

**CITY OF STEVENS POINT
SPECIAL COMMON COUNCIL MEETING**

**Lincoln Center
1519 Water Street**

**April 8, 2013
5:30 P.M.**

- 1) Roll Call.
- 2) Resolution appropriating to the Community Development Authority of the City of Stevens Point funds in the amount of \$1,700,000 from note issued for purposes provided therein under restrictive conditions, i.e. Joint Agreement.
- 3) Motion to enter into closed session (approximately 5:35 p.m.) pursuant to section 19.85(1)(e) Wis. Stats., for the deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically relating to the following matters:
 - a) Warehouse development in the Portage County Business Park.
 - b) Negotiating the sale, transfer, and/or lease/rental of the following public properties:
 - i. Mid-State Technical College (Goerke Park site), 933 Michigan Avenue
 - ii. Current City Hall, 1515 Strongs Avenue
 - iii. Portage County Library, 1001 Main Street
 - iv. Lincoln Center, 1519 Water Street
 - c) Agreement with Boys & Girls Club.
 - d) Joint Dispatch Agreement with Portage County.
- 4) Reconvene into open session (approximately 5:55 p.m.) for possible action on the following:
 - a) Warehouse development in the Portage County Business Park.
 - b) Negotiating the sale, transfer, and/or lease/rental of the following public properties:
 - i. Mid-State Technical College (Goerke Park site), 933 Michigan Avenue
 - ii. Current City Hall, 1515 Strongs Avenue
 - iii. Portage County Library, 1001 Main Street
 - iv. Lincoln Center, 1519 Water Street
 - c) Agreement with Boys & Girls Club.
 - d) Joint Dispatch Agreement with Portage County.
- 5) Adjournment.

**JOINT MUNICIPAL AGREEMENT OF THE CITY OF STEVENS POINT AND
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT
FOR EDGEWATER MANOR**

WHEREAS, the City of Stevens Point, a municipal corporation, and the Community Development Authority (CDA) of the City of Stevens Point, a separate body politic and corporate, desire to enter into an agreement regarding appropriations of certain monies to the CDA to fulfill certain contract obligations which the CDA has incurred and to complete the downtown rehabilitation project; and

WHEREAS, the City of Stevens Point has or anticipates borrowing the sum of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) which sum would be appropriated to the CDA for such uses as provided above; and

WHEREAS, the CDA has contemplated the sale of property which it owns and controls, namely Edgewater Manor, located on Water Street within the City of Stevens Point more particularly described as follows:

Tax Parcel No. 281-2408-32-2019-33:

Lot 1 of Portage County Certified Survey Map No. 4934 as recorded in Volume 17, Page 189 of Portage County Certified Surveys; being Outlot 1 of Portage County Certified Survey Map No. 4859-17-114 and part of Blocks 24 and 25 of Strongs, Ellis & Others Addition; and Government Lot 2; located in Section 32, Township 24 North of Range 8 East in the City of Stevens Point, Portage County, Wisconsin.

Tax Parcel No. 281-2408-32-2019-35:

Lot 2 of Portage County Certified Survey Map No. 4934 as recorded in Volume 17, Page 189 of Portage County Certified Surveys; being Outlot 1 of Portage County Certified Survey Map No. 4859-17-114 and part of Blocks 24 and 25 of Strongs, Ellis & Others Addition; and Government Lot 2; located in Section 32, Township 24 North of Range 8 East in the City of Stevens Point, Portage County, Wisconsin.

WHEREAS, the City of Stevens Point desires to advise and consent to any proposed sale of such property by the CDA.

NOW THEREFORE, in consideration of the appropriation of such funds as described above to the Community Development Authority (CDA) of the City of Stevens Point, the CDA does hereby agree and acknowledge that the CDA will not transfer, convey, sell or otherwise dispose of Edgewater Manor, except leases by the CDA for the purpose of residential dwelling occupation of the building by individual tenants, without the advice and consent of the Common Council of the City of Stevens Point.

This agreement and covenant shall remain in full force and effect until mutually modified by both of the undersigned entities and shall run with the land. The City Clerk is directed to record this agreement in the Office of the Register of Deeds for Portage County.

Dated this _____ day of April, 2013 at Stevens Point, Wisconsin.

By: _____ CDA of the City of Stevens Point – Chairman

By: _____ CDA of the City of Stevens Point – Exec. Sec.

By: _____ City of Stevens Point – Mayor

By: _____ City of Stevens Point - Clerk

**RESOLUTION APPROPRIATING FUNDS
OF THE CITY OF STEVENS POINT, WISCONSIN**

BE IT RESOLVED pursuant to Section 2.19 of the Revised Municipal Code, the Common Council of the City of Stevens Point does hereby appropriate the anticipated funds in the amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) from a note issued for the purposes provided therein to the Community Development Authority (CDA) of the City of Stevens Point for completion of the project; on the condition that the CDA enters into a joint municipal agreement with the City of Stevens Point providing conditions on the transfer of Edgewater Manor by the CDA as set forth in the annexed agreement.

Adopted and approved this _____ day of April, 2013.

CITY OF STEVENS POINT, WISCONSIN

By: _____
Andrew J. Halverson, Mayor

(SEAL)

By: _____
John V. Moe, Clerk