

AGENDA
CITY PLAN COMMISSION

Monday, May 6, 2013 – 6:00 PM
Lincoln Center – 1519 Water Street, Stevens Point, WI 54481

(A Quorum of the City Council May Attend This Meeting)

Discussion and possible action on the following:

1. Report of the April 1, 2013 Plan Commission meeting.
2. Public Hearing regarding the proposed project plan, boundaries, and creation of Tax Incremental District No. 9.
3. Consideration of “Resolution Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 9, City of Stevens Point, Wisconsin”.
4. Request from D&L Signs, Inc., representing the Stevens Point Municipal Airport, for a sign variance to allow a freestanding sign to exceed the area and height requirements at **4501 Highway 66 (Parcel ID 2408-14-4300-01)**.
5. Presentation and discussion on a conceptual project review for a parking ramp on University property at **501 Reserve Street (Parcel ID 2408-28-3005-02)** and **2124 Fourth Avenue (Parcel ID 2408-28-3006-28)**.
6. Ground lease and property use agreement and occupancy agreement between the City of Stevens Point and the Boys & Girls Club of Portage County, Inc. for the property located at **2442 Sims Avenue and 933 Michigan Avenue (Parcel ID 2408-33-2001-05)**.
7. Adjourn.

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

Any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the City Clerk as soon as possible to ensure that a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715)346-1569, TDD# 346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

REPORT OF CITY PLAN COMMISSION

Monday, April 1, 2013 – 6:00 PM
Lincoln Center – 1519 Water Street

PRESENT: Mayor Andrew Halverson, Alderperson Jerry Moore, Commissioner Tony Patton, Commissioner Anna Haines, Commissioner Sarah O'Donnell, and Commissioner Garry Curless (Commissioner David Cooper excused).

ALSO PRESENT: Community Development Director Michael Ostrowski, Economic Development Specialist Kyle Kearns, Alderperson Mary Stroik, Alderperson Randy Stroik, Alderperson Mike Phillips, Public Works Director Schatschneider, Parks Director Schrader, Brandi Makuski, Kevin Lu, Matthew Brown, Reid Rocheleau, Katy Olson, Mary Ellen Pollock, Tom Trzinski, Barb Jacob, Carrie Freeberg, Russell Trzebiatowski, Hans Zietlow, Joan Curless, and Sarah Wallace.

INDEX:

1. Report of the March 4, 2013 Plan Commission meeting.
2. Request from Thomas Trzinski, representing Kwik Trip, Inc., for the purposes of annexing **5303 Old Highway 18 (County Parcel ID: 020240835-07.01A), along with the adjacent right-of-way and Department of Transportation property directly west and north of the aforementioned property**, from the Town of Hull to the City of Stevens Point.
3. Establishing a permanent zoning classification of either B-4 Commercial District or B-5 Highway Commercial District for **5303 Old Highway 18 (County Parcel ID: 020240835-07.01A), along with Department of Transportation property directly west and north of the aforementioned property**.
4. Request from Springfield Sign & Neon, representing Culvers, for a sign variance to allow a freestanding sign within the five foot required setback area at **332 Division Street North (Parcel ID 2408-29-1200-10)**.
5. Request from Springfield Sign & Neon, representing Culvers, for approval to allow for wall signs on two additional building facades, exceeding the two maximum wall sign façade location requirement at **332 Division Street North (Parcel ID 2408-29-1200-10)**.
6. Calling for a public hearing for the creation of **Tax Incremental District (TID) 9**, which may encompass portions of the Portage County Business Park and East Park Commerce Center.
7. Request from the Community Development Authority of the City of Stevens Point for a parking lot review, and parking lot modification to construct **Municipal Lot 16, (portions of Parcel IDs: 2408-32-2029-62, 2408-32-2029-65, and 2408-32-2029-66)**, without meeting the three foot setback requirement on the south portion of the lot.
8. Extending and naming Strongs Avenue from Main Street to Centerpoint Drive (**portions of Parcel IDs: 2408-32-2029-62, 2408-32-2029-65, and 2408-32-2029-66**).
9. Adjourn.

1. Report of the March 4, 2013 Plan Commission meeting.

Motion by Alderperson Moore to approve the report of the March 4, 2013 meeting; seconded by Commissioner Patton. Motion carried 6-0.

2. Request from Thomas Trzinski, representing Kwik Trip, Inc., for the purposes of annexing **5303 Old Highway 18 (County Parcel ID: 020240835-07.01A), along with the adjacent right-of-way and Department of Transportation property directly west and north of the aforementioned property,** from the Town of Hull to the City of Stevens Point.

Commissioner Patton asked if this is annexed would the City be responsible for the area of land on the north side of Highway 10, to which Director Ostrowski stated no it is owned by the Department of Transportation

Director Ostrowski added that in the packets was a letter from the State of Wisconsin finding this annexation in the public interest.

Motion by Commissioner Patton to approve the request annexing 5303 Old Highway 18 (County Parcel ID: 020240835-07.01A), along with the adjacent right-of-way and Department of Transportation property directly west and north of the aforementioned property, from the Town of Hull to the City of Stevens Point; seconded by Commissioner Curless. Motion carried 6-0.

3. Establishing a permanent zoning classification of either B-4 Commercial District or B-5 Highway Commercial District for **5303 Old Highway 18 (County Parcel ID: 020240835-07.01A), along with Department of Transportation property directly west and north of the aforementioned property.**

Director Ostrowski stated that staff recommends the "B-5" Highway Commercial zoning because typically any property that is east of the interstate and abuts Highway 10 has been zoned "B-5". He stated that he has spoken with the owner of Kwik Trip about rezoning the property to the south from "B-4" to "B-5," so that both properties are consistent. He stated that this would need to occur at a later date. The reason the property was originally zoned "B-4" was because the setbacks of "B-5" district for the street yard were at 40 feet. They have since been changed to 25 feet for streets other than Highway 10.

Motion by Commissioner Haines to establish a permanent zoning classification of "B-5" Highway Commercial District for 5303 Old Highway 18 (County Parcel ID: 020240835-07.01A), along with Department of Transportation property directly west and north of the aforementioned property; seconded by Commissioner O'Donnell. Motion carried 6-0.

4. Request from Springfield Sign & Neon, representing Culvers, for a sign variance to allow a freestanding sign within the five foot required setback area at **332 Division Street North (Parcel ID 2408-29-1200-10).**

Director Ostrowski stated there are two requests from Culvers, the first is for a variance, and the second is allowable with Plan Commission and Common Council approval within our sign code. The sign variance request is a request to place the free standing sign where the previous Kwik Trip sign was located. Staff has indicated that the property is somewhat unique in that in that there is a frontage road on the property and that there is a large boulevard area between Division Street and

the frontage road. He continued stating that if the sign was placed on the south end of the lot, visual obstructions along the southern edge of the property would impede the sign and if placed to the west of the proposed location it would cause encroachment into the additional parking areas. Staff would recommend approval of the variance for the two and a half foot setback requirement along the property line to the east with the following conditions:

- The sign shall not exceed 20 feet in height.
- The sign shall not exceed 100 square feet in area.
- If the area where the sign is proposed to be located is ever needed for public purposes (e.g. street widening, etc.), the applicant/owner agrees that the cost of such acquisition by the City shall not include the value of the sign if it is located within the 5 foot setback requirement area.

Commissioner Curless asked if the sign would be on the west side of the frontage, to which Director Ostrowski stated the sign will be on the east side of the frontage road.

Motion by Alderperson Moore to approve the sign variance to allow a freestanding sign within the five foot required setback area at 332 Division Street North (Parcel ID 2408-29-1200-10) with the following conditions:

- **The sign shall not exceed 20 feet in height.**
- **The sign shall not exceed 100 square feet in area.**
- **If the area where the sign is proposed to be located is ever needed for public purposes (e.g. street widening, etc.), the applicant/owner agrees that the cost of such acquisition by the City shall not include the value of the sign if it is located within the 5 foot setback requirement area.**

Seconded by Commissioner Curless. Motion carried 6-0.

5. Request from Springfield Sign & Neon, representing Culvers, for approval to allow for wall signs on two additional building facades, exceeding the two maximum wall sign façade location requirement at **332 Division Street North (Parcel ID 2408-29-1200-10)**.

Director Ostrowski stated that the sign code allows for two facades (walls) to contain signage and Culvers has requested to put a sign on each of the four exterior walls. Staff does not see any concern with this given it is a commercial area, the signs are well designed in terms of aesthetics, and they are low lit channel type signs that help break up the façade. Furthermore, they are not very large and meet all other pertinent requirements. Staff recommends approval with the following conditions:

- Wall signs shall meet the applicable requirements within the district.
- Wall signs shall be channel or similar type signs where only the lettering and/or the accent is illuminated.

Commissioner Curless asked if a logo is considered a sign, to which Director Ostrowski stated yes. In addition, Commissioner Curless pointed out that McDonalds has the big "M" logo on all four sides, to which Director Ostrowski stated he is aware of the situation.

Motion by Commissioner Curless to allow wall signs on two additional buildings facades, exceeding the two maximum wall sign requirement at 332 Division Street North (Parcel ID 2408-29-1200-10) with the following conditions:

- **Wall signs shall meet all applicable requirements within the district.**
- **Wall signs shall be channel or similar type signs where only the lettering and/or the accent is illuminated.**

Seconded by Alderperson Moore. Motion carried 6-0.

6. Calling for a public hearing for the creation of **Tax Incremental District (TID) 9**, which may encompass portions of the Portage County Business Park and East Park Commerce Center.

Director Ostrowski stated we are looking at creating TID 9 which would encompass the East Park Commerce Center as well as a portion of the northern part of the Portage County Business Park. In addition, the district would include the railroad right of way just to the north of this site as well as some of the Interstate right of way. The interstate is included in order to potentially assist with improvements at the County Club Drive rail crossing. He continued stating that this is just calling for the public hearing, which would occur at next month. He added that there timetable within the packet.

Motion by Mayor Halverson to call for a public hearing for the creation of Tax Incremental District (TID) 9; seconded by Commissioner O'Donnell.

Alderperson Moore asked if there would be an updated map of the area included in TID 9, to which Director Ostrowski stated yes.

Motion carried 6-0.

7. Request from the Community Development Authority of the City of Stevens Point for a parking lot review, and parking lot modification to construct **Municipal Lot 16, (portions of Parcel IDs: 2408-32-2029-62, 2408-32-2029-65, and 2408-32-2029-66)**, without meeting the three foot setback requirement on the south portion of the lot.

Director Ostrowski stated that on January 24th a meeting was held with surrounding property owners to discuss concept plan 1, which included the construction of a parking lot and greenspace, as well as extending Strongs Avenue to the north from Main Street to Centerpoint Drive. He continued, stating that after receiving feedback from stakeholders, a second concept plan was

created. Director Ostrowski explained the differences between the two plans and the reasoning for changes, such as the increased parking and decreased greenspace in concept plan 2. The second concept plan was emailed to the same stakeholders whom most of which preferred it over plan 1. Recently, an email was received from Ada Sanders who preferred the greenspace in Plan 1. Director Ostrowski stated that staff is recommending Plan 2 due to the increased parking offered. In addition, while plan 1 includes a greenspace area in the southwestern portion of the lot, the functionality of this area comes into question. In addition, ongoing maintenance for this area creates additional concerns and costs. He continued stating that the costs in general are about the same between the two concepts. Director Ostrowski explained that he would like to continue the historic streets lights along Strongs Avenue; however, the plan includes 30 foot tall lights for the interior parking lot, similar to those on Michigan Avenue. Costs savings for larger more efficient poles are nearly \$50,000. Lastly, he added that Plan 2 provides crossings for the Strongs Avenue extension, as well as a visual corridor all the way to the Lullabye site for a possibility of a mid-block crossing on Centerpoint.

Commissioner Haines asked for more explanation on the parcel to the north, to which Director Ostrowski stated the Dunham's building and empty parking lot exist at that location, both of which will be separated as two redevelopment RFP's. Commissioner Haines asked for clarification as to whether or not the proposed plan can support businesses on the northern lots, to which Director Ostrowski stated yes. Furthermore, Director Ostrowski stated that the concern is with the Executive Place filling up, and the Shopko lot getting full, the proposed parking will elevate some of the issues in the Shopko lot. He continued stating that while downtown has a lot of parking; it is all just in the wrong areas to adequately serve the downtown businesses. Director Ostrowski also explained that with this new parking lot there is a pedestrian walkway from by the Plaza Building that will help connect it to Main Street. Businesses also have the ability to create a second entrance, or facade on the northern side. Commissioner Haines then asked if there would be a risk of the new lot filling up with Mid-State students and teachers, to which Director Ostrowski explained that we will have to look at how the lot is regulated. He stated that the MSTC lot has over 200 spaces.

Commissioner Curless asked where a new building would be constructed, to which Director Ostrowski stated to the east of Dunham's, which is currently a parking lot. Mayor Halverson added that we, the city, would also regulate and keep open the access point on the northeast side for access to Strongs Avenue to the northern parking lot area.

Director Ostrowski explained that he did have a conversation with Ada Sanders this morning regarding the Q Gallery and their parking area on the north side, but right now there is no plan to eliminate service court 2. Commissioner Haines asked if the Fox Theater was going to expand, to which Director Ostrowski stated this plan does leave room for them to expand. Commissioner Haines pointed out that expansion would cut off Q-Gallery from its parking, to which Mayor Halverson stated that would be something that would have to be accommodated somewhere else.

Director Ostrowski stated that the majority of the lot has approximately eight foot setbacks, but the area on the southwest side of the lot has less than the 3 foot requirement due to the sidewalk and current private parking stalls in service court 1. He also included that there would be two designated dumpster locations that would clean up the appearance of the numerous scattered dumpsters.

Alderperson Moore asked if service court 1 would have access to Third Street, to which Director Ostrowski stated yes.

Commissioner Haines asked what the dimensions are of the larger green space on concept plan 2, to which Director Ostrowski stated approximately 100 feet by 75 feet. Thereafter, Director Ostrowski requested a condition of approval be to allow staff to make modifications to the plans, as plans with surrounding business owners have not been finalized.

Commissioner Curless asked about funding for this lot, and if the city still owns the Dunham's building, to which Director Ostrowski stated yes, and funding would be from the city and the CDA, as well as potential WEDC grant funds for the environmental related activities. Director Ostrowski continued stating that the difficulty is that if we do create another building on the development pad and put an employer with 50-60 employees; it will create a parking issue. In addition, this year there will be maintenance work in repaving half of the Shopko lot so the intent is to construct this lot and have it available for when that work occurs.

Commissioner Curless asked if the parking lot is going to be an hourly parking lot, or all day, to which Mayor Halverson answered that the definite determinations have yet to be made, but it will be some sort of regulated parking. Director Ostrowski added, given that Mid-State does have a considerable amount of parking, it will alleviate some of the concerns. Mayor Halverson added that the intent is to keep the students and faculty from Mid-State parking west of Third Street. He continued pointing out that this parking lot accomplishes two major goals for downtown by adding parking in the right place and having two north/south two-way streets reestablished. Commissioner Curless asked if this lot will benefit the Lullabye site, to which Mayor Halverson answered definitely, and Director Ostrowski added that it is one of the reasons in keeping the pedestrian walkway and visual affect as you go from Centerpoint Drive to Main Street.

Barb Jacob, 1616 Depot Street, asked if this is the parking lot that the city is borrowing \$1.7 million to create, and asked for clarification that service court 1 is being done, but not service court 2, to which Mayor Halverson stated yes and service court 2 is done already, no additional funding would be needed for this area.

Mary Ellen Pollock of QRS Cooperation is concerned for the rear access of the Q Gallery and is not comfortable with the access being in the location of this plan. Mayor Halverson explained that the access would only be changed, if the Fox Theater expanded and encompassed the rear of the Q

Gallery building to the west, and the city would be extremely accommodating with how that moves forward.

Reid Rocheleau, 408 Cedar Street, stated that he is concerned over the cost of the project when there are streets in the city that are in need of repair. Furthermore, a parking or traffic study should be done for this area. He feels this project should be put on hold.

Alderson Moore was excused from meeting 6:35 PM.

Alderman Phillips requested the Parks Director to explain the amount of additional cost to maintain the lot and asked the Public Works Director to discuss the issues with snow removal for the lot. He also asked for the plan to be redrawn to maximize the parking without the future planning of the expansion of the Fox Theater and other areas to improve the aesthetics.

Katy Olson of the Children's Museum feels a great opportunity exists to utilize the greenspace area, in collaboration with the Children's Museum and other businesses which would create a great feature for downtown and would like the greenspace to stay as portrayed in plan 1.

Mayor Halverson stated that the Engineering Department designed this parking lot with the best balance to maximize parking and greenspace. He further explained that when the mall was built it was substandard in regards to the amount of parking associated with the building, so the outboard lot adjacent to the High Rise, the outboard lot that was built south of the old Portesi site, the outboard lot that was constructed by the now Emy J's, the outboard lot across the street, the Crosby lot, and the other outboard lots were counted in the total parking space number that was required for the original construction of the mall in 1984 and 1985. Mayor Halverson continued stating that there is a lot of parking downtown, the problem is that it is in the wrong locations, and there is a need to inject parking into the center area to support the old Dunham's building. Greenspace is important aesthetically, but does cost money to maintain, and that is why Plan 2 was chosen to provide balance of parking and greenspace.

Commissioner Curless asked if there wasn't a parking lot, what would be done with the space, to which Mayor Halverson answered, it would be seeded and left alone until a plan for redevelopment was created. He continued stating that in terms of plowing, the end caps of the parking lot are not razed features, so the plowing of this lot is simple, and Strongs Avenue would be wide enough for parking on one side, but that is not initially what we want in that area.

Commissioner Haines asked that with the other municipal lots, can the city then redevelop those, to which Mayor Halverson stated we can now. Director Ostrowski added that those parking lots are released from the reciprocal agreements and now can be developed. Commissioner Haines also asked about the past PDI plan and if this goes along with that. Director Ostrowski stated the PDI originally had Meadow Street coming through this area as a full street, but that would be difficult to do as the DOT would be involved to create ingress/egress of CenterPoint Drive.

Commissioner Curless asked how one would access a business such as the Wooden Chair from the parking area, to which Director Ostrowski stated you can use the pedestrian walkway similar to the one by the Library. Mayor Halverson added that this existing walkway was taken into consideration while designing the lot to maximize the pedestrian flow directly to Main Street.

Motion by Commissioner Haines to approve the request from the Community Development Authority of the City of Stevens Point to construct a parking lot based on concept plan 2, without meeting the three foot setback requirement on the south proportion of the lot, and to allow for staff to make modifications to the plan; seconded by Commissioner Patton. Motion carried 5-0.

8. Extending and naming Strongs Avenue from Main Street to Centerpoint Drive (**portions of Parcel IDs: 2408-32-2029-62, 2408-32-2029-65, and 2408-32-2029-66**).

Motion by Commissioner Haines to approve the extending and naming of Strongs Avenue from Main Street to Centerpoint Drive (portions of Parcel IDs: 2408-32-2029-62, 2408-32-2029-65, and 2408-32-2029-66); seconded by Commissioner Patton. Motion carried 5-0.

9. Adjourn
Meeting Adjourned at 6:52 PM.



Memo

Michael Ostrowski, Director

Community Development

City of Stevens Point

1515 Strongs Avenue

Stevens Point, WI 54481

Ph: (715) 346-1567 • Fax: (715) 346-1498

mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission
From: Plan Staff
CC:
Date: 4/25/2013
Subject: TID 9 Boundaries and Project Plan

The Common Council approved the hiring of Ehlers to start the creation of Tax Incremental District (TID) 9. Furthermore, they approved calling for a public hearing on the matter (see attached notice). The next step in the process is for the Joint Review Board, along with the Plan Commission and Common Council to review and adopt the TID 9 boundaries and project plan. The TID 9 boundary map and project plan are enclosed with this memo. A resolution designating TID 9 boundaries and approving the project plan has been drafted, and is enclosed with this memo.

In late 2012, the City annexed approximately 762 acres of land for the creation of East Park Commerce Center. The City is still working with the Wisconsin Economic Development Corporation on the Certified Sites Program for this area. At this time, there is only one remaining issue, the endangered species review. This review should take place during the first part of June 2013. In addition to the 762 acres, it is proposed that TID 9 also include a northern portion of the Portage County Business Park. TID 9 is proposed to contain 878 acres, and be designated as an industrial TIF district.

Please find enclosed a resolution approving TID 9 boundary and project plan.

**NOTICE OF PUBLIC HEARING
AND JOINT REVIEW BOARD MEETING
REGARDING THE PROPOSED CREATION OF
TAX INCREMENTAL DISTRICT NO. 9
IN THE CITY OF STEVENS POINT, WISCONSIN**

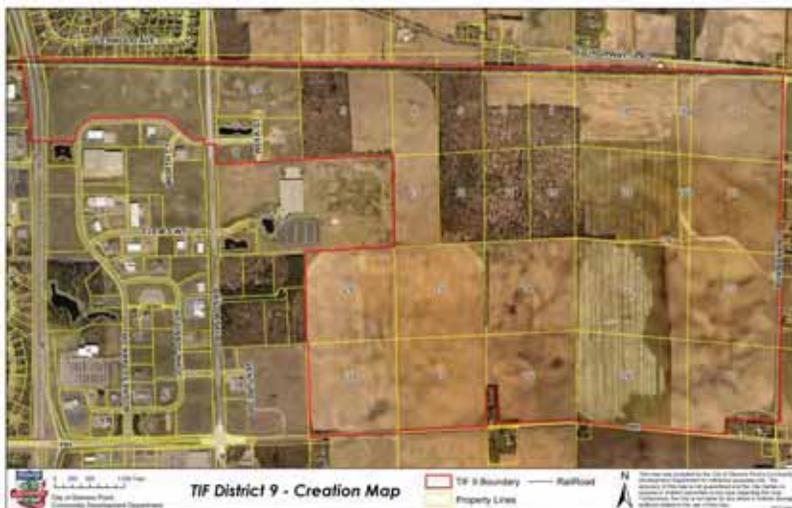
Notice is Hereby Given that the City of Stevens Point will hold an organizational Joint Review Board meeting on May 6, 2013 at 5:30 p.m. at Lincoln Center, located at 1519 Water Street, Stevens Point,. The purpose of this meeting is to organize a Joint Review Board for purposes of considering the proposed creation of, and proposed project plan for, Tax Incremental District No. 9 (the "District").

Notice is Hereby Given that the Plan Commission of the City of Stevens Point will hold a public hearing on May 6, 2013 at 6:00 p.m. at Lincoln Center, located at 1519 Water Street, Stevens Point, for the purpose of providing the community a reasonable opportunity to comment upon the proposed creation of the Project Plan for the District.

The proposed boundaries of the District would be within an area generally detailed on the map below. The District is expected to be an industrial district based on the identification and classification of the property proposed to be included within the District.

Proposed projects costs, of approximately \$48,000,000 may include, but are not limited to: property acquisition for development, property acquisition for conservancy, acquisition of rights-of-way, acquisition of easements, relocation costs, environmental audits and remediation, demolition, site grading, sanitary sewer system improvements, water system improvements, stormwater management system improvements, electric service, gas service, communications infrastructure, street improvements, streetscaping and landscaping, contribution to Community Development Authority, revolving loan/grant program, rail spur, property tax payments to town, cash grants to owners, lessees or developers of land located within the district (development incentives), professional and organizational services, administrative costs, and finance costs. The proposed costs include projects within the proposed boundary and within a ½ mile radius of the proposed boundary of the District.

All interested parties will be given a reasonable opportunity to express their views on the proposed creation of the District, the proposed boundaries of the District, and the proposed Project Plan thereof. A copy of the Project Plan, including a description of the proposed boundaries, will be available for viewing in the offices of the City Clerk at the Stevens Point City Hall, located at 1515 Strongs Avenue, during normal business hours and will be provided upon request.



Such hearing shall be public and citizens and interested parties shall then be heard. This hearing may be adjourned from time to time.

By Order of the Plan
Commission of the
City of Stevens Point,
Wisconsin

*Published
April 19, 2013 & April 26,
2013*

**CITY OF STEVENS POINT, WI
TAX INCREMENTAL DISTRICT (“TID”) NO. 9 INDUSTRIAL CREATION**

Proposed Timetable – 3/20/13

<u>ACTION DATE</u>	<u>STEP</u>
March	City will provide Ehlers with a list of the parcel tax key #'s and pertinent parcel information for the project plan & state forms, the proposed projects map, existing uses map, TID boundary/parcel boundary/tax key # map, metes & bounds legal descriptions, list of projects and costs, the Statement of Taxes & the TIF Calc. Worksheet, etc.
April 1	Plan Commission makes a motion to call for a public hearing (<i>optional</i>)
April 15	Ehlers' will send a Notice to Official City Newspaper of organizational JRB meeting & public hearing. (cc: City)
	Ehlers will send notification letters, along with required enclosures, to overlapping taxing jurisdictions of JRB organizational meeting & public hearing, as well as the agenda - to be posted by the City. (cc: City & attorney) (<i>Letters must be postmarked prior to first publication</i>).
April	Ehlers will provide City, overlapping taxing entities, and/or City Attorney with draft Project Plan documents as well as agenda language (City to post) & resolutions for first meetings, and will also request legal opinion of the plans.
April 19	First Publication of Public Hearing & JRB Meeting Notice (<i>Week prior to second notice & at least 5 days prior to JRB meeting</i>)
April 26	Second Publication of Public Hearing & JRB Meeting Notice. (<i>At least 7 days prior to public hearing</i>)
May 6	Joint Review Board meets to review plans, appoint chairperson and public member and set next meeting date. (<i>Prior to public hearing</i>)
	Plan Commission Public Hearing on Project Plan and approval of TID boundaries. (<i>Within 14 days after second publication</i>)
	Plan Commission reviews plans & approval of District Project Plans and boundaries.
May	Ehlers will provide City & City Attorney with revised draft Project Plans, if necessary, as well as agenda language (City to post) & resolution for Common Council meeting.
May 20	Common Council reviews Plans & adopts resolutions approving District Project Plans and boundaries. (<i>at least 14 days after hearing</i>)
TBD	Ehlers' will send a Class 1 Notice to Official City Newspaper of JRB meeting. (cc: City)
	Ehlers will send notices & required attachments to JRB of the final meeting, along with the Agenda (City to post). (cc: City & Attorney) (<i>Letters must be postmarked prior to publication</i>).
TBD	Publication of JRB Meeting Notice (<i>At least 5 days prior to meeting</i>)
TBD	Joint Review Board consideration. (<i>Within 30 days of notification of meeting / receipt of Plan Commission & Common Council resolutions</i>)
May – Oct.	Ehlers will gather, prepare, and submit state forms & required documents to the state, with the 2013 assessed parcel values & we receive all remaining maps, legal descriptions, parcel information, documents, etc. from the City . DOR filing deadline October 30.

Portage County Gazette
via e-mail @ pcgazette@g2a.net
715.343.8045 phone & -8048 fax
publishes on Fr. & deadline is Tu.
Plan Commission meets on the first Monday @ 4:00 p.m.
City Council meets on the third Monday @ 7:00 p.m.

**RESOLUTION DESIGNATING PROPOSED BOUNDARIES
AND APPROVING A PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 9,
CITY OF STEVENS POINT, WISCONSIN**

WHEREAS, the City of Stevens Point (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 9 (the "District") is proposed to be created by the City as an industrial district in accordance with the provisions of Section 66.1105, Wisconsin Statutes (the "Tax Increment Law"); and

WHEREAS, the Plan Commission has prepared a Project Plan for the District that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., Wisconsin Statutes, outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Section 66.1105(4)(f)., Wisconsin Statutes.

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Portage County, the Stevens Point Area School District, and the Mid State Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on May 6, 2013 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Stevens Point that:

1. It recommends to the Common Council that Tax Incremental District No. 9 be created with boundaries as designated in Exhibit A of this Resolution.

2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.
4. The City Clerk is hereby directed to provide the Mayor and Common Council with certified copies of this Resolution, upon its adoption by the Plan Commission.

Adopted this _____ day of _____, 2013.

Plan Commission Chair

Secretary of the Plan Commission

**PROPOSED TIF DISTRICT NO. IX
LEGAL DESCRIPTION**

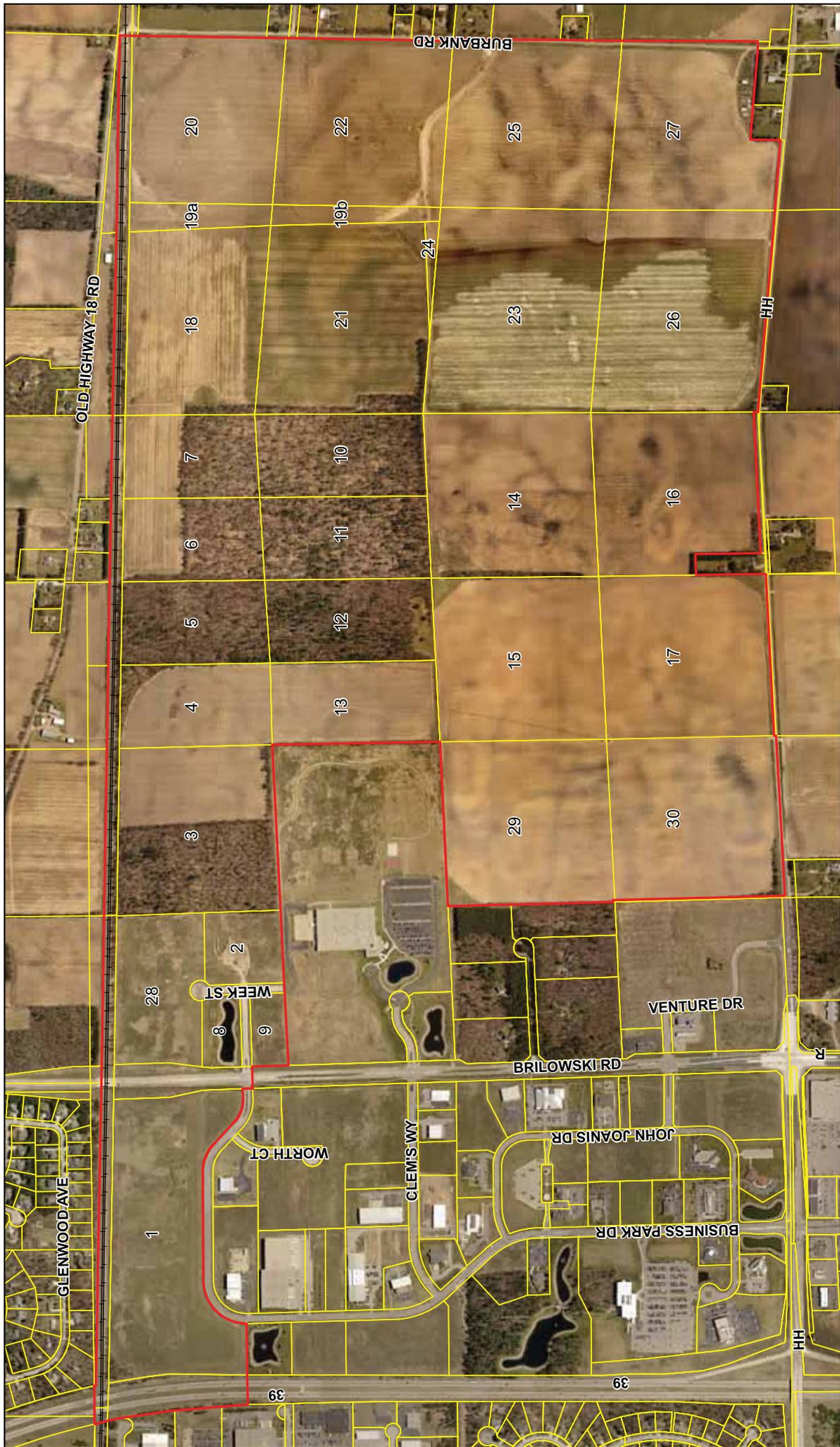
That part of the Northwest Fractional Quarter of the Northwest Quarter, the Northeast Fractional Quarter of the Northwest Quarter, the Northeast Fractional Quarter, the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the Southeast Quarter of Section 1, and part of the Northeast Fractional Quarter of the Northwest Quarter, the Northwest Fractional Quarter of the Northeast Quarter, and the Northeast Fractional Quarter of the Northeast Quarter of Section 2, Township 23 North, Range 8 East, and that part of Government Lots 7,8,9,10,23,24,25, and 26 of Section 6 Township 23 North, Range 9 East, all in the City of Stevens Pont, Portage County, State of Wisconsin described as follows:

Commencing at the southwest corner of said Section 1; thence North 01 degree 50 minutes 48 seconds West along the west line of said Section 1 a distance of 2,636.08 feet to the west quarter corner of said Section 1; thence North 87 degrees 16 minutes 05 seconds East along the north line of the Northwest Quarter of the Southwest Quarter of said Section 1 a distance of 1,298.98 feet to the northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 1 and the **point of beginning**; thence South 01 degree 27 minutes 25 seconds East along the west line of said Northeast Quarter of the Southwest Quarter 1,302.70 feet to a line 15.00 feet north of and parallel with the south line of said Northeast Quarter of the Southwest Quarter; thence North 87 degrees 15 minutes 38 seconds East along said parallel line 15.00 feet; thence South 01 degree 28 minutes 41 seconds East on a line 15 feet east of and parallel with said west line of the Southeast Quarter of the Southwest Quarter of Section 1 and its southerly extension 1,362.80 feet to the center line of the traveled way(centerline of pavement April 4, 2012) of County Trunk Highway HH (C.T.H. HH); thence North 86 degrees 37 minutes 31 seconds East along said traveled way 805.88 feet; thence continuing North 86 degrees 53 minutes 40 seconds East along said traveled way 1,740.56 feet to its intersection with the southerly extension of the west line of Lot 1 of Portage County Certified Survey Map Number (PCCSMN) 8344-33-24; thence North 00 degree 37 minutes 32 seconds West along said west line 562.48 feet to the northwest corner of said Lot 1; thence North 87 degrees 12 minutes 38 seconds East along the north line of said Lot 1 a distance of 165.12 feet; thence South 00 degree 37 minutes 32 seconds East along the east line of said Lot 1 and its southerly extension 561.56 feet to its intersection with said center line of the traveled way of C.T.H. HH; thence North 86 degrees 53 minutes 40 seconds East along said traveled way 1,066.92 feet; thence continuing South 84 degrees 54 minutes 16 seconds East along said

traveled way 1,380.69 feet; thence continuing South 84 degrees 30 minutes 58 seconds East along said traveled way 880.32 feet to its intersection with the southerly extension of the west line of the east 726 feet of Government Lot 26 of said Section 6, Township 23 North, Range 9 East; thence North 00 degree 30 minutes 29 seconds East along said west line 267.17 feet to its intersection with the north line of the south 240 feet of said Government Lot 26; thence South 85 degrees 07 minutes 22 seconds East along said north line 728.12 feet to its intersection with the east line of Government Lot 26, Township 23 North, Range 9 East; thence North 00 degree 30 minutes 29 seconds East along said east line and the east line of Government Lots 23, 10 and 7 in said township and range 5,047.56 feet to its intersection with the north right of way line of the Wisconsin Central Limited Railway (part of the Canadian National Railway); thence North 88 degrees 59 minutes 57 seconds West along said north right of way line 8,266.07 feet, thence continuing North 89 degrees 00 minutes 20 seconds West along said north right of way line 2,700.20 feet to the west right of way line of U.S.H. 51/I-39; thence southeasterly along said west right of way line 625.77 feet along the arc of a 5,554.58 foot radius curve, not tangent to the last described course, center to the west, the chord bears South 09 degrees 31 minutes 25 seconds East 625.44 feet; thence continuing South 04 degrees 26 minutes 04 seconds East along said west right of way line 584.96 feet to the westerly extension of the north line of Outlot 1 of PCCSMN 6714-24-237; thence North 89 degrees 20 minutes 31 seconds East along said north line and its westerly extension 643.80 feet to the west right of way line of Business Park Drive; thence northeasterly along said west right of way line 532.19 feet along the arc of a 340.00 foot radius curve, not tangent to the last described course, center to the east, the chord bears North 44 degrees 48 minutes 43 seconds East 479.50 feet to the north right of way line of E.M. Copps Drive; thence North 89 degrees 40 minutes 00 seconds East along said north right of way line 855.66 feet; thence continuing southeasterly along said north right of way line 250.40 feet along the arc of a 330.00 foot radius curve, tangent to the last described course, center to the south, the chord bears South 68 degrees 35 minutes 39 seconds East 244.43 feet; thence continuing South 46 degrees 52 minutes 10 seconds East along said north right of way line 236.98 feet; thence continuing southeasterly along said north right of way line 196.31 feet along the arc of a 250.00 foot radius curve, tangent to the last described course, center to the north, the chord bears South 69 degrees 21 minutes 19 seconds East 191.31 feet; thence continuing North 88 degrees 04 minutes 20 seconds East along said north right of way line 80.71 feet to the west right of way line of Brilowski Road (C.T.H. R); thence South 01 degree 53 minutes 26 seconds East along the southerly extension of said west right of way line 80.00 to the south right of way line of said E.M. Copps Drive and the northeast corner of Outlot 1 of PCCSMN 9224-39-4 & A; thence North 88 degrees 06 minutes 34 seconds East 167.32 feet to the east right of way line of said Brilowski Road (C.T.H. R) and the northwest corner of Lot 2 of PCCSMN 7501-27-181; thence South 01 degree 53 minutes 26 seconds East along said east right of

way line and the west line of said Lot 2 a distance of 284.50 feet to the northwest corner of Lot 1 of PCCSMN 7448-27-128; thence North 87 degrees 06 minutes 48 seconds East along the north line of said Lot 1 a distance of 2,535.07 feet to the northeast corner of said Lot 1 and the northwest corner of the Southwest Quarter of the Northeast Quarter of Section 1, Township 23 North, Range 8 East; thence South 01 degree 03 minutes 59 seconds East along the west line of said Southwest Quarter of the Northeast Quarter 1,325.42 feet to the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 87 degrees 16 minutes 05 seconds West along the north line of said Northeast Quarter of the Southwest quarter 1,299.06 feet to the northwest corner of said Northeast Quarter of the Southwest Quarter of Section 1 and the **point of beginning** and there terminating.

TIF District IX contains 878 acres.



This map was compiled by the City of Stevens Point's Community Development Department for reference purposes only. The accuracy of this map is not guaranteed and the City makes no express or implied warranties of any type regarding this map. Furthermore, the City is not liable for any direct or indirect damages suffered related to the use of this map.



TIF 9 Boundary
 Property Lines
 Railroad

0 250 500 1,000 Feet



TIF District 9 - Creation Map

City of Stevens Point
Community Development Department

2012 Aerial

Map Number	City Tax ID #'s
1	281230802100010
2	281230801220005
3	281230801210001
4	281230801120002
5	281230801120001
6	281230801110002
7	281230801110001
8	281230801220002
9	281230801220003
10	281230801140002
11	281230801140001
12	281230801130002
13	281230801130001
14	281230801410001
15	281230801420001
16	281230801440001
17	281230801430001
18	281230906220001
19a	281230906220002
20	281230906210001
21	281230906230001
19b	281230906230002
22	281230906240001
23	281230906320001
24	281230906230003
25	281230906310001
26	281230906330001
27	281230906340001
28	281230801220004
29	281230801310001
30	281230801340001



CITY OF STEVENS POINT, WISCONSIN

Project Plan for the Creation of Tax Incremental District No. 9



April 29, 2013 **[DRAFT]**

Organizational Joint Review Board Meeting Held:

Public Hearing Held:

Consideration for Adoption by Plan Commission:

Consideration for Adoption by Common Council:

Consideration for Approval by the Joint Review Board:

Tax Incremental District No. 9 Creation Project Plan

City of Stevens Point Officials

Common Council

Andrew Halverson	Mayor
George Doxtator	Council Member
Joanne Suomi	Council Member
Michael O'Meara	Council Member
Mike Wiza	Council Member
Mary Stroik	Council Member
Jeremy Slowinski	Council Member
Roger Trzebiatowski	Council Member
Tony Patton	Council Member
Randal Stroik	Council Member
Mike Phillips	Council Member
Jerry Moore	Council Member

City Staff

John Moe	City Clerk
Michael Ostrowski	Community Development & Planning Director
Corey Ladick	City Comptroller & Treasurer
Andrew Logan Beveridge	City Attorney

Plan Commission

Mayor Andrew Halverson, Chair	Anna Haines
Jerry Moore, Ald.	Tony Patton
Dave Cooper	Garry Curless

Joint Review Board

City Representative

Portage County

Mid State Technical College District

Stevens Point Area School District

Public Member

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1

EXECUTIVE SUMMARY

DESCRIPTION OF DISTRICT

- Type of District, Size and Location. Tax Incremental District (“TID”) No. 9 (the “TID” or “District”) is proposed to be created by the City of Stevens Point (“City”) as an industrial district. A map of the proposed District boundaries is located in Section 3 of this plan.
- Estimated Total Project Expenditures. The City anticipates making total project expenditures of approximately \$48 million to undertake the projects listed in this Project Plan. The City anticipates completing the projects in six phases. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Common Council (the “Creation Resolution”). The projects to be undertaken pursuant to this Project Plan are expected to be financed with General Obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.
- Economic Development. As a result of the creation of this District, the City projects that additional land and improvements value of approximately \$179 million will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.
- Expected Termination of District. Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2034, which is the 20 year maximum life of this District.

SUMMARY OF FINDINGS

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- Some of the sites proposed for development have remained vacant for years due to lack of adequate infrastructure, and ownership by multiple parties. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the City that the use of Tax Incremental Financing (“TIF”) will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the City.
 - In order to make the areas included within the District suitable for development, the City will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition, site preparation, installation of utilities; installation of streets and related streetscape items; development incentive payments, and other associated costs. Due to the extensive initial investment in public infrastructure that is required in order to allow development to occur, the City has determined that development of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development of the area is unlikely to occur.
 - The City Comprehensive Plan which was adopted in 2005 and amended in 2006 identified this area for Business Park development.
2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
- As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
- If approved, the District’s creation would become effective for valuation purposes as of January 1, 2013. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2013 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
 - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the

overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Section 66.1101 of the Wisconsin Statutes. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District will remain zoned for industrial use for the life of the District.
5. Based upon the findings, as stated above, the District is declared to be an industrial District based on the identification and classification of the property included within the District.
6. The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Sections 66.1105(5)(b) and 66.1105(6)(am)1 of the Wisconsin Statutes.
10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

2

TYPE & GENERAL DESCRIPTION OF DISTRICT

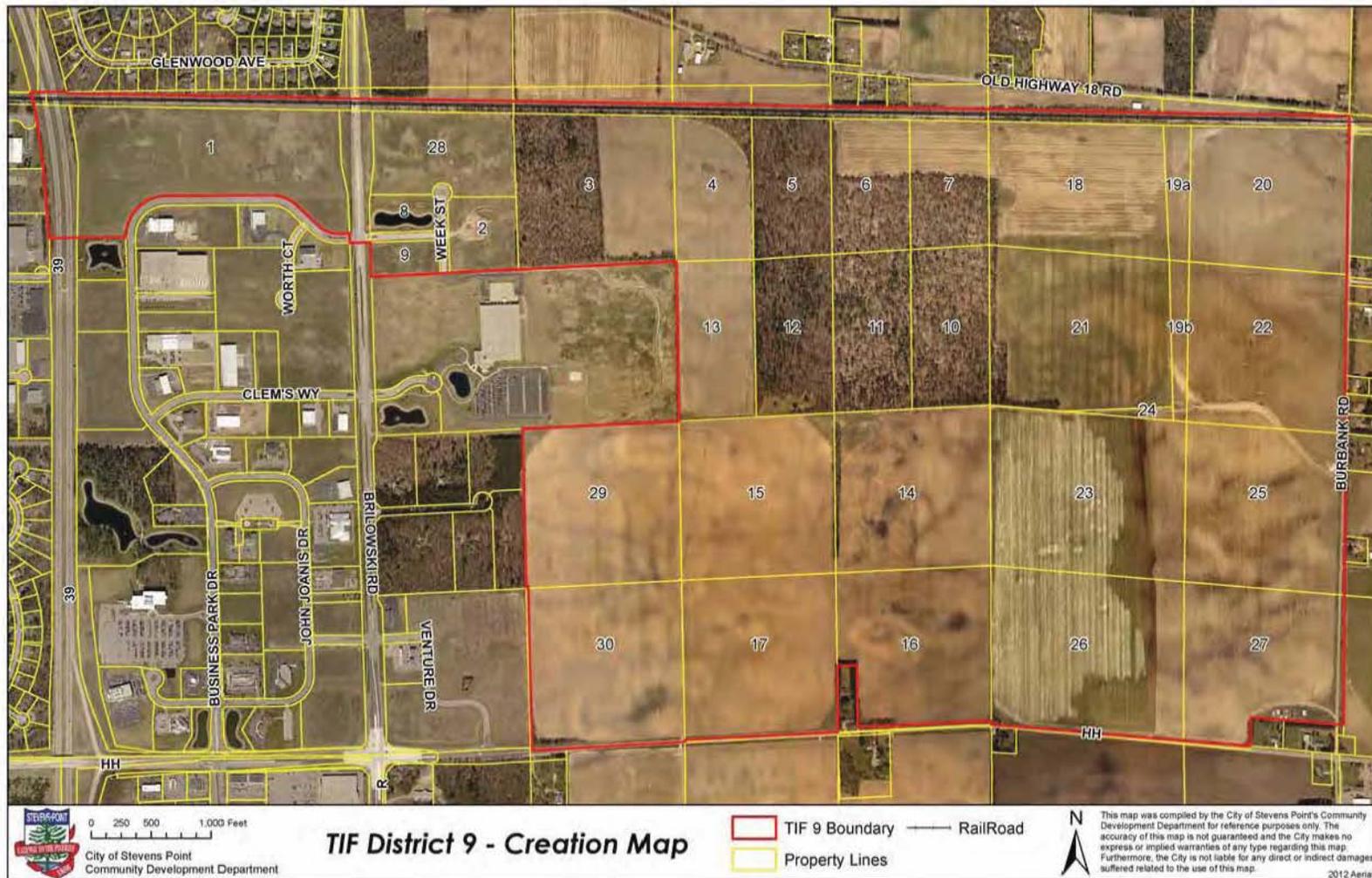
The District is being created by the City under the authority provided by Wisconsin Statute Section 66.1105. This District is created as an “Industrial District” based upon a finding that at least 50%, by area, of the real property within the District is zoned and suitable for industrial sites within the meaning of Wisconsin Statute Section 66.1101 (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test).

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that industrial, distributor and related private development locates in this District. This will be accomplished by installing public improvements, and making necessary related expenditures, to promote industrial development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in this Plan relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be an industrial District based on the identification and classification of the property included within the district.

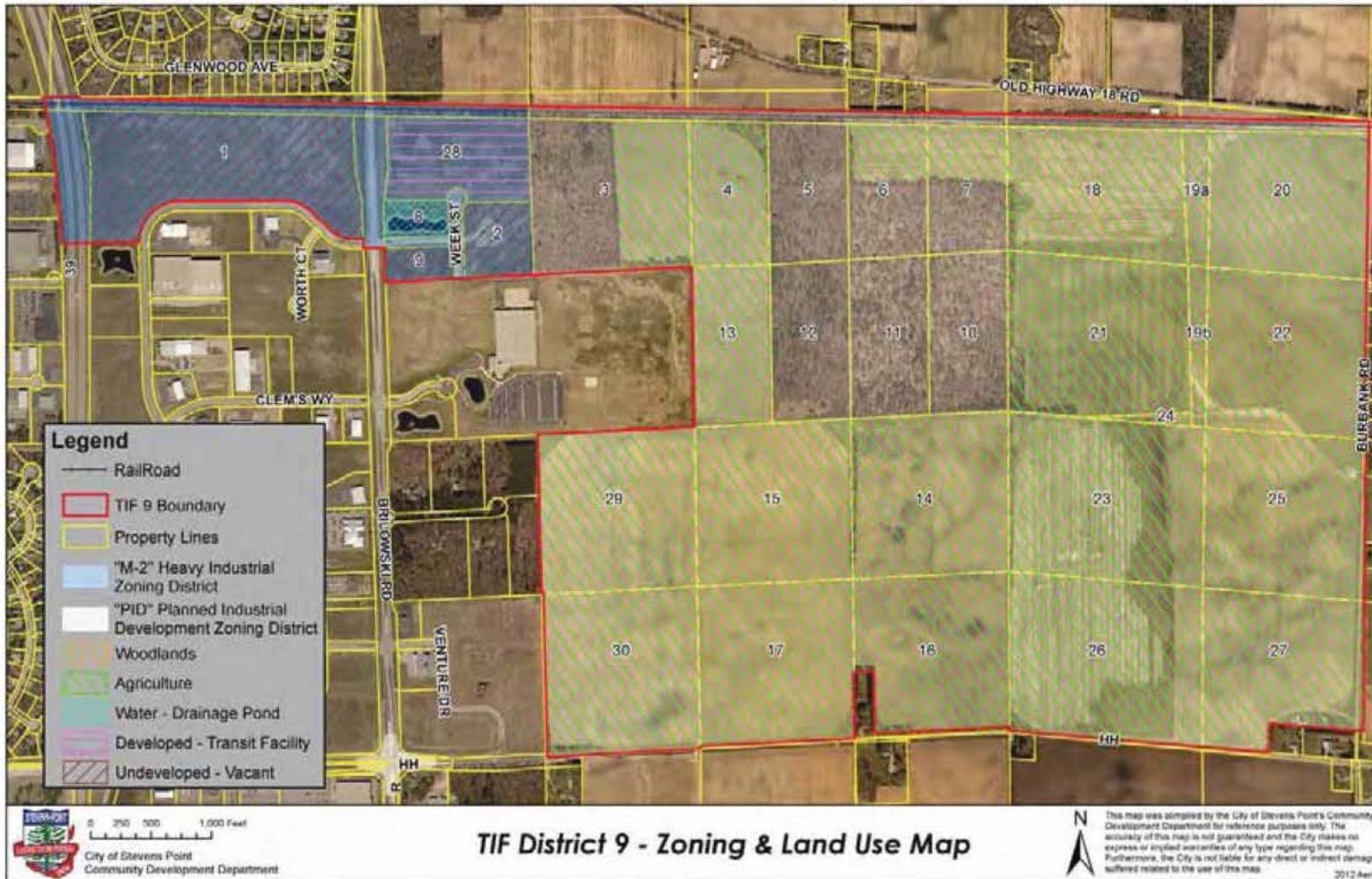
3

MAP OF PROPOSED DISTRICT BOUNDARY



4

MAP SHOWING EXISTING USES AND CONDITIONS



6

EQUALIZED VALUE TEST

The following calculations demonstrate that the City is in compliance with s.66.1105(4)(gm)4.c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$32,264,489. This value is less than the maximum of \$178,630,692 in equalized value that is permitted for the City of Stevens Point. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

<i>City of Stevens Point, WI</i>			
Tax Increment District No. 9			
Valuation Test Compliance Calculation			
Anticipated Creation Date:	1/1/2013	Valuation Data Establishing 12% Limit Based on Anticipated Creation Date	
Property Appreciation Factor:	0.00%	Valuation Data Currently Available	ESTIMATED
		ACTUAL	ESTIMATED
As of January 1,		2012	2013
Total Equalized Value (TID IN)		1,488,589,100	1,488,589,100
Limit for 12% Test		178,630,692	178,630,692
Increment Value of Existing TID's			
TID No. 5 Increment		8,509,400	8,509,400
TID No. 6 Increment		0	0
TID No. 7 Increment		23,283,100	23,283,100
TID No. 8 Increment		0	0
Total Existing Increment		31,792,500	31,792,500
Projected Base Value of New District		471,989	471,989
Existing TID New Construction Factor			
TOTAL VALUE SUBJECT TO TEST/LIMIT		32,264,489	32,264,489
COMPLIANCE		PASS	PASS



7

STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

PROPERTY, RIGHT-OF-WAY AND EASEMENT ACQUISITION

- **PROPERTY ACQUISITION FOR DEVELOPMENT.** In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in State Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.
- **PROPERTY ACQUISITION FOR CONSERVANCY.** In order to promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.
- **ACQUISITION OF RIGHTS-OF-WAY.** The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.
- **ACQUISITION OF EASEMENTS.** The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.
- **RELOCATION COSTS.** If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

SITE PREPARATION ACTIVITIES

- **ENVIRONMENTAL AUDITS AND REMEDIATION.** There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.
- **DEMOLITION.** In order to make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.
- **SITE GRADING.** Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

UTILITIES

- **SANITARY SEWER SYSTEM IMPROVEMENTS.** There are inadequate sanitary sewer facilities serving areas of the District. To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.
- **WATER SYSTEM IMPROVEMENTS.** There are inadequate water distribution facilities serving areas of the District. To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

- **STORMWATER MANAGEMENT SYSTEM IMPROVEMENTS.** Development within the District will cause stormwater runoff and pollution. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.
- **ELECTRIC SERVICE.** In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.
- **GAS SERVICE.** In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.
- **COMMUNICATIONS INFRASTRUCTURE.** In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

STREETS AND STREETScape

- **STREET IMPROVEMENTS.** There are inadequate street improvements serving areas of the District. To allow development to occur, the City may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.
- **STREETSCAPING AND LANDSCAPING.** In order to attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of

brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

CDA TYPE ACTIVITIES

- **CONTRIBUTION TO COMMUNITY DEVELOPMENT AUTHORITY.** As provided for in Wisconsin Statutes Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.
- **REVOLVING LOAN/GRANT PROGRAM.** To encourage private redevelopment consistent with the objectives of this Plan, the City, through its CDA, may provide loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA in the program manual. Any funds returned to the CDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving loan fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA for purposes of implementing this program are considered eligible Project Costs.

MISCELLANEOUS

- **RAIL SPUR.** To allow for development and/or redevelopment, the City may incur costs for installation of a rail spur to serve development sites located within the District.
- **CASH GRANTS (DEVELOPMENT INCENTIVES).** The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.
- **PROPERTY TAX PAYMENTS TO TOWN.** Property tax payments due to the Town under Wisconsin Statutes Section 66.1105(4)(gm)1. as a result of the inclusion of lands annexed after January 1, 2004 within the boundaries of the District are an eligible Project Cost.
- **PROJECTS OUTSIDE THE TAX INCREMENT DISTRICT.** Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District: Street improvements, railroad improvements, bridge improvements and development incentives.

- **PROFESSIONAL SERVICE AND ORGANIZATIONAL COSTS.** The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.
- **ADMINISTRATIVE COSTS.** The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.
- **FINANCING COSTS.** Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statute Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditures made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Proration of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

8

MAP SHOWING PROPOSED IMPROVEMENTS AND USES

TO BE PROVIDED

9

DETAILED LIST OF PROJECT COSTS

All costs are based on 2013 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2013 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

All projects identified are TID eligible. The City will use increment generated within the District to pay for projects supported by the overall cash flow of the District. Based on the Development Assumptions in this Plan, Phase I-V projects are projected to be paid from increment, while “other/future” projects may require levy support if implemented. The City will use increment to pay for project costs identified as “other/future” if increment is available.

PROPOSED TIF PROJECT COST ESTIMATES

		 						
		Tax Increment District No. 9 Project List						
Projects	Phase I 2013-2014	Phase II 2015-2016	Phase III 2017-2018	Phase IV 2019-2020	Phase V 2021-2022	Phase VI 2023-2024	Phase VII Other/Future *	
Site Grading & roadway preparation	277,125	277,125	277,125	277,125	277,125	277,125	277,125	
Roadway Improvements	1,183,278	1,183,278	1,183,278	1,183,278	1,183,278	1,183,278	1,183,278	
Lighting	225,779	225,779	225,779	225,779	225,779	225,779	225,779	
Storm Sewer Improvements	1,048,831	1,048,831	1,048,831	1,048,831	1,048,831	1,048,831	1,048,831	
Railroad improvement	0	0	0	0	0	0	0	
Bridge Improvement	0	0	0	0	0	0	0	
Trees & Street Scaping	21,042	21,042	21,042	21,042	21,042	21,042	21,042	
Power & Gas Utility Improvements	750,000	750,000	750,000	750,000	750,000	750,000	750,000	
Highway HH Improvements	444,509	444,509	444,509	444,509	444,509	444,509	444,509	
Contingency (15%)	914,260	914,260	914,260	914,260	914,260	914,260	914,260	
Sanitary Sewer Improvements	391,341	391,341	391,341	391,341	391,341	391,341	391,341	
Water Improvements	537,287	537,287	537,287	537,287	537,287	537,287	537,287	
Developer Incentive	500,000							
TID Creation & Administration	25,000							
Subtotal Needed for Projects	6,318,452	5,793,452	5,793,452	5,793,452	5,793,452	5,793,452	12,867,020	

Note: * Other/Future Project that have been identified as potentially needed to promote development, will be undertaken as development opportunities requiring such need come forward and allow for the recovery of costs.

10

ECONOMIC FEASIBILITY STUDY & A DESCRIPTION OF THE METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS RELATED THERETO ARE TO BE INCURRED

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

AVAILABLE FINANCING METHODS

Implementation of this Plan may require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values). The tables on page 23 provide a calculation of the City’s current and projected G.O. debt capacity. Tables 1 and 2 project, respectively, the City’s equalized value, and the full faith and credit borrowing capacity of the City. Equalized valuation projections were made using two methods. The first projects future valuation of the City using the average annual percentage of valuation growth experienced between 2008 and 2012. This method is identified as the percentage method. The second method projects the future valuation based upon average annual growth of 1%. Table 2 projects the G.O. borrowing capacity of the City utilizing 1% annual growth and considering the existing debt of the City,

demonstrating that the City will have sufficient G.O. debt capacity during the implementation period of the District to finance projects using this method if it chooses.

Bonds Issued to Developers (“Pay as You Go” Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City’s statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Community Development Authority (CDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City’s statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment “B” Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City’s statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

EQUALIZED VALUATION PROJECTION



City of Stevens Point, WI

Projection of General Obligation Debt Borrowing Capacity



Table 1 - Projection of Growth in Equalized Value (TID IN)

----PERCENTAGE METHOD----				--1% Annual Growth--			
HISTORICAL DATA							
2008	1,618,825,700			2008	1,618,825,700		
2009	1,602,553,100			2009	1,602,553,100		
2010	1,576,688,200			2010	1,576,688,200		
2011	1,548,537,100			2011	1,548,537,100		
2012	1,488,589,100	-2.01%		2012	1,488,589,100		
PROJECTED VALUATIONS							
2013	1,458,649,375	-2.01%		2013	1,503,474,991	1.00%	
2014	1,429,311,823	-2.01%		2014	1,518,509,741	1.00%	
2015	1,400,564,331	-2.01%		2015	1,533,694,838	1.00%	
2016	1,372,395,033	-2.01%		2016	1,549,031,787	1.00%	
2017	1,344,792,299	-2.01%		2017	1,564,522,105	1.00%	
2018	1,317,744,733	-2.01%		2018	1,580,167,326	1.00%	
2019	1,291,241,170	-2.01%		2019	1,595,968,999	1.00%	
2020	1,265,270,669	-2.01%		2020	1,611,928,689	1.00%	
2021	1,239,822,508	-2.01%		2021	1,628,047,976	1.00%	

Table 2 - Projection of G.O. Debt Capacity (Based on Straight Line Method)

BUDGET YEAR	EQUALIZED VALUE	GROSS DEBT LIMIT	DEBT BALANCE	NET BORROWING CAPACITY
2013	1,503,474,991	75,173,750	27,429,568	47,744,181
2014	1,518,509,741	75,925,487	23,971,383	51,954,104
2015	1,533,694,838	76,684,742	20,892,627	55,792,115
2016	1,549,031,787	77,451,589	17,646,050	59,805,539
2017	1,564,522,105	78,226,105	14,490,233	63,735,872
2018	1,580,167,326	79,008,366	11,961,975	67,046,391
2019	1,595,968,999	79,798,450	9,117,360	70,681,090
2020	1,611,928,689	80,596,434	7,313,255	73,283,179
2021	1,628,047,976	81,402,399	5,919,295	75,483,104
2022	1,644,328,456	82,216,423	5,215,342	77,001,081
2023	1,660,771,740	83,038,587	4,501,171	78,537,416
2024	1,677,379,457	83,868,973	3,781,590	80,087,383
2025	1,694,153,252	84,707,663	3,046,262	81,661,401
2026	1,711,094,785	85,554,739	2,294,969	83,259,770
2027	1,728,205,732	86,410,287	1,527,070	84,883,217
2028	1,745,487,790	87,274,389	829,569	86,444,821
2029	1,762,942,668	88,147,133	450,000	87,697,133
2030	1,780,572,094	89,028,605	150,000	88,878,605
2031	1,798,377,815	89,918,891	0	89,918,891
2032	1,816,361,593	90,818,080		90,818,080
2033	1,834,525,209	91,726,260		91,726,260
2034	1,852,870,461	92,643,523		92,643,523

PLAN IMPLEMENTATION

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

IMPLEMENTATION & FINANCING TIMELINE

City of Stevens Point, WI
Tax Increment District No. 9
Estimated Project Costs & Financing Plan



Projects	G.O. Bond 2013/Phase I	G.O. Bond 2015/Phase II	G.O. Bond 2017/Phase III	G.O. Bond 2019/Phase IV	G.O. Bond 2021/Phase V	G.O. Bond 2023/Phase VI	Other/ Future	Total Project Costs All Phases
Site Grading & roadway preparation	277,125	277,125	277,125	277,125	277,125	277,125	0	1,662,750
Roadway Improvements	1,183,278	1,183,278	1,183,278	1,183,278	1,183,278	1,183,278	0	7,099,667
Lighting	225,779	225,779	225,779	225,779	225,779	225,779	0	1,354,676
Storm Sewer Improvements	1,048,831	1,048,831	1,048,831	1,048,831	1,048,831	1,048,831	0	6,292,989
Railroad Improvement	0	0	0	0	0	0	5,867,020	5,867,020
Bridge Improvement	0	0	0	0	0	0	7,000,000	7,000,000
Trees & Street Scaping	21,042	21,042	21,042	21,042	21,042	21,042	0	126,250
Power & Gas Utility Improvements	750,000	750,000	750,000	750,000	750,000	750,000	0	4,500,000
Highway HH Improvements	444,509	444,509	444,509	444,509	444,509	444,509	0	2,667,051
Contingency (15%)	914,260	914,260	914,260	914,260	914,260	914,260	0	5,485,560
Sanitary Sewer Improvements	391,341	391,341	391,341	391,341	391,341	391,341	0	2,348,044
Water Improvements	537,287	537,287	537,287	537,287	537,287	537,287	0	3,223,721
Developer Incentive	500,000	0	0	0	0	0	0	500,000
TID Creation & Administration	25,000	0	0	0	0	0	0	25,000
Subtotal Needed for Projects	6,318,452	5,793,452	5,793,452	5,793,452	5,793,452	5,793,452	12,867,020	48,152,729
Finance Related Expenses								
Financial Advisor	28,796	26,784	26,784	31,775	31,775	31,775	0	166,907
Bond Counsel (Estimate)	10,000	9,550	9,550	9,550	9,550	9,550	0	59,700
Rating Agency Fee	10,000	10,000	10,000	10,000	10,000	10,000	0	60,000
Paying Agent (if Term Bonds)	675	675	675	675	675	675	0	4,005
Max. Underwriter's Discount	67,700	58,950	58,950	58,950	58,900	58,900	0	350,000
Capitalized Interest (2 Years)	335,540	0	0	0	0	0	0	335,540
Total Financing Required	6,771,163	5,899,472	5,899,410	5,904,402	5,904,352	5,904,352	12,867,020	48,152,729
<i>Estimated Interest Earnings</i>	<i>(3,290)</i>	<i>(4,225)</i>	<i>(6,030)</i>	<i>(10,863)</i>	<i>(14,484)</i>	<i>(18,105)</i>	0	<i>(52,997)</i>
<i>Assumed Spend Down (Months)</i>	<i>6</i>	<i>6</i>	<i>6</i>	<i>6</i>	<i>6</i>	<i>6</i>	0	<i>(52,997)</i>
Rounding	2,128	4,753	1,461	132	3,753	3,753	0	15,970
NET ISSUE SIZE	6,770,000	5,900,000	5,895,000	5,890,000	5,890,000	5,890,000	12,867,020	48,152,729

DEVELOPMENT ASSUMPTIONS



City of Stevens Point, WI

**Tax Increment District No. 9
Development Assumptions**



Construction Year	Actual	Acres	Projected Development	Acres	Prospective Development	Annual Total
2013						0
2014		40	8,800,000	20	12,000,000	20,800,000
2015		40	8,800,000			8,800,000
2016		40	8,800,000			8,800,000
2017		40	8,800,000			8,800,000
2018		40	8,800,000			8,800,000
2019		40	8,800,000			8,800,000
2020		40	8,800,000			8,800,000
2021		40	8,800,000			8,800,000
2022		40	8,800,000			8,800,000
2023		40	8,800,000			8,800,000
2024		40	8,800,000			8,800,000
2025		40	8,800,000			8,800,000
2026		40	8,800,000			8,800,000
2027		40	8,800,000			8,800,000
2028		40	8,800,000			8,800,000
2029		40	8,800,000			8,800,000
2030		40	8,800,000			8,800,000
2031		40	8,800,000			8,800,000
2032		40	8,800,000			8,800,000
TOTALS	0	760	167,200,000	20	12,000,000	179,200,000

NOTES: Assumptions for development at the rate of 40 acres per year
valued at approximately \$ 220,000 per acre

City of Stevens Point, WI



Tax Increment District No. 9 Tax Increment Projection Worksheet

Type of District
Anticipated Creation Date
Valuation Date
Maximum Life (In Years)
Expenditure Period (In Years)
Revenue Periods/Final Rev Year
End of Expenditure Period
Latest Termination Date
Eligible for Extension/No. of Years
Eligible Recipient District

Industrial
5/20/2013
Jan. 1, 2013
20
15
20 2034
5/20/2028
5/20/2033
Yes 3
No

Projected Base Value
Pre-Amendment Base Value (Actual)
Property Appreciation Factor
Current Tax Rate (Per \$1,000 EV)
Tax Rate Adjustment Factor (Next 2 Years)
Tax Rate Adjustment Factor (Following 2 Years)
Tax Rate Adjustment Factor (Thereafter)

Discount Rate 1 for NPV Calculation
Discount Rate 2 for NPV Calculation

471,989
NA
1.00%
\$25.13
0.00%
0.00%
0.00%
3.00%
4.00%

Apply Inflation



Construction Year	Value Added	Valuation Year	Inflation Increment	Valuation Increment	Revenue Year	Tax Rate	Tax Increment
1 2013	0	2014	4,720	4,720	2015	25.13	119
2 2014	20,800,000	2015	4,767	20,809,487	2016	25.13	522,972
3 2015	8,800,000	2016	212,815	29,822,302	2017	25.13	749,476
4 2016	8,800,000	2017	302,943	38,925,245	2018	25.13	978,246
5 2017	8,800,000	2018	393,972	48,119,217	2019	25.13	1,209,303
6 2018	8,800,000	2019	485,912	57,405,129	2020	25.13	1,442,671
7 2019	8,800,000	2020	578,771	66,783,900	2021	25.13	1,678,373
8 2020	8,800,000	2021	672,559	76,256,459	2022	25.13	1,916,432
9 2021	8,800,000	2022	767,284	85,823,744	2023	25.13	2,156,871
10 2022	8,800,000	2023	862,957	95,486,701	2024	25.13	2,399,714
11 2023	8,800,000	2024	959,587	105,246,288	2025	25.13	2,644,987
12 2024	8,800,000	2025	1,057,183	115,103,471	2026	25.13	2,892,711
13 2025	8,800,000	2026	1,155,755	125,059,225	2027	25.13	3,142,913
14 2026	8,800,000	2027	1,255,312	135,114,537	2028	25.13	3,395,617
15 2027	8,800,000	2028	1,355,865	145,270,403	2029	25.13	3,650,849
16 2028	8,800,000	2029	1,457,424	155,527,826	2030	25.13	3,908,632
17 2029	8,800,000	2030	1,559,998	165,887,825	2031	25.13	4,168,993
18 2030	8,800,000	2031	1,663,598	176,351,423	2032	25.13	4,431,958
19 2031	8,800,000	2032	1,768,234	186,919,657	2033	25.13	4,697,553
20 2032	8,800,000	2033	1,873,916	197,593,573	2034	25.13	4,965,803
179,200,000		18,393,573		Future Value of Increment		50,954,193	

CASH FLOW



Year	Revenues			Expenditures												Balances		Project Cost	
	Tax Increments	Investment Earnings	capitalized interest	Total Revenues	G.O. Bond \$6,770,000 9/1/2013	G.O. Bond \$5,900,000 9/1/2015	G.O. Bond \$5,895,000 9/1/2017	G.O. Bond \$5,895,000 9/1/2019	G.O. Bond \$5,890,000 9/1/2021	G.O. Bond \$5,890,000 9/1/2023	Admin	Total Expenditures	Annual	Cumulative	Principal Outstanding	Year			
2013				335,540											335,540	36,240,000	2013		
2014		0	335,540	1,678	167,770										168,448	36,240,000	2014		
2015	119	842	961	1,678	167,770										167,770	36,240,000	2015		
2016	522,972	3	522,975	160,550	160,550										193,614	36,240,000	2016		
2017	749,476	971	750,447	160,550	160,550										321,066	36,140,000	2017		
2018	978,246	2,576	980,822	100,000	100,000	177,225									274,995	35,940,000	2018		
2019	1,209,303	3,951	1,213,255	150,000	150,000	175,225	100,000								309,506	35,540,000	2019		
2020	1,442,671	5,499	1,448,170	175,000	175,000	175,675	150,000	198,835							1,326,589	35,015,000	2020		
2021	1,678,373	6,628	1,685,001	200,000	200,000	173,200	100,000	198,835	100,000						1,595,898	34,290,000	2021		
2022	1,916,432	7,979	1,924,411	250,000	250,000	169,600	150,000	196,785	219,345						1,748,688	33,415,000	2022		
2023	2,156,871	8,743	2,165,614	275,000	275,000	165,213	200,000	193,560	219,345	100,000					1,934,019	32,315,000	2023		
2024	2,395,714	9,670	2,405,385	300,000	300,000	159,838	250,000	188,960	200,000	200,000	235,120				1,904,227	30,965,000	2024		
2025	2,644,987	9,506	2,654,493	325,000	325,000	152,788	300,000	182,835	250,000	250,000	235,120	1,243			1,844,594	29,315,000	2025		
2026	2,892,711	9,223	2,901,934	350,000	350,000	144,500	350,000	174,885	300,000	300,000	232,070	1,268			1,726,828	27,315,000	2026		
2027	3,142,913	8,634	3,151,548	400,000	400,000	135,225	400,000	164,910	350,000	350,000	224,195	1,294			1,587,749	24,990,000	2027		
2028	3,395,617	7,939	3,403,556	500,000	500,000	123,825	475,000	152,710	400,000	400,000	212,645	1,319			1,442,791	22,340,000	2028		
2029	3,650,849	7,214	3,658,063	550,000	550,000	110,863	500,000	137,748	475,000	475,000	197,120	1,346			1,009,678	19,390,000	2029		
2030	3,908,632	6,666	3,915,298	600,000	600,000	96,688	550,000	120,998	550,000	550,000	177,045	1,373			82,495	16,115,000	2030		
2031	4,168,993	6,253	4,175,246	715,000	715,000	81,013	600,000	101,473	650,000	650,000	152,020	1,400			87,049	12,465,000	2031		
2032	4,431,958	5,818	4,437,776	800,000	800,000	63,725	625,000	79,573	750,000	750,000	121,645	1,428			85,797	8,425,000	2032		
2033	4,697,553	5,389	4,702,942	880,000	880,000	44,238	675,000	55,823	875,000	875,000	86,370	1,457			137,153	3,920,000	2033		
2034	4,965,803	4,703	4,970,506	600,000	600,000	23,250	720,000	29,160	990,000	990,000	45,045	1,486			887,695	0	2034		
Total	50,954,193	119,887	51,409,620	6,770,000	2,252,063	2,174,125	5,895,000	2,177,088	5,890,000	2,142,310	1,918,395	18,639	27,874,739	1,333,113					

NOTES: 2013 rate Estimates based upon 4/1/13 sale plus .15, all other issues reflect .50 adjustments

Projected TID Closure

11 ANNEXED PROPERTY

Properties proposed for inclusion within the District were annexed by the City on or after January 1, 2004. To satisfy the requirements of s.66.1105(4)(gm)1. Wis. Stats., the City pledges to pay to the Towns of Hull, Plover and Stockton for each of the five years following the annexation ordinance dated October 22, 2012 an amount equal to the property taxes levied on the annexed properties by the Towns at the time of annexation.

12 ESTIMATE OF PROPERTY TO BE DEVOTED TO RETAIL BUSINESS

Pursuant to Sections 66.1105(5)(b) and 66.1105(6)(am)1 of the Wisconsin State Statutes the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

13 PROPOSED CHANGES IN ZONING ORDINANCES

The City anticipates that a portion of the District may be rezoned prior to development. And any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

14 PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND CITY OF STEVENS POINT ORDINANCES

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

15 RELOCATION

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required in Wisconsin Statutes chapter 32.

16 ORDERLY DEVELOPMENT OF THE CITY OF STEVENS POINT

The District contributes to the orderly development of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The City Comprehensive Plan which was adopted in 2005 and amended in 2006 identifies a majority of this area as business park.

17 A LIST OF ESTIMATED NON-PROJECT COSTS

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds. Examples would include:

- A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

18

**OPINION OF ATTORNEY FOR THE CITY OF STEVENS POINT
ADVISING WHETHER THE PLAN IS COMPLETE AND
COMPLIES WITH WISCONSIN STATUTES, SECTION 66.1105**

April 29, 2013

SAMPLE

Mayor Andrew Halverson
City of Stevens Point
1515 Strongs Avenue
Stevens Point, Wisconsin 54481

RE: City of Stevens Point, Wisconsin Tax Incremental District No. 9

Dear Mayor:

As City Attorney for the City of Stevens Point, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Section 66.1105 of the Wisconsin Statutes. This opinion is provided pursuant to Section 66.1105(4)(f), Wis. Stat.

Sincerely,

Attorney Andrew Logan Beveridge
City of Stevens Point

EXHIBIT A - CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS

Estimated Share by Taxing Jurisdiction of Projected Tax Increments to be paid by Owners of Taxable Property in each of the Taxing Jurisdictions Overlying the Tax Increment District

<i>Revenue Year</i>	<i>City</i>	<i>County</i>	<i>School District</i>	<i>Tech College</i>	<i>Total</i>
	35.47%	21.84%	35.68%	7.01%	
2015	42	26	42	8	119
2016	185,498	114,214	186,616	36,643	522,972
2017	265,840	163,682	267,442	52,513	749,476
2018	346,984	213,644	349,076	68,542	978,246
2019	428,941	264,106	431,526	84,731	1,209,303
2020	511,716	315,072	514,800	101,083	1,442,671
2021	595,320	366,548	598,908	117,597	1,678,373
2022	679,759	418,539	683,856	134,277	1,916,432
2023	765,043	471,050	769,654	151,124	2,156,871
2024	851,180	524,085	856,310	168,139	2,399,714
2025	938,178	577,652	943,832	185,324	2,644,987
2026	1,026,046	631,753	1,032,230	202,681	2,892,711
2027	1,114,793	686,396	1,121,512	220,212	3,142,913
2028	1,204,427	741,586	1,211,686	237,918	3,395,617
2029	1,294,958	797,327	1,302,762	255,801	3,650,849
2030	1,386,394	853,625	1,394,749	273,863	3,908,632
2031	1,478,744	910,487	1,487,656	292,106	4,168,993
2032	1,572,018	967,917	1,581,492	310,531	4,431,958
2033	1,666,225	1,025,922	1,676,266	329,140	4,697,553
2034	1,761,373	1,084,506	1,771,989	347,935	4,965,803
	18,073,482	11,128,137	18,182,405	3,570,170	50,954,193

NOTE: The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

Administrative Staff Report

Stevens Point Municipal Airport

Sign Variance Request

4501 Highway 66

May 6, 2013



Department of Community Development

<p>Applicant(s):</p> <p>Stevens Point Municipal Airport</p> <p>Parcel Number(s):</p> <ul style="list-style-type: none">2408-14-4300-01 <p>Zone(s):</p> <p>"R-2" Single Family Residence District</p> <p>Master Plan:</p> <ul style="list-style-type: none">Institutional / Government <p>Council District:</p> <ul style="list-style-type: none">District 8 – Patton <p>Lot Information:</p> <ul style="list-style-type: none">Frontage (feet): 1313Depth (feet): 790Square Footage: 1,037,270Acreage: 23.81 <p>Current Use:</p> <ul style="list-style-type: none">Municipal Airport <p>Applicable Regulations:</p> <ul style="list-style-type: none">25.04(7) and 25.14	<p>Request</p> <p>Request from D&L Signs, Inc., representing the Stevens Point Municipal Airport, for a sign variance to allow a freestanding sign to exceed the size and height requirements at 4501 Highway 66 (Parcel ID 2408-14-4300-01).</p> <p>Attachment(s)</p> <ul style="list-style-type: none">Property DataApplicationSite PlanSign Renderings <p>Findings of Fact</p> <ul style="list-style-type: none">Freestanding signs within the "R-2" District shall be limited to five feet in height, and two square feet in area.The proposed freestanding sign is 25 feet tall and 55 square feet.It is located near fueling stations, several hundred feet from the nearest right-of-way.The intent of the sign is to direct aircrafts to the fueling station.No residential uses exist on the property. <p>Staff Recommendation</p> <p>In reviewing the first request, staff has found hardships and unique property characteristics that would warrant the proposed variance, such as the location, and purpose of the sign. However, staff does not feel that it warrants the size and height requested. Staff would recommend approving the sign variance with the following conditions:</p> <ul style="list-style-type: none">The sign shall not exceed 20 feet in height.The sign shall not exceed 32 square feet in area.
---	--

Vicinity Map



Background

Kirk Reimann of D&L Sign, Inc., representing the Stevens Point Municipal Airport, is requesting a sign variance to install a freestanding sign exceeding the five foot height and two square foot size requirement for freestanding signs within the "R-2" Single Family Residence District. Currently, a freestanding sign exists at a height of 15 feet and area of 31 square feet in area. The main purpose of the sign is to quickly alert pilots of the fueling station location. Additionally, it is more of an informational/directional sign rather than an advertising sign. Details for the proposed and existing signs are below:

Proposed Freestanding Sign (Cabinet):

Faces: Two

Display: Shell Logo & "Aviation"

Height: 25' to top

Size: 9.125' X 6.03125' = 55.03 sq. ft.

Existing Freestanding Sign (Cabinet):

Faces: Two

Display: "Phillips 66"

Height: 15' to top

Size: 6.33' X 4.83' = 30.6 sq. ft.

It is important to note that no residential uses exist on the property, only aviation type uses, therefore, staff has reviewed this request while taking into consideration non-residential and informational sign standards.

Standards of Review

In obtaining a permit, the applicant may submit an appeal to the common council for a variance from certain requirements of this ordinance. The plan commission shall provide a recommendation to the common council when a variance is requested. A variance may be granted by the common council where the literal application of the ordinance would create a substantial hardship for the sign user and the following criteria are met:

1) A literal application of the ordinance would result in a demonstrated practical difficulty or unnecessary hardship to the property.

Analysis: The current use on the property is commercial (aviation use). Furthermore, the use existed prior to the sign code. According to the sign code (chapter 25) a freestanding sign at a height of five feet and size of two square feet is permitted. The property is nearly 24 acres.

Findings: Two runways exist on the property of which primarily cater to small private planes and business jets. Planes, primarily those unfamiliar with the airport, which taxi down the runway upon landing must be able to locate the fueling depot quickly as many are on a tight schedule. This request is before the plan commission because planes are finding it difficult to locate the depot. Due to the properties large size, a small freestanding sign meeting the requirements would be ineffective. Staff feels that a height increase of five feet, along with its new proposed location and graphics should adequately provide needed sign visibility. Furthermore, staff would recommend that total square footage not exceed 32 square feet.

2) The granting of the requested variance would not be materially detrimental to the property owners in the vicinity.

Analysis: The sign is proposed over 700 feet from the nearest right-of-way. Additionally, the property spans over a mile and totals nearly 24 acres.

Findings: The property's existing property characteristics warrant a larger freestanding sign. Furthermore, the distance to surrounding residential uses is vast with vegetative buffer between in most instances. The proposed sign should not be materially detrimental to the property owners in the vicinity.

3) Hardship caused the sign user under a literal interpretation of the ordinance is due to conditions unique to that property and does not apply generally to the city.

Analysis: As stated above, the property is very large and is used as a municipal airport. Several private roads exist on the property that lead to hangers, terminals and the fuel depot. The signs' proposed location is over 700 feet from the nearest right-of-way. The property is the largest parcel within the City and is the only municipal airport within City limits.

Findings: The property's uniqueness and use are not observed elsewhere within the City. Furthermore, the request and scenario cannot be applied elsewhere in the City. Signage for an aircraft fueling depot near the center of nearly 24 acres will not set precedent for other variance requests.

4) The granting of the variance would not be contrary to the general objectives of this ordinance.

Analysis: The purpose of these sign regulations are: to encourage the effective use of signs as a means of communication in the City of Stevens Point (hereinafter referred to as the city); to maintain and enhance the beauty and unique character and enhance the aesthetic environment of the city by eliminating visual blight; to enhance the city's ability to attract sources of economic development and growth; to protect pedestrians and motorists of the city from damage or injury caused or partially attributable to the distractions and obstructions which are hereby declared to be caused by improperly sized or situated signs; to minimize the possible adverse effect of signs on nearby public and private property; to promote the public safety, welfare and convenience, and enjoyment of travel and the free flow of traffic within the city; and to provide a uniform sign ordinance between the City of Stevens Point, Village of Plover and Portage County.

Findings: The zoning classification for the property was given due to the directly adjacent residential properties. A more intense zoning classification would allow for several incompatible uses if the airport use were ever to cease. However, the sign standards for the "R-2" district do not match that of the property's use which would prevent it from any efficient signage unless approved through the sign variance process. Sign requirements are less stringent for informational signs, but to be fully classified as an informational signage, the sign could not display company logos, graphics or slogans. This sign variance is very unique given the signs purpose and location. Therefore, staff feels that the granting of the variance would not be contrary to the general objectives if of this ordinance.

In granting a variance, the plan commission may attach additional requirements necessary to carry out the spirit and purpose of this ordinance in the public interest.

A larger sign above 20 feet would exceed our commercial standards. The intent of this sign is to alert pilots utilizing the airport. Therefore, when taking into consideration the above findings regarding the sign variance, staff would recommend approving the request to allow for a freestanding sign at the proposed location at a height not to exceed 20 feet and size not to exceed 32 square feet, as unique property characteristics do exist.

Images



View from Right-of-Way (looking south)



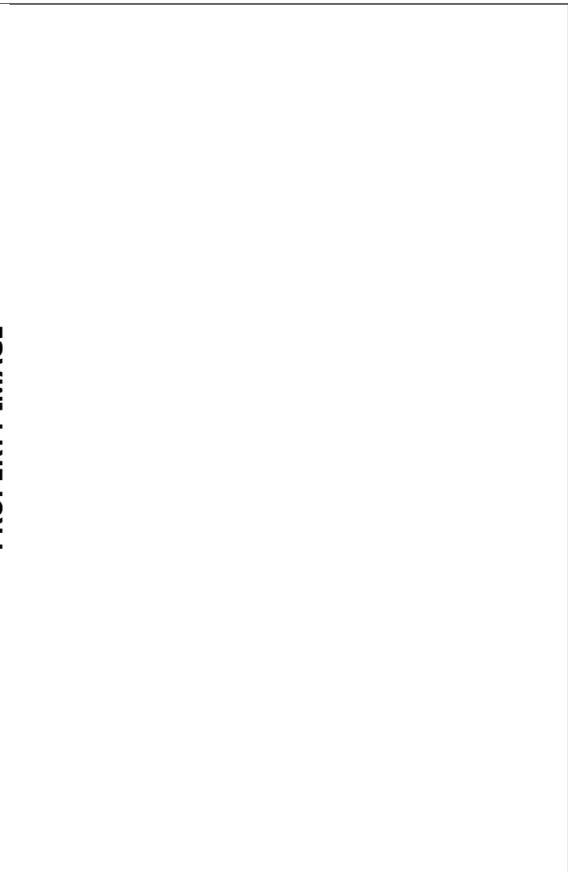
View from Airport Terminal (looking south)

2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997
-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

PARCEL / OWNER DATA

NAME AND ADDRESS	
City Of Stevens Point (Exempt) 1515 Strongs Ave Stevens Point, WI 54481	
PARCEL #	240814430001
PROPERTY ADDRESS	5311 Highway 66 / Ski Lodge
SUBDIVISION	Metes And Bounds
LAND USE	Government
NEIGHBORHOOD	Exempt Or Part Exempt Parcel
ZONING	R2-SINGLE

PROPERTY IMAGE



SITE DATA

ACTUAL FRONTAGE	1313
FRONTAGE	1,313.0
DEPTH	790.0
SQUARE FOOTAGE	1,037,270.0
ACREAGE	23.81

PERMIT HISTORY

	DATE	NUMBER	AMOUNT	PURPOSE	NOTE

ASSESSED VALUE 2013

CLASS	LAND	IMPROVEMENTS	TOTAL	RATIO	EST. FAIR MARKET VALUE

2013 Assessed Values are not yet available. Please select the 2012 tab above to view 2012 assessments.

LEGAL DESCRIPTION

PRT SW SE EXC THE E 565F & PRT OF THE SE SW LYG SE OF HWY 66 S14 T24 R8 - ANNEXED 520/567 60.18 AC -

Disclaimer: Information shown here is considered accurate but not guaranteed.
* Additional data may be available by contacting the assessors office.

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RECEIVED

MAR 27 2013

City of Stevens Point
Community Development Department

1515 Strongs Avenue, Stevens Point, WI 54481
(715) 346-1567
(715) 346-1498
communitydevelopment@stevenspoint.com
http://stevenspoint.com

APPLICATION FOR A SIGN VARIANCE

(Pre-Application Conference Required)

ADMINISTRATIVE SUMMARY (Staff Use Only)

Application #		Date Submitted	3-18-2013	Fee Required	\$150	Fee Paid	\$150
Associated Applications if Any		Assigned Case Manager		R# 1-51967 3/27/13			
Pre-Application Conference Date		Sign Variance (check all that apply)	Height <input checked="" type="checkbox"/> Size <input type="checkbox"/> Quantity <input type="checkbox"/> Other <input type="checkbox"/>				

APPLICANT/CONTACT INFORMATION

APPLICANT INFORMATION		CONTACT INFORMATION (Same as Applicant? <input type="checkbox"/>)	
Applicant Name	D&L Signs, Inc.	Contact Name	
Address	5307 Fuller Street	Address	
City, State, Zip	Weston, WI 54476	City, State, Zip	
Telephone	715-359-8846	Telephone	
Fax	715-355-1599	Fax	
Email	dlsigns@dwave.net	Email	

OWNERSHIP INFORMATION

PROPERTY OWNER 1 INFORMATION (Same as Applicant? <input type="checkbox"/>)		PROPERTY OWNER 2 INFORMATION (If Needed)	
Owner's Name	City Of Stevens Point	Owner's Name	
Address	4501 Hy. 66	Address	
City, State, Zip	Stevens Point WI	City, State, Zip	
Telephone	715-345-8989	Telephone	
Fax		Fax	
Email		Email	

PROJECT SUMMARY

Subject Property Location [Please Include Address and Assessor's Identification Number(s)]		
Parcel 1	Parcel 2	Parcel 3
2408-14-4300-01		
Legal Description of Subject Property		
PRT SW SE EXC THE E 565F & PRT OF THE SE SW LYG SE OF HWY 66 S14 T24 R8 - ANNEXED 520/567 60.18 AC -		
Current Use of Property	Current Zoning of Property	
Airport	R-2 Single Family Residential	
Will adhering to the Sign Ordinance create a demonstrated practical difficulty or unnecessary hardship to the property? Please provide a detailed description of your request and reasoning with your answer. (Use additional pages if necessary)		

The current fuel depot sign is not large or tall enough for pilots to identify quickly fuel depot location. The larger and taller signs will provide better identification of the fuel depot allowing pilots to better identify the location. There is currently 1 pylon sign at this location which is currently 15' in height. The proposed sign would be at a height of 25'. See attached drawings for further detail.

Would the granting of the variance be materially detrimental to the property owners in the vicinity? Please provide a detailed narrative and reasoning with your answer. (Use additional pages if necessary)

Granting of the variance will not be materially detrimental to the property or to owners in the vicinity due to the distance that they are located from the pylon sign.

Does the property have unique property characteristics that cause a hardship to the sign user under a literal interpretation of the Sign Ordinance? If yes, please describe the unique property characteristics. (Use additional pages if necessary)

Yes, this is City owned property that does need signage to identify fuel depot. The size and proximity of the airport is unique due to it's intended use.

Would the granting of this variance be contrary to the general objectives of the Sign Ordinance? Please provide a detailed narrative and reasoning with your answer. (Use additional pages if necessary)

No, the objective for this sign is more of a directive sign then for advertising.

Current Zoning Surrounding Subject Property

North:	"C" Conservancy	South:	"R-2" Single Family Residential
East:	"C" Conservancy	West:	"B-4" Commercial

Current Land Use Surrounding Subject Property

North:	Residential & Municipal Well	South:	Residential
East:	Natural Area	West:	Business - Clinic & Car Sales

EXHIBITS

Letter to District Alderperson	<input type="checkbox"/>	Additional Exhibits If Any:
Map / Site Plan (designating location of the sign(s))	<input type="checkbox"/>	
Sign Rendering(s) (includes sign dimensions, size & graphics)	<input type="checkbox"/>	

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

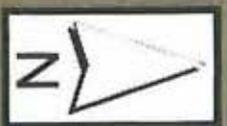
of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Signature of Applicant	Date	Signature of Property Owner's (If not the Applicant)	Date
<i>Rich Keenan</i>	3-2-13		

Site Plan
Proposed location for a new fuel sign at the Municipal Airport



3/18/2013



80 Feet

Existing Sign - 31 sq Ft.



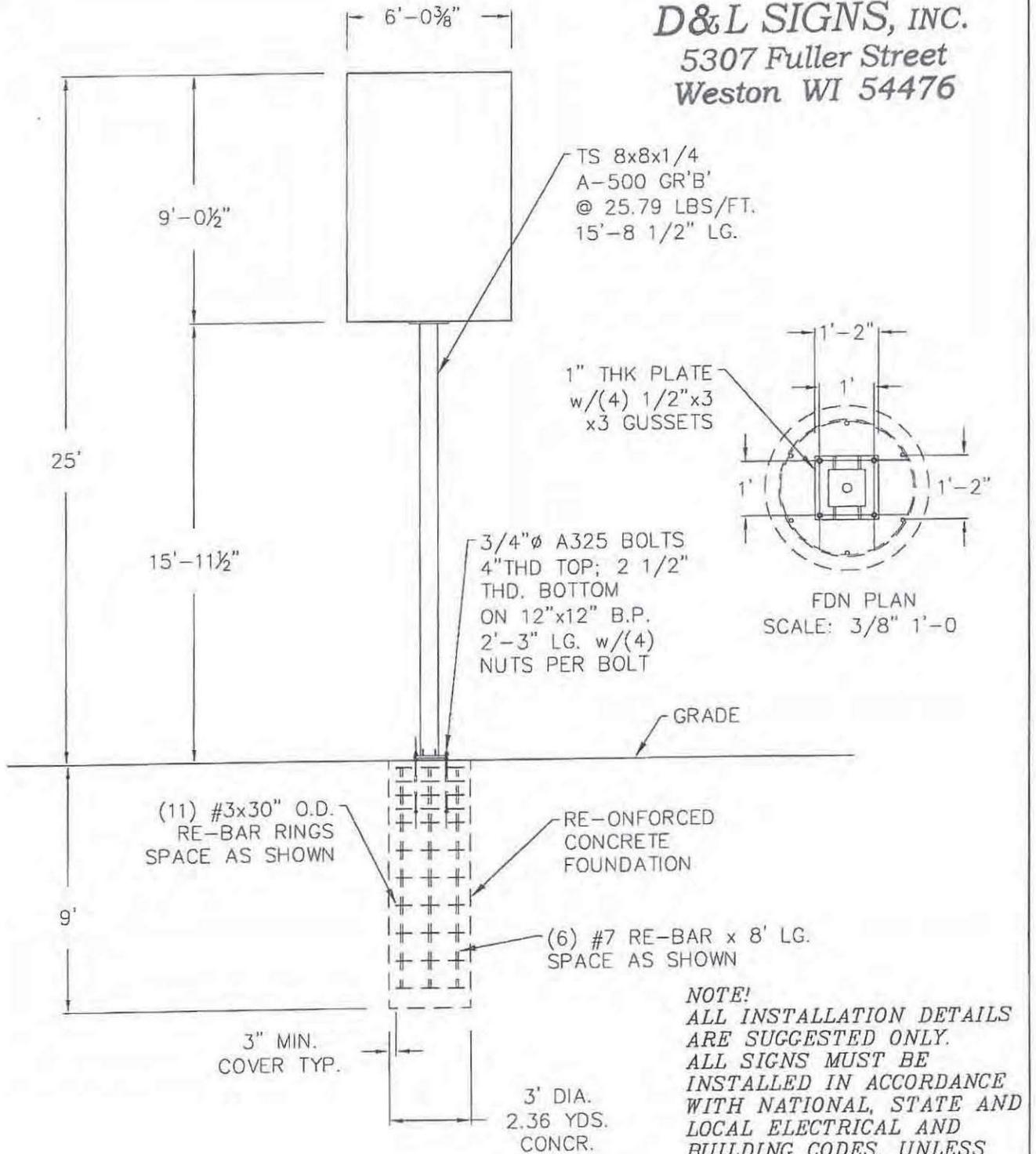
D&L SIGNS, INC.
5307 Fuller Street
Weston WI 54476

Proposed Sign

MARCH 20, 2013
SHELL AVIATION
STEVENS POINT, WI



D&L SIGNS, INC.
5307 Fuller Street
Weston WI 54476



NOTE!
SIGN & POLE DESIGNED FOR A 90 MPH WIND SPEED, EXPOSURE C, IMPORTANCE FACTOR 1.0, PER IBC 2009.
FOUNDATION DESIGN IS BASED ON 3000 LB. CONCRETE AT 28 DAYS AND A SOIL LATERAL BEARING PRESSURE OF 100 LB/SQ. FT./FT.

SCALE: 3/16" = 1'-0

NOTE!
ALL INSTALLATION DETAILS ARE SUGGESTED ONLY.
ALL SIGNS MUST BE INSTALLED IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL ELECTRICAL AND BUILDING CODES. UNLESS SPECIFICALLY CONTRACTED FOR, DUALITE SHALL HAVE NO RESPONSIBILITY FOR INSTALLATION. USES FOR OTHER THAN THEIR INTENDED PURPOSES ARE AT THE SOLE RISK OF THE BUYER/USER.

Shell COLOR SPECS

Color	Lacryl	PMS FOR PRINT	3M vinyl for plastic
Grey	L8-9941	431C	VCC 10126
Yellow	L8-5525	116C	VT 2606
Red	L8-5850	485C	VT 1879
Opaque White	L8-3124		3635 20B Matte
Blue		294	3630 97

Customer: Shell Aviation

Address: Stevens Point, WI.



D&L SIGNS, INC.
 5307 Fuller Street
 Weston WI 54476

7" or 8"
 Sq. Tube

Note: Dimensions are Approximate and Subject to Change Pending Review by Dualite Engineering

 Dualite Sales & Service, Inc.
 WILLIAMSBURG, OHIO • CEDAR HILL, TEXAS

Dualite Sales & Service, Inc.
 One Dualite Lane
 Williamsburg, Ohio 45176

Sketch No. 13-2-925SHEL01-VHN.ai

Scale: 3/8" = 1' 0"

Date: 3/14/13

Approval:

This design is exclusive property of Dualite Sales & Service, Inc. • 1 Dualite Lane • Williamsburg, OH 45176
 Copyright 2004 Dualite Sales & Service, Inc. All Rights Reserved. Reproduction of this proprietary work without the permission
 of Dualite Sales & Service, Inc. will subject the user to liability under the copyright statutes of the United States.



Memo

Michael Ostrowski, Director

Community Development

City of Stevens Point

1515 Strongs Avenue

Stevens Point, WI 54481

Ph: (715) 346-1567 • Fax: (715) 346-1498

mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission
From: Plan Staff
CC:
Date: 4/29/2013
Re: Conceptual Project Review – University Parking Ramp on Lot T

This request is for a conceptual project review (CPR) for a parking ramp on the University of Wisconsin Stevens Point (UWSP) Campus on Lot T (see attached map). A CPR is an initial review of a proposed project. The plans that are submitted for the CPR are fairly general, outlining the proposed project. The goal of a CPR is to get input from the public, the Plan Commission, and the Common Council on a development before it proceeds to the next step, in this case, site plan review approval. As mentioned above, plans are general in nature and will be more detailed once comments are received regarding the proposed development. No official action will be taken at this meeting for this item; it is for discussion purposes only.

This CPR is of a parking ramp on UWSP property with anticipated construction starting as early as summer 2014. UWSP will be constructing a new Chemistry-Biology Science Facility at the current location of parking Lot X within the next few years. A total of 342 university parking stalls will be lost due to the construction of the science facility. It is critical to replenish this loss in order to provide parking for staff, current students, and future students, as enrollment continues to rise. A remedy for this loss is the construction of a parking lot nearby on Lot T (213 spaces). Essentially, only 50 parking spaces are gained from the construction of the parking ramp, because of the loss of Lot X. Details for the proposed ramp are below.

- 4 levels (one at-grade and three elevated)
- Occupancy for approximately 600 cars (staff and student accommodations)
- Motorcycle and bicycle parking
- Elevator within the northwest corner
- Stairs in all corners of the ramp
- Metered via ingress/egress kiosk
- Total square footage of 186,000 sf.
- Snowchute (snow removal) on the west side middle bay of parking ramp
- Solid walls facing south and possibly east (facing residential)
- Primary ingress/egress off of Illinois Avenue (two-way)
- Secondary ingress/egress off of Reserve (two-way)
- Pedestrian walkways and landscaping surrounding entire ramp

From the information provided within the application and gathered at previously held planning workshops, staff has the following comments:

Traffic patterns within the area may be altered. Primary traffic to and from the site will likely occur on Illinois Avenue, a non-signalized intersection. Additionally, traffic on Reserve Street will likely increase from those accessing the ingress/egress point from the west. Both Illinois Avenue and Reserve Street offer street parking, of which Illinois Avenue offers it on both sides. During the daytime hours much of the streets' parking stalls are occupied which may impede traffic access to and from the proposed parking ramp. There are ways to alleviate these concerns however, at a cost. If warranted, the intersection of Fourth Avenue and Illinois Avenue can be controlled with a four way stop sign or traffic light. Additionally, a row of parking stalls along Illinois Avenue can be removed to increase traffic flow. However, this would involve the loss of needed parking near the university.

Location near residential properties. The change in traffic patterns will likely increase vehicle use primarily on Illinois Avenue and Fourth Avenue. Safety is a great concern for both pedestrians whom utilize Fourth Avenue to access the campus, and surrounding property owners. Furthermore, ingress/egress off Reserve Street may be hazardous during the university passing hours, as lines of students utilize the sidewalks within the vicinity. Properties directly adjacent to the proposed parking ramp may be affected as well. Noise, lighting, and heat would conceivably increase within and around the proposed parking ramp. The general welfare of the surrounding property owners should be maintained as much as possible, therefore, the ramp is proposed to be fully enclosed on the south and possibly east side of the ramp to lessen the impedance of noise and lighting. Ambient and reflective heat from the structure could be a concern for the backyards of residential properties. Therefore, the project includes planting ground and vine vegetation that will scale the outward wall. A vine that produces plant material year round does exist to lessen heat and increase aesthetics year round. It is important to note that brick will be incorporated into the face via vertical member, spandrel panels or another method. A fence currently exists, separating Lot T from residential properties and is proposed to remain or be replaced.



If the overall consensus of this project is accepted, the next step in moving forward is for UWSP to finish any studies relating to traffic, use, feasibility, etc. to identify additional concerns or limitations. If all studies are favorable, and many concerns have been met or alleviated, the project would then need to receive site plan approval through Plan Commission and Common Council to move forward.

While concerns have been identified above, the larger concern revolves around the need for more parking at UWSP, in order for its continued success. It is imperative that UWSP remains successful in attracting new students; current student count is around 9,500. The construction of the new science building will likely increase student enrollment, and consequently the need for more parking. A parking ramp is a key solution in combating this problem. While other initiatives, such as banning freshman parking may be needed in the short term, ultimately, it may hurt in trying to attract new students. Many of the concerns outlined above can be addressed with certain conditions. However, it is imperative that UWSP receives guidance and direction in how to proceed with this structure early in the process. All too often, significant sums of money are spent on planning and design, only to find out that the current design doesn't address concerns surrounding the project. Through this CPR, it gives UWSP guidance on how to proceed.

Site Map



Project Site Images



Illinois Avenue (looking south)



Illinois Avenue (looking north)



Lot T (looking west)



Lot T (looking south)



Residential Homes (looking south)



Lot T (looking east)

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2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997
------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

PARCEL / OWNER DATA

NAME AND ADDRESS	
Board Of Regents Of Uw System (Exempt) P O Box 8010 Madison, WI 53708	
PARCEL #	240828300502
PROPERTY ADDRESS	501 Reserve St
SUBDIVISION	Metes And Bounds
LAND USE	School
NEIGHBORHOOD	500 University Neighborhood
ZONING	U1 -UNIVERSITY

PROPERTY IMAGE

SITE DATA

ACTUAL FRONTAGE	252	DATE		NUMBER		AMOUNT/PURPOSE	NOTE
FRONTAGE	252.0						
DEPTH	389.0						
SQUARE FOOTAGE	98,028.0						
ACREAGE	2.25						

PERMIT HISTORY

ASSESSED VALUE 2013

CLASS	LAND	IMPROVEMENTS	TOTAL	RATIO	EST. FAIR MARKET VALUE
--------------	-------------	---------------------	--------------	--------------	-------------------------------

2013 Assessed Values are not yet available. Please select the 2012 tab above to view 2012 assessments.

LEGAL DESCRIPTION
BLOCK 4 T. HELMINSKI & O'S ADD & VAC 5TH AVE-424/1059 224/351 1/2 - 225/90
Disclaimer: Information shown here is considered accurate but not guaranteed. * Additional data may be available by contacting the assessors office.
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2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997
------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

PARCEL / OWNER DATA

PROPERTY IMAGE

NAME AND ADDRESS
 Board of Regents of UW System
 c/o Budget Mgr, Facility Services
 1848 Maria Dr
 Stevens Point, WI 54481

A Front 10/2008

PARCEL #	240828300628
PROPERTY ADDRESS	2124 Fourth Ave
SUBDIVISION	T Helminski & Others Addn
LAND USE	Residential
NEIGHBORHOOD	25 North East (Residential)
ZONING	R2 - SINGLE

OWNERSHIP HISTORY

OWNER	SALE DATE	AMOUNT	CONVEYANCE	VOLUME	PAGE	SALE TYPE
Board of Regents of UW System	3/2/2009	\$115,500	Warranty Deed	728553		Land & Buildings
Cary K & Lori A Norman &	4/29/2005	\$72,900	Warranty Deed	671939		Land & Buildings
Gary A & Colette Swiech	4/1/1984	\$33,600	Warranty Deed	450	378	Land & Buildings

SITE DATA

ACTUAL FRONTAGE	60
FRONTAGE	60.0
DEPTH	157.0
SQUARE FOOTAGE	9,420.0

PERMIT HISTORY

DATE	NUMBER	AMOUNT	PURPOSE	NOTE
8/31/2006	34232	\$4,000	042 Interior Renov/Remodel	remodel rear room
7/10/2006	34110	\$4,000	024 Exterior Renovations	windows/siding/reroof

ACREAGE		0.22		ASSESSED VALUE 2013				EST. FAIR MARKET VALUE	
CLASS	LAND	IMPROVEMENTS	TOTAL	RATIO					
<p>2013 Assessed Values are not yet available. Please select the 2012 tab above to view 2012 assessments.</p>									
LEGAL DESCRIPTION									
SLY 60' OF LOT 7 & LOT 11 BLK 3 T HELMINSKI & O'S ADD 728553 728554-CERT									
DWELLING 1									
STYLE	01 Ranch		BASEMENT	Full	EXPOSED	N			
EXT. WALL	Alum / Vinyl / Steel		HEATING	A					
STORY HEIGHT	1		FUEL TYPE	Gas					
YEAR BUILT	1953	AGE	60	SYSTEM TYPE	Warm Air				
CLASS	A-Residential		TOTAL ROOMS	5	BEDROOMS	2			
INT. COND. RELATIVE TO EXT.	Interior Same As Exterior								
PHYSICAL CONDITION	Average								
KITCHEN RATING	Average								
FEATURES									
DESCRIPTION	UNITS	DESCRIPTION	AREA						
Additional Plumbing Fixtures	1	Open Frame Porch	30						
		Wood Deck	187						
LIVING AREA									
DESCRIPTION			AREA						
BASEMENT			849						
FINISHED BASEMENT LIVING AREA			0						
FIRST STORY			993						
SECOND STORY			0						
ADDITIONAL STORY			0						
ATTIC / FINISHED			0						
HALF STORY / FINISHED			0						
ATTIC / UNFINISHED			0						
HALF STORY / UNFINISHED			0						
ROOM / UNFINISHED			0						
TOTAL LIVING AREA			993						
DETACHED IMPROVEMENTS									
DESCRIPTION	YEAR BUILT	SQUARE FEET							

Garage - Detached Frame/ Block	1953	299
--------------------------------	------	-----

Disclaimer: Information shown here is considered accurate but not guaranteed.
* Additional data may be available by contacting the assessors office.

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PRE-APPLICATION CONFERENCE REQUEST FORM

ADMINISTRATIVE SUMMARY (Staff Use Only)

Application #		Date Submitted		Fee Required		Fee Paid	
Pre-Application Conference Date				Assigned Case Manager			

APPLICANT/CONTACT INFORMATION

APPLICANT INFORMATION		CONTACT INFORMATION (Same as Applicant? <input type="checkbox"/>)	
Applicant Name	Univ. of Wisconsin - Stevens Point	Contact Name	Carl Rasmussen
Address	2100 Main Street	Address	M&M Building, 1848 Maria Drive
City, State, Zip	Stevens Point, WI 54481	City, State, Zip	Stevens Point, WI 54481
Telephone	715-346-2641	Telephone	715-346-2781
Fax		Fax	
Email	gdiemer@uwsp.edu	Email	crasmuss@uwsp.edu

PROJECT SUMMARY

Project Type (Select All Applicable)		
Zoning Permit (Optional) <input checked="" type="checkbox"/>	Conditional Use Permit (Required) <input type="checkbox"/>	Zoning Map Amendment (Required) <input checked="" type="checkbox"/>
Administrative Adjustment (Optional) <input type="checkbox"/>	Major Site Plan (Required) <input type="checkbox"/>	Text Amendment (Required) <input type="checkbox"/>
Variance (Optional) <input type="checkbox"/>	Minor Subdivision (Required) <input type="checkbox"/>	
Minor Site Plan (Optional) <input type="checkbox"/>	Major Subdivision (Required) <input type="checkbox"/>	
Major Site Plan (Required) <input checked="" type="checkbox"/>	Planned Development (Required) <input type="checkbox"/>	
Project Address:	501 Reserve St. to be changed to new number assignment with new construction	
Parcel 1 – Assessor's Parcel ID Number	Parcel 2 – Assessor's Parcel ID Number (if needed)	Parcel 3 – Assessor's Parcel ID Number (if needed)
501 Reserve St. #240828300502	2124 Fourth Ave. #240828300628	
Designated Future Land Use Category	Current Zone District(s)	
U1	U1 & R2 single family	
Is there a current application associated with this project?		<i>No</i>
Describe land use and the development proposed for the subject property. Include the time schedule (if any) for development. (Use additional pages if necessary)		
<p>Current land use is a surface parking lot for both permit and student users. With the loss of parking on Lot X due to the future location of the Chemistry-Biology Science Facility, UW Stevens Point is looking to replace these lost parking stalls as well as plan for a some growth by developing a Parking Garage structure on the current Lot T surface lot. The structure will consist of 4 levels (one at-grade and three elevated) with an approximate floor-to-floor height of 10'-4". Facility at full build-out (three levels may be constructed initially with the fourth at some future point in time) will encompass approximately 186,000 square feet for 600 cars. Ingress and egress points are planned on the west to Reserve Street as well as on the east side to Illinois Avenue. There will be vertical circulation elements in 3 of the 4 corners and elevation studies are currently underway. Depending on State authority, construction could begin as early as summer 2014 or as late as spring 2016.</p>		

SIGNATURES

Signature of Applicant	Date	Signature of Property Owner's (if not the Applicant)	Date
<i>Carl Rasmussen</i> UWSP Div Facilities Planning	4-5-2013		

Upon turning in this request form, staff will contact you to set up a time to meet to discuss your project.



APPLICATION FOR A SITE PLAN REVIEW

(Pre-Application Conference is Required for Major and Minor Site Plan Reviews)

ADMINISTRATIVE SUMMARY (Staff Use Only)

Application #		Date Submitted		Fee Required		Fee Paid	
Associated Applications (if any)				Assigned Case Manager			
Pre-Application Conference Date				Minor Site Plan	<input type="checkbox"/>	Major Site Plan	<input type="checkbox"/>

APPLICANT/CONTACT INFORMATION

APPLICANT INFORMATION		CONTACT INFORMATION (Same as Applicant? <input type="checkbox"/>)	
Applicant Name	Univ. of Wisconsin - Stevens Point	Contact Name	Carl Rasmussen
Address	2100 Main Street	Address	M&M Building, 1848 Maria Drive
City, State, Zip	Stevens Point, WI 54481	City, State, Zip	Stevens Point, WI 54481
Telephone	715-346-2641	Telephone	715-346-2781
Fax		Fax	
Email	gdiemer@uwsp.edu	Email	crasmuss@uwsp.edu

OWNERSHIP INFORMATION

PROPERTY OWNER OF RECORD 1 INFORMATION (Same as Applicant? <input type="checkbox"/>)		PROPERTY OWNER OF RECORD 2 INFORMATION (if Needed)	
Owner's Name	Board of Regents of the University of Wisconsin System	Owner's Name	
Address	1852 Van Hise Hall, 1220 Linden Drive	Address	
City, State, Zip	Madison, WI 53706	City, State, Zip	
Telephone	608-890-3281	Telephone	
Fax		Fax	
Email	mlind@uwsa.edu	Email	

PROJECT SUMMARY

Subject Property Location [Please Include Address and Assessor's Identification Number(s)]		
Parcel 1	Parcel 2	Parcel 3
501 Reserve St. #240828300502	2124 Fourth Ave. #240828300628	
Legal Description of Subject Property		
BLOCK 4 T. HELMINSKI & O'S ADD & VAC 5TH AVE-424/1059 224/351 1/2 - 225/90; and SLY 60' OF LOT 7 & LOT 11 BLK 3 T HELMINSKI & O'S ADD 728553 728554-CERT.		
Area of Subject Property (Acres/Sq Ft)		Area of Requested Rezoning (Acres/Sq Ft)
2.15 acres / 93,845 SF		9420
Current Zoning District(s)		
U1 & R2-SINGLE		

Designated Future Land Use Category	Current Use of Property	Proposed Use of Property
U1	School & Residential	School

Describe land use and the development proposed for the subject property. Include the time schedule (if any) for development. (Use additional pages if necessary)

Current land use is a surface parking lot for both permit and student users. With the loss of parking on Lot X due to the future location of the Chemistry-Biology Science Facility, UW Stevens Point is looking to replace these lost parking stalls as well as plan for a some growth by developing a Parking Garage structure on the current Lot T surface lot. The structure will consist of 4 levels (one at-grade and three elevated) with an approximate floor-to-floor height of 10'-4". Facility at full build-out (three levels may be constructed initially with the fourth at some future point in time) will encompass approximately 186,000 square feet for 600 cars. Ingress and egress points are planned on the west to Reserve Street as well as on the east side to Illinois Avenue. There will be vertical circulation elements in 3 of the 4 corners and elevation studies are currently underway. Depending on State authority, construction could begin as early as summer 2014 or as late as spring 2016.

Current Zoning Surrounding Subject Property

North:	U1	South:	R2
East:	U1 & R2	West:	U1 & R2

Current Land Use Surrounding Subject Property

North:	School	South:	Residential
East:	School & Residential	West:	School & Residential

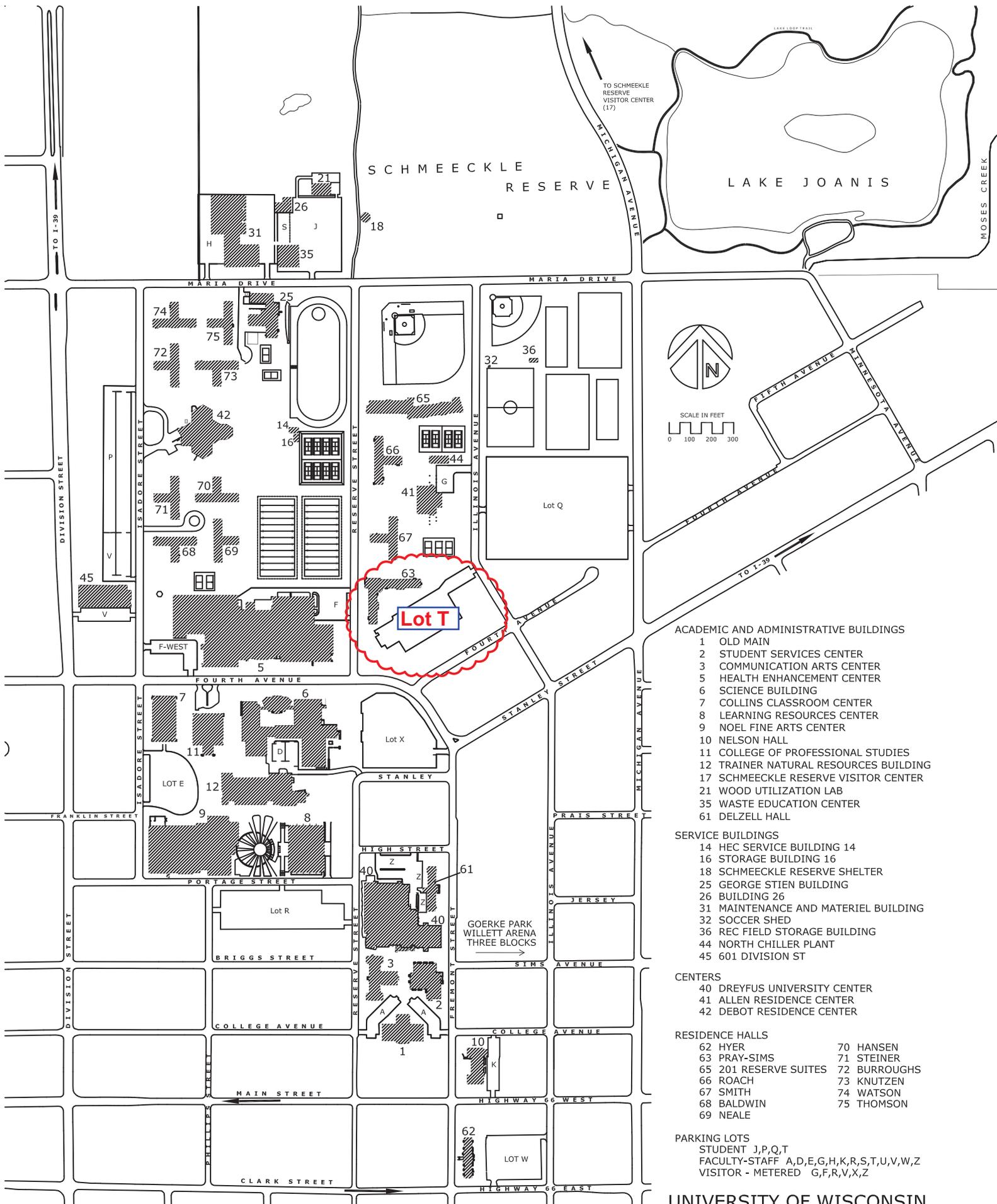
EXHIBITS

Owner Information Sheet	<input checked="" type="checkbox"/>	Additional Exhibits if Any (List):
Letter to District Alderperson	<input type="checkbox"/>	
Maps (vicinity, zoning, floodplains, wetlands others as requested by staff)	<input checked="" type="checkbox"/>	
Site Plan (designating primary, side, and service street frontages)	<input checked="" type="checkbox"/>	
Building Elevations	<input type="checkbox"/>	
Parking Plan (Location, number of spaces, reductions, and design and landscaping)	<input checked="" type="checkbox"/>	
Street Plan with Cross-sections	<input type="checkbox"/>	
Utility Plan	<input type="checkbox"/>	
Landscape Plan (including any equivalent alternative landscaping requests)	<input type="checkbox"/>	
Stormwater Plan	<input type="checkbox"/>	
Outdoor Lighting Plan (location of fixtures, illumination levels)	<input type="checkbox"/>	

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
<i>Carl Raemmer</i> UWSP Dir Facilities Planning	4-5-2013		



- ACADEMIC AND ADMINISTRATIVE BUILDINGS**
- 1 OLD MAIN
 - 2 STUDENT SERVICES CENTER
 - 3 COMMUNICATION ARTS CENTER
 - 5 HEALTH ENHANCEMENT CENTER
 - 6 SCIENCE BUILDING
 - 7 COLLINS CLASSROOM CENTER
 - 8 LEARNING RESOURCES CENTER
 - 9 NOEL FINE ARTS CENTER
 - 10 NELSON HALL
 - 11 COLLEGE OF PROFESSIONAL STUDIES
 - 12 TRAINER NATURAL RESOURCES BUILDING
 - 17 SCHMEECKLE RESERVE VISITOR CENTER
 - 21 WOOD UTILIZATION LAB
 - 35 WASTE EDUCATION CENTER
 - 61 DELZELL HALL
- SERVICE BUILDINGS**
- 14 HEC SERVICE BUILDING 14
 - 16 STORAGE BUILDING 16
 - 18 SCHMEECKLE RESERVE SHELTER
 - 25 GEORGE STIEN BUILDING
 - 26 BUILDING 26
 - 31 MAINTENANCE AND MATERIEL BUILDING
 - 32 SOCCER SHED
 - 36 REC FIELD STORAGE BUILDING
 - 44 NORTH CHILLER PLANT
 - 45 601 DIVISION ST
- CENTERS**
- 40 DREYFUS UNIVERSITY CENTER
 - 41 ALLEN RESIDENCE CENTER
 - 42 DEBOT RESIDENCE CENTER
- RESIDENCE HALLS**
- 62 HYER
 - 63 PRAY-SIMS
 - 65 201 RESERVE SUITES
 - 66 ROACH
 - 67 SMITH
 - 68 BALDWIN
 - 69 NEALE
 - 70 HANSEN
 - 71 STEINER
 - 72 BURROUGHS
 - 73 KNUTZEN
 - 74 WATSON
 - 75 THOMSON
- PARKING LOTS**
- STUDENT J,P,Q,T
 - FACULTY-STAFF A,D,E,G,H,K,R,S,T,U,V,W,Z
 - VISITOR - METERED G,F,R,V,X,Z

Pray Sims Residence Hall



Lot T Parking
Garage

Reserve Street

Illinois Avenue

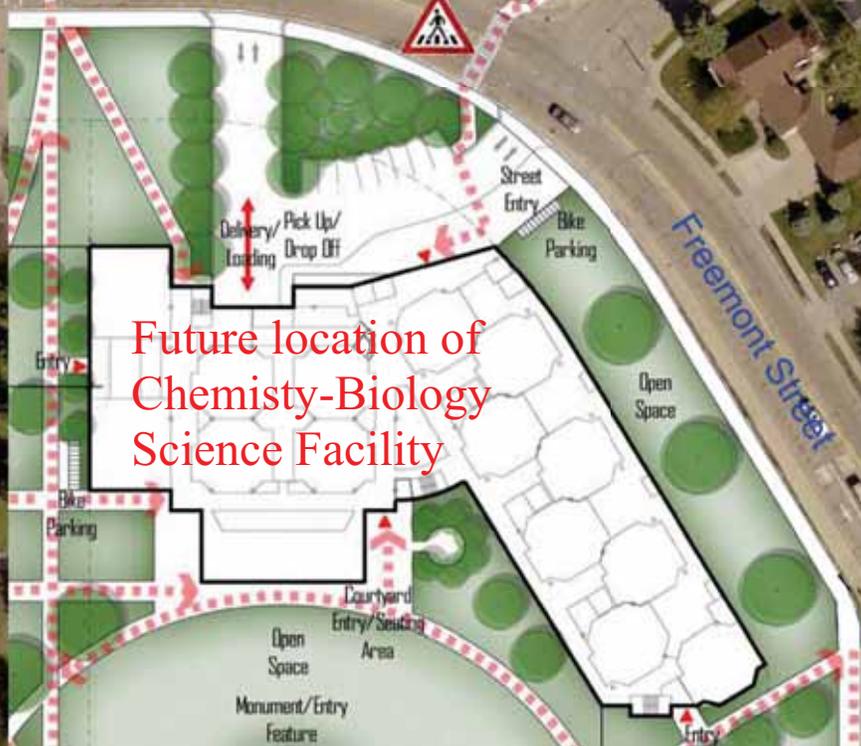
Fourth Avenue

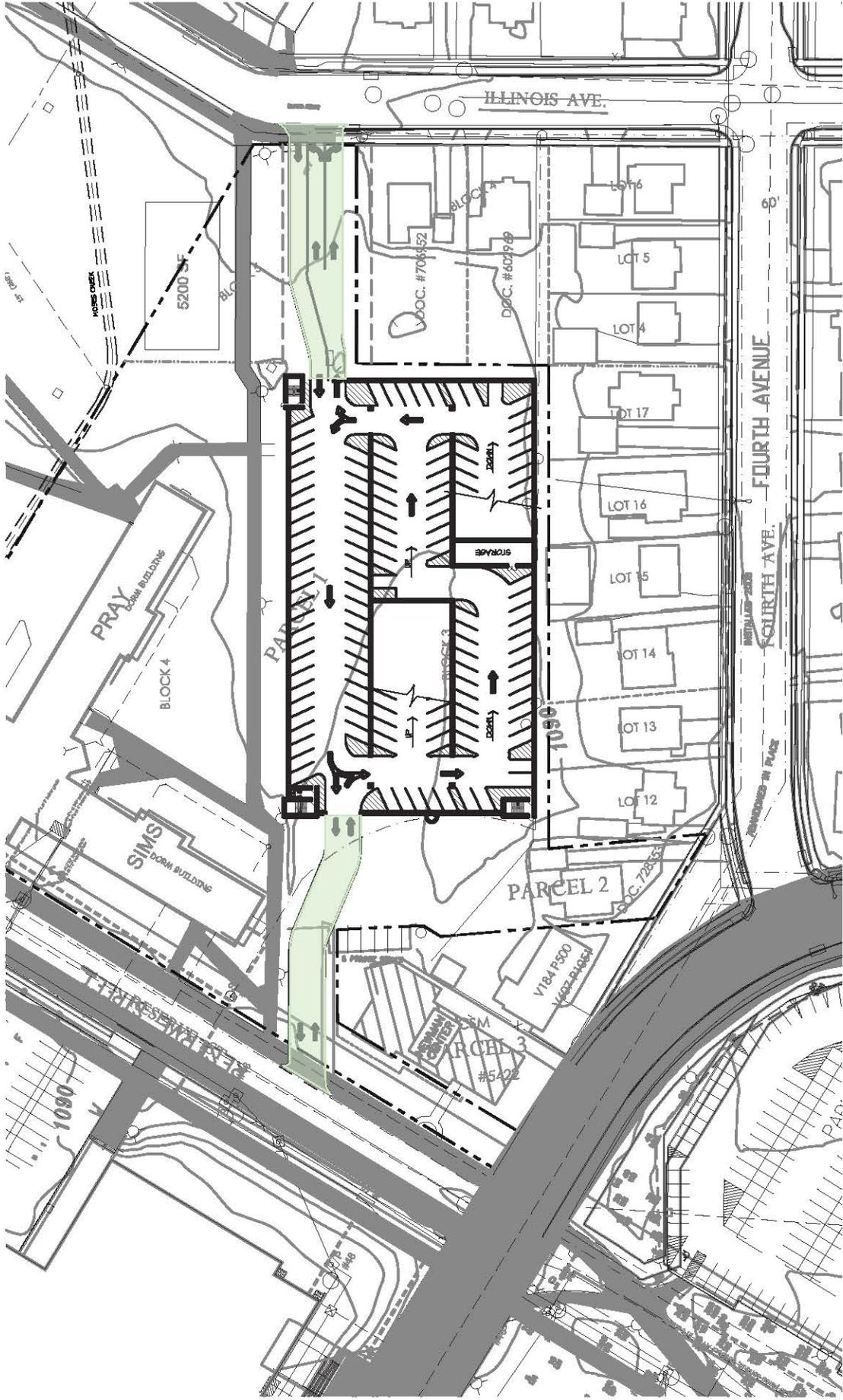
Fourth Avenue

Freemont Street

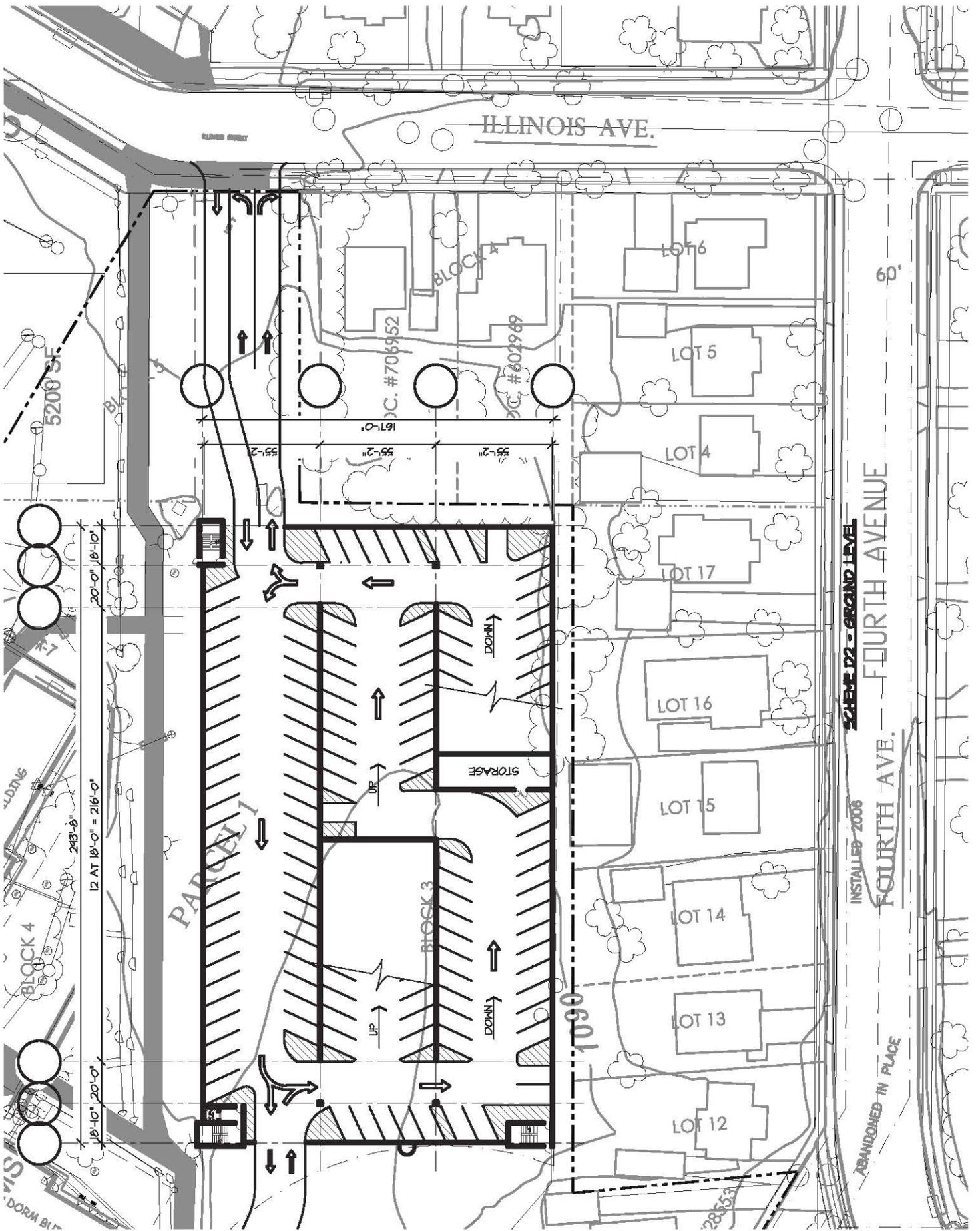
Stanley Street

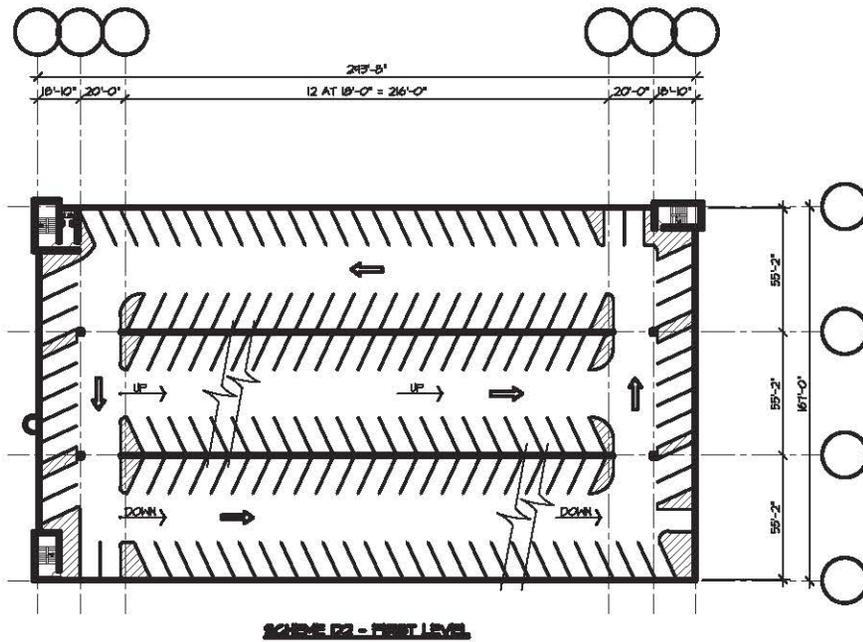
Future location of
Chemistry-Biology
Science Facility



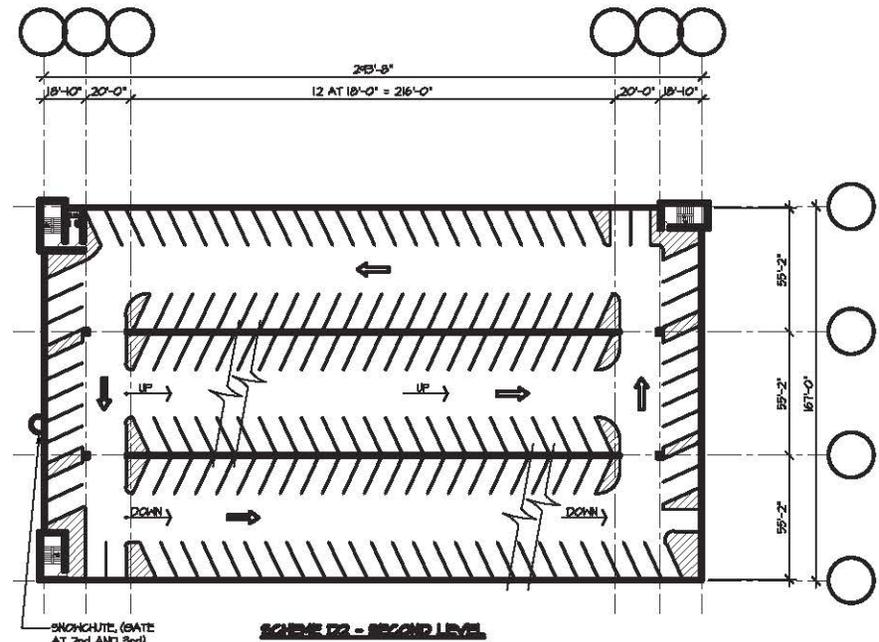


Lot T Ramp Grade Level Plan with Ingress/Egress Locations

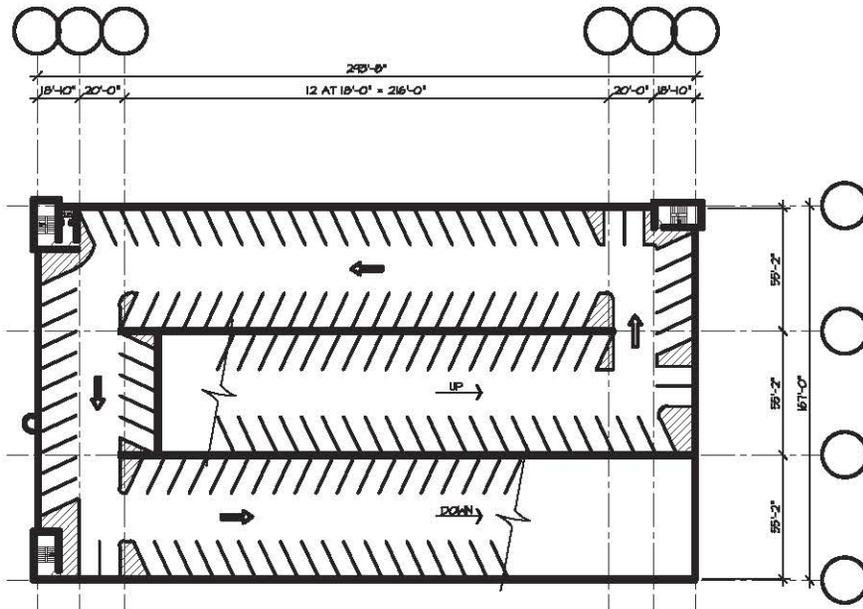




SCHEME D2 - FIRST LEVEL



SCHEME D2 - SECOND LEVEL



SCHEME D2 - THIRD LEVEL

SCHEME INFORMATION
 BAY WIDTHS: 55'-2", 55'-2", 55'-2"
 NUMBER OF LEVELS: 4
 TRAFFIC FLOW: 1-WAY
 MAXIMUM SLOPE
 10'-4" F-F: 4.8% (5.7% @ 6 TO 1 UP ONLY)
 11'-4" F-F: 5.3% (6.3% @ 6 TO 1 UP ONLY)
 PARKING ANGLE: 65 DEGREES
 STALL WIDTH: 9'-0"
 CAR COUNT: 601
 TOTAL SQUARE FOOTAGE: 106,150 SQ/FT
 SQUARE FEET/CAR: 310 SQ/FT
 INGRESS/EGRESS
 WEST: GROUND LEVEL (ENTRANCE ONLY)
 EAST: GROUND LEVEL

 ARNOLD AND O'SHRIDAN INC CONSULTING ENGINEERS STRUCTURAL ■ HVAC ■ PLUMBING ELECTRICAL ■ TECHNOLOGY 4401 15TH WISCONSIN RD #201-8130 BROOKFIELD, WISCONSIN 53005-1130 WWW.ARNOLDANDOSHRIDAN.COM	Project Title:	LOT T PARKING GARAGE	Scheme:	D2
		UW STEVENS POINT DFD PROJECT #12J3P	Project Number:	120480
			Date Issued:	03-13-13
			Project Engineer:	SJR/TMW
			Drawn By:	A&O



Memo

Michael Ostrowski, Director

Community Development

City of Stevens Point

1515 Strongs Avenue

Stevens Point, WI 54481

Ph: (715) 346-1567 • Fax: (715) 346-1498

mostrowski@stevenspoint.com

City of Stevens Point – Department of Community Development

To: Plan Commission
From: Plan Staff
CC:
Date: 4/29/2013
Re: Ground lease and property use agreement and occupancy agreement between the City of Stevens Point and the Boys & Girls Club of Portage County, Inc. for the property located at **2442 Sims Avenue and 933 Michigan Avenue (Parcel ID 2408-33-2001-05)**.

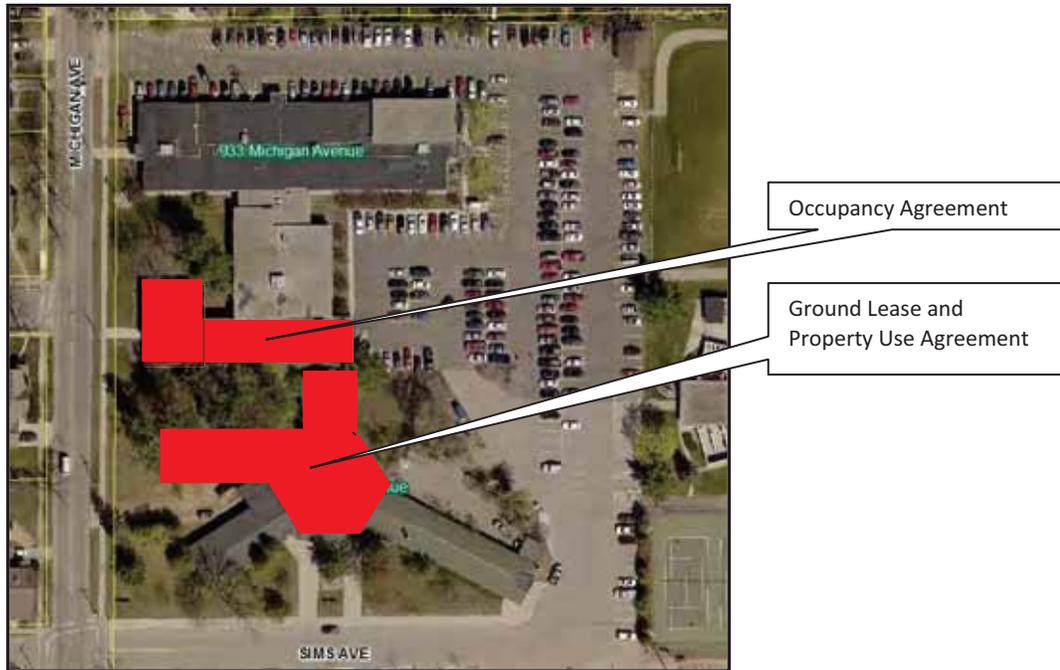
For several years the Boys and Girls Club of Portage County (BGC) have been trying to find a suitable place to relocate. Currently, they are situated in a portion of 1007 Ellis Street in downtown. Their growth needs are limited at this location and very few recreational opportunities exist within walking distance.

With Mid-State Technical College vacating 933 Michigan Avenue this year and relocating downtown, 933 Michigan Avenue/2442 Sims Avenue (municipally owned) has been identified as a potential location for the BGC. At this location, the BGC's space needs are met and several recreational opportunities exist nearby.

The City has also contemplated relocating many City Hall offices to this location, which would potentially allow for the creation of a municipal court, expansion of offices, and unity with the Parks Department. A study was recently executed to analyze the current space needs for City Hall and review the facility at 933 Michigan Avenue. Furthermore, it is anticipated to be completed in August, 2013.

Enclosed with this memo are two agreements (1) the ground lease and property use agreement, and (2) occupancy agreement. The ground lease and property use agreement governs the Parks and Recreation building located at 2442 Sims Avenue, and the occupancy agreement governs the use of the south wing of the MSTC building located at 933 Michigan Avenue.

The Plan Commission, Finance Committee, and Common Council must review and approve the agreement by and between the City of Stevens Point and the Boys and Girls Club of Portage County. Below you will find a summary of the agreements:



Ground Lease and Property Use Agreement (2442 Sims Avenue) Boys and Girls Club (BGC)

- Area - BGC would have exclusive use to their area of the building
- Term - 30 years, with automatic five year renewals. City must give two year notice if it intends not to renew.
- Use of Premises and Common Areas - Property must be used as a BGC, unless authorized by the City.
- Use of Gymnasium Area – BGC would have exclusive rights to the gymnasium during specific times. Times are indicated in the agreement.
- Construction of Improvements - Improvement costs to be borne by BGC, such as a connecting passage between buildings. Improvements must be approved by the City.
- Rent and Taxes – The agreement is for a lease rate of \$1.00 per year.
- Utilities – Will be separately metered and be paid by the BGC for their use.
- Maintenance and Repairs
 - Premises – BGC shall pay for all maintenance and repairs to their area.
 - Common Area – Split costs for mutually agreed upon maintenance and repairs, unless damage is caused by a specific party, then that party pays the cost.
 - Parking Lot – City assumes all costs for maintenance and repairs.
- Alterations – To be paid by BGC, with City consent.
- Surrender of Premises and Payment of Compensation – City shall compensate BGC for the current fair market value of the improvements as determined by a third party independent appraisal. Cost of the appraiser is split between the City and BGC. City would have to compensate BGC in an amount equal to the depreciated value of the improvements constructed by BGC using a straight line 30 year depreciation schedule.
- Right of First Refusal – In the event that the current parks and recreation areas are not occupied by the City’s Parks and Recreation department, the BGC shall have the right of first refusal on this area.

Occupancy Agreement (933 Michigan Avenue) Boys and Girls Club (BGC)

- Term and Termination – TBD, must give 180 days' written notice to terminate.
- Use - Property must be used as a BGC, unless authorized by the City.
- Occupancy Payments and Utilities – The agreement is for a lease rate of \$1.00. City shall pay the cost to separately meter the utilities, if wanted. If not separately metered, BGC shall pay a portion of utility costs equal to the amount of prorated space they occupy in the entire building.
- Maintenance and Repairs - Repairs below \$500.00 shall be the responsibility of the BGC. Repairs between \$500.00-\$1000.00 shall be borne by both parties. Repairs exceeding \$1000.00 shall be the responsibility of the City.

Upon review of both agreements, staff has the following concerns:

Ground Lease and Property Use Agreement (2442 Sims Avenue)

- 3. Term – The term of this agreement is for 30 years. A 30 year lease is a significant period of time. We understand that the BGC want stability in a location before making improvements, but 30 years, along with the five year automatic renewals, significantly hinders the ability of the City to make modifications to the agreement or proceed in another direction if warranted. In addition, the City is required to give the BGC a two year notice, while the BGC is only required to give a one year notice to terminate. Staff would recommend that the term of this agreement be reduced to reflect potential changes in City operations.
- 4(b). Use of Gymnasium Area – Having specific times within the agreement again significantly hinders the operation of these facilities in the future. Programs can change and new opportunities may emerge. Staff would recommend that the use of this area be scheduled on an annual basis with the Parks and Recreation department. Staff feels that we should not be giving away exclusive rights to this area, as it has been a source of revenue for the Parks Department. It is unknown what the future holds and having an agreement that gives exclusive right to this area during certain time periods for 30 years is discouraged.
- 4(c). Goerke Park – This section does not seem to be needed within the agreement.
- 5. Construction of Improvements – Improvements need to be more clearly defined. These shall be capital type items that have a life expectancy of greater than a certain number of years.
- 6. Rent and Taxes – Staff would recommend that the BGC pay a reasonable lease amount for the facility. The City is giving up space that it could otherwise use for its purposes if it so desired. In addition, leasing spaces for \$1.00 may set precedent with other non-profit type agencies.
- 7. Utilities – BGC shall be responsible for all costs relating to separately metering the building. In addition, they should pay a fee for the common and/or gymnasium areas, as there is a cost to run utilities for these areas.
- 8(b). Gymnasium – Maintenance for this area shall also include structural components, such as the floors, walls, windows, doors, etc.
- 8(c). Parking Lot – The BGC should be responsible for the maintenance and repair of the parking lot and related amenities. It is not known what is meant by adequate

lighting. Does additional lighting need to be installed at this time? If so, that cost should be borne by the BGC if it is needed for their use.

- 11. Insurance – Staff would recommend increasing the amount of insurance coverage.
- 15. Surrender of Premises and Payment of Compensation. While staff understands the reason why this is included within the agreement, we do not feel that the City should bear any costs relating to the buyout of the improvements, especially if the BGC is only paying a lease rate of \$1.00 per year.
- 18. Right of First Refusal – Staff would recommend striking this provision. The City should have the right to sell or transfer the property to any entity that it sees fit. Adding this provision could significant tie the hands of the City in the future.
- 19. Assignment and Subletting – Staff would consider this a default within the agreement. Staff would recommend making this at the sole discretion of the City, not “unreasonably withheld, conditioned, or delayed.”

Occupancy Agreement (933 Michigan Avenue)

- 4. Occupancy Payments and Utilities – As indicated above, if the BGC occupies this space, they should pay a reasonable lease amount. In addition, if they are the only occupant within the building, they should pay the entire utility amount, or pay for the cost to separately meter the building and then pay their full amount of the costs.
- 5. Maintenance and Repairs – If the BGC is the only occupant within the building, they should be required to pay for the entire maintenance and repair of the facility and its components. The City should not be responsible for repairs over \$1,000, especially if we are only receiving \$1.00 in compensation.
- 7. Alterations – Staff would recommend making any alteration subject to City approval and at the sole discretion of the City, not “unreasonably withheld, conditioned, or delayed.”
- 8. Insurance – Staff would recommend increasing the amount of insurance coverage.
- 14. Assignment and Subletting – Staff would consider this a default within the agreement. Staff would recommend making this at the sole discretion of the City, not “unreasonably withheld, conditioned, or delayed.”

While staff understands the need for the BGC to fundraise, and we applaud their efforts, there are certain things that staff would recommend completing prior to any further negotiations, mainly, the organizational needs analysis and comprehensive space/facilities utilization assessment for city hall. The City recently executed a contract for \$24,000 for a firm to begin work on this study, which is estimated to be completed August, 2013. The study could indicate that half the space is needed or twice as much space is needed. Due to the unknown outcomes and recommendations from this study, staff feels that the signing of this agreement would be unwise and could jeopardize city operations for the next 30 years. In addition, having the Parks Department separated from the rest of City Hall, with the BGC in between, on the surface, does not seem like the most efficient layout, hence the need to finish the study prior to signing any agreement.

GROUND LEASE AND PROPERTY USE AGREEMENT

This Ground Lease and Property Use Agreement (this "Agreement") is made and entered into as of the ___ day of _____, 2013, by and between the **City of Stevens Point**, a Wisconsin body politic (the "City") and **Boys & Girls Club of Portage County, Inc.**, a Wisconsin nonstock corporation ("BGC").

1. Premises. The City, for and in consideration of the covenants and agreements herein contained, does hereby demise, lease and let unto BGC the premises situated in the City of Stevens Point, Portage County, Wisconsin as described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

2. Gymnasium Area. In addition to the exclusive use of the Premises described above, BGC shall have the nonexclusive right to use the gymnasium located in the park and recreation building (the "Gymnasium Area") during the Term. In addition to the Improvements (as defined below) to be constructed by BGC, the City further agrees to allow BGC to modify certain portions of the parking lot to accommodate BGC's use of the Premises, including but not limited to, placement of signage and modification to the parking area to allow for the pick-up and drop-off of children at the Premises. BGC and the City further agree that BGC may also landscaping and utilization of green space adjacent to the Premises, and such other modifications as agreed to by the City and BGC. Any such modifications must be approved by the City in the same manner as the construction of the Improvements as described in Section 5 below.

3. Term. BGC shall have and hold said Premises and shall have access to the Common Areas as described herein, for a term of thirty (30) years commencing on _____ and ending on _____, unless terminated earlier as provided herein (the "Initial Term"). Upon the expiration of the Initial Term, this Lease shall automatically renew for successive five (5) year terms (each a "Renewal Term") under the same terms and conditions as the Initial Term, unless terminated by BGC by providing the City with written notice of such election not to renew not less than one (1) year prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and each Renewal Term may hereafter collectively be referred to as the "Term" of this Lease. Provided however, at any time following the expiration of the Initial Term, the City may terminate this Lease by providing BGC with not less than two (2) years prior written notice and the City shall make payment to BGC of the amount due BGC pursuant to Section 15 below upon the effective date of such termination by the City.

4. Use of Premises and Gymnasium Area.

(a) Use of Premises. BGC shall use the Premises solely for the purpose of conducting thereon a Boys & Girls Club and for no other use, except with the City's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. BGC shall implement youth development and guidance programming consistent with its mission and as otherwise deemed necessary by BGC in its sole discretion.

(b) Use of Gymnasium Area. BGC will have exclusive use of the Gymnasium Area: (i) Monday through Thursday from 3:00 p.m. to 6:15 p.m. and Fridays from 3:00 p.m. to 11 p.m. during the school year; (ii) Monday through Thursday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 6:15 p.m. and Fridays from 8:00 a.m. to 11:00 p.m. during the summer; (iii) Monday through Thursday from 8:00 a.m. to 6:15 p.m. and Friday from 8:00 a.m. to 11:00 p.m. for other non-school days; and (iv) during such other times as the City and BGC may agree from time to time. However, the City shall make the final determination on this issue. Notwithstanding the foregoing, the City shall have the right to use the

Gymnasium Area as necessary for a polling place during local, state, and federal elections. BGC shall also permit the City to use the locker rooms located on the Premises during the periods of time when the City is utilizing the Gymnasium Area and during such other times as the City and BGC may agree from time to time.

(c) **Goerke Park.** BGC shall have the same rights and privileges as any other public citizen with respect to the use and enjoyment of Goerke Park. BGC shall adhere to any rules mandated by the City for the use of the parking lot, provided in mandating any such rules the City shall attempt to accommodate BGC in its use and enjoyment of the Premises.

5. Construction of Improvements. In the event and at such time as BGC may desire to construct buildings and/or other improvements upon the Premises (the “Improvements”), then BGC shall prepare or have prepared and file with the City, the following: (a) a complete set of plans and specifications for such buildings and/or improvements; (b) a construction contract or set of contracts for the construction of said buildings and/or improvements, including all site work necessary therefor; and (c) evidence of source of funding for the construction of the buildings and/or improvements. The foregoing items are to be submitted to the City for examination and shall be subject to its approval, which shall not be unreasonably withheld, conditioned, or delayed. The failure of the City to notify BGC in writing of any objection to the items submitted within sixty (60) days after they are submitted to the City shall be deemed to be approval of them by the City. Such submittal of plans shall reference this Section of the Agreement and shall state “the failure of the City to notify BGC in writing of any objections to the items submitted within sixty (60) days after submission to the City shall be deemed approval by the City.” During the period of construction of the Improvements and until such time as the Improvements are ready for occupancy, BGC shall maintain public liability and property damage insurance on said Improvements, insuring the City and BGC with limits of liability at least equal to those set forth in Section 11 below.

6. Rent and Taxes. BGC shall pay to the City annual rent in the amount of One Dollar (\$1.00), and such payment shall be made on or before December 31st of each year during the Term. BGC warrants and represents to the City that it is a tax-exempt entity and agrees to provide written confirmation of such exemption, upon the request of the City. If at any time during the Term BGC is no longer a tax exempt entity, BGC agrees to pay any real estate taxes, personal property taxes, or other assessments or levies against the Premises and BGC improvements thereto.

7. Utilities. All electric, natural gas, water and sanitary sewer utility charges and all other utilities serving the Premises shall be separately metered for the Improvements constructed by BGC. BGC shall be solely responsible for maintaining such utility accounts and all payments for such utility services to the Premises. BGC shall, during the Term, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services or other public utilities of every kind furnished to the Premises or used by BGC. BGC shall also pay for all janitorial and waste disposal services furnished to the Premises and used by BGC. The City shall not be liable to BGC for any interruption in the aforesaid utility services.

8. Maintenance and Repairs.

(a) **Premises.** BGC shall keep the Improvements in good condition and shall, at BGC’s sole cost and expense, make all necessary repairs and replacements, including, but not limited to, and repair and maintenance of the exterior and interior of the Improvements. BGC shall be responsible for the maintenance, repair and proper use of all heating, ventilation and air conditioning ductwork, electrical, plumbing fixtures and drains at or servicing the Premises. If any repairs required to be made by BGC hereunder are not made within thirty (30) days after written notice delivered to BGC by the City, the City may at its option (but is not required to) make such repairs without liability to BGC for any loss or

damage which may result to its operations by reason of such repairs, and BGC shall pay to the City upon demand as additional rental hereunder the cost of such repairs.

(b) Gymnasium Area. The City and BGC shall mutually keep the Gymnasium Area in good condition and shall make all necessary repairs and replacements to the Gymnasium Area that are agreed to by the parties. The City and BGC shall each be responsible for one-half of the cost of any such agreed upon maintenance, repair or replacement, including but not limited to, all heating, ventilation and air conditioning ductwork, electrical, plumbing fixtures and drains at or servicing the Gymnasium Area. Provided however, each party shall be solely responsible for any necessary repairs resulting from damages caused by either party, their respective agents, employees, members or invitees.

(c) Parking Lot. The City shall be solely responsible for any and all necessary repairs and otherwise maintain the parking areas and driveways and maintain adequate lighting in such areas. It is understood and agreed that the City does not assume any responsibility for any damage or loss to any motor vehicles driven on the parking areas and driveways or to any personal property located therein, or for any injury sustained by any person in or about the parking areas, driveways and walkways.

9. Alterations. BGC may, with prior written notice to the City, make alterations or improvements to the Premises. Provided however, the City's prior written consent shall be necessary prior to BGC making any alterations or improvements to the Premises that would require a building permit under current ordinances or state law. Any alterations or improvements performed by BGC shall be in strict compliance with all applicable governmental laws, ordinances, codes, rules and regulations, and in compliance with recorded easements or covenants affecting the Premises. Further, such alterations or improvements shall be completed in a good and workmanlike manner with reasonable promptness. Before any work is commenced, BGC shall furnish the City with proof of worker's compensation and public liability insurance coverage and shall procure such necessary permits, approvals and certificates in connection with the changes as may be required by the appropriate governmental agencies. BGC agrees to hold the City free and harmless from any and all liens that might attach to the Premises on account of labor performed or material furnished to the Premises, and agrees to pay or discharge any such liens within thirty (30) days.

10. Damage or Destruction. If the Improvements are at any time substantially destroyed or damaged by fire or any other casualty, then BGC shall have the right to cancel and terminate this Agreement effective as of the date of such substantial destruction or damage by giving the City notice of its election to do so within thirty (30) days after such damage or destruction. In the event the Improvements are substantially destroyed or damaged by casualty and BGC does not timely elect to cancel and terminate this Agreement, or in the event the destruction or damage is less than substantial, BGC shall then repair such damage and restore the Improvements with all reasonable diligence to substantially its condition immediately prior to the happening of such event. The insurance proceeds shall be applied to such repair and restoration and/or the demolition and removal of the fire damaged property and replacing the ground site to its original condition. In the event BGC does not restore the Improvements within eighteen (18) months from the date of the substantial damage or destruction, then the City may terminate this Agreement by written notice to BGC. As used herein, "substantially destroyed or damaged" shall mean such destruction as will require the expenditure to rebuild, repair or replace the damaged Improvements of a sum exceeding fifty percent (50%) of the building's value immediately prior to the casualty.

11. Insurance. BGC shall, at all times during the Term, at BGC's expense, keep the Improvements insured against loss or damage by fire and extended coverage hazards at full insurable value with loss payable to BGC. BGC shall pay the premiums when due and shall comply with the co-insurance provisions, if any. BGC shall also, at all times during the Term, at BGC's expense, keep in full

force and effect a policy of public liability and property damage insurance with respect to the Premises, Improvements, and all operations thereon, with limits of liability coverage of not less than One Million Dollars (\$1,000,000) for injury of or death to any one person, and One Million Dollars (\$1,000,000) for injury or death in any one occurrence (to any number of persons), and property damage liability insurance with limits of liability coverage of not less than Five Hundred Thousand Dollars (\$500,000). The policies shall name BGC and the City as co-insureds. BGC shall with respect to any insurance coverage required in this Agreement, furnish the City with certificates of insurance showing such compliance and stating that the City will be notified in writing thirty (30) days prior to cancellation, change or non-renewal of insurance.

12. Waiver of Subrogation. If possible, both parties wish to eliminate the right of either party to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which either party may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that each party hereby expressly waives every claim which arises or may arise in its favor and against the other party during the Term for any and all loss of or damage to any of its property located within or upon the Premises, which loss or damage is covered by valid and collectable fire and extended coverage insurance policies to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation of, any other waiver or release contained in this Agreement with respect to any loss of or damage to property of the parties. Each party further agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverages by reason of said waiver (and if requested, to give to the other party a certification from its insurance company to that effect).

13. Indemnification. BGC agrees to indemnify the City and to save the City harmless from and against any and all claims, losses, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against BGC, then BGC shall protect and hold the City harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by the City in connection with such claim or litigation.

14. Default and Remedies. In the event BGC fails or refuses to keep and perform any of the terms, covenants, or conditions herein required of BGC and such default is not cured within thirty (30) days after the City gives BGC written notice of such default, then BGC shall be deemed "Default" under the terms of this Agreement. Provided, however, if the Default cannot reasonably be cured within thirty (30) days, then BGC shall be deemed to have complied with such notice so long as it has commenced to comply with the notice within the period set forth in the notice and thereafter is proceeding to cure the Default with all possible diligence. Upon the occurrence of a Default, the City may declare this Agreement terminated and institute action to expel BGC from the Premises. Furthermore, the City shall be permitted any other right or remedy allowed by law to the City.

15. Surrender of Premises and Payment of Compensation. At the expiration or any termination of this Agreement, BGC shall surrender the Premises to the City in a clean and neat appearance and in the same condition as at the commencement of the Term, reasonable wear and tear excepted. Except for a Default by BGC, upon the termination of this Agreement by the City, the City shall compensate BGC for the then current fair market value of the Improvements as determined by third party independent appraisal. The City and BGC shall agree on the independent appraiser that will perform said appraisal and each party shall pay for one-half of the cost of said appraisal. In the event BGC elects not to renew the Term of this Agreement at any time pursuant to Section 3 above, then the City shall reimburse BGC for the cost of the Improvements in an amount equal to the depreciated value of

Premises. No subsequent change or addition to this Agreement shall be binding upon the City or BGC unless reduced to writing and signed by them.

22. Waiver. The waiver by the City or BGC of the breach of any term or covenant herein shall be limited to the specific instance and shall not be deemed a waiver of the term or covenant. The acceptance of rent by the City shall not be deemed a waiver of any preceding breach by BGC of any covenant herein, other than the failure of BGC to pay the rent so accepted. No term or covenant of this Agreement shall be waived by the City or BGC, unless the waiver is in writing.

23. Partial Invalidity. If any provision of this Agreement or any specific application shall be invalid or unenforceable, the remainder of this Agreement, or the application of the provision in other circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Force Majeure. Neither party shall be held responsible for delays in the performance of its nonmonetary obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party.

25. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.

26. Recording of Memorandum. Neither the City nor BGC shall record this Agreement without the written consent of the other party. However, upon the written request by either party hereto, the parties shall join in the execution of a memorandum of agreement for the purposes of recordation.

The undersigned have agreed to the terms and conditions of this Agreement as of the Effective Date.

CITY OF STEVENS POINT

BOYS & GIRLS CLUB OF
PORTAGE COUNTY, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

OCCUPANCY AGREEMENT

This Occupancy Agreement (this "Agreement") is made and entered into as of the ___ day of _____, 2013, by and between the **City of Stevens Point**, a Wisconsin body politic (the "City") and **Boys & Girls Club of Portage County, Inc.**, a Wisconsin nonstock corporation ("BGC").

RECITALS

A. The City recently acquired the building formerly known as the Mid-State Technical College located at _____, Stevens Point, Wisconsin (the "Building") and the City is currently conducting a space needs analysis for its potential use of the Building.

B. Until such time as the City has determined what portion of the Building it will occupy, if any, BGC has requested, and the City has agreed, to allow BGC to occupy a portion of the Building, subject to the terms and conditions contained herein.

TERMS AND CONDITIONS

1. Premises. The City, for and in consideration of the covenants and agreements herein contained, does hereby permit BGC to occupy that portion of the Building as described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

2. Term and Termination. BGC shall be permitted to occupy said Premises commencing on _____ and continuing until terminated as provided herein (the "Term"). Following the completion of its space needs analysis, in the event the City determines that it requires additional space within the Building, the City may terminate this Agreement at any time with respect to all or a portion of the Premises by providing BGC with one hundred eighty (180) days prior written notice of such termination.

3. Use. BGC shall use the Premises solely for the purpose of conducting thereon a Boys & Girls Club and for no other use, except with the City's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. BGC shall implement youth development and guidance programming consistent with its mission and as otherwise deemed necessary by BGC in its sole discretion.

4. Occupancy Payments and Utilities. BGC shall pay to the City an occupancy fee in the amount of One Dollar (\$1.00), and such payment shall be made on or before December 31st of each year during the Term. The City may, in its discretion, separately meter all electric, natural gas, water and sanitary sewer utility charges and all other utilities serving the Premises. If said utilities are separately metered to the Premises, the parties shall each pay one-half of the costs associated with separately metering said utilities and BGC shall be solely responsible for maintaining such utility accounts and all payments for such utility services to the Premises. In the event said utilities are not separately metered to the Premises, BGC shall pay to the City its proportionate share of said utilities in an amount equal to the percentage interest of the square footage of the Premises as it compares to the total square footage of the Building. Such sum shall be paid by BGC to the City within thirty (30) days following receipt of a notice from the City providing BGC with a statement of its proportionate share of the total utility costs.. The City shall not be liable to BGC for any interruption in the aforesaid utility services.

5. Maintenance and Repairs. Except as provided herein, the City shall, at its sole cost and expense, keep, maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or non-structural) in good condition and repair and compliant with all building codes and safety standards. Provided however, the City shall have no obligation to repair any damage caused by BGC, its employees or members, reasonable wear and tear excepted. Notwithstanding the foregoing, BGC shall, at its sole cost and expense, keep and maintain the interior of the Premises in good operating condition during the Term, provided any one-time maintenance or repair charge does not exceed the sum of \$500.00. In the event any one-time maintenance or repair charge related to the interior of the Premises exceeds the sum of \$500.00 but is less than \$1000, then BGC and the City shall each pay for one-half of the cost of said one-time maintenance or repair charge. In the event any one-time maintenance or repair charge exceeds the sum of \$1000, then the City shall be solely responsible for the cost of said one-time maintenance or repair charge. BGC shall take commercially reasonable action to make any necessary repairs for which it is solely responsible hereunder as soon as possible so as to prevent further deterioration of the Premises and Building. BGC has examined the Premises and accepts the Premises "As Is." No representation or warranty, express or implied, has been made by or on behalf of the City as to the condition of the Premises.

6. Fixtures, Equipment and Signs. BGC may, subject to zoning and signage ordinances, at its own expense and with prior written consent from the City (which shall not be unreasonably withheld, conditioned, or delayed), furnish and install such fixtures, equipment and signs advertising its programming and operations in and on the Premises as may be necessary or desirable for BGC's programming and operations. Any fixtures, equipment and signs installed and paid for by BGC shall be removed by BGC upon the termination of this Agreement. Upon removal of such fixtures, equipment and signs, BGC shall restore the Premises to its condition at the beginning of the term, reasonable wear and tear excepted.

7. Alterations. BGC may not make alterations or improvements to the Premises without first obtaining the City's written consent and such consent shall not be unreasonably withheld, conditioned or delayed. Any permitted alterations or improvements shall be in strict compliance with all applicable governmental laws, ordinances, codes, rules and regulations, and in compliance with recorded easements or covenants affecting the Premises. Further, such alterations or improvements shall be completed in a good and workmanlike manner with reasonable promptness. Before any work is commenced, BGC shall furnish the City with proof of worker's compensation and public liability insurance coverage and shall procure such necessary permits, approvals and certificates in connection with the changes as may be required by the appropriate governmental agencies. BGC agrees to hold the City free and harmless from any and all liens that might attach to the Premises on account of labor performed or material furnished to the Premises, and agrees to pay or discharge any such liens within thirty (30) days.

8. Insurance. BGC shall, at all times during the Term, at BGC's expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises with limits of liability coverage of not less than One Million Dollars (\$1,000,000) for injury of or death to any one person, and One Million Dollars (\$1,000,000) for injury or death in any one occurrence (to any number of persons), and property damage liability insurance with limits of liability coverage of not less than Five Hundred Thousand Dollars (\$500,000). The policies shall name BGC and the City as co-insureds. BGC shall with respect to any insurance coverage required in this Agreement, furnish the City with certificates of insurance showing such compliance and stating that the City will be notified in writing thirty (30) days prior to cancellation, change or non-renewal of insurance. BGC shall be solely responsible for maintaining workers' compensation insurance and any other kind of insurance to cover loss of its personal property located on the Premises.

9. Waiver of Subrogation. If possible, both parties wish to eliminate the right of either party to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which either party may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that each party hereby expressly waives every claim which arises or may arise in its favor and against the other party during the Term for any and all loss of or damage to any of its property located within or upon the Premises, which loss or damage is covered by valid and collectable fire and extended coverage insurance policies to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation of, any other waiver or release contained in this Agreement with respect to any loss of or damage to property of the parties. Each party further agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverages by reason of said waiver (and if requested, to give to the other party a certification from its insurance company to that effect).

10. Indemnification. BGC agrees to indemnify the City and to save the City harmless from and against any and all claims, losses, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against BGC, then BGC shall protect and hold the City harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by the City in connection with such claim or litigation.

11. Default and Remedies. In the event BGC fails or refuses to keep and perform any of the terms, covenants, or conditions herein required of BGC and such default is not cured within thirty (30) days after the City gives BGC written notice of such default, then BGC shall be deemed "Default" under the terms of this Agreement. Provided, however, if the Default cannot reasonably be cured within thirty (30) days, then BGC shall be deemed to have complied with such notice so long as it has commenced to comply with the notice within the period set forth in the notice and thereafter is proceeding to cure the Default with all possible diligence. Upon the occurrence of a Default, the City may declare this Agreement terminated and institute action to expel BGC from the Premises. Furthermore, the City shall be permitted any other right or remedy allowed by law to the City.

12. Surrender of Premises. At the expiration or any termination of this Agreement, BGC shall surrender the Premises to the City in a clean and neat appearance and in the same condition as at the commencement of the Term, reasonable wear and tear excepted.

13. Quiet Enjoyment and Right of Entry. The City covenants and agrees with BGC that upon BGC performing the covenants and agreement herein contain, it shall at all times during the Term peaceably and quietly have, hold and enjoy the Premises. Provided however, the City, its agents, employees and representative shall have the right to enter in or upon the Premises at any and all reasonable times with reasonable advance notice to BGC.

14. Assignment and Subletting. BGC shall not assign or transfer this Agreement, and shall not sublease all or a portion of the Premises without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

15. Notice. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be given by personal delivery or mailed to the address designated below, or such other address as they may designate in writing, mailed by registered or certified mail, return receipt requested, with postage prepaid. Notices shall be deemed effective when personally delivered or when deposited in the United States mail in the manner described above.

If to the City: City of Stevens Point
Attn: Mayor
1515 Strongs Avenue
Stevens Point, WI 54481

If to BGC: Boys & Girls Club of Portage County, Inc.
Attn: Executive Director
1007 Ellis Street
Stevens Point, WI 54481

16. Entire Agreement. This Agreement shall be governed by and construed in accordance with 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 successors and permitted assigns. This Agreement sets forth all of the covenants, conditions and understandings between the City and BGC concerning the Premises. No subsequent change or addition to this Agreement shall be binding upon the City or BGC unless reduced to writing and signed by them.

17. Waiver. The waiver by the City or BGC of the breach of any term or covenant herein shall be limited to the specific instance and shall not be deemed a waiver of the term or covenant. The acceptance of rent by the City shall not be deemed a waiver of any preceding breach by BGC of any covenant herein, other than the failure of BGC to pay the rent so accepted. No term or covenant of this Agreement shall be waived by the City or BGC, unless the waiver is in writing.

18. Partial Invalidity. If any provision of this Agreement or any specific application shall be invalid or unenforceable, the remainder of this Agreement, or the application of the provision in other circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Force Majeure. Neither party shall be held responsible for delays in the performance of its nonmonetary obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.

(Signature Page Attached)

The undersigned have agreed to the terms and conditions of this Agreement as of the Effective Date.

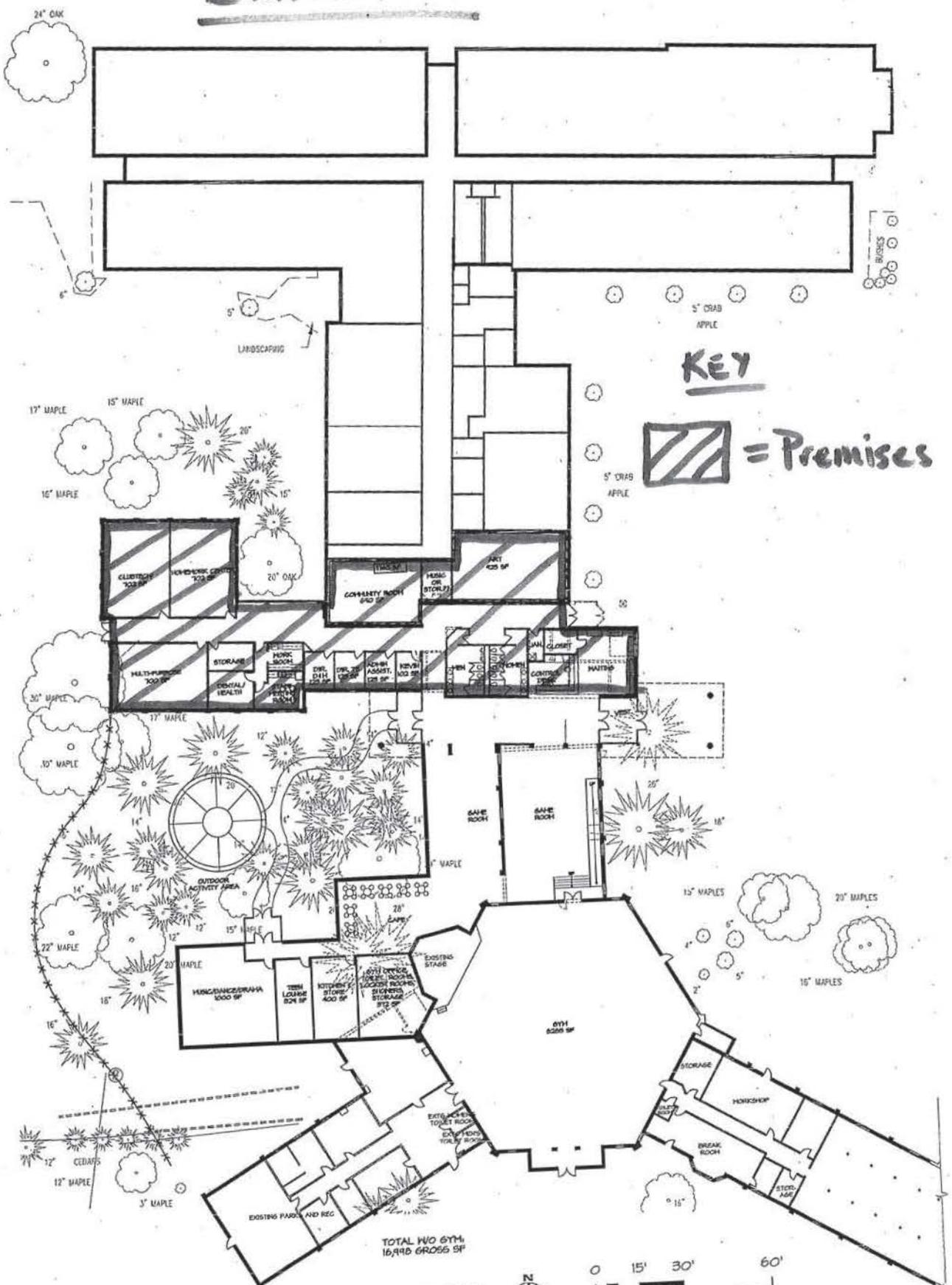
CITY OF STEVENS POINT

By: _____
Name: _____
Title: _____

BOYS & GIRLS CLUB OF
PORTAGE COUNTY, INC.

By: _____
Name: _____
Title: _____

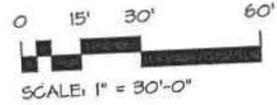
EXHIBIT A



KEY

 = Premises

PRELIMINARY SITE / FLOOR PLAN
OPTION 4 REVISED



BOYS AND GIRLS CLUB
PORTAGE COUNTY
STEVENS POINT, WI
REVISED FEBRUARY 5, 2013

