



## AGENDA

### REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

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<b>Date and Time:</b>	Tuesday, July 8, 2014 4:00 PM	<b>Location:</b>	County/City Building City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
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1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the June 9, 2014 redevelopment authority meeting.
3. Approval of the special June 9, 2014 joint common council / redevelopment authority meeting.
4. Approval of financial reports, claims, and statements from May 2014.
5. Amendment No. 4 to the AECOM Agreement for Environmental Services, for remedial action – soil venting piles on Mason Street, former Dunrite Cleaners.
6. Maintenance needs and financial projections for Edgewater Manor.
7. Executive Director's update (informational purposes only).
8. 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 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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**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

## Memo

### Redevelopment Authority of the City of Stevens Point

To: Redevelopment Authority Board of Commissioners  
From: Michael Ostrowski  
CC:  
Date: 7/1/2014  
Re: Agenda Item Summaries for July 8, 2014 Redevelopment Authority Board Meeting

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the June 9, 2014 redevelopment authority meeting.

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

3. Approval of the special June 9, 2014 joint common council / redevelopment authority meeting.

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

4. Approval of financial reports, claims, and statements from May 2014.

The RA Board will need to approve the financial reports, claims, and statements from May 2014.

5. Amendment No. 4 to the AECOM Agreement for Environmental Services, for remedial action – soil venting piles on Mason Street, former Dunrite Cleaners.

As part of the environmental remediation process for the mall redevelopment, this is the next stage in the process for remediating the former Dunrite Cleaners site. This amendment covers tasks associated with the remediation of tetrachloroethene (PCE) contaminated soil placed in three soil vent piles constructed at the city-owned lot on Mason Street. Soil vapor extraction (SVE) will be used to treat PCE contaminated soil contained in the vent piles. It is anticipated that the remediation will be completed by November 2014. The cost for this stage is \$58,000.

6. Maintenance needs and financial projections for Edgewater Manor.

During the special common council / redevelopment authority meeting on June 9, 2014 conversation occurred on how to proceed with Edgewater Manor. Several suggestions were made, including: putting out an RFP to get additional opinions on the building, selling the property, looking at tax credit options, remodeling the facility, and doing a structural analysis of the entire facility.

The RA needs to decide how they would like to proceed with Edgewater Manor. I have attached my memo and financial projections / cost estimates that were provided to you prior.

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

8. Adjourn.



# MINUTES

## REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

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<b>Date and Time:</b>	June 9, 2014 5:00 PM	<b>Location:</b>	Lincoln Center 1519 Water Street Stevens Point, WI 54481
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**Present:** Chairperson Halverson, Alderperson R. Stroik, Commissioner Molski, Commissioner Sawyer, and Commissioner Dugan

**Excused:** Commissioner Adamski and Commissioner Schlice

**Also Present:** Executive Director Ostrowski, City Attorney Beveridge, Nate Enwald, Justin Busa, Nick Busa, Scott Gulan, and Barb Jacob.

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### Index

1. Roll call.

Discussion and possible action on the following:

- 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.
  - Reconvene into open session (approximately 10 minutes after adjourning into closed session).
  - 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.
  - Approval of the minutes from the May 13, 2014 Redevelopment Authority meeting.
  - Actions of the Plan Commission from their June 2, 2014 meeting, relating to the lease/license of Redevelopment Authority properties.
  - 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.
  - 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.
  - Adjourn.
- 

1. Roll call.

**Present: Halverson, Stroik, Molski, Sawyer, Dugan**

Discussion and possible action on the following:

- 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.

**Motion by Alderperson R. Stroik enter into closed session (at 5:02 PM); seconded by Commissioner Molski.**

**Roll Call: Yeas - Halverson, Stroik, Molski, Sawyer, Dugan**

**Nays - None**

**Motion carried 5-0.**

3. Reconvene into open session (approximately 10 minutes after adjourning into closed session).

**Motion by Alderperson R. Stroik enter into open session (at 5:18 PM); seconded by Commissioner Sawyer.**

**Roll Call: Yeas - Halverson, Stroik, Molski, Sawyer, Dugan**

**Nays - None**

**Motion carried 5-0.**

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.

**Motion by Alderperson R. Stroik to approve a CWED loan to 13 Investments, LLC with the following parameters:**

- **Loan Amount: \$25,000.00,**
- **Interest Rate: 2%,**
- **Term: 7 years,**
- **Collateral: First position lien on the property at 1043 Union Street, along with other necessary personal guarantees, and**
- **Staff shall have the ability to approve any further technical details that are needed;**

**seconded by Commissioner Dugan.**

**Roll Call: Yeas - Halverson, Stroik, Molski, Sawyer, Dugan**

**Nays - None**

**Motion carried 5-0.**

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

**Motion by Commissioner Molski to approve the minutes from the May 13 Redevelopment Authority meeting; seconded by Alderperson R. Stroik. Motion carried 5-0.**

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

Executive Director Ostrowski said that the Plan Commission did recommend approval of the Guu's license as well as the license for JLP.

**Motion by Alderperson R. Stroik to accept the recommendations by the Plan Commission; seconded by Commissioner Molski. Motion carried 5-0.**

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.

Aldersperson R. Stroik said this is in exchange for having them maintain the dumpster area. Executive Director Ostrowski said they will administer the dumpster program. We are building the corrals, but they will contract with the disposal company and work with the other business owners.

Aldersperson R. Stroik asked if we offered this opportunity to all of the other business owners. Executive Director Ostrowski said no, Downtown Plaza was chosen because they are one of the largest owners, and they have multi tenants within their building, which makes it a lot easier. Aldersperson R. Stroik wanted to make sure that we have reasonable justification for picking them.

Aldersperson R. Stroik said they could lease those seven spots out for top dollar. Executive Director said they intend to use those spaces for their tenants.

**Motion by Commissioner Molski to approve the lease/license agreement with JLP Enterprises, LLC; seconded by Aldersperson R. Stroik.**

Commission Sawyer asked the City Attorney if the property description is adequate for both of the agreements. City Attorney Beveridge said the legal descriptions have been reviewed.

Commissioner Dugan expressed concern with the amount of pavement in the area and lack of greenspace.

**Motion carried 5-0.**

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.

Executive Director said this is a fairly similar situation to the previous item. Guu would be maintaining the dumpster area on this side of the property, and in exchange he would get a 25' by 50' area to locate a patio area.

Commissioner Sawyer said on the second page of the agreement, item 1b the ability to come on other portions of the RA property, would there be any limit to this. Executive Director Ostrowski indicated that the RA parcel in question would be service court 2, which would be their loading area. In addition, they would need to cross the area to the north; otherwise they would not have access to it.

Commissioner Sawyer said Section 2 Rent, "monitory" should be changed to "monetary."

Commissioner Dugan expressed concern with the amount of pavement in the area. Chairperson Halverson said the plan has been approved. Executive Director Ostrowski said there will be greenspace north of the walkway, south of the walkway, as well as north of the Children's Museum.

Aldersperson R. Stroik asked if this would remove the sidewalk café off of Main Street. Executive Director Ostrowski said he could still have both. Aldersperson R. Stroik asked if it was his intention to eliminate that one. Scott Gulan said he could not answer that at this time.

**Motion by Chairperson Halverson to approve the lease/license agreement with Guu Inc.; seconded by Commissioner Sawyer.**

**Roll Call: Yeas - Halverson, Stroik, Molski, Sawyer, Dugan**

**Nays - None**

**Motion carried 5-0.**

9. Adjourn.

**Meeting adjourned at 5:29 PM.**

**Approved:**

\_\_\_\_\_  
**Andrew J. Halverson, Chairperson**

\_\_\_\_\_  
**Date**

**Attest:**

\_\_\_\_\_  
**Michael Ostrowski, Executive Director**

\_\_\_\_\_  
**Date**

**City of Stevens Point  
SPECIAL JOINT COUNCIL/REDEVELOPMENT AUTHORITY MEETING**

**Lincoln Center  
1519 Water Street**

**June 9, 2014  
5:30 P.M.**

**Mayor Andrew J. Halverson, presiding**

**Council**

**Roll Call:** Ald. Doxtator, Wiza (5:32), M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips, Moore, O'Meara.

**Excused:** Ald. Suomi.

**Redevelopment  
Authority**

**Roll Call:** Mayor Halverson, S. Sawyer, M. Molski, R. Stroik, C. Dugan

**Also Present:** City Atty. Beveridge, City Clerk Moe; Comptroller/Treasurer Ladick; Directors Schrader, Ostrowski and Schatschneider; Interim Chief Finn; Asst. Chief Zenner; Human Resource Manager Jakusz; Assessor Shepro; Deputy Comptroller/Treasurer Freeberg; Jeremy Sloins; Scott Gulan; Barb Jacob; Sari Lesk; Nate Ewald, Thomas Valenta.

**Discussion of maintenance needs and financial projections of Edgewater Manor (Discussion Only).**

Mayor Halverson said the Redevelopment Authority owns and operates the Edgewater Manor; however, the Common Council has the authority to weigh in on this proposal. Financial projections are an item that needs to be discussed to determine how this moves forward.

Dir. Michael Ostrowski stated the Redevelopment Authority approved a temporary fix at last month's meeting. There are concerns with the façade as it is pulling away from the structural frame of the building. An engineer reviewed the status. One recommendation was complete removal of the façade while another advised selective replacement as needed. The Redevelopment Authority was willing to go through with some of the selected repairs; however, the Wisconsin Director of the National Masonry Institute noted this was the worst he has seen in years. This prompted the Redevelopment Authority to act on a temporary solution, which was essentially taking fasteners and fastening the façade to the building. This will buy the City/RDA about 1 to 2 years. After this time, the recommendation is to remove the façade. There were several options discussed including repairing just the façade, repairing the façade and windows, and selling the facility. Estimates have been received from an architect and range anywhere from \$800,000 to approximately \$3.2 million. If consideration is given to selling the property, there would need to be a caveat that the buyer is aware of the current state of the facility. There are some tax credit options available however there are some disadvantages to these.

Ald. Wiza asked how long would it take to put out an RFP to get other opinions.

Dir. Ostrowski stated that an RFP could be prepared but the cost is unknown and the City would probably have to pay for another estimate. He said he was very comfortable with the architect that they had been working with.

Ald. Phillips stated that Edgewater has had more than its share of problems. The City needs to consider its options including cutting our losses or bringing the facility up to as good as possible.

Dir. Ostrowski stated that Candlewood has been in there for approximately 6 months and they have done a phenomenal job. There have been no real complaints and everybody likes them. The facility is well kept and clean. The amount of investment that is needed to bring the building up to a marketable condition would be challenging as the City would need to realize about a 95% occupancy rate. He feels that even getting to this point the City would see some significant losses every year.

Ald. Phillips asked if residents receiving vouchers can use them anywhere.

Dir. Ostrowski replied that he is correct. About half of Edgewater's residents have vouchers and they could take those vouchers to any property within Portage County.

Ald. Phillips stated he looked at the appliances and believes the cost estimates presented are not accurate numbers. He said that he went to a reputable appliance dealer here in Stevens Point and looked at appliances for an apartment: a stove, refrigerator, dishwasher, a stackable washer and dryer; the total comes up to \$3,000.

Dir. Ostrowski responded saying that his numbers include the wall pack that would be installed for the air conditioning unit and is similar to that of a hotel room. This is a major cost.

Ald. Phillips questioned if each unit has a washer and dryer.

Dir. Ostrowski answered no.

Ald. Phillips believes the appliance costs are suspect and that the total cost should be lower than the \$3.1 million.

Ald. R. Stroik stated the City had several bids to purchase the building where the individuals did an inspection before they submitted an offer. None of the bidders noted any concern with the façade. He would like to see more than opinion in order to truly understand what the City is dealing with. He would like to have a second opinion.

Dir. Ostrowski said we had W.J. Higgins, the engineer, went through it twice and the Wisconsin Director of the International Masonry Institute went through it as well. He said hiring another engineer to go through the facility could be put on another agenda. There are other benefits besides a new façade, such as insulation and windows.

Mr. Sawyer asked about the age of the building.

Dir. Ostrowski responded that it was built between 1978-1979.

Dir. Ostrowski stated that the windows were caulked. When they drilled it, some water was released but they did caulk it. When talking about the facade, we are talking about everything from the top down.

Ms. Dugan stated that with major work of approximately \$3 million, the City needs to ask if we can afford it and what is our borrowing power as well as why we should keep it. The reasons remain the same, it is for an elderly, low income population who want to live independently in their own small apartments, but also want to be communal. This particular location is directly across from the street from the senior center, close to the library, bus, churches and the river.

Mayor Halverson stated that the only way this would work is if the City had some significant tax credit partners where we could create multiple subsets, very similar to what we did with the High Rise. But in this case the competitiveness of the tax credits that are out there, the way that they would be structured, and the time to be able to do that would be quite remarkable. He said he does not think the City is in a position to engage in subsidized senior housing without any tax credit participation or HUD participation. He believes this does not make sense given the amount of debt the City would need to take on to do this project. For the building to be successful he believes the City would have to lift the senior restriction. At that point, we are talking about an apartment building and he does not think the City has any business being in the market rate apartment business.

Ald. Wiza believed Ald. Stroik brought up good ideas and that putting out an RFP would not do any harm. He feels the City does not need to hire an architect or engineer since through the RFP process the Council could see what alternatives might be available. Ald. Wiza suggested the City put out an RFP for a repair and/or replacement to the façade to set everyone's minds at ease that the City is thoroughly inspecting the building and exploring all of the options before a decision is made.

Ald. R. Stroik asked how much time would be involved.

Dir. Ostrowski stated that the City would have to pay for an opinion from a structural engineer on whether or not the façade needs to be replaced. The Council can get the replacement costs per square footage for replacement windows, insulation, etc., but would likely need to hire another engineer to do an evaluation on the facility and write a report indicating what they felt was occurring and their recommendations.

Ald. O'Meara stated getting a structural engineer to look at the whole building is a good idea as the Council should know what is happening with the entire building.

Ald. Trzebiatowski said he agreed.

Ald. R. Stroik stated the company with the highest bid to purchase the property is still interested in the building, but would not go through another RFP process. He asked the City Attorney or the Director if there would be any reason why the City couldn't reconsider the original bid and allow them to do their own structural analysis and come back with an offer.

Mayor Halverson said the City would have to open it up for any and all offers.

Ald. Stroik suggested a motion to reconsider, but knows the motion could not be made at this meeting as it is for discussion purposes only.

Mayor Halverson said the City tried that once and he disagrees with Ald. Stroik.

Ald. O'Meara stated he would still like to have a structural engineer review Edgewater. If the building needs to be razed, it is better for the City to raze it and keep the riverfront and redevelopment. It's much better if everybody knows its condition.

Mr. Sawyer said he is concerned with the idea of allowing the previous high bidder to come in and not put forward any new information as new issues have developed since their last proposal. While a company might be willing to overlook and take a gamble on it, he does not know if that is best for the City. He said he is interested in knowing what the other possibilities are and feels it is not always about money. He believes the Council has to factor in the real benefit to the community as a whole in having this facility. There is a social and cultural value that you cannot necessarily put a dollar figure on.

**Adjournment.**

Meeting adjourned at 6:06 p.m.

2:10 PM  
05/27/14  
Cash Basis

## Edgewater Manor- Profit & Loss

May 2014

	May 14
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Vending Machine Income	502.05
A/C Income	107.90
Cable Income	1,485.47
Rental Income	27,324.09
<b>Fee Income</b>	
Laundry	1,051.00
<b>Total Fee Income</b>	1,051.00
<b>Total Income</b>	30,470.51
<b>Gross Profit</b>	30,470.51
<b>Expense</b>	
Cable Service	2,603.12
Management Fees	2,000.00
<b>Repairs</b>	
Building Repairs	6,310.55
<b>Total Repairs</b>	6,310.55
<b>Supplies</b>	
Maintenance	987.80
<b>Total Supplies</b>	987.80
Telephone	129.88
Trash Removal	297.44
<b>Utilities</b>	
Gas and Electric	4,088.51
Water	3,164.28
<b>Total Utilities</b>	7,252.79
<b>Total Expense</b>	19,581.58
<b>Net Ordinary Income</b>	10,888.93
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Other Income	
Security Deposit Collected	1,120.00
<b>Total Other Income</b>	1,120.00
<b>Total Other Income</b>	1,120.00
<b>Other Expense</b>	
Other Expense	
Security Deposit Refunded	1,060.00
<b>Total Other Expense</b>	1,060.00
<b>Total Other Expense</b>	1,060.00
<b>Net Other Income</b>	60.00
<b>Net Income</b>	10,948.93

2:10 PM

05/27/14

Cash Basis

## Edgewater Manor - Checkbook Register

As of May 31, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						32,655.22
Edgewater Manor						32,655.22
Deposit	5/1/2014			560.00	560.00	33,215.22
General Journal	5/1/2014			294.00	294.00	33,509.22
General Journal	5/1/2014			564.00	564.00	34,073.22
General Journal	5/1/2014			564.00	564.00	34,637.22
General Journal	5/1/2014			564.00	564.00	35,201.22
General Journal	5/1/2014			560.00	560.00	35,761.22
General Journal	5/1/2014			560.00	560.00	36,321.22
General Journal	5/1/2014			564.00	564.00	36,885.22
Deposit	5/1/2014			560.00	560.00	37,445.22
Deposit	5/1/2014			1,895.44	1,895.44	39,340.66
Deposit	5/1/2014			7,628.00	7,628.00	46,968.66
Deposit	5/1/2014			2,511.00	2,511.00	49,479.66
Check	5/2/2014	27699	WPS	-17.52	-17.52	49,462.14
Deposit	5/2/2014			560.00	560.00	50,022.14
General Journal	5/5/2014			560.00	560.00	50,582.14
General Journal	5/5/2014			564.00	564.00	51,146.14
General Journal	5/5/2014			331.00	331.00	51,477.14
General Journal	5/5/2014			430.00	430.00	51,907.14
General Journal	5/5/2014			302.00	302.00	52,209.14
General Journal	5/5/2014			268.00	268.00	52,477.14
General Journal	5/5/2014			288.00	288.00	52,765.14
General Journal	5/5/2014			225.00	225.00	52,990.14
General Journal	5/5/2014			323.00	323.00	53,313.14
General Journal	5/5/2014			302.00	302.00	53,615.14
General Journal	5/5/2014			264.00	264.00	53,879.14
General Journal	5/5/2014			295.00	295.00	54,174.14
General Journal	5/5/2014			349.00	349.00	54,523.14
General Journal	5/5/2014			264.00	264.00	54,787.14
General Journal	5/5/2014			439.00	439.00	55,226.14
General Journal	5/5/2014			304.00	304.00	55,530.14
General Journal	5/5/2014			289.00	289.00	55,819.14
Deposit	5/5/2014			1,992.00	1,992.00	57,811.14
Check	5/5/2014	27736	Candlewood Property Management	-1,842.46	-1,842.46	55,968.68
Check	5/6/2014	27800	Stevens Point Water Dept.	-3,164.28	-3,164.28	52,804.40
Deposit	5/6/2014			2,424.02	2,424.02	55,228.42
Check	5/7/2014	27794	Adam Roberts	-777.05	-777.05	54,451.37
Deposit	5/9/2014			347.00	347.00	54,798.37
Check	5/9/2014	27756	Advanced Disposal	-297.44	-297.44	54,500.93
Check	5/12/2014	27863	AT&T	-129.88	-129.88	54,371.05
Check	5/12/2014	27864	Charter Communications	-2,603.12	-2,603.12	51,767.93
Deposit	5/13/2014			560.00	560.00	52,327.93
Deposit	5/14/2014			1,553.05	1,553.05	53,880.98
General Journal	5/15/2014			560.00	560.00	54,440.98
General Journal	5/15/2014			443.00	443.00	54,883.98
Check	5/19/2014	28533	Roto-Rooter	-75.00	-75.00	54,808.98
Check	5/19/2014	28556	Candlewood Property Management	-3,021.34	-3,021.34	51,787.64
Check	5/21/2014	28572		-530.00	-530.00	51,257.64

2:10 PM

05/27/14

Cash Basis

## Edgewater Manor - Checkbook Register

As of May 31, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Check	5/21/2014	28573	W.J. Higgins	-1,582.50	-1,582.50	49,675.14
Check	5/27/2014	28608	WPS	-4,070.99	-4,070.99	45,604.15
Check	5/27/2014		Candlewood Property Management	-2,000.00	-2,000.00	43,604.15
Total Edgewater Manor					10,948.93	43,604.15
Total Chase - Trust Account					10,948.93	43,604.15
<b>TOTAL</b>					<b>10,948.93</b>	<b>43,604.15</b>



JPMorgan Chase Bank, N.A.  
 Wisconsin Market  
 P O Box 659754  
 San Antonio, TX 78265-9754

May 01, 2014 through May 30, 2014  
 Account Number: [REDACTED]

**CUSTOMER SERVICE INFORMATION**

If you have any questions about your statement, please contact your Customer Service Professional.

RECEIVED

JUN 06 2014

COM DEV/INSP



00000167 DDA 121 141 15114 NNNNNNNNNN T 1 000000000 60 0000

REDEVELOPMENT AUTHORITY OF THE CITY OF S  
 TEVENS POINT  
 EDGEWATER MANOR ACCOUNT  
 1515 STRONGS AVE  
 STEVENS POINT WI 54481-3543

**SAVINGS SUMMARY**

Public Funds Commercial MMDA

	INSTANCES	AMOUNT
Beginning Balance		\$76,782.57
Deposits and Additions	1	1.95
Ending Balance	1	\$76,784.52
Interest Paid This Period		\$1.95
Interest Paid Year-to-Date		\$5.55

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$76,782.57
05/30	Interest Payment	1.95	76,784.52
	Ending Balance		\$76,784.52

Your service charges, fees and earnings credit have been calculated through account analysis.

**INTEREST RATE ON COLLECTED BALANCE**

INTEREST RATE(S)	DATE	TO	DATE	AT	RATE
	05/01		05/31	AT	0.03%



JPMorgan Chase Bank, N.A.  
Wisconsin Market  
P O Box 659754  
San Antonio, TX 78265-9754

May 01, 2014 through May 30, 2014  
Account Number [REDACTED]

**CUSTOMER SERVICE INFORMATION**

If you have any questions about your statement, please contact your Customer Service Professional.

**RECEIVED**

**JUN 06 2014**

**COM DEV/INSP**



00000311 DDA 121 141 15114 NNNNNNNNNNN T 1 000000000 61 0000

REDEVELOPMENT AUTHORITY OF THE CITY OF S  
TEVENS POINT  
HOUSING TRUST FUND INTEREST  
1515 STRONGS AVE  
STEVENS POINT WI 54481-3543



15152110830010031101

**SAVINGS SUMMARY**

Public Funds Commercial MMDA

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$13,013.65</b>
Deposits and Additions	5	34,619.93
<b>Ending Balance</b>	<b>5</b>	<b>\$47,633.58</b>
Interest Paid This Period		\$0.91
Interest Paid Year-to-Date		\$1.22

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$13,013.65</b>
05/06	Orig CO Name:Baird                      Orig ID:9006037917 Desc Date:140505 CO Entry Descr:Credit    Sec:PPD Trace#:042000017159338 Eed:140506 Ind ID:0130207900731                      Ind Name:Community Dev Auth Trn: 1267159338Tc	<b>107.88</b>	13,121.53
05/08	Deposit	<b>28,442.84</b>	41,564.37
05/20	Orig CO Name:Baird                      Orig ID:9006037917 Desc Date:140519 CO Entry Descr:Credit    Sec:PPD Trace#:042000015563535 Eed:140520 Ind ID:0130207900731                      Ind Name:Community Dev Auth Trn: 1395563535Tc	<b>2,872.52</b>	44,436.89
05/28	Orig CO Name:Baird                      Orig ID:9006037917 Desc Date:140527 CO Entry Descr:Credit    Sec:PPD Trace#:042000012753758 Eed:140528 Ind ID:0130207900731                      Ind Name:Community Dev Auth Trn: 1472753758Tc	<b>3,195.78</b>	47,632.67
05/30	Interest Payment	<b>0.91</b>	47,633.58
	<b>Ending Balance</b>		<b>\$47,633.58</b>

Your service charges, fees and earnings credit have been calculated through account analysis.

**INTEREST RATE ON COLLECTED BALANCE**

INTEREST RATE(S)	DATE	TO	DATE	AT	RATE
	05/01		05/31		0.03%

June 27, 2014

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

Subject: **Amendment No. 4 to Proposal for Environmental Services  
Remedial Action – Soil Vent Piles on Mason Street  
Former Dun-Rite Cleaners  
Stevens Point, Wisconsin  
WDNR BRRTS No. 02-50-559009  
AECOM Project No. 60282270**

Dear Michael,

AECOM is submitting Amendment No. 4 to our proposal, dated November 16, 2012, to provide environmental services to the Stevens Point Redevelopment Authority (RDA) associated with the Former Dun-Rite Cleaners remediation project. Our amended Scope of Services includes tasks associated with the remediation of tetrachloroethene (PCE) contaminated soil placed in three soil vent piles constructed at the city-owned lot on Mason Street. Soil vapor extraction (SVE) will be used to treat PCE contaminated soil contained in the vent piles. AECOM submitted a Remedial Action Plan for the site to the RDA and Wisconsin Department of Natural Resources (WDNR) in August 2013.

### Background

In September 2013, River View Construction excavated PCE contaminated soil from the Former Dun-Rite Cleaners site and used the excavated material to construct three soil vent piles on a city-owned lot next to the municipal waste water treatment plant on Mason Street. The total volume of PCE contaminated soil placed in the vent piles was approximately 4,400 cubic yards. PCE levels as high as 987 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ) were detected in soil samples collected from the site during the site investigation.

Construction of the soil vent piles was completed in October 2013, including the installation of vacuum conveyance piping, valves and an impermeable, synthetic cover. AECOM performed an SVE pilot test on the soil vent piles in November 2013 to determine minimum air flow rates and vacuum pressures inside the piles, and whether potential vapor emissions would require pre-treatment.

### Remedial Approach

Based on the SVE pilot test results, the length of time for SVE system operation is estimated to be up to four months to complete the soil vent piles remediation. The actual period of operation will depend on analytical results for vapor emissions samples periodically collected from the SVE system exhaust and from soil confirmation samples collected from the vent piles. Pre-treatment of recovered PCE vapor will not be necessary and vapor emissions are anticipated to be less than Wisconsin air quality regulatory limits. A site closure request will be submitted to the WDNR when soil confirmation sample results indicate PCE levels in the soil vent piles are consistently near or below the detection limit to eliminate the need for off-site disposal.

### Scope of Services

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

#### 1. General and Pre-Field Activities, Mobile SVE System Installation

- a. Provide and install a trailer-mounted (mobile) SVE system to remove PCE vapors from the soil vent piles located on Mason Street. The SVE blower (pump) will be powered by a 230 Volt, 3-phase electric motor and have an operating capacity of at least 500 standard cubic feet per minute (scfm).
- b. Contact Wisconsin Public Service (WPS) to request installation of a power drop to provide a separately metered source of electricity to run the SVE system. Alternatively, a connection will be made to the existing 230 Volt, 3-phase electrical service at the municipal waste water treatment plant to run the SVE system.
- c. Retain a subcontract, licensed electrician to make electrical connections necessary to power the SVE system.
- d. Retain a Wisconsin Department of Natural Resources (WDNR) certified laboratory to analyze vapor emission samples and confirmation soil samples collected during the remedial action.
- e. Update the project-specific Safe Work Plan/Task Hazard Analysis (SWP/THA) for toxic/hazardous materials to cover remedial action services described herein, which shall apply to all personnel admitted to work on the project site. Other city and RDA representatives or contractors shall remain the responsible party for the safety, means, and methods of all construction activities other than those specifically controlled by the SWP/THA.

#### 2. Mobile SVE System Operation & Maintenance, Air Emissions Monitoring

- a. Prepare an Operation and Maintenance Plan for the mobile SVE system used to treat the PCE soil vent piles. The plan will include instructions for operating and maintaining the system and monitoring volatile vapor emissions during soil treatment. A copy of the O&M Plan will be submitted to the WDNR and RDA.
- b. Operate and maintain the mobile SVE system for a period of up to four months and perform air emissions monitoring as follows:
  - 1) Collect exhaust stack samples from the mobile SVE system using the *Methanol Impinger Method* to periodically analyze VOC levels emitted to the atmosphere during startup and operation to monitor compliance with Wisconsin air quality regulations. The frequency of vapor emission monitoring will be performed in accordance with NR 419.07, Wisconsin Administrative Code, dated January 2012, as follows:
    - Daily for the first three days of SVE system operation (startup, 3 samples)
    - Weekly for the next three weeks of SVE system operation (first month, 3 samples)
    - Monthly, thereafter, for up to three months of SVE system operation (second through fourth months, 3 samples)
  - 2) Laboratory analyze the exhaust stack samples (a total of up to 9 samples) for VOCs using U.S. Environmental Protection Agency (EPA) Method 8260, normal turnaround.
  - 3) Record air flow rates and vacuum pressures generated by the mobile SVE system each month and make extraction rate adjustments as needed to maintain vapor emission levels below Wisconsin air quality standards.



### 3. Confirmation Soil Sampling and Analysis

- a. Upon completion of the soil treatment using SVE, collect one set of confirmation samples from each soil venting pile using a hand-driven soil probe fitted with a split spoon sampler. Soil probe locations will be established on maximum 30-foot spacings on each pile. An estimated total of 42 soil probes will be sampled.
- b. Collect two representative soil samples from variable depths at each soil probe location for laboratory analysis (a total of up to 84 soil samples).
- c. Laboratory analyze the confirmation soil samples (a total of up to 84 samples) for VOCs using U.S. EPA Method 8260, normal turnaround.

### 4. Reporting - Remedial Action

- a. Prepare a Remedial Action Report documenting the completion of PCE contaminated soil excavation and soil vent pile treatment, including:
  - 1) Descriptions of the remedial action methods, sampling, analytical and monitoring methods used during the remedial action.
  - 2) A site layout plan for the Former Dun-Rite Cleaners site showing pertinent site features, excavation depths and limits, confirmation soil sample locations and analytical results.
  - 3) A site layout plan for the Mason Street soil treatment site showing pertinent site features, remediation system components and confirmation soil sample locations.
  - 4) Tabulated summaries of laboratory analytical results for confirmation soil samples and air emissions samples collected at the sites.
  - 5) A photograph log of pertinent aspects of the remediation sites.
  - 6) Copies of laboratory analytical reports and sample chain of custodies.
- b. Submit one bound, paper copy and one electronic copy on CD of the Remedial Action Report to the RDA and WDNR.

#### Additional Assumptions

Assumptions or conditions associated with this amended Scope of Services include the following:

1. There is 230 Volt, 3-phase electrical service available in the immediate vicinity of the site.
2. Utility charges for electrical service usage are not included with this Amendment and will be paid by the Stevens Point RDA or City of Stevens Point.
3. The City of Stevens Point will be responsible for the removal of the remediated soil vent piles on Mason Street, including:
  - Loading and hauling the remediated soil to other locations for beneficial reuse as clean fill.
  - Disposal or beneficial reuse of synthetic liners, PVC piping and valves.
4. Upon completion of the soil vent pile remediation, the mobile SVE system will be transferred to the Former Normington's Laundry site next to Mid-State Technical College for use in remediating PCE contaminated soil there.

#### Schedule

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

- |   |                        |
|---|------------------------|
| 1. Field Work (Mobile SVE system installation and startup): | July 2014              |
| 2. Field Work (O&M and Monitoring)                          | August – November 2014 |
| 3. Field Work (Confirmation Soil Sampling and Analysis):    | November 2014          |
| 4. Remedial Action Report:                                  | February 2015          |



### 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 previously approved by the City of Stevens Point under our original proposal, dated November 16, 2012, which are enclosed. Our fee for these services shall not exceed the following:

Prior Contract Price	\$208,750
Estimated Increase by this Amendment	<u>\$58,000</u>
<b>Revised Estimated Contract Price</b>	<b>\$266,750</b>

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

1. Consulting Services	\$44,300
2. Equipment Rental (Mobile SVE System – 4 months)	\$7,200
3. Subcontract Laboratory Analytical Services	<u>\$6,500</u>
<b>Total</b>	<b>\$58,000</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 Stevens Point RDA can authorize AECOM to proceed with the work described in this Amendment by signing and returning the enclosed Authorization to Proceed form at your earliest convenience.

We appreciate this opportunity to assist the Stevens Point RDA 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

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**AECOM Technical Services, Inc.**  
200 Indiana Avenue, Stevens Point, WI 54481  
T 715-341-8110 F 715-341-7390



**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 Redevelopment Authority as described in AECOM's Amendment No. 4 to Project No. 60282270, dated June 27, 2014, with a budget authorization of \$58,000.00 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

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**Effective January 1, 2012**

**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 100% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

**OTHER DIRECT COSTS** - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Subcontract 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 and travel-related expenses will be billed in accordance with current Federal Acquisition Regulation (FAR) approved rates, which are subject to revision in accordance with FAR directives. The current FAR approved rate for vehicle use as of January 1, 2012, is \$0.51 per mile. Per diem costs will be charged 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.

**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.

City of Stevens Point

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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. This shall not prevent Client from complying with the open records statute, Section 19.85, Wisconsin Statutes.

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. **CHANGES.** 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 insurance limits specified in Section 6 (Insurance) above. 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.

City of Stevens Point  
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# Memo

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

Ph: (715) 346-1567 • Fax: (715) 346-1498  
mostrowski@stevenspoint.com

## City of Stevens Point – Department of Community Development

To: Redevelopment Authority and Common Council  
From: Michael Ostrowski  
CC:  
Date: 6/3/2014  
Re: Edgewater Manor

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At last month's Redevelopment Authority (RA) meeting the RA discussed the current situation regarding the façade at Edgewater Manor. At that time it was decided to proceed with the temporary fix (fastening the façade to the building and recaulking the window areas) until a long term solution could be decided upon. According to the engineer that the RA hired, the temporary solution is about a one to two year fix. Following that, the entire façade is recommended to be removed and replaced. Therefore, the RA and Common Council will need to decide how they plan to proceed with the property.

The following is a list of options that may be pursued relating to the property. **Please be aware that we have not selected a preferred option. The options listed below are intended to assist with the conversation on Monday. When evaluating a project, all options need to be identified and then analyzed accordingly.**

- Option 1 - Replace the façade and windows, along with doing the needed renovations to the facility.

This option would involve a complete removal and replacement of the façade. In addition, once the façade is off the building, it would be advantageous to also replace the windows, as well as the other upgrades that would be required to make the property more competitive. I did receive an estimate for the removal and replacement of the façade and windows. There were two options, (1) replace the façade with brick veneer at a price of about \$665,679, or (2) replace the façade with EIFS at a price of about \$440,000. In addition, the window cost would be about \$430,000 regardless of the option. The architectural fees would be about \$25,000-\$45,000. This would be a total of about \$919,000 to \$1,144,679. In addition to this price, it would likely be the best time to do the needed upgrades to the facility. This cost estimate is approximately \$1,929,785. This would bring the total project cost to about \$3.2 million with contingency.

With the above option, Edgewater Manor would lose about \$400,000 over the next twenty years. This assumes an increasing occupancy, a one percent increase in rents per year,

about \$25,000 worth of capital expenses per year, and \$5,000 per year dedicated to marketing. Please see the attached spreadsheet for further information.

This option could also include selective updates.

- Option 2 - Put the facility up for sale on the open market and attempt to sell it as is. Even in its current state, there may be buyers for the facility. With this option, you would likely need to set a price and put it on the open market and review any potential offers that are submitted.
- Option 3 – Look for other tax credit options. The difficulty with this option is that tax credits are competitive and certain timelines need to be met for the applications. Given the need to do something within the next one to two years, this may not really be an option.
- Option 4 – Other. The options listed above are not all inclusive. There are other options that may exist for the property, including the potential of razing the building and selling the real estate for new development. Given the current state of the facility, and the cost to bring it up to a somewhat marketable property, there may be other options for the real estate.

The reason we are having a joint meeting with the Common Council is because the Common Council will need to be involved with this facility one way or another. If it is decided that the facility is going to be renovated, the City would likely have to borrow the needed funds. If it is decided that the property will be sold, the City will need to sign off on the sale, per the agreement between the RA and the City. Having a joint meeting, along with future meetings will hopefully assist in getting everyone on the same page with a common goal for the facility.

There are several options that could be pursued with this facility, and each of them has their advantages and disadvantages. With this said, I think the RA and Common Council really need to review each option and evaluate them to determine a proper course of action. You have approximately a year to two years to decide what to do with the facility, according to the engineer. Given that some of the options may take some time to go through, it would be best to start discussing this now. The joint meeting on Monday is intended to discuss the current situation and look at options that you would like to pursue further.

**Please note, the joint meeting will be for discussion only.**

Full Remodel - 1% increase in rents

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Vacancy Rate	35%	30%	25%	20%	15%	10%	8%	8%	8%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
<b>Operating Receipts (Inc 1%)</b>	530.00	535.30	540.65	546.06	551.52	557.04	562.61	568.23	573.91	579.65	585.45	591.30	597.22	603.19	609.22	615.31	621.47	627.68	633.96	640.30
3100 Gross Potential Rents (\$530x80+\$625x1)	509,425.00	514,513.00	519,651.88	524,842.15	530,084.32	535,378.91	540,726.45	546,127.47	551,582.49	557,092.07	562,656.74	568,277.05	573,953.58	579,686.86	585,477.48	591,326.00	597,233.01	603,199.09	609,224.84	615,310.83
3105 Vacancy Loss	178,298.75	154,353.90	129,912.97	104,968.43	79,512.65	53,537.89	43,258.12	43,690.20	44,126.60	27,854.60	28,132.84	28,413.85	28,697.68	28,984.34	29,273.87	29,566.30	29,861.65	30,159.95	30,461.24	30,765.54
<b>3110 Net Rental Revenue</b>	<b>331,126.25</b>	<b>360,159.10</b>	<b>389,738.91</b>	<b>419,873.72</b>	<b>450,571.67</b>	<b>481,841.02</b>	<b>497,468.34</b>	<b>502,437.27</b>	<b>507,455.89</b>	<b>529,237.46</b>	<b>534,523.90</b>	<b>539,863.20</b>	<b>545,255.90</b>	<b>550,702.52</b>	<b>556,203.61</b>	<b>561,759.70</b>	<b>567,371.36</b>	<b>573,039.14</b>	<b>578,763.59</b>	<b>584,545.29</b>
3120 Excess Utilities	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
<b>Total Rental Income</b>	<b>332,626.25</b>	<b>361,659.10</b>	<b>391,238.91</b>	<b>421,373.72</b>	<b>452,071.67</b>	<b>483,341.02</b>	<b>498,968.34</b>	<b>503,937.27</b>	<b>508,955.89</b>	<b>530,737.46</b>	<b>536,023.90</b>	<b>541,363.20</b>	<b>546,755.90</b>	<b>552,202.52</b>	<b>557,703.61</b>	<b>563,259.70</b>	<b>568,871.36</b>	<b>574,539.14</b>	<b>580,263.59</b>	<b>586,045.29</b>
3610 Interest on General Fund Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3690 Other Income	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
3690.010 Other Income - Cable Revenue (Inc 3%)	18,300.00	18,849.00	19,414.47	19,996.90	20,596.81	21,214.72	21,851.16	22,506.69	23,181.89	23,877.35	24,593.67	25,331.48	26,091.42	26,874.17	27,680.39	28,510.80	29,366.13	30,247.11	31,154.53	32,089.16
3690.020 Other Income - Laundry Revenue	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
3690.030 Other Income - Vending Machine Revenue	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
3690.040 Other Income - Resident Charges	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
<b>Total Operating Income</b>	<b>359,326.25</b>	<b>388,908.10</b>	<b>419,053.38</b>	<b>449,770.62</b>	<b>481,068.48</b>	<b>512,955.74</b>	<b>529,219.49</b>	<b>534,843.96</b>	<b>540,537.78</b>	<b>563,014.81</b>	<b>569,017.57</b>	<b>575,094.68</b>	<b>581,247.32</b>	<b>587,476.68</b>	<b>593,784.00</b>	<b>600,170.51</b>	<b>606,637.49</b>	<b>613,186.25</b>	<b>619,818.12</b>	<b>626,534.45</b>
4230 Contract Costs (Cable-Increase 3%)	29,600.00	30,488.00	31,402.64	32,344.72	33,315.06	34,314.51	35,343.95	36,404.27	37,496.39	38,621.29	39,779.92	40,973.32	42,202.52	43,468.60	44,772.66	46,115.84	47,499.31	48,924.29	50,392.02	51,903.78
<b>Total Resident Services</b>	<b>29,600.00</b>	<b>30,488.00</b>	<b>31,402.64</b>	<b>32,344.72</b>	<b>33,315.06</b>	<b>34,314.51</b>	<b>35,343.95</b>	<b>36,404.27</b>	<b>37,496.39</b>	<b>38,621.29</b>	<b>39,779.92</b>	<b>40,973.32</b>	<b>42,202.52</b>	<b>43,468.60</b>	<b>44,772.66</b>	<b>46,115.84</b>	<b>47,499.31</b>	<b>48,924.29</b>	<b>50,392.02</b>	<b>51,903.78</b>
<b>Utilities Expenditures</b>	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase					
4310 Water	3,500.00	3,605.00	3,713.00	3,825.00	3,940.00	4,060.00	4,179.00	4,305.00	4,434.00	4,567.00	4,704.00	4,845.00	4,990.00	5,140.00	5,294.00	5,453.00	5,616.00	5,785.00	5,959.00	6,137.00
4311 Sewer (includes storm water fee)	8,500.00	8,755.00	9,018.00	9,288.00	9,567.00	9,854.00	10,149.00	10,454.00	10,768.00	11,091.00	11,423.00	11,766.00	12,119.00	12,483.00	12,957.00	13,440.00	13,930.00	14,428.00	14,934.00	15,448.00
4320 Electricity	44,500.00	45,835.00	47,210.05	48,626.35	50,085.14	51,587.70	53,135.33	54,729.39	56,371.27	58,062.41	59,804.28	61,598.41	63,446.36	65,349.75	67,310.24	69,329.55	71,409.44	73,551.72	75,758.27	78,031.02
4330 Gas	16,300.00	16,789.00	17,292.67	17,811.45	18,345.79	18,896.17	19,463.05	20,046.94	20,648.35	21,267.80	21,905.84	22,563.01	23,239.90	23,937.10	24,655.21	25,394.87	26,156.71	26,941.42	27,749.66	28,582.15
4390 Other Utilities Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Utilities Expense</b>	<b>72,800.00</b>	<b>74,984.00</b>	<b>77,233.72</b>	<b>79,550.80</b>	<b>81,937.94</b>	<b>84,397.86</b>	<b>86,926.38</b>	<b>89,535.33</b>	<b>92,221.62</b>	<b>94,988.21</b>	<b>97,837.12</b>	<b>100,772.42</b>	<b>103,795.26</b>	<b>106,909.85</b>	<b>110,216.46</b>	<b>113,420.42</b>	<b>116,822.15</b>	<b>120,327.14</b>	<b>123,937.93</b>	<b>127,655.17</b>
<b>Maintenance Expenditures</b>	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase	3% Increase					
4410 Labor (1/2 time Maint Person assigned)	18,700.00	19,261.00	19,838.83	20,433.99	21,047.01	21,678.43	22,328.78	22,998.64	23,688.60	24,399.26	25,131.24	25,885.17	26,661.73	27,461.58	28,285.43	29,133.99	30,008.01	30,908.25	31,835.50	32,790.56
4420 Materials	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55	2,388.10	2,459.75	2,533.54	2,609.55	2,687.83	2,768.47	2,851.52	2,937.07	3,025.18	3,115.93	3,209.41	3,305.70	3,404.87	3,507.01
4430 Contract Costs-Other	800.00	824.00	848.72	874.18	900.41	927.42	955.24	983.90	1,013.42	1,043.82	1,075.13	1,107.39	1,140.61	1,174.83	1,210.07	1,246.37	1,283.77	1,322.28	1,361.95	1,402.80
4430.1 Contract Costs-Heat & Cooling	1,700.00	1,751.00	1,803.53	1,857.64	1,913.36	1,970.77	2,029.89	2,090.79	2,153.51	2,218.11	2,284.66	2,353.20	2,423.79	2,496.51	2,571.40	2,648.54	2,728.00	2,809.84	2,894.14	2,980.96
4430.2 Contract Costs-Door Openers/Security	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51	1,159.27	1,194.05	1,229.87	1,266.77	1,304.77	1,343.92	1,384.23	1,425.76	1,468.53	1,512.59	1,557.97	1,604.71	1,652.85	1,702.43	1,753.51
4430.3 Contract Costs-Elevator Maintenance	10,000.00	10,300.00	10,609.00	10,927.27	11,255.09	11,592.74	11,940.52	12,298.74	12,667.70	13,047.73	13,439.16	13,842.34	14,257.61	14,685.34	15,125.90	15,579.67	16,047.06	16,528.48	17,024.33	17,535.06
4430.4 Contract Costs-Grounds	200.00	206.00	212.18	218.55	225.10	231.85	238.81	245.97	253.35	260.95	268.78	276.85	285.15	293.71	302.52	311.59	320.94	330.57	340.49	350.70
4430.5 Contract Costs-Unit Turnaround	5,000.00	5,100.00	5,202.00	5,306.04	5,412.16	5,520.40	5,630.81	5,743.43	5,858.30	5,975.46	6,094.97	6,216.87	6,341.21	6,468.03	6,597.39	6,729.34	6,863.93	7,001.21	7,141.23	7,284.06
4430.6 Contract Costs-Electrical	800.00	824.00	848.72	874.18	900.41	927.42	955.24	983.90	1,013.42	1,043.82	1,075.13	1,107.39	1,140.61	1,174.83	1,210.07	1,246.37	1,283.77	1,322.28	1,361.95	1,402.80
4430.7 Contract Costs-Plumbing	1,200.00	1,236.00	1,273.08	1,311.27	1,350.61	1,391.13	1,432.86	1,475.85	1,520.12	1,565.73	1,612.70	1,661.08	1,710.91	1,762.24	1,815.11	1,869.56	1,925.65	1,983.42	2,042.92	2,104.21
4430.8 Contract Costs-Extermination	1,200.00	1,236.00	1,273.08	1,311.27	1,350.61	1,391.13	1,432.86	1,475.85	1,520.12	1,565.73	1,612.70	1,661.08	1,710.91	1,762.24	1,815.11	1,869.56	1,925.65	1,983.42	2,042.92	2,104.21
4430.9 Contract Costs-Janitorial	1,400.00	1,442.00	1,485.26	1,529.82	1,575.71	1,622.98	1,671.67	1,721.82	1,773.48	1,826.68	1,881.48	1,937.93	1,996.07	2,055.95	2,117.63	2,181.15	2,246.59	2,313.99	2,383.41	2,454.91
4431 Contract Costs-Garbage & Trash Removal	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53	3,477.82	3,582.16	3,689.62	3,800.31	3,914.32	4,031.75	4,152.70	4,277.28	4,405.60	4,537.77	4,673.90	4,814.12	4,958.54	5,107.30	5,260.52
Compensated Absences	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55	2,388.10	2,459.75	2,533.54	2,609.55	2,687.83	2,768.47	2,851.52	2,937.07	3,025.18	3,115.93	3,209.41	3,305.70	3,404.87	3,507.01
4433 Employee Benefits Contributions - Maint	14,700.00	15,141.00	15,595.23	16,063.09	16,544.98	17,041.33	17,552.57	18,079.15	18,621.52	19,180.17	19,755.57	20,348.24	20,958.69	21,587.45	22,235.07	22,902.12	23,589.18	24,296.86	25,025.77	25,776.54
<b>Total Maintenance Expense</b>	<b>63,700.00</b>	<b>65,561.00</b>	<b>67,476.83</b>	<b>69,449.11</b>	<b>71,479.53</b>	<b>73,569.79&lt;/</b>														

<b>Units</b>	<b>81</b>	
Flooring	2500	
Appliances	4650	
Sink/Garbage	300	
Cabinets	2500	
Bathroom	2000	
Wall Finishing	400	
Misc.	1000	
<b>TOTAL</b>	<b>13350</b>	<b>1081350</b>

<b>Common Areas</b>		
Flooring and Furnishings	175000	
Common Bath	7500	
Exterior Doors	15000	
First Floor Kitchen	7500	
HVAC w/ Control	35000	
Boiler	15000	
<b>TOTAL</b>	<b>255000</b>	

<b>Exterior</b>		
Windows	430000	
Exterior Façade	710679	
Trees	3000	
Landscaping	15000	
Roof	200000	
Parking Lot	200000	
<b>TOTAL</b>	<b>1558679</b>	

10% Contingency 289502.9

TOTAL 3184531.9