



## AGENDA

### REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

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<b>Date and Time:</b>	Monday, June 9, 2014 5:00 PM	<b>Location:</b>	Lincoln Center 1519 Water Street Stevens Point, WI 54481
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1. Roll call.

Discussion and possible action on the following:

2. Motion to adjourn into closed session (approximately 5:02 PM) pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purposes of negotiating loan terms for 13 Investments, LLC.
3. Reconvene into open session (approximately 10 minutes after adjourning into closed session).
4. Request from 13 Investments, LLC for a loan in the amount of \$25,000.00 from the Central Wisconsin Economic Development (CWED) Micro Loan Fund.
5. Approval of the minutes from the May 13, 2014 Redevelopment Authority meeting.
6. Actions of the Plan Commission from their June 2, 2014 meeting, relating to the lease/license of Redevelopment Authority properties.
7. Lease/license portions of land located east of Third Street extended (**portion of Parcel ID 2408-32-2029-66**) to JLP Enterprises, LLC for parking purposes.
8. Lease/license land located west of Strongs Avenue extended (**portion of Parcel ID 2408-32-2029-65**) to Guu Inc. to be used as a patio area/premise extension for Guu's on Main.
9. Adjourn.

*Following this meeting a joint Redevelopment Authority and Common Council meeting will occur relating to discussion and possible action on the status of Edgewater Manor. This meeting will have a separate notice.*

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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 Executive Director as soon as possible to ensure that a reasonable accommodation can be made. The Executive Director can be reached by telephone at (715)346-1567, TDD# 346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

**PLEASE TAKE FURTHER NOTICE** that a quorum of the Common Council may be in attendance at this meeting.

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# Memo

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

## Redevelopment Authority of the City of Stevens Point

To: Redevelopment Authority Board of Commissioners and Common Council  
From: Michael Ostrowski  
CC:  
Date: 6/2/2014  
Re: Agenda Item Summaries for June 9, 2014 Redevelopment Authority Board Meeting

### 1. Roll call.

Discussion and possible action on the following:

2. Motion to adjourn into closed session (approximately 5:02 PM) pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of negotiating loan terms for 13 Investments, LLC.
3. Reconvene into open session (approximately 10 minutes after adjourning into closed session).
4. Request from 13 Investments, LLC for a loan in the amount of \$25,000.00 from the Central Wisconsin Economic Development (CWED) Micro Loan Fund.

13 Investments, LLC, with the business of Paradise Solutions (PSOL), currently located at 1052 Main Street, has outgrown their current location and is requesting \$25,000.00 from the Central Wisconsin Economic Development (CWED) Micro Loan Fund to purchase 1043 Union Street and relocate their offices to this location.

5. Approval of the minutes from the May 13, 2014 Redevelopment Authority meeting.

The RA Board will need to approve the minutes from the previous meeting.

6. Actions of the Plan Commission from their June 2, 2014 meeting, relating to the lease/license of Redevelopment Authority properties.

The RA Board should acknowledge the Plan Commission recommendation relating to the next two agenda items. The Plan Commission recommended the approval of both agreements.

7. Lease/license portions of land located east of Third Street extended (**portion of Parcel ID 2408-32-2029-66**) to JLP Enterprises, LLC for parking purposes.

With the construction of Municipal parking Lot #16 (parking lot south of Great Lakes), there will also be the construction of two dumpster enclosures for use by businesses on Main Street and the surrounding area, so there are not several dumpster containers scattered around the backs of these buildings.

The Redevelopment Authority owns this property and is looking to enter into an agreement with JLP and Guu's for the maintenance and administration of these two areas. These two agencies were chosen as they will likely be the largest user for each of the individual areas. In exchange for this,

the Redevelopment Authority would allow JLP to have exclusive use of the seven parking stalls to the west of the large dumpster corral, and allow Guu's to construct a patio area to the north of his building.

Both agreements are attached.

8. Lease/license land located west of Strongs Avenue extended (**portion of Parcel ID 2408-32-2029-65**) to Guu Inc. to be used as a patio area/premise extension for Guu's on Main.

See the above agenda item.

9. Adjourn.

## About Us

**BIRTH OF PSOL** | After many childhood years of computer tinkering & serving his country in the Air Force as a 3C0X1 operator (computer systems), Justin returns home & starts Paradise Solutions (PSOL for short)



Paradise Solutions Inc., (PSOL), is a one stop innovate technology shop. We provide full technology solutions, ranging from a complete network implementation, 24x7x365 security monitoring service, home and commercial automation, to HelpDesk services and everything in between .

Driven by history and built around people, PSOL has been ever changing in the solutions we provide to our customers, but consistent in the level of excellence that is provided within every customer interaction.

Beginning as a one-man operation in 2002, owner Justin Busa has focused his efforts on growing PSOL's business through the construction of a strong customer base and word-of-mouth marketing. With clients from the east to west coasts of the United States, and beyond, PSOL has found that word of mouth travels fast in this digital age. Our focus has been, is, and always will be our clients, no matter where they may be or what industry they may serve.

PSOL strongly believes you are only as strong as your weakest link, and we know we wouldn't be here today without our team members. Our team members are what make PSOL extraordinary. When you see them, say hi, get to know them, we know you'll feel the same way.

### In-no-va-tion:

1. : the introduction of something new
2. : a new idea, method, or device

The idea of innovation is one that every business desires to deliver to its customers. No matter what industry you do business in, your customers look for your services to be innovative and cutting edge. At PSOL we have taken the definition of innovation and implemented it as the building block of how we do business.



The I.T. world is one of ever changing designs and demands. It can be hard to stay on the cutting edge with technology developing at such rapid pace. This is especially true when the focus of most businesses is designed around maintaining cutting edge results in order to stay competitive in today's market. We know that both time and money can make it hard to devote the resources needed to researching the latest technologies and understanding how they can benefit your business. That is where PSOL comes in. With a focus to be different in the cookie cutter world of I.T., PSOL strives to bring you the solutions you need with the commitment you expect to see. Focused on giving you, the customer, the choice of how you want to implement the PSOL team in your business, we are committed to filling whatever need you may have. A relationship with PSOL can take the burden off of you to ensure your business environment is positioned for success.

### PSOL Mission Statement:

At PSOL our focus is on our clients. With innovation at the forefront of our focus, and our customer's

### WEATHER

Weather for Stevens Point, WI USA

Today	Thursday	Friday	Saturday
Partly Cloudy 72°/41°	Partly Cloudy 75°/50°	Partly Cloudy 77°/50°	Chance of a Thunderstorm 79°/50°

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best interest at the center of our attention, we are poised and ready to serve you in the capacity that you need while providing you with every solution needed to be your one-stop technology provider.

**TECHNOLOGY NEWS – CNNMONEY.COM**

- ▶ **Professional**
  - ▶ LinkedIn draws fire for China censorship
  - ▶ We are experienced professionals that focus on you and your needs
- ▶ **Quality**
  - ▶ Google ramps down on Google
  - ▶ Our experienced team of professionals has the skills and knowledge required to provide you with the best solutions for you
- ▶ **Google**
  - ▶ Google testing super-secret email
- ▶ **Geigie Federighi is Apple's new Steve Jobs**
- ▶ **Foresight**
  - ▶ We pride ourselves on our foresight, proactive forward thinking and ability to help plan for the future today
  - ▶ Apple's HomeKit isn't hack-proof

Weather for Stevens Point, WI USA

Today	Thursday	Friday	Saturday
Partly Cloudy 72-74	Partly Cloudy 75-76	Partly Cloudy 77-78	Thunderstorm 77-78

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Email Address



**2002 – What do you remember? Walk with me down memory lane...**

Do you remember...

- ... the XIX Winter Olympics in Salt Lake City?
- ... that Switzerland joined the United Nations in 2002?
- ... the cost of a gallon of gas in 2002? (\$1.61/gallon)
- ... it was the year the Dyson Vacuum was invented?
- ... American Idol started?

What about technology, what do you remember about technology from 2002?

RETURN TO TOP OF PAGE

Do you remember...

- ... what your cell phone looked like? The capabilities it had? Did it look like one of these perhaps...



- What about your computer in 2002? Do you remember your computer specs by chance?
  - CPU: Intel Pentium III 1.2GHz / AMD Athlon XP 1.33GHz
  - RAM: 128-256MB
  - Graphics Card: ATi Radeon 7500/nVidia GeForce 2 MX
  - Hard Drive: 30GB
  - Optical Drive: CD-Burner/DVD-ROM
  - OS: Windows 2000/ME
  - Monitor: 17" CRT

- What do you remember about the Internet in 2002? Check out this great graphic, to take you down memory lane....



**REUTERS: TECHNOLOGY NEWS**

- ▶ NQ Mobile says committee finds no evidence of fraud, shares jump
- ▶ Monitise names former Visa executive as co-CEO
- ▶ China state media calls for 'severe punishment' for Google, Apple, U.S. tech firms
- ▶ Cash infusion for Gild aims to bring diversity to U.S. tech sector
- ▶ India likely to announce foreign investment in e-commerce next month-sources
- ▶ Monitise names former Visa executive as co-CEO
- ▶ Britain's Ofcom proposes further cuts in mobile phone charges
- ▶ Messaging app Line mulls U.S., Japan IPO, report says

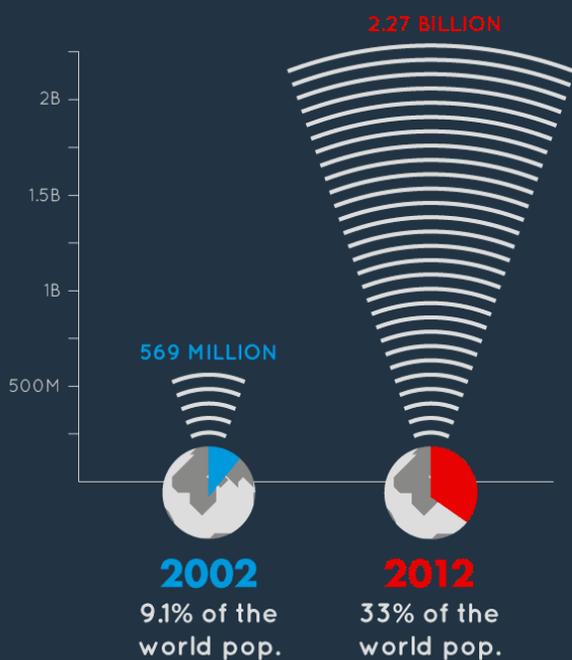
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# A Decade Later



## THE GROWTH OF THE INTERNET IN THE PAST 10 YEARS IS STAGGERING

### Internet Users



### Internet Usage

**2002**

46 minutes  
a day

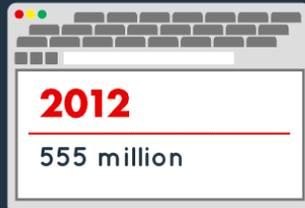


**2012**

4 hours a day



## Total Websites



## AND MANY THINGS HAVE CHANGED



## Web Browser



**2002**



**2012**

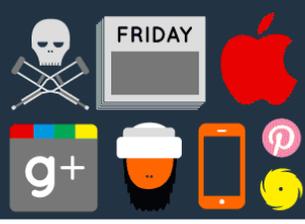


## Search



**2002**

1. Spiderman
2. Shakira
3. Winter Olympics
4. World Cup



**2012**

1. Rebecca Black
2. Google+
3. Hurricane Irene
4. Pinterest

- 5. Avril Lavigne
  - 6. Star Wars
  - 7. Eminem
  - 8. American Idol
  - 9. Morrowind
  - 10. Warcraft 3
- 5. Ryan Dunn
  - 6. iPhone 5
  - 7. Casey Anthony
  - 8. Adele
  - 9. Osama Bin Laden
  - 10. Steve Jobs

## Top Memes



**2002**

Ninjas



**2012**

Forever Alone

## Speeds



**2002**

It took 12.5 minutes to download a song on a 56k modem.



**2012**

Now it takes 18 seconds.

## Page Loading Time



**2002**

16 seconds



**2012**

6 seconds

## Social Networking

900  
450





WORLDWIDE UNIQUE VISITORS (IN MILLIONS)

**2002**

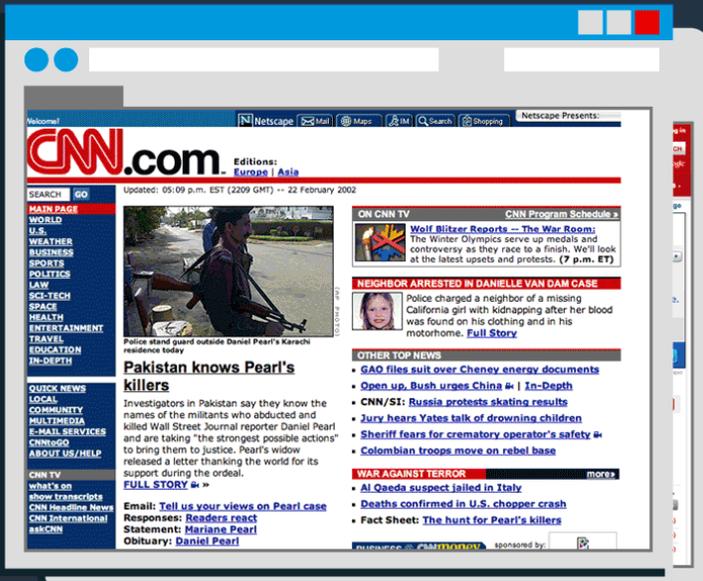
Friendster launched and had a whopping 3 million users.

**2012**

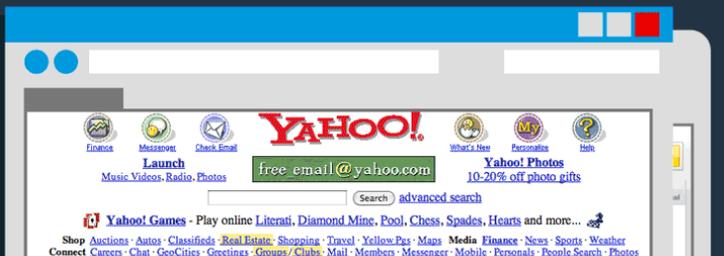
The #1 social network site is Facebook with 900 million users.

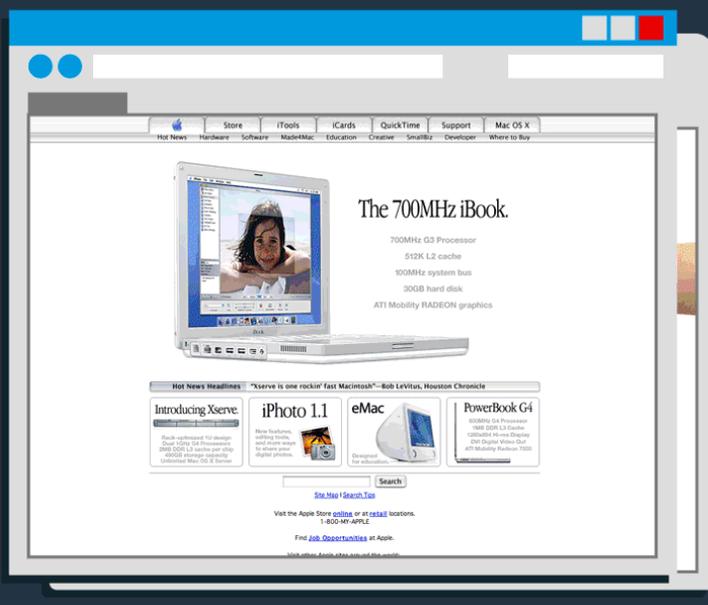
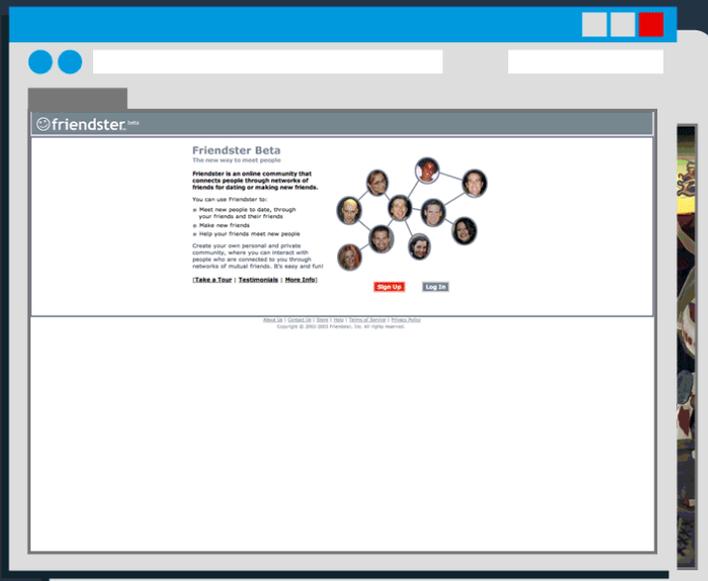
## THE INTERNET HAS COME A LONG WAY

**CNN** CNN



**Y!** Yahoo!



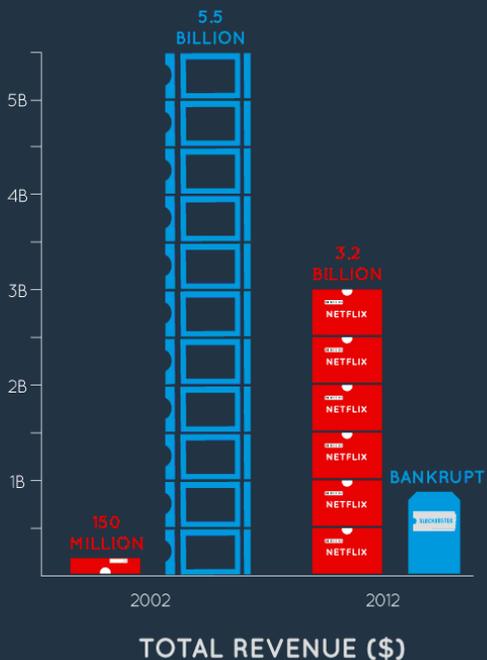


# REFUSAL TO ADAPT RESULTED IN A FAILURE TO THRIVE



## Blockbuster

Blockbuster refused numerous offers to buy Netflix and was reluctant to roll out subscription-based membership.



## Borders

Borders refused to make an online bookstore.

**2002**

**Borders Stores:**  
(1 BOOK = 100 STORES)



**2012**

**Borders Stores:**  
(1 TOMBSTONE = 1 BANKRUPTCY)



## Tower Records

Tower Records was slow to adapt to digital music.

**2002**

**Tower Records Stores:**

(1 RECORD = 20 STORES)



**2012**

**Tower Records Stores:**

(1 TOMBSTONE = 1 BANKRUPTCY)



The internet will continue to change, progress, and expand. Will Facebook become the new Friendster? Only time can tell.

CREATED BY:

**WWW.BESTEDSITES.COM**

SOURCES:

[http://www.nielsen-online.com/pr/pr\\_030220.pdf](http://www.nielsen-online.com/pr/pr_030220.pdf)

<http://www.google.com/press/zeitgeist2002.html>

[http://www.worldmapper.org/posters/worldmapper\\_map336\\_ver5.pdf](http://www.worldmapper.org/posters/worldmapper_map336_ver5.pdf)

<http://knowyourmeme.com/memes/popular>

[http://news.cnet.com/Blockbuster-takes-aim-at-Netflix/2100-1025\\_3-949024.html](http://news.cnet.com/Blockbuster-takes-aim-at-Netflix/2100-1025_3-949024.html)

<http://web.archive.org/>



# MINUTES

## REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

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<b>Date and Time:</b>	May 13, 2014 4:00 PM	<b>Location:</b>	County/City Building City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
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**Present:** Chairperson Halverson, Alderperson R. Stroik, Commissioner Adamski, Commissioner Molski, Commissioner Schlice and Commissioner Dugan

**Excused:** Commissioner Sawyer

**Also Present:** Executive Director Ostrowski, Comptroller / Treasurer Corey Ladick, Gary Labs, Shea Gorzelanczyk, Travis Haines, Jon Bailey, and Joshua Brandt.

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### Index

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the April 8, 2014 Redevelopment Authority meeting.
  3. Approval of financial reports, claims, and statements from February, March, and April 2014.
  4. Edgewater Manor façade and window project.
  5. Award contract for Edgewater Manor needs analysis.
  6. Recommendation of Plan Commission of May 5, 2014 relating to granting of easements to AT&T and Charter Communications.
  7. Motion to enter into closed session under Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of 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, relating to:
    - a. Request from AT&T for an easement to the east of Third Street extended for the purposes of extending utilities.
    - b. Request from Charter Communications for an easement to the west of Strongs Avenue extended for the purposes of extending utilities.
  8. Reconvene into open session (approximately 15 minutes after entering into closed session) for possible action relating to the above.
  9. Executive Director's update (informational purposes only)
  10. Adjourn.
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1. Roll call.

**Present: Halverson, Stroik, Adamski, Molski, Schlice, Dugan**

Discussion and possible action on the following:

2. Approval of the minutes from the April 8, 2014 Redevelopment Authority meeting.

**Motion by Alderperson R. Stroik to approve the minutes; seconded by Commissioner Molski. Motion carried 6-0.**

3. Approval of financial reports, claims, and statements from February, March, and April 2014.

**Motion by Commissioner Schlice to approve financial reports, claims, and statements from February, March, and April 2014; seconded by Commissioner Adamski. Motion carried 6-0.**

4. Edgewater Manor façade and window project.

Director Ostrowski explained that with the Edgewater Manor project, we have received reports including one from W.J. Higgins that a complete façade removal will likely be necessary. In addition, another company has come in and did some analysis on the building as well, and recommended selective brick replacement and sealant of windows, but not necessarily a complete façade replacement. After Director Ostrowski drafted and released the RFP for selective brick replacement and caulking, no proposals were submitted. Director Ostrowski then spoke with an architect that previously submitted a bid and it was the architect's recommendation to contact an individual at the International Masonry Institute for a recommendation on the façade situation. The response from the Wisconsin Director was included in the packet, and it was indicated that the façade movement is one of the worst that he has seen. Director Ostrowski then contacted W.J. Higgins to take another look at the facility. Director Ostrowski also had security fencing placed around the building as a precaution, which was a recommendation by W.J. Higgins. While there was no evidence that any bricks were ready to fall, he wanted to take all the necessary precautions.

Josh Brandt, with W.J. Higgins, said during our initial investigation we found areas where the brick veneer seemed to be displaced. Digging into it further, there was a piece within the wall that was installed incorrectly and the mortar has fallen off and is filling up the weep hole area, preventing water from being released. Over time, the moisture would remain in the walls and the freeze and thaw cycle has caused the separation from the structure. It is also made worse with some of the window and caulking issues on the building. The separations and large gaps around the windows are letting large amounts of water into the cavity, which isn't being effectively drained. He believed this is happening for the most part in the winter months.

Mayor Halverson stated what the most alarming thing was when the Director Ostrowski shared an email from the Wisconsin Director of the International Masonry Association and the intensity of his summary and the tone of the summary is why we took all of the precautionary steps. The short term fix is to drill through the façade, reinforce to the studs, and hold the brick in place, which will give it about a year to two years. Mr. Brandt agreed this would be a temporary fix until the building could be assessed further.

Commissioner Schlice asked if there was an estimated cost for all the steps. Director Ostrowski answered we do not have the estimated cost for the caulking around the windows but the cost for the fasteners is about \$21,500. For a long term fix, there are two options for the exterior materials. The first being to remove the façade and replace it with brick veneer at a cost around \$665,000 or option two would be to install an E.F.I.S. as opposed to brick, which is approximately \$440,000. However, when doing that you will likely replace the windows as well, and the estimated cost of window replacement is \$430,000 with either option. That brings us to \$800,000-900,000 on the low end to \$1.1 million on the upper end.

Alderperson Stroik asked when we contemplated selling the building, each of the developers did a site visit and did any of them acknowledge this to be an issue, to which Director Ostrowski answered the way this was discovered, is from noticing that the flashing below the windows was starting to come up.

Mayor Halverson explained if the building would have been sold previously, we would not have had an issue as we and the buyers would have been unaware of the problem. Where now, we know about the issue and we have to deal with it in the short term as well as what will we do in the long term, and how do we deal with the building, how much do we put into it, do we continue to run it, or do we sell it. In the proforma presented, the amount of money invested has increased due to these repairs. We are going to have to look at how we want to proceed.

Director Ostrowski stated the cost he has for the fasteners is approximately \$21,500 including labor, one of the things we have to do first is declare this as an emergency situation because of the bidding requirements.

Mayor Halverson asked the City Attorney if he is comfortable with the responses from the Masonry Institute as well as W.J. Higgins. Attorney Beveridge responded he was alarmed when he was presented the information and stated we can rely on the accuracy of the response from the Masonry Institute.

**Motion by Mayor Halverson to recognize this as an emergency situation and authorize the Executive Director to move forward with the temporary repairs to the facility; seconded by Commissioner Schlice.**

Director Ostrowski also pointed out that one of the requirements in the Higgins' report indicated the need for canopies over the doorways. Now if we are able to fasten the façade to the building, are those canopies need. He did speak with a company who estimated the work at \$800-900 per doorway with 8 doorways. The canopies could be installed in about a week.

Mayor Halverson asked in terms of Decker starting on the temporary fix, how long it will take to complete, to which Director Ostrowski answered a week to two weeks. Mr. Brandt stated if it will only take a week to two weeks to complete, if the contractor starts around the entrances that would be a solution which the canopies would not need to be installed for the duration of the one or two year period.

Mayor Halverson also explained that if there is asbestos present, he would like to see the estimate for removal prior to proceeding on what the variable cost increase will be. Mr. Brandt added regarding the caulking, this is also considered to be temporary and not long term and there will be little to no disruption of any material that is currently in place. Commissioner Schlice suggested an amendment to the motion of the cost not to exceed a certain amount without having to come back before the board.

**Mayor Halverson amended his motion to proceed with the repairs at this point in time which would include the fasteners to the building, the caulking around the windows, not to exceed \$50,000; seconded by Commissioner Schlice.**

Alderperson Stroik asked if this assumed that every single brick would have to come off the building and put back on, do we have evidence that every single wall has these traits. Director Ostrowski stated this won't go in every single panel of the wall; there are selective areas on the wall where the fasteners would need to be installed. The long term fix is going to be to rip it all off, and at that time there is efficiency in doing that for replacing the windows and installing air conditioning units to save on utility costs, and that would have to be competitively bid.

Attorney Beveridge pointed out that if you put it in the fasteners, it will not have to be put out for bids, but if you add on the caulking not to exceed the \$50,000, then you will have to put it out for bids. Mayor Halverson asked even from an emergency point of view, to which Attorney Beveridge answered there is the emergency provision. Alderperson Stroik asked if the caulk could be included at cost and done at the same

time, would that be able to meet the emergency provisions, and if not then the caulking would have to be put out for bids.

**Roll Call: Yeas - Halverson, Stroik, Adamski, Molski, Schlice, Dugan**

**Nays - None**

**Motion carried 6-0.**

5. Award contract for Edgewater Manor needs analysis.

Aldersperson Stroik suggested postponing this agenda item, to which Commissioner Schlice stated he disagreed because we will need to know what total cost is, before we make a decision on a long term solution, or whatever we decide before we approve fixing the outside and then there is another issue that arises. Commissioner Adamski pointed out that one of our directions might be on staff recommendations if we would consider selling, then why spend the money and let whoever will buy it incur the cost. Maybe what we need is to have staff come in with recommendations as to what our options will be.

Director Ostrowski explained out of the bids provided, there are two that stand out. Gill Group and Dave Johnson who has worked on other projects, and has supplied the information regarding the cost estimates and has done a great job on all the other projects.

Commissioner Schlice asked if a 10% sampling gives us enough room, to which Director Ostrowski stated it is fairly standard.

**Motion by Commissioner Schlice to approve Architects Group Limited as the consultant for the Edgewater Manor needs analysis; seconded by Commissioner Dugan.**

Aldersperson Stroik commented he will be voting in the negative feeling we need to pause and wait to see where this fix is and to wait until next month to see what else may be found. Commissioner Schlice stated that is why we want a company to look at the building and get all the numbers.

Mayor Halverson asked Director Ostrowski in terms of where we are with the estimates for the aesthetic improvements specifically in the units, where did these come from. Director Ostrowski stated these numbers came from estimates with the former Maintenance Supervisor and himself. Flooring by square feet, appliances including the wall pack for the air conditioning unit, sink, garbage disposals, and cabinets are pretty standard. Common areas based on square feet, exterior doors, HVAC control systems and what we would need to do. Mayor Halverson stated can't we just assume plus or minus a few percentages, this is what has to be done to the building to truly have it be marketable and appropriate.

Aldersperson Stroik asked if we wanted to market as market rate for top dollar, or we still looking at senior citizen apartments. Director Ostrowski stated that will need to be decided.

Aldersperson Stroik asked the managers what type of experience they have been having with the tenants. Travis Haines of Candlewood answered the tenants have been extremely happy with the changeover. With us being on site more often, and dealing with maintenance requests, that has been very positive for the tenants. As far as changing the age requirement, he would be against that due to the possible loss of current residents. Director Ostrowski also suggested there may be the option of reducing the age requirement by five to ten years to get a larger population of interested persons. Aldersperson Stroik added he has gotten all positive feedback regarding the management of the complex.

**Roll Call: Yeas - Schlice, Dugan**

**Nays – Halverson, Stroik, Adamski, Molski**

**Motion failed 2-4.**

Mayor Halverson stated we will continue to assess the situation and work with the current property managers as well as the contractors doing the temporary fix.

6. Recommendation of Plan Commission of May 5, 2014 relating to granting of easements to AT&T and Charter Communications.

Director Ostrowski explained the Plan Commission recommend approval of the easements for both AT&T and Charter Communications with the exception that we do not need to their approval to do any improvements.

Aldersperson Stroik clarified the Plan Commission approved a recommendation on what we the Redevelopment Authority had discussed last month, to which Director Ostrowski stated yes.

**Motion by Aldersperson R. Stroik to accept the recommendation of Plan Commission; seconded by Commissioner Dugan. Motion carried 6-0.**

7. Motion to enter into closed session under Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of 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, relating to:
  - a. Request from AT&T for an easement to the east of Third Street extended for the purposes of extending utilities.
  - b. Request from Charter Communications for an easement to the west of Strongs Avenue extended for the purposes of extending utilities.

**Motion by Commissioner Schlice to enter into closed session; seconded by Commissioner Molski.**

**Roll Call: Yeas - Halverson, Stroik, Adamski, Molski, Schlice, Dugan**

**Nays - None**

**Motion carried 6-0.**

8. Reconvene into open session (approximately 15 minutes after entering into closed session) for possible action relating to the above.

**Motion by Commissioner Schlice to enter into open session; seconded by Commissioner Adamski.**

**Roll Call: Yeas - Halverson, Stroik, Adamski, Molski, Schlice, Dugan**

**Nays - None**

**Motion carried 6-0.**

**Motion by Mayor Halverson to authorize the Executive Director and the City Attorney to draft license agreements with AT&T and Charter Communications to allow the placement of utilities within the required areas with the following conditions:**

- **If in the first ten years the utilities need to be relocated for development needs of the RA, that the Redevelopment Authority would be required to pay for the cost to relocate;**
- **After ten years, AT&T and Charter Communications would be required to pay for the costs; and**
- **Specific parameters should be worked out by the City Attorney and Executive Director;**

**seconded by Commissioner Schlice.**

**Roll Call: Yeas - Halverson, Stroik, Adamski, Molski, Schlice, Dugan**

**Nays - None**

**Motion carried 6-0.**

9. Executive Director's update (informational purposes only).

10. Adjourn.

**Meeting adjourned at 5:07 PM.**

**Approved:**

\_\_\_\_\_

**Andrew J. Halverson, Chairperson**

\_\_\_\_\_

**Date**

**Attest:**

\_\_\_\_\_

**Michael Ostrowski, Executive Director**

\_\_\_\_\_

**Date**

**DUMPSTER AND PARKING  
LICENSE AGREEMENT**

Document Number

Document Title

This Parking Agreement (“Agreement”) is made by and among JLP Enterprises, LLC (“JLP”) and the Redevelopment Authority of the City of Stevens Point (“RA”), as of the \_\_\_\_ day of June, 2014 (“Effective Date”).

Recording Area

Name and Return Address:

Michael Ostrowski  
Executive Director  
Redevelopment Authority  
1515 Strongs Avenue  
Stevens Point, WI 54481

PIN:

RECITALS

A. RA owns certain property adjacent to the 1052 Main Street, Stevens Point, WI 54481 (“JLP Property”) that will be used as a public parking lot (“RA Parcel”). The RA Parcel is generally depicted on the attached **Exhibit A**.

B. JLP desires to utilize seven (7) parking spaces on RA Parcel, requiring this Agreement.

C. RA is willing to join in this Agreement and grant certain occupancy limitations on RA Parcel to JLP, based on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, JLP and RA, in consideration of the covenants herein contained, the receipt and sufficiency of which is hereby mutually acknowledged by each party hereto, do hereby covenant and agree as follows:

1. GRANT OF LICENSE.

a. RA hereby grants to JLP an exclusive license and right of use of portions of the RA Parcel depicted in Exhibit A (the “Licensed Area”) for parking purposes. Such license area is for seven (7) parking spaces.

b. RA further grants to JLP a right to enter upon other portions of the RA Parcel for the purpose of accessing such parking spaces from time to time.

c. JLP acknowledges that any improvements identifying parking spaces for JLP's sole use shall be at the sole expense of JLP, and if this Agreement is terminated for any reason, JLP shall not be compensated for the cost of such improvements and/or any loss.

d. The license herein granted shall be at the sole and unfettered discretion of the RA, and may be revoked or terminated with a one (1) year notice to JLP, unless JLP is in default of this Agreement, then this Agreement may be terminated with a thirty (30) day notice if such default is not cured by JLP.

2. REFUSE AND RECYCLING. JLP agrees to maintain and operate the dumpster enclosure area identified in Exhibit A ("Enclosure"). The following terms apply to JLP's obligations under this paragraph:

a. JLP shall execute a contract for recycling and disposal services for the removal of refuse and recyclable materials from the Enclosure on a as needed basis.

b. JLP shall keep the area in and around the Enclosure free of debris.

c. JLP shall not have the exclusive right to use the Enclosure. It shall act as the RA's agent for executing and administering contract with other businesses in the general vicinity of the Enclosure which wish to utilize the Enclosure for disposal of waste and recyclables.

d. JLP shall have the right to charge other businesses for use of the structure, but such charge shall not exceed the actual costs incurred by JLP for carrying out its responsibilities under this paragraph by more than ten (10) percent.

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

4. LIABILITY. JLP shall not be responsible for the costs of repairing any damage to items located within the Licensed Premises unless caused by its own negligence. RA shall indemnify and hold JLP harmless from any claims, actions, and liabilities arising from any injury that may occur on the Licensed Premises, unless and only if caused by the wrongful act or gross negligence of an employee or other agent of JLP.

5. ASSIGNMENT AND SUBLETTING. JLP shall not assign or transfer this Agreement, and shall not sublease all or a portion of the Licensed Area without the RA's prior written consent, which consent shall be at the sole and unfettered discretion of the RA.

6. TERM. The Term of this agreement shall be for a period of two (2) years and from thereafter be renewable for subsequent two-year terms upon mutual agreement of JLP and the RA.

7. MISCELLANEOUS.

a. If any term or condition of this Agreement or part thereof is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

b. This Agreement may only be further modified or amended by written instrument, signed by all parties hereto.

c. This Agreement shall be construed under the laws of the State of Wisconsin.

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

If to the RA:                      Redevelopment Authority  
   Attn: Executive Director  
   1515 Strongs Avenue  
   Stevens Point, WI 54481

If to JLP:                              JLP Enterprises, LLC  
   Attn: Mike Beacom  
   1052 Main Street  
   Stevens Point, WI 54481

This Agreement is made as of the Effective Date.

**JLP:**  
**JLP Enterprises, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) SS.  
COUNTY OF PORTAGE     )

Personally came before me this \_\_\_\_ day of June, 2014, the above-named \_\_\_\_\_, as a member of JLP Enterprises, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission expires \_\_\_\_\_.

[ADDITIONAL SIGNATURES/ACKNOWLEDGMENTS ON FOLLOWING PAGES]

**RA:  
REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT**

By: \_\_\_\_\_  
Andrew J. Halverson, Chairman

Attest: \_\_\_\_\_  
Michael R. Ostrowski, Executive Secretary

**ACKNOWLEDGMENT**

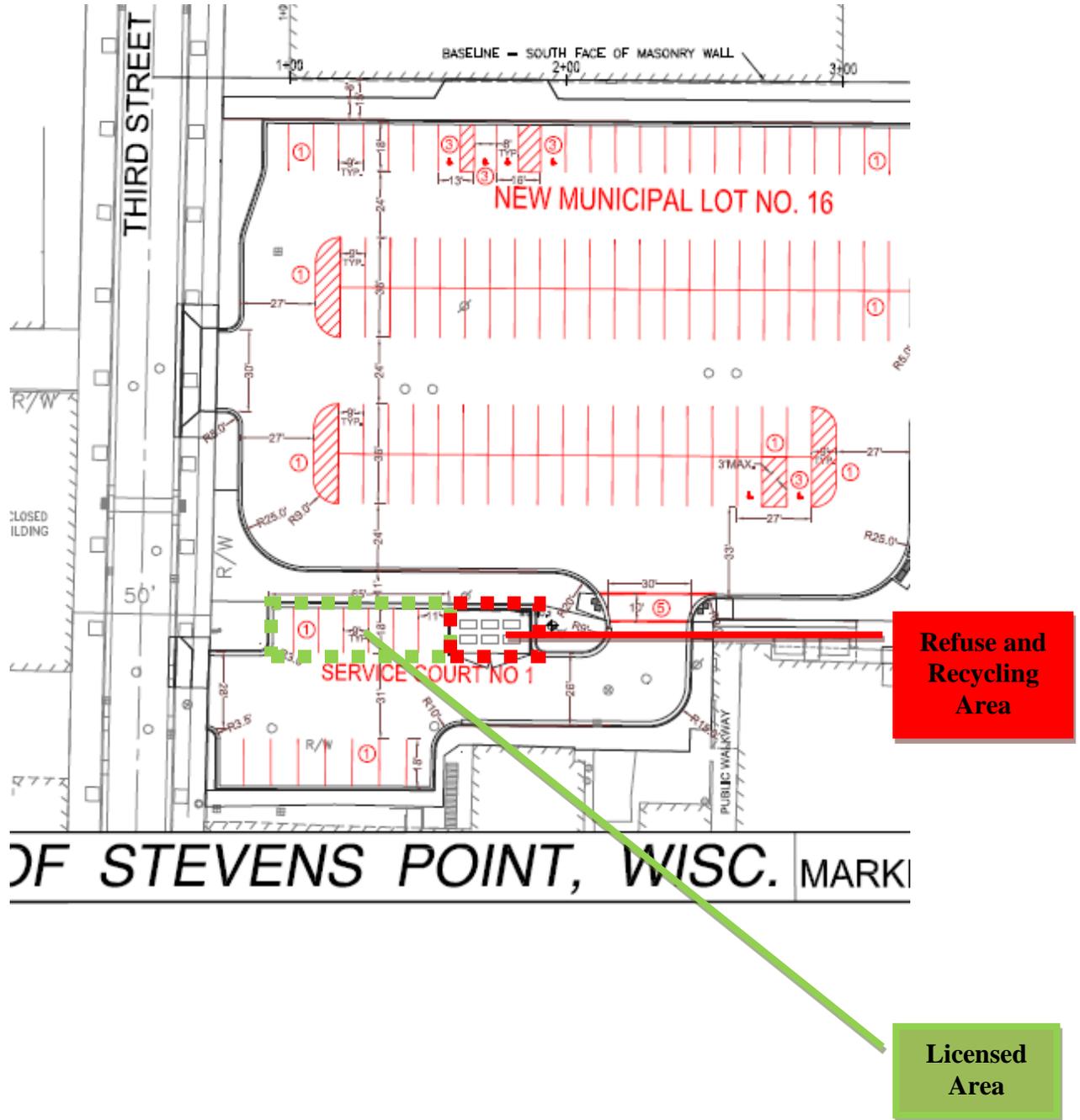
STATE OF WISCONSIN     )  
  ) SS.  
COUNTY OF PORTAGE     )

Personally came before me this \_\_\_\_ day of June, 2014, the above-named Andrew J. Halverson and Michael R. Ostrowski, as the Chairman and Executive Secretary of the Redevelopment Authority of the City of Stevens Point, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.

\_\_\_\_\_  
Becky Kalata  
Notary Public, Wisconsin  
My Commission expires December 1, 2013.

**EXHIBIT A**

**DEPICTION OF LICENSED AREA AND  
DEPICTION OF REFUSE AND RECYCLING CORRAL AREA**



**OCCUPANCY LICENSE  
AGREEMENT**

Document Number

Document Title

This Occupancy Agreement (“Agreement”) is made by and among Guu Inc. (“Guu’s”) and the Redevelopment Authority of the City of Stevens Point (“RA”), as of the      day of June, 2014 (“Effective Date”).

Recording Area

Name and Return Address:

Michael Ostrowski  
Executive Director  
Redevelopment Authority  
1515 Strongs Avenue  
Stevens Point, WI 54481

PIN:

RECITALS

A. RA owns certain property immediately adjacent to the north wall / entrance of Guu’s On Main, located at 1140 Main Street, Stevens Point, WI 54481 (“Guu’s Property”). Such property to the north, “RA Parcel”), and as the RA Parcel is also generally depicted on the attached Exhibit A.

B. Guu’s desires to expand business operations at Guu’s Property by creating a patio area, which opportunity would be for the betterment of Guu’s, however, these improvements would be located on the RA Parcel, requiring this Agreement.

C. RA is willing to join in this Agreement and grant certain occupancy limitations on RA Parcel to Guu’s, based on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, Guu’s and RA, in consideration of the above premises and of the covenants herein contained, the receipt and sufficiency of which is hereby mutually acknowledged by each party hereto, do hereby covenant and agree as follows:

1. RA LICENSE.

a. RA hereby grants to Guu’s an exclusive license and right of use of portions of the RA Parcel depicted on Exhibit A (the “Licensed Area”) to expand business operations. Such area is approximately 25 feet wide by 50 feet long. In the event and at such time as Guu’s may desire to construct or place improvements upon RA Parcel (the “Improvements”), then Guu’s shall prepare or have prepared and file with the RA a complete set of plans and/or product specifications of such Improvements. The plans and/or product specifications shall

be submitted to the RA for examination and shall be subject to the approval of the Executive Director of the RA.

b. In addition to the rights of installation as herein granted, RA further grants to Goo's a right to enter upon other portions of the RA Parcel for the purpose of installing such Improvements and for maintaining, operating, replacing, and restoring such Improvements from time to time.

c. The license herein granted shall be at the sole and unfettered discretion of the RA, and may be revoked or terminated with a sixty (60) day notice to the Goo's, unless Goo's is in default of this Agreement, then this Agreement may be terminated with a thirty (30) day notice if such default is not cured by Goo's. Goo's acknowledges that Improvements done on the RA Parcel shall be at the sole expense of Goo's, and if this Agreement is terminated for any reason, Goo's shall not be compensated for the cost of such Improvements and/or any loss.

2. RENT. In exchange for Goo's maintaining the Licensed Area and the area surrounding the Licensed Area, as well as acting as the agent for the RA in regards to refuse and recycling, RA agrees to not charge any monetary value for the license.

3. MAINTENANCE. Goo's shall be responsible for maintaining the Licensed Area, including, without limitation, sidewalk (including snow removal), landscaping, and any other undertakings necessary to maintain the safety, appearance, and cleanliness of the Licensed Area, at Goo's sole expense. The RA shall have sole and unfettered discretion to determine whether Goo's has met its obligations under this section. Should Goo's fail to adequately maintain the Licensed Area, RA shall have the right to terminate this Agreement with a thirty (30) day notice, and charge such expenses to cure such defects to Goo's.

4. REFUSE AND RECYCLING. Goo's agrees to maintain and operate the dumpster enclosure area and maintenance area identified in Exhibit C. This shall include, but is not limited to, administering contracts with disposal and recycling companies for the service of removing such materials from this location for proper disposal off site. Goo's shall be responsible for maintaining this structure, including but not limited to ongoing cleaning and removal of debris in and around the structure, snow removal, and landscaping. Goo's shall not have the exclusive right to use the structure, but rather act as the RA's agent for administering contracts with other businesses along Main Street within the general vicinity who wish to use the structure. Goo's shall have the right to charge other businesses for the use of the structure. Such charge shall not exceed more than ten (10) percent above the actual costs incurred by Goo's for performing its responsibilities under this paragraph.

5. INSURANCE AND INDEMNITY. Goo's shall, at all times during this Agreement, at Goo's expense, insure the Licensed Area for general liability in an amount of coverage of not less than One Million Dollars (\$1,000,000) for injury of or death to any one person, and One Million Dollars (\$1,000,000) for injury or death in any one occurrence (to any number of persons), and property damage liability insurance with limits of liability coverage of not less than Five Hundred Thousand Dollars (\$500,000). The policies shall name Goo's and RA as co-insureds. Goo's shall with respect to any insurance coverage required in this Agreement, furnish RA with certificates of insurance showing compliance with this paragraph and stating that RA will be notified in writing thirty (30) days prior to cancellation, change or non-renewal of insurance.



This Agreement is made as of the Effective Date.

**GUU'S:  
Guu Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_, Owner

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) SS.  
COUNTY OF PORTAGE     )

Personally came before me this \_\_\_\_ day of June, 2014, the above-named \_\_\_\_\_, as the Owner of Guu Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission expires \_\_\_\_\_.

[ADDITIONAL SIGNATURES/ACKNOWLEDGMENTS ON FOLLOWING PAGES]

**RA:  
REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT**

By: \_\_\_\_\_  
Andrew J. Halverson, Chairman

Attest: \_\_\_\_\_  
Michael R. Ostrowski, Executive Secretary

**ACKNOWLEDGMENT**

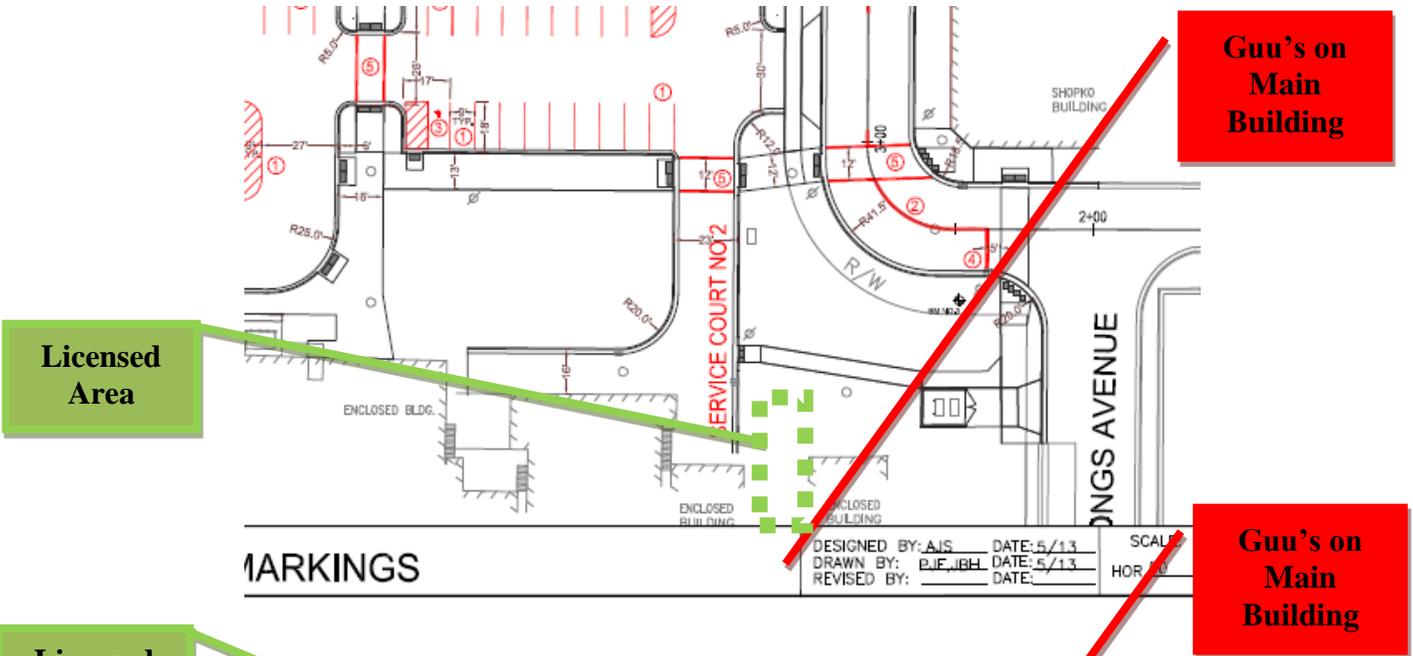
STATE OF WISCONSIN     )  
  ) SS.  
COUNTY OF PORTAGE     )

Personally came before me this \_\_\_\_ day of June, 2014, the above-named Andrew J. Halverson and Michael R. Ostrowski, as the Chairman and Executive Secretary of the Redevelopment Authority of the City of Stevens Point, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.

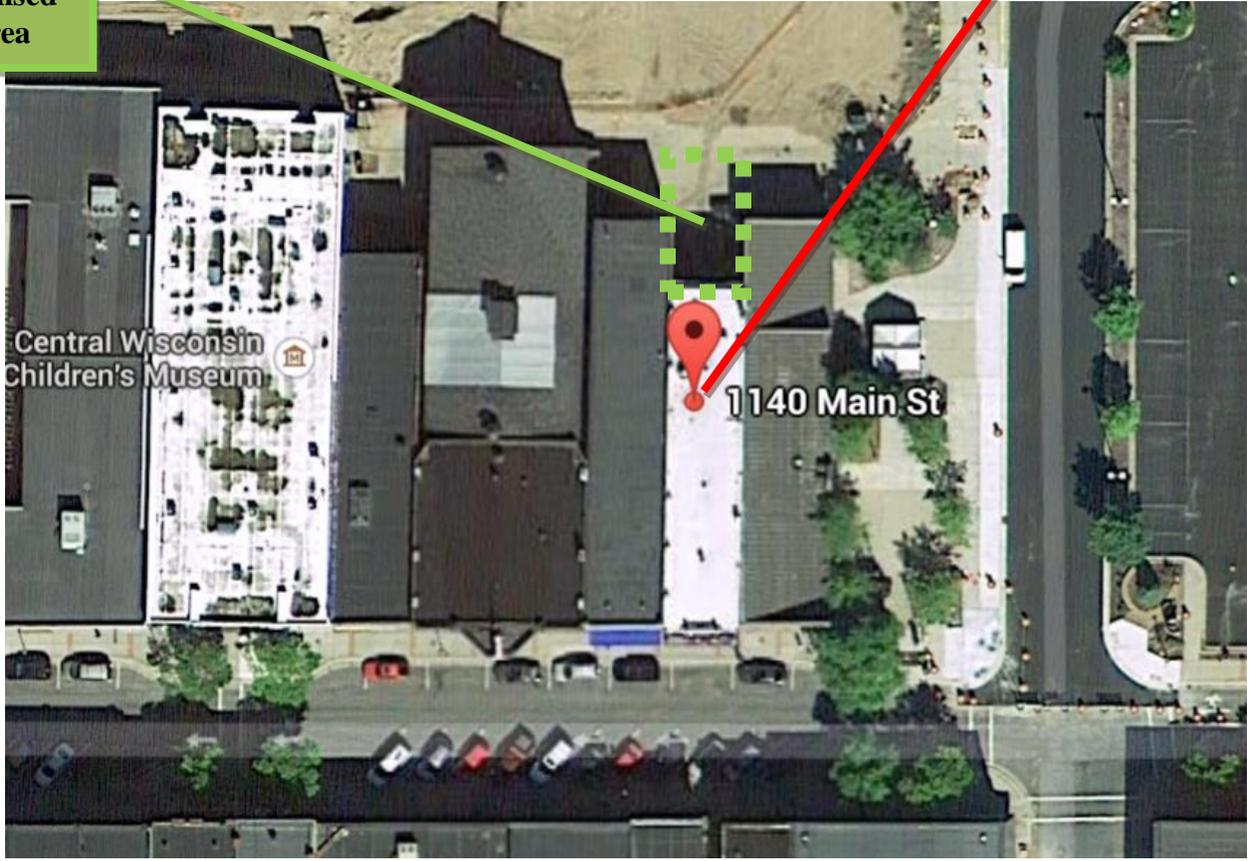
\_\_\_\_\_  
Becky Kalata  
Notary Public, Wisconsin  
My Commission expires December 1, 2013.

**EXHIBIT A**

**DEPICTION OF LICENSED AREA AND MAINTENANCE AREA**



Licensed Area



Licensed Area

**EXHIBIT B**

**DEPICTION OF INTENDED INSTALLATIONS IN LICENSED AREA**

**EXHIBIT C**

**DEPICTION OF REFUSE AND RECYCLING CORRAL AREA**

