



Request for Proposal & Offers to Purchase
Historic Fox Theatre

1116-1128 Main Street
Stevens Point, WI 54481



ISSUE DATE:

March 16, 2020

PROPOSAL DUE DATE:

June 12, 2020 by 4:00 PM CST

Disclaimer

- A. The City of Stevens Point, as an Equal Opportunity Employer, requires all developers to affirm that they do not discriminate against individuals or firms because of their race, color, marital status, age, sex, national origin, disability, creed, or sexual orientation.
- B. All proposals submitted will become public information, and may be reviewed by anyone requesting to do so at that time.
- C. All proposals received by the City of Stevens Point in response to this RFP shall remain valid for one hundred twenty (120) days from the date of submittal.
- D. The City reserves the right to cancel or reissue the RFP, or to revise the timeline at any time. The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. The City may accept any proposal if such action is believed to be in the best interest of the City.
- E. The City is not liable for any cost incurred by the proposer prior to the execution of a development agreement.
- F. The development agreement between the successful proposer and the City of Stevens Point shall include all documents mutually entered into specifically, including the RFP, and the response to the RFP. The development agreement must include, and be consistent with, the provisions stated within the RFP.
- G. The project team shall be approved by the City of Stevens Point. The City must approve any changes to the project plan or team.

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Introduction

On behalf of the City Council of the City of Stevens Point, we are pleased to be offering this Request for Proposals (RFP) for the reuse and redevelopment of a culturally and historically significant building, the Fox Theatre, in beautiful Downtown Stevens Point, Wisconsin.

About Stevens Point

With a population of nearly 27,000, Stevens Point, WI is a thriving and economically viable community located along the shores of the Wisconsin River in the central part of the state. Stevens Point is the home to the University of Wisconsin-Stevens Point, Mid-State Technical College, and the Stevens Point Area School District. The community also serves as the economic engine and County Seat of Portage County (pop 70,000). The City's downtown area, park attractions, local businesses, and options for education bring life to the community. Five major roadways pass through Stevens Point, as well as Canadian National Railway's mainline and a municipal airport. The City also offers an abundance of recreational areas such as the Green Circle Trail and Ice Age National Scenic Trail, both of which run through or surround the City. Notably, the Green Circle Trail circles around the City and interconnects many of the major parks and trails such as Pfiffner Park along the Wisconsin River, the Stevens Point Sculpture Park, Schmeeckle Reserve, and Iverson Park. The majority of Stevens Points' employment falls within five categories: insurance, retail, manufacturing, government, and health care. Governed by a full-time Mayor and 11 elected alders, the City has seen an incredible resurgence of economic activity since 2010.

About the Fox Theatre

The Fox Theatre has a long, treasured, and unfortunate history in downtown Stevens Point. Built in 1894 for local businessman G.F. Andrae by architect Oscar Cobb, the Fox Theatre, originally known as "The Grand Opera House" was a center for culture and theatrical performances in the Stevens Point community until its closure in 1915. In 1920, the building reopened as "The Majestic Theatre" before remodeling to add a movie screen and an updated sound system. Subsequently, The Majestic Theatre was renamed in 1941 to what is presently known as "The Fox Theatre". The famous marquee was also added during the 1941 remodel. As part of the downtown mall development in the 1980's, the City condemned the original stage and dressing room area behind the silver screen and demolished it. The Fox Theatre was operated until 1986, when the doors were closed for good. In 1982, the Fox Theatre was put on the National Register of Historic Places.

Aspirations of renovating and reopening the Fox have come and gone since 1986. The Arts Alliance and subsequent organizations like CREATE Portage County have looked at the financial feasibility of restoring the theatre several times, with multiple fundraising attempts, of which none were successful.

Time and lack of maintenance took a toll on the Fox Theatre. In July 2019, seeing a failing truss system and water leakage over the theatre and an imminent threat to public safety, the City issued a raze order on the building. In December 2019, deconstruction of the theatre portion of the building began and subsequently the Theatre was sold to the City. However, the historic façade, entry, and 2nd story ballroom remains for reuse and redevelopment by the right partner with the City.



Request for Proposals

Background Information on Property

Address: 1116, 1124, 1128 Main Street Stevens Point, WI 54481

Building Size: ~3,500 sf in first and second floor (~7,000 sf total). Basement square footage is not included in this calculation.

Lot Size: 8,712 sf / .20 acres

Zoning: [B-3 Central Business District](#)

Amenities:

- Located in the heart of Historic Downtown Stevens Point along Main Street (~2,500 AADT)
- On-street parking along Main Street, City-owned parking lot behind the subject property
- Vehicular access to rear of subject property
- Public green space behind subject property
- Adjacent public transit station along Strongs Avenue
- Listed on the Register of Historic Places in 1982 (Appendix E) – Reference #82000698
- Access to City façade grant program

Environmental Concerns: The City has performed asbestos abatement consistent with WI-DNR requirements.

Donation Agreement: A 2013 Donation Agreement between the family of the original owners and the Arts Alliance of Portage County (former owner of the Fox Theatre) exists, but is unrecorded against the property. Said donation agreement regulates the types of uses allowed with the property. A copy of the agreement is included in Appendix D.

Known Concerns:

- As a former movie theatre, the main entrance (not the two store fronts) has a sloped floor from the entrance to Main Street to the back of the lobby.
- Roof has been temporarily patched, however, may need to be replaced as part of the redevelopment of the property.
- Roof truss system over remaining portion should be inspected to verify condition.
- Basement floor joists and supports should be inspected to verify condition.
- It is advised that the proposer perform a thorough inspection to verify the needs of the building.

As-Is: The City of Stevens Point is selling the property 'As-Is'.



Project Goals

The Fox Theatre has been the vocal point of the City's downtown for generations, this is a unique opportunity for both the City and the chosen developer to set the course for the future of the City's downtown through redevelopment and repurpose. Redevelopment of the Fox Theatre should expand the City's tax base, **add to the viability of downtown** by encouraging pedestrian activity, and **retain the historic façade**.

The City intends to enter into a development agreement and sell the property to the proposer whom demonstrates, through the proposal, interview, and financial capability to perform the proposal submitted.

Successful Proposals

Successful Proposals should be submitted no later than **June 12th, 2020 at 4:00 p.m.** and must include:

- 1 electronic copy submitted to rkernosky@stevenspoint.com
- 20 bounded copies submitted to:

City of Stevens Point
Community Development – c/o Fox Theatre Proposal
1515 Strongs Ave
Stevens Point, WI 54481

- An **Executive Summary** of the proposal that identifies:
 - A development team or individual with a successful track record of historic reuse and adaptation.
 - Proposal should include examples of previous work and references from municipalities, banking institutions, historians, tenants, and others whom the development team has work with on past projects.
 - The development team's organizational overview, including official registered names, key contact information for individuals authorized to enter into contractually binding agreements, and a brief history of the organization.
 - The developer's vision for the site and benefits of the proposed work for the surrounding commercial district and the community as a whole.
- An **Approach to Redevelopment or Adaptation** that identifies:
 - Intended use(s) of the subject property, including colored renderings of the proposed building, site designs and alternative designs, if applicable.
 - A timeline for redevelopment, including acquisition, improvements for redevelopment and tenant occupancy.
 - Estimated costs associated with proposal implementation, including a proforma indicating cash flow for the building.
 - Demonstration of financial capability to proceed with a redevelopment project.
 - Include the proposed purchase price of the property and any additional public money being requested as part of the development plan.
- Any **Additional Information** that you or your company feels necessary for the City to know when choosing the right partner for the redevelopment of the Fox Theatre.

Timeline for Proposals

Action	Date
Request for Proposals Issued	March 16, 2020
Interested Parties Walk Through	By Appointment – Contact RFP Representative
Final Submission for Questions	May 22, 2020
Proposals Due	June 12, 2020 by 4:00 PM CST
Selection Committee Reviews Proposals	June 8-13, 2020
Selection Committee Interviews Proposers	June/July 2020
Selection of Proposal Presented to Council	Fall 2020
Transfer of Property	Fall 2020

Scoring of Proposals

Item	Points Awarded
Proposal Includes a Use or Variety of Uses Which Complements the Historic Downtown	40
Proposer(s) History, Background, and Ability to Implement the Proposal, Minimizing Risk to the City	30
Proposal Maximizes Taxable Value to the City	20
Proposer(s) Purchase Price and Request for City Financial Assistance	10
Total	100

Contact for RFP

Ryan Kernosky
 Director of Community Development
 O: 715-346-1568
 C: 715-204-2030
 E: rkernosky@stevenspoint.com

All questions will be posted to the City's RFP Management Webpage, www.stevenspoint.com/fox throughout the process.

Appendix Documents

Appendix A: Legal Description of Property

1116 Main Street Stevens Point, WI 54481 described as follows:

Legal Description

The East Thirty (30) feet of Lot Six (6); the West Twenty-six (26) feet of Lots Seven (7) and Sixteen (16); the East Twenty (20) feet of the North Eighty-eight (88) feet of Lot Seventeen (17); the South Forty-four (44) feet of the East Fifty-five (55) feet of Lot Seventeen (17), and Sixty-four (64) square feet in the South East corner of the East Thirty-five (35) feet of the West Forty-five (45) feet of the North Eighty-eight (88) feet of Lot Seventeen (17) all in Block Twenty-nine (29), of Valentine Brown's Addition to the City of Stevens Point, Portage County, Wisconsin.

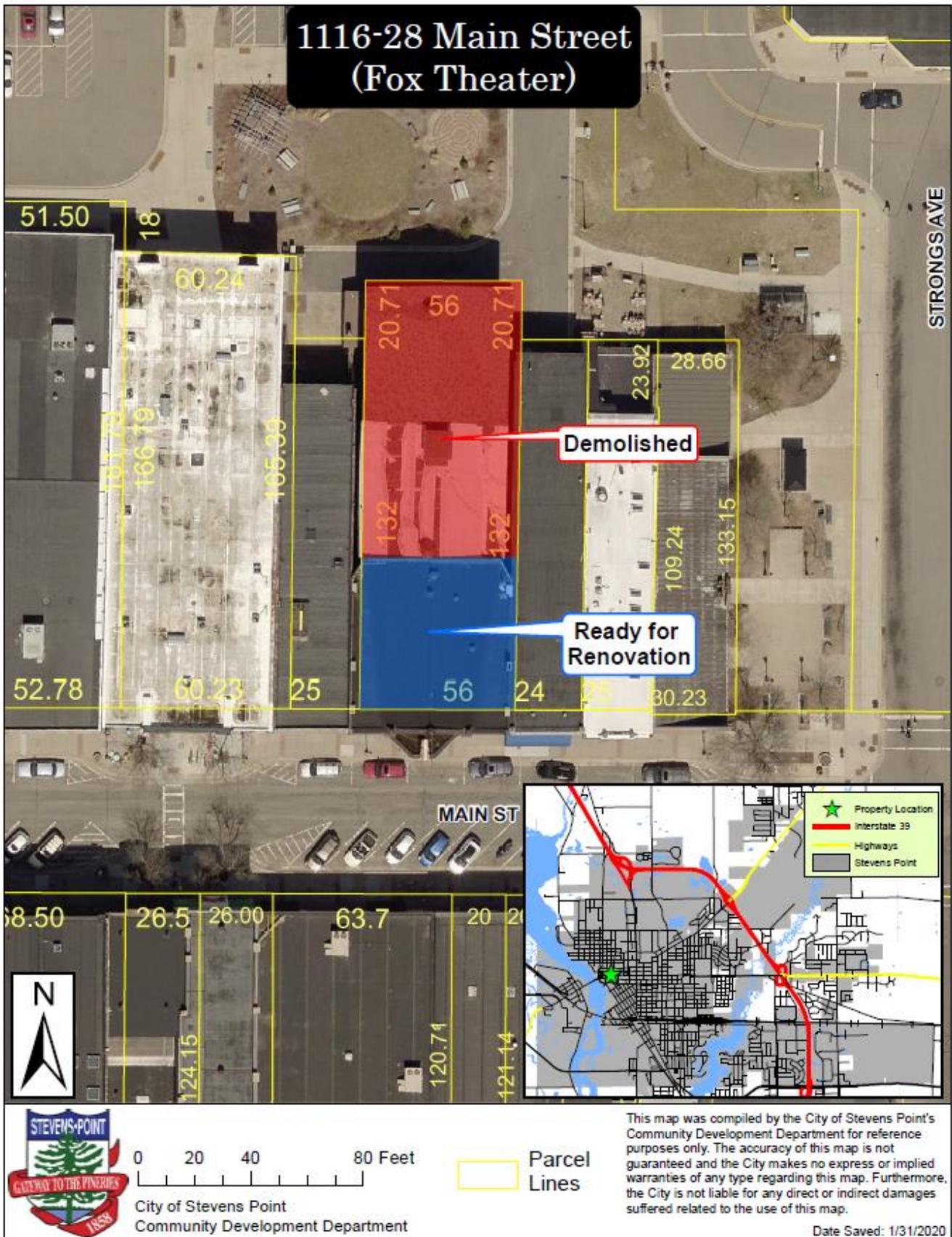
EXCEPT those lands conveyed to The Community Development Authority of the City of Stevens Point by Quit Claim Deed recorded January 25, 1985, in Volume 459, pages 094-096, as Document No. 381283, Portage County Registry Records.

Parcel Identification No.: 281240832202929.

Appendix B: Site Survey Post-Deconstruction

Note: City Engineering is finishing the site survey. It will be available to view online at www.stevenspoint.com/fox when able.

Appendix C: Aerial Maps of Surrounding Vicinity



Downtown Stevens Point, WI



0 150 300 600 Feet

City of Stevens Point
Community Development Department

Parcel Lines

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

Date Saved: 1/31/2020

Appendix D: Donation Agreement

DONATION AGREEMENT

This Donation Agreement (this "Agreement") is made and entered into effective the 5th day of October, 2012 (the "Execution Date"), by and between Jeanette L. Sanders, Ada A. Sanders, and Donald K. Sanders, Jr. and their assigns (collectively the "Donor") and the Arts Alliance of Portage County, Inc., a Wisconsin nonstock corporation ("Donee").

Article I

Donation and Conveyance of Fox Theatre

Section 1.1. Description of Real Estate. The exact legal description for the real estate to be donated (herein the "Fox Theatre") shall be as set forth in the title insurance commitment to be provided by Donor prior to Closing (as defined herein). The general legal description for the property to be donated (Fox Theatre) is found on Schedule 1.1 attached hereto and incorporated herein by reference; such real estate is commonly referred to as the "Fox Theatre."

Section 1.2. Donation and Acceptance. At Closing, Donor agrees to donate, assign, and convey to Donee all of Donor's right, title, and interest in and to the Fox Theatre, all improvements thereon (but not furniture and not such equipment, machinery and personal property as is not a fixture) as of the date of Closing, and Donee agrees to accept said donation (herein on occasion "Donation"), subject to the contingencies and terms and conditions contained herein,. Donor agrees that all property not conveyed to Donee either by gift or purchase will be removed from the Fox Theatre prior to Closing.

Section 1.3. Allocation of Donation. The parties agree that the total value of the Fox Theatre and such personal property at the Fox Theatre as may be donated at a future date will be determined by the parties prior to Closing (the "Donation") and that the Donation will be allocated by the parties among the real estate and personal property at Closing. The parties agree to prepare their respective tax reporting in a manner consistent with the agreed upon allocation at Closing.

Section 1.4. Conveyance of Real Estate. Donor agrees to convey the Fox Theatre to Donee at Closing by quit claim deed in a form substantially similar to the attached Exhibit A, with Donor to pay Donee at closing net real estate taxes which have accrued as of the date of Closing.

Section 1.5. Restrictive Covenant. Donee acknowledges and agrees that the conveyance of the Fox Theatre by Donor to Donee shall be subject to a restrictive covenant for a term of 20 years as to permissible uses and forbidden uses as found in the attached Schedule 1.2 which shall restrict the use of the Fox Theatre by Donee to those permitted uses agreed upon by Donor and Donee and some of which restrictions shall be recited in the deed of conveyance.

Article II

Closing

Section 2.1. Closing Date. The closing shall take place at the Anderson Law Firm, 1257 Main Street, Stevens Point, WI 54481, no later than December 15, 2012, or such other time and place agreed to by Donee and Donor in writing ("Closing").

Section 2.2. Deliveries at Closing.

(a) **Donor's Deliveries.** At or prior to Closing, Donor shall execute and deliver to Donee each of the following: (i) the original quit claim deed required by Section 1.4 above properly

executed as required by Wisconsin law; (ii) all detail for the requisite Wisconsin real estate transfer return required by Section 1.4 above; (iii) the owner's affidavit(s) in the form required by the title company for the issuance of a final title policy; (iv) such documents as may reasonably be required to substantiate for income tax purposes Donor's charitable contribution of the Fox Theatre and Donee's claim of a real estate property tax exemption for the Fox Theatre; (v) such additional documents as provided for herein or as may be reasonably required to close the transactions contemplated by this Agreement.

(b) **Donee's Deliveries.** At or prior to Closing, Donee shall deliver to Donor each of the following: (i) a resolution of the Donee's board of directors authorizing the acceptance of the Fox Theatre; (ii) such documents as may reasonably be required to substantiate for income tax purposes Donor's charitable contribution of the Fox Theatre and Donee's claim of a real estate property tax exemption for the Fox Theatre and (iii) such additional documents as provided for herein or as may be reasonably required to close the transactions contemplated by this Agreement.

Section 2.3. Closing Costs.

(a) **Donors' Closing Costs.** At Closing with regard to the Fox Theatre Donor shall pay (i) net real estate taxes for the calendar year 2012 which have accrued as of the date of Closing and (ii) any and all outstanding assessments, special or otherwise, that exist at or prior to the date of Closing; and (iii) any attorney fees or other expenses incurred by Donor in relation to this transaction.

(b) **Donee's Closing Costs.** At Closing with regard to the Fox Theatre, Donee shall pay: (i) all real estate transfer fees due; (ii) all recording fees; and (iii) any attorney fees or other expenses incurred by Donee in relation to this transaction.

(c) **Breach by Donee.** Notwithstanding the foregoing, in the event Donee breaches this Agreement, Donee shall pay to Donor one-half of the combined cost incurred by Donor directly related to: (i) the title insurance that Donor is required to provide pursuant to Section 3.1 below; and (ii) any appraisal of the value of the Donation.

Article III Contingencies

Section 3.1. Acceptable Title Contingency. Donor shall provide evidence of title to the Real Estate in the form of an owner's policy of title insurance in the amount of the Donation on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Donor shall pay all costs of providing title evidence. For purposes of Closing, title evidence will be deemed acceptable if the commitment for the required title insurance is delivered to Donee or Donee's attorney at least thirty (30) days prior to Closing, showing title to the Real Estate as merchantable, subject only to standard title insurance requirements and exceptions. If title is not acceptable for Closing, Donee shall notify Donor in writing of objections to title within ten (10) days of Donee's receipt of said commitment. Donor will have fifteen (15) days from Donor's receipt of Donee's written objections to remove the objections, and the time for Closing shall be extended as necessary for this purpose. In the event that Donor is unable to remove Donee's objections within the time provided, Donee shall have ten (10) days from the expiration of said fifteen (15) day period to deliver a written notice waiving Donee's objections. If Donee does not waive the objections within the time provided, this Agreement shall terminate.

Section 3.2. Document Review Contingency. Donee's obligation to accept the Real Estate is contingent upon Donor, no later than forty (40) days prior to Closing, providing Donee with copies of all surveys, easements, restrictive covenants, development agreements, deed restrictions, lease agreements, access rights or restrictions, annexations, driveway agreements, agreements or contracts for

signage, any appraisal performed of the Fox Theatre in the year 2012, and all other contracts and agreements affecting the Fox Theatre. If the terms and conditions of the foregoing documents affecting the Real Estate are not acceptable to Donee, then Donee shall notify Donor in writing of any objections within ten (10) days of Donee's receipt of said documents. Donor will have fifteen (15) days from Donor's receipt of Donee's written objections to remove the objections, and the time for Closing shall be extended as necessary for this purpose. In the event that Donors is unable to remove Donee's objections within the time provided, Donee shall have ten (10) days from the expiration of said fifteen (15) day period to deliver a written notice waiving Donee's objections. If Donee does not waive the objections within the time provided, this Agreement shall terminate.

Section 3.3. Real Estate Tax Exemption Contingency. Donee's obligation to accept the Real Estate is contingent upon Donee obtaining, at Donee's sole expense, satisfactory written assurances from the City of Stevens Point Assessor that the Real Estate will be exempt from all real estate taxes and special assessments for the calendar year 2013 and for ensuing years as a result of Donee's acquisition of the Fox Theatre and based on Donee's intended use thereof. If Donee is unable to obtain the satisfactory written assurance described above no later than ten (10) days prior to Closing, Donee may, at its option, terminate this Agreement and refuse to accept the Fox Theatre from Donor.

Section 3.4. Board Representation Contingency. The obligation of Donor to convey the Fox Theatre to Donee is contingent upon Donor and Donee entering into an agreement satisfactory to both parties prior to Closing, providing each Donor for a period of six (6) years with the right to membership in or representation on the board of directors or management committee of Donee or such other entity established by Donee to govern the use, maintenance, or support of the Fox Theatre.

Article IV Representations and Warranties

Section 4.1. Donor's Representations and Warranties. Donor hereby represents and warrants to Donee, that as of the Execution Date and continuing through the date of Closing as provided herein, the following are true and correct:

(a) **Authority.** Donor has the authority to execute and deliver this Agreement and to perform the actions required of Donor as described herein.

(b) **Validity.** This Agreement when executed and delivered by Donor will constitute the valid and binding obligation of Donor, enforceable in accordance with its terms, except only as limited by applicable bankruptcy, reorganization, insolvency and other similar laws presently or hereafter in force affecting the enforcement of creditors' rights generally and subject to general equitable principals limiting the right to obtain performance or other equitable relief.

(c) **No Conflict.** This Agreement and the transaction provided for herein, is not in violation of any contract, agreement, or order to which Donor is a party or is bound.

(d) **Litigation.** There are no lawsuits threatened or pending involving all or any portion of the Fox Theatre and no notice has been received by Donor of any condemnation proceedings or any building, zoning, or environmental violations which are threatened or pending.

(e) **Title.** Donor has good and marketable title to the Real Estate and the same shall be transferred at Closing.

Section 4.2. Donee's Representations and Warranties. Donee hereby represents, warrants, and covenants to Donor, that as of the Execution Date and continuing through the date of Closing as provided herein, the following are true and correct:

(a) **Organization and Authority.** Donee is a Wisconsin nonstock corporation duly organized, validly existing, and in good standing under the laws of the State of Wisconsin. Donee has full corporate power and authority to execute and deliver this Agreement and to perform the actions required of it pursuant to the terms of this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized and approved by all required corporate actions of Donee.

(b) **Validity.** This Agreement when executed and delivered by Donee will constitute the valid and binding obligation of Donee, enforceable in accordance with its terms, except only as limited by applicable bankruptcy, reorganization, insolvency and other similar laws presently or hereafter in force affecting the enforcement of creditors' rights generally and subject to general equitable principals limiting the right to obtain performance or other equitable relief.

(c) **No Conflict.** This Agreement and the transaction provided for herein, is not in violation of Donee's Articles of Incorporation, Bylaws, or any other contract, agreement, or order to which Donee is a party or is bound.

Section 4.3. Survival. The representations and warranties made by Donor and Donee herein shall survive Closing.

Article V Interpretation and Construction

Section 5.1. Governing Law and Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, and permitted assigns. Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

Section 5.2. Severability. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect except that such invalid or unenforceable provision, and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect insofar as is practicable the intention of the parties as set forth in this Agreement. Provided, that if such court is unable or unwilling to effect such reformation, the invalid or unenforceable provision shall be deemed deleted to the same extent as if it had never existed.

Section 5.3. Notice. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be given by personal delivery or mailed to the address designated below, or such other address as they may designate in writing, mailed by registered or certified mail, return receipt requested, with postage prepaid. Notices shall be deemed effective when personally delivered or when deposited in the United States mail in the manner described above.

If to Donors: Ms. Ada Sanders
1249 Clark Street
Stevens Point, WI 54481

If to Donee: Arts Alliance of Portage County, Inc.
c/o Attorney Torren Pies
1257 Main Street, P.O. Box 228
Stevens Point, WI 54481

Section 5.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this Agreement shall be binding on either party unless such amendment is in writing and is executed by authorized representatives of both parties to this Agreement. No provision of this Agreement shall be construed for or against either of the parties based on whether it or its representative drafted this Agreement. Time is of the essence in the performance of this Agreement. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

Section 5.5. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.

Section 5.6. Assignment. At any time prior to Closing, Donee may assign its rights under this Agreement to a limited liability company wholly owned by Donee, without the prior consent of Donor. At any time prior to Closing, Donor may assign their rights under this Agreement to a limited liability company wholly owned by Donor without the prior consent of Donee.

Section 5.7. Execution of this Donation Agreement. The signature page of this Donation Agreement may be signed in counterparts, by facsimile, or electronically, e.g. .pdf, and such signature pages assembled to form a properly and completely executed document.

[END OF PAGE]

**DONATION AGREEMENT
SANDERS-ARTS ALLIANCE
SIGNATURE PAGE**

The undersigned shall be deemed to have agreed to the terms and conditions of this Agreement as of the Execution Date.

DONOR:

Jeanette L. Sanders

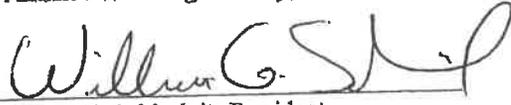
Ada A. Sanders

Donald K. Sanders, Jr.

DONEE:

Arts Alliance of Portage County, Inc.

By:



William G. Schierl, its President

**DONATION AGREEMENT
SANDERS-ARTS ALLIANCE
SIGNATURE PAGE**

The undersigned shall be deemed to have agreed to the terms and conditions of this Agreement as of the Execution Date.

DONOR:

Jeanette L. Sanders

Ada A. Sanders



Donald K. Sanders, Jr.

DONEE:

Arts Alliance of Portage County, Inc.

By: _____
William G. Schierl, its President

**DONATION AGREEMENT
SANDERS-ARTS ALLIANCE
SIGNATURE PAGE**

The undersigned shall be deemed to have agreed to the terms and conditions of this Agreement as of the Execution Date.

DONOR:

Jeanette I. Sanders

Ada A. Sanders

Ada A. Sanders

Donald K. Sanders, Jr.

DONEE:

Arts Alliance of Portage County, Inc.

By: _____
William G. Schierl, its President



**DONATION AGREEMENT
SANDERS-ARTS ALLIANCE
SIGNATURE PAGE**

Deleted: AND PURCHASE

The undersigned shall be deemed to have agreed to the terms and conditions of this Agreement as of the Execution Date.

DONOR:

Jeanette L. Sanders
Jeanette L. Sanders

Ada A. Sanders

Donald K. Sanders, Jr.

DONEE:

Arts Alliance of Portage County, Inc.

By: _____
William G. Schlerl, its President



**DONATION AGREEMENT
SANDERS-ARTS ALLIANCE**

Schedule 1.1

Fox Theatre

The East Thirty (30) feet of Lot Six (6); The West Twenty-six (26) feet of Lots Seven (7) and Sixteen (16); the East Twenty (20) feet of the North Eighty-eight (88) feet of Lot Seventeen (17); The South Forty-four (44) feet of the East Fifty-five (55) feet of Lot Seventeen (17), and Sixty-four (64) square feet in the South East corner of the East Thirty-five (35) feet of the West Forty-five (45) feet of the North Eighty-eight (88) feet of Lot Seventeen (17) all in Block Twenty-nine (29), of Valentine Brown's Addition to the Town, now City, of Stevens Point, Portage County, Wisconsin.

PIN: 281-24-0832-2029-29

Schedule 1.2

Permitted Uses and Forbidden Uses:

Permitted Uses:

Use for civic, governmental, cultural or educational purposes including but not limited to: movie theatre, stage for theatrical performances, art gallery, music studio, music hall, dance studio, school, restaurant, specialty food store, culinary arts, and general or related activities supporting arts, entertainment and culture including a restaurant.

Forbidden Uses:

Sexual-Oriented Business: Any business that, as one of its principal business purposes, offers for any form of consideration any entertainment, materials, or services that appeal to a prurient (lustful, lewd, or lascivious) interest in sex.

Gambling & Gaming Business: Any business that, as one of its principal business purposes, profits from wagers placed based on odds. Types of Gambling & Gaming Business include, but are not limited to, bingo hall, slot machine hall, casinos and games of chance.

Pawnshop Business: Any individual or business that offers secured loans to people, with items of personal property used as collateral.

Body Piercing Business: Any individual or business that sells piercings, a form of body modification, which is the practice of puncturing or cutting a part of the human body, creating an opening in which jewelry may be worn.

Tattoo Parlor: Any individual or business selling tattoos, a form of body modification, made by inserting indelible ink into the dermis layer of the skin to change the pigment.

Activities that are not civic, governmental, artistic, cultural or educational in nature.

Appendix E: National Register of Historic Places Nomination – 1982

United States Department of the Interior
National Park Service

National Register of Historic Places
Inventory—Nomination Form

For NPS use only
received JUN 18 1982
date entered

See instructions in *How to Complete National Register Forms*
Type all entries—complete applicable sections

1. Name

historic Grand Opera House

and/or common Fox Theater (preferred)

2. Location

street & number 1116-1128 Main Street not for publication

city, town Stevens Point vicinity of congressional district

state WI 54481 code 55 county Portage code 097

3. Classification

Category	Ownership	Status	Present Use	
<input type="checkbox"/> district	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agriculture	<input type="checkbox"/> museum
<input checked="" type="checkbox"/> building(s)	<input checked="" type="checkbox"/> private	<input type="checkbox"/> unoccupied	<input checked="" type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both	<input type="checkbox"/> work in progress	<input type="checkbox"/> educational	<input type="checkbox"/> private residence
<input type="checkbox"/> site	Public Acquisition	Accessible	<input checked="" type="checkbox"/> entertainment	<input type="checkbox"/> religious
<input type="checkbox"/> object	<input type="checkbox"/> in process	<input type="checkbox"/> yes: restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input checked="" type="checkbox"/> being considered	<input checked="" type="checkbox"/> yes: unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
	(see cont. sheet)	<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other:

4. Owner of Property

name Jeanette A. Sanders

street & number 1249 Clark Street

city, town Stevens Point vicinity of state Wisconsin 54481

5. Location of Legal Description

courthouse, registry of deeds, etc. City County Building

street & number 1515 Strongs Avenue

city, town Stevens Point state Wisconsin 54481

6. Representation in Existing Surveys (continued)

title WI Inventory of Historic Places has this property been determined eligible? yes no

date 1978 federal state county local

depository for survey records State Historical Society of Wisconsin, 816 State Street

city, town Madison state WI 53706

7. Description

Condition		Check one	Check one
<input type="checkbox"/> excellent	<input type="checkbox"/> deteriorated	<input type="checkbox"/> unaltered	<input checked="" type="checkbox"/> original site
<input checked="" type="checkbox"/> good	<input type="checkbox"/> ruins	<input checked="" type="checkbox"/> altered	<input type="checkbox"/> moved date _____
<input type="checkbox"/> fair	<input type="checkbox"/> unexposed		

Describe the present and original (if known) physical appearance

Located on Main Street in the heart of Stevens Point central business district, The Fox Theater's two story pressed brick facade is an integral part of the contiguous row of 19th century commercial facades which characterize the street scape in the area. The theater's street elevation is distinguished by the unusual height and shape of its center third, and the scale and clarity of surface articulation, fenestration, and decoration.

The facade is organized in three vertical sections. The center section contains the entrance to the theater which is under a pair of oversized double hung windows with stone transoms; above is a pressed metal tympanum with Neo Grec decoration and a peaked parapet with decorative cast iron coping culminating a large finial. On either side of this center section are slightly narrower sections each having paneled pressed metal cornices over tall, thin brick machicolations which are flanked by oversized cast iron brackets at the outer edges of the building, and turrets at these sections juncture with the center portion. Below each machicolation is a pair of transom-covered oversized windows similar to the larger center units. Continuous lintels and sills are of contrasting stone. The ground floor level treatment is asymmetrical owing to the application of commercial store fronts over original details and structure, which remains intact behind these alterations. The center portion of the ground floor contains the entrance to the theater, consisting of two pair of double doors (recessed some 10 feet from the building line) together with poster display cases both facing and perpendicular to the street. Materials consist of aluminum, clear and opaque glasses, and "carara glass." Access to the orchestra level and balcony of the auditorium is through the lobby which measures 60 feet in length, 12 feet in width, and 8 feet in height. The lobby is flanked by two 8 foot-wide straight run stairs, each having two intermediate platforms which lead to the balcony. The stairs are not open to the lobby except at the bottom where access to them is gained from the lobby. A concession area is at the distal end of the lobby where the lobby widens abruptly to allow access to the two seating aisles in the auditorium. The auditorium is 70 feet in length, 45 feet wide, 40 feet in height with seating for 570 on the orchestra level and 200 balcony level seats. The stage area is 45 feet wide, 50 feet deep by 60 feet high.

The lobby and the auditorium were remodeled in 1940, at which time a "modern" scheme, then currently in vogue, of surface treatment was effected in the lobby and the walls of the auditorium. Most of the surface decoration in the lobby has been obscured by successive redecorations, but the auditorium retains the horizontal bands of muted reds and grey on plaster walls.

The original plaster ceiling with its oval medallion suggests the original classical treatment of the interior.

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**



Continuation sheet Fox Theater-Stevens Point Item number 3, 6

Page 1 of 1

3. PUBLIC ACQUISITION:

City of Stevens Point wishes to acquire property for use in constructing a pedestrian link between Main Street and proposed mall to the north. City proposes demolition to accomplish this linkage. (see attached plan)

6. REPRESENTATION IN EXISTING SURVEYS:

Architectural Survey and Historic Preservation Potential Analysis for Central Stevens Point, Wisconsin, Pfaller, Herbst Associates
local

October, 1980

City of Stevens Point, 1515 Strongs Ave.
Stevens Point, WI 54481

8. Significance

Period	Areas of Significance—Check and justify below			
<input type="checkbox"/> prehistoric	<input type="checkbox"/> archeology-prehistoric	<input type="checkbox"/> community planning	<input type="checkbox"/> landscape architecture	<input type="checkbox"/> religion
<input type="checkbox"/> 1400-1499	<input type="checkbox"/> archeology-historic	<input type="checkbox"/> conservation	<input type="checkbox"/> law	<input type="checkbox"/> science
<input type="checkbox"/> 1500-1599	<input type="checkbox"/> agriculture	<input type="checkbox"/> economics	<input type="checkbox"/> literature	<input type="checkbox"/> sculpture
<input type="checkbox"/> 1600-1699	<input checked="" type="checkbox"/> architecture	<input type="checkbox"/> education	<input type="checkbox"/> military	<input type="checkbox"/> social/ humanitarian
<input type="checkbox"/> 1700-1799	<input type="checkbox"/> art	<input type="checkbox"/> engineering	<input type="checkbox"/> music	<input type="checkbox"/> theater
<input checked="" type="checkbox"/> 1800-1899	<input type="checkbox"/> commerce	<input type="checkbox"/> exploration/settlement	<input type="checkbox"/> philosophy	<input type="checkbox"/> transportation
<input type="checkbox"/> 1900-	<input type="checkbox"/> communications	<input type="checkbox"/> industry	<input type="checkbox"/> politics/government	<input checked="" type="checkbox"/> other (specify)
		<input type="checkbox"/> invention		

Reflects the history and development of the locality/association with
Specific dates 1894² (construction) **Builder/Architect** Oscar Cobb^{1, 2} **significant person**
1894-1916 (significance)

Statement of Significance (in one paragraph)

The Fox Theater is not only an example of late 19th century theater design but also as one of the significant events in the history and development of Stevens Point. It was commissioned by one of the city's most prominent residents and was the focus of the social and cultural life of the early city.

Architecture. In its late 19th century commercial form the Fox Theater is an example of a period of construction. With its prominent center parapet and cast iron cornices the theater is easily identified as a survivor of late 19th century commercial design. Its center finial, oversized Romanesque tympanum and elongated brick machicolations under the cornices refer to the lingering medieval vogue of the era. Inside, the original ceiling, with its oval plaster medallion, suggests the classical mode of the original decoration. The plainer walls, stage, and seating are evidence of the early 1940's remodeling which does not contribute to the architectural significance of the whole.

The Theater's architect, Oscar Cobb, was a widely known Midwestern theater architect. He is credited with a number of grand opera houses including those in Syracuse N.Y., St. Paul MN, Minneapolis MN, and the Grand Opera House, 1885, St. Louis.

History and Development of the locality. The Fox Theater was the first facility of its kind to be constructed in Stevens Point, and until the opening of the Lyric in 1916, the only theater in the city. As such it was the focus of much of the social and cultural life of the city. Traveling companies, local charity and civic theater productions, as well as general public gatherings were regular occurrences.³ Traveling companies such as the Winninger Brothers were regularly presented.⁴ Local charity and civic theater activities included presentations ranging from baby shows through the annual presentation of a festival of dancing and song known as the Kermis.^{5, 6} Notable among the various public gatherings taking place were speeches by Eugene V. Debs and William Jennings Bryan.⁷ In a similar vein, first facilities for what was to become the Stevens Point Public Library were housed in the theater building beginning in 1895.⁸ As early as 1925, remote broadcast of events presented in the theater were a regular feature of the University of Wisconsin Education radio station, WLBL.⁷ In 1931, the station's studios were moved from their Whiting Hotel location to the large hall above the theater. In 1920 the Hardware Mutual (now Sentry Insurance Co.), then recently established, obtained office space in the opera house.⁷

(continued)

9. Major Bibliographical References

1. Stevens Point Daily Journal.
2. Biographical Dictionary of American Architects, Los Angeles Hennessey & Ingalls, Inc., Henry F. Withey
3. A standard History of Portage County Wisconsin, The Lewis Publishing Co., Chicago IL

10. Geographical Data

Acreege of nominated property less than 1 acre

Quadrangle name Stevens Point

Quadrangle scale 1:24000

UMT References

A

1	6	2	9	4	7	2	0	4	9	3	3	0	7	0
Zone			Easting				Northing							

B

Zone			Easting				Northing							

C

Zone			Easting				Northing							

D

Zone			Easting				Northing							

E

Zone			Easting				Northing							

F

Zone			Easting				Northing							

G

Zone			Easting				Northing							

H

Zone			Easting				Northing							

Verbal boundary description and justification E 30F of lot 6 W 26F of lots 7 & 16 E 20F of N 88F of lot 17 S 44F of E 55F of lot 17-All in block 29, Val Brown addition. 64 sq. ft. in SE cor of E 35F of W 45F of N 88F of lot 17 block 29 Val Brown addition 211/30, 201/587

List all states and counties for properties overlapping state or county boundaries

state	code	county	code
-------	------	--------	------

state	code	county	code
-------	------	--------	------

11. Form Prepared By

name/title Jeaneatte L. Sanders - Owner

organization N/A

date 3/26/82

street & number 1249 Clark St.

telephone 715-344-2126

city or town

state

12. State Historic Preservation Officer Certification

The evaluated significance of this property within the state is:

national state local

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

State Historic Preservation Officer signature

Richard Henry

title Director, State Historical Society of Wisconsin

date 6/7/82

For NPS use only

I hereby certify that this property is included in the National Register

Barbara M. Dwyer

date 7/26/82

Keeper of the National Register

Attest:

date

Chief of Registration

United States Department of the Interior
National Park Service

National Register of Historic Places
Inventory—Nomination Form



Continuation sheet Fox Theater-Stevens Point Item number 8.

Page 1.

8. SIGNIFICANT STATEMENT

Association with significant person. G.F. Andrae, builder of the Fox Theater, was one of Stevens Point's most civic minded citizens. His biography indicates that Mr. Andrae was the leading merchant in Stevens Point and was also responsible for many of the commercial buildings which comprised Stevens Point's business district during his lifetime.⁹ Mr. Andrae was also instrumental in initiating construction of the city's hospital and organizing the first public library.⁸ Born in Germany in 1849, Andrae immigrated to New York in 1865, from which he went directly to Mayville, Wisconsin to join his kinsmen. A few years later, Andrae walked to Stevens Point and became a clerk in the store of Henry Hoeffler; it was not long thereafter that Andrae became a full partner. He died in 1910.

FOOTNOTES:

1. Stevens Point Daily Journal, August 12, 1893.
2. Biographical Dictionary of American Architects by Henry F. Withey, Hennessey & Ingalls, Inc., Los Angeles, 1970. p. 129
3. Stevens Point Daily Journal, September 15, 1894
4. Ibid., September 2, 1909
5. Ibid., July 20, 1895
6. Ibid., September 29, 1894
7. Ibid., June 28, 1958 (Centennial issue)
8. Ibid., June 22, 1895
9. A Standard History of Portage County Wisconsin. Lewis Publishing Co., Chicago & New York, 1919. v.II p. 444-5
10. Stevens Point Daily Journal, December 31, 1931.



FOX

PRIVATE LESSONS
FRI & SAT 7 & 900
SUN & THUR 8 00

Otterlee's
GIRTS & ACCBS

MOON FU SHOP

F

FOX THEATER. 1116-1124 Main St.,
Stevens Point, Portage Co.

WI 54481. Photo by D.K.

Sanders, 3/10/82. Negative:
see owner. View from Southeast.

Photo 1 of 2



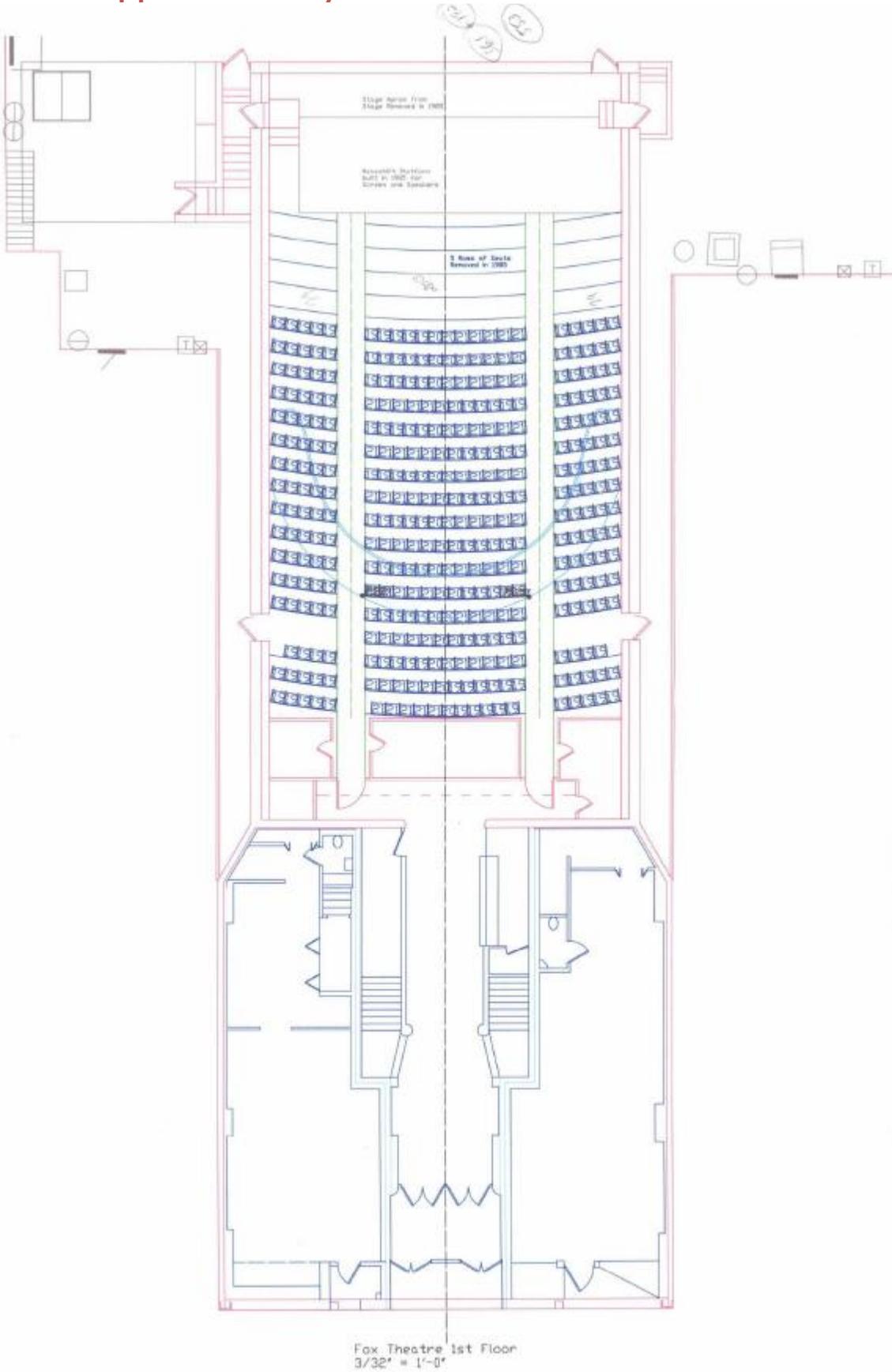
JEWELRY

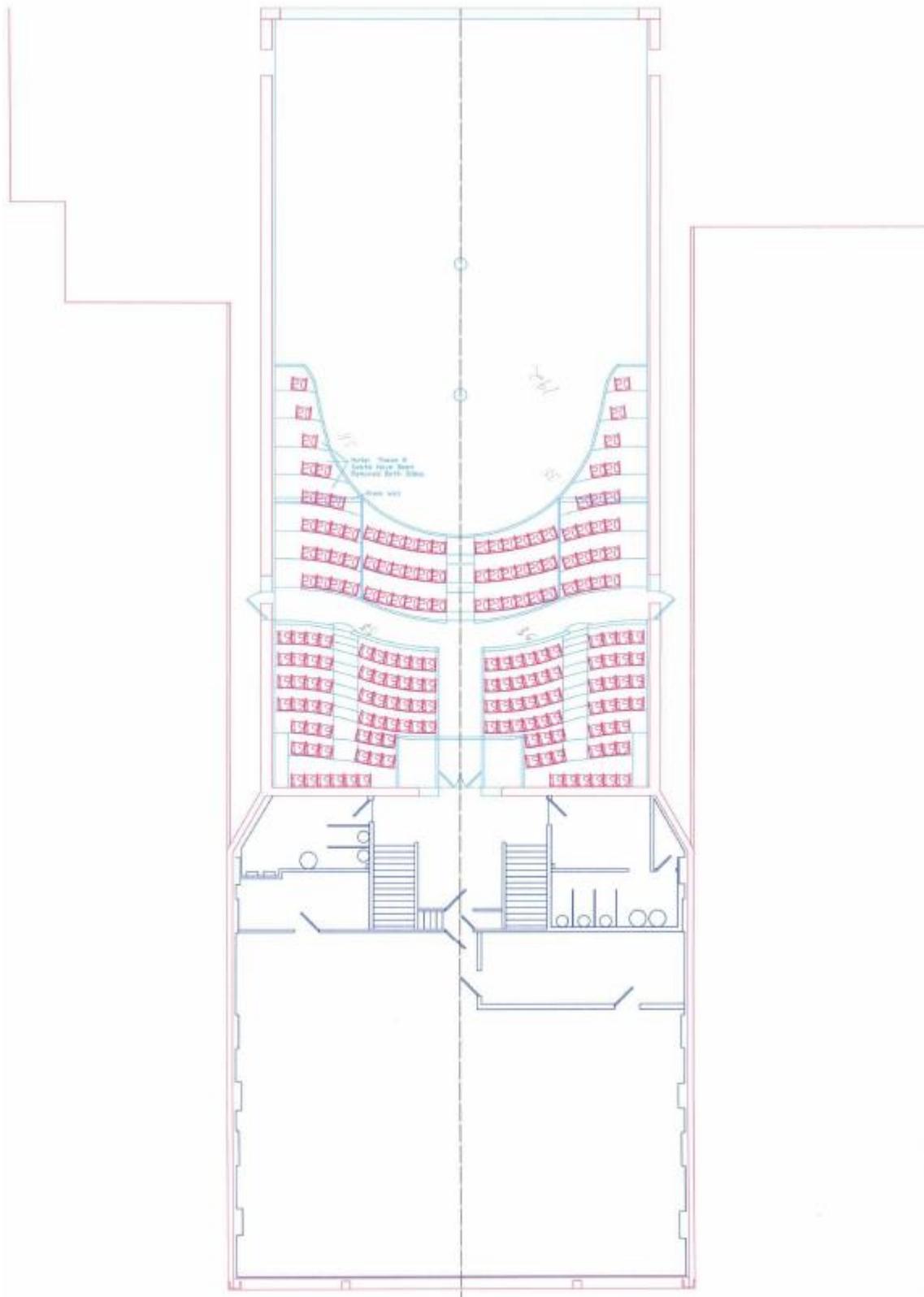


PRIVATE LESSONS
FRI & SAT 7 & 900
SUN + THUR 8 00

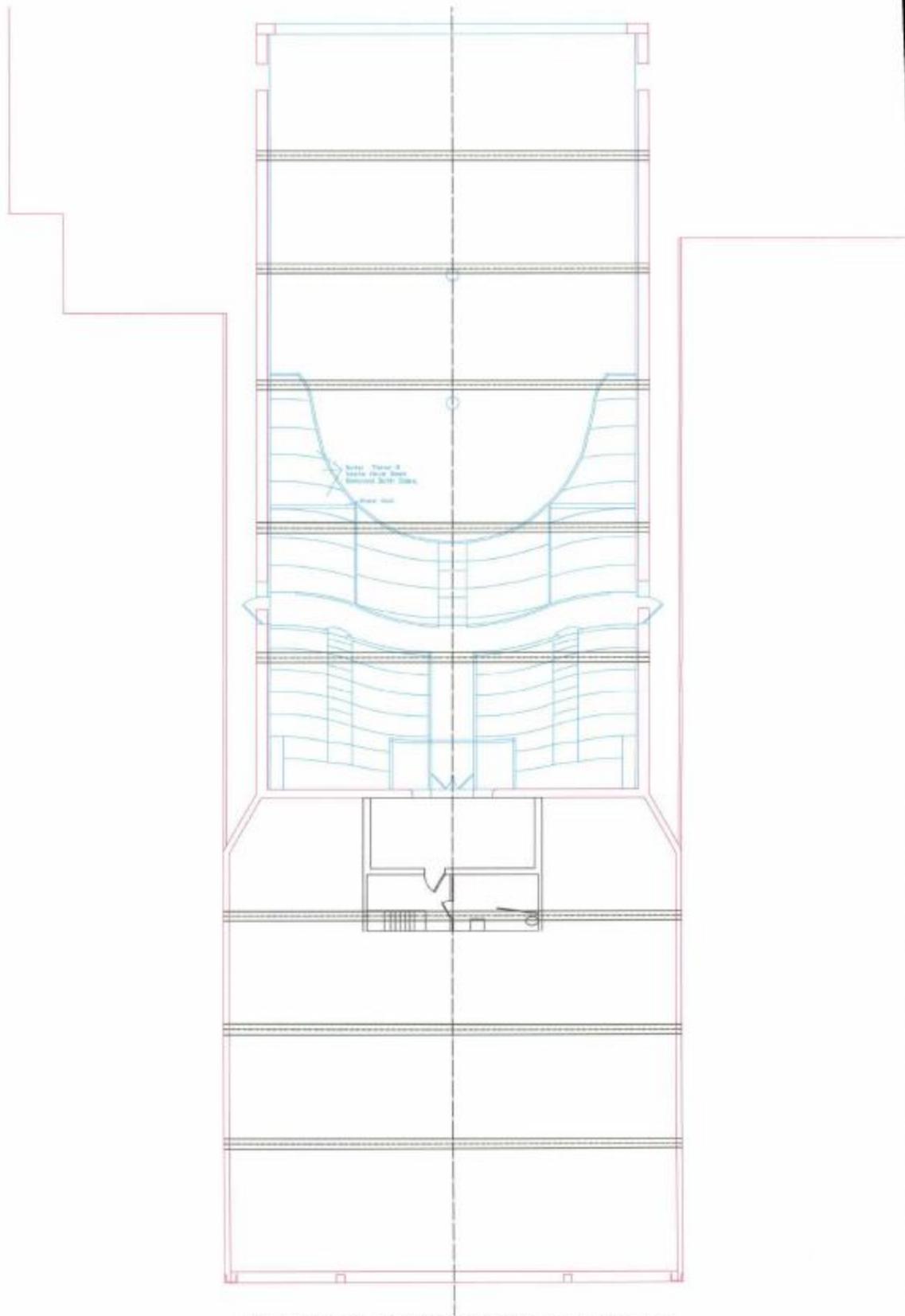
FOX. THEATER. 1116-1124 Main St.
Stevens Point, Portage Co.
WI 54481. Photo by D.K.
Sanders, 3/10/82. Negative: see
owner. View from South. Photo

Appendix F: Approximate Layout of Theatre





Fox Theatre 2nd Floor and Balcony
 $3/32" = 1'-0"$



Fox Theatre 3rd Floor Projection Room and Roof Trusses.
3/32" = 1'-0"