



AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	Wednesday, October 1, 2014 4:00 PM	Location:	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 August 12, 2014 Redevelopment Authority meeting.
3. Approval of financial reports, claims, and statements from July 2014.
4. Use of the Redevelopment Authority-owned land north of the Central Wisconsin Children's Museum, 1100 Main Street, for the Healthy Halloween Hoedown event sponsored by the Central Wisconsin Children's Museum.
5. Acceptance of Ready for Reuse Grant and authorization for Chairperson and/or Executive Director to execute the Ready for Reuse Grant Contract relating to environmental remediation activities at the Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.
6. AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.
7. Outstanding loan from the Redevelopment Authority on the property at 1248 Fifth Avenue, Stevens Point, WI 54481, and settlement agreement.
8. Use of Housing Trust Fund interest revenue.
9. Opening of proposals for Edgewater Manor. **No action will be taken on this item.**
10. Executive Director's update (informational purposes only).
11. Adjourn.

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 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.



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: 9/23/2014
Re: Agenda Item Summaries for October 1, 2014 Redevelopment Authority Board Meeting

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the August 12, 2014 Redevelopment Authority meeting.

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

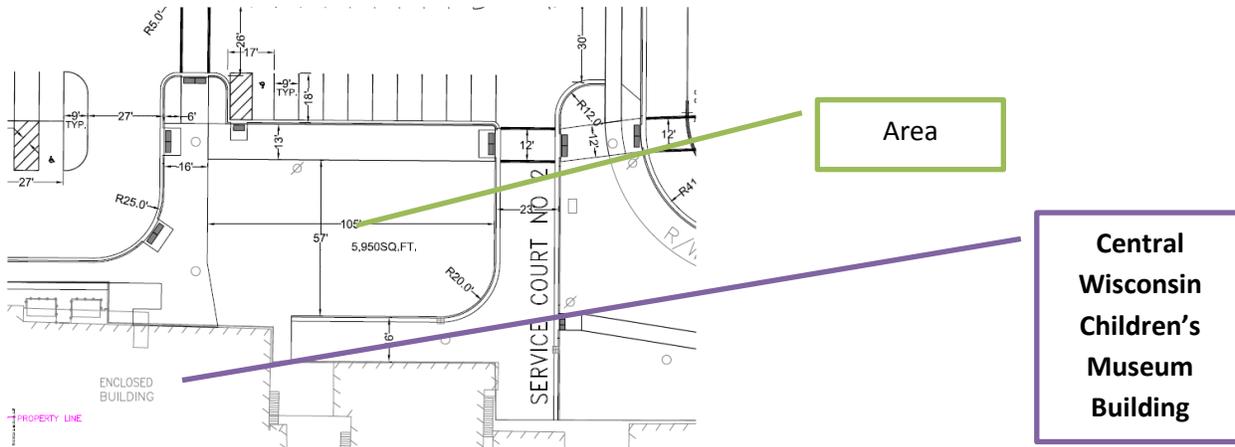
3. Approval of financial reports, claims, and statements from July 2014.

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

4. Use of the Redevelopment Authority-owned land north of the Central Wisconsin Children’s Museum, 1100 Main Street, for the Healthy Halloween Hoedown event sponsored by the Central Wisconsin Children’s Museum.

The Children’s Museum is requesting to use this area for an event on October 24, 2014. Please see the attached request. Staff would recommend approval with the following conditions:

- The Central Wisconsin Children’s Museum accepts all liability for the site from setup to take down.
- The area is returned to its current condition by Monday, October 27, 2014.



5. Acceptance of Ready for Reuse Grant and authorization for Chairperson and/or Executive Director to execute the Ready for Reuse Grant Contract relating to environmental remediation activities at the Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.

I have been made aware that we will be receiving a Ready for Reuse Grant from the Wisconsin Department of Natural Resources for the environmental remediation of the former Lullabye Furniture Site, 1017 Third Street. The grant award will be in the amount of \$155,737. Once the contract is finalized, we will need to execute it. I am seeking your approval to exercise the agreement with the Wisconsin Department of Natural Resources.

6. AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.

Relating to the prior agenda item, we will need to contract with an environmental firm to remediate the site. We have been working with AECOM on this site for several years, and they were the firm who did the Phase 1 and Phase 2 on the site under a previous grant award. Furthermore, they have indicated that the soil excavation should occur before the end of the year, with the approval of the Voluntary Party Liability Exemption (VPLE) certificate likely by spring of 2015. This timeline will allow us to proceed with redevelopment of the site in early 2015, if a redevelopment opportunity is present. If not remediated in calendar year 2014, it may push back development opportunities to 2016.

The cost for their services is \$59,809. They will also be subcontracting with an excavation firm to remove the contaminated soil. The cost for this part of the project will be an amendment to the contract after they receive proposals from firms.

AECOM's proposal is attached.

7. Outstanding loan from the Redevelopment Authority on the property at 1248 Fifth Avenue, Stevens Point, WI 54481, and settlement agreement.

This item relates to a foreclosed property where the title company missed both the City's and RA's mortgages. Since then, the property has been purchased by another person. Given our subordinate position, it is unlikely that we will be able to collect the full amount. The title company is offering \$5,000 (\$2,500 to City and \$2,500 to RA) to settle this situation. The original loan amount was \$10,000 from the City and \$10,000 from the RA.

8. Use of Housing Trust Fund interest revenue.

Given the status of Edgewater Manor, I would like to have a conversation about the future use of the interest from the housing trust funds prior to making any further loan commitments.

9. Opening of proposals for Edgewater Manor. **No action will be taken on this item.**

Proposals for Edgewater Manor are due October 1, 2014 at 1:00 PM. We will be opening the proposals at the meeting, but not taking any official action until the next Board meeting.

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

11. Adjourn.



MINUTES

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	August 12, 2014 4:00 PM	Location:	City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
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Present: Chairperson Halverson, Commissioner Molski, Commissioner Adamski, Commissioner Sawyer, and Commissioner Dugan

Excused: Alderperson R. Stroik and Commissioner Dugan

Also Present: Executive Director Ostrowski, City Attorney Beveridge, Alderperson M. Stroik, Mary Ann Laszewski, Greg Wright, Bill Schierl, Megan Hogfeldt, Jennifer Glad, and Ada Sanders.

Index

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the July 8, 2014 redevelopment authority meeting.
3. Approval of financial reports, claims, and statements from June 2014.
4. Golden Sands Resource Conservation & Development Council use of greenspace currently north of the Fox Theater and Children's Museum.
5. Fox Theater presentation/update.
6. Amendment No. 4 to the AECOM Agreement for Environmental Services, for Remedial Action - PCE Contaminated Soil, SVE System Installation, Operation & Maintenance, and Monitoring, former Normington's Laundry.
7. Award contract for landscaping around Municipal Lot 15/16 and Strongs Avenue extended.
8. Award contract(s) for artistic benches.
9. Mall redevelopment project update.
10. Edgewater Manor update.
11. Executive Director's update (informational purposes only).
12. Adjourn.

1. Roll call.

Present: Halverson, Molski, Adamski, Sawyer, Dugan

Discussion and possible action on the following:

2. Approval of the minutes from the July 8, 2014 redevelopment authority meeting.

Motion by Commissioner Molski to approve the minutes from the July 8, 2014 Redevelopment Authority meeting; seconded by Commissioner Sawyer. Motion carried 5-0.

3. Approval of financial reports, claims, and statements from June 2014.

Executive Director Ostrowski said that Candlewood has set up a separate account to handle the security deposits.

Motion by Commissioner Adamski to approve the financial reports, claims, and statements from June 2014; seconded by Commissioner Sawyer. Motion carried 5-0.

4. Golden Sands Resource Conservation & Development Council use of greenspace currently north of the Fox Theater and Children's Museum.

Executive Director Ostrowski said this was the space that the Children's Museum was going to program; however, they have notified us that they will not be doing so at this time. He has been working with Golden Sands Resource Conservation & Development Council on using the space. They have come up with a few ideas. At this time, no specifics have been worked out, but he is looking at getting preliminary approval to proceed with the project. Once everything is in place, a final design would be brought back for approval.

Jennifer Glad explained the purpose of the Golden Sands Resource Conservation & Development Council. She said they are looking at beautifying the space and having a sustainable place that people can utilize. They do not plan to program the space.

Megan Hogfeldt went over the designs outlined in the packet and the businesses that she has contacted to help develop the space.

Commissioner Dugan asked if the Fox would take this space if they added on. Chairperson Halverson said that was his concern. Therefore, anything we do needs to be easily movable or not be of a significant value. Ms. Glad said that has been taken into account with the designs and they are fully aware of the potential for the Fox Theater to expand.

It was decided to have the Executive Director continue on with the project.

5. Fox Theater presentation/update.

Greg Wright and Bill Schierl gave an update on the status of the Fox Theater. Mr. Wright explained the past year has been an investigative phase with the hiring of a structural engineer and preservationist engineer. The business plan is being developed to determine the use of the facility before doing any design work. They are now shifting into the design phase, and soon will be reaching out to architects for plans of how the renovation can address the usage needs.

The Sanders' family presented a letter of support for the redevelopment of the Fox Theater.

6. Amendment No. 4 to the AECOM Agreement for Environmental Services, for Remedial Action - PCE Contaminated Soil, SVE System Installation, Operation & Maintenance, and Monitoring, former Normington's Laundry.

Executive Director Ostrowski said that this is the next stage in the process for this area of contamination, and it will cover the remedial action plan, system installation, and operation and maintenance.

Commissioner Molski asked if we are coming to the end of the remediation process. Executive Director Ostrowski answered we are in the process of starting up the system on the Mason Street site to be remediated by November. That system will then be moved to the former Normington site. This site could take a couple of years depending on the levels.

9:26 AM
07/24/14
Cash Basis

Edgewater Manor- Profit & Loss

July 2014

	Jul 14
Ordinary Income/Expense	
Income	
A/C Income	112.07
Cable Income	1,711.90
Rental Income	30,654.40
Fee Income	
Laundry	1,649.85
Total Fee Income	1,649.85
Total Income	34,128.22
Gross Profit	34,128.22
Expense	
Office Misc	50.00
Lawn Care	400.00
Management Fees	2,145.81
Repairs	
Building Repairs	6,682.53
Total Repairs	6,682.53
Supplies	
Maintenance	325.40
Total Supplies	325.40
Trash Removal	296.54
Utilities	
Water	123.00
Total Utilities	123.00
Total Expense	10,023.28
Net Ordinary Income	24,104.94
Other Income/Expense	
Other Income	
Security Deposit Collected	610.00
Total Other Income	610.00
Total Other Income	610.00
Net Other Income	610.00
Net Income	<u>24,714.94</u>

9:26 AM

07/24/14

Cash Basis

Edgewater Manor Security Deposits - Checkbook Register

As of July 31, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						0.00
Edgewater Manor Security Depos						0.00
Check	7/24/2014		Edgewater Manor	21,712.94	21,712.94	21,712.94
Total Edgewater Manor Security Depos					21,712.94	21,712.94
Total Chase - Trust Account					21,712.94	21,712.94
TOTAL					21,712.94	21,712.94

9:26 AM
 07/24/14
 Cash Basis

Edgewater Manor - Checkbook Register
 As of July 31, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						34,107.92
Edgewater Manor						34,107.92
Deposit	7/1/2014			560.00	560.00	34,667.92
Deposit	7/1/2014			802.00	802.00	35,469.92
General Journal	7/1/2014			564.00	564.00	36,033.92
General Journal	7/1/2014			564.00	564.00	36,597.92
General Journal	7/1/2014			564.00	564.00	37,161.92
General Journal	7/1/2014			580.00	580.00	37,721.92
General Journal	7/1/2014			560.00	560.00	38,281.92
General Journal	7/1/2014			564.00	564.00	38,845.92
Deposit	7/1/2014			1,375.37	1,375.37	40,221.29
Deposit	7/1/2014			2,216.00	2,216.00	42,437.29
Deposit	7/1/2014			7,060.00	7,060.00	49,497.29
Deposit	7/1/2014			271.00	271.00	49,768.29
Check	7/2/2014	28425		-530.00	-530.00	49,238.29
Deposit	7/2/2014			265.00	265.00	49,503.29
General Journal	7/3/2014			27.00	27.00	49,530.29
Deposit	7/3/2014			3,942.00	3,942.00	53,472.29
Check	7/3/2014	28512	Candlewood Property Management	-1,881.53	-1,881.53	51,590.76
Deposit	7/3/2014			1,148.00	1,148.00	52,738.76
Check	7/3/2014	28486	Trigs	-25.00	-25.00	52,713.76
General Journal	7/5/2014			295.00	295.00	53,008.76
General Journal	7/5/2014			208.00	208.00	53,216.76
General Journal	7/5/2014			560.00	560.00	53,776.76
General Journal	7/5/2014			564.00	564.00	54,340.76
General Journal	7/5/2014			288.00	288.00	54,628.76
General Journal	7/5/2014			225.00	225.00	54,853.76
General Journal	7/5/2014			331.00	331.00	55,184.76
General Journal	7/5/2014			430.00	430.00	55,614.76
General Journal	7/5/2014			323.00	323.00	55,937.76
General Journal	7/5/2014			302.00	302.00	56,239.76
General Journal	7/5/2014			264.00	264.00	56,503.76
General Journal	7/5/2014			302.00	302.00	56,805.76
General Journal	7/5/2014			299.00	299.00	57,104.76
General Journal	7/5/2014			349.00	349.00	57,453.76
General Journal	7/5/2014			268.00	268.00	57,721.76
General Journal	7/5/2014			264.00	264.00	57,985.76
General Journal	7/5/2014			304.00	304.00	58,289.76
General Journal	7/5/2014			289.00	289.00	58,578.76
Deposit	7/7/2014			1,461.00	1,461.00	60,039.76
Check	7/7/2014	28750	USA Fire Protection, Inc.	-195.00	-195.00	59,844.76
Check	7/7/2014	28751	Stevens Point Water Dept.	-123.00	-123.00	59,721.76
Check	7/8/2014	28487	Wal-Mart	-25.00	-25.00	59,696.76
Deposit	7/9/2014			929.00	929.00	60,625.76
Check	7/9/2014	28805	H&S Protection Systems, Inc	-58.03	-58.03	60,567.73
Check	7/10/2014	28822	PerMar Security Systems	-4,045.00	-4,045.00	56,522.73
Check	7/10/2014	28823	Advanced Disposal	-296.54	-296.54	56,226.19
Deposit	7/11/2014			1,124.00	1,124.00	57,350.19
General Journal	7/15/2014			560.00	560.00	57,910.19
General Journal	7/15/2014			443.00	443.00	58,353.19
Deposit	7/15/2014			1,466.00	1,466.00	59,819.19
Deposit	7/17/2014			1,495.85	1,495.85	61,315.04
Deposit	7/18/2014			816.00	816.00	62,131.04
Check	7/21/2014	28950	Candlewood Property Management	-1,228.37	-1,228.37	60,902.67
Check	7/21/2014	28952		-494.00	-494.00	60,408.67
Deposit	7/22/2014			580.00	580.00	60,988.67
Check	7/24/2014		Edgewater Manor	-21,712.94	-21,712.94	39,255.73
Check	7/24/2014		Candlewood Property Management	-2,145.81	-2,145.81	37,109.92
Total Edgewater Manor					3,002.00	37,109.92
Total Chase - Trust Account					3,002.00	37,109.92
TOTAL					3,002.00	37,109.92

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

EDGEWATER MANOR ACCOUNT (EDGEWATER CHECKING) (7)
July 31, 2014

Account: 24711101
Bank Account Number: 3078529996

Bank Statement Balance:	74,728.06	Book Balance Previous Month:	75,886.40
Outstanding Deposits:	.00	Total Receipts:	1.91
Outstanding Checks:	.00	Total Disbursements:	1,160.25
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	74,728.06	Book Balance:	74,728.06

M
8-29-14
- \$40.00 fee
should be
removed.

Outstanding Deposits

No outstanding deposits found!
Deposits cleared: 1 items Deposits Outstanding: 0 items

me
9-5-14

Outstanding Checks

No outstanding checks found!
Checks cleared: 2 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

Report Criteria:

Total By Reference Number and Date
 Journal Code: Journal Code = "CDEEDGE"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CDEEDGE						
1						
07/15/2014	1	ACCOUNT ANALYSIS SETTLEMENT C	247.56.00600.5950	GEN ADMINISTRATION CHARGES	50.25	
2						
07/15/2014	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS		50.25-
Documents: 2 Transactions: 2						
Total CDEEDGE:					50.25	50.25-
Grand Totals:					50.25	50.25-

CITY OF STEVENS POINT

Journals - CREDGE Journal for Redev Auth Edgewater
 CASH RECEIPTING - EDGEWATER (CREDGE)
 Period: 7/31/2014 (07/14)

Page: 1
 Aug 29, 2014 11:04AM

Report Criteria:

Total By Reference Number and Date
 Journal Code: Journal Code = "CREDGE"

AL 8-29-14

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CREDGE						
1						
07/31/2014	1	INTEREST FOR JULY 2014	247.48.00110.56	INTEREST ON CHECKING ACCT		1.91-
2						
07/31/2014	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	1.91	

Documents: 2 Transactions: 2

Total CREDGE:

1.91 1.91-

Grand Totals:

1.91 1.91-

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)
July 31, 2014

Account: 24611101
Bank Account Number: 3078529970

Bank Statement Balance:	134,762.40	Book Balance Previous Month:	63,669.34
Outstanding Deposits:	.00	Total Receipts:	77,755.94
Outstanding Checks:	.00	Total Disbursements:	6,662.88
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	134,762.40	Book Balance:	134,762.40

Handwritten:
ML
8-29-14
MO
8-5-14

Outstanding Deposits

No outstanding deposits found!
Deposits cleared: 9 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!
Checks cleared: 3 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

CITY OF STEVENS POINT

Journals - CDHTF Journal for Redev Auth HTF
 CASH DISB - HTF (CDHTF)
 Period: 7/31/2014 (07/14)

Page: 1
 Aug 29, 2014 10:39AM

Report Criteria:

Total By Reference Number and Date
 Journal Code: Journal Code = "CDHTF"

ML 8-29-14

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CDHTF						
1						
07/15/2014	1	ACCOUNT ANALYSIS SETTLEMENT C	246.56.00600.5950	GEN ADMIN CHARGES	55.39	
2						
07/15/2014	2	Auto Batch Total	246.11101	OTHER CASH ACCOUNTS		55.39-

Documents: 2 Transactions: 2

Total CDHTF:

55.39 55.39-

Grand Totals:

55.39 55.39-

Report Criteria:

Total By Reference Number and Date

Journal Code: Journal Code = "CRHTF"

UL 8-29-14

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CRHTF						
1						
07/01/2014	1	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		166.88-
2						
07/01/2014	2	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	166.88	
3						
07/08/2014	3	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,371.63-
4						
07/08/2014	4	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,371.63	
5						
07/10/2014	5	HUBBARD	246.49.00100.56	PRINCIPAL PAYMENTS		12,451.00-
6						
07/10/2014	6	WI TITLE - WOYAK TO LISS	246.49.00100.56	PRINCIPAL PAYMENTS		11,308.00-
7						
07/10/2014	7	PORTAGE CO TITLE - BURKART	246.49.00100.56	PRINCIPAL PAYMENTS		39,642.00-
8						
07/10/2014	8	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	38,499.00	
9						
07/14/2014	9	CRABB PRINCIPAL PYMT	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
10						
07/14/2014	10	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	25,070.68	
11						
07/22/2014	11	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		1,900.98-
12						
07/22/2014	12	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	1,900.98	
13						
07/28/2014	13	MCDONALD TITLE - STELK PAYOFF	246.49.00100.56	PRINCIPAL PAYMENTS		5,500.00-
14						
07/28/2014	14	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	5,500.00	
15						
07/29/2014	15	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,194.05-
16						
07/29/2014	16	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,194.05	
17						
07/31/2014	17	PETTY CASH DEPOSIT	246.48.19900.51	MISC UNCLASSIFIED REVENUE		50.00-
18						
07/31/2014	18	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	50.00	
19						
07/31/2014	19	INTEREST FOR JULY 2014	246.48.00110.56	INTEREST ON CHECKING ACCTS		2.72-
20						
07/31/2014	20	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	2.72	

Documents: 20 Transactions: 20

Total CRHTF:

77,755.94

77,755.94-

Grand Totals:

77,755.94

77,755.94-



September 19, 2014

Michael Ostrowski
City of Stevens Point
Stevens Point, WI 54481

Hello Michael,

Imagine a place where a child can celebrate being a child, a place where learning is inevitable as well as fun, where children can grow socially, emotionally and cognitively, where curiosity is celebrated and encouraged and where communities can wrap their arms around our children and families.

The Central Wisconsin Children's Museum will be holding our annual fundraising event, Healthy Halloween Hoedown, on Friday Oct. 24, 2014 from 5-8pm. This year we are expanding our event to provide even more fun and healthy activities to our attendees, offering more opportunities for museum supporters/sponsors, and to meet our increased fundraising goal.

So this year we would like to rent a 30x30 tent to be placed on the green space behind our building to enclose a small hoedown band with room for dancing for adults and children attending the event. There will also be a small platform for the band under the tent as well.

The event will last from 5-8pm. The tent company will be placing the tent during the day on Friday October 24, and will taking down the tent on Saturday October 25, during the day.

We will need to have electrical hook-up for the band, which we can provide from our building if that would work best. All event proceeds of this event are used to support family learning exhibits and programming at our non-profit museum.

I will follow-up with you to discuss any questions you may have.

Sincerely,

Joe Schoenberg
Development Director
715-344-2003 3#
414-559-8078 Cell
joe@cwchildrensmuseum.org



September 17, 2014

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

**Subject: Proposal for Remedial Action Services
Former Lullabye Furniture Site
1017 Third Street
Stevens Point, Wisconsin
AECOM Proposal No. OPP-248029**

Dear Michael,

AECOM is pleased to submit this proposal for Remedial Action Services associated with the Wisconsin Department of Natural Resources' (WDNR's) award of a Ready for Reuse Grant to the City of Stevens Point Redevelopment Authority (RA) for cleanup of soil contamination at the Former Lullabye Furniture site. Previous subsurface investigations have indicated that soil contaminated with tetrachloroethylene (PCE) and lead are present on the property at concentrations exceeding WDNR soil cleanup standards. The purpose of this project is to remove and dispose of the contaminated soils, and obtain case closure and a certificate of completion from the WDNR through their Voluntary Party Liability Exemption (VPLE) Program.

Project Scope

This project will include the following items:

1. Preparation of the following documents for WDNR review and subsequent placement in a publically-accessible administrative record for a 30-day public comment period in accordance with WDNR Ready for Reuse Grant requirements:
 - a. Remedial Action Plan
 - b. Community Relations Plan
 - c. Analysis of Brownfield Cleanup Alternatives
 - d. Quality Assurance/Quality Control Equivalent
2. Placement of a public notice in a newspaper of general circulation to announce the public comment period and location of the documents/administrative record. In accordance with the requirements of the Ready for Reuse Grant, the public notice will appear in a common area of the newspaper and not in the legal notice section.
3. Preparation of written responses to all comments received during the public comment period. A record of all comments and responses will be kept, and the record will be submitted to the WDNR Ready for Reuse Manager at the end of the comment period.
4. Retain a WDNR certified laboratory to analyze subsurface samples collected during the project. It is estimated that up to 25 soil samples will be analyzed for volatile organic compounds (VOCs), up to 10 soil samples will be analyzed for lead, and one groundwater sample will be analyzed for VOCs

5. Provide remediation planning and oversight for the project, including:
 - a. Preparation of bid documents for solicitation of contractor bids to remove contaminated soils from the Former Lullabye site including excavation, loading, hauling and disposal of contaminated soils and backfilling of excavations.
 - b. Preparation of the waste generator profile for signature by the City of Stevens Point RA.
 - c. Preparation of a site-specific Health and Safety Plan.
 - d. Excavation oversight, including field documentation and collection of soil samples for laboratory analysis of VOCs and lead to confirm removal of the contaminated soils.
 - e. Subcontractor scheduling and coordination.
6. Off-site groundwater testing to evaluate progress of natural attenuation and determine the continuing need for an off-site groundwater use restriction. The testing will be performed on City of Stevens Point property located south of CenterPoint Drive and include:
 - a. Retaining a subcontractor to install and subsequently abandon a temporary groundwater monitoring well.
 - b. Collection of a groundwater sample for laboratory analysis of VOCs.
7. Preparation of a remedial action summary report documenting activities associated with the removal and disposal of the contaminated soils. The report will include a summary of field activities, soil disposal documentation, laboratory analytical results, figures depicting the excavation limits, site photographs, and conclusions, recommendations, and opinions regarding the effectiveness of the remedial action. Submit two hard copies and one electronic copy of the Remedial Action Summary Report to the City of Stevens Point RA.
8. Assist the City of Stevens Point RA in obtaining case closure and a certificate of completion through the WDNR's VPLE Program including preparation and submittal to the WDNR of the following:
 - a. VPLE application
 - b. Environmental assessment and remediation reports, as required.
 - c. Request for case closure.
 - d. Request for a certificate of completion.
 - e. Request for an off-site exemption letter for contamination originating from the adjacent Dun-Rite cleaners site.
9. Assist the City of Stevens Point RA with programmatic grant processing and reporting activities, as required, including preparation and submittal to WDNR of the following:
 - a. Grant reimbursement requests.
 - b. Quarterly Progress Reports.
 - c. Final grant report.

Project Cost and Authorization to Proceed

AECOM will perform the services described above on a time-and-material basis, in accordance with the attached commercial terms and rates, which have been preapproved by the City of Stevens Point. Our fee for these services shall not exceed \$59,809.



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

Project Schedule

AECOM is prepared to begin work on this project immediately upon authorization to proceed. It is anticipated that contaminated soil excavation activities will be completed by December 31, 2014, and a case closure and a certificate of completion can be obtained by April 1, 2015.

Assumptions

The project cost and schedule was prepared based on the following assumptions:

1. Subcontract contaminated soil excavation and disposal services are not included as part of this agreement and will be added as part of a subsequent change order to this agreement following receipt of bids and subcontractor selection.
2. WDNR fees will be paid directly to the WDNR by the City of Stevens Point RA including:
 - a. VPLE Application Fee (\$250)
 - b. VPLE Advance Deposit Fee (\$4,000)
 - c. VPLE additional Fees (estimated at \$3,000)
 - d. VPLE Insurance Fee for Light Industrial Property (\$13,391)
 - e. GIS Registry Fee (\$350)
3. Excavation and backfilling activities can be completed with four 10-hour days.

A cost and/or schedule adjustment may be necessary if changes to these assumptions occur during the course of the project.

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

Sincerely,

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

Enclosures: AECOM Commercial Terms
 AECOM General Conditions
 AECOM Authorization to Proceed

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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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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 work for the Former Lullabye Furniture Site for the Stevens Point Redevelopment Authority as described in AECOM's Proposal, dated September 17, 2014, OPP-248029, with a budget authorization of \$59,809 under AECOM's Commercial Terms, Form 103B(01/12), and General Conditions, Form 102(01/12), 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: David Senfelds

Address: 200 Indiana Avenue, Stevens Point, WI 54481

Fax: (715) 341-7390

Phone: (715) 342-3039

Email: david.senfelds@aecom.com

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