

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF STEVENS POINT

1300 Briggs Court, Stevens Point, WI 54481

ADMINISTRATIVE OFFICE:  
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HI-RISE MANOR  
MADISON VIEW  
SCATTERED SITES  
EDGEWATER MANOR

Wednesday, April 17, 2013, 12:00 PM  
City Conference Room  
1515 Strongs Avenue, Stevens Point, WI 54481

1. Roll call.

Discussion and possible action on the following:

2. Report of the March 5, 2013 meeting.
3. Allowing \$12,000.00 of loan funds, as a result of a foreclosure at 276 2<sup>nd</sup> Street North, to be held and rolled over to a new family at this location.
4. Update on the CenterPoint MarketPlace redevelopment project.
5. Approval of joint municipal agreement of the City of Stevens Point and Community Development Authority of the City of Stevens Point for Edgewater Manor, and acceptance of funds in the amount of \$1,521,500.00 to be used for the purpose of completing the CenterPoint MarketPlace redevelopment project.
6. Approval of contracts with AECOM for the purpose of environmental assessment and remediation activities on the former CenterPoint MarketPlace site.
7. Acceptance of the recommendation by the Plan Commission on April 1, 2013 and the approval of the Historic Preservation / Design Review Commission decision on April 3, 2013 for the construction of municipal parking lot 16 and the extension of Strongs Avenue.
8. Authorization to bid out the construction of municipal parking lot 16 and the extension of Strongs Avenue.
9. Authorization for the Chairperson and Executive Director of the Community Development Authority of the City of Stevens Point to approve/execute contracts and payments relating to the activities to carry out the CenterPoint MarketPlace redevelopment project.
10. Adjourn.

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**PLEASE TAKE NOTICE** that any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the Community Development Authority Office at 1300 Briggs Ct., Stevens Point, WI 54481, (715) 341-3444 Ex. 24 as soon as possible to ensure a reasonable accommodation can be made.

**PLEASE TAKE FURTHER NOTICE** that a quorum of the Common Council may attend this meeting.





# Memo

**Michael Ostrowski, Director**  
Community Development Authority  
City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, WI 54481  
Ph: (715) 346-1567 • Fax: (715) 346-1498  
mostrowski@stevenspoint.com

## **Community Development Authority of the City of Stevens Point**

To: Community Development Authority Board of Directors  
From: Michael Ostrowski  
CC:  
Date: 4/11/2013  
Re: Agenda Item Summaries for April 17, 2013 CDA Board Meeting

1. Roll call.

Discussion and possible action on the following:

2. Report of the March 5, 2013 meeting.

The Board needs to approve the minutes from the prior meeting.

3. Allowing \$12,000.00 of loan funds, as a result of a foreclosure at 276 2<sup>nd</sup> Street North, to be held and rolled over to a new family at this location.

Please see the enclosed memo from Habitat for Humanity regarding this matter.

4. Update on the CenterPoint MarketPlace redevelopment project.

Enclosed you will find an updated breakdown of the individual costs that have been spent to date on this project.

The following is a summary of those costs:

<u>Actual</u>	<u>Balance</u>
Bond	\$5,965,000.00
Bond Costs	(\$103,991.00)
Construction	(\$725,636.06)
Design/Construction Management	(\$147,757.39)
Environmental	(\$72,647.91)
Insurance	(\$3,992.52)
Interest	\$8,910.47
Land Purchase	(\$2,509,190.00)
Legal	(\$125,067.47)
Maintenance	(\$57,629.00)
MSTC Construction	(\$2,100,000.00)
Miscellaneous	(\$73.25)
Utilities	(\$72,256.37)
<b>TOTAL</b>	<b>\$55,669.50</b>

- Approval of joint municipal agreement of the City of Stevens Point and Community Development Authority of the City of Stevens Point for Edgewater Manor, and acceptance of funds in the amount of \$1,521,500.00 to be used for the purpose of completing the CenterPoint MarketPlace redevelopment project.

The City has borrowed \$1.7 Million to finish the project. These funds will be used for environmental and parking lot costs. The CDA has received a grant from WEDC in the amount of \$178,500 to be used as a 30% match on the eligible environmental costs. Therefore, the Common Council has authorized the CDA to spend up to \$1,521,500 on the remaining project costs. As a condition of this funding, the CDA must get the Common Council's consent to transfer, convey, sell, or dispose of Edgewater Manor.

- Approval of contracts with AECOM for the purpose of environmental assessment and remediation activities on the former CenterPoint MarketPlace site.

Enclosed is a contract with AECOM related to the environmental work that will need to be performed on the site, relating to the former Dun-Rite Cleaners. This contract is in the amount of \$45,000.

- Acceptance of the recommendation by the Plan Commission on April 1, 2013 and the approval of the Historic Preservation / Design Review Commission decision on April 3, 2013 for the construction of municipal parking lot 16 and the extension of Strongs Avenue.

Please see the attach plan and Plan Commission minutes and parking lot plan.

- Authorization to bid out the construction of municipal parking lot 16 and the extension of Strongs Avenue.

Project specifications are being put together by the City's Public Works Department and will be ready to be released shortly. We would like your authorization to put the project out for bid.

9. Authorization for the Chairperson and Executive Director of the Community Development Authority of the City of Stevens Point to approve/execute contracts and payments relating to the activities to carry out the CenterPoint MarketPlace redevelopment project.

As we move towards finalizing this project, there will need to be several contracts and agreements approved on a regular basis. Contracts that can be brought back to the Board will, but when timelines need to be met, mainly due to environmental concerns, these contracts will need to be executed to keep the project moving and reduce costs.

10. Adjourn.

Report of the Community Development Authority of the City of Stevens Point

Wednesday, March 6, 2013, 12:00 PM  
City Conference Room  
1515 Strongs Avenue, Stevens Point, WI 54481

PRESENT: Chairperson Halverson, Alderperson Beveridge, Commissioner Adamski, Commissioner Molski, Commissioner Cooper, and Commission Hansen.

Excused: Commissioner Onstad.

ALSO PRESENT: Executive Director Michael Ostrowski, Kris Pethick, Brandi Makuski, and Kevin Lu.

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INDEX:

1. Roll call.

Discussion and possible action on the following:

2. Reports of the January 10, 2013 and January 23, 2013 meetings.
3. Resolution - Authorization to apply for, and accept if awarded, Wisconsin Department of Natural Resources Ready For Reuse Program Funds for environmental activities on the former CenterPoint MarketPlace site.
4. Authorization for the Executive Director to draft and release a single request for proposals, or multiple requests for proposals for the purchase/lease and redevelopment of the property located at 1101 CenterPoint Drive (former Duhnam's Sports), and the property located to the east of 1101 Centerpoint Drive.
5. Allowing the refinance of a mortgage for David and Autumn Lambert, 2015 Illinois Avenue.
6. Adjourn.

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1. Roll call.

**Present: Halverson, Beveridge, Adamski, Molski, Cooper, and Hansen.**

**Not Present: Onstad.**

2. Reports of the January 10, 2013 and January 23, 2013 meetings.

**Motion by Commissioner Cooper to approve the reports; seconded by Commissioner Adamski.  
Motion carried 6-0.**

3. Resolution - Authorization to apply for, and accept if awarded, Wisconsin Department of Natural Resources Ready For Reuse Program Funds for environmental activities on the former CenterPoint MarketPlace site.

Director Ostrowski stated that this was another grant application for the CenterPoint MarketPlace site. This grant would fund up to \$200,000, with a 22% match. Match funds could come from other grant sources or the borrowing.

**Motion by Commissioner Hansen to approve the resolution to apply for, and accept if awarded, funds from the Wisconsin Department of Natural Resources for environmental activities at the former CenterPoint MarketPlace site; seconded by Molski.**

**Roll call:**

- **Ayes – Halverson, Beveridge, Adamski, Molski, Cooper, and Hansen.**
- **Nays – None.**

**Motion carried 6-0.**

4. Authorization for the Executive Director to draft and release a single request for proposals, or multiple requests for proposals for the purchase/lease and redevelopment of the property located at 1101 CenterPoint Drive (former Duhnam's Sports), and the property located to the east of 1101 Centerpoint Drive.

Director Ostrowski stated that he would like to start drafting an RFP for the purchase/lease and redevelopment of the former Dunham's Sports property, as well as the property to the east of this site. He would recommend drafting two separate RFPs, just in cast a developer would only want one property. The format would be similar to the Edgewater RFP, with a minimum of 60 days for the public to submit proposals.

**Motion by Alderperson Beveridge to approve the drafting and release of RFPs for the identified sites; seconded by Commissioner Hansen. Motion carried 6-0.**

5. Allowing the refinance of a mortgage for David and Autumn Lambert, 2015 Illinois Avenue.

Kris Pethick from CAP Services explained that this request is before you because the total value of the loan will exceed the value of the property. The new interest rate will be 3.75%, compared to the current 5%. She also stated that the property taxes would be escrowed.

**Motion by Commissioner Cooper to approved the subordination; seconded by Alderperson Beveridge. Motion carried 6-0.**

6. Adjourn.

**Meeting adjourned at 12:08 PM.**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date



March 18, 2013

RE: Habitat Foreclosure

The following summarizes the mortgage history of the property at 276 2<sup>nd</sup> Street North, Stevens Point, WI 54481.

The mission of Central Wisconsin Habitat for Humanity (CWHfH) is to provide decent housing for families in need. CWHfH has, in part, been able to achieve this goal due to a long partnership with the Stevens Point CDA and Cap Services.

Unfortunately, we have found that in this case our mission is best served by foreclosing on this property and selling it to another family. CWHfH did not enter into this decision lightly, and we have attempted on numerous occasions to work with the family to keep them in the home.

The sheriff's sale for the foreclosure is scheduled for May 20, 2013.

Including the outstanding mortgage, legal costs, and property tax and insurance that CWHfH has paid, CWHfH is owed nearly \$30,000.00.

Additionally CAP Services is owed \$5,000.00, and the CDA owed \$12,000.00.

CAP Services has graciously offered to roll their \$5,000.00 to a new family when we sell the house.

It is hope that the CDA will also roll their funds to a new family.

It is our intent to bid enough to cover both CWHfH's and CAP Services outstanding balances. If the CDA will roll their funds back to us we will also include the CDA's outstanding balance in our bid.

Thanks again for your support.

Tom Macak

President, CWHfH

[Tom01@centralwisconsinhabitat.org](mailto:Tom01@centralwisconsinhabitat.org)



This is a summary for certain property located at **276 2<sup>nd</sup> Street North, Stevens Point WI 54481** (“Property”), as of this 18<sup>th</sup> day of February, 2013 concerning Central Wisconsin Habitat for Humanity (“Mortgagee”) and Holly Gorell (aka Holly Zoromski) (“Maker”).

### RECITALS

- A. Maker signed a Promissory Note and Mortgage for the Property with the Mortgagee on May 1, 2004.
- B. On or about January 2, 2012 the Mortgagee received a check for \$1,200.00 (one thousand two hundred dollars) from the Maker.
- C. On or about January 9, 2012 the Mortgagee was informed by their bank that the Maker had stopped payment on the checked noted in part C.
- D. On January 24, 2012 the Maker verbally promised to pay the Mortgagee \$1,100.00 (one thousand one hundred dollars) by the end of the week, that date being January 27 2012.
- E. As of February 9, 2012 Maker was in arrears on the Mortgage/Note for a period of five months in the amount of \$1,940.00 (one thousand nine hundred forty dollars). This amount included both principal and escrow.
- F. As of March 18, 2013 the payment promised in part D has not been received by the Mortgagee.
- G. As of March 18, 2013 the most recent payment was received September 21, 2011.
- H. As of March 18, 2013, the Maker was in arrears on the mortgage for 17 months in the amount of \$2,872.66 (two thousand eight hundred seventy-two dollars and sixty-six cent), and in arrears in escrow in the amount of \$4,791.11 (four thousand seven hundred ninety-one dollars and eleven cents).
- I. The Mortgagee has attempted, to no avail, to restructure the mortgage with the Maker, the last attempt being February 10, 2012.
- J. The Mortgagee began foreclosure proceedings, and the Sheriff’s sale is scheduled for May 20, 2013.

Mall	Account Number	Date	Client	Type	Description	Revenue	Expense
Yes		1/1/11	2011 Interest	Interest		\$6,573.13	
Yes		1/1/11	Interest	Interest		\$653.96	
Yes		3/30/11	Community Development Authority	Bond	Bond	\$5,965,000.00	
Yes	416.51.19850.5000	6/1/11	Keypoint Partners	Legal	Witness		(\$3,000.00)
Yes	416.57.70900.5000	6/25/11	Stevens Point Water and Sewer	Utilities			(\$262.59)
Yes	416.57.70900.5000	9/6/11	Community Development Authority	Land Purchase	Former Dunham's Sports lease/purchase		(\$575,000.00)
Yes	416.57.70900.5000	10/12/11	Community Development Authority	Land Purchase	Mall purchase		(\$890,220.04)
Yes	416.57.70841.8700	10/14/11	Foley & Lardner LLP	Legal			(\$10,282.55)
Yes	416.57.70900.5000	10/23/11	Charter Communications	Utilities			(\$186.73)
Yes	416.57.70900.5000	10/25/11	Veolia	Utilities			(\$148.39)
Yes	416.57.70900.5000	11/1/11	Peter Jirous	Maintenance			(\$3,886.00)
Yes	416.57.70900.5000	11/1/11	H&S Protection Systems	Utilities	Mall security		(\$120.38)
Yes		11/3/11	City of Stevens Point	Bond Costs	Bond issuance costs		(\$103,991.00)
Yes	416.57.70900.5000	11/25/11	Veolia	Utilities			(\$236.65)
Yes	416.57.70900.5000	11/29/11	Altmann Construction	Maintenance	Repair to Dunham's entrance		(\$4,320.00)
Yes	416.57.70841.8700	12/1/11	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
Yes	416.57.70900.5000	12/12/11	Esser Glass	Maintenance			(\$395.00)
Yes	416.57.70900.5000	12/23/11	Charter Communications	Utilities			(\$187.17)
Yes	416.57.70900.5000	12/25/11	Veolia	Utilities			(\$148.87)
Yes	416.57.70900.5000	12/29/11	Stevens Point Water and Sewer	Utilities			(\$205.47)
Yes	416.57.70900.5000	12/29/11	Stevens Point Water and Sewer	Utilities			(\$111.67)
Yes	416.57.70900.5000	12/31/11	Wisconsin Public Service	Utilities			(\$23,265.39)
Yes	416.57.70900.5000	1/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
Yes		1/1/12	2012 Interest	Interest		\$1,683.38	
Yes	416.51.19850.5000	1/12/12	John Gardner	Legal			(\$810.00)
Yes	416.57.70900.5000	1/23/12	Charter Communications	Utilities			(\$188.02)
Yes	416.57.70900.5000	1/24/12	Keypoint Partners	Legal	Witness		(\$1,200.00)
Yes	416.57.70900.5000	1/25/12	Veolia	Utilities	Garbage		(\$148.55)
Yes	416.57.70900.5000	1/31/12	Gone West	Maintenance	Snow plowing		(\$6,364.00)
Yes	416.57.70900.5000	2/1/12	1201 Third Court LLC	Land Purchase	Mall appraisal		(\$7,000.00)
Yes	416.57.70900.5000	2/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
Yes	416.57.70900.5000	2/1/12	H&S Protection Systems	Utilities	Mall security		(\$120.38)
Yes	416.51.19850.5000	2/6/12	Wisconsin Public Service	Utilities			(\$12,774.94)
Yes	416.57.70900.5000	2/22/12	Foley & Lardner LLP	Legal			(\$50,729.58)
Yes	416.57.70900.5000	2/23/12	Charter Communications	Utilities			(\$188.09)
Yes	416.57.70900.5000	2/25/12	Veolia	Utilities			(\$148.87)
Yes	416.57.70900.5000	2/28/12	Gone West	Maintenance	Snow plowing		(\$2,714.50)
Yes	416.57.70900.5000	2/29/12	Gone West	Maintenance	Salt		(\$4,675.00)
Yes	416.57.70900.5000	2/29/12	Gone West	Maintenance	Snow plowing		(\$645.00)
Yes	416.57.70841.8700	3/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
Yes	416.57.70900.5000	3/1/12	Wisconsin Public Service	Utilities			(\$11,777.69)
Yes	416.57.70900.5000	3/14/12	Chase	Miscellaneous	Misc.		(\$73.25)
Yes	416.57.70900.5000	3/19/12	Foley & Lardner LLP	Legal			(\$41,921.34)
Yes	416.57.70900.5000	3/23/12	Charter Communications	Utilities			(\$188.09)
Yes	416.57.70900.5000	3/26/12	Stevens Point Water and Sewer	Utilities			(\$99.53)
Yes	416.57.70900.5000	3/26/12	Stevens Point Water and Sewer	Utilities			(\$55.00)

Yes	416.57.70900.5000	3/31/12	Gone West	Maintenance	Snow plowing		(\$617.00)
Yes	416.57.70900.5000	4/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
Yes	416.57.70900.5000	4/16/12	Foley & Lardner LLP	Legal			(\$9,221.12)
Yes	416.57.70900.5000	4/23/12	Charter Communications	Utilities			(\$187.93)
Yes	416.57.70900.5000	5/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$500.00)
Yes	416.57.70900.5000	5/1/12	Wisconsin Public Service	Utilities			(\$1,234.71)
Yes	416.57.70900.5000	5/1/12	H&S Protection Systems	Utilities	Mall security		(\$120.38)
Yes	416.57.70900.5000	5/3/12	Wisconsin Public Service	Utilities			(\$1,234.71)
Yes	416.57.70900.5000	5/4/12	Community Development Authority	Land Purchase	Return of acquisition money	\$890,220.04	
Yes	416.57.70900.5000	5/11/12	Community Development Authority	Land Purchase	TO RCL AMTS TO PROPER G/L ACCT PER J. SCHLICE		(\$1,925,000.00)
Yes	416.57.70900.5000	5/22/12	Foley & Lardner LLP	Legal			(\$4,550.00)
Yes	416.57.70900.5000	6/1/12	Wisconsin Public Service	Utilities			(\$1,424.19)
Yes	416.57.70900.5000	6/4/12	Rettler Corporation	Design/Construction Management			(\$10,080.00)
Yes	416.57.70900.5000	6/7/12	Community Development Authority	Insurance			(\$3,992.52)
Yes	416.57.70900.5000	6/7/12	Foley & Lardner LLP	Legal			(\$132.38)
Yes	416.57.70900.5000	6/19/12	Rettler Corporation	Design/Construction Management	Third Steet project		(\$30,600.00)
Yes	416.57.70900.5000	6/23/12	Charter Communications	Utilities			(\$192.15)
Yes	416.57.70900.5000	6/25/12	Stevens Point Water and Sewer	Utilities			(\$812.86)
Yes	416.57.70900.5000	6/25/12	Stevens Point Water and Sewer	Utilities			(\$381.80)
Yes	416.57.70900.5000	6/25/12	Stevens Point Water and Sewer	Utilities			(\$104.03)
Yes	416.57.70900.5000	6/25/12	Stevens Point Water and Sewer	Utilities			(\$99.80)
Yes	416.57.70900.5000	6/25/12	Stevens Point Water and Sewer	Utilities			(\$99.80)
Yes	416.57.70900.5000	6/25/12	Stevens Point Water and Sewer	Utilities			(\$61.74)
Yes	416.57.70900.5000	6/25/12	Stevens Point Water and Sewer	Utilities			(\$61.74)
Yes	416.57.70900.5000	7/1/12	Wisconsin Public Service	Utilities			(\$1,867.60)
Yes	416.57.70900.5000	7/10/12	Portage County Register of Deeds	Land Purchase			(\$30.00)
Yes	416.57.70900.5000	7/23/12	Charter Communications	Utilities			(\$191.99)
Yes	416.57.70900.5000	7/25/12	Rettler Corporation	Design/Construction Management	Third Steet project		(\$10,140.00)
Yes	416.57.70900.5000	7/26/12	Rettler Corporation	Design/Construction Management	Third Steet project		(\$4,935.00)
Yes	416.57.70900.5000	7/27/12	MidState Lock and Safe Inc.	Maintenance			(\$12.50)
Yes	416.51.19850.5000	8/1/12	AECOM	Environmental			(\$4,358.84)
Yes	416.57.70900.5000	8/1/12	Wisconsin Public Service	Utilities			(\$2,145.17)
Yes	416.57.70900.5000	8/6/12	AT&T	Construction	Disconnection of utilities.		(\$1,508.13)
Yes	416.57.70900.5000	8/20/12	Rettler Corporation	Design/Construction Management			(\$40,382.57)
Yes	416.57.70900.5000	8/23/12	Charter Communications	Utilities			(\$191.59)
Yes	416.57.70900.5000	8/24/12	Stevens Point Water and Sewer	Utilities			(\$580.44)
Yes	416.57.70900.5000	8/24/12	Stevens Point Water and Sewer	Utilities			(\$376.89)
Yes	416.51.19850.5000	8/27/12	Infra-Con	Construction	Abestos testing		(\$1,600.00)
Yes	416.51.19850.5000	8/29/12	AECOM	Environmental			(\$2,448.35)
Yes	416.57.70900.5000	9/3/12	Wisconsin Public Service	Utilities			(\$2,363.37)
Yes	416.57.70900.5000	9/13/12	Stevens Point Water and Sewer	Utilities			(\$2,300.00)
Yes	416.57.70900.5000	9/17/12	Foley & Lardner LLP	Legal			(\$3,220.50)
Yes	416.51.19850.5000	9/18/12	Rettler Corporation	Design/Construction Management			(\$7,507.67)
Yes	416.51.19850.5000	9/19/12	Van Ert Electric Company	Construction			(\$6,062.38)
Yes	416.57.70900.5000	9/27/12	Stevens Point Water and Sewer	Utilities			(\$277.50)
Yes	416.57.70900.5000	9/27/12	Stevens Point Water and Sewer	Utilities			(\$123.00)
Yes	416.57.70900.5000	9/27/12	Stevens Point Water and Sewer	Utilities			(\$123.00)



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

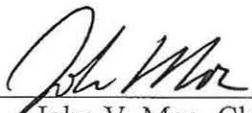
BE IT RESOLVED pursuant to Section 2.19 of the Revised Municipal Code, the Common Council of the City of Stevens Point does hereby appropriate the anticipated funds in the amount of One Million Five Hundred Twenty-one Thousand Five Hundred Dollars (\$1,521,500.00) from a note issued for the purposes 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 8 day of April, 2013.

CITY OF STEVENS POINT, WISCONSIN

By:   
Andrew J. Halverson, Mayor

(SEAL)

By:   
John V. Moe, Clerk

April 8, 2013

Michael Ostrowski  
Community Development Director  
Community Development Authority of the City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, Wisconsin 54481

Dear Mr. Ostrowski:

I am very pleased to inform you that the Community Development Authority of the City of Stevens Point has been awarded a Brownfield Grant of up to One Hundred Seventy Eight Thousand Five Hundred dollars (\$178,500) to assist in environmental remediation activities that will take place on the 16.7 acre project site located at 1201 Third Court in the City of Stevens Point.

The Wisconsin Economic Development Corporation (WEDC) is looking forward to participating in an environmental cleanup project that will help convert an underutilized contaminated mall property to the new location of Mid-State Technical College. The Community Development Authority's effort to perform extensive remediation work that will render the site safe from contact risk and vapor intrusion is very commendable.

Grant funds have been approved to reimburse eligible remediation expenses incurred on or after April 8, 2013. Al Rabin of the Finance and Administration Division will be contacting you very soon to develop a contract and discuss reimbursement procedures. Please contact Al at (608)210-6818 if you have any questions regarding the Brownfield Grant award.

Congratulations and thank you for your major commitment to help revitalize the former CenterPoint Mall into a new campus that will open its doors in January of 2014. The completion of this very important project will help fulfill the City's plans for an adaptive reuse of a large prominent brownfield site in the central business district.

Sincerely,



Ryan Murray  
COO / Deputy Secretary



201 W. Washington Avenue  
Madison, WI 53703

P.O. Box 1687  
Madison, WI 53701

608.210.6700  
855-INWIBIZ  
inwisconsin.com

**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 Five Hundred Twenty-one Thousand Five Hundred Dollars (\$1,521,500.00) 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 Strong's, 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 Strong's, 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



April 9, 2013

Michael Ostrowski, Director  
Community Development Authority  
City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, WI 54481

Subject: **Amendment No. 1 to Proposal for Environmental Services  
Site Investigation and Remedial Action  
Former Dun-Rite Cleaners  
CenterPoint MarketPlace Redevelopment  
Stevens Point, Wisconsin  
WDNR BRRTS No. 02-50-559009  
AECOM Project No. 60282270**

Dear Michael,

AECOM is submitting Amendment No. 1 to our proposal, dated November 16, 2012, to provide environmental services to the Stevens Point Community Development Authority (CDA) associated with the CenterPoint MarketPlace Redevelopment project. Our amended Scope of Services includes additional tasks to investigate the degree and extent of known contamination associated with the former Dun-Rite Cleaners and to develop a remedial action plan (RAP) for the site. The amended Scope of Services was developed from the following:

1. Results from Phase 2 Environmental Site Investigation soil borings conducted on the Former Dun-Rite Cleaners site for the City of Stevens Point (City) by AECOM on the CenterPoint MarketPlace property in April 2011.
2. Results from preliminary investigation soil borings sampled by AECOM at the site in December 2012.
3. A project review meeting held with City and CDA staff and Lisa Gutknecht of the Wisconsin Department of Natural Resources (WDNR) on January 18, 2013, to review available site investigation results and discuss various aspects of the site redevelopment project.
4. Items contained in AECOM's letter of estimated future project costs, dated January 24, 2013.
5. A "contained-out" concurrence letter received from the WDNR, dated March 12, 2013, following AECOM's written request to classify contaminated soil at the site as non-hazardous solid waste for future site remediation purposes.

### **Background**

The City is the owner and responsible party for the Former Dun-Rite Cleaners site and began redeveloping the CenterPoint MarketPlace property in September 2012. A portion of the mall structure was demolished to make way for the Third Street extension between CenterPoint Drive and Main Street. The remainder of the mall between Third Street and Shopko to the east was also demolished, including the portion where the Former Dun-Rite Cleaners site is located. The dry cleaning business operated at that location from 1955 until 1984, when it was vacated and demolished to make way for construction of the CenterPoint MarketPlace.

Soil boring results obtained for the site to date confirmed that chlorinated volatile organic compounds (VOCs), including tetrachloroethylene (PCE), are present in soil and groundwater beneath the Former Dun-Rite Cleaners site. The detected PCE was apparently released from the Former Dun-Rite Cleaners located on the former mall property. However, the PCE contamination is present beyond the former dry cleaner's property boundary. The former mall's concrete floor overlying the footprint of the former dry cleaner building and surrounding area was left in place after site demolition to keep known PCE contaminated soil capped until remedial action at a later date. PCE contaminated groundwater may have also migrated off-site to the south (downgradient) of the former mall property.

The Wisconsin Economic Development Corporation (WEDC) recently approved the City's application for a Site Assessment Grant (SAG) to investigate the degree and extent of PCE contaminated soil and groundwater associated with the Former Dun-Rite Cleaners site. The primary purpose of the SAG program is to provide financial assistance to Wisconsin communities to identify and quantify the degree and extent of soil and groundwater contamination at impacted sites. Environmental investigation services covered by this amendment are expected to be eligible for cost reimbursement from WEDC's SAG program.

### Purpose and Scope of Services

The purpose of the Scope of Services covered by this amendment is to:

1. Investigate the full lateral and vertical extent of PCE contaminated soil associated with the former dry cleaner's property so that a volume of contaminated soil can be estimated for future site remediation and redevelopment purposes.
2. Investigate the potential off-site extent of PCE contaminated groundwater.
3. Conduct a vapor intrusion assessment in the site vicinity to determine if buildings on adjacent properties may be at risk of vapor intrusion from PCE contaminated soil and/or groundwater.
4. Develop a plan for remedial excavation of PCE contaminated soil during the City's redevelopment project.

The amended Scope of Services associated with the SI at the Former Dun-Rite Cleaners site includes the following:

#### 1. General and Pre-Field Activities

- a. Coordinated and participated in a project review meeting held with City and CDA staff and Lisa Gutknecht of the WDNR on January 18, 2013, to review preliminary site investigation results and discuss various aspects of the site redevelopment project.
- b. At the CDA's request, estimated future investigation and remedial action costs for the Former Dun-Rite Cleaners site associated with the redevelopment project, which were itemized in AECOM's letter, dated January 24, 2013.
- c. Update the SI Work Plan in accordance with Chapter NR 716, Wisconsin Administrative Code (WAC), to include the Scope of Services described in this amendment for submittal to the WDNR project manager.
- d. Update the project-specific Safe Work Plan/Task Hazard Analysis (SWP/THA) for toxic/hazardous materials to include the Scope of Services described in this

amendment, which shall apply to all personnel admitted to work on the project site. Other City representatives or contractors shall remain the responsible party for the safety, means, and methods of all project activities other than those specifically controlled by the SWP/THA.

- e. Retain a subcontractor to locate underground utilities and perform soil probe borings (direct-push method).
- f. Retain a WDNR certified laboratory to analyze subsurface samples collected from the site.

## **2. Field Investigation, Sampling, and Analysis**

- a. Advance up to 18 direct-push soil borings at locations within municipal right of way (ROW) within and beyond the boundary of the former Dun-Rite Cleaners property for the purpose of collecting soil and/or groundwater samples for analysis as follows:
  - 1) Up to 8 of the borings will be sampled in 2-foot intervals to a maximum depth of 10 feet below ground surface (bgs). Two soil samples will be collected from each boring at depths of 2 to 3 feet bgs and 9 to 10 feet bgs for laboratory analysis (a total of 16 soil samples).
  - 2) Up to 6 of the borings will be sampled in 2-foot intervals to a maximum depth of 20 feet bgs, groundwater or soil probe refusal, whichever occurs first. Two soil samples and one groundwater sample will be collected from each boring for laboratory analysis (a total of 12 soil samples and 6 groundwater samples).
  - 3) Up to 4 borings will be advanced (blind drilled) to the water table at downgradient locations for the purpose of collecting groundwater samples only (a total of 4 groundwater samples).
- b. Visually classify soil samples obtained from the borings at the site. Field screen soil gas in the soil samples with a photoionization detector (PID) using the headspace method. Record soil descriptions and PID readings onto WDNR soil boring logs (WDNR Form 4400-122).
- c. Laboratory analyze up to 28 soil samples and 10 groundwater samples for VOCs, including chlorinated VOCs.
- d. Containerize soil cuttings generated from the soil borings and transport them to a nearby location designated by the City for temporary storage until disposal at a later date. The soil cuttings will be separated into two groups as follows:
  - 1) Soil cuttings that may be contaminated based on field screening results.
  - 2) Soil cuttings that may not be contaminated based on field screening results.
- e. Photograph each direct-push boring location. Measure the locations of soil borings from site features for use in preparing a site map.

- f. Abandon the soil borings in accordance with Chapter NR 141, WAC, upon completion of the sampling. Prepare a borehole abandonment form for each soil boring (WDNR Form 3300-5B).
- g. Submit a preliminary summary of site investigation results via email to the CDA and WDNR for review and evaluation.

### **3. Remedial Action Planning for PCE Contaminated Soil**

- a. Meet with staff from the City, CDA and WDNR in Stevens Point to review site investigation results and establish goals for the remediation of PCE contaminated soil and, if necessary, groundwater. The remediation goals will take into consideration the City's parking lot construction plans for the site.
- b. Develop a RAP for the excavating PCE contaminated soil from the site based on an evaluation of site investigation results. The RAP will include the following:
  - 1) Soil cleanup levels calculated using WDNR and/or U.S. EPA methods that are protective of construction site workers (e.g., direct-contact screening level) and groundwater (e.g., soil to groundwater pathway).
  - 2) Identification of vertical and lateral limits of contaminated soil to be excavated.
  - 3) An estimated quantity of contaminated soil to be excavated.
  - 4) Procedures for managing, transporting, and disposing excavated soil.
  - 5) Procedures for excavation oversight, field screening, confirmation sample collection, and laboratory analysis.
- c. Submit the RAP to the CDA and WDNR for review and comment. Address any technical review comments received from the CDA and WDNR.
- d. Pay a \$500 fee to the WDNR for technical assistance during the remedial action, in accordance with Chapter NR 749, Table 1 Fee Schedule.
- e. Prepare a waste generator profile for future disposal of PCE contaminated soil at a regional, WDNR-licensed landfill.
- f. Coordinate the solicitation of bids from regional remediation contractors for excavating, loading, hauling, and disposing contaminated soil.

### **4. Vapor Intrusion Assessment**

- a. Retain a WDNR-certified laboratory to analyze soil vapor samples collected from the site.

- b. Install up to 4 soil vapor sample points at on-site and off-site locations within the municipal ROW, including one sample point on the floor slab covering the source area and three sample points on the pavement in the alleyway next to adjacent buildings.
- c. Collect one set of vapor samples from the 4 soil vapor points (a total of up to 4 samples) using an evacuated 6-liter Summa™ canister. Submit the samples to the laboratory for analysis of the following compounds using EPA Method TO-15:
  - 1) PCE
  - 2) Trichloroethylene (TCE)
  - 3) cis-1,2-Dichloroethylene (cis-1,2 DCE)
  - 4) trans-1,2-Dichloroethylene (trans-1,2 DCE)
  - 5) Vinyl chloride
- d. Permanently abandon each soil vapor point when sample collection is completed.
- e. Review and evaluate the soil vapor sample analytical results to assess the potential for vapor intrusion into buildings located on adjacent properties.
- f. Submit a preliminary summary of the vapor intrusion assessment results with a recommendation for additional investigation, if warranted, via email to the CDA and WDNR for review and comment.

## **5. Report**

- a. Incorporate the soil boring and vapor intrusion assessment results with the site investigation report, which will include:
  - 1) Brief descriptions and documentation of field and analytical procedures.
  - 2) Conclusions concerning the degree and extent of chlorinated VOCs in soil, soil vapor, and groundwater beneath the site and surrounding vicinity; and the potential for vapor intrusion into buildings on adjacent properties.
  - 3) Recommendations for additional investigation, groundwater monitoring, or remedial action that may be warranted.
  - 4) Tabulated field and analytical results.
  - 5) A plan showing general site features and sampling locations.
  - 6) Documentation, including completed field forms, photographs, data sheets, and laboratory analytical reports.



## Assumptions

This proposal is subject to the following assumptions/conditions:

1. Opinions in AECOM's report will be rendered in accordance with generally accepted professional standards, but shall not be construed as a guarantee or warranty as to the potential liability or impacts of potential environmental concerns at the site. AECOM's report and opinions will be based solely on the scientific tasks outlined in this Scope of Services, and not on methods or procedures beyond those discussed.
2. Investigations can be conducted using Level D personal protective equipment.
3. The City will identify underground utility locations not covered by Diggers' Hotline. AECOM will not be responsible for damage to utilities as a result of improper utility location identifications by Diggers' Hotline, site owners, or occupants.
4. The estimated depth to groundwater is less than 20 feet bgs.
5. The former mall floor slab covering the site is constructed of concrete no more than six inches thick. If the floor slab is thicker or reinforced, alternate drilling methods and sample probes may be required.
6. Standard laboratory turn-around times are acceptable.
7. Containerized investigative wastes (e.g., soil cuttings) generated during the field work will be non-hazardous and can be temporarily stored at a nearby location designated by the City until treatment or disposal during remedial excavation of PCE contaminated soil.
8. Investigative wastes (e.g., soil cuttings) that are determined not to be contaminated by field screening or laboratory analysis will be thin spread on the ground surface at the site, if appropriate.
9. Standard care will be taken to minimize landscape disturbance during borings and other field activities. However, minor disturbance of the ground surface due to maneuvering the drilling rig, performing borings, collecting samples, and leveling the rig is inevitable. It is assumed that surface disturbances from routine drilling activities will not require repair.
10. It is assumed that all field work described in the Scope of Services will be conducted during fair weather. Delays caused by rain or other unforeseen circumstances are not taken into consideration and shall constitute a changed condition. It is recognized that field work may be conducted during typical winter weather conditions.
11. Quality control samples, such as duplicate samples and field blanks, will not be required.
12. Rocks, large gravel, and construction rubble cannot be penetrated using the direct-push rig. It is assumed that such materials will not be encountered.



### Schedule

It is anticipated that this project will proceed according to the following schedule:

- |    |   |                   |
|----|---|-------------------|
| 1. | Complete Field Work (direct-push borings):        | By April 19, 2013 |
| 2. | Complete Field Work (vapor intrusion assessment): | By May 17, 2013   |
| 3. | Submit RAP for Contaminated Soil Excavation       | By May 10, 2013   |
| 4. | Submit Final Site Investigation Report:           | To Be Determined  |

Following approval of the RAP by the CDA and WDNR, AECOM will submit an amendment to the CDA for contaminated soil excavation services with a goal of completing the remedial excavation by May 31, 2013.

### Cost Estimate and Authorization to Proceed

AECOM will perform the additional services described above on a time-and-material basis, in accordance with the commercial terms and rates, approved under our original proposal, dated November 16, 2012. Our fee for these services shall not exceed the following:

Prior Contract Price	\$21,000
Estimated Increase by this Amendment	<u>\$45,000</u>
<b>Revised Estimated Contract Price</b>	<b>\$66,000</b>

For informational purposes, the estimated increase by this Amendment is broken down as follows:

1.	Consulting Services	\$37,500
2.	WDNR Technical Assistance Fee	\$500
3.	Subcontract Drilling Services (Direct-Push Borings)	\$3,500
4.	Subcontract Laboratory Analytical Services	\$3,500
	<b>Total</b>	<b>\$45,000</b>

If additional services are required, which would cause our fee to be greater than the estimate, we will obtain your prior authorization before proceeding. AECOM is prepared to proceed with this project following receipt of your written authorization to proceed.

The City can authorize AECOM to proceed with the work described in this proposal by signing and returning the enclosed Authorization to Proceed form at your earliest convenience.

We appreciate this opportunity to assist the Stevens Point CDA with this project. If you have any questions regarding this Amendment or if you need additional assistance, please call David Senfelds at (715) 342-3039 or Kyle Wagoner at (715) 342-3038.

Sincerely,

Kyle W. Wagoner, P.G., CHMM  
Project Manager  
kyle.wagoner@aecom.com

David S. Senfelds, P.E., CHMM  
Manager, Environmental Services  
david.senfelds@aecom.com

Enclosures: As Noted



### Authorization to Proceed

I hereby authorize AECOM Technical Services, Inc. (AECOM) to proceed with the Scope of Services for the Former Dun-Rite Cleaners Site for the Stevens Point Community Development Authority as described in AECOM's Amendment No. 1 to Project No. 60282270 (Proposal No. 59121208.0002), dated April 9, 2013, with a budget authorization of \$45,000.00 under AECOM's General Conditions Form 102 (01/12) and the Commercial Terms Form attached hereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Organization

I agree to accept invoices from AECOM via email and not postal mail:

Yes

Signature: \_\_\_\_\_

Email address: \_\_\_\_\_

Recipient Mr./Ms.: \_\_\_\_\_

**Return to:**

Name: Kyle Wagoner, Project Manager

Address: AECOM

200 Indiana Avenue

Stevens Point, WI 54481

Fax: (715) 341-7390

Phone: (715) 342-3038

Effective January 1, 2013

**SCOPE OF SERVICES** – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

### BILLING RATES

**STAFF** - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are based on the actual salary of individuals providing service under this Agreement, plus overhead and profit. Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

STAFF CATEGORY	RATE/HOUR
Technician I, Project Administrator I	\$40 - \$65
Data Administrator I, Technician II	\$45 - \$70
Project Controls I, Scientist I, Project Administrator II, Construction Mgmt I	\$50 - \$80
Scientist II, Engineer I, Data Administrator II, Construction Mgmt II, Technician III	\$70 - \$105
Project Controls II, Scientist III, Engineer II, Technician IV, Data Administrator III, Project Administrator III	\$80 - \$120
Project Manager I, Scientist IV, Engineer III, Construction Mgmt III	\$100 - \$140
Scientist V, Engineer IV	\$120 - \$165
Project Director I, Project Manager II, Construction Mgmt IV	\$135 - \$180
Project Director II, III, IV, Engineer V	\$150 - \$195

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates to the extent the employee works more than 40 hours per week for Client.

**LITIGATION SUPPORT** - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

**RETAINER** – AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

**OTHER DIRECT COSTS** - "Other Direct Costs" are all non-labor costs and expenses incurred by AECOM directly attributable to the performance of Services. Other Direct Costs include, but are not limited to, subcontracts, materials, shipping charges, travel expenses, special fees, permits, document production, special insurance and licenses, outside computer time, and miscellaneous costs. Other Direct Costs will be billed at actual cost unless specified differently below. Subcontract and Subconsultant Services such as laboratory analytical, drilling, direct-push sampling, engineering, and other specialized Services will be computed on the basis of actual cost plus a five percent (5%) fee. Cost for use of field equipment, safety equipment, and field sampling equipment will be billed in accordance with AECOM's Equipment Rate Schedule. Costs for equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a five percent (5%) fee. Travel using personal vehicles (i.e. mileage) will be billed in accordance with current Federal Acquisition Regulation (FAR) approved rates, which are subject to revision in accordance with FAR directives. Per diem costs for meals and incidental expenses will be billed in accordance with Federal Per Diem Rates. All other internal/general office expenses (telephone, facsimile, etc.) are included in overhead and will not be billed separately.

**INVOICING AND PAYMENT** - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

**SECURITY INTEREST** – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

**ESTIMATES OF COSTS AND SCHEDULES** - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

**AGREEMENT** - These Commercial Terms and the attached General Conditions Form 102 (01/12) govern the performance of the Services and rights and obligations of the parties.

**1. ACCESS.** Client grants or shall obtain for AECOM Technical Services, Inc. ("AECOM") and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense.

**2. CLIENT INFORMATION.** Client understands that AECOM is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.

**3. STANDARD OF SERVICES AND WARRANTY.** AECOM agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, AECOM warrants that, if any of its completed Services fail to conform to the above standard, AECOM will, at its expense and provided AECOM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AECOM for the defective Services. Except as provided in this Section, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

**4. CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

**5. WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, AECOM shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold AECOM harmless from any and all such claims or damages.

**6. INSURANCE.** AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

**7. INDEMNITY.** AECOM shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify, defend and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

**8. PAYMENT & CHANGES.** Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's original proposal or for additional work requested

by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

**9. REMEDIES.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

**10. ENVIRONMENTAL CONDITIONS.** Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend AECOM from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of AECOM; it being the intention of the Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

**11. INDEPENDENT CONTRACTOR.** AECOM's Services are performed as an independent contractor.

**12. FORCE MAJEURE.** AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment.

**13. LIMITATIONS OF LIABILITY.** To the greatest extent allowed by law, Client agrees that AECOM's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of \$50,000 or the total amount of compensation received by AECOM hereunder. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, AECOM reserves the right to suspend its Services hereunder and shall so timely notify Company.

**14. OWNERSHIP OF WASTE.** "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, AECOM shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall AECOM take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain property of the Client.

**15. ENTIRE AGREEMENT.** The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 9, 10, 13 & 14 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.

REPORT OF CITY PLAN COMMISSION

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

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

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

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INDEX:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Seconded by Commissioner Curless. Motion carried 6-0.**

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

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

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

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

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

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

**Seconded by Alderperson Moore. Motion carried 6-0.**

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

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

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

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

**Motion carried 6-0.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alderperson Moore was excused from meeting 6:35 PM.

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

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

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

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

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

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

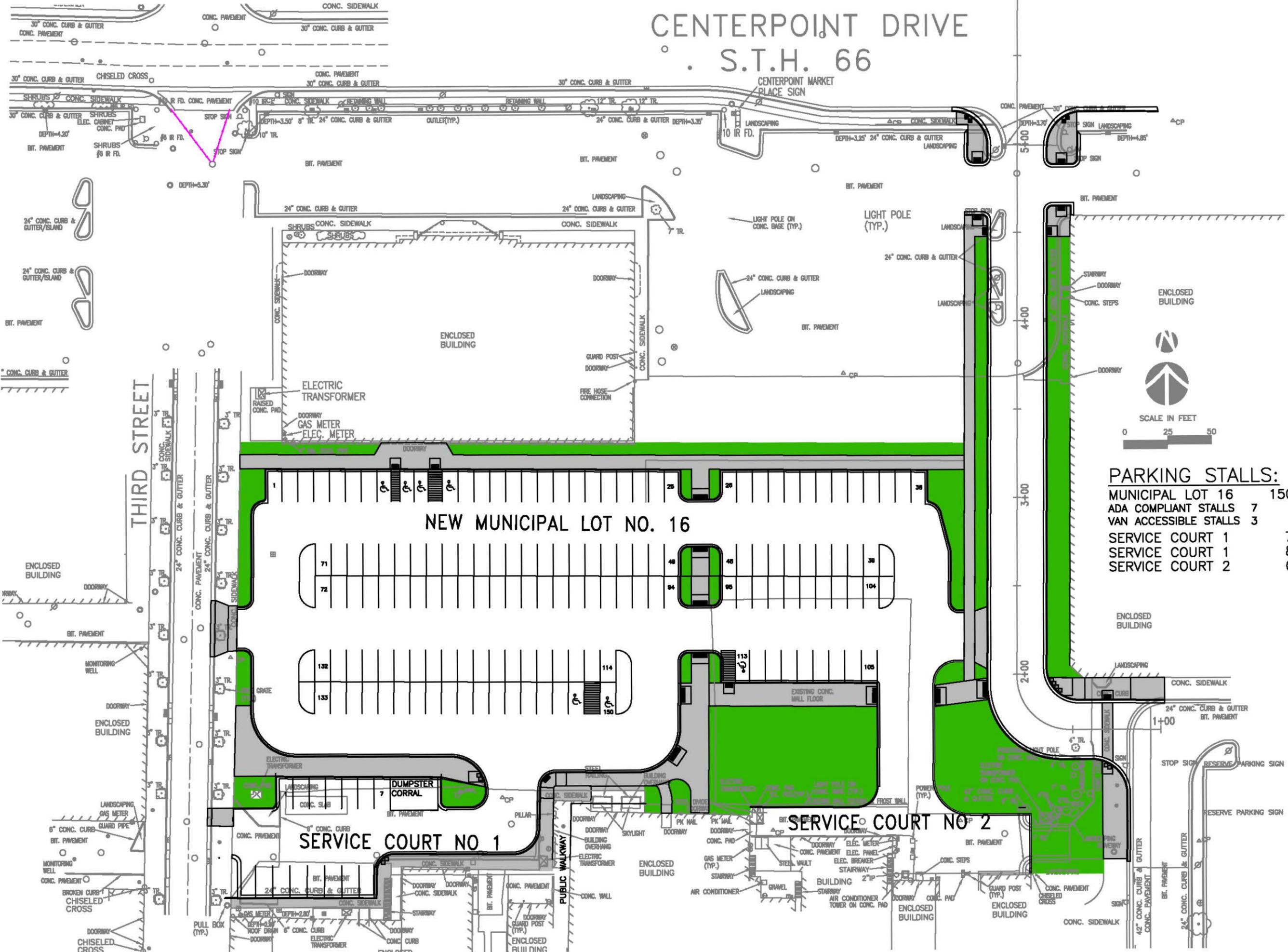
**Motion by Commissioner Haines to approve the request from the Community Development Authority of the City of Stevens Point to construct a parking lot based on concept plan 2, without meeting the three foot setback requirement on the south proportion of the lot, and to allow for staff to make modifications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

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

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

9. Adjourn  
**Meeting Adjourned at 6:52 PM.**

# CENTERPOINT DRIVE S.T.H. 66



**PARKING STALLS:**

MUNICIPAL LOT 16	150 TOTAL
ADA COMPLIANT STALLS	7
VAN ACCESSIBLE STALLS	3
SERVICE COURT 1	7 PUBL
SERVICE COURT 1	8 PRIVA
SERVICE COURT 2	0 DESIC