



## AGENDA

### REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

---

<b>Date and Time:</b>	November 18, 2014 4:00 PM	<b>Location:</b>	Lincoln Center 1519 Water Street Stevens Point, WI 54481
-----------------------	------------------------------	------------------	--

---

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the October 1, 2014 and October 20, 2014 Redevelopment Authority meetings, and the minutes of the October 20, 2014 joint City Council / Redevelopment Authority meeting.
3. Approval of financial reports, claims, and statements from August and September 2014.
4. Amendment No.1 - AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.
5. Modifying the age restriction requirement for tenancy at Edgewater Manor.
6. Extending the contract for property management services for Edgewater Manor with Candlewood Property Management, LLC.
7. Award contract for Edgewater Manor property condition assessment services.
8. Consideration of a request to the Stevens Point Common Council to borrow the needed funds to repair, rehab, and upgrade of Edgewater Manor.
9. Approval of the 2015 budget.
10. Review and modification of Redevelopment Authority bylaws.
11. Election of Redevelopment Authority officers.
12. Adjourn into closed session (approximately 4:45 PM) pursuant to Wisconsin Statutes 19.85(1)(g) to confer with legal counsel with respect to litigation in which the Redevelopment Authority is or is likely to become involved, and Wisconsin Statutes 19.85(1)(e) for the deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, relating to the following:
  - a. A tenant lease violation at Edgewater Manor, and
  - b. Negotiating the terms of a development agreement for 1017 Third Street.
13. Reconvene into open session (approximately 5:00 PM) for possible action on the above.
14. 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, 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.

---



## Memo

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

### Redevelopment Authority of the City of Stevens Point

To: Redevelopment Authority Board of Commissioners  
 From: Michael Ostrowski  
 CC:  
 Date: 11/12/2014  
 Re: Agenda Item Summaries for November 18, 2014 Redevelopment Authority Board Meeting

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the October 1, 2014 and October 20, 2014 Redevelopment Authority meetings, and the minutes of the October 20, 2014 joint City Council / 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 August and September 2014.

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

4. Amendment No.1 - AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.

As indicated when the original agreement was approved in October, this is the amendment to add in the excavation services. AECOM sent out proposals to multiple firms, however, only one firm submitted a proposal. The amendment will add \$113,937 to the cost, for a total of \$173,746. The estimated WDNR fees are \$20,991, for a total of \$194,737 for the project. The WDNR has authorized \$155,737 for the grant and the Common Council has authorized \$56,410.26 for the local match. Therefore, the \$194,737 is within budget. It is anticipated that excavation will begin the week of November 24, 2014.

5. Modifying the age restriction requirement for tenancy at Edgewater Manor.

Given the need to increase occupancy in the building, the idea of reducing the age restriction was brought up as a way to capture a larger population to draw from. However, if it is lowered to an age below 55, we could be in violation of the Federal Fair Housing Act. The following relates to the exemptions from the Federal Fair Housing Act's protection:

***As a housing provider:***

*The Fair Housing Act (FHAct) protects all residents from discrimination on the basis of race, color, national origin, religion, sex, handicap or familial status (families with children under the age of 18*

living with parents or legal guardians; pregnant women and people trying to get custody of children under 18).

### **Senior Housing Exemption**

Although the FHAct was amended in 1988 to prohibit discrimination on the basis of disability and familial status, Congress intended to preserve housing specifically designed to meet the needs of senior residents. Housing that meets the FHAct definition of housing for older persons is **exempt** from the law's familial status requirements, provided that:

- HUD has determined that the dwelling is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates intent to house persons who are 55 or older.

Therefore, housing that satisfies the legal definition of senior housing or housing for older persons described above, can legally exclude families with children.

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/seniors](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/seniors)

Therefore, if the RA Board wants to change the age restriction, it should be eliminated in its entirety, as the third exemption would be too difficult to manage for the remaining 20% of the occupied units.

6. Extending the contract for property management services for Edgewater Manor with Candlewood Property Management, LLC.

The contract with Candlewood Property Management, LLC runs through the end of 2014 and will renew for an additional one year term if notice is not given 30 days prior to the expiration date. I spoke with Travis from Candlewood and he indicated that they would be willing to continue with management services at the same rate as the original contract. Candlewood Property Management, LLC has provided great service over the last year and I would recommend renewing the contract for another one year term. The original contract is enclosed.

7. Award contract for Edgewater Manor property condition assessment services.

In order to get a better understanding of the actual repairs and upgrades needed for Edgewater Manor, we may want to proceed with the property condition assessment that was put on hold. The firm that we were going to proceed with was AGL and their cost was \$9,925. I have a call into them to see if they would still honor that price if we proceeded with them. AGL's proposal is enclosed.

8. Consideration of a request to the Stevens Point Common Council to borrow the needed funds to repair, rehab, and upgrade of Edgewater Manor.

Depending on the actions taken on previous agenda items, this item would be requesting that the Common Council guarantee the funding needed to repair, rehab, and upgrade of Edgewater Manor. The extent of the repairs and upgrades will be dependent on a number of factors.

9. Approval of the 2015 budget.

Please find enclosed the 2015 proposed budgets for the Redevelopment Authority. They include Edgewater and the Housing Trust Fund.

10. Review and modification of Redevelopment Authority bylaws.

Please find enclosed the bylaws. If you have any changes, we can discuss them at the meeting.

11. Election of Redevelopment Authority officers.

The RA Board will need to elect officers for 2015.

12. Adjourn into closed session (approximately 4:45 PM) pursuant to Wisconsin Statutes 19.85(1)(g) to confer with legal counsel with respect to litigation in which the Redevelopment Authority is or is likely to become involved, and Wisconsin Statutes 19.85(1)(e) for the deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, relating to the following:

- a. A tenant lease violation at Edgewater Manor, and
- b. Negotiating the terms of a development agreement for 1017 Third Street.

13. Reconvene into open session (approximately 5:00 PM) for possible action on the above.

14. Adjourn.



# MINUTES

## REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

---

<b>Date and Time:</b>	October 1, 2014 4:00 PM	<b>Location:</b>	City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
-----------------------	----------------------------	------------------	--

---

**Present:** Chairperson Halverson, Alderperson Phillips, Commissioner Molski, Commissioner Adamski, Commissioner Schlice, and Commissioner Dugan

**Excused:** Commissioner Sawyer

**Also Present:** Executive Director Ostrowski, City Attorney Andrew Beveridge, Comptroller/Treasurer Corey Ladick, Associate Planner Kyle Kearns, Sari Lesk, David Senfelds, Mary Ann Laszewski, Barb Jacob, Mary Meyer, and Maggie Keneen

---

### Index

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.
-

1. Roll call.

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

Discussion and possible action on the following:

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

Chairperson Halverson said it should have been Commissioner Schlice, not Commissioner Dugan who was excused.

**Motion by Commissioner Adamski to approve the minutes from the August 12, 2014 Redevelopment Authority meeting; seconded by Commissioner Molski. Motion carried 6-0.**

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

**Motion by Commissioner Schlice to approve the financial reports, claims, and statements from July 2014; seconded by Alderperson Phillips. Motion carried 6-0.**

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.

**Motion by Commissioner Schlice to approve the use of the land for the Healthy Halloween Hoedown with the staff conditions; seconded by Commissioner Adamski. Motion carried 6-0.**

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.

Executive Director Ostrowski said that we were just notified that we did receive a grant in the amount of approximately \$155,000. We hope to have the property cleaned up later this year.

**Motion by Commissioner Schlice to accept the Ready for Reuse Grant and authorize the Chairperson and/or Executive Director to execute the Ready for Reuse Grant Contract relating to environmental remediation activities at the Former Lullabye Furniture Site; seconded by Commissioner Dugan. Motion carried 6-0.**

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

Executive Director Ostrowski said this contract would cover project oversight, management, and testing. There will be an amendment coming in the future to cover the actual excavation after the bids are received. This contract award is for \$59,809. The Redevelopment Authority would cover the DNR fees. The total estimated project costs are \$190,000. He said that we will also be applying for a Voluntary Party Liability Exemption (VPLE) Certificate.

**Motion by Commissioner Molski to approve the AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site; seconded by Commissioner Adamski.**

Alderperson Phillips said we are going with AECOM because they have done the previous projects relating to this site. He asked if we go for bids or RFPs for this type of stuff. Executive Director Ostrowski said that we can go for proposals, but with this specific project, AECOM was awarded the contract from the state to do the phase 1 and phase 2 environmental assessments, so they have done all of the background work on this site. In addition, because of having the background knowledge on the site, we can get the site remediated this year, which would allow us to redevelop the site next year.

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

**Nays - None**

**Motion carried 6-0.**

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

Executive Director Ostrowski said we had made a loan for this property, it then went through foreclosure, and we were never notified when the title report was completed. The property has since been purchased by another individual and we are unable to collect on this loan at this time. They have agreed to settle for a total amount of \$5,000 for both loans (RA and City). The original amount was \$20,000. The City has approved the settlement agreement at their last meeting.

Commissioner Adamski asked if we negotiated the settlement agreement with the title company. Executive Director Ostrowski said the title company has agreed to pay \$5,000.

Commissioner Molski asked if they had insurance for this type of thing. Executive Director Ostrowski said that because of the foreclosure, our recourse would be to purchase the property to collect on our loan.

City Attorney Beveridge said the title company missed our loan in the process and as a result the property changed hands without our loan being satisfied. Based on the research that he has done on the law, is that we as a junior lien holder cannot have our position become senior. The best that we can get is to be put in the position that we would have been if our loan had been identified, which would be a right to redeem.

**Motion by Commissioner Adamski to accept the settlement agreement for \$2,500; seconded by Alderperson Phillips.**

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

**Nays - None**

**Motion carried 6-0.**

8. Use of Housing Trust Fund interest revenue.

Executive Director Ostrowski said we have gotten a request for a loan out of our housing trust fund. Given the situation with Edgewater Manor at this time he wanted to bring this before the Board to determine if we want to make any more loans out of this account at this time, or wait until the Edgewater Manor situation is resolved. Furthermore, we need to decide if we would like to look at other projects for these funds, such as true redevelopment plans.

Commissioner Dugan said we should hold off until the Edgewater Manor situation is resolved and feels there are a lot of other projects that the authority may be able to undertake.

Commissioner Adamski asked what the current balance was, to which Executive Director Ostrowski said \$134,762 as of the end of July 2014.

**Motion by Commissioner Dugan to hold off on any further loan requests from the housing trust fund account until the Edgewater Manor situation is resolved, and then have a further conversation on the future use of these funds; seconded by Commissioner Molski. Motion carried 6-0.**

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

Two proposals were submitted and opened for the Edgewater Manor property. The proposals were submitted from MSP Development, Inc. and Affordable Senior Housing of Central Wisconsin, Inc.

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

Nothing further was reported.

11. Adjourn.

**Meeting adjourned at 4:23 PM.**

**Approved:** \_\_\_\_\_

**Andrew J. Halverson, Chairperson**

\_\_\_\_\_

**Date**

**Attest:** \_\_\_\_\_

**Michael Ostrowski, Executive Director**

\_\_\_\_\_

**Date**



# MINUTES

## REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

---

<b>Date and Time:</b>	October 20, 2014 5:30 PM	<b>Location:</b>	Council Chambers 1516 Church Street Stevens Point, WI 54481
-----------------------	-----------------------------	------------------	---

---

**Present:** Chairperson Halverson, Alderperson Phillips, Commissioner Molski, Commissioner Schlice, Commissioner Sawyer, and Commissioner Dugan

**Excused:** Commissioner Adamski

**Also Present:** Don Guay

---

### Index

1. Roll call.

Discussion and possible action on the following:

- Motion to adjourn into closed session (approximately 5:31 PM) pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purposes of negotiating loan terms for Great Setters Properties, LLC / Sunset Point Winery, LLC.
  - Reconvene into open session (approximately 15 minutes after adjourning into closed session).
  - Request from Great Setters Properties, LLC / Sunset Point Winery, LLC for a loan in the amount of \$59,635.00 from the Central Wisconsin Economic Development Loan Fund.
  - Adjourn.
- 

1. Roll call.

**Present: Halverson, Phillips, Molski, Schlice, Sawyer, Dugan**

Discussion and possible action on the following:

- Motion to adjourn into closed session (approximately 5:31 PM) pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purposes of negotiating loan terms for Great Setters Properties, LLC / Sunset Point Winery, LLC.

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

**Roll Call: Yeas - Halverson, Phillips, Molski, Schlice, Sawyer, Dugan**

**Nays - None**

**Motion carried 6-0.**

- Reconvene into open session (approximately 15 minutes after adjourning into closed session).

**Motion by Commissioner Molski to reconvene into open session; seconded by Commissioner Schlice.**

**Roll Call: Yeas - Halverson, Phillips, Molski, Schlice, Sawyer, Dugan**

**Nays - None**

**Motion carried 6-0.**

- 4. Request from Great Setters Properties, LLC / Sunset Point Winery, LLC for a loan in the amount of \$59,635.00 from the Central Wisconsin Economic Development Loan Fund.

**Motion by Commissioner Schlice approve a loan to** Great Setters Properties, LLC / Sunset Point Winery, LLC in the amount of \$59,635.00 from the Central Wisconsin Economic Development Loan Fund with the following terms and conditions:

- Interest rate of 2%,
- Term of 7 years,
- Second position mortgage on the commercial property,
- Corporate guaranty,
- Second position general business security agreement from Sunset Point Winery, LLC, and
- Personal guaranty of all owners with 20% or more ownership;

**seconded by Alderperson Phillips.**

**Roll Call: Yeas - Halverson, Phillips, Molski, Schlice, Sawyer, Dugan**

**Nays - None**

**Motion carried 6-0.**

- 5. Adjourn.

**Meeting adjourned at 5:42 PM.**

**Approved:**

\_\_\_\_\_

**Andrew J. Halverson, Chairperson**

\_\_\_\_\_

**Date**

**Attest:**

\_\_\_\_\_

**Michael Ostrowski, Executive Director**

\_\_\_\_\_

**Date**

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

**Council Chambers  
County-City Building  
1516 Church St**

**October 20, 2014  
6:00 P.M.**

**1. Roll calls.**

Common Council

Excused: Ald. Doxtator.

Present: Ald. O'Meara, Wiza, M. Stroik, Slowinski, Trzebiatowski, Patton, R. Stroik, Phillips, Moore.

Redevelopment Authority

Present: Mayor Halverson, Ald. Phillips, Molski, Sawyer, Schlice, Dugan.

**Discussion and possible action on the following:**

**2. Review of the proposals submitted for the purchase and redevelopment of Edgewater Manor, 1450 Water Street, Stevens Point, WI 54481.**

Mayor Halverson stated this would be a discussion for the Common Council specifically and the Redevelopment Authority specifically. There would not be public comment.

Ald. Wiza respectfully asked there be public comment allowed.

Mayor Halverson stated the residents of Edgewater Manor have made their opinions and comments known. He stated this would be strictly an administrative decision between the Common Council and the Redevelopment Authority.

Ald. Wiza respectfully challenged, Ald. R. Stroik seconded, the challenge and asked the Council vote. Ald. Wiza also asked for a roll call vote.

Mayor Halverson stated there would need to be a similar motion from the Redevelopment Authority.

Ms. Dugan **moved**, Ms. Molski seconded, to allow public comment.

Call for the Vote:

Common Council:

Ayes: Ald. Moore, Phillips, R. Stroik, Trzebiatowski, Slowinski,  
M. Stroik, Wiza, O'Meara.

Nays: Ald. Patton,

Redevelopment Authority:

Ayes: Ms. Molski, Ms. Dugan.

Nays: Mayor Halverson, Ald. Phillips, Sawyer, Schlice.

Attorney Beveridge stated the vote should consider the group as a whole with the majority vote. He said there is a vote of 10 to 5 in favor of allowing public comment.

Mayor Halverson stated the Redevelopment Authority has the ability to act independently of the Common Council, deference should be given to the Common Council, as they will need to agree with the Redevelopment Authority should the decision to sell the property be made by the RA.

Mayor Halverson stated public comment would be taken. He stated speakers will be given 3 minutes to address the Common Council and Redevelopment Authority.

Thomas Knowlton, resident of Stevens Point, stated he understood the building was going to be refurbished and keep it for the elderly as low income.

Barb Jacob, 1616 Depot, stated she was opposed to the sale of the property. She said Edgewater can be self sufficient and has been self sufficient.

John Dunning, Edgewater Manor resident, stated he has been a resident for 3 ½ weeks and Edgewater is not just a building, it is a community.

Jim Hamilton, 1124 Soo Marie, stated Edgewater has been an extraordinary asset for the City in that it has generated the trust fund which has been invaluable in terms of what it has done for the community. He said because of the rehab dollars generated through the trust fund, hundreds of properties have been rehabilitated in this City. Mr. Hamilton said the vacancies that exist currently are due to the numerous updates that need to be done. He added that he is in favor of the sale.

Mayor Halverson stated that Mr. Hamilton was the former Executive Director of the CDA for several years and very involved in the management of all the public housing subsidized and unsubsidized.

Mary Meyer, 1450 Water Street, Apt. 202, stated this is affordable senior housing and an ideal location. She stated she would like to keep it in the City.

Jim Selig, 1450 Water Street, Apt. 409, stated when the stigma of selling the property is gone, people will move in.

MaryAnn Laszewski, 1209 Wisconsin Street, stated Edgewater is too valuable to sell. She said after providing a large trust fund that enabled other rehabilitation, Edgewater is entitled to have its needs taken care of.

Lori Giese, Edgewater Manor, stated she moved to the property in June. She said it is a community and not every apartment needs 100% renovation.

Steven O'Donnell, Edgewater Manor, Apt. 415, stated he was a homeless veteran, now currently employed and will not need assistance but wants to stay at Edgewater. He said he could not find a better situation; it's perfect.

Patricia Harry, Edgewater, stated people are not moving into Edgewater because of the possible sale of the property. She said the location as well as the benefits are wonderful.

Victor Detjen, Edgewater Manor, stated the elderly are being abandoned.

Mayor Halverson stated there was a very significant decision that needed to be made in 2009 which included retaining the same exact subsidy for the building or modify the subsidies to vouchers. He said no significant amount of money is being taken out of the interest bearing accounts from the housing trust fund and is being put back into a debt payment for the more recent rehab. Mayor Halverson stated that is the only reason why Edgewater is currently in the black. Other significant improvement is delayed, which needs to be done.

Mayor Halverson stated what needs to occur tonight is to decide if the property will be sold. There are two very different proposals that need to be considered. He asked Director Ostrowski to summarize the two proposals as well as call on MSP and Affordable Senior Housing.

Director Ostrowski stated the proposal from Affordable Senior Housing was similar to the previous one but included keeping it senior housing for 20 years, however there were conditions tied to that. Director Ostrowski stated the proposal would keep about 60% of the building for independent senior living, 20% would be converted to a residential care apartment complex, and 20% converted to assisted living. No TIF funds would be provided with this proposal and the property would be subject to property taxes after it was sold. Purchase price would be \$1.55 million with \$200,000 in earnest money provided within 5 days of acceptance of the proposal. The remodel would be done within 26 months.

Director Ostrowski stated the MSP proposal would create a senior housing complex of 111 units with 50 underground parking spaces with a few surface spaces. He said the building would be razed to construct the complex and would include market rate independent senior living, approximately 48 senior independent living units and rents would vary from \$362 to \$724 for one bedroom; \$723 to \$868 for two bedrooms for seniors making less than \$30,900 per year. Director Ostrowski said 27 assisted units would be included and 36 memory care units, and would also have a community room, dining room, private dining room, fitness center, beauty salon, wellness center. He said the purchase price would be \$1.00 and also require \$3 million in TIF to offset demolition and construction and the project is also contingent upon receiving tax credits and there would be no guarantee until the tax credits are received. Construction cost would be \$16 to \$17 million and if conditions are met, construction would begin approximately September of 2015 and last 12 to 13 months.

Director Ostrowski said the full assessed value of the property would be estimated to be \$7.7 to \$8.5 million. He said the project would also create approximately 55 to 60 part and full time jobs with salaries ranging from \$20,000 to \$60,000.

Mr. Schlice asked Director Ostrowski what is the definition of subsidized.

Dir. Ostrowski stated the clarification for subsidized would be worked out between the attorneys.

Ald. Wiza asked if this was chosen and the City chooses to subsidize another senior project, the City would pay \$10,000 per year left of that 20 year commitment to Affordable Senior Housing. He asked if it meant there will cease to be affordable housing for seniors.

He said if the City subsidized a project within that time frame, the City would pay them liquidated damages. Director Ostrowski stated the first proposal did not have this condition.

Ald. Wiza stated, if we chose this proposal and three years from now something came along where they needed a City subsidy to build, the City would then owe Affordable Senior Housing of Wisconsin \$10,000 for the remaining 17 years, but Affordable Senior Housing would still remain senior housing that is affordable.

Director Ostrowski said no, they would not be required to keep it senior at that point.

Ald. O'Meara asked if Affordable Senior Housing would have to provide performance and pay liquidated damages to the City if they do not rehab the buildings on schedule.

Director Ostrowski stated it would be up to the developer if he wanted to include that.

Ms. Dugan stated she is opposed to the sale of Edgewater Manor to a private entity. She said the responsibility of government is to protect the most vulnerable and in this case the most vulnerable is the elderly, the residents of Edgewater Manor. Ms. Dugan stated that all City property is held in trust for the citizens of the community and is not in favor of selling any City asset.

Jacob Kline, MSP Real Estate, stated this business was one of the largest developers of senior housing in Wisconsin. He said they have developed approximately 1300 units of affordable senior housing and own and operate another 600 units of assisted living and memory care in Wisconsin and employ a staff of about 600. Mr. Kline stated that this would be preserved as affordable housing for 30 years. He said they are known for producing the highest quality projects from the care side of assisted living and memory care as well as the construction side.

Ald. R. Stroik said if they have been so successful in other communities, why is it necessary for \$3 million in taxpayer monies in TIF incentives in order to do this project, versus putting their own money in to the project.

Mr. Kline stated that financial participation, a subsidy, is required to receive grants.

Ald. R. Stroik said in essence the \$3 million is similar to what our capital investment in Edgewater is today.

Mayor Halverson stated the \$3 million upfront TIF bond is significantly different.

Mr. Kline stated there is a significant difference between new construction and remodel/rehab of existing structure.

Stanton Thomas, attorney with Mallery and Zimmerman for Affordable Senior Housing of Central Wisconsin, Inc., and Tom Ludwig, were present to address questions.

Ald. Wiza asked why Affordable Senior Housing is requiring the lifting of the restriction of the 20 years and damages in the amount of \$10,000 each year for the remaining 20 years, if the City subsidizes other affordable senior housing projects, why both.

Attorney Thomas said if the City chose to subsidize another project, this would create competitors and if they are competitors and subsidized, then Affordable Senior Housing would have unfair competition with another entity that is receiving tax monies.

Mayor Halverson recessed the Special Joint Common Council/Redevelopment Authority meeting at 6:59 p.m.

Mayor Halverson reconvened the Special Joint Common Council/Redevelopment Authority meeting at 7:01 p.m.

Ald. O'Meara stated it would look bad if a penalty was paid when there was 95% occupancy and asked if occupancy rates were good if the City would not pay liquidated damages.

Ald. Wiza asked if the City is allowed to negotiate since this was an RFP.

Attorney Beveridge said an RFP is more open-ended than a bid for public construction.

Ald. Trzebiatowski said he has a concern with the penalty clause with this project.

Attorney Thomas stated that Affordable Senior Housing would be receptive in looking at what is necessary to accomplish this goal and their desire to not be put in a position where the City would subsidize a competitor that would interfere with Affordable Senior Housing's business. He said his client wants a fair opportunity and not have to compete against other businesses that are subsidized by tax dollars.

Mr. Ludwig stated the goal is to keep Edgewater affordable for as long as possible. He said he feels services can be added to entice greater occupancy.

Ald. Slowinski asked who determines what is affordable.

Mr. Ludwig stated that the U.S. government has defined affordable housing as based on the income of the individual and the demographic area.

Mayor Halverson stated it becomes more complicated when both WHEDA and HUD become involved.

Ald. Slowinski asked what would happen if the building was sold.

Attorney Beveridge stated that an attempt would be made to negotiate a clause to maintain it as affordable senior housing.

Ald. R. Stroik said that vouchers can be used to subsidize the rental cost and asked if the vouchers could still be used if the rent exceeds a certain level.

Director Ostrowski stated the voucher system is administered through Portage County Housing Authority and the owner of that development must have a market rate rent that is approved by Portage County Housing Authority. A modest increase of 1% to 2% should not jeopardize the voucher system.

Mayor Halverson asked Director Ostrowski for clarification on Section 42 with the income cap relating to the vouchers.

Director Ostrowski referred this to Mr. Kline, whether or not they would be willing to accept them in terms of the monetary value.

Mayor Halverson asked Mr. Kline if he would be willing to accept those Section 8 vouchers.

Mr. Kline stated he accepts Section 8 vouchers at all their senior properties.

Ald. Wiza stated that the options included 1) reject both projects; 2) accept both contingent on negotiations; 3) accept one over the other and asked Attorney Beveridge if there were any restrictions on what the Council and Redevelopment Authority can do with either of these proposals.

Attorney Beveridge said no. He said the options are open.

Ald. Wiza stated if the decision is to renegotiate with either or both, a final decision would still come before the Council for final approval.

Mayor Halverson stated the agenda item specifically authorizes the Redevelopment Authority to sell Edgewater and the responsibility would then fall on the RA on how they would negotiate.

Ald. Moore stated he is not convinced the City needs to divest itself of an asset.

Mr. Schlice asked if the Council was willing to finance \$2 to \$3 million to fix the building.

Ms. Dugan asked if it possible to phase that in over a 10 year period so that it would be more manageable in the budget.

Mayor Halverson said yes but the obligation is still going to be on the City levy for the debt service, if the revenue does not cover the operational costs and the debt payment.

Ms. Dugan asked C/T Ladick if the City borrows the \$3 million, will that bring the City to the debt service limit.

C/T Ladick stated it would not and the City would have the room for \$3 million.

Ms. Dugan asked if other projects could be funded.

C/T Ladick stated if the larger developments would be incorporated with the East Park Commerce Center that would cause concern.

Ald. Trzebiatowski asked Director Ostrowski what needs to be done to Edgewater currently, what projects could be delayed without any effect to the building and what projects would be a wish list.

Director Ostrowski stated \$1.2 million for the windows and the exterior has been identified as a necessity and even with these repairs, there is no guarantee that occupancy would increase.

Ald. R. Stroik **moved**, Ald. Trzebiatowski seconded, to decline the opportunity to sell the Edgewater Manor.

Ald. Wiza asked if there were any other projects that are going to require some of that borrowing capacity within the next 3 to 5 years.

C/T Ladick stated the Hoover project is at \$4.6 million. He said to keep in mind that debit is also being paid down and expects the overall debt level to go down in 2015.

Mayor Halverson stated the Division Street project with overall maintenance and repairs at \$2 to \$2.5 million.

Ald. Slowinski stated a private developer would invest better quality into the renovation versus the City doing an average renovation, and would not support the motion.

Mayor Halverson stated the proposal from Affordable Senior Housing is very simple versus MSP's proposal which is significantly more intricate but also much larger. He urged Council to vote the current motion down and allow the RA to negotiate with one of the interested parties.

Ald. Phillips stated he agreed with Ald. Slowinski and the City should not be in competition with the private sector.

Ald. Patton asked if the money generated from the trust fund is just earmarked for Edgewater.

Director Ostrowski stated the \$2 million in the housing trust fund generated interest was used to create 0% interest loans for low and moderate income individuals.

Ald. Slowinski asked how much interest money is generated from the principal and if those funds are expended through the no interest loans.

Director Ostrowski stated approximately \$80,000 to \$100,000 is generated in interest and the money is expended.

- 3. Authorization by the Common Council for the Redevelopment Authority of the City of Stevens Point to sell Edgewater Manor, 1450 Water Street, Stevens Point, WI 54481, pursuant to the Joint Municipal Agreement of the City of Stevens Point and Community**

**Development Authority of the City of Stevens Point (now known as the Redevelopment Authority of the City of Stevens Point) for Edgewater Manor.**

Call for the Vote:

Common Council: Ayes: Ald. O'Meara, M. Stroik, Trzebiatowski, R. Stroik, Moore.  
Nays: Ald. Wiza, Slowinski, Patton, Phillips. Motion carries.

**4. Adjournment.**

The meeting was adjourned at 7:47 p.m.

**Approved:**

\_\_\_\_\_

**Andrew J. Halverson, Chairperson**

\_\_\_\_\_

**Date**

**Attest:**

\_\_\_\_\_

**Michael Ostrowski, Executive Director**

\_\_\_\_\_

**Date**

9:41 AM  
09/03/14  
Cash Basis

## Edgewater Manor- Profit & Loss August 2014

	Aug 14
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
A/C Income	129.96
Cable Income	1,682.16
Rental Income	30,779.34
<b>Total Income</b>	32,591.46
<b>Gross Profit</b>	32,591.46
<b>Expense</b>	
Cable Service	4,948.88
Equipment Rental	
Rental fee	10.00
<b>Total Equipment Rental</b>	10.00
Lawn Care	300.00
Management Fees	2,154.55
Repairs	
Building Repairs	4,801.30
<b>Total Repairs</b>	4,801.30
Supplies	
Maintenance	624.02
Office	60.32
<b>Total Supplies</b>	684.34
Telephone	141.87
Trash Removal	296.25
Utilities	
Gas and Electric	7,013.84
Water	3,266.86
<b>Total Utilities</b>	10,280.70
<b>Total Expense</b>	23,617.89
<b>Net Ordinary Income</b>	8,973.57
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Other Income	
Security Deposit Collected	2,290.00
<b>Total Other Income</b>	2,290.00
<b>Total Other Income</b>	2,290.00
<b>Other Expense</b>	
Other Expense	
Security Deposit Refunded	537.69
<b>Total Other Expense</b>	537.69
<b>Total Other Expense</b>	537.69
<b>Net Other Income</b>	1,752.31
<b>Net Income</b>	10,725.88

9:42 AM  
09/03/14  
Cash Basis

### Edgewater Manor - Checkbook Register

As of August 31, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						37,109.92
Edgewater Manor						37,109.92
General Journal	8/1/2014			564.00	564.00	37,673.92
General Journal	8/1/2014			564.00	564.00	38,237.92
General Journal	8/1/2014			560.00	560.00	38,797.92
General Journal	8/1/2014			560.00	560.00	39,357.92
General Journal	8/1/2014			564.00	564.00	39,921.92
Check	8/1/2014	28994	WPS	-3,733.24	-3,733.24	36,188.68
Deposit	8/1/2014			560.00	560.00	36,748.68
Check	8/1/2014	29028	Charter Communications	-2,474.44	-2,474.44	34,274.24
Deposit	8/1/2014			7,177.00	7,177.00	41,451.24
Deposit	8/1/2014			147.00	147.00	41,598.24
Deposit	8/1/2014			610.00	610.00	42,208.24
Deposit	8/1/2014			265.00	265.00	42,473.24
Deposit	8/1/2014			960.98	960.98	43,434.22
Deposit	8/1/2014			1,185.00	1,185.00	44,619.22
Deposit	8/3/2014			97.20	97.20	44,716.42
Check	8/4/2014	29113	WPS	-17.52	-17.52	44,698.90
Deposit	8/4/2014			1,120.00	1,120.00	45,818.90
General Journal	8/5/2014			267.00	267.00	46,085.90
General Journal	8/5/2014			306.00	306.00	46,391.90
General Journal	8/5/2014			295.00	295.00	46,686.90
General Journal	8/5/2014			560.00	560.00	47,246.90
General Journal	8/5/2014			564.00	564.00	47,810.90
General Journal	8/5/2014			379.00	379.00	48,189.90
General Journal	8/5/2014			288.00	288.00	48,477.90
General Journal	8/5/2014			225.00	225.00	48,702.90
General Journal	8/5/2014			331.00	331.00	49,033.90
General Journal	8/5/2014			430.00	430.00	49,463.90
General Journal	8/5/2014			323.00	323.00	49,786.90
General Journal	8/5/2014			302.00	302.00	50,088.90
General Journal	8/5/2014			299.00	299.00	50,387.90
General Journal	8/5/2014			349.00	349.00	50,736.90
General Journal	8/5/2014			271.00	271.00	51,007.90
General Journal	8/5/2014			264.00	264.00	51,271.90
General Journal	8/5/2014			304.00	304.00	51,575.90
General Journal	8/5/2014			289.00	289.00	51,864.90
Check	8/5/2014	29212	Candlewood Property Management	-1,561.19	-1,561.19	50,303.71
Deposit	8/5/2014			5,712.00	5,712.00	56,015.71
Check	8/7/2014	29141	Stevens Point Water Dept.	-3,266.86	-3,266.86	52,748.85
Deposit	8/9/2014			588.00	588.00	53,336.85
Check	8/11/2014	29277	AT&T	-141.87	-141.87	53,194.98
Check	8/11/2014	29289	Advanced Disposal	-296.25	-296.25	52,898.73
Deposit	8/13/2014			560.00	560.00	53,458.73
General Journal	8/15/2014			560.00	560.00	54,018.73
General Journal	8/15/2014			443.00	443.00	54,461.73
Deposit	8/15/2014			258.00	258.00	54,719.73
Check	8/19/2014	29477	Candlewood Property Management	-1,823.83	-1,823.83	52,895.90
Check	8/20/2014	29428	Adam Roberts	-1,220.00	-1,220.00	51,675.90
Deposit	8/20/2014			2,605.28	2,605.28	54,281.18
Check	8/22/2014	29539	Rolo-Router	-85.00	-85.00	54,196.18
Check	8/22/2014	29546	WPS	-3,263.08	-3,263.08	50,933.10
Check	8/25/2014	29549	Point Heating & Cooling	-951.40	-951.40	49,981.70
Deposit	8/26/2014			620.00	620.00	50,601.70
Check	8/26/2014	29557	Point Heating & Cooling	-93.90	-93.90	50,507.80
Check	8/26/2014	29561	Worzalla Point Supply	-60.32	-60.32	50,447.48
Check	8/27/2014	29559	Charter Communications	-2,474.44	-2,474.44	47,973.04
Deposit	8/28/2014			265.00	265.00	48,238.04
Check	8/31/2014		Candlewood Property Management	-2,154.55	-2,154.55	46,083.49
Total Edgewater Manor					8,973.57	46,083.49
Total Chase - Trust Account					8,973.57	46,083.49
<b>TOTAL</b>					<b>8,973.57</b>	<b>46,083.49</b>

9:42 AM  
 09/03/14  
 Cash Basis

## Edgewater Manor Security Deposits - Checkbook Register

As of August 31, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
<b>Chase - Trust Account</b>						21,712.94
<b>Edgewater Manor Security Depos</b>						21,712.94
Deposit	8/1/2014			610.00	610.00	22,322.94
Check	8/15/2014	29408		-537.69	-537.69	21,785.25
Deposit	8/20/2014			1,680.00	1,680.00	23,465.25
<b>Total Edgewater Manor Security Depos</b>					<b>1,752.31</b>	<b>23,465.25</b>
<b>Total Chase - Trust Account</b>					<b>1,752.31</b>	<b>23,465.25</b>
<b>TOTAL</b>					<b>1,752.31</b>	<b>23,465.25</b>

Report Criteria:  
Print Outstanding Checks and Deposits and Bank and Book Adjustments

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

Account: 24711101  
Bank Account Number: 3078529996

Bank Statement Balance:	74,828.21	Book Balance Previous Month:	74,728.06
Outstanding Deposits:	.00	Total Receipts:	101.15
Outstanding Checks:	.00	Total Disbursements:	1.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	74,828.21	Book Balance:	74,828.21

*MD*  
*9-24-14*

Outstanding Deposits

No outstanding deposits found!  
Deposits cleared: 2 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!  
Checks cleared: 1 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 = "CREDGE"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CREDGE</b>						
1						
08/15/2014	1	ACCOUNT ANALYSIS ADJUSTMENT	247.56.00600.5950	GEN ADMINISTRATION CHARGES		99.25-
2						
08/15/2014	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	99.25	
3						
08/31/2014	3	INTEREST FOR AUGUST 2014	247.48.00110.56	INTEREST ON CHECKING ACCT		1.90-
4						
08/31/2014	4	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS1.90		
Documents: 4 Transactions: 4						
Total CREDGE:					101.15	101.15-
Grand Totals:					101.15	101.15-

CITY OF STEVENS POINT

Journals - CDEdge Journal for Redev Auth Edgewater  
 CASH DISB - EDGEWATER (CDEdge)  
 Period: 8/31/2014 (08/14)

Page: 1  
 Sep 24, 2014 01:59PM

Report Criteria:

Total By Reference Number and Date  
 Journal Code Journal Code = "CDEdge"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CDEdge</b>						
<b>1</b>						
08/31/2014	1	ACCOUNT ANAYSIS SETTLEMENT CH	247.56.00600.5950	GEN ADMINISTRATION CHARGES	1.00	
<b>2</b>						
08/31/2014	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS		1.00-
Documents: 2 Transactions: 2						
Total CDEdge:					1.00	1.00-
Grand Totals:					1.00	1.00-

12:39 PM  
09/30/14  
Cash Basis

## Edgewater Manor- Profit & Loss

September 2014

	Sep 14
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
A/C Income	107.85
Cable Income	1,661.42
Rental Income	30,045.55
Fee Income	
Laundry	169.00
<b>Total Fee Income</b>	169.00
<b>Total Income</b>	31,983.82
<b>Gross Profit</b>	31,983.82
<b>Expense</b>	
Cable Service	2,691.44
Lawn Care	350.00
Management Fees	2,103.19
Repairs	
Building Repairs	3,439.06
<b>Total Repairs</b>	3,439.06
Supplies	
Maintenance	335.91
Office	79.55
<b>Total Supplies</b>	415.46
Telephone	140.84
Trash Removal	295.65
Utilities	
Gas and Electric	3,573.64
<b>Total Utilities</b>	3,573.64
<b>Total Expense</b>	13,009.28
<b>Net Ordinary Income</b>	18,974.54
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Other Income	
Security Deposit Collected	1,155.00
<b>Total Other Income</b>	1,155.00
<b>Total Other Income</b>	1,155.00
<b>Other Expense</b>	
Other Expense	
Security Deposit Refunded	452.10
owners draw	65,058.03
<b>Total Other Expense</b>	65,510.13
<b>Total Other Expense</b>	65,510.13
<b>Net Other Income</b>	-64,355.13
<b>Net Income</b>	-45,380.59

12:39 PM

09/30/14

Cash Basis

## Edgewater Manor - Checkbook Register

As of September 30, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
<b>Chase - Trust Account</b>						46,083.49
<b>Edgewater Manor</b>						46,083.49
General Journal	9/1/2014			564.00	564.00	46,647.49
General Journal	9/1/2014			564.00	564.00	47,211.49
General Journal	9/1/2014			560.00	560.00	47,771.49
General Journal	9/1/2014			564.00	564.00	48,335.49
General Journal	9/1/2014			564.00	564.00	48,899.49
Deposit	9/1/2014			610.00	610.00	49,509.49
Deposit	9/2/2014			7,336.00	7,336.00	56,845.49
Deposit	9/2/2014			4,148.00	4,148.00	60,993.49
Check	9/3/2014	29571	Edgewater Manor	-46,083.49	-46,083.49	14,910.00
Check	9/3/2014	29631	Worzalla Point Supply	-79.55	-79.55	14,830.45
Check	9/3/2014	29627	WPS	-17.21	-17.21	14,813.24
Check	9/3/2014	29628	Adam Roberts	-305.00	-305.00	14,508.24
Deposit	9/4/2014			4,156.00	4,156.00	18,664.24
General Journal	9/5/2014			237.00	237.00	18,901.24
General Journal	9/5/2014			318.00	318.00	19,219.24
General Journal	9/5/2014			258.00	258.00	19,477.24
General Journal	9/5/2014			301.00	301.00	19,778.24
General Journal	9/5/2014			297.00	297.00	20,075.24
General Journal	9/5/2014			295.00	295.00	20,370.24
General Journal	9/5/2014			560.00	560.00	20,930.24
General Journal	9/5/2014			564.00	564.00	21,494.24
General Journal	9/5/2014			297.00	297.00	21,791.24
General Journal	9/5/2014			331.00	331.00	22,122.24
General Journal	9/5/2014			430.00	430.00	22,552.24
General Journal	9/5/2014			323.00	323.00	22,875.24
General Journal	9/5/2014			306.00	306.00	23,181.24
General Journal	9/5/2014			267.00	267.00	23,448.24
General Journal	9/5/2014			302.00	302.00	23,750.24
General Journal	9/5/2014			299.00	299.00	24,049.24
General Journal	9/5/2014			271.00	271.00	24,320.24
General Journal	9/5/2014			379.00	379.00	24,699.24
Check	9/5/2014	29758	Candlewood Property Management	-1,212.85	-1,212.85	23,486.39
Deposit	9/5/2014			1,040.00	1,040.00	24,526.39
Deposit	9/10/2014			560.00	560.00	25,086.39
Deposit	9/11/2014			939.00	939.00	26,025.39
Check	9/11/2014	29968	Advanced Disposal	-295.65	-295.65	25,729.74
General Journal	9/15/2014			560.00	560.00	26,289.74
General Journal	9/15/2014			443.00	443.00	26,732.74
Deposit	9/17/2014			2,120.00	2,120.00	28,852.74
Check	9/18/2014	30001	Steward Service LLC	-75.00	-75.00	28,777.74
Check	9/18/2014	30002	Fire Pro, Inc.	-168.81	-168.81	28,608.93
Check	9/18/2014	30024	AT&T	-140.84	-140.84	28,468.09
Check	9/18/2014	30025	Housing Authority	-72.00	-72.00	28,396.09
Check	9/18/2014	30033		-0.18	-0.18	28,395.91
Check	9/18/2014	30046	Candlewood Property Management	-1,183.06	-1,183.06	27,212.85
Check	9/24/2014	30126	WPS	-3,556.43	-3,556.43	23,656.42
Deposit	9/24/2014			560.00	560.00	24,216.42

12:39 PM

09/30/14

Cash Basis

**Edgewater Manor - Checkbook Register**  
As of September 30, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Check	9/25/2014	30135	USA Fire Protection, Inc.	-500.00	-500.00	23,716.42
Deposit	9/25/2014			733.00	733.00	24,449.42
Check	9/29/2014	30069	ASAP Tree Service	-580.25	-580.25	23,869.17
Check	9/30/2014	30142	Steward Service LLC	-100.00	-100.00	23,769.17
Check	9/30/2014	30143	Charter Communications	-2,691.44	-2,691.44	21,077.73
Check	9/30/2014		Candlewood Property Management	-2,103.19	-2,103.19	18,974.54
Check	9/30/2014		Edgewater Manor	-18,974.54	-18,974.54	0.00
Total Edgewater Manor					-46,083.49	0.00
Total Chase - Trust Account					-46,083.49	0.00
<b>TOTAL</b>					<b>-46,083.49</b>	<b>0.00</b>

12:39 PM  
 09/30/14  
 Cash Basis

**Edgewater Manor Security Deposits - Checkbook Register**  
 As of October 1, 2014

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Original Amount</u>	<u>Paid Amount</u>	<u>Balance</u>
<b>Chase - Trust Account</b>						<b>23,465.25</b>
<b>Edgewater Manor Security Depos</b>						<b>23,465.25</b>
Check	9/18/2014	30033		-452.10	-452.10	23,013.15
Deposit	9/24/2014			560.00	560.00	23,573.15
Deposit	9/29/2014			595.00	595.00	24,168.15
<b>Total Edgewater Manor Security Depos</b>					<b>702.90</b>	<b>24,168.15</b>
<b>Total Chase - Trust Account</b>					<b>702.90</b>	<b>24,168.15</b>
<b>TOTAL</b>					<b>702.90</b>	<b>24,168.15</b>

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

MO 10-20-14

EDGEWATER MANOR ACCOUNT (EDGEWATER CHECKING) (7)  
September 30, 2014

Account: 24711101

Bank Account Number: 3078529996

Bank Statement Balance:	120,889.11	Book Balance Previous Month:	74,828.21
Outstanding Deposits:	.00	Total Receipts:	46,085.90
Outstanding Checks:	.00	Total Disbursements:	25.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	120,889.11	Book Balance:	120,889.11

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 2 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

CITY OF STEVENS POINT

Journals - CDEdge Journal for Redev Auth Edgewater  
 CASH DISB - EDGEWATER (CDEdge)  
 Period: 9/30/2014 (09/14)

Page: 1  
 Oct 09, 2014 11:41AM

Report Criteria:

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

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CDEdge</b>						
<b>1</b>						
09/15/2014	1	ACCOUNT ANALYSIS SETTLEMENT C	247.56.00600.5950	GEN ADMINISTRATION CHARGES	25.00	
<b>2</b>						
09/15/2014	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS		25.00-
Documents: 2 Transactions: 2						
Total CDEdge:					25.00	25.00-
Grand Totals:					25.00	25.00-

Report Criteria:

Total By Reference Number and Date

Journal Code: Journal Code = "CREDGE"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CREDGE</b>						
09/16/2014	1	CANDLEWOOD RENTAL INCOME	247.48.20120.51	RENTAL INCOME		46,083.49-
09/16/2014	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	46,083.49	
09/30/2014	3	INTEREST FOR SEPT 2014	247.48.00110.56	INTEREST ON CHECKING ACCT		2.41-
09/30/2014	4	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	2.41	
Documents: 4 Transactions: 4						
Total CREDGE:					46,085.90	46,085.90-
Grand Totals:					46,085.90	46,085.90-

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

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

Account: 24611101

Bank Account Number: 3078529970

Bank Statement Balance:	141,784.07	Book Balance Previous Month:	134,762.40
Outstanding Deposits:	.00	Total Receipts:	7,031.99
Outstanding Checks:	.00	Total Disbursements:	10.32
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	141,784.07	Book Balance:	141,784.07

*no*  
*9-24-14*

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 6 items    Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 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 = "CRHTF"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CRHTF</b>						
1						
08/04/2014	1	CEKOSH PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		1,000.00-
2						
08/04/2014	2	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	1,000.00	
3						
08/05/2014	3	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		111.47-
4						
08/05/2014	4	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	111.47	
5						
08/31/2014	5	ACCOUNT ANALYSIS ADJUSTMENT	246.56.00600.5950	GEN ADMIN CHARGES		100.00-
6						
08/31/2014	6	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	100.00	
7						
08/19/2014	7	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		2,546.17-
8						
08/19/2014	8	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	2,546.17	
9						
08/26/2014	9	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,270.86-
10						
08/26/2014	10	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,270.86	
11						
08/29/2014	11	INTEREST FOR AUGUST 2014	246.48.00110.56	INTEREST ON CHECKING ACCTS		3.49-
12						
08/29/2014	12	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3.49	

Documents: 12 Transactions: 12

Total CRHTF:

7,031.99 7,031.99-

Grand Totals:

7,031.99 7,031.99-

Report Criteria:

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

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CDHTF						
1						
08/15/2014	1	ACCOUNT ANALYSIS STLMNT CHARG	246.56.00600.5950	GEN ADMIN CHARGES	10.32	
2						
08/15/2014	2	Auto Batch Total	246.11101	OTHER CASH ACCOUNTS		10.32-
Documents: 2 Transactions: 2						
Total CDHTF:					10.32	10.32-
Grand Totals:					10.32	10.32-

Report Criteria:  
Print Outstanding Checks and Deposits and Bank and Book Adjustments

MO 10-20-14

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)  
September 30, 2014

Account: 24611101  
Bank Account Number: 3078529970

Bank Statement Balance:	148,474.10	Book Balance Previous Month:	141,784.07
Outstanding Deposits:	.00	Total Receipts:	8,862.81
Outstanding Checks:	.00	Total Disbursements:	2,172.78
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	148,474.10	Book Balance:	148,474.10

Outstanding Deposits

No outstanding deposits found!  
Deposits cleared: 8 items Deposits Outstanding: 0 items

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 = "CDHTF"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CDHTF</b>						
<b>1</b>						
09/15/2014	1	ACCOUNT ANALYSIS CHARGE	246.56.00600.5950	GEN ADMIN CHARGES	27.78	
<b>2</b>						
09/15/2014	2	Auto Batch Total	246.11101	OTHER CASH ACCOUNTS		27.78-
Documents: 2 Transactions: 2						
Total CDHTF:					27.78	27.78-
Grand Totals:					27.78	27.78-

Report Criteria:

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

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CRHTF</b>						
09/02/2014	1	CEKOSH PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		125.00-
09/02/2014	2	CRABB PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
09/02/2014	3	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	293.68	
09/16/2014	4	CRABB PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
09/16/2014	5	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	168.68	
09/03/2014	6	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		205.74-
09/03/2014	7	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	205.74	
09/09/2014	8	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		781.25-
09/09/2014	9	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	781.25	
09/16/2014	10	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,062.50-
09/16/2014	11	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,062.50	
09/23/2014	12	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		1,253.73-
09/23/2014	13	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	1,253.73	
09/30/2014	14	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,093.68-
09/30/2014	15	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,093.68	
09/30/2014	16	INTEREST FOR SEPT 2014	246.48.00110.56	INTEREST ON CHECKING ACCTS		3.55-
09/30/2014	17	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3.55	

Documents: 17 Transactions: 17

Total CRHTF:

8,862.81 8,862.81-

Grand Totals:

8,862.81 8,862.81-



AECOM  
200 Indiana Avenue  
Stevens Point, Wisconsin 54481  
www.aecom.com

715 341 8110 tel  
715 341 7390 fax

November 11, 2014

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

**Subject: Amendment No.1 to Proposal for Remedial Action Services  
Former Lullabye Furniture Site  
1017 Third Street  
Stevens Point, Wisconsin  
AECOM Project No. 60333629**

Dear Michael,

AECOM is submitting this Amendment No. 1 to our proposal dated September 17, 2014, for Remedial Action Services associated with the Wisconsin Department of Natural Resources' (WDNR') award of a Ready for Reuse Grant to the Redevelopment Authority of the City of Stevens Point for cleanup of soil contamination at the Former Lullabye Furniture site. This amendment includes subcontractor services associated with excavation and disposal of tetrachloroethylene (PCE) and lead contaminated soil, which is present on the property at concentrations exceeding WDNR soil cleanup standards.

The subcontractor was selected based on bid solicitations from qualified remedial excavation contractors. Six contractors were contacted to determine interest and availability to perform the required work. The following is a bid summary identifying the contractors from which bids were solicited, and the status and/or total estimated cost provided in their bid:

<b>Bid Summary</b>		
<b>Contractor</b>	<b>Bid Status</b>	<b>Total Estimated Cost</b>
SGS Environmental Contractors, LLC	Bid Submitted	\$113,937
Earth, Inc.	No Bid	--
Riverview Construction, Inc.	No Bid	--
Environmental Services Plus	No Bid	--
Scott Marks Trucking & Excavating	No Bid	--
Homburg Contractors, Inc.	No Bid	--

Based on a review of the only bid received (see attached), AECOM recommends selection of SGS Environmental Contractors, LLC (SGS) for the following reasons:

1. The bid price from SGS appears to be market competitive. Their total estimated cost (\$113,937) and combined unit cost for excavating, loading, hauling, disposing, and backfilling (\$60.85/ton) is within 5% and 2%, respectively, of the estimated soil excavation and disposal costs (\$109,200 and \$60/ton) that were used to establish the approved budget for the Ready for Reuse Grant.
2. SGS is available to complete the work within the timeframe specified in the request for bid, which is critical to meeting the overall schedule requirements for this project.



### Project Schedule

Field work associated with excavation and disposal of the contaminated soil is anticipated to begin on November 24, 2014, and be completed by December 5, 2014.

### Assumptions

The subcontractor cost and field work schedule was prepared based on the following assumptions:

1. The WDNR will issue a decision document on or before November 24, 2014, approving the public participation process, and providing authorization to proceed with contaminated soil excavation and disposal activities.
2. The WDNR will issue a letter on or before November 24, 2014, approving the Remedial Action Options Report/Remedial Action Plan for the Former Lullabye Furniture site, which was submitted to the WDNR on October 29, 2014.
3. Weather conditions will be suitable for completion of excavating and backfilling activities, as planned. Delays caused by adverse weather conditions, if significant, may result in additional project costs.

### Cost Estimate and Authorization to Proceed

The additional services described above will be performed on a time-and-material basis in accordance with the commercial terms and rates previously approved by the Redevelopment Authority of the City of Stevens Point under our original proposal, dated September 17, 2014, which are enclosed. Our fee for these services shall not exceed the following:

Prior Contract Price	\$59,809
Estimated Increase by this Amendment	<u>\$113,937</u>
<b>Revised Estimated Contract Price</b>	<b>\$173,746</b>

If additional services are required that would cause our fee to be greater than the estimate, we will obtain your prior authorization before proceeding.

The Redevelopment Authority of the City of Stevens Point can authorize AECOM to proceed with the services 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 Redevelopment Authority of the City of Stevens Point 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.

Sincerely,

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

Enclosures: Bid Form for Remedial Action, SGS  
 AECOM Commercial Terms  
 AECOM General Conditions  
 AECOM Authorization to Proceed



**Bid Form for Remedial Action  
Former Lullabye Furniture Site  
1017 Third Street, Stevens Point, WI 54481**

Bid Item	Estimated Quantity	Unit Cost	Total Estimated Cost
1. Mobilization/demobilization, locate underground utilities within work areas (see Figures 1 and 2).	Lump sum	\$ <u>3,190.00</u>	\$ <u>3,190.00</u>
2. Excavate, load, and transport tetrachloroethene (PCE) and lead contaminated soil to a Wisconsin-licensed solid waste landfill; maximum excavation depths are 6 feet (PCE contaminated area) and 4 feet (lead contaminated area).  <i>Notes:</i> <ul style="list-style-type: none"> <li>Subcontractor shall not commingle PCE contaminated soil with lead contaminated soil.</li> <li>Subcontractor shall identify the Wisconsin-licensed solid waste landfill on completed bid form.</li> </ul>	1,820 tons (1,300 CY)	\$ <u>11.00</u> /ton	\$ <u>20,020.00</u>
3. Dispose of PCE and lead contaminated soil (non-hazardous waste) at a Wisconsin-licensed solid waste landfill	1,820 tons	\$ <u>42.35</u> /ton	\$ <u>77,077.00</u>
4. Backfill excavations with imported granular material consisting of all aggregate particles having a dimension less than 12 inches, measured on any face, and a maximum of 15% by weight passing the No. 200 sieve; compact backfill material using appropriate compaction equipment in 1 foot lifts; level backfill material as necessary to match surrounding grade.  <i>Notes:</i> <ul style="list-style-type: none"> <li>Excavations shall not be backfilled until after laboratory analytical results confirm compliance with site cleanup levels for PCE and lead.</li> <li>Subcontractor shall provide clean, imported granular material.</li> </ul>	1,300 CY	\$ <u>10.50</u> /CY	\$ <u>13,650.00</u>
<b>TOTAL</b>			\$ <u>113,937.00</u>



Name and location of Wisconsin-licensed solid waste landfill to be used for disposal of contaminated soils: ADVANCED DISPOSAL - CRANBERRY CREEK

### Bid Specifications

1. Completed bid forms are due to AECOM via email to Kyle Wagoner at [kyle.wagoner@aecom.com](mailto:kyle.wagoner@aecom.com) or via fax at 715.341.7390 by 4:00 p.m. (local time) on Wednesday, November 5, 2014.
2. Subcontractor shall locate underground utilities at the site prior to the start of work. Subcontractor is responsible for protection of located underground utilities and replacement of the same if damaged during excavation or backfilling.
3. AECOM will coordinate the generator's waste profile approval with the landfill prior to the start of work.
4. AECOM will stake the perimeter of each excavation area prior to the start of work.
5. All site ingress and egress shall be via Third Street on the west side of the Former Lullabye Furniture property, then onto Centerpoint Drive.
6. The total in-place volume of PCE and lead contaminated soil is approximately 1,300 cubic yards.
7. Subcontractor shall use loading and hauling practices that are appropriate to prevent any spills or releases of soils or residues. The soil will be sufficiently dewatered prior to transport so as not to contain free liquids.
8. The Redevelopment Authority of the City of Stevens Point (responsible party) will be identified as the waste generator.
9. All work associated with the contaminated soil excavation shall proceed on a daily basis, excluding weekends and holidays, until completed.
10. If temporary soil stockpiling is necessary, Subcontractor shall place temporarily stockpiled soil containing lead and PCE on the work site on an impervious base, such as concrete, asphalt, heavy plastic sheeting, or an impervious construction fabric.
11. Subcontractor shall ensure that all soil containing lead and PCE, which is temporarily stockpiled on the work site, is sloped and graded to eliminate depressions in the surface and is covered. The cover will be in place at all times when the soil is not being transferred. The cover will be constructed of an impervious material, such as heavy plastic sheeting, impervious construction fabric, or other flexible impervious material. The cover material will be anchored in place by means, such as weights, ropes, cables, cords, chains, or stakes to prevent the soil from being exposed. Soil will not be used to anchor the cover material. The impervious cover will be re-anchored and/or repaired, as needed, until the soil can be hauled to the off-site disposal facility.
12. Schedule: All work associated with the remedial action shall begin on November 24, 2014, and be completed on or before December 5, 2014.
13. Subcontractor shall provide barricades, as appropriate, to limit access to the excavation areas during non-work hours.



- 14. Subcontractor shall provide copies of landfill weight tickets to AECOM within 10 business days after completion of the work.
- 15. An AECOM technician will be on site to oversee the soil excavation, collect soil samples for field screening and analysis, identify contaminated soil to be disposed of off-site, and oversee backfilling and compaction. Subcontractor shall assist AECOM in collecting soil samples from the excavation using excavation equipment.
- 16. Analysis of confirmation soil samples will be run on a **3-day RUSH turn around** by AECOM's subcontract laboratory to facilitate excavation backfilling and compaction in a timely manner.
- 17. Subcontractor is responsible for obtaining all necessary permits, licenses, and certifications required for soil excavation and waste material transporting.
- 18. Subcontractor shall leave the work site in a state of cleanliness at least equal to the pre-work condition.
- 19. All costs not specifically listed are considered incidental to the work and should be included in the appropriate bid item.
- 20. Subcontractor shall provide itemization of costs on invoices submitted to AECOM, reflecting items and quantities included in the Bid Form.
- 21. The low-bid, responsive subcontractor shall submit an insurance certificate to AECOM before work begins describing current insurance coverage, including types of coverage and monetary amount. Subcontractor shall name AECOM and the City of Stevens Point, its officers, elected officials, employees, agents, and volunteers as additional insureds.
- 22. The low-bid, responsive subcontractor shall sign AECOM's standard subcontract continuing services agreement.
- 23. The low-bid, responsive subcontractor shall submit a copy of their Quality Manual and Procedures to AECOM prior to the start of work. Otherwise, the low-bid, responsive subcontractor may use AECOM's template Sub-Quality Assurance Plan (SQAP) to fulfill this requirement.

The undersigned bidder accepts the terms and conditions of the Bid Specifications accompanying this bid.

Date of Bid: 11-5-14

Name/Address of Bidder:

SGS ENVIRONMENTAL CONTRACTING, LLC  
N2570 DAYTONIA DR., MERRILL, WI 54452

Print Name/Title of Bid Submitter: JAY A. SCHLUETER - OWNER/MANAGER

Signature of Bid Submitter: 

**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.

**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  
P:\60333629\100-Contract\110-Contracts\General\_Conditions\_Environment\_5912.docx

**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

P:\60333629\100-Contract\110-Contracts\Commercial\_Terms\_2012\_T&M\_Multiplier\_5912.docx

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 Redevelopment Authority of the City of Stevens Point as described in AECOM's Amendment No. 1 to Project No. 60333629, dated November 11, 2014, with a budget authorization of \$113,937 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

P:\60333629\100-Contract\110-Contracts\AECOM\_Authorization\_to\_Proceed\_Amd#1.docx



# PROPERTY MANAGEMENT AGREEMENT

**1. PARTIES AND PROPERTIES**

This property management agreement ("Agreement"), dated December 10, 2013, is made between Candlewood Property Management, LLC ("Candlewood") and Community Development Authority of the City of Stevens Point (collectively and individually, "Owner"). Owner gives Candlewood the exclusive right to rent, lease, operate and manage the following properties (collectively and individually, "Property"):

STREET	CITY	STATE	ZIP	No. Of Units
<u>1450 Water Street</u>	<u>Stevens Point</u>	<u>WI</u>	<u>54481</u>	<u>81</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**2. TERM**

\_\_\_\_\_ This Agreement shall begin on \_\_\_\_\_ and shall continue in effect until terminated by Owner or Candlewood by delivery of a 60-day notice of termination.

This Agreement shall begin on January 1, 2014 and shall be for a term of one year. This Agreement shall be automatically renewed for additional one-year periods unless on or before 30 days prior to the original or renewal expiration date, Owner or Candlewood delivers a written notice of termination to the other party.

**3. COLLECTION OR RENTS AND OTHER INCOME**

\_\_\_\_\_ Owner shall collect and deposit all rents, security deposits, income, etc into the Owner's Account ("Property Account").

Candlewood shall deposit all rents, security deposits, income and any other monies payable to the Owner under this Agreement ("Property Funds") into Candlewood's Trust Account ("Property Account").

**4. DISBURSEMENT OF PROPERTY FUNDS**

A. Owner designates Candlewood as a signatory on the Property Account and authorizes Candlewood to make all disbursements authorized under this Agreement. Candlewood shall disburse Candlewood's compensation (as provided in Section 5 below) when due and shall reimburse Candlewood within 30 days for any funds advanced by Candlewood from Candlewood's funds on Owner's behalf as provided herein. **Unless specifically excluded in subsection (B) below**, Candlewood shall pay all obligations and expenditures necessarily and properly incurred on behalf of the Owner in the management and operation of the Property, including but not limited to insurance premiums, real estate taxes, mortgage payments, supplies, repairs, maintenance advertising costs and professional fees ("Monthly Expenses"). Candlewood shall make disbursements to Owner from the Property Account as when and in such amounts as may be requested by Owner, provided that there are sufficient funds to meet Monthly Expenses, with allowance for adequate reserves and working capital, etc. Owner, shall upon written notice by Candlewood, promptly deposit into the Property Account sufficient monies as may be necessary from time to time to pay all monthly expenses and any other expenses which are the responsibility of Owner.

B. Specific Services Excluded: Candlewood is NOT authorized to complete the following specific tasks, as marked, for the Owner. (If none of the services listed below are marked, Candlewood is authorized to complete all these tasks for Owner.)

- \_\_\_\_\_ Collect Rents
- \_\_\_\_\_ Lease Renewals
- \_\_\_\_\_ Pay Bills
- \_\_\_\_\_ Pay Mortgage
- \_\_\_\_\_ Pay Property Taxes
- \_\_\_\_\_ Leasing of Units
- \_\_\_\_\_ Handle Security Deposit Returns
- \_\_\_\_\_ Other \_\_\_\_\_

**5. CANDLEWOOD'S COMPENSATION**

Candlewood's compensation shall be paid no later than the 5<sup>th</sup> of each month and shall be calculated as follows:

- A management fee equal to 7 % of the gross amount of all rents paid by tenants of the property and bad debts collected.\*
- A management fee equal to \_\_\_\_\_ per month\*
- A leasing fee equal to \_\_\_\_\_ % of one month's rent upon execution of the original lease.
- A leasing fee equal to \_\_\_\_\_ upon execution of an original lease.
- Other: \_\_\_\_\_

\*If Owner sells Property within 6 months of Candlewood placing new tenant(s), a leasing fee equal to one month's rent is due for each lease signed during this period. Balances that are unpaid 30 days after their due date are assessed a 1.5% interest charge per month until paid.

**6. CANDLEWOOD'S AUTHORITY**

The Owner authorizes Candlewood to perform the following property management duties and Owner agrees to assume and pay all fees and expenses related to the Property and as provided for in this Agreement. In consideration for Owner's agreements, Candlewood agrees to use its professional knowledge and skills and reasonable efforts to fulfill Candlewood's obligations under this section.

A. Advertising: To advertise the rental availability of the Property or any part thereof by any reasonable means (including Internet), to allow Candlewood to show the Property at reasonable times and upon reasonable advance notice as may be allowed by law, and to display "For Rent" and other appropriate signs. Candlewood agrees to secure prior approval of the Owner on all advertising expenditures in excess of \$200 for any one month.

B. Leases: To prepare leases using lease forms provided by or approved by Owner (all lease forms shall identify Owner or an attorney as drafter), and to negotiate, sign (as agent of Owner), renew and terminate leases for the Property or any part thereof. Lease terms shall be no longer than one year without prior authorization of Owner.

C. Legal Action: To sign and serve, as agent of the Owner, such notices as may be appropriate. To the extent allowed by law, to initiate and prosecute an appropriate legal action for and as agent of the Owner, including but not limited to, legal action to terminate tenancies, to evict, to recover possession of Property, to recover rents and other monies due Owner; and to settle, compromise and release such actions or suits and reinstate such tenancies as may be deemed necessary by Candlewood. Candlewood may retain competent legal counsel, as required, upon Owner's approval, to institute and prosecute legal actions or suits or to otherwise represent Owner's interest related to the Property.

D. Maintenance and Repairs:

1. All necessary repairs, improvements, alterations, and cleaning required to maintain the Property in a good state of repair and appearance ("Maintenance") will be handled as follows:

Owner shall provide for Maintenance of the Property. Candlewood is not responsible for Maintenance. Tenants need to contact the Owner at \_\_\_\_\_ to make Maintenance requests.

Owner elects to have Candlewood handle Maintenance of the Property. Tenants will contact Candlewood's office directly for Maintenance. Maintenance completed by Candlewood will be billed as follows: Labor at a rate of \$38.00 with a one-hour minimum plus the cost of parts and materials. Owner authorizes Candlewood to purchase or lease on behalf of the Owner, all equipment, tools, appliances, materials and supplies necessary for the continuous maintenance and operation of the Property, and to hire outside contractors as necessary. Candlewood agrees to secure the prior approval of the Owner on all expenditures in excess of \$300 for any one item, except when, in the opinion of the Candlewood, such maintenance or repairs are necessary to protect the property from damage or to maintain services to the tenant as called for in their leases ("emergency maintenance or repairs"). Candlewood will promptly notify Owner of needed emergency maintenance or repairs. If Candlewood does not receive a timely response from Owner, Candlewood may proceed with the emergency maintenance and repairs. Payment for repairs must be made monthly on the same schedule as the management fees. Balances over 30 days-old are assessed an interest rate of 1.5% per month.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Snow removal on the Property sidewalks and driveways will be handled as follows:**

Owner or the tenants of the Property shall provide snow/ice removal on the Property. Candlewood is not responsible for these tasks.  
 Owner elects to have Candlewood handle snow/ice removal (not including snow plowing services). Snow/ice removal completed by Candlewood is billed at a rate of \$50 per hour, plus the cost of salt. All costs of vehicles, equipment, gas and repairs are the responsibility of the Candlewood. Candlewood does not provide snow plowing services and, if needed, these services will be hired out to an insured outside contractor at the Owners expense.

**3. Lawn care services at the Property will be handled as follows:**

TBD Owner or the tenants of the Property will handle lawn care. Candlewood is not responsible for this task.  
TBD Owner elects to have Candlewood handle lawn care on the Property. Lawn care services completed by Candlewood are billed at a rate of \$50 per hour. All costs of vehicles, equipment, gas and repairs are the responsibility of Candlewood.

**NOTE: Costs of maintenance, cleaning, lawn care and snow removal provided by Candlewood will increase 1.5% every two years to cover increasing costs of wages, taxes, insurance, equipment, repairs and fuel. The increase will take effect on the date this agreement started.**

E. Utilities and Service Contracts: To enter into utility and service contracts as agent of Owner, including but not limited to contracts for electricity, gas, fuel, water, telephone, cleaning, trash removal, snow removal, lawn care, pest control and other contracts for services and commodities as Candlewood shall deem advisable and necessary for efficient operation and maintenance of the property. Owner approval is required. The Owner agrees to assume the obligation of any of these contracts at the termination of this Agreement.

**7. ACCOUNTING & RECORDS**

Candlewood shall maintain full and complete books and records with correct entries for all income and expenses resulting from the operation and management of the Property. Such books of account and records shall be the property of the Owner and shall, at all times during regular business hours be open to the inspection of the Owner or the duly authorized representative of the Owner, at the Candlewood's principle place of business.

Candlewood shall furnish the Owner a detailed statement of all income and expenses for each month, on or before the 10<sup>th</sup> day of the following month ("Monthly Statement"). Within forty-five (45) days after the close of each accounting year of Owner (as determined by Owner), Candlewood shall deliver a detailed statement of all income and expense from the prior year. If instructed by the Owner, Candlewood shall prepare (at the Owner's expense) more detailed reports such as balance sheets for an accountant designated by the owner.

In addition to the Monthly Statement, the following information will be sent to the Owner each month:

- Profit & Loss Statement
- Checkbook Registry
- Rent Roll Report
- Copies of all invoices paid
- Listing of any property equipment, tools, appliances, materials, or supplies purchased or leased

Candlewood will deliver the Monthly Statement and above information as follows:

- Mailed to the Owner at the address listed in this Agreement
- Faxed to the Owner at the fax number listed in this Agreement
- Emailed to the Owner at the following email address(s): mostrowski@stevenspoint.com  
cladick@stevenspoint.com

**8. OWNER LIABILITY & COOPERATION**

Owner is jointly & severally liable for any obligations under this Agreement. Owner agrees to make available to Candlewood all data, documents, records, rules & regulations, and other materials required in connection with the management of the Property, to provide or approve a lease for Candlewood's use, to cooperate fully with Candlewood in Candlewood's actions under this Agreement and to immediately provide to Candlewood the names of any prospective tenants.

**9. INSURANCE**

Owner agrees to carry comprehensive insurance covering the Property in the amount Owner deems appropriate for replacement coverage in Owner's sole judgment, with a minimum of  X  One Million/   Two Million Dollars liability coverage, and to direct the company issuing the insurance to name Candlewood Property Management, LLC and its employees as additional insureds under the policy's liability coverage.

**10. INDEMNIFICATION**

Owner agrees to indemnify and hold Candlewood harmless for losses, damages, costs and expenses, including attorney's fees, arising out of this agreement unless caused by gross negligence or intentional wrongdoing of Candlewood. Additionally, Owners agree to hold Candlewood harmless for issues at the Property regarding mold or lead-based paint.

**11. DEFAULT**

In the event of a material default by either party to this Agreement, this Agreement may be terminated by the non-defaulting party if such default is not cured within ten (10) days after delivery of written notice of such default to the defaulting party. In the event any legal proceedings (including appellate proceedings) arise as a result of any default of this Agreement, the prevailing party shall be entitled to reimbursement of any costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection therewith.

**12. DELIVERY**

Delivery of documents or written notices related to this Agreement may be accomplished by: 1) giving the document or written notice personally to the party; 2) depositing the document or written notice (postage or fees prepaid or charged to an account) in the U.S. Mail or commercial delivery system, addressed to the party, at the parties address; 3) electronically transmitting the document or written notice to the party's fax number or email address listed in this Agreement.

**13. TENANT SCREENING**

As part of this Agreement, Candlewood has the responsibility to screen applicants for apartments. Owner requires the following screening criteria:

- No Sex Offenders  X  Age must be 55 or older,
- No Drug Issues For Past 5 Years
- No Violent Crimes For Past 5 Years
- No Poor Landlord References
- Income At Least Three Times The Rent Amount
- Credit Score Checked (Owner is responsible for additional fee of \$15 per report)

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

**14. SALE OF PROPERTY**

In the event of the sale of the Property, Owner shall pay Candlewood an additional fee equal to one-month's compensation under this Agreement, for Candlewood's extra work of coordinating realtors, showings, appraisers, copying and disbursing leasing documents and financial information to approved parties, notification of tenants for entry, coordinating keys, and finalizing financial information.

**15. LEAD-BASED PAINT PROVISIONS**

The Owner shall be responsible for identification and elimination of lead-based paint hazards and compliance with all lead-based paint laws applicable to the Property. If the Property includes "target housing" (pre-1978 residential dwelling units), applicable laws may include federal laws such as the Residential Lead-Based Paint Disclosure Program (Section 1018 of Title X), and the Pre-Renovation Lead Information Rule (40 CFR Part 745). (For additional information see <http://www.epa.gov/opptintr/lead/index.html>) and Wisconsin laws such as Wis Stat. Chapter 254 and Wis. Adm. Code Chapter DHFS 163 (Call DHFS (608)261-6876), Wisconsin common law (e.g. ANTWAUN A. v. HERRITAGE MUT. INS. CO.), and any comparable local ordinances).

**16. ADDITIONAL PROVISIONS**

---



---



---



---



---



---

17. ADDENDA

The following Addenda are attached to, and made part of, this Agreement:

- Broker Disclosure To Clients
- Lead Based Paint Disclosure
- Candlewood's proposal for management, dated 11/14/13

18. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

This Agreement represents the entire agreement of the Parties. All prior negotiations and discussions have been merged into this Agreement. No modification or waiver of this Agreement or any part hereof shall be valid unless in writing and signed by Candlewood and Owner. No waiver of breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature. The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

This Agreement may be executed in one or more counterparts and each of such counterparts shall, for the purposes, be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Any signed document transmitted by facsimile machine (fax) or scanned and emailed shall be treated in all manner and respects as an original document. The signature of any party upon a document transmitted by fax or scanned in an email shall be considered an original signature.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, and assigns.

CAUTION: IF SIGNED, THIS AGREEMENT CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THIS AGREEMENT OR OTHER CONTRACTS, BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS AGREEMENT OR ANY OTHER CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

OWNER 1  
 SIGNATURE: *John Halverson* Chairman CDA DATE: 12/16/13  
 ADDRESS: 1515 Strongs Avenue, Stevens Point, WI 54481  
 PHONE: 715-346-1570 FAX: 715-346-1498 EMAIL: ahalverson@stevenspoint.com

OWNER 2  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

OWNER 3  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CANDLEWOOD PROPERTY MANAGEMENT, LLC  
 SIGNATURE: *Travis* DATE: 12/20/13  
 ADDRESS: 1317 College Ct Stevens Point, WI 54481  
 PHONE: 715-344-7524 FAX: 715-344-1001 EMAIL: travis@rentcandlewood.com



1825 South Webster Avenue, Suite 202  
Green Bay, WI 54301  
Phone: 920-432-1232 Fax: 920-432-7283  
Website [www.aglgb.com](http://www.aglgb.com)  
[agl@aglgb.com](mailto:agl@aglgb.com)

April 1, 2014

Michael Ostrowski, Executive Director  
Stevens Point City Hall  
1515 Strongs Avenue  
Stevens Point, WI 54481

RE: Edgewater Manor RFP

Dear Michael,

Thank you for contacting us for your Property Condition Agreement Services for Edgewater Manor. This response will follow the format outlined in the RFP Division 8.02.

**1. COVER LETTER  
RESPONDENT:**

a. Name: Architects Group Limited  
Address: 1825 S. Webster Avenue, Suite 202  
Phone No: (920)432-1232  
e-mail: [dave@aglgb.com](mailto:dave@aglgb.com)

**b. AUTHORIZED REPRESENTATIVE:**

Name: David Johnson  
Address: 1825 S. Webster Avenue, Suite 202  
Phone No: (920)432-1232 (920)680-4283 (Cell)  
e-mail: [dave@aglgb.com](mailto:dave@aglgb.com)

**c. CONTACT PERSON FOR ALL NOTICES AND COMMUNICATIONS**

See 1b above

d. STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDENT  
CERTIFYING THAT:

- i. All of the information contained in the proposal is true and correct;
- ii. The respondent will proceed with property condition assessment services as proposed and according to the schedule proposed if the proposal is selected;
- iii. Respondent agrees to all terms and conditions, reservations, and stipulations contained in this RFP document; and
- iv. Signatory is authorized to make the commitments and representations contained in the letter and in the proposal on behalf of the respondent.

 3/31/14  
\_\_\_\_\_  
David C. Johnson

**2. RESPONDENT INFORMATION AND QUALIFICATIONS:**

- Identify the management team and describe team member's qualifications and experience relating to property condition assessment.
- Architects Group Limited has been involved with housing, specifically HUD housing projects since its inception in 1978, I have been involved with HUD housing projects since 1981 and have been involved with 178 renovation projects thru the CIAP, Comp Grant, and CFP programs. There have been over 35 Physical Needs Assessments conducted for various Housing Authorities in Wisconsin and Michigan that would be utilized by Directors when developing their 5-year plans for renovations. Budget estimates of the work accompany the assessment.
- Bracket Engineering, who will review the Plumbing, Heating, and Electrical in the building and will conduct the Energy Audit, has 20 years of engineering experience and has performed 54 energy audits on a variety of building types in the last 5 years. A sample of his energy audit is attached for your information, titled Deloris K. Boyd Center Dated 2/28/13.

**3. SERVICES OFFERED AND COST:**

- Each proposal must include a complete list of services and costs that will be offered as part of the proposal. Please also include a list of optional services, along with associated costs that are offered by the respondent.

**APPROACH**

- We will approach this work by performing the following tasks:
- Travel to site to meet with you and discuss what items you are aware of requiring attention.
- Perform a representative sampling of units (10% of each type) and walk thru each unit making a list of items requiring attention, replacement or addition to the unit and the condition of items. This will be for heating, plumbing, electrical and architectural items.
- Reviews made are to be based upon visual observation and existing building plans by non destructive means, photographs will be taken to substantiate conditions and deficiencies requiring correction.
- We will review existing building plans you have of the original buildings and improvements that have been made since originally built to establish quantities and sizes and what materials were used.
- A list of items identified requiring attention will be made with the items requiring immediate attention (1-2 years) and short term attention (2-5 years) and longer term (5+ years). A budget cost opinion will be made for each item. Attached is a listing of items that have been reviewed in the past assessment projects. (Dated 12/3/08) and a copy of a Needs Assessment prepared 10/28/13.
- The Plumbing, Heating, Electrical review and the Energy Audit portion will review the condition of your heating equipment, lighting, weather-stripping, water usage, power/fuel consumption, pipe and building insulation and will provide recommendations on replacing items with newer energy conserving materials, giving you a cost for initial installation, the energy you will save and the payback period to recoup the initial cost thru the savings received. This information can then be used by you to prioritize what work you can afford to do. This Energy Audit will follow the guidelines of a Level 2 as prescribed by ASHRAE.

- A written Property Condition Report outlined on Page 9 of the RFP will be provided first as a draft report for your review and comments. Upon receiving comments and making corrections, 10 complete and bound copies of the report will be prepared along with a work document and will be submitted to you. One trip is planned to meet with you and discuss the draft report.

Our fee on the above description of work is \$9,925.00.

If you have any questions on this Proposal, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Johnson". The signature is fluid and cursive, with a large initial "D" and "J".

David C. Johnson  
Architects Group Limited



1825 South Webster Avenue, Suite 202, P.O. Box 340  
Green Bay, WI 54305  
920-432-1232 Fax: 920-432-7283 E-Mail: agl@itol.com  
Website: www.aglgb.com

**TYPICAL NEEDS ASSESSMENT ITEMS**  
**DECEMBER 3, 2008**

- Elevator Repair & Updates
- Plumbing Line Replacements
- Site Lighting
- Mailbox Upgrades
- Landscaping
- Add Air Conditioners
- Dumpster Pad Enclosures
- Vestibule Enclosures
- Storm Door Replacement
- Tub Surrounds
- Tub Removal/Install Showers
- Plumbing Fixture Replacement
- Heating Register Replacement
- Bathroom Exhaust Fan Replacement
- Smoke Barrier Corridor Walls
- Repair Masonry Cracks
- Seal Coat Masonry
- Replace Thermostats
- Adding Handicap Door Closers
- Replace Shut Off Valves
- Replace Trash Compactor
- Structural Repairs
- Add Storage Buildings
- New Bathroom Vanities
- New Medicine Cabinets
- Office Renovations
- Replace Sump Pumps
- Replace Zone Valves
- Reroofing – Shingles & Single Ply
- Replace Entrance Doors/Frames
- Replace Windows
- Replace Flooring (Sheet Vinyl, VCT, Carpet, Tile)
- Replace Kitchen Cabinets/Countertops
- Attic Insulation
- Siding Replacement
- Replace Boilers/Furnaces
- Replace Ceiling Tile
- Water Saving Flow Restrictors on Faucets/Shower Heads
- Emergency Lighting

- Upgrade Emergency Call Systems
- Upgrade Fire Alarm Systems
- Add Drain Tile
- Replace Sidewalks
- Replace Fin Pipe Covers
- GFCI
- Smoke Detectors
- Ceiling Fans
- Range Hoods
- Interior Doors Replace
- Soffit/Fascia Replace
- Lighting Replacement
- Weatherstripping
- ADA Accessible Door Hardware
- Parking Lot Addition & Seal Coating
- Emergency Generator
- Community Room Addition
- Replace Water Heaters
- Fencing
- Convert Efficiency Apartments to One Bedroom
- Apartment Painting
- Add Elevators
- Handicap Accessibility Improvements
- Phone Based Intercom
- Security Cameras
- Playground Equipment
- Garage Door Replacement
- Attic Ventilation Improvements
- Add Sprinkler System
- Make Public Toilet Rooms Handicap Accessible
- Handrail Replacement (Interior/Exterior)
- Replace Exit Lights
- Refinish Kitchen Cabinets
- Appliance Replacement
- Replace Gutters & Downspouts
- New Community Building
- Laundry Room Renovations
- Bathtub Liners
- Building Exterior Signage
- New Canopies at Main Entry
- Replace Door Hardware/Locks
- Replace Skylights
- Replace Insulated Window Panels
- Replace Exterior Caulking
- Add Flagpole

List prepared by David Johnson – Architects Group Limited

**October 28, 2013**  
**RAPID RIVER HOUSING**  
**NEEDS ASSESSMENT**

**APARTMENT BUILDING**

●Replace elevator flooring	\$ 600.00
●Paint all Corridors, laundry, storage, stairwells	\$ 11,000.00
●Remove and replace suspended acoustical tile ceiling and grid	\$ 7,200.00
●Replace corridor/stairwell/laundry/storage lights with Energy Star Fluorescents	\$ 15,150.00
●Add window in 3rd floor Laundry Room	\$ 2,000.00
●Add public area security camera's with 24/7 recorder	\$ 15,000.00
●Replace Fire Hoses with new	\$ 2,100.00
●Replace elevator machine room power unit and starter	\$ 20,000.00
●Replace elevator controller, fixtures, door operator	\$ 35,000.00
●Replace boilers	\$ 36,000.00
●Add handicap operator to stair door	\$ 4,000.00
●Replace Fire Alarm system with strobes in corridors, extending strobes in apartments, adding Carbon Monoxide detectors	\$ 8,000.00
●Add Wi-Fi to office and Apartment Building	\$ 5,000.00

**APARTMENTS**

●Add ceiling light/fan to bedroom	\$ 9,600.00
●Add thru wall air conditioning to apartments	\$ 76,800.00
●Change out shower control	\$ 10,000.00
●Replace lavatory faucets	\$ 6,000.00
●Replace toilets with Lo-flow handicap style	\$ 17,000.00
●Install programmable thermostats	\$ 3,000.00
●Refinish wood windows with stain/varnish	\$ 3,500.00
●Change out apartment lights to Energy Star. Add under cabinet light in kitchen	\$ 24,000.00
●Replace shut-off valves in corridor and at each fixture with ball valves	\$ 18,000.00
●Replace apartment carpet and sheet vinyl in remaining 12 units	\$ 25,380.00
●Replace apartment entry doors/hardware	\$ 20,400.00
●Replace apartment door closers	\$ 8,400.00
●Replace interior apartment doors/hardware	\$ 38,150.00
●New window blinds	\$ 5,000.00
●Re-key apartment locks and mailboxes	\$ 2,750.00
●Replace electric ranges	\$ 15,000.00
●Add GFCI outlets in kitchens (12)	\$ 3,600.00

**EXTERIOR**

● Replace EPDM Roofing	\$ 25,000.00
● Replace Stone panels with EIFS on face	\$ 42,900.00
● Add Exterior smoking building	\$ 2,000.00
● Add Trellis to second floor patio	\$ 7,000.00
● Replace 1998 water heater - commercial grade	\$ 11,000.00
● Add circle drive to front entry	\$ 25,000.00
● Trim trees	\$ 2,000.00
● Add front entry canopy	\$ 23,000.00

**COMMUNITY BUILDING**

● Change toilet rooms to meet current ADA Requirements	\$ 4,000.00
● Change Men's floor mount urinal to a wall mount urinal	\$ 2,200.00
● Replace flooring in both bathrooms	\$ 1,200.00
● Paint all walls/ceiling in Community Room and offices.	
Repair drywall as required	\$ 4,000.00
● New carpet in office, porcelain tile in Community Room	\$ 8,600.00
● Replace shingle roof	\$ 7,200.00
● Create maintenance room office	\$ 4,500.00
● Add handicap accessible door to Community Room with time clock and transmitter. Door & frame to be fire rated. Glass to be Fire Glass	\$ 7,000.00
● Wire/Power garage. Includes new service, lights, outlets	\$ 3,500.00
● Add air conditioning to Community Room and office	\$ 8,000.00

## Deloris K Boyd Center



## HVAC System Evaluation

February 28, 2013

### Study prepared by:

Michael Bracket  
Bracket Engineering Consulting, LLC  
PO Box 8051  
Green Bay, WI 54308-8051  
[mike@bracketengineering.com](mailto:mike@bracketengineering.com)  
Phone/Cell: 920-737-5275

### Study prepared for:



## General Building Description

Bracket Engineering Consulting, LLC was hired to perform an energy analysis of the existing head start building, in [REDACTED]. The scope of the evaluation is to provide an energy analysis of the existing building and recommendations for improvements.

Documentation for the existing building is not available. The building appears to be heavy lumber construction with vaulted wood plank roof, and 6" insulated walls. The roof was replaced about 10 years ago, but the amount of insulation installed is not known. This study assumed 2.5" of fiberglass board insulation was installed below the single ply roof membrane. The original windows were replaced recently with vinyl slide-by windows with thermal pane glass. The building contains classrooms, some offices and a commercial kitchen. The existing building had an addition in 1994. It is a stick built construction with trussed roof. The windows are crank out type and have thermal pane glass. The addition had classrooms on grade level and a basement level for storage. The basement level has been converted into a couple of classrooms and storage areas.

Lights in the original building consist of T12 florescent lights. The lights are a mixture of 2' x 4' multi-lamp fixtures and some 2' x 2' u-tube type fixtures. The building addition lighting consists of primarily 2' x 4' T8 florescent lights. There are some incandescent lights in small storage rooms.

The original building was heated only with hot water system and convectors in all rooms. A ventilation system serves the interior rooms and provides makeup air for the kitchen hood with a hot water air handling unit. The boilers were recently replaced with high efficiency condensing type boilers, which are the most current technology. Split system air conditioning units were added to condition exterior rooms in the building. Fan coil units hang in corridor areas of the building and exposed ductwork was extended along the slopped roof into the exterior rooms. Hot water for the restrooms residential washer and commercial kitchen is supplied by a commercial gas fired water heater.

The addition has high efficiency residential furnaces with split air conditioning units. Domestic hot water to the restrooms and wash machine is supplied by a residential electric water heater.

The electronic equipment in the building is minimal. A PC per office or classroom, and typical office copy machine, and a single server are the major pieces of equipment.

## Procedures

As described earlier, the goals of this study are to review the original design, develop an energy model that simulates energy use within the building, and recommend energy reduction changes for the building. The recommendations involve retrofit or upgrades of existing systems or construction components of the building.

The building was modeled with an energy analysis program to calculate the electrical and natural gas consumptions. The model was compared to the existing utility bills for accuracy, and then recommended changes were modeled to calculate reductions in energy use. The following is a list of items addressed in this study:

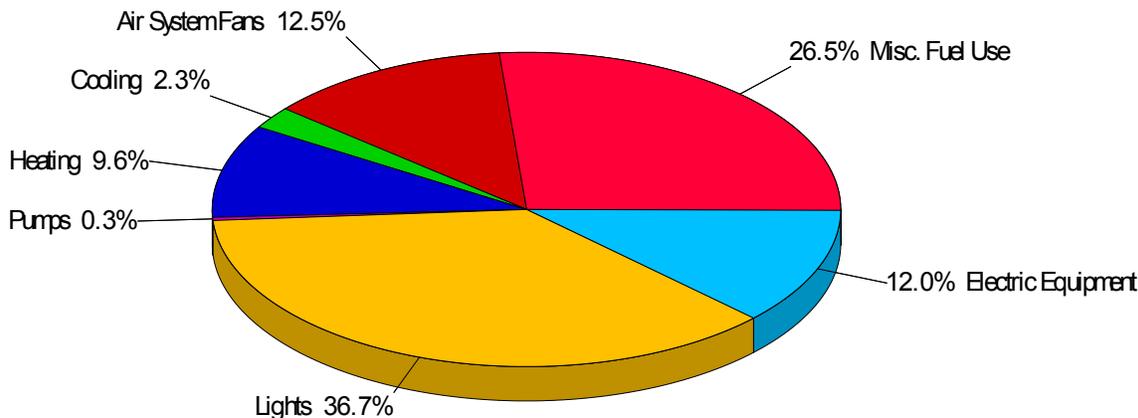
1. Building envelope heating and cooling calculations. Major energy consuming components were considered for upgrades.
2. Building lighting systems were calculated for energy consumption.
3. HVAC system operating costs were calculated. The calculations were grouped into building envelope heating and cooling losses, internal heat gains, and ventilation loads.
4. Develop a list of recommended changes to conserve energy use.

The energy use calculations were modeled using the Hourly Analysis Program (HAP), by Carrier Corporation. The program is recognized by agencies in the energy industry to produce accurate information for energy analysis.

## Results and Discussions

The energy model for the building was constructed and compared to existing utility bills. Then recommended changes were developed and modeled. The major summaries are as follows:

### Existing Building Energy Use Calculations



#### 1. Annual Costs

Component	Annual Cost (\$)	(\$/ft <sup>2</sup> )	Percent of Total (%)
Air System Fans	4,171	0.247	12.5
Cooling	758	0.045	2.3
Heating	3,184	0.188	9.6
Pumps	110	0.007	0.3
Heat Rejection Fans	0	0.000	0.0
<b>HVAC Sub-Total</b>	<b>8,223</b>	<b>0.487</b>	<b>24.7</b>
Lights	12,202	0.722	36.7
Electric Equipment	4,001	0.237	12.0
Misc. Electric	0	0.000	0.0
Misc. Fuel Use	8,824	0.522	26.5
<b>Non-HVAC Sub-Total</b>	<b>25,028</b>	<b>1.481</b>	<b>75.3</b>
<b>Grand Total</b>	<b>33,251</b>	<b>1.968</b>	<b>100.0</b>

Note: Cost per unit floor area is based on the gross building floor area.

Gross Floor Area ..... **16900.0** ft<sup>2</sup>  
 Conditioned Floor Area ..... **16900.0** ft<sup>2</sup>

The entire report is included in the appendix.

The following is the utility use breakdown in a table format. The bottom right shows calculated totals compared to actual energy bills.

Values from HAP Calculations													Energy Totals		
Component	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	KWH	Propane	
Air System Fans (kWh)	2208	1933	1918	1980	2069	68	272	119	1889	2070	1921	2112	18,559		
<i>Cooling</i>															
Electric (kWh)	0	0	11	237	935	123	502	228	877	483	12	0	3,408		
<i>Heating</i>															
Electric (kWh)	1007	830	294	12	0	0	0	0	0	17	326	900	3,386		
Propane (gallons)	349	295	174	77	32	0	0	0	27	53	142	295		1,444	
Pumps (kWh)	98	86	75	38	19	0	0	0	19	32	79	98	544		
<i>Electrical (non-HVAC)</i>															
Lighting (kWh)	5696	4995	5310	5462	5696	1223	1264	1264	5270	5696	5270	5503	52,649		
Electric Eqpt. (kWh)	1868	1638	1741	1791	1868	401	415	415	1728	1868	1728	1804	17,265		
<i>Misc. Fuel</i>															
Propane (gallons)	582	508	535	558	582	41	42	42	534	582	534	559		5,099	
													Calculated totals:	95,811	6,543
													From actual utility bills:	94,480	6,631

**Existing Building Energy Use Breakdown**

The following table breaks down the energy use into several categories. Envelope heat gains/losses, internal heat gains from lights and equipment, and ventilation heating/cooling.

Keshena Head Start Existing Operating Conditions									
Zones	Envelope					Envelope Heat Gains/Losses			
	Area (sq. ft.)	Window Area		Wall Area (sq. ft.)	Roof Area (sq. ft.)	Cooling (BTU/hr)	% of Clg Load	Heating (BTU/hr)	% of Htg Load
		(sq. ft.)	% of wall area						
Entire Building	16,344	420	8.4	4,575	10,560				
					Windows	20,407	43.9	16,853	20.4
					Walls	599	1.3	13,386	16.2
					Roof	25,482	54.8	34,695	42.0
					Floor	0	0.0	17,676	21.4
Internal Loads									
	Lights			Equipment			People		
	Total Watts	Watts per sq.ft.	BTU/hr	Total Watts	Watts per sq.ft.	BTU/hr	Total Count	BTU/hr	
	22,765	1.39	67,280	7,983	0.49	25,605	158	48,909	
Ventilation									
	Total CFM	CFM per sq.ft.	Cooling (BTU/hr)	% of Total Clg	Heating (BTU/hr)	% of Total Htg Load			
	1,500	0.09	0	0.00	127,500	60.68			

total

The highlighted areas were items that influenced the following suggestions.

### Existing Building Energy Use Compared to Suggested Changes

The energy model was close in comparison to the actual energy bills, as seen in the above table. After reviewing the data, a number of items were identified for potential improvements to reduce energy costs.

Component	1. Existing building (\$)	2. Existing building (a RI) (\$)	3. Existing building (b L) (\$)	4. Existing building (c CU) (\$)	5. Existing building (GW HP) (\$)	6. Existing building (var hood) (\$)	7. Existing building (dom hot water from boiler) (\$)	Composit of Remmendations 2, 3, 6, 7 (\$)
Air System Fans	\$2,088.00	\$2,071.00	\$2,086.00	\$2,088.00	\$183.00	\$1,906.00	\$2,088.00	\$1,887.00
Cooling	\$397.00	\$389.00	\$308.00	\$270.00	\$496.00	\$397.00	\$397.00	\$300.00
Heating	\$2,813.00	\$2,242.00	\$3,347.00	\$2,813.00	\$4,147.00	\$1,373.00	\$2,813.00	\$1,336.00
Pumps	\$60.00	\$56.00	\$66.00	\$60.00	\$327.00	\$14.00	\$60.00	\$16.00
Heat Rejection Fans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>HVAC Sub-Total</b>	<b>\$5,359.00</b>	<b>\$4,757.00</b>	<b>\$5,807.00</b>	<b>\$5,232.00</b>	<b>\$5,153.00</b>	<b>\$3,690.00</b>	<b>\$5,359.00</b>	<b>\$3,539.00</b>
Lights	\$6,357.00	\$6,357.00	\$3,315.00	\$6,357.00	\$6,357.00	\$6,357.00	\$6,357.00	\$3,315.00
Electric Equipment	\$1,942.00	\$1,942.00	\$1,942.00	\$1,942.00	\$1,942.00	\$1,942.00	\$1,942.00	\$1,942.00
Misc. Electric	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc. Fuel Use	\$8,824.00	\$8,824.00	\$8,824.00	\$8,824.00	\$8,824.00	\$8,824.00	\$7,829.00	\$7,829.00
<b>Non-HVAC Sub-Total</b>	<b>\$17,124.00</b>	<b>\$17,123.00</b>	<b>\$14,982.00</b>	<b>\$17,124.00</b>	<b>\$17,124.00</b>	<b>\$17,124.00</b>	<b>\$16,128.00</b>	<b>\$13,086.00</b>
<b>Grand Total</b>	<b>\$22,483.00</b>	<b>\$21,478.00</b>	<b>\$19,888.00</b>	<b>\$22,356.00</b>	<b>\$22,277.00</b>	<b>\$20,814.00</b>	<b>\$21,487.00</b>	<b>\$16,625.00</b>

% savings compared to existing building

11.23      47.85      2.37      3.84      31.14      11.28      **26.06**

Column #1 is existing building energy use, as calculated by HAP.

Column #2 increases the roof insulation on the original building roof. This item shows a reasonable savings, but may be hard to implement, due to the structure of the existing roof deck. The addition addressed this situation by placing all of the insulation below the roof deck and creating a void space between the insulation and roof deck.

Column #3 is a lighting upgrade in the original portion of the building. This item shows a good energy savings and is easy to implement by replacing existing light fixtures with new.

Column #4 upgrades the existing air condition units to the highest efficiency available. This item shows very little savings. The ventilation air is not cooled. It represents a large portion of the heating load, but none of the air conditioning load. The air conditioning load is internal loads only, which is a small portion of the total energy use, therefore air conditioning equipment upgrades have little influence on the total energy use.

Column #5 applies ground water heat pumps for heating and cooling of the building. This item usually shows a significant savings in operations, but not in this study. This would be a costly change out of existing systems, so the savings needs to be a significant percentage.

Column 6 adds variable exhaust to the existing kitchen hood. The hood CFM is designed to operate for the peak use of the cooking equipment. Throughout the day, the hood equipment is at the peak use only a short period of time. The variable speed controls allow the exhaust fan to

track based on heat output from equipment. The control would have a significant effect on the heating bill.

Column 7 reflects the effect of using an indirect domestic water heater that utilizes hot water from the high efficiency gas boilers. The boilers operate about 15% more efficiently than the existing water heater.

Base on the items above, construction costs were estimated to show a return on investment.

### **Opinion of Construction Costs**

Construction cost estimates were worked up for the recommended control changes and condensing unit replacement.

Column #2 - Upgrade roof insulation on original building, 6,313 square foot.

Opinion of construction cost - \$ 37,880.00 to \$ 44,190.00

Column #3 - Replace T12 fluorescent lights in original building with new T5 fixtures.

Opinion of construction cost - \$ 15,750.00 to \$ 20,250.00

Column #4 - Replace existing air conditioning equipment with more efficient units.

This item is not being recommended at this time, but when the equipment needs to be replaced; more efficient condensing units will decrease the operating costs of the building.

Column #5 – Replace existing heating cooling systems with ground water heat pumps is still being investigated.

Column #6 – Add variable air exhaust controls to existing kitchen hood.

Opinion of construction costs - \$ 5,500.00

Column #7 – Replace existing domestic water heater with indirect heater, fed from existing boilers. This is not recommended right away, but can be implemented when the existing heater needs to be replaced.

Opinion of construction costs - \$ 7,300.00

## **Conclusions**

Bracket Engineering Consulting, LLC has performed an energy audit of the existing preschool building, in Keshena. The focus of the study was to review original design, identify large energy users, and find recommendations to reduce energy costs.

The report looked at several issues related to the proposed change. The individual items reviewed and conclusions are listed below:

### **Upgrade roof insulation on original building:**

The payback for this recommendation is too long to justify replacing a roof that is about 10 years old. This information should be reviewed again, at a time when the roof needs replacing, to reduce energy costs.

**Upgrade the lighting in the original building:**

This recommendation shows a reasonable return on investment. The phasing out of T12 florescent lights makes this a necessity.

**Upgrade air conditioning equipment:**

The return on investment for this recommendation is not reasonable. As the equipment needs to be replaced, if higher efficiency equipment is installed, it will pay for itself in saved energy.

**Replace existing HVAC system with geothermal heat pump:****Add variable exhaust controls to the existing kitchen hood:**

This recommendation shows a good return on investment. It should be implemented.

**Replace existing domestic water heater with an indirect water heater:**

This recommendation shows a reasonable return on investment. It should be considered at the time the existing water heater needs replacement.

All of the items discussed in this report are not being recommended immediately. The report does show that as maintenance items occur over the upcoming years, upgrades to existing construction and equipment will show a good return on investment. The table on page 6 indicates that if all of the items in the report are implemented, the building will show a 26.02% savings over the current operating costs.

Bracket Engineering Consulting, LLC would like to thank the people at Keshena Community Development, for having us perform this study. We welcome the opportunity to provide further services to the community.

# APPENDIX

Existing Building Energy Usage.....page 1 thru 12

Composite Building Energy Use Report.....page 1 thru 17

If you need a copy of the appendix documents, please let me know.

Thank you, Michael Ostrowski

Redevelopment Authority - Edgewater Manor  
2015 Annual Budget

	2014 Proposed Budget	2014 Projected Budget through 12/31/14	2014 Budgeted-2014 Projected Variance	2015 Proposed Budget	2014 Projected-2015 Budgeted Variance
<b>Operating Receipts</b>					
Gross Potential Rents	516,900.00	516,240.00	(660.00)	516,240.00	0.00
Vacancy Loss (30% 2015)	186,180.00	180,684.00	(5,496.00)	154,872.00	25,812.00
<b>Net Rental Revenue</b>	<b>330,720.00</b>	<b>335,556.00</b>	<b>4,836.00</b>	<b>361,368.00</b>	<b>(25,812.00)</b>
Excess Utilities	960.00	0.00	(960.00)	0.00	0.00
<b>Total Rental Income</b>	<b>331,680.00</b>	<b>335,556.00</b>	<b>3,876.00</b>	<b>361,368.00</b>	<b>(25,812.00)</b>
Interest on General Fund Investments	0.00	0.00	0.00	0.00	0.00
Other Income	300.00	617.00	317.00	0.00	617.00
Other Income - A/C	0.00	1,363.00	1,363.00	1,100.00	263.00
Other Income - Cable Revenue	18,300.00	19,418.00	1,118.00	19,000.00	418.00
Other Income - Laundry Revenue	3,000.00	4,811.00	1,811.00	4,000.00	811.00
Other Income - Vending Machine Revenue	4,400.00	2,261.00	(2,139.00)	2,000.00	261.00
Other Income - Resident Charges	500.00	0.00	(500.00)	0.00	0.00
<b>Total Operating Income</b>	<b>358,180.00</b>	<b>364,026.00</b>	<b>5,846.00</b>	<b>387,468.00</b>	<b>(23,442.00)</b>
<b>Operating Expenditures - Administration</b>					
Administrative Salaries (Front-Line)	0.00	0.00	0.00	0.00	0.00
Management Fee	23,200.00	24,752.00	1,552.00	25,295.76	(543.76)
Marketing	0.00	0.00	0.00	5,000.00	
Contract Maintenance-Admin	400.00	0.00	(400.00)	0.00	0.00
Legal Expense	500.00	0.00	(500.00)	0.00	0.00
Staff Training	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00
Office Expense (publications, misc)	1,500.00	108.00	(1,392.00)	500.00	(392.00)
Office Supplies	0.00	321.00	321.00	1,000.00	(679.00)
Accounting Fees	0.00	0.00	0.00	0.00	0.00
Auditing Fees	2,000.00	1,960.00	(40.00)	2,000.00	(40.00)
Collection Agency/Court Costs	0.00	0.00	0.00	0.00	0.00
Comp Absences	0.00	0.00	0.00	0.00	0.00
Employee Benefit Contributions - Front-Line	0.00	0.00	0.00	0.00	0.00
Sundry-Other	1,600.00	0.00	(1,600.00)	0.00	0.00
Sundry-Office Supplies	0.00	0.00	0.00	0.00	0.00
Sundry-Postage	0.00	0.00	0.00	0.00	0.00
Sundry-Advertising	1,000.00	0.00	(1,000.00)	0.00	0.00
Sundry-CBR	0.00	0.00	0.00	0.00	0.00
<b>Total Administrative Expenses</b>	<b>30,200.00</b>	<b>27,141.00</b>	<b>(3,059.00)</b>	<b>33,795.76</b>	<b>(6,654.76)</b>
<b>Resident Services Expenditures</b>			0.00		

**Redevelopment Authority - Edgewater Manor  
2015 Annual Budget**

Salaries	0.00	0.00	0.00	0.00	0.00
Recreation, Publications & Other Services	0.00	0.00	0.00	0.00	0.00
Comp Absences	0.00	0.00	0.00	0.00	0.00
Employee Benefit Contribution	0.00	0.00	0.00	0.00	0.00
<b>Total Resident Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Utilities Expenditures</b>			0.00		
Water and Sewer	12,000.00	13,355.00	1,355.00	13,755.65	(400.65)
Cable	29,000.00	33,875.00	4,875.00	34,891.25	(1,016.25)
Phone	0.00	1,527.00	1,527.00	1,572.81	
Gas and Electric	60,800.00	69,871.00	9,071.00	71,967.13	(2,096.13)
Other Utilities Expense	0.00	0.00	0.00	0.00	0.00
<b>Total Utilities Expense</b>	<b>101,800.00</b>	<b>118,628.00</b>	<b>16,828.00</b>	<b>122,186.84</b>	<b>(3,513.03)</b>
<b>Maintenance Expenditures</b>					
Labor (1/2 time Maint Person assigned)	18,700.00	0.00	(18,700.00)	0.00	0.00
Building Repairs	0.00	93,904.00	93,904.00	150,000.00	
Materials	2,000.00	8,766.00	6,766.00	20,000.00	
Contract Costs-Other	800.00	0.00	(800.00)	0.00	0.00
Contract Costs-Heat & Cooling	1,700.00	0.00	(1,700.00)	0.00	0.00
Contract Costs-Door Openers/Security	1,000.00	0.00	(1,000.00)	0.00	0.00
Contract Costs-Elevator Maintenance	10,000.00	4,300.00	(5,700.00)	10,000.00	(5,700.00)
Contract Costs-Grounds-Lawn	100.00	1,980.00	1,880.00	2,500.00	(520.00)
Contract Costs-Grounds-Snow	100.00	1,797.00	1,697.00	3,000.00	(1,203.00)
Contract Costs-Unit Turnaround	2,000.00	0.00	(2,000.00)	0.00	0.00
Contract Costs-Electrical	800.00	0.00	(800.00)	0.00	0.00
Contract Costs-Plumbing	2,000.00	0.00	(2,000.00)	0.00	0.00
Contract Costs-Extermination (Spiders)	1,500.00	0.00	(1,500.00)	0.00	0.00
Contract Costs-Janitorial	1,400.00	0.00	(1,400.00)	0.00	0.00
Contract Costs-Garbage & Trash Removal	3,000.00	3,550.00	550.00	3,656.50	(106.50)
Compensated Absences	0.00	0.00	0.00	0.00	0.00
Employee Benefits Contributions - Maint	0.00	0.00	0.00	0.00	0.00
<b>Total Maintenance Expense</b>	<b>45,100.00</b>	<b>114,297.00</b>	<b>69,197.00</b>	<b>189,156.50</b>	<b>(74,859.50)</b>
<b>General Expenditures</b>					
Insurance Expense-Other (Boilers)	200.00	432.00	232.00	500.00	(68.00)
Insurance Expense-Work Comp	0.00	0.00	0.00	0.00	0.00
Insurance Expense-Property	3,500.00	4,799.00	1,299.00	5,000.00	(201.00)
Insurance Expense-Gen Liability	4,600.00	5,864.00	1,264.00	6,500.00	(636.00)
Insurance Expense-Automobiles	0.00	0.00	0.00	0.00	0.00
Insurance Expense-Dishonesty Bond	0.00	0.00	0.00	0.00	0.00
Payments in Lieu of Taxes	30,000.00	25,233.00	(4,767.00)	27,564.52	(2,331.52)
Collection Losses	1,500.00	0.00	(1,500.00)	0.00	0.00

Redevelopment Authority - Edgewater Manor  
2015 Annual Budget

Trustee Service Fee Expense	0.00	0.00	0.00	0.00	0.00
Other General Expense	0.00	0.00	0.00	0.00	0.00
<b>Total General Expenses</b>	<b>39,800.00</b>	<b>36,328.00</b>	<b>(3,472.00)</b>	<b>39,564.52</b>	<b>(3,236.52)</b>
<b>Total Operating Expenses</b>	<b>216,900.00</b>	<b>296,394.00</b>	<b>79,494.00</b>	<b>384,703.62</b>	<b>(88,263.81)</b>
<b>Nonoperating Expenditures</b>			0.00		
Extraordinary Contracts	0.00	40,000.00	40,000.00		40,000.00
Extraordinary Maintenance - Window Recaulking	30,000.00	24,995.00	(5,005.00)		24,995.00
Extraordinary Maintenance - Sealcoating, Sidewalks & Trees	20,000.00	0.00	(20,000.00)		0.00
Casualty Losses	0.00	0.00	0.00		0.00
Bond Fund Expense	0.00	0.00	0.00		0.00
<b>Total Nonoperating Expense</b>	<b>50,000.00</b>	<b>64,995.00</b>	<b>14,995.00</b>	<b>0.00</b>	<b>64,995.00</b>
<b>Net Profit (Loss)</b>	<b>91,280.00</b>	<b>2,637.00</b>	<b>(88,643.00)</b>	<b>2,764.38</b>	<b>(173.19)</b>

Key

- Significant changes
- Line Items to be removed or combined for 2015
- TBD - Based on action how to proceed with repairs and upgrades

**Redevelopment Authority - Housing Trust Fund  
2015 Annual Budget**

	<b>2014 Projected Budget through 12/31/14</b>	<b>2015 Proposed Budget</b>	<b>2014 Projected- 2015 Budgeted Variance</b>	
<b>Revenues</b>				
HTF Interest	47,586.00	76,589.73	29,003.73	(2014 only included 7 months)
Loan Payments	17,261.00	10,000.00	(7,261.00)	
Miscellaneous Revenue	30,943.00	0.00	(30,943.00)	(2014 included opening balance)
<b>Total Revenue</b>	<b>95,790.00</b>	<b>86,589.73</b>	<b>(9,200.27)</b>	
<b>Expenditures</b>				
Administration Charges	53.00	1,000.00	947.00	
Auditing Services	570.00	600.00	30.00	
Insurance - Directors and Offices Liability	2,565.00	2,641.95	76.95	
Loan Distribution	0.00	0.00	0.00	
Salary and Benefits	59,105.00	61,748.00	2,643.00	
Miscellaneous Expense	0.00	5,000.00	5,000.00	
<b>Total Expenses</b>	<b>62,293.00</b>	<b>70,989.95</b>	<b>8,696.95</b>	
<b>Net Total (Profit/(Loss))</b>	<b>33,497.00</b>	<b>15,599.78</b>	<b>(17,897.22)</b>	

**BYLAWS OF THE  
REDEVELOPMENT AUTHORITY  
OF THE CITY OF STEVENS POINT**

**ARTICLE I - THE AUTHORITY**

Section 1 - Name of Authority. The name of the Authority shall be “Redevelopment Authority of the City of Stevens Point.”

Section 2 - Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 3 - Offices of the Authority. The principal offices of the Authority shall be at 1515 Strongs Avenue, Stevens Point, Wisconsin 54481. In addition, the Authority may from time-to-time have offices as such other place or places as it deems necessary. The location of the Authority’s principal offices may be changed by appropriate resolution of the Authority.

Section 4 - Appointment of Members. The Mayor shall, with the confirmation of the Common Council, appoint seven (7) resident persons as commissioners to the Authority according to Section 66.1333 of the Wisconsin Statutes and Section 3.51 of the Revised Municipal Code of the City Stevens Point.

**ARTICLE II - OFFICERS**

Section 1 - Officers. The officers of the Authority shall be a Chairperson, a Vice-Chairperson, and a Secretary/Treasurer (who shall be the Executive Director).

Section 2 - Chairperson. The Chairperson for the Authority shall preside at all meetings of the Authority. The Chairperson and Executive Director are authorized to execute on behalf of the Authority all contracts, deeds, notes and other forms of obligations or instruments when duly authorized by the Commissioners of the Authority to do so. At each meeting the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs, and policies of the Authority.

Section 3 - Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in case the Chairperson is no longer able to serve, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a chairperson from among its members.

Section 4 - Secretary/Treasurer. The Secretary/Treasurer shall be the Executive Director and shall keep the records of the Authority, shall act as Secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to that office. The

Secretary/Treasurer shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

The Secretary/Treasurer shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks. The Secretary/Treasurer shall approve all checks for the payment of bills and shall delegate responsibility to pay out and disburse such monies.

Section 5 - Executive Director. The Executive Director shall serve as Secretary/Treasurer to the Authority and shall be the chief administrative officer of the Authority and shall direct, manage and supervise the Authority's administrative operation and technical activities in accordance with and subject to the direction of the Authority.

Section 6 - Additional Duties. The Officers of the Authority shall perform such other duties and functions as may from time-to-time be required by the Authority or by the bylaws or rules and regulations of the Authority and which are necessary to promote the redevelopment mission of the agency.

Section 7 - Election or Appointment. Successive commissioners shall be appointed by the Mayor. The Chairperson and Vice Chairperson shall be elected from among the Commissioners of the Authority.

Section 8 - Vacancies. Should the offices of Chairperson or Vice Chairperson become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

### **ARTICLE III - MEETINGS**

Section 1 - Regular Meetings. Meetings shall be held by the Authority at least monthly or as needed and at a regular time. When the regular meeting falls on a legal holiday, a special meeting may be called in lieu of the regular meeting. All regular and special meetings of the Authority shall be held at the Authority's principal office or in such other public place as the Authority deems appropriate. All regular and special meetings, hearings, records, and accounts of the Authority shall be subject to Wisconsin Statutes, Chapter 19.

Section 2 - Special Meetings. The Chairperson of the Authority may, when he/she deems expedient, and/or upon written request of any member of the Commission, call a special meeting of the Commissioners, whenever any one of them deems it necessary.

Section 3 - Meeting Agendas. Any Commissioner may have any item of his or her choosing on an agenda of either a regular or a special meeting. Agendas shall be posted for public notice under Wisconsin Statutes Chapter 19.

Section 4 - Quorum. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. Four (4) Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. An item can be adopted with a majority of votes of the same persuasion.

Section 5 - Order of Business. The Secretary/Treasurer shall prepare an agenda for each meeting.

Section 6 - Motions. Motions shall be restated by the Chairperson before a vote is taken. The name of the maker of the motion and the second to the motion shall be duly recorded in the minutes of the meeting.

Section 7 - Voting. The voting on all questions coming before the Authority shall be by voice and shall not be recorded by "yeas" and "nays" unless requested by a member of the Authority.

Section 8 - Parliamentary Procedure. The parliamentary procedure utilized during Authority meetings shall be governed by Roberts Rules of Order.

**ARTICLE IV - SUBCOMMITTEES**

Section 1 - Subcommittees. The Authority may establish subcommittees as may from time-to-time be required.

**ARTICLE V - AMENDMENTS**

Section 1 - Amendments to Bylaws. The bylaws of the Authority may be amended after an amendment has been introduced at any regular meeting or special meeting and referred to the next regular/special meeting. Adoption of an amendment shall be by a two-thirds vote of the body of the whole.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BY: \_\_\_\_\_  
Chairperson

ATTEST: \_\_\_\_\_  
Executive Director