



AMENDED AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	September 15, 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. Minutes from the August 11, 2015 Redevelopment Authority meeting.
5. Financial reports, claims, and statements from July 2015.
6. Amendment No. 6 - AECOM Agreement for Environmental Services – Remedial Action Services – SVE System O&M, Confirmation Sampling and Analysis and Case Closure Assistance for Soil Vent Piles on Mason Street (Former Dun-Rite Cleaners).
- * 7. Authorization for the Chairperson and Executive Director to execute contracts with AECOM for environmental remediation services for the former Lullabye Furniture site, 1017 Third Street, Stevens Point, WI 54481, up to an amount authorized by the Common Council of the City of Stevens Point.
8. Resolution – Transfer of Edgewater Manor and related checking account assets.
9. Future redevelopment plan/project areas.
10. Use of Housing Trust Fund interest revenue.
11. Executive Director’s update (this item is for informational purposes only).
12. 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
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 City of Stevens Point
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 Stevens Point, WI 54481
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Redevelopment Authority of the City of Stevens Point

To: Redevelopment Authority Board of Commissioners
 From: Michael Ostrowski
 CC:
 Date: 9/9/2015
 Re: Agenda Item Summary for the September 15 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. Minutes from the August 11, 2015 Redevelopment Authority meeting.
 The Board needs to approve the minutes from the prior meeting.
5. Financial reports, claims, and statements from July 2015.
 The Board needs to approve the financial reports, claims, and statements from July 2015.
6. Amendment No. 6 - AECOM Agreement for Environmental Services – Remedial Action Services – SVE System O&M, Confirmation Sampling and Analysis and Case Closure Assistance for Soil Vent Piles on Mason Street (Former Dun-Rite Cleaners).

Enclosed is amendment number 6 relating to environmental services for the cleanup of the former Dun-Rite Cleaners contamination that was under the former mall. The soil has been relocated to the Mason Street site and is being remediated with a ventilation system. Recent test results have come back clean; however, the DNR is requesting additional samples at various locations throughout the piles to make sure that there is no further contamination throughout the piles. This amendment is for the additional testing, as well as the case closure process. The cost for this amendment is \$37,000.

7. Authorization for the Chairperson and Executive Director to execute contracts with AECOM for environmental remediation services for the former Lullabye Furniture site, 1017 Third Street, Stevens Point, WI 54481, up to an amount authorized by the Common Council of the City of Stevens Point.

AECOM has received the testing results back from the latest excavation of soil on the former Lullabye Furniture site. There is still additional PCE contamination trapped in a coal waste layer that

should be excavated. A request will be in front of the Finance Committee and Common Council to fund the additional excavation. Funding would likely come from the funds that were in the former soil remediation fund. Due to timing constraints, the most efficient process would be to allow the Chairperson and Executive Director to execute the needed contracts for environmental remediation, up to the amount authorized by the Common Council of the City of Stevens Point.

8. Resolution – Transfer of Edgewater Manor and related checking account assets.

At the last meeting the Board voted to transfer Edgewater Manor to the City of Stevens Point. Subsequently, the City accepted the transfer. While it was likely implied in the motion, the checking account related to Edgewater Manor was not part of the transfer. This resolution would also transfer the funds in the Edgewater Manor checking account to the City.

9. Future redevelopment plan/project areas.

Now that Edgewater Manor is being transferred to the City, we should continue our discussion of what other projects the RA feels are warranted within the City. As you may know, the City is in the process of updating its comprehensive plan. As part of that process, we will be identifying areas that are in need a redevelopment or blight elimination. This was also done in 2006 when we adopted our original comprehensive plan. Please find enclosed the redevelopment and infill areas identified back in 2006. While we will be updating this map during the comprehensive plan update process, many of these areas still remain.

Furthermore, we also discussed other projects that the RA may wish to participate in, such as helping with the repair of foreclosures or the “worst house on the block” project, where the RA would participate with fixing up aesthetically challenged properties to improve the look of the neighborhood. While I feel this is a very viable project, we should identify an area of the City to focus on.

10. Use of Housing Trust Fund interest revenue.

The RA put a hold on making any further loans from the interest of the HTFs until the Edgewater Manor situation has been resolved. With the transfer of Edgewater Manor to the City, this item is back before you to determine how you wish to proceed with current and future HTF interest revenue. There are a variety of options, including continuing to make zero percent interest loans as we have done in the past, or we could look at other projects that are identified in the previous agenda item. Another thought is to work with the City with property maintenance issues where the homeowner may not be able to afford the repair. For example, if the City issues an order to repair a roof, siding, windows, etc., and the homeowner does not have the financial capability to pay for this repair, we could look at doing a program similar to the zero interest loan program to help eliminate some of these property maintenance issues. This program would mainly focus on exterior violations, but could include interior violations as well.

11. Executive Director’s update (this item is for informational purposes only).

12. Adjourn.



MINUTES

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	August 11, 2015 4:00 PM	Location:	Lincoln Center 1519 Water Street Stevens Point, WI 54481
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Present: Chairperson Schlice, Alderperson Phillips, Commissioner Cooper, Commissioner Molski, Commissioner Sawyer, Commissioner Gardner, and Commissioner Dugan.

Also Present: Executive Director Ostrowski, Alderperson Mrozek, Alderperson Oberstadt, Alderperson Kneebone, Alderperson McComb, City Attorney Beveridge, Travis Haines, Nate Enwald, Victor Dechant, Reid Rocheleau, Kris Pethick, Mary Ann Laszewski, Barb Jacob, Pat Harry, Sharon Boersma, Judith Koback, Brenda Coker, Ron Coker, David Senfelds, and Brandi Makuski.

Index

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 3. Public comment for pre-registered individuals for matters appearing on the agenda.
- Discussion and possible action on the following:
4. Minutes from the May 19, 2015 Redevelopment Authority meeting and the July 13, 2015 joint Redevelopment Authority / Common Council meeting.
 5. Financial reports, claims, and statements from February, April, May and June 2015. *Please note, the March financial reports, claims, and statements were approved at a previous meeting.*
 6. Amendment No. 3 - AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.
 7. Ready for Reuse Grant – Application for additional grant funds for the former Lullabye Furniture site, 1017 Third Street, Stevens Point, WI 54481.
 8. 2014 Audit Report.
 9. Modification of the Joint Municipal Agreement of the City of Stevens Point and the Community Development Authority of the City of Stevens Point (now known as the Redevelopment Authority of the City of Stevens Point) for Edgewater Manor.
 10. Edgewater Manor
 - a. Request for funding from the City of Stevens Point for needed improvements to Edgewater Manor.
 - b. Seek alternative sources of financing for Edgewater Manor.

- c. Seek proposals for the sale of Edgewater Manor, including, but not limited to an official request for proposals, a negotiated sale, and/or hiring a real estate professional for official listing.
 - d. Transfer the property to the City of Stevens Point.
11. Modification of smoking ban for Edgewater Manor.
12. Executive Director's update (this item is for informational purposes only).
13. Adjourn.
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1. Roll call.

Present: Schlice, Phillips, Cooper, Molski, Sawyer, 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.

Chairperson Schlice indicated that we will be taking public comment under the specific items.

Discussion and possible action on the following:

Chairperson Schlice moved agenda items 6 and 7 to be discussed first.

6. Amendment No. 3 - AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.

Executive Director Ostrowski explained that this was part of the amended agenda. AECOM has completed their site investigation work, and as part of that they will need to move forward with remediation of the contaminated soil. The amended contract has been provided as well as a map showing where on the southeast corner of the site they will be excavating. There are two areas, one dealing with PCE the dry cleaning fluid and then some petroleum substance. In terms of the agreement with AECOM, this is amendment number three for the agreement increasing the amount by \$108,021 bringing the total to \$281,767. We have received grant funds for this project, which a budget summary has been handed out. The first three columns deal with the original grant proposal. The next three columns are the revised grant with the maximum award being \$200,000. There would also be additional costs that would not be reimbursed under the grant, which would bring the total for the project up to \$303,808. It is anticipated that this will take us through site closure, unless the DNR would require additional monitoring wells to be installed on the site.

Commissioner Gardner clarified that a motion would be needed to approve the AECOM agreement, to which Commissioner Schlice stated correct.

Commissioner Gardner clarified there is one spot with PCE which we presume a drycleaner was the source, to which Mr. Senfelds stated yes. Commissioner Gardner then asked if there was any ability to try and go back to recover the funds. Executive Director Ostrowski explained it would be very difficult to try and make that connection back to the drycleaner. We had the original contamination source to the north of this, which was closer to Dun-Rite Cleaners. South of that area there was no contamination identified, until we reached the newly found source. The newly found source is likely from the filling or leveling of the site as it is only with the top 2-3 feet of the soil.

Commissioner Gardner then asked what choice we have, to which Executive Director Ostrowski explained that if we want to redevelop this property and go for case closure we would have to remediate it. The one benefit with this is that we do have a partner with the DNR to help cover a lot of these costs. Out of the \$303,000, about \$200,000, if approved by additional grant funds, would be reimbursed.

Motion by Commissioner Gardner to approve the Amendment No. 3 - AECOM Agreement for Environmental Services – Remedial Action Services – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481 and give staff the flexibility to cover up to 15% of additional funds, seconded by Commissioner Dugan.

Commissioner Sawyer asked if we know who the prior owners are and if they are still in existence. Executive Director Ostrowski explained that when we went through the grant process, in order to be eligible for the grant, there had to be no viable responsible party. Commissioner Sawyer continued that is one of the reasons why developing a site that has environmental problems is so difficult. The new owners don't want to come in and be responsible for something they did not cause. It is frustrating for the city to pay out more and more as those responsible are not around to face the issues that they have caused to our environment.

Commissioner Dugan added that the previous owners are still around, but maybe we are beyond that now. Executive Director Ostrowski explained that there is also the process of making the connection between this contamination and the cleaners; you have to have a strong link to make that case. There is a challenge due to the break in the contamination, and there is also groundwater contamination under the source we will be excavating. With this process we are applying for a voluntary party liability exemption certificate with the DNR. As long as we clean this up to the DNR standards and they sign off on it, if any future contamination is found, they would be responsible not the city, Redevelopment Authority, or future owners.

Roll Call: Yeas- Schlice, Phillips, Cooper, Molski, Sawyer, Gardner, Dugan.

Nays – None

Motion carried 7-0.

7. Ready for Reuse Grant – Application for additional grant funds for the former Lullabye Furniture site, 1017 Third Street, Stevens Point, WI 54481.

Executive Director Ostrowski explained we will be applying for the maximum amount of \$200,000. There will be a required 22% match (\$44,000), which we will exceed.

Motion by Commissioner Molski to approve the Ready for Reuse Grant – Application for additional grant funds for the former Lullabye Furniture site, 1017 Third Street, Stevens Point, WI 54481; seconded by Alderperson Phillips.

Roll Call: Yeas- Schlice, Phillips, Cooper, Molski, Sawyer, Gardner, Dugan.

Nays– None.

Motion carried 7-0.

4. Approval of the minutes from the May 19, 2015 Redevelopment Authority meeting and the July 13, 2015 joint Redevelopment Authority / Common Council meeting.

Executive Director Ostrowski commented that in the special meeting there were two changes where Mayor Wiza indicated that Edgewater was “market place,” it should state “market rate”, and on the final pages when Executive Director Ostrowski specified the necessary repairs, façade should also be included in the list.

Motion by Commissioner Sawyer to approve the minutes from the May 19, 2015 Redevelopment Authority meeting and the July 13, 2015 joint Redevelopment Authority / Common Council meeting; seconded by Alderperson Phillips.

Motion carried 7-0.

5. Financial reports, claims, and statements from February, April, May and June 2015. *Please note, the March financial reports, claims, and statements were approved at a previous meeting.*

Commissioner Sawyer asked why we are hit with four different months of financial reports at the same time. Executive Director Ostrowski explained that February was missed, and we did not have a regular meeting in June, as we had a special meeting to discuss Edgewater only. Commissioner Sawyer stated that one of the things he is concerned with is that he is not sure what is included in building repairs. Executive Director Ostrowski clarified that includes anything we do at the building in terms of maintenance, cleaning, turnaround of apartments, or any other similar repairs that would be needed. Commissioner Sawyer pointed out that the materials used for these repairs were zero. Director Ostrowski explained that is taken out of the same line item of building repairs. Commissioner Schlice suggested that quarterly; we can break down maintenance and see everything that was done or twice a year.

Motion by Commissioner Cooper to approve the financial reports, claims, and statements from February, April, May and June 2015; seconded by Commissioner Molski.

Motion carried 6-1, with Sawyer voting in the negative.

8. 2014 Audit Report.

Executive Director Ostrowski explained that the audit report was provided to you last month, as well as within this month's packet. One of the concerns that will have to be addressed going forward is making sure that the HTF loans match between the RA and CAP Services, as there were a few discrepancies.

Commissioner Schlice added we did change firms for the audit this year and they did come up with a number of suggestions and recommendations and we have those finalized.

Motion by Alderperson Phillips to approve the 2014 Audit Report; seconded by Commissioner Schlice.

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

Nays – None

Motion carried 7-0.

9. Modification of the Joint Municipal Agreement of the City of Stevens Point and the Community Development Authority of the City of Stevens Point (now known as the Redevelopment Authority of the City of Stevens Point) for Edgewater Manor.

Executive Director Ostrowski explained this was an item put before the Common Council along with your request to ask them to fund repairs needed for Edgewater Manor. They did approve to dissolve the agreement with the Redevelopment Authority, which would give full control back to the RA pending our discussion on the next item agenda. Any modification to that agreement has to be approved by both parties.

Commissioner Sawyer asked what the consideration was with Common Council that gave the Council the veto power over the sale of the property. Executive Director Ostrowski said it related to the mall redevelopment project where some believed that the sale of Edgewater Manor was only being considered to bail out the downtown TIF district. In order to receive additional funds to carry out the project, the RA gave the Council a say as to whether or not the property could be sold.

Motion by Commissioner Sawyer to approve the modification of the Joint Municipal Agreement of the City of Stevens Point and the Community Development Authority of the City of Stevens Point (now known as the Redevelopment Authority of the City of Stevens Point) for Edgewater Manor; seconded by Alderperson Phillips.

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

Nays – None

Motion carried 7-0.

10. Edgewater Manor

- a. Request for funding from the City of Stevens Point for needed improvements to Edgewater Manor.
- b. Seek alternative sources of financing for Edgewater Manor.
- c. Seek proposals for the sale of Edgewater Manor, including, but not limited to an official request for proposals, a negotiated sale, and/or hiring a real estate professional for official listing.
- d. Transfer the property to the City of Stevens Point

Executive Director Ostrowski explained back in 2009 this property was part of the CDA and the contract was not renewed with HUD. Upon non-renewal of the contract with HUD the CDA receive 81 vouchers. In 2012 the CDA was dissolved and the Housing Authority and Redevelopment Authority were created. The thought was the easiest process to go through was to keep all HUD related properties with the Housing Authority, and all non-HUD properties with the Redevelopment Authority. Since the RA is given its power under state statutes, and mainly through redevelopment plans, their ability to own or operate this facility is questionable, as there is not officially designated redevelopment plan for this property. Therefore, the ownership of this facility may be best suited for the City, not the RA. There are a couple of options that the RA could consider, including creating a redevelopment plan for this area, or transferring the property to the City, as the City has broader powers.

Attorney Beveridge discussed this is a unique situation; the statutes do not considered a situation in which a redevelopment authority would acquire a property in the way that this body has. Here you own a piece of property, but do not have the tools to do anything with it. There is a question if this body can even legally accept funds from the city and use those to rehabilitate the property. The RA has broad powers in the context of blight elimination, but in order to do that, you have to have a plan for redevelopment. The options are establishing a plan or to transfer it to the City.

Commissioner Schlice clarified that the Council can not lend money for the rehabilitation of the property. Attorney Beveridge explained the Council can lend the money, but it is questionable if the RA can accept the funds.

Commissioner Sawyer clarified the statute allows the RA to borrow money, and to hold the property in eminent domain. He feels that if we can issue municipal bonds, then we should be able to accept funds from the city on whatever terms are appropriate. He is not convinced that the RA cannot own and operate an apartment building so long that it is not considered a public housing project. He is troubled in that a board of appointed members has the authority to sell a building that means quite a bit to the past, current, and future residents when we are not elected officials and are not accountable to the voters. If there was a sale to a third party, we cannot guarantee the new owners would be able to keep it as senior housing if faced with the same challenges that we are facing now. It makes sense that the city owns this building and the Common Council vote on what they want to do with this property.

Commissioner Schlice allowed public comment for those who were registered to speak.

Mary Ann Laszewski, 1209 Wisconsin Street, feels Edgewater Manor should remain with elected officials. She feels that Edgewater Manor is needed due to the fact there are not a lot of options available for senior housing.

Reid Rocheleau, 408 Cedar Street, feels we have an obligation to this property, the seniors, and the city to keep Edgewater and maintain it.

Barb Jacob, 1616 Depot Street, said that this is the home of 81 people, it does not matter who controls the property, just to get it fixed. She said that the city should borrow the funds, and du updates as they are needed and keep the facility.

Brenda Coker, 1450 Water Street Apt 305, in our lease it states it is a non-smoking facility, after moving in, they were notified that some persons have been grandfathered in and allowed to smoke. She is asking for something to be done as she has health issues and does not want to be in a smoking environment.

Pat Harry, 1450 Water Street, pointed out we do not have other alternatives for living in Stevens Point.

Mary Meyer, 1450 Water Street, asked for a commitment to Edgewater by keeping it and preserving it as senior housing.

Donna Gallegar, 1450 Water Street Apt 113, is a recent tenant of Edgewater as of June this year, but was unsure previously due to the uncertainty of ownership.

Aldersperson McComb stated she has worked with Aldersperson Morrow regarding these comments. She has seen the occupancy grow for Edgewater and feels that the funds are needed for the high priority repairs. This would allow Edgewater to build up its reserve fund. She agreed there is a risk that Edgewater might not be able to support itself over the long term, but there is a risk anytime the city would borrow or commit funds. She feels there are numerous benefits of keeping Edgewater. She asked the board to make a decision that would benefit the most people, as the alderpersons have been advised to do so by Mayor Wiza.

Travis Haines, Candlewood Property Management, stated he is there to address any questions that the board may have regarding the management of the property.

Jim Hamilton explained that he ran Edgewater for 22 years as well as the other housing properties. The decision to not renew the contract with HUD was because the demand was for vouchers in the community, not at Edgewater. Today there are 80 families that are using those vouchers. There is less than that at Edgewater. If the subsidy had stayed with the units, there would be 20 less families in the community that would not be getting rental assistance. No matter who owns this building, there will have to be a lot of money invested. The proposal before the council last year by keeping a portion of the units' low income can be enforceable through covenants. We have a housing trust fund that has rehabilitated hundreds of housing units over the last 25 years.

Comptroller/Treasurer Corey Ladick explained there are a lot of things we don't know due to being unable to predict the future. He showed five scenarios and described them with the different variables with the most significant and unpredictable being building repairs. We cannot predict the future, there is risk no matter which entity has control, but you need to be ready to accept that risk.

Commissioner Gardner stated he had conversations with the Portage County Housing Authority about allowable rent increases because of the voucher program. Executive Director Ostrowski stated we could absorb a modest rent increase. Commissioner Gardner stated the county did not see much of an increase being permitted. He then asked if it is permissible to borrow money and to hold on to some of it.

Comptroller/Treasurer Corey Ladick stated you do run into restrictions, as you have to make sure you are not investing it at a rate that is higher than the rate on the bonds.

Commissioner Dugan mentioned that there is a risk with the future repairs, but we do have a very thorough structural assessment and probably would not be hit with any major expenses in the foreseeable future.

Commissioner Sawyer asked in terms of doing the borrowing and not spending it all immediately, is it permissible to borrow for future repairs we have listed, but not spend it until we need to spend it on those planned repairs. Mr. Ladick stated it is permissible, but you just have to make sure you're not earning an interest rate in excess of what the bonds are, but there are a number of options that we could look at regarding those funds.

Commissioner Sawyer feels that it is a matter of morality and a term of obligation to our citizens. It is a unique property that is close to downtown, the Lincoln Center, and it is not something that can be replicated due to its location. We may find there may be a financial reward in making a commitment and going out and putting the bids out for specific projects and finding it may be less expensive than we thought it would be.

Commissioner Molski agreed with everything Commissioner Sawyer had said and we once and for all have to make up our mind as to what we are going to do.

Commissioner Dugan stated this is a matter of conscience, and it is our obligation to protect our vulnerable citizens and we need to make amends.

Aldersperson Phillips stated that the city is a bad landlord and should get out of this business and now is the time to do it.

Commissioner Gardner asked if the elevator operational, to which Mr. Haines stated it is and was fixed prior to the joint meeting. The city has been a landlord for a long time and has done a good job. He feels that our only option is to give the property to an authority that can raise funds or accept funds to fix the building and accomplish what we would like to see done, and that is to move it to the Common Council.

Commissioner Cooper stated he thinks there is an obligation but it is tough. We keep bouncing back and forth and he feels that it should be put in the hands of the elected officials.

Commissioner Schlice asked the Comptroller what interest rate is being used in the calculations, to which he answered a 3.5% on a G.O. bond and a second calculation that was a revenue bond at 6%. Commissioner Schlice feels that we should do our best to protect and preserve the current arrangements; however, he has a concern about the viability of this project for the long term. If the Common Council would not borrow the money through the guaranteed taxing powers of the city, and we wind up mortgaging what little assets we have, what impact does that have on future generations if we default. The long term risks and the issues you have, if we borrow 1.5 million dollars, we are still not going to be able to do a lot to this building over the next 20 years. He agrees that we need to make a decision, and we need to do something, but his preference is to send this back to the city and if they do not want to handle it, then it is time to sell the building.

Commissioner Gardner added he is not sure if all of the options have been explored. Before this board makes a decision, and before they borrow the funds, he would want a second opinion on the façade, and have local contractors look and explore options of repairs. He would like to see other alternatives as far as having the Housing Authority explore a tax credit option and to explore other options. Let's get a better rent history established and a list of priority needed repairs.

Attorney Beveridge clarified in his opinion the RA does not have the power to make these investments. He said it appears there is a consensus of investing into the building. There are a couple ways to do that, by going through the project plan process for rehabilitation of the building, or to transfer it to the city for the same purpose. Both options require the cooperation of the Common Council as a willing partner. In the event the Council would approve the project plan but not approve the funding, the RA would have the authority to leverage whichever funding sources or assets it could find.

Commissioner Sawyer asked how long the process of putting together a rehabilitation project plan dealing just with Edgewater. Executive Director Ostrowski answered about 2-3 months. Commissioner Sawyer then asked if we vote to go forward and develop this plan, would that give an indication to the Common Council as to a consensus being voiced. Attorney Beveridge stated a motion to direct staff to make very specific request to the Council for a very specific plan is allowable. Executive Director Ostrowski added in the project plan the current and future uses would be addressed along with how much funding is needed and where the funding would come from.

Commissioner Gardner clarified that if the funds are granted and another issue comes up we would still have to go back to the Council for the funds. He would like to see one entity to own, operate, and fund the building. Commissioner Sawyer responded that in the future it will not be as big of fix needed as the façade issue. We might need more money, but it will not be a huge number. Executive Director Ostrowski stated the three large items that need to be taken care of now are the façade, the windows and the parking lot. He added that if we are spending the funds on the façade, then we are committing to the building.

Commissioner Schlice agrees with Commissioner Gardner and Aldersperson Phillips in that this is something

MO 8-20-15

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

EDGEWATER MANOR ACCOUNT (EDGEWATER CHECKING) (7)

July 31, 2015

Account: 24711101

Bank Statement Balance:	201,283.95	Book Balance Previous Month:	196,539.46
Outstanding Deposits:	.00	Total Receipts:	4,744.49
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	201,283.95	Book Balance:	201,283.95

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 2 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 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
CREDGE						
1						
07/07/2015	1	CANDLEWOOD	247.48.20120.51	RENTAL INCOME		4,739.40-
2						
07/07/2015	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	4,739.40	
3						
07/31/2015	3	INTEREST FOR JULY 2015	247.48.00110.56	INTEREST ON CHECKING ACCT		5.09-
4						
07/31/2015	4	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	5.09	
Documents: 4 Transactions: 4						
Total CREDGE:					4,744.49	4,744.49-
Grand Totals:					4,744.49	4,744.49-



Edgewater Manor

July 2015

10:01 AM
07/31/15
Cash Basis

Edgewater Manor- Profit & Loss
July 2015

	Jul 15
Ordinary Income/Expense	
Income	
A/C Income	102.02
Cable Income/Revenue	1,809.72
Rental Income	33,944.23
Fee Income	
soda machine	690.26
Laundry	440.25
Total Fee Income	1,130.51
Total Income	36,986.48
Gross Profit	36,986.48
Expense	
Extraordinary Contracts	1,137.00
Cable Service	2,734.92
Advertising	136.00
Management Fees	2,376.10
Repairs	
Building Repairs	12,961.47
Total Repairs	12,961.47
Telephone	156.39
Trash Removal	381.81
Utilities	
Gas and Electric	3,584.97
Water	123.00
Total Utilities	3,707.97
Total Expense	23,591.66
Net Ordinary Income	13,394.82
Other Income/Expense	
Other Income	
Other Income	
Security Deposit Collected	2,800.00
Total Other Income	2,800.00
Total Other Income	2,800.00
Other Expense	
Other Expense	
Security Deposit Refunded	846.30
owners draw	13,394.82
Total Other Expense	14,241.12
Total Other Expense	14,241.12
Net Other Income	-11,441.12
Net Income	1,953.70

10:01 AM
07/31/15
Cash Basis

Edgewater Manor - Checkbook Register
As of July 31, 2015

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						0 00
Edgewater Manor						0 00
General Journal	07/01/2015			595 00	595 00	595 00
General Journal	07/01/2015			564 00	564 00	1,159 00
General Journal	07/01/2015			564 00	564 00	1,723 00
General Journal	07/01/2015			564 00	564 00	2,287 00
General Journal	07/01/2015			335 00	335 00	2,622 00
Check	07/01/2015	33943	WPS	-3,567 45	-3,567 45	-945 45
Deposit	07/01/2015			560 00	560 00	-385 45
General Journal	07/01/2015			610 00	610 00	-224 55
Deposit	07/01/2015			610 00	610 00	834 55
Deposit	07/01/2015			1,463 00	1,463 00	2,297 55
Deposit	07/01/2015			1,285 00	1,285 00	3,582 55
Deposit	07/01/2015			284 00	284 00	3,866 55
Deposit	07/02/2015			956 00	956 00	4,822 55
Check	07/02/2015	34001	Candlewood Property Management	-5,842 46	-5,842 46	-1,019 91
Deposit	07/02/2015			9,558 00	9,558 00	8,538 09
Deposit	07/02/2015			1,245 00	1,245 00	9,783 09
Check	07/02/2015	34055	Adam Roberts	-695 10	-695 10	9,087 99
Check	07/02/2015	34047	Charter Communications	-2,734 92	-2,734 92	6,353 07
Check	07/02/2015	34048	WPS	-17 52	-17 52	6,335 55
Check	07/02/2015	34049	Stevens Point Water Dept	-123 00	-123 00	6,212 55
General Journal	07/02/2015			-228 00	-228 00	5,984 55
Deposit	07/03/2015			3,983 41	3,983 41	9,967 96
General Journal	07/05/2015			335 00	335 00	10,302 96
General Journal	07/05/2015			295 00	295 00	10,597 96
General Journal	07/05/2015			560 00	560 00	11,157 96
General Journal	07/05/2015			564 00	564 00	11,721 96
General Journal	07/05/2015			237 00	237 00	11,958 96
General Journal	07/05/2015			430 00	430 00	12,388 96
General Journal	07/05/2015			327 00	327 00	12,715 96
General Journal	07/05/2015			306 00	306 00	13,021 96
General Journal	07/05/2015			267 00	267 00	13,288 96
General Journal	07/05/2015			302 00	302 00	13,590 96
General Journal	07/05/2015			318 00	318 00	13,908 96
General Journal	07/05/2015			275 00	275 00	14,183 96
General Journal	07/05/2015			258 00	258 00	14,441 96
General Journal	07/05/2015			151 00	151 00	14,592 96
General Journal	07/05/2015			293 00	293 00	14,885 96
Check	07/06/2015	34115	Stevens Point & Wisc Rapids BG	-136 00	-136 00	14,749 96
Check	07/06/2015	34082	Advanced Disposal	-381 81	-381 81	14,368 15
Deposit	07/06/2015			3,191 00	3,191 00	17,559 15
Check	07/09/2015	34201	Adam Roberts	-1,717 75	-1,717 75	15,841 40
Deposit	07/09/2015			1,524 00	1,524 00	17,365 40
Deposit	07/09/2015			131 00	131 00	17,496 40
Check	07/13/2015	34259	AT&T	-156 39	-156 39	17,340 01
Deposit	07/14/2015			1,697 00	1,697 00	19,037 01
Check	07/14/2015	34297	Outlines Line Marking Services	-730 00	-730 00	18,307 01
Deposit	07/14/2015			440 25	440 25	18,747 26
Check	07/17/2015	34326	AGL	-1,137 00	-1,137 00	17,610 26
Deposit	07/17/2015			850 55	850 55	18,460 82
Check	07/20/2015	34399	Candlewood Property Management	-3,976 16	-3,976 16	14,484 66
Deposit	07/21/2015			275 26	275 26	14,759 92
Deposit	07/22/2015			451 00	451 00	15,210 92
Deposit	07/27/2015			560 00	560 00	15,770 92
Check	07/31/2015		Candlewood Property Management	-2,376 10	-2,376 10	13,394 82
Check	07/31/2015		Edgewater Manor	-13,394 82	-13,394 82	0 00
Total Edgewater Manor					0 00	0 00
Total Chase - Trust Account					0 00	0 00
TOTAL					0 00	0 00

8:56 AM

07/31/15

Cash Basis

Edgewater Manor Security Deposits - Checkbook Register

As of July 31, 2015

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						30,693.54
Edgewater Manor Security Deposits						30,693.54
Deposit	07/03/2015			560.00	560.00	31,253.54
Check	07/06/2015	34118		-316.30	-316.30	30,937.24
Deposit	07/09/2015			1,120.00	1,120.00	32,057.24
Check	07/14/2015	34281		-530.00	-530.00	31,527.24
Deposit	07/17/2015			560.00	560.00	32,087.24
Deposit	07/22/2015			560.00	560.00	32,647.24
Total Edgewater Manor Security Deposits					1,953.70	32,647.24
Total Chase - Trust Account					1,953.70	32,647.24
TOTAL					1,953.70	32,647.24

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

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)
July 31, 2015

Account: 24611101

Bank Statement Balance:	196,952.55	Book Balance Previous Month:	192,563.83
Outstanding Deposits:	.00	Total Receipts:	4,394.24
Outstanding Checks:	.00	Total Disbursements:	5.52
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	196,952.55	Book Balance:	196,952.55

Outstanding Deposits

No outstanding deposits found!
Deposits cleared: 5 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 STEVE IS POINT

Journals - CDHTF Journal for Redev Auth HTF
 CASH DISB - HTF (CDHTF)
 Period: 7/31/2015 (07/15)

Page: 1
 Aug 18, 2015 09:37AM

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						
07/15/2015	1	ACCOUNT ANALYSIS SETTLEMENT C	246.56.00600.5950	GEN ADMIN CHARGES	5.52	
2						
07/15/2015	2	Auto Batch Total	246.11101	OTHER CASH ACCOUNTS		5.52-

Documents: 2 Transactions: 2

Total CDHTF:

5.52 5.52-

Grand Totals:

5.52 5.52-

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						
07/06/2015	1	CEKOSH	246.49.00100.56	PRINCIPAL PAYMENTS		125.00-
2						
07/06/2015	2	HINTZ	246.49.00100.56	PRINCIPAL PAYMENTS		60.42-
3						
07/06/2015	3	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	185.42	
4						
07/24/2015	4	CRABB	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
5						
07/24/2015	5	VANG	246.49.00100.56	PRINCIPAL PAYMENTS		93.43-
6						
07/24/2015	6	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	262.11	
7						
07/31/2015	7	INTEREST FOR JULY 2015	246.48.00110.56	INTEREST ON CHECKING ACCTS		4.97-
8						
07/31/2015	8	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	4.97	
9						
07/07/2015	9	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		2,797.50-
10						
07/07/2015	10	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	2,797.50	
11						
07/21/2015	11	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		1,144.24-
12						
07/21/2015	12	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	1,144.24	

Documents: 12 Transactions: 12

Total CRHTF:

4,394.24 4,394.24-

Grand Totals:

4,394.24 4,394.24-



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

715 341 8110 tel
715 341 7390 fax

August 18, 2015

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

Subject: **Amendment No. 6 to Proposal for Environmental Services
SVE System O&M, Confirmation Sampling and Analysis,
and Case Closure Assistance
Soil Vent Piles on Mason Street (Former Dun-Rite Cleaners)
Stevens Point, Wisconsin
WDNR BRRTS No. 02-50-559009
AECOM Project No. 60282270**

Dear Michael,

AECOM Technical Services, Inc., (AECOM) is submitting Amendment No. 6 to our proposal, dated November 16, 2012, to provide additional environmental services to the Redevelopment Authority (RA) of the City of Stevens Point associated with the Former Dun-Rite Cleaners remediation project. Our amended Scope of Services includes tasks associated with remediation system operation and maintenance (O&M), the collection and analysis of confirmation samples from the soil vent piles, and regulator closure assistance. The confirmation sampling plan described in this Amendment was pre-approved by Lisa Gutknecht of the Wisconsin Department of Natural Resources (WDNR) via the enclosed copy of her email on July 23, 2015.

Background

Soil vapor extraction (SVE) is being used to treat tetrachloroethene (PCE) contaminated soil contained in five treatment cells (Cells A, B, C, D, and E) within the soil vent piles located at the city-owned lot on Mason Street. There are approximately 1,000 cubic yards (CY) of soil contained in each of Cells A, B, C, and D; and approximately 400 CY in Cell E, for a total of approximately 4,400 CY. AECOM started treatment of the soil vent piles on Mason Street using a mobile SVE unit in August 2014.

PCE levels detected in confirmation soil samples collected from the treatment cells in October and November 2014 indicated that further remediation of the soil vent piles using the SVE system was warranted. The remediation system was temporarily shut down for the winter season in December 2014 and was restarted in March 2015.

Analytical results for SVE system emission samples collected in April through July 2015, indicate there were no chlorinated volatile organic compounds (VOCs) detected, including individual samples collected from all five treatment cells in June. Based on these promising results, the soil vent piles remediation using SVE could be at the point of completion.

Scope of Services

The amended Scope of Services associated with the remedial action includes the following:

1. **SVE System O&M, Confirmation Sampling Plan, Sampling and Analysis**
 - a. Continue the SVE system O&M and monthly air emissions monitoring during the period from July 2015 through September 2015 (3 months). Laboratory analyze the emission samples (3 samples) for the following parameter:



- VOCs (EPA Method 8260)
- b. Collect one set of emission samples from the SVE system from each of the five soil treatment cells using the impinger method for the purpose of evaluating the progress of the remedial action. These samples were collected on June 25, 2015. Laboratory analyze the emission samples (6 samples) for the following parameter:
- VOCs (EPA Method 8260)
- c. Provide for continued rental of a security fence enclosure (Security Fence & Supply Co.) surrounding the mobile SVE system and soil vent piles (June 2015 through May 2016).
- d. Prepare and submit a Confirmation Sampling Plan to the WDNR via email (submitted July 21, 2015), proposing the collection and analysis of confirmation soil samples from each of the five SVE treatment cells.
- e. Collect one set of confirmation soil samples (hand auger method) from each of the five treatment cells as follows:
- For Cells A, B, C, and D, collect confirmation soil samples from borings spaced on approximately 35-foot centers (long axis), including 1 sample at a depth of 2 to 3 feet and 1 sample from a depth of 7 to 8 feet per boring (a total of 80 samples).
 - For Cell E, collect confirmation soil samples from borings spaced on approximately 35-foot centers (long axis), including one sample from 4 borings at a depth of 1 to 2 feet and 1 sample from 4 borings at a depth of 3 to 4 feet per boring (a total of 8 samples), so the samples are staggered vertically.
- Note: Proposed confirmation sample locations for each cell are indicated on the attached plan sheet.*
- f. Laboratory analyze the confirmation soil samples (up to 88 samples) for VOCs using U.S. Environmental Protection Agency (EPA) Method 8260, normal turnaround. This is a ratio of 1 sample analysis per approximately 50 CY of remediated soil.

2. Reporting

- a. Incorporate the O&M and confirmation sampling results with the Soil Vent Piles Remediation Report, documenting completion of the PCE contaminated soil vent piles treatment.

3. Regulatory Case Closure Assistance

- a. Prepare and submit a Case Closure - Geographic Information System (GIS) Registry package (WDNR Form 4400-202) to the WDNR for review and comment. Required GIS Registry information for the site will be included with the request, if necessary, to facilitate case closure approval.
- b. Address the WDNR case closure review comments and submit additional documentation, if requested.



- c. Pay the applicable NR 726 case closure review fee of \$1,050.00 to the WDNR per Chapter NR 749, effective November 1, 2013.

4. Decommission SVE System

- a. Assist the RA with decommissioning the mobile SVE system connected to the soil vent piles on Mason Street after regulatory case closure is achieved.
- b. Submit a request to Wisconsin Public Service to de-energize and disconnect the electrical service (i.e., 3-phase power drop) at the site.
- c. Transfer the mobile SVE system trailer to the Former Normington Laundry remediation site located next to Mid-State Technical College.

Additional Assumptions

The Scope of Services described in this Amendment is subject to the following assumptions:

1. All confirmation soil sample analytical results for each soil treatment cell will indicate that PCE levels are less than detection limits. Otherwise, additional confirmation soil sample and analysis may be necessary to support a request for regulatory case closure.

Schedule

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

- | | | |
|----|--|-----------------------|
| 1. | Field Work (Confirmation Soil Sampling and Analysis) | September 2015 |
| 2. | Reporting (Remedial Action) | October/November 2015 |
| 3. | Case Closure Request to WDNR | Winter 2015/2016 |

Cost Estimate and Authorization to Proceed

AECOM will perform the additional services described above on a time-and-material basis, in accordance with the enclosed commercial terms and rates previously approved by the City of Stevens Point under our original proposal, dated November 16, 2012. Our fee for these services shall not exceed the following:

Prior Contract Price	\$289,750
Estimated Increase by this Amendment	<u>\$37,000</u>
Revised Estimated Contract Price	\$326,750

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

1.	Consulting Services	\$27,000
2.	Security Fence Rental	\$1,850
3.	WDNR Closure Review Fee	\$1,050
4.	Subcontract Laboratory Services	<u>\$7,100</u>
	Total	\$37,000

If additional services are required, which would cause our fee to be greater than the estimate, we will obtain your prior authorization before proceeding. AECOM is prepared to proceed with this project following receipt of your written authorization to proceed.

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



We appreciate this opportunity to assist the Stevens Point RA with this project. If you have any questions regarding this Amendment or if you need additional assistance, please call David Senfelds at (715) 342-3039 or Kyle Wagoner at (715) 342-3038.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle Wagoner', with a long horizontal flourish extending to the right.

Kyle W. Wagoner, P.G., CHMM
Project Manager
kyle.wagoner@aecom.com

A handwritten signature in blue ink, appearing to read 'Ivan Martysz', with a long horizontal flourish extending to the right.

Ivan Martysz, P.E.
Associate Vice President,
Central Midwest Environmental Business Unit
ivan.martysz@aecom.com

Enclosures: As Noted

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



Authorization to Proceed

I hereby authorize AECOM Technical Services, Inc. (AECOM) to proceed with the Scope of Services for the Former Dun-Rite Cleaners Site/Mason Street Soil Vent Piles for the Redevelopment Authority of the City of Stevens Point as described in AECOM's Amendment No. 6 to Project No. 60282270, dated August 18, 2015, with a budget authorization of \$37,000.00 under AECOM's General Conditions Form 102 and the Commercial Terms Form (103B) attached hereto.

Signature

Date

Print Name

Title/Organization

I agree to accept invoices from AECOM via email and not postal mail:

Yes

Signature: _____

Email address: _____

Recipient Mr./Ms.: _____

Return to:

Name: Kyle Wagoner, Project Manager

Address: AECOM

200 Indiana Avenue

Stevens Point, WI 54481

Fax: (715) 341-7390

Phone: (715) 342-3038

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Commercial Terms Time and Materials Agreement

Effective January 1, 2012

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are based on the actual salary of individuals providing service under this Agreement, plus overhead and profit. Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

STAFF CATEGORY	RATE/HOUR
Technician I, Project Administrator I	\$40 - \$65
Data Administrator I, Technician II	\$45 - \$70
Project Controls I, Scientist I, Project Administrator II, Construction Mgmt I	\$50 - \$80
Scientist II, Engineer I, Data Administrator II, Construction Mgmt II, Technician III	\$70 - \$105
Project Controls II, Scientist III, Engineer II, Technician IV, Data Administrator III, Project Administrator III	\$80 - \$120
Project Manager I, Scientist IV, Engineer III, Construction Mgmt III	\$100 - \$140
Scientist V, Engineer IV	\$120 - \$165
Project Director I, Project Manager II, Construction Mgmt IV	\$135 - \$180
Project Director II, III, IV, Engineer V	\$150 - \$195

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates to the extent the employee works more than 40 hours per week for Client.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 100% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Subcontract Services such as laboratory analytical, drilling, direct-push sampling, engineering, and other specialized Services will be computed on the basis of actual cost plus a five percent (5%) fee. Cost for use of field equipment, safety equipment, and field sampling equipment will be billed in accordance with AECOM's Equipment Rate Schedule. Costs for equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a five percent (5%) fee. Travel and travel-related expenses will be billed in accordance with current Federal Acquisition Regulation (FAR) approved rates, which are subject to revision in accordance with FAR directives. The current FAR approved rate for vehicle use as of January 1, 2012, is \$0.51 per mile. Per diem costs will be charged in accordance with Federal Per Diem Rates. All other internal/general office expenses (telephone, facsimile, etc.) are included in overhead and will not be billed separately.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.



ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms and the attached General Conditions Form 102 (01/12) govern the performance of the Services and rights and obligations of the parties.

City of Stevens Point

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Effective January 3, 2012

1. ACCESS. Client grants or shall obtain for AECOM Technical Services, Inc. ("AECOM") and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense.

2. CLIENT INFORMATION. Client understands that AECOM is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.

3. STANDARD OF SERVICES AND WARRANTY. AECOM agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, AECOM warrants that, if any of its completed Services fail to conform to the above standard, AECOM will, at its expense and provided AECOM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AECOM for the defective Services. Except as provided in this Section, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients. This shall not prevent Client from complying with the open records statute, Section 19.85, Wisconsin Statutes.

5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, AECOM shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold AECOM harmless from any and all such claims or damages.

6. INSURANCE. AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

7. INDEMNITY. AECOM shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify, defend and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

8. CHANGES. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

9. REMEDIES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend AECOM from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of AECOM; it being the intention of the Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. AECOM's Services are performed as an independent contractor.

12. FORCE MAJEURE. AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment.

13. LIMITATIONS OF LIABILITY. To the greatest extent allowed by law, Client agrees that AECOM's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the insurance limits specified in Section 6 (Insurance) above. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, AECOM reserves the right to suspend its Services hereunder and shall so timely notify Company.

14. OWNERSHIP OF WASTE. "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, AECOM shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall AECOM take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain property of the Client.

15. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 9, 10, 13 & 14 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.

City of Stevens Point
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RESOLUTION

WHEREAS, the Redevelopment Authority (“RA”) of the City of Stevens Point (“City”) wishes to transfer ownership and control of Edgewater Manor, located at 1450 Water Street, Stevens Point, Wisconsin 54481, to the City of Stevens Point, and;

WHEREAS, the Common Council of the City of Stevens Point voted at its August 17, 2015 meeting to accept ownership of Edgewater Manor;

BE IT RESOLVED THAT, the RA shall transfer ownership of Edgewater Manor to the City via Quitclaim Deed at a time and date to be determined by RA and City staff, but no later than October 31, 2015.

BE IT FURTHER RESOLVED THAT, ownership and control of the funds contained in the Chase Bank checking account identified as the Edgewater Manor Checking Account, also identified as account number 24711101 within the City Comptroller/Treasurer’s Office, such funds totaling \$201,283.95 as of July 31, 2015, shall be transferred to the City upon execution of said Quitclaim Deed.

APPROVED: _____ DATE: _____
Michael Ostrowski, RA Director

APPROVED: _____ DATE: _____
John Schlice, Chairperson

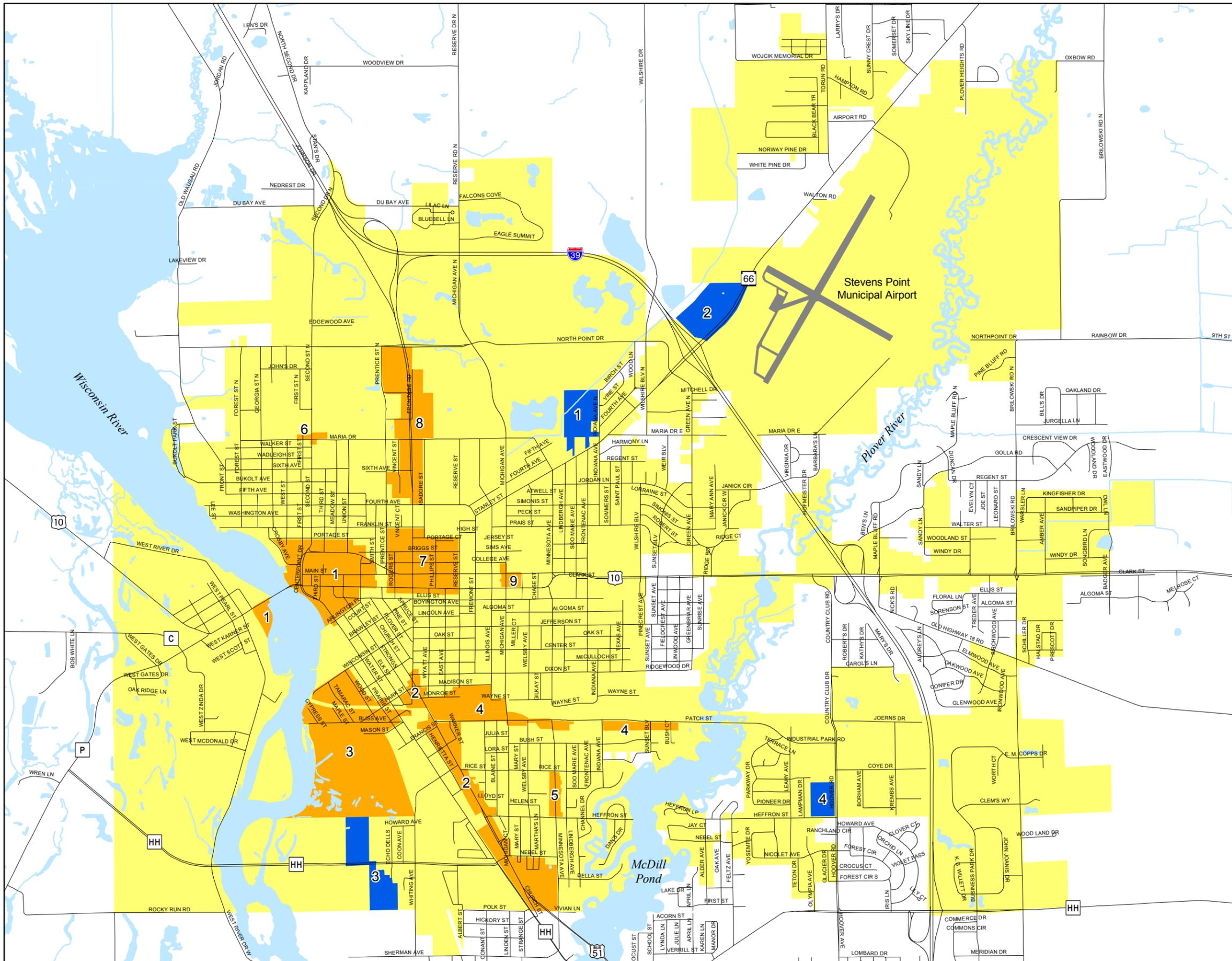
APPROVED: _____ DATE: _____
Mike Wiza, Mayor

ATTEST: _____ DATE: _____
John V. Moe, City Clerk

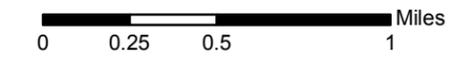
Dated: August 31, 2015

Adopted: _____, 2015

Map 8.2 Potential Areas for Redevelopment & Infill



- Potential Redevelopment Areas
- Potential Infill Areas



Source: City of Stevens Point (2005)
Portage County Planning & Zoning (2005)
Adopted: January 16, 2006

City of Stevens Point Comprehensive Plan



Portage County
Planning and Zoning
1462 Strongs Ave.
Stevens Point, WI 54481