

AGENDA
CITY PLAN COMMISSION

Monday, November 4, 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 October 7, 2013 Plan Commission meeting.
2. Request from Mark Rettler for a conditional use permit amendment to construct an approximate 4,320 square foot airplane hangar at the **City of Stevens Point Municipal Airport, 4401-4501 Highway 66 (Parcel ID 2408-23-2300-01)**, along with waiving the parking requirements.
3. Review and recommendation on subleasing the property located at **1101 Centerpoint Drive (Parcel ID 2408-32-2029-61)** and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66) from the Community Development Authority of the City of Stevens Point to Great Lakes Education Loan Services, Inc.
4. Amending Chapter 23 (Zoning Code) of the Revised Municipal Code to adjust parking standards (Section 23.01(14)).
5. Adjourn.

PUBLISH: November 1, 2013 and November 8, 2013

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Common Council of the City of Stevens Point, Portage County, Wisconsin, will hold a Public Hearing on Monday, November 18, 2013 at 7:00 PM in the Council Chambers of the County-City Building, 1516 Church Street, Stevens Point, Wisconsin, to hear the following:

1. Request from Mark Rettler for a conditional use permit amendment to construct an approximate 4,320 square foot airplane hangar at the City of Stevens Point Municipal Airport, 4401-4501 Highway 66 (Parcel ID 2408-23-2300-01). This property being zoned "R-2" Single Family Residence District, and described as Part of the SW-SE, SE-SW, SW-SW of Section 14, being all of the NE-SE, SE-SE and part of the SW-NE, SE-NE, NW-SE, SE-SW, SW-SE of Section 22, being all of the SW-NW, NW-SW, SW-SW, SE-SW and part of the NW-NE, NE-NW, NW-NW, SE-NW, SW-SE of Section 23, being all of the NW-NW, NE-NW and part of the NW-NE, SW-NW, of Section 26, being all of the NW-NE, NE-NE and part of the NE-NW, SE-NW, SW-NE, SE-NE of section 27, T24N, R8E, of City of Stevens Point, and part of the SE-NW of Section 27, T24N, R8E, Town of Hull, Portage County, Wisconsin.
2. Amendment of the Revised Municipal Code of the City of Stevens Point, Chapter 23 Zoning, to amend the parking and loading standards (Section 23.01(14) and Section 23.01(15)) and related definitions (Section 23.04).

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.

All interested parties are invited to attend.

BY ORDER OF THE COMMON COUNCIL
OF THE CITY OF STEVENS POINT, WISCONSIN

John Moe, City Clerk

REPORT OF CITY PLAN COMMISSION

October 7, 2013 – 6:00 PM
Lincoln Center – 1519 Water Street

PRESENT: Mayor Andrew Halverson, Alderperson Jerry Moore, Commissioner Tony Patton, Commissioner Anna Haines, Commissioner Garry Curless, and Commissioner Dave Cooper.

ALSO PRESENT: Community Development Director Michael Ostrowski, Economic Development Specialist Kyle Kearns, Alderperson Suomi, Alderperson Mary Stroik, Alderperson Phillips, City Attorney Beveridge, Comptroller Treasurer Ladick, Brandi Makuski, Dave Ladick, Cherrie Marti, Ross Rettler, Rick Zahn, Brian Prunty, Charlie Zanayed, Jim Lundberg, Peter Tutsin, Peter Tofson, and Rick Bierman.

 INDEX:

1. Report of the September 3, 2013 Plan Commission meeting.
2. Request from Ministry Saint Michael's Hospital for a conditional use permit to construct a 15,000 square foot addition and associated equipment within the required setback at **900 Illinois Avenue (Parcel ID 2408-33-2003-15)**.
3. Request from Richard Bierman, representing the property owner, for a sign variance to construct two freestanding signs which exceed the height requirements at **3700 Northpoint Drive (Parcel ID 2408-27-2001-05)**.
4. Request from American Trucking Group for a variance from parking and landscape standards at **3016 Krembs Avenue (Parcel ID 2308-02-2301-16)**.
5. Request from CoVantage Credit Union for site plan review approval within the B-5 Highway Commercial District at the northwest corner of U.S. Highway 10 and Badger Avenue (**Parcel ID 2408-36-2200-15 & 2408-36-2200-16**).
6. Acceptance of donated land from Albert Feltz to the City of Stevens Point to be designated as parkland located **east of Parkway Drive on McDill Pond (Portion of Parcel ID 2308-03-2001-28)**.
7. Adjourn.

-
1. Report of the September 3, 2013 Plan Commission meeting.

Motion by Commissioner Cooper to approve the report of the September 3, 2013 meeting; seconded by Alderperson Moore. Motion carried 6-0.

2. Request from Ministry Saint Michael's Hospital for a conditional use permit to construct a 15,000 square foot addition and associated equipment within the required setback at **900 Illinois Avenue (Parcel ID 2408-33-2003-15)**.

Peter Tofson of Flad Architects stated the project entails the renovation and expansion of the existing hospital. The project includes the emergency department, surgery department, and ambulatory surgery department, and other areas within Saint Michael's Hospital. The addition will be from the parking structure to the existing hospital, which will include a new emergency department, expanding its capabilities of the hospital. The 15,000 square foot addition will be in the existing alleyway and will also include a corridor along the Illinois Avenue side. The proposed corridor will allow easier access to departments on the first floor, rather than traveling through a department to get to others. Furthermore, the public corridor on the outside of the building will be constructed of aesthetically pleasing materials and provide a second entrance on the

southeast corner as an afterhours emergency department entrance. Lastly, the hospital's north side design will tie in with the proposed addition, making it one consistent flow.

Commissioner Haines asked if the addition would be built into the setback, to which Director Ostrowski stated correct; this is before the Plan Commission, as hospitals are a conditional use in the R-5 Multi-Family District. In addition, the Common Council can approve a reduced setback, up to the property line for hospitals.

Commissioner Patton asked if there would be a loss of parking, to which Director Ostrowski stated yes, 14 spots, but parking for a hospital is based on the number of patient beds, not the square footage.

Motion by Mayor Halverson to approve the request from Ministry Saint Michael's Hospital for a conditional use permit to construct a 15,000 square foot addition and associated equipment within the required setback area at 900 Illinois Avenue (Parcel ID 2408-33-2003-15) with the following conditions:

- **All applicable building permits shall be obtained.**
- **New signage shall meet the requirements outlined within Chapter 25: Sign Code.**
- **Security or other staff shall be on hand at all times to make sure that the ambulance exit (onto Illinois) is not blocked.**
- **Landscaping shall not impede onto the sidewalks or obstruct vision of vehicles using ingress and egress on the property.**
- **Proper signage shall be placed identifying the ambulance garage and parking constraints in front of the doors.**
- **Mechanical equipment or refuse storage shall be fully screened with continuous landscaping or opaque fencing.**
- **A stormwater management plan shall be submitted to the Water Department for their review.**

seconded by Commissioner Patton. Motion carried 6-0.

3. Request from Richard Bierman, representing the property owner, for a sign variance to construct two freestanding signs which exceed the height requirements at **3700 Northpoint Drive (Parcel ID 2408-27-2001-05)**.

Director Ostrowski stated the request is for two variances, the first being the relocation of the 20 foot existing sign from the current Honda dealership as well as an additional 60 foot tall freestanding sign. He explained our ordinance and the property would allow for one free standing sign at a maximum height of 20 feet, or two free standing signs with maximum heights of 16 feet and not more than 100 square feet in area. Director Ostrowski stated there is not a unique characteristic to this property that would warrant a variance with the increase in height of either sign, but understands the desire for the interstate exposure. Furthermore, he stated his concern regarding other sign variances that have been denied in similar locations and were required to stay at 20 feet or less.

Commissioner Patton asked for clarification as to which sign Director Ostrowski was discussing. Director Ostrowski explained if they would only relocate the existing sign, they would be allowed to have it at 20 feet in height; the second proposed 60 foot sign would exceed the ordinance requirements and would probably be one of the tallest signs in the city. Commissioner Patton then asked what size the current Honda sign is, to which Director Ostrowski stated 20 feet.

Commissioner Curless asked if the 60 foot sign would be lit, to which Director Ostrowski stated yes. He then pointed out the sign could be moved further back, and questioned if the Jehovah Witness building would be

affected. Director Ostrowski stated the sign would be closest to them, but does not think there is an issue with affecting adjacent properties. However, the concern is the consistency throughout the city.

Mayor Halverson pointed out that the request to maximize interstate exposure is realistic and feels the business will be assessed based on the interstate's affect on the property, but the property then does not have the ability to maximize the visibility unless a request like this is considered. He continued stating the neighboring trees inhibit the view, which are not on the property and is an effect of a different property which creates a unique characteristic.

Commissioner Patton stated he takes into consideration the signs location on a corner, adjacency to homes, and visibility to homes in the area which are minimal, as well as, the sign's surroundings in this case being the DOT owned trees at 60 feet in height.

Motion by Commissioner Patton to approve the request from Richard Biermen for a sign variance to construct two free standing signs which exceed the height requirements at 3700 Northpoint Drive (Parcel ID 2408-27-2001-05); seconded by Mayor Halverson.

Richard Bierman, the representative for Honda, stated the variance request is to relocate the existing sign and the other taller sign to be located prior to the interchange, which is hidden by trees.

Director Ostrowski asked if a condition could be included to the motion if approved that it complies with the airport height guidelines from the FAA. Commissioner Patton stated he would include that in the motion with Mayor Halverson agreeing.

Motion by Commissioner Patton to approve the request from Richard Bierman for a sign variance to construct two free standing signs which exceed the height requirements at 3700 Northpoint Drive (Parcel ID 2408-27-2001-05) with the following condition:

- **The 60 foot free standing sign must comply with airport height guidelines.**

seconded by Mayor Halverson.

Commissioner Haines stated she feels we need to stick with our ordinance and not continue to make variances, because we have it for a reason. Furthermore, she stated there are no criteria in this request to allow the variance, and will vote no.

Mayor Halverson asked Commissioner Curless if the interstate will play into the value of the property being on the interchange, to which Commissioner Curless answered yes. Commissioner Curless continued stating the second sign, proposed along Stanley Street should comply with the 16 foot height requirement. Mayor Halverson added that is a reasonable compromise, but is ultimately a stronger uniformity with the other dealerships that have complied. Alderperson Moore agreed with Commissioner Curless that the sign on Stanley Street should be 16 feet, but understands the cost savings of moving the existing sign from across the street. Director Ostrowski pointed out that that sign is 20 feet and is compliant if there is only one sign on the property. Alderperson Moore asked what the exact motion is; Mayor Halverson stated the motion is to approve the exceptions for the request as it is presented.

Commissioner Haines stated she wished the commission could see a visual of where the 60 foot sign would be located on the north end of the property as you would be driving south on the interstate. Commissioner

Curless asked how tall the BP sign was, to which Director Ostrowski stated that sign had been removed and the only one that is close to what is proposed is the MAC sign at Scaffidi Truck Center.

Commissioner Haines wanted to warn the Plan Commission if this is allowed, every business along I-39 will want a variance for height, which we are then going to have to approve. Commissioner Curless clarified the sign would have to be on the property. Mayor Halverson stated the other Courtesy dealership on the south side of the street would have direct exposure to an interstate off ramp and direct exposure to an interstate, which is the primary concern when reviewing variance requests. He continued stating the perspective is different for the uniqueness of this, and if you look at the existing Honda site and the Scaffidi Heavy Truck, you really have no obstructions to the interstate where this site does have the thick and direct exposure that the trees present.

Commissioner Patton pointed out if you look at what would be the difference of the value with or without the sign, and how much money does that mean to the city, for a unique property with no other businesses around it, what really is the impact.

Mayor Halverson stated if 16 feet is chosen for the freestanding sign along Stanley Street, the motion needs to be amended, withdrew, or maintained as presented, approving both variances.

Commissioner Cooper stated he does not have any problems with the sign, as it looks nice, but is worried about setting precedence for variances. Mayor Halverson stated it is a legitimate concern. Furthermore, Mayor Halverson added a sub component within the sign ordinance specifically relating to businesses directly adjacent to the interstate can be made, which changes the height requirement, taking into consideration the airport and plane flight plans.

Motion tied 3-3 (Cooper, Haines, and Curless voting in the negative). No recommendation for Common Council

4. Request from American Trucking Group for a variance from parking and landscape standards at 3016 Krembs Avenue (Parcel ID 2308-02-2301-16).

Director Ostrowski stated American Trucking Group owns two pieces of property and are looking at repaving the lot and connecting the two lots. Under current ownership we consider them one zoning parcel, however, since they have two principle buildings they either need to get approval for or they can get a modification to the landscaping and setback standards. Typically, they would need a 10 foot buffer between the two properties. Furthermore, they are asking to deviate from the landscaping standards. Currently they are proposing to install a fence to screen the parking but due to the number of driveways and corners, it becomes a vision obstruction. Staff has reviewed the request and recommends additional street trees instead of fencing, two along Krembs and one along Heffron and other additional conditions outlined in the staff report.

Dave Ladick, 4517 Nicolet Avenue, explained when his company had the opportunity to purchase the Baer Beveridge building in May, which is adjacent to his property, they did so hoping to combine uses. When the buildings were constructed there was an agreement to blend the parking lots at that time and what you see on the aerial photo has been in place for almost 20 years. He explained when he originally purchased American Trucking there were only four trucks which have increased to 16. Due to the increased amount of employees, they now need to expand parking.

Motion by Commissioner Patton to approve the request from American Trucking Group for a variance from the parking and landscape standards at 3016 Krembs Avenue (Parcel ID 2308-02-2301-16) with the following conditions:

- **The applicant shall be allowed to deviate from continuous parking lot screening requirements if instead at least three additional street trees are planted. Two along Krembs and one along Heffron.**
- **A permit shall be obtained from the Community Development department for the parking lot construction.**
- **The street trees and/or landscaping, along with fencing shall not cause any vision obstructions. Clear view requirements shall be maintained.**
- **As no curb is proposed, wheel stops shall be installed where the parking lot abuts landscaping strips or grass.**
- **Stormwater and drainage requirements shall be met per City ordinance and Water Department review.**
- **If the property is ever sold in the future were it is not held under the same ownership, setbacks and landscaping standards shall be met on the north side of the property.**

seconded by Alderperson Moore. Motion carried 6-0.

5. Request from CoVantage Credit Union for site plan review approval within the B-5 Highway Commercial District at the northwest corner of U.S. Highway 10 and Badger Avenue (Parcel ID 2408-36-2200-15 & 2408-36-2200-16).

Director Ostrowski explained CoVantage Credit Union is looking to construct an approximate 6,000 square foot building on the northwest corner of U.S. Highway 10 and Badger Avenue. This falls within the B-5 Zoning district and requires Plan Commission and Common Council review of the site plan and the 1998 Intergovernmental agreement with the Town of Hull. Staff has reviewed the plan and feels this development fits well in this location with ingress/egress on Badger Avenue and an egress on Windy Drive. Staff recommends approval with conditions outlined in the staff report.

Mayor Halverson stated he was questioning the ability to stack cars, but that has been addressed. Director Ostrowski added they have moved that area back. Commissioner Patton asked which direction the front will face, to which Director Ostrowski stated toward Highway 10.

Motion by Alderperson Moore to approve the CoVantage Credit Union's site plan within the B-5 Highway Commercial District at the northwest corner of U.S. Highway 10 and Badger Avenue (Parcel ID 2408-36-2200-15 & 2408-36-2200-16) with the following conditions:

- **1 tree shall be planted for every 40 feet where continuous screening is required, and 1 per 50 feet where intermittent screening is required (between the two commercial properties).**
- **Sidewalks at least 5 feet in width shall be installed on all street sides of the development (3 total sides).**
- **The dumpster enclosure shall be constructed of similar materials of that of the principal building.**
- **All lighting shall use cut-off fixtures. Light bulbs or light lighting lenses shall not be directly visible from adjacent properties. Lighting shall not exceed 0.5 foot candles at the property line.**

- **Any building exterior which faces a public street right-of-way must be constructed of brick, precast masonry material, stucco-like material, fluted or split-face block, wood siding, or equivalent. The façade facing the right-of-way shall not be composed of metal siding or common face concrete block, except as an integral part of a design that is approved by the City Common Council.**
- **A stormwater plan shall be approved by the City's Utility Department.**

seconded by Commissioner Curless. Motion carried 6-0.

6. Acceptance of donated land from Albert Feltz to the City of Stevens Point to be designated as parkland located **east of Parkway Drive on McDill Pond (Portion of Parcel ID 2308-03-2001-28).**

Director Ostrowski explained Mr. Feltz is donating approximately 3.8 acres adjacent to the Plover River Park and the Green Circle Trail on McDill Pond. He is only asking the City pay for an independent appraisal, the current taxes on the property, as well as provide the legal work for drawing up the paperwork. Director Ostrowski also explained this area has been indicated in the Park Plan to develop as park and be preserved, therefore, staff recommends approval.

Motion by Mayor Halverson to accept the donation of land from Albert Feltz to the City of Stevens Point to be designated as parkland located west of Parkway Drive on McDill Pond (Portion of Parcel 2308-03-2001-28) with the following conditions:

- **The City would pay for an independent appraisal, all legal proceedings to transfer the land, and the current taxes on the land.**

seconded by Commissioner Cooper.

Aldersperson Moore asked if this would remain as undeveloped, to which Director Ostrowski stated it will likely remain undeveloped but maybe have some hiking trails, likely not the Green Circle. Commissioner Curless asked if this was still in the floodplain, to which Director Ostrowski stated no.

Motion carried 6-0.

7. Adjourn.

Meeting Adjourned 6:32 PM.

Administrative Staff Report

Airport Hangar

Conditional Use Amendment / Parking

4401-4501 Highway 66

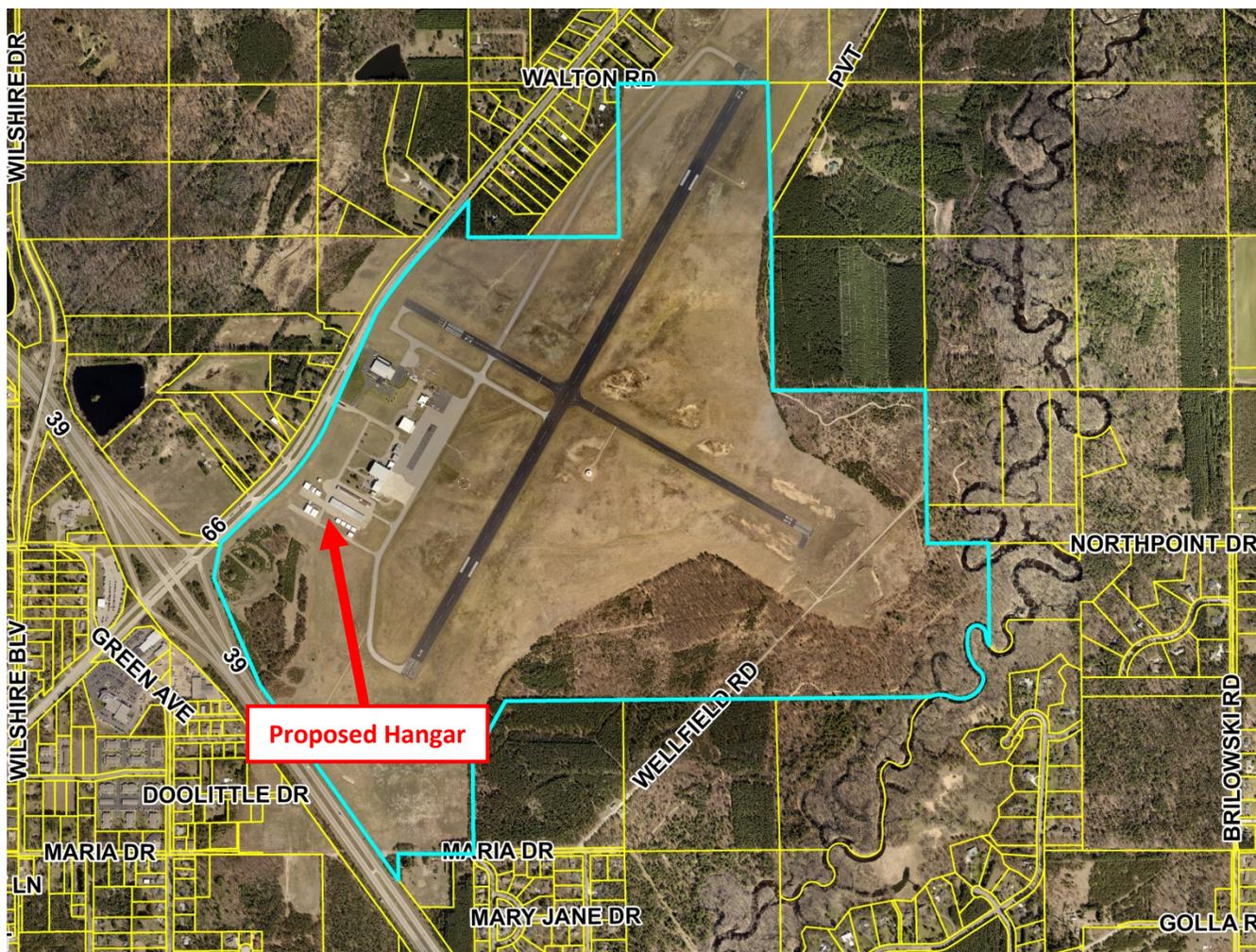
November 4, 2012



Department of Community Development

<p>Applicant(s):</p> <ul style="list-style-type: none"> • Matt Rettler <p>Staff:</p> <ul style="list-style-type: none"> • Michael Ostrowski, Director mostrowski@stevenspoint.com • Kyle Kearns, Associate Planner kkearns@stevenspoint.com <p>Parcel Number(s):</p> <ul style="list-style-type: none"> • 2408-23-2300-01 <p>Lot Information:</p> <ul style="list-style-type: none"> • Effective Frontage: 1,313 feet • Effective Depth: 790.0 feet • Square Footage: 1,037,270 • Acreage: 23.81 <p>Zone(s):</p> <ul style="list-style-type: none"> • "R-2" Single Family Residence District <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>Current Use:</p> <ul style="list-style-type: none"> • Municipal Airport <p>Applicable Regulations:</p> <ul style="list-style-type: none"> • 23.01(16), and 23.02(1)(d) 	<p>Request</p> <p>Request from Mark Rettler for a conditional use permit amendment to construct an approximate 4,320 square foot airplane hangar at the City of Stevens Point Municipal Airport, 4401-4501 Highway 66 (Parcel ID 2408-23-2300-01), along with waiving the parking requirements.</p> <p>Attachment(s)</p> <ul style="list-style-type: none"> • Exhibit Map • Application • Site Plan <p>Findings of Fact</p> <ul style="list-style-type: none"> • Municipal service and operational facilities are a conditional use within the "R-2" District. • Proposed changes to a conditional use permit require an amendment. • The use on the property will not change. • The proposed private hangar is 4,320 square feet, 60' x 72', at a height of approximately 26'. • The City's Comprehensive Plan calls for institutional or government use on the property. <p>Staff Recommendation</p> <p>Approve the conditional use permit amendment, subject to the following condition(s):</p> <ol style="list-style-type: none"> 1. All applicable building permits shall be obtained. 2. Approvals and or permits from the FAA and any other agencies shall be obtained. 3. Parking requirements shall be waived.
--	---

Vicinity Map



Background

Matt Rettler is proposing to construct a 4,320 square foot private hangar at the City of Stevens Point Municipal Airport. As the airport is a conditional use within the "R-2" Single Family Residence Zoning District, an amendment to the conditional use permit is required. The location of the private hangar has been identified above. Furthermore, specific details regarding the hangar have been identified below.

Proposed Hangar Details:

- Square feet: 4,320
- Dimensions: 72 feet x 60 feet
- Height: 26 feet
- Service doors: 2 (southwest and northeast)
- Hangar doors: 2 (southwest and northeast)

Please refer to the attached project application and elevations for more information regarding the hangar.

Standards of Review

Conditional Use Request

- 1) **The establishment, maintenance, or operation of the use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.**

Analysis: The proposed hangar will increase the airport use, while contributing to the revenue generated fuel sales, along with any lease agreement. The hangar is located near existing hangars, and therefore will not be detrimental to, or endanger the public health, safety, morals, comfort of general welfare of the neighbors.

Findings: Overall, the proposed hangar should not endanger the health, safety, morals, comfort and general welfare within the vicinity. This standard is met.

- 2) **The use will not be injurious to the use and for the purpose already permitted;**

Analysis: Several hangars exist on the site for similar uses. Again, the location of the proposed hangar is between and nearby those already in existence. Taxiing airplanes should not be affected in any way by the new hangar. Additionally, the hangar will slightly increase the frequency of use on the site which is very capable of handling the increase.

Findings: The proposed hangar should not be injurious to the uses already permitted within the area. This standard is met.

- 3) **The establishment of the use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

Analysis: Residential uses primarily surround the property. Furthermore the property's large size, along with the airport fringe lands surrounding the site will ensure that the normal and orderly development of surrounding properties is not impeded. A commercial use recently developed west of the property.

Findings: This standard is met.

- 4) **The exterior architectural appeal and functional plan of any proposed structure will not be at variance with either the exterior architectural appeal and functional plan, and scale of the structures already constructed or in the course of construction in the immediate neighborhood or in the character of the applicable district so as to result in a substantial or undue adverse effect on the neighborhood;**

Analysis: The proposed exterior materials and architecture will match that of nearby existing hangars.

Findings: The exterior architectural appeal and plan for the proposed expansion should not be at variance with structures already constructed on the site and within the vicinity. Although the design and materials do not match the surrounding neighborhood, a great amount of space and buffer exists between uses to minimize any adverse effects.



5) Adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided;

Analysis: The respective area is an established area of the City.

Findings: Utilities currently exist in the area to serve the property. This standard is met.

6) Adequate measures have been, or will be, taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

Analysis: No changes are proposed to ingress or egress to and from the site.

Findings: N/A

7) The proposed use is not contrary to the objectives of any duly adopted land use plan for the City of Stevens Point, any of its components, and/or its environs.

Analysis: The proposed use would be within the following districts:

"R-2" Single Family Residence District: This district is established to provide the population density and used primarily for single family living, which is expected to accommodate the numerous residential developments already at the density of this district, and this district would accommodate other housing not on City sewer. This district is to be located consistent with the City's Comprehensive Plan.

Findings: The use has existed as a conditional use within the district for several years. Furthermore, the request involves expanding an existing conditional use.

8) The use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission.

Analysis: Parking for airport terminal's is required however as this is a hangar, industrial warehouse requirements would apply. The Common Council may adjust the minimum number of required parking spaces on a case by case basis. The proposed hangar meets all other zoning requirements.

Findings: As parking within the private hanger can occur, and any expected parking increase is minimal, staff would recommend waiving any parking requirement. Additionally, staff would recommend that all applicable building permits be obtained, along with any necessary approvals from the FAA and any other agencies.

9) The proposal will not result in an over-concentration of high density living facilities in one area so as to result in a substantial or undue adverse effect on the neighborhood, on the school system, and the social and protective services systems of the community.

N/A

10) Principal - Applications for exclusive multifamily residential uses: The view from the street should maintain a residential character. The view should be dominated by the building and not by garages, parking, mechanical equipment, garbage containers, or other storage.

N/A

11) Access to the site shall be safe.

Analysis: Ingress and egress is not proposed to change.

Findings: This standard is met.

12) There shall be adequate utilities to serve the site.

- a. **The Public Works Director, Police Chief, and Fire Chief shall determine whether there is adequate sanitary sewer, potable water, storm drainage, street capacity, emergency access, public protection services, and other utilities to serve the proposed development. They shall review the plan to ensure safety and access for safety vehicles.**

Analysis: Adequate utilities exist at the site.

Findings: This standard is met.

13) The privacy of the neighboring development and the proposed development shall be maintained as much as practical.

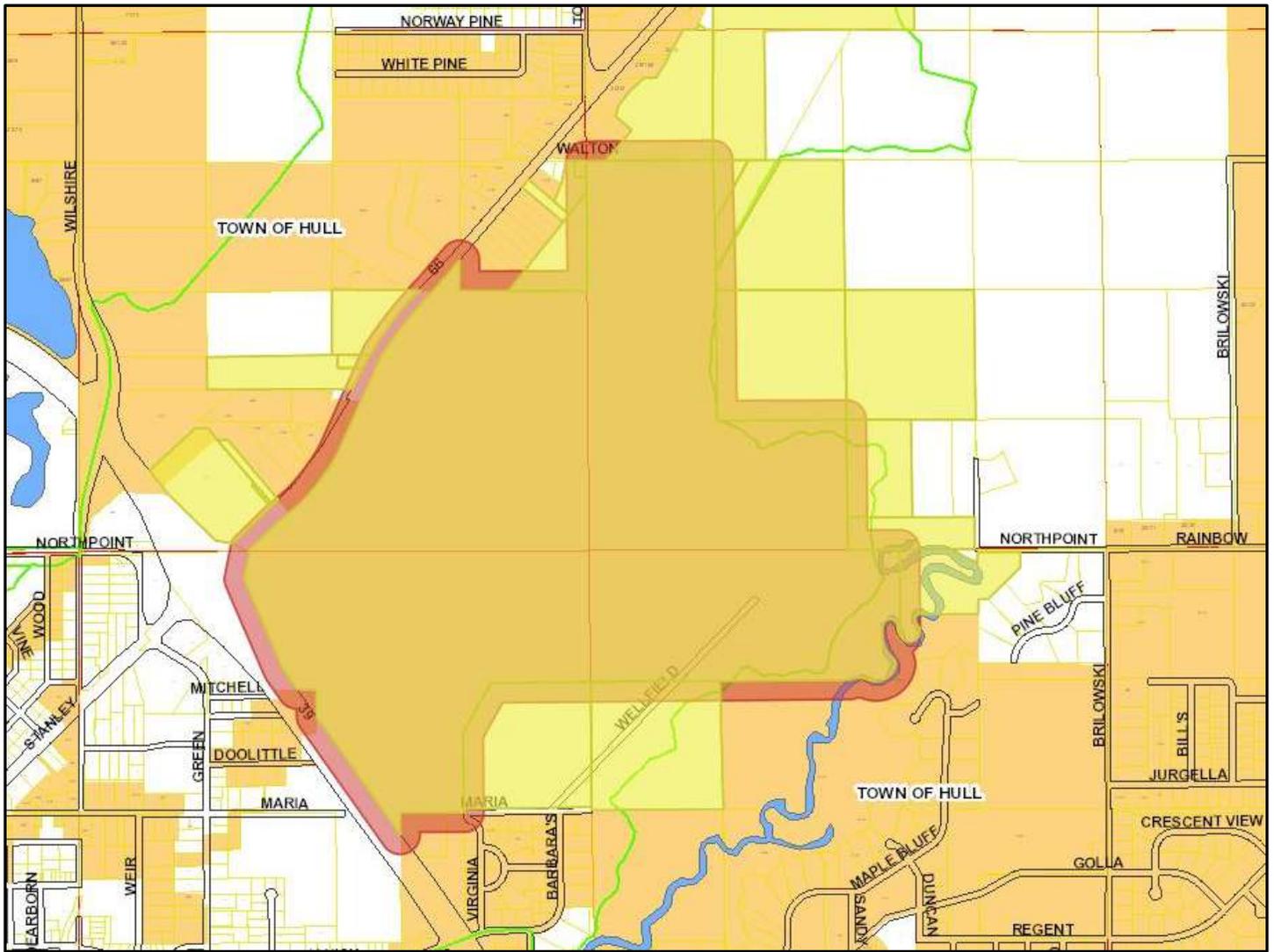
Analysis: Lighting impact on adjacent properties is assumed to be minimal, as several hundred feet exist as a buffer between neighboring properties. Noise from a small increase in airplane use should be minimal and not affect adjacent properties do to the above factor.

Findings: This standard is met.

14) Principal - Applications for exclusive multifamily residential uses. Landscaping shall be provided or existing landscape elements shall be preserved to maintain a sense of residential character, define boundaries, and to enhance the sense of enclosure and privacy.

N/A

Conditional Use Permit Amendment – Construct Airplane Hangar – 4501 Hwy 66. Exhibit Map (200 Feet Boundary)



TAX KEY	NAME	MAILING ADDRESS	CITY & STATE	ZIP	PARCEL ADDRESS
281240823200401	ISAAC WALTON LEAGUE OF PORTAGE CO	PO Box 582	Stevens Point, WI	54481	5297 HWY 66
281240823200402	CITY OF STEVENS POINT	1515 Strongs Ave	Stevens Point, WI	54481	
281240822452203	STEVENS POINT MUNICIPAL AIRPORT	1515 Strings Ave	Stevens Point, WI	54481	
281240822100515	BRADY J BUSHMAN	5133 Walton Rd	Stevens Point, WI	54482	5133 WALTON RD
281240822100514	TOBIN WAYNE BUSHMAN	1541 Brookhaven Way	Plover, WI	54467	5141 WALTON RD
281240822100503	SCHULIST J ET AL C/O BENEDICT&G SCHULIST	4951 State Highway 66	Stevens Point, WI	54482	4951 HWY 66
281240822340011	KUBOWSKI BK & CL C/O ANN MARIE KUBOWSKI	2040 N Fancher Rd	Racine, WI	53406	4500 HWY 66
281240826120002	KARL D & KAREN A ALDINGER JTREVTRS	5601 North Point Dr	Stevens Point, WI	54482	0 NORTHPOINT DR
281240822340017	MARSHFIELD CLINIC ATTN:APRIL MOORE	1000 N Oak Ave	Marshfield, WI	54449	4204 HWY 66
281240822340015	LAKE AL LLC	217 Prentice St	Stevens Point, WI	54481	0 HWY 66



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 CONDITIONAL USE PERMIT

(Pre-Application Conference Required)

ADMINISTRATIVE SUMMARY (Staff Use Only)

Application #	—	Date Submitted	10-4-13	Fee Required	250.00	Fee Paid	250.00
Associated Applications if Any	—	Assigned Case Manager	Kyle Kearns				
Pre-Application Conference Date	10/1/2013		Conditional Use Permit Request	Use <input checked="" type="checkbox"/>			

APPLICANT/CONTACT INFORMATION

APPLICANT INFORMATION		CONTACT INFORMATION (Same as Applicant? <input type="checkbox"/>)	
Applicant Name	Matt Kettler	Contact Name	Jason Draheim
Address	W14009 Fair Seasons Dr	Address	4501 Hwy 66
City, State, Zip	Coloma, WI 54930	City, State, Zip	Stevens Point, WI 54481
Telephone	715-498-2664	Telephone	715-345-8989
Fax	N/A	Fax	
Email	mrettler11@gmail.com	Email	

OWNERSHIP INFORMATION

PROPERTY OWNER 1 INFORMATION (Same as Applicant? <input type="checkbox"/>)		PROPERTY OWNER 2 INFORMATION (if Needed)	
Owner's Name		Owner's Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		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		
Designated Future Land Use Category		Current Use of Property
Institutional / Government		Airport - Municipal
Explain the land use and the development proposed for the subject property. Include the time schedule (if any) for development. (Use additional pages if necessary)		
Build a private hangar in the designated hangar area. The construction would begin as soon as all permits and approvals are put together.		

APPLICANT & OWNER INFORMATION SHEET

Any applicant for a conditional use permit must provide the applicant's name, address, and respective ownership interest, if any, on the application. In addition, the applicant must provide, in the space provided on this form, a list of all the owners of the property and the holders of any deeds of trust, identifying which owners and holders of deeds of trust are represented by the applicant.

Application Number	Applicant's Name
	MATT RETHLER

Property Address(es)

Stevens Point Airport 4501 Hwy 66 Stevens Point, WI 54481

Applicant's Address

W14069 Four Seasons, Dr Coloma, WI 54930

NOTE: If the applicant is not the property owner, this form must be accompanied by a Power of Attorney statement from the property owner.

Indicate as accurately as possible the form of interest in the property, and the amount held by the individual or entity listed as "applicant" above.

Fee Title Owner (Has Deed of Ownership)	All	<input type="checkbox"/>
	A Portion	<input type="checkbox"/>
Contract Owner	All	<input type="checkbox"/>
	A Portion	<input type="checkbox"/>
Holder of a Security Interest	All	<input type="checkbox"/>
	A Portion	<input type="checkbox"/>

List the names and addresses of all owners and holders of Deeds of Trust for the property, if any, and indicate which owners or holders of deeds of trust are represented by the applicant in the space below (please add additional pages, if needed).

Signature of Applicant	Date Signed
	10-4-13



Rettler Hangar Location

DISCLAIMER: The City of Stevens Point Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



City of Stevens Point

1515 Strongs Ave
Stevens Point, WI 54481
(715)346-1569

SCALE: 1" = 879'

Print Date: 10/4/2013



Rettler Hangar Location

DISCLAIMER: The City of Stevens Point Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 74'



City of Stevens Point

1515 Strongs Ave
Stevens Point, WI 54481
(715)346-1569

Print Date: 10/4/2013

BUILDING SPECIFICATIONS AND GENERAL NOTES

OWNERS INFORMATION:
 NAME: MATT RETTLER
 ADDRESS: W44669 4 SEASONS DRIVE
 CITY: WISCONSIN
 STATE: WI
 ZIP: 54930

BUILDING REQUIREMENTS:
 - USE OF BUILDING: HANGAR (S-2)
 - OCCUPANCY CATEGORY: GROUP 3
 - DESIGN CODE: 2011 WISCONSIN COMMERCIAL BUILDING CODE
 - OCCUPANCY CATEGORY: 2

BUILDING DESIGN LOADS:		TRUSS DEAD LOADS	
(S)	50.0 PSF	DLTC	1.00
(C)	0.80	DLBC	4. PSE
(I)	1.00		5. PSE
(CI)	1.20		
(PI)	37.80 PSF		
(CS)	13.94		
(S)	33.44 PSF		
(L)	20.00 PSF		

- PLEASE NOTE:**
- DESIGNER LIABILITY LIMITED TO THE PREPARATION OF THE DRAWINGS WITH THE PARAMETER CONTRACTED AND ASCERTAINING TO CODE COMPLIANCE.
 - THESE DRAWINGS ARE DIAGRAMMATIC AND SHALL NOT BE SCALED. ADDITIONAL DATA SHALL BE RECEIVED FROM THE CONTRACTOR BEFORE PROCEEDING WITH ANY PORTION OF ANY WORK.
 - NO CHANGES, MODIFICATIONS, OR DEVIATIONS SHALL BE MADE FROM THESE DRAWINGS OR SPECIFICATIONS WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE ENGINEER.
 - WHERE LACK OF INFORMATION, OR ANY DISCREPANCY SHOULD APPEAR IN THE DRAWINGS OR SPECIFICATIONS, REQUEST WRITTEN INTERPRETATION FROM THE ENGINEER BEFORE PROCEEDING WITH THAT PORTION OF THE WORK.
 - SOIL CLASSIFICATION #4 (FIRM) BASED ON ASABE EP486.1 (CLASS OF MATERIAL: SW, SP, SM, SC, GM AND GC)
 - SOIL BEARING VALUE ASSUMED AT 1500 PSF. ALL FOOTINGS AND SLAB TO BEAR ON UNDISTURBED INORGANIC SOIL OR SOIL COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
 - CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-08 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
 - ALL WOOD CONSTRUCTION SHALL BE OF MATERIALS SHOWN AND WORKMANSHIP SHALL BE IN ACCORDANCE TO THE NATIONAL FOREST PRODUCTS ASSOCIATION SPECIFICATIONS FOR WOOD CONSTRUCTION.
 - ALL LUMBER IN CONTACT WITH CONCRETE ABOVE GRADE SHALL BE TREATED IN ACCORDANCE TO AWPA U1-10 UC3B OR BETTER REQUIREMENTS.
 - ALL LUMBER BELOW GRADE SHALL BE TREATED IN ACCORDANCE TO AWPA U1-10 UC4B OR BETTER REQUIREMENTS.
 - ALL SIDEWALL COLUMNS ARE 3-PLY 2x8 2400F MSR SYP LAMINATED COLUMNS, RIVET CLINCHED, WITH STEEL REINFORCED JOINTS UNLESS SPECIFIED OTHERWISE.
 - ALL ENDWALL COLUMNS ARE 3-PLY 2x8 2400F MSR SYP LAMINATED COLUMNS, RIVET CLINCHED, WITH STEEL REINFORCED JOINTS UNLESS SPECIFIED OTHERWISE.
 - DESIGNED IN ACCORDANCE TO 2011 WISCONSIN COMMERCIAL BUILDING CODE THAT IS APPROVED BY THE STATE OF WISCONSIN.
 - THIRD PARTY INSPECTED
 - PREMIUM PRO-RIB STEEL PANEL
 - .0157" MINIMUM THICKNESS BEFORE PAINTING
 - G100 GALVANIZED COATING PLUS ZINC PHOSPHATE LIMITED LIFETIME PAINT WARRANTY
 - STRUCTURAL STRENGTH ASTM-A653 GRADE 80 (FULL HARD STEEL) (82000) PSI MINIMUM TENSILE STRENGTH
 - COLOR MATCHED STEEL TRIMS
 - CERAM-A-STAR 1050 PAINT SYSTEM
 - GALVANIZED TREADDED HARDENED STEEL RINGSHANK NAILS.
 - COLOR MATCHED GALVANIZED WOODGRIP SCREWS, #9 DIAMETER, 1/4" HEX HEAD.
 - ALL GRADES TO SLOPE AWAY FROM BUILDING AT A MIN. 2% GRADE FOR PROPER DRAINAGE.
 - TEMPORARY BRACING DURING CONSTRUCTION SHALL BE CONTRACTORS RESPONSIBILITY. REFER TO THE BCSI-BI AND/OR ETO SUMMARY SHEET FOR THE TRUSS BRACING, RESTRAINING AND BRACING OF TRUSSES, BY THE TRUSS PLATE INSTITUTE (TPI) AND THE WOOD TRUSS COUNCIL OF AMERICA (WTCA).
 - HEATING, VENTING, AND AIR CONDITIONING REQUIREMENTS WERE NOT ADDRESSED IN THE DRAWING AND SHOULD BE APPROVED BY LOCAL OFFICIALS.
 - PLUMBING REQUIREMENTS WERE NOT ADDRESSED IN THE DRAWING AND SHOULD BE INSTALLED IN ACCORDANCE WITH REQUIRED BUILDING CODES.
 - ELECTRICAL REQUIREMENTS WERE NOT ADDRESSED IN THE DRAWING AND SHOULD BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ANY LOCAL CODES.
 - EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES TO ENSURE CONTINUED ILLUMINATION FOR A DURATION OF NOT LESS THAN 90 MINUTES IN THE EVENT OF A POWER LOSS. THE EXIT SIGNS SHALL BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM PROVIDED FROM STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH THE ICC ELECTRICAL CODE.
 - SHALL COMPLY WITH ICC/ANSI A117.1 CHAPTER 5.
 - SHALL COMPLY WITH ICC/ANSI A117.1 CHAPTER 4.
 - SHALL COMPLY WITH ICC/ANSI A117.1 CHAPTER 3 SECTION 309. HANDLES, PULLS, LATCHES, AND OTHER OPERATING DEVICES ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST. DESIGNERS WHEN SLIDING DOORS ARE FULLY OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. HARDWARE REQUIRED FOR ACCESSIBLE DOOR PASSAGE SHALL BE MOUNTED NO HIGHER THAN 48" (1220 MM) ABOVE FINISHED FLOOR THE THRESHOLD OF SERVICE DOORS MAY NOT EXCEED 1/2" ON EITHER SIDE OF THE DOOR.
 - SHALL BE INSTALLED, PROVIDED, AND MAINTAINED AS SPECIFIED IN NFPA NO. 10 (BY OTHERS).

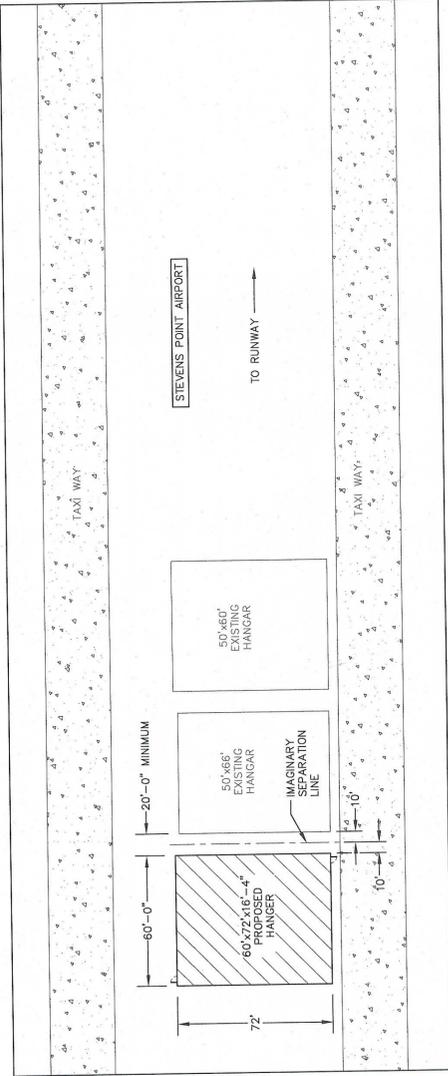
RESUBMITTED
 2/19/2012
 11-2-2012

M. Murray
 PROFESSIONAL ENGINEER
 WISCONSIN
 E-37380
 BAU CLAIRE
 11-2-2012

SHEET #	SHEET DESCRIPTION
1 OF 11	GENERAL NOTES AND SITE PLAN
2 OF 11	ELEVATIONS
3 OF 11	FLOOR PLAN, COLUMN & FOOTING SCHEDULE
4 OF 11	ROOF FRAMING PLAN
5 OF 11	WALL SECTION AND SECTION DETAILS
6 OF 11	TRUSS DETAIL AND MISCELLANEOUS DETAILS
7 OF 11	ENDWALL FRAMING
8 OF 11	ENDWALL SECTIONS
9 OF 11	TRUSS LAYOUTS
10 OF 11	FRAMING DETAILS AND STEEL DETAILS
11 OF 11	STEEL LAYOUTS

RETTLER HANGAR

STEVENS POINT, WI



SITE PLAN
 SCALE: 1"=40'

BUILDING INFORMATION:
 NAME: RETTLER HANGAR
 ADDRESS: 4501 HWY. 66
 CITY: STEVENS POINT
 STATE: WI
 ZIP: 54482
 COUNTY: PORTAGE

- NOTE:** ALL GRADES SLOPE AWAY FROM THE BUILDING @ A MIN. 2% SLOPE.
- NOTE:** OWNER SHALL PROVIDE AN ALL WEATHER HARD SURFACE AREA 30 FEET OR MORE IN WIDTH EXTENDING AT LEAST 50% OF THE LENGTH OF ONE SIDE OF THE PROPOSED STRUCTURE AND MUST BE ACCESSIBLE TO FIRE FIGHTING EQUIPMENT.
- NOTE:** PARKING LOT REQUIRES HANDICAP ACCESSIBLE PARKING STALLS. (ANSI 502) FOR NUMBER OF STALLS REQUIRED, SEE WISCONSIN CODE SECTION 1106
- NOTE:** OWNER SHALL VERIFY ALL SETBACKS AND/OR PARKING AND ACCESS DRIVE SURFACE. THE OWNER/CONTRACTOR SHALL SUBMIT A WATER RESOURCES APPLICATION FOR PROJECT PERMITS (WRAPP) AS PER NR 216.
- NOTE:** OWNER SHALL PROVIDE DESIGNATED SPACE WITHIN OR ADJACENT TO STRUCTURE FOR THE COLLECTION OF RECYCLABLE MATERIALS AS PER SECTION COMM 62.0400(2)
- NOTE:** OWNER/CONTRACTOR SHALL VERIFY ALL SETBACKS WITH LOCAL BUILDING OFFICIAL AT TIME OF CONSTRUCTION.

REVISIONS		
NO.	DATE	DESCRIPTION
1	1-1-12	REVISED SITE PLAN
2		
3		
4		

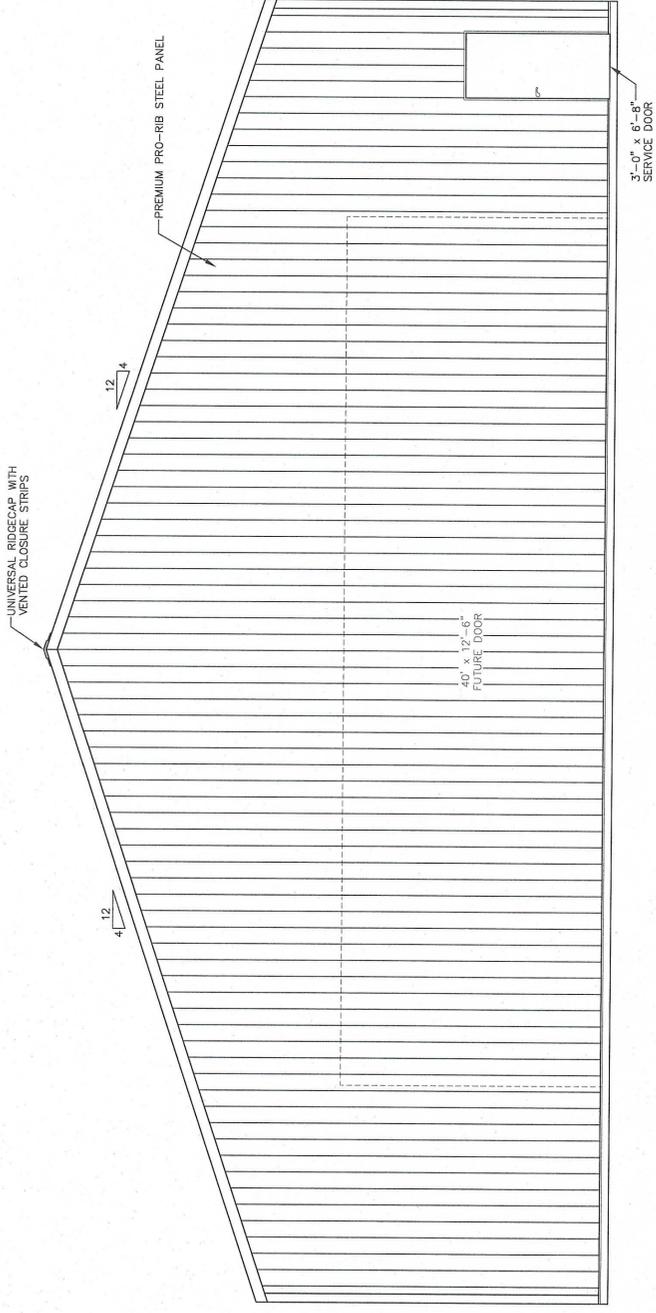
PROFESSIONAL ENGINEER: FILE NAME: H31512 W101
 BY: JEFF MURRAY
 PLAN DESIGNER: AA
 DATE: 10-2-12
 DRAWN BY: LOUISE EWALD
 SCALE: AS NOTED
 AL ANDERSEN

PROJECT TITLE: RETTLER HANGAR
 STEVENS POINT, WI

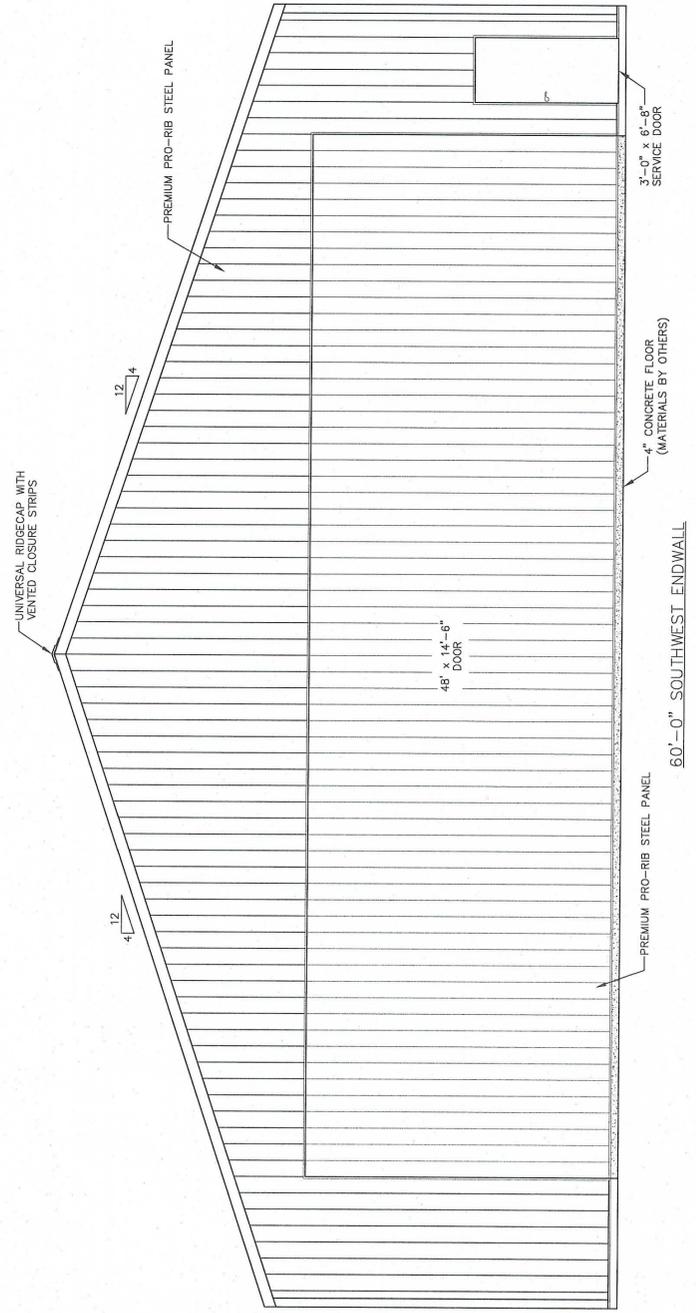
SHEET TITLE: GENERAL NOTES AND SITE PLAN



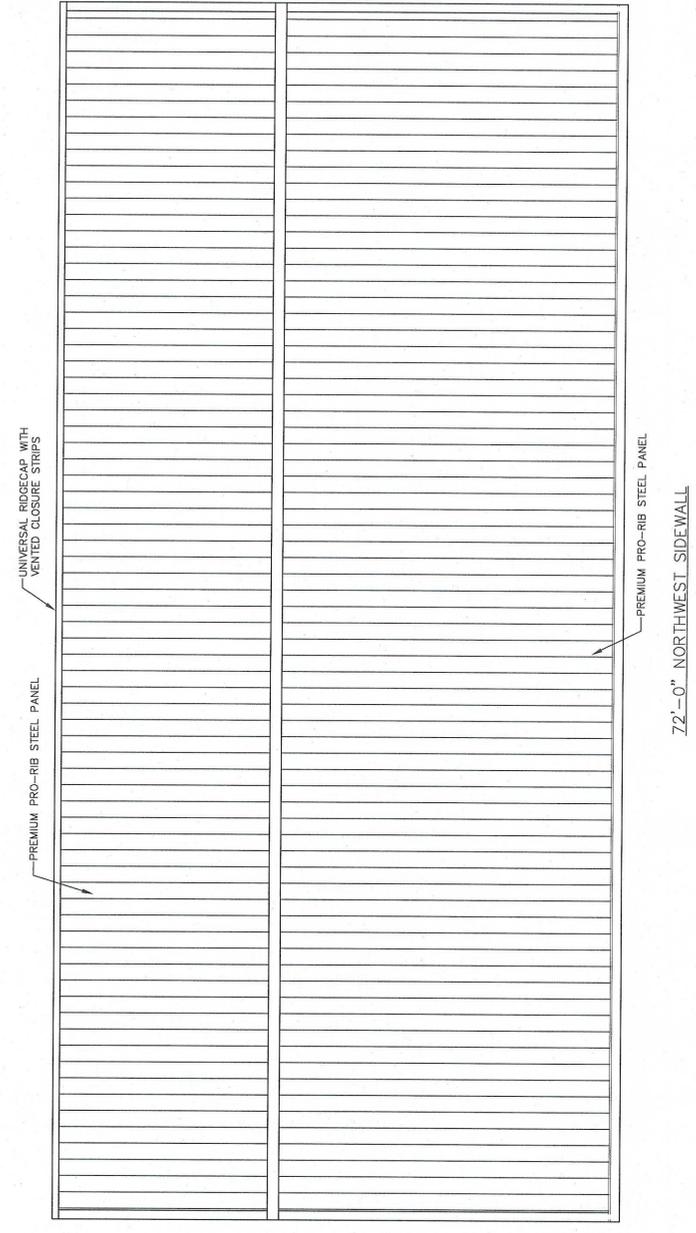
ENGINEERING SERVICES
 5801 KANE RD. BAU CLAIRE, WI 54705 (715) 876-5555



60'-0" NORTHEAST ENDWALL



60'-0" SOUTHWEST ENDWALL



72'-0" NORTHWEST SIDEWALL



72'-0" SOUTHEAST SIDEWALL

ELEVATIONS
SCALE: 1/4"=1'-0"

MAM
ENGINEERING SERVICES
5311 KANE RD. EAU CLAIRE, WI 54703 (715) 876-5555

PROJECT TITLE:
RETTLER HANGAR
STEVENS POINT, WI

SHEET TITLE:
ELEVATIONS

NO.	DATE	REVISIONS DESCRIPTION	BY
1			
2			
3			
4			

PROFESSIONAL ENGINEER: FILE NAME: H31512WI02
 JEFF MURRAY
 PLAN DESIGNER: DATE: 10-2-12
 LOUISE EWALD
 DRAWN BY: AL ANDERSEN
 SCALE: AS NOTED

SHEET NO. **2** OF **11**

City of Stevens Point – Department of Community Development

To: Plan Commission
 From: Planning Staff
 CC:
 Date: 10/28/2013
 Re: Review and recommendation on subleasing the property located at **1101 Centerpoint Drive (Parcel ID 2408-32-2029-61)** and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66) from the Community Development Authority of the City of Stevens Point to Great Lakes Education Loan Services, Inc.

As part of the CenterPoint MarketPlace redevelopment project, the Community Development Authority of the City of Stevens Point is planning to lease the above described property (former Dunham’s Sports and adjacent property) to Great Lakes Education Loan Services, Inc. for redevelopment purposes. Great Lakes is a student loan servicing provider (see attached company information).

The Plan Commission needs to provide a recommendation to the Community Development Authority of the City of Stevens Point.

The lease agreement by and between the City of Stevens Point and Great Lakes Education Loan Services, LLC is summarized below. Please see the full attached lease agreement for specifics.

Sublease & Developers Agreement Summary

- **Minimum Lease Term:** 10 Years. Upon expiration, 3 year extensions can be made.
- **Early Termination:** Can occur if government contract is lost or not renewed, with 180 day notice. Great Lakes shall be required to repay redevelopment surcharge.
- **Annual Lease Payment:** First year at no cost, years 2-10 shall be at a base rent of \$3.00 per square foot, approximately \$70,000 per year (approximately 23,000 square feet), plus the redevelopment surcharge debt service payments for years 2-7.

- **Redevelopment Costs:** CDA to commit \$500,000 (redevelopment surcharge) towards building improvements, to be paid back during the course of the lease term (years 2-7).
- **Minimum Employment Level:** 150 FTEs after 2 years of operation to be maintained throughout the agreement. Failure to comply will result in redevelopment surcharge increases to repay the remaining balance of redevelopment costs within 1 year.
- **Parking:** Use of parking surrounding the site.
- **Building Renovation:** Minimum of \$1,000,000 (includes the redevelopment surcharge) expended by the subtenant, to be completed within 12 months of the lease agreement.
- **Maintenance & Operation:** Subtenant is responsible for all operating costs.

Staff would recommend that the plan commission recommend approval of the lease and authorization to complete the needed tenant improvements.

DOWNTOWN REDEVELOPMENT PROJECT

SUBLEASE AND DEVELOPER'S AGREEMENT

between

GREAT LAKES EDUCATIONAL LOAN SERVICES, INC.

and

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT,
WISCONSIN, a municipal body organized and existing under Wis. Stat. § 66.1335 and the
predecessors of such statute

and

THE CITY OF STEVENS POINT,
a Wisconsin municipal corporation

with its primary office located at 1515 Strongs Ave., Stevens Point, Wisconsin 54481

THIS SUBLEASE AGREEMENT (the "Agreement" or "Sublease"), made as of the ___ day of _____, 2013, is by and between GREAT LAKES EDUCATIONAL LOAN SERVICES, INC., a Wisconsin corporation, having a notice and mailing address of 2401 International Lane, Madison, WI 53704 ("Great Lakes" or "Subtenant", as appropriate), the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, WISCONSIN, a municipal body organized and existing under Wis. Stat. § 66.1335 and the predecessors of such statute, having a notice and mailing address of 1515 Strongs Ave., Stevens Point, WI 54481 ("CDA" or "Sublandlord", as appropriate), and THE CITY OF STEVENS POINT, a Wisconsin municipal corporation with its primary office located at 1515 Strongs Ave., Stevens Point, Wisconsin 54481 (the "City")

PURPOSE

The purpose of this Agreement is to further the Redevelopment of the downtown area of the City of Stevens Point. Accordingly, the City, CDA, and Subtenant will cooperate in the remodeling of the Building to a condition suitable for office use. Subsequently, the Subtenant shall operate a call center at the Property with an employment level of at least 150 full time equivalent positions.

WITNESSETH:

1. Construction and Definitions

- 1.1 *Annual Rent:* The rent required to be paid by Subtenant annually in accordance with Section 4.1. This does not include any Operating Costs.
- 1.2 *Base Rate:* The amount of rent to be paid by Subtenant to Sublandlord per square foot of the Building, per year of the entire Term. This amount is due in addition to the Redevelopment Surcharge due during years two through seven of the Sublease Term as described in Section 1.13.

- 1.3 *Building*: The Building is the 23,408 square foot structure located on the Property.
- 1.4 *CDA*: The Community Development Authority of The City of Stevens Point, Wisconsin, a municipal body organized and existing under Wis. Stat. § 66.1335 and the predecessors of such statute.
- 1.5 *City*: The City of Stevens Point, Wisconsin.
- 1.6 *Commencement Date*: The date on which the Lease Term commences as specified in Section 3.
- 1.7 *Effective Date*: The date inserted on the first page of this Agreement.
- 1.8 *Laws*: All laws, statutes, regulations, rules, ordinances and orders of any Governmental Authority, including common law and rulings, decisions and interpretations of all judicial, quasi-judicial, and administrative bodies.
- 1.9 *Operating Costs*: All costs incurred or to be incurred during the Lease Term in connection with the management, operation, safety, security, replacement and maintenance of the Leased Premises. Operating Costs will include, but are not limited to, the following:
- (a) Utility and sewerage charges;
 - (b) Cleaning (including supplies and janitorial services);
 - (c) Pest control;
 - (d) Licenses, permits and inspection fees;
 - (e) Insurance premiums;
 - (f) Heating and cooling charges;
 - (g) Repairs and replacement of all improvements;
 - (h) Equipment rental;
 - (i) Charges of independent contractors performing work included within the definition of Operating Costs
 - (j) Exterior and interior landscaping;
 - (k) Snow removal;
 - (l) Costs of performance of obligations pursuant to covenants, conditions, easements (including parking and access easements) and operating agreements affecting or appurtenant to the Property; and
 - (m) All additional costs of compliance with Laws and other Legal Requirements directly applicable to the improvement or alteration, maintenance and operation of the building, including ADA.
- 1.10 *Property*: The tract of land described in attached **Exhibit 1** upon which the Building and improvements are located and all appurtenances thereto.

- 1.11 *Redevelopment*: The City of Stevens Point and the Community Development Authority of the City of Stevens Point, Wisconsin, pursuant to redevelopment powers granted by the Laws of the State of Wisconsin, determined that it is appropriate and desirable to undertake a current redevelopment of the downtown area pursuant to the redevelopment powers granted under Wisconsin law. This Sublease Redevelopment Agreement is entered into in accordance with that authority to redevelop the downtown area, and accordingly, the construction, reconstruction, modification, demolition, renovation, rearrangement, and related activities on and in connection with the Subleased Premises pursuant to the direction and authorization of the City and the CDA constitute redevelopment and may be referred to as Redevelopment or Redevelopment activities.
- 1.12 *Redevelopment Costs*: Costs and expenditures incurred by the CDA for its contribution to redevelopment of the Property as described in Section 4.2.
- 1.13 *Redevelopment Cost Surcharge*: The Redevelopment Cost Surcharge is the amount added to the Base Rate during years two through seven of the Sublease Term to reimburse the CDA for the Redevelopment Costs. It shall be calculated based on a six-year repayment schedule for \$500,000.00 of borrowing at the actual cost to the City, up to an amount not to exceed five percent (5%).
- 1.14 *Subleased Premises*: The Property and improvements, and all rights and appurtenances thereto.
- 1.15 *Sublease Rate*: The Sublease Rate for a given year is the sum of the Base Rate and the Redevelopment Cost Surcharge applicable for that year, if any.
- 1.16 *Sublease Term or Term*: The period of time designated at Section 3 as the same might be modified from time to time by the written agreement of Sublandlord and Subtenant.

2. **Lease of Premises.**

Sublandlord hereby leases to Subtenant the Subleased Premises, and Subtenant hereby leases the same from Sublandlord.

3. **Term**

- 3.1 *Minimum Lease Term*. The Minimum Lease Term for this Agreement is ten (10) years. Following the expiration of the Minimum Lease Term, the

Agreement may be extended in three (3) year increments by mutual agreement of the CDA and the Subtenant.

3.2 *Early Termination.* The Subtenant may terminate the Agreement and vacate the Property prior to the expiration of the Minimum Lease Term only if all of the following conditions are met:

3.1.1 The Subtenant's contract with the Federal government for administering student loan services is cancelled or not renewed.

3.1.2 The Subtenant has completed its renovations under Section 5.5.

3.1.3 The Subtenant provides the CDA notice of its intent to terminate the Agreement at least one hundred and eighty (180) days prior to the Agreement's termination under this Section.

3.1.4 If the notice required under Section 3.1.3 is delivered to the CDA prior to the end of year seven of the Sublease, the Subtenant shall repay to the CDA the balance of the Redevelopment Costs prior to terminating the Agreement.

4. **Consideration**

4.1 *Annual Lease Payments.* The Subtenant shall pay an Annual Lease Payment to Sublandlord yearly on or before [REDACTED]. The Annual Lease Payments shall be as stated in the attached **Exhibit B**. The Annual Lease Payments are calculated by multiplying the Building's square footage of 23,408 by the applicable Sublease Rate. Great Lakes will not pay any rent for the first year of the Term.

4.2 *Redevelopment Costs.* The CDA shall commit \$500,000.00 (five-hundred thousand dollars) toward the renovation of the Building as described in Section 5.5.

4.3 *Fiber Optic Connection.* The CDA shall install a fiber-optic data connection at the Building sufficient to reasonably serve the needs of the Subtenant's anticipated operations as a call center. The cost for this installation shall be in addition to the Redevelopment Costs under Section 4.3.

4.4 *Minimum Employment Level.* Subtenant shall, no later than two (2) years following the Effective Date, create and hire at least 150 full time equivalent positions at the Property. Subtenant shall maintain that Minimum Employment Level throughout the duration of the Agreement.

5. **Subtenant's Rights and Obligations**

- 5.1 *Use of Leased Premises.* Subtenant's use, development, and reuse of the Subleased Premises are unrestricted, subject only to the restrictions and requirements of this Agreement, the authorizations of the City or the CDA, and agreements in connection therewith. Improvements should be well maintained, and Subtenant will comply with the requirements of all Governmental Authorities having jurisdiction over the Subleased Premises. Sublandlord shall not be liable to Subtenant in damages or otherwise for any interruption or inadequacy of any utility or other services provided to the Subleased Premises. Additionally, any such interruption or inadequacy shall not be deemed an eviction of Subtenant and shall not relieve Subtenant from the obligation to fulfill all of Subtenant's obligations in this Sublease Redevelopment Agreement.
- 5.2 *Quiet Enjoyment.* So long as Subtenant pays the Annual Lease Payments and performs all of Subtenant's obligations under this Agreement, Subtenant will peacefully hold the Subleased Premises, free of interference from anyone, claiming by, through, or under Sublandlord, subject to remedies contained in Section 7.
- 5.3 *Parking.* Subtenant shall have use of the public parking areas surrounding the Building, adjacent to Centerpoint Drive, as depicted in **Exhibit 3**.
- 5.4 *Insurance*
- 5.4.1 *Liability Insurance.* Throughout the Term, Subtenant shall maintain at Subtenant's expense insurance insuring Subtenant and Sublandlord against all liability for injury to or death of any person occasioned by or arising out of or in connection with the occupancy of the Subleased Premises. The policy or policies shall provide not less than \$1,000,000.00 (one million dollars) combined single limit coverage, shall name the CDA, City, and Subtenant and their respective agents as insureds, and shall be maintained with an insurance company or companies authorized to do business in the State of Wisconsin.
- 5.4.2 *Policies.* Subtenant shall furnish evidence that is satisfactory to Sublandlord of the maintenance of all insurance required by this Section, including certificates of such insurance and evidence of the payment of premiums. Additionally, Subtenant shall obtain a written obligation on the part of each insurance company to notify Sublandlord at least thirty (30) days prior to cancellation or material change of any such insurance.
- 5.4.3 *Subrogation.* Subtenant hereby waives any cause of action which Subtenant or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against

Sublandlord on account of any loss or damage which is insured against under any insurance policy which names Subtenant as a party insured. If possible, Subtenant agrees to provide Sublandlord a waiver of subrogation endorsement, satisfactory to Sublandlord, to all policies of insurance maintained pursuant to this Agreement. Sublandlord hereby waives any cause of action which Sublandlord or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against Subtenant on account of any loss or damage which is insured against under insurance policy which names Sublandlord as a party insured. Sublandlord agrees to provide Subtenant a waiver of subrogation endorsement, satisfactory to Subtenant, to all policies of insurance maintained by Sublandlord and covering the Subleased Premises.

5.4.4 *Governmental Tort Claims.* Performance of obligations under this Agreement with respect to insurance, indemnity and liability shall not constitute a waiver of the protection against claims or limits of liability under Wis. Stat. Sec. 893.80, concerning claims against governmental bodies or officers, agents or employees; notice of injury; limitation of damages and suits.

5.5 *Subtenant's Renovation of the Building.* Subtenant shall undertake construction activities at the Building to convert it from its current retail configuration to a form suitable for use as a call center. Such configuration shall be of a kind generally in use in other call centers in the Stevens Point area. Subtenant shall expend a minimum of \$1,000,000.00 (one million dollars) to perform the renovation. The Subtenant shall complete the renovation within twelve (12) months of the effective date of this Agreement.

5.6 *Maintenance and Operation.* Subtenant shall be responsible for all Operating Costs as described in Section 1.9. The CDA shall have the right to direct Subtenant to perform specific maintenance on the Building if necessary to preserve or stabilize its structural elements. Such maintenance shall include, but is not limited to repair of roof leaks, maintenance of masonry, and stabilization of load-bearing walls.

5.7 *Assignment and Subletting.* Subtenant's rights under this Sublease shall only be assignable with the consent of the CDA.

5.8 *Indemnification.* Subtenant agrees to indemnify, defend, and hold harmless Sublandlord from suits, actions, damages, liability, claims and expenses arising from the occupancy or use of the Subleased Premises, by Subtenant, its agents, employees, assignees, and invitees.

6. **Sublandlord's Obligations and Rights**

6.1 The CDA shall have the unconditional right to transfer any and all of its rights under this Agreement and the Lease-Purchase Redevelopment Agreement attached as **Exhibit 4** to any other party. The CDA may execute such transfer with or without Subtenant's consent.

7. **Remedies and Default**

7.1 *Failure to Maintain Minimum employment Level.* If Subtenant fails to maintain the Minimum Employment Level under Section 4.4 at any time during the Term, the Redevelopment Cost Surcharge shall increase to an amount such that Subtenant shall will repay to the CDA any remaining balance of the Redevelopment Costs within one (1) year of the date on which the employment level at the Property falls below the Minimum Employment Level.

7.2 *Past Due Rent.* Subtenant's obligation to make Annual Lease Payments is an independent covenant, and in the event an Annual Lease Payment is not made within ten (10) days after its due date, such amount shall bear interest daily until paid at the rate of ten percent (10%) per annum with such interest accruing from the due date.

8. **Resolution of Disputes**

The parties shall settle any claim, controversy, or dispute arising out of or relating to this Agreement by submitting the matter to the Circuit Court for Portage County, Wisconsin.

9. **Construction Liens.** If a construction lien is filed against the Leased Premises, because of any work, labor, services, materials, or equipment furnished to or for Subtenant, Subtenant shall take all action necessary to fully satisfy the lien by bond or otherwise within sixty (60) days after receiving notice of filing the lien. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or the request of Sublandlord, express or implied, to any contractor, subcontractor, laborer or supplier for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of the Property.

10. **Miscellaneous**

10.1 *Notices.* All notices, requests, demands, instructions, or other communications required or permitted to be given under this Agreement shall be considered given upon personal delivery or upon three business days after deposit in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested or upon three business days after deposit with a commercial delivery system, with charges prepaid, to the

addresses set forth in the first paragraph above. Either party may change the address to which notices are to be given under this Agreement by giving notice in the manner provided in this Section.

- 10.2 *Provisions Surviving Termination.* Notwithstanding the expiration of the Term or termination of this Agreement, the provisions of the Agreement relating to the following shall survive and continue in effect: (a) any indemnification by Subtenant in favor of Sublandlord and its directors, trustees, officers, employees and agents, (b) resolution of disputes, (c) remedies available to the parties, and (d) any other provision which, by its nature, involves an obligation extending beyond the expiration of the Term or termination of this Agreement.
- 10.3 *Amendment.* This Agreement may not be altered, waived, amended, supplemented or extended, except by a written agreement signed by Sublandlord and Subtenant.
- 10.4 *Severability.* If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future Law, the remainder of this Agreement will not be affected thereby.
- 10.5 *Binding Effect.* The provisions of this Agreement will be binding on and inure to the benefit of Sublandlord and Subtenant and their respective successors and permitted assigns.
- 10.6 *Governing Law.* This Agreement will be construed and enforced according to the Laws of the State of Wisconsin.
- 10.7 *Consent to Breach.* Any assent, waiver, or consent, express or implied, to any breach of any covenant in this Agreement shall operate as such only in the specific instance and shall not be construed as an assent, waiver, or consent of any condition or covenant generally, nor be applicable to any subsequent breach.
- 10.8 *Remedies Cumulative.* The various rights, powers, elections and remedies of the parties are cumulative, and not one of them is exclusive of the others or exclusive of any right or remedy permitted by law.
- 10.9 *Entire Agreement.* This Agreement, along with any exhibits hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of

this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

DRAFT



Doing What's Right

Great Lakes Higher Education Corporation & Affiliates

We're Great Lakes, a non-profit organization dedicated to helping make college a reality. We also make successful student loan repayment possible, in partnership with the U.S. Department of Education and private lenders.

Students and their families borrow money for college because it is an important investment in their future. While we don't make student loans, we work with all groups involved in the student loan process to protect these investments. Our goal: to help students borrow responsibly, complete their education, and find repayment solutions that work for them.

We believe all students deserve a chance at higher education. Our community investments help students who are least likely to consider college to continue their education beyond high school, succeed on campus, and graduate ready to reach their full potential.

Headquartered in Madison, Wisconsin, with operating centers around the country, our employees share our mission: doing what's right to change lives for the better.

Our Sites

Student Loan Customers

Financial Aid Professionals

Business Partners

Community Investments

Working with others



Investing in our communities





Media Relations

Easily locate important background and [contact information](#).

Company Overview
Who We Work With
Investing in Our Communities

Careers at Great Lakes
Current Opportunities
Locations
Benefits

Media Relations
News Releases

Contact Us
Student Loan Customers
Financial Aid Professionals
Business Partners

Our Sites
Student Loan Customers
Financial Aid Professionals
Business Partners
Community Investments



Investing in Our Communities

We know that everyone can benefit from college. Yet, we also know it's the students who are least likely to continue their education who have the most to gain. These are the students our philanthropy—an investment of more than \$88 million to date—aims to support.

Learn how [Great Lakes helps](#) in our communities.

Leveling the Playing Field

We lead initiatives and make grants to programs that are designed to help traditionally 36
underserved students succeed in college, and reach their full potential in life. Our efforts focus
specifically on students of color, students from low-income households, and those who are the first
in their families to attend college.

A Comprehensive Approach

We understand that the path to and through college is challenging for all who take it. For this
reason, our philanthropic priorities include improving college readiness, increasing college access,
and boosting college success.

Making an Impact

Our goal is to maximize the impact of each dollar that we commit to making a difference for
students and their families. That's why, with all our philanthropy, we place a premium on setting
goals, measuring success, and sharing the lessons we learn through the partnerships we've forged.

Company Overview
Who We Work With
Investing in Our Communities

Careers at Great Lakes
Current Opportunities
Locations
Benefits

Media Relations
News Releases

Contact Us
Student Loan Customers
Financial Aid Professionals
Business Partners

Our Sites
Student Loan Customers
Financial Aid Professionals
Business Partners
Community Investments



City of Stevens Point – Department of Community Development

To: Plan Commission
From: Plan Staff
CC:
Date: 10/29/2013
Re: Ordinance Amendment – Parking and Loading Standards

As part of the update of our zoning code, staff is presenting the attached modifications to the parking and loading standards for the City.

Significant changes to the following:

- Changes to the parking ratios, including basing residential requirements on units, decreasing the requirement for retail uses, and modifying industrial uses.
- Creating a maximum parking amount, which is 150 percent of the required minimum. The maximum amount can be exceeded where pervious pavement or underground/structured parking is used.
- Allowing parking reductions for bus transit availability, structured parking, car-sharing programs, and tree preservation.
- Creating parking area design standards.
- Creating new landscape standards.
- Modifying setbacks for some zoning districts.
- Requiring bicycle parking.
- Adding a provision for constrained sites.
- Providing a means for an alternative parking plan.
- Providing standards for driveways and ingress/egress points.
- Requiring stacking spaces for certain uses.
- Modifying the off-street loading requirements.

Many of these changes reduce parking space requirements and further promote sustainability initiatives, such as bicycle parking.

14) Parking Standards

a) Applicability

- 1) Unless specifically exempted in this Zoning Code, all existing and proposed development shall provide parking facilities and manage access in accordance with this Zoning Code.
- 2) With the exception of restriping a parking area or other vehicular use area which does not result in a reconfiguration of the parking spaces, any modification to existing parking facilities shall conform to the requirements of this Zoning Code.
- 3) Buildings and uses lawfully existing as of the effective date of this Zoning Code may be renovated or repaired without providing additional parking facilities, provided there is no increase in gross floor area or change in use of existing floor area that would increase parking demand.
- 4) Where a building or use existed as of the effective date of this Zoning Code, and the building or use is enlarged in gross floor area or impervious area by 10 percent or 2,000 square feet, whichever is less, parking as specified in this Zoning Code shall be required for the enlarged area. The addition of an accessory building or structure shall be considered an enlargement of the building or use.
- 5) A change in use of a building or use existing as of the effective date of this Zoning Code shall require additional parking facilities to comply with the requirements of this Zoning Code for the new use unless the new use has the same parking requirement or a lesser requirement than the previous one.

b) General Provisions

1) Parking Required

No use shall provide less than the minimum number of parking spaces required under this Zoning Code. At the discretion of the property owner or occupier, a fee may be charged for required parking.

2) Location of Parking Spaces

Unless otherwise approved in an alternative parking plan under 23.01(14)(h) Alternative Parking Plan, parking spaces shall be located as set forth below.

a) Residential Zoning Districts

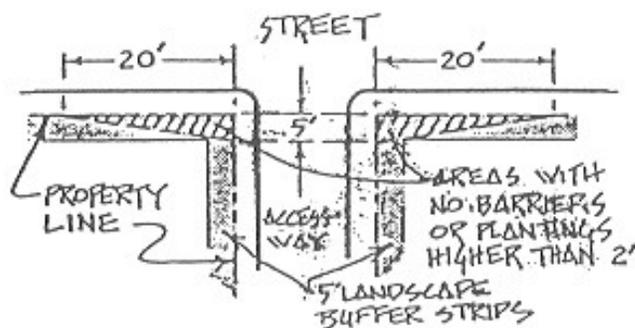
- i. Required parking spaces shall be located on the same lot and shall not be located within the required front setback, except single- and two-family driveways leading to

b) Non-Residential Zoning Districts

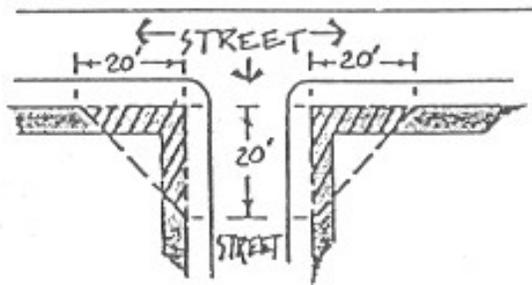
- i. All required parking spaces shall be located on the same site or on off-site land within 660 feet of the building, structure or use served (measured from the nearest point of the parking area to the nearest point of the building, structure or use served by such parking lot).
- ii. All off-street parking shall be arranged so that no vehicle is forced onto any public street to gain access from one parking aisle to another parking aisle.

3) Clearview Requirements

- a) When an accessway intersects a public right of way or when the subject property abuts the intersection of two or more public rights of way, all parking lots or vehicular use areas within the triangular area described below shall provide unobstructed cross-visibility, with no obstructions higher than two feet.
- b) The areas of property on both sides of an accessway formed by the intersection of each side of the accessway and the public right of way line, consisting of 20 feet along the public right of way and five feet perpendicular to the line, and the third side being a line connecting the ends of the two other sides.



- c) The area of property located at a corner formed by the intersection of two or more public rights of way with two sides of the triangular area being 20 feet in length along the abutting public right of way lines, measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.



c) Parking Ratios

1) Calculation of Ratios

a) Mixed Uses

Developments containing more than one use shall provide parking spaces in an amount equal to the total of the requirements for all uses.

b) Fractional Measurements

Where fractional spaces result, the parking spaces required shall be the next highest whole number.

2) Minimum

The following minimum parking ratios apply to all zoning districts. Where in the opinion of a registered engineer in the State of Wisconsin, a listed ratio requires too much or too little parking,

the applicant may provide an alternative parking plan with data submitted in support of higher or lower ratios.

3) Required Parking Ratios

Unless specifically reduced in 23.01(14)(d) Parking Reductions, the following parking ratios shall apply to all development.

Specific Use		Minimum Parking
Residential		
Household Living	Detached living	2.0 per unit
	Accessory dwelling	1.0 per unit
	Attached living	1.0 per unit
	Multifamily living or upper-story living	1.25 per each studio unit
		1.50 per each 1 bedroom unit
		1.75 per each 2 bedroom unit 2.00 per each 3 bedroom unit and above
	Retirement community	1.0 per unit
	Senior housing	0.60 per attached unit
1.5 per detached unit		
All other uses	2.0 per unit	
Group Living	Assisted living or congregate care facilities	0.3 per bedroom
	All other uses	1.0 per 300 SF of GFA
Social Service	All uses	1.0 per 300 SF of GFA
Public		
Parks & open space	All uses	As determined by Administrator
Place of worship	All uses	1.0 per 4 seats in main worship space, if benches, 20 inches shall equal 1 seat
Port & terminal	All uses	1.0 per 225 of GFA
Schools	Additions to existing schools	To be established by the Common Council
	3-year high school	9.5 per classroom
	4-year high school	7.5 per classroom
	Elementary or middle school	3.5 per classroom
Utilities	All uses	1.0 per 300 SF of GFA (office)
Commerce		
Day care	All uses	1.0 per 300 SF of GFA
Indoor recreation	Auditorium	1.0 per 4 seats or 1.0 per 75 SF of GFA (whichever is greater) + 1.0 per 100 SF of GFA of conference, banquet, restaurant
		5.0 per alley + 1.0 per 100 SF of GFA of conference, banquet, restaurant
	Theaters	1.0 per 4 seats
	All other uses	1.0 per 200 SF of GFA
Medical	Hospital	0.50 per bed

	Medical, dental office or chiropractor	1.0 per 300 SF of GFA
	All other uses	1.0 per 300 SF of GFA
Office	With drive thru service	1.0 per 350 SF of GFA
	Without drive thru service	1.0 per 300 SF of GFA
Outdoor recreation	Campground, travel trailer park, RV park	1.0 per space
	Golf course or country club	3.0 per hole + 2.0 per court
	Horse stable, riding academy equestrian center	1.0 per each 5 stalls
	Stadium or arena	1.0 per 4 seats
	All other uses	1.0 per 5,000 SF (outdoor use area)
Overnight lodging	All uses	1.0 per guest room + 1.0 per 100 SF of conference, banquet, restaurant
Personal service	Barber and beauty shops	1.0 per 100 SF of GFA
	Funeral home or mortuary	1.0 per 4 seats or 1 space per 60 SF of GFA (whichever is greater)
	If less than 4,000 SF of GFA	1.0 per 500 SF of GFA
	All other uses	1.0 per 300 SF of GFA
Restaurant/Bar	All uses	1.0 per 100 SF of GFA
Retail sales	Gas and service stations	1.0 per 200 SF of GFA
	If less than 2,000 SF of GFA	1.0 per 500 SF of GFA
	All other uses	1.0 per 300 SF of GFA
Vehicle sales	All uses	1.0 per 500 indoor SF GFA + 1.0 per 10,000 SF outdoor lot area
Vehicle service	All uses	3.0 per bay or 1.0 per 250 SF GFA, as applicable whichever is greater
Water-oriented	All uses	1.0 per every 3 wet or dry slips
Industrial		
Heavy industrial	All uses	1.0 per 600 SF GFA (office) + 1.0 per 4,000 SF GFA
Light industrial	All uses	1.0 per 600 SF GFA (office) + 1.0 per 4,000 SF GFA
Research & development	All uses	1.0 per 300 SF GFA (office)
Self-service storage	All uses	1.0 per 250 SF GFA (non-storage) + 1.0 per every 50 storage units
Trucking terminal	All uses	1.0 per 700 SF of GFA
Warehouse & distribution	All uses	1 per 500 SF GFA (office) + 1 per 4,000 SF indoor storage area
Waste-related service	All uses	1.0 per 250 SF GFA (office) + 1.0 per 4,000 SF GFA
Wholesale trade	All uses	1.0 per 250 SF GFA (office) + 1.0 per 4,000 SF of indoor storage

4) Maximum

- a) No use shall provide more than 150 percent of the required parking shown in the table above unless any parking above the 150 percent threshold is provided on pervious surface or as underground or structured parking.
- b) Where a project is intended to be developed in phases, the Administrator may approve development of a parking area intended to serve current and future development.

5) Unlisted Uses

The parking space requirements for a use not specifically listed in the table shall be the same as for the listed use deemed most similar to the proposed use by the Administrator.

6) Administrative Modification

The Administrator may reduce the required number of spaces by up to five percent for reasons of topography, tree protection or other natural conditions specific to the site.

7) Credit for On-Street Spaces

On-street parking spaces located immediately abutting the subject parcel, lying entirely within the extension of the side lot lines into the roadway and not within any required clear sight distance, may be counted toward meeting these parking requirements.

d) Parking Reductions

Parking may be reduced according to the following standards.

1) Bus Transit Availability

Locations within a 660-foot walking distance of an improved bus stop may reduce the total number of required parking spaces by 15 percent. Walking distance is measured from the primary entrance of the use to the bus boarding location.

2) Provision of Structured Parking

Where parking is provided in a structure, the required total number of spaces may be reduced by 10 percent.

3) Access to Car-Sharing Program

A residential project or a mixed use project with a residential component providing an active car-share program may reduce the total number of required parking spaces. The reduction shall equal five spaces per car-share vehicle available on-site to residents of the project.

4) Tree Preservation

The Administrator may approve a reduction in the total number of required parking spaces by one space for every tree over 24 inches in diameter at breast height preserved within the parking area. The maximum reduction allowed for tree preservation is five percent of the total required parking spaces.

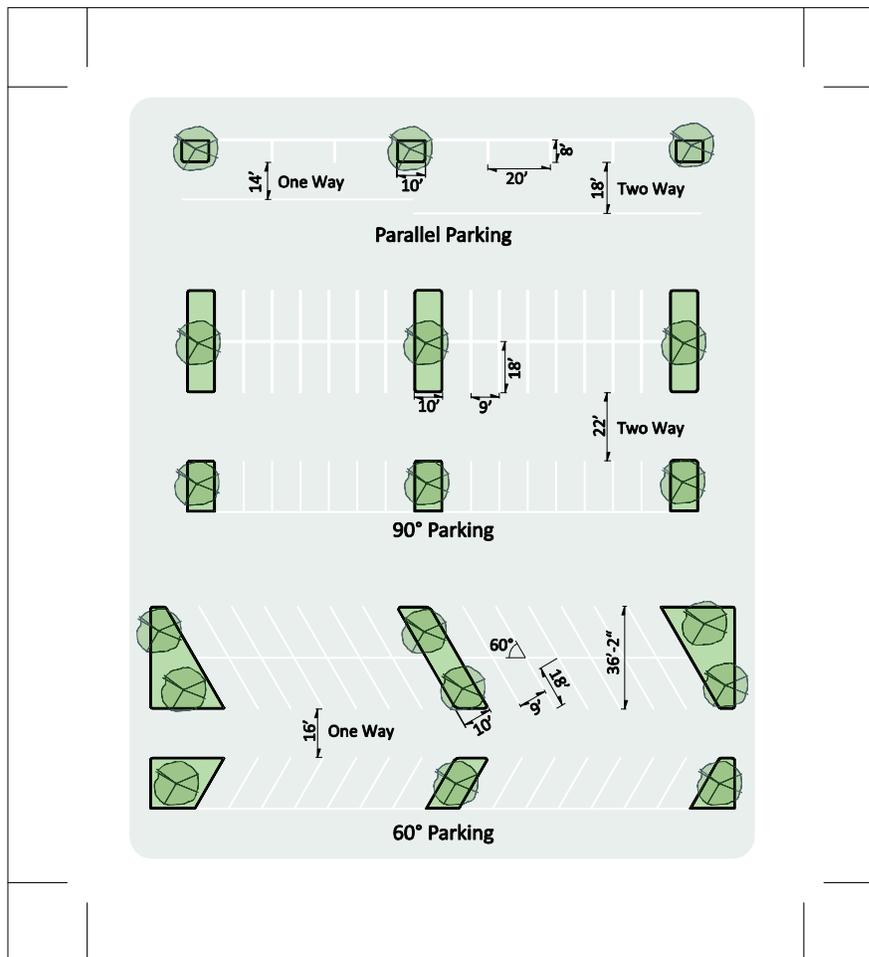
5) Designated Downtown

No parking is required in a designated downtown area. Where parking is provided, it must meet the dimensional standards of this Zoning Code.

e) Parking Area Design Standards

1) Parking Space Layout

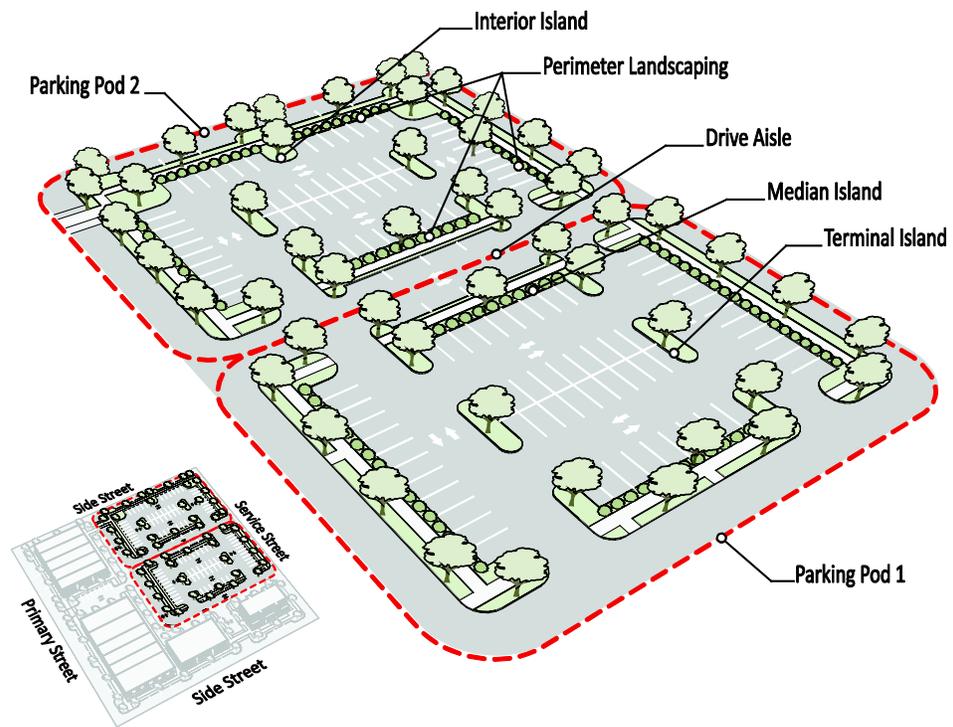
- a) Parking space layout shall meet the following dimensions.



- b) Parking spaces using geometric standards other than those specified above may be approved by the City Engineer, subject to a determination by the Administrator that the proposed facility will satisfy these parking requirements as well as would a facility using the dimensions specified above.
- c) Compact spaces may be substituted for no more than 25 percent of the total number of off street parking spaces required. Where provided, compact spaces shall be a minimum of eight feet in width and 16 feet in length.

2) Parking Pods

Parking areas shall be organized into parking pods that are separated by the following perimeter landscaping and island plantings. Where parking areas are screened by a building, they shall not require screening on that side of the parking pod. Island landscaping may be waived in nonresidential zoned areas if the perimeter landscaping is double in width and density of the plantings. Such modification must be approved by the Administrator.



a) Perimeter Landscaping

- i. Perimeter landscaping shall be a minimum of five feet wide, landscaped with one canopy or evergreen tree for every 40 linear feet (spaced a maximum of 50 feet apart) and shrubs installed at a rate of one for every 15 square feet of landscaped area.
- ii. A wall a minimum of 30 inches located in a three-foot planting strip may be substituted for the shrubs.

b) Interior Islands

- i. An interior landscaped island shall be provided for every 20 spaces. Each island shall contain a minimum of 200 square feet with a minimum width of eight feet inside the curb and include a minimum of one canopy or evergreen tree.
- ii. Interior islands shall be distributed throughout the parking area, with no parking space located more than 200 feet from a planting island.
- iii. Interior islands may be consolidated or intervals may be expanded in order to preserve existing trees where approved by the Administrator.

c) Terminal Islands

All rows of spaces shall terminate in a curbed landscaped island. Each island shall conform to the specifications described for interior islands above.

d) Median Islands

- i. A median island with a minimum width of eight feet inside the curb shall be sited between every eight single parking rows and along primary internal and external access drives.
- ii. Each median island shall be planted at the rate of one canopy or evergreen tree for every 40 linear feet (spaced a maximum of 50 feet apart).
- iii. Median intervals may be expanded in order to preserve existing trees, where approved by the Administrator.
- iv. A median island may also serve as the location for a sidewalk connecting the use and the street. In such case, the sidewalk shall be a minimum of five feet wide, and the remaining planting area shall be no less than five feet wide.

e) Landscaping Specifications

i. General

- a) Plant material shall be true to name, variety, and size and shall conform to all applicable provisions of the American Standards for Nursery Stock, latest edition.
- b) Plant materials shall be cold hardy for the specific location where they are to be planted.
- c) Trees and shrubs shall be salt-tolerant in areas immediately adjacent to parking lots.
- d) Trees and shrubs shall be drought-tolerant and able to survive on natural rainfall once established with no loss of health.

ii. Canopy Trees

- a) Canopy trees selected for planting shall meet the minimum requirements provided in the American Standard for Nursery Stock, latest edition as published by the American Nursery & Landscape Association.
- b) All single trunk trees shall have a minimum 2½-inch caliper, and must measure a minimum of 10 feet tall at time of planting. All tree heights shall be measured from the top of the root ball to the tip of the highest branch.
- c) Multi-trunk trees shall have main stems with a minimum 1½-inch caliper per trunk, a minimum of three main stems, and must measure a minimum of 10 feet tall at time of planting. All tree heights shall be measured from the top of the root ball to the tip of the highest branch.

iii. Evergreens

- a) Evergreens selected for planting shall meet the minimum requirements provided in the American Standard for Nursery Stock, latest edition as published by the American Nursery & Landscape Association.
 - b) All evergreens must measure a minimum of three feet tall at time of planting. All tree heights shall be measured from the top of the root ball to the tip of the highest branch.
- iv. Shrubs
- a) Shrubs selected for planting shall meet the minimum requirements provided in the American Standard for Nursery Stock, latest edition as published by the American Nursery & Landscape Association.
 - b) All required shrubs shall be a minimum of 20 inches in height in a minimum three-gallon container.
 - c) Shrubs shall be of a species that under average conditions will reach a minimum height of 24 inches within 12 months.
 - d) When planted as a hedge, the maximum spacing for 20-inch high shrubs shall be 36 inches on center. Spacing for other size shrubs shall be determined by the Administrator.
- v. Credit for Existing Plant Material
- a) Required landscaped areas may incorporate existing natural vegetation to the maximum extent feasible. Prior to disturbance of a required planting area, approval shall be obtained from the Administrator. Where existing vegetation is inadequate to meet the required landscaping standards, additional plant material shall be required.
 - b) Existing native habitat or vegetation located within planting areas and meeting the requirements of this Zoning Code may be counted.
 - c) In the event that the existing vegetation has been credited and is subsequently removed or dies, it shall be replaced with the appropriate planting material.
 - d) Credit may also be permitted for existing plant material, fences and walls on abutting property, provided such items are in a permanently protected area, including, but not limited to:
 - 1. A conservation easement or preserve area on adjacent property; or
 - 2. An existing utility or drainage easement exceeding 100 feet in width.

vi. Irrigation

A water source shall be supplied within 100 feet of any planting requiring continuing watering. Where non-native or non-drought tolerant native vegetation is incorporated, an irrigation system shall be required.

f) Maximum Parking Area Pod Size

Parking areas shall be broken up by landscaped area, tree islands, and buildings into pods containing no more than 160 parking spaces.

g) Accessible Parking

Accessible parking shall be provided in compliance with the Americans with Disabilities Act Accessibility Guidelines.

h) Surfacing

i. Surfacing Required

Except as provided below, where parking facilities or any other vehicular use area are provided, they shall be surfaced with asphalt bituminous, concrete or dustless material approved by the Administrator, and shall be maintained in a smooth, well-graded condition.

ii. Pervious Parking Surfaces

a) All parking spaces may be surfaced with pervious parking surface that is engineered for parking or driveways.

b) Where an existing tree is adjacent to parking; paver bricks or other pervious surface shall be used within the dripline of the tree. No parking shall be located closer than five feet from the trunk of an existing tree.

c) Where provided, pervious parking surfaces shall be maintained in a sound, well-graded condition.

i) Setback

i. All off-street parking must observe the required parking setback for the appropriate zoning district identified below.

a) Street Right of Way Setback

District	Distance
"C" - Conservancy	30 feet
"R-LD" - Low Density	30 feet
"R-1" - Suburban Single Family Residential	25 feet
"R-2" - Single Family Residential	25 feet
"R-3" - Single and Two Family Residential	25 feet
"R-4" - Multiple Family I Residential	25 feet
"R-5" - Multiple Family II Residential	15 feet
"B-1" - Neighborhood Business	5 feet
"B-2" - Central Business Transition	5 feet
"B-3" - Central Business	5 feet
"B-4" - Commercial	5 feet
"B-5" - Highway Commercial	30 feet from Highway 10 5 feet from other streets
"M-1" - Light Industrial	5 feet

"M-2" - Heavy Industrial	5 feet
"U-1" - University	5 feet

b) Side and Rear Yard Setback

District	Distance
"C" - Conservancy	10 feet
"R-LD" - Low Density	10 feet
"R-1" - Suburban Single Family Residential	10 feet
"R-2" - Single Family Residential	10 feet
"R-3" - Single and Two Family Residential	10 feet
"R-4" - Multiple Family I Residential	10 feet
"R-5" - Multiple Family II Residential	10 feet
"B-1" - Neighborhood Business	5 feet
"B-2" - Central Business Transition	5 feet
"B-3" - Central Business	5 feet
"B-4" - Commercial	5 feet
"B-5" - Highway Commercial	5 feet
"M-1" - Light Industrial	5 feet
"M-2" - Heavy Industrial	5 feet
"U-1" - University	5 feet

ii. In the event any parking abuts a walkway, sidewalk or street, the parking shall be separated by curbing or other protective device with a minimum distance of five feet between the protective device and the edge of the walkway, sidewalk, or street.

iii. All parking shall be separated from buildings by a minimum distance of three feet.

j) Striping

All parking areas over 2,000 square feet or containing more than five individual off-street parking spaces, shall stripe their required parking spaces.

k) Curbs

Where parking facilities or any other vehicular use areas are provided, they shall have curbs or wheel stops to prevent vehicles from overhanging adjacent property or landscaped areas. Where vehicles will overhang over medians or islands, shrubs and trees shall be planted a minimum of two feet from back of the curb or wheel stop. Where pervious parking surfaces or swales are provided, the Administrator may allow wheel stops in place of curbs.

l) Drainage

Where possible, a portion of the drainage from parking areas should be drained through swales that include deep rooted perennial ornamental grasses.

f) Bicycle Parking

In order to enhance multi-modal transportation opportunities, the following standards for bicycle parking shall be met.

- 1) New mixed use building types shall provide a minimum of four bicycle parking spaces (two high-quality inverted “U” racks). Nonresidential development providing more than 20 vehicle but less than 100 vehicle parking spaces shall be required to provide six bicycle parking spaces. An additional one bicycle parking space shall be provided for each additional 25 vehicle parking spaces, or fraction thereof. A maximum of 24 bicycle parking spaces shall be required under this paragraph.
- 2) Bicycle parking facilities shall be located within 200 feet of the main building entrance.
- 3) Bicycle parking facilities shall be high-quality, inverted “U” type construction. Alternative high-quality bicycle parking facilities may be approved by the Administrator if they can be shown to:
 - a) Provide adequate theft protection and security; or
 - b) Are located within a structure.

g) Constrained Sites

Alternative parking and landscaping standards may be approved by the Administrator only where the required parking and landscaping in this Zoning Code cannot be physically met on the site for one of the following reasons:

- 1) Redevelopment of an existing site requires parking or landscaping to be added, but a building, pavement or stormwater facility already exists; or
- 2) Redevelopment of an existing site would reduce the number of stalls below the required number for the use or reduce aisle widths below the recommended standard; or
- 3) The existing site has lost area from landscaping due to adjacent road widening or other right-of-way infrastructure improvements.

h) Alternative Parking Plan

1) Applicant-Submitted Parking Data

The Plan Commission, without Common Council approval, may modify the parking requirements of this Zoning Code when an applicant submits parking data, prepared and sealed by a registered engineer in the State of Wisconsin with transportation expertise, which illustrates that the standards of this Zoning Code do not accurately apply to a specific development. The data submitted for an alternative parking plan shall include, at a minimum, the size and type of the proposed development, the mix of uses, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads of all uses.

2) Off-Site Parking

The Administrator may approve the location of required parking spaces on a separate lot from the lot on which the principal use is located if the off-site parking complies with the all of following standards.

a) Ineligible Activities

- i. Off-site parking may not be used to satisfy the off-street parking requirements for convenience stores or other convenience-oriented uses.
- ii. Required parking spaces reserved for persons with disabilities may not be located off-site.

b) Location

Off-site parking spaces shall be located within 660 feet from the primary entrance of the use served unless shuttle bus service is provided to the remote parking area.

c) Zoning Classification

Off-site parking areas shall be located within a district which would permit the use to which such parking is accessory.

d) Agreement

- i. In the event that an off-site parking area is not under the same ownership as the principal use served, a legally binding written agreement between the record owners of the property establishing the duration and conditions associated with the off-site parking.
- ii. An off-site parking agreement may be rescinded only if all required off-street parking spaces will be provided in accordance with this Zoning Code.

3) Shared Parking

The Administrator may allow shared parking facilities if the shared parking complies with all of the following standards:

a) Ineligible Activities

Required parking spaces reserved for persons with disabilities may not be located off-site.

b) Location

Shared parking spaces shall be located within 660 feet of the primary entrance of all uses served, unless shuttle bus service is provided to the parking area.

c) Zoning Classification

Off-site parking areas shall be located within a district which would permit the use to which such parking is accessory.

d) Shared Parking Study

Applicants shall submit a shared parking analysis to the Administrator that clearly demonstrates the feasibility of shared parking. The study shall address, at minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking for all uses that will be sharing the parking spaces.

e) Agreement

- i. A shared parking plan will be enforced through written agreement among all owners of record. An attested copy of the agreement between the owners of record shall be submitted to the Administrator.
- ii. A shared parking agreement may be rescinded only if all required off-street parking spaces will be provided in accordance with this Zoning Code.

4) Valet Parking

The Administrator may approve valet parking as a means of satisfying parking requirements if the valet parking meets all of the following standards:

- a) Adequate assurance of the continued operation of the valet parking is provided, such as a contractual agreement for valet services or the tenant's affidavit agreeing to provide such services.

- b) An equivalent number of valet spaces are available to replace the required parking spaces. Such valet spaces do not require individual striping, and may take into account the tandem or mass parking of vehicles.
- c) Valet parking drop-off locations shall meet the requirements for stacking areas.
- d) The design of the valet parking shall not cause customers who do not use the valet service to park off-premise or cause queuing in the right-of-way.

5) Recording of Approved Plans

An attested copy of an approved alternative parking plan and any associated agreements shall be recorded in the Portage County Register of Deeds Office. The applicant shall provide proof of recording prior to the final inspection.

6) Amendments

An alternative parking plan may be amended by following the same procedure required for the original approval.

i) Site Access

1) General Standards

- a) All buildings shall be located on a site abutting a public or private street.
- b) Unless otherwise approved by the City Engineer, all liner buildings must take vehicular access from within the site.
- c) Unless otherwise approved by the Administrator, all nonresidential sites abutting an arterial street must provide a shared access easement with a minimum paving width of 22 feet when abutting another mixed use or nonresidential property.
- d) No vehicle or obstacle may block driveways intended for use as a fire lane, or cross-access easement.

2) Access to Arterial Streets

- a) Direct driveway access from any lot to an existing or proposed arterial street shall be prohibited unless approved by the City Engineer.
- b) When a non-residential site is abutting an existing or proposed arterial street, access to the arterial street may be limited by one of the following means:
 - i. Driveway access between the site and an arterial street may be located no closer than 300 feet to any other proposed or existing intersecting arterial;
 - ii. Sites may be subdivided so as to provide access onto a frontage road; or
 - iii. Approval of driveway access between a site and the arterial at an interval less than those specified may be granted only by review and recommendation of the City Engineer.

3) Driveways for Residential Uses

- a) Alley Access Required

- i. When an improved alley is provided, all vehicular access shall take place from the alley. Access may be taken from the side street on corner lots.
- ii. All lots 40 feet or less in width are required to take vehicular access from a rear alley. In the event that a lot existing at the time of the effective date of this Zoning Code is less than 40 feet in width and does not abut an alley, then the lot may take vehicular access from the street.

b) Width of Driveways

- i. Residential driveways on lots less than 35 feet in width may be no less than eight feet and no more than 12 feet in width in the required front setback.
- ii. Residential driveways serving on lots greater than 35 feet in width may be no less than eight feet and no more than 20 feet in width in the required front setback.

c) Location of Driveways

- i. Unless otherwise approved or required by the City Engineer, non-alley loaded residential driveways may be no closer than 30 feet from any other driveway and no closer than three feet to any side lot line.
- ii. Unless otherwise approved or required by the City Engineer, non-alley loaded residential driveways may intersect a street no closer than 20 feet from the intersection of two street right-of-way lines and no closer than 50 feet from the intersection of an arterial street.

4) Driveways for Mixed Use and Non-Residential Uses

5) Alley Access Required

When an improved alley is provided, all vehicular access shall take place from the alley. Access may be taken from the side street on corner lots.

6) Width of Driveways

The width of a mixed use or commercial driveway may be no less than eight feet and no more than 30 feet in width.

7) Location of Driveways

- a) A platted lot shall be permitted the number of driveways identified in the table below. The City Engineer may approve or require additional driveways. Such determination shall consider site design, pedestrian and vehicle circulation, adjacent uses, topography, speed of traffic on adjacent roads, and other such considerations.

Total Site Frontage	Number of Driveways (max)
200 feet of frontage or less	1
201 feet to 400 feet of frontage	2
401 feet to 600 feet of frontage	3
601+ feet of frontage	4

- b) Mixed use or commercial driveways shall be separated by a distance not less than 150 feet measured centerline to centerline of the driveways. In the event that an infill lot is unable

to meet this separation requirement due to the location of existing driveways on adjacent lots, the infill lot shall be permitted one driveway.

- c) Unless otherwise approved or required by the City Engineer, the permitted driveway for a corner lot shall connect to the street with the lower roadway classification.
- d) Unless otherwise approved or required by the City Engineer, non-alley loaded mixed use driveways may intersect a street no closer than 50 feet from the intersection of two street right-of-way lines and no closer than 100 feet from the intersection of an arterial street.
- e) Mixed use or commercial driveway shall be contained entirely within the property frontage or as part of a joint access easement with an adjacent platted property.

j) Stacking

The following stacking standards shall apply unless otherwise expressly approved by the Administrator. The Administrator may require additional stacking spaces where trip generation rates suggest that additional spaces will be needed.

1) Minimum Number of Spaces

Off-street stacking spaces shall be provided as follows:

Facility	Spaces (min)	Measured From
Automated teller machine	3	Machine
Bank teller lane	4	Teller or window
Car lubrication stall	2	Entrance to stall
Car wash stall, automated	4	Entrance to wash bay
Car wash stall, hand-operated	3	Entrance to wash bay
Day care drop off	3	Passenger loading area
Parking area, controlled entrance	4	Key code box
Restaurant drive through	6	Order box
Restaurant drive through	2	Order box to pick-up window
Valet parking	3	Valet stand
School (public and private)	*	Determined by Administrator
Other	*	Determined by Administrator

2) Design and Layout

Required stacking spaces are subject to the following design and layout standards:

- a) Dimensions
Stacking spaces shall be a minimum of nine feet by 20 feet in size.
- b) Location
Stacking spaces shall not impede on- or off-site traffic movements or movements into or out of parking spaces.
- c) Design
Stacking spaces shall be separated from other internal driveways by raised medians if deemed necessary by the Administrator for traffic movement and safety.

15) Off-Street Loading

a) Loading Facilities Required

- 1) Off-street loading facilities shall be required for uses that regularly handle large quantities of goods, as determined by the Administrator. Loading facilities shall be of sufficient quantity to adequately serve the proposed use.
- 2) Any vehicle sales or rental facility or similar use requiring delivery of vehicles by truck shall demonstrate adequate on-site area exists for the loading and unloading of such trucks.
- 3) Any convenience store or similar use requiring deliveries by truck shall demonstrate adequate on-site area exists for the loading and unloading of such trucks.

b) Design and Layout

- 1) With the exception of designated downtown areas, loading and unloading activities shall not be permitted in any public right-of-way.
- 2) With the exception of designated downtown areas, loading and unloading activities may not encroach on or interfere with the public use of streets, sidewalks, and lanes by vehicles or pedestrians. Adequate space shall be made available for the unloading and loading of goods, materials, items, or stock for delivery and shipping.
- 3) Where off-street loading facilities are provided, they shall be not less than 15 feet in width by 40 feet in length, with not less than 15 feet of vertical clearance.
- 4) All loading areas shall be screened from view from public right-of-way and adjacent residential districts.

Definitions

Administrator - The person or office designated by the Common Council and charged with certain tasks including but not limited to interpreting the provisions of this Zoning Code, and other duties prescribed under this Zoning Code.

Arterial Street - Any street designated on the City's Comprehensive Plan as an arterial street or any street carrying more than 10,000 vehicles per day.

Caliper – The diameter of plant material, measured at six inches above grade.

Easement - A grant of one or more of the property rights by the owner to, or for the use by, the public, a corporation, or another person or entity.

Pervious Parking Surface - Parking surface which is engineered to allow the infiltration of water, air, and nutrients to root systems of adjacent plant material which lie directly under the ground. Loose gravel is not a pervious parking surface.