



AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	April 27, 2015 4:00 PM	Location:	City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
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1. Roll call.
2. Persons who wish to address the Board on specific agenda items other than a “Public Hearing” must register their request at this time. Those who wish to address the Board during a “Public Hearing” are not required to identify themselves until the “Public Hearing” is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.

Discussion and possible action on the following:

4. Approval of the minutes from the March 17, 2015 Redevelopment Authority meeting.
5. Approval of financial reports, claims, and statements from February 2015.
6. Revocable License and Landscaping Maintenance Agreement with Landscapes for Life Foundation, Inc.
7. Executive Director’s update (*this item is for informational purposes only*).
8. Tour of Edgewater Manor – The Board will recess and reconvene at Edgewater Manor, 1450 Water Street, for a tour of the premises.
9. 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.



Michael Ostrowski, Director
Community Development Department
City of Stevens Point
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Stevens Point, WI 54481
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Memo

Redevelopment Authority of the City of Stevens Point

To: Redevelopment Authority Board of Commissioners
From: Michael Ostrowski
CC:
Date: 4/20/2015
Re: Agenda Item Summaries for the April 27, 2015 Redevelopment Authority Board Meeting

1. Roll call.
2. Persons who wish to address the Board on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Board during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.

Discussion and possible action on the following:

4. Approval of the minutes from the March 17, 2015 Redevelopment Authority meeting.
The Board needs to approve the minutes from the prior meeting.
5. Approval of financial reports, claims, and statements from February 2015.
The Board needs to approve the financial reports, claims, and statements from February 2015 and March 2015.
6. Revocable License and Landscaping Maintenance Agreement with Landscapes for Life Foundation, Inc.
As discussed in August of 2014, this is for the greenspace area north of the Fox Theater. The proposed agreement is attached.
7. Executive Director's update (*this item is for informational purposes only*).
8. Tour of Edgewater Manor – The Board will recess and reconvene at Edgewater Manor, 1450 Water Street, for a tour of the premises.
Our consultant is currently completing the needs analysis for Edgewater Manor. Therefore, it might be best for all commissioners to tour the building prior to him making his presentation.
9. Adjourn.



MINUTES

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	March 17, 2015 4:00 PM	Location:	City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
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Present: Chairperson Schlice, Alderperson Phillips, Commissioner Molski, Commissioner Gardner, and Commissioner Dugan.

Excused: Commissioner Adamski and Commissioner Sawyer.

Also Present: Executive Director Ostrowski, Mayor Gary Wescott, City Attorney Beveridge, Mary McComb, Mary Ann Laszewski, and Garrett Ryan.

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1. Roll call.
 2. Persons who wish to address the Board on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Board during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Chairperson.
 3. Public comment for pre-registered individuals for matters appearing on the agenda.
- Discussion and possible action on the following:
4. Approval of the minutes from the January 13, 2015 Redevelopment Authority meeting.
 5. Approval of financial reports, claims, and statements from December 2014, end of year 2014, and January 2015.
 6. Amendment No. 2 – Great Lakes Educational Loan Services, Inc. - Sublease and Developer's Agreement – 1101 Centerpoint Drive, Stevens Point, WI 54481.
 7. Amendment No.2 - AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.
 8. Modification of Redevelopment Authority Bylaws.
 9. Adjourn into closed session pursuant to Wisconsin Statutes 19.85(1)(e) (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) for the purposes of:
 - a. Negotiating the terms of a development agreement for 1017 Third Street.
 - b. An option to purchase real estate.
 10. Reconvene into open session for possible action on the above.
 11. Use of Housing Trust Fund dollars.

12. Executive Director's update (This item is for information purposes only; no formal action will be taken.
 - a. Update on Edgewater Manor property condition assessment.
 - b. Update on Central Wisconsin Economic Development Loan Fund.
 - c. Comprehensive Plan and redevelopment projects.

13. Adjourn.

1. Roll call.

Present: Schlice, Phillips, Molski, Gardner, Dugan

2. Persons who wish to address the Board on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Board during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.

No one wished to speak on any agenda items.

Discussion and possible action on the following:

4. Approval of the minutes from the January 13, 2015 Redevelopment Authority meeting.

Motion by Commissioner Molski to approve the minutes of the January 13, 2015 Redevelopment Authority meeting; seconded by Commissioner Gardner. Motion carried 5-0.

5. Approval of financial reports, claims, and statements from December 2014, end of year 2014, and January 2015.

Executive Director Ostrowski stated the reports have been included in the packet. The net 2014 profit/loss shows just over \$92,000 as profit for the year, but that amount did not include any major repairs or have any debt service associated with it.

Commissioner Dugan asked what the building repairs included in the statement were, to which Executive Director Ostrowski explained they are the standard building repairs, unit upgrades, etc.

Motion by Commissioner Gardner to approve the financial reports, claims, and statements from December 2014, end of year 2014, and January 2015; seconded by Alderperson Phillips. Motion carried 5-0.

6. Amendment No. 2 – Great Lakes Educational Loan Services, Inc. - Sublease and Developer's Agreement – 1101 Centerpoint Drive, Stevens Point, WI 54481.

Executive Director Ostrowski stated this agreement was approved by Common Council last night. Great Lakes is asking to extend the boundary of the property beyond the property wall. We have added a 20 foot extension to the boundary around the building excluding the public walk areas. Also, we identified in the agreement the Redevelopment Authority instead of the CDA.

Motion by Commissioner Molski to approve Amendment No. 2 – Great Lakes Education Loan Services, Inc. - Sublease and Developer's Agreement – 1101 Centerpoint Drive, Stevens Point, WI 54481; seconded by Commissioner Gardner.

Roll Call: Yeas – Schlice, Phillips, Molski, Gardner, Dugan
Nays – None

Motion carried 5-0.

7. Amendment No.2 - AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.

Executive Director Ostrowski stated this is a no cost amendment. The work on the Lullabye property is near completion in terms of the original scope. AECOM has removed some soil from the southwest corner of the site which had lead contamination, and on the north eastern corner of the site that had some PCE contamination. These removals came in under budget, as the quantity of soil removed was less than estimated. However, Dun-Rite Dry Cleaners has been doing some investigation to determine their extent of contamination. During the course of their investigation, they tested some areas on the Lullabye site to see if the plume extended that far to the west. The test results did indicate some additional contaminated areas on the Lullabye site. With this being the case, we are not able to continue with the Voluntary Party Liability Exemption (VPLE) process until we determine the extent, and potential source, of this newly found contamination. Under this amended agreement, AECOM would go out and do some additional testing to better define the limits of the contamination.

Aldersperson Phillips asked if they had gone into the Guzman Building for any borings, to which Executive Director Ostrowski stated they have done indoor air sampling.

Motion by Aldersperson Phillips to approve the Amendment No.2 - AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481; seconded by Commissioner Dugan.

Commissioner Gardner asked if this testing does not show it is part of the other plume, would we be required to clean it up before the deadline. Executive Director Ostrowski answered it depends on who is responsible. One concern with this is the contract with the state and the EPA with the grant money expires by September 30, and if not spent it is lost. So we have to determine who is responsible. If it is not part of Dunrite, then we may have to complete the cleanup and AECOM would come back for another amendment.

Roll Call: Yeas – Schlice, Phillips, Molski, Gardner, Dugan

Nays – None

Motion carried 5-0.

8. Modification of Redevelopment Authority Bylaws.

Executive Director Ostrowski made corrections as requested and also changed the Motions under Article 3, Section 7 Voting shall be recorded as a voice vote and shall be recorded as yeas or nays.

Commissioner Schlice suggested using aye instead of yeas.

Motion by Commissioner Gardner to approve the modification of the Redevelopment Authority Bylaws, including the amendment to aye, instead of yeas; seconded by Commissioner Molski.

Roll Call: Yeas – Schlice, Phillips, Molski, Gardner, Dugan

Nays – None

Motion carried 5-0.

9. Adjourn into closed session pursuant to Wisconsin Statutes 19.85(1)(e) (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) for the purposes of:
 - a. Negotiating the terms of a development agreement for 1017 Third Street.
 - b. An option to purchase real estate.

Motion by Commissioner Molski to enter into closed session, seconded by Alderperson Phillips.

Roll Call: Yeas – Schlice, Phillips, Molski, Gardner, Dugan

Nays – None

Motion carried 5-0.

10. Reconvene into open session for possible action on the above.

Motion by Commissioner Gardner to return to open session; seconded by Commissioner Molski.

Roll Call: Yeas – Schlice, Phillips, Molski, Gardner, Dugan

Nays – None

Motion carried 5-0.

Commissioner Schlice explained it has been determined that no action is needed at this time.

11. Use of Housing Trust Fund dollars.

Executive Director Ostrowski explained last year the Board had put a halt on using any Housing Trust Fund dollars until we had determined what was being done with Edgewater Manor. Habitat for Humanity was going to put in a bid on a foreclosure, which had a Habitat loan, a City loan, and a Redevelopment Authority loan. The intent was that if they were the successful bidder, they would cover their loan, the City loan, and the Redevelopment Authority loan, as long as they could use the funds for another family. They were not successful in that bid; however the successful bidder did pay more than what was owed on the property and we should be receiving those funds back. Habitat is asking if they could use those funds for another family project. This is before you to determine if you would allow those funds to be used on another project with Habitat.

Commissioner Gardner asked for clarification to which Executive Director Ostrowski stated we had put a hold on any additional loans made out of the Housing Trust Fund because we didn't know the extent of the repairs that are going to be needed at Edgewater Manor. The Housing Trust Funds are the only other income source the Redevelopment Authority has available.

Commissioner Schlice asked what the timing on the report for Edgewater is, to which Mr. Ostrowski stated it is 60 days after we executed the contract with the consultant.

Commissioner Gardner asked how much is in the Housing Trust Funds now, and how much is Habitat asking for. Executive Director Ostrowski stated they are asking for \$12,000 and our current balance is just over \$100,000. The balance of Edgewater Manor's checking account is just over \$140,000.

Commissioner Molski asked if we should be waiting to see what Edgewater Manor will be costing us prior to authorizing funds to others. Alderperson Phillips stated, should we stop everything just because of Edgewater?

Commissioner Schlice asked if the project for Habitat would still continue if they do not receive those funds. Executive Director Ostrowski stated as far as he knows the project will still proceed.

Commissioner Molski added since we took on the responsibility of keeping Edgewater Manor, we have to make sure we have the money to do what needs to be done to that property.

Motion by Commissioner Molski to deny the request to use of Housing Trust Fund dollars for any additional loans; seconded by Commissioner Dugan.

Roll Call: Yeas – Schlice, Phillips, Molski, Gardner, Dugan

Nays – None

Motion carried 5-0.

- 12. Executive Director’s update (This item is for information purposes only; no formal action will be taken.
 - a. Update on Edgewater Manor property condition assessment.
 - b. Update on Central Wisconsin Economic Development Loan Fund.
 - c. Comprehensive Plan and redevelopment projects.

Executive Director Ostrowski explained we have recently signed the property assessment contract with AGL and they have 60 days to deliver a draft report. They would then make a presentation before the Redevelopment Authority. The vacancy rate is still about 30%. Now is the prime leasing season, so we should see a better predictor of occupancy in June and July.

Executive Director Ostrowski gave an update on the status of the Central Wisconsin Economic Development Loan (CWED) Fund and the status with the Department of Administration. He stated there are still questions on whether there can be any local control and if there are federal requirements on the loans that we make, as it was thought that the funds would be defederalized. He indicated that he would provide more information at a later date.

Executive Director Ostrowski said in previous meetings we discussed possible projects that the Redevelopment Authority could potentially be taking on. Enclosed in the packet is a map of potential redevelopment areas that came from the Comprehensive Plan from 2006. Alderperson Phillips feels there is a potential redevelopment area with the 17 acres purchased in 2000 east of Johnson Towing and does not want that area turned into just a park, but feels there is room for development for condos or homes. Commissioner Gardner suggested having individual homes rehabilitated on a case-by-case, block-by-block basis. Commissioner Dugan supported the rehabilitation suggestion. Commissioner Schlice brought up an old program that worked well of supplying the paint if a person wanted to paint their home. Additional conversations will take place at a future meeting.

- 13. Adjourn

Meeting adjourned at 5:19 PM.

Approved:

John Schlice, Chairperson

Date

Attest:

Michael Ostrowski, Executive Director

Date

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

EDGEWATER MANOR ACCOUNT (EDGEWATER CHECKING) (7)
February 28, 2015

Account: 24711101
Bank Account Number: 3078529996

Bank Statement Balance:	142,432.14	Book Balance Previous Month:	142,125.82
Outstanding Deposits:	.00	Total Receipts:	2,841.32
Outstanding Checks:	.00	Total Disbursements:	2,535.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	142,432.14	Book Balance:	142,432.14

Outstanding Deposits

No outstanding deposits found!
Deposits cleared: 2 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 = "CDEDGE"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CDEDGE						
1						
02/17/2015	1	ACCOUNT ANALYSIS SETTLEMENT C	247.56.00600.5950	GEN ADMINISTRATION CHARGES	35.00	
2						
02/17/2015	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS		35.00-
Documents: 2 Transactions: 2						
Total CDEDGE:					35.00	35.00-
Grand Totals:					35.00	35.00-

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
CREDGE						
1						
02/04/2015	1	CANDLEWOOD	247.48.20120.51	RENTAL INCOME		2,838.01-
2						
02/04/2015	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	2,838.01	
3						
02/27/2015	3	INTEREST FOR FEB 2015	247.48.00110.56	INTEREST ON CHECKING ACCT		3.31-
4						
02/27/2015	4	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	3.31	
Documents: 4 Transactions: 4						
Total CREDGE:					2,841.32	2,841.32-
Grand Totals:					2,841.32	2,841.32-

2:55 PM
02/27/15
Cash Basis

Edgewater Manor- Profit & Loss

February 2015

	Feb 15
Ordinary Income/Expense	
Income	
A/C Income	92.28
Cable Income	1,666.40
Tenant Reimbursements	
Tenant Repair refund	50.00
Total Tenant Reimbursements	50.00
Rental Income	30,578.32
Fee Income	
Laundry	1,139.75
Total Fee Income	1,139.75
Total Income	33,526.75
Gross Profit	33,526.75
Expense	
Advertising	1,856.72
Management Fees	2,140.48
Repairs	
Building Repairs	4,103.01
Total Repairs	4,103.01
Snow Removal	599.00
Telephone	155.89
Trash Removal	320.54
Utilities	
Gas and Electric	7,680.92
Water	3,338.22
Total Utilities	11,019.14
Total Expense	20,194.78
Net Ordinary Income	13,331.97
Other Income/Expense	
Other Income	
Other Income	
Security Deposit Collected	300.00
Total Other Income	300.00
Total Other Income	300.00
Other Expense	
Other Expense	
owners draw	13,331.97
Total Other Expense	13,331.97
Total Other Expense	13,331.97
Net Other Income	-13,031.97
Net Income	300.00

2:54 PM

02/27/15

Cash Basis

Edgewater Manor - Checkbook Register

As of February 28, 2015

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						0.00
Edgewater Manor						0.00
General Journal	2/1/2015			564.00	564.00	564.00
General Journal	2/1/2015			564.00	564.00	1,128.00
General Journal	2/1/2015			564.00	564.00	1,692.00
Deposit	2/1/2015			1,139.75	1,139.75	2,831.75
Check	2/1/2015	31776	WPS	-17.52	-17.52	2,814.23
Deposit	2/1/2015			560.00	560.00	3,374.23
Deposit	2/1/2015			1,745.00	1,745.00	5,119.23
Check	2/1/2015	32008	Adam Roberts	-590.25	-590.25	4,528.98
Deposit	2/2/2015			11,297.00	11,297.00	15,825.98
Deposit	2/3/2015			560.00	560.00	16,385.98
Check	2/3/2015	31846	Candlewood Property Management	-1,761.39	-1,761.39	14,624.59
Deposit	2/4/2015			610.00	610.00	15,234.59
Check	2/4/2015	31886	Wroblewski Concrete	-599.00	-599.00	14,635.59
Check	2/4/2015	31883	Stevens Point Water Dept.	-3,338.22	-3,338.22	11,297.37
General Journal	2/5/2015			295.00	295.00	11,592.37
General Journal	2/5/2015			560.00	560.00	12,152.37
General Journal	2/5/2015			564.00	564.00	12,716.37
General Journal	2/5/2015			297.00	297.00	13,013.37
General Journal	2/5/2015			237.00	237.00	13,250.37
General Journal	2/5/2015			331.00	331.00	13,581.37
General Journal	2/5/2015			430.00	430.00	14,011.37
General Journal	2/5/2015			327.00	327.00	14,338.37
General Journal	2/5/2015			306.00	306.00	14,644.37
General Journal	2/5/2015			267.00	267.00	14,911.37
General Journal	2/5/2015			302.00	302.00	15,213.37
General Journal	2/5/2015			299.00	299.00	15,512.37
General Journal	2/5/2015			318.00	318.00	15,830.37
General Journal	2/5/2015			271.00	271.00	16,101.37
General Journal	2/5/2015			258.00	258.00	16,359.37
General Journal	2/5/2015			379.00	379.00	16,738.37
General Journal	2/5/2015			301.00	301.00	17,039.37
General Journal	2/5/2015			293.00	293.00	17,332.37
Deposit	2/5/2015			4,707.00	4,707.00	22,039.37
Deposit	2/6/2015			660.00	660.00	22,699.37
Check	2/10/2015	31952	Liturgical Publications Inc.	-1,700.00	-1,700.00	20,999.37
Check	2/10/2015	31953	Advanced Disposal	-320.54	-320.54	20,678.83
Deposit	2/11/2015			560.00	560.00	21,238.83
Deposit	2/13/2015			560.00	560.00	21,798.83
General Journal	2/15/2015			560.00	560.00	22,358.83
Check	2/17/2015	32027	AT&T	-155.89	-155.89	22,202.94
Check	2/18/2015	32071	Candlewood Property Management	-1,908.09	-1,908.09	20,294.85
Deposit	2/18/2015			1,341.00	1,341.00	21,635.85
Deposit	2/20/2015			610.00	610.00	22,245.85
Deposit	2/23/2015			610.00	610.00	22,855.85
Check	2/24/2015	32132	WPS	-7,663.40	-7,663.40	15,192.45
Deposit	2/25/2015			280.00	280.00	15,472.45
Check	2/27/2015		Candlewood Property Management	-2,140.48	-2,140.48	13,331.97

2:54 PM
 02/27/15
 Cash Basis

Edgewater Manor - Checkbook Register
 As of February 28, 2015

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Check	2/27/2015		Edgewater Manor	-13,331.97	-13,331.97	0.00
Total Edgewater Manor					0.00	0.00
Total Chase - Trust Account					0.00	0.00
TOTAL					0.00	0.00

2:48 PM
02/27/15
Cash Basis

Edgewater Manor Security Deposits - Checkbook Register
As of February 28, 2015

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Original Amount</u>	<u>Paid Amount</u>	<u>Balance</u>
Chase - Trust Account						23,913.99
Edgewater Manor Security Depos						23,913.99
Deposit	2/23/2015			300.00	300.00	24,213.99
Total Edgewater Manor Security Depos					300.00	24,213.99
Total Chase - Trust Account					300.00	24,213.99
TOTAL					300.00	24,213.99

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)
February 28, 2015

Account: 24611101
Bank Account Number: 3078529970

Bank Statement Balance:	121,798.29	Book Balance Previous Month:	117,477.40
Outstanding Deposits:	.00	Total Receipts:	4,363.46
Outstanding Checks:	.00	Total Disbursements:	42.57
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	121,798.29	Book Balance:	121,798.29

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
CRHTF						
1						
02/03/2015	1	VANG PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		93.43-
2						
02/03/2015	2	CRABB PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
3						
02/03/2015	3	CEKOSH PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		125.00-
4						
02/03/2015	4	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	387.11	
5						
02/03/2015	5	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		189.41-
6						
02/18/2015	6	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	189.41	
7						
02/18/2015	7	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		101.02-
8						
02/24/2015	8	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	101.02	
9						
02/24/2015	9	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,514.51-
10						
02/24/2015	10	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,514.51	
11						
02/24/2015	11	CRABB PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
12						
02/24/2015	12	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	168.68	
13						
02/27/2015	13	INTEREST PAYMENT	246.48.00110.56	INTEREST ON CHECKING ACCTS		2.73-
14						
02/27/2015	14	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	2.73	
Documents: 14 Transactions: 14						
Total CRHTF:					4,363.46	4,363.46-
Grand Totals:					4,363.46	4,363.46-

REVOCABLE LICENSE AND LANDSCAPING MAINTENANCE AGREEMENT

Between

LANDSCAPES FOR LIFE FOUNDATION, INC., a Wisconsin non-stock corporation

and

THE REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, WISCONSIN,
a municipal body organized and existing under Wis. Stat. § 66.1333 and the predecessors of such
statute

THIS REVOCABLE LICENSE AND LANDSCAPING MAINTENANCE AGREEMENT (the “Agreement”), made as of the day of , 2015, is by and between LANDSCAPES FOR LIFE FOUNDATION, INC., a Wisconsin non-stock corporation, having a notice and mailing address of 1058 Dubay Drive West, Mosinee, Wisconsin 54455 (“Licensee”), the REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT, WISCONSIN, a municipal body organized and existing under Wis. Stat. § 66.1333 and the predecessors of such statute, having a notice and mailing address of 1515 Strongs Ave., Stevens Point, WI 54481 (“RA”).

WITNESSETH:

1. Purpose:

The purpose of this Agreement is for the RA to provide the Licensee a license to enter upon the Premises and construct on the same the Landscaping Improvements. In exchange for such License, Licensee agrees to maintain such Landscaping Improvements in the manner described below.

2. Definitions:

- A. “Premises” shall mean that area of real estate as generally described on the attached Exhibit A.
- B. “Landscaping Improvements” shall mean the landscaping features depicted on the attached Exhibit B.

3. Terms of License

- A. In exchange for Licensee’s commitment to perform the landscape maintenance described in Section 4 of this Agreement, the RA shall grant to Licensee a revocable license to enter upon the Premises for purposes of installing and maintaining the Landscaping Improvements.

- B. The RA may terminate this Agreement at any time for any reason, including but not limited to the execution of an agreement by the RA, the City of Stevens Point, or both with any third party for an expansion of the Fox Theater structure located at 1116 – 1128 Main Street, Stevens Point, WI 54481 which necessitates the removal of the Landscaping Improvements.
- C. The Licensee may terminate this Agreement at any time if the property size, layout, or access is changed or altered by the RA or third parties in a manner that materially detracts Licensee's ability to carry out its responsibilities under this Agreement.

4. Maintenance Procedures and Standards

Licensee shall perform landscape maintenance according to the following guidelines:

- A. The landscape will be maintained in general appearance to the standards maintained by the Stevens Point Parks, Recreation, and Forestry Department for Downtown Stevens Point.
- B. The landscape will be maintained all months of the year as needed.
- C. Organic materials such as leaves may be chopped or shredded and left at the base of shrubs and ground cover plants as mulch/compost.
- D. Weed removal will be done as needed.
- E. Various varieties of mulch will be added as needed.
- F. Plants will be pruned, cut, and rejuvenated using established sustainable landscape maintenance methods, not gardening methods.
- G. Some ornamental/native grasses and perennial plant seed heads may be left in place for winter aesthetics and for the purpose of feeding migratory birds.
- H. The property is not to be used as a "snow dumping" area by the City or third parties contracted by the City for snow removal. Snow shall be moved away from the area whenever possible, not stacked or plowed into the area.
- I. Tree pruning will be done by city forestry personnel. Vandalized trees/destroyed trees will be reported to the city forestry department promptly, and will be taken care of by city forestry personnel.
- J. Pesticide applications shall comply with all applicable laws.

- K. In the event of damages to the landscape caused by severe weather, vandals, accidents, or other third party actions, any funds that are received by the RA as a result of restitution, insurance claims, or by other means shall be proportioned back to the Licensee for the purpose of repairing and replacing the landscape.

5. Term of Agreement

- A. This Agreement shall be in effect for an initial period of ten (10) years and shall be renewed every five (5) years thereafter.

6. Default

- A. In the event that the RA determines by majority vote of its members that the Licensee has failed to carry out its responsibilities under Section 4 of this Agreement, the RA shall inform Licensee of such failure via first class mail and afford Licensee thirty (30) days to remedy its failure to abide by the terms of Section 4. If an item is placed upon any RA agenda to address such determination, Licensee shall be provided a copy of such agenda by first class mail a reasonable amount of time in advance of the date identified in such agenda. If after such thirty (30) day period Licensee has not performed all landscape maintenance actions required under Section 4 as of the day upon which said thirty (30) day period ends, such failure to perform shall constitute default by the Licensee.
- B. In the event that Licensee is in default under Section 6A. of this Agreement, the RA may arrange for the performance of Licensee's obligations under Section 4 of this Agreement by a third party. Following the performance of said obligations by a third party, the RA shall notify Licensee of the actual costs of the same. Such costs shall not be unreasonable for the type and extent of work performed by the selected third party. By executing this Agreement, Licensee agrees to pay to RA such costs.

7. Resolution of Disputes

The parties shall settle any claim, controversy, or dispute arising out of or relating to this Agreement by submitting the matter to the Circuit Court for Portage County, Wisconsin, if such claim, controversy, or dispute cannot be resolved amicably or by other measures.

8. Miscellaneous

- A. *Notices.* All notices, requests, demands, instructions, or other communications required or permitted to be given under this Agreement shall be considered given

- upon personal delivery or upon three (3) business days after deposit in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested or upon three business days after deposit with a commercial delivery system, with charges prepaid, to the addresses set forth on the first page of this Agreement. Either party may change the address to which notices are to be given under this Agreement by giving notice in the manner provided in this Section.
- B. *Amendment.* This Agreement may not be altered, waived, amended, supplemented, or extended, except by a written agreement signed by RA and Licensee.
- C. *Severability.* If any clause or provision of this Agreement is illegal, invalid, or unenforceable under any present or future Law, the remainder of this Agreement will not be affected thereby.
- D. *Binding Effect.* The provisions of this Agreement will be binding on and inure to the benefit of RA and Licensee and their respective successors and permitted assigns.
- E. *Governing Law.* This Agreement will be construed and enforced according to the Laws of the State of Wisconsin.
- F. *Consent to Breach.* Any assent, waiver, or consent, express or implied, to any breach of any covenant in this Agreement shall operate as such only in the specific instance and shall not be construed as an assent, waiver, or consent of any condition or covenant generally, nor be applicable to any subsequent breach.
- G. *Remedies Cumulative.* The various rights, powers, elections, and remedies of the parties are cumulative, and not one of them is exclusive of the others or exclusive of any right or remedy permitted by law.
- H. *Entire Agreement.* This Agreement, along with any exhibits hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

THE REDEVELOPMENT AUTHORITY OF CITY OF STEVENS POINT, WISCONSIN

BY: _____

John J. Schlice, its Chairperson

Attest:

Michael Ostrowski

By: Its Executive Director

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 2015, John J. Schlice, Chairperson, and Michael Ostrowski, Executive Director, of the above-named Redevelopment Authority of the City of Stevens Point, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairperson and Executive Director, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Stevens Point, by its authority.

Notary Public, State of Wisconsin

My commission expires: _____

**LANDSCAPES FOR LIFE
FOUNDATION, INC.**

A Wisconsin Corporation

Date: _____

By: _____

Thomas J. Girolamo, President

STATE OF WISCONSIN)

:ss

COUNTY OF PORTAGE)

Personally came before me this _____ day of _____, 2015,
Thomas J. Girolamo, President of the above-named corporation, to me known to be the person
who executed the foregoing instrument and to me known to be such member of said corporation,
and acknowledged that he executed the foregoing instrument as such President of said
corporation, by its authority.

Notary Public, State of _____

My commission expires: _____

