

**CITY OF STEVENS POINT  
SPECIAL COUNCIL MEETING**

**Zoom Teleconferencing**

**May 3, 2021  
7:00 PM**

**Meeting ID: 864 2437 5209 | Passcode: 726868**

**By Computer: <https://us02web.zoom.us>**

**By Phone: +1-312-626-6799 (US Chicago)**

**Agenda**

1. Roll Call.

**Consideration and Possible Action on the Following:**

2. Presentation and Public Hearing regarding the proposed application for the Community Development Block Grant – Coronavirus Program Funds for the repurposing and redevelopment of 1300 Maria Drive, Stevens Point, Wisconsin. The agenda for the public hearing will be as follows:
  1. Identification of total potential funds.
  2. Eligible CDBG activities.
  3. Presentation of identified community development needs.
  4. Identification of any community development needs by public.
  5. Presentation of activities proposed for CDBG application, including potential residential displacement.
  6. Citizen input regarding proposed and other CDBG activities.
3. Resolution - Request from the Portage County Health Care Center for a conditional use permit to construct an outdoor visitation area located at 825 Whiting Avenue (Parcel ID 281230805101103).
4. Mayoral Appointments:
  - Police and Fire Commission: Alderperson Mary Kneebone (re-appoint), term expiring 04-18-2022.
  - Municipal Court Oversight Committee: Alderperson Ginger Keymer (filling the unexpired term of Nebel).
5. Adjournment.

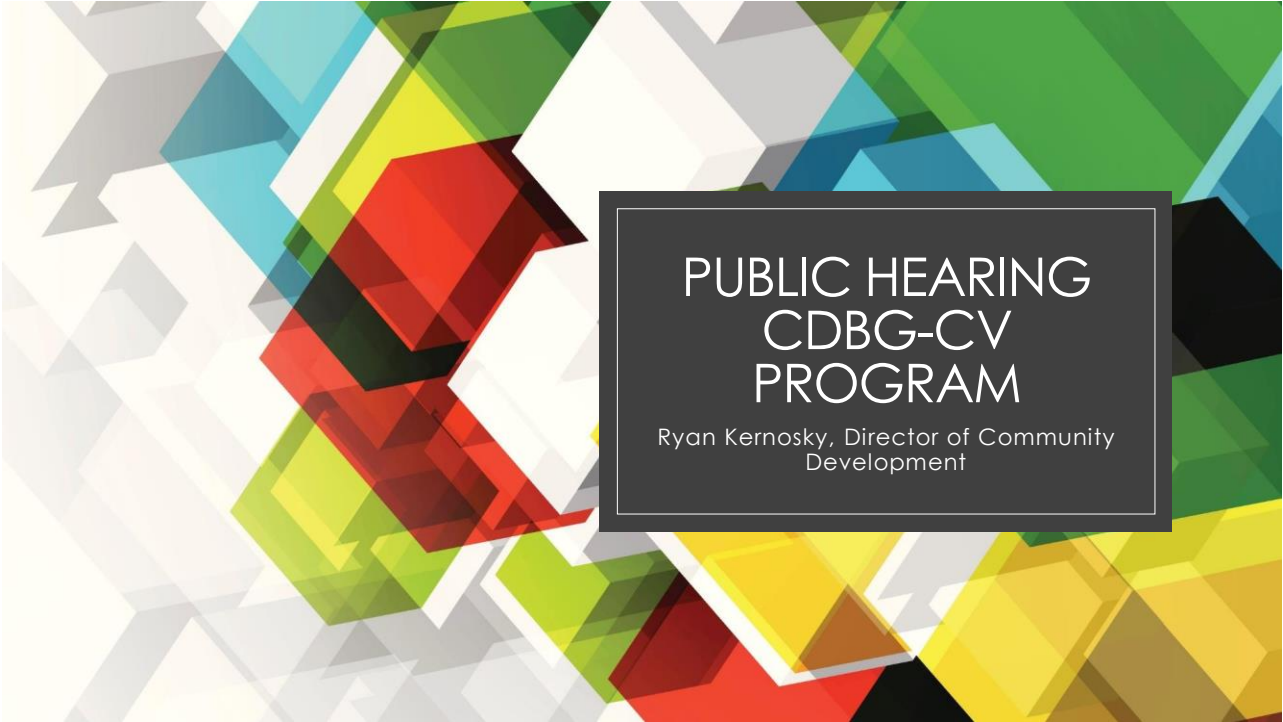
RMC – Revised Municipal Code

Persons who wish to address the Common Council may make a statement as long as it pertains to a **specific** agenda item. Persons who wish to speak on an agenda item will be limited to a five (5) minute presentation. Any person who wishes to address the

Common Council on a matter which is not on the agenda will be given a maximum of three (3) minutes and the time strictly enforced under the item, "Persons who wish to address the mayor and council on non-agenda items." Individuals should not expect to engage in discussion with members of the City Council and City staff.

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569 or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during the regular business hours from 7:30 A.M. to 4:00 P.M.



# PUBLIC HEARING CDBG-CV PROGRAM

Ryan Kernosky, Director of Community  
Development

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## Community Development Block Grant (CDBG) Overview

- Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, and urban counties.
- At least 70 percent of every grant must be expended for activities that benefit low- and moderate-income persons by providing housing, a permanent job, a public service, or access to new or significantly improved infrastructure. The remaining 30 percent may be used to eliminate slum or blighted conditions, or to address an urgent need for which the grantee certifies it has no other funding.
- Eligible activities include:
  - Public service activities
  - **Housing-related activities**
  - Public improvements and facilities
  - Activities to acquire real property
  - Economic development activities
  - General administrative and planning activities
- **Developers are not eligible for direct application for funds, CDBG funding is allocated to a municipality, and provided to the developer through a transfer agreement.**

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## Six Components of this Agenda

1. Identification of total potential funds
2. Eligible CDBG activities
3. Presentation of identified community development needs
4. Identification of any community development needs by public
5. Presentation of activities proposed for CDBG application, including potential residential displacement.
6. Citizen input regarding proposed and other CDBG activities

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## Additional Background

- CDBG is being applied for by the City for the redevelopment of the Convent property.
  - Herein referred to as "The Grove Apartments"
- Last week, WHEDA 4% HTC was awarded for this project – a major milestone in the redevelopment.
- Site plan & Conditional Use Permit was approved at the October 19, 2020 special Plan Commission and subsequent Common Council.
- This public hearing is only pertaining to the proposed application for additional funding through the WI-Dept. of Administration. Any comments pertaining to the land use or the development itself were already heard during the October 2020 meetings.



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## Additional Background Con't.

- The Grove Apartments are proposed to be low- to-moderate income senior and family housing.
- Phase I
  - The Historic Convent will be converted into 85 apartment units
  - Three additional townhomes will be constructed, comprised of 17 units.
- A City Park will be dedicated on the southeast corner (near Maria and Prentice Sts) to help preserve the historic white pines.



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## 1) Identification of total potential funds

- Total request for CDBG – CV funding is \$915,000.
  - \$206,482 for acquisition of the land.
  - \$708,518 for acquisition of the convent building.
- Other Project Funding:
  - Private Funds: \$19,390,307
  - UGLG (Unit of General Local Government Funding): \$2,250,000
  - Other Public Funds: \$585,000
- Total Funding for Project: \$23,140,307

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## 2) Eligible CDBG activities

- Eligible activities include:
  - Public service activities
  - **Housing-related activities**
  - Public improvements and facilities
  - Activities to acquire real property
  - Economic development activities
  - General administrative and planning activities

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## Eligible CDBG Activities Con't.

- **Many communities struggle with providing decent, safe and sanitary affordable rental housing to their residents.** CDBG funds can be used to **acquire**, rehabilitate or construct rental housing. There are tenant income requirements and rent restrictions for projects.
- CDBG funds may be used for acquisition of property for an eligible rental housing project. CDBG may also be used to rehabilitate rental housing.
- As outlined in the first section the total request for CDBG – CV funding is \$915,000.
  - \$206,482 for acquisition of the land.
  - \$708,518 for acquisition of the convent building.
- **CDBG application is consistent with the Housing-Related Requirements.**

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### 3) Presentation of identified community development needs

- Statistics
  - Recent data available from the US Department of Housing and Urban Development indicates that 34% of **all** households in the City are "cost burdened", paying more than 30% of income toward housing costs.
    - 77% of those households earning under 50% of AMI (\$36,600/yr family of four) are considered housing "cost burdened."
  - Cost burdened renters face difficult tradeoffs between paying for housing and other necessities like food, medical, school supplies, clothes etc. This tradeoff leads to a very low standard of living, health issues and lack of educational advancement for cost burdened households.
- Housing Goals in the Comprehensive Plan (2005 version)
  - Goal 1 - Strengthen Neighborhoods
    - Policy 6 - Create redevelopment programs that support reinvestment in existing properties.
    - Policy 7 - Create density goals and incentives, via zoning or other means, to promote infill development.
    - Policy 12 - Examine the different types of housing types that are currently available within the City to determine if they meet the desired housing types of future residents.
    - Policy 13 - Analyze regulatory barriers that prevent the desired housing types, and amend the municipal code to remove barriers and incorporate regulatory incentives to promote the desired housing types.

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### Presentation of identified community development needs con't.

- Housing Goals in the Comprehensive Plan (2005 version) Con't.
  - Goal 5 - Offer adequate supply of housing in the City.
    - Policy 43 - Analyze locations for the development of workforce housing in the city to create a balanced housing stock.
    - Policy 44 - Improve the dissemination of information electronically relating to workforce housing options.
    - Policy 47 - Review and modify existing regulatory documents to remove barriers that prevent a diversity of housing types (i.e. tiny homes, mother in law sweets, transient rentals).
    - Policy 48 - Create redevelopment programs that support reinvestment in existing properties.
- 2017 Housing Study
  - Policy Recommendation: Stevens Point needs to build new multifamily rental units, including more studio and one-bedroom units.
  - Policy Recommendation: The City should encourage townhome and zero lot line formats, especially where such units can fulfill an urban design objective.
  - Policy Recommendation: The City should be receptive to new senior and assisted living housing projects

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## 4) Identification of any community development needs by public

- Opportunity to provide additional information as it relates to community development needs, such as housing, to the Common Council.

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## 5) Presentation of activities proposed for CDBG application, including potential residential displacement.

- Acquisition of the Convent property is the driver of the CDBG application.
- Although at the peak of the convent, nearly 200 Sisters called the property 'home' dwindling population at the Convent has been an issue.
- At this time, minimal residents still reside at the convent, and are in the process of relocating out of state.
  - (<5 remain).

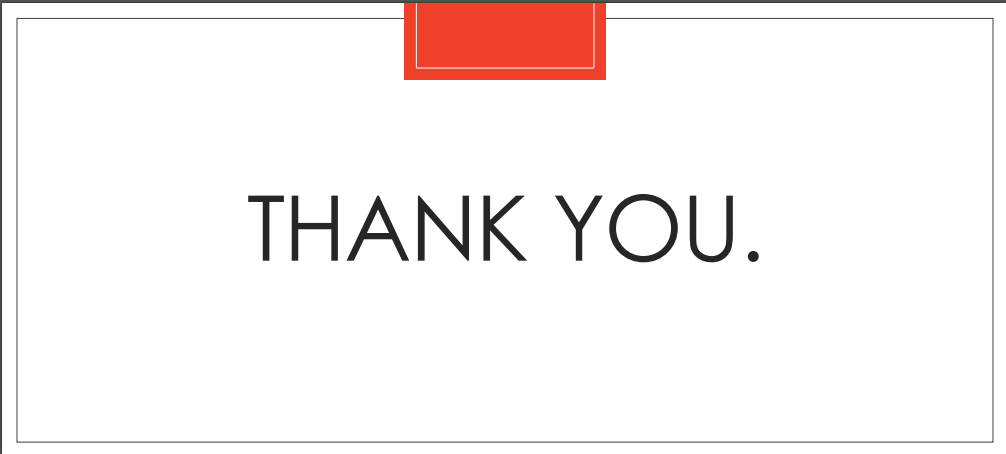


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## 6) Citizen input regarding proposed and other CDBG activities

- Opportunity for the public to provide additional information as it relates to the proposed CDBG activities.

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THANK YOU.

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**COMMUNITY DEVELOPMENT BLOCK GRANT  
SPECIAL PROJECT  
PROFILE**

**2020**

Division of Energy, Housing and Community Resources  
Bureau of Community Development

### **CDBG SPECIAL PROJECT CONTACT INFORMATION**

Mailing Address: Wisconsin Department of Administration  
Division of Energy, Housing and Community Resources  
Bureau of Community Development  
**ATTN: CDBG Special Projects**  
101 E. Wilson St., 9th Floor  
P.O. Box 7970  
Madison, WI 53707-7970

Telephone: Dave Pawlisch, Director  
Bureau of Community Development  
(608) 261-7538

Email: [DOACDBG@wisconsin.gov](mailto:DOACDBG@wisconsin.gov)

**Wisconsin Department of Administration  
Division of Energy, Housing and Community Resources**

**Community Development Block Grant  
Special Project Profile**

| SECTION 1 – PROJECT OVERVIEW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                              |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------|
| Unit of General Local Government (UGLG): Stevens Point                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                              |                                      |
| Project Title: The Grove Apartments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                              |                                      |
| CDBG Special Project<br>Request Amount: \$ 915,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Other Funding Source(s) Amount: \$22,225,301 | Total Project<br>Cost: \$ 23,140,301 |
| Brief Project Description: The proposed development consists of a three/four store elevator apartment building housing 85 one- and two-bedroom apartment units intended for senior occupancy and three additional two-story buildings that together will house 17 three-bedroom townhouse units intended for family occupancy. The former convent building was constructed in stages from 1901, 1915 and 1964. The convent building will be rehabilitated to include 85 one- and two-bedroom apartment units. Three proposed two-story buildings will house 17 three-bedroom townhouse units. |                                              |                                      |
| Anticipated Begin Date (MM/YY): 12/2021 Anticipated Completion Date (MM/YY): 12/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |                                      |

| SECTION 2 – LOCAL GOVERNMENT INFORMATION                                                                                       |                                  |                                        |                                 |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------|---------------------------------|
| <b>UNIT OF GENERAL LOCAL GOVERNEMENT (UGLG):</b><br>Stevens Point                                                              |                                  |                                        | Population: 26,717              |
| UGLG Type: <input checked="" type="checkbox"/> City                                                                            | <input type="checkbox"/> Village | <input type="checkbox"/> Town          | <input type="checkbox"/> County |
| Senate District #: 24                                                                                                          |                                  | County: Portage                        |                                 |
| Assembly District #: 71                                                                                                        |                                  |                                        |                                 |
| Joint Project? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, list other unit[s] of government): |                                  |                                        |                                 |
| Chief Elected Official (CEO) Mike Wiza                                                                                         |                                  | Title: Mayor                           |                                 |
| Clerk: Kari Yenter                                                                                                             |                                  | Title: City Clerk                      |                                 |
| Municipal Administrator (if applicable): n/a                                                                                   |                                  | Title: n/a                             |                                 |
| Treasurer/Finance Director: Corey D. Ladick                                                                                    |                                  | Title: Comptroller / Treasurer         |                                 |
| UGLG Street Address: 1515 Strongs Avenue                                                                                       |                                  |                                        |                                 |
| UGLG Mailing Address if different than above:                                                                                  |                                  |                                        |                                 |
| City: Stevens Point                                                                                                            | Zip: 54481                       | DUNS #: XXXXX                          |                                 |
| UGLG Phone: 715-346-1570                                                                                                       | UGLG Fax: XXXXXX                 | FEIN: XXXXX                            |                                 |
| UGLG E-Mail: XXXXX                                                                                                             |                                  | Clerk E-Mail: XXXXX                    |                                 |
| Chief Elected Official Signature:<br>                                                                                          |                                  |                                        | Date:                           |
| Special Project Administration Primary Contact Information                                                                     |                                  |                                        |                                 |
| Name: Joshua Hafron                                                                                                            |                                  | Title: Partner                         |                                 |
| Firm/Company/Entity: General Capital Development, LLC                                                                          |                                  |                                        |                                 |
| Mailing Address: 6938 North Santa Monica Boulevard                                                                             |                                  |                                        |                                 |
| Fox Point                                                                                                                      | State: WI                        | Zip: 53217                             |                                 |
| Phone: 414-228-3518                                                                                                            | Fax: 414-228-3700                | E-Mail: joshua@generalcapitalgroup.com |                                 |



| Current CDBG Assistance                                                                                   |                   |             |                              |               |
|-----------------------------------------------------------------------------------------------------------|-------------------|-------------|------------------------------|---------------|
| List currently open CDBG-PF, CDBG-ED, CDBG-PLNG, CDBG-PFED, CDBG-Housing and CDBG Special Project awards: |                   |             |                              |               |
| Project:                                                                                                  | Grant Agreement # | Award Date: | Performance Period End Date: | Award Amount: |
|                                                                                                           |                   |             |                              |               |
|                                                                                                           |                   |             |                              |               |
|                                                                                                           |                   |             |                              |               |
|                                                                                                           |                   |             |                              |               |

### SECTION 3 – INITIAL FUNDING ELIGIBILITY

Provide/Acknowledge the following to demonstrate initial funding eligibility. *Contact the Bureau of Community Development if any answer in this section is "No":*

Yes No

- |                                     |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. The UGLG is a non-entitlement community that does not receive CDBG funds directly from the Department of Housing and Urban Development (HUD).                                                                                                                                                                                                                                                                                                                                                                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. <i>Citizen Participation Plan</i> is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Documentation of the first public hearing notice, verifying that the notice was published (if required) and/or posted (if required) in accordance with the UGLG's <i>Citizen Participation Plan</i> in effect on the date of the first notice; and adequate advance notice was given for the public hearing in accordance with the UGLG's <i>Citizen Participation Plan</i> in effect on the date of the first notice, no less than 14 full days <b>or</b> no less than the equivalent of a Class 2 Notice, is attached. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. <i>Citizen Participation Public Hearing Certification</i> is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Public Hearing Meeting Minutes [with attendees listed in the Minutes or on separate sign-in sheet(s) provided] are attached.                                                                                                                                                                                                                                                                                                                                                                                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. <i>Authorizing Resolution to Submit a CDBG Special Project Profile</i> is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. <i>Statement of Assurances</i> is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. <i>Lobbying Certification</i> is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. <i>Potential Fair Housing Actions</i> checklist is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. The UGLG acknowledges that if the project is funded, the UGLG will be required to complete the environmental review process before the UGLG begins construction and can receive grant funds.                                                                                                                                                                                                                                                                                                                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. The UGLG acknowledges that if the project is funded, professional services for grant administration will be properly procured in compliance with Federal, State, and local requirements.                                                                                                                                                                                                                                                                                                                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. The UGLG understands that a contract for professional services is between the UGLG and the professional services provider; the State is <b><i>not</i></b> responsible or a part of that relationship.                                                                                                                                                                                                                                                                                                                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. The UGLG acknowledges responsibility for ensuring that CDBG contract requirements are met. The fees paid for grant application preparation and grant administration may be published on DEHCR's web page.                                                                                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. The UGLG certifies it is not debarred from receiving federal grant funds.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. The UGLG understands all required Special Project Profile documentation must be received by DEHCR before a review of the project for CDBG funding consideration may be completed.                                                                                                                                                                                                                                                                                                                                       |

\_\_\_\_\_ **By initialing, the Chief Elected Official (CEO) certifies that the eligibility information noted above is complete and accurate.**

#### SECTION 4 – CDBG NATIONAL OBJECTIVE AND PROJECT BENEFICIARIES

1. Will the proposed project benefit the entire community? ☐ Yes ☒ No
  - How many individuals will benefit from the project? 102 households
  - Of those who will benefit, how many individuals meet the qualification of LMI? 100%
2. Which CDBG National Objective does your proposed project meet and which method was used to demonstrate National Objective compliance? (Answer using the checkboxes below.)
  - ☐ Benefit to Low- and Moderate-Income Persons
    - ☐ Area Benefit using HUD Local Government LMI Summary Data (only for projects having community-wide benefit or having primary benefit to multiple entire municipalities)
    - ☐ Area Benefit using HUD Census Block LMI Summary Data (for projects with a service area that is coterminous with (or covers the majority of) one or more census blocks only)
    - ☐ Area Benefit using Income Survey Data (for projects for which an income survey was conducted to determine the LMI percentage of the service area)
    - ☐ Area Benefit using combination of HUD LMI Summary Data and Income Survey Data (for projects for which the LMI percentage calculation for the total service area was made by using the aggregate totals for the population and number of LMI persons from a combination of HUD LMISD for part of the service area and income survey data for the rest of the service area)
    - ☐ Limited Clientele (LMC) - HUD presumed group(s): \_\_\_\_\_  
(or if based on nature of project and location, provide justification below, and attach map detailing supporting information for service area) **May not be used in the acquisition, construction, or rehabilitation of housing.**  
*Nature of Project Justification (if applicable):* \_\_\_\_\_
    - ☒ Low Mod Housing Activities (LMH). Projects and activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI household. Rental housing units with three or more units must have at least 51 percent occupied by LMI households and affordable rents as published by HUD Fair Market Rents.
  - ☐ Prevention/Elimination of Slum and Blight
    - ☐ Area Basis (Attach completed Slum and Blight Certification Form and supporting documents including map of service area)
    - ☐ Spot Basis (Attach completed Slum and Blight Certification Form and supporting documents including map of service area)

## SECTION 5 – PROJECT DESCRIPTION

Using the section headings provided, concisely describe the proposed project. Supporting data and documents for the information included in the narrative may be provided in the attachments to this Profile. Limit the Project Description below to 1-2 pages.

### **1. Existing problem or condition causing the need for the proposed project:**

As identified within the Comprehensive Plan, housing affordability is a key issue within Stevens Point. The most recent data available from the US Department of Housing and Urban Development (2016) indicates that 34% of all households in the City are “cost burdened”, paying more than 30% of income toward housing costs. This is a more acute problem among lower-income households, with cost burden identified as a housing issue for 77% of all households earning under 50% AMI (\$36,600 annually for a family of 4 in 2019). This information is from the Stevens Point Housing Affordability Report 2020.

### **2. Frequency with which/extent to which the problem/condition occurs/exists and number of persons and/or households affected by the problem/condition:**

HUD data from 2016 indicates 34% of Stevens Point households are cost burdened, paying more than 30% of income towards housing costs

### **3. Effect(s) of the problem/condition if left untreated:**

Cost burdened renters face difficult tradeoffs between paying for housing and other necessities like food, medical, school supplies, clothes etc. This tradeoff leads to a very low standard of living, health issues and lack of educational advancement for cost burdened households.

### **4. Extent to which this proposed CDBG Special Project will alleviate the problem/condition:**

The project will help alleviate cost burden for 102 households, the number of units in the project.

### **5. Explanation of why the UGLG is not seeking to fund the project through *other* CDBG funding programs and requires CDBG Special Project funding (i.e., provide justification for Special Project funding, including existing special conditions and/or extenuating circumstances):**

The project does not line up or fit within other CDBG programs.

### **6. Scope of work of the proposed project (including project activities and location(s) of work to be completed):**

The proposed development is to consist of a three/four store elevator apartment building housing 85 one- and two-bedroom apartment units intended for senior occupancy and three additional two-story buildings that together will house 17 three-bedroom townhouse units intended for family occupancy. All of the work will take place at the site (1300 Maria Drive, Stevens Point)

### **7. For projects falling under the Low Mod Housing Activities National Objective, a letter of commitment from the developer which includes a financial pro forma and Developer Experience Form must be included with this application. Please list the number of years of experience the developer has in the development of affordable housing.**

Letter of Commitment attached. General Capital has been developing affordable housing using Low Income Housing Tax Credits for over 23 years.

**SECTION 5 – PROJECT DESCRIPTION (continued)**

## SECTION 6 – BUDGET

UGLG: **CITY OF STEVENS POINT**

DATE: **03 / 15 / 2021**

Attach a detailed itemization of project costs (e.g., engineer's estimate or similar itemization of costs) [required] to verify the costs listed in the Budget below and attach documentation of potential funding sources, and funds committed or secured to project to date [if available].

| Activity                       | CDBG Funds     | Source(s) of Other Funds for Proposed Project |                    |                   | Total             |
|--------------------------------|----------------|-----------------------------------------------|--------------------|-------------------|-------------------|
|                                |                | UGLG Funds                                    | Other Public Funds | Private Funds     |                   |
| Acquisition - Land             | <b>206,482</b> |                                               |                    |                   | <b>206,482</b>    |
| Acquisition - Building         | <b>708,518</b> |                                               |                    |                   | <b>708,518</b>    |
| Building Improvements          |                | <b>2,250,000</b>                              | <b>585,000</b>     | <b>17,890,307</b> | <b>20,725,307</b> |
| Center/Facility Construction   |                |                                               |                    |                   |                   |
| Clearance - Site               |                |                                               |                    |                   |                   |
| Curb and Gutter                |                |                                               |                    |                   |                   |
| Electrical System Improvements |                |                                               |                    |                   |                   |
| Environmental Remediation      |                |                                               |                    | <b>1,200,000</b>  | <b>1,200,000</b>  |
| Equipment                      |                |                                               |                    |                   |                   |
| Fire Station                   |                |                                               |                    |                   |                   |
| Planning                       |                |                                               |                    |                   |                   |
| Relocation                     |                |                                               |                    |                   |                   |
| Sanitary Sewer                 |                |                                               |                    |                   |                   |
| Storm Sewer                    |                |                                               |                    |                   |                   |
| Streets/Sidewalks              |                |                                               |                    |                   |                   |
| Wastewater Treatment Facility  |                |                                               |                    |                   |                   |
| Water                          |                |                                               |                    |                   |                   |
| Fixtures                       |                |                                               |                    |                   |                   |
| Furnishings                    |                |                                               |                    | <b>300,000</b>    | <b>300,000</b>    |
| Engineering (match only)       |                |                                               |                    |                   |                   |
| Administration                 |                |                                               |                    |                   |                   |
| <b>Sub-Total(s):</b>           | <b>915,000</b> | <b>2,250,000</b>                              | <b>585,000</b>     | <b>19,390,307</b> | <b>23,140,307</b> |

Detailed Itemization of Project Costs is attached to this Project Profile: ☐ Yes ☒ No

**Summarize the Other Potential and/or Confirmed Public and Private Sources of Funds for the Proposed Project:**

|         |                                                                                  |            |                   | <b>CHECK <u>ALL</u> THAT APPLY:</b>                 |                                                     |                                           | <i>Supporting<br/>Documentation<br/>Included?</i>                   |
|---------|----------------------------------------------------------------------------------|------------|-------------------|-----------------------------------------------------|-----------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------|
| Source: | <b>WHEDA First Mortgage</b>                                                      | Amount: \$ | <b>4,678,702</b>  | Status: <input checked="" type="checkbox"/> Pending | <input type="checkbox"/> Committed                  | <input type="checkbox"/> Other            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|         |                                                                                  |            |                   | <input checked="" type="checkbox"/> Applied         | <input type="checkbox"/> Secured/Awarded            |                                           |                                                                     |
| Source: | <b>WI DOA HOME Funds</b>                                                         | Amount: \$ | <b>585,000</b>    | Status: <input type="checkbox"/> Pending            | <input type="checkbox"/> Committed                  | <input checked="" type="checkbox"/> Other | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|         |                                                                                  |            |                   | <input type="checkbox"/> Applied                    | <input type="checkbox"/> Secured/Awarded            |                                           |                                                                     |
| Source: | <b>Stevens Point TIF</b>                                                         | Amount: \$ | <b>2,250,000</b>  | Status: <input type="checkbox"/> Pending            | <input checked="" type="checkbox"/> Committed       | <input type="checkbox"/> Other            | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|         |                                                                                  |            |                   | <input type="checkbox"/> Applied                    | <input checked="" type="checkbox"/> Secured/Awarded |                                           |                                                                     |
| Source: | <b>Federal and State Housing Tax and<br/>Historical Credits and Deferred Fee</b> | Amount: \$ | <b>14,711,605</b> | Status: <input checked="" type="checkbox"/> Pending | <input type="checkbox"/> Committed                  | <input type="checkbox"/> Other            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|         |                                                                                  |            |                   | <input checked="" type="checkbox"/> Applied         | <input type="checkbox"/> Secured/Awarded            |                                           |                                                                     |

For any source with a status of "Other" provide a brief explanation (No more than a one-sentence narrative per source).

The WI DOA HOME Funds application is due in the Spring of 2021.

Do you anticipate using CDBG funds to pay all, or part of, the Grant Administration services associated with this project?

☐ Yes ☒ No

If yes, were the services or will the services be competitively procured according the state and federal CDBG requirements?

☐ Yes ☒ No

If no, were the services or will the services be secured in compliance with the local procurement policy?

☒ Yes ☐ No

In the event the community is awarded CDBG Special Project funding, how would the UGLG prefer to receive funds?

Electronic Funds Transfer (EFT) ☒ Paper Check ☐



| SPECIAL PROJECT PROFILE                                                                                               |                                                                                                                                                                                                                                                                                                     |                          |                                                |                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------|-------------------------------------|
| ATTACHMENTS AND SUPPORTING DOCUMENTATION CHECKLIST                                                                    |                                                                                                                                                                                                                                                                                                     |                          |                                                |                                     |
| Topic                                                                                                                 | Documents                                                                                                                                                                                                                                                                                           | Required For All Apps    | Included with this Project Profile submission? |                                     |
|                                                                                                                       |                                                                                                                                                                                                                                                                                                     |                          | YES                                            | NO                                  |
| Citizen Participation                                                                                                 | 1. Adopted Citizen Participation Plan (refer to Section 5 of this Project Profile)                                                                                                                                                                                                                  | ✓                        | <input checked="" type="checkbox"/>            |                                     |
|                                                                                                                       | 2. Citizen Participation Public Hearing Notice ( <i>with proof of publication [if required] and/or posting [if required] and proof of adequate advance notice in accordance with the UGLG's CPP in effect on the date of the first notice and no less than the equivalent of a Class 2 Notice</i> ) | ✓                        | <input checked="" type="checkbox"/>            |                                     |
|                                                                                                                       | 3. Citizen Participation Public Hearing Certification Form                                                                                                                                                                                                                                          | ✓                        | <input checked="" type="checkbox"/>            |                                     |
|                                                                                                                       | 4. Public Hearing Meeting Minutes (with the attendees listed in the Minutes or provided on a separate Sign-In Sheet)                                                                                                                                                                                | ✓                        | <input checked="" type="checkbox"/>            |                                     |
|                                                                                                                       | 5. Policy for Non-Violent Civil Rights Demonstrations/Prohibiting the Use of Excessive Force and Barring of Entrances/Exits                                                                                                                                                                         |                          | <input checked="" type="checkbox"/>            |                                     |
| Financial                                                                                                             | 6. Detailed Itemization of Project Costs (supporting document for the Budget in Section 6 of this Project Profile)                                                                                                                                                                                  | ✓                        | <input checked="" type="checkbox"/>            |                                     |
|                                                                                                                       | 7. Supporting Documentation for Potential Funding Sources and/or Funding Committed/Secured for the Proposed Project to Date (supporting documentation for the Budget in Section 6 of this Project Profile)                                                                                          |                          | <input checked="" type="checkbox"/>            |                                     |
| Service Area/<br>Income Survey                                                                                        | 8. Map of Project Area ( <i>with project location, type of work being completed on each street (if applicable), and Service Area/beneficiary area boundaries marked</i> )                                                                                                                           | ✓                        | <input checked="" type="checkbox"/>            |                                     |
|                                                                                                                       | 9. Demographic Profile Sheet of beneficiaries in Service Area ( <i>must use form provided by DEHCR in the Special Project Profile Attachments</i> )                                                                                                                                                 |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 10. LMI Calculation Worksheet for Beneficiaries Residing in Multiple Census Blocks or Multiple Local Municipalities ( <i>if applicable</i> )                                                                                                                                                        |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 11. Map of Boundaries of Census Block(s) that make(s) up Service Area ( <i>if applicable</i> )                                                                                                                                                                                                      |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 12. Map of Income Survey Area (with survey area boundaries marked; residences surveyed marked; and responding, non-responding and vacant residences marked or provided on a separate sheet) ( <i>if applicable</i> )                                                                                |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 13. Income Survey Results Income Tabulation Form ( <i>if applicable: see Appendix C in Income Survey Guide</i> )                                                                                                                                                                                    |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 14. Income Survey Results Race/Ethnicity Tabulation Form ( <i>if applicable: see Appendix C in Income Survey Guide</i> )                                                                                                                                                                            |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 15. Income Survey Form used to conduct Income Survey ( <i>if applicable</i> )                                                                                                                                                                                                                       |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 16. Income Survey Letter and/or other related correspondence sent to residents regarding the survey distribution and collection process ( <i>if applicable</i> )                                                                                                                                    |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 17. List of street addresses of service area/survey area ( <i>and</i> associated mailing address, if different than street address and the mailing address was used to distribute the income survey) ( <i>if applicable</i> )                                                                       |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
|                                                                                                                       | 18. List of other contact information associated with the addresses of residents surveyed, if methods other than mailing or door-to-door/in-person methods were used (e.g., telephone, email, etc.) ( <i>if applicable</i> )                                                                        |                          | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> |
| 19. List of assigned survey numbers for income surveys distributed/conducted with the response data tracking for each |                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/>            |                                     |

|                                     |                                                                                                                                                                                           |   |                                     |                                     |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------------------------------|-------------------------------------|
|                                     | (date(s) survey was distributed/conducted or attempts were made; date surveyed/response received; and family size, income and race/ethnicity information for each) <i>(if applicable)</i> |   |                                     |                                     |
| Fair Housing                        | <b>20.</b> Potential Fair Housing Actions Checklist ( <i>Specifying the three (3) actions that the UGLG will undertake</i> )                                                              | ✓ | <input checked="" type="checkbox"/> |                                     |
|                                     | <b>21.</b> Fair Housing Ordinance                                                                                                                                                         | ✓ | <input checked="" type="checkbox"/> |                                     |
| Slum & Blight                       | <b>22.</b> Slum and Blight Certification ( <i>if applicable</i> )                                                                                                                         |   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|                                     | <b>23.</b> Slum and Blight supporting documentation ( <i>for Area Basis only</i> )                                                                                                        |   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Acquisition/<br>Relocation          | <b>24.</b> Residential Anti-Displacement and Relocation Assistance Plan                                                                                                                   | ✓ | <input checked="" type="checkbox"/> |                                     |
|                                     | <b>25.</b> Acquisition/Relocation/Demolition Questionnaire                                                                                                                                | ✓ | <input checked="" type="checkbox"/> |                                     |
| Developer<br>Experience<br>LMH Only | <b>26.</b> Commitment letter from developer with financial pro forma                                                                                                                      |   | <input checked="" type="checkbox"/> |                                     |
|                                     | <b>27.</b> Developer Experience Form                                                                                                                                                      |   | <input checked="" type="checkbox"/> |                                     |
| Other                               | <b>28.</b> Authorizing Resolution to Submit CDBG Special Project Profile                                                                                                                  | ✓ | <input checked="" type="checkbox"/> |                                     |
|                                     | <b>29.</b> Project Description Supporting Documentation                                                                                                                                   |   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|                                     | <b>30.</b> Statement of Assurances                                                                                                                                                        | ✓ | <input checked="" type="checkbox"/> |                                     |
|                                     | <b>31.</b> Lobbying Certification                                                                                                                                                         | ✓ | <input checked="" type="checkbox"/> |                                     |

Fillable forms for the attachments and supporting documentation for this Special Project Profile are provided by the Bureau of Community Development with the Special Project Profile Form.

# CITIZEN PARTICIPATION

## ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach this cover page, followed by the documents in the order listed below, to the end of the Special Project Profile.

Attachments:

1. Adopted Citizen Participation Plan (include date adopted)
2. Citizen Participation Public Hearing Notice (with proof of publication [if required] and/or posting [if required] and proof of adequate advance notice in accordance with the UGLG's CPP in effect on the date of the first notice **and** no less than the equivalent of a Class 2 Notice)
3. Citizen Participation Public Hearing Certification Form
4. Public Hearing Meeting Minutes with Attendees Listed in Minutes or on separate Sign-In Sheet
5. Resolution Adopting Policy for Non-Violent Civil Rights Demonstrations/Prohibiting the Use of Excessive Force

# FINANCIAL

## ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach this cover page, followed by the documents in the order listed below, to the end of the Special Project Profile **after** the Citizen Participation attachment(s).

Attachments:

6. Detailed Itemization of Project Costs (e.g., engineer's estimate or similar itemization of costs to verify the costs listed in the Budget in Section 6 of this Special Project Profile)
7. Supporting Documentation for Potential Funding Sources and/or Funding Committed/Secured for the Proposed Project to Date (supporting documentation for the Budget in Section 6 of this Project Profile)

# SERVICE AREA / INCOME SURVEY

## ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach this cover page, followed by the documents in the order listed below, to the end of the Special Project Profile **after** the Financial attachment(s).

### Attachments:

8. Map of Project Area [with project location, types of work being completed on each street (if applicable), and boundaries of Service Area/beneficiary area boundaries marked]
9. Demographic Profile Sheet of beneficiaries in Service Area [must use form provided by DEHCR for the Special Project Profile Attachments]
10. LMI Calculation Worksheet for Beneficiaries Residing in Multiple Census Blocks or Multiple Local Municipalities, if applicable
11. Map of Boundaries of Census Block(s) that make(s) up Service Area, if applicable
12. Map of Income Survey Area [with survey area boundaries marked; residences surveyed marked; and responding, non-responding and vacant residences marked or provided on a separate sheet], if applicable
13. Income Survey Results Income Tabulation Form, if applicable
14. Income Survey Results Race/Ethnicity Tabulation Form, if applicable
15. Income Survey Form used to conduct the Income Survey, if applicable
16. Income Survey Letter and/or other related correspondence sent to residents regarding the survey distribution and collection process, if applicable
17. List of addresses in the service area/survey area, if applicable [including the street address where the residence is located and mailing address if used to distribute the survey and it is different than the actual residential street address]
18. List of other contact information associated with the addresses of residents surveyed, if applicable [applicable if methods other than mailing and door-to-door/in-person methods were used to distribute/conduct the survey (e.g., telephone, email, etc.)]
19. List(s) of survey numbers for surveys distributed/conducted with the response data tracking for each, if applicable [including the date(s) the survey was distributed/conducted or attempts were made to distribute/conduct the survey for the address, date surveyed (i.e., date survey was returned or date survey interview was conducted), family size information, income level information, and race/ethnicity information]

# FAIR HOUSING

## ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach this cover page, followed by the documents in the order listed below, to the end of the Special Project Profile **after** the Service Area / Income Survey attachment(s).

Attachments:

- 20. Potential Fair Housing Actions Checklist
- 21. Fair Housing Ordinance

# SLUM & BLIGHT

## ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach this cover page, followed by the documents in the order listed below, to the end of the Special Project Profile **after** the Fair Housing attachment(s).

Attachments:

22. Slum and Blight Certification, if applicable

23. Slum and Blight supporting documentation (for Area Basis ONLY), please label attached document(s):

|    |  |
|----|--|
| a. |  |
| b. |  |
| c. |  |
| d. |  |
| e. |  |
| f. |  |
| g. |  |
| h. |  |
| i. |  |
| j. |  |

**ACQUISITION / RELOCATION  
ATTACHMENTS AND SUPPORTING DOCUMENTATION**

Attach this cover page, followed by the documents in the order listed below, to the end of the Special Project Profile **after** the Slum & Blight attachment(s).

Attachments:

- 24. Residential Anti-Displacement and Relocation Assistance Plan
- 25. Acquisition/Relocation/Demolition Questionnaire



### DEVELOPER EXPERIENCE

**This form is only required for projects and activities that meet the National Objective of LMH. Projects and/or activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI household must complete this form.**

Complete the information below for each development your organization has carried out within the last **five** years.

Attach additional copies of this form as needed.

|                                                                                                                                                             |                             |                                                                                                                                                                                                                                     |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Development Name:                                                                                                                                           |                             | Developer Contact Name:                                                                                                                                                                                                             |                                 |
| Address:                                                                                                                                                    |                             | Email:                                                                                                                                                                                                                              | Phone:                          |
| Development Types:<br><input type="checkbox"/> New Construction <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Acquisition/Rehabilitation |                             | Type of Subsidy (check all that apply):<br><input type="checkbox"/> LIHTC <input type="checkbox"/> HOME <input type="checkbox"/> AHP <input type="checkbox"/> USDA-RD <input type="checkbox"/> NONE <input type="checkbox"/> OTHER: |                                 |
| Development Lender:                                                                                                                                         |                             | Contact (name and phone):                                                                                                                                                                                                           |                                 |
| Equity Provider:                                                                                                                                            |                             | Contact (name and phone):                                                                                                                                                                                                           |                                 |
| Is Permanent Financing in Place? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                   |                             | Have you had to make capital contributions? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                |                                 |
| Total Number of Units:                                                                                                                                      | Number of Low-Income Units: | DCR: N/A                                                                                                                                                                                                                            |                                 |
| Placed-in-Service Date:                                                                                                                                     |                             | Physical and Economic Occupancy Percentages for the Last Two Years:                                                                                                                                                                 |                                 |
| Number of Months in Lease-Up:                                                                                                                               |                             | <u>Year</u>                                                                                                                                                                                                                         | <u>Physical</u> <u>Economic</u> |
| Has the development ever had a financial audit performed? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>In what year?                         |                             | If an audit has been performed, has the audit been qualified based on the development's ability to remain a going concern? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                 |                                 |

Attachment:

26. Commitment letter from developer for proposed project and developer's financial pro forma.

# OTHER

## ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach this cover page, followed by the documents in the order listed below, to the end of the Special Project Profile **after** the Acquisition/Relocation attachment(s).

Attachments:

28. Authorizing Resolution to Submit CDBfG Special Project Profile

29. Project Description supporting documentation, and indicate what/which document(s) are for the:

- |                                                                                                                                                                                                                                                                                    | YES                                               | NO                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------|
| 1) Existing Problem/Condition?                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/>               | <input type="checkbox"/> |
| If yes, identify each corresponding document in the order attached:                                                                                                                                                                                                                |                                                   |                          |
| a.                                                                                                                                                                                                                                                                                 | <u>Stevens Point Housing Affordability Report</u> |                          |
| b.                                                                                                                                                                                                                                                                                 | <u>Stevens Point Comprehensive Plan</u>           |                          |
| c.                                                                                                                                                                                                                                                                                 | <u>Stevens Point Housing Survey - 2017</u>        |                          |
| d.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| e.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| 2) Frequency with which/Extent to which Problem Occurs/Condition Exists?                                                                                                                                                                                                           | <input type="checkbox"/>                          | <input type="checkbox"/> |
| If yes, identify each corresponding document in the order attached:                                                                                                                                                                                                                |                                                   |                          |
| a.                                                                                                                                                                                                                                                                                 | <u>Stevens Point Housing Affordability Report</u> |                          |
| b.                                                                                                                                                                                                                                                                                 | <u>Stevens Point Comprehensive Plan</u>           |                          |
| c.                                                                                                                                                                                                                                                                                 | <u>Stevens Point Housing Survey - 2017</u>        |                          |
| d.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| e.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| 3) Effect(s) of Problem/Condition If Left Untreated?                                                                                                                                                                                                                               | <input type="checkbox"/>                          | <input type="checkbox"/> |
| If yes, identify each corresponding document in the order attached:                                                                                                                                                                                                                |                                                   |                          |
| a.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| b.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| c.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| d.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| e.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| 4) Explanation of why the UGLG is not seeking to fund the project through other CDBG funding programs and requires CDBG Special Project funding (i.e., provide justification for Special Project funding, including existing special conditions and/or extenuating circumstances)? | <input type="checkbox"/>                          | <input type="checkbox"/> |
| If yes, identify each corresponding document in the order attached:                                                                                                                                                                                                                |                                                   |                          |
| a.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| b.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| c.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| d.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| e.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| 5) Extent to which this Proposed CDBG Special Project will Alleviate the Problem?                                                                                                                                                                                                  | <input type="checkbox"/>                          | <input type="checkbox"/> |
| If yes, identify each corresponding document in the order attached:                                                                                                                                                                                                                |                                                   |                          |
| a.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| b.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| c.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| d.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |
| e.                                                                                                                                                                                                                                                                                 | <u> </u>                                          |                          |

6) Scope of Work?

☐☐

If yes, identify each corresponding document in the order attached:

|    |  |
|----|--|
| a. |  |
| b. |  |
| c. |  |
| d. |  |
| e. |  |

30. Statement of Assurances

31. Lobbying Certification

## **CITIZEN PARTICIPATION PLAN**

### **CDBG Program**

#### **PURPOSE**

In order for the Program to operate effectively and to address the needs of the citizens of the City of Stevens Point, the entire population must be kept informed. The decision-making process must be open and consistent with state and federal regulations. To accomplish this, the following plan will be followed:

#### **PROGRAM OVERSIGHT**

1. The City Council or its appointed designee administers the Program and the Citizen Participation Plan.
2. To insure responsiveness to the needs of its citizens, the City Council or its appointed designee or responsible party shall provide for and encourage citizen participation. Particular emphasis shall be given to participation by persons of low- and moderate-income (LMI) who are residents of blighted areas and/or target neighborhoods in which a CDBG Program will be concentrated.

#### **NOTICES OF HEARINGS**

Official notice of hearings will be by public notice in the official newspaper two (2) weeks preceding the hearing. In addition, the public notice shall be posted at the City Hall. These notices shall include time, place, and date of meeting, as well as a brief agenda. Notices printed in the newspaper in small print are not acceptable, they shall be in the format of an ad.

#### **REQUIRED PUBLIC HEARINGS**

Public hearings shall be held to obtain citizen views and to enable residents to respond to proposals at all stages of the CDBG Program, including the development of needs, the review of proposed activities and the review of program performance. Hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodations for the handicapped and, if needed, for non-English speaking persons.

1. The first hearing will receive citizen views and provide an explanation of Program needs including discussion of housing, public facilities and economic development needs. Community goals and strategies should be reviewed including timetables, possible displacement, eligible activities and citizen views. A summary of proposed activities shall be included in the minutes of the hearing and **must be submitted to Commerce with the Project Proposal**. Emphasis must be given to the point that activities other than the proposed activity are eligible and may be applied for in place of the proposed activity or at a later date.
2. The second public hearing will receive citizen views and provide a review of program performance.
3. The first public hearing shall be held during the development of a pre or final application for funds. The second public hearing shall be held during the implementation of the program.

#### **PROGRAM INFORMATION/FILES/ASSISTANCE**

1. To the degree that time and staff allow, technical assistance will be provided to any local government that requests information about program requirements.

2. The responsible party will maintain, in the official office of local government, a record of all citizen participation efforts including minutes of meetings, newspaper clippings, and copies of notices and brochures.
3. Citizens will be invited to make proposals regarding the application. Every effort will be made to respond to all proposals prior to the final action on that subject.
4. Citizens may petition or request in writing assistance for developing application proposals or changes to proposals. The responsible party will respond to all such requests to the degree that time and staff allows.

### **COMPLAINTS**

The responsible party will handle citizen complaints about the program in a timely manner. The responsible party will respond in writing to all written letters of complaint within 15 days where practicable. The first contact for complaints should be made to the responsible party at the official office of local government and then to the chief elected official.

In addition to the above procedure, any citizen may submit a written complaint directly to the following address:

**Department of Commerce  
Division of Housing and Community Development  
P. O. Box 7970  
Madison, WI 53707**

### **OTHER SPECIAL PROVISIONS**

The responsible party will make special efforts to assure equal opportunity in the citizen participation process for non-English speaking persons and handicapped persons. The site of the meeting must also be handicapped accessible.

**RESOLUTION  
ADOPTING A CITIZEN PARTICIPATION PLAN**

**WHEREAS**, the City of Stevens Point has applied for a Community Development Block Grant; and

**WHEREAS**, the State of Wisconsin Department of Commerce and the U.S. Department of Housing and Urban Development require recipients of Community Development Block Grant monies to have in place a Citizen Participation Plan; and

**WHEREAS**, the Citizen Participation Plan shall encourage citizen participation (especially by persons of low- to moderate-income), provide citizens reasonable and timely access to local meetings and information, provide for technical assistance, provide for public hearings and provide for a complaint procedure; and

**WHEREAS**, the City of Stevens Point has prepared and publicly reviewed a Citizen Participation Plan;

**NOW THEREFORE BE IT RESOLVED** that the City of Stevens Point officially adopts the Citizen Participation Plan.

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

Andrew Halverson, Mayor

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

John Moe, City Clerk

Dated: June 1, 2009  
Adopted June 1, 2009



Notice Published: April 23, 2021 & April 30, 2021 in *Portage County Gazette*

## **NOTICE OF PUBLIC HEARING** **VIA ZOOM TELECONFERENCING** **MAY 3, 2021** **7:00 PM**

NOTICE IS HEREBY GIVEN, that the Common Council of the City of Stevens Point, Wisconsin will conduct a public hearing regarding its proposed application for Community Development Block Grant Coronavirus (CDBG CV) Program funds. The public is invited to attend to learn about the CDBG program, to help identify additional community development needs, and to comment on the activities proposed to be included in the CDBG application.

The agenda for the public hearing is:

1. Identification of total potential funds
2. Eligible CDBG activities
3. Presentation of identified community development needs
4. Identification of any community development needs by public
5. Presentation of activities proposed for CDBG application, including potential residential displacement.
6. Citizen input regarding proposed and other CDBG activities

Residents of the City of Stevens Point are encouraged to attend, especially residents with low to moderate incomes.

The meeting will occur via Zoom Teleconferencing, individuals can join the meeting through the process identified below:

*Join by Computer:*

[www.stevenspoint.com](http://www.stevenspoint.com)

<https://us02web.zoom.us/j/86424375209?pwd=ZjZWYy90TUltZXZVQ3lpVmVyMzFUZz09>

Meeting ID: 864 2437 5209  
Passcode: 726868

*Join by Telephone:*  
+1 312 626 6799

Meeting ID: 864 2437 5209  
Passcode: 726868

Persons needing additional accommodations should contact City Clerk Kari Yenter at telephone number 715-346-1569 or email [kyenter@stevenspoint.com](mailto:kyenter@stevenspoint.com).



CITIZEN PARTICIPATION PUBLIC HEARING CERTIFICATION

PLACE HOLDER

PUBLIC HEARING MEETING MINUTES

INSERT WHEN AVAILABLE

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Stevens Point, Wisconsin ("City") and GenCap Danna Stevens Point 102, LLC, referred to as "Developer". Individually, each of the foregoing is a "Party" and collectively, they are the "Parties").

### RECITALS

WHEREAS, City desires to encourage development, eliminate blight and prevent blight within the City; and

WHEREAS, for these purposes, City has created Tax Incremental District No. 11 ("TID No. 11") pursuant to Wisconsin Statutes; and

WHEREAS, Developer has agreed to acquire the Property identified and more particularly described on Exhibit A, attached hereto (the "Property"), which is located in TID No. 11, and intends to develop it as a residential development of 102 rental units (the "Units"), and approximately 26,000 square feet of community and/or common facilities for residents, and

WHEREAS, City has determined that development of the Property will serve to encourage development and to eliminate and prevent blight within the City, and is in the best interests of the City and its residents, and that the economic vitality of TID No. 11 is essential to the economic health of the City; and

WHEREAS, Developer has filed, or will file, with City the following plans specifications, documents and exhibits ("Plans and Specifications") if and as required by City, for the development of the Property and for making other improvements, it being acknowledged some may be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A schedule showing the name of Developer and the mailing address and telephone number of Developer's representatives for the Project (as defined herein), incorporated by reference herein as Exhibit B.
2. An accurate topographical map showing topographical data of the Property, incorporated by reference herein as Exhibit C.
3. A scale plot plan showing the location, type and size of the proposed use for the Property to be improved by Developer as provided herein, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space and landscape plans, including a statistical table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit D.

4. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit E.

AND WHEREAS, Developer has filed with City, and City has approved, applications for zoning approvals of the Property, as necessary to accommodate the development;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

## **ARTICLE I DEFINITIONS**

**Section 1.1** Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

“Bond” means bonds or notes issued by City to provide City Support;

“Developer” means GenCap Danna Stevens Point 102, LLC and its successors and assigns;

“Differential Payment” means the amount to be paid by Developer as the shortfall, if any, between the amount of taxes guaranteed by Developer and the amount of taxes billed, for any year during the Term of this Agreement;

“City” means the City of Stevens Point, Wisconsin;

“City Support” means City’s support for the Project to be provided to Developer, as set forth in Sections 4.2-4.4, inclusive;

“Excess TIF Revenues” means the amount of TIF Revenues received in excess of the amount of taxes guaranteed by Developer in Section 4.1(3), for any year during the term of this Agreement.

“Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by City, including Exhibits B through E attached hereto;

“Prime Rate” means the prime rate as established from time to time by Citibank, N.A.;

“Project” means the development of the Property within City Tax Incremental District No. 11 as shown on Exhibit D, in accordance with the Plans and Specifications;

“Project Costs” means costs specified in secs. 66.1105(2)(f) 1.a-n, inclusive, Wisconsin Statutes;

“Property” means the Property identified and more particularly described on Exhibit A, attached hereto;

“Subsequent Tax Year” means a tax year occurring after a year in which Developer makes a Differential Payment;

“Term” has the meaning set forth in Section 9.10 herein;

“TIF Revenues” means the incremental real and personal property tax revenues generated by the Project from tax year 2021 to the end of the Term of this Agreement, plus any Differential Payments paid, collectively in excess of base value tax revenue;

“Unit” or “Units” means one or more of the 102 rental residential units in the Project;

“Value” means fair market value of the real property and personal property in City, and does not include the value of any government subsidy or program;

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1** Representations and Warranties of City. City makes the following representations and warranties:

(1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) City makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Developer’s purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by City and no other or further acts or proceedings of City. This Agreement constitutes the legal, valid, and binding agreement and obligations of City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity.

**Section 2.2** Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a Wisconsin Limited Liability Company and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the City Support to Developer provided for in this Agreement.

(4) Developer will use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances and regulations which must be met before the Project may be lawfully implemented.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

### **ARTICLE III**

#### **CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS**

**Section 3.1** Developer's obligation to conclude the transaction contemplated herein shall require the satisfactory completion, in Developer's sole discretion, of each of the following conditions on or prior to the Closing Date:

(1) Developer shall be approved and awarded WHEDA 2021 HTC program credits for the Development not later than May 15, 2021. In the event Developer does not receive WHEDA 2021 HTC credits then Developer may elect to terminate this Agreement and shall have no further obligations hereunder upon written notice given by Developer to City not later than July 31, 2021.

(2) Developer obtaining a commercial loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to

Developer, in Developer's sole discretion, for the construction of the Development and the Property and any and all related improvements. In the event Developer does not receive an acceptable loan commitment then Developer may elect to terminate this Agreement and shall have no further obligations hereunder upon written notice given by Developer to City not later than December 31, 2021.

(3) Developer shall make all reasonable efforts to acquire the Property not later than December 31, 2021 ("the Closing Date").

#### **ARTICLE IV UNDERTAKINGS BY DEVELOPER AND CITY**

**Section 4.1** Developer Obligations. Developer undertakes the following obligations, in consideration of City's obligations in Section 3.2, below.

(1) Developer shall make all reasonable efforts to build the rental development of 102 residential Units. The Project will be developed under the Plans and Specifications approved by City, such approval not to be unreasonably withheld, conditioned or delayed.

(2) Following receipt of all approvals for the Project, Developer will commence construction by no later than April 1, 2022.

(3) Developer shall pursue construction activities on the Property and shall complete the Project on the Property, so as to obtain occupancy permits for all Units, in accordance with state and local codes, by July 1, 2023.

(a) Developer guarantees that the amount of taxes to be paid for the Property will be not less than \$166,500 for tax year 2021 (Payable in 2022) and thereafter during the duration of TID 11.

(b) The foregoing guarantees are conditioned on City fulfilling its obligations to provide the City Support, as specified herein.

(4) Without limiting other provisions in this Agreement, the dates in Sections 4.1(2) and (3) may be altered in the event of circumstances which constitute Force Majeure.

(5) For the tax year 2021 and thereafter, ending with the last tax year of the Term covered by this Agreement, Developer guarantees that the amount of taxes due to the City shall not be less than the minimum amount of taxes guaranteed in Section 4.1(3)(a). Developer agrees that, in the event the taxes due for any year covered by this Agreement is less than the amount guaranteed in Section 4.1(3)(a), City may submit a bill to Developer for the differential ("Differential Payment"). Such a billing shall be submitted to Developer by the City Treasurer by December 25<sup>th</sup> of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31<sup>st</sup> of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1<sup>st</sup> shall accrue interest at a rate of 6% per annum until fully paid. City also has the option to place any unpaid amount on

the subsequent year's property tax bill as a special charge, or pursue any other lawful manner of collecting the unpaid amount.

(6) Developer agrees to develop the Property within Tax Incremental District No. 11 as shown on Exhibit D, and all buildings and structures on the Property in accordance with the Plans and Specifications, as filed and approved in final form by City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further Developer's development objectives; provided, however, any such change shall comply with all applicable laws of City and Developer may not make any change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). If a proposed change is required to be approved by the City, City agrees to consider and approve or reject any proposed change within 30 days after submittal by Developer to City or such approval is deemed given; provided, if City's approval is needed within a shorter period of time due to Developer's construction schedule or its obligations under Sections 4.1(2), (3) or (4) above, City shall provide such approval or rejection within 10 business days of request, and City will reasonably cooperate with Developer to facilitate and expedite such review process. However, if a proposed change is required to be reviewed and approved by a City committee and/or Common Council, such request will be considered and acted upon at the next available meeting of such City committee or Common Council. Such requests for approval shall be submitted to the City Director of Community Development, as representative of City.

(7) Developer further agrees to the following:

(a) At Developer's expense, Developer shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably necessary to determine boundaries and utility locations, what may be required by the City Surveyor or his designee.

(b) At Developer's expense, a survey or plat of the Property will be prepared for approval by the City Zoning Administrator, or his designee, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

(c) Easements on the Property for municipally owned storm sewer and water mains shall be granted by Developer to City or its designee where necessary, by mutually agreed upon separate document, or pursuant to the CSM or plat, in accordance with detailed utility plans approved by the City Director of Public Utilities, or his designee.

(d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property by Developer without City's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The definition of structure shall be the definition contained within the City Zoning Ordinance.



(e) Developer shall not be required to dedicate any of the Property for public purposes, except as shown in Exhibit A, nor to pay any costs for improvements not shown in Exhibit A.

(f) Developer shall pay impact and building permit fees to City in a total amount not to exceed \$\_\_\_\_\_, upon issuance of the City building permit for the Project. Such payment amount shall be full payment of all impact fees.

(g) Developer shall cause its member, David J. Weiss, to personally guaranty all performance, and Minimum Tax Increment payment obligations including any shortfall obligations required by this Agreement by execution of a personal guaranty in a form mutually acceptable to City, Developer, and Mr. Weiss, not later than the Closing. In the event the parties cannot agree upon a form of guaranty, then the Development shall terminate and Developer shall reimburse City for all expenses City incurred for the Development including but not limited to legal fees and financial consultant fees.

(h) Developer shall, within 30 days of closing on property, prepare a Certified Survey Map creating a new lot of 1.72 acres in the southeast corner of the property. Said lot shall be sold to the City for consideration of \$1.00 and be utilized for public park purposes.

(i) Developer shall, within 30 days of closing on property, provide an easement to the City along the south lot line of the property for purposes of a multi-modal pathway along Maria Drive. Developer and City may also choose to extend the existing Maria Drive Right of Way instead of providing the easement.

**Section 4.2 City Obligations** City undertakes the following obligations, in consideration of the obligations of Developer in Section 4.1, above.

(1) City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City Ordinances.

(2) City shall provide support for the Project Costs to Developer or its designee, and as allowed under and pursuant to sec. 66.1105, Stats. (the "City Support") in the amount shown in the Schedule attached hereto as Exhibit F. Such City Support is conditioned upon Developer's compliance with Sections 4.1(2), (3) and (4).

The City Support is conditioned upon Developer's compliance with Sections 4.1(2), (3) and (4) herein.

**Section 4.3 Funding the City Support for The Project Costs.** City shall provide City Support for the Project Costs of Developer by paying to Developer, or Developer's assignee, a total of \$2,250,000 which shall be paid within 60 days of the occupancy permit being issued for the Project.

**Section 4.4 Excess TIF Revenues.** If there are any Excess TIF Revenues paid by Developer for any year between the first and twentieth year during the Term of this Agreement, such Excess TIF Revenues shall be paid to Developer, or Developer's assignee, as additional City Support for the Project.

## **ARTICLE V PROPERTY BASE VALUE**

City represents and agrees that the base year value of the Property in City is \$0. All taxes for the Property paid based on values in excess of such amount are part of the incremental TIF Revenues.

## **ARTICLE VI COVENANTS RUNNING WITH THE LAND**

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

## **ARTICLE VII REMEDIES**

**Section 7.1 Time of the Essence.** Time is of the essence as to all dates under this Agreement.

**Section 7.2 Event of Default.** In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

**Section 7.3 Reimbursement.** Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided

for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

**Section 7.4** Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

**Section 7.5** Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

**Section 7.6** Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

**Section 7.7** Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days of the request for mediation; either Party may apply to Portage County Circuit Court, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

## **ARTICLE VIII AMENDMENT**

This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

**Section 9.1** Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 9.2** Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

**Section 9.3 Legal Relationship.** Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

**Section 9.4 Survival.** All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

**Section 9.5 No Waiver.** The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

**Section 9.6 Severability of Provisions.** If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

**Section 9.7 Law Governing.** This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

**Section 9.8 Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Developer is addressed to or delivered personally to:

GenCap Danna Stevens Point 102, LLC  
6938 N. Santa Monica Blvd.  
Fox Point, WI 53217  
ATTN: David J. Weiss

- (b) in the case of City is addressed to or delivered personally to:

City of Stevens Point  
1515 Strong's Ave.  
Stevens Point, WI 54481  
Attn: City Clerk

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

**Section 9.9 Force Majeure.** As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

**Section 9.10 Term.** This Agreement shall continue from the Effective Date until the closing of TID No. 11 (the “Term”).

**Section 9.11 Restrictions of Sale, Transfer, Conveyance and Ownership.** During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of City, and this Agreement constitutes a deed restriction effectuating this provision.

**Section 9.12 Recording.** The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement.

**Section 9.13 Investor Notice and Cure Rights.** City agrees that in the event of default by Developer, City shall provide Developer’s investor member (the “Investor Member”) with written notice of such default, so long as City has been provided the name and address of the Investor Member. City will allow such Investor Member up to thirty (30) days after delivery of such notice of default to cure any monetary default under this agreement (it being acknowledged by City that the Investor Member shall have no obligation to cure any default by Developer). City will allow such Investor Member up to sixty (60) days after delivery of such notice of default to cure any non-monetary default under this Agreement; provided however, that, in the event a non-monetary default is not susceptible to being cured within such sixty (60) days, City will allow the Investor Member such additional time as reasonably necessary to cure such default provided the Investor Member has commenced to cure such default within the original sixty (60)-day cure period and is diligently and continuously proceeding to cure such default through completion of such cure (it being acknowledged by City that the Investor Member shall have no obligation to cure any default by Developer). For purposes of this Agreement, the Parties acknowledge that the Investor Member of Developer shall receive copies of any notice required hereunder at the address specified in Section 9.8(a)

of this Agreement, or such other address(es) that the Investor Member shall from time to time designate in writing and forward to the City.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

**GENCAP DANNA STEVENS POINT 102, LLC**

Dated: 11/20/2020

By: 

Title: Authorized Signatory

**CITY OF STEVENS POINT, WISCONSIN**

Dated: 11/20/2020

By: 

Name: MIKE WIZA

Title: Mayor

Dated: 11-20-20

By: 

Name: Kari Yenter

Title: City Clerk

STATE OF WISCONSIN )  
 ) ss.  
MILWAUKEE COUNTY )

Personally came before me this 20<sup>th</sup> day of November 2020, the above-named Sig Strautmanis, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of GenCorp Danna Stevens Point ID346 by its authority.

Elizabeth G. Zimmerman  
Notary Public, State of Wisconsin

My Commission expires: 5/29/2024



STATE OF WISCONSIN )  
 ) ss.  
PORTAGE COUNTY )

Personally came before me this 20 day of November, 2020, the above-named Mike Wiza, and Karl Yenter, the City Mayor and City Clerk, respectively of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Marissa A. Roew  
Notary Public, State of Wisconsin

My Commission expires: 08/08/21



**EXHIBIT A**

**Legal Description**

**LOT 3 CSM#3356-12- 14 BNG PRT NE NW, SW NE & SE NW S29 T24 R8 90/331  
176/137 223/255 341/626, City of Stevens Point, Portage County, Wisconsin.**

**EXHIBIT B**

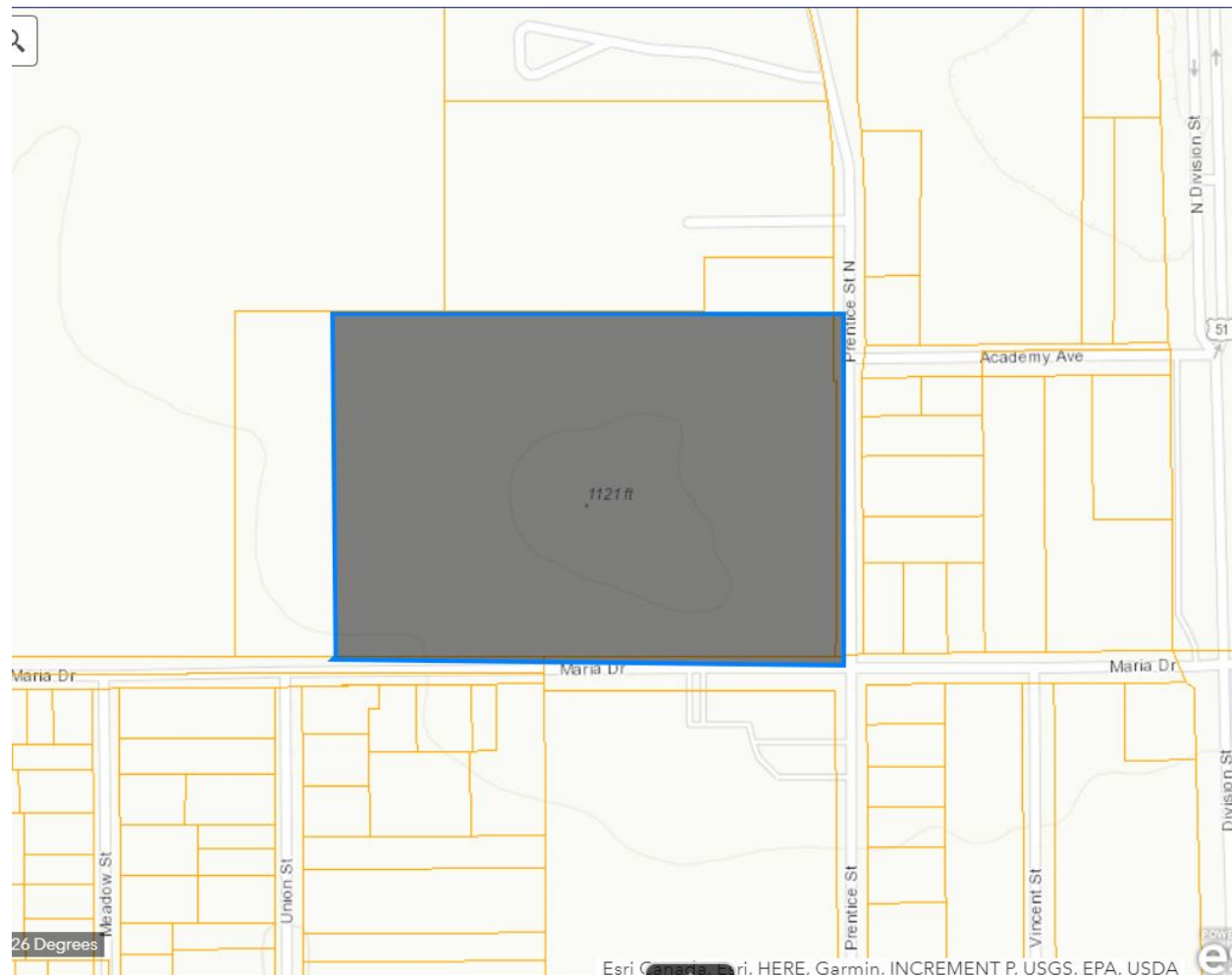
**Developer Representatives**

Sig Strautmanis  
General Capital Group  
6938 N. Santa Monica Blvd.  
Fox Point, WI 53217  
414-228-3502  
sig@generalcapitalgroup.com

# EXHIBIT C

## Topographical Map

cation



Esri Contributor. HERE, Garmin, INCREMENT P, USGS, EPA, USDA

**EXHIBIT D**

**Plot Plan**

18



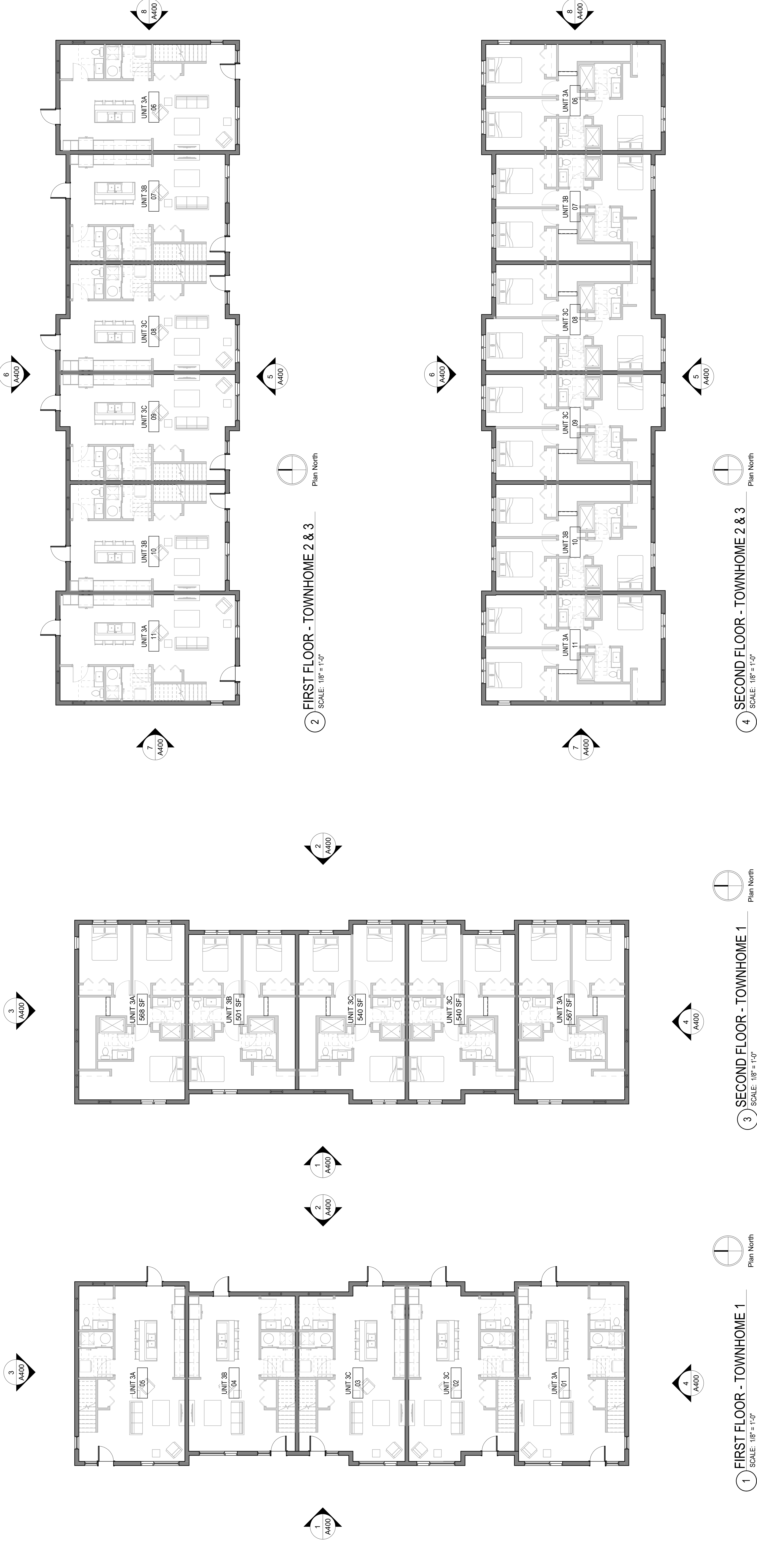




**EXHIBIT E**

**Building Plans**





# SISTERS OF ST JOSEPH TOSF - "THE GROVE"

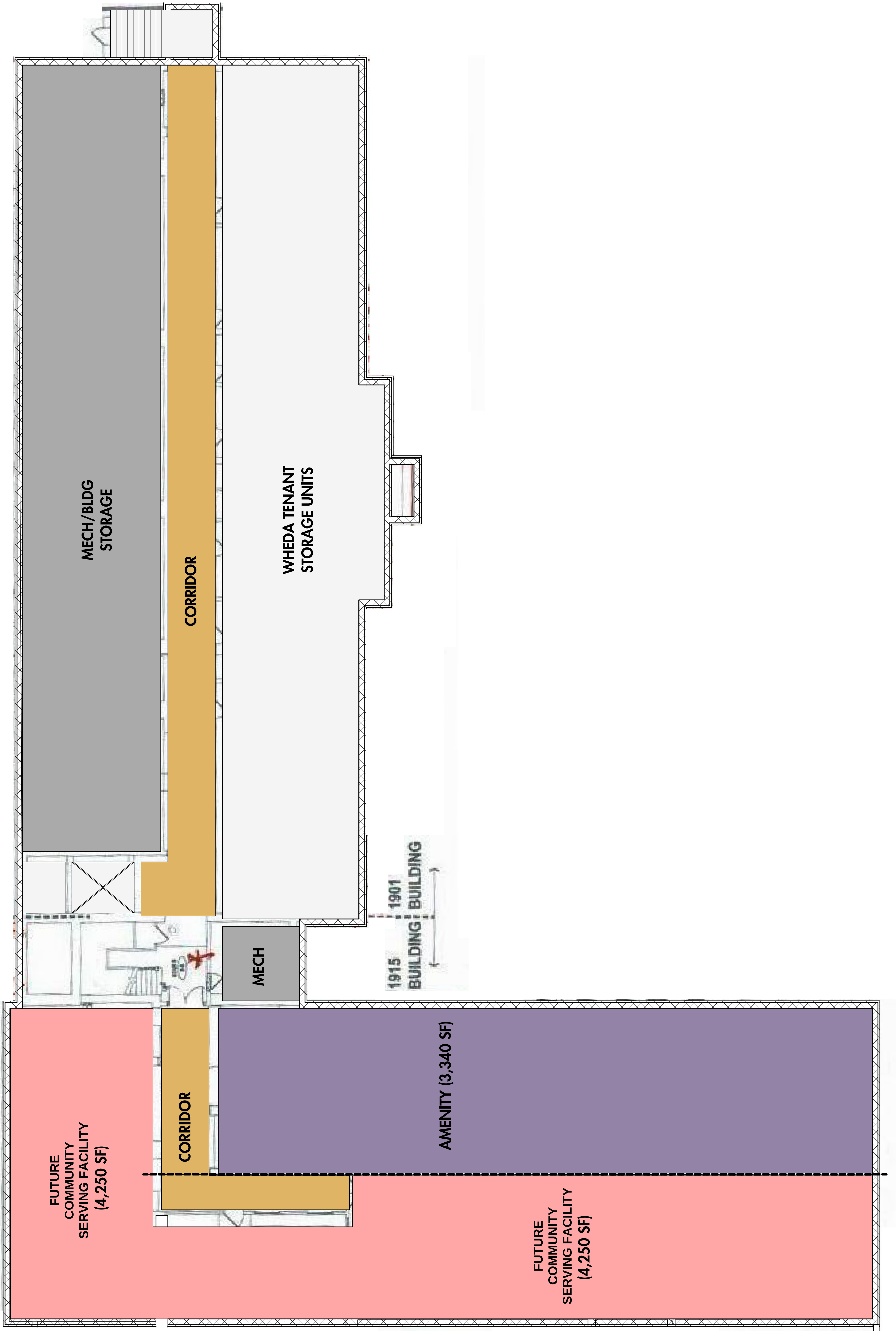
TOWNHOME FLOOR PLANS

SCALE: 1/8" = 1'-0"

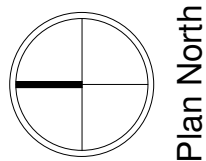
OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00





1 1901/1915 BUILDING 1 - BASEMENT  
SCALE: 1/8" = 1'-0"



## SISTERS OF ST. JOSEPH TOSF - "THE GROVE"

BUILDING 1 (1901/1915) FLOOR PLANS

SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

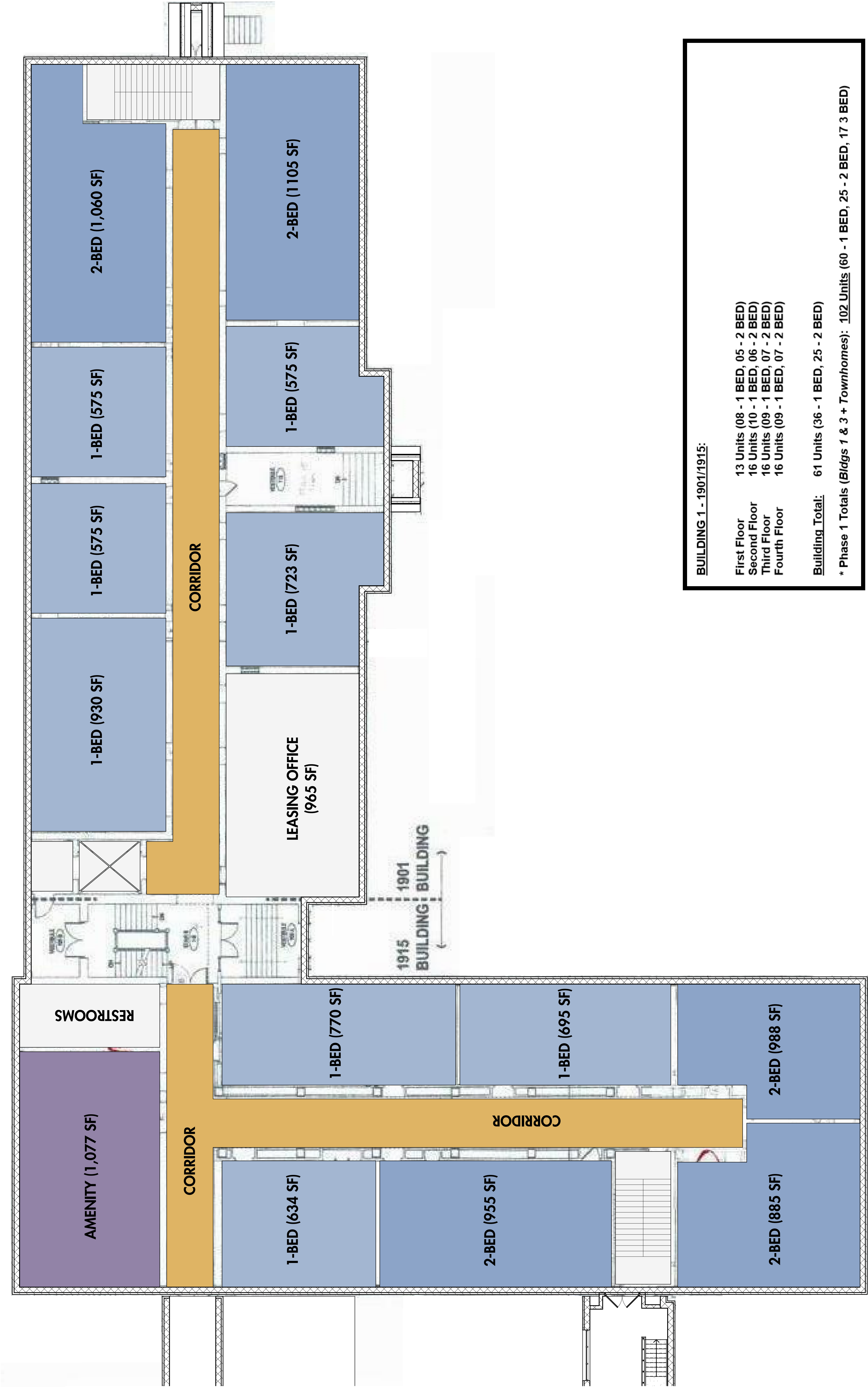
Engberg Anderson Project No. 203201.00



MILWAUKEE | MADISON | TUCSON | CHICAGO

# A101A

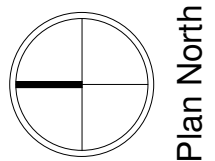
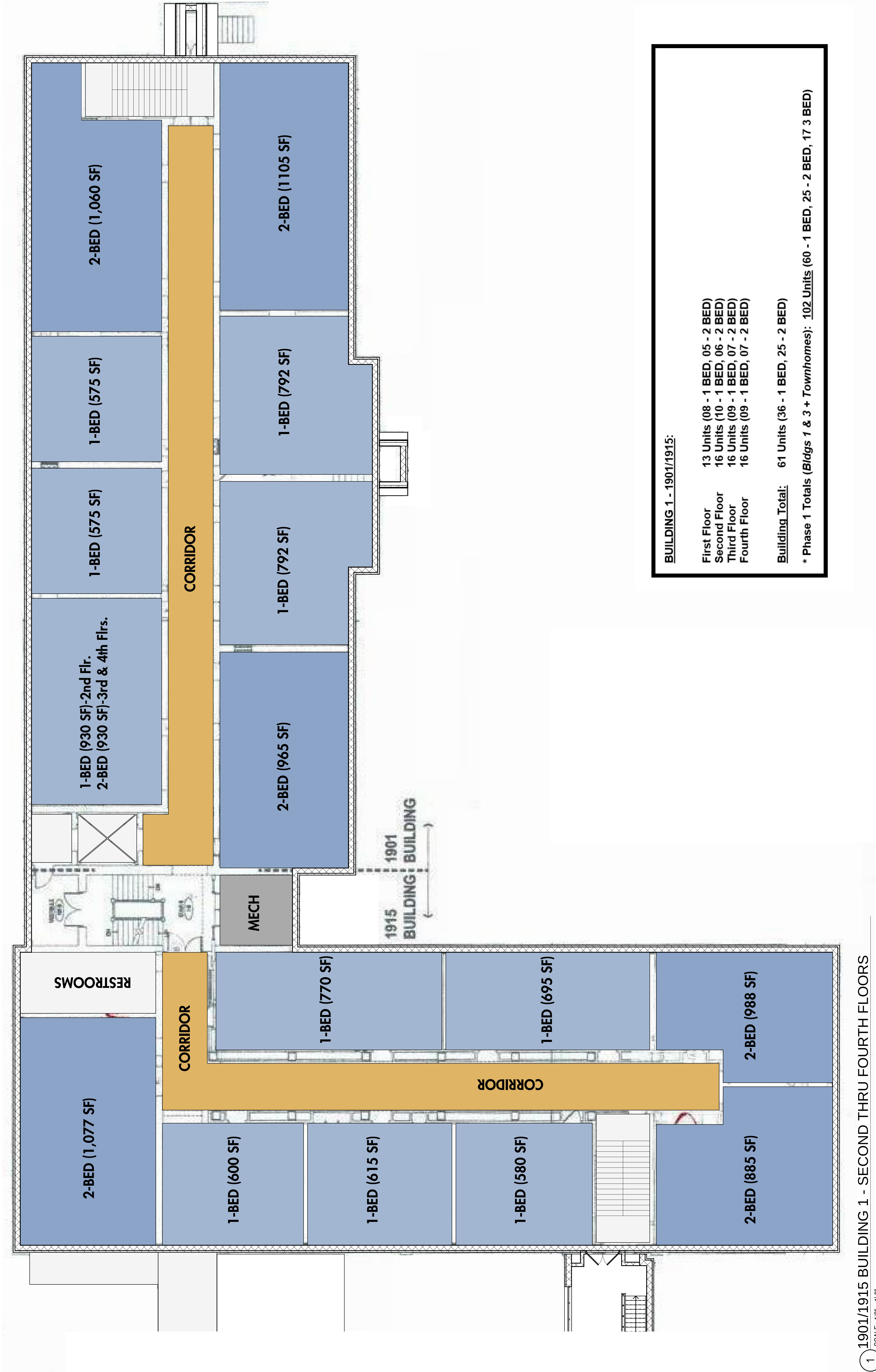




| BUILDING 1 - 1901/1915:                                                                  |                                   |
|------------------------------------------------------------------------------------------|-----------------------------------|
| First Floor                                                                              | 13 Units (08 - 1 BED, 05 - 2 BED) |
| Second Floor                                                                             | 16 Units (10 - 1 BED, 06 - 2 BED) |
| Third Floor                                                                              | 16 Units (09 - 1 BED, 07 - 2 BED) |
| Fourth Floor                                                                             | 16 Units (09 - 1 BED, 07 - 2 BED) |
| Building Total:                                                                          | 61 Units (36 - 1 BED, 25 - 2 BED) |
| * Phase 1 Totals (Bldgs 1 & 3 + Townhomes): 102 Units (60 - 1 BED, 25 - 2 BED, 17 3 BED) |                                   |

1 1901/1915 BUILDING 1 - GROUND FLOOR  
SCALE: 1/8" = 1'-0"





# SISTERS OF ST. JOSEPH TOSF - "THE GROVE"

BUILDING 1 (1901/1915) FLOOR PLANS

SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

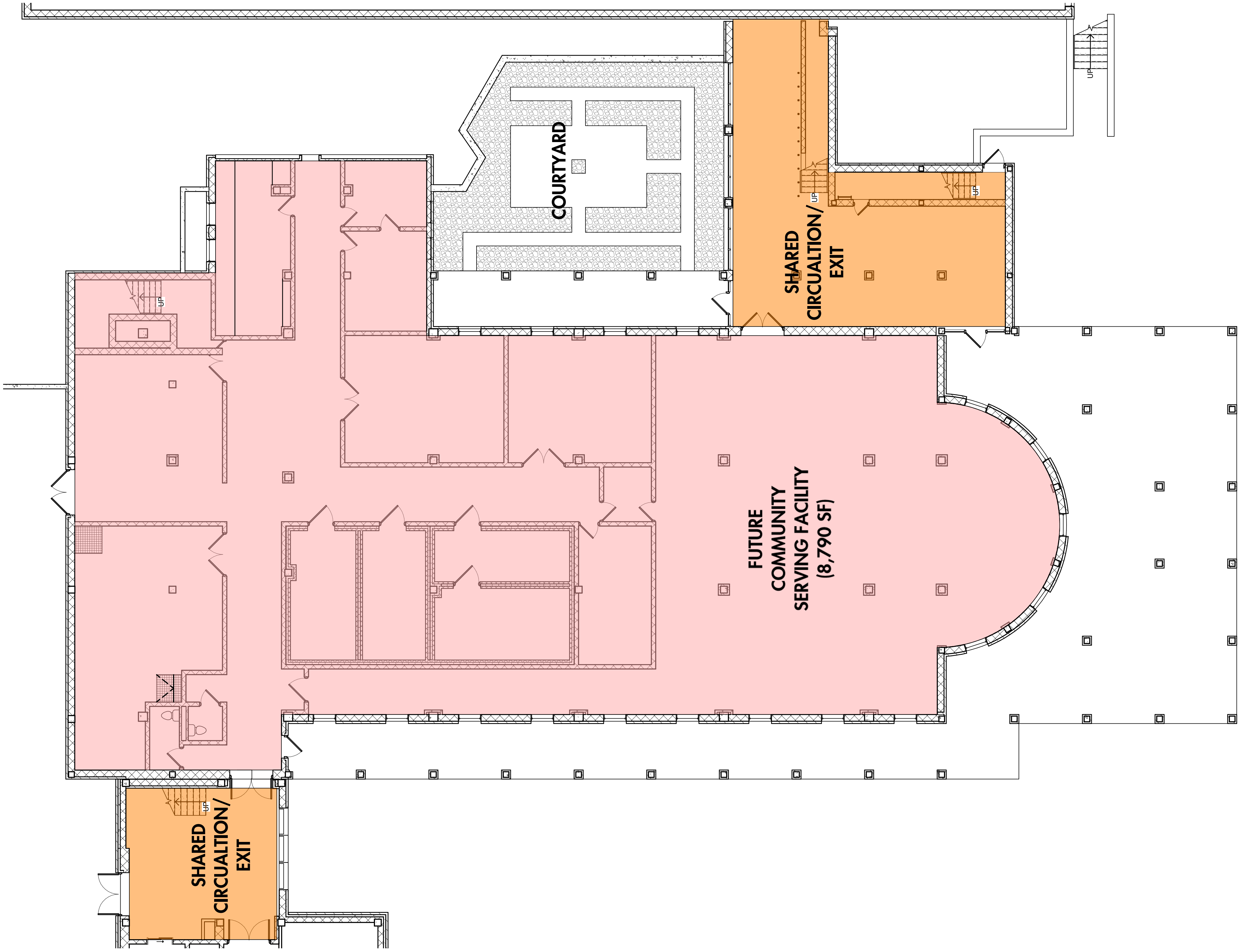
Engberg Anderson Project No. 203201.00



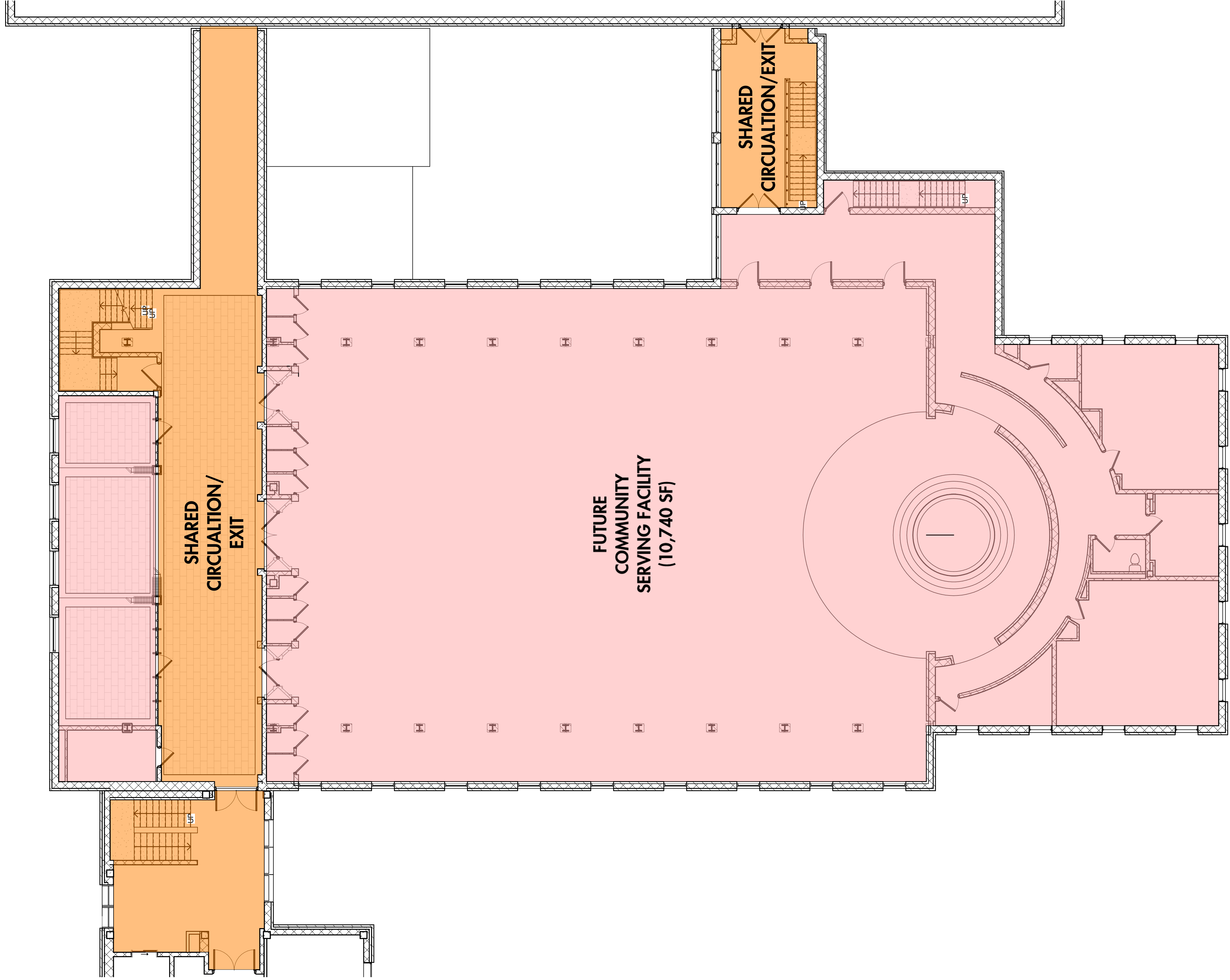
MILWAUKEE | MADISON | TUCSON | CHICAGO

# A101C





2 1964 CHAPEL BUILDING 2 - GROUND FLOOR  
SCALE: 1/8" = 1'-0"



1 1964 CHAPEL BUILDING 2 - FIRST FLOOR  
SCALE: 1/8" = 1'-0"

# SISTERS OF ST. JOSEPH TOSF - "THE GROVE"

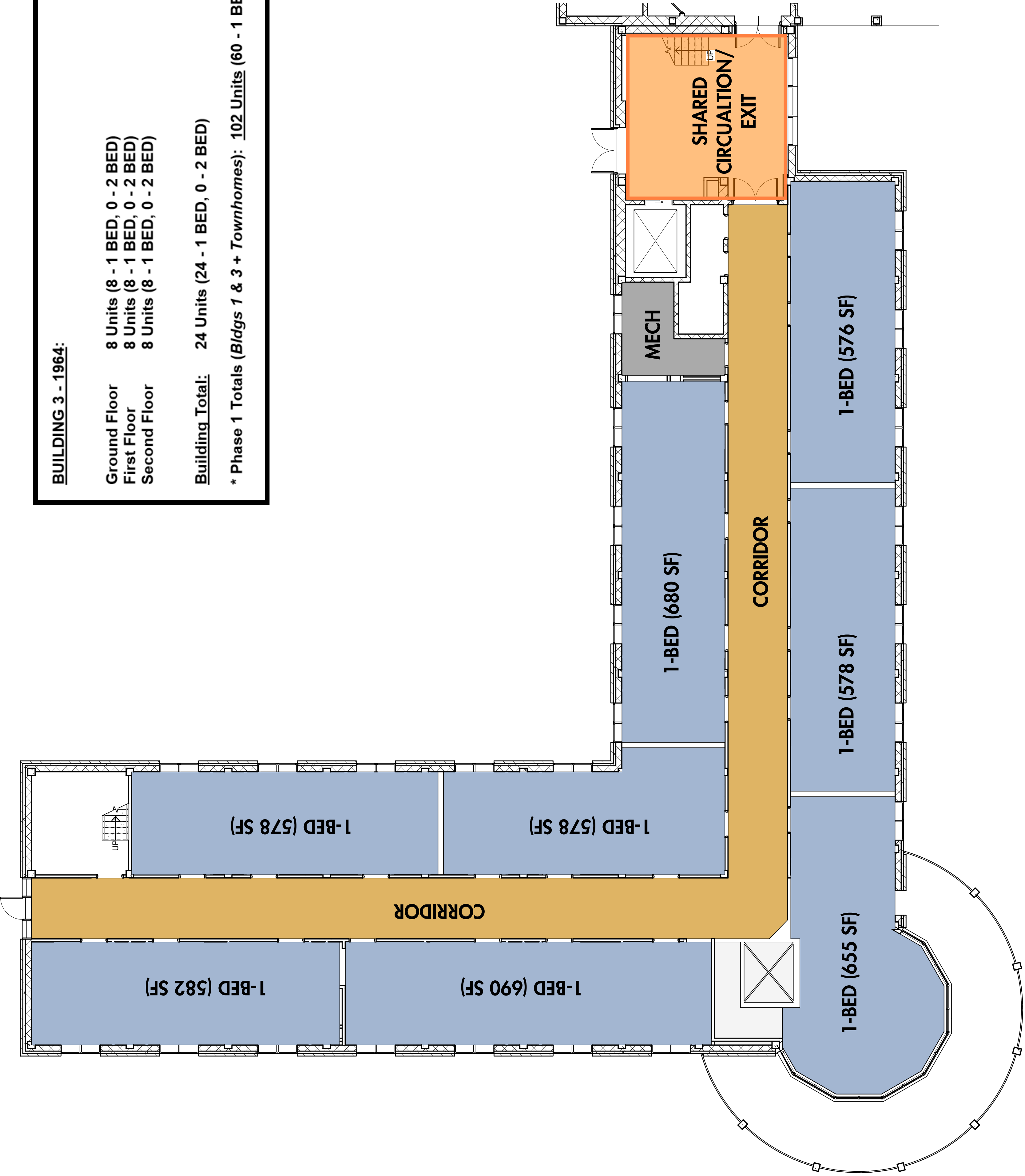
BUILDING 2 (1964 CHAPEL) FLOOR PLANS

SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00





| BUILDING 3 - 1964:                                                                       |                                  |  |
|------------------------------------------------------------------------------------------|----------------------------------|--|
| Ground Floor                                                                             | 8 Units (8 - 1 BED, 0 - 2 BED)   |  |
| First Floor                                                                              | 8 Units (8 - 1 BED, 0 - 2 BED)   |  |
| Second Floor                                                                             | 8 Units (8 - 1 BED, 0 - 2 BED)   |  |
| Building Total:                                                                          | 24 Units (24 - 1 BED, 0 - 2 BED) |  |
| * Phase 1 Totals (Bldgs 1 & 3 + Townhomes): 102 Units (60 - 1 BED, 25 - 2 BED, 17 3 BED) |                                  |  |

1 1964 BUILDING 3 - GROUND FLOOR THRU SECOND FLOOR  
SCALE: 1/8" = 1'-0"

## SISTERS OF ST. JOSEPH TOSF - "THE GROVE"

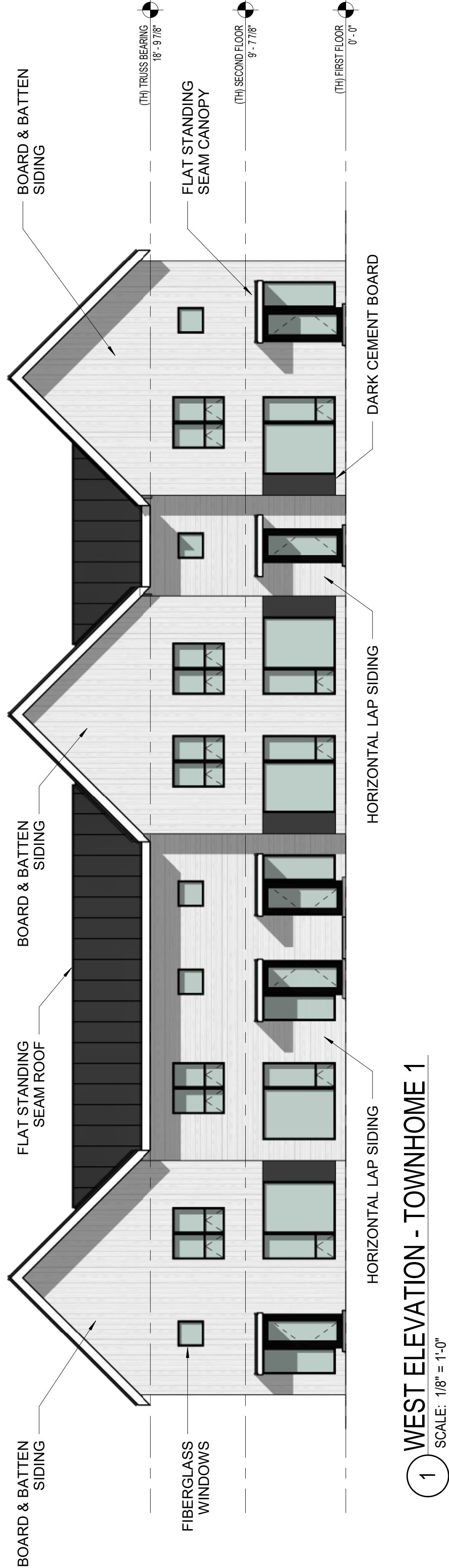
BUILDING 3 (1964) FLOOR PLANS

SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00

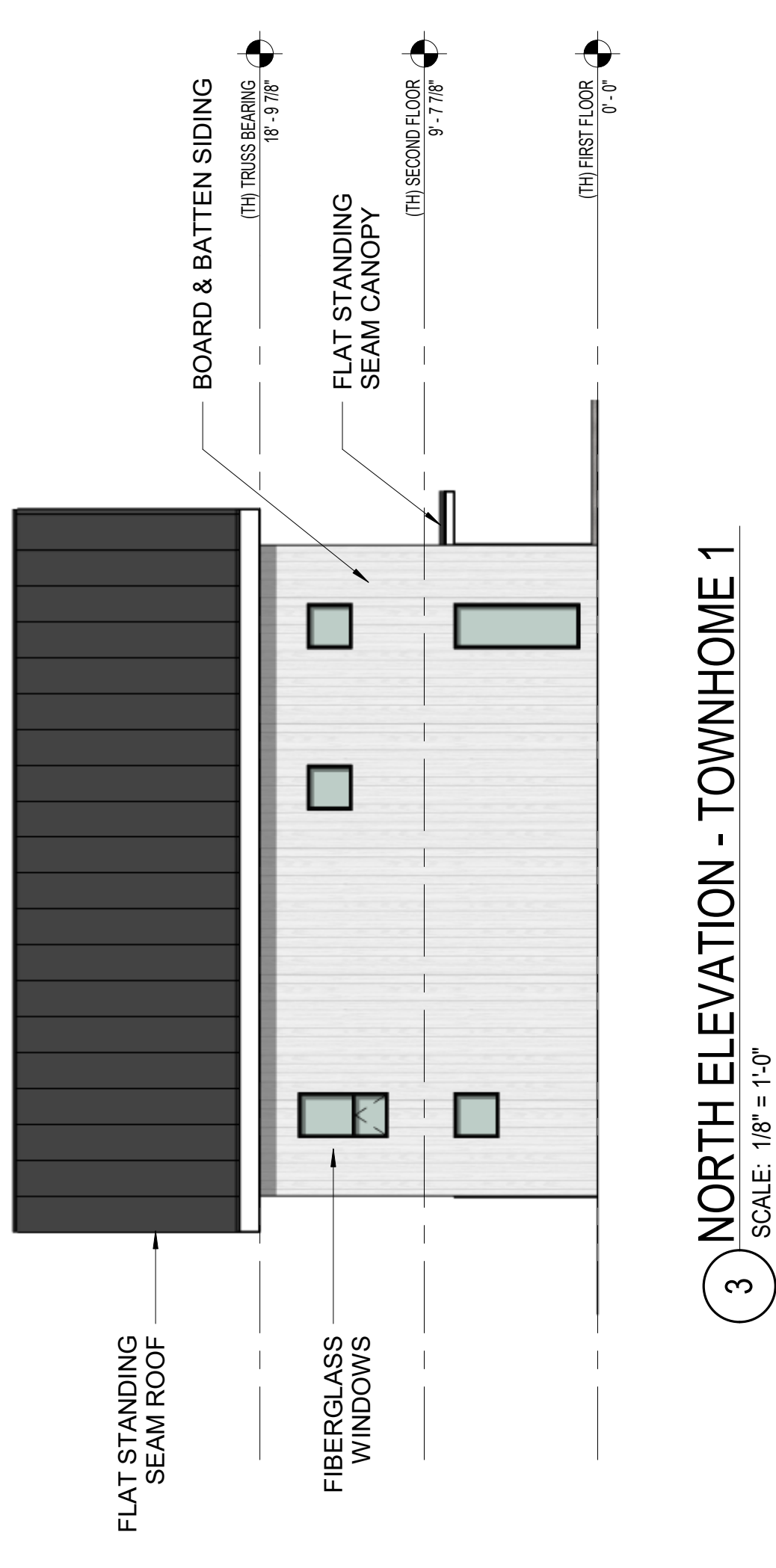




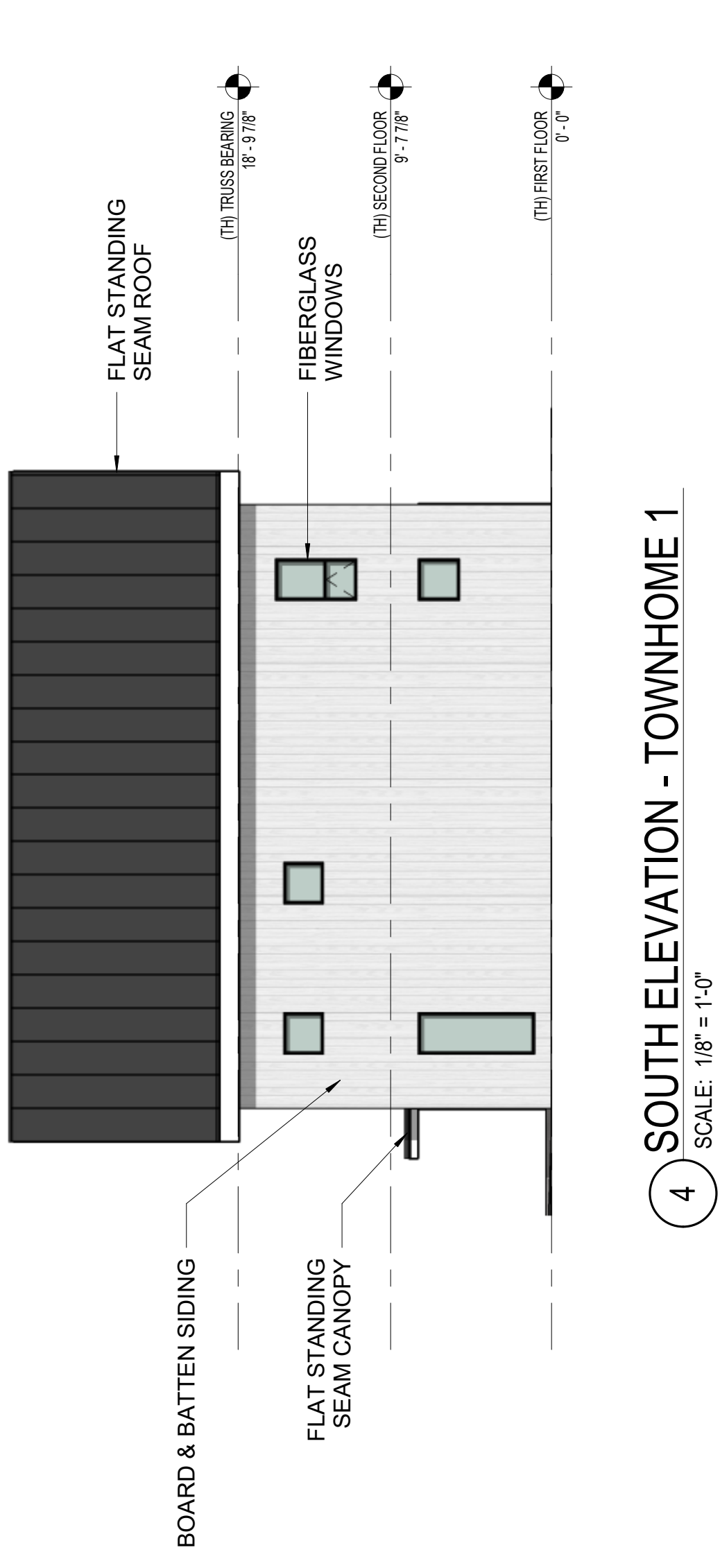
1 WEST ELEVATION - TOWNHOME 1  
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION - TOWNHOME 1  
SCALE: 1/8" = 1'-0"



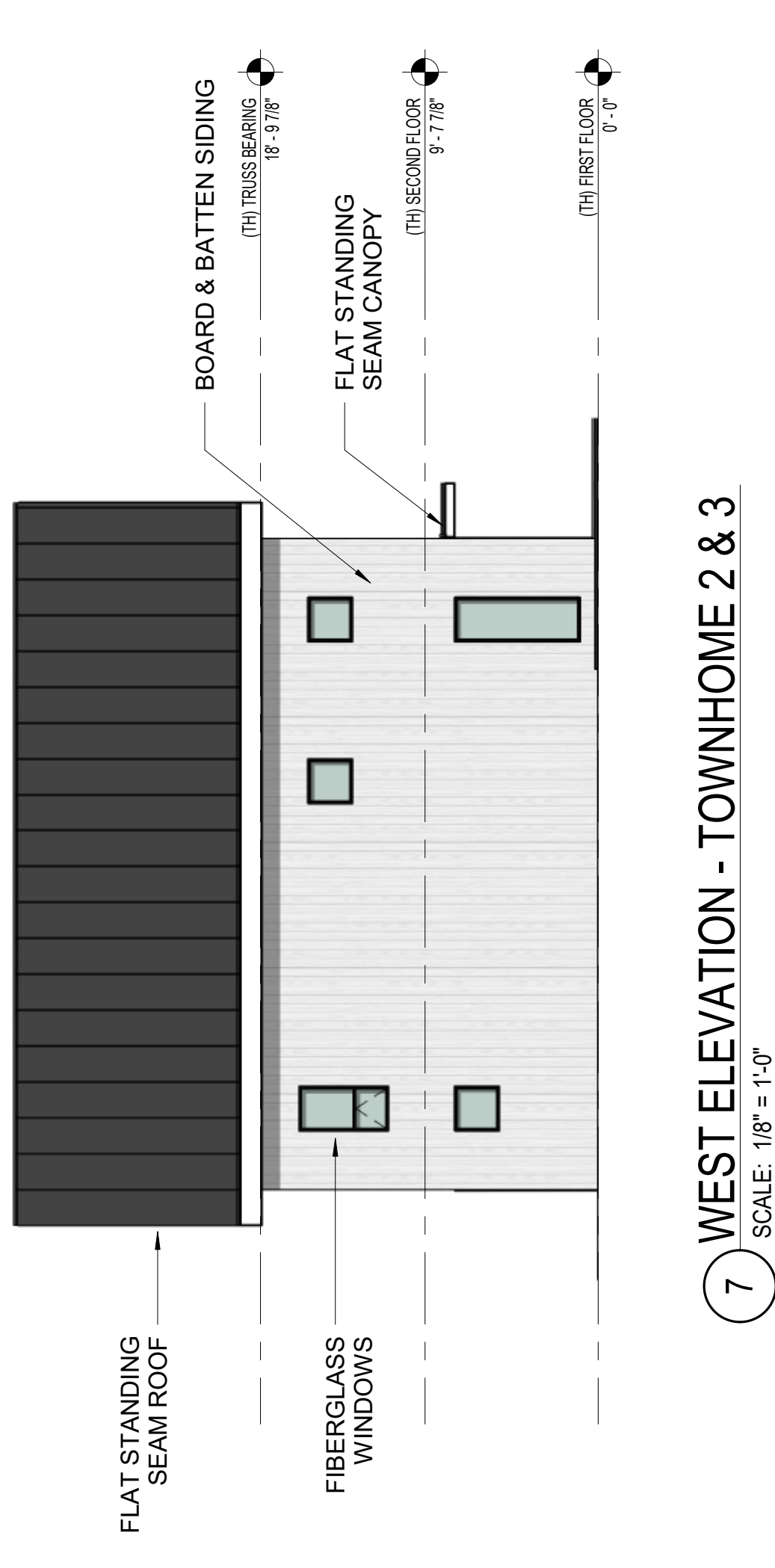
3 NORTH ELEVATION - TOWNHOME 1  
SCALE: 1/8" = 1'-0"



4 SOUTH ELEVATION - TOWNHOME 1  
SCALE: 1/8" = 1'-0"



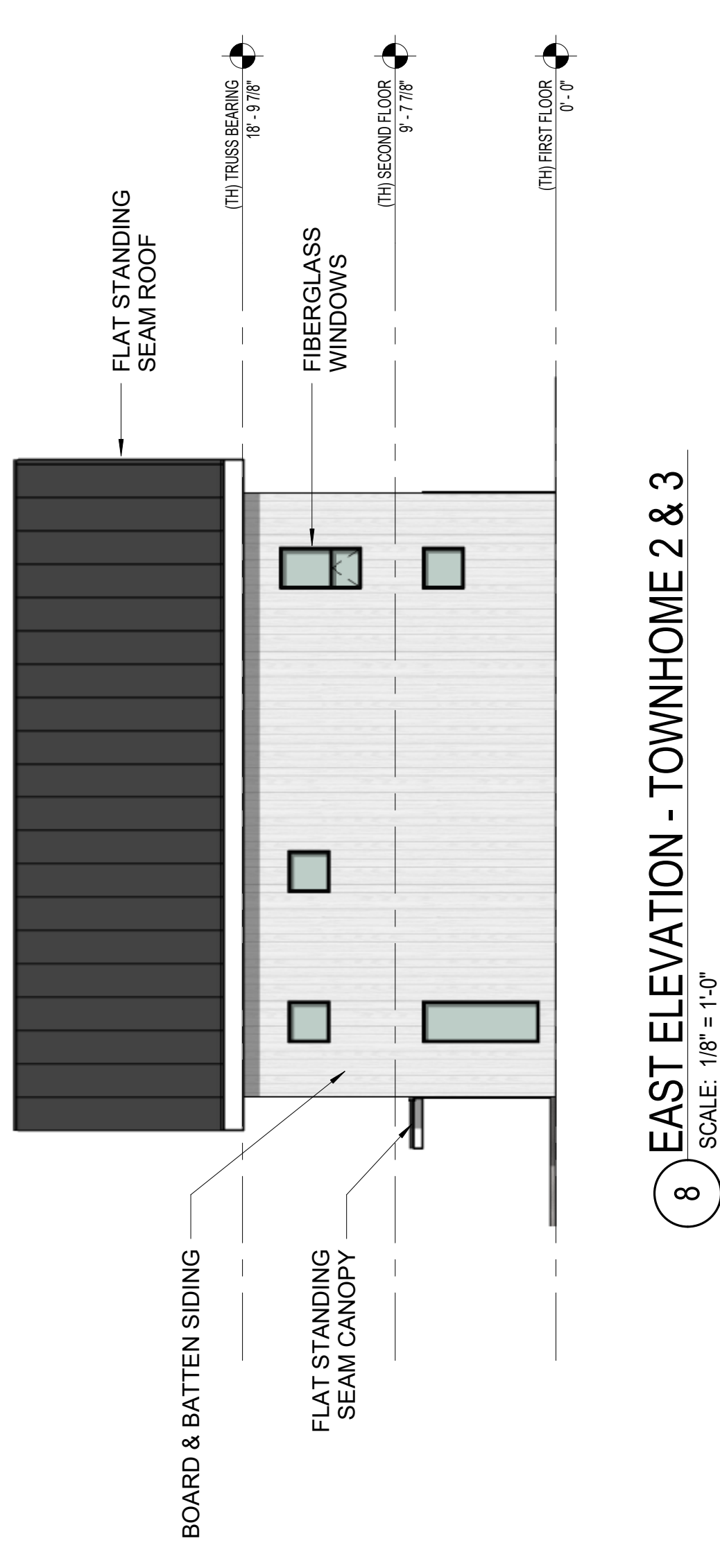
5 SOUTH ELEVATION - TOWNHOME 2 & 3  
SCALE: 1/8" = 1'-0"



7 WEST ELEVATION - TOWNHOME 2 & 3  
SCALE: 1/8" = 1'-0"



6 NORTH ELEVATION - TOWNHOME 2 & 3  
SCALE: 1/8" = 1'-0"



8 EAST ELEVATION - TOWNHOME 2 & 3  
SCALE: 1/8" = 1'-0"

## SISTERS OF ST JOSEPH TOSF - "THE GROVE"

TOWNHOME ELEVATIONS

SCALE: 1/8" = 1'-0"

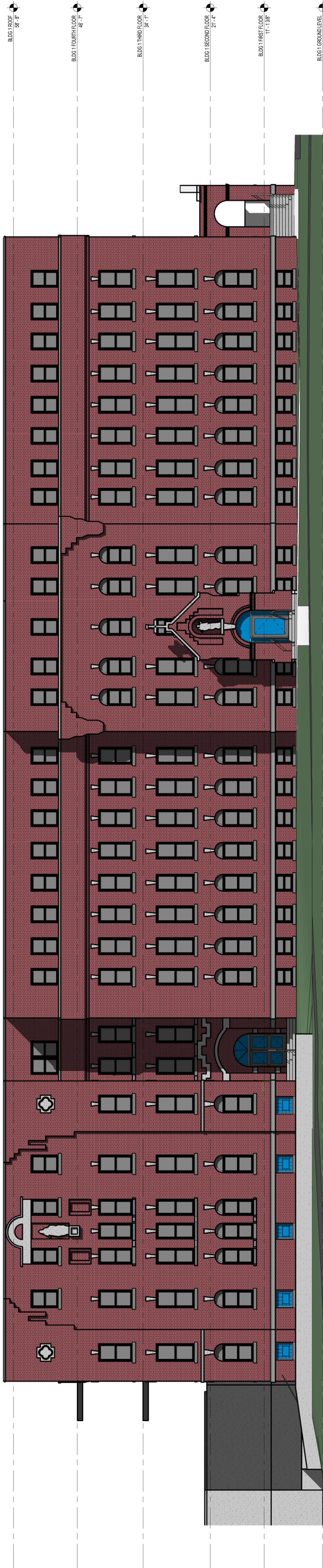
OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00



MILWAUKEE | MADISON | TUCSON | CHICAGO

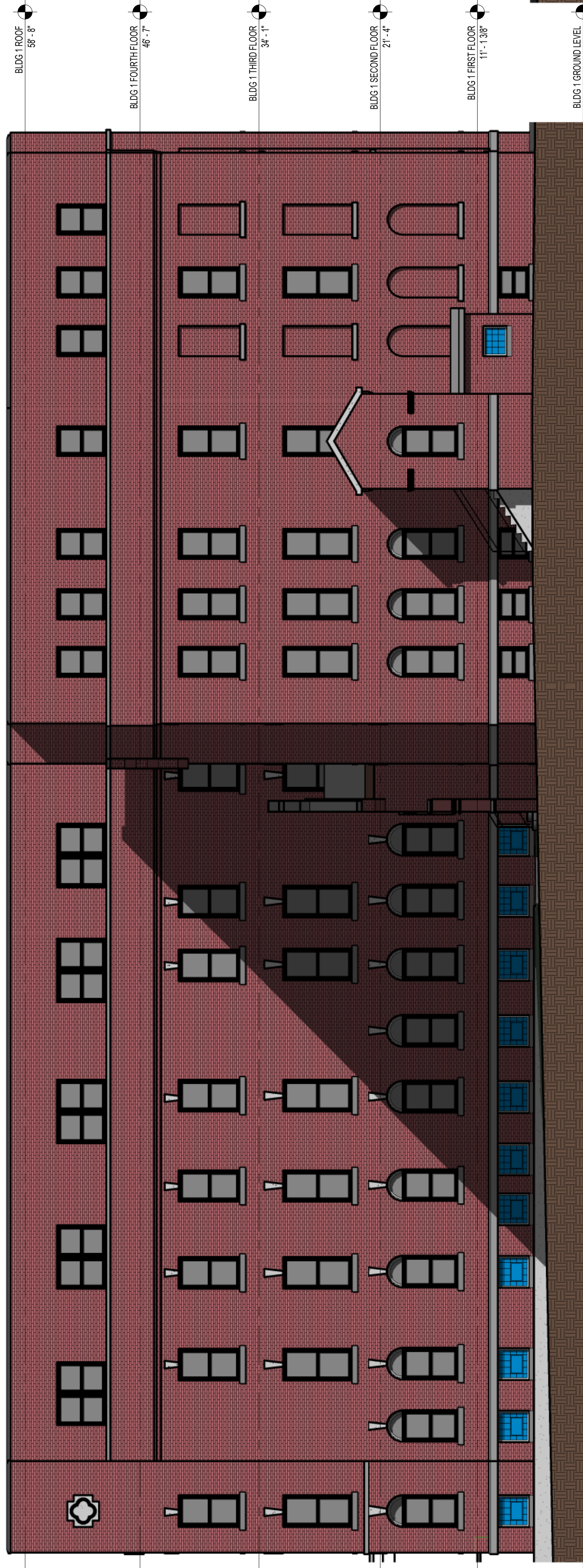




1 SOUTH ELEVATION - BUILDING 1  
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION - BUILDING 1  
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION - BUILDING 1  
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION - BUILDING 1  
SCALE: 1/8" = 1'-0"

## SISTERS OF ST JOSEPH TOSF - "THE GROVE"

EXTERIOR ELEVATIONS - BUILDING 1

SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00



MILWAUKEE | MADISON | TUCSON | CHICAGO

# A401





## SISTERS OF ST JOSEPH TOSF - "THE GROVE"

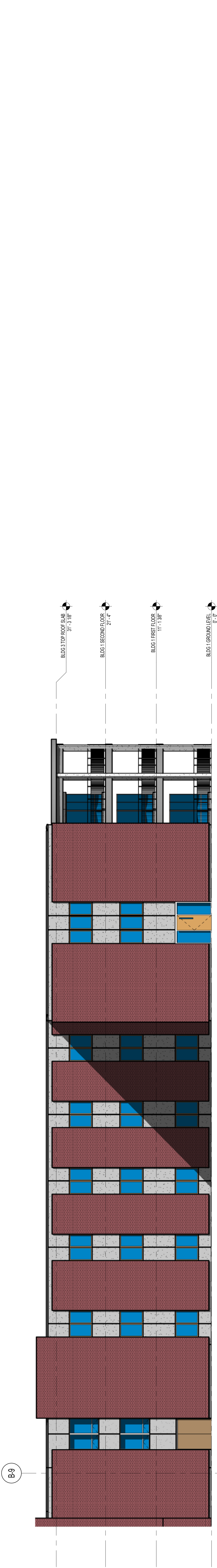
EXTERIOR ELEVATION - BUILDING 2

SCALE: 1/8" = 1'-0"

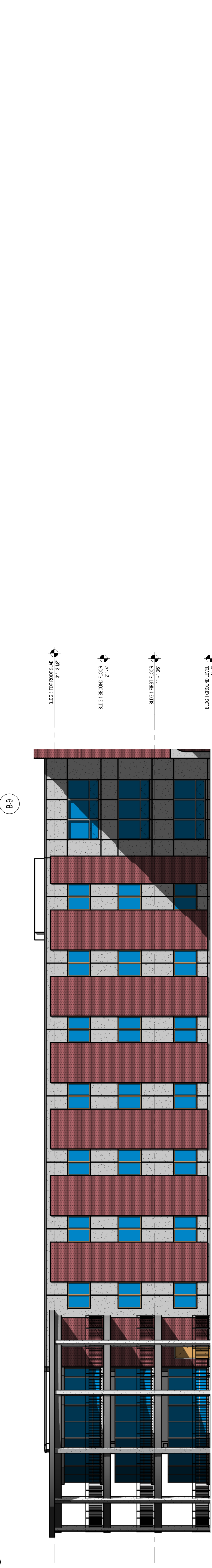
OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00





1 NORTH ELEVATION - BUILDING 3  
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION - BUILDING 3  
SCALE: 1/8" = 1'-0"



3 WEST ELEVATION - BUILDING 3  
SCALE: 1/8" = 1'-0"

4 EAST ELEVATION - BUILDING 3  
SCALE: 1/8" = 1'-0"

# SISTERS OF ST JOSEPH TOSF - "THE GROVE"

EXTERIOR ELEVATION - BUILDING 3

SCALE: 1/8" = 1'-0"

OCTOBER 5, 2020

Engberg Anderson Project No. 203201.00



MILWAUKEE | MADISON | TUCSON | CHICAGO



**EXHIBIT F**

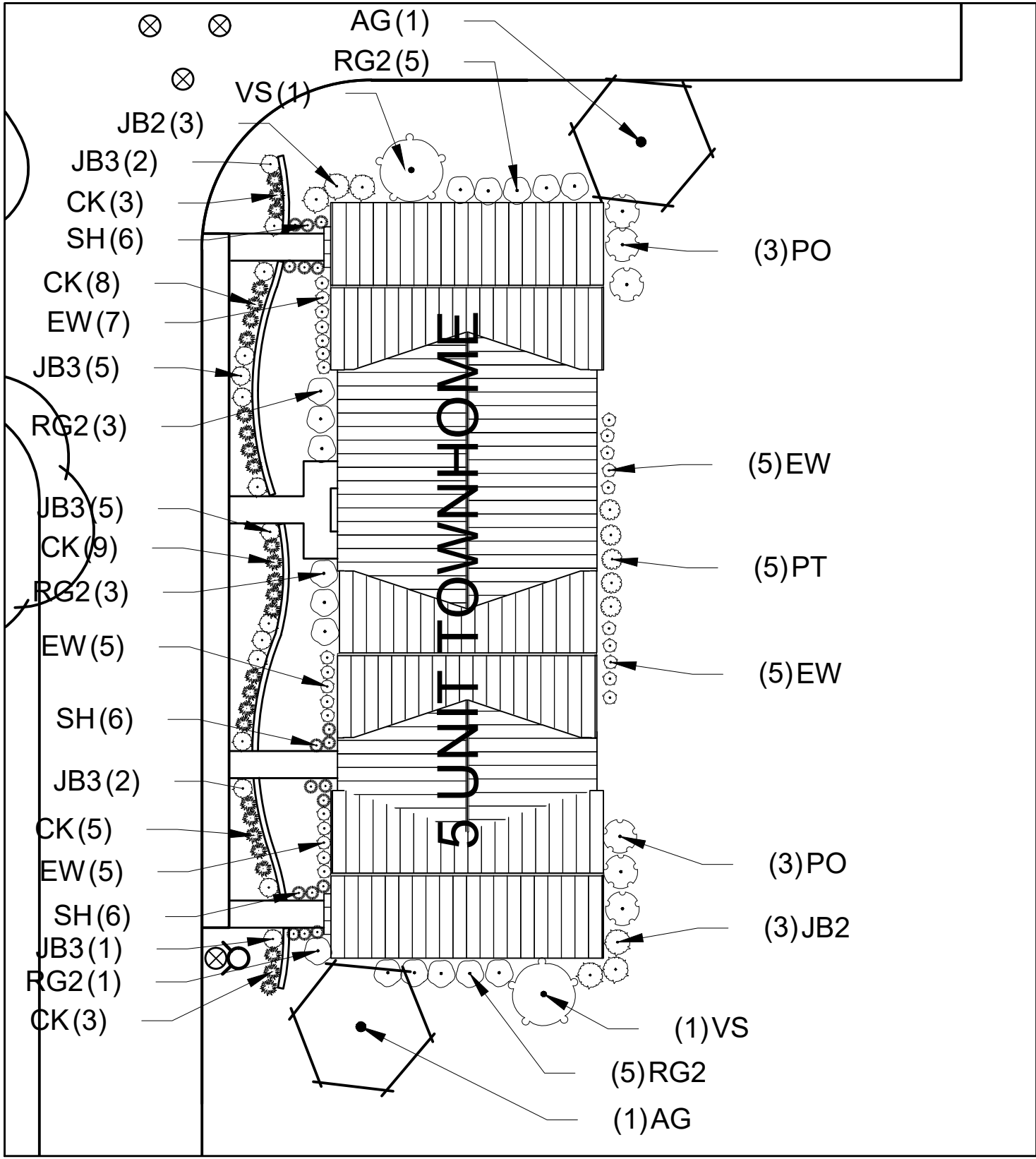
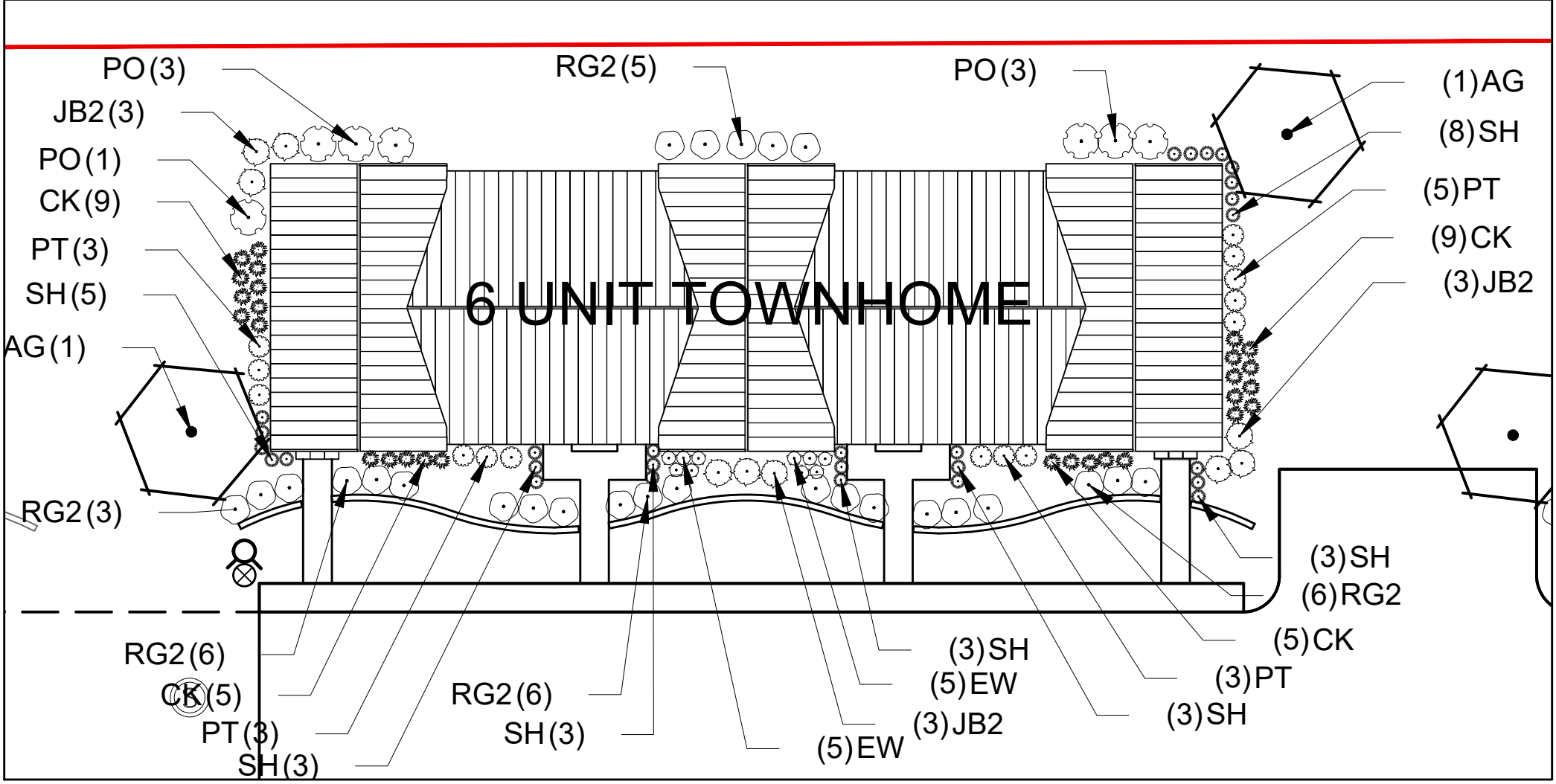
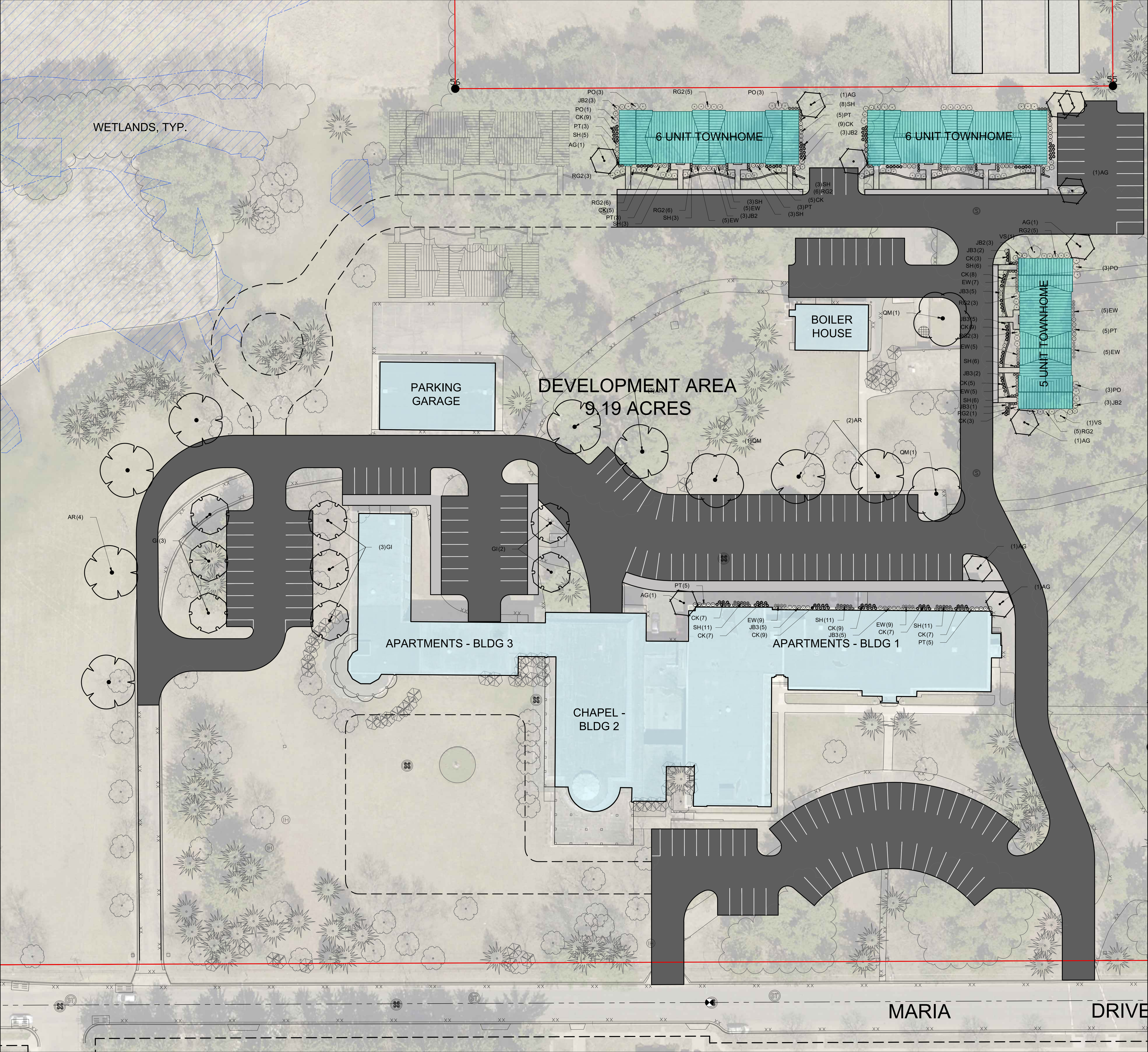
**Schedule**

**Stevens Point LIHTC TIF Request**

|                |              |                              |              |
|----------------|--------------|------------------------------|--------------|
| Am Period      | 20           | Maximum Leverage of TIF      | 30%          |
| Interest Rate  | 2.50%        | Guaranteed Value at Leverage | \$ 7,500,000 |
| TIF Amount     | \$ 2,250,000 | Mill Rate                    | \$ 22.20     |
| Annual Payment | (\$144,331)  | Annual Stipulated Tax Pmnt   | \$ 166,500   |

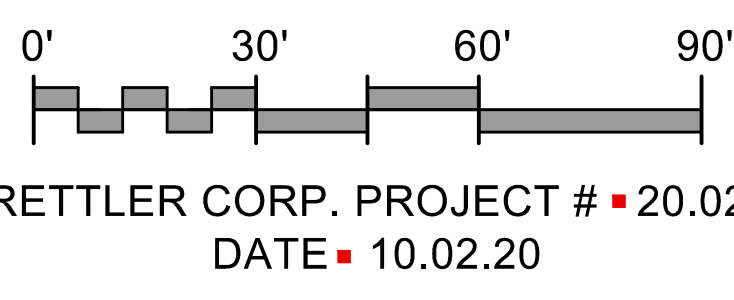
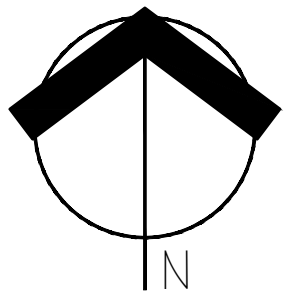
| YEAR |    | TIF Outstanding | Payment   | Principal | Interest    | TIF Outstanding<br>after Pmnt | Annual Tax | Toward DS   | Excess Annual<br>Tax Proceeds |
|------|----|-----------------|-----------|-----------|-------------|-------------------------------|------------|-------------|-------------------------------|
| 2021 | 1  | \$ 2,250,000    | \$0       | \$0       | \$ -        | \$ 2,250,000                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2022 | 2  | \$ 2,250,000    | \$144,331 | \$88,081  | \$ 56,250   | \$ 2,161,919                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2023 | 3  | \$ 2,161,919    | \$144,331 | \$90,283  | \$ 54,048   | \$ 2,071,636                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2024 | 4  | \$ 2,071,636    | \$144,331 | \$92,540  | \$ 51,791   | \$ 1,979,096                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2025 | 5  | \$ 1,979,096    | \$144,331 | \$94,854  | \$ 49,477   | \$ 1,884,242                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2026 | 6  | \$ 1,884,242    | \$144,331 | \$97,225  | \$ 47,106   | \$ 1,787,017                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2027 | 7  | \$ 1,787,017    | \$144,331 | \$99,656  | \$ 44,675   | \$ 1,687,362                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2028 | 8  | \$ 1,687,362    | \$144,331 | \$102,147 | \$ 42,184   | \$ 1,585,215                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2029 | 9  | \$ 1,585,215    | \$144,331 | \$104,701 | \$ 39,630   | \$ 1,480,514                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2030 | 10 | \$ 1,480,514    | \$144,331 | \$107,318 | \$ 37,013   | \$ 1,373,196                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2031 | 11 | \$ 1,373,196    | \$144,331 | \$110,001 | \$ 34,330   | \$ 1,263,194                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2032 | 12 | \$ 1,263,194    | \$144,331 | \$112,751 | \$ 31,580   | \$ 1,150,443                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2033 | 13 | \$ 1,150,443    | \$144,331 | \$115,570 | \$ 28,761   | \$ 1,034,873                  | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2034 | 14 | \$ 1,034,873    | \$144,331 | \$118,459 | \$ 25,872   | \$ 916,414                    | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2035 | 15 | \$ 916,414      | \$144,331 | \$121,421 | \$ 22,910   | \$ 794,993                    | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2036 | 16 | \$ 794,993      | \$144,331 | \$124,456 | \$ 19,875   | \$ 670,537                    | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2037 | 17 | \$ 670,537      | \$144,331 | \$127,568 | \$ 16,763   | \$ 542,970                    | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2038 | 18 | \$ 542,970      | \$144,331 | \$130,757 | \$ 13,574   | \$ 412,213                    | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2039 | 19 | \$ 412,213      | \$144,331 | \$134,026 | \$ 10,305   | \$ 278,187                    | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2040 | 20 | \$ 278,187      | \$144,331 | \$137,376 | \$ 6,955    | \$ 140,811                    | \$ 166,500 | (\$144,331) | \$ 22,169                     |
| 2041 | 21 | \$ 140,811      | \$144,331 | \$140,811 | \$ 3,520    | \$ -                          | \$ 166,500 | 0           | \$ 166,500                    |
| 2042 | 22 | \$ -            | \$144,331 | \$144,331 | \$ -        | \$ (144,331)                  | \$ 166,500 | 0           | \$ 166,500                    |
| 2043 | 23 | \$ (144,331)    | \$144,331 | \$147,939 | \$ (3,608)  | \$ (292,270)                  | \$ 166,500 | 0           | \$ 166,500                    |
| 2044 | 24 | \$ (292,270)    | \$144,331 | \$151,638 | \$ (7,307)  | \$ (443,908)                  | \$ 166,500 | 0           | \$ 166,500                    |
| 2045 | 25 | \$ (443,908)    | \$144,331 | \$155,429 | \$ (11,098) | \$ (599,337)                  | \$ 166,500 | 0           | \$ 166,500                    |
| 2045 | 26 | \$ (599,337)    | \$144,331 | \$159,314 | \$ (14,983) | \$ (758,651)                  | \$ 166,500 | 0           | \$ 166,500                    |
|      |    |                 |           |           |             |                               |            |             | <b>\$ 1,442,379</b>           |





PLANT SCHEDULE

| TREES              | CODE | BOTANICAL / COMMON NAME                                                          | CONT            | QTY |
|--------------------|------|----------------------------------------------------------------------------------|-----------------|-----|
| AR                 | AR   | ACER RUBRUM / RED MAPLE                                                          | 2" CAL B&B      | 8   |
| AG                 | AG   | AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / 'AUTUMN BRILLIANCE' SERVICEBERRY | 2" CAL B&B      | 11  |
| GI                 | GI   | GLEDTISIA TRIACANTHOS INERMIS 'SKYCOLE' TM / SKYLINE THORNLESS HONEY LOCUST      | 15 GAL          | 8   |
| QM                 | QM   | QUERCUS MACROCARPA / BURR OAK                                                    | 2.0" BB         | 3   |
| SHRUBS             | CODE | BOTANICAL / COMMON NAME                                                          | CONT            | QTY |
| JB2                | JB2  | JUNIPERUS CHINENSIS 'BLUE POINT' / BLUE POINT JUNIPER                            | 5 GAL           | 24  |
| JB3                | JB3  | JUNIPERUS SQUAMATA 'BLUE STAR' / BLUE STAR JUNIPER                               | 3 GAL           | 25  |
| PO                 | PO   | PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD' / YELLOW NINEBARK                          | 36" HEIGHT MIN. | 20  |
| PT                 | PT   | PHYSOCARPUS OPULIFOLIUS 'SMPOTW' TM / TINY WINE NINEBARK                         | 3 GAL           | 43  |
| RG2                | RG2  | RIBES ALPINUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT                         | 3 GAL           | 69  |
| VS                 | VS   | VIBURNUM DENTATUM 'SYNNESTVEDT' TM / CHICAGO LUSTRE ARROWWOOD VIBURNUM           | 5 GAL           | 2   |
| ORNAMENTAL GRASSES | CODE | BOTANICAL / COMMON NAME                                                          | CONT            | QTY |
| CK                 | CK   | CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS                  | 1 GAL           | 130 |
| SH                 | SH   | SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED                                        | 1 GAL           | 107 |
| PERENNIALS         | CODE | BOTANICAL / COMMON NAME                                                          | CONT            | QTY |
| EW                 | EW   | ECHINACEA PURPUREA 'WHITE SWAN' / PURPLE CONEFLOWER                              | 1 GAL           | 65  |



RETTLER CORP. PROJECT # 20.021  
DATE 10.02.20

SISTERS OF ST JOSEPH TOSF - "THE GROVE"

SITE LANDSCAPE PLAN

SCALE: 1"=30'

DATE: 10-02-2020

Engberg Anderson Project No. 203201.00



## Division of Energy, Housing and Community Resources

### Community Development Block Grant – Potential Fair Housing Actions

UNIT OF GENERAL LOCAL GOVERNMENT (UGLG) NAME: CITY OF STEVENS POINT  
DOA-DEHCR Grant Agreement #: \_\_\_\_\_

## POTENTIAL FAIR HOUSING ACTIONS

According to 24 CFR 570.487(b), the Unit of General Local Government (UGLG) must take some action to affirmatively further fair housing during the contract period if the UGLG receives a CDBG Grant. **Indicate (by checking the appropriate boxes) at least THREE (3) of the actions listed below that will be completed if the UGLG is awarded a CDBG Grant.** If your project is funded, the actions selected (below) will be included in the Grant Agreement (i.e. contract) timetable and will be required to be implemented in accordance with the timetable of the signed Grant Agreement. **Fair housing actions may include, but are not limited to the following:**

| Selection(s)                        | Actions                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | 1. Enact, strengthen, or advertise a local fair housing law;                                                                                                                                                                                                                                                                 |
| <input type="checkbox"/>            | 2. Make area-wide zoning revisions to facilitate the dispersal of multi-family housing outside of minority-concentrated areas;                                                                                                                                                                                               |
| <input type="checkbox"/>            | 3. Initiate or fund any studies examining current housing opportunities for minority persons, handicapped persons, and families with children and have these studies form the basis of an affirmative action program providing greater housing opportunities for minorities, handicapped persons and families with children; |
| <input type="checkbox"/>            | 4. Send letters from the chief elected official of the local government to those in the business of selling, renting, or financing housing, encouraging them to adhere fully to the fair housing law;                                                                                                                        |
| <input checked="" type="checkbox"/> | 5. Have the local governing body or chief elected official publicly endorse the principle of fair housing and of adherence to the fair housing law in the form of a proclamation, resolution, or similar publicized statement of importance;                                                                                 |
| <input type="checkbox"/>            | 6. Improve community facilities and public services in racially integrated neighborhoods to help preserve their mixed character;                                                                                                                                                                                             |
| <input checked="" type="checkbox"/> | 7. Display a fair housing poster or provide fair housing information at an appropriate public place;                                                                                                                                                                                                                         |
| <input type="checkbox"/>            | 8. Initiate a public education program on fair housing, involving, for example, representatives of fair housing groups, human relations' bodies, minority organizations, the real estate industry, and government, through the local media. This could include talks on the community's housing opportunities;               |



## Division of Energy, Housing and Community Resources

### Community Development Block Grant – Potential Fair Housing Actions

|                          |                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | 9. Fund a fair housing organization (such as a local housing authority) to conduct studies and/or to aggressively investigate rental and/or realtor practices;                                                                                                                                                                                                      |
| <input type="checkbox"/> | 10. Suggest the use of affirmative marketing and advertising practices by private developers as a condition for obtaining local licenses and permits; and                                                                                                                                                                                                           |
| <input type="checkbox"/> | 11. Enlist the participation of local associations (realtors, real estate brokers, home builders, and mortgage lenders) in approved voluntary programs to promote affirmative fair housing marketing and to review mortgage credit and underwriting criteria that may have an adverse impact on minorities, women, handicapped persons, and families with children. |
| <input type="checkbox"/> | 12. OTHER:                                                                                                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/> | 13. OTHER:                                                                                                                                                                                                                                                                                                                                                          |

UGLG Name: **CITY OF STEVENS  
POINT**

Date by which  
the actions will  
be completed:

**12/31/2021**

(Date)

Office of Fair Housing and Equal Opportunity: <http://www.hud.gov/offices/ftheo/>

Fair Housing ads and other materials: <http://www.fairhousinglaw.org/>

## Division of Energy, Housing and Community Resources

### Community Development Block Grant – Acquisition, Relocation, & Demolition Questionnaire

UNIT OF GENERAL LOCAL GOVERNMENT (UGLG) NAME: CITY OF STEVENS POINT

## ACQUISITION, RELOCATION, & DEMOLITION QUESTIONNAIRE for a Community Development Block Grant (CDBG)

This questionnaire will be used by the Division of Energy, Housing and Community Resources to determine if you have adequately planned and budgeted for acquisition, relocation, down payment assistance, rehabilitation, and demolition activities related to your proposed CDBG project. Requirements are referenced in the Uniform Relocation and Real Property Acquisition Policies of 1970, as amended (URA) and Section 104(d) of the Housing and Community Development Act (Barney Frank Amendment).

Answer the following Acquisition, Relocation, Demolition, and Conversion questions (**Yes**, **No**, or **N/A**).  
The proposed CDBG project will involve the:

1.   X   Voluntary Acquisition of:

- Temporary easement(s)
- Permanent easement(s)
- Vacant land
- X   Land and building(s)

  NO   *Will tenants be, or have they been, displaced?*

2.        Involuntary Acquisition of:

- Temporary easement(s)
- Permanent easement(s)
- Vacant land
- Land and building(s)

       *Are any units occupied? If yes, indicate whether:*

- Relocation assistance will be provided or has been provided
- Residential occupant is low- and moderate-income

3.        Donation of:

- Temporary easement(s)
- Permanent easement(s)
- Vacant land
- Land and building(s)

- Tenant(s) will be displaced or have been displaced
- Tenant(s) is residential occupant and is low- and moderate-income

4.        Demolition of residential units or conversion/rehabilitation of residential unit to another use, and the:

- Unit is occupiable
- Unit rents or would rent at or below the Fair Market Rent
- Unit will be replaced

**NOTE:** *If “yes” to any of the three questions above, attach documentation required and listed in your Uniform Relocation Plan.*

       Unit is not occupiable and evidence is attached

## **Division of Energy, Housing and Community Resources**

### **Community Development Block Grant – Acquisition, Relocation, & Demolition Questionnaire**

---

**PLEASE NOTE:**

*CDBG projects are subject to State and Federal acquisition/relocation/demolition requirements. If you answered “yes” to any of the questions above, please contact the Bureau of Community Development to discuss the applicability of these requirements to the proposed project.*





Mr. Dave Pawlisch  
Director  
Wisconsin Department of Administration  
Division of Energy, Housing and Community Resources  
Bureau of Community Development  
101 E. Wilson St., 9th Floor  
Madison, WI 53707-7970

**RE: The Grove Apartments CDBG Special Project Application The Grove Apartments**

Dear Dave:

Please let this letter serve as General Capital Development, LLC's ("GCD") commitment letter for the Grove Apartments application for CDBG funds. GCD has 23 years' experience in affordable housing. GCD is committed to the project and is working on securing a reservation of tax credits and other soft money sources in order to finance the project. Included in the application package is financial pro-forma.

If you have any questions, please do not hesitate to contact me at (414) 228-3518. Thank you for your time and consideration.

Sincerely,

Joshua Hafron

## RESOLUTION

### [CONDITIONAL USE PERMIT – 825 WHITING AVENUE– CONSTRUCT OUTDOOR VISITATION AREA]

**BE IT RESOLVED** by the Common Council of the City of Stevens Point, Portage County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at **825 Whiting Avenue (Parcel ID 281230805101103)**, and described as LOT 1 CSM#1580-6- 38 BNG PRT SE NE S5 T23 R8 ESMT-369/537 150/532, City of Stevens Point, Portage County, Wisconsin, is hereby granted a Conditional Use Permit to construct an outdoor visitation area with the following conditions:

1. The structure shall meet accessibility and anchoring requirements as outlined within the Commercial Building Code.
2. All building permits shall be applied for and obtained prior to the start of construction.
3. Staff shall have the authority to approve minor amendments to the site plan.

Approved: \_\_\_\_\_  
Mike Wiza, Mayor

Attest: \_\_\_\_\_  
Kari Yenter, City Clerk

Dated: May 3, 2021  
Adopted: May 3, 2021

Drafted by: Adam Kuhn  
Return to: City Clerk

City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, WI 54481-3594  
Fax: 715-346-1530



**Mike Wiza**  
**Mayor**  
mwiza@stevenspoint.com  
715-346-1570

April 29, 2021

Members of the Common Council  
Stevens Point, Wisconsin

The following appointments are recommended for your consideration:

Police and Fire Commission  
Re-appoint Alderperson Mary Kneebone, term expires 04-18-2022

Municipal Court Oversight Committee  
Appoint Alderperson Ginger Keymer (filling the unexpired term of Alderperson Cindy Nebel).

Your confirmation of these appointments would be appreciated.

  
Mike Wiza