor beer garden at 1116, 1124, and 1128 Main Street.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski,
Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski,
Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

21. Resolution for a Conditional Use Permit to allow for more than one principal structure and use on one lot of official record consistent with Chapter 23.01(13)(f) at the premise of 1300 Maria Drive (Parcel ID 281240829240034).

Ald. Morrow **moved**, Ald. Zarazua seconded, to approve the resolution for a conditional use permit to allow for more than one principal structure and use on one lot of official record consistent with Chapter 23.01(13)(f) at the premise at 1300 Maria Drive.

Call for the Vote: Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski,
Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

22. Request from General Capital Group for a Site Plan approval of a proposed development located within the Planned Development Zoning District at 1300 Maria Drive (Parcel ID 281240829240034).

Ald. Morrow **moved**, Ald. Johnson seconded, to approve the request from General Capital Group for a site plan approval of a proposed development located within the Planned Development Zoning District at 1300 Maria Drive.

Call for the Vote: Ayes: Morrow, Fishler, Dalton, Leek, Kneebone, Slowinski,
Johnson, Zarazua, Nebel, Shorr, Jennings.
Nays: None. Motion adopted.

23. Enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e) and 19.85 (1)(g) for deliberating or negotiating the purchasing of public properties, investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, AND for Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, relating to the following:

- a. Consideration of a potential donation of real estate for public park usage that is predicated on a commitment by the City to make certain investments in infrastructure at the site in question, and which will potentially face complications due to implied or constructive easements benefiting adjacent properties.**
- b. ~~Consideration of a development agreement for the multi-family development at 1300 Maria Drive.~~**

Ald. Nebel **moved**, Ald. Johnson seconded, to adjourn into closed session.

Ayes: Jennings, Shorr, Nebel, Zarazua, Johnson, Slowinski, Kneebone, Leek, Fishler, Morrow.
Nays: Dalton. Motion adopted.

24. Adjournment.

Adjourned at 9:55 p.m.

CITY OF STEVENS POINT
POLICE AND FIRE COMMISSION
Tuesday, October 6, 2020
Stevens Point Police Department
933 Michigan Avenue

1. **Roll Call:** Commissioners Carlson, Kirschling, Moore, Ostrowski, Wescott

Also Present: Fire Chief Finn, Police Chief Zenner, Assistant Chief Moody, Assistant Chief Gemza, Alderperson Kneebone, Trevor Howard, Andrew Egan, Dana Williams, Brent Plisch, Brandi – SP Metro Wire

2. **Approval of minutes**

Commissioner Carlson moved, seconded by Commissioner Moore to approve the September 1, 2020 minutes.

Ayes, all; nays, none. Motion carried.

3. **Confirmation of bills**

Commissioner Ostrowski moved, seconded by Commissioner Kirschling, to approve the confirmation of the September 2020 bills.

Ayes, all; nays, none. Motion carried.

10. **Fire Prevention Week – presentation**

Fire Prevention Week is October 4 through 10, 2020. Fire prevention week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire. Since 1922 the National Fire Protection Association has sponsored the public observance of Fire Prevention Week. During this week children and adults learn how to stay safe in case of a fire. The theme to this year's Fire Prevention Week is "Serve up fire safety in the kitchen."

The Fire Department generally has hundreds of students from all grade levels visit the Fire Department during this week to do tours, check out ambulances and view firefighter turnout gear, etc. This year due to COVID everything is completely online with presentations set up over 20 Facebook posts. A YouTube video was also loaded to the Fire Department's Facebook page. These online videos have doubled the amount of people reached. The Department will continue to utilize online videos in the future.

4. **COVID 19 update – Fire Department and Police Department**
- A. **Discussion, with possible action, pending Memorandum of Understanding with Portage County for extended COVID testing.**
- B. **Discussion with possible action pending Memorandum of Understanding with UW-Stevens Point for flu vaccinations.**

Assistant Chief Gemza:

- Twelve (12) deaths reported in Portage County due to COVID 19.
- Please see the following for COVID information and data: **Portage County COVID 19 data dashboard** and **UWSP dashboard**.
- PPE – doing okay on supplies. Purchased three different cleaning utensils which are all atomized and electrified. This means the cleaning agents wrap around the whole object instead of just cleaning the surface of an object. These utensils have cut the cleaning time of ambulances in half.
- UWSP update: Currently at 96% room opening at this point. They are finding that most of the students who test positive go home to their local community. There are currently no major issues regarding housing. The University is also currently doing antigen testing Monday through Friday. Their goal is to test 200 students per day. If the antigen test is positive, the student is then tested for COVID.
- St. Michael's Hospital currently has 14 positive cases on their floors that are being guaranteed and treated. They are not at capacity yet but they are close.

Chief Zenner:

- PPE – doing great on supplies.
- Department is operating using standard protocol for the past few months.
- One thing that has changed is the department is more fluent in the flow chart provided by the city which depicts when employees should and should not report to work.
- Auxiliary unit is slowly starting to deploy, with their first event scheduled for this weekend.
- Lt. Jeremy Mueller remains the Department point of contact for all COVID 19 related communication and FEMA data collection.

- A. **Discussion, with possible action, pending Memorandum of Understanding with Portage County for extended COVID testing.**

Commissioner Kirschling moved, seconded by Commissioner Carlson to authorize President Wescott to sign and execute the Memorandum of Understanding with Portage County when the paperwork becomes available.

Ayes, all; nays, none. Motion carried.

- B. **Discussion with possible action pending Memorandum of Understanding with UW-Stevens Point for flu vaccinations.**

Commissioner Ostrowski moved, seconded by Commissioner Kirschling to authorize President Wescott to sign and execute the Memorandum of Understanding with UW-Stevens Point when the paperwork becomes available.

Ayes, all; nays, none. Motion carried.

5. Status of 2021 capital budgets

Chief Finn and Chief Zenner don't anticipate any problems with their capital requests. These requests were discussed at length during last month's meeting.

6. Annual performance evaluations of the Police and Fire Chiefs

The deadline to submit completed evaluations is Friday, December 4, 2020. The Chiefs are asked to complete self-evaluations and forward to their respective Liaison. The commission will hold a special meeting to discuss and finalize evaluations.

7. Update on Police Chief Search

After comprehensive work on the job description and Community Profile document the commission feels it is ready to post the vacancy. Lee Ann will work with Human Resources Manager Lisa Jakusz to post the police chief job vacancy.

8. Updates to Police Department policies 1012 (Drug and Alcohol Free Workplace), 328 (Discriminatory harassment), 340 (Standards of Conduct) and 300 (use of force).

Commissioner Wescott moved, seconded by Commissioner Carlson to approve updates as presented to Policies 300, *Use of Force*; 340, *Standards of Conduct*; and 1012 *Drug and Alcohol Free Workplace*.

Chief Zenner and Commissioner Moore will make clarifications to Policy 328, *Discriminatory Harassment* before it is approved by the Commission.

Ayes, all; nays, none. Motion carried.

9. Police Chief's Report

COVID-19 related:

- Auxiliary Unit operating in limited capacity.
- Fingerprinting services remain suspended until further notice.
- Patrol continues to work a modified schedule to limit shift change interactions.
- Investigations Bureau, Records Bureau and Administrative personnel operating normal scheduling hours.
- Lieutenant Jeremy Mueller remains the Department Point of Contact for all COVID 19 related communication and FEMA data collection.
- Scheduled training events cancelled (see training section).

Notes of interest:

- On September 5th officers responded to a call for a male subject holding two women hostage while armed with a gun. Perimeter established with assistance from all county law enforcement entities. SWAT activated. Prior to SWAT arrival, suspect exited the residence on his own. No weapon or hostage situation was identified. Suspect was heavily under the influence of Methamphetamine.
- On September 6th officers responded to a domestic disturbance which included strangulation and property damage. Suspect fled to the Milwaukee area prior to

officer arrival. Suspect did send a text message stating that he would return in two hours to kill the victim. Suspect also stated he would kill himself if cornered by police. Attempt to locate sent and suspect vehicle located in Racine, WI.

- On September 14th Portage County was involved in a vehicle pursuit that was stolen from Marathon County. State patrol and Marathon County also have previous interactions with suspect vehicle, which evaded apprehension. Vehicle evaded Portage County and fled within the city. Officers located vehicle on south side of town. Vehicle crashed into a fire hydrant and three occupants fled on foot. Foot chase ended in apprehension of all three suspects.
- Investigation Bureau assisted Department of Homeland Security on a threat to the President, which derived from a residence within Stevens Point. Suspect was located and counseled.
- Department continues to receive multiple complaints involving online pet sales fraud. This is part of a large online scam involved in the sale of specific dog breeds. Scam involves people making a purchase for a dog and during shipping, a problem arises and there is a need for more money. Individual never receives the dog and the business address belongs to an unsuspecting, but real, location within our city.
- Investigation Bureau continues to work on a burglary at Jungs Garden Center. Forced entry and suspects fled with a large safe.

Drug Enforcement:

- Drug investigators continue to work with Department of Justice and Portage County DA concerning Fentanyl overdose cases from earlier in the year.
- Detectives conducted a search warrant at a residence which led to the arrest of two people transporting methamphetamine from California.
- Trends continue to show an increase in fentanyl within the community.

Monthly Use of Force Reporting (annual total in parenthesis):

Number of Use of Force incidents 7 (34)

- Passive countermeasures used and subject decentralized after subject actively resisted officers investigating unruly subject who was starting fights downtown. No injuries. Subject also damaged interior squad.
- Officers responded to a call of a man armed with a gun and with hostages. Officers responded with handguns and squad rifles displayed. Subject exited residence and arrested by gunpoint. No injuries.
- Compliance hold during handcuffing on actively resisting juvenile. No injuries.
- Report of disturbance with information that suspect may be in possession of a gun and knife. Felony traffic stop with display handguns. No injuries.
- High risk traffic stop following high speed pursuit. Officers displayed handguns. No injuries.
- Domestic disturbance with suspect resisting arrest. Decentralized and display of Taser. No injuries.
- Disturbance call where suspect accused of using pepper spray on another individual. Taser displayed and suspect was decentralized. Suspect claimed injury. Ambulance called and evaluated. No injury identified.

Mental health related incidents:

- Officers responded to a residence on a welfare check. Female was planning to overdose on heroin. Subject, who had a small child with her, changed her mind prior to officer arrival. Child turned over to foster care and subject voluntarily admitted for evaluation.

- Female took an overdose of pills and was found unconscious by responding officers. Voluntarily admitted for evaluation.

Officers responded to the following:

- 50 welfare checks
- Five voluntary commitments
- Three emergency detentions
- One alcohol commitment

K-9 Unit

- Eleven (11) deployments including:
 - Five mutual aid assist Portage County and Plover PD
 - Five combined traffic stops
 - One search conducted

Staffing:

- Officer Cody Stankowski was hired and currently within the orientation portion of the Field Training Program.
- Officer Zachary Gartmann and Officer Kimberly DesRosier have entered Step 3 of the Field Training Program and progressing on schedule.
- Community Resource officer Andrew Hensel began employment Step 8, 2020
- Community Resource Officer Sandee Maslowski resigned her position for a job within the school district. We will begin a hiring process in October.

Training:

- Fall in-service cancelled due to COVID 19
- SWAT annual qualification cancelled due to COVID 19
- Two hour online training – De-escalation and Intervention
- Biannual online anti-harassment training, CIVMIC

Auxiliary Unit:

- Assisted with fundraiser conducted by the Lions Club with proceeds to the K9 program. Donations totaled \$2,198.00.

Facilities:

- The Community Media Division, managed by John Quirk, has relocated to 933 Michigan Avenue. Community Media will occupy Room 125, which is located adjacent to the Community Overflow Room.

Commissioner Wescott moved, seconded by Commissioner Moore to accept the Police Chief's Report for September 2020.

Ayes, all; nays, none. Motion carried.

11. Fire Chief's Report/EMS report

Significant Events:

- The Stevens Point Fire Department is now offering virtual Fire Prevention Tours to include: the Station Tour; Friendly Firefighter; Touring Tower #2; and Touring Medic #2
- We have a new YouTube channel up and running
- Inspection numbers have been all over due to COVID 19 numbers in the community

- Target Solutions is up and running with the kick off to the new program being with EVOC training
- WE have updated two of the three roof props out at our training site with a new forcible door-training prop coming in the very near future.
- 2600 West River Drive "Water Rescue" with Rudolph Fire Department on 9/4/20
- Interdivisional MABAS Request to 7550 Steward Avenue with Wausau Fire Department
- Metro Fire calls (4)
- Structure fires (2)
- Vehicle fires (0)
- Brush, grass, wildland fires (0)
- Cooking fire contained (0)
- Overheated cooking (5)
- Other fires (1)
- Rescue (3)
- EMS assist calls (56)
- False alarm responses (21)
- Hazardous materials responses (5)
- Other responses (3)
- Total fire losses (\$0)
- Total Property saved (\$0)
- Total responses (96)
- Training: Engine OPS, Hydrant OPS, SCBA Familiarization; Salvage and overhaul; Portable fire extinguisher training; Supply/attack line evolutions; Portable radio operations. Total training hours: 75.
- Fire inspections: Certificate of occupancy (7); fire alarm inspections (2); general fire inspection (98); general/liquor license inspection (0); re-inspection/liquor license inspection (2); re-inspection (7); sprinkler system (0); complaint inspection (0); special event permit (0); ANSUL/Hood inspections (0); self-certification (0); tent inspection (1); consultation (40); re-inspection certificate of occupancy (2)
Total inspections: 159
- Public Activities: No public activities due to COVID-19. Number of attendees: 0

Commissioner Wescott moved, seconded by Commissioner Kirschling to accept the Fire Chief's Report for September 2020.

Ayes, all; nays, none. Motion carried.

- 12. Consideration of motion to adjourn into closed session pursuant to Wis. Stats. Section 19.85 (1) (a), (f) and (g) of the Wisconsin Statutes for the purpose of preliminary consideration of disciplinary matters and charges against specific persons which if discussed in public would likely have an adverse effect upon the reputation of individuals names in those charges, for the purpose of deliberating regarding preliminary matters relating to the disciplinary matter and charges, and conferring with legal counsel who is rendering advice concerning strategy to be adopted by the Commission with respect to litigation it may become involved in including discussion regarding preliminary proceedings relating to a Statement of Charges against a firefighter employee and release of information pursuant to a public records request.**

Commissioner Wescott moved, seconded by Commissioner Carlson to adjourn into closed session.

Ayes, all; nays, none. Motion carried.

13. Adjournment

The meeting adjourned at 5:05 p.m.

**REGULAR MEETING MINUTES
Board of Park Commissioners**

November 4, 2020 - 6:30 PM

**Meeting will be held via Zoom online meeting
Click to Connect:**[**Zoom Meeting**](#)
Dial in Number: (312)-626-6799 - Meeting ID: 833 3656 0983

Discussion and Possible Action on:

1. Roll Call

Present: Freckmann, Glodosky, Hall, McDonald, Przybylski, Alder Shorr, Alder Slowinski, Sorenson, Alder Zarazua

Excused: Okonek

Absent: Kirsch

Also Present: Director Dan Kremer, Scott Halvorsen, Patrick Gatterman, Kate Gullickson, Todd Ernster, Gregg Trudell

2. Approval of October 7, 2020 meeting minutes

Motion by Hall, second by Glodosky to change Alder Shorr from absent to excused and approve the October 7, 2020 meeting minutes.

Ayes, All; Nays, None; Motion carried.

3. Approval of 2021 - 2024 lease agreement with Northward Peddle and Paddle for Iverson Park beach and office buildings.

Motion by Glodosky, second by Slowinski to approve the 2021 - 2024 lease agreement with Northward Peddle and Paddle for Iverson Park beach and office buildings.

Ayes, All; Nays, None; Motion carried.

4. Approval of Iverson Park Candlelight Snowshoe special event on January 30, 2021 submitted by Northward Peddle and Paddle.

Motion by Slowinski, second by Zarazua to approve the Iverson Park Candlelight Snowshoe special event on January 30, 2021, submitted by Northward Peddle and Paddle.

Ayes, All; Nays, None; Motion carried.

5. Approval of five year Green Circle Trail maintenance agreement between Portage County Parks Department, Stevens Point Parks Department and Green Circle Trail Committee.

Motion by Sorenson, second by Hall to approve the five year Green Circle Trail maintenance agreement between Portage County Parks Department, Stevens Point Parks Department, and Green Circle Trail Committee with the annual payment to be placed in a reserve fund for future Green Circle Trail expenses.

Ayes, All; Nays, None; Motion carried.

6. Approval of Iverson Park Winter Sports Area modified opening plans.

Motion by Glodosky, second by Freckman to approve the Iverson Park Winter Sports Area modified opening plans.

Ayes, All; Nays, None; Motion carried.

7. Approval of Celebration Memorial Bench program and marketing brochure for Living Trees and Celebration Memorial Bench Program in City Parks.

Motion by Freckman, second by Hall to approve the Celebration Memorial Bench program and marketing brochure for Living Trees and Celebration Memorial Bench Program in City Parks.

Ayes, All; Nays, None; Motion carried.

8. Approval of awarding site analysis and project engineering to Rettler Corporation for Bukolt Park playground replacement project.

Motion by Zarazua, second by Przybylski to approve awarding site analysis and project engineering to Rettler Corporation for Bukolt Park playground replacement project.

Ayes, All; Nays, None; Motion carried.

9. Director's Report

a. Covid Update

b. Parks update

c. Arena Update

d. Forestry Update

Director Dan Kremer gave an overview of Department business. Department office hours may be altered to accommodate increased teleworking for staff. A committee of community tennis and pickleball players will review plans to resurface the courts at Goerke Park.

Scott Halvorsen gave an overview of park operations.

Kate Gullickson gave an overview of Willett Arena operations.

Todd Ernster gave an overview of Forestry operations.

10. Adjournment

Motion by Zarazua, second by Glodosky to adjourn the meeting at 7:32pm

Ayes, All; Nays, None; Motion carried.

REPORT OF CITY PLAN COMMISSION

November 2, 2020 – 6:00 PM
Zoom Conference Call Meeting

PRESENT: Alderperson Kneebone, Commissioner Arntsen, Commissioner Cooper, Commissioner Haines, and Commissioner Rice.

ALSO PRESENT: Director Kernosky, Associate Planner/Zoning Administrator Kuhn, City Attorney Beveridge, Alderperson Jennings, Alderperson Leek, and unidentified audience members via Virtual Zoom Meeting.

INDEX:

1. Roll call.

Discussion and possible action on the following:

2. Report of the October 19, 2020 meeting of the Plan Commission
 3. Public Hearing and action on a request from Marshfield Clinic for a conditional use permit pursuant to Ch.23.02(2)(d)(3)(a) to construct a hospital addition to the property at 4100 State Highway 66 (Parcel ID 281240822340017).
 4. Request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code, specifically Section 23.02(1)(h), to remove conditional use permit requirements and allow as a permitted use reduced setbacks in the "R-TND" Traditional Neighborhood Overlay Zoning District.
 5. July, August and September, 2020 Monthly Report
 6. Director's Report
 7. Adjourn.
-

1. Roll call.

Present: Kneebone, Arntsen, Cooper, Haines, Rice

Excused: Wiza

Absent: Hoppe

Motion by Commissioner Arntsen to nominate Commissioner Cooper as Temporary Chairperson; seconded by Haines.

Motion carried 5-0.

Discussion and possible action on the following:

2. Report of the October 19, 2020 meeting of the Plan Commission

Motion by Commissioner Arntsen to approve the report of the October 19, 2020 Plan Commission meeting; seconded by Commissioner Rice.

Motion carried 5-0.

3. Public Hearing and action on a request from Marshfield Clinic for a conditional use permit pursuant to Ch.23.02(2)(d)(3)(a) to construct a hospital addition to the property at 4100 State Highway 66 (Parcel ID 281240822340017).

Associate Planner/Zoning Administrator Kuhn provided the following details:

1. Applicant looking to construct a 30,250 sq.ft. addition consisting of two stories to house emergency department, surgery center, inpatient unit, and support spaces.
2. Request also includes parking lot expansion and propane tank enclosure.
3. Review of proposed concept plan, renderings, and zoning overview.

Chairperson Cooper declared the public hearing open.

Aldersperson Leek (District Eight) stated that the property was within his district and he had not heard any negative comments from his constituents.

Chairperson Cooper declared the public hearing closed.

Commissioners made the following comments:

1. Inquiry as to whether neighboring properties had been notified, to which staff confirmed that they had not received any feedback for or against the request.
2. Commended the expansion of the medical facility.

Motion by Commissioner Artnsen to approve the request from Marshfield Clinic for a conditional use permit pursuant to Ch.23.02(2)(d)(3)(a) to construct a hospital addition to the property at 4100 State Highway 66 (Parcel ID 281240822340017) with the following:

1. **Bicycle parking accommodations shall be provided on site that is consistent with the City's Zoning Code, to be reviewed and approved by staff.**
2. **The applicant shall submit a stormwater plan to determine if the existing stormwater retention areas can support the proposed addition, subject to the review and approval by Utilities Department staff.**
3. **The applicant shall provide details on a fire prevention system for the addition, to be reviewed by the Fire Marshal and meet applicable fire code standards.**
4. **The proposed addition shall meet requirements administered by the Federal Aviation Administration and the Wisconsin Bureau of Aeronautics.**
5. **Additional details shall be provided for screening the utility yard and propane tank enclosure, to be reviewed by Community Development staff and meet applicable Zoning Code standards.**
6. **Staff shall have the authority to approve minor changes to the site plan.**
7. **All applicable building permits shall be applied for and obtained prior to commencement of construction.**

seconded by Commissioner Haines.

Motion carried 5-0.

4. Request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code, specifically Section 23.02(1)(h), to remove conditional use permit requirements and allow as a permitted use reduced setbacks in the "R-TND" Traditional Neighborhood Overlay Zoning District.

Director Kernosky reminded the commission of previous discussions to pursue the removal of conditional use permit requirements for reduced setbacks within the Traditional Neighborhood Overlay Zoning District and to allow it as a permitted use. Staff had been previously directed to continue drafting changes to the ordinance. Director Kernosky reviewed the proposed amendments and recommended approval as presented.

Chairperson Cooper asked if the item was noticed as a public hearing due to how it was outlined in the agenda, to which staff confirmed that the item had been noticed as a public hearing.

Chairperson Cooper declared the public hearing open.

Chairperson Cooper declared the public hearing closed.

Commissioner Arntsen stated that the changes proposed seemed consistent with what was previously discussed.

Director Kernosky added that the amendment would apply to both single and two-family dwellings, whereas previously it had only applied to single-family dwellings. Due to many of the properties having an R-3 classification within the TND district which allowed single and two-family dwellings, staff felt the change was appropriate and consistent.

Aldersperson Jennings (District One) asked for clarification on whether an owner could build an addition to existing student housing and be allowed to add more residents. Staff confirmed that they would not, as any changes to their legal nonconforming status would remove their grandfathered status, and the property would then need to conform to today's standards, which if they were a single-family dwelling, be reduced to two unrelated persons.

Motion by Commissioner Aldersperson Kneebone to approve the request from the City of Stevens Point to amend Chapter 23, Zoning Ordinance, of the Revised Municipal Code, specifically Section 23.02(1)(h), to remove conditional use permit requirements and allow as a permitted use reduced setbacks in the "R-TND" Traditional Neighborhood Overlay Zoning District: seconded by Commissioner Arntsen.

Motion carried 5-0.

5. July, August and September, 2020 Monthly Report

Director Kernosky details:

1. Trended above average for declared new value from July-September.
2. Residents reinvesting into their homes.
3. Multiple new duplex builds in September.
4. Multiple commercial additions and renovations.
5. Projected upward trend through the remaining year as the North Side Yard development would begin breaking ground.

Director Arntsen noted that while overall positive numbers were being reported, it seemed unusual that the City would continue to trend upwards considering the impacts of COVID-19.

Director Kernosky stated that alterations were keeping values up, noting that with more residents being home, projects that were previously put off were now moving forward. Roofing, siding, and fencing permits also remained constant, but staff expected an overall decline for 2021.

Motion by Chairperson Cooper to approve the July, August and September, 2020 Monthly Report(s) and place them on file; seconded by Aldersperson Kneebone.

Motion carried 5-0.

6. Director's Report

Director Kernosky, in addition to the Development and Special Project update memo within the staff report, provided the following:

1. Targeted Area Master Plan continued to move forward.
2. TIF No. 11, 12, and 13 had been submitted to state and was under review.
3. Stevens Point Strategic Plan continued to move forward.
4. Housing Affordability Report expected to come forward in December for review.

**Motion by Chairperson Cooper to approve the Director's Report of November 2020 and place it on file:
seconded by Commissioner Arntsen.**

Motion carried 5-0.

7. Adjourn.

Meeting adjourned at 6:26 PM.

A recording of this meeting can be viewed/heard at: <https://stevenspoint.com/365/AgendasMinutesVideos>

Community Development Report - July 2020

Construction Report

New Construction	# of Permits	Location	Declared Valuation	Fees
Single Family	1	2001 River View Ave #75	\$107,600.00	\$683.00
Two Family	-	-	-	-
Multi-Family	-	-	-	-
Commercial/Industrial	-	-	-	-

Additions or Alterations	# of Permits	Declared Valuation	Fees
Residential	153	\$977,574.94	\$10,915.78
Commercial	37	\$4,349,157.60	\$41,315.70

Monthly Permits	Monthly Valuation	Monthly Fees	YTD Permits	YTD Valuation	YTD Fees
191	\$5,434,332.54	\$52,914.48	834	\$91,299,520.51	\$233,006.13

2019	815	\$69,481,334.40	\$289,136.56
2018	750	\$33,874,607.93	\$242,169.67
2017	588	\$24,687,463.32	\$229,726.16

Violation Report

Exterior Structure Complaints	
Multiple Exterior Property Violations	0
Exterior Property Violations	0
Accumulation of Rubbish or Garbage	14
Grass or Weeds	21
Improper Parking of Vehicles	4
Improper Storage of Refuse or Refuse Carts	0
Snow and Ice	0
Storage of Household Items Outside	7
Unlicensed or Inoperable Vehicles	0
Unsanitary Conditions	0
Exterior Building or Structure Violations	1
Defective Sidewalks, Driveways	0
Defective Protective Treatment	0
Defective Exterior Walls, Roofs, Windows, Doors	0
Interior Structure Complaints	
Multiple Interior Structure Violations	0
Interior Structure Violations	0
Multiple Violations	
General Case	19
Other Violations	
Rodent or Pest Violations	0
Fire Prevention Violations	0
No Heat Violation	0
Electrical Violations	0
Nuisance Violations	0
Mechanical Violations	0
Signage Violations	0
Plumbing Violations	0
Improper Occupancy: Multi-Family Dwelling	0
Improper Occupancy: Residential Dwelling	0
Visibility Obstruction Violations	0
Unlawful Animal	0
Land Use Violations	0
Loss of Pre-existing Use Status	0
Work w/o Historic Preservation Review	0
Work Without Permit	10
Open Permit Status	1
Total Violations / Total Service Fees Billed	77 \$7,125
18/77 Tagged or Verbal, 14/18 Remedied = 77% Compliance	

Community Development Report - August 2020

Construction Report

New Construction	# of Permits	Location	Declared Valuation	Fees
Single Family	-	-	-	-
Two Family	-	-	-	-
Multi-Family	-	-	-	-
Commercial/Industrial	-	-	-	-

Additions or Alterations	# of Permits	Declared Valuation	Fees
Residential	125	\$815,274.05	\$8,703.15
Commercial	39	\$812,402.00	\$7,841.15

Monthly Permits	Monthly Valuation	Monthly Fees	YTD Permits	YTD Valuation	YTD Fees
164	\$1,627,676.05	\$16,544.30	998	\$92,927,196.56	\$249,550.43

2019	985	\$86,436,559.73	\$348,214.38
2018	877	\$38,547,170.59	\$265,728.76
2017	725	\$26,137,783.90	\$242,986.97

*Footings and Foundation: Lineage Logistics Addition. Value to be included with full permit.

Violation Report

Exterior Structure Complaints	
Multiple Exterior Property Violations	0
Exterior Property Violations	0
Accumulation of Rubbish or Garbage	38
Grass or Weeds	7
Improper Parking of Vehicles	4
Improper Storage of Refuse or Refuse Carts	0
Snow and Ice	0
Storage of Household Items Outside	2
Unlicensed or Inoperable Vehicles	0
Unsanitary Conditions	0
Exterior Building or Structure Violations	2
Defective Sidewalks, Driveways	0
Defective Protective Treatment	0
Defective Exterior Walls, Roofs, Windows, Doors	0
Interior Structure Complaints	
Multiple Interior Structure Violations	0
Interior Structure Violations	0
Multiple Violations	
General Case	23
Other Violations	
Rodent or Pest Violations	0
Fire Prevention Violations	0
No Heat Violation	0
Electrical Violations	0
Nuisance Violations	0
Mechanical Violations	0
Signage Violations	0
Plumbing Violations	0
Improper Occupancy: Multi-Family Dwelling	0
Improper Occupancy: Residential Dwelling	0
Visibility Obstruction Violations	0
Unlawful Animal	0
Land Use Violations	1
Loss of Pre-existing Use Status	0
Work w/o Historic Preservation Review	0
Work Without Permit	6
Open Permit Status	0
Total Violations / Total Service Fees Billed	83 \$1,925
39/83 Tagged or Verbal, 32/39 Remedied = 82% Compliance	

Community Development Report - September 2020

Construction Report

New Construction	# of Permits	Location	Declared Valuation	Fees
Single Family	1	3708/3710 Doolittle Dr	\$350,000.00	\$1,469.60
	1	3712/3714 Doolittle Dr	\$350,000.00	\$1,469.60
	1	3716/3718 Doolittle Dr	\$350,000.00	\$1,469.60
	1	3720/3722 Doolittle Dr	\$350,000.00	\$1,469.60
Multi-Family	-	-	-	-
Commercial/Industrial	-	-	-	-

Additions or Alterations	# of Permits	Declared Valuation	Fees
Residential	120	\$677,159.55	\$7,526.39
Commercial	50	\$32,494,552.95	\$50,733.22

Monthly Permits	Monthly Valuation	Monthly Fees	YTD Permits	YTD Valuation	YTD Fees
174	\$34,571,712.50	\$64,138.01	1172	\$127,498,909.06	\$313,688.44

2019	1117	\$88,605,276.01	\$365,341.37
2018	949	\$40,248,327.09	\$283,659.96
2017	814	\$30,249,265.38	\$274,699.21

* Jefferson School Additions & Renovations: \$1,965,730
 Madison School Additions & Renovations: \$5,296,117
 Lineage Logistics Addition / 5700 E M Capps Dr: \$24,555,402

Violation Report

Exterior Structure Complaints	
Multiple Exterior Property Violations	0
Exterior Property Violations	0
Accumulation of Rubbish or Garbage	49
Grass or Weeds	8
Improper Parking of Vehicles	15
Improper Storage of Refuse or Refuse Carts	0
Snow and Ice	0
Storage of Household Items Outside	6
Unlicensed or Inoperable Vehicles	0
Unsanitary Conditions	0
Exterior Building or Structure Violations	1
Defective Sidewalks, Driveways	0
Defective Protective Treatment	0
Defective Exterior Walls, Roofs, Windows, Doors	1
Interior Structure Complaints	
Multiple Interior Structure Violations	0
Interior Structure Violations	0
Multiple Violations	
General Case	17
Other Violations	
Rodent or Pest Violations	0
Fire Prevention Violations	0
No Heat Violation	0
Electrical Violations	0
Nuisance Violations	0
Mechanical Violations	0
Signage Violations	0
Plumbing Violations	0
Improper Occupancy: Multi-Family Dwelling	0
Improper Occupancy: Residential Dwelling	0
Visibility Obstruction Violations	0
Unlawful Animal	0
Land Use Violations	1
Loss of Pre-existing Use Status	0
Work w/o Historic Preservation Review	0
Work Without Permit	15
Open Permit Status	0
Total Violations / Total Service Fees Billed	113 \$3,800
38/113 Tagged or Verbal, 35/38 Remedied = 92% Compliance	

City of Stevens Point
Board of Water and Sewerage Commissioners
November 9, 2020 - 12:00 PM

Meeting will be held via a Zoom Meeting URL to connect:
<https://us02web.zoom.us/j/82026885705> Dial in number: (301) 715-8592
Meeting ID: 820 2688 5705

MINUTES

Discussion and Possible Action on:

1. Roll Call

Present: Paul Adamski, Carl Rasmussen, Mae Nachman, Anna Haines and Ray Schmidt

Others Present: Joel Lemke, Eric Southworth, Mary Klesmith, Craig Czaikowski, Chris Lefebvre, Jason Draheim and Jaime Zdroik

2. Approval of October 12, 2020 minutes

Motion made by Ray Schmidt, seconded by Carl Rasmussen to approve the minutes of October 12, 2020 meeting of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

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

Ayes all. Nays none. Motion carried.

4. Water Supply and Distribution Reports - *Eric Southworth*

Eric stated we received the final draft of the Well Site Investigation Plan from Strand & Associates for our review. This plan will be sent to the D.N.R. for approval of the new Well 12 site, which will replace Well 4.

We had the Bliss Avenue Water Tower inspected, the report for this has not been received yet but Eric did watch the video of it while it was being inspected and everything did look good.

The Well 7 Repiping Project was supposed to start last week but did not, he is hoping it will start this week.

The Commissioners were questioning the jump in water consumption going back to August and they would like Eric to look into it further and report back next month.

5. Sewage Treatment Operations Report - Chris Lefebvre

Chris stated the WWTP did meet all of the permit requirements for the month of October. We produced 50% of our electricity and 65% of our own heat even with dryer running over half of the month. We did have the DNR WWTP Inspection at the end of October. One reporting issue was found, a date was entered incorrectly it should have been August 2nd but recorded as August 3rd that was the one deficiency. We tried the odor control pilot for our last dryer run and we were able to get positive results but due to wind direction and colder temps, they will try again next spring to see if it will work before they move forward with any projects.

6. Construction and Maintenance Report - Craig Czaikowski

Craig stated the crews are preparing for winter operations.

American Asphalt was hired to do the asphalt patching and they are having problems keeping crews working with Covid issues. So our crews are doing some of the smaller patches ourselves.

The Water crew are working on hydrant maintenance.

The Storm crew did have to plow the runway at the Airport this past month and the machine ran real well so it is set for winter.

7. Community Area Network Report - Joel Lemke

Joel stated the school will be starting to use the network, so we will start billing soon.

8. Directors Report - Joel Lemke

Joel stated the attendance worksheet was included because our minutes did not include attendance when we first started using Civic Clerk for minutes process. So we added Roll Call to our agendas for the future minutes. The attendance worksheet would cover both the Board of Water & Sewerage and Airport Commissions.

9. Adjournment

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:19PM

**City of Stevens Point
Airport Commission**

November 9, 2020 - 12:30 PM

**Meeting will be held via a Zoom Meeting URL to connect:
<https://us02web.zoom.us/j/82026885705> Dial in number: (301) 715-8592
Meeting ID: 820 2688 5705**

MINUTES

Discussion and Possible Action on:

1. Roll Call

Present: Paul Adamski, Carl Rasmussen, Mae Nachman, Ray Schmidt and Anna Haines

Also Present: Joel Lemke, Jason Drahiem, Eric Southworth, Mary Klesmith, Craig Czaikowski, Chris Lefebvre and Jaime Zdroik

2. Approval of October 12, 2020 minutes

Motion made by Anna Haines, seconded by Mae Nachman to approve the minutes of the October 12, 2020 meeting of the Airport Commission.

Ayes all. Nays none. Motion carried.

3. Approval of Department Claims

Motion made by Ray Schmidt, seconded by Carl Rasmussen to approve the department claims for the month of October as audited and read.

Ayes all. Nays none. Motion carried.

4. Written/Verbal Report - Jason Draheim

Jason stated we did operate in a snow environment this past month and everything went well as always.

Jason also stated the annual inspection of the fuel system and the meter calibration is coming up and will be reporting on those next month.

5. Adjournment

Motion made by Mae Nachman to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:22PM

City of Stevens Point
Transportation Commission Meeting
November 9, 2020 – 4:45 PM

MINUTES

1. Roll Call.
Present: Nichole Lysne- Chair, Karalyn Peterson-Vice Chair, Ald. Mary Kneebone, Ald. Thomas Leek, Tom Bertram

Excused: Greg Koepel

Others Present: Talin Scheuermann, Tom Carroll, Susan Lemke
2. Approval of the October 12, 2020 Transportation Commission minutes.
Karalyn Peterson moved to approve the October 12, 2020 Transportation Commission meeting minutes. Tom Bertram seconded. Ayes all; Nays none; Motion carried.
3. Approval of the October 2020 financial/claims report.
Karalyn Peterson moved to approve the October 2020 financial/claims report. Ald. Mary Kneebone seconded. Ayes all; Nays none; Motion carried.
4. Approval to use general funds in the amount of \$5,165 for one (1) driver protection barrier not covered under the Cares Act funding.
Tom Bertram suggested contacting WisDot to see if they would be willing to use Cares Act funding for a portion of the barrier to bring the CARES Act funding allocation up to the maximum \$50,000 limit.
Karalyn Peterson motioned to approve the use of General funds up to \$5,165 for one (1) driver protection barrier not covered under the Cares Act Funding. Ald. Thomas Leek seconded. Ayes all; Nays none; Motion carried.
5. Approval to apply for 5311/85.20 grant funding to support CY2021 program operating expenses.
The Commission reviewed the 5311/85.20 transportation budget. Ald. Mary Kneebone approved moving forward with the 5311/85.20 grant application to secure 5311/85.20 funding for operating expenses in CY2021.
6. Next meeting date.
The next Transportation Commission meeting will be held on December 14, 2020 at 4:45 p.m. via Zoom.
7. Adjournment.
The meeting was adjourned by Chair Nichole Lysne.

PERSONNEL COMMITTEE

November 9, 2020 - 6:10 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/83884265690?pwd=bHE4VWRkR0w0dVJTc2owb3dISFZEUT09>

Meeting ID: 838 8426 5690

Passcode: 082376

Dial by your location

+1 312 626 6799 US (Chicago)

MINUTES

Discussion and Possible Action on:

1. Roll Call

Present: Alderpersons Shorr, Dalton, Zarazua, Leek

Excused: Alderperson Nebel

Others Present: Mayor Wiza; City Attorney Beveridge; Clerk Yenter; Comptroller/Treasurer Ladick; Alderpersons Jennings, Fishler, Kneebone, Morrow, Slowinski, Johnson; Chief Flinn; Chief Zenner; Director(s) Kremer, Kernosky, Beduhn, Lemke; Finance Office Manager Freeberg; Administrative Assistant Church; Brandi Makuski - Point Plover Metrowire; HR Manager Jakusz

2. Update on Reclassification request for Parks positions (information only; non-action item)

This item was informational only; no action was taken.

3. Request for new position Inspection Technician - Utility.

Ald. David Shorr **moved**, Ald. Thomas Leek seconded, to approve the request for a new Inspection Technician position for the Utility.

Call for the Vote: Ayes: All.

Nays: None. Motion adopted.

4. Amendments to Administrative Policy 1.07 - Harassment.

Ald. Mykeerah Zarazua **moved**, Ald. Thomas Leek seconded, to approve the amendments to Administrative Policy 1.07 - Harassment.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

5. Amendment to Administrative Policy 3.02 - Vacation Carryover.

Ald. Thomas Leek **moved**, Ald. Mykeerah Zarazua seconded, to approve the amendment to Administrative Policy 3.02 - Vacation Carryover.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

6. Adjournment

Meeting adjourned at 6:28 p.m.

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

November 9, 2020 - 6:29 PM

(or immediately following previously scheduled meeting)

Join Zoom Conference Call Meeting

Dial in #: +1-312-626-6799 US (Chicago)

<https://us02web.zoom.us/j/83884265690?pwd=bHE4VWRkR0w0dVJTc2owb3d1SFZEUT09>

Meeting ID: 838 8426 5690 | Passcode: 082376

MINUTES

Roll Call

Mayor Wiza, Presiding

PRESENT Director Scott Beduhn, C/T Corey Ladick.

Alderspersons: Jeremy Slowinski, Mary Kneebone, Shaun Morrow, Tori Jennings, Mykeerah Zarazua

OTHERS Directors: Joel Lemke, Ryan Kernosky, Dan Kremer.

PRESENT Other City Staff: Clerk Yenter, Attorney Beveridge, C/T Ladick, Chief Finn, Interim Chief Zenner, H/R Manager Jakusz,

Alderspersons: Meleesa Johnson, Thomas Leek, David Shorr, Polly Dalton, Keely Fishler.

Others: Alan Hovorka - Stevens Point Journal, Taylor Hale - Portage County Gazette, Brandi Makuski - Metro Wire, Bob Woehr, Mary Meyer, Matthew Brown, Steve Menzel.

Informational

1. **Director's Report**
 - a. **Sidewalk Continuation**
 - b. **2020 Alley Improvement Project**
 - c. **2021 Streets Improvement Project**

Discussion and Possible Action

2. Consideration for trash and recycling pickup at 2 (two) municipal parcels owned by the Stevens Point Housing Authority.

Ald. Jeremy Slowinski **moved**, Ald. Mary Kneebone seconded, to approve the trash and recycling pickup for the Stevens Point Housing Authority.

Call for the Vote: Ayes: Mike Wiza, Jeremy Slowinski, Mary Kneebone, Corey Ladick, Shaun Morrow, Tori Jennings, Mykeerah Zarazua.
Nays: None. Motion adopted.

3. Ordinance Amendments regarding Bicycle Lanes in Section 9.12 and Parking in Section 9.05.

Ald. Tori Jennings **moved**, Ald. Shaun Morrow seconded, to approve the Ordinance Amendments regarding Bicycle Lanes in Section 9.12 and Parking in Section 9.05.

Call for the Vote: Ayes: Mike Wiza, Jeremy Slowinski, Mary Kneebone, Corey Ladick, Shaun Morrow, Tori Jennings, Mykeerah Zarazua.
Nays: None. Motion adopted.

4. To Accept the proposal from Gremmer & Associates, Inc. for design assistance for the 2021 Street Improvement Project #21-01 for the estimated fee of \$174,000.

Ald. Jeremy Slowinski **moved**, Ald. Shaun Morrow seconded, to approve the proposal from Gremmer & Associates, Inc. for design assistance for the 2021 Street Improvements Project #21-01 for the estimated fee of \$174,000.

Call for the Vote: Ayes: Mike Wiza, Jeremy Slowinski, Mary Kneebone, Corey Ladick, Shaun Morrow, Tori Jennings, Mykeerah Zarazua.
Nays: None. Motion adopted.

Adjourn

Adjourned at 6:47 p.m.

**CITY OF STEVENS POINT
PUBLIC POLICY AND GENERAL GOVERNMENT
November 9, 2020 - 6:00 PM**

<https://us02web.zoom.us/j/83884265690> | Passcode: 082376
Dial in Number: +1 312-626-6799|Meeting ID: 838 8426 5690

MINUTES

Discussion and Possible Action on:

1. Roll Call

PRESENT Ald. Jennings, Kneebone, Leek, Fishler.

EXCUSED Ald. Nebel.

OTHERS PRESENT Mayor Wiza; Clerk Yenter; Attorney Beveridge; C/T Ladick; Alderpersons: Shorr, Zarazua, Johnson, Slowinski, Dalton, Morrow; Chief Finn; Interim Chief Zenner; Directors: Beduhn, Kernosky, Kremer, Lemke; H/R Manager Jakusz; Deputy C/T Freeberg; Engineering Administrative Assistant Church; Brandi Makuski – Metro Wire, Chris Klesmith; Robert Woehr.

2. License List:

A. "Class B" Combination Beer and Liquor License - Hoffman Estates Limited, for Habibis Gyros and Kabob House, 1157 Main Street.

B. Class "B" Beer and "Class C" Wine License - Frannys Family Restaurant LLC, for Frannys, 5720 Windy Drive, Ste D.

C. "Class A" Liquor and Class "A" Beer Licenses - Stevens Point Inn & Suites LLC, for Holiday Inn Express and Suites, 1100 Amber Avenue.

Ald. Kneebone **moved**, Ald. Leek seconded, to approve the license list.

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

3. Request to Hold Event/Street Closing:

A. Holiday Maker's Market, December 12, 2020. (New)

Christopher Klesmith, 1020 First Street, said vendors will be required to wear masks and they will be promoting all those attending to wear masks as well. He said there will be space between each vendor and there will be one entry and one exit point.

Ald. Fishler **moved**, Ald. Leek seconded, to approve the Holiday Maker's Market.

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

4. Adjournment

Adjourned at 6:08 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

November 9, 2020 - 6:45 PM

(or immediately following previously scheduled meeting)

Join Zoom Conference Call Meeting

Dial in #: +1-312-626-6799

<https://us02web.zoom.us/j/83884265690?pwd=bHE4VWRkR0w0dVJTc2owb3d1SFZEUT09>

Meeting ID: 838 8426 5690 | Passcode: 082376

MINUTES

Discussion and Possible Action on:

1. Roll Call

PRESENT

Ald. Slowinski, Morrow, Shorr, Johnson, and Dalton

OTHERS

PRESENT

Mayor Wiza; Clerk Yenter; Attorney Beveridge; C/T Ladick;
Alderspersons: Jennings, Zarazua, Kneebone, Fishler; Chief Finn;
Interim Chief Zenner; Directors: Beduhn, Kernosky, Kremer, Lemke;
Deputy C/T Freeberg; Human Resource Manager Jakusz; Tricia
Church; Mary Meyer; Bob Woehr; Matthew Brown; Steve Menzel;
Brandi Makuski – Metro Wire, Alan Hovorka - Stevens Point
Journal, Taylor Hale - Portage County Gazette.

2. Consideration of the 2021 Operating Budget, including a recommendation of the 2021 property tax levy to the Common Council.

Ald. Morrow **moved**, Ald. Dalton seconded, to approve the 2021 Operating Budget and recommend the 2021 property tax levy to the Common Council.

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

3. Evaluation of options and developing a long-term strategy for Edgewater Manor.

Ald. Slowinski **moved**, Ald. Shorr seconded, to allow staff to research options for subsidizing Section 8 housing recipients.

Mary Meyer, 1450 Water Street, spoke in favor of repairing Edgewater, which would allow the current residents to stay there, but she does understand that the cost to do that is not feasible. She stated that the Berkshire building will not be an option for a lot of the Edgewater residents because of cost, they cannot afford that large of an increase.

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

4. Consideration of Change Order No. 1 to the AECOM agreement for changes in scope related to the Business 51 Planning Study in the amount of \$28,986.

Ald. Morrow **moved**, Ald. Dalton seconded, to approve change order #1 to the AECOM agreement for changes in the scope related to the Business 51 Planning Study in the amount of \$28,986 with funding coming from the money left over from the jurisdictional transfer.

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

5. Consideration of Change Order No. 2 to the AECOM agreement for the addition of visualizations related to the Business 51 Planning Study in the amount of \$26,954.

Ald. Shorr **moved**, Ald. Dalton seconded, to approve change order #2 to the AECOM agreement for the addition of visualizations related to the Business 51 Planning Study in the amount of \$26,954 with funding coming from the money left over from the jurisdictional transfer.

Call for the vote: ayes, Ald. Morrow, Shorr, Johnson, and Dalton; nays, Ald. Slowinski; motion carried.

6. Call (Early Payoff) of notes 2013C and 2013D.

Ald. Slowinski **moved**, Ald. Morrow seconded, to approve calling notes 2013C and 2013D.

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

7. Additional funding for Plover River Crossing property acquisition.

Ald. Dalton **moved**, Ald. Morrow seconded, to approve the additional funding for the Plover River Crossing property acquisition.

Steve Menzel, Current President of the Green Circle Committee and member of the Plover River Crossing planning group, spoke in favor of this project and stated that he has made initial contact with the residences that would be affected by this and they are willing to have some discussions on it.

Call for the vote: ayes, Ald. Morrow, Shorr, Johnson, and Dalton; nays, Ald. Slowinski; motion carried.

8. Accept and place on file letter of support for the Plover River Crossing project.

No action item.

9. Approval of Claims Paid

Ald. Dalton **moved**, Ald. Shorr seconded, to approve the claims paid in the amount of \$2,787,368.59.

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

10. Adjournment

Adjournment at 8:35 p.m.

CITY OF STEVENS POINT

FINANCE COMMITTEE AGENDA

October 26, 2020 - 6:00 PM

(or immediately following previously scheduled meeting)

Zoom Conference Call Meeting

<https://zoom.us/j/6790938631?pwd=OUR5RWMvTjJINWTN4cWtLT2hZbDljdz09>

Dial in #: +1-312-626-6799

Meeting ID: 679 093 8631 | Passcode: 151500

MINUTES

Discussion and Possible Action on:

1. Roll Call

PRESENT Ald. Slowinski, Morrow, Shorr, Johnson, Dalton

OTHERS PRESENT Mayor Wiza; Clerk Yenter; Attorney Beveridge; C/T Ladick; Deputy C/T Freeberg; HR Manager Jakusz; Alderpersons: Jennings, Zarazua, Kneebone, Fishler; Chief Finn; Interim Chief Zenner; Directors: Beduhn, Kernosky, Kremer, Lemke; Taylor Hale - Portage County Gazette.

2. Review of Proposed 2021 Operating Budget, and adjustment to 2021 Capital Budget.

C/T Ladick gave a PowerPoint presentation. Discussion Only item.

3. Recommendation of 2021 Property Tax Levy to Common Council.

Item was pulled.

4. Adjournment

Adjournment at 6:51 p.m.

COMPTROLLER-TREASURER REPORT
for the period ending September 30, 2020

	Bal September 1, 2020	Receipts	Disbursements	Bal September 30, 202
GENERAL OPERATING CASH	\$1,077,133.61	\$7,347,700.02	\$6,416,545.76	\$2,008,287.87
UTILITIES & TRANSPORTATION (Cash and Investments)	\$12,844,856.45	\$1,650,191.70	\$1,090,792.97	\$13,404,255.18

INVESTMENTS	Bal September 1, 2020	TRANSFER IN	TRANSFER OUT	Bal September 30, 202
GENERAL	\$28,916,388.12	\$939,183.32	\$5,500,000.00	\$24,355,571.44
SPECIAL REVENUE	\$756,824.62	\$0.00	\$0.00	\$756,824.62
DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL PROJECTS	\$3,351,532.55	\$0.00	\$0.00	\$3,351,532.55
INTERNAL SERVICE	\$0.00	\$2,000,000.00	\$0.00	\$2,000,000.00
TRUST	\$3,235,944.80	<u>\$0.00</u>	<u>\$0.00</u>	\$3,235,944.80
TOTALS	<u>\$36,260,690.09</u>	<u>\$2,939,183.32</u>	<u>\$5,500,000.00</u>	<u>\$33,699,873.41</u>

EXPENDITURES:	BUDGET	YTD	%
GENERAL GOVT	\$3,858,347.00	\$2,989,545.53	77.48%
POLICE	\$5,700,710.00	\$4,066,058.58	71.33%
FIRE	\$5,507,623.00	\$3,890,615.46	70.64%
PUBLIC WORKS	\$6,285,626.00	\$3,855,571.41	61.34%
PARK & REC	\$2,017,013.00	\$1,339,696.30	66.42%
CAPITAL PROJECTS	\$6,131,094.00	\$4,379,730.29	71.43%
DEBT SERVICE	\$6,645,557.00	\$6,069,835.87	91.34%
YTD TARGET	75.00%		

REVENUES:	BUDGET	YTD	%
GENERAL	\$24,994,619.00	\$18,339,852.54	73.38%

November 11, 2020

Members of the Common Council
Stevens Point, Wisconsin

The following appointments are recommended for your consideration.

Historical Preservation/Design Review Commission

Appoint Joseph DeBauche – 1424 Clark Street – (Unexpired Term
Beveridge) – Expires 04-30-2022

Appoint Ginger Keymer Alternate – 1816 Lincoln Avenue – (Unexpired Term
DeBauche) - Expires 04/30/2021

Transportation Commission

Appoint Marc Christianson – 1641 Clark Street – (Unexpired Term
Hopfensperger) – Expires 04/30/21

Your confirmation of these appointments would be appreciated.

Mike Wiza

Application Form

Name: Ginger Keymer
Address: 1816 Lincoln Ave
Phone: 715-869-0443
Email: ginger.renee@gmail.com

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

Historic Preservation /
Design Review

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

See Enclosed
Cover Letter

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

City of Stevens Point City Clerk's Office

1515 Strong's Avenue, Stevens Point WI, 54481

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

RECEIVED

OCT 30 2020

CITY CLERKS
OFFICE

Stevens Point

**Boards, Commissions, &
Committees Application**



Interested in Local Government?

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

What are the eligibility requirements?

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

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

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

How do I apply?

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

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

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

Board of Appeals: considers and acts upon requests for variances to zoning ordinances.

- Citizen Positions: 5 (3 year term)
- Alternative Positions: 2 (3 year term)

Redevelopment Authority: develops and implements redevelopment plans; administers economic development and housing loans, and administers the operation of public housing in the City of Stevens Point.

- Citizen Positions: 4-6 (position availability varies) (5 year term)

Historical Preservation/Design Review

Commission: works to protect, create, and enhance the special character and historical value of properties affecting the attractiveness of Stevens Point.

- Citizen Positions: 5 (3 year term)
- Alternates: 2 (3 year term)

Housing Authority: carries out duties designed by the Community Development Authority.

- Citizen Positions: 3-5 (position availability varies) (5 year term)

Board of Park Commissioners: determines policies concerning operation of the city's park and recreation facilities.

- Citizen Positions: 8 (3 year term)

Plan Commission: makes recommendations relating to the planning and development of the city to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.

- Citizen Positions: 5 (3 year term)

Board of Review: hears and considers testimony, then makes a determination regarding the appeal of an assessed property value.

- Citizen Positions: 5 (5 year term)
- Alternate Positions: 2 (3 year term)

Transportation Commission: reviews and advises the Mayor and Common Council and adopts rules for the control and operation of the specific utility.

- Citizen Positions: 5 (5 year term)

Board of Water & Sewage Commissioners: makes recommendations to the Common Council and adopts rules for the control and operation of the specific utility.

- Citizen Positions: 5 (5 year term)

Bicycle - Pedestrian Street Safety Commission: advises Plan Commission and Common Council on bicycle and pedestrian activities, infrastructure improvements, programs and developments.

- Citizen Positions: 5 (3 year term)
- Alternate Positions: 1 (3 year term)

Police and Fire Commission: organizes and supervises the police and fire departments and prescribes rules and regulations for their control and management.

- Citizen Positions: 5 (5 year term)

GINGER KEYMER

CITY OF STEVENS POINT
ATTN: CITY CLERK'S OFFICE

1515 Strong's Avenue
Stevens Point, WI 54481



GINGER KEYMER

1816 Lincoln Avenue
Stevens Point WI, 54481
ginger.renee@gmail.com

October 29, 2020

Please accept the enclosed materials and resume as application for the citizen position on the Historic Preservation and Design Review Commission.

My request to serve on this board stems from a personal interest in historic buildings and preservation, a desire to deepen my community involvement, and to assist my neighbors in the challenges and obstacles to maintaining and preserving older buildings. This issue is central to the neighborhood in which I reside, just south of the UW-Stevens Point campus and the Clark and Main Street historic corridor.

Seven years ago, my husband and I purchased a brick bungalow on Lincoln Avenue, specifically because we were interested in an older home with historic character. As a child, I grew up in a 1930s home that my parents lovingly restored. I want to make that type of investment accessible to my neighbors and community members; Spread the message to City residents that sustaining and protecting the historic character of our City is a solid investment in our property values and makes our community more attractive from a commercial perspective and enhances our draw to visitors.

I am pleased and encouraged by the current projects at the old Civic Opera House and the Altenburg Dairy. I was saddened to see the loss of the St. Joseph School on Lincoln Avenue, and want to do my part to make preservation of the city's historic buildings prudent and feasible. Thank you for your time and consideration.

Ginger Renée Keymer

1816 Lincoln Avenue
Stevens Point, WI 54481
715.869.0443
ginger.renee@gmail.com

...Education...

University of Wisconsin, Madison

Master of Arts, Library & Information Studies, May 2004
GPA 4.00/4.00

University of Wisconsin, Madison

Bachelor of Arts, Sociology/Concentration in Analysis & Research, May 1998
GPA 3.88/4.00

...Recent Experience...

Friends of Emerson Park

2017-Present

Board Member & Co-Chair

Stevens Point, WI

- *As a committee, facilitated an agreement between the City of Stevens Point and the Stevens Point Area Public School District for the transfer of the former Emerson School property to the City as a public park.
- *Organized and participated in community meetings to determine public vision for the future park.
- *Collaborated with UW-Stevens Point faculty and students on developing formal park plans as part of Forestry Recreation capstone level course.
- *Write grants and seek out potential funding sources for Emerson Revitalization Project.
- *Set agenda and lead Board Meetings.
- *Create press releases and social media presence for organization on Facebook and Instagram.

Stevens Point Area YMCA

2016-2020

Media Specialist

Stevens Point, WI

- *Create, edit, or modify written materials in compliance with Y standards, including web content, social media, press releases, grants received, employee/member/organization recognition as assigned.
- *Assist with web and program guide redesign projects, including insight into the organization, navigation, usability, and user-centered design.
- *Provide basic website maintenance such as updating links, program information, and posting news stories.
- *Submit online event posting to web-based area event calendars.
- *Post events, news announcements, and create events listings to the Y's Facebook pages.
- *Interact with staff and media as necessary to gather information and create marketing materials.
- *Perform all duties assigned by the Director of Marketing.

Community Involvement

2011-2016

Volunteer

Athens, GA & Stevens Point, WI

- *Served as secretary and board member to the Stevens Point Chapter of MOM's Club.
- *Participated in executive & member meetings, took minutes, and distributed minutes to members.
- *Communicated with members and executive board via email, facebook, and google documents.
- *Created and distributed weekly and monthly event listings for MOM's club members.
- *Provided storytime to toddlers and preschoolers during a fellow librarian's maternity leave.
- *Developed recreational reading lists for toddlers, preschoolers, and school aged children.

Champaign Unit 4 School District

2010-2011

School Secretary, Academic Academy (now Novak Academy)

Champaign, IL

- *Managed the intake process of student applications to the Academy.
- *Tracked and updated student attendance based on absences, tardies, suspensions, etc.
- *Answered phones, transferred calls, took messages, scheduled appointments, and distributed mail.
- *Wrote, verified, and sent correspondence for the principal, including letters of acceptance or denial, as well as letters indicating a student's dismissal from the Academy.
- *Scheduled meetings for the principal, added meetings to Outlook, sending invites to teachers and staff.
- *Managed the school's Outlook calendar, adding visits by guest speakers, meetings, and conferences.
- *Organized student cumulative record folders, checking for required paperwork, vaccination records, etc.
- *Processed and sent mass mailings to students, parents and guardians.

SET Enterprises, Inc.

2009

Editorial Assistant

Champaign, IL

- *Created, compiled, and edited entries for a companion dictionary to the SET word game, Quiddler.

...Reference & Research Experience...**San Jose Public Library, Hillview Branch**

2006-2009

Librarian II & Central Selector for Young Adult Fiction

San Jose, CA

- *Served as lead librarian and assumed responsibility for the branch during the branch manager's absence.
- *Planned and presented 3-5 library programs each week, including story time, art projects, gaming events, cultural celebrations, bibliographic and computer instruction.
- *Evaluated and selected YA fiction materials for the main library and all 19 branch locations.
- *Managed the YA Fiction collection materials budget of \$43,000.
- *Served on the library system's *Collection Development Advisory Team*, a management level committee dedicated to creating collection development policies, procedures, and budget allocation.
- *Coordinated and supervised the library's Homework Center, which involved an annual grant application, supervising and evaluating the Homework Center tutor, and managing a \$7,500 budget.
- *Trained, supervised, and scheduled over 50 teen volunteers and held monthly teen volunteer meetings.
- *Scheduled and coordinated outreach and library visits with 26 area schools.
- *Coordinated and planned Hillview Library's *Santa Visits the Library* event, where we distributed books, toys, and a family photo with Santa to over 500 children and families.
- *Assisted the Branch Manager with management duties, such as researching and writing a community profile, training other staff members, and creating monthly statistical reports.

Hinsdale Public Library

2004-2006

Young Adult Librarian

Hinsdale, IL

- *Provided reference/reader advisory service at all three information desks; youth, teen, and adult.
- *Managed a collection and programming budget of over \$10,000.
- *Evaluated, selected, and weeded materials in all six areas of the teen collection.
- *Designed and implemented library events and outreach programs for teens and area schools.
- *Assumed responsibility for the library as a whole as "Librarian in Charge" on weekly basis.
- *Assisted department head with management duties, such as developing departmental procedures, budgeting, training other staff members, creating monthly staff schedule, and supervising volunteers.
- *Co-chaired a committee that established procedures for handling behavior challenges at the Library.
- *Served on the web redesign committee and planned navigational structure for teen subsite.
- *Created all content for the teen website and maintain site using Dreamweaver 8.
- *Administered and crafted content and posts for the Teen Blog using Movable Type.
- *Assembled attractive displays and bulletin boards and created new bibliographies each month.
- *Examined blueprints and layout plans, providing input and suggestions for library renovation.
- *Developed training procedure for the library's conversion to SAM reservation/print manager system.

Media, Education Resources, & Information Technology (MERIT) 2003-2004

A UW-Madison School of Education Library, Project Assistant/Reference Services Madison, WI

- *Provided reference service to School of Education students, staff, faculty, & other library patrons.
- *Created event and subject webliographies for posting on the CIMC website.
- *Designed and assembled informative displays, brochures, and handouts promoting the CIMC's material collections, as well as events related to the education field and children's literature.
- *Planned, coordinated, and presented bibliographic instruction in workshop sessions.
- *Assessed and evaluated the retention of 250 titles within the library's reference collection.

Cooperative Children's Book Center (CCBC) 2003-2004

A UW-Madison School of Education Library, Reference Assistant & Copy Cataloger Madison, WI

- *Responded to information requests received at the CCBC public service desk.
- *Supported and directed patrons in their use of the electronic catalog and databases.
- *Assisted librarians in gathering resources & materials for reference & intellectual freedom services.
- *Copy cataloged juvenile materials using OCLC CatMe.
- *Edited, deleted, and suppressed bibliographic holding records in Voyager.

McArdle Laboratory For Cancer Research 2002-2003

Ise Leers Riegel Reading Room, Assistant to the Director Madison, WI

- *Processed and inventoried a collection of over 50 current scientific journals.
- *Created a comprehensive inventory of the Reading Room's journal collection, noting for each journal title, print and electronic holdings held by the University's Library System.
- *Collocated reprint editions of faculty papers and copy-edited faculty bibliographies.
- *Searched PubMed and Medline for journal articles on request.
- *Located holdings of obscure texts and journals via the UW-Madison library catalog & WorldCat.

Chicago Public Library 1998-2001

North Austin Branch, Children's Associate Chicago, IL

- *Provided reference assistance to children and adult patrons.
- *Supported and directed the public in their use of the electronic catalog, the Internet, computer software and database programs.
- *Planned, organized and implemented juvenile and young adult programming.
- *Scheduled and arranged guest presenters to perform at the library.
- *Acted as outreach coordinator to involve area schools, day-care centers, and summer camps in presentations and performances at the library.
- *Up to 20 hrs/week acted as "Person in Charge" at branch location & resolved administrative issues.
- *Developed and sustained a monthly reading group/book club for area teens.
- *Recruited, trained, and supervised Junior Volunteers aged 12-17.
- *Visited area schools to promote library usage and programming.
- *Performed as judge for the Chicago Metro History Fair.

...Additional Leadership Experience...

Jail Library Group 2003-2004

Group Coordinator Madison, WI

The Jail Library Group provides recreational and educational materials to inmates of Dane County jails.

- *Responded to all general inquiries from individuals and institutions.
- *Explained the group's mission, organizational structure, & volunteer opportunities to interested persons.
- *Co-developed five step application process to facilitate jail access for volunteers.
- *Set the agenda and facilitated group meetings.
- *Managed the organization's listserv.
- *Assisted with fundraisers, material processing, and weeding of library materials.

Application Form

Name: Marc D. Christianson

Address: 1641 Clark St.

Phone: 715-315-2490

Email: marcdc57@gmail.com

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

or Historic Preservation Design Review
Transportation Commission

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

I spent a life time of service in education as a teacher, school principal, and superintendent. Prior to becoming a Superintendent, I served as an Alderperson, Water & Sewer Commission, and Planning Commission. During my life time, I have enjoyed being part of many organizations and City Government.

I have chosen to retire in the City of Stevens Point and are proud of calling it HOME. I am eager to serve the community in whatever capacity is needed. Please return the completed application and a copy of your resume to:

City of Stevens Point City Clerk's Office

1515 Strong's Avenue, Stevens Point WI, 54481

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

Stevens Point

Boards, Commissions, &
Committees Application



Marc D. Christianson

1641 Clark St.
Stevens Point, WI 54481

maxistal@charter.net
715-315-2490

Objective

To contribute to the community that I plan to call home for the rest of my life.

Education

UNIVERSITY OF MINNESOTA-MORRIS Morris, Minnesota	BA
TRI-COLLEGE UNIVERSITY Fargo, North Dakota	Master's
UNIVERSITY OF WISCONSIN-SUPERIOR Superior, Wisconsin	Completed Superintendent Certification

Experience

Administrative

33 years as a School Administrator including 14 as District Administrator

Teaching

5 years of teaching K-12

Community

BOARD OF DIRECTORS 2009 - 2010	Wisconsin Indianhead Technical College - WITC
WASHBURN CITY COUNCIL ALDERMAN 2000 – 2004	City of Washburn, Wisconsin
WASHBURN SEWER AND WATER COMMISSIONER 1998 – 2000	City of Washburn, Wisconsin
WASHBURN TENNIS ASSOCIATION PRESIDENT 1998 – 2000	City of Washburn, Wisconsin
PORTAGE COUNTY UNITED WAY EXECUTIVE COMMITTEE MEMBER	Stevens Point, Wisconsin 2017- present

Supplemental Pollworkers for 2020-2021

Presented for approval by Common Council - November 16, 2020

	Last Name	First Name	Address	City
1	Akemann	Beth	1920 Five Corner Road	Amherst Junction
2	Golisch	Michael	537 2nd Street N	Stevens Point
3	LoPatin-Lummis	Nancy	3309 Tenton Drive	Stevens Point
4	Ogles	Felix	1200 River View Avenue	Stevens Point
5	Semmerling	Shannon	1501 Brawley Street	Stevens Point

RESOLUTION

[CONDITIONAL USE PERMIT – 4100 STATE HIGHWAY 66 – CONSTRUCT A HOSPITAL ADDITION]

BE IT RESOLVED by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at **4100 State Highway 66 (Parcel ID 281240822340017)**, and described as LOT 1 CSM#9607-41-87 BNG PRT SW 1/4;SUBJ TO ESMT UPON,ACROSS & ALONG OUTLOT 1 CSM#9607-41-87 DES 720429 & 726649 S22 T24 R8 720428;781241UTIL;792609UTL 732505ANNX;737667ANNX 817670AGMT, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit to construct a hospital addition with the following conditions:

- 1) Bicycle parking accommodations shall be provided on site that is consistent with the City's Zoning Code, to be reviewed and approved by staff.
- 2) The applicant shall submit a stormwater plan to determine if the existing stormwater retention areas can support the proposed addition, subject to the review and approval by Utilities Department staff.
- 3) The applicant shall provide details on a fire prevention system for the addition, to be reviewed by the Fire Marshal and meet applicable fire code standards.
- 4) The proposed addition shall meet requirements administered by the Federal Aviation Administration and the Wisconsin Bureau of Aeronautics.
- 5) Additional details shall be provided for screening the utility yard and propane tank enclosure, to be reviewed by Community Development staff and meet applicable Zoning Code standards.
- 6) Staff shall have the authority to approve minor changes to the site plan.
- 7) All applicable building permits shall be applied for and obtained prior to commencement of construction.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 2, 2020
Adopted: November 16, 2020

Drafted by: Adam Kuhn
Return to: City Clerk



MEMORANDUM

To: City Plan Commission

From: Ryan Kernosky, Director of Community Development 
Adam Kuhn, Associate Planner

Date: November 2, 2020

**RE: Public Hearing – Traditional Neighborhood Development Overlay District
Ordinance Amendment**

Consistent with Plan Commission September and October 2020 discussions on the Traditional Neighborhood Development Overlay District Ordinance Amendment, please see the enclosed formalized amendment and past memorandums on the topic.

City Staff published the public hearing notice on October 23 and 30th, 2020 in the Portage County Gazette.

Staff recommends approval as presented.

www.stevenspoint.com

Open Records Rider: 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.

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

**[Chapter 23 of the Revised Municipal Code – Zoning Ordinance – Traditional
Neighborhood Development Overlay District]**

The Common Council of the City of Stevens Point, Portage County, Wisconsin do ordain as follows:

SECTION I: That Section 23.02(1)(h)(2), Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point, shall be amended to read as follows:

23.02(1)(h)(2)

(2) Permitted Uses: as allowed in the underlying zoning district and as outlined below:

- a) All setback requirements of the underlying district apply.
- b) Alternate permitted setbacks for Single- and Two-Family Uses, provided that the following development standards are met. If the following development standards are unable to be met, the applicant may apply for an alternative setback through the conditional use permit process:
 - 1) In no case shall the front facade of the building consist of a blank wall or a series of garage doors.
 - 2) One ground floor entry shall be oriented to the front of the lot on a public or private street.
 - 3) Attached garages shall be sited in several ways:
 - 1) In the rear yard, accessed from a public street or an alley.
 - 2) Accessed from a public street with the garage doors facing the public street provided it be set back a minimum of two (2) feet from the front façade of the building.
 - 4) Consideration shall be given to the impact of the proposed addition on neighboring light, ventilation, and privacy from existing windows and yards.
- c) Alternate permitted setbacks
 - 1) Primary Structure
 - i) Front street yard - 12 feet
 - ii) Corner street side yard – 12 feet
 - iii) Interior side yard – 4 feet
 - iv) Rear yard – 15 feet
 - 2) Garage (attached to dwelling)
 - i) Front street yard – 20 feet
 - ii) Corner street side yard – 12 feet, with no access to a public

- street
- iii) Interior side yard – 4 feet
- iv) Rear yard – 15 feet

SECTION II: That Section 23.02(1)(h)(3), Zoning Ordinance of the Revised Municipal Code of the City of Stevens Point, shall be amended to read as follows:

3) Conditional Uses as allowed in the underlying zoning district

The Common Council may consider the following conditional use setback requirements as an alternative to the setback requirements in the underlying zoning district. These conditional use setback requirements shall be applied ~~to~~ only ~~to~~ single- **and two-** family uses.

Conditional Use Setback requirements:

- ~~Primary Structure~~
 - ~~Front street yard – 12 feet~~
 - ~~Corner street side yard – 12 feet~~
 - ~~Interior side yard – 4 feet~~
 - ~~Rear yard – 15 feet~~
- ~~Garage (attached)~~
 - ~~Front street yard – 20 feet~~
 - ~~Corner street side yard – 12 feet, with no access to a public street~~
 - ~~Interior side yard – 4 feet~~
 - ~~Rear yard – 15 feet~~
- ~~Accessory Building (detached)~~ **Detached Garage**
 - Street front setback – 20 feet
 - Corner side yard – 12 feet, with no access to a public street
 - Interior side yard – 1 foot
 - Rear yard – 1 foot

~~The Corner side yard is the side yard adjoining the street on a lot bounded on two or more sides by public right of way. As applied in this conditional use, the Common Council shall define the primary facade of the home as being the front yard and the secondary facade of the home as the side yard.~~

~~The following design standards shall be incorporated into each development and will be utilized in the review of conditional use. A conditional use is not automatically allowed. A balance is required between allowing remodeling or modest additions to structures while not unduly affecting the neighboring property owner's enjoyment of open space and light.~~

- ~~a)~~ The proposed structure shall fit the overall character of the

neighborhood. Neighborhood character includes the conformity or nonconformity of buildings in the immediate neighborhood with the setback requirements. Neighborhood character also includes the physical characteristics of the buildings in the immediate neighborhood including such elements as windows, exterior finishes, roof pitch, height of buildings, the diversity or homogeneity of architectural styles, porches, location of garages, density, and the like.

- ~~b) In no case shall the front facade of the building consist of a blank wall or a series of garage doors.~~
- ~~c) Developers shall vary design elements to avoid monotonous facades.~~
- ~~d) One ground floor entry shall be oriented to the front of the lot on a public or private street.~~
- ~~e) Garages shall be sited in several ways:
 - ~~1) In the rear yard, either attached or detached, accessed from a public street or an alley.~~
 - ~~2) Accessed from a public street with the garage doors facing the public street provided it be set back a minimum of two (2) feet from the front façade of the building.~~~~
- ~~f) Consideration shall be given to the impact of the proposed addition on neighboring light, ventilation, and privacy from existing windows and yards.~~

Section III: That this ordinance shall take effect upon passage and publication.

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: November 2, 2020
Adopted:
Published:

Drafted By: R. Kernosky
Return To: City Clerk

GROHOLSKI PARK PROPERTY DONATION AGREEMENT

This donation agreement ("Agreement") is made on this _____ day of December, 2020, by and between the CITY OF STEVENS POINT, a Wisconsin Municipal Corporation located in Portage County, with its offices at 1515 Strongs Avenue, Stevens Point, WI 54481 (the "Grantee") and Judith Groholski, as Trustee of the Judith Groholski Survivor's Trust dated September 12, 2018, with an address of 440 Dubai Avenue, Stevens Point, WI 54481 ("Grantor"). Collectively these entities will be referred to as the "Parties."

RECITALS

WHEREAS, the Grantor owns land described as the East two-thirds (E 2/3) of all that part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 23 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin, lying Easterly of the Green Bay and Western Railroad right-of-way, EXCEPT the East 16 rods (264 feet) thereof, EXCEPT Lot 1 of Certified Survey Map No. 728-3-86, EXCEPT Lot 1 of Certified Survey Map No. 5474-20-45, EXCEPT that part conveyed in Volume 219, page 399, EXCEPT Certified Survey Map No. 6745-24-268; SUBJECT TO a right of way described in Volume 235, page 106; TOGETHER WITH AND SUBJECT TO an easement for ingress and egress described in Document No. 736575; and EXCEPT any part thereof conveyed for roadway purposes (the "Parcel"), which is located on the southern part of the City of Stevens Point and in a gap for the City's 10-minute walk to a park campaign that is listed in the City's Comprehensive Outdoor Recreation Plan; and

WHEREAS, the Grantor is desirous of preserving and conserving the Parcel in a natural state; and

WHEREAS, the Grantor and the Grantee intend for the Parcel to be donated to the City of Stevens Point and utilized as a City Park, subject to the terms and conditions of this Agreement; and

WHEREAS, as consideration for Grantor's donation of the Parcel for park purposes, Grantee agrees to make improvements to the Parcel to suit its use for park purposes. Such improvements are described herein; and

WHEREAS, the Grantor and Grantee are desirous of memorializing the donation terms by entering into this Agreement.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Effective Date.** This Agreement shall become effective on the signature date.

2. Deed. Grantor shall execute a Warranty Deed conveying the Parcel to Grantee. Such Deed shall be delivered to Grantee within thirty (30) days of the Effective Date of this Agreement.

3. Expenses. The Grantor shall be responsible for all real estate taxes, special assessments, and other charges related to the Parcel for the year 2020, and the Grantee shall be responsible for all such expenses thereafter. The Grantee will be solely responsible for all closing costs associated with the donation of the Parcel, including but not limited to, any transfer and recording fees. Further, the Grantee will be solely responsible for obtaining any title search or other title evidence that it deems necessary in relation to this Agreement and shall be solely responsible for any costs associated therewith.

4. Name. The Grantee shall dedicate and forever name the Parcel the "John S. Groholski Park" upon acceptance of the Parcel donation.

5. Usage. The Grantee shall only use the Parcel for park purposes. No housing or business development shall be allowed on the Parcel.

6. Rezoning. The Grantee, at its own expense, shall seek rezoning of the Parcel from "R-4" Multiple Family/Residential to "C" Conservancy.

7. Improvements. The Parties agree that the 5-year Master Plan, Exhibit A, shall be funded and performed by the Grantee by no later than December 31, 2026. Should Grantee not complete the improvements included in Exhibit A by December 31, 2026, the Trustee of the Grantor or a separate trust created thereunder upon the death of Judith Groholski, shall have the option to a Right of Reversion for the ownership of the Parcel. If Grantee does not complete the improvements included in Exhibit A by December 31, 2026, within fifteen (15) business days it shall provide notice of such fact and the Right of Reversion contained herein to the Trustee at its last known address. It shall be the responsibility of the Trustee of the Grantor or a separate trust created thereunder upon the death of Judith Groholski to provide the Grantee with notice of any change of address. If such Right of Reversion is to be exercised, the Trustee shall notify Grantee in writing of its intent to reclaim ownership of the Parcel no later than March 1, 2027, and Grantee shall execute a Warranty Deed conveying the Parcel to the Trustee.

8. Long Term Master Plan. The Parties have worked together to create the Long-Term Master Plan which is included as Exhibit B. The Grantee shall adopt Exhibit B as the Long-Term Master Plan for the Parcel upon donation acceptance. Such Long-Term Master Plan shall serve as the plan for the future improvements to the park beyond the December 31, 2026 timetable.

9. Mutual Warranties and Representations. Each Party has made and does hereby make the following representations and warranties to the other Party, which shall be true as of the Effective Date as if such warranties and representations were made at such time:

a. Each Party represents and warrants that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by such Party, as the case may be, under this Agreement.

b. Each Party represents and warrants that it is empowered and authorized to execute and deliver this Agreement and any other agreements and documents, if any, required hereunder to be executed and delivered by such Party. This Agreement has been and each such document at the time it is executed and delivered will be duly executed and delivered on behalf of each Party. When executed and delivered all such agreements shall constitute a legal, valid and binding obligation of each Party enforceable in accordance with its terms.

10. Interpretation and Construction.

a. This Agreement shall be subject to and governed by the laws of the State of Wisconsin and shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement and their respective personal and legal representatives, heirs, successors and assigns.

b. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

c. Section or paragraph headings are included for a convenience of reference and are not intended to add or subtract from the terms of the Agreement and all Exhibits referred to in this Agreement are incorporated herein by reference.

d. This Agreement contains the entire agreement between the Parties and supersedes any prior discussion or agreement between the Parties relating to the subject matter. No provision of this Agreement may be amended except by a written instrument signed by all the Parties to this Agreement or their successors. The warranties and representations made herein survive the Effective Date.

e. This Agreement, or a memorandum regarding the terms of this Agreement, may be recorded in the office of the Portage County Register of Deeds by any of the Parties hereto and the Party recording the Agreement shall be responsible for any costs associated therewith

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

CITY OF STEVENS POINT

JUDITH GROHOLSKI SURVIVOR'S TRUST

By: _____

By: _____

Name: Mike Wiza

Name: Judith Groholski

Its: Mayor

Its: Trustee

Date:

Date:

CITY OF STEVENS POINT

By: _____

Name:

Its: Parks Director

Date:

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this __ day of December, 2020, Judith Groholski, as Trustee of the Judith Groholski Survivor's Trust dated September 12, 2018, to me known to be the person who executed the foregoing instrument, and to me known to be the Trustee of said entity, and acknowledged that she executed the foregoing instrument as the act of said entity and with its authority.

SEAL

Print Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

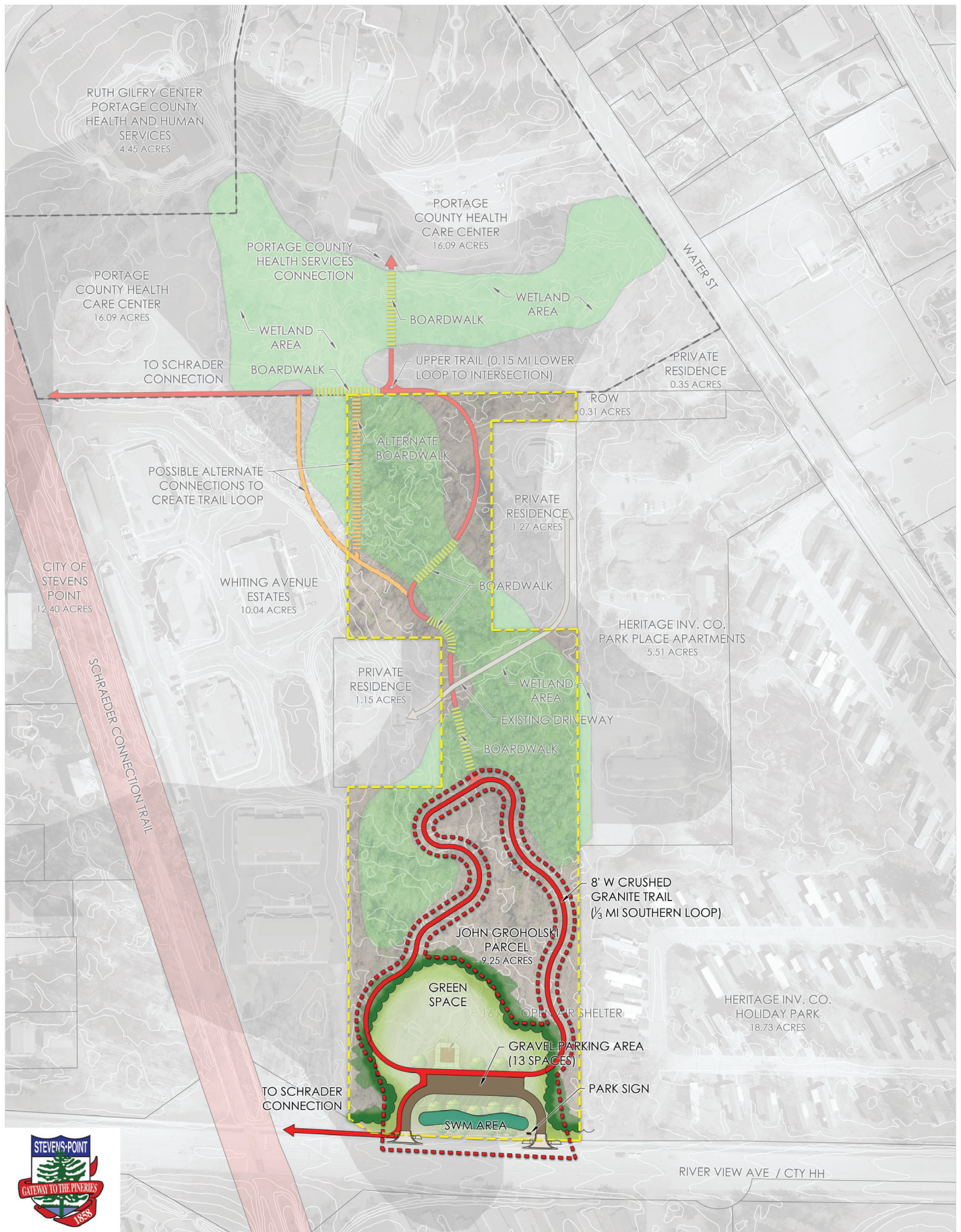
STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this __ day of December, 2020, Mike Wiza and _____, as Mayor and Parks Director of the City of Stevens Point, to me known to be the persons who executed the foregoing instrument, and to me known to be the Mayor and Parks Director of said city, and acknowledged that they executed the foregoing instrument as the act of said entity and with its authority.

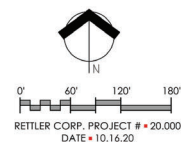
SEAL

Print Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Attorney A. Logan Beveridge
1515 Strongs Avenue
Stevens Point, WI 54481



CITY OF STEVENS POINT JOHN S GROHOLSKI PARK MASTER PLAN - PHASE 1 RIVER VIEW AVE, STEVENS POINT, WI 54481



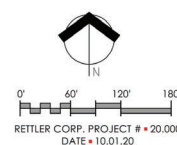
RETTLER
corporation

3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
TELEPHONE 715-341-2633 FAX 715-341-0431
EMAIL INFO@RETTLER.COM WEBSITE WWW.RETTLER.COM



CITY OF STEVENS POINT

JOHN S GROHOLSKI PARK MASTER PLAN ■ MASTER PLAN
RIVER VIEW AVE, STEVENS POINT, WI 54481



RETTLER
corporation

3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
TELEPHONE 715-341-2633 FAX 715-341-0431
EMAIL INFO@RETTLER.COM WEBSITE WWW.RETTLER.COM



To: Common Council

From: Adam Kuhn, Associate Planner/Zoning Administrator

Date: November 16, 2020

RE: Façade Improvement Grant Program Contract for 1201 Main Street

On November 11th, Jenna Becker, representing Compass Rentals, LLC, was granted façade improvement grant funds by the Historic Preservation / Design Review Commission in the amount of \$26,253.38. Other design review components of the project were reviewed by the Commission on the aforementioned date. The applicant was granted the above approval to make the following improvements at the aforementioned property:

1. The replacement of second story windows.
2. Repair deteriorated and cracked mortar joints around the entire building.
3. Repair loose brick along the building's façade.
4. Repair deteriorating chimney.

Additional information on the façade improvement grant application, such as project specifications and bid information, can be found in the corresponding façade improvement grant contract.

Should any questions arise, please don't hesitate to contact me.

Best,

A handwritten signature in black ink, appearing to read "Adam Kuhn".

Adam Kuhn

Associate Planner/Zoning Administrator
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481
akuhn@stevenspoint.com
(o) 715-342-4158

Compass Rentals, LLC. – 1201 Main Street Façade Improvement Grant Agreement

Between the City of Stevens Point and Compass Rentals, LLC.

Project Approved by the Historic Preservation / Design Review Commission: November 11, 2020

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Façade Improvement Grant Agreement

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT is made and entered into as of the__ day of _____, _____ by and between the City of Stevens Point, Wisconsin, a Wisconsin municipal corporation (the "City"), and Compass Rentals, LLC. (the "Grantee").

Recitals

WHEREAS, the City has established a Façade Improvement Grant Program designed to stimulate improvement to the exterior of commercial or mixed-use buildings; and

WHEREAS, the Grantee owns a building that is eligible for Façade Improvement Grant funds and wishes to access such funds; and

WHEREAS, the Grantee is willing to make exterior improvements in accordance with the rules, requirements, and recommendations of the City, if Grantee receives such funds; and

WHEREAS, the City is willing to provide grant funds as set forth herein, and has determined that this Agreement is in the public interest.

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties contained herein, each of them does hereby represent, covenant, and agree with the other as outlined in this Agreement.

Purpose of Agreement

The parties hereto are entering into this Façade Improvement Grant Agreement for the improvement of a building façade within the City of Stevens Point. Further, the parties have reached an understanding regarding participation in the future improvements and intend to enter into this Façade Improvement Grant Agreement to record the understandings and undertakings of the parties and to provide a framework within which the improvement may proceed.

Part 1. Approval

The Historic Preservation / Design Review Commission of the City of Stevens Point granted Compass Rentals, LLC. façade improvement grant funds in the amount of \$26,253.38 on November 11, 2020. Other design review components of the project were reviewed by the Historic Preservation / Design Review Commission on the aforementioned date. The funds are applicable to the property located at 1201 Main Street (Parcel ID 281240832202706). Included with that approval were conditions that the Grantee needed to comply with at these properties.

Part 2. Improvements

Grantee, in accordance with the provisions of Chapter 22 - Historic Preservation / Design Review, of the Revised Municipal Code of the City, the Design Guidelines of the City, and the Façade Improvement Grant Program Guidelines of the City, was granted the above approval to make the following Improvements at the aforementioned property:

1. Replacement of second story windows.
2. Repair deteriorated and cracked mortar joints around the entire building.
3. Repair loose brick along the facade of the building.
4. Repair deteriorating chimney.

Improvements, as required by this Agreement, will be installed as herein provided and within the time limits set forth herein. Nonperformance of installation of said improvements shall not be allowed and it is Grantee's primary obligation to perform.

Part 3. Plans, Specifications, and Documents

Grantee has filed with City the attached plans, specifications, and documents, collectively referred to as the "Façade Improvement Plans" pursuant to various requirements:

- A. Grantee Improvement Site location map is attached hereto and labeled as Exhibit A.
- B. Grantee owns a parcel of land located within the City at 1201 Main Street (Parcel ID 281240832202706) (collectively the "Property"). A description of Property, through the Property Data Sheets are attached hereto and labeled as Exhibit B. Grantee agrees and understands that the approved façade improvement grant funds, and the business conducted thereon, is only applicable to Property as approved by the Historic Preservation / Design Review Commission.

- C. Grantee application for façade improvement grant funds is attached hereto and labeled as Exhibit C.
- D. Contractor bids for the proposed work are attached hereto and labeled as Exhibit D.
- E. Renderings and photographs for and of the proposed work are attached hereto and labeled as Exhibit E.
- F. Proof of insurance for the Property is attached hereto and labeled as Exhibit F.
- G. It is mutually agreed that all terms and conditions pertaining to the improvements as imposed by the Historic Preservation / Design Review Commission as set forth in their official minutes attached hereto and labeled Exhibit G, are made a part hereof by reference and fully set forth herein.

Part 4. Conditions of Approval

This Agreement shall incorporate the recommendations of the Historic Preservation / Design Review Commission. In addition, the following terms and conditions, among others, but not limited to, are included within this Agreement:

1. Gentle means shall be used when cleaning masonry prior to tuckpointing and other general maintenance; only organic non-toxic chemicals shall be used to clean.
2. Powerwashing or sandblasting shall be prohibited on any building components.
3. Type N mortar shall be used between masonry.
4. Window and door openings shall not be expanded beyond their original size.
5. The applicant shall submit final details regarding chimney repair, to be reviewed and approved by staff and the chairperson.
6. Staff shall have the authority to review and/or approve minor amendments to the project.
7. Applicable building permits shall be obtained.
8. All work shall be completed within one year.
9. The project shall adhere to Facade Improvement Grant Program guidelines.
10. No funds shall be disbursed until the project is fully completed.
11. The maximum City participation shall not exceed 40% of the total project cost of the bids and work approved.

	Improvements	Contractor			
		Melum Masonry	Whelihan Glass LLC	A & I Exteriors and Home Improvements LLC	Don Dulak & Son Masonry Inc.
1.	Repair chimney, repair damaged bricks, repair mortar joints	\$15,200.00			\$28,500.00
2.	Replace second story windows		\$54,648.47	\$50,433.46	
	TOTAL	\$15,200.00	\$54,648.47	\$50,433.46	\$28,500.00
	Lowest Bid(s)	\$15,200.00		\$50,433.46	
	TOTAL Project Cost	\$65,633.46			
	40% of Total Project Cost	\$26,253.38			

Part 5. Grantee Warranties and Representations

The Grantee makes the following warranties and representations as the basis for the undertaking on its part herein contained:

- A. Grantee is a Wisconsin Limited Liability Company, duly organized and in good standing under the laws of the State of Wisconsin, and is not in violation of any provisions of its Articles of Organization, Operating Agreement, or the laws of the State of Wisconsin, has the power to perform its obligations hereunder and has duly authorized the execution, delivery, and performance of this Agreement by proper company action.
- B. Grantee will control the construction of the improvements on the Property.
- C. The parties signing below for Grantee warrant that they have full power and authority to execute this Agreement on behalf of Grantee, and to bind Grantee to the Agreement.
- D. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Grantee is now a party or by which is bound, or constitutes a default under any of the foregoing.
- E. It is the total responsibility of Grantee to assure and guarantee that the stated improvements are complete as approved herein, and that all conditions are fully complied with. Any deviation from the approved plans or conditions shall be considered default.

- F. The construction of the Improvements on the Property by Grantee would not occur but for the financial assistance being provided by the City.
- G. Following the completion of the Improvements, Grantee shall maintain the Property in a good and presentable condition and shall promptly repair any damage. Grantee shall maintain adequate property insurance for such purpose.
- H. Grantee agrees that no part of Property will be sold, transferred, conveyed, and/or used in any manner that would render it exempt from general property taxes.

Part 6. Timeline for Completion

If not otherwise approved by the Historic Preservation / Design Review Commission, all work shall be completed within one year from the signing of this Agreement. The Chairperson and Designation Agent shall have the ability to extend the contract for a period not to exceed one additional year.

Part 7. Funds Reimbursement

Reimbursement of funds shall be limited to the amount indicated in Part 4 of this agreement. **Projects approved for matching grant assistance will be required to submit a written request to release the funds upon completion of the entire project.** Copies of all paid invoices and receipts related to the façade improvements must accompany the request for release of funding. Invoices and receipts shall clearly explain the related work (i.e. \$ for square feet of brick cleaning).

The Historic Preservation / Design Review Commission reserves the right to refuse reimbursement in whole or part for work that:

- Does not conform to the program design guidelines.
- Does not conform to the proposal submitted with your application and authorized by the HP/DRC.
- Is not completed within one year from the date the project was approved for funding.
- Does not meet the requirements of this agreement.
- Is not completed in a workmanlike manner.

Part 8. Permits and Approvals

Grantee's obligations under this Agreement are contingent on obtaining permits and other City approvals necessary for the construction. Grantee shall make all reasonable efforts to obtain such permits and approvals in a timely manner. Grantee understands that this Agreement cannot obligate the City to issue any such permits or approvals.

Part 9. Assignment

This Agreement shall be binding upon Grantee's successors and assigns, and notice of said Agreement shall be recorded or filed in the Register of Deeds Office for Portage County.

Grantee may not assign this Agreement to any individual, firm, partnership, or corporation without the approval of the City, which approval shall not be unreasonably withheld and which shall be deemed granted if not withheld by written notice to Grantee from City given on or before forty five (45) days after Grantee requests in writing that City consent to an assignment of this Agreement. If an assignment is made, all terms, provisions, and conditions contained in this Agreement, shall be binding on Grantee's successors in interest, whether such successor shall become the lessee or sub-lessee of all or part of Property.

Part 10. Default Provisions.

Division 10.01 Notice of Default

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the non-defaulting party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

Division 10.02 Remedies upon Grantee's Default

In the event Grantee defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Division 10.01, then City without prejudice to any other rights or remedies afforded to the City by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof and/or not award the Grantee the funds identified in Part 1 of this Agreement.

Part 11. Notices

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, property addressed as indicated below:

To the Grantee: Jenna Becker
c/o Compass Rentals, LLC.
1201 Main Street
Stevens Point, WI 54481

To the City: City Clerk
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Any party may, by written notice to the party, designate a change of address for the purposes aforesaid.

Part 12. Nondiscrimination

With the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment nor shall the improvements or any portion thereof be sold to, leased, or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin, or ancestry and that the construction and operation of the improvements shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds. The construction and operation of the improvements shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

Nothing in this section shall prohibit discrimination based on age or family status with respect to housing for older persons as permitted by applicable federal and state law.

Part 13. No Personal Liability

Under no circumstances shall any alderperson, officer, official, commissioner, director, member, partner, or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Part 14. Miscellaneous Provisions

Division 14.01 Future Improvements

Grantee agrees that any future exterior changes or improvements, and/or any changes or improvements under the review of the City via a city ordinance or other similar regulation, will comply with the requirements of said ordinance or regulation, and recommendation as required by such governing body. Failure to comply with such regulation shall be considered default, and Grantee shall be required to

reimburse City the full amount of the grant award indicated in Part 1, plus CPI adjusted annually.

Division 14.02 Cooperation with Grants

If necessary, Grantee shall work with and cooperate with City in providing data and information necessary for City to comply with the provisions or requirements in connection with a State or Federal grant or other funding applicable to and benefiting the Improvements.

Division 14.03 Entire Agreement

This document contains the entire agreement between Grantee and the City and it shall inure to the benefit of and shall be binding upon the parties hereto and the respective heirs, executives, successors and assigns. This Agreement may be modified only by a written amendment signed by the parties, which Amendment shall become effective upon the recording in the Office of Register of Deeds for Portage County.

Division 14.04 Modification of Agreement

An instrument in writing signed by Grantee and the City may only modify this Agreement.

Division 14.05 Survival of Warranties, Representations, and Agreements

Any warranty, representation, or agreement herein contained shall run with the land.

Division 14.06 Governing Law

The internal laws of the State of Wisconsin shall govern this Agreement.

Division 14.07 Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

Division 14.08 Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Division 14.09 Severability

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

Division 14.10 City Authorization

The execution of this Agreement by the City was authorized by the following:

Historic Preservation / Design Review Commission on the 11th day of November, 2020.

Other design review Components reviewed by the Commission in relation to the project also occurred on the 11th day of November, 2020.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the ____ day of _____, ____.

THE CITY OF STEVENS POINT, WISCONSIN

BY: _____
Honorable Mike Wiza, its Mayor

Attest:

Tim Siebert
By: It's Chairperson

STATE OF WISCONSIN)
:SS
COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 2020, Mike Wiza, Mayor, and Tim Siebert, Chairperson, of the above-named City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Chairperson, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

Notary Public, State of Wisconsin

My commission expires: _____

Approved as to form this _____ day of _____, 2020.

BY: _____
A. Logan Beveridge, its Attorney

1616 Main Street, LLC.

Date: _____

By: _____
Jenna Becker

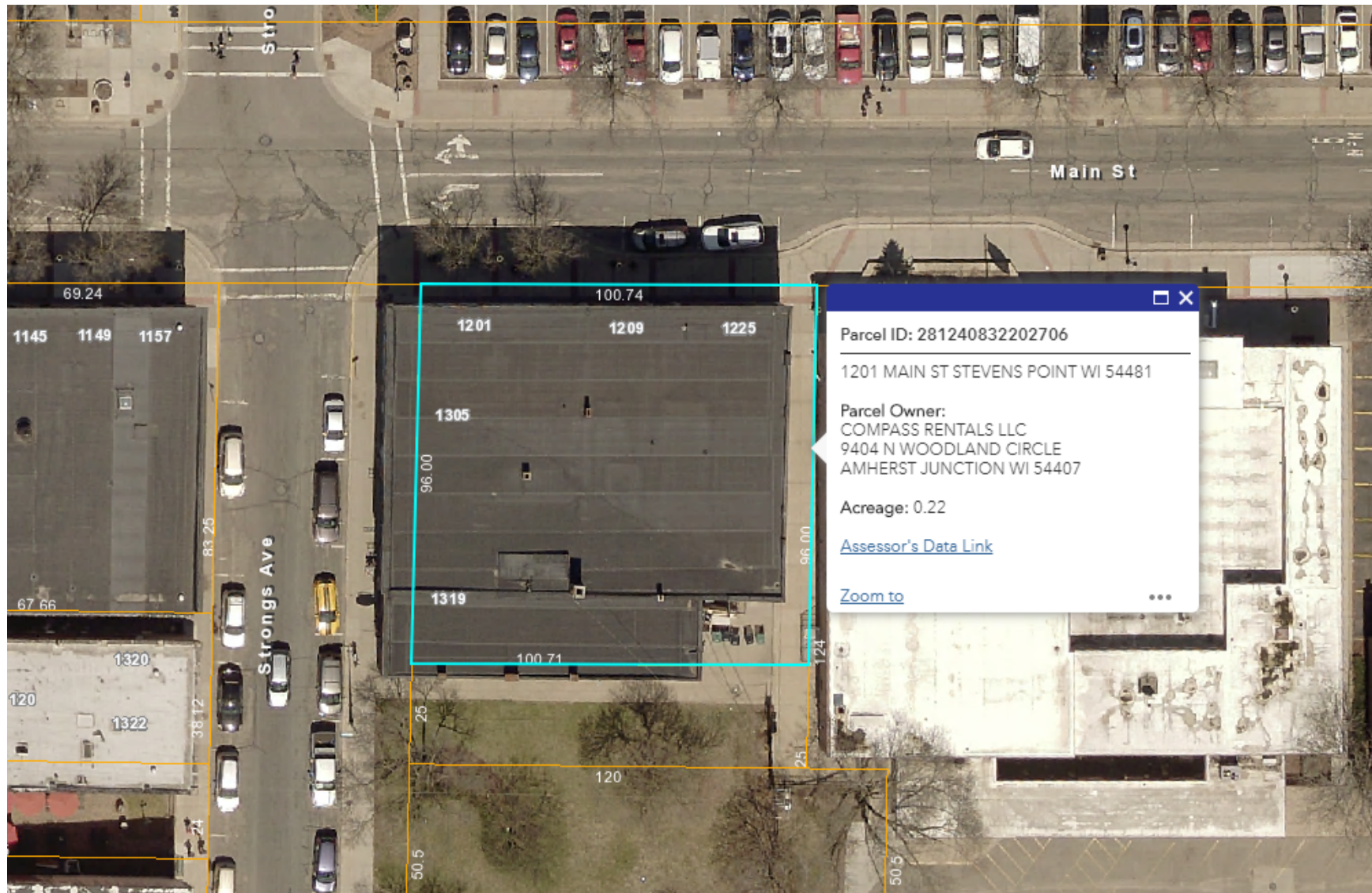
STATE OF _____)
:ss
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, _____, _____ of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Notary Public, State of _____

My commission expires: _____

EXHIBIT A



2020 Property Records for City of Stevens Point, Portage County

November 9, 2020

Tax key number: 281-24-0832202706

Property address: 1201 Main St

Owner: Compass Rentals LLC
9404 N Woodland Cir
Amherst Junction, WI 54407-9170

Zoning: B3 Central Business, Downtown Design Review, Mathias Mi

Traffic / water / sanitary: Medium / City water / Sewer

Legal description: LOT 1 CSM 6940-25- 163 BNG PRT LOTS 7 8 & 9 BLK 29 STRONG ELLIS & OTHERS ADD & ESMT-428/167 794775;828659RES

Summary of Assessment	
Land	\$72,500
Improvements	\$260,100
Total value	\$332,600

Land									
Qty	Land Use	Width	Depth	Square Feet	Acres	Water Frontage	Tax Class	Special Tax Program	Assess Value
1	Commercial	101	96	9,668	0.222	None	Commercial		\$72,500

Commercial Building (1201 Main St. Building)

Section name: Section 1
Year built: 1895
% complete: 100%
Stories: 2.00
Perimeter: 414 LF
Total area: 17,560 SF (all stories)



Occupancies	Designed Use	Actual Use	Units	Area per Unit	Construction Class	Avg Ht	Quality	CDU
	Mixed retail w/ res units	Apartment, efficiency	1	8,780	Masonry bearing walls	12.00	D (FR)	Fair
	Mixed retail w/ res units	Retail, general	1	8,780	Masonry bearing walls	16.00	D (FR)	Fair

Exterior walls HVAC	Component Description	Count	Stops	Area (sf)	Area (%)	Quality
	Brick, Solid			17,560	100.0%	C (AV)
	Hot water			17,560	100.0%	C (AV)

Section 1 basement
Levels: 1.00
Perimeter: 414 LF
Total area: 8,780 SF (all levels in basement)

2020 Property Records for City of Stevens Point, Portage County

November 9, 2020

Occupancies	Designed Use	Actual Use	Units	Area per Unit	Basement Type	Construction Class	Avg Ht	Quality	CDU
	Mixed retail w/ res units	Retail, general	1	2,800	Finished	Masonry bearing walls	7.00	D (FR)	Fair
	Mixed retail w/ res units	Support area	1	5,980	Unfinished	Masonry bearing walls	7.00	D (FR)	Fair
HVAC	Component Description		Count	Stops	Area (sf)	Area (%)	Quality		
	Hot water				2,800	31.9%	D (FR)		

Building Permits				
Issued	Permit #	Purpose	\$ Amount	Completed
12/5/2019	20191475	Replace furnace, Chiropractic	\$3,768	12/31/2019
12/7/2018	20181281	Replace furnace	\$3,100	12/30/2018
9/21/2017	20170687	Remodel, waiting room	\$23,000	4/27/2018
1/14/2016	16-0027	Outdoor sign, replacement	\$1,200	3/15/2016
10/20/2015	15-0664	Install sinks at 1307 Strongs	\$600	12/31/2015
10/7/2014	14-0561	Bathroom remodel at 1201 Main	\$10,000	12/31/2014
2/1/2012	12-0039	Add outlets/circuits - CIA Com	\$1,000	1/31/2013
8/17/2010	37248	Loonies Deli & Pizzaria	\$1,000	8/17/2011
8/11/2004	32640	Repair Water Lateral	\$2,000	8/11/2005
9/30/2002	31112	Electrical	\$1,200	9/30/2003
9/3/1997	27050	Interior Renov/Remodel	\$1,300	9/3/1998
4/24/1997	26618	Construct A Room Stogy Stop	\$1,000	4/24/1998

Sales History		
Date	Price	Type
4/10/2014	\$285,000	Valid improved sale

Administrative Staff Report

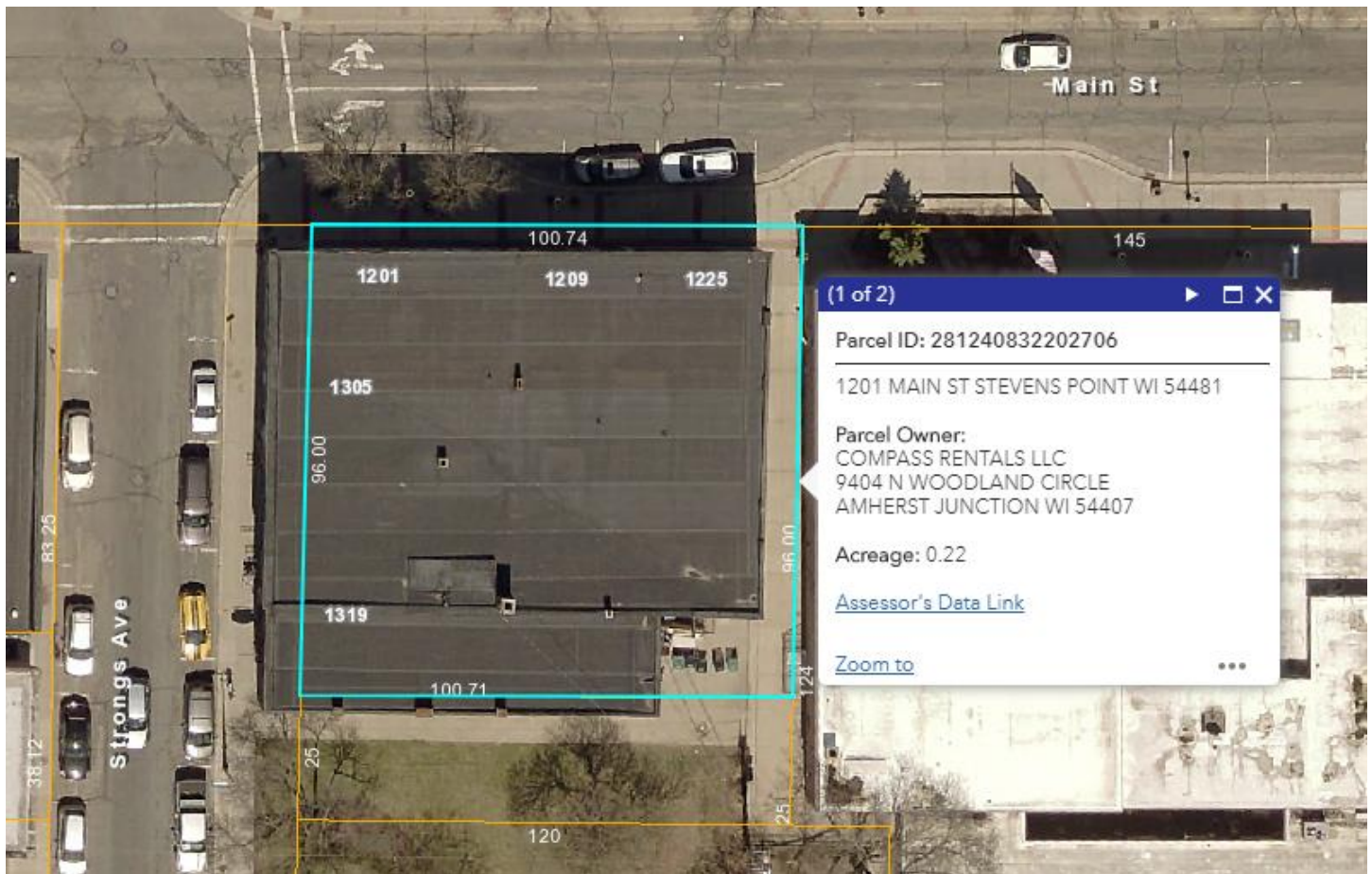


Façade Grant & Design Review 1201 Main Street November 11, 2020

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

Applicant(s): - Jenna Becker Staff: - Adam Kuhn, Associate Planner akuhn@stevenspoint.com Parcel Number(s): 281240832202706 Zone(s): "B-3" Central Business District Council District: - District 1 – Ald. Jennings Lot Information: 2408-32-2015-06 - Actual Frontage: 196 feet - Effective Depth: 96 feet - Square Footage: 9,668 - Acreage: 0.222 Structure Information: - Year Built: 1895 (125 years) - Number of Stories: 2 Current Use: - Commercial / Residential Applicable Regulations: - Chapter 22 - Downtown Design Guidelines - Façade Grant Guidelines	Request Request from Jenna Becker for a façade improvement grant and design review to replace existing second story windows, repair chimney, repair loose brick and other general improvements at 1201 Main Street (Parcel ID 281240832202706) Attachment(s) - Application - Renderings / Photo's - Bids City Official Design Review / Historic District - Mathias Mitchell Public Square District Staff Recommendation Approve the design review and façade improvement grant request in the amount of \$26,253.38 for the property at 1201 Main Street, subject to the following conditions: - Gentle means shall be used when cleaning masonry prior to tuckpointing and other general maintenance; only organic non-toxic chemicals shall be used to clean. - Powerwashing or sandblasting shall be prohibited on any building components. - Type N mortar shall be used between masonry. - Window openings shall not be expanded beyond their original size. - The applicant shall submit final details regarding chimney repair, to be reviewed and approved by staff and the chairperson. - Staff shall have the authority to review and/or approve minor amendments to the project. - Applicable building permits shall be obtained. - All work shall be completed within one year. - The project shall adhere to Façade Improvement Grant Program guidelines. - No funds shall be disbursed until the project is fully completed. - The maximum City participation shall not exceed 40% of the total project cost of the bids and work approved.
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Vicinity Map



Scope of Work

The applicant, Jenna Becker, is requesting a façade grant and design review approval to perform exterior improvements to the building at 1201 Main Street. The proposal includes the following improvement activities:

- Replacement of second story windows.
- Repair deteriorated and cracked mortar joints around the entire building.
- Repair loose brick along the façade of the building.
- Repair deteriorating chimney.

Should the request be approved by the Commission, it is the applicant's intent to complete the proposed work by May of 2021.

CHAPTER 22: HISTORIC PRESERVATION

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

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

Upon the filing of any request for a design review certificate with the commission, the commission shall review the

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

Guidelines of Review (numbers below pertain to the pertinent guideline standards)

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

WINDOWS (Sec. 3.4)

- 1. Retain and preserve historic windows and doors. All elements associated with historic windows and doors should be retained and preserved including frames, trim, sashes, muntins, glass, lintels, shutters, and hardware.**

Analysis: The applicant is requesting to replace second floor windows on the building. All proposed window trim appears to be anodize aluminum. Likewise, the proposal includes 40 single hung windows with a bronze painted exterior and 21 stationary windows also with a bronze painted exterior. Aluminum wrapping and caulking around the windows are also proposed.



Findings: Other properties within the downtown utilize a grid design, which adds to the character of the façade. By proposing a bronze colored exterior, it complements the exterior façade of the building and does not divert from the existing design of the building.

- 3. If the replacement of a window or door unit is necessary, the new unit should be replaced to match the original in size, scale, material, detail, pane and/or panel configurations. Exterior aluminum clad is permitted to be installed on new wooden windows.**

Analysis: The proposal includes 40 single hung windows with a bronze painted exterior and 21 stationary windows.

Findings: The proposed window units will not deviate from the existing windows in terms of size, scale, material, detail, pane and panel configurations. Should deviations from the proposal occur, it would require the review and approval by the Commission.

Roofs (Sec. 3.5)

- 2. Character-defining elements of historic roofs should be retained and preserved including dormer windows, chimneys, turrets, cupolas, and parapet walls. Eave overhangs, moldings and trim, and soffit boards should also be retained and preserved.**

Analysis: The applicant proposes to repair the exterior of the chimney as it is in a deteriorating condition. Pursuant to Chapter 22.08(2)(c) of the City's Code of Ordinances, "the deterioration of external chimneys" are

mentioned as a condition that property owners of historic buildings should strive to repair.

Findings: Given that the chimney is in a deteriorating condition, staff is supportive of this request as means of preserving the historic character of the building. Staff would request that the applicant submit additional information on the scope of work proposed to repair the chimney, subject to the approval of staff and the Commission's chairperson.

Façade Improvement Grant Standards

1. The project being is proposed on an existing building within the Downtown Design Review District.

Analysis: The building and property are located within the Mathias Mitchell Public Square Historic District, along with the Downtown Tax Incremental Financing District.

Findings: Although the building and property does not fall within the Downtown Design Review District, it does fall within the Tax Incremental Finance District VI, thus meeting eligibility.

2. Restoration and rehabilitation of building exterior walls are viewable from a public street.

Analysis: The north façade faces Main Street, while the west façade faces Strongs Avenue.

Findings: This standard is met.

3. Activities proposed are part of an overall building improvement project.

Analysis: Façade improvement activities are numerous and have been indicated within this staff report.

Findings: This standard is met.



4. Structural or decorative elements should be repaired or replaced to match or be compatible with the original materials and design of the building to the greatest extent possible.

Analysis: The proposed windows are compatible with the original window design for the building. The proposed chimney repair is intended to match the existing design, with further details needed subject to the review and approval by staff.

Findings: This standard is met.

5. Applicant has obtained more than one bid from contractors.

Analysis: The applicant has submitted bids from the following contractors: Melum Masonry, Whelihan Glass LLC, A & I Exteriors and Home Improvements LLC, and Don Dulak & Son Masonry Inc.

Findings: This standard is met.

6. Matching grant assistance shall not exceed \$30,000 unless approved by the Common Council.

Analysis: The applicant has requested \$33,401.25 in matching grant assistance requested.

	Improvements	Contractor			
		Melum Masonry	Whelihan Glass LLC	A & I Exteriors and Home Improvements LLC	Don Dulak & Son Masonry Inc.
1.	Repair chimney, repair damaged bricks, repair mortar joints	\$15,200.00			\$28,500.00
2.	Replace second story windows		\$54,648.47	\$50,433.46	
	TOTAL	\$15,200.00	\$54,648.47	\$50,433.46	\$28,500.00
	Lowest Bid(s)	\$15,200.00		\$50,433.46	
	TOTAL Project Cost	\$65,633.46			
	40% of Total Project Cost	\$26,253.38			

Findings: The applicant has provided bids for all proposed improvements. When taking the lowest bids into account, the project totals \$65,633.46, of which 40% is \$26,253.38. This standard is met.

- 7. The applicant is current on all real estate and personal property taxes, has provided proof of insurance, and has no outstanding amounts owed to the City of Stevens Point.**

Analysis: Proof of insurance has been provided and the applicant does not owe money to the City.

Findings: This standard is met.

- 8. The project meets all components outlined within the Downtown Design Guidelines.**

Analysis: The design standards that apply to this request are met.

Findings: See the above section where the design guidelines are further analyzed.

- 9. The project conforms to all zoning regulations within Chapter 23 of the Revised Municipal Code.**

Analysis: All zoning regulations are met.

Findings: Staff would recommend that applicable building permits be obtained by the applicant, meeting building code standards.

Ranking of Projects for Grant Funds

The ranking of projects are not applicable as this is a single applicant request and is not competing against others. Grant funds are available to meet the request of the applicant. Ranking criteria can be further discussed at the meeting if requested by the Commission.

Conclusion

In conclusion, staff recommends approving the request for a façade grant and design review, subject to the conditions outlined above. The overall project is intended to not only respond to deteriorating conditions on the building's façade, but also preserve the historical features of this 125 year-old building.

Building Images





Department of Community Development
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



Adam Kuhn
Associate Planner/Zoning Administrator
Ph: (715) 346-1567
Fax: (715) 346-1498
akuhn@stevenspoint.com
stevenspoint.com

Façade Improvement Grant Program Application

ADMINISTRATIVE SUMMARY (Staff Use Only)

Date Submitted		Date Reviewed		Approved	Yes ☐ (\$ _____) No ☐
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APPLICANT/OWNER INFORMATION

APPLICANT INFORMATION		Owner Information (Same as Applicant? ☐)	
Applicant Name	Joel & Jenna Becker	Contact Name	Joel & Jenna Becker
Address	1201 Main Street	Address	9404 Woodland Cir.
City, State, Zip	Stevens Point, WI 54481	City, State, Zip	Amherst Jct.
Telephone	715.630.6222	Telephone	715.630.6222
Cell	" "	Cell	" "
Fax	NA	Fax	NA
Email	jenna.eschenbauch@gmail.com	Email	jenna.eschenbauch@gmail.com

PROJECT SUMMARY

Scope of Work to be Undertaken (attach contractor estimates, if available)	
Tuck Pointing of Brick Replacement of Second Story Windows.	
Describe the Positive Impact Your Project will Bring to Stevens Point	
Our Building is a historical landmark and we feel that protecting its integrity with these necessary improvements is important to the community, as well as providing a solid and safe building for our tenants and their small local businesses.	
Total Cost of Project Improvements	Amount of Matching Grant Assistance Requested
\$83,503.11	\$33,401.25
Estimated Start Date	Estimated Completion Date
2.01.2020	5.01.2021
Number of Commercial Tenant Spaces Within the Building	Number of Residential Tenant Spaces Within the Building
5 Commercial/ 3 art studios	0

EXHIBITS (The following materials must accompany your application in order to be considered for matching grant assistance funding)

Complete detailed list of project revenues and expenses.	☐	Additional Exhibits If Any (List):
Two bids from qualified contractors detailing the cost of the work to be done.	☒	
Drawings detailing all of the work to be completed as part of the project.	☐	
A description/sample of project materials and colors.	☐	
Proof of insurance.	☒	
Must be current on all real estate and personal property taxes.	☒	
No outstanding amounts owed to the City of Stevens Point.	☒	

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Signature of Applicant	Date	Signature of Property Owner (If not the Applicant)	Date
	10/13		10/13/2020

Jules Melum <melummasonry@gmail.com>

Jul 9, 2020,
4:08 PM

to me, Joel

Hello Joel and Jenna,

As of today 7/9/2020 this estimate is current for tuckpointing and repair work to be done on your property at 1201 Main Street. Our estimate is for \$15,200.

That would be for approximately 1,128 square feet of deteriorated/cracked mortar joints around the entire building. A hole in the brickwork on the East wall approximately 3'x2'. Caulking approximately 140 linear feet of joints below support beams for waterproofing purposes. And repair to a chimney located on the roof. All damaged mortar joints will be ground out and replaced with new white mortar. Any bricks replaced will be matched to the closest available replacement. Any caulk used will match surrounding color to the best of our ability.

This estimate includes cost to cover the rental and use of a lift. Any permits required by the city or other entities are the responsibility of the building owners.

I hope this will suffice for your purposes. Please let me know if there is anything else we can do in the meantime.

Thank you,
Jules Melum
Melum Masonry
(715)445-1941



Whelihan Glass, LLC.

2541 Patch Street
Stevens Point, WI 54481

Phone # 715-544-0888 whelihanglass@gmail.com

Estimate

Date	Estimate #
3/8/2017	896

Name / Address
Jenna Eschenbauch 1225 Main St. Stevens Point, WI 54481

			Project
Description	Qty	Rate	Total
40 - Single Hung, Bronze painted exterior, Beige interior vinyl windows		51,799.50	51,799.50T
21 - Stationary, Bronze painted exterior, Beige interior vinyl windows			
*Pricing includes, removal of existing wood windows, installation of new windows.			
**Aluminum wrapping and caulking on the exterior done by others			
UPDATED 9/24/2020		5.50%	2,848.97
Thank you for allowing me to bid this project for you		Total	\$54,648.47
Fax # 715-544-0720			

A & I EXTERIORS AND HOME
IMPROVEMENTS LLC

N1984 WEST RD
WAUPACA, WI 54981

Phone # 715-412-1395
Fax # 715-256-9282

Date	Estimate #
2/11/2017	1499

Estimate

Name / Address
JENNA ESCHENBAUCH

			Project
Description	Qty	Cost	Total
DOUBLE HUNG,WHITE INTERIOR /BRONZE EXTERIOR STANDARD LOW E/ARGON/FULL SCREEN /NIGHT LATCH/ (36"X56")	6	330.58	1,983.48
DOUBLE HUNG,WHITE INTERIOR /BRONZE EXTERIOR STANDARD LOW E/ARGON/FULL SCREEN /NIGHT LATCH (40 1/2" X 66")	12	324.85	3,898.20
DOUBLE HUNG,WHITE INTERIOR /BRONZE EXTERIOR STANDARD LOW E/ARGON/FULL SCREEN /NIGHT LATCH/ (28" X 66")	8	330.58	2,644.64
DOUBLE HUNG,WHITE INTERIOR /BRONZE EXTERIOR STANDARD LOW E/ARGON/FULL SCREEN /NIGHT LATCH (24 " X 46 1/2")	1	330.58	330.58
DOUBLE HUNG,WHITE INTERIOR /BRONZE EXTERIOR STANDARD LOW E/ARGON/FULL SCREEN /NIGHT LATCH(45 1/2"X 66")	18	345.12	6,212.16
DOUBLE HUNG,WHITE INTERIOR /BRONZE EXTERIOR STANDARD LOW E/ARGON/FULL SCREEN /NIGHT LATCH (30"X78 ")	4	330.55	1,322.20
PICTURE WINDOW ,WHITE INTERIOR /BRONZE EXTERIOR STANDARD LOW E/ARGON /NIGHT LATCH (45 1/2 "X 16")	30	220.45	6,613.50
DUMP FEE	1	700.00	700.00
INSTALL 79 REPLACEMENT WINDOWS INTO EXISTING	79	125.00	9,875.00
REPAIR ANY MINOR ROTTED WOOD AS NEEDED .			
WRAP 79 REPLACEMENT WINDOWS IN BRONZE TRIM	79	125.00	9,875.00
COIL TO MATCH WINDOWS EXTERIOR COLOR ,CAULK ,SPRAY FOAM, AND TRIM IN COIL STOCK AS NEEDED TO TRY AND KEEP EXISTING LOOK AS MUCH AS POSSIBLE			
LIFT USAGE	1	1,000.00	1,000.00
WINDOW UPCHARGE FROM 2/11/2017	1	5,978.70	5,978.70
50% DUE UPON SIGNING FOR PURCHASE OF MATERIALS. <i>ESTIMATE EXPIRES 15 (FIFTEEN) DAYS FROM DATE OF ESTIMATE.</i>		Total	

AUTHORIZED SIGNATURE_____Customer Signature

A & I EXTERIORS AND HOME
IMPROVEMENTS LLC

N1984 WEST RD
WAUPACA, WI 54981

Phone # 715-412-1395
Fax # 715-256-9282

Date	Estimate #
2/11/2017	1499

Estimate

Name / Address
JENNA ESCHENBAUCH

			Project
Description	Qty	Cost	Total
THIS ESTIMATE INCLUDES ,LABOR, AND TAXES. ALL ALUMINUM AND STEEL RELATED TO THIS JOB(SCRAP AND TEAR OFF) WILL BE RECYCLED BY A&I EXTERIORS AND IS FIGURED INTO THE PRICE OF THE REMOVAL OF ALL OF THE JOB RELATED DEBRIS A & I EXTERIORS WILL WARRANTY A TEN (10) YEAR LABOR WARRANTY ON ANY DEFECTS DUE TO IMPROPER INSTALL, ANYTHING BEYOND OUR CONTROL SUCH AS WEATHER RELATED, OR ABUSE WILL NOT BE WARRANTED. WORK TO BE COMPLETED IN A CONSCIENTIOUS MANNER ACCORDING TO THE STANDARD PROCEDURES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS AND CHANGE OF SIDING,WINDOW,DOOR,TRIM, SEAMLESS GUTTER, SOFFIT AND FASCIA COLORS AGREED UPON WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND A CHARGE OF \$50 PER EACH CHANGE ORDER FOR THE CONTRACT;AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES,OR ACCIDENTS,OR DELAYS BEYOND OUR CONTROL. HOMEOWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE.OUR WORKERS ARE FULLY COVERED BY WORKERS COMPENSATION INSURANCE. WE ARE FULLY INSURED WITH LIABILITY INSURANCE. A & I EXTERIORS IS A LICENSED CERTIFIED DWELLING CONTRACTOR.		0.00	0.00
50% DUE UPON SIGNING FOR PURCHASE OF MATERIALS. <i>ESTIMATE EXPIRES 15 (FIFTEEN) DAYS FROM DATE OF ESTIMATE.</i>		Total \$50,433.46	

A \$15.00 SERVICE CHARGE WILL BE ADDED EVERY TWO WEEKS TO ALL UNPAID BALANCES AFTER 5 DAYS OF JOB COMPLETION.
TO AGREE TO THE ABOVE WORK DESCRIBED PLEASE SIGN.
AUTHORIZED SIGNATURE_____Customer Signature_____

A & I EXTERIORS AND HOME
IMPROVEMENTS LLC

N1984 WEST RD
WAUPACA, WI 54981

Phone # 715-412-1395
Fax # 715-256-9282

Date	Estimate #
4/3/2018	1553

Estimate

Name / Address
JENNA ESCHENBAUCH

			Project
Description	Qty	Cost	Total
wojan aluminum frame bronze finish single hungs 36"x56"	6	545.03	3,270.18
wojan aluminum frame bronze finish single hungs 41"x66"	12	596.18	7,154.16
wojan aluminum frame bronze finish single hungs 28"x66"	8	526.85	4,214.80
wojan aluminum frame bronze finish single hungs 24"x47"	1	476.20	476.20
wojan aluminum frame bronze finish single hungs 46"x66"	18	612.35	11,022.30
wojan aluminum frame bronze finish single hungs 30"x78"	4	598.87	2,395.48
wojan aluminum frame bronze finish single hungs 46"x17"	30	397.37	11,921.10
install and spray foam new windows	79	125.00	9,875.00
wrap new windows in trim coil to match window color and keep existing style as much as possible	79	125.00	9,875.00
dump fee	1	700.00	700.00
window price increase from 04/3/ 2018	1	6,398.89	6,398.89
lift cost		1,000.00	1,000.00
ESTIMATE EXPIRES 15 (FIFTEEN) DAYS FROM DATE OF ESTIMATE.		Total	

AUTHORIZED SIGNATURE_____Customer Signature

A & I EXTERIORS AND HOME
IMPROVEMENTS LLC

N1984 WEST RD
WAUPACA, WI 54981

Phone # 715-412-1395
Fax # 715-256-9282

Date	Estimate #
4/3/2018	1553

Estimate

Name / Address
JENNA ESCHENBAUCH

			Project
Description	Qty	Cost	Total
THIS ESTIMATE INCLUDES ,LABOR, AND TAXES. ALL ALUMINUM AND STEEL RELATED TO THIS JOB(SCRAP AND TEAR OFF) WILL BE RECYCLED BY A&I EXTERIORS AND IS FIGURED INTO THE PRICE OF THE REMOVAL OF ALL OF THE JOB RELATED DEBRIS A & I EXTERIORS WILL WARRANTY A TEN (10) YEAR LABOR WARRANTY ON ANY DEFECTS DUE TO IMPROPER INSTALL, ANYTHING BEYOND OUR CONTROL SUCH AS WEATHER RELATED, OR ABUSE WILL NOT BE WARRANTED. WORK TO BE COMPLETED IN A CONSCIENTIOUS MANNER ACCORDING TO THE STANDARD PROCEDURES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS AND CHANGE OF SIDING,WINDOW,DOOR,TRIM, SEAMLESS GUTTER, OFFSITE AND FASCIA COLORS AGREED UPON WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND A CHARGE OF \$50 PER EACH CHANGE ORDER FOR THE CONTRACT;AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES,OR ACCIDENTS,OR DELAYS BEYOND OUR CONTROL. HOMEOWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE WORKERS ARE FULLY COVERED BY WORKERS COMPENSATION INSURANCE. WE ARE FULLY INSURED WITH LIABILITY INSURANCE. A & I EXTERIORS IS A LICENSED CERTIFIED DWELLING CONTRACTOR.		0.00	0.00
ESTIMATE EXPIRES 15 (FIFTEEN) DAYS FROM DATE OF ESTIMATE.		Total	\$68,303.11

A \$15.00 SERVICE CHARGE WILL BE ADDED EVERY TWO WEEKS TO ALL UNPAID BALANCES AFTER 5 DAYS OF JOB COMPLETION.

TO AGREE TO THE ABOVE WORK DESCRIBED PLEASE SIGN.

AUTHORIZED SIGNATURE_____Customer Signature_____

Quote is good for 30 days

Don Dulak & SON MASONRY, INC
201505 ANNA RAY LANE
ROSHOLT, WI
Office (715) - 344-4705 – Shane 715-498-5524
FAX: (715)344-5933 or 715-344-4486

FOR: Jenna Eschenbach

DATE: September 25, 2020

APPROX. QUOTE: Main St. and Strongs Ave.

MATERIAL AND LABOR:

- Grind out failing mortar joints and tuckpoint with new mortar where needed
- Remove loose brick and replace where needed
- Match mortar as close as possible with premium colored mortar
- Scaffold chimney to repair
- Pressure wash if needed
- High lift rental included

\$28,500.00

Thank you

Shane Dulak VP

Don Dulak & Son Masonry, INC

No heat or winter protection in this quote
This Quote is good for 30 days from above date



BUSINESSOWNERS POLICY DECLARATIONS

CLIENT NUMBER: 0100155667 POLICY NUMBER: BOPG162734
ACCOUNT NUMBER: 544070128 FARM BUREAU NUMBER: NONE

POLICY PERIOD: 12/15/2019 to 12/15/2020 at 12:01 AM at the address of the named insured.

MAILING ADDRESS: 10080BA00019 SERVICE CENTER: 13 AGENT: 4123

COMPASS RENTALS LLC
9404 N WOODLAND CIRCLE
AMHERST JUNCTION WI 54407

ZINDA INSURANCE GROUP
PO BOX 155
2581 POST RD
PLOVER WI 54467
OFFICE: 715-341-5808

ENDORSEMENT

EFFECTIVE: 10/01/2020

NAMED INSURED:
COMPASS RENTALS LLC
9404 N WOODLAND CIRCLE
AMHERST JUNCTION WI 54407

PAY PLAN: FULL PAY

DESCRIPTION OF POLICY CHANGE

ENDORSEMENT REFLECTS CHANGE THIRD PARTY INTEREST PREMIUM FOR THIS ENDORSEMENT \$0 +

SUMMARY OF COVERAGES & PREMIUMS

Legal Entity: Limited Liability Company

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated on this policy.

BUSINESSOWNERS POLICY PREMIUM \$965

TOTAL POLICY PREMIUM: \$965

FORMS & ATTACHMENTS: BP IN 01(01-06) BUSINESSOWNERS COV FORM INDEX | BP 00 03(01-06) BUSINESSOWNERS COVERAGE | BP 01 27(01-06) WISCONSIN CHANGES | BP 01 59(08-08) WATER EXCLUSION | BP 04 12(01-06) LIMIT COV TO PREMISES/PROJECT | BP 04 17(07-02) EMP RELATED PRACTICE EXCLUSION | BP 04 30(01-06) PROTECTIVE SAFEGUARDS | BP 04 39(07-02) ABUSE OR MOLESTATION EXCL | BP 04 53(01-06) WATER BACKUP/SUMP OVERFLOW | BP 05 15(01-15) DISCLOSURE/TERRORISM RISK ACT | BP 05 17(01-06) EXCLUSION-SILICA/SILICA DUST | BP 05 26(01-15) EXCL-TERROR-NUCLEAR/BIO/CHEM | BP 05 42(01-15) EXCL-PUNITIVE DAMAGE-TERRORISM | BP 05 77(01-06) FUNGI/BACTERIA LIAB EXCLUSION | BP 05 98(01-06) AMEND INSURED CONTRACT | BP 06 01(01-07) EXCL-LOSS FROM VIRUS/BACTERIA | BP 10 05(07-02) EXCL-YR 2000 COMPUTER PROBLEMS | BP 12 03(01-06) LOSS PAYABLE PROVISIONS | C-1768(05-05) PUNITIVE DAMAGES EXCLUSION | F-772(01-03) AMENDMENT OF POLICY PROVISIONS | F-795(05-09) EQUIPMENT BREAKDOWN | F-802(06-05) TWO OR MORE COVERAGE/POLICY | F-810(01-06) BUSINESSOWNERS ADVANTAGE | F-812(02-06) ASBESTOS EXCLUSION | F-836(01-09) AMENDATORY ENDORSEMENT | F-838(08-06) LEAD EXCLUSION | F-841(06-07) NON-ACCUMULATION OF LIMITS |

BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG162734

BUSINESS PROPERTY COVERAGES

PROPERTY AND OPTIONAL/GLASS COVERAGES DEDUCTIBLE: \$2,500

LOCATION 1 BUILDING 1: 2808-2810 FRONTENAC AVENUE STEVENS POINT WI 54481

CONSTRUCTION: FRAME
PROTECTION CLASS: 2
BUSINESS DESCRIPTION: DUPLEX
COVERAGE FORM: COMPREHENSIVE

COVERAGE	LIMIT	PREMIUM
BUILDING	\$134,000	\$240
BUILDING LIMIT - AUTOMATIC INCREASE OF 4% ACTUAL CASH VALUATION		

MONEY & SECURITIES - LIMITS: INSIDE	\$5,000	Included
OUTSIDE	\$2,000	

BP 04 30 PROTECTIVE SAFEGUARDS: P-9 SMOKE AND CO ALARMS		Included
--	--	----------

LOCATION 1 BUILDING 2: 2808-2810 FRONTENAC AVENUE STEVENS POINT WI 54481

CONSTRUCTION: FRAME
PROTECTION CLASS: 2
BUSINESS DESCRIPTION: DETACHED GARAGE
COVERAGE FORM: COMPREHENSIVE

COVERAGE	LIMIT	PREMIUM
BUILDING	\$35,000	\$63
BUILDING LIMIT - AUTOMATIC INCREASE OF 4% ACTUAL CASH VALUATION		

MONEY & SECURITIES - LIMITS: INSIDE	\$5,000	Included
OUTSIDE	\$2,000	

BP 04 30 PROTECTIVE SAFEGUARDS: P-9 SMOKE AND CO ALARMS		Included
--	--	----------

LOCATION NUMBER 1 PREMIUM:	\$303
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LOCATION 2 BUILDING 1: 1225 MAIN STREET STEVENS POINT WI 54481

CONSTRUCTION: FRAME
PROTECTION CLASS: 2
BUSINESS DESCRIPTION: CHIROPRACTOR OFFICE, BICYCLE SHOP, WATCH SHOP, MISC SHOP
COVERAGE FORM: COMPREHENSIVE

COVERAGE	LIMIT	PREMIUM
BUILDING	\$428,000	\$531
BUILDING LIMIT - AUTOMATIC INCREASE OF 4% ACTUAL CASH VALUATION		

OPTIONAL COVERAGE, COVERAGE EXTENSIONS OR ADDITIONAL COVERAGES

BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG162734

MONEY & SECURITIES - LIMITS: INSIDE	\$5,000	Included
OUTSIDE	\$2,000	
LOCATION NUMBER 2 PREMIUM:		\$531
PROPERTY ENDORSEMENTS		
BP 04 53 WATER BACK-UP AND SUMP OVERFLOW LOCATION 1	\$5,000	\$22
BP 04 53 WATER BACK-UP AND SUMP OVERFLOW LOCATION 2	\$5,000	\$19
EQUIPMENT BREAKDOWN		\$90
POLLUTANT CLEAN-UP AND REMOVAL	\$250,000	
REFRIGERANT CONTAMINATION	\$250,000	
SPOILAGE	\$250,000	
TOTAL PROPERTY ENDORSEMENT PREMIUM:		\$131
TOTAL PROPERTY PREMIUM:		\$965

LOSS PAYABLE PROVISION
LOC 1 BLDG 1 FIRST MORTGAGEE - BUILDING
LOAN # 40162334
PREVAIL BANK
PO BOX 239
MEDFORD WI 54451
TYPE: MORTGAGEE

LOSS PAYABLE PROVISION
LOC 1 BLDG 2 FIRST MORTGAGEE - BUILDING
LOAN # 40162334
PREVAIL BANK
PO BOX 239
MEDFORD WI 54451
TYPE: MORTGAGEE

LOSS PAYABLE PROVISION
LOC 2 BLDG 1 FIRST MORTGAGEE - BUILDING
PAPER CITY SAVINGS ASSOCIATION
PO BOX 339
WISCONSIN RAPIDS WI 54495
TYPE: MORTGAGEE

BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG162734

COMPREHENSIVE BUSINESS LIABILITY

LIMITS OF INSURANCE	LIMIT	PREMIUM
GENERAL AGGREGATE:	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE:	\$2,000,000	
LIABILITY AND MEDICAL EXPENSES LIMIT:	\$1,000,000	PER OCCURRENCE
PREMISE/OPERATION MEDICAL EXPENSE LIMIT:	\$5,000	PER PERSON
DAMAGE TO PREMISES RENTED TO YOU LIMIT:	\$100,000	PER OCCURRENCE
LIABILITY COVERAGE PREMIUM		Included
LIABILITY ENDORSEMENTS		
BP0412 LIMIT COVERAGE TO DESIGNATED PREMISES/PROJECT: COVERAGE IS LIMITED TO ONLY THOSE LOCATIONS SCHEDULED ON THE DECLARATION PAGES OF THIS POLICY		Included
BP0439 ABUSE OR MOLESTATION EXCLUSION		Included
BP 04 17 EMPLOYMENT-RELATED PRACTICES EXCLUSION		Included
TOTAL LIABILITY ENDORSEMENT PREMIUM:		\$0
TOTAL LIABILITY PREMIUM:		\$0

REPORT OF THE HISTORIC PRESERVATION / DESIGN REVIEW COMMISSION

November 11, 2020 – 2:00 PM
Zoom Conference Call Meeting

PRESENT: Commissioner Siebert, Alderperson Jennings, Commissioner Debauche, Commissioner McFarland, Commissioner McComb, and Commissioner Scripps.

ALSO PRESENT: Associate Planner/Zoning Administrator Kuhn, Secretary Mohr, Jenna Becker, and unidentified audience members via Virtual Zoom Meeting.

INDEX:

1. Roll Call

Discussion and Possible Action on the Following:

2. Report of the October 7, 2020 meeting of the Historic Preservation / Design Review Commission
3. Request from Jenna Becker for a facade grant and design review to replace existing second story windows, repair an existing chimney, repair loose brick and other general improvements at 1201 Main Street (Parcel ID 281240832202706)
4. Staff Update
5. Adjourn

1. Roll Call

Present: Siebert, Jennings, Debauche, McFarland

Absent: McComb, Scripps

Motion by Alderperson Jennings to assign Alderperson Jennings as temporary Chairperson; seconded by Commissioner McFarland.

Motion carried 4-0.

2. Report of the October 7, 2020 meeting of the Historic Preservation / Design Review Commission

Motion by Alderperson Jennings to approve the report of the October 7, 2020 meeting of the Historic Preservation / Design Review Commission; seconded by Commissioner McFarland.

Motion carried 4-0.

3. Request from Jenna Becker for a facade grant and design review to replace existing second story windows, repair an existing chimney, repair loose brick and other general improvements at 1201 Main Street (Parcel ID 281240832202706)

Associate Planner/Zoning Administrator Kuhn provided a summary of the request:

1. Applicant seeking for design review and façade improvement grant approval for exterior improvements:

- a. Replacement of second story windows.
 - b. Repair of deteriorated/cracked mortar, and loose bricks on building.
 - c. Repair of deteriorating chimney.
2. Reviewed material specifics and aerial of property.
3. Review of improvement costs and total reimbursement amount.
4. Applicant was available to answer questions if willing.
5. Reimbursement funds wouldn't be dispersed unless the project was completed which provided an extra safeguard that the work would be done in accordance to the requirements and design guidelines.

Commissioner McComb arrived at 2:04 PM

Commissioner Scripps arrived at 2:06 PM.

Commissioners had the following comments:

1. Landlords/property owner had failed to maintain building and was using façade grant to perform maintenance work that should have been done for a long time. However, building was significantly impacting the downtown area, so while there was frustration due to maintenance neglect, saw that City assistance could be a motivator to fix up property.
2. Inquiry as to why the chimney was being included as it was not part of the façade, nor visible from the street. Staff noted that the chimney was a structural component to the building, and provided to the overall aesthetic and feel, adding that the applicant would need to submit a detailed plan to state overall intent of repairs.
3. Inquiry if the boarded windows on the south façade would be replaced, as well as the first level main doors.
4. Heard horror stories of previous owner, neglect, and condition. Glad to hear new owner seemed to be caring for the property and repairing it.
5. Inquiry if remaining (3) chimneys would also be repaired.
6. Asked the applicant to elaborate on the interior repair work that had been performed.
7. Inquiry as to whether the upper level was occupied, and if not, if there were plans to occupy the space.
8. Statement regarding the clarification of new ownership, noting that they looked forward to the work the applicant was proposing.
9. Comment of the overall proposal being a good candidate for the façade grant.

Jenna Becker, applicant, provided the following details regarding comments and inquiries:

1. Everything on second floor that was boarded would be replaced.
2. Several doors and windows on the first floor had already been replaced on the first floor.
3. Had not been owner of the building for very long, however they had already remodeled several of the spaces, as well as had done some plumbing and electrical work.

4. Applicant had not tackled exterior work due to the sheer cost, noting the exterior had at least 60 windows.
5. Committed to the downtown and wanted to return building condition to a good state.
6. Had not personally been on the roof, but contractor had quoted for any deteriorated items or brick needing repair. Did not believe chimney was used aside as maybe a chase.
7. Noted that they had performed interior remodel of 3 tenant spaces, as well as plumbing, electrical, window and door replacements.
8. Upper level was not heated and did not believe area could be converted to apartment use. Currently rented space as art studio/storage for (3) UW-SP professors.

Motion by Commissioner Debauche to approve the request from Jenna Becker for a facade grant and design review to replace existing second story windows, repair an existing chimney, repair loose brick and other general improvements at 1201 Main Street (Parcel ID 281240832202706) with the following:

1. Gentle means shall be used when cleaning masonry prior to tuckpointing and other general maintenance; only organic non-toxic chemicals shall be used to clean.
2. Powerwashing or sandblasting shall be prohibited on any building components.
3. Type N mortar shall be used between masonry.
4. Window openings shall not be expanded beyond their original size.
5. The applicant shall submit final details regarding chimney repair, to be reviewed and approved by staff and the chairperson.
6. Staff shall have the authority to review and/or approve minor amendments to the project.
7. Applicable building permits shall be obtained.
8. All work shall be completed within one year.
9. The project shall adhere to Façade Improvement Grant Program guidelines.
10. No funds shall be disbursed until the project is fully completed.
11. The maximum City participation shall not exceed 40% of the total project cost of the bids and work approved.

	Improvements	Contractor			
		Melum Masonry	Whelihan Glass LLC	A & I Exteriors and Home Improvements LLC	Don Dulak & Son Masonry Inc.
1.	Repair chimney, repair damaged bricks, repair mortar joints	\$15,200.00			\$28,500.00
2.	Replace second story windows		\$54,648.47	\$50,433.46	
	TOTAL	\$15,200.00	\$54,648.47	\$50,433.46	\$28,500.00
	Lowest Bid(s)	\$15,200.00		\$50,433.46	
	TOTAL Project Cost			\$65,633.46	
	40% of Total Project Cost			\$26,253.38	

seconded by Commissioner McComb

Motion carried 5-0.

4. Staff Update

Associate Planner/Zoning Administrator Kuhn provided the following updates:

1. Commended former Chairperson Beveridge's many years of service to the City and Historic Preservation/Design Review Commission. With Mr. Beveridge's departure, staff was looking forward to working closely with newly appointed Chairperson Siebert.
2. Staff anticipated having a first draft of the Neglect Ordinance ready for review in December or early 2021.

5. Adjourn.

Meeting adjourned at 2:25 PM.

A recording of this meeting can be viewed/heard at: <https://stevenspoint.com/365/AgendasMinutesVideos>

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

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

SECTION I: That subsection 27 of Section 9.12(q)(II) of the Revised Municipal Code, **Bicycle Lanes** is hereby **amended** to read as follows:

9.12(q)(II) 27 On the south side of Maria Drive from Union Street to Prentice Street.

SECTION II: That subsection 38 of Section 9.12(q)(II) of the Revised Municipal Code, **Bicycle Lanes** is hereby **amended** to read as follows:

9.12(q)(II) 38 On the east and west sides of Water Street from River View Avenue to Whiting Avenue.

SECTION III: That subsection 5 of Section 9.05(ag) of the Revised Municipal Code, **Two Hour Parking 7:00 A.M. to 5:00 P.M.** is hereby **created** to read as follows:

9.05(ag) 5 On the west side of Rogers Street from Clark Street to a point 30 feet south of Main Street – CenterPoint Drive, except Saturdays, Sundays, and Holidays.

SECTION IV: That subsection 6 of Section 9.05(ag) of the Revised Municipal Code, **Two Hour Parking 7:00 A.M. to 5:00 P.M.** is hereby **created** to read as follows:

9.05(ag) 6 On the north side of Ellis Street from Church Street to a point 223 feet east of Church Street, except Saturdays, Sundays, and Holidays.

SECTION V: That subsection 7 of Section 9.05(ag) of the Revised Municipal Code, **Two Hour Parking 7:00 A.M. to 5:00 P.M.** is hereby **created** to read as follows:

9.05(ag) 7 On the east side of Water Street from a point 155 feet north of Clark Street to a point 15 feet south of Main Street.

SECTION VI: That subsection 8 of Section 9.05(ag) of the Revised Municipal Code, **Two Hour Parking 7:00 A.M. to 5:00 P.M.** is hereby **created** to read as follows:

9.05(ag) 8 On the east side of Water Street from Main Street to a point 190 feet north of Main Street.

SECTION VII: That subsection 9 of Section 9.05(ag) of the Revised Municipal Code, **Two Hour Parking 7:00 A.M. to 5:00 P.M.** is hereby **created** to read as follows:

9.05(ag) 9 On the south side of Main Street from Smith Street to a point 50 feet west of Rogers Street, except Saturdays, Sundays, and Holidays.

SECTION VIII: That subsections 13, 23, 24, 25, and 26 of Section 9.05(d) of the Revised Municipal Code, **Two Hour Parking** are hereby **repealed**:

SECTION IX: That subsection 16 of Section 9.05(a) of the Revised Municipal Code, **No Parking 8:00 A.M. to 4:00 P.M.** is hereby **repealed**:

SECTION X: That subsections 19, 20, 21, 73, 126, 311, 312, and 313 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **repealed**:

SECTION XI: That subsection 23 of Section 9.05(a) of the Revised Municipal Code, **No Parking, 8:00 A.M. to 4:00 P.M.** is hereby **amended** to read as follows:

9.05(a) 23 On the north side of Fourth Avenue between Illinois Avenue and Fremont Street, except Saturdays, Sundays, and Holidays.

SECTION XII: That subsection 18 of Section 9.05(g) of the Revised Municipal Code, **No Parking** is hereby **amended** to read as follows:

9.05(g) 18 On the east side of Illinois Avenue from Clark Street to Main Street.

SECTION XIII: That subsection 168 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here to Corner** is hereby **created** to read as follows:

9.05(j) 168 On the east side of Illinois Avenue from Stanley Street to a point 72 feet south.

SECTION XIV: That subsection 169 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here to Corner** is hereby **created** to read as follows:

9.05(j) 169 On the west side of Illinois Avenue from Clark Street to a point 27 feet north.

SECTION XV: That subsection 170 of Section 9.05(j) of the Revised Municipal Code, **No Parking Here to Corner** is hereby **created** to read as follows:

9.05(j) 170 On the west side of Illinois Avenue from Main Street to a point 17 feet south.

SECTION XVI: That subsection 24 of Section 9.05(h) of the Revised Municipal Code, **No Parking Between Signs** is hereby **created** to read as follows:

9.05(h) 24 In the 900 block on the east side of Second Street North from a point 173 feet south of the entrance to Zenoff Park to a point 239 feet south.

SECTION XVII: These ordinance changes shall take effect upon passage and publication:

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

Dated: October 28, 2020
Approved: November 16, 2020
Published: November 20, 2020

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



Corey D. Ladick
Comptroller-Treasurer

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

November 11, 2020

To: City Council

Subject: Operating Budget-adjustments since initial presentation

There have been a few additional technical changes to the budget since it was presented last month, as follows:

Additional Police Officer Retirement: We have been informed of an additional police officer that plans to retire, which altered the wage and benefit lines within the police department.

Health Insurance-Open Enrollment Changes: The open enrollment period for City health insurance recently ended, and there were a few changes in health insurance enrollment for various employees (employees adding or dropping coverage). As a result, the line items for health insurance premiums in various departments were adjusted accordingly.

The complete list of changes since last month's budget presentation are attached.

Date	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount	Created Date	Created By
11/03/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1235	POLICE OFFICER'S WAGES		11,878.00-	11/03/2020	CFREEBERG
11/03/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1900	EMPLOYER CONTRIB/WISC RET.		1,494.00-	11/03/2020	CFREEBERG
11/03/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1910	EMPLOYER CONTRIB/S.S. TAX		960.00-	11/03/2020	CFREEBERG
11/03/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1930	WORKERS COMPENSATION PREM		226.00-	11/03/2020	CFREEBERG
11/03/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1950	MEDICAL INSURANCE PREM	7,558.00		11/03/2020	CFREEBERG
11/03/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.5100	INSURANCE PREMIUM PAYMENT		200.00-	11/03/2020	CFREEBERG
11/03/2020	PARKS ADJUSTMENT	100.55.50421.2926	CONTRACTED/GEN EQUIP MAINT	7,200.00		11/03/2020	CFREEBERG
11/06/2020	MUNI COURT ADJUSTMENT	100.51.20010.2203	TELEPHONE UTILITY CHARGES		13.00-	11/06/2020	CFREEBERG
11/11/2020	CHANGE IN HEALTH INSUR	100.52.18400.1950	MEDICAL INSURANCE PREM	5,864.00		11/11/2020	CFREEBERG
11/11/2020	CHANGE IN HEALTH INSUR	100.52.20100.1950	MEDICAL INSURANCE PREM	9,861.00		11/11/2020	CFREEBERG
11/11/2020	CHANGE IN HEALTH INSUR	100.52.25270.1950	MEDICAL INSURANCE PREM		11,835.00-	11/11/2020	CFREEBERG
11/11/2020	CHANGE IN HEALTH INSUR	100.53.30100.1950	MEDICAL INSURANCE PREM	19,980.00		11/11/2020	CFREEBERG
11/11/2020	CHANGE IN HEALTH INSUR	100.55.50300.1950	MEDICAL INSURANCE PREM		11,835.00-	11/11/2020	CFREEBERG
11/11/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1235	POLICE OFFICER'S WAGES		9,898.00-	11/11/2020	CFREEBERG
11/11/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1900	EMPLOYER CONTRIB/WISC RET.		1,180.00-	11/11/2020	CFREEBERG
11/11/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1910	EMPLOYER CONTRIB/S.S. TAX		757.00-	11/11/2020	CFREEBERG
11/11/2020	PD RETIREMENT ADJUSTMENT	100.52.20100.1930	WORKERS COMPENSATION PREM		187.00-	11/11/2020	CFREEBERG
Total 21:				50,463.00	50,463.00-		
Grand Totals:				50,463.00	50,463.00-		

**RESOLUTION ADOPTING THE BUDGET FOR THE
CITY OF STEVENS POINT FOR THE YEAR 2021**

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that the foregoing and annexed summary budget for the City of Stevens Point for the year 2021 be and hereby is adopted and that the same be incorporated into the minutes of this meeting.

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

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 11, 2020
Adopted: November 16, 2020

**RESOLUTION APPROPRIATING NECESSARY FUNDS FOR THE
CITY OF STEVENS POINT FOR THE YEAR 2021 AND
LEVYING TAX FOR THE YEAR 2020**

BE IT RESOLVED, by the Common Council of the City of Stevens Point, Wisconsin, that for the purpose of raising moneys necessary for general uses by the City of Stevens Point for the year 2021 there is hereby levied upon all taxable property, both real and personal, in the City, a tax in an amount sufficient to raise the amounts required by the budget for the City of Stevens Point and an irrevocable tax in the amount of \$17,251,358 for the year 2020 and that the tax rate for the City of Stevens Point for the year 2020 is estimated at \$10.16 per thousand of such assessable property in the City of Stevens Point.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 11, 2020
Adopted: November 16, 2020

**RESOLUTION PROVIDING FOR WRITING SPECIAL ASSESSMENTS INTO
THE TAX ROLL FOR 2020**

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

Descriptions and amounts for all special assessments provided for in this resolution are listed in the **SPECIAL ASSESSMENT RECORD** entered in the **TAX ROLL FOR THE YEAR OF 2020**, recorded on file in the City Clerk's Office.

APPROVED: _____
Mike Wiza, Mayor

ATTEST: _____
Kari Yenter, City Clerk

Dated: November 11, 2020
Adopted: November 16, 2020

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

November 16, 2020

Resolution No. _____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$4,170,000 General Obligation Promissory Notes, Series 2020A,
and All Related Details**

RECITALS

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

1. The Issuer needs funds to finance street reconstruction and resurfacing, the purchase of vehicles for the Public Works Department, the purchase of vehicles and equipment for the Police Department, and road and utility extensions on E.M. Copps Drive in the City’s Tax Incremental District No. 9 (collectively, the “**Project**”).
2. On October 19, 2020, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes in the principal amount of not to exceed \$4,170,000 for the purposes of the Project (the “**Initial Resolution**”).
3. Pursuant to the Initial Resolution, the Governing Body determined it to be in the best interests of the Issuer to sell the City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2020A (the “**Obligations**”) to a purchaser to be determined by competitive bid.
4. As authorized and directed by the Initial Resolution, the Issuer shall (i) cause notice of the sale (the “**Notice to Bidders**”) of the Obligations to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution, (ii) prepare, or cause to be prepared, a preliminary offering document for the Obligations (the “**Preliminary Official Statement**”) to be distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and (iii) enclose with the Preliminary Official Statement a “**Bid Form**” and the bidding terms to be used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”).
5. In accordance with the Notice to Bidders and the Notice of Sale, written bids for the sale of the Obligations will be received and delivered to the Governing Body on a date fixed in the Notice of Sale subsequent to the date of this resolution.

6. The Municipal Officers and the Treasurer (each as defined herein) are authorized pursuant to the Initial Resolution, on behalf of the Issuer, to approve the form of Preliminary Official Statement, to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

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

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

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

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

"Code" means the Internal Revenue Code of 1986, as amended.

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

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

"Debt Service Fund Account" has the meaning set forth in Section 16 hereof.

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

“**DTC**” means The Depository Trust Company.

“**Financial Officer**” means the Issuer’s Comptroller-Treasurer or, in his absence, the Mayor.

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

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

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

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

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

“**Notice of Sale**” has the meaning set forth in the recitals to this resolution.

“**Obligations**” means the not to exceed \$4,170,000 City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2020A, which will be issued pursuant to this resolution.

“**Original Issue Date**” means December 17, 2020.

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

“**Purchase Agreement**” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14 hereof.

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

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

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

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

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

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

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

Section 2. Exhibits.

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

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

Section 3. Purposes of Borrowing; Issuance of Obligations; Conditions of Issuance.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of not to exceed \$4,170,000. The Obligations will be issued pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations; Parameters.

The Obligations will be named “City of Stevens Point, Wisconsin General Obligation Promissory Notes, Series 2020A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 99% nor more than 103% of the principal amount of the Obligations (the “**Purchase Price**”).

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser’s bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Financial Officer; *provided, however*, that (i) the true interest cost of the Obligations shall not exceed 2.25% (computed taking the Purchaser’s

compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each February 1 and August 1, beginning on February 1, 2021, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The following table shows when the Obligations will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to \$200,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed \$4,170,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by the Financial Officer in accordance with the Notice of Sale.

<u>Principal Maturity Date (February 1)</u>	<u>Principal Amount</u>
2021	\$ 525,000
2026	2,620,000
2027	515,000
2028	510,000

Section 5. Fiscal Agent.

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

Section 6. Appointment of Depository.

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

Section 7. Book-Entry System.

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

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

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

Section 8. Redemption.

The Obligations maturing on and after February 1, 2027 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on February 1, 2026 and on any date thereafter. The redemption price will be 100% of any principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on February 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding sentence), as set forth in the Purchaser's bid, agreed to by the Financial Officer evidenced by the execution of the Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. Form of Obligations.

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

Section 12. Execution of Obligations.

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

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

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

Section 13. Continuing Disclosure.

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

Section 14. Sale of Obligations.

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

The Financial Officer is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Financial Officer is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

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

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

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

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

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

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2020	\$861,497.22	2024	\$ 212,250.00
2021	212,250.00	2025	2,961,750.00
2022	212,250.00	2026	768,375.00
2023	212,250.00	2027	727,750.00

Section 16. Debt Service Fund Account.

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

Section 17. Borrowed Money Fund.

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

Section 18. Official Statement.

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

Section 19. Publication of Notice.

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

Section 20. Authorization of Officers.

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

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

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

Section 21. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as “qualified tax exempt obligations” for purposes of Section 265(b)(3) of the Code.

Section 22. Tax Law Covenants.

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

Section 23. Further Authorization.

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

Section 24. Conflict with Prior Acts.

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

Section 25. Severability of Invalid Provisions.

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

Section 26. Resolution Effective upon Adoption and Approval.

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

* * * * *

Adopted: November 16, 2020

Approved: November __, 2020

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

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

STATE OF WISCONSIN
CITY OF STEVENS POINT

Registered

No. R-____

\$_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	February 1, 20__	December 17, 2020	860248 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF STEVENS POINT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each February 1 and August 1, beginning on February 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on October 19, 2020, and (2) the resolution duly adopted by the governing body of the Issuer on November 16, 2020, entitled: “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,170,000 General Obligation Promissory Notes, Series 2020A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

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

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

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

The Obligations maturing on and after February 1, 2027 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on February 1, 2026 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on February 1 in the years 20__ and 20__ (collectively, the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing February 1, 20__

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

Term Notes Maturing February 1, 20__

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

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

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

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

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

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

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

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

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

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

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

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the

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

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

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

CITY OF STEVENS POINT, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: December __, 2020

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

[BOND TRUST SERVICES CORPORATION,
as Fiscal Agent]

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

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed

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

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

EXHIBIT B

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

On November 16, 2020, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Stevens Point, Wisconsin (the “City”) authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase contract relating to said borrowing. On November 30, 2020 the City entered into a purchase contract with an underwriter to whom the City agreed to sell its general obligation promissory notes in the principal amount of \$_____. It is anticipated that the note closing will be held on or about December 17, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 1515 Strongs Avenue, Stevens Point, Wisconsin between the hours of 7:30 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: December ____, 2020

/s/ Kari Yenter
City Clerk

CERTIFICATIONS BY CLERK

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

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$4,170,000 General Obligation Promissory Notes, Series 2020A,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On November 16, 2020, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting.** On November ___, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Stevens Point, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media.** On November ___, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.

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

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

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

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

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on November ___, 2020, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of November ___, 2020.

Clerk

[SEAL]

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

November 16, 2020

Resolution No. _____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$3,590,000 Taxable General Obligation Community Development Bonds, Series 2020B,
and All Related Details**

RECITALS

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

1. The Issuer needs funds to provide financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, a development incentive within the City’s Tax Incremental District No. 5 for the construction of student housing at 111 Division Street and a development incentive within the City’s Tax Incremental District No. 10 for the construction of senior housing at 1443 Water Street (collectively, the “**Project**”).
2. On October 19, 2020, the Governing Body adopted an initial resolution authorizing the issuance of taxable general obligation community development bonds in the principal amount of not to exceed \$3,590,000 for the purposes of the Project (the “**Initial Resolution**”).
3. Pursuant to the Initial Resolution, the Governing Body determined it to be in the best interests of the Issuer to sell the City of Stevens Point, Wisconsin Taxable General Obligation Community Development Bonds, Series 2020B (the “**Obligations**”) to a purchaser to be determined by competitive bid.
4. The Issuer’s Clerk caused notice of the adoption of the Initial Resolution to be given by publication in the Issuer’s official newspaper on October 23, 2020 in the manner and form directed by the Initial Resolution. The notice is made of record in these proceedings, and the Governing Body ratifies the notice.
5. The Obligations may be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or the issuance of the Obligations has been filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolution was adopted.

6. As authorized and directed by the Initial Resolution, the Issuer shall (i) cause notice of the sale (the “**Notice to Bidders**”) of the Obligations to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution, (ii) prepare, or cause to be prepared, a preliminary offering document for the Obligations (the “**Preliminary Official Statement**”) to be distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and (iii) enclose with the Preliminary Official Statement a “**Bid Form**” and the bidding terms to be used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”).

7. In accordance with the Notice to Bidders and the Notice of Sale, written bids for the sale of the Obligations will be received and delivered to the Governing Body on a date fixed in the Notice of Sale subsequent to the date of this resolution.

8. The Municipal Officers and the Treasurer (each as defined herein) are authorized pursuant to the Initial Resolution, on behalf of the Issuer, to approve the form of Preliminary Official Statement, to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

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

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

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

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

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

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

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

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

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

“DTC” means The Depository Trust Company.

“Financial Officer” means the Issuer’s Comptroller-Treasurer or, in his absence, the Mayor.

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

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

“Initial Resolution” has the meaning set forth in the recitals to this resolution.

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

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

“Notice of Sale” has the meaning set forth in the recitals to this resolution.

“Obligations” means the not to exceed \$3,590,000 City of Stevens Point, Wisconsin Taxable General Obligation Community Development Bonds, Series 2020B, which will be issued pursuant to this resolution.

“Original Issue Date” means December 17, 2020.

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

“Purchase Agreement” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14 hereof.

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

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

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

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

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

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

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

Section 2. Exhibits.

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

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

Section 3. Purposes of Borrowing; Issuance of Obligations; Conditions of Issuance.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued; *provided* that the Obligations will be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or of the issuance of the Obligations has been filed with the Issuer’s Clerk within 30 days after the date on which the Initial Resolution was adopted.. The Obligations will be fully registered, negotiable, general obligation community development bonds of the Issuer in the principal amount of not to exceed \$3,590,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations; Parameters.

The Obligations will be named “City of Stevens Point, Wisconsin Taxable General Obligation Community Development Bonds, Series 2020B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each

Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 98.75% nor more than 104% of the principal amount of the Obligations (the “**Purchase Price**”).

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser’s bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Financial Officer; *provided, however*, that (i) the true interest cost of the Obligations shall not exceed 3.25% (computed taking the Purchaser’s compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each February 1 and August 1, beginning on February 1, 2021, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The following table shows when the Obligations will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to \$200,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed \$3,590,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by the Financial Officer in accordance with the Notice of Sale.

Principal Maturity Date (February 1)	Principal Amount
2021	\$765,000
2022	510,000
2023	260,000
2024	105,000
2025	105,000
2026	110,000
2027	110,000
2028	110,000
2029	115,000
2030	115,000
2031	115,000
2032	120,000
2033	120,000
2034	125,000
2035	125,000
2036	130,000
2037	130,000
2038	135,000
2039	140,000
2040	145,000

Section 5. Fiscal Agent.

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

Section 6. Appointment of Depository.

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

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with

DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

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

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

Section 8. Redemption.

The Obligations maturing on and after February 1, 2031 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on February 1, 2030 and on any date thereafter. The redemption price will be 100% of any principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on February 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding sentence), as set forth in the Purchaser's bid, agreed to by the Financial Officer evidenced by the execution of the Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by

the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

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

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

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

Section 11. Form of Obligations.

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

Section 12. Execution of Obligations.

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

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

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

Section 13. Continuing Disclosure.

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

Section 14. Sale of Obligations.

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

The Financial Officer is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Financial Officer is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

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

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

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

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

Section 15. General Obligation Pledge; Tax Levy.

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

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

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2020	\$1,077,629.44	2030	\$385,400.00
2021	874,675.00	2031	381,675.00
2022	607,125.00	2032	373,673.00
2023	440,650.00	2033	371,668.75
2024	431,500.00	2034	365,493.75
2025	427,275.00	2035	363,942.50
2026	417,975.00	2036	357,012.50
2027	408,675.00	2037	354,696.25
2028	404,300.00	2038	352,017.50
2029	394,850.00	2039	349,053.75

Section 16. Debt Service Fund Account.

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

Section 17. Borrowed Money Fund.

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

Section 18. Official Statement.

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

Section 19. Publication of Notice.

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

Section 20. Authorization of Officers.

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

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

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

Section 21. Further Authorization.

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

Section 22. Conflict with Prior Acts.

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

Section 23. Severability of Invalid Provisions.

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

Section 24. Resolution Effective upon Adoption and Approval.

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

Adopted: November 16, 2020

Approved: November __, 2020

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

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

STATE OF WISCONSIN
CITY OF STEVENS POINT

Registered

No. R-____

\$_____

TAXABLE GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2020B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	February 1, 20__	December 17, 2020	860248 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF STEVENS POINT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each February 1 and August 1, beginning on February 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on October 19, 2020, and (2) the resolution duly adopted by the governing body of the Issuer on November 16, 2020, entitled: “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,590,000 Taxable General Obligation Community Development Bonds, Series 2020B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

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

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

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

The Obligations maturing on and after February 1, 2031 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on February 1, 2030 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on February 1 in the years 20__ and 20__ (collectively, the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing February 1, 20__

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

Term Notes Maturing February 1, 20__

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

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

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

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

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

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

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

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

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

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

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

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the

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

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

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

CITY OF STEVENS POINT, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: December __, 2020

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

[BOND TRUST SERVICES CORPORATION,
as Fiscal Agent]

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

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed

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

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

EXHIBIT B

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

On November 16, 2020, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Stevens Point, Wisconsin (the “City”) authorized the borrowing of money through the issuance of bonds and authorized certain City officials to enter into a purchase contract relating to said borrowing. On November 30, 2020 the City entered into a purchase contract with an underwriter to whom the City agreed to sell its taxable general obligation community development bonds in the principal amount of \$ _____. It is anticipated that the bond closing will be held on or about December 17, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 1515 Strongs Avenue, Stevens Point, Wisconsin between the hours of 7:30 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: December ____, 2020

/s/ Kari Yenter
City Clerk

CERTIFICATIONS BY CLERK

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

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$3,590,000 Taxable General Obligation Community Development Bonds, Series 2020B,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On November 16, 2020, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting.** On November ___, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Stevens Point, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media.** On November ___, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.

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

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

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

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

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on November ___, 2020, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of November ___, 2020.

Clerk

[SEAL]

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

November 16, 2020

Resolution No. _____

**Resolution Authorizing the Redemption of
Certain Outstanding 2013 Debt**

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

1. The City issued its \$2,085,000 Taxable General Obligation Promissory Notes, Series 2013C, dated December 30, 2013 (the “**2013C Notes**”) and its \$775,000 General Obligation Promissory Notes, Series 2013D, dated December 30, 2013 (the “**2013D Notes**”, and together with the 2013C Notes, the “**Notes**”), pursuant to separate award resolutions adopted by the Governing Body on December 9, 2013 (the “**Resolutions**”). The 2013C Notes are currently outstanding in the aggregate principal amount of \$860,000 and the 2013D Notes are currently outstanding in the aggregate principal amount of \$365,000.

2. Pursuant to the Resolutions, each of the Notes maturing in the years 2021 and after (the “**Callable Notes**”) are subject to optional redemption by the City on December 1, 2020 and on any date thereafter.

3. The City has available tax increment revenues (the “**Funds**”) in amounts sufficient to redeem the Callable Notes on December 1, 2020 (the “**Redemption Date**”).

4. It is in the best interests of the City to use the Funds to redeem Callable Notes on the Redemption Date.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body that:

Section 1 Redemption of Notes.

The Callable Notes shall be redeemed in advance of their maturity dates on the Redemption Date. The appropriate officers of the City are authorized and directed to take all actions required to redeem the Callable Notes on the Redemption Date. The City ratifies and approves any action that has been taken prior to the date of this resolution in connection with the redemption of the Callable Notes, including giving notices of the redemption of the Callable Notes in the manner required by the Resolutions.

Section 2 Use of Funds.

The appropriate officers of the City are authorized and directed to use the Funds to pay the redemption price of the Callable Notes on the Redemption Date.

Section 3 Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules, or other actions of the Governing Body or any parts thereof in conflict with the provisions of this resolution shall be, and the same hereby are, rescinded insofar as the same may so conflict. In the event that any one or more provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution. This resolution shall take effect immediately upon its adoption and approval in the manner provided by law.

Adopted: November 16, 2020

Approved: November ____, 2020

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Kari Yenter, hereby certify that I am the duly qualified and acting 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 (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing the Redemption of Certain Outstanding 2013 Debt

I do hereby further certify as follows:

1. **Meeting Date.** On November 16, 2020, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On November ____, 2020 (and not less than 24 hours prior to the meeting), I posted or caused to be posted, at the City’s offices in Sturtevant, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On November ____, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

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

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on November ____, 2020, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on November ____, 2020.

Clerk

[Seal]



MEMORANDUM

To: City Council

From: Ryan Kernosky, Director of Community Development 

Date: November 16, 2020

RE: **Development Agreement with Mid-State Technical College for Construction of the Advanced Manufacturing, Education Facility**

Background: As you may be aware, Mid-State Technical College is currently fundraising for the construction of the proposed Advanced Manufacturing, Engineering Technology, and Apprenticeship facility located on Coye Drive in the Stevens Point Industrial Park. The City, working with and on behalf of Mid-State Technical College, intends to apply for an Industrial Idle Sites Grant through WEDC. As part of that application, the City and Mid-State must be party to a development agreement. That agreement is below, and is a straight forward development agreement with no financial commitment to Mid-State.

Staff Recommendation: Staff recommends APPROVAL as presented.

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.



DEVELOPMENT AGREEMENT

City of Stevens Point, WI



DEVELOPMENT AGREEMENT – MID-STATE TECHNICAL COLLEGE DISTRICT

THIS DEVELOPMENT AGREEMENT (“Agreement”) made as of the _____ day of _____, 2020, is made by and between the **City of Stevens Point, Wisconsin**, a Wisconsin Municipal Corporation (the “City”), and Mid-State Technical College District, a Wisconsin Technical College District (“Developer”). Individually, each of the foregoing is a “Party” and collectively, they are the “Parties”.

RECITALS

WHEREAS, City desires to encourage development, eliminate blight and prevent blight within the City; and,

WHEREAS, Developer anticipates that it shall acquire the Property identified and more particularly described on Exhibit A, attached hereto (the “Property”); and,

WHEREAS, Developer has filed, or will file, with City the following plans specifications, documents and exhibits (“Plans and Specifications”) if and as required by City, for the development of the Property and for making other improvements, it being acknowledged some may be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A scale plot plan showing the location, type and size of the proposed use for the Property to be improved by Developer as provided herein, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space and landscape plans, including a statistical table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit B.
2. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit C.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

“Advanced Manufacturing Educational Facility” means the proposed Mid-State Technical College Advanced Manufacturing, Engineering Technology, and Apprenticeship Center;

“Developer” means Mid-State Technical College District and its successors and assigns;

“Effective Date” means the final signing date of this Agreement by Parties;

“City” means the City of Stevens Point, Wisconsin;

“Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by City;

“Project” means the development of the Property, including any public or site related improvements (e.g. on-street parking, right-of-way work, utility work, etc.), needed for the development, in accordance with the Plans and Specifications;

“Property” means the Property identified and more particularly described on Exhibit A, attached hereto;

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of City. City makes the following representations and warranties:

(1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) City makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Developer’s purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by City and no other or further acts or proceedings of City. This Agreement constitutes the legal, valid, and binding agreement and obligations of City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity.

Section 2.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a Wisconsin Technical College District and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) Developer intends to cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code, historical district and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) Developer intends to use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances, historical requirements and regulations which must be met before the Project may be lawfully implemented.

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Section 3.1 Developer's obligation to conclude the transaction contemplated herein shall require the satisfactory completion, in Developer's sole discretion, of each of the following conditions:

(1) Acquisition of the Property by the Developer no later than December 31, 2022 ("Closing Date").

(2) Securing sufficient funding to pay the costs of construction of the Project.

(3) Issuance of all approvals and authorizations required for the construction of the Project, including issuance of land use and building permits by the City and approvals of the Wisconsin Technical College System and the Developer's district board.

ARTICLE IV

UNDERTAKINGS BY DEVELOPER AND CITY

Section 4.1 Developer Obligations. Developer undertakes the following obligations, in consideration of City's obligations in Section 4.2, below.

(1) Developer shall make all reasonable efforts to construct an Advanced Manufacturing Educational Facility as outlined in the proposal within Exhibit C. The Project will be developed under the Plans and Specifications prepared by the Developer and approved by City, such approval not to be unreasonably withheld, conditioned or delayed.

(2) Developer shall pursue work activities on the Property and shall complete the Project on the Property so as to obtain occupancy permits in accordance with state and local codes.

(3) Developer agrees to develop the Property as shown on Exhibit C, and all buildings and structures on the Property in accordance with the Plans and Specifications, as filed and approved in final form by City. However, during the progress of the Project, Developer may make changes, in writing, to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further Developer's development objectives; provided, however, any such change shall comply with all applicable laws of City and Developer may not make any change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). If a change is required to be approved by the City, City agrees to consider and approve or reject any proposed change within 30 days after submittal by Developer to City or such approval is deemed given; provided, if City's approval is needed within a shorter period of time due to Developer's construction schedule or its obligations under Sections 4.1(1), (2) or (3) above, City shall provide such approval or rejection within 10 days of request, and City will reasonably cooperate with Developer to facilitate and expedite such review process. However, if a proposed change is required to be reviewed and approved by a City committee and/or Common Council, such request will be considered and acted upon at the next available meeting of such City committee or Common Council. Such requests for approval shall be submitted to the City Director of Community Development, as representative of City.

(4) Developer further agrees to the following:

a) At Developer's expense, Developer shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably necessary to determine boundaries and utility locations, what may be required by the City Surveyor or his designee.

b) At Developer's expense, a survey or plat of the Property will be prepared for approval by the City Zoning Administrator, or his designee, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

c) Developer shall provide easements requested or required by the City, Wisconsin Public Service, and other public utility organizations.

d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property by Developer without City's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The definition of structure shall be the definition contained within the City Zoning Ordinance.

Section 4.2 City Obligations. City undertakes the following obligations, in consideration of the obligations of Developer in Section 4.1, above.

(1) City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City Ordinances.

(2) City shall work with Developer with making an application for the Wisconsin Economic Development Corporation Industrial Idle Sites Grant program.

The City Obligations is conditioned upon Developer's compliance with Sections 4.1(2), (3) and (4) herein.

ARTICLE V COVENANTS RUNNING WITH THE LAND & TERM OF THIS AGREEMENT

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VI REMEDIES

Section 6.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 6.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

(1) Injunctive relief,

- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence or complete the Project.

Section 6.3 Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 6.4 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 6.5 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 6.6 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days of the request for mediation; either Party may apply to Portage County Circuit Court, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

ARTICLE VII AMENDMENT

This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 8.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 8.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 8.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 8.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 8.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 8.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Developer is addressed to or delivered personally to:

Mid-State Technical College District
500 32nd Street North
Wisconsin Rapids, WI 54494

- (b) in the case of City is addressed to or delivered personally to:

City of Stevens Point
1515 Strongs Ave.
Stevens Point, WI 54481
Attn: City Clerk

Section 8.9 Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, pandemic or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 8.10 Term. The term of this Agreement shall commence on the Effective Date. If any condition precedent to Developer’s obligations, as stated at Article III herein, shall not be completed and satisfied, this Agreement shall terminate and be of no further force or effect.

Section 8.11 Assignment. Nothing herein shall prevent Developer from assigning its rights in this Agreement to another entity, as long as Developer receives written consent of the City, and as long as said entity consists of the same owners as Developer, and such transferee agrees to be bound by the provisions of this Agreement as if such transferee were an original signatory hereto.

Section 8.12 Cooperation with Grants. If necessary, Developer shall work with and cooperate with City in providing data and information necessary for City to comply with the provisions or requirements in connection with a State or Federal grant or other funding applicable to and benefiting the Development.

Section 8.13 Recording. The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement. The memorandum shall be removed once the term of the agreement is completed.

Section 8.14 No Personal Liability. Notwithstanding anything herein, no member, shareholder, director, partner, manager, officer, representative, agent or employee of Developer shall have any personal liability under this Agreement, whether to City or otherwise, including, without limitation, as a result of a default or breach by Developer, or for any amount which becomes owing hereunder by Developer, or any obligation not performed by Developer.

Signatures on following pages

THE CITY OF STEVENS POINT, WISCONSIN

BY: _____

Honorable Mike Wiza, its Mayor

Attest:

Kari Yenter, its City Clerk

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 20_____, Mike Wiza, Mayor, and Corey Ladick, Acting City Clerk, of the above-named City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Acting City Clerk, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

Notary Public, State of Wisconsin

My commission expires: _____

MID STATE TECHNICAL COLLEGE DISTRICT

A Wisconsin Technical College District

Date: _____

By: _____

Dr. Shelly Mondeik, its President

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 20____, Dr. Shelly Mondeik, President of the above-named Technical College District, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said Technical College District, and acknowledged that she executed the foregoing instrument on behalf of said Technical College District, by its authority.

Notary Public, State of _____

My commission expires: _____

This Document Drafted By:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
PLOT PLAN

EXHIBIT C
ARCHITECTURAL DRAWINGS



MEMORANDUM

To: City Council

From: Ryan Kernosky, Director of Community Development 

Date: November 16, 2020

RE: **Development Agreement between the City of Stevens Point and General Capital Group for the redevelopment of 1300 Maria Drive (Convent)**

Background: Enclosed is the development agreement between the City of Stevens Point and General Capital Group for the redevelopment of 1300 Maria Drive (Convent). The following are the major points of the development agreement:

- 1) The developer must be awarded the WHEDA 2021 Housing Tax Credit program, expected to be awarded on or before May 15, 2021. If the developer is not awarded the Housing Tax Credits, the developer may choose to terminate the agreement.
- 2) Developer will commence construction no later than April 1, 2022, and will complete the project no later than July 1, 2023.
- 3) The developer would guarantee a minimum tax payment of \$166,500/year, which is equal to a \$7.5 million valuation at current tax rates.
 - a. Please note: this does not mean that the assessed value of the property will be \$7.5 million. The developer would have to pay whatever the difference is between the actual taxes due and the minimum tax payment of \$166,500/year.
- 4) The development agreement includes a personal guaranty on the performance and tax increment payment obligations.
- 5) Developer will, within 30 days of closing on the property, provide a Certified Survey Map creating a new lot of 1.72 acres in the south east corner of the property for public park purposes.

www.stevenspoint.com

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- 6) Developer will, within 30 days of closing on the property, provide an easement or provide additional right of way to the City for the construction of the multi-use path along the north side of Maria Drive.
- 7) The City will provide \$2,250,000 in TIF support to the developer within 60 days of the occupancy permit being issued for the project. The City would only provide this TIF support if the Convent and townhome development is completed.
 - a. Staff prefers to see TIF support not exceeding a 30% incentive-to-value ratio of a development. \$2.25 million is 30% of \$7.5 million (with a property tax payment of \$166,500).
 - b. The City's debt service of \$2.25 million at 2.50% interest will be roughly \$144,331/year. By requiring a minimum payment above the debt service, it allows the City some additional increment to perform other projects within the district (excess increment over the life of the TIF with just this deal is expected to be around \$1.44 million).
- 8) For the years 2021-2040, if the actual taxes due exceed \$166,500 the City will return the amount over \$166,500 to the developer. The initial projection is that the property will have less than \$166,500 in actual taxes due, so this provision may not be of much consequence from the City's perspective. However, the developer needs to have certainty on the tax expenses in order to underwrite the project.

The “But-for” Test: This development would not happen *but for* the City's financial assistance. The developer expects the asbestos remediation in the convent to cost around \$1.2 million, just over half of the total incentive offered. The remaining incentive will assist in the retrofit of the convent to housing, infrastructure, and other development costs associated with the project. Given the tight margins on tax-credit deals like this, the developer has stated the project is not feasible without the support from the City.

Other Considerations: The future market-rate development that occurs to the west of the convent will likely receive minimal City assistance and will bring in more tax revenue for the TIF as opposed to additional tax-credit housing. While providing such a large incentive on the convent may seem burdensome, staff feels the future development of the site will ensure the financial success of the TIF.

Finally, the convent is an important historical and cultural building in the City. The Sisters and General Capital have a purchase agreement to transfer the property. If a TIF deal is not put together, the purchase agreement is likely voided. We need to ensure the future of the convent is not like that of other historic structures in the City (read: Fox Theatre), and the best way to do this through economic development.

Staff Recommendation: Staff recommends APPROVAL of the attached document. Please note that there may be some minor changes as we finalize the plan, but those changes are unlikely to impact the overall spirit of the development agreement.

TIF Request with Payment & Excess Revenue

Stevens Point LIHTC TIF Request									
Am Period		20				Maximum Leverage of TIF	30%		
Interest Rate		2.50%				Guaranteed Value at Leverage	\$ 7,500,000		
TIF Amount		\$ 2,250,000				Mill Rate	\$ 22.20		
Annual Payment		(\$144,331)				Annual Stipulated Tax Pmnt	\$ 166,500		
YEAR		TIF Outstanding	Payment	Principal	Interest	TIF Outstanding after Pmnt	Annual Tax	Toward DS	Excess Annual Tax Proceeds
2021	1	\$ 2,250,000	\$0	\$0	\$ -	\$ 2,250,000	\$ 166,500	(\$144,331)	\$ 22,169
2022	2	\$ 2,250,000	\$144,331	\$88,081	\$ 56,250	\$ 2,161,919	\$ 166,500	(\$144,331)	\$ 22,169
2023	3	\$ 2,161,919	\$144,331	\$90,283	\$ 54,048	\$ 2,071,636	\$ 166,500	(\$144,331)	\$ 22,169
2024	4	\$ 2,071,636	\$144,331	\$92,540	\$ 51,791	\$ 1,979,096	\$ 166,500	(\$144,331)	\$ 22,169
2025	5	\$ 1,979,096	\$144,331	\$94,854	\$ 49,477	\$ 1,884,242	\$ 166,500	(\$144,331)	\$ 22,169
2026	6	\$ 1,884,242	\$144,331	\$97,225	\$ 47,106	\$ 1,787,017	\$ 166,500	(\$144,331)	\$ 22,169
2027	7	\$ 1,787,017	\$144,331	\$99,656	\$ 44,675	\$ 1,687,362	\$ 166,500	(\$144,331)	\$ 22,169
2028	8	\$ 1,687,362	\$144,331	\$102,147	\$ 42,184	\$ 1,585,215	\$ 166,500	(\$144,331)	\$ 22,169
2029	9	\$ 1,585,215	\$144,331	\$104,701	\$ 39,630	\$ 1,480,514	\$ 166,500	(\$144,331)	\$ 22,169
2030	10	\$ 1,480,514	\$144,331	\$107,318	\$ 37,013	\$ 1,373,196	\$ 166,500	(\$144,331)	\$ 22,169
2031	11	\$ 1,373,196	\$144,331	\$110,001	\$ 34,330	\$ 1,263,194	\$ 166,500	(\$144,331)	\$ 22,169
2032	12	\$ 1,263,194	\$144,331	\$112,751	\$ 31,580	\$ 1,150,443	\$ 166,500	(\$144,331)	\$ 22,169
2033	13	\$ 1,150,443	\$144,331	\$115,570	\$ 28,761	\$ 1,034,873	\$ 166,500	(\$144,331)	\$ 22,169
2034	14	\$ 1,034,873	\$144,331	\$118,459	\$ 25,872	\$ 916,414	\$ 166,500	(\$144,331)	\$ 22,169
2035	15	\$ 916,414	\$144,331	\$121,421	\$ 22,910	\$ 794,993	\$ 166,500	(\$144,331)	\$ 22,169
2036	16	\$ 794,993	\$144,331	\$124,456	\$ 19,875	\$ 670,537	\$ 166,500	(\$144,331)	\$ 22,169
2037	17	\$ 670,537	\$144,331	\$127,568	\$ 16,763	\$ 542,970	\$ 166,500	(\$144,331)	\$ 22,169
2038	18	\$ 542,970	\$144,331	\$130,757	\$ 13,574	\$ 412,213	\$ 166,500	(\$144,331)	\$ 22,169
2039	19	\$ 412,213	\$144,331	\$134,026	\$ 10,305	\$ 278,187	\$ 166,500	(\$144,331)	\$ 22,169
2040	20	\$ 278,187	\$144,331	\$137,376	\$ 6,955	\$ 140,811	\$ 166,500	(\$144,331)	\$ 22,169
2041	21	\$ 140,811	\$144,331	\$140,811	\$ 3,520	\$ -	\$ 166,500	0	\$ 166,500
2042	22	\$ -	\$144,331	\$144,331	\$ -	\$ (144,331)	\$ 166,500	0	\$ 166,500
2043	23	\$ (144,331)	\$144,331	\$147,939	\$ (3,608)	\$ (292,270)	\$ 166,500	0	\$ 166,500
2044	24	\$ (292,270)	\$144,331	\$151,638	\$ (7,307)	\$ (443,908)	\$ 166,500	0	\$ 166,500
2045	25	\$ (443,908)	\$144,331	\$155,429	\$ (11,098)	\$ (599,337)	\$ 166,500	0	\$ 166,500
2045	26	\$ (599,337)	\$144,331	\$159,314	\$ (14,983)	\$ (758,651)	\$ 166,500	0	\$ 166,500
									\$ 1,442,379

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”), made as of the ____ day of _____, 20____, by and between the City of Stevens Point, Wisconsin (“City”) and GenCap Danna Stevens Point 102, LLC, referred to as “Developer”. Individually, each of the foregoing is a “Party” and collectively, they are the “Parties”).

RECITALS

WHEREAS, City desires to encourage development, eliminate blight and prevent blight within the City; and

WHEREAS, for these purposes, City has created Tax Incremental District No. 11 (“TID No. 11”) pursuant to Wisconsin Statutes; and

WHEREAS, Developer has agreed to acquire the Property identified and more particularly described on Exhibit A, attached hereto (the “Property”), which is located in TID No. 11, and intends to develop it as a residential development of 102 rental units (the “Units”), and approximately 26,000 square feet of community and/or common facilities for residents, and

WHEREAS, City has determined that development of the Property will serve to encourage development and to eliminate and prevent blight within the City, and is in the best interests of the City and its residents, and that the economic vitality of TID No. 11 is essential to the economic health of the City; and

WHEREAS, Developer has filed, or will file, with City the following plans specifications, documents and exhibits (“Plans and Specifications”) if and as required by City, for the development of the Property and for making other improvements, it being acknowledged some may be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A schedule showing the name of Developer and the mailing address and telephone number of Developer’s representatives for the Project (as defined herein), incorporated by reference herein as Exhibit B.
2. An accurate topographical map showing topographical data of the Property, incorporated by reference herein as Exhibit C.
3. A scale plot plan showing the location, type and size of the proposed use for the Property to be improved by Developer as provided herein, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space and landscape plans, including a statistical table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit D.

4. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit E.

AND WHEREAS, Developer has filed with City, and City has approved, applications for zoning approvals of the Property, as necessary to accommodate the development;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

“Bond” means bonds or notes issued by City to provide City Support;

“Developer” means GenCap Danna Stevens Point 102, LLC and its successors and assigns;

“Differential Payment” means the amount to be paid by Developer as the shortfall, if any, between the amount of taxes guaranteed by Developer and the amount of taxes billed, for any year during the Term of this Agreement;

“City” means the City of Stevens Point, Wisconsin;

“City Support” means City’s support for the Project to be provided to Developer, as set forth in Sections 4.2-4.4, inclusive;

“Excess TIF Revenues” means the amount of TIF Revenues received in excess of the amount of taxes guaranteed by Developer in Section 4.1(4), for any year during the term of this Agreement.

“Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by City, including Exhibits B through E attached hereto;

“Prime Rate” means the prime rate as established from time to time by Citibank, N.A.;

“Project” means the development of the Property within City Tax Incremental District No. 11 as shown on Exhibit D, in accordance with the Plans and Specifications;

“Project Costs” means costs specified in secs. 66.1105(2)(f) 1.a-n, inclusive, Wisconsin Statutes;

“Property” means the Property identified and more particularly described on Exhibit A, attached hereto;

“Subsequent Tax Year” means a tax year occurring after a year in which Developer makes a Differential Payment;

“Term” has the meaning set forth in Section 9.10 herein;

“TIF Revenues” means the incremental real and personal property tax revenues generated by the Project from tax year 2021 to the end of the Term of this Agreement, plus any Differential Payments paid, collectively in excess of base value tax revenue;

“Unit” or “Units” means one or more of the 102 rental residential units in the Project;

“Value” means fair market value of the real property and personal property in City, and does not include the value of any government subsidy or program;

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of City. City makes the following representations and warranties:

(1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) City makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Developer’s purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by City and no other or further acts or proceedings of City. This Agreement constitutes the legal, valid, and binding agreement and obligations of City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity.

Section 2.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a Wisconsin Limited Liability Company and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the City Support to Developer provided for in this Agreement.

(4) Developer will use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances and regulations which must be met before the Project may be lawfully implemented.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Section 3.1 Developer's obligation to conclude the transaction contemplated herein shall require the satisfactory completion, in Developer's sole discretion, of each of the following conditions on or prior to the Closing Date:

(1) Developer shall be approved and awarded WHEDA 2021 HTC program credits for the Development not later than May 15, 2021. In the event Developer does not receive WHEDA 2021 HTC credits then Developer may elect to terminate this Agreement and shall have no further obligations hereunder upon written notice given by Developer to City not later than July 31, 2021.

(2) Developer obtaining a commercial loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to

Developer, in Developer's sole discretion, for the construction of the Development and the Property and any and all related improvements. In the event Developer does not receive an acceptable loan commitment then Developer may elect to terminate this Agreement and shall have no further obligations hereunder upon written notice given by Developer to City not later than December 31, 2021.

(3) Developer shall make all reasonable efforts to acquire the Property not later than December 31, 2021 ("the Closing Date").

ARTICLE IV UNDERTAKINGS BY DEVELOPER AND CITY

Section 4.1 Developer Obligations. Developer undertakes the following obligations, in consideration of City's obligations in Section 3.2, below.

(1) Developer shall make all reasonable efforts to build the rental development of 102 residential Units. The Project will be developed under the Plans and Specifications approved by City, such approval not to be unreasonably withheld, conditioned or delayed.

(2) Following receipt of all approvals for the Project, Developer will commence construction by no later than April 1, 2022.

(3) Developer shall pursue construction activities on the Property and shall complete the Project on the Property, so as to obtain occupancy permits for all Units, in accordance with state and local codes, by July 1, 2023.

(a) Developer guarantees that the amount of taxes to be paid for the Property will be not less than \$166,500 for tax year 2021 (Payable in 2022) and thereafter during the duration of TID 11.

(b) The foregoing guarantees are conditioned on City fulfilling its obligations to provide the City Support, as specified herein.

(4) Without limiting other provisions in this Agreement, the dates in Sections 4.1(2) and (3) may be altered in the event of circumstances which constitute Force Majeure.

(5) For the tax year 2021 and thereafter, ending with the last tax year of the Term covered by this Agreement, Developer guarantees that the amount of taxes due to the City shall not be less than the minimum amount of taxes guaranteed in Section 4.1(4)(a). Developer agrees that, in the event the taxes due for any year covered by this Agreement is less than the amount guaranteed in Section 4.1(4)(a), City may submit a bill to Developer for the differential ("Differential Payment"). Such a billing shall be submitted to Developer by the City Treasurer by December 15th of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31st of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1st shall accrue interest at a rate of 6% per annum until fully paid. City also has the option to place any unpaid amount on

the subsequent year's property tax bill as a special charge, or pursue any other lawful manner of collecting the unpaid amount.

(6) Developer agrees to develop the Property within Tax Incremental District No. 11 as shown on Exhibit D, and all buildings and structures on the Property in accordance with the Plans and Specifications, as filed and approved in final form by City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further Developer's development objectives; provided, however, any such change shall comply with all applicable laws of City and Developer may not make any change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). If a proposed change is required to be approved by the City, City agrees to consider and approve or reject any proposed change within 30 days after submittal by Developer to City or such approval is deemed given; provided, if City's approval is needed within a shorter period of time due to Developer's construction schedule or its obligations under Sections 4.1(2), (3) or (4) above, City shall provide such approval or rejection within 10 business days of request, and City will reasonably cooperate with Developer to facilitate and expedite such review process. However, if a proposed change is required to be reviewed and approved by a City committee and/or Common Council, such request will be considered and acted upon at the next available meeting of such City committee or Common Council. Such requests for approval shall be submitted to the City Director of Community Development, as representative of City.

(7) Developer further agrees to the following:

(a) At Developer's expense, Developer shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably necessary to determine boundaries and utility locations, what may be required by the City Surveyor or his designee.

(b) At Developer's expense, a survey or plat of the Property will be prepared for approval by the City Zoning Administrator, or his designee, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

(c) Easements on the Property for municipally owned storm sewer and water mains shall be granted by Developer to City or its designee where necessary, by mutually agreed upon separate document, or pursuant to the CSM or plat, in accordance with detailed utility plans approved by the City Director of Public Utilities, or his designee.

(d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property by Developer without City's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The definition of structure shall be the definition contained within the City Zoning Ordinance.

(e) Developer shall not be required to dedicate any of the Property for public purposes, except as shown in Exhibit A, nor to pay any costs for improvements not shown in Exhibit A.

(f) Developer shall pay impact and building permit fees to City in a total amount not to exceed \$_____, upon issuance of the City building permit for the Project. Such payment amount shall be full payment of all impact fees.

(g) Developer shall cause its member, David J. Weiss, to personally guaranty all performance, and Minimum Tax Increment payment obligations including any shortfall obligations required by this Agreement by execution of a personal guaranty in a form mutually acceptable to City, Developer, and Mr. Weiss, not later than the Closing. In the event the parties cannot agree upon a form of guaranty, then the Development shall terminate and Developer shall reimburse City for all expenses City incurred for the Development including but not limited to legal fees and financial consultant fees.

(h) Developer shall, within 30 days of closing on property, prepare a Certified Survey Map creating a new lot of 1.72 acres in the southeast corner of the property. Said lot shall be sold to the City for consideration of \$1.00 and be utilized for public park purposes.

(i) Developer shall, within 30 days of closing on property, provide an easement to the City along the south lot line of the property for purposes of a multi-modal pathway along Maria Drive. Developer and City may also choose to extend the existing Maria Drive Right of Way instead of providing the easement.

Section 4.2 City Obligations City undertakes the following obligations, in consideration of the obligations of Developer in Section 4.1, above.

(1) City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City Ordinances.

(2) City shall provide support for the Project Costs to Developer or its designee, and as allowed under and pursuant to sec. 66.1105, Stats. (the "City Support") in the amount shown in the Schedule attached hereto as Exhibit F. Such City Support is conditioned upon Developer's compliance with Sections 4.1(2), (3) and (4).

The City Support is conditioned upon Developer's compliance with Sections 4.1(2), (3) and (4) herein.

Section 4.3 Funding the City Support for The Project Costs. City shall provide City Support for the Project Costs of Developer by paying to Developer, or Developer's assignee, a total of \$2,250,000 which shall be paid within 60 days of the occupancy permit being issued for the Project.

Section 4.4 Excess TIF Revenues. If there are any Excess TIF Revenues paid by Developer for any year between the first and twentieth year during the Term of this Agreement, such Excess TIF Revenues shall be paid to Developer, or Developer's assignee, as additional City Support for the Project.

ARTICLE V PROPERTY BASE VALUE

City represents and agrees that the base year value of the Property in City is \$0. All taxes for the Property paid based on values in excess of such amount are part of the incremental TIF Revenues.

ARTICLE VI COVENANTS RUNNING WITH THE LAND

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VII REMEDIES

Section 7.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 7.3 Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided

for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 7.4 Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

Section 7.5 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.6 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 7.7 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days of the request for mediation; either Party may apply to Portage County Circuit Court, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

ARTICLE VIII AMENDMENT

This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 9.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 9.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 9.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 9.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 9.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Developer is addressed to or delivered personally to:

GenCap Danna Stevens Point 102, LLC
6938 N. Santa Monica Blvd.
Fox Point, WI 53217
ATTN: David J. Weiss

- (b) in the case of City is addressed to or delivered personally to:

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

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 9.9 Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.10 Term. This Agreement shall continue from the Effective Date until the closing of TID No. 11 (the “Term”).

Section 9.11 Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of City, and this Agreement constitutes a deed restriction effectuating this provision.

Section 9.12 Recording. The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement.

Section 9.13 Investor Notice and Cure Rights. City agrees that in the event of default by Developer, City shall provide Developer’s investor member (the “Investor Member”) with written notice of such default, so long as City has been provided the name and address of the Investor Member. City will allow such Investor Member up to thirty (30) days after delivery of such notice of default to cure any monetary default under this agreement (it being acknowledged by City that the Investor Member shall have no obligation to cure any default by Developer). City will allow such Investor Member up to sixty (60) days after delivery of such notice of default to cure any non-monetary default under this Agreement; provided however, that, in the event a non-monetary default is not susceptible to being cured within such sixty (60) days, City will allow the Investor Member such additional time as reasonably necessary to cure such default provided the Investor Member has commenced to cure such default within the original sixty (60)-day cure period and is diligently and continuously proceeding to cure such default through completion of such cure (it being acknowledged by City that the Investor Member shall have no obligation to cure any default by Developer). For purposes of this Agreement, the Parties acknowledge that the Investor Member of Developer shall receive copies of any notice required hereunder at the address specified in Section 9.8(a)

of this Agreement, or such other address(es) that the Investor Member shall from time to time designate in writing and forward to the City.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

GENCAP DANNA STEVENS POINT 102, LLC

Dated: _____ By: _____
Title: _____

CITY OF STEVENS POINT, WISCONSIN

Dated: _____ By: _____
Name: _____
Title: _____

Dated: _____ By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2020, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of _____, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

[illegible]

Personally came before me this ____ day of _____, 2020, the above-named _____, and _____, the City _____ and _____, respectively of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

EXHIBIT A

Legal Description

EXHIBIT B

Developer Representatives

EXHIBIT C
Topographical Map

EXHIBIT D

Plot Plan

EXHIBIT E
Building Plans

EXHIBIT F

Schedule



MEMORANDUM

To: City Council

From: Ryan Kernosky, Director of Community Development 

Date: November 16, 2020

RE: **Request for Proposals Award to General Capital Group for the construction of a Multi-Use Trail along the north side of Maria Drive as part of the redevelopment of 1300 Maria Drive (Convent)**

Background: The redevelopment of the Convent property at 1300 Maria Drive is proposed to be a tax-credit deal through the Wisconsin Housing and Economic Development Authority. These tax-credit deals are extremely competitive, and any opportunity we have to gather additional points towards a City deal is critical to the overall application of the developer.

One way for the developer to receive additional points is through being awarded a request for proposal from the City of Stevens Point. During the public hearing approval process in October, several neighbors noted a concern about pedestrian safety and the lack of pedestrian infrastructure along the north side of Maria Drive. Utilizing that feedback, staff identified the construction of a multi-use path along the north side of the Maria Drive right of way as an opportunity to issue a request for proposal to construct the trail. City staff issued the Request for Proposal (attached to this memo) on October 30th, 2020 and closed it on November 6, 2020. As expected, only General Capital responded to the Request for Proposal.

General Capital would construct the path for \$70,001, their proposal is attached to this memo. City Engineering provided an estimate of \$71,335 (\$85,602 with contingency). The City will need to work with General Capital and the Sisters of St. Joseph to create an outlot for the construction of said path adjacent to the Maria Drive right of way. This can all be done via separate agreement in the future, as the major piece of the puzzle is to award the proposal tonight. Please note that if General Capital is unable to receive the tax-credit award, they would not be required to complete the path development. How the trail is funded is contingent upon the City and General Capital working out the separate agreement.

Staff Recommendation: I recommend **APPROVAL** of awarding the proposal for the construction of the multi-use path to General Capital as presented.

www.stevenspoint.com



REQUEST FOR PROPOSALS

City of Stevens Point, WI

Due: November 6, 2020



City of Stevens Point, Wisconsin

Construction of Multi-Use Trail

RFP Contact:
Ryan Kernosky, Director of Community Development
715-346-1567 | rkernosky@stevenspoint.com

Disclaimer

- A. The City of Stevens Point, as an Equal Opportunity Employer, requires all proposers to affirm that they do not discriminate against individuals or firms because of their race, color, marital status, age, sex, national origin, disability, creed, or sexual orientation.
- B. All proposals submitted will become public information, and may be reviewed by anyone requesting to do so at that time.
- C. All proposals received by the City of Stevens Point in response to this RFP shall remain valid for ninety (90) days from the date of submittal.
- D. The City reserves the right to cancel or reissue the RFP, or to revise the timeline at any time. The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. The City may accept any proposal if such action is believed to be in the best interest of the City.
- E. The City is not liable for any cost incurred by the proposer prior to the execution of a contract.
- F. This is a City project and holds liability for work with its proposers. The contract between the successful proposer and the City of Stevens Point shall include all documents mutually entered into specifically, including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the provisions stated within the RFP.
- G. The project team shall be approved by the City of Stevens Point. The City must approve any changes to the project team.

About the City of Stevens Point

The City of Stevens Point has a population of nearly 27,000, and is home to the University of Wisconsin-Stevens Point and Mid-State Technical College. The City is located in the central part of the state and along a three-mile stretch of the Wisconsin River. In addition, the City's downtown area, park attractions, local businesses, and options for education bring life to the community. Five major roadways pass through Stevens Point, as well as Canadian National Railway's mainline and a municipal airport. The City also offers an abundance of recreational areas such as the Green Circle Trail and Ice Age National Scenic Trail, both of which run through or surround the City. Notably, the Green Circle Trail circles around the City and interconnects many of the major parks and trails such as Pfiffner Park along the Wisconsin River, the Stevens Point Sculpture Park, Schmeckle Reserve, and Iverson Park. The majority of Stevens Points' employment falls within five categories: insurance, retail, manufacturing, government, and health care.

Introduction

The City of Stevens Point ("City") has identified the north side of Maria Drive as a potential location for a multi-modal pedestrian and bicycle trail ("Multi-modal Trail") to connect existing and future neighborhoods to the west of Sisters of St. Joseph – Third Order of St. Francis ("SSJ-TOSF") convent property located at 1300 Maria Drive ("Property") to Prentice Street for purpose of connecting residents to recreation and commercial opportunities located in the Division Street commercial corridor.

The City is working towards securing site control of the Property through an Offer to Purchase with SSJ-TOSF for purpose of developing the Multi-modal Trail. The City does not desire to own fee simple title to the Property long term, rather, is seeking a private sector partner to purchase the property and work with the City to design and install the Multi-modal Trail.

The City is issuing this RFP for a private sector partner ("Partner") to purchase the Property from the City, install and maintain the Multi-modal Trail and to provide ongoing access to the public to use the trail through an easement.

Upon selection, the City will assign the Offer to Purchase to the successful respondent and enter into an agreement with the City to design and install the Multi-modal Trail.

A successful proposal will include:

- A narrative outlining relevant experience, as specific as possible, of the firm submitting the proposal.
 - o Specific experience of the respondent in property development, property management, and previous public/private partnerships should be identified as part of the narrative and overall proposal.
- Ability of the firm to accommodate the City's request for construction of the multi-use trail.
- Schedule for purchase and implementation of the multi-use trail. It is the City's desire to create this public space as soon as reasonably able.
- Cost to the City for construction of the multi-use trail.
- Firm's statement accepting that they are willing to enter into an agreement/contract outlining specific metrics, requirements, and timelines agreed to by all parties.

- A statement indicating that the property will be transferred to the City once all conditions of the agreement/contract have been met.

Proposal Requirements

Each proposal should contain the following information and be organized in a manner that allows for complete review of each project element. Note: One page is one side of an 8½ "x 11 " paper.

1. Letter of Interest

- a. Must include contact information and signature.

2. Summary of Qualifications, Experience and Availability

- a. Summarize qualifications, relevant experience, and availability to participate in the RFP process, including interviews, and provide services to the City.
- b. Identify key personnel assigned to the project, responsibility of each member, and expertise and related experience of the team.
- c. Critically Important: Proposer must identify current WHEDA tax-credit scoring project as part of the proposal. High-level of consideration will be provided to proposer whom represents need/desire to earn additional scoring points for a WHEDA tax-credit housing deal within proximity of the proposed multi-use trail.

3. Proposed Approach to the Process

- a. Summarize method and approach to providing services to the City. This should include a proposed schedule and description of proposed improvement methods. Please review this RFP thoroughly, and be sure to indicate major differences between it and the firm's proposed approach.

4. Proposed Budget

- a. Include detailed project costs by task, and estimated hours. Actual compensation is subject to contract negotiation.

5. List of Professional References

- a. No more than one-page listing most recent relevant professional references and their contact information.

6. Relevant Work/Experience

- a. Provide information on previous work and experience as it relates to this RFP

7. Insurance Requirement

- a. Provide proof of ability to meet the City's insurance requirement for the minimum amounts of insurance. Commercial general liability insurance and professional (errors and omissions) insurance in amounts not less than \$1 million for the duration of the project.

Submission of Proposals

Proposals must be submitted via email by **4:00 PM on November 6, 2020** to:

ATTN: Convent Multi-Use Trail RFP
rkernosky@stevenspoint.com

NOTE: The City reserves the right to reject any or all proposals for any reason at its sole discretion.

Contact Information

All questions related to this RFP shall be submitted in writing to:

Ryan Kernosky

Director of Community Development / Redevelopment Authority
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481
rkernosky@stevenspoint.com



CITY OF STEVENS POINT, WISC.	PROJECT: MULTI-USE TRAIL 1300 MARIA DRIVE		DESIGNED BY: _____	DATE: _____	SCALE: _____	PROJECT NO.	SHEET NO.
	IN: _____		DRAWN BY: KHE	DATE: 10-20	HOR. NA	NA	NA
	FROM: _____ TO: _____		REVISED BY: _____	DATE: _____	VER. NA		

November 6, 2020

Ryan Kernosky
Director of Community Development / Redevelopment Authority City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Dear Mr. Kernosky,

General Capital and Danna Capital, in collaboration with Engberg Anderson Architects and Rettler Engineering, are pleased to attach our proposed development plan for the construction of a multi-use trail to provide the residents of Stevens Point access to recreation and the commercial opportunities along the Division Street corridor. With a current purchase contract in place to acquire the Sisters of St. Joseph convent property adjacent to the proposed trail location, we are well-positioned to develop and manage space for ongoing public access to a multi-modal pedestrian and bicycle trail. In addition, our proposal is directly linked to scoring points in WHEDA's "Areas of Economic Opportunity" category in our upcoming application for Housing Tax Credits.

Our proposed project, The Grove Apartments, will transform the current convent site into a multi-family adaptive re-use of the existing historic convent structures as well as new, free-standing town homes. Complimenting this plan with a non-vehicular trail will promote commercial access and integration for our residents and the larger Stevens Point community. Our plan has been conceptualized with the City's housing and recreational goals in mind, and we are confident our plan will foster continued redevelopment momentum in the district.

As an active member of the Wisconsin development community for over 20 years, General Capital is firmly committed to the reinvestment and revitalization of spaces that serve communities. With a multi-decade track record of high-quality affordable and market rate housing, industrial, and commercial development that includes more than 80 projects, General Capital brings the expertise required to navigate complex real estate transactions, public and private financing structures, and community engagement.

Complimenting General Capital's legacy, Danna Capital brings a sophisticated, data-centered approach to housing development and financing with a foundation in the psychological constructs of housing stability and quality. This community-focused, person-centered style of development prioritizes the needs of residents and the impact and relationships with their communities.

We look forward to discussing our proposal in more detail. In the meantime, please don't hesitate to contact us with any questions you may have.

Sincerely,

General Capital Group and Danna Capital

David Weiss
General Capital Group
6938 N Santa Monica Blvd, Fox Point, WI 53217
(414) 228-3501
david@generalcapitalgroup.com

M. Luke Samalya
Danna Capital
(516) 380-4366
luke@dannacapital.com

Developer Contact Information:	General Capital Group 6938 N Santa Monica Blvd, Fox Point, WI 53217 (414) 228-3501 david@generalcapitalgroup.com Danna Capital 516-380-4366 Luke@DannaCapital.com General Capital and Danna Capital will be co-developers of the project. <i>Company profiles including qualifications and past projects included in Appendix II</i>
Architect & Engineer:	The building and site have been designed by Engberg Architects and Rettler Engineering. Both firms have demonstrated their commitment to delivering high quality design that fits into the context of the community.
General Contractor:	General Capital's subsidiary, Bedrock Construction, will act as GC on the project. General Capital utilizes best practice construction methods and high-quality materials that ensure the durability of the project for the long term.
Ongoing Management:	Our proposed project will be professionally managed by Oakbrook Corporation, the same company that is managing our Berkshire – Stevens Point project located downtown.

SUMMARY OF QUALIFICATIONS, EXPERIENCE AND AVAILABILITY

Our team has the qualifications and experience to manage the complex redevelopment of the Sisters of St. Joseph convent, including the implementation of the City's desired multi-modal trail along Maria Drive. General Capital and Danna Capital include a team of experts who have designed, financed and implemented multi-million-dollar development projects. More specifically, General Capital has also implemented numerous public infrastructure projects including The Reed Street Yards, a 40-acre urban business park located in Downtown Milwaukee. Our team is prepared to assist with the design of the multimodal trail, participate in the City's desired public engagement process and implement the trail as part of our larger convent redevelopment.

Of critical importance to our mutual interests, General Capital is applying for Housing Tax Credits to WHEDA in the December 2020 allocation cycle. As part of this application, participating in the City's RFP is essential to a successful application. It is our intent to create a "win-win" situation between the Sisters, the City and developer that will lead to a high-quality redevelopment of the historic convent and achieve the City's goal of increasing pedestrian connectivity throughout the surrounding neighborhood.

General Capital Group – Developer

General Capital is a leading Milwaukee based real estate development firm focused on building a portfolio of exceptional projects in established urban and suburban neighborhoods, each with a unique character reflecting the community in which it is developed. General Capital is a recognized leader in the development of high quality historic and LIHTC projects using 4% and 9% housing tax credits, as well as other Federal and local housing programs in Wisconsin, Michigan, and Illinois. Its core business also includes development and acquisition of quality office, industrial, retail and market rate multi-family assets.

The firm develops or repositions institutional quality assets that are typically held in the portfolio for extended periods of time. In selecting and executing its projects, General Capital works closely with tenants and municipalities to ensure that projects enhance long-term objectives. Such cooperation often leads to repeat public-private partnerships and joint ventures.

General Capital's expertise is evidenced through the firm's 20+ year track record that includes more than 35 highly structured LIHTC developments, numerous grocery anchored shopping centers as a preferred development team for Kroger (Roundy's), student housing, life science, and multiple build-to-suit federal projects in Wisconsin and Florida. Principals Michael Weiss and David Weiss each have 35+ years of real estate experience and vast expertise.

General Capital excels at analyzing, understanding, and providing creative cost-effective solutions to real estate projects with complex legal, financial, environmental and structural considerations. The firm's partners have extensive experience in financial underwriting, banking, credit analysis, architecture, urban design, and project management.

Key Personnel

David Weiss, Chief Executive Officer

Responsibilities: Financing, contracts and partnership agreements, municipal negotiations

David is Chief Executive Officer of General Capital. He began his career in New York with Citibank's Leveraged Capital Group in the 1980s. David later became a Vice President in

Citibank's Institutional Recovery Management group, where he was involved in corporate workouts, restructuring and lender litigation. In 1993, David moved to Citicorp's Real Estate Group in Chicago, where he was Vice President and team leader in the Shopping Centers Group, managing a debt portfolio in excess of \$400 million. He joined General Capital Group in 1997 as a founding Partner. David is a member of the Firm's Investment Committee and is responsible for General Capital's financial and banking relationships and risk management.

Josh Hafron, Financial Modeling

Responsibilities: LIHTC, soft money, agency coordination

Josh Hafron joined General Capital's Chicago office in 2007 with a focus on the acquisition and redevelopment of affordable/low income housing projects across the country. Josh has over 15 years of commercial real estate experience. Prior to joining General Capital, he served as assistant vice president with Urban Innovations in Chicago, where he was involved in the acquisition of affordable housing projects nationally. Josh previously held positions with First Industrial Realty Trust and First Chicago Capital Markets. Josh graduated from Tufts University and has a joint MA/MBA degree from George Washington University. He and his wife Kim live with their two children in Glencoe, IL.

Sig Strautmanis, Project Manager

Responsibilities: Programming and design, construction, municipal entitlements, resident engagement

Sig is responsible for coordinating General Capital's design, municipal entitlements and construction. In addition, Sig leads General Capital's environmental initiatives, including managing the firm's energy efficiency program and certifying new residential projects.

In 2004, Sig was named to the Business Journal's "40 Under 40" list for his contributions to the profession and local community. Sig joined General Capital after working for LDR International, a nationally recognized land use and urban design firm in Columbia, Maryland and for the Village of Germantown, a high growth Milwaukee suburb. In addition to his work at General Capital, Sig is currently an Adjunct Assistant Professor of Urban Planning at the University of Wisconsin – Milwaukee. He has Masters degrees in Architecture and Urban Planning.

Danna Capital - Co-Developer

Danna Capital is an innovative and strategic Wisconsin based development firm that focuses on affordable development projects with social intuitiveness. Danna Capital brings a sophisticated, data-centered approach to housing development and financing with a foundation in the psychological constructs of housing stability and quality. This community-focused, person-centered style of development prioritizes the needs of residents and the impact and relationships with their communities. The principal of Danna Capital is a graduate of the ACRE Program.

Key Personnel

M. Luke Samalya , President/CEO

Responsibilities: Financial modeling, contract negotiations, community engagement, soft money

Luke has a Bachelor of Arts from Le Moyne College and a Master of Science from Marquette University, where he began his development career by evaluating the housing needs of vulnerable and at-risk members of the community. Inspired by the housing-first movement, Luke graduated from the Associate in Commercial Real Estate (ACRE) program, an industry supported initiative to expand minority representation in commercial real estate.

Following his academic experience, Luke worked for both non-profit and for-profit housing developers in the Midwest, including two of the top 25 affordable housing developers in the nation. His recent development portfolio includes six awarded deals, with total allocations of over \$140MM.

Luke founded Danna Capital in 2020 with a goal of providing community-centered housing solutions for Wisconsin communities.

Engberg Anderson-Architect

Engberg Anderson, Inc was founded in 1987 and has been an active corporation for 30 years. Our 39 person firm is comprised of six partners and three principals with a professional staff who bring together a depth of diverse architectural, interior design and planning experience. From sensitive historic preservation projects to complex public and private community projects of a highly technical nature, we collaborate with clients to help them achieve their goals with inspired work that supports activities and institutions at the heart of a vibrant community.

Key Personnel

Mark Ernst, AIA, LEED AP, Partner

Mark is a Partner at Engberg Anderson and a recognized architectural planning and design leader in the Milwaukee area. Accomplished at urban design issues, Mark stays active in the community as a member of Urban Land Institute, Congress for New Urbanism, and on the Wisconsin Green Building Alliance Board. A thriving urban neighborhood is one that fosters a spirit of community and connectivity. Mark works to create dynamic solutions that serve the community and client.

Rettler Corporation-Engineer

Located in Stevens Point, Wisconsin, Rettler Corporation is a multi-disciplinary team of experienced and qualified professionals with one common goal, to define, promote, facilitate and implement our client's visions of today and the future.

We begin with your vision. It's the idea that every team at Rettler Corporation works to realize. Our comprehensive range of services and our commitment to building partnerships provide clients with the expertise they need to turn their visions into reality. Our services include landscape architecture, civil engineering, land surveying, and construction management. Our teams have developed projects across Wisconsin, Minnesota and Illinois

Key Personnel

JOHN KNEER, PLA, President

John is president of Rettler Corporation and an accomplished professional landscape architect. His areas of expertise include: project management, site analysis and design, landscape architecture, and construction contract administration. He is an active member of the American Society of Landscape Architects and City of Waupaca Parks Board and Plan Commission.

Proposed Approach to the Process

To accommodate the diverse access and recreational needs of Stevens Point residents, the proposed project is a multi-use transportation infrastructure that will provide users with a variety of modal options. This will include bicycle and pedestrian infrastructure that provides safe, efficient, and attractive transportation networks for users of all ages and physical abilities.

We envision a network of sidewalks, bicycle facilities, trails, and streetscapes that can be integrated within the existing transportation network to create an easily navigable trail system. In addition to recreational use and increased commercial access, these non-vehicular transportation systems are increasingly promoted for health benefits, including reduced stress and reductions in the rates of obesity-related diseases.

Our design will encourage and support equitable mobility, focusing on ADA compliance, and user comfort, that promotes access to commercial areas and our proposed housing development at the current convent site.

- A defined maintenance program will promote safe use for older persons and persons with disabilities.
- Wayfinding needs will be supported by signage and network maps.
- Destination facilities, including bicycle parking close to our multifamily housing building entrances will be prioritized.
- The construction timeline for the trail will coincide with the timeline for the development of the adjacent multi-family affordable housing project on the current convent site. A preliminary estimate of that timeline is provided below.

Project Timeline

PROJECT SCHEDULE	
November 6, 2020	Submit RFP to City
November 2020	RFP award
November 2020	Entitlements Complete
December 11, 2020	WHEDA Tax Credit Application
Mid-April 2021	Tax Credits Awarded
April-Oct 2021	Neighborhood Outreach and Program Development
November 2021	Close on Land Acquisition & Tax Credit Financing
November 2021	Obtain Permits & Commence Construction
December 2022	Complete Construction

Request for City Participation:

- Close communication and partnership with the City and related departments will support a community-wide initiative to raise awareness of the new trail system.
- We will coordinate with the City to develop intersection designs with existing transportation infrastructure that will prioritize safety and intuitive use.
- Land transferred to General Capital for \$1 purchase price

Financial Viability of Project Proposal & Development Assistance

We find that generating good ideas is the “easy part” of urban redevelopment. It is, in fact, very challenging to close these deals. Our team has a long and successful track record of choosing our projects carefully and executing the details with great care. ***Our ideas get done.*** Structuring innovative transactions with a deep understanding of property subsidy, public and private financing structures, and other soft money financing vehicles is a strong suit of our development team. This project is no exception and our development team has the expertise required to navigate the complexity and execute the development.

The chart below and detailed on the following page is an explanation of the economic development assistance requested from the City, and additional required capital sources for the project.

PROJECT BUDGET	
Land Acquisition	\$1
Design/Engineering	\$2,500
Site Preparation	\$12,500
Pavement Installation	\$42,500
Wayfinding Signage	\$7,500
Contingency	\$5,000
TOTAL USES	\$70,001

Professional References

General Capital Group – Developer

Joe Carroll

Community Development Director

City of Platteville

75 N Bonson St - PO Box 780

Platteville, WI 53818

608-348-9741 ext 2235

carrollj@platteville.org | www.platteville.org

Richard A. Huff

City Administrator

333 N. 2nd Street Suite 301

City of Niles, Michigan 49120

269.683.4700 x-3011

Denise Pieroni

City Administrator

City of Delavan

123 S. Second St

Delavan, WI 53115

Phone: 262-728-5585 x115

Cell: 850-247-9779

cityadmin@ci.delavan.wi.us

Danna Capital - Co-Developer

Timothy Radelet,

Retired Attorney, former partner at Foley & Lardner, LLP

tjradelet@gmail.com

608-335-2255

Relevant Work Experience

General Capital has successfully developed (as Lead Developer):

- **Chapel Garden Apartments** Milwaukee, WI
 - 68 unit Sect. 42 independent senior housing (closing March 2021)
- **Orchard Ridge** Muskegon, MI
 - 43 unit Sect. 42 acquisition rehab/workforce housing (closing Jan 2021)
- **Berkshire -- Johnsbury** Johnsbury, IL
 - 68 unit Sect. 42 senior housing (under construction)
- **TEN21 Apartments** Muskegon, MI
 - 60 unit Sect. 42 workforce housing (under construction)
- **Berkshire – Stevens Point** Stevens Point, WI
 - 88 unit Sect. 42 (4%) senior housing (under construction)
- **Berkshire – Sheboygan Falls** Sheboygan Falls, WI
 - 54 unit Sect. 42 senior/workforce housing (under construction)
- **Niles Post Office Apartments** Niles, MI
 - 60 unit Sect. 42 workforce housing (under construction)
- **Albert Kahn Apartments** Jackson, MI
 - 73 unit Sect. 42 workforce housing (under construction)
- **Ruxton APTS** Platteville, WI
 - 71 unit Sect. 42 workforce housing
- **Bergamot Brass Works Apartments** Delavan, WI
 - 71 unit Sect. 42 historic adaptive re-use/workforce housing
- **Berkshire – Paw Paw** Paw Paw, MI
 - 42 unit Sect. 42 independent senior housing
- **Berkshire -- Muskegon** Muskegon, MI
 - 84 unit Sect 42. Independent senior housing
- **Berkshire – Niles** Niles, MI
 - 53 unit Sect. 42 independent senior housing
- **Harbor City Flats** Benton Harbor, MI
 - 81 unit Sect. 42 acquisition rehab workforce housing
- **Niles Four Flags Apartments** Niles, MI
 - 88 unit Sect. 42 acquisition rehab elderly housing

- **Lakeside Gardens** Fond du Lac, WI
 - 80 unit Sect. 42 acquisition rehab workforce housing
- **Wildberry Village** Rockford, IL
 - 72 unit Sect. 42 acquisition rehab workforce housing
- **Deerwood Crossing Phase II** Brown Deer, WI
 - 30 unit independent/assisted senior housing
- **Bradley Crossing Phase II** Brown Deer, WI
 - 54 unit Sect. 42 supportive housing community
- **Bradley Crossing** Brown Deer, WI
 - 60 unit Sect. 42 supportive housing community
- **Maria Linden** (School Sisters of St. Francis) Milwaukee, WI
 - 72 unit Sect. 42 independent/assisted senior housing
- **Berkshire—Greendale** Greendale, WI
 - 90 unit independent Sect. 42 senior housing
- **Rosewood Senior Apartments** Columbia County, PA
 - 86 unit Sect. 42 acquisition rehab independent senior housing
- **Whispering Hills** Port Byron, IL
 - 72 unit Sect. 42 acquisition rehab family housing
- **Elven Sted** Stoughton, WI
 - 33 unit Sect. 42 family housing
- **Beerline B Apartments** Milwaukee, WI
 - 140 unit Sect. 42 workforce housing
- **Hide House Lofts** Milwaukee, WI
 - 60 unit Sect. 42 workforce housing
- **Deerwood Crossing** Brown Deer, WI
 - 66 unit independent/assisted senior housing
- **Berkshire at Kensington** Waukesha, WI
 - 177 unit independent senior housing
- **MacAuley Apartments** (St. Catherine's) Milwaukee, WI
 - 46 unit Sect. 42 workforce housing
- **Berkshire -- Oconomowoc** Oconomowoc, WI
 - 85 unit independent, bond financed senior housing
- **Berkshire – West Allis** West Allis, WI
 - 80 unit independent, Sect. 42 senior housing
- **Berkshire at Sunset** Waukesha, WI

- 78 unit independent, Sect. 42 senior housing
- **The Berkshire** Grafton, WI
 - 66 unit independent, Sect. 42 senior housing

Appendices

- I. Graphics
- II. Detailed Firm/Developer Qualifications, Project List, and Examples
- III. Insurance

Appendix I



PUD SUBMITTAL: SISTERS OF ST JOSEPH TOSF - "THE GROVE"

STEVENS POINT, WISCONSIN | OCTOBER 5, 2020

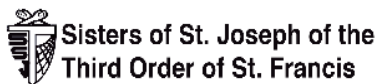
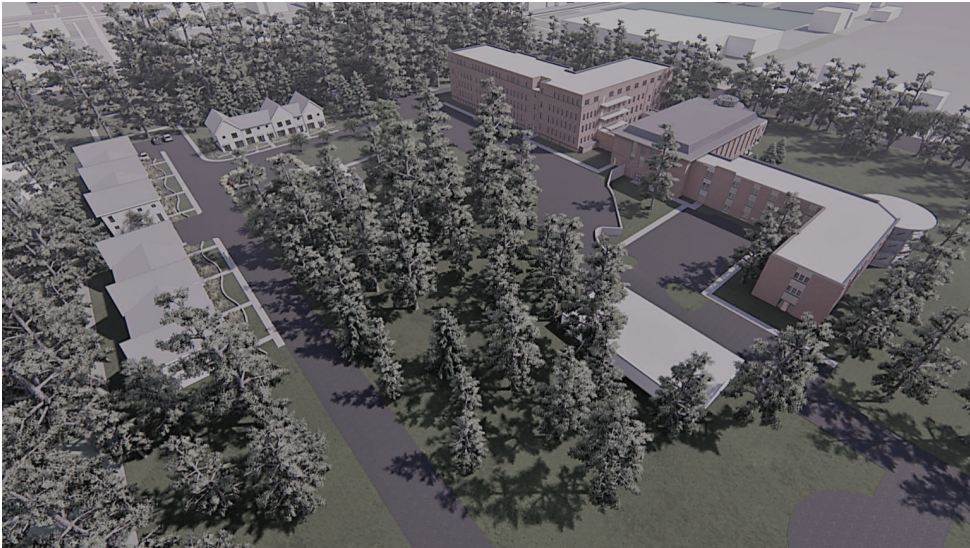


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CONTACT INFORMATION:

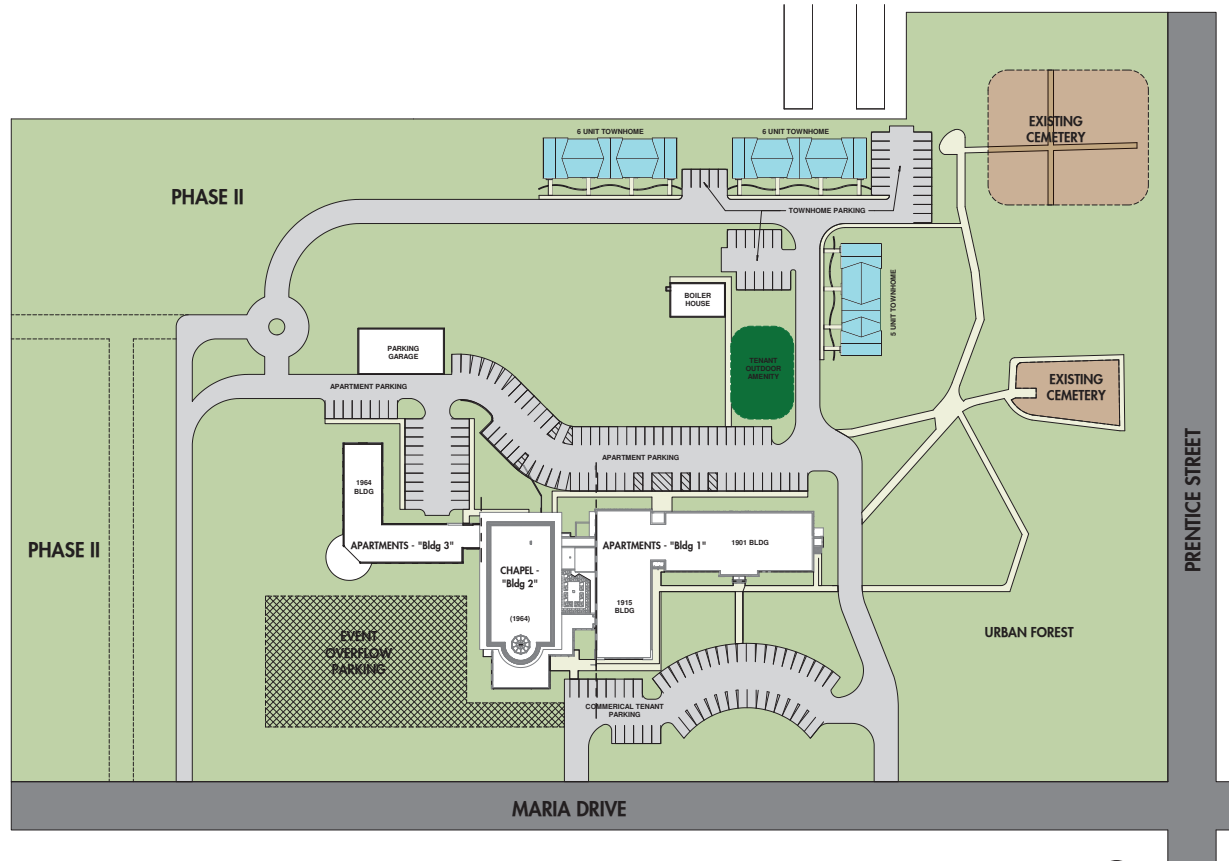
Sig Strautmanis

General Capital Group

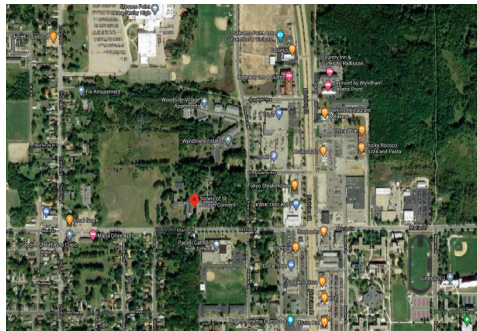
ADDRESS | 6938 N. Santa Monica Blvd
Fox Point, WI 53217

PH | 414-228-3502

EMAIL |sig@generalcapitalgroup.com



1 ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)
SCALE 1"=30'



VICINITY MAP



1964 ADDITION - SOUTH ELEVATION



1964 CHAPEL - WEST ELEVATION



1964 CHAPEL - SOUTH ELEVATION



1964 CHAPEL - EAST ELEVATION



1915 ADDITION - SOUTH ELEVATION



1915 ADDITION - EAST ELEVATION



1901 ORIGINAL BUILDING - SOUTH ELEVATION



1901 ORIGINAL BUILDING - EAST ELEVATION



1901 ORIGINAL BUILDING - NORTH ELEVATION



1901 ORIGINAL BUILDING - NORTH ELEVATION



1915 ADDITION & 1964 CHAPEL - NORTH ELEVATION



1964 CHAPEL - NORTH ELEVATION



1915 ADDITION - NORTH & EAST ELEVATION



1964 ADDITION - WEST ELEVATION



BOILER HOUSE NORTH OF MAIN BUILDING



SURFACE GARAGE NORTH OF 1964 BUILDING

SITE IMAGES

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

SITE ARCHITECTURAL PLAN & CONTEXT

SCALE: As indicated

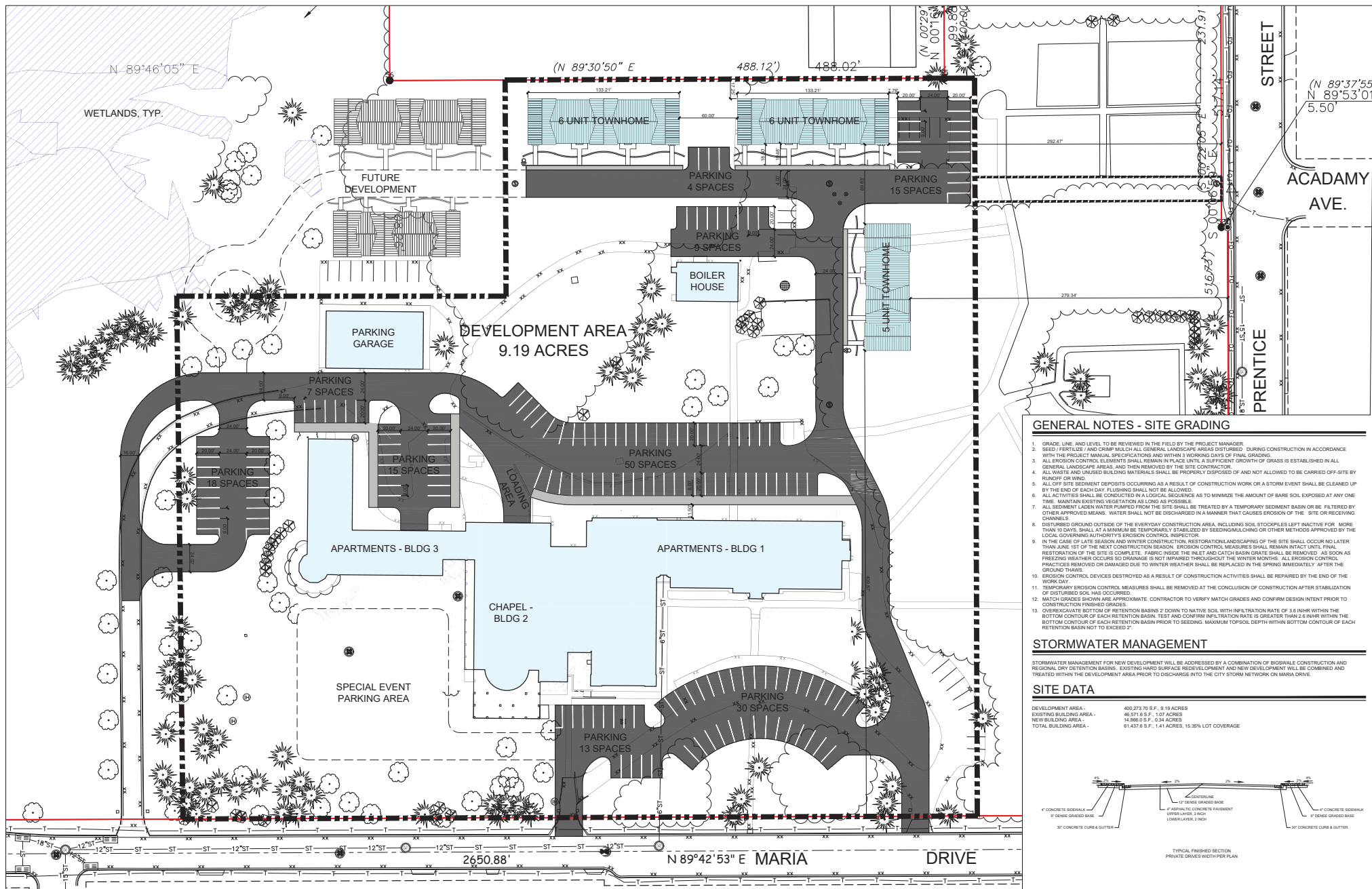
OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00



MILWAUKEE | MADISON | TUCSON | CHICAGO

A000



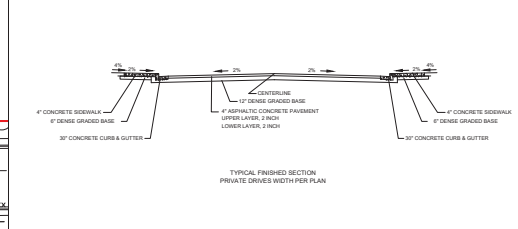
- ### GENERAL NOTES - SITE GRADING
1. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE PROJECT MANAGER.
 2. SEED, FERTILIZER, AND OTHER MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROJECT MANUAL SPECIFICATIONS AND WITHIN 3 WORKING DAYS OF FINAL GRADING.
 3. ALL EROSION CONTROL ELEMENTS SHALL REMAIN IN PLACE UNTIL A SUFFICIENT GROWTH OF GRASS IS ESTABLISHED IN ALL GENERAL LANDSCAPE AREAS, AND THEN REMOVED BY THE SITE CONTRACTOR.
 4. ALL WASTE AND UNUSED BUILDING MATERIALS SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
 5. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH DAY. FLUSHING SHALL NOT BE ALLOWED.
 6. ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE AS TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING VEGETATION AS LONG AS POSSIBLE.
 7. ALL SEDIMENT LADEN WATER PUMPED FROM THE SITE SHALL BE TREATED BY A TEMPORARY SEDIMENT BASIN OR BE FILTERED BY OTHER APPROVED MEANS. WATER SHALL NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR RECEIVING CHANNELS.
 8. DISTURBED GROUND OUTSIDE OF THE EVERYDAY CONSTRUCTION AREA, INCLUDING SOIL STOCKPILES LEFT INACTIVE FOR MORE THAN 10 DAYS, SHALL AT A MINIMUM BE TEMPORARILY STABILIZED BY SEEDING/MULCHING OR OTHER METHODS APPROVED BY THE LOCAL GOVERNING AUTHORITY'S EROSION CONTROL INSPECTOR.
 9. IN THE CASE OF LATE SEASON AND WINTER CONSTRUCTION, RESTORATION/LANDSCAPING OF THE SITE SHALL OCCUR NO LATER THAN JUNE 1ST OF THE NEXT CONSTRUCTION SEASON. EROSION CONTROL MEASURES SHALL REMAIN INTACT UNTIL FINAL RESTORATION OF THE SITE IS COMPLETE. FABRIC INSIDE THE INLET AND CATCH BASIN GRATE SHALL BE REMOVED AS SOON AS FREEZING WEATHER OCCURS SO DRAINAGE IS NOT IMPAIRED THROUGHOUT THE WINTER MONTHS. ALL EROSION CONTROL PRACTICES REMOVED OR DAMAGED DUE TO WINTER WEATHER SHALL BE REPLACED IN THE SPRING IMMEDIATELY AFTER THE GROUND THAW.
 10. EROSION CONTROL DEVICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE END OF THE WORK DAY.
 11. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AT THE CONCLUSION OF CONSTRUCTION AFTER STABILIZATION OF DISTURBED SOIL HAS OCCURRED.
 12. MATCH GRADES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY MATCH GRADES AND CONFIRM DESIGN INTENT PRIOR TO CONSTRUCTION FINISHED GRADES.
 13. OVEREXCAVATE BOTTOM OF RETENTION BASINS 2' DOWN TO NATIVE SOIL WITH INFILTRATION RATE OF 3.6 IN/HR WITHIN THE BOTTOM CONTOUR OF EACH RETENTION BASIN. TEST AND CONFIRM INFILTRATION RATE IS GREATER THAN 2.8 IN/HR WITHIN THE BOTTOM CONTOUR OF EACH RETENTION BASIN PRIOR TO SEEDING. MAXIMUM TOPSOIL DEPTH WITHIN BOTTOM CONTOUR OF EACH RETENTION BASIN NOT TO EXCEED 2'.

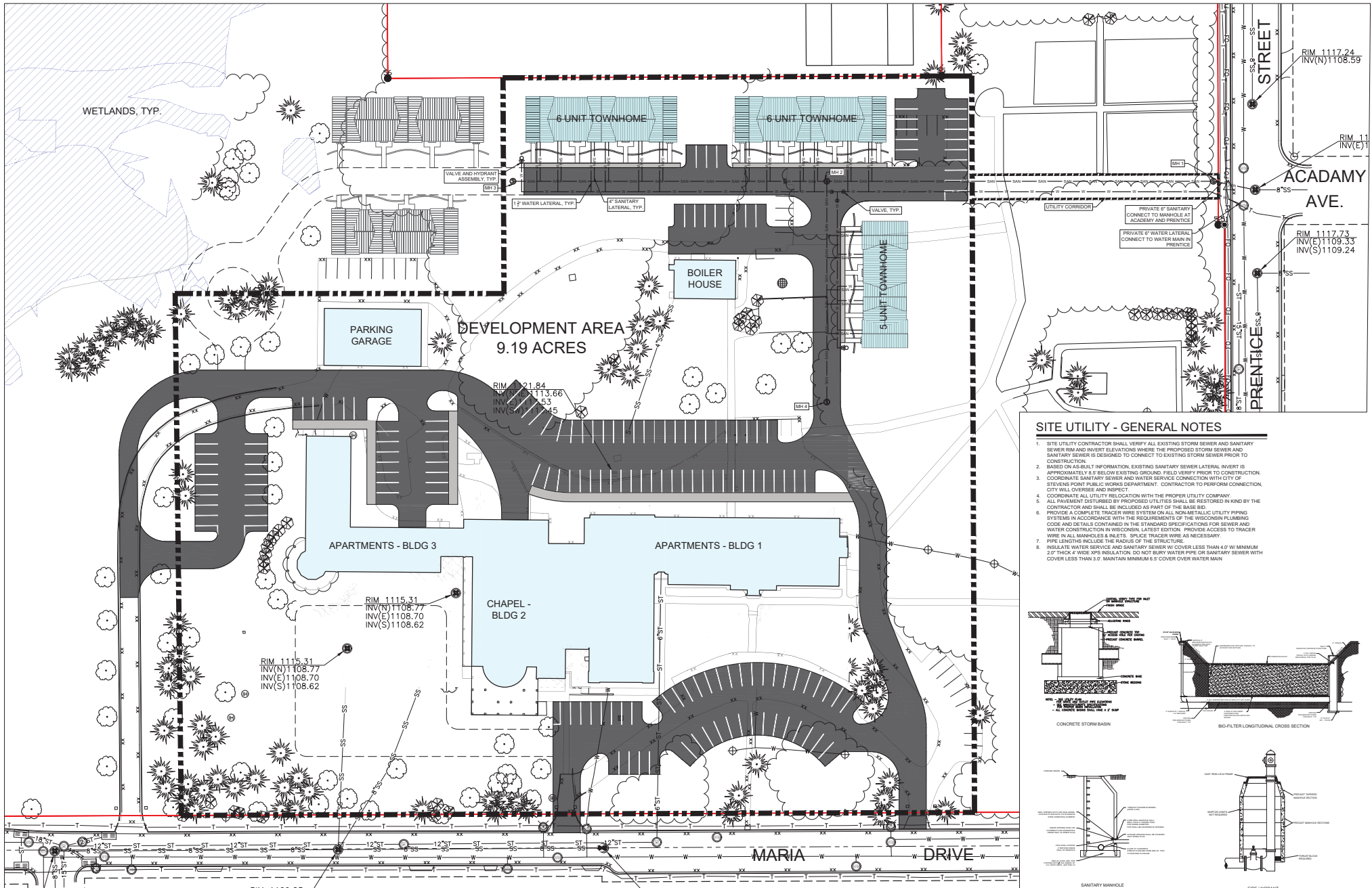
STORMWATER MANAGEMENT

STORMWATER MANAGEMENT FOR NEW DEVELOPMENT WILL BE ADDRESSED BY A COMBINATION OF BIOSWALE CONSTRUCTION AND REGIONAL DRY DETENTION BASINS. EXISTING HARD SURFACE REDEVELOPMENT AND NEW DEVELOPMENT WILL BE COMBINED AND TREATED WITHIN THE DEVELOPMENT AREA PRIOR TO DISCHARGE INTO THE CITY STORM NETWORK ON MARIA DRIVE.

SITE DATA

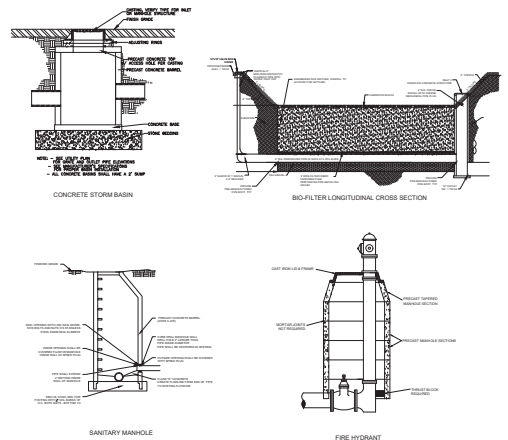
DEVELOPMENT AREA -	400,273.70 S.F., 9.19 ACRES
EXISTING BUILDING AREA -	46,371.8 S.F., 1.07 ACRES
NEW BUILDING AREA -	14,866.0 S.F., 0.34 ACRES
TOTAL BUILDING AREA -	61,437.8 S.F., 1.41 ACRES, 15.35% LOT COVERAGE





SITE UTILITY - GENERAL NOTES

1. SITE UTILITY CONTRACTOR SHALL VERIFY ALL EXISTING STORM SEWER AND SANITARY SEWER RIM AND INVERT ELEVATIONS WHERE THE PROPOSED STORM SEWER AND SANITARY SEWER IS DESIGNED TO CONNECT TO EXISTING STORM SEWER PRIOR TO CONSTRUCTION.
2. BASED ON AS-BUILT INFORMATION, EXISTING SANITARY SEWER LATERAL INVERT IS APPROXIMATELY 8.5' BELOW EXISTING GROUND. FIELD VERIFY PRIOR TO CONSTRUCTION.
3. COORDINATE SANITARY SEWER AND WATER SERVICE CONNECTION WITH CITY OF STEVENS POINT PUBLIC WORKS DEPARTMENT. CONTRACTOR TO PERFORM CONNECTION. CITY WILL OVERSEE AND INSPECT.
4. COORDINATE ALL UTILITY RELOCATION WITH THE PROPER UTILITY COMPANY.
5. ALL PAYMENT DISTURBED BY PROPOSED UTILITIES SHALL BE RESTORED IN KIND BY THE CONTRACTOR AND SHALL BE INCLUDED AS PART OF THE BASE BID.
6. PROVIDE A COMPLETE TRACER WIRE SYSTEM ON ALL NON-METALLIC UTILITY PIPING SYSTEMS IN ACCORDANCE WITH THE REQUIREMENTS OF THE WISCONSIN PLUMBING CODE AND DETAILS CONTAINED IN THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION. PROVIDE ACCESS TO TRACER WIRE IN ALL MANHOLES & INLETS. SPICE TRACER WIRE AS NECESSARY.
7. PIPE LENGTHS INCLUDE THE RADIUS OF THE STRUCTURE.
8. INSULATE WATER SERVICE AND SANITARY SEWER IN COVER LESS THAN 4.0' W/ MINIMUM 2.0" THICK 4" WIDE XPS INSULATION. DO NOT BURY WATER PIPE OR SANITARY SEWER WITH COVER LESS THAN 3.0'. MAINTAIN MINIMUM 6.5' COVER OVER WATER MAIN.



SISTERS OF ST JOSEPH TOSF - "THE GROVE"

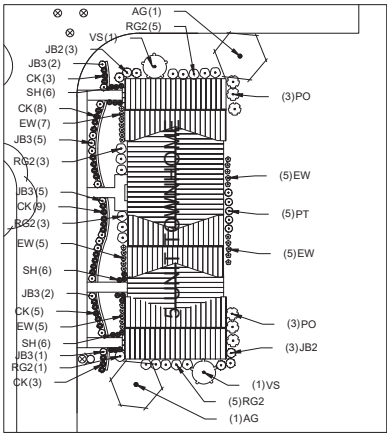
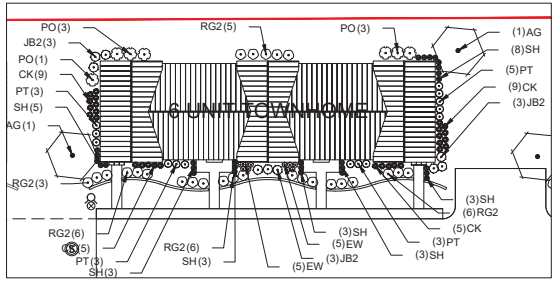
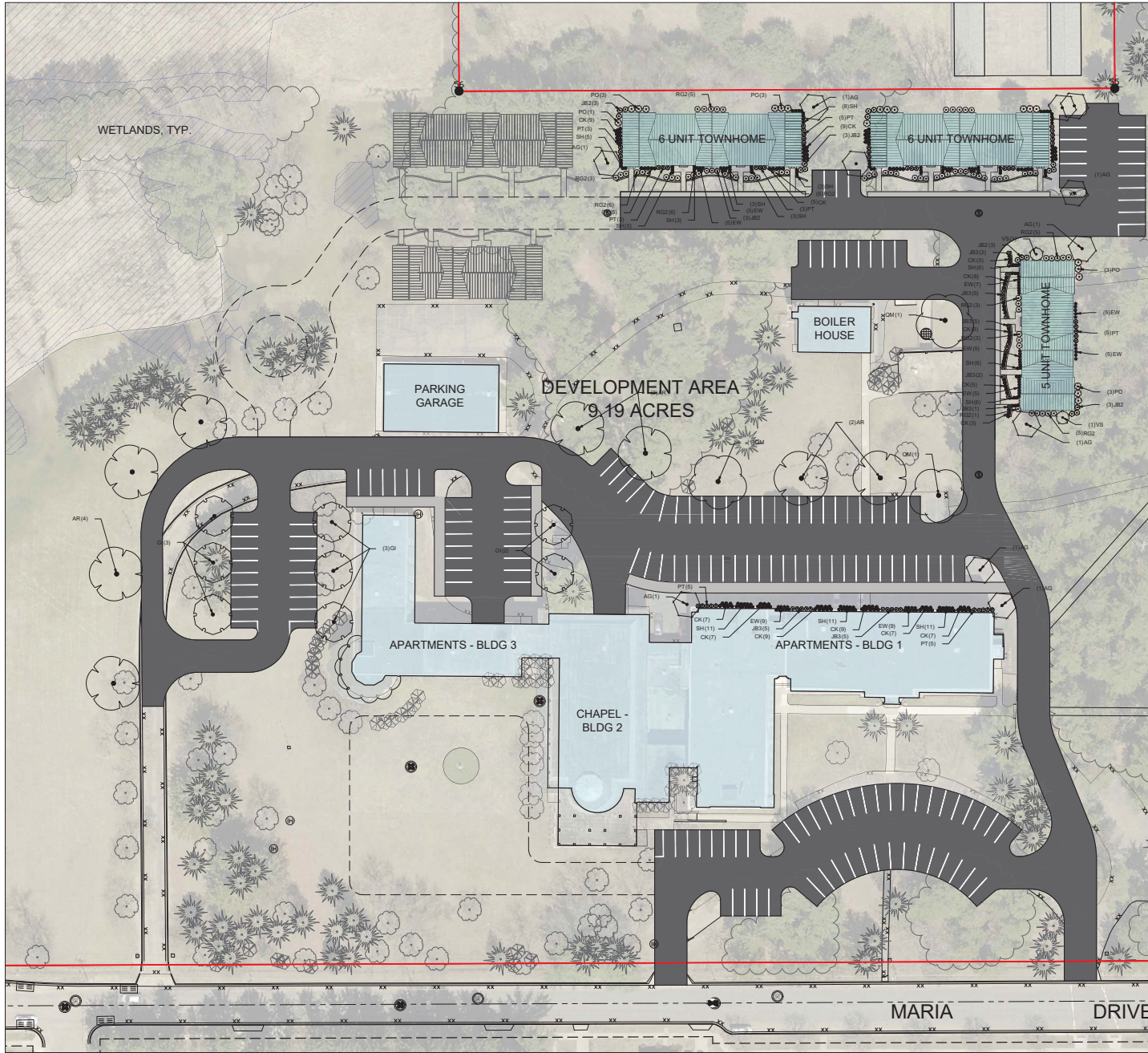
SITE UTILITY PLAN

SCALE: 1"=30'

DATE: 10-02-2020

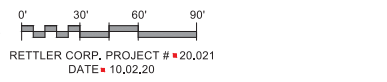
Engberg Anderson Project No. 203201.00

C200



PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	CONT	QTY
AR	ACER RUBRUM / RED MAPLE	2" CAL B&B	8	
AG	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / 'AUTUMN BRILLIANCE' SERVICEBERRY	2" CAL B&B	11	
GI	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' TM / SKYLINE THORNLESS HONEY LOCUST	15 GAL	8	
QM	QUERCUS MACROCARPA / BURR OAK	2.0" BB	3	
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	JB2	JUNIPERUS CHINENSIS 'BLUE POINT' / BLUE POINT JUNIPER	5 GAL	24
	JB3	JUNIPERUS SQUAMATA 'BLUE STAR' / BLUE STAR JUNIPER	3 GAL	25
	PO	PHYSCOCARPUS OPULEFOLIOUS 'DART'S GOLD' / YELLOW NINEBARK	36" HEIGHT MIN.	20
	PT	PHYSCOCARPUS OPULEFOLIOUS 'SIMPOTV' TM / TINY WINE NINEBARK	3 GAL	43
	RG2	RIBES ALPIMUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT	3 GAL	69
	VS	VIBURNUM DENTATUM 'SYNNESTVEDT' TM / CHICAGO LUSTRE ARROWWOOD VIBURNUM	5 GAL	2
ORNAMENTAL GRASSES	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	CK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL	130
	SH	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSSEED	1 GAL	107
PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	EW	ECHINACEA PURPUREA 'WHITE SWAN' / PURPLE CONEFLOWER	1 GAL	65



RETTLER CORP. PROJECT # 20,021
DATE: 10.02.20

RETTLER
corporation
3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
TELEPHONE 715-341-2633 FAX 715-341-0431
EMAIL: INFO@RETTLER.COM WEBSITE: WWW.RETTLER.COM

**Engberg
Anderson**
ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

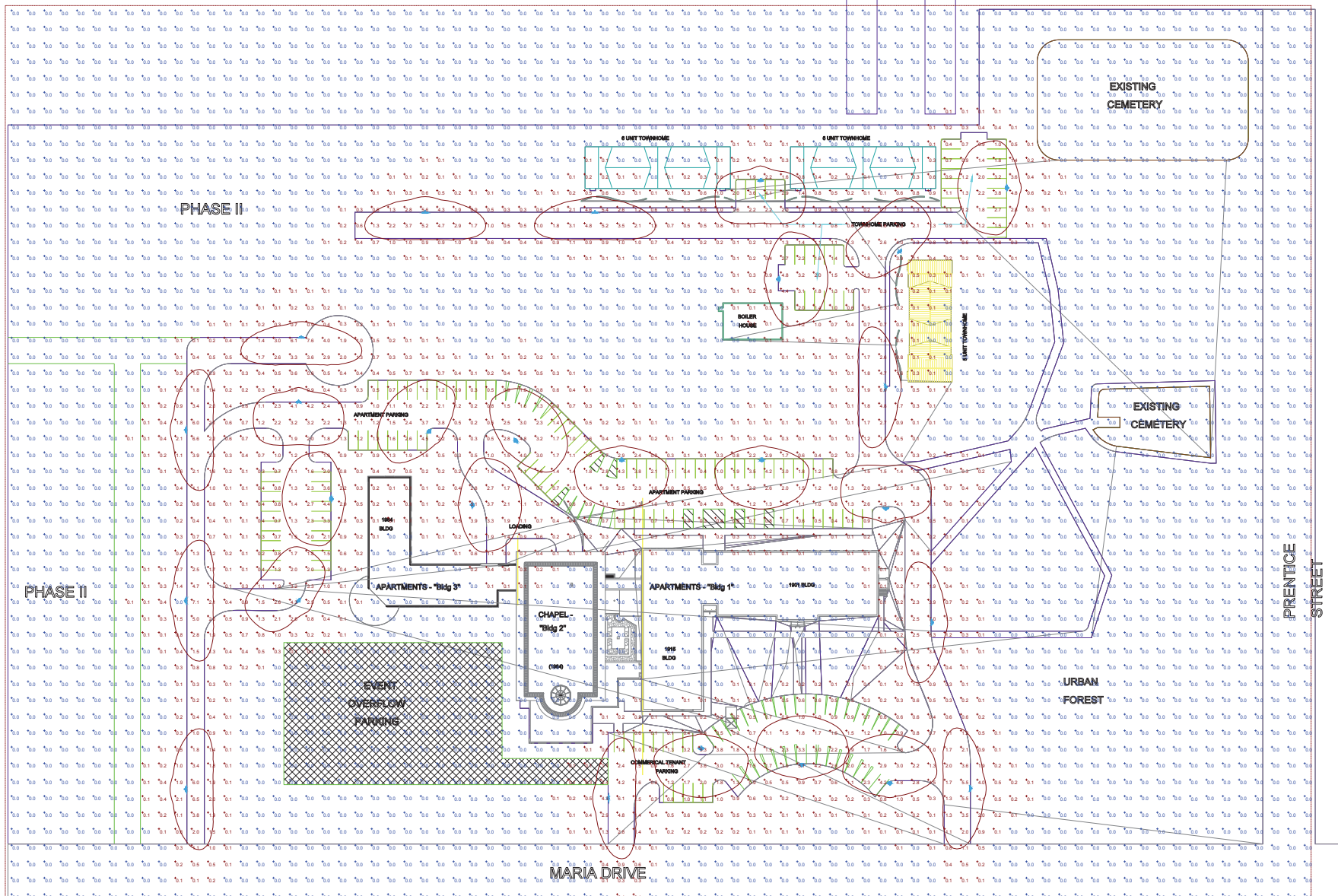
SITE LANDSCAPE PLAN

SCALE: 1"=30'

DATE: 10-02-2020

Engberg Anderson Project No. 203201.00

C300



Schedule											
Symbol	Label	Image	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	Lumen Multiple
	2		10	SIGNIFY GARDCO	ECF-S-32L-1A-NW-G2-2	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 2 OPTIC, No Shield	(2) LEDIGNE SLD LIGHT ARRAY(S) DRIVEN AT 1050mA	1	ecf-s-32l-1a-nw-g2-2.ies	13683	1
	3		5	SIGNIFY GARDCO	ECF-S-32L-1A-NW-G2-3	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3 OPTIC, No Shield	(2) LEDIGNE SLD LIGHT ARRAY(S) DRIVEN AT 1050mA	1	ecf-s-32l-1a-nw-g2-3.ies	13388	1
	4		11	SIGNIFY GARDCO	ECF-S-32L-1A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC, No Shield	(2) LEDIGNE SLD LIGHT ARRAY(S) DRIVEN AT 1050mA	1	ecf-s-32l-1a-nw-g2-4.ies	14005	1

E001

[illegible][illegible]

ECF-S EcoForm small

Area luminaire

Optical Distribution Information

Optical Rotation

Luminaires are stored with asymmetric optical systems in the standard 15° position with the optical system oriented as shown below:

Note: The head hole will normally be located on the pole at the 0° point.

Optics Rotated 180° (180°) Optics Position

Luminaires are stored with asymmetric optical systems in the 180° position with the optical system oriented as shown below:

Note: The head hole will normally be located on the pole at the 0° point.

Optics Rotated 90° (90°) Optics Position

Luminaires are stored with asymmetric optical systems in the 90° position with the optical system oriented as shown below:

Note: The head hole will normally be located on the pole at the 0° point.

Optics Rotated 270° (270°) Optics Position

Luminaires are stored with asymmetric optical systems in the 270° position with the optical system oriented as shown below:

Note: The head hole will normally be located on the pole at the 0° point.

Two Luminaire Assemblies with 180° Optical System

Two luminaire assemblies including installed with related optical systems are an assembly with a Street Light head in the center of the Street Side without additional equipment. It is important, however, that care be experienced to place that luminaire as indicated in the proper location.

Note: The head hole location is depicted on the drilling configuration for the pole.

Two Luminaire Assemblies with 90° Optical System

Two luminaire assemblies including installed with related optical systems are an assembly with a Street Light head in the center of the Street Side without additional equipment. It is important, however, that care be experienced to place that luminaire as indicated in the proper location.

Note: The head hole location is depicted on the drilling configuration for the pole.

Two Luminaire Assemblies with 270° Optical System

Two luminaire assemblies including installed with related optical systems are an assembly with a Street Light head in the center of the Street Side without additional equipment. It is important, however, that care be experienced to place that luminaire as indicated in the proper location.

Note: The head hole location is depicted on the drilling configuration for the pole.

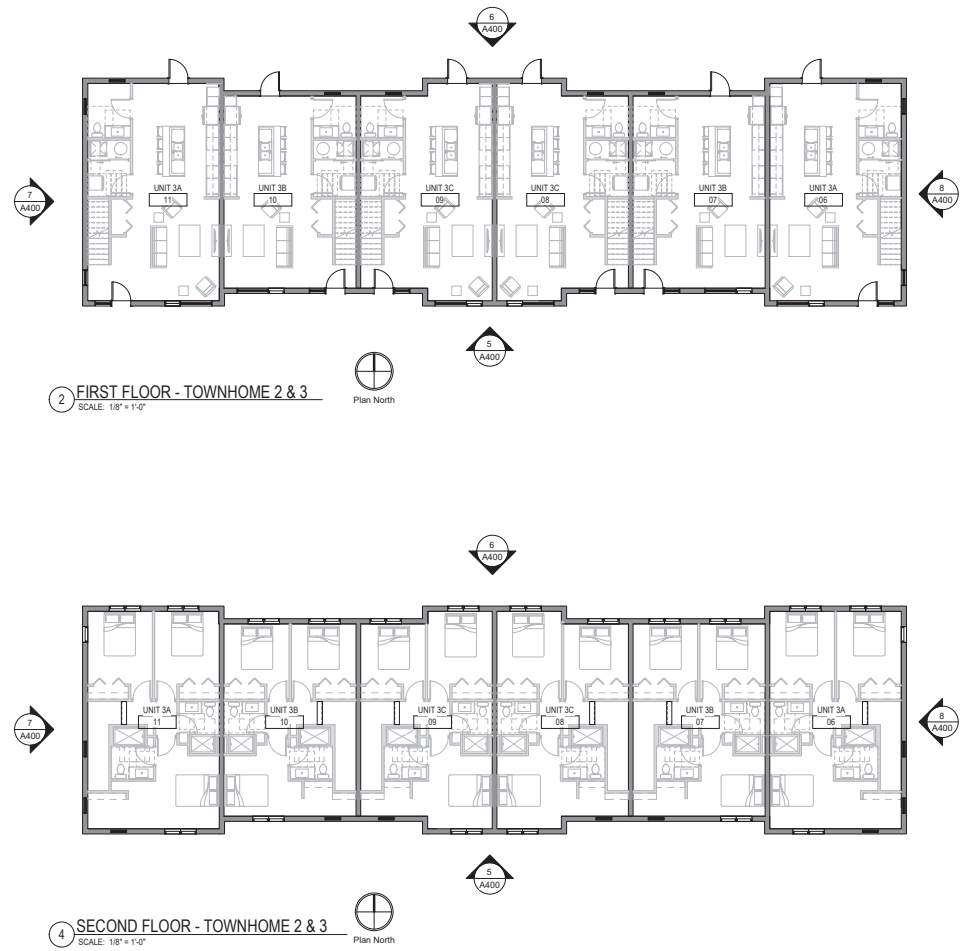
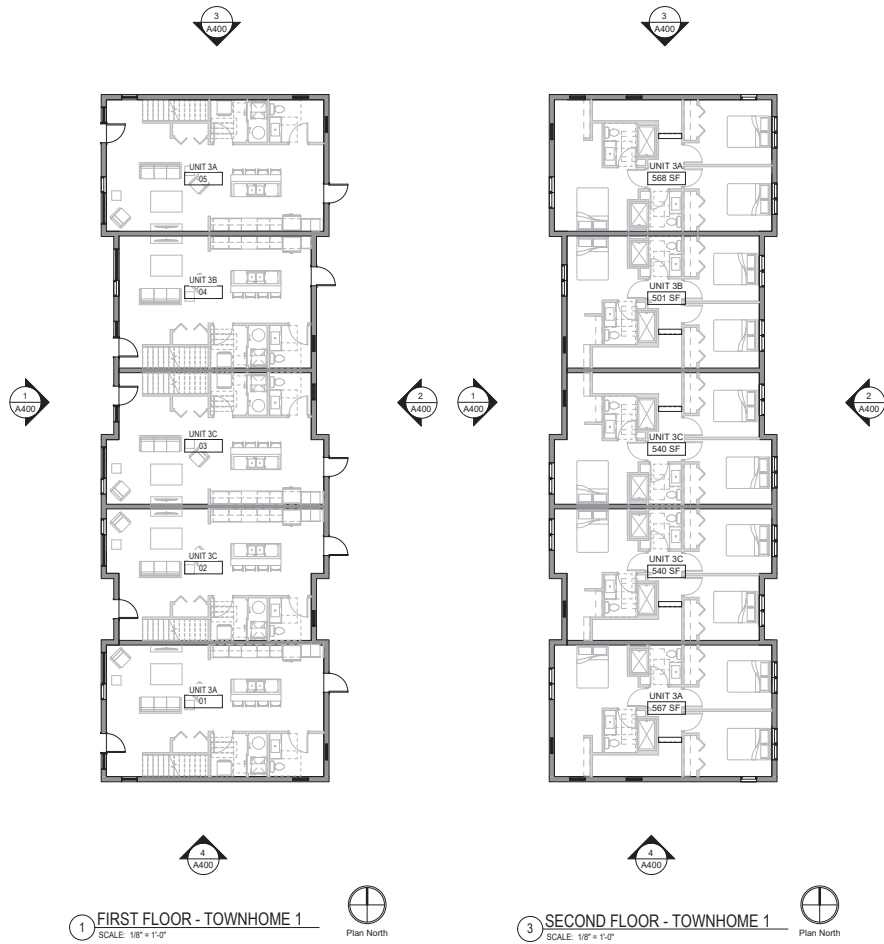
Two Luminaire Assemblies with 15° Optical System

Two luminaire assemblies including installed with related optical systems are an assembly with a Street Light head in the center of the Street Side without additional equipment. It is important, however, that care be experienced to place that luminaire as indicated in the proper location.

Note: The head hole location is depicted on the drilling configuration for the pole.

ECF-S_EcoForm_area_small 06/2019 page 6 of 16

[illegible]



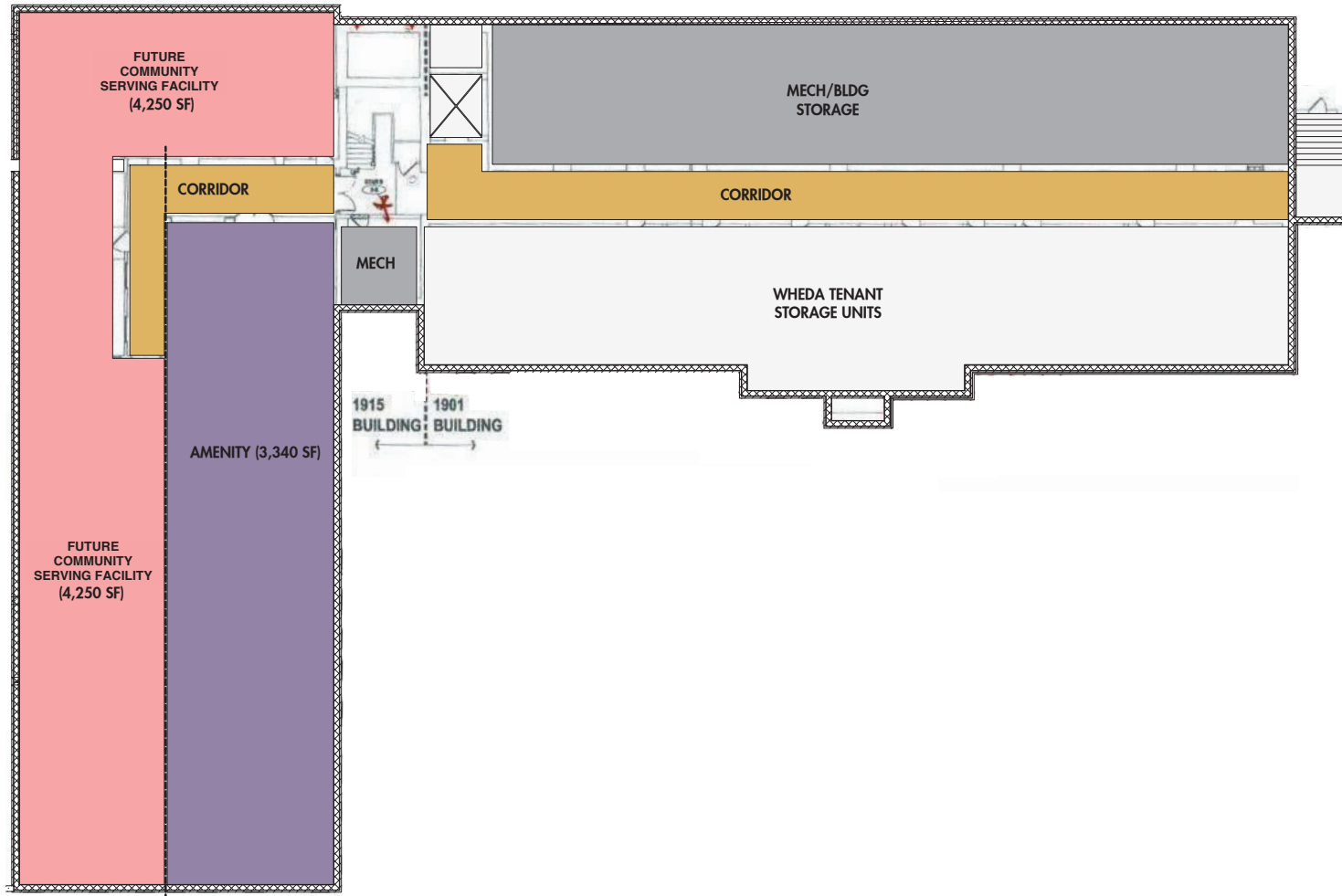
SISTERS OF ST JOSEPH TOSF - "THE GROVE"

TOWNHOME FLOOR PLANS

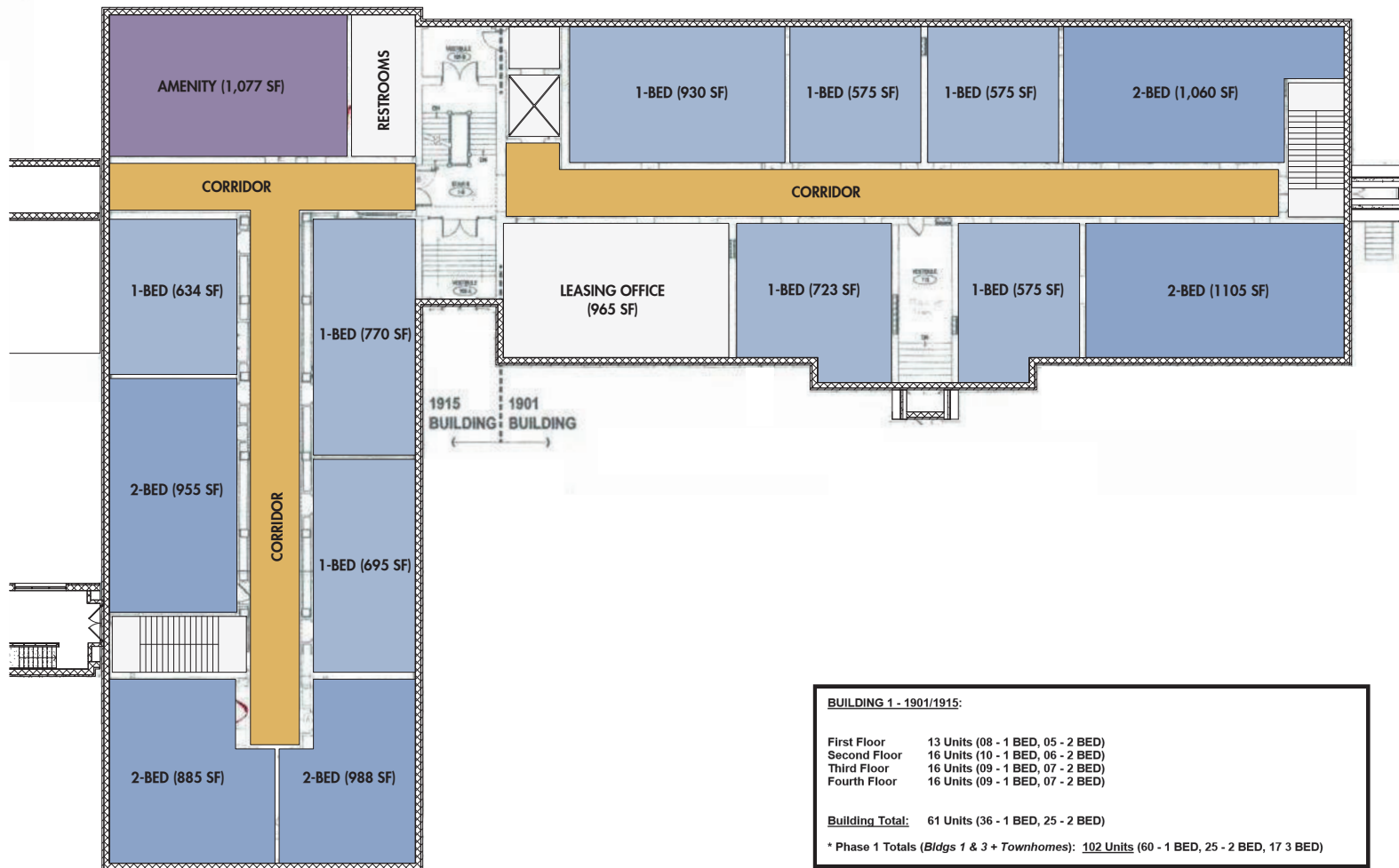
SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

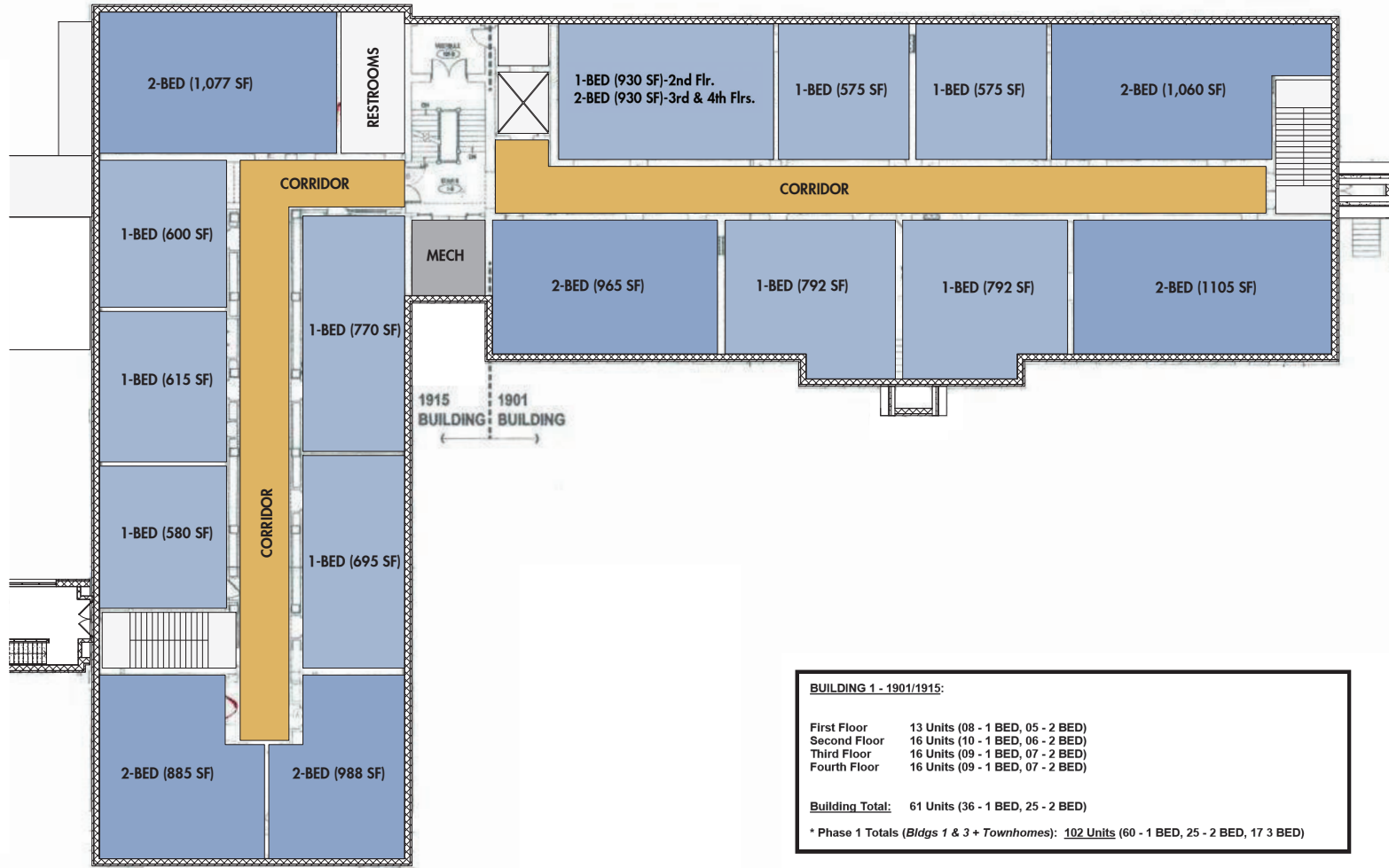


① 1901/1915 BUILDING 1 - BASEMENT
SCALE: 1/8" = 1'-0"

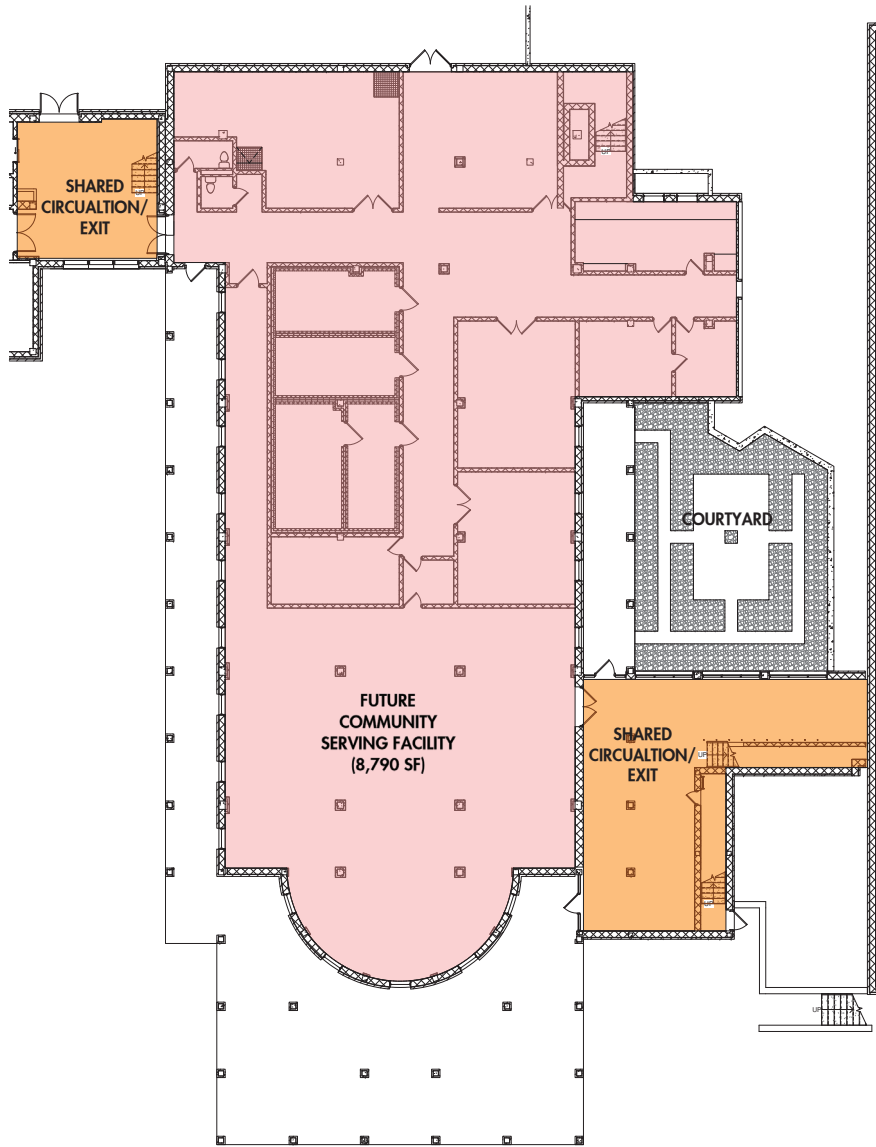


BUILDING 1 - 1901/1915:	
First Floor	13 Units (08 - 1 BED, 05 - 2 BED)
Second Floor	16 Units (10 - 1 BED, 06 - 2 BED)
Third Floor	16 Units (09 - 1 BED, 07 - 2 BED)
Fourth Floor	16 Units (09 - 1 BED, 07 - 2 BED)
Building Total:	61 Units (36 - 1 BED, 25 - 2 BED)
* Phase 1 Totals (Bldgs 1 & 3 + Townhomes): 102 Units (60 - 1 BED, 25 - 2 BED, 17 3 BED)	

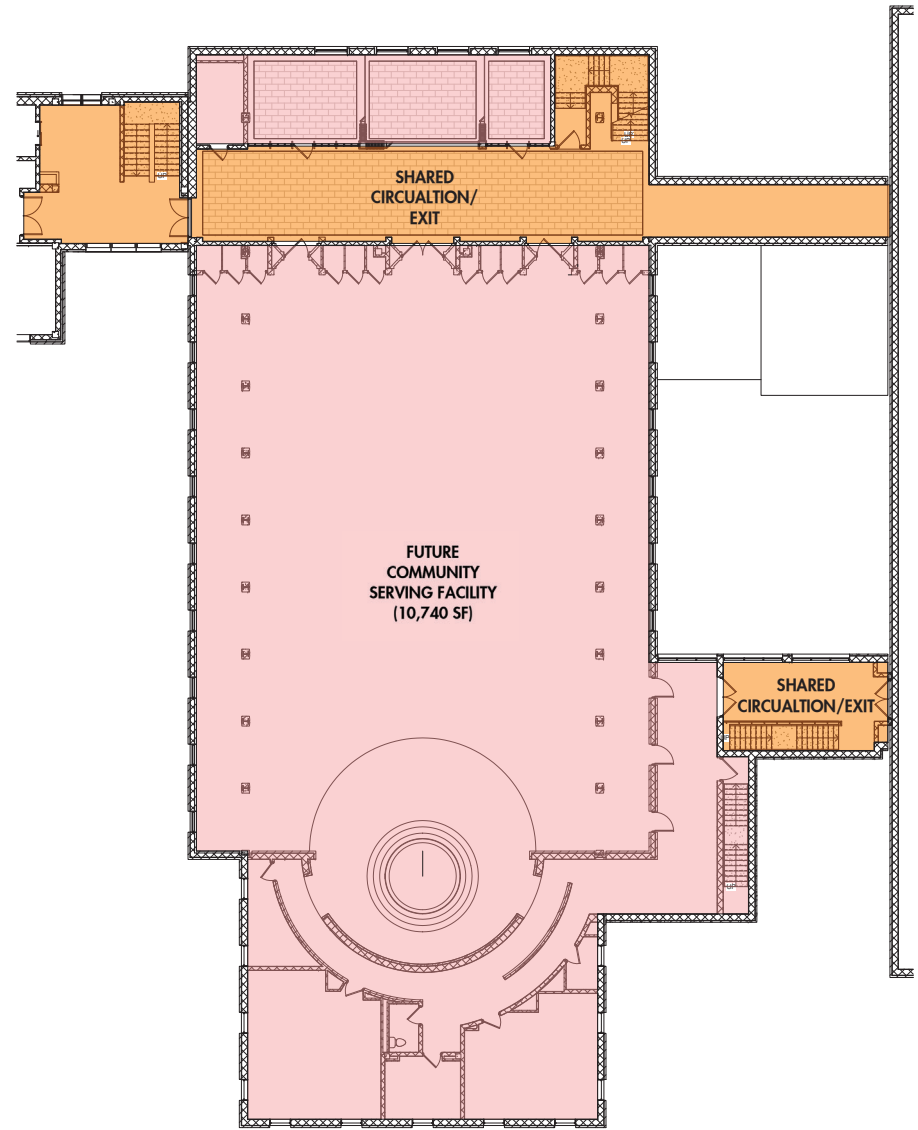
1 1901/1915 BUILDING 1 - GROUND FLOOR
SCALE: 1/8" = 1'-0"



1 1901/1915 BUILDING 1 - SECOND THRU FOURTH FLOORS
SCALE: 1/8" = 1'-0"



2 1964 CHAPEL BUILDING 2 - GROUND FLOOR
SCALE: 1/8" = 1'-0"



1 1964 CHAPEL BUILDING 2 - FIRST FLOOR
SCALE: 1/8" = 1'-0"

SISTERS OF ST. JOSEPH TOSF - "THE GROVE"

BUILDING 2 (1964 CHAPEL) FLOOR PLANS

SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

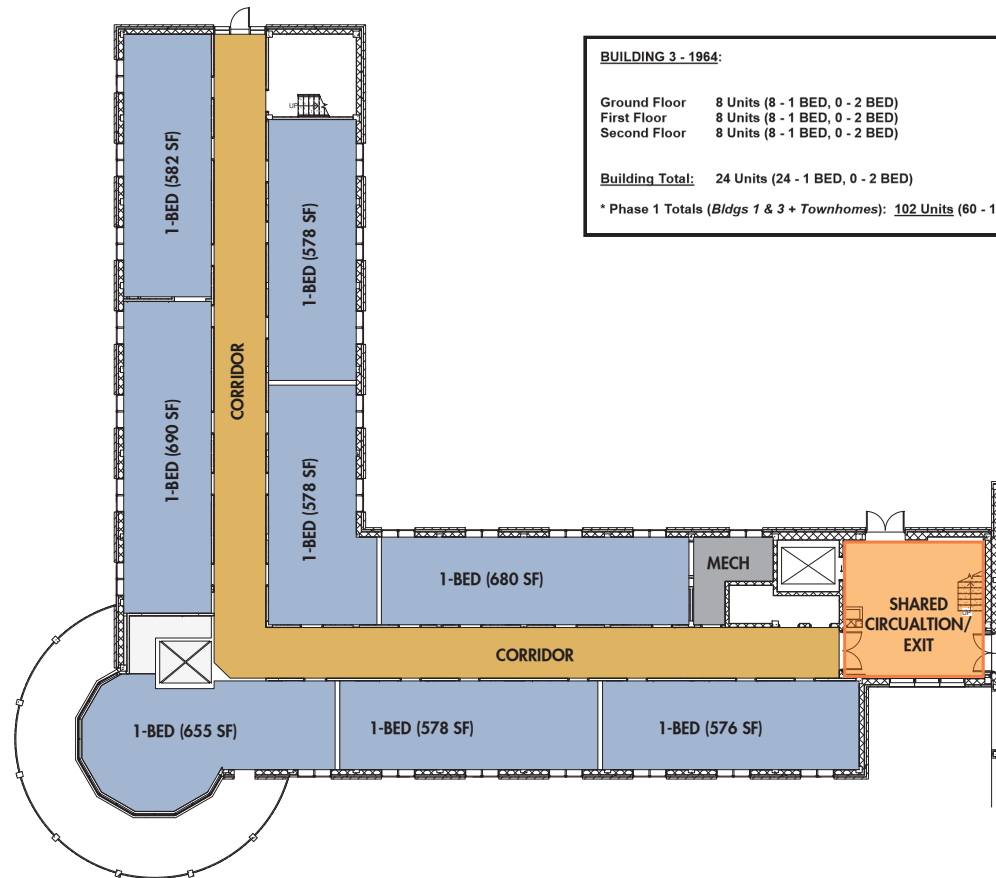


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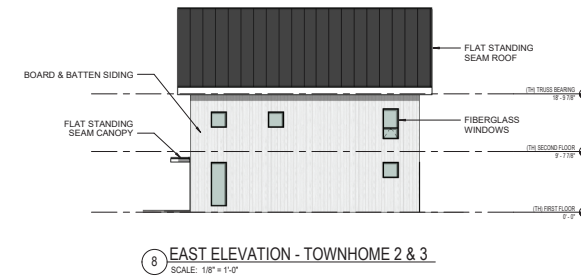
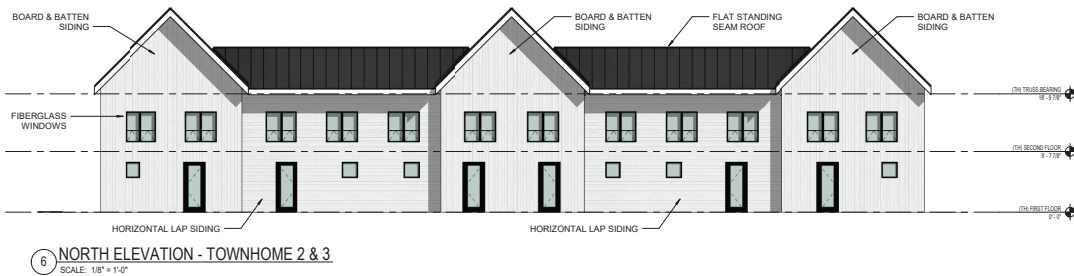
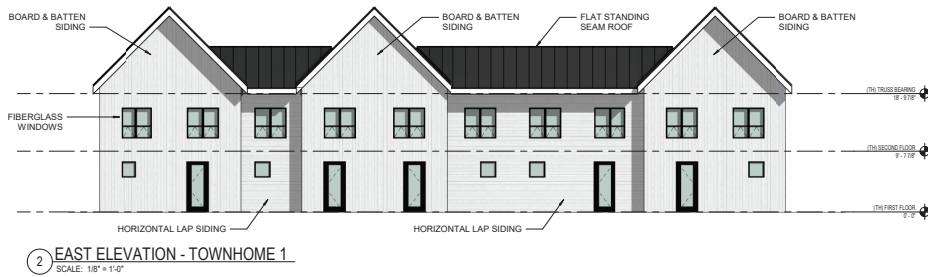
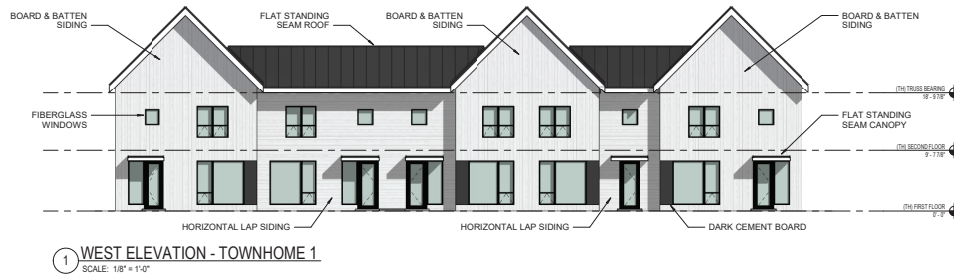
Plan North

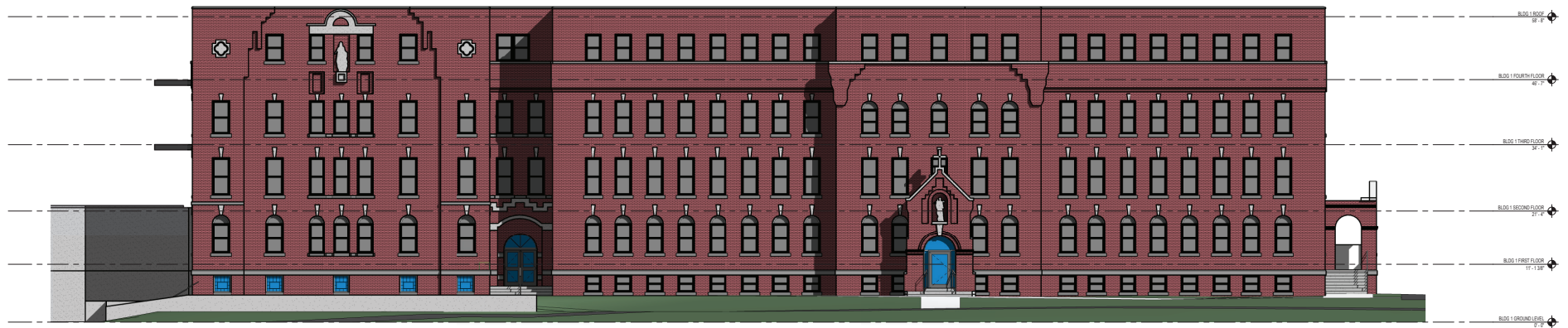
A102



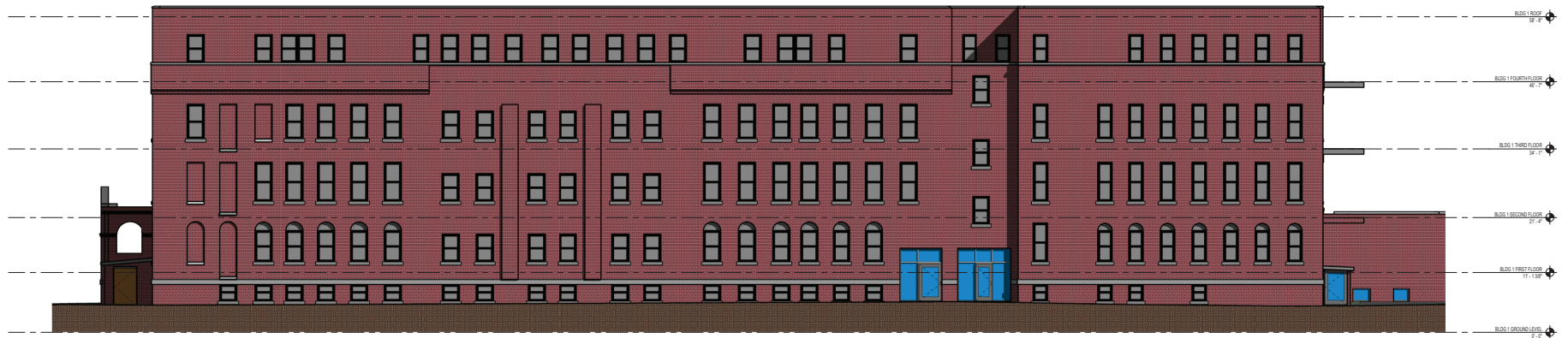
BUILDING 3 - 1964:	
Ground Floor	8 Units (8 - 1 BED, 0 - 2 BED)
First Floor	8 Units (8 - 1 BED, 0 - 2 BED)
Second Floor	8 Units (8 - 1 BED, 0 - 2 BED)
Building Total:	24 Units (24 - 1 BED, 0 - 2 BED)
* Phase 1 Totals (Bldgs 1 & 3 + Townhomes): 102 Units (60 - 1 BED, 25 - 2 BED, 17 3 BED)	

1 1964 BUILDING 3 - GROUND FLOOR THRU SECOND FLOOR
SCALE: 1/8" = 1'-0"

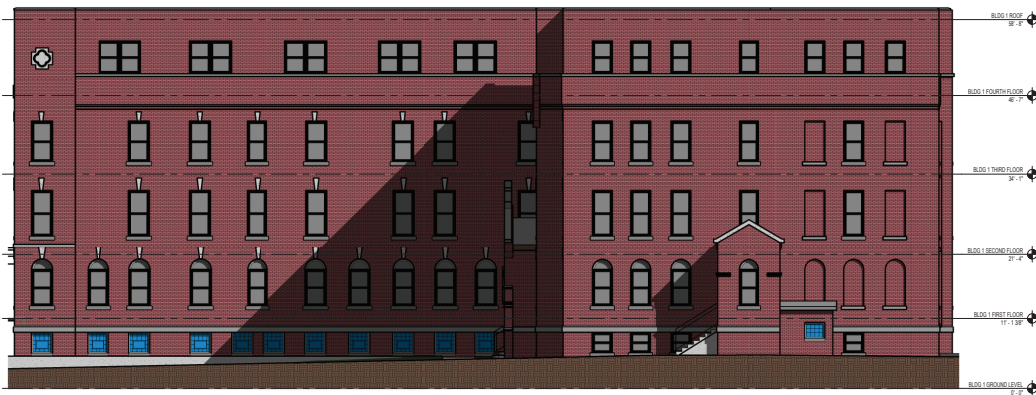




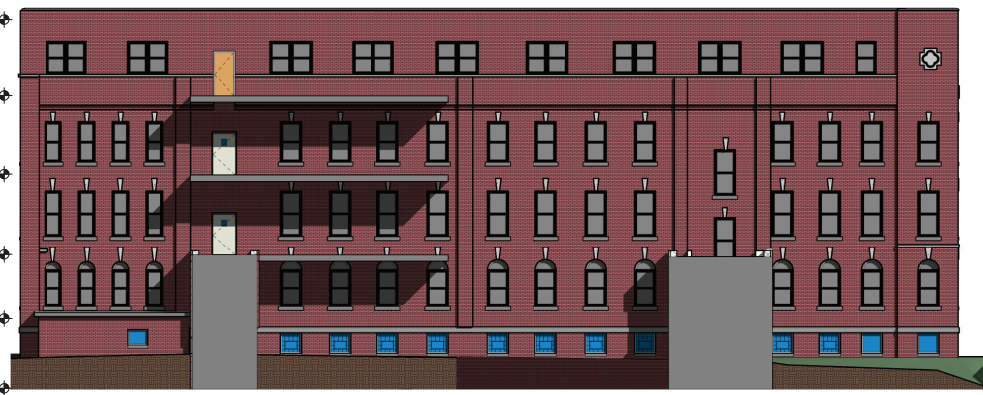
1 SOUTH ELEVATION - BUILDING 1
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION - BUILDING 1
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION - BUILDING 1
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION - BUILDING 1
SCALE: 1/8" = 1'-0"

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

EXTERIOR ELEVATIONS - BUILDING 1

SCALE: 1/8" = 1'-0"

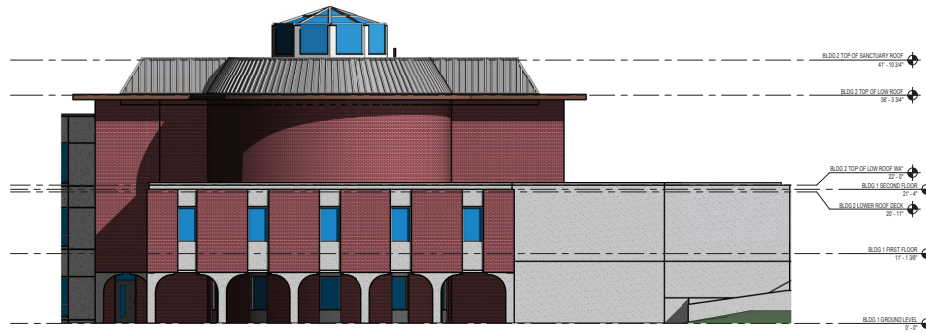
OCTOBER 5, 2020

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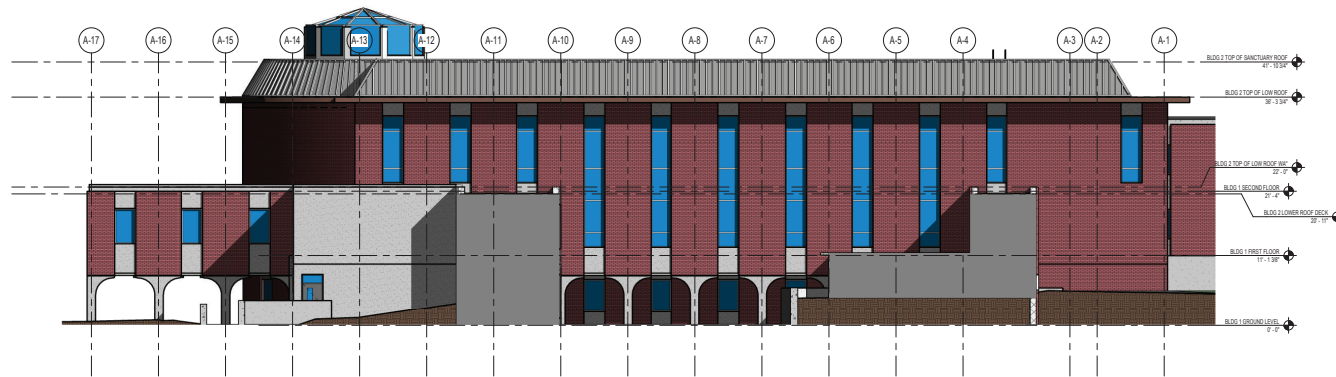
A401



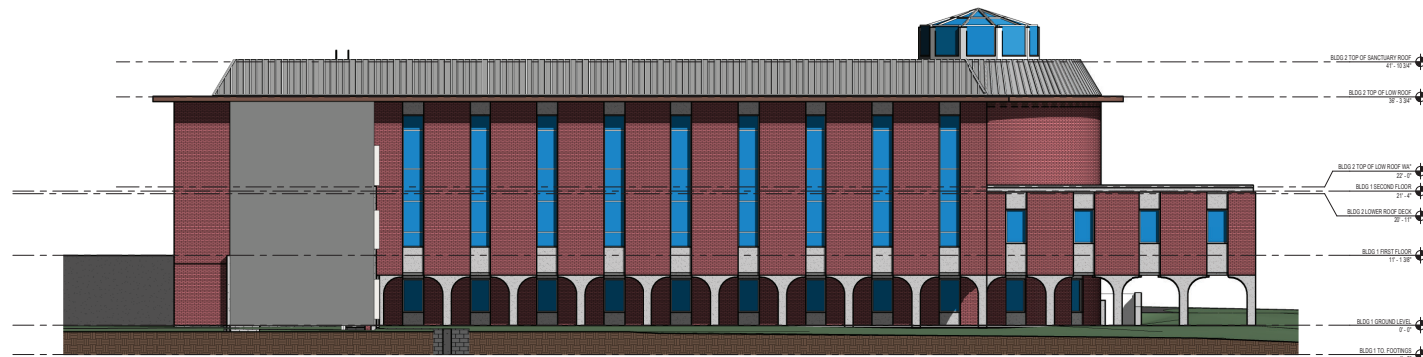
1 SOUTH ELEVATION - BUILDING 2
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION - BUILDING 2
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION - BUILDING 2
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION - BUILDING 2
SCALE: 1/8" = 1'-0"

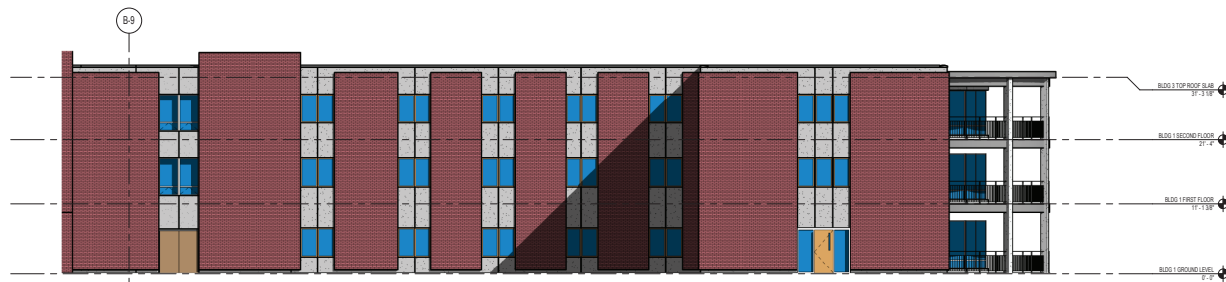
SISTERS OF ST JOSEPH TOSF - "THE GROVE"

EXTERIOR ELEVATION - BUILDING 2

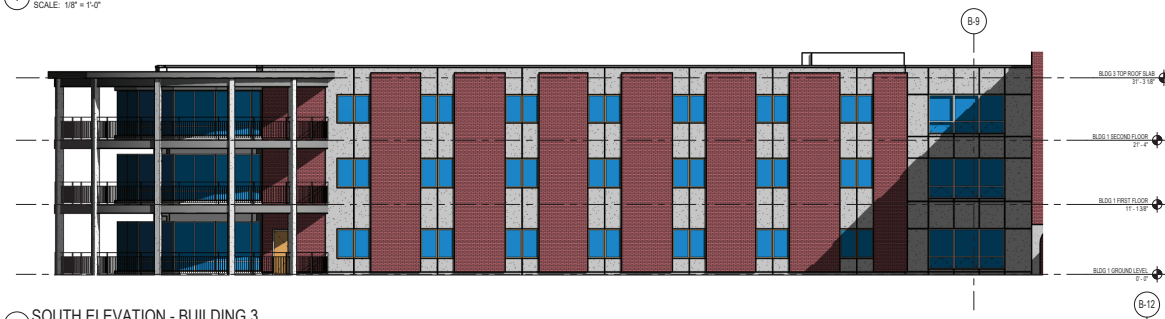
SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

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1 NORTH ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



3 WEST ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"

4 EAST ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



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SISTERS OF ST JOSEPH TOSF - "THE GROVE"

COLORED RENDERINGS: PROPOSED TOWNHOMES - VIEW LOOKING TO THE EAST AT TOWNHOMES BUILDINGS

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

A500A



MILWAUKEE | MADISON | TUCSON | CHICAGO

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

COLORED RENDERINGS: PROPOSED TOWNHOMES - VIEW LOOKING AT 6-UNIT TOWNHOME BUILDING

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

A500B



MILWAUKEE | MADISON | TUCSON | CHICAGO

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

COLORED RENDERINGS: PROPOSED TOWNHOMES - VIEW LOOKING AT 5-UNIT TOWNHOME BUILDING

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

A500C



MILWAUKEE | MADISON | TUCSON | CHICAGO

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

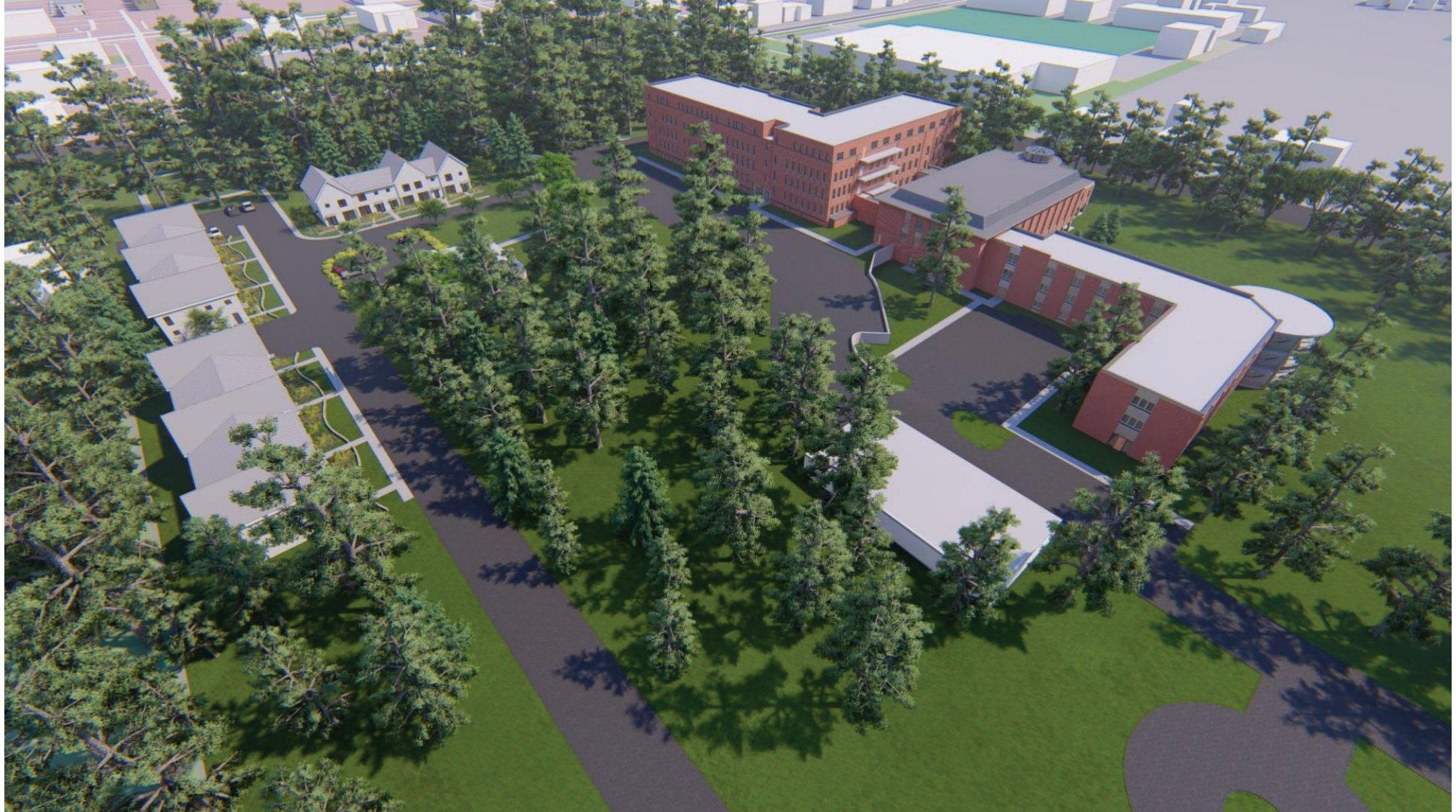
COLORLED RENDERINGS: PROPOSED TOWNHOME & EXISTING HISTORIC STRUCTURES - SOUTHEAST AERIAL VIEW

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

A500D



MILWAUKEE | MADISON | TUCSON | CHICAGO

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

COLORLED RENDERINGS: PROPOSED TOWNHOME & EXISTING HISTORIC STRUCTURES - NORTHWEST AERIAL VIEW

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

A500E



SISTERS OF ST JOSEPH TOSF - "THE GROVE"

COLORED RENDERINGS: EXISTING HISTORIC STRUCTURES - SOUTHEAST VIEW

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00



SISTERS OF ST JOSEPH TOSF - "THE GROVE"

COLORED RENDERINGS: EXISTING HISTORIC STRUCTURES - SOUTH-CENTRAL VIEW

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00



MILWAUKEE | MADISON | TUCSON | CHICAGO

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

COLORED RENDERINGS: EXISTING HISTORIC STRUCTURES - SOUTHWEST VIEW

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

A503



MILWAUKEE | MADISON | TUCSON | CHICAGO

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

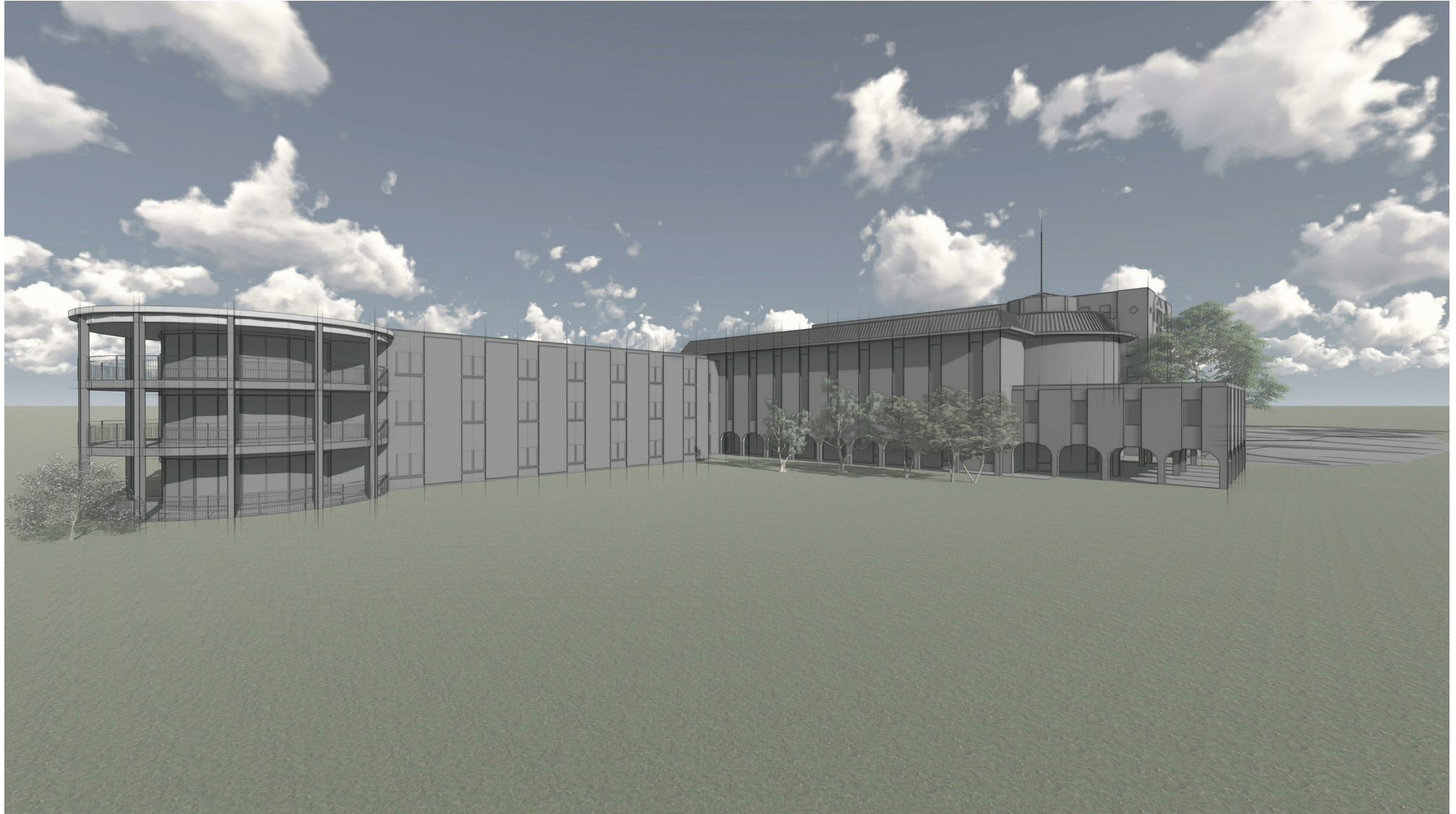
MONOCHROME RENDERINGS: EXISTING HISTORIC STRUCTURES - SOUTH-CENTRAL VIEW

SCALE: N/A

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

A504



Appendix II

GENERALCAPITAL



BEERLINE B APARTMENTS

General Capital Development

6938 N SANTA MONICA BLVD
MILWAUKEE, WI 53217

PHONE 414-228-3500
FAX 414-228-3700

WWW.GENERALCAPITALGROUP.COM

Affordable Housing

Affordable Housing

The partners of General Capital have been involved in the development, management and ownership of affordable multifamily housing projects since the 1980's. Our commitment to affordable housing involves three complimentary pursuits: development of affordable rental housing, acquisition and rehabilitation of affordable housing and the development of affordable-for-sale housing units.

General Capital's new construction of affordable rental housing has involved the use of 9% and 4% tax credits as well as other Federal and local housing programs. General Capital has successfully developed a well-known senior housing brand, the "Berkshire". Berkshire independent senior apartments are designed to specifically meet the housing and supportive services needs to allow today's independent living elderly to comfortably age in place. Berkshire residents are a part of an active, well-rounded community that provides a sense of self, well-being and inclusion. The Berkshire's commitment to quality was recognized with a Charles Edson Tax Credit Excellence Award for the Berkshire Grafton in 2003.

General Capital is actively developing several affordable residential condominium communities. These projects have involved the use of TIF funds, and other subsidized financing vehicles. The projects all are noted for their design, green built initiatives and use of quality materials. General Capital is also focused on the acquisition and preservation of apartment projects currently regulated by HUD, the IRS or State Housing Agencies and non-regulated multi-family properties that are candidates for repositioning as affordable properties. The firm has extensive experience utilizing both public and private resources to preserve the affordability of housing. Transactions have involved the investment of new tax credit equity and more conventional debt and equity strategies.



General Capital Team

David Weiss | CHIEF EXECUTIVE OFFICER

Responsibilities: Financing, contracts and partnership agreements, municipal negotiations



David is Chief Executive Officer of General Capital. He began his career in New York with Citibank's Leveraged Capital Group in the 1980s. David later became a Vice President in Citibank's Institutional Recovery Management group, where he was involved in corporate workouts, restructuring and lender litigation. In 1993, David moved to Citicorp's Real Estate Group in Chicago, where he was Vice President and team leader in the Shopping Centers Group, managing a debt portfolio in excess of \$400 million. He joined General Capital Group in 1997 as a founding Partner. David is a member of the Firm's Investment Committee and is responsible for General Capital's financial and banking relationships and risk management.

Josh Hafron | FINANCIAL MODELING

Responsibilities: LIHTC, soft money, agency coordination



Josh Hafron joined General Capital's Chicago office in 2007 with a focus on the acquisition and redevelopment of affordable/low income housing projects across the country. Josh has over 15 years of commercial real estate experience. Prior to joining General Capital, he served as assistant vice president with Urban Innovations in Chicago, where he was involved in the acquisition of affordable housing projects nationally. Josh previously held positions with First Industrial Realty Trust and First Chicago Capital Markets. Josh graduated from Tufts University and has a joint MA/MBA degree from George Washington University. He and his wife Kim live with their two children in Glencoe, IL.

Sig Strautmanis | PROJECT MANAGER

Responsibilities: Programming and design, construction, municipal entitlements, resident engagement



Sig is responsible for coordinating General Capital's design, municipal entitlements and construction. In addition, Sig leads General Capital's environmental initiatives, including managing the firm's energy efficiency program and certifying new residential projects.

In 2004, Sig was named to the Business Journal's "40 Under 40" list for his contributions to the profession and local community. Sig joined General Capital after working for LDR International, a nationally recognized land use and urban design firm in Columbia, Maryland and for the Village of Germantown, a high growth Milwaukee suburb. In addition to his work at General Capital, Sig is currently an Adjunct Assistant Professor of Urban Planning at the University of Wisconsin – Milwaukee. He has Masters degrees in Architecture and Urban Planning.

Chelle Nennig | CHIEF OPERATING OFFICER

Responsibilities: Accounting, closing/transaction management, agency compliance through stabilization



Chelle has over 25 years of experience in Real Estate Development and Property Management. After graduating from Carroll University with a Bachelor's of Science Degree in Accounting she worked at an international public accounting firm spending 5 years in the Audit practice. Chelle then joined a rapidly growing development and property management company where she rose to President. In 2000 Chelle further advanced her real estate career by joining General Capital Management. Presently, Chelle is responsible for the Investor Relations,

Accounting, Financial Reporting, Tax Compliance and Property Management Departments. Chelle also oversees the management of the student housing operations.

Renee Adrian | ACCOUNTANT

Responsibilities: Draw processing, lien waiver management, coordination of debt/equity funding



Renee is a 1991 graduate of the University of Wisconsin, Oshkosh. After working for the State of Wisconsin with the Department of Corrections, Renee worked briefly for The Midland Group as an assistant to the Property Manager. In 1996 she left Midland to work for the newly formed General Capital Management Inc. During the past 20 years with General Capital, Renee has worked as the Property Manager, Office Manager and Accounting Administrator. In her current role as Leasing Specialist Renee coordinates tenant leasing and construction and

also maintains an active role in the accounting department. Renee has been a licensed Real Estate Broker with the State of Wisconsin since 1998 and is a member of the International Council of Shopping Centers.

Carmello Maddente | MARKETING AND TECHNOLOGIES

Responsibilities: Project marketing and smart building technologies



Carmello joined General Capital in 2010 filling a new position at the firm, Director of Marketing. Prior to General Capital, Carmello worked in the marketing department at Wisconsin's largest Residential Real Estate firm. At General Capital, Carmello heads the Marketing efforts for all new and existing projects. In addition, Carmello is responsible for Innovation and best practice use of Information Technology at the firm.

Jackson Lindsay | CONSTRUCTION MANAGEMENT

Responsibilities : FFE coordinator, design/construction interface



GENERAL CAPITAL

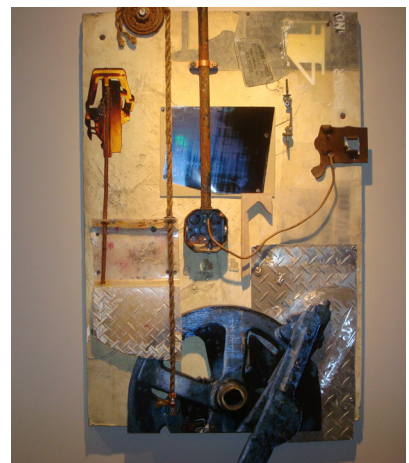
INTERIORS, COMMUNITY AND ART



GENERALCAPITAL



INTERIORS AND ART



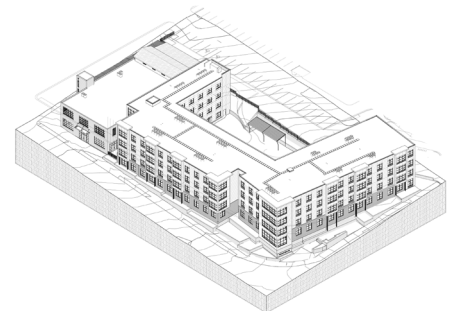
ARTBEAT AND COMMUNITY GARDENS



Development Experience

RESIDENTIAL

AFFORDABLE HOUSING



*"Cutting Edge Affordable Housing for
Millenials with Historic
Renovation of Existing
Pioneer Ford Dealership"*



RUXTON

PINE AND WATER ST, PLATTEVILLE, WI

Mixed use residential development on the former Pioneer Ford site in Downtown Platteville. Ruxton will include 71 units and approximately 2,500 square feet of commercial space. The building will be four stories tall with a connection into the Pioneer Ford building at the second floor. The Pioneer Ford building will be renovated into a new entrance and community space on the upper floor and retail space/utility rooms on the lower level. Additional retail space will be located in the high profile corner of the building on Water Street. The commercial space could be used for a coffee shop, deli, boutique retail or offices.

The residential portion of the project consists of two rectangular volumes connected by a glass atrium. The design will provide a stunning gateway element at the entrance to Downtown Platteville.

GENERAL CAPITAL

6938 N Santa Monica Blvd
Fox Point, WI 53217
tel 414-228-3500 fax 414-228-3700
www.generalcapitalgroup.com

RESIDENTIAL

AFFORDABLE HOUSING



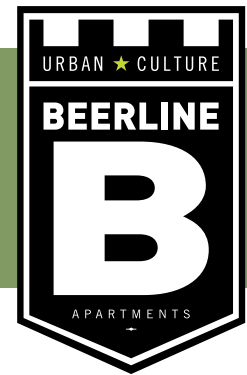
MAYOR'S DESIGN AWARD



*"Affordable Housing
Tax Credit Apartment Deal located in
the Heart of Downtown Milwaukee"*

BEERLINE B APARTMENTS

1710 N COMMERCE STREET, MILWAUKEE, WI



The Beerline apartments project is located on Commerce Street along on the River in in Downtown Milwaukee. The project has a total of 140, 1-, 2-, and 3-bedroom units. 90 of the units are in BLDG 1 on the south edge and 50 in BLDG 2 on the North, the building adds to the expansive new construction product in the downtown market. The main buidlings are split by BLDG 3, a resident / commnity lounge that features a theatre like Audio/Video experience, blazing fast Wi-Fi, a full kitchen and a wood burning pizza oven for neighborhood events and private / public community get togethers.

To finance the project, General Capital received one of the largest private allocations of LIHTC in Wisconsin's history. In addition, General Capital worked closely with the City of Milwaukee to negotiate a \$1.1 million TIF to reconstruct the Milwaukee River dock wall and Riverwalk. The project also obtained a \$400,000 brownfield grant to assist with environmental clean-up.

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RESIDENTIAL

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"Workforce housing for Milwaukee's creative class Designed with an industrial aesthetic"



HIDE HOUSE LOFTS

2615 S GREELEY ST, MILWAUKEE, WI

Hide House Lofts is a 60-unit affordable workforce housing community located in Milwaukee's trendy Bay View neighborhood. The property was developed as a housing complement to the larger Hide House creative arts complex, which includes over 60 artists and creative businesses. Hide House Lofts was developed on a property that was once part of a larger commercial tannery complex. The property was contaminated with solvents from the tannery operation and required source removal and soil encapsulation as part of a DNR Remedial Action Plan approved for the property. In the process of developing the new project, several buildings were demolished. The project achieved over 93% landfill diversion, including re-purposing wood beams into flooring for the new building.

General Capital closed on the Hide House Lofts transaction at the height of the Great Recession. This required a complex financial execution leveraging numerous sources of funds including \$1.7 million of federal TCAP (Tax Credit Assistance Program) funds.

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General Capital worked closely with the Village of Paw Paw to design and fund this project. The Village contributed \$200,000 to improve the commercial space and over \$40,000 in fee waivers and streetscape improvements.



BERKSHIRE PAW PAW

308 E MICHIGAN AVE, PAW PAW MI

The Berkshire-Paw Paw is a 42-unit affordable independent senior housing community located in the heart of Downtown Paw Paw, Michigan. Residents enjoy walking to downtown restaurants, shops and services. Autumn House Adult Day Care Services is located in the street-facing commercial space, offering area residents a safe and inviting daytime environment for adults with special needs such as Alzheimer's, dementia or other physical impairments. The Berkshire - Paw Paw is LEED® Certified, a nationally recognized environmental program that demonstrates a commitment to energy efficiency and care for the earth. Residents will benefit with lower utility bills, increased indoor air quality and overall improvement of environmental health. The facility is one of the only LEED® Certified apartment communities in Southwest Michigan.

General Capital worked closely with the Village of Paw Paw to design and fund this project. The Village contributed \$200,000 to improve the commercial space and over \$40,000 in fee waivers and streetscape improvements. The project was the first new project to be approved under the Village's Downtown Overlay District, a form-based code emphasizing mixed-use, pedestrian-oriented development. The \$9.7 million project was funded with tax credit equity from US Bancorp Community Development Corporation and a permanent loan from Chemical Bank.

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RESIDENTIAL

AFFORDABLE HOUSING



*"The Latest Addition to the Greendale
Originals"*

TOTAL UNITS

90

NEIGHBORHOOD

GREENDALE



BERKSHIRE GREENDALE

7010 W GRANGE AVENUE, GREENDALE, WI

The Berkshire-Greendale contains 90 units in a variety of configurations. The Berkshire is affordable, without compromising the important amenities that make an apartment feel like home. We offer wellness screening, regular activities, trips and special events. We have many on-site amenities and gathering places to encourage friendship and fun. Our goal is to offer a complete lifestyle for today's active senior.

Many of the units at the Berkshires are available at reduced rents for income eligible seniors. You will be pleased at how affordable luxury senior living can be.

GENERAL CAPITAL

6938 N Santa Monica Blvd
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www.generalcapitalgroup.com

RESIDENTIAL

AFFORDABLE HOUSING



"The Berkshire Muskegon was the first new development to be built under the city's recently adopted "Form Base Code," a progressive zoning tool intended to encourage more thoughtful urban design throughout Downtown Muskegon"

BERKSHIRE MUSKEGON

275 W. CLAY AVENUE, MUSKEGON, MI

The Berkshire-Muskegon is an 84-unit mixed-use senior housing community located at 1st and Clay in Downtown Muskegon. The 3-story brick building includes ground floor commercial space facing Clay, community space and resident amenities facing Webster and residential units in a courtyard configuration. AgeWell Services of West Michigan will occupy the 5,600 SF commercial space with offices and The Driftwood Café, a reduced cost food venue intended to serve the general public and area residents with limited incomes. The site produces a WalkScore® of 82, indicating a highly pedestrian environment that is convenient to shopping and services. The Muskegon Farmers Market, one of Michigan's largest and longest operating open air markets, is only two blocks away.

The Berkshire - Muskegon was the first new development to be built under the city's recently adopted "Form Base Code," a progressive zoning tool intended to encourage more thoughtful urban design throughout Downtown Muskegon. The property falls into two "character areas," each containing specific development parameters including "build to" setback lines, certain height and bulk restrictions and requirement for ground floor commercial space. One unique aspect of the process was that it was approved by City Staff, not requiring any commission or council approvals. The result is an urban, pedestrian-friendly building that fits comfortably into its downtown location.

The \$16.3 million project was funded with tax credit equity from US Bancorp Community Development Corporation and a permanent loan from Chemical Bank.

GENERAL CAPITAL

6938 NORTH SANTA MONICA BLVD
MILWAUKEE, WI 53217
(O) 414-228-3500 (F) 414-228-3700
WWW.GENERALCAPITALGROUP.COM

RESIDENTIAL

AFFORDABLE HOUSING



"General Capital worked closely with Grafton stakeholders to develop a shared vision for this 100-year-old foundry site"



BERKSHIRE OCONOMOWOC

210 S MAIN STREET, OCONOMOWOC, WI

Berkshire Oconomowoc includes 85 affordable senior apartment units, numerous activity rooms and gathering spaces, including a dramatic re-use of the historic library in the original school. The exterior of the new building takes cues from the existing facility to create a harmonious look that reflects the architectural motif of the original design.

Berkshire-Oconomowoc is located in the City's Downtown TIF district. The City provided public funds to build out the senior center, maintain a public parking lot and fund a new pocket park and improvements on Main Street. The project was financed by affordable housing revenue bonds, issued by the City of Oconomowoc's Community Development Authority. The project also received HOME funds from the HOME Consortium, further demonstrating the widespread community support the project has received.

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RESIDENTIAL

AFFORDABLE HOUSING



"A mixed-use senior project in the Historic Six Points / Farmers Market area of West Allis"

TOTAL UNITS:

80

NEIGHBORHOOD

WEST ALLIS



BERKSHIRE WEST ALLIS

1414 S 65TH STREET, WEST ALLIS, WI

The City of West Allis took a proactive approach toward an old industrial neighborhood saddled with obsolete properties and is creating a vibrant mixed-use area known as Six Points/Farmers Market. The City sought a catalytic project that would kick-start the redevelopment effort. General Capital responded with a proposal to develop 80 units of senior apartments with retail on the ground floor. The City enthusiastically endorsed the concept and became a partner in the transaction. A \$1.2 million municipal investment was made to defray acquisition, demolition and environmental remediation costs.

The developer executed a complex property assemblage and created a four-story design that addressed the commercial nature of Greenfield Avenue while maintaining a strong residential feel along 65th Street. With the City as a partner, General Capital was awarded federal affordable housing tax credits from WHEDA that enabled this high quality project to be built while maintaining rents affordable to neighborhood seniors.

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RESIDENTIAL

AFFORDABLE HOUSING



"General Capital worked closely with Grafton stakeholders to develop a shared vision for this 100-year-old foundry site"

TOTAL UNITS

66

NEIGHBORHOOD

GRAFTON



THE BERKSHIRE

1004 BEECH STREET, GRAFTON, WI 53024

In 2000, General Capital won a competition sponsored by the Village of Grafton and the Goldberg family to redevelop a 100-year-old foundry in the heart of Grafton's historic downtown. The community had a specific vision for the site, including the type of project (senior), as well as the design and orientation of buildings and landscape features. The development team utilized a public/private partnership and a complex environmental remediation process to clean up toxic foundry dust and other contaminants.

General Capital used affordable housing tax credits and built the first of its "Berkshire" properties. This flagship senior community includes 66 units of affordable independent senior housing with a variety of senior specific activity rooms and amenities. The property has enjoyed excellent occupancies since it opened in 2001.

GENERAL CAPITAL

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WHO WE ARE

At Danna Capital, we believe the best way to support our communities is to focus on the hard-working people who make it great. Improving access to safe and affordable housing changes the lives of our residents and the neighborhoods they call home.

Housing development is much more than bricks and mortar. The right developments have the power to transform communities, revitalize neighborhoods, and catalyze additional investment. And it all begins with the right partner.

By supporting our mission-driven values with analytic problem solving and financial expertise, we provide innovative housing solutions that help our communities thrive. You can trust your vision to us.

WHAT WE DO

We specialize in affordable and market-rate residential, mixed-use, and commercial development with demonstrated expertise in leading complex, multi-phased initiatives through planning, financing, design, construction, and asset management. We value community partnership and believe the best results are obtained by working closely with neighborhood leaders, urban planners, and state and local organizations and governments.

Available services include:

- Site Identification & Acquisition
- Feasibility Analysis
- Financial Modeling
- Cost Determination
- Operational Cost Assessment
- Asset Management

WHY US

With operations led by Luke Samalya, Danna Capital's team has a successful history in affordable housing development. By leveraging novel analytic techniques and automation, Danna Capital brings a modern and efficient approach to housing development.

As a minority owned company, we have a unique purview that combines our sophisticated, data-centered approach to development with a foundation in the humanistic constructs of housing stability and quality. This community-focused, person-centered style of development prioritizes the needs of residents and the impact and relationships with their communities.

We leverage our established, trusted relationships with investors, sellers, municipal officials, and building partners to bring the best possible team together to solve complicated housing problems for dynamic communities.

OUR TEAM



M. LUKE SAMALYA

Luke is Chief Executive Officer of Danna Capital. He has a Bachelor of Arts from Le Moyne College and a Master of Science from Marquette University, where he began his development career by evaluating the housing needs of vulnerable and at-risk members of the community. Inspired by the housing-first movement, Luke graduated from the Associate in Commercial Real Estate (ACRE) program, an industry supported initiative to expand minority representation in commercial real estate.

Following his academic experience, Luke worked for both non-profit and for-profit housing developers in the Midwest, including two of the top 25 affordable housing developers in the nation.

His recent development portfolio includes six awarded deals, with total allocations of over \$140MM.

ADVISORY BOARD

TIMOTHY J. RADELET

Timothy J. Radelet is a retired Madison lawyer who for 38 years focused his practice primarily on the development and financing of government subsidized low-income rental housing. He advised in matters related to real estate, business organizations, structuring of housing ownership and financing, property taxation, income tax credits, public charities, and government debt and grant financing.

Tim was staff counsel and then general counsel with Wisconsin Housing and Economic Development Authority from 1980 to 1984, and then again general counsel from 2010 to 2014. From 1984 to 2010 he was an associate and then a partner with the law firm of Foley & Lardner LLP. From 2014 to 2017 he was executive director of a small nonprofit involved in housing.





SALLI MARTYNIAK

Salli Martyniak is a nationally recognized expert in community development financial institutions (CDFIs) and brings a wealth of multi-sector experience to the table, particularly when exploring opportunities for strengthening communities and impact investing.

From 2003 to 2019, Ms. Martyniak served as president of Forward Community Investments (FCI), a nonprofit CDFI that provides low-cost, flexible financing, technical financial assistance, and grants to mission-based organizations throughout Wisconsin. Under her leadership, the organization focused its work on addressing racial inequities and socioeconomic disparities, its scope expanded from countywide to statewide, investment capital grew 20-fold, loan volume quadrupled, and the fund experienced record loan deployment levels. She raised upwards of \$100 million in investments from banks and credit unions, religious institutions, foundations, and socially minded individuals. She also led successful efforts to secure New Market Tax Credits, becoming a back-to-back, four-time winner of the highly competitive funding that brought \$120 million to develop projects throughout the state.

TROY KORSGADEN

Troy Korsgaden is a highly sought-after insurance carrier and financial services company consultant. He is the principal of Korsgaden International, which specializes in global marketing, distribution, agency building and technology strategies for many of the world's largest insurance carriers and financial services companies.



In his career, which spans over three decades, Korsgaden has instructed and spoken with hundreds of thousands of executives, agents, brokers, and staff members. A widely respected expert on the seamless distribution ecosystem. Korsgaden trains corporate insurance and financial services leaders on customer service, change management, technology, and transformational work, among many other key topics.

MHAYSE G. SAMALYA

Mhayse is the President of Samalya International, a consulting firm and is a recognized financial services leader credited for his expertise in risk management, compliance, property casualty, life insurance, banking and distribution models.

He has more than 30 years of progressively responsible experience primarily in the property casualty business directing as many as 45,000 plus employees and independent contractors in companies with revenues in excess of \$19 billion. Mhayse has led various business segments or companies through start-up, survival, turnaround and growth modes.



Appendix III



GENERC2

OP ID: DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Associated Ins. Agency 12465 Burleigh Road Brookfield, WI 53005-3193 Timothy F. Stolz	262-786-2540	CONTACT NAME: Timothy Stolz PHONE (A/C, No, Ext): 262-786-2540 FAX (A/C, No): 262-786-6441 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Ins. Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 10677
INSURED GenCap Stevens Point 88, LLC c/o General Capital Group etal 6938 N Santa Monica Blvd Fox Point, WI 53217			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			EPP0588067	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EPP0556119	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0556119	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 1443 Water Street, Stevens Point, WI 54481

CERTIFICATE HOLDER

CANCELLATION

CITYSTE City of Stevens Point 1515 Strongs Ave Stevens Point, WI 54481	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy F. Stolz
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GENERC1

OP ID: SL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2020

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PRODUCER First Associated Ins. Agency 12465 Burleigh Road Brookfield, WI 53005-3193 Timothy F. Stolz		262-786-2540		CONTACT NAME: Timothy Stolz PHONE (A/C, No, Ext): 262-786-2540 FAX (A/C, No): 262-786-6441 E-MAIL ADDRESS:	
INSURED General Capital Management, Inc. General Capital Development, LLC 6938 N Santa Monica Blvd Fox Point, WI 53217		INSURER(S) AFFORDING COVERAGE INSURER A : Hiscox Pro		NAIC #	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			ANE1050366.20	01/04/2020	01/04/2021	Ea Occurr 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 1443 Water Street, Stevens Point, WI 54481

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---	--

Dean R. Dietrich
Shane J. VanderWaal
Arthur M. Scheller, III



Dietrich VanderWaal, S.C.
530 Jackson Street
P.O. Box 1343
Wausau, WI 54402-1343
Phone: 715-845-9401
Fax: 715-848-0243
dietrich@dvlawgroup.com
www.dietrichvanderwaal.com

October 20, 2020

Mr. Mike Wiza
Mayor
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Mr. Thomas Leek
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Ms. Polly Dalton
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Mr. Shaun Morrow
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Ms. Keely Fishler
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Ms. Cindy Nebel
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Ms. Tori Jennings
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Mr. David Shorr
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Ms. Meleesa Johnson
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Mr. Jeremy Slowinski
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Ms. Mary Kneebone
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

Ms. Mykeerah Zarazua
Alderman
City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481

RE: Statements Made Regarding Stevens Point Police and Fire Commission

Dear City Officials:

We are writing as legal counsel for the Stevens Point Police and Fire Commission to address the egregious errors made in the recent article in the *Stevens Point Journal*. In that article, statements were made that the Stevens Point Police and Fire Commission was aware of the inappropriate conduct of former Police Chief Martin Skibba and assumedly failed to take any action to address the inappropriate behavior or the failure of police officers to notify the Commission of the behavior. Those statements are absolutely inaccurate and inappropriate.

As has been stated a number of times, the Stevens Point Police and Fire Commission was made aware of the allegations regarding former Chief Skibba when a report was filed with the Commission on March 17, 2020. This report from the City Attorney has been made public and is the first time that the Commission members were aware of any allegations regarding the inappropriate conduct of the former Police Chief. The only information that was brought forward regarding allegations against former Chief Skibba was a communication in 2017 where Mayor Wiza advised the President of the Commission that there were rumors of Chief Skibba smelling of alcohol but a clear indication was given to the President that there was no proof of such allegations therefore the matter was not pursued further. At no time were any written reports or written statements of charges provided to the Commission for its review and consideration. There are no such reports that were presented to the Commission which gave any indication that there were inappropriate activities or conduct ongoing in the Stevens Point Police Department.

Questions have also been asked regarding the fear of retaliation felt by members of the Department if they stepped forward to complain about the conduct of former Chief Skibba. Upon completion of the first investigation, the Commission was later advised – in late April – of additional reports of alleged alcohol use by the former chief. When those concerns were brought forward, the Commission requested an external, independent investigation of former Chief Skibba. The Wausau Police Department led this investigation. It was imperative to the Commission that this review be in depth, thorough, and complete. For that reason, the April agenda of the Police and Fire Commission was modified so that officers of the Department could come forward to share their observations. The inclusive nature of this approach provided the very outcome the Commission sought - and this community deserved – a full accounting, where those with concerns could bring them forward openly and honestly without fear of repercussion. In addition, the Commission gave assurances to the officers that there would be no retaliation for any information they provided. The Commission was not aware of any such fears from members of the Department nor was any type of report or communication given to Commission members to provide information to that effect. The Commission was unable to take any action when it did not have information brought forward to its attention.

The Commission has been working very hard to help the Department and leadership eliminate any of the fears of retaliation that may have existed in the past in the Department. The Commission has made it very clear that the new Police Chief will be expected to

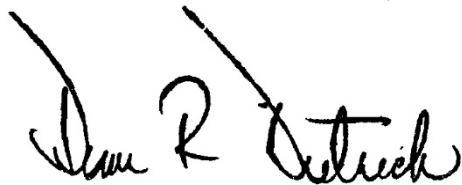
address this matter while the Commission modifies Department Policy to clearly indicate that an individual would not be subject to retaliation if reporting on a superior in the Department.

We wish to again reiterate that the Police and Fire Commission members were not aware of the alleged conduct of former Police Chief Skibba until the information was brought to its attention initially in the March 2020 Investigative Report from the City Attorney and then in further detail in the materials provided by the Wausau Police Department after the interview of various members of the Department. It is very unfair to accuse the Commission members of ignoring their responsibilities when in fact no information was brought to their attention upon which they could take steps and address the concerns.

We ask that you please rely upon the facts and not assumptions that are not supported by anything in the record.

Sincerely,

DIETRICH VANDERWAAL, S.C.

A handwritten signature in black ink, appearing to read "Dean R. Dietrich". The signature is written in a cursive, flowing style with a large initial "D" and "R".

Dean R. Dietrich

cc: Andrew Beveridge, Esq.



To: City Alderpersons

From: Mayor Mike Wiza

Date: 11/12/2020

Re: Comments regarding President Johnson's submitted resolution

First let me say that I feel the same frustrations as many do. I am outraged at the alleged behavior of Martin Skibba and the irreparable damage he has caused the Police Department and the City of Stevens Point. I looked to lay blame somewhere, the allegations in the Wausau PD report were so alarming that someone must have known about them. It doesn't appear that anyone with authority did. The responsibility of Skibba's actions fall squarely on Skibba himself and no one else.

The Council has been provided a memo from Dean Dietrich dated 6/19/2020 regarding the PFC action and resignation of Skibba. Additional documentation from City Attorney Beveridge 7/17/2020, PFC Legal Counsel Dean Dietrich on 10/20/2020 and an email from PFC President Wescott on 10/22/2020. I urge you to re-read those documents. It's my understanding that no one on City Council has ever contacted the President of the Police and Fire Commission, Dean Dietrich, or other members of the PFC with questions or for an explanation of what happened. Additionally, the PFC is holding a meeting specifically for the Alderpersons to attend on December 1st that will have an expert on the duties and powers of the Police and Fire Commission that I hope you are all able to attend.

From my perspective, this is how things played out: The first time anyone provided *evidence* of wrongdoing was the day AC Zenner and AC Rottier saw reason to believe that Skibba had been drinking and searched his vehicle. They discovered alcohol and administered a test which showed Skibba has a blood alcohol content 0.036 %, well under the legal limit. It was a violation of city policy and that is how it was pursued. Skibba claimed he had not been drinking in his car, but rather his parent's house. There was no proof he was drinking on duty. Skibba had the same rights as any employee at that time and without additional proof, this was a first offense. Skibba had retained legal Counsel and the PFC had retained Dean Dietrich as well as the City Attorney to provide guidance. The result of that incident was a 15-day unpaid suspension, counselling and evaluations. That suspension ended 3/18/2020. You may or may not agree with the punishment, but it wasn't your call to make, nor were you there for the closed sessions or to hear the advice of legal counsel.

Up to that time, there were no other reports of any misconduct, harassment, racism or anything else. After the punishment from that incident was handed down, but before the 15 day suspension was expired, those additional allegations were brought to the attention of the PFC. The PFC asked the Wausau Police Department to conduct an outside investigation of the claims. That investigation commenced and pending the outcome,

Skibba was placed on paid administrative leave. Remember, none of those allegations had been proven yet and Skibba was afforded the same rights as any other employee under the law.

The Wausau Police Department concluded their investigation and provided the PFC with a 71-page document in May of 2020. It concluded that several Police Department and City policy violations occurred and one legal violation of open intoxicants in motor vehicle in an area usually occupied by a driver. The report included interviews of several members of the Stevens Point Police Department that alleged sexist, racist and inappropriate comments and actions on behalf of Skibba.

Skibba and his attorney were confronted with the Wausau Police Department document and Skibba subsequently resigned effective 6/19/2020.

Skibba was no longer a city employee and no longer subject to discipline for violation of policy. Therefore, no further action was able to be taken.

Since that time, the Police and Fire Commission and City Administration have reviewed policies that are in place to determine how we can best provide a mechanism to be made aware of and better address incidents that may come up. We have taken a very firm and vocal stance that intimidation, harassment, bullying, sexism, racism, retaliation and misogyny will not be tolerated in our community and especially in our work environment.

I know that there is a desire to make a statement to let out community and our employees know that we will deal with those types of conduct swiftly and to the fullest extent possible. I understand your disappointment in the system and frustrations with the perception of how it was handled. I share your embarrassment of the fact that this behavior went on for quite some time without anyone in authority being aware or able to address it.

It's no less frustrating but after reading the documents submitted by our City Attorney, Attorney Dietrich and the PFC, it is easier to understand why things happened the way they did.

The citizens appointed to serve on committees and commissions are volunteers. They serve because there is a desire to help their community. Appointments recommended by the Mayor and approved unanimously by the you, the City Council, speaks to the confidence we have that they will serve to the best of their ability. I believe this commission did that. It was a very complicated situation and many hours were put in to make sure they followed the law, followed policy and most importantly, handled the matter in a way that protected the rights afforded everyone involved. Should the Wausau report have been released sooner? I say yes, but the PFC was acting on the advice of their legal counsel at the time.

I feel this resolution is misdirected blame toward the commission and that our community would be better served if we focused our energy on ensuring our employees and the public that this never happens again. The policy changes we have recommended to Council (another agenda item) is the first step in that direction.

STEVENS POINT COMMON COUNCIL RESOLUTION
November 16, 2020

WHEREAS, the City of Stevens Point Common Council is the elected legislature with statutory power and authority under Wis. Stat. Chapter 62.11(5) to manage and control “the city property, finances, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the city, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, fine, imprisonment, confiscation, and other necessary or convenient means”; and

WHEREAS, the statute mandating the creation of boards of police and fire commissions, Wis. Stat. 62.13(6), stipulates “The board shall appoint the chief of police and the chief of the fire department or, if applicable, the chief of a combined protective services department, who shall hold their offices during good behavior, subject to suspension or removal by the board for cause,” a disciplinary power which it has exclusively; and; and

WHEREAS, the Common Council has no authority over the Police and Fire Commission’s actions, and, heeding that advisement, despite Council concerns, have remained mostly silent about the Police and Fire Commission’s actions following matters involving the former police chief; and,

WHEREAS, those concerns included the Police and Fire Commission’s issuance of an insufficient penalty of a 15-day suspension against the former police chief for consuming alcohol while on duty and while carrying a firearm, and also having open intoxicants in a city-owned vehicle, in addition to their four-month suppression of the May 6, 2020 Wausau Police Department’s Internal Investigative Report “investigation focused upon allegations of on-duty alcohol use by Stevens Point Police Chief Martin Skibba”; and,

WHEREAS, when the Police and Fire Commission on October 9, 2020 released the redacted Report to the City Council, it became evident that other possible drinking-related incidents reached as far back as 2017, and that the former chief’s behavior created a hostile work culture that included intimidation, racism, and sexism leading to distressingly low morale in the rank and file; and,

WHEREAS, the independent Report details disturbing accounts of officers and staff indicating they feared retribution for speaking out about this observed behavior, and as a result, the Stevens Point Police Officers Organization issued a unanimous vote of no confidence against the former police chief; and,

WHEREAS, the Common Council has an obligation to implement the provisions of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA) and more broadly for maintaining morale, trust, and professionalism in City departments; and,

WHEREAS, the United States Equal Opportunity Employment Commissions indicates that an employer is responsible and liable for protecting its employees from “harassment by a supervisor that results in a negative employment action such as termination, failure to promote or hire, and loss of wages. If the supervisor's harassment results in a hostile work environment, the employer can avoid liability only if it can prove that: 1) it reasonably tried to prevent and promptly correct the harassing behavior; and 2) the employee unreasonably failed to take advantage of any preventive or corrective opportunities provided by the employer”; and,

WHEREAS, in December 2016 the Council passed a resolution in support of diversity and inclusion and condemned acts of violence and intimidation against marginalized groups, and in June 2019 unanimously passed a resolution in support of Pride Month.

NOW THEREFORE BE IT RESOLVED that the City of Stevens Point Common Council agrees to the following:

- We condemn in the strongest terms harassment, bullying, sexism, racism and misogyny, especially by those in the employ of the City.
- We condemn in the strongest terms any acts of retribution against employees, including police officers, fire fighters and paramedics, who report violations of city, state or federal policy.
- We support all employees, including police officers, fire fighters and paramedics, as they pursue successful careers with the City.
- We believe that no employee of the City, regardless of rank, should be allowed impunity or favor under any circumstance.
- We rebuke the Police and Fire Commission for their insufficient response to the former police chief for consuming alcohol while on duty and while armed and for having open intoxicants in a city-owned vehicle by issuing a negligible penalty of a 15-day suspension.
- We rebuke the Police and Fire Commission for withholding information that the Common Council needed to protect City employees' welfare and that the public had a right to know about its taxpayer-funded Police Department

NOW LET IT BE FURTHER RESOLVED that the City of Stevens Point Common Council commits to addressing the deficits and systems that led to the previously mentioned situations by developing necessary policies by which situations as described above are dealt with fairly, proportionately, and transparently.