

**FINANCE COMMITTEE
JANUARY 14, 2013 AT 6:49 P.M.
LINCOLN CENTER – 1519 WATER STREET**

PRESENT: Alderpersons Beveridge, R. Stroik, Slowinski and M. Stroik

EXCUSED: Alderperson O'Meara

ALSO

PRESENT: Mayor Halverson; C/T Schlice; City Attorney Molepske; Clerk Moe;
Ald. Moore, Suomi, Patton, Phillips; Directors Lemke, Schrader, Ostrowski,
Schatschneider, McGinty; Asst. Police Chief Skibba; Fire Chief Kujawa;
Deputy C/T Freeberg; Human Resource Manager Jakusz; Kelley Pazdernik;
Sharon Patoka; Brandi Makuski; Steve Lindsley; Kevin Lin; Matthew Brown;
Larry Lee; Corey Ladick; Barb Jacob; Mary Ann Laszewski; Brian Woznicki;
Jackie Osowski; Jeffrey May; Krista Mendyke

ITEM #1 – AGREEMENT FOR ASSESSMENT MAINTENANCE SERVICE WITH JAMES R. SIEBERS.

C/T Schlice stated we are awaiting the insurance certificate but he is expecting it before Council.

Ald. R. Stroik made a motion, seconded by Ald. Slowinski to accept the agreement for assessment maintenance service with James R. Siebers.

Ald. Beveridge questioned if we need to add to page 1, #4, "including but not limited to" after practices for the following functions. Ald. R. Stroik agreed and amended his motion.

Motion made by R. Stroik, seconded by Ald. Slowinski to accept the agreement for assessment maintenance service with James R. Siebers with #4 on page 1 to be changed to include "including but not limited to" after practices for the following functions.

Ayes: All Nays: None Motion carried.

ITEM #2 – AUTHORIZATION TO HIRE EHLERS FOR AMENDING TID 6.

C/T Schlice stated Ehlers stated they would combine this with the creation of TID 9 for \$9,500, saving money by consolidating the process.

Ald. R. Stroik made a motion to deny the authorization to hire Ehlers for amending TID 6. (Motion died due to no second.)

Ald. Slowinski questioned whether or not Edgewater Manor is currently part of TID 6. He questioned if the actions taken at the meetings last week were still moving forward or does the sale depend on becoming part of the TIF district.

Mayor Halverson replied that what the CDA did is authorize the sale of that property for \$800,000 to the Seramur Family Limited Partnership and as a part of that sale, there is a developers agreement that relates to TIF incentives. He stated that the two are somewhat intertwined, so for the current arrangement and the current deal that was accepted by the CDA to continue, the TIF would have to be amended, the property would have to come into the TID and the developer's agreement would have to be approved.

Ald. Slowinski questioned who currently owns Edgewater Manor. Mayor Halverson replied the Community Development Authority.

Mayor Halverson stated that we are allowed one more amendment to this particular district. The first amendment was used when the Mall was taken out of the downtown TIF district to mitigate the loss to the larger tax base through the City and the County. We then put it back in to the district to recoup the value as the center section redevelops. We are looking at amending this district from a variety of different perspectives. The amendment that we will be proposing is not only exclusively the Edgewater Manor, it will go down Water Street and take into account and absorb the vacant property that is adjacent to the NewPage Paper Mill as well as the old Vetter Manufacturing site. There is a tremendously larger impact to this amendment than just Edgewater so it will speak to more increment generation as well. He went on to state that his perspective is that regardless of how, whom or what the final decision on Edgewater ends up being, the City would be making a huge mistake by not placing that property into the TIF district, regardless of whether the incentives are ultimately used.

Brian Wozniak, 2941 Blaine Street, stated he felt it would be more beneficial, since this is our last amendment, to wait to amend the TID until we have a sale that is agreed upon by the Council.

Mary Ann Laszewski, 1209 Wisconsin Street, spoke against amending the TID as she feels it is not legally qualified and fears we could be prosecuted. She also objects to the 20 parking places that are being provided, apparently at no cost, to the property owner.

Ald. R. Stroik stated that after relooking at his agenda and notes, it does not state anywhere that this would include more than Edgewater Manor and feels it was a misleading comment.

Ald. Slowinski agreed with Ald. Stroik, stating there is nothing in the packet about the TID including more than Edgewater Manor.

Ald. Slowinski made a motion, seconded by Ald. R. Stroik to deny the authorization to hire Ehlers for amending TID 6.

Barb Jacob, 1616 Depot, stated she agrees with Ald. Slowinski and Ald. R. Stroik that it does not state anywhere about the TID including any other properties. She spoke against amending the TID as she does not feel everything should be in a TID and feels the public should be provided with more details, not bits and pieces of information.

Ald. Beveridge clarified what TID's are. There is a false notion that when a property is put into a TID, the property taxes paid for by the owners of that property that normally go to the school district, the City, the County, etc., are redirected to the TID. What it means is future increases during the life of the district on the amount of property taxes paid on that property go into the TID. In the case of Edgewater, it is unique because it is being entered as a value of zero so all the taxes paid on it would go into the TID. If the TID was amended to expand to other properties that currently have a value on the tax roll, it would not work the same way. The amount of property taxes paid for by those property owners would be distributed the same, it would just mean that if their taxes went up in the future as the result of real estate, market changes or redevelopment in the case of something like the Vetter site, that increase would be directed into the TID.

Mayor Halverson wanted to clarify that when the process starts to amend a TID, there is a timelines of processes that need to be done. The Common Council will review the boundaries of the district as part of the timeline. All of the boundary definitions and all the specifics are provided as the timeline allows, this is just to commence the process. This is not the time to not commence the process but rather start the process whether or not the potential boundaries could possibly change in the future.

Jeff May, 21 Oakcrest, stated he is not happy with the City and feels it was not fair that the City did not market the building. He also spoke on being strongly against any TID inclusion.

Ald. Slowinski withdrew his motion based on the fact that he believed the information provided in the packet stated that by approving the amendment, it would automatically include Edgewater Manor.

Motion made by Ald. Slowinski, seconded by Ald. M. Stroik to approve the authorization to hire Ehlers for amending TID 6.

Ayes: Ald. Slowinski, Beveridge and M. Stroik Nays: R. Stroik Motion carried.

ITEM #3 – CONSIDERATION AND ACTION ON EDGEWATER MANOR DEVELOPMENT AGREEMENT.

C/T Schlice stated he handed out an addendum, which shows the revenue bond, to the Alderpersons as it was not included in the packet.

Ald. Beveridge stated that a new offer to purchase was presented to the Alderpersons before the meeting tonight from KJM Properties LLC.

Mayor Halverson replied that he had the offer to purchase handed to him by staff of the Anderson Law Firm this afternoon, along with a check in the amount of \$10,000 for earnest money, which was given to the City Treasurer to put into the vault. The offer includes a letter from Attorney Flugaur, who is representing Mrs. Mendyke, with an offer to purchase the property in the amount of \$1,005,050 for the Edgewater property, along with the exact same developer's agreement that was provided by the Seramur Family Partnership. The inclusion in the addendum is that the only differences would be that the buyer and seller agree to split the cost to perform Phase I Environmental Assessment of the property (which is \$3,000), they shall attempt to accommodate the current tenants during remodeling and they will maintain the current rent for the existing tenants in 2013 in the amount of \$530.00 (which includes heat and domestic hot water). He recommends not taking any action and let the CDA take sealed bids for the next 3 weeks on the property. Anyone would have the opportunity to respond to the RFP, which would list what the CDA's expectations are going to be.

Motion made by Ald. Slowinski, seconded by Ald. M. Stroik to deny the consideration and action on Edgewater Manor Development Agreement.

Mary Ann Laszewski, 1209 Wisconsin Street, stated she would like some honest answers about how the application process is being handled for potential new residents at Edgewater. She stated that an appraisal of these apartments can be distorted by cash flow, and occupancy and can also affect the ability to be marketed. She stated this is taxpayer owned property and that Mr. Seramur had an unfair advantage by purchasing the property next door. She does not like that others were not allowed to bid on the property and how everything is being done behind closed doors and under the table. She wants the trust between City staff and the taxpayers restored before this project goes any further.

Jeff May, 21 Oakcrest, suggested to alleviate any problems in the future, that any property that the City has for sale should be put on the front page of the City's website so people can see it and also would help get the best return for the City.

Brian Woznick, 2941 Blaine Street, questioned why the CDA meetings are closed to the public. Ald. Beveridge replied that the CDA, under State Statute for certain types of discussions can enter into closed session. The discussion of selling potential real estate to a private party is one of those. When the CDA decides to enter into closed session, it is usually because there are going to be issues discussed that the private party wants to remain confidential.

Brian Woznick questioned if there is a reason why they do not disclose why it is in closed session. Mayor Halverson replied that the agenda item specifically states 19.85(e), which explains why it is in closed session.

Brian Wozniak then questioned if there is any reason why City cannot divulge the income from Edgewater versus the expenses to educate the public as to advantages or disadvantages on selling the property. Mayor Halverson replied that it has already been disclosed as it is public record and is available to the public. Mr. Wozniak then stated it needs to be more readily available and maybe situations like this could be avoided in the future.

Barb Jacob, 1616 Depot Street, stated her hope is that we are going to do some marketing on this property as she believes it is worth more \$800,000. She does not want to sell the City and taxpayers short.

Ald. R. Stroik stated that for the record, he is not opposed to TIF's. His record of 10 years on the Council shows he has been 95% supportive, even though he was chastised because he picked out one project that did not look right and unfortunately was publically criticized for it. He stated that he tends to believe that the administration has got the best interests of the taxpayers at heart when they are making these decisions and he simply questioned it at the meeting last week and did not feel it was handled appropriately. He went on to state that he does his homework and believes that 95% of what has been approved for TID's are good projects and they help the City move forward and make money. In the right aspect, the Edgewater Manor sale can do the same, getting it out of the City's ownership and into a developer that has looked at and truly made an offer would be in the best interest of Stevens Point.

Ayes: All Nays: None Motion carried.

ITEM #4 – 2013 GENERAL OBLIGATION NOTE PROPOSALS.

Ald. Beveridge stated the bids from 4 different financial institutions was handed out at the beginning of the meeting and Chase Bank is the lowest bidder at 1.490%, which would make the interest a total of \$278,071.25 on \$3,250,000.

C/T Schlice stated we picked a good time to go with this borrowing as the rates are good.

Motion made by Ald. Slowinski, seconded by Ald. R. Stroik to approve the 2013 General Obligation Note proposal from Chase Bank at an interest rate of 1.490%.

Ayes: All Nays: None Motion carried.

ITEM #5 – APPROVAL OF PAYMENT OF CLAIMS.

Motion made by Ald. R. Stroik, seconded by Ald. Beveridge to approve the payment of claims in the amount of \$2,218,862.15.

Ayes: All Nays: None Motion carried.

Adjournment at 7:37 P.M.

**TAX INCREMENT BOND
UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF PORTAGE
CITY OF STEVENS POINT**

**TAX INCREMENT PROJECT REVENUE BOND
(1450 WATER STREET PROJECT)**

<u>Number</u>	<u>Rate</u>	<u>Date of Original Issue</u>	<u>Total Amount of Principal and Interest</u>
			\$300,000.00

FOR VALUE RECEIVED, the City of Stevens Point, Portage County, Wisconsin (the "City"), promises to pay to **Seramur Family Limited Partnership, a Wisconsin Limited Partnership**, or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, principal and interest in the total sum of **Three Hundred Thousand Dollars (\$300,000.00)**.

An installment of principal and interest shall be payable on November 1 ("the Bond Payment Date") in each year, commencing in the year **####**, provided the City has received by that date full payment of all real and personal property taxes due to be paid with respect to property owned in the City by **Seramur Family Limited Partnership** in that year. The amount of the annual payment of principal and interest due on each Bond Payment Date shall equal the amount of the Residual Tax Increment Revenues (as herein after defined) received in that calendar year. The interest portion of each Bond Payment shall be calculated at an interest rate of **#.##%** per annum. Total payments of principal and interest hereunder shall not exceed the sum of **Three Hundred Thousand Dollars (\$300,000.00)**.

The final Bond Payment Date (the "Final Bond Payment Date") shall be the Bond Payment Date in the year **####**.

This Bond has been issued to finance projects which are a part of the City's economic development project utility, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund." This Bond is issued pursuant to a resolution adopted on , by the Common Council of the City, and a Development Agreement effective as of **Date**, between the City and **Seramur Family Limited Partnership** (the "Development Agreement"). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. The principal and interest on this Bond shall be payable solely from Tax Increment Revenues (as defined in the Development Agreement).

Tax Increment Revenues shall be applied (i) first, to project costs, including costs of administration, incurred by City in connection with the Development (as defined in the Development Agreement) and for which no funds were borrowed; (ii) second, to the payment of principal and interest

due on City obligations issued to fund Public Improvements (as defined in the Development Agreement) if any; and (iii) third, the remaining amount (the "Residual Tax Increments") shall be applied to the payment of principal and interest due on the Bond Payment Date.

If on any Bond Payment Date there shall be insufficient Revenues appropriated to pay the principal and interest due on this Bond, the amount due but not paid shall accumulate and be payable, without interest, on the next Bond Payment Date until the Final Bond Payment Date. The City shall have no obligation to pay any amount of principal or interest on this Bond which remains unpaid after the Final Bond Payment Date, and the owner of this Bond shall have no right to receive payment of such amounts.

If for any reason the City's Tax Increment District **No. 6** terminates prior to the Final Bond Payment Date and there remain amounts outstanding and unpaid on the Bond, then the remaining balance of the principal and interest of the Bond shall be deemed paid in full, it being understood that upon such termination of the City's Tax Increment District **No. 6**, the obligation of the City to make any further payments of principal and interest on the Bond shall also terminate, and the owner of the Bond shall have no right to receive payment of such amounts.

The City makes no representation or covenant, express or implied, that the Tax Increment Revenues or other revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation by the Common Council of Tax Increment Revenues or other amounts to make payments due on this Bond and shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel the Development Agreement, the City shall have no further obligation under this Bond whatsoever.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City of Stevens Point, Wisconsin; neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Bond, and no property or other asset of the City, except the above-referenced Tax Increment Revenues, is or shall subject to appropriation be a source of payment of the City's obligations hereunder.

This Bond may be transferred or assigned only with the consent of the City. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

To the extent there exists any inconsistencies between the terms and conditions of the

Development Agreement and this Bond, the terms and conditions herein shall control.

IN WITNESS WHEREOF, the Common Council of the City of Stevens Point, Portage County, Wisconsin, has caused this Bond to be signed on behalf of said City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF STEVENS POINT,
PORTAGE COUNTY, WISCONSIN

By: _____
Mayor

By: _____
City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of Stevens Point, Portage County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>

ANDERSON**O'BRIEN**

BERTZ, SKRENES & GOLLA

ATTORNEYS SINCE 1886

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Stevens Point, WI 54481-0228
Fax: (715) 344-2892
Phone: (715) 344-0890
www.andlaw.com

Rick A. Flugaur
Attorney

E-mail: raf@andlaw.com

January 14, 2013

Mr. Andrew Halverson
Chairman, CDA of the City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

HAND DELIVERED

Mr. Michael Ostrowski
Executive Secretary, CDA of the City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

HAND DELIVERED

Mr. Louis J. Molepske
City Attorney
1515 Strongs Avenue
Stevens Point, WI 54481

HAND DELIVERED

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

HAND DELIVERED

In Re: Offer to Purchase Edgewater Manor
Our File: 26347

Dear All:

Our office represents KJM Properties, LLC and James and Krista Mendyke. Attached to each of your letters is a signed Commercial Offer to Purchase submitted on behalf of KJM Properties, LLC, a Wisconsin limited liability company owned solely by James and Krista Mendyke, for the purchase of the Edgewater Manor property.

Attached to the Commercial Offer to Purchase being delivered to Mr. Halverson is the check in the amount of \$10,000.00 for payment of the earnest money as required in the purchase agreement.

Mr. Andrew Halverson
Mr. Michael Ostrowski
Mr. Louis J. Molepske
Mr. John Moe
January 14, 2013
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My clients have decided to submit the attached Commercial Offer to Purchase because of their strong interest in acquiring this parcel which initially started in May or June of 2012.

In May or June of 2012 my clients were told by a gentleman from Ganther Contractors that the City or Community Development Authority may have an interest in selling Edgewater Manor. My clients met with Mr. Ostrowski at that time to determine whether the City was considering the sale of the property. Mr. Ostrowski informed them that they were not sure whether they would be selling the property and that they had requested a housing study to make a recommendation and then they would make a decision.

Later in the summer my clients were in contact with a local architect, Todd Grunwald, who proposed specific ideas for the Edgewater Manor property along with the Lullaby property. They also met with Mr. Grunwald and Mr. Ostrowski to discuss use possibilities pertaining to both the Edgewater Manor and Lullaby properties prior to the housing study being completed.

In August, my clients received a copy of the study which concluded that the property should not be sold so my clients assumed the City had decided not to sell the property. Admittedly, my clients did not contact the City at that time to verify their intentions.

My clients had no knowledge that the City was contemplating the sale of the property until they read about the sale in the Stevens Point Journal last Wednesday (January 9, 2012). Ms. Mendyke immediately called Mr. Halverson to ask why they had never been contacted. She told Mr. Halverson that they had a strong interest in purchasing the property and that she was willing to submit an offer to purchase on the same terms and conditions that the City was planning to approve, except that she increased the purchase price to \$1,000,000.00. She asked Mr. Halverson if she could submit the offer and he told her that he was "ethically bound to work with the Seramur family" and therefore he could not entertain any additional offers. Mr. Halverson did advise my client that if the sale to the Seramur family fell through for any reason that they would be in contact with my clients about making an offer on the property.

My clients proceeded to attend the CDA meeting the next day to request the sale of the property be tabled until other offers could be submitted by several interested developers. The request was denied.

Upon further advice and investigation, my clients have made the decision to submit the attached offer to show their substantial interest and commitment to this property. They believe that the acquisition of the property would be in the best interest of the community, not only

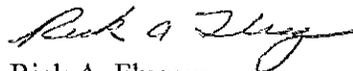
Mr. Andrew Halverson
Mr. Michael Ostrowski
Mr. Louis J. Molepske
Mr. John Moe
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because of the additional purchase price but also their intended long term use to continue the property as senior housing.

I hereby request that Mr. Moe provide a copy of this letter along with the Commercial Offer to Purchase to each of the Finance Committee Members in advance of tonight's meeting, as well as all the alderpersons on the City of Stevens Point Common Council.

Sincerely,

ANDERSON O'BRIEN
BERTZ, SKRENES & GOLLA


Rick A. Flugaur

RAF:lw 403398
enclosure

WB-15 COMMERCIAL OFFER TO PURCHASE

ATTORNEY
1 LICENSEE DRAFTING THIS OFFER ON January 14, 2013 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, KJM Properties, LLC, owned solely by James and Krista Mendyke

4 _____, offers to purchase the Property known as [Street Address] Edgewater Manor,
5 1450 Water Street (Tax Parcel 2408-32-2109-35) in the City _____

6 of Stevens Point _____, County of Portage _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 PURCHASE PRICE: One Million Five Thousand Fifty
9 _____ Dollars (\$ 1,005,050.00).

10 EARNEST MONEY of \$ 10,000.00 accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or
12 N/A

13 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: See attached Inventory.

16 _____
17 _____

18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____

20 NOT INCLUDED IN PURCHASE PRICE: Such records and items which are deemed public records and must be preserved by
21 the Community Development Authority (CDA) of the City of Stevens Point, together with any items not disclosed on the
22 attached inventory.

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.

25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 February 28, 2013. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.
32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____

39 Buyer's recipient for delivery (optional): _____
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number: _____

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 1515 Strongs Avenue, Stevens Point, WI 54481

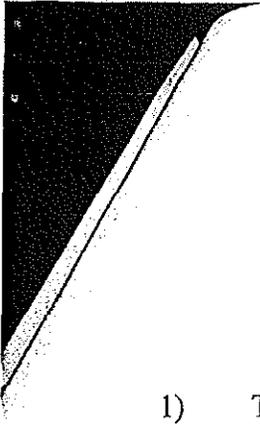
48 Delivery address for Buyer: 5538 Claret Court, Stevens Point, WI 54481

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____

54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.



Addendum to Offer to Purchase
Between KJM Properties, LLC
And the Community Development Authority of the City of Stevens Point
(Edgewater Manor)

- 1) The Edgewater Manor Development Agreement shall be in form and substance identical to the Development Agreement attached hereto with the exception of KJM Properties, LLC, a Wisconsin limited liability company, being the "Developer." This Commercial Offer to Purchase is subject to the approval of this agreement by all parties.
- 2) The Commercial Offer to Purchase is subject to the amendment of TID #6, and related incentives outlined in the Edgewater Manor Development Agreement.
- 3) Buyer and Seller agree to split the cost to perform a Phase 1 Environmental Assessment of the Property. The cost of such assessment is \$3,000.00.
- 4) Buyer shall attempt to accommodate the current tenants during remodeling.
- 5) Buyer agrees to maintain the current rent for the existing tenants in 2013 in the amount of \$530.00 including heat and domestic hot water.

2013A General Obligation Note Proposals

\$3,250,000

Bank	Interest Rate	Interest Total
Peoples Bank	1.800%	\$335,925.00
Citizens	2.300%	\$429,611.25
Chase	1.490%	\$278,071.25
Investors	2.340%	\$436,702.50