



AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	June 21, 2016 4:00 PM	Location:	City/County Building City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
-----------------------	--------------------------	------------------	--

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 April 12, 2016 Redevelopment Authority meeting.
5. Financial reports, claims, and statements from March, April, and May 2016.
6. Request from Sand Creek Consultants / Dunrite Drycleaners to transfer monitoring wells relating to the former Lullabye Furniture environmental cleanup.
7. Investment strategy for the Housing Trust Fund.
8. Amendment No. 5 – AECOM Agreement for Environmental Services – Sub-Slab Vapor Mitigation and Soil Remediation System – Mid-State Technical College.
9. Transferring Strongs Avenue and Third Street right-of-way areas to the City of Stevens Point.
10. Lease/license portions of land located east of Third Street extended (portion of Parcel ID 2408-32-2029-66) to JLP Enterprises, LLC for parking purposes.
11. Use of Housing Trust Fund revenue for redevelopment projects.
12. Releasing a request for proposals (RFP) for a housing study.
13. Director’s Update (informational purposes only)
14. Adjourn.

PLEASE TAKE NOTICE that any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the Executive Director as soon as possible to ensure that a reasonable accommodation can be made. The Executive Director can be reached by telephone at (715)346-1567, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

PLEASE TAKE FURTHER NOTICE that a quorum of the Common Council may be in attendance at this meeting.



Memo

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

Redevelopment Authority of the City of Stevens Point

To: Redevelopment Authority Board of Commissioners
 From: Michael Ostrowski
 CC:
 Date: 6/15/2016
 Re: Agenda Item Summaries for the June 21, 2016 Redevelopment Authority Board Meeting

4. Minutes from the April 12, 2016 Redevelopment Authority meeting.

The Board needs to approve the minutes from the prior meeting.

5. Financial reports, claims, and statements from March, April, and May 2016.

The Board needs to approve the financials from the prior months.

6. Request from Sand Creek Consultants / Dunrite Drycleaners to transfer monitoring wells relating to the former Lullabye Furniture environmental cleanup.

Sand Creek Consultants, on behalf of Dunrite Drycleaners is requesting to transfer monitoring wells relating to the former Lullabye Furniture environmental cleanup. Dunrite Drycleaners is working with the Wisconsin Department of Natural Resources on monitoring environmental contamination originating from their location at 1008 Union Street. The monitoring wells are not on Redevelopment Authority property and therefore should not have an impact on future development, unless the contamination itself poses challenges. Please see the attached letter from Sand Creek Consultants. If the RA is agreeable, Sand Creek Consultants will prepare the transfer agreement. I would recommend proceeding with the transfer as it should reduce our costs because the RA would not be responsible for abandoning the wells.

7. Investment strategy for the Housing Trust Fund.

We are looking at switching the way we handle investments. Currently, we work with Baird, and they charge us a fee for the transactions. I have discussed the potential with the City Comptroller/Treasurer for him to invest the funds on our behalf to reduce our costs, and to get a quicker turnaround time for investments from our cash account. Comptroller/Treasurer Ladick will be at the meeting to discuss this option. If the Board it agreeable, I would prepare an agreement/resolution to proceed in this direction. One challenge may revolve around our guarantee with the Children's Museum. I will be discussing this matter with their bank and hope to come to some sort of resolution to allow us to transfer all or a portion of the funds from our Baird account to another investment account.

8. Amendment No. 5 – AECOM Agreement for Environmental Services – Sub-Slab Vapor Mitigation and Soil Remediation System – Mid-State Technical College.

Enclosed is Amendment No. 5 – AECOM Agreement for Environmental Services – Sub-Slab Vapor Mitigation and Soil Remediation System – Mid-State Technical College. This should be the final agreement relating to this portion of the project. The agreement will take us through the decommissioning of the system. The cost for this amendment is \$26,000.

9. Transferring Strongs Avenue and Third Street right-of-way areas to the City of Stevens Point.

Please find enclosed the deed transferring the right-of-way area for Strongs Avenue and Third Street. The Board will need to approve the official transfer from the RA to the City.

10. Lease/license portions of land located east of Third Street extended (portion of Parcel ID 2408-32-2029-66) to JLP Enterprises, LLC for parking purposes.

The original lease was for a two year term, set to expire on June 18, 2016. This is to renew the lease for another two year period. The previous lease agreement and new lease agreement are attached.

11. Use of Housing Trust Fund revenue for redevelopment activities.

As most of you recall, the Board decided to put a hold on doing any more loans out of the Housing Trust Fund account until additional certainty was provided with Edgewater Manor and the City's Comprehensive Plan moved forward. Since Edgewater Manor is now in the hands of the City, and the City is moving forward with its comprehensive plan, I would suggest moving forward with additional projects out of the HTF account. At previous meetings we discussed several potential programs, including:

1. Creating true redevelopment project plans as identified under Wis. Stats. 66.1333.
2. Providing loans to homeowners who cannot afford to repair their property, where the City has issued a violation order to correct.
3. Rehabbing the worst house on the block, and/or working with other agencies to purchase and rehabilitate houses where the private sector has not responded, such as severely distressed foreclosures.
4. Other smaller projects like providing a reimbursement on paint or other materials for owners of properties.

In looking at the list above, I do not feel that the Board need only choose one option, as all of the activities listed are of importance to redevelopment activities throughout the city. However, given that the City is currently undertaking an update to its Comprehensive Plan, I would recommend that the RA look at adding the creation of redevelopment project plans as an additional service during the Comprehensive Plan update. The consultant proposal for the Comprehensive Plan update will be in front of the Common Council for approval at their June 20, 2016 meeting. If the Board is agreeable, I would work with the consultant to draft an agreement for the consultant to create redevelopment project plans as part of the process. Given that the Comprehensive Plan will identify the redevelopment areas, the creation of statutorily defined project plans would be a logical extension.

Also in front of the Common Council at their June 20, 2016 meeting will be the discussion of creating a Neighborhood Improvement Coordinator position, to replace the half-time Code Enforcement Officer. As I had indicated in my memo to the Common Council, there are often times that the City will issue a property violation order to individuals who are not able to afford the repairs, such as a roof or siding replacement. In order to get these properties back into compliance sooner rather than later, the RA could provide zero interest loans for a period of "x" years or until the property is no longer the principal residence of the owner. This would be similar to what we did with CAP Services in the past, but only for properties that have outstanding violations, and where the owner

would fall under a certain income level. While some Board members had concerns about the risky nature of this activity, it would provide a service that would have a larger benefit throughout the City, and potentially keep individuals in their homes, as opposed to them going into foreclosure or being taken on tax deed, and thus help promote neighborhood improvement.

In regards to some other programs, I have had a conversation with someone from the City of Green Bay regarding their programs and will share with you some of what they are doing.

12. Releasing a request for proposals (RFP) for a housing study.

One of the perceived challenges facing the city is that lack of available housing choices. Most of the housing stock in the city is older, and does not always meet the needs of current or potential residents. The lack of available housing has been the topic of discussion in several settings, including in the New ERA workshop, as well as from businesses as we work through a business retention and expansion program. With this being said, as we start to look at programs for the Housing Trust Fund, it is vital that we determine the current and future housing needs of the city. This will assist us determining the specific type of housing that is needed as we develop redevelopment area project plans. Providing a diversified housing base is critical in the overall stability of the community. Not everyone wants a single-family home on a half-acre lot, and as we continue to work to attract a viable workforce, housing becomes a major consideration in a person's desire to locate to a community.

13. Director's Update (informational purposes only)

14. Adjourn.



MINUTES

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	April 12, 2016 4:00 PM	Location:	City/County Building City Conference Room 1516 Strongs Avenue Stevens Point, WI 54481
-----------------------	---------------------------	------------------	--

Present: Chairperson Schlice, Alderperson Phillips, Commissioner Cooper, Commissioner Molski, Commissioner Sawyer, Commissioner Gardner, and Commissioner Dugan.

Also Present: Executive Director Ostrowski, Reid Rocheleau, and Mary Ann Laszewski.

Index

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 March 15, 2016 Redevelopment Authority meeting.
5. Financial reports, claims, and statements from February 2016.
6. Development Agreement with Cobblestone Hotel Development, LLC and the City of Stevens Point, for the property east of 1101 Centerpoint Drive, Stevens Point, WI 54481 (to be addressed 1117 Centerpoint Drive, Part of Parcel ID 2408-32-2029-65 and Part of Parcel ID 2408-32-2029-66) for a hotel development project.
7. Building improvements to the Great Lakes Building, 1101 Centerpoint Drive.
8. Adjourn.

-
1. Roll call.

Present: Schlice, Phillips, Cooper, Molski, Gardner, Dugan

Commissioner Sawyer arrived at 4:02pm

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.

Reid Rocheleau stated concerns regarding the last discussion of just an option to purchase and now having a development agreement with Cobblestone Hotel Development, and selling the property to the developer for \$1 and not for what it is worth.

Mary Ann Laszewski does not support giving TIF incentives to competing businesses and said that this would be giving unfair competition to the current hotels. She said that by having visitors to the area stay at this new downtown hotel that it will just transfer the income from one of the other local hotels and it will not increase the overall hotel revenue. She is asking for our support for our existing hotels as she said they are struggling already, and requested the postponing of this decision to offer this incentive, so we can do a more serious study of the impact it is going to have on other local businesses.

Discussion and possible action on the following:

4. Approval of the minutes from the March 15, 2016 Redevelopment Authority meeting.

Motion by Commissioner Gardner to approve the minutes from the March 15, 2016 Redevelopment Authority meeting; seconded by Alderperson Phillips.

Motion carries 7-0.

5. Financial reports, claims, and statements from February 2016.

Executive Director Ostrowski stated they have been provided in the packet and there has not been any real changes other than some loan payoffs within the Housing Trust Fund account. The current balance is about \$290,000. Looking towards the future at some potential projects within this account/program, he would like to start those conversations again given that Edgewater is now part of the City and no longer part of the Redevelopment Authority. He stated that we should look at some of the options we have considered in the past for potential housing projects or housing assistance rehab projects, considering there are available funds in that account that are not earning the greatest interested rate and could be utilized for other projects within the community. With the city increasing code enforcement, we are running into situations where people have challenges paying for improvements on their property and whether this becomes an avenue for that, similar to 0% interested loans that we have done with CAP in the past, that might be an opportunity, otherwise programs of redeveloping the worst house on the block. We should bring those conversations back at the next meeting.

Motion by Commissioner Gardner to approve the financial reports, claims, and statements from February 2016; seconded by Commissioner Dugan.

Motion carried 7-0.

6. Development Agreement with Cobblestone Hotel Development, LLC and the City of Stevens Point, for the property east of 1101 Centerpoint Drive, Stevens Point, WI 54481 (to be addressed 1117 Centerpoint Drive, Part of Parcel ID 2408-32-2029-65 and Part of Parcel ID 2408-32-2029-66) for a hotel development project.

Executive Director Ostrowski explained this was in front of the Finance Committee yesterday; the proposal is for an approximate 60 room, four-story hotel to be located between the Great Lakes building and Strongs Avenue extended. The approximate value of the project would be \$5 million. The Finance Committee did approve this unanimously yesterday and it will go to the full council on Monday. The commitment from the RA would be the transfer of the property for \$1. The commitment for the city would be an upfront incentive after the project is built of \$850,000. In looking at some of the financing, we did value the land at approximately \$150,000 to \$180,000 depending on the use, on a per square foot basis. The TIF incentive of \$850,000 brings it just over to \$1 million for a total incentive. The tax revenue that they would guarantee for 11 years would be at least \$102,500 annually. The city would be reimbursed or recoup its investment within 11 years plus interest of about 4%, which is likely more money than the city would make by investing those funds. In terms of room tax, on average, they thought they would be at a 60% occupancy rate at about \$100-110 a night. Even with a 50% occupancy

rate it would create about \$90,000 of room tax each year, of which the City gets approximately 50% of that total. The commitment on the part of the RA would be the transfer of the property for \$1, that would occur at closing, and that would require them to show proof of financing for the project.

Alderman Phillips clarified that none of this happens until they act on their option on the property, to which Executive Director Ostrowski confirmed yes, they will have to exercise their option and that requires us to hold the property until at least August 30, 2016. They would do their diligence through that period and then start spending money on site plan work, elevation drawings, landscaping and going through the proper approval processes that they would need to go through to get this project approved. If completed, they can exercise that option to purchase and move forward with the property.

Commissioner Dugan stated she was happy the developer spoke last night. She is wondering how much the City or the RA needs to look at their financials before going forward. Executive Director Ostrowski stated at closing on the property they would have to have proof of financing, whether it is a loan commitment from a financial institution or equity stake from the investors involved, they will have to prove that they have the needed funds to complete the project. She asked then if closing would come at the end of the option period, to which Executive Director Ostrowski stated correct.

Commissioner Gardner stated in the definitions it says development and defines that as an approximately 60 room hotel. He would like to see if the plans they have submitted showing the elevations, the quality of the expenditures all attached to the agreement. Executive Director Ostrowski stated what we can put them as part of the agreement. He stated what would happen in that case is once the developer creates those plans; they will be incorporated in this development. Commissioner Gardner clarified that building elevations in the contract would be of similar quality and design of what is proposed, otherwise we have the ability to walk away and say no that is not what you have sold us on and it would be in the contract and not a subsequent document. Commissioner Dugan agreed.

Commissioner Schlice asked if this would go through the Plan Commission, to which Executive Director Ostrowski stated it will have to go through the approval process for reviewing a site plan and historic review. He stated what Commissioner Gardner is getting at is attaching the renderings and the preliminary site plan that they have, showing what scope and scale this is going to be. We can attach that in exhibit, but once the official plans are completed they should be incorporated into the agreement as well.

Commissioner Gardner asked about the amount of incentive being offered. He said he knows that an incentive had been offered to the Holiday Inn in the form of loans to the developers, and how does this incentive that is being proposed by the council and by the RA compare with other communities that are competing to get a Cobblestone Hotel in their downtown. Executive Director Ostrowski explained that for the Holiday Inn, we did a loan in the \$400,000 range through our revolving loan fund program, which has been transferred to CWED. We also provided a TIF incentive of pay as you go option on the Country Springs Hotel, the former Ramada, they received about \$200,000 as a pay as you go, and then when Sentry purchased it and tore it down that ended that agreement. In terms of what Cobblestone is seeing in other communities, their most recent example is Chippewa Falls where they are constructing a 45 room hotel, the city had purchased a piece of property and tore down a building at a cost of \$600,000 for a prior project that they were going to do, and that project ended up falling through. The Cobblestone project came along and Cobblestone had agreed to pay \$500,000 for the property, so there was a loss \$100,000 to the city, and the city also provided them with a TIF incentive of just over \$1 million. The incentive per room was approximately \$25,000 per room. With our project, and the incentive of the \$850,000, along with a \$150,000-\$200,000 land value, we are about \$16,000 per room. Our incentive compared to what Chippewa Falls had offered them, is less per room.

Commissioner Gardner stated that the Executive Director had indicated earlier that Cobblestone was considering a range of different communities and whoever got there first were going to be the ones that would concentrate on this year. Executive Director Ostrowski stated correct, they have 12 projects going on right now, but they look at specific communities, their niche is typically smaller communities. Every year they do a few projects with their internal investor group and certain projects rise to the top, and that is typically because of the ability for a certain return. He stated with the City's incentive, they are not getting the complete increment. After construction they will guarantee a payment of \$102,500 of tax payment every year that will come to the city, and after the 11 years it is paid back in full to the city with interest. The last remaining five years of the TID, is increment that the city can use to help pay down the debt in TID 6 and start getting that district back into the black as opposed to having it be a financial burden on the taxpayers.

Commissioner Cooper asked if the \$102,500 is based off of the \$5 million value, to which Executive Director Ostrowski stated that would be the recapture of the \$850,000 with a 4% rate over 11 years.

Adperson Phillips asked if this project goes through and the Blenker project goes through, what would be the status of the TIF district then, to which Executive Director Ostrowski stated it will not be in the black immediately, but it is getting another step closer. Some of the increment from TIF 5 and 7 will help pay down some of TIF 6 debt, but if we don't have to take it out of the others, that would help. Chairperson Schlice added that all of the revenue generated will help the taxpayers in the long run as well.

Commissioner Sawyer asked if we have any idea as to whether or not competitive hotels have recently had any significant capital improvements to their properties, to take into consideration what this does to competitiveness. Executive Director Ostrowski stated the Holiday Inn on the east side was constructed in 2005, the Ramada torn down which was 23% of our room count in the city, the former Super 8 had a fire, so they completely revamped their building and it is now the Baymont, the Elizabeth Inn in Plover, those have really been the major remodels and currently the Fairfield Inn is going through an interior remodel as well. Commissioner Sawyer asked, the fire you were talking about, do you know whether they exceeded the payout in their insurance in order to do the remodel, or did they have additional funds that they invested. Executive Director Ostrowski stated he owner had a couple of different properties and does not know how he used the insurance pay out; there was some remodeling prior to the fire. Commissioner Sawyer asked other than the restaurant were there other businesses that were in the Ramada, to which Executive Director Ostrowski stated there was Tilted Kilt and that was the last restaurant and no other commercial tenants. Commissioner Sawyer asked if this project would have any other similar projects, to which Executive Director Ostrowski this project is anticipating to have some sort of a restaurant within it, but it does not prevent individuals from going into the downtown area. One of the reasons why this location was chosen, as opposed to the other half of the Lullabye site, is it gets them closer to the downtown. People do not have to cross Centerpoint Drive, and there is a nice easy connection. Commissioner Dugan asked if they are still working with Ellis Stone, to which Executive Director Ostrowski stated he has been working directly with Brian from Cobblestone, but they can chose whatever company they want to.

Alderson Phillips asked about a liquor license for that restaurant, to which Executive Director Ostrowski stated depending on the number of seats in the restaurant, and we do have a reserve liquor license left that they can access. Commissioner Schlice mentioned that there could be one for a hotel, to which Executive Director Ostrowski stated yes, with a hotel with so many rooms and the restaurant has so many seats.

Executive Director Ostrowski stated the Finance Committee has approved this last night and it was indicated that he would let them know if would be any changes coming forth from the RA at the council

meeting, so he will make reference to the definition for development to include the respective attachments. The transfer of the site does not occur until proof of financing at closing. There was one typo on page 15 under 9.10 the RA authorization should say the execution of this agreement by the RA was authorized by the RA. The other security we could take would be a subordinate position behind the bank or investors, so if that is your wish we can add that to the agreement, to which Commissioner Schlice and Alderperson Phillips agreed we should.

Motion by Commissioner Schlice to approve the Development Agreement with Cobblestone Hotel Development, LLC and the City of Stevens Point, for the property east of 1101 Centerpoint Drive, Stevens Point, WI 54481 (to be addressed 1117 Centerpoint Drive, Part of Parcel ID 2408-32-2029-65 and Part of Parcel ID 2408-32-2029-66) for a hotel development project; seconded by Commissioner Cooper.

Roll Call:

Yeas: Schlice, Phillips, Cooper, Molski, Sawyer, Gardner, Dugan

Nays: None

Motion carried 7-0.

7. Building improvements to the Great Lakes building, 1101 Centerpoint Drive.

Executive Director Ostrowski explained that he had received a call from Great Lakes, and they are experiencing problems with water leaking through the roof. The last major storm, they had to replace about 25 ceiling tiles. What is happening is it seems to have the copula settling which is making a depression area and the water is pooling around the copula. They are looking for some potential solutions to fix this problem, one which may be to remove the copula. Since it is an RA owned property and they are a tenant in the building, it is before you for your consideration. Right now they are responsible for the cost of the repair.

Commissioner Dugan stated that is one of the few things that bring it back to the mall. Commissioner Schlice stated if they are trying to repair it and they are not having much luck. Commissioner Dugan stated you get a mason in there and they put in something more than flashing and the water drains out away from the building. Alderperson Phillips asked if it has been inspected, to which Executive Director Ostrowski stated we have not inspected it, but Great Lakes has had a commercial roofing company out there.

Alderperson Phillips stated he happens to like the building the way it is, but he does not think it is settling because it is a steel structure, he thinks the material that is under the rubber roof is deteriorating and that is causing it to go down, so you can cut that open and remove that old dead material and replace it with foam and reinstall the rubber. Executive Director Ostrowski maintained it is up the board, that is why it is before them today, and if you want to keep that design element, we will find a way to fix it.

Commissioner Molski stated she thinks the design review commission will say to keep the copula. She no longer sees the connection anymore and it is no longer Centerpoint.

Commissioner Gardner stated he would vote in favor of keeping it, as well as to have a professional look at it and give some estimates.

Executive Director Ostrowski summarized that he will have Great Lakes look at seeing if they can keep the structure.

8. Adjourn.

Meeting adjourned at 4:45 PM.

Approved: _____
John Schlice, Chairperson

Date

Attest: _____
Michael Ostrowski, Executive Director

Date

MW 4-21-16

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)
March 31, 2016

Account: 24611101
Bank Account Number: 3078529970

Bank Statement Balance:	328,342.96	Book Balance Previous Month:	291,929.49
Outstanding Deposits:	.00	Total Receipts:	36,606.59
Outstanding Checks:	.00	Total Disbursements:	193.12
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	328,342.96	Book Balance:	328,342.96

Outstanding Deposits

No outstanding deposits found!
Deposits cleared: 4 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 = "CRHTF"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CRHTF						
03/11/2016	1	JANIKOWSKI VIA CEKOSH	246.49.00100.56	PRINCIPAL PAYMENTS		125.00-
03/11/2016	2	CZERWINSKI VIA POINT TITLE	246.49.00100.56	PRINCIPAL PAYMENTS		6,248.90-
03/11/2016	3	HINTZ-LAPORTE	246.49.00100.56	PRINCIPAL PAYMENTS		60.42-
03/11/2016	4	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	6,434.32	
03/18/2016	5	VANG	246.49.00100.56	PRINCIPAL PAYMENTS		93.43-
03/18/2016	6	CRABB	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
03/18/2016	7	CAP-624 WASHINGTON VIA MCDONA	246.49.00100.56	PRINCIPAL PAYMENTS		9,956.38-
03/18/2016	8	BURANT 3001 WATER VIA KNIGHT/BE	246.49.00100.56	PRINCIPAL PAYMENTS		16,440.00-
03/18/2016	9	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	26,658.49	
03/31/2016	10	INTEREST FOR MARCH 2016	246.48.00110.56	INTEREST ON CHECKING ACCTS		20.86-
03/31/2016	11	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	20.86	
03/02/2016	12	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,492.92-
03/02/2016	13	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,492.92	

Documents: 13 Transactions: 13

Total CRHTF:

36,606.59 36,606.59-

Grand Totals:

36,606.59 36,606.59-

CITY OF STEVENS POINT

Bank Reconciliation Report

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)

April 30, 2016

Account: 24611101

Bank Account Number: 3078529970

Bank Statement Balance:	342,451.05	Book Balance Previous Month:	328,342.96
Outstanding Deposits:	.00	Total Receipts:	14,113.99
Outstanding Checks:	.00	Total Disbursements:	5.90
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	342,451.05	Book Balance:	342,451.05

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 3 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 = "CDHTF"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CDHTF						
	3					
04/15/2016	3	ACCOUNT ANALYSIS SETTLEMENT C	246.56.00600.5950	GEN ADMIN CHARGES	5.90	
	4					
04/15/2016	4	Auto Batch Total	246.11101	OTHER CASH ACCOUNTS		5.90-

Documents: 2 Transactions: 2

Total CDHTF:					5.90	5.90-
Grand Totals:					<u>5.90</u>	<u>5.90-</u>

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						
04/04/2016	1	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		13,644.08-
04/04/2016	2	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	13,644.08	
04/21/2016	3	VANG	246.49.00100.56	PRINCIPAL PAYMENTS		93.43-
04/21/2016	4	HINTZ	246.49.00100.56	PRINCIPAL PAYMENTS		60.42-
04/21/2016	5	CRABB	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
04/21/2016	6	CEKOSH	246.49.00100.56	PRINCIPAL PAYMENTS		125.00-
04/21/2016	7	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	447.53	
04/29/2016	8	INTEREST FOR APRIL 2016	246.48.00110.56	INTEREST ON CHECKING ACCTS		22.38-
04/29/2016	9	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	22.38	

Documents: 9 Transactions: 9

Total CRHTF:

14,113.99 14,113.99-

Grand Totals:

14,113.99 14,113.99-

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (8)
May 31, 2018

Account: 24611101
Bank Account Number: 3078529970

Bank Statement Balance:	365,576.02	Book Balance Previous Month:	342,451.05
Outstanding Deposits:	.00	Total Receipts:	23,908.09
Outstanding Checks:	.00	Total Disbursements:	783.12
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	365,576.02	Book Balance:	365,576.02

Outstanding Deposits

No outstanding deposits found!
Deposits cleared: 4 items Deposits Outstanding: 0 items

Outstanding Checks

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

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

Report Criteria:

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

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CDHTF						
1						
05/16/2016	1	ACCOUNT ANALYSIS SETTLEMENT C	246.56.00600.5950	GEN ADMIN CHARGES	3.12	
2						
05/16/2016	2	Auto Batch Total	246.11101	OTHER CASH ACCOUNTS		3.12-
Documents: 2 Transactions: 2						
Total CDHTF:					3.12	3.12-
Grand Totals:					3.12	3.12-

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						
05/02/2016	1	CEKOSH	246.49.00100.56	PRINCIPAL PAYMENTS		125.00-
4						
05/02/2016	4	PO CO TITLE - 2256 STANLEY ST (BUL	246.49.00100.56	PRINCIPAL PAYMENTS		9,473.17-
5						
05/02/2016	5	MCDONALD TITLE -400 W CORNELL (246.49.00100.56	PRINCIPAL PAYMENTS		7,138.00-
6						
05/02/2016	6	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	16,736.17	
7						
05/13/2016	7	KNAR	246.49.00100.56	PRINCIPAL PAYMENTS		1,063.00-
8						
05/13/2016	8	VANG	246.49.00100.56	PRINCIPAL PAYMENTS		93.43-
9						
05/13/2016	9	CRABB	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
10						
05/13/2016	10	HINTZ	246.49.00100.56	PRINCIPAL PAYMENTS		60.42-
11						
05/13/2016	11	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	1,385.53	
12						
05/03/2016	12	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		5,761.67-
13						
05/03/2016	13	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	5,761.67	
14						
05/31/2016	14	INTEREST FOR MAY 2016	246.48.00110.56	INTEREST ON CHECKING ACCTS		24.72-
15						
05/31/2016	15	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	24.72	
Documents: 13 Transactions: 13						
Total CRHTF:					23,908.09	23,908.09-
Grand Totals:					23,908.09	23,908.09-



May 2, 2016

Mr. Michael Ostrowski - Director
Stevens Point Community Development Authority
1515 Strongs Avenue
Stevens Point, WI 54481

Re: Dun-Rite Cleaners
1008 Union Street
Stevens Point, Wisconsin
WDNR BRRTS No. 02-50-000577

Subject: Transfer of Groundwater Monitoring Wells

Dear Mr. Ostrowski:

It is my understanding that the investigations and remediations associated with the Lullabye property are nearing completion, and that the case file for the site will closed by the Wisconsin Department of Natural Resources. Requirements for final closure typically include abandonment of all monitoring wells associated with the site. Assuming such is the case, Hanson's Classic Cleaners (formerly Dun-Rite Cleaners) would be willing to accept transfer of three monitoring wells located immediately south of the Hanson's Classic Cleaners building at 1008 Union Street from the Stevens Point Community Development Authority (CDA).

The three wells are circled in red on the attached **Figure 1** and are identified as GP-11, GP-12, and MWG1. All three wells are located in the asphalt parking lot immediately south of the Dun-Rite property.

The wells will be used to document decreasing concentrations of tetrachloroethene in the groundwater south of the Dun-Rite property. The wells will be sampled, maintained, and eventually abandoned by Hanson's Classic Cleaners at no cost to the CDA.

We will prepare a transfer agreement along these lines if the CDA is interested in transferring these three wells.

If you have any questions or would like to discuss the transfer, please contact me at 715.824.5969 or pete.arntsen@sand-creek.com.

Sincerely,

SAND CREEK CONSULTANTS, INC.

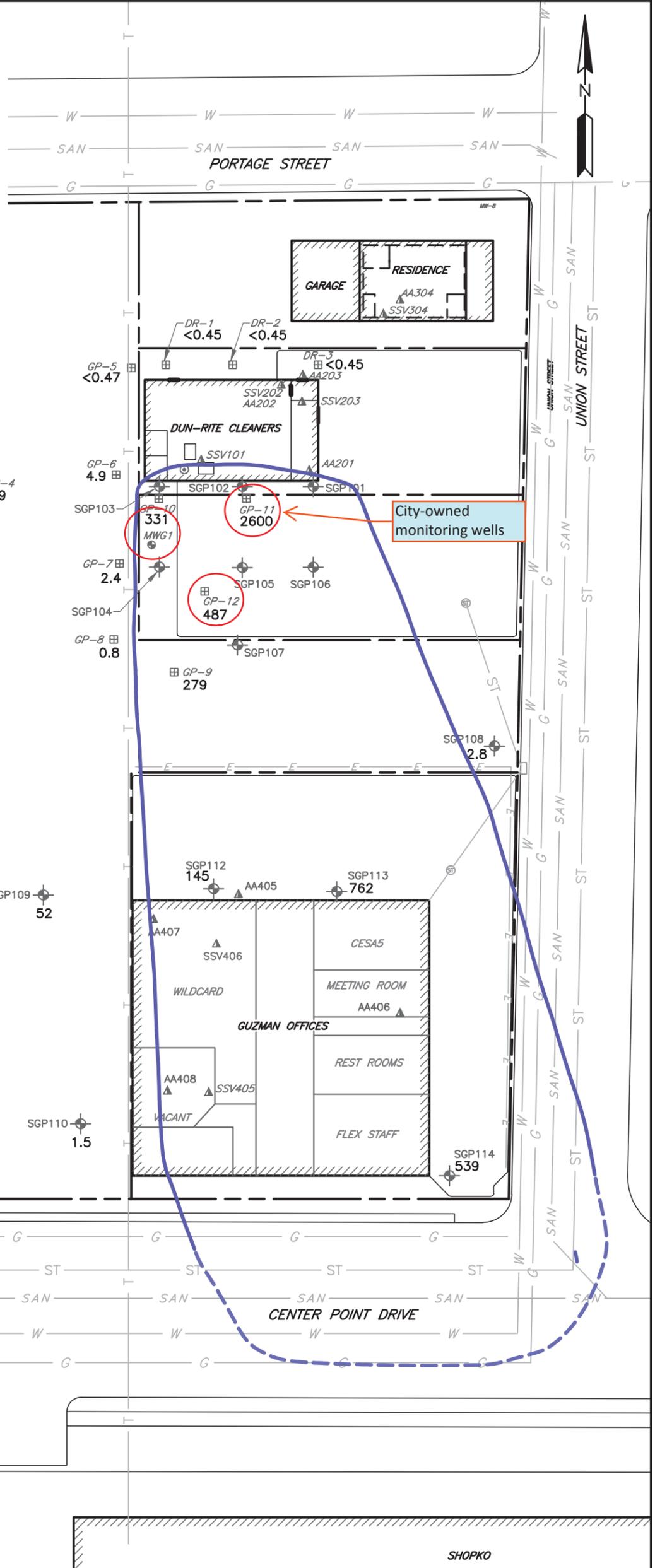
Pete Arntsen, MS, PH
Project Manager/Senior Hydrologist

Enclosure: Figure 1

cc/enc: Mr. Ron Hanson/Hanson's Classic Cleaners, via email only
Mr. Richard Lewandowski/Whyte Hirschboeck Dudek S.C., via email only

LEGEND

- — — — — PROPERTY BOUNDARY
- — — — — EDGE OF PAVEMENT
- W — — — — WATER LINE
- G — — — — GAS LINE
- SAN — — — — SANITARY SEWER
- ST — — — — STORM SEWER
- T — — — — UNDERGROUND TELEPHONE
- E — — — — ELECTRIC (PRIVATE)
- CATCH BASIN
- ⊕ STORM SEWER MANHOLE
- ▭ BUILDING
- ⊙ MONITORING WELL
- ⊕ TEMPORARY MONITORING WELL
- ▲ SUB-SLAB VAPOR (SSV) AND/OR AMBIENT AIR (AA) SAMPLE
- ⊕ GEOPROBE (SGP)
- 145 GROUNDWATER PCE CONCENTRATION (µg/l)
- SAMPLE DATES**
- 03/30/2010 DR-1, DR-2, DR-3 (AECOM)
- 10/02/2013 GP-4, GP-5 (AECOM)
- 12/13/2013 GP-6, GP-7 (AECOM)
- 09/19/2014 SGP108 THRU SGP114
- 09/23/2014 GP-8, GP-9, GP-12
- (AECOM) DATA GENERATED DURING INVESTIGATIONS CONDUCTED BY AECOM
- — — — — ESTIMATED EXTENT OF PCE PLUME ABOVE 5 µg/l
- - - - - UNCERTAIN EXTENT OF PCE PLUME



(FORMER)
LULLABYE
PROPERTY

City-owned
monitoring wells

NOTE:
EXISTING CONDITIONS AND EXISTING MONITORING WELL LOCATIONS TAKEN FROM SITE PLAN BY AECOM DATED SEPTEMBER 2013, JANUARY 2014 AND DIGITIZED PORTAGE COUNTY GIS 2010 AIR PHOTO.



Environmental and Geological Scientists and Engineers

**GROUNDWATER
TETRACHLOROETHENE (PCE)
CONCENTRATIONS**

DUN-RITE CLEANERS
1008 UNION STREET
STEVENS POINT, WISCONSIN

DATE: DECEMBER 2014	DRAWN BY: KAP
SCALE: 1"=40'	APPROVED BY: PDA
FIGURE 1	



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

715 341 8110 tel
715 341 7390 fax

June 1, 2016

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

Subject: **Amendment No. 5 for Environmental Services
Sub-Slab Vapor Mitigation and Soil Remediation System
Mid-State Technical College
Stevens Point, Wisconsin
WDNR BRRTS No. 02-50-559009
AECOM Project No. 60284018**

Dear Michael,

AECOM is submitting Amendment No. 5 to our initial proposal, dated December 20, 2012, covering environmental services associated with the Mid-State Technical College (MSTC) Stevens Point campus. Our amended Scope of Services includes tasks to justify the decommissioning of the combined sub-slab vapor mitigation/soil vapor extraction (SVE) system inside MSTC and regulatory closeout. The Scope of Services described below was developed from vapor intrusion (VI) regulatory guidance provided by Alyssa Sellwood of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program in Madison.

Background

The combined vapor mitigation/SVE system inside MSTC was commissioned and put into full-time operation in May 2014. The vapor mitigation portion of the system recovers and vents chlorinated volatile organic compound (CVOC) vapors trapped beneath the school building. The SVE portion of the system remediates a source of tetrachloroethene (PCE) contaminated soil discovered beneath the building during property redevelopment in 2013.

AECOM performed long-term system operation, maintenance and monitoring (OM&M) through April 2016, including monthly monitoring of recovered CVOC vapor emissions, periodic sub-slab negative pressure monitoring, and progress reporting. During the period of January through March 2016, laboratory analysis of monthly vapor emissions samples collected from the system exhaust did not detect the presence of PCE or other CVOCs. The monitoring results suggested potential completion of both the sub-slab vapor mitigation and PCE source remediation.

To check the progress of vapor mitigation and PCE source soil remediation, AECOM isolated various segments of the system and collected a series of sub-slab vapor samples on April 5, 6, and 7, 2016. Laboratory analysis of the samples did not detect the presence of PCE or other CVOCs. Consequently, operation of the system has been suspended and will remain so, as long as analytical results for future sub-slab vapor samples indicate that Wisconsin Vapor Action Levels (VALs) are not exceeded.

Scope of Services

The amended Scope of Services to justify decommissioning the combined vapor mitigation/SVE system inside MSTC and site closeout includes the following:



1. VI Pathway Reassessment (Least Conservative Conditions – Summer 2016)

- a. Perform confirmation sub-slab vapor testing during *least conservative conditions*, including:
- 1) Notify the WDNR case manager via email regarding planned VI sampling and testing, and schedule.
 - 2) Contact the MSTC facility manager via telephone to coordinate and schedule VI samples collection.
 - 3) Collect sub-slab vapor samples using evacuated 6-liter Summa™ canisters from existing vapor sample ports SP-2, SP-3, SP-4, SP-5, SP-6, SP-7, SP-8, SP-9, SP-10, and SP-11 for laboratory analysis (a total of 10 samples).
 - 4) Laboratory analyze the sub-slab vapor samples for CVOCs using U.S. Environmental Protection Agency (EPA) Method TO-15 (shortlist), including:
 - PCE
 - TCE
 - cis-1,2 Dichloroethylene (cis-1,2 DCE)
 - trans-1,2 Dichloroethylene (trans-1,2 DCE)
 - Vinyl chloride
- b. Compare laboratory analytical results to applicable Wisconsin sub-slab Vapor Risk Screening Levels (VRSLs) and indoor air VALs for small commercial buildings.
- c. Provide a preliminary report of laboratory results via email to the Redevelopment Authority of the City of Stevens Point.

2. VI Pathway Re-assessment (Most Conservative Conditions – Winter 2016/2017)

- a. Perform confirmation sub-slab vapor testing during *most conservative conditions*, including:
- 1) Notify the WDNR case manager via email regarding planned VI sampling and testing, and schedule.
 - 2) Contact the MSTC facility manager via telephone to coordinate and schedule VI samples collection.
 - 5) Collect sub-slab vapor samples using evacuated 6-liter Summa™ canisters from existing vapor sample ports SP-2, SP-3, SP-4, SP-5, SP-6, SP-7, SP-8, SP-9, SP-10, and SP-11 for laboratory analysis (a total of 10 samples).
 - 3) Laboratory analyze the sub-slab vapor samples for CVOCs using U.S. EPA Method TO-15 (shortlist), including:
 - PCE
 - TCE
 - cis-1,2 DCE
 - trans-1,2 DCE

- Vinyl chloride
- b. Compare laboratory analytical results to applicable Wisconsin sub-slab VRSLs and indoor air VALs for small commercial buildings.
- c. Provide a preliminary report of laboratory results via email to the Redevelopment Authority of the City of Stevens Point.

3. Progress Reporting (Semiannual)

- a. On behalf of the Redevelopment Authority, submit a *semiannual* "Remediation Site Progress and Operation, Maintenance, Monitoring, and Optimization Report" (WDNR Form 4400-194) to the WDNR, Redevelopment Authority, and MSTC (a total of 2 reports). Each progress report will include the following data and information, when applicable:
 - Monthly system vapor emission sample analytical results.
 - Sub-slab pressure gradient testing results.
 - Sub-slab vapor sample analytical results.
 - Annual visual inspection results for the combined vapor mitigation/SVE system, noting any visible signs of wear and tear.
 - Annual air flow test results comparing combined vapor mitigation/SVE system exhaust stack flow rates against the rated output for the regenerative blower.
 - A floor plan showing the locations of sub-slab vapor ports, suction points, equipment, and analytical results.
 - Copies of laboratory analytical reports and completed sample chain-of-custody forms.

4. Request to Decommission System and Close-Out Activities

- a. On behalf of the Redevelopment Authority, prepare and submit a request to the WDNR to decommission the combined vapor mitigation/SVE system, if justified by the sub-slab vapor samples analytical results obtained for the least and most conservative conditions. The request will include:
 - A brief summary of efforts taken to remediate sub-slab PCE contaminated soil and mitigate sub-slab vapor.
 - A written, conceptual model of the site describing subsurface conditions, the status of PCE source soil beneath MSTC, and other known sources of potential VOC vapors in the surrounding vicinity (i.e., nearby contaminated soil and groundwater plumes).
 - A justification to decommission the combined vapor mitigation/SVE system based on confirmation vapor sample analytical results.

- A tabulated summary of all sub-slab vapor sample analytical results obtained for the MSTC facility compared to Wisconsin regulatory standards.
 - A floor plan showing the locations of sub-slab vapor ports, suction points, system equipment, and semiannual analytical results.
 - Copies of laboratory analytical reports and sample chain-of-custody forms.
- b. After receipt of a conditional closure approval from the WDNR, de-energize, dismantle, and decommission the combined vapor mitigation/SVE system and abandon the sub-slab vapor sample ports.
- c. Retain a subcontract electrician to de-energize the system and disconnect associated electrical devices.
- d. Retain a subcontractor to pick up, transport and dispose of the spent, granular activated carbon (approximately 225 lbs) contained inside the vapor filter vessel (Tetrasolv Model 225 filter).
- e. Collect and laboratory analyze one representative sample of the spent, granular activated carbon for waste characterization purposes (Protocol T4), including the following parameters:
- VOCs (EPA 8260B)
 - Free Liquids (paint filter test)
 - Flash Point
 - pH
 - Total Solids
 - Reactive Cyanide
 - Reactive Sulfide
 - % Acidity
 - % Alkalinity
- f. Provide a copy of the laboratory analytical report and waste generator information to the solid waste landfill identified by the subcontractor to establish a waste generator profile for the spent, granular activated carbon.
- Note: As the waste generator, a representative of the Redevelopment Authority will be required to sign the landfill's waste generator profile form.*
- g. Submit documentation (i.e, a letter with attachments) of the decommissioned system to the WDNR for final closure purposes.

Assumptions

This Amendment is subject to the following assumptions:

1. Laboratory analysis of all samples will be performed on normal 10-day turnaround.



2. According to the WDNR's guidance, operation of the combined sub-slab vapor mitigation/SVE system can remain suspended as long as analytical results for future sub-slab vapor samples indicate that Wisconsin VALs are not exceeded.
3. The WDNR will not require additional indoor air sampling and testing unless analytical results for sub-slab vapor samples exceed Wisconsin regulatory standards.
4. The WDNR, Redevelopment Authority and MSTC will not require collection and analysis of confirmation soil samples from the PCE source soil beneath the MSTC floor slab because such efforts would be costly and impractical. Therefore, listing the site on the WDNR's online GIS Registry of Contaminated Sites will be acceptable as a means to achieve regulatory case closure.
5. The combined sub-slab vapor mitigation/SVE system will be decommissioned and sub-slab sample ports will be abandoned after receipt of the WDNR's written closure approval.
6. Decommissioned sub-slab suction points, vacuum conveyance piping and the SVE well can be abandoned in place inside the building because efforts to remove them would be costly and impractical.
7. MSTC will not require the removal and restoration of wall and roof penetrations associated with the system (i.e., intake and exhaust vents, discharge and make-up air piping).
8. The Redevelopment Authority and/or MSTC will be responsible for the disposal or recycling of used equipment. AECOM can provide assistance with the disposal or recycling of used equipment upon request.
9. For regulatory administrative purposes, the WDNR has combined the MSTC site with the Former Dun-Rite Cleaners site under BRRTS No. 02-50-559009 previously assigned to the CenterPoint MarketPlace redevelopment. A combined case closure request that includes both the MSTC and Former Dun-Rite Cleaners sites will be submitted to the WDNR at a later date. Fees associated with preparation of the case closure request will be included in a future contract amendment for the Former Dun-Rite Cleaners site.

Schedule

The anticipated schedule is as follows:

1. Sub-slab vapor samples collection and analysis (*least conservative conditions*): July 2016
2. Semi-annual Report No. 1 to WDNR, Redevelopment Authority, and MSTC: August 2016
3. Sub-slab vapor samples collection and analysis (*most conservative conditions*): December 2016
4. Semi-annual Report No. 2 to WDNR, Redevelopment Authority, and MSTC: January 2017
5. Request to Decommission System to WDNR: February-March 2017
6. De-energize, Decommission and Dismantle System: Spring/Summer 2017



Cost Estimate and Authorization to Proceed

AECOM will perform the additional services described above on a time-and-material basis, in accordance with the commercial terms and rates, approved under our original proposal, dated December 20, 2012. Our fee for these services shall not exceed the following:

Prior Contract Price	\$95,000
Estimated Increase by this Amendment	<u>\$26,000</u>
Revised Estimated Contract Price	\$121,000

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

Consulting Services	\$19,500
Subcontractor Services	<u>\$6,500</u>
Total	\$26,000

The Redevelopment Authority can authorize 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 Redevelopment Authority of the City of Stevens Point with this project. If you have any questions regarding this proposal or if you need additional assistance, please call Kyle Wagoner at (715) 342-3038.

Sincerely,

Kyle W. Wagoner, P.G., CHMM
Project Manager

Kevin L. Brehm, P.E.
Associate Vice President
Central Midwest Environmental Business Unit

Enclosures: As Noted

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 Mid-State Technical College Site for the Redevelopment Authority of the City of Stevens Point as described in AECOM's Amendment No. 5 to Project No. 60284018, dated June 1, 2016, with a budget authorization of \$26,000.00 under the attached General Conditions Form 102 (01/12) and the Commercial Terms Form.

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

p:\60284018\100_contract\amendment #5\authorization_to_proceed_amend_5.docx

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

L:\group\env\Contracting\Stevens_Point\Commercial_Terms_2012_T&M_Multiplier_5912.docx

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
L:\group\env\Contracting\Stevens_Point\General_Conditions_Environment_5912.docx

DOCUMENT NO.

WARRANTY DEED

THIS INDENTURE, made by the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT**, n/k/a the **Redevelopment Authority of the City of Stevens Point**, a separate body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Wisconsin, of Portage County, Wisconsin, Grantor, hereby conveys and warrants to the **CITY OF STEVENS POINT**, a municipal corporation, Grantee, the following tract of land in Portage County, State of Wisconsin:

See attached Legal Description.

Subject to restrictions, covenants and easements of record.

NAME AND RETURN ADDRESS

John V. Moe, Clerk
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

Part of 281-2408-32-2029-65
and Part of 281-2408-32-2029-66
PARCEL IDENTIFICATION NUMBER

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by **JOHN J. SCHLICE**, its Chairperson, and countersigned by **MICHAEL R. OSTROWSKI**, its Executive Director, at Stevens Point, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 2016.

Community Development Authority,
n/k/a Redevelopment Authority
of the City of Stevens Point,

COUNTERSIGNED:

_____(SEAL)
JOHN J. SCHLICE, Chairperson

_____(SEAL)
MICHAEL R. OSTROWSKI, Executive Director

State of Wisconsin)
)ss
Portage County)

Personally came before me this _____ day of _____, 2016, John J. Schlice, Chairperson, and Michael R. Ostrowski, Executive Director, of the above named Body, Politic and Corporate, to me known to be the persons who executed the foregoing instrument, and to me known to be such Chairperson and Executive Director of said Body, Politic and Corporate, and acknowledged that they executed the foregoing instrument as such officers of said Body, Politic and Corporate, by its authority.

THIS INSTRUMENT WAS DRAFTED BY

Andrew Logan Beveridge, City Attorney
1515 Strongs Avenue
Stevens Point, WI 54481

BECKY KALATA
Notary Public, Portage County, Wisconsin
My commission expires 12/1/2017.

Legal Description

Third Street – Part of Tax Parcel No. 281-2408-32-2029-65 & 281-2408-32-2029-66

That part of vacated Third Street document number 378930 of Valentine Brown's Addition to the City of Stevens Point, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of said Northeast Quarter of the Northwest Quarter 1,165.33 feet; thence South 00 degrees 07 minutes 18 seconds East 584.24 feet to the southeast corner of said vacated Third Street and CenterPoint Drive, and the **point of beginning**; Thence South 01 degree 16 minutes 05 seconds West along the east right-of-way line of said vacated Third Street 379.57 feet; thence North 89 degrees 39 minutes 59 seconds West 7.79 feet; thence North 00 degrees 21 minutes 08 seconds East 92.50 feet; thence North 89 degrees 42 minutes 06 seconds West 21.01 feet; thence North 00 degrees 13 minutes 59 seconds East 8.05 feet; thence North 89 degrees 39 minutes 45 seconds West 19.58 feet to the west right-of-way line of said vacated Third Street, and the southeast corner of Lot One of Portage County Certified Survey Map No. 10287-46-17; thence North 01 degree 16 minutes 05 seconds East along said west right-of-way line of vacated Third Street and the east line of said Lot One a distance of 260.28 feet; thence North 88 degrees 07 minutes 00 seconds West along the north line of said Lot One a distance of 12.00 feet; thence North 01 degree 16 minutes 05 seconds East along said east line of Lot One a distance of 19.00 feet to the south right-of-way line of said CenterPoint Drive; thence South 88 degrees 07 minutes 00 seconds East along said south right-of-way line 12.00 feet to the southwest corner of said vacated Third Street and CenterPoint Drive; thence South 89 degrees 21 minute 54 seconds East 50.00 feet the southeast corner thereof, and **the point of beginning** and there terminating.

Said parcel contains 15,218 square feet (0.349 acres).

Strongs Avenue – Part of Tax Parcel No. 281-2408-32-2029-65 & 281-2408-32-2029-66

That part of Lots 10, 11, 12, 13, 14, and 15 of Block 29, and part of Lots 10, 11, 16, and 17 of Block 32, and part of vacated College Avenue document number 380289 of Valentine Brown's Addition to the City of Stevens Point, located in the Northeast Quarter of the Northwest Quarter of Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 32; thence South 89 degrees 52 minutes 42 seconds West along the north line of said Northeast Quarter of the Northwest Quarter 682.24 feet; thence South 00 degrees 07 minutes 18 seconds East 599.18 feet to the south right of way line of CenterPoint Drive and the **point of beginning**; thence South 45 degrees 18 minutes 49 seconds West 21.23 feet to the northerly extension of the west property line of lands recorded with the Portage County Register of Deeds as Document Number 690352 also being the outside exterior surface of the building wall (herein referred to as the building wall); thence South 00 degrees 21 minutes 05 seconds West along said building wall 287.97 feet; thence South 46 degrees 52 minutes 05 seconds East along said building wall 9.68 feet; thence South 89 degrees 37 minutes 33 seconds East along said building wall 79.59 feet; thence South 00 degrees 26 minutes 06 seconds West 242.35 feet to the north right of way line of Main Street; thence North 89 degrees 47 minutes 18 seconds West along said north right of way line 60.00 feet; thence North 00 degrees 26 minutes 06 seconds East 182.52 feet to a line 60.00 feet south of and parallel with said building wall; thence North 89 degrees 37 minutes 33 seconds West along said parallel line 86.61 feet to the southerly extension of a line 60.00 feet west of and parallel with said building wall; thence North 00 degrees 21 minutes 05 seconds East along said parallel line 354.41 feet; thence North 44 degrees 41 minutes 55 seconds West 21.25 feet to the south right of way line of said CenterPoint Drive; thence South 89 degrees 43 minutes 27 seconds East along said south right of way line 90.04 feet to **the point of beginning** and there terminating.

Said parcel contains 38,563 square feet (0.885 acres).

Document Number	DUMPSTER AND PARKING LICENSE AGREEMENT	Document Title
<p>This Parking Agreement (“Agreement”) is made by and among JLP Enterprises, LLC (“JLP”) and the Redevelopment Authority of the City of Stevens Point (“RA”), as of the ____ day of June, 2016 (“Effective Date”).</p>		<p>Recording Area Name and Return Address: Michael Ostrowski Executive Director Redevelopment Authority 1515 Strongs Avenue Stevens Point, WI 54481 PIN:</p>

RECITALS

- A. RA owns certain property adjacent to the 1052 Main Street, Stevens Point, WI 54481 (“JLP Property”) that will be used as a public parking lot (“RA Parcel”). The RA Parcel is generally depicted on the attached Exhibit A.
- B. JLP desires to utilize seven (7) parking spaces on RA Parcel, requiring this Agreement.
- C. RA is willing to join in this Agreement and grant certain occupancy limitations on RA Parcel to JLP, based on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, JLP and RA, in consideration of the covenants herein contained, the receipt and sufficiency of which is hereby mutually acknowledged by each party hereto, do hereby covenant and agree as follows:

- 1. GRANT OF LICENSE.
 - a. RA hereby grants to JLP an exclusive license and right of use of portions of the RA Parcel depicted in Exhibit A (the “Licensed Area”) for parking purposes. Such license area is for seven (7) parking spaces.
 - b. RA further grants to JLP a right to enter upon other portions of the RA Parcel for the purpose of accessing such parking spaces from time to time.

c. JLP acknowledges that any improvements identifying parking spaces for JLP's sole use shall be at the sole expense of JLP, and if this Agreement is terminated for any reason, JLP shall not be compensated for the cost of such improvements and/or any loss.

d. The license herein granted shall be at the sole and unfettered discretion of the RA, and may be revoked or terminated with a one (1) year notice to JLP, unless JLP is in default of this Agreement, then this Agreement may be terminated with a thirty (30) day notice if such default is not cured by JLP.

2. REFUSE AND RECYCLING. JLP agrees to maintain and operate the dumpster enclosure area identified in Exhibit A ("Enclosure"). The following terms apply to JLP's obligations under this paragraph:

a. JLP shall execute a contract for recycling and disposal services for the removal of refuse and recyclable materials from the Enclosure on a as needed basis.

b. JLP shall keep the area in and around the Enclosure free of debris.

c. JLP shall not have the exclusive right to use the Enclosure. It shall act as the RA's agent for executing and administering contract with other businesses in the general vicinity of the Enclosure which wish to utilize the Enclosure for disposal of waste and recyclables.

d. JLP shall have the right to charge other businesses for use of the structure, but such charge shall not exceed the actual costs incurred by JLP for carrying out its responsibilities under this paragraph by more than ten (10) percent.

3. DEFAULT. In the event JLP fails or refuses to keep and perform any of the terms, covenants, or conditions herein required of JLP and such default is not cured within thirty (30) days after the RA gives JLP written notice of such default, then JLP shall be deemed "Default" under the terms of this Agreement. Provided, however, if the Default cannot reasonably be cured within thirty (30) days, then JLP shall be deemed to have complied with such notice so long as it has commenced to comply with the notice within the period set forth in the notice and thereafter is proceeding to cure the Default with all possible diligence. Upon the occurrence of a Default, the RA may declare this Agreement terminated and institute action to expel JLP from the premises. In such event, JLP shall pay to the RA a sum sufficient to restore the Enclosure to a clean and well maintained state. Furthermore, the RA shall be permitted any other right or remedy allowed to it by law.

4. LIABILITY. JLP shall not be responsible for the costs of repairing any damage to items located within the Licensed Premises unless caused by its own negligence. RA shall indemnify and hold JLP harmless from any claims, actions, and liabilities arising from any injury that may occur on the Licensed Premises, unless and only if caused by the wrongful act or gross negligence of an employee or other agent of JLP.

5. ASSIGNMENT AND SUBLETTING. JLP shall not assign or transfer this Agreement, and shall not sublease all or a portion of the Licensed Area without the RA's prior written consent, which consent shall be at the sole and unfettered discretion of the RA.

6. TERM. The Term of this agreement shall be for a period of two (2) years and from thereafter be renewable for subsequent two-year terms upon mutual agreement of JLP and the RA.

7. MISCELLANEOUS.

a. If any term or condition of this Agreement or part thereof is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

b. This Agreement may only be further modified or amended by written instrument, signed by all parties hereto.

c. This Agreement shall be construed under the laws of the State of Wisconsin.

8. NOTICE. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be given by personal delivery or mailed to the address designated below, or such other address as they may designate in writing, mailed by registered or certified mail, return receipt requested, with postage prepaid. Notices shall be deemed effective when personally delivered or when deposited in the United States mail in the manner described above.

If to the RA: Redevelopment Authority
 Attn: Executive Director
 1515 Strongs Avenue
 Stevens Point, WI 54481

If to JLP: JLP Enterprises, LLC
 Attn: Mike Beacom
 1052 Main Street
 Stevens Point, WI 54481

This Agreement is made as of the Effective Date.

JLP:
JLP Enterprises, LLC

By: _____
_____, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this ____ day of June, 2016, the above-named _____, as a member of JLP Enterprises, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Public, Wisconsin
My Commission expires _____.

[ADDITIONAL SIGNATURES/ACKNOWLEDGMENTS ON FOLLOWING PAGES]

RA:
REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

By: _____
John J. Schlice, Chairman

Attest: _____
Michael R. Ostrowski, Executive Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this ____ day of June, 2016, the above-named John J. Schlice and Michael R. Ostrowski, as the Chairman and Executive Secretary of the Redevelopment Authority of the City of Stevens Point, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.

Becky Kalata
Notary Public, Wisconsin
My Commission expires December 1, 2017.

8 0 3 4 9 9 9
Tx:4027898

796851

CYNTHIA A. WISINSKI
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
06/23/2014 12:10 PM

REC FEE: 30.00
PAGES: 6
FEE EXEMPT:

**DUMPSTER AND PARKING
LICENSE AGREEMENT**

Document Number

Document Title

This Parking Agreement ("Agreement") is made by and among JLP Enterprises, LLC ("JLP") and the Redevelopment Authority of the City of Stevens Point ("RA"), as of the 15th day of June, 2014 ("Effective Date").

Recording Area

Name and Return Address:

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

PIN:

RECITALS

- A. RA owns certain property adjacent to the 1052 Main Street, Stevens Point, WI 54481 ("JLP Property") that will be used as a public parking lot ("RA Parcel"). The RA Parcel is generally depicted on the attached Exhibit A.
- B. JLP desires to utilize seven (7) parking spaces on RA Parcel, requiring this Agreement.
- C. RA is willing to join in this Agreement and grant certain occupancy limitations on RA Parcel to JLP, based on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, JLP and RA, in consideration of the covenants herein contained, the receipt and sufficiency of which is hereby mutually acknowledged by each party hereto, do hereby covenant and agree as follows:

1. GRANT OF LICENSE.

a. RA hereby grants to JLP an exclusive license and right of use of portions of the RA Parcel depicted in Exhibit A (the "Licensed Area") for parking purposes. Such license area is for seven (7) parking spaces.

b. RA further grants to JLP a right to enter upon other portions of the RA Parcel for the purpose of accessing such parking spaces from time to time.

c. JLP acknowledges that any improvements identifying parking spaces for JLP's sole use shall be at the sole expense of JLP, and if this Agreement is terminated for any reason, JLP shall not be compensated for the cost of such improvements and/or any loss.

d. The license herein granted shall be at the sole and unfettered discretion of the RA, and may be revoked or terminated with a one (1) year notice to JLP, unless JLP is in default of this Agreement, then this Agreement may be terminated with a thirty (30) day notice if such default is not cured by JLP.

2. REFUSE AND RECYCLING. JLP agrees to maintain and operate the dumpster enclosure area identified in Exhibit A ("Enclosure"). The following terms apply to JLP's obligations under this paragraph:

a. JLP shall execute a contract for recycling and disposal services for the removal of refuse and recyclable materials from the Enclosure on a as needed basis.

b. JLP shall keep the area in and around the Enclosure free of debris.

c. JLP shall not have the exclusive right to use the Enclosure. It shall act as the RA's agent for executing and administering contract with other businesses in the general vicinity of the Enclosure which wish to utilize the Enclosure for disposal of waste and recyclables.

d. JLP shall have the right to charge other businesses for use of the structure, but such charge shall not exceed the actual costs incurred by JLP for carrying out its responsibilities under this paragraph by more than ten (10) percent.

3. DEFAULT. In the event JLP fails or refuses to keep and perform any of the terms, covenants, or conditions herein required of JLP and such default is not cured within thirty (30) days after the RA gives JLP written notice of such default, then JLP shall be deemed "Default" under the terms of this Agreement. Provided, however, if the Default cannot reasonably be cured within thirty (30) days, then JLP shall be deemed to have complied with such notice so long as it has commenced to comply with the notice within the period set forth in the notice and thereafter is proceeding to cure the Default with all possible diligence. Upon the occurrence of a Default, the RA may declare this Agreement terminated and institute action to expel JLP from the premises. In such event, JLP shall pay to the RA a sum sufficient to restore the Enclosure to a clean and well maintained state. Furthermore, the RA shall be permitted any other right or remedy allowed to it by law.

4. LIABILITY. JLP shall not be responsible for the costs of repairing any damage to items located within the Licensed Premises unless caused by its own negligence. RA shall indemnify and hold JLP harmless from any claims, actions, and liabilities arising from any injury that may occur on the Licensed Premises, unless and only if caused by the wrongful act or gross negligence of an employee or other agent of JLP.

5. ASSIGNMENT AND SUBLETTING. JLP shall not assign or transfer this Agreement, and shall not sublease all or a portion of the Licensed Area without the RA's prior written consent, which consent shall be at the sole and unfettered discretion of the RA.

6. TERM. The Term of this agreement shall be for a period of two (2) years and from thereafter be renewable for subsequent two-year terms upon mutual agreement of JLP and the RA.

7. MISCELLANEOUS.

a. If any term or condition of this Agreement or part thereof is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

b. This Agreement may only be further modified or amended by written instrument, signed by all parties hereto.

c. This Agreement shall be construed under the laws of the State of Wisconsin.

8. NOTICE. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be given by personal delivery or mailed to the address designated below, or such other address as they may designate in writing, mailed by registered or certified mail, return receipt requested, with postage prepaid. Notices shall be deemed effective when personally delivered or when deposited in the United States mail in the manner described above.

If to the RA: Redevelopment Authority
 Attn: Executive Director
 1515 Strongs Avenue
 Stevens Point, WI 54481

If to JLP: JLP Enterprises, LLC
 Attn: Mike Beacom
 1052 Main Street
 Stevens Point, WI 54481

This Agreement is made as of the Effective Date.

JLP:
JLP Enterprises, LLC

By: 
Mike Beacon, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this 18th day of June, 2014, the above-named Mike Beacon, as a member of JLP Enterprises, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



Notary Public, Wisconsin
My Commission expires 2/1/17.

[ADDITIONAL SIGNATURES/ACKNOWLEDGMENTS ON FOLLOWING PAGES]

**RA:
REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT**

By: 

Andrew J. Halverson, Chairman

Attest: 

Michael R. Ostrowski, Executive Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF PORTAGE)

Personally came before me this 18th day of June, 2014, the above-named Andrew J. Halverson and Michael R. Ostrowski, as the Chairman and Executive Secretary of the Redevelopment Authority of the City of Stevens Point, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.



Becky Karata
Notary Public, Wisconsin
My Commission expires December 1, 2013. 2017

EXHIBIT A

**DEPICTION OF LICENSED AREA AND
DEPICTION OF REFUSE AND RECYCLING CORRAL AREA**

