**Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.**

**We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.**

**CITY OF STEVENS POINT**
**SPECIAL COUNCIL MEETING**

**Community Room**
**933 Michigan Avenue, Stevens Point, WI**

**September 13, 2021**
**6:00 PM**

**OR**

**Zoom Teleconferencing**

**Meeting ID: 816 7436 6956 | Passcode: 140296**
**By**
**Computer:** https://us02web.zoom.us/j/81674366956?pwd=ZVlQeU4rUENJZzd1OTZXNnRhUFJCQT09
**By Phone: +1-312-626-6799 (US Chicago)**

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 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 the public
    5. Presentation of activities proposed for CDBG application, including potential residential displacement
    6. Citizen input regarding proposed and other CDBG activities

3. 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.

**City of Stevens Point**
1515 Strongs Avenue
Stevens Point, WI 54481-3594

**Department of Community Development**
**Redevelopment Authority**
**Ryan J. Kernosky, Director**
Ph: (715) 346-1567
Fax: (715) 346-1498

**MEMORANDUM**

To: Common Council

From: Ryan Kernosky, Director of Community Development

Date: September 13, 2021

**RE: CDBG Public Hearing**

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Council members may recall this public hearing has already occurred in May 2021. After the CDBG application was submitted to the WI-Dept of Administration, who oversees the program funds, the City had three items that needed to be addressed:

1) An updated Citizen Participation Plan. This was completed last month.

2) Re-do the public hearing. This was because the original publication only had ten days between initial publication and the date of the hearing. CDBG standard is 14 days between the initial publication and the date of the hearing. This is what we are doing tonight.

3) Highlight City policy sections that include provisions on Non-Violent Civil Rights Demonstrations/Prohibiting the Use of Excessive Force and Barring of Entrances/Exists. We are working on this.

Considering the size of the application, these three items are rather minor in WI-DOA's requests for information. I will provide the presentation and allow the public to speak on the topic during our special council meeting. There is no formal action required on the Council's behalf other than to listen to the public input.

Thank you, please let me know if you have any additional questions or comments.



*Open Records Rider: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.*

# PUBLIC HEARING CDBG FUNDING PROGRAM

Ryan Kernosky, Director of Community Development

# 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.**

# 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

# Additional Background

- CDBG is being applied for by the City for the redevelopment of the Convent property.
  - Herein referred to as "The Grove Apartments"
- Earlier this year, 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.

# 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.

# 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

# 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

# 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 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.**

# 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.

# 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

# 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.

# 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).

# 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.

# THANK YOU.

# 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<br>Division of Energy, Housing and Community Resources<br>Bureau of Community Development<br>**ATTN: CDBG Special Projects**<br>101 E. Wilson St., 9th Floor<br>P.O. Box 7970<br>Madison, WI 53707-7970 |
| Telephone: | Dave Pawlisch, Director<br>Bureau of Community Development<br>(608) 261-7538 |
| Email: | *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 Request Amount: $ 915,000 | Other Funding Source(s) Amount: $22,225,301 | Total Project 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 | | | |
|---|---|---|---|
| **UNIT OF GENERAL LOCAL GOVERNEMENT (UGLG):** Stevens Point | | | Population: 26,717 |
| UGLG Type: [X] City [ ] Village [ ] Town [ ] County | | | County: Portage |
| Senate District #: 24 | | Assembly District #: 71 | |
| Joint Project? [X] No [ ] 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 #:01-852-6038 |
| UGLG Phone: 715-346-1568 | UGLG Fax: 715-346-1498 | | FEIN: 39-6005617 |
| UGLG E-Mail: rkernosky@stevenspont.com | | Clerk E-Mail: kyenter@stevenspoint.com | |
| **Chief Elected Official Signature:** | | | Date: 6/14/21 |

| 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 | | |
|---|---|---|---|
| ☒ | ☐ | 1. | The UGLG is a non-entitlement community that does not receive CDBG funds directly from the Department of Housing and Urban Development (HUD). |
| ☒ | ☐ | 2. | *Citizen Participation Plan* is attached. |
| ☒ | ☐ | 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 *Citizen Participation Plan* 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 *Citizen Participation Plan* in effect on the date of the first notice, no less than 14 full days ***or*** no less than the equivalent of a Class 2 Notice, is attached. |
| ☒ | ☐ | 4. | *Citizen Participation Public Hearing Certification* is attached. |
| ☒ | ☐ | 5. | Public Hearing Meeting Minutes [with attendees listed in the Minutes or on separate sign-in sheet(s) provided] are attached. |
| ☒ | ☐ | 6. | *Authorizing Resolution to Submit a CDBG Special Project Profile* is attached. |
| ☒ | ☐ | 7. | *Statement of Assurances* is attached. |
| ☒ | ☐ | 8. | *Lobbying Certification* is attached. |
| ☒ | ☐ | 9. | *Potential Fair Housing Actions* checklist is attached. |
| ☒ | ☐ | 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. |
| ☒ | ☐ | 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. |
| ☒ | ☐ | 12. | The UGLG understands that a contract for professional services is between the UGLG and the professional services provider; the State is ***not*** responsible or a part of that relationship. |
| ☒ | ☐ | 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. |
| ☒ | ☐ | 14. | The UGLG certifies it is not debarred from receiving federal grant funds. |
| ☒ | ☐ | 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. |

WW

**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].

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

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:**

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

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) | ✓ | ☒ | |
| | **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 the attendees listed in the Minutes or provided on a separate Sign-In Sheet) | ✓ | ☒ | |
| | **5.** Policy for Non-Violent Civil Rights Demonstrations/Prohibiting the Use of Excessive Force and Barring of Entrances/Exits | | ☒ | |
| Financial | **6.** Detailed Itemization of Project Costs (supporting document for the Budget in Section 6 of this 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 | **8.** Map of Project Area (*with project location, type of work being completed on each street (if applicable), and Service Area/beneficiary area boundaries marked*) | ✓ | ☒ | |
| | **9.** Demographic Profile Sheet of beneficiaries in Service Area *(must use form provided by DEHCR in 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: see Appendix C in Income Survey Guide)* | | ☐ | ☒ |
| | **14.** Income Survey Results Race/Ethnicity Tabulation Form *(if applicable: see Appendix C in Income Survey Guide)* | | ☐ | ☒ |
| | **15.** Income Survey Form used to conduct 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 street addresses of service area/survey area (***and*** associated mailing address, if different than street address and the mailing address was used to distribute the income survey) *(if applicable)* | | ☐ | ☒ |
| | **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.) *(if applicable)* | | ☐ | ☒ |
| | **19.** List of assigned survey numbers for income surveys distributed/conducted with the response data tracking for each | | ☐ | ☒ |

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

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

# 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

23, 2021 & April 30, 2021

## NOTICE OF PUBLIC HEARING

**VIA ZOOM TELECONFERENCING**

**MAY 3, 2021**

**7:00 PM**

S HEREBY GIVEN, that the Common Council of the City of Stevens Point, will conduct a public hearing regarding its proposed application for Community ient Block Grant Coronavirus (CDBG CV) Program funds. The public is invited to learn about the CDBG program, to help identify additional community development nd 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 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:*

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.

WNAXLP 2256

**STATE OF WISCONSIN**
**County of Portage – ss**

The undersigned, being duly sworn, doth dispose and say that he/she is a principal for the **PORTAGE COUNTY GAZETTE**, which is a newspaper of general circulation published in the City of Stevens Point, and County of Portage, and State of Wisconsin, and that the annexed printed notice, taken from said newspaper, was regularly published in said newspaper 2 weeks successively, once in each week, prior to the time specified in said notice, which publication commenced on the 23 day of April A.D. 2021 and was last so published on the 30 day of April, A.D. 2021.

Kelli Rosen
signed

Sworn and subscribed to before me
this 29th day of April A.D. 2021

Printer's Fees $ 280.80

PAMELA J JACOBY
Notary Public
State of Wisconsin

Pamela J Jacoby
Notary Public, WIS.

My Commision express
5/21/21

**Division of Energy, Housing and Community Resource**
Community Development Block Grant – Citizen Participation Certificatio

# CITIZEN PARTICIPATION CERTIFICATION

## for Public Hearing #1

I, **KARI YENTER** (Clerk's Name), as Clerk for the **CITY** (City, Town, Village, or County) of **STEVENS POINT, WI** (Grantee / UGLG / Community Name), hereby certify that the following checked topics were discussed at the Community Development Block Grant (CDBG) Citizen Participation Public Hearing held at **7:00 PM** (Time: 00:00 am/pm) on **MAY 03, 2021** (Date: Month, Day, Year):

| Items Discussed at the Public Hearing | Agenda Items / Topics Covered |
|---|---|
| X☐ | 1. Basic overview of the Community Development Block Grant (CDBG) program. |
| X☐ | 2. The total Community Development Block Grant (CDBG) funds available for *(check all that apply)*:<br>a. ☐ Housing (CDBG-HSG);<br>b. ☐ Planning (CDBG-PLNG);<br>c. ☐ Public Facilities (CDBG-PF);<br>d. ☐ Economic Development (CDBG-ED); and/or<br>e. ☐ Public Facilities for Economic Development (CDBG-PFED)<br>f. X☐ Corona Virus (CDBG-CV) |
| X☐ | 3. Types of activities eligible for CDBG funding for *(check all that apply)*:<br>a. Housing (CDBG-HSG):<br>i. ☐ Rehabilitation<br>ii. ☐ Homebuyer Assistance<br>iii. ☐ Special Housing Projects<br>iv. ☐ Other: _____<br>v. ☐ Other: _____;<br>b. ☐ Planning (CDBG-PLNG);<br>c. ☐ Public Facilities (CDBG-PF);<br>d. ☐ Economic Development (CDBG-ED); and/or<br>e. ☐ Public Facilities for Economic Development (CDBG-PFED)<br>f. X☐ Corona Virus (CDBG-CV)<br>i. ☐ Business Assistance |



(continued on the next page)

ii. ☐ Public Service
iii. ☐ Housing Assistance
iv. X☐ Other: ACQUISITION OF REAL PROPERTY FOR LOW-TO- MODERATE- INCOME HOUSEHOLD AND SENIORS
v. ☐ Other: _____;

X☐ 4. Housing needs identified by staff/consultant prior to the Public Hearing.
X☐ 5. Community Development needs (Planning, Public Facilities, Economic Development, and/or Public Facilities for Economic Development) identified by the staff/consultant prior to the Public Hearing.
X☐ 6. Housing needs identified by attendees of the Public Hearing.
X☐ 7. Community Development needs (Planning, Public Facilities, Economic Development, and/or Public Facilities for Economic Development, Public Service) needs identified by attendees of the Public Hearing.
X☐ 8. Activities proposed for the CDBG application.
X☐ 9. The potential for residential and/or business displacement as a result of the proposed CDBG activities.
X☐ 10. The public attending this meeting were offered an opportunity to discuss the proposed CDBG application.

***** Minutes from Public Hearing #1 (described above) are submitted with the CDBG Application. *****

| | | |
|---|---|---|
| *Signature of the Municipal Clerk* | CITY CLERK<br>*Title* | May 5, 2021<br>*Date Signed* |
| *Signature of the Chief Elected Official (CEO)* | MAYOR<br>*Title* | MAY 5, 2021<br>*Date Signed* |
| MAYOR MIKE WIZA<br>*Typed Name of the Chief Elected Official (CEO)* | | |

Attachment 4

**CITY OF STEVENS POINT**
**SPECIAL COMMON COUNCIL MEETING MINUTE**

**Zoom Teleconferencing**

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

**Minutes**

1. **Roll Call.**

**Mayor Wiza, Presiding**

**PRESENT** Ald. Jennings, Shorr, Keymer, Zarazua, Johnson, Kneebone, Leek, Dalton, Fishler, Morrow.

**EXCUSED** Ald. Slowinski.

**OTHERS PRESENT** Clerk Yenter, Attorney Beveridge, C/T Ladick, Dir. Lemke, Dir. Kernosky, Associate Planner/Zoning Administrator Kuhn, Taylor Hale - Portage County Gazette.

**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.**

Mayor Wiza declared the public hearing open. As no one wished to speak, the Mayor closed the public hearing.

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

**6. Citizen input regarding proposed and other CDBG activities.**

Mayor Wiza declared the public hearing open. As no one wished to speak, the Mayor closed the public hearing.

**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).**

Ald. Johnson **moved**, Ald. Jennings seconded, to approve the resolution for a request from the Portage County Health Care Center for a conditional use permit to construct an outdoor visitation area located at 825 Whiting Avenue.

Call for the Vote: Ayes: Jennings, Shorr, Keymer, Zarazua, Johnson, Kneebone, Leek, Dalton, Fishler, Morrow.
Nays: None. Motion adopted.

**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).**

Ald. Morrow **moved**, Ald. Fishler seconded, to approve the mayoral appointments.

Call for the Vote: Ayes: All.
Nays: None. Motion adopted.

**5. Adjournment.**

Adjourned at 7:19 p.m.

# First Amendment Assemblies

## 465.1 PURPOSE AND SCOPE

This policy provides guidance for responding to public assemblies or demonstrations.

## 465.2 POLICY

The Stevens Point Police Department respects the rights of people to peaceably assemble. It is the policy of this department not to unreasonably interfere with, harass, intimidate or discriminate against persons engaged in the lawful exercise of their rights, while also preserving the peace, protecting life and preventing the destruction of property.

## 465.3 GENERAL CONSIDERATIONS

Individuals or groups present on the public way, such as public facilities, streets or walkways, generally have the right to assemble, rally, demonstrate, protest or otherwise express their views and opinions through varying forms of communication, including the distribution of printed matter. These rights may be limited by laws or ordinances regulating such matters as the obstruction of individual or vehicle access or egress, trespass, noise, picketing, distribution of handbills and leafleting, loitering and disorderly conduct. However, officers shall not take action or fail to take action based on the opinions being expressed.

Participant behavior during a demonstration or other public assembly can vary. This may include, but is not limited to:

- Lawful, constitutionally protected actions and speech.
- Civil disobedience (typically involving minor criminal acts).
- Rioting.

All of these behaviors may be present during the same event. Therefore, it is imperative that law enforcement actions are measured and appropriate for the behaviors officers may encounter. This is particularly critical if force is being used. Adaptable strategies and tactics are essential. The purpose of a law enforcement presence at the scene of public assemblies and demonstrations should be to preserve the peace, to protect life and prevent the destruction of property.

Officers should not:

(a) Engage in assembly or demonstration-related discussion with participants.

(b) Harass, confront or intimidate participants.

(c) Seize the cameras, cell phones or materials of participants or observers unless an officer is placing a person under lawful arrest.

Supervisors should continually observe department members under their commands to ensure that members' interaction with participants and their response to crowd dynamics is appropriate.

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### 465.3.1 PHOTOGRAPHS AND VIDEO RECORDINGS

Photographs and video recording, when appropriate, can serve a number of purposes, including support of criminal prosecutions by documenting criminal acts; assistance in evaluating department performance; serving as training material; recording the use of dispersal orders; and facilitating a response to allegations of improper law enforcement conduct.

Photographs and videos will not be used or retained for the sole purpose of collecting or maintaining information about the political, religious or social views of associations, or the activities of any individual, group, association, organization, corporation, business or partnership, unless such information directly relates to an investigation of criminal activities and there is reasonable suspicion that the subject of the information is involved in criminal conduct.

## 465.4 UNPLANNED EVENTS

When responding to an unplanned or spontaneous public gathering, the first responding officer should conduct an assessment of conditions, including, but not limited to, the following:

- Location
- Number of participants
- Apparent purpose of the event
- Leadership (whether it is apparent and/or whether it is effective)
- Any initial indicators of unlawful or disruptive activity
- Indicators that lawful use of public facilities, streets or walkways will be impacted
- Ability and/or need to continue monitoring the incident

Initial assessment information should be promptly communicated to the Communications Center, and the assignment of a supervisor should be requested. Additional resources should be requested as appropriate. The responding supervisor shall assume command of the incident until command is expressly assumed by another, and the assumption of command is communicated to the involved members. A clearly defined command structure that is consistent with the Incident Command System (ICS) should be established as resources are deployed.

## 465.5 PLANNED EVENT PREPARATION

For planned events, comprehensive, incident-specific operational plans should be developed. The ICS should be considered, if appropriate, for such events.

### 465.5.1 INFORMATION GATHERING AND ASSESSMENT

In order to properly assess the potential impact of a public assembly or demonstration on public safety and order, relevant information should be collected and vetted. This may include:

- Information obtained from outreach to group organizers or leaders.
- Information about past and potential unlawful conduct associated with the event or similar events.

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- The potential time, duration, scope, and type of planned activities.
- Any other information related to the goal of providing a balanced response to criminal activity and the protection of public safety interests.

Information should be obtained in a transparent manner, and the sources documented. Relevant information should be communicated to the appropriate parties in a timely manner.

Information will be obtained in a lawful manner and will not be based solely on the purpose or content of the assembly or demonstration, or actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability of the participants (or any other characteristic that is unrelated to criminal conduct or the identification of a criminal subject).

### 465.5.2 OPERATIONAL PLANS

An operational planning team with responsibility for event planning and management should be established. The planning team should develop an operational plan for the event.

The operational plan will minimally provide for the following:

(a) Command assignments, chain of command structure, roles and responsibilities
(b) Staffing and resource allocation
(c) Management of criminal investigations
(d) Designation of uniform of the day and related safety equipment (e.g., helmets, shields)
(e) Deployment of specialized resources
(f) Event communications and interoperability in a multijurisdictional event
(g) Liaison with demonstration leaders and external agencies
(h) Liaison with City government and legal staff
(i) Media relations
(j) Logistics: food, fuel, replacement equipment, duty hours, relief and transportation
(k) Traffic management plans
(l) First aid and emergency medical service provider availability
(m) Prisoner transport and detention
(n) Review of policies regarding public assemblies and use of force in crowd control
(o) Parameters for declaring an unlawful assembly
(p) Arrest protocol, including management of mass arrests
(q) Protocol for recording information flow and decisions
(r) Rules of engagement, including rules of conduct, protocols for field force extraction and arrests, and any authorization required for the use of force
(s) Protocol for handling complaints during the event

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(t) Parameters for the use of body-worn cameras and other portable recording devices

### 465.5.3 MUTUAL AID AND EXTERNAL RESOURCES

The magnitude and anticipated duration of an event may necessitate interagency cooperation and coordination. The assigned Incident Commander should ensure that any required memorandums of understanding or other agreements are properly executed, and that any anticipated mutual aid is requested and facilitated (see the Outside Agency Assistance Policy).

## 465.6 UNLAWFUL ASSEMBLY DISPERSAL ORDERS

If a public gathering or demonstration remains peaceful and nonviolent, and there is no reasonably imminent threat to persons or property, the Incident Commander should generally authorize continued monitoring of the event.

Should the Incident Commander make a determination that public safety is presently or is about to be jeopardized, he/she or the authorized designee should attempt to verbally persuade event organizers or participants to disperse of their own accord. Warnings and advisements may be communicated through established communications links with leaders and/or participants or to the group.

When initial attempts at verbal persuasion are unsuccessful, the Incident Commander or the authorized designee should make a clear standardized announcement to the gathering that the event is an unlawful assembly, and should order the dispersal of the participants. The announcement should be communicated by whatever methods are reasonably available to ensure that the content of the message is clear and that it has been heard by the participants. The announcement should be amplified, made in different languages as appropriate, made from multiple locations in the affected area and documented by audio and video. The announcement should provide information about what law enforcement actions will take place if illegal behavior continues and should identify routes for egress. A reasonable time to disperse should be allowed following a dispersal order.

## 465.7 USE OF FORCE

Use of force is governed by current department policy and applicable law (see the Use of Force, Handcuffing and Restraints, Control Devices and Techniques, and Conducted Energy Device policies).

Individuals refusing to comply with lawful orders (e.g., nonviolent refusal to disperse) should be given a clear verbal warning and a reasonable opportunity to comply. If an individual refuses to comply with lawful orders, the Incident Commander shall evaluate the type of resistance and adopt a reasonable response in order to accomplish the law enforcement mission (such as dispersal or arrest of those acting in violation of the law). Control devices should be considered only when the participants' conduct reasonably appears to present the potential to harm officers, themselves or others, or will result in substantial property loss or damage. Any use of TASER Device must conform to the Conducted Energy Device Policy.

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Force or control devices, including oleoresin capsaicin (OC), should be directed toward individuals and not toward groups or crowds, unless specific individuals cannot reasonably be targeted due to extreme circumstances, such as a riotous crowd.

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report. The type of report required may depend on the nature of the incident.

### 465.8 ARRESTS

The Stevens Point Police Department should respond to unlawful behavior in a manner that is consistent with the operational plan. If practicable, warnings or advisements should be communicated prior to arrest.

Mass arrests should be employed only when alternate tactics and strategies have been, or reasonably appear likely to be, unsuccessful. Mass arrests shall only be undertaken upon the order of the Incident Commander or the authorized designee. There must be probable cause for each arrest.

If employed, mass arrest protocols should fully integrate:

(a) Reasonable measures to address the safety of officers and arrestees.

(b) Dedicated arrest, booking and report writing teams.

(c) Timely access to medical care.

(d) Timely access to legal resources.

(e) Timely processing of arrestees.

(f) Full accountability for arrestees and evidence.

(g) Coordination and cooperation with the prosecuting authority, jail and courts (see Citation Releases Policy).

### 465.9 MEDIA RELATIONS

The Public Information Officer should use all available avenues of communication, including press releases, briefings, press conferences and social media to maintain open channels of communication with media representatives and the public about the status and progress of the event, taking all opportunities to reassure the public about the professional management of the event (see the Media Relations Policy).

### 465.10 DEMOBILIZATION

When appropriate, the Incident Commander or the authorized designee should implement a phased and orderly withdrawal of law enforcement resources. All relieved personnel should promptly complete any required reports, including use of force reports, and account for all issued equipment and vehicles to their supervisors prior to returning to normal operational duties.

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## 465.11 POST EVENT

The Incident Commander should designate a member to assemble full documentation of the event, to include the following:

(a) Operational plan

(b) Any incident logs

(c) Any assignment logs

(d) Vehicle, fuel, equipment and supply records

(e) Incident, arrest, use of force, injury and property damage reports

(f) Photographs, audio/video recordings, the Communications Center records/tapes

(g) Media accounts (print and broadcast media)

### 465.11.1 AFTER-ACTION REPORTING

The Incident Commander should work with City legal counsel, as appropriate, to prepare a comprehensive after-action report of the event, explaining all incidents where force was used including the following:

(a) Date, time and description of the event

(b) Actions taken and outcomes (e.g., injuries, property damage, arrests)

(c) Problems identified

(d) Significant events

(e) Recommendations for improvement; opportunities for training should be documented in a generic manner, without identifying individuals or specific incidents, facts or circumstances.

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# Use of Force

## 300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial, and reasonable manner.

In addition to those methods, techniques, and tools set forth below, the guidelines for the reasonable application of force contained in this policy shall apply to all policies addressing the potential use of force, including but not limited to the Control Devices and Techniques and Conducted Energy Device policies.

### 300.1.1 DEFINITIONS

Definitions related to this policy include:

***Deadly force - "The intentional use of a firearm or other instrument that creates a high probability of death or great bodily harm"***

**Feasible** - Reasonably capable of being done or carried out under the circumstances to successfully achieve the arrest or lawful objective without increasing risk to the officer or another person.

**Force** - The application of physical techniques or tactics, chemical agents, or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed, or restrained.

**Imminent** - Ready to take place; impending. Note that imminent does not mean immediate or instantaneous.

**Totality of the circumstances** - All facts and circumstances known to the officer at the time, taken as a whole, including the conduct of the officer and the subject leading up to the use of force.

## 300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Stevens Point Police Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force

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and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

### 300.2.1 DUTY TO INTERCEDE AND REPORT

Any officer present and observing another law enforcement officer or a member using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force.

Any officer who observes another law enforcement officer or a member use force that is potentially beyond that which is objectively reasonable under the circumstances shall report these observations to a supervisor as soon as feasible.

## 300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by this department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

### 300.3.1 USE OF FORCE TO EFFECT AN ARREST

A law enforcement officer may use reasonable force to arrest a person or execute a warrant. Additionally, a law enforcement officer making a lawful arrest may command the aid of any person, and such person shall have the same power as that of the law enforcement officer (Wis. Stat. § 968.07; Wis. Stat. 968.14).

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### 300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to:

(a) Immediacy and severity of the threat to officers or others.

(b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.

(c) Officer/subject factors (e.g., age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).

(d) The effects of suspected drug or alcohol use.

(e) The individual's mental state or capacity.

(f) The individual's ability to understand and comply with officer commands.

(g) Proximity of weapons or dangerous improvised devices.

(h) The degree to which the individual has been effectively restrained and his/her ability to resist despite being restrained.

(i) The availability of other reasonable and feasible options and their possible effectiveness.

(j) Seriousness of the suspected offense or reason for contact with the individual.

(k) Training and experience of the officer.

(l) Potential for injury to officers, suspects, and others.

(m) Whether the individual appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.

(n) The risk and reasonably foreseeable consequences of escape.

(o) The apparent need for immediate control of the individual or a prompt resolution of the situation.

(p) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.

(q) Prior contacts with the individual or awareness of any propensity for violence.

(r) Any other exigent circumstances.

### 300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

(a) The degree to which the application of the technique may be controlled given the level of resistance.

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(b) Whether the individual can comply with the direction or orders of the officer.

(c) Whether the individual has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 CAROTID CONTROL HOLD
The Department has not adopted, nor has it trained, the Carotid Control Hold as an established technique for use by personnel.

300.3.5 USE OF FORCE TO SEIZE EVIDENCE
In general, officers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, officers are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, officers should not intentionally use any technique that restricts blood flow to the head, restricts respiration or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted. Officers are encouraged to use techniques and methods taught by the Stevens Point Police Department for this specific purpose.

300.3.6 ALTERNATIVE TACTICS - DE-ESCALATION
When circumstances reasonably permit, officers should use non-violent strategies and techniques to decrease the intensity of a situation, improve decision-making, improve communication, reduce the need for force, and increase voluntary compliance (e.g., summoning additional resources, formulating a plan, attempting verbal persuasion).

300.3.7 RESPIRATORY RESTRAINTS / CHOKEHOLD
The use of a respiratory restraint, also known as a chokehold, is prohibited except in those situations where the use of deadly force is allowed by law.

## 300.4 DEADLY FORCE APPLICATIONS

When reasonable, the officer shall, prior to the use of deadly force, make efforts to identify him/herself as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts.

Use of deadly force is justified in the following circumstances involving imminent threat or imminent risk:

(a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes is an imminent threat of death or great bodily harm.

(b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the individual has committed, or intends to commit, a felony involving the infliction or threatened infliction of great bodily harm or death, and the officer reasonably believes that there is an imminent risk of great bodily harm or death to any other person if the individual is not immediately apprehended. Under

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such circumstances, a verbal warning should precede the use of deadly force, where feasible.

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes that the individual has a weapon or is attempting to access one and intends to use it against the officer or another person. An imminent danger may also exist if the individual is capable of causing great bodily harm or death without a weapon, and the officer believes the individual intends to do so.

### 300.4.1 MOVING VEHICLES

Shots fired at or from a moving vehicle involve additional considerations and risks, and are rarely effective.

When feasible, officers should take reasonable steps to move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants.

An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the imminent threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

## 300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Department requires the completion of additional Use of Force Report Form

### 300.5.1 NOTIFICATIONS TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

(a) The application caused a visible injury.

(b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.

(c) The individual subjected to the force complained of injury or continuing pain.

(d) The individual indicates intent to pursue litigation.

(e) Any application of the TASER Device or control device.

(f) Any application of a restraint device other than handcuffs, shackles, or belly chains.

(g) The individual subjected to the force was rendered unconscious.

(h) An individual was struck or kicked.

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(i) An individual alleges unreasonable force was used or that any of the above has occurred.

### 300.6 MEDICAL CONSIDERATIONS

Once it is reasonably safe to do so, medical assistance shall be obtained for any person who exhibits signs of physical distress, has sustained visible injury, expresses a complaint of injury or continuing pain, or was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed. Individuals should not be placed on their stomachs for an extended period, as this could impair their ability to breathe.

Based upon the officer's initial assessment of the nature and extent of the individual's injuries, medical assistance may consist of examination by an emergency medical services provider or medical personnel at a hospital or jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Individuals who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away.

See the Medical Aid and Response Policy for additional guidelines.

### 300.7 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to a reported application of force resulting in visible injury, if reasonably available. When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

(a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.

(b) Ensure that any injured parties are examined and treated.

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(c) When possible, separately obtain a recorded interview with the individual upon whom force was applied. If this interview is conducted without the individual having voluntarily waived his/her *Miranda* rights, the following shall apply:

1. The content of the interview should not be summarized or included in any related criminal charges.
2. The fact that a recorded interview was conducted should be documented in a property or other report.
3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.

(d) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas.

1. These photographs should be retained until all potential for civil litigation has expired.

(e) Identify any witnesses not already included in related reports.

(f) Review and approve all related reports.

(g) Determine if there is any indication that the individual may pursue civil litigation.

1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.

(h) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy noncompliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

### 300.7.1 SHIFT SUPERVISOR RESPONSIBILITY

The Shift Supervisor shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

## 300.8 POLICY AVAILABILITY

This policy shall be made available to the public at no charge upon request (Wis. Stat. § 66.0511(2)).

## 300.9 TRAINING

Officers will receive periodic training on this policy and demonstrate their knowledge and understanding.

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# 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)

# Section 6
# PROJECT BUDGET & MATCHING FUNDS

GRANTEE: City of Stevens Point

7/8/2021

(enter only after award) /

| ACTIVITY | CDBG FUNDS | UGLG Funds | Other Public Funds | Private Funds | TOTAL COSTS (by Activity) |
|---|---|---|---|---|---|
| Acquisition - Land | $ 206,482.00 | | | | $ 206,482.00 |
| Acquisition - Building(s) | $ 708,518.00 | | | | $ 708,518.00 |
| Building Improvements (See SOV for Breakout) | | $ 2,250,000.00 | $ 585,000.00 | $ 13,088,628.00 | $ 15,923,628.00 |
| Center/Facility Construction (See SOV for Breakout) | | | | | $ - |
| Clearance - Site | | | | | $ - |
| Curb and Gutter | | | | | $ - |
| Electrical System Improvements | | | | | $ - |
| Environmental Remediation | | | | | $ - |
| Equipment | | | | | $ - |
| Fire Station | | | | | $ - |
| Relocation | | | | | $ - |
| Sanitary Sewer | | | | | $ - |
| Storm Sewer | | | | | $ - |
| Street(s)/Sidewalk(s) | | | | | $ - |
| Wastewater Treatment Facility | | | | | $ - |
| Water | | | | | $ - |
| Fixtures | | | | | $ - |
| Furnishings | | | | | $ - |
| Engineering (Match ONLY) | | | | | $ - |
| Administration (See Budget for Breakout) | $ - | | | $ 6,301,679.00 | $ 6,301,679.00 |
| **Sub-Total(s):** | $ 915,000.00 | $ 2,250,000.00 | $ 585,000.00 | $ 19,390,307.00 | **$ 23,140,307.00** |

Attach detailed itemization project cost budget.

# SCHEDULE OF VALUES

Job Name: THE GROVE STEVENS POII

## BEDROCK CONSTRUCTION COMPANY

City: Stevens Point
State: WI
Architect: Engberg Anderson

| SF | Convent Units | | | Townhomes | | | SUBTOTAL ALL TRADES |
|---|---|---|---|---|---|---|---|
| | 112,837 | 81.5% | PSF | 25,600 | 18.5% | PSF | |
| | 85 | | | 17 | | | |
| Temp. Electric | $ - | | $ - | $ - | | $ - | |
| Temp. Gas | $ - | | $ - | $ - | | $ - | |
| Temp. Heat Rental | $ - | | $ - | $ - | | $ - | |
| Temp. Water | $ - | | $ - | $ - | | $ - | |
| Temp. Toilets | $ 4,364 | | $ 0.04 | $ 2,950 | | $ 0.12 | |
| Expendable Materials | $ 4,887 | | $ 0.04 | $ 1,967 | | $ 0.08 | |
| Dumpster | $ 39,099 | | $ 0.35 | $ 7,866 | | $ 0.31 | |
| Temp office build | $ 4,887 | | $ 0.04 | $ - | | $ - | |
| Project Signage Temp. | $ 2,444 | | $ 0.02 | $ - | | $ - | |
| Temp. Construction Fence | $ 9,775 | | $ 0.09 | $ - | | $ - | |
| Rental Equipment | $ 34,016 | | $ 0.30 | $ 35,397 | | $ 1.38 | |
| Janitorial | $ 32,980 | | $ 0.29 | $ 11,858 | | $ 0.46 | |
| PM Fee | $ 94,588 | | $ - | $ - | | $ - | |
| Safety | $ 10,476 | | $ 0.09 | $ 1,967 | | $ 0.08 | |
| Project Management | $ 146,620 | | $ 1.30 | $ 49,581 | | $ 1.92 | |
| Assistant PM | $ 68,423 | | $ 0.61 | $ 22,615 | | $ 0.88 | |
| Office/Accounting | $ 48,873 | | $ 0.43 | $ - | | $ - | |
| Office Travel | $ - | | $ - | $ - | | $ - | |
| Material Handling | $ 65,922 | | $ 0.58 | $ 6,446 | | $ 0.25 | |
| Winter Conditions | $ - | | $ - | $ - | | $ - | |
| General Conditions | $ - | $ 567,354 | $ - | $ - | $ 140,646 | $ - | $ 708,000 |
| | $ - | | $ - | $ - | | $ - | $ - |
| Soil Testing | $ - | | $ - | $ - | | $ - | $ - |
| Environmental Remediation | $ 1,200,000 | | $ - | $ - | | $ - | $ 1,200,000 |
| Demolition | $ 450,000 | | $ 5.15 | $ - | | $ - | $ 450,000 |
| Elevator excavation | $ 14,662 | | $ 0.13 | $ - | | $ - | $ 14,662 |
| Earthwork | $ 64,898 | | $ 1.01 | $ 147,065 | | $ 5.74 | $ 211,963 |
| Asphalt Paving | $ 116,149 | | $ 1.03 | $ - | | $ - | $ 116,149 |
| Site Utilities | $ 53,995 | | $ 0.48 | $ 108,630 | | $ 4.24 | $ 162,625 |
| Site Concrete/ Site Curbing | $ 89,829 | | $ 0.80 | $ 40,888 | | $ 1.60 | $ 130,717 |
| Fencing | $ - | | $ - | $ - | | $ - | $ - |
| Landscaping | $ 48,140 | | $ 0.43 | $ 24,000 | | $ - | $ 72,140 |
| Playground Equipment | $ 41,744 | | $ 0.37 | $ - | | $ - | $ 41,744 |
| Sub Total | $ - | $ 2,079,418 | $ - | $ - | $ 320,583 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Concrete Walls & Footings | $ 17,594 | | $ 0.16 | $ 105,995 | | $ 4.14 | $ 123,589 |
| Concrete Wall Travel | $ 733 | | $ 0.01 | $ 2,556 | | $ 0.10 | $ 3,290 |
| Concrete Slabs | $ 9,090 | | $ 0.08 | $ 65,532 | | $ 2.56 | $ 74,622 |
| Concrete Slab Travel | $ 342 | | $ 0.00 | $ 1,573 | | $ 0.06 | $ 1,915 |
| Concrete Misc. | $ 80,641 | | $ 0.71 | $ - | | $ - | $ 80,641 |
| Concrete Drilling and Sawing | $ - | | $ - | $ - | | $ - | $ - |
| Sub Total | $ - | $ 108,401 | $ - | $ - | $ 175,656 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Face Brick/ Glass Block | $ 363,178 | | $ 3.22 | $ 114,057 | | $ 4.46 | $ 477,236 |
| Tuck Pointing | $ - | | $ - | $ - | | $ - | $ - |
| Sub Total | $ - | $ 363,178 | $ - | $ - | $ 114,057 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Metal Fabrications/Misc. Metals | $ - | | $ - | $ - | | $ - | $ - |
| Sub Total | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Carpentry Labor | $ 999,365 | | $ 8.86 | $ 434,081 | | $ 16.96 | $ 1,433,446 |
| Misc Carpentry Clean Up | $ - | | $ - | $ - | | $ - | $ - |
| Carpentry Supervision/Management | $ 277,366 | | $ 2.46 | $ 85,087 | | $ 3.32 | $ 362,453 |
| Rough Lumber | $ 450,000 | | $ 0.58 | $ 97,142 | | $ 3.79 | $ 547,142 |
| Components & Trusses | $ - | | $ - | $ 69,978 | | $ 2.73 | $ 69,978 |
| Consumable Materials | $ - | | $ - | $ - | | $ - | $ - |
| Cabinets | $ 375,000 | | $ 1.86 | $ 69,494 | | $ 2.71 | $ 444,494 |
| Sub Total | $ - | $ 2,101,731 | $ - | $ - | $ 755,782 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Insulation | $ 32,896 | | $ 0.29 | $ 42,288 | | $ 1.65 | $ 75,184 |
| Siding | $ 44,359 | | $ 0.39 | $ 253,092 | | $ 9.89 | $ 297,451 |
| Flashing/ Sheet Metal | $ 10,936 | | $ 0.10 | $ - | | $ - | $ 10,936 |
| Membrane Roofing | $ 571,139 | | $ 5.06 | $ 206,650 | | $ 8.07 | $ 777,789 |
| Caulking | $ 24,437 | | $ 0.22 | $ - | | $ - | $ 24,437 |
| Sub Total | $ - | $ 683,767 | $ - | $ - | $ 502,030 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Wood Doors & Trim | $ 122,184 | | $ 1.08 | $ 128,775 | | $ 5.03 | $ 250,959 |
| Storefront Glazing | $ 14,662 | | $ 0.13 | $ - | | $ - | $ 14,662 |
| Automatic Entrances | $ 9,178 | | $ 0.08 | $ - | | $ - | $ 9,178 |
| Historic Windows | $ 685,416 | | $ 6.07 | $ - | | $ - | $ 685,416 |
| Vinyl Windows | $ - | | $ - | $ 133,225 | | $ 5.20 | $ 133,225 |
| Mirrors | $ 28,347 | | $ 0.25 | $ 7,866 | | $ 0.31 | $ 36,213 |
| Sub Total | $ - | $ 859,786 | $ - | $ - | $ 269,866 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |

| | | | | | | | | ALL TRADES |
|---|---|---|---|---|---|---|---|---|
| | 112,837 | 81.5% | PSF | 25,600 | 18.5% | PSF | |
| | 85 | | | 17 | | | |
| Gypsum Board Material | $ 1,128,585 | | $ 10.00 | $ 135,492 | | $ 5.29 | $ 1,264,077 |
| Acoustical Ceiling | $ 271,687 | | $ 2.41 | $ - | | $ - | $ 271,687 |
| Carpet | $ 370,722 | | $ 3.29 | $ 90,219 | | $ 3.52 | $ 460,941 |
| Painting | $ 122,184 | | $ 1.08 | $ 17,699 | | $ 0.69 | $ 139,882 |
| Sub Total | $ - | $ 1,893,177 | $ - | $ - | $ 243,410 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Knox Box (in specialties) | $ - | | $ - | $ - | | $ - | $ - |
| Signage/Identifying Devices | $ - | | $ - | $ - | | $ - | $ - |
| Fire Extinguishers/Boxes | $ - | | $ - | $ - | | $ - | $ - |
| Postal Specialties/Mailboxes | $ 4,887 | | $ 0.04 | $ 2,950 | | $ 0.12 | $ 7,837 |
| Rail steel exterior townhomes | $ - | | $ - | $ - | | $ - | $ - |
| Closet Specialties | $ 27,369 | | $ 0.24 | $ 8,849 | | $ 0.35 | $ 36,218 |
| Sub Total | $ - | $ 32,256 | $ - | $ - | $ 11,799 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Residential Appliances | $ 137,670 | | $ 1.22 | $ 60,348 | | $ 2.19 | $ 198,018 |
| Sub Total | $ - | $ 137,670 | $ - | $ - | $ 60,348 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Window Treatments/Blinds (FFE) | $ - | | $ - | $ - | | $ - | $ - |
| Sub Total | $ - | | $ - | $ - | | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Elevators | $ 146,435 | | $ 1.30 | $ - | | $ - | $ 146,435 |
| Smoke Curtains | $ 58,614 | | $ - | $ - | | $ - | $ 58,614 |
| Sub Total | $ - | $ 205,049 | $ - | $ - | $ - | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Fire Protection | $ 367,528 | | $ 3.26 | $ 76,000 | | $ 1.45 | $ 443,528 |
| Plumbing | $ 378,547 | | $ 3.35 | $ 326,000 | | $ 9.91 | $ 704,547 |
| HVAC Forced Air | $ 764,234 | | $ 6.77 | $ 189,674 | | $ 4.52 | $ 953,908 |
| Sub Total | $ - | $ 1,510,309 | $ - | $ - | $ 591,674 | $ - | $ - |
| | $ - | | $ - | $ - | | $ - | $ - |
| Electrical | $ 1,051,756 | | $ 9.32 | $ 88,296 | | $ 3.45 | $ 1,140,052 |
| Sub Total | $ - | $ 1,051,756 | | $ - | $ 88,296 | $ - | $ - |
| | $ - | | | $ - | | $ - | $ - |
| | $ - | | | $ - | | | $ - |
| Subtotal | $ - | $ 11,593,852 | | $ - | $ 3,274,148 | | $ 14,868,000 |
| Builders Overhead (2%) | $ - | $ 238,289 | | $ - | $ 59,071 | | $ 297,360 |
| Builders Profit (5%) | $ - | $ 607,636 | | $ - | $ 150,632 | | $ 758,268 |
| | | | | $ - | | | |
| PROJECT TOTALS | | $ 12,439,777 | | | $ 3,483,851 | | $ 15,923,628 |
| | | 78.1% | | | 21.9% | | |

| | Total |
|---|---|
| **Total Uses** | |
| Building Acquisition | 915,000 |
| **Total Land Costs** | 915,000 |
| | |
| **Construction Costs** | |
| Convent Rehabilitation | 8,947,080 |
| Contingency -- Includes Abatement | 1,156,036 |
| Convent Gen Requirements | 567,354 |
| Convent GC Overhead | 238,289 |
| Convent GC Profit | 607,636 |
| Town Homes ("TH") New Construction | 2,812,920 |
| TH Contingency -- Includes Sitework | 218,163 |
| TH Gen Req | 140,646 |
| TH OH | 59,071 |
| TH Profit | 150,632 |
| Permit Fees | 52,122 |
| Letter of Credit | 42,800 |
| **Total Building Costs** | 14,992,750 |
| | |
| **Site Work** | |
| Site Work | 1,200,000 |
| Demo | 0 |
| Abatement | 1,200,000 |
| **Total Site Work** | 2,400,000 |
| | |
| **Subtotal Construction Costs** | 17,392,750 |
| | |
| **FFE** | 300,000 |
| **Total Construction Costs** | 17,692,750 |
| | |
| **Financing Costs** | |
| WHEDA Perm Bonds + Ap Fee (Perm) | 70,680 |
| WHEDA Bonds (Construction) | 113,213 |
| Tax Credit Ap Fee / WHEDA Legal Documentation Fee | 17,000 |
| Federal Tax Credit Fee | 70,475 |
| State Credits | 35,238 |
| Construction Inspections | 20,000 |
| Subtotal Soft Costs | 326,606 |
| | |
| **Professional Fees** | |
| Accounting | 25,000 |
| Legal Building | 90,000 |
| Architectural | 460,000 |
| Geotech | 7,500 |
| Civil /Survey | 75,000 |
| Appraisal | 7,500 |
| Environmental | 75,000 |
| Soft Cost Miscellaneous / Contingency | 75,000 |
| Market Study | 7,500 |
| Green & Historic Consultant | 70,000 |
| Subtotal Building Soft Costs | 892,500 |
| | |
| **Other Soft Costs** | |
| Title & Recording | 30,000 |
| Lease Commission - Residential | 79,991 |
| Rent up/Marketing - Residential | 60,000 |
| | 169,991 |
| | |
| **Interim Costs** | |
| Real Estate Tax Reserve | 20,000 |
| Construction Utility Expense | 35,000 |
| Construction Insurance | 40,000 |
| Construction &Post Construction Interest | 460,878 |
| | 555,878 |
| | |
| **Developer Fee** | |
| Development Fee | 2,141,407 |
| | |
| **Syndication Costs** | |
| Organizational - Legal | 5,000 |
| Organizational - Accounting | 4,500 |
| Subtotal Other Soft Costs | 9,500 |
| | |
| **Reserves & WHEDA Compliance Fees** | |
| Rental Subsidy Fund | |
| WHEDA Initial Compliance | 5,610 |
| Operating Reserve | 431,065 |
| Total Reserves | 436,675 |
| | |
| **Total Project Costs** | 23,140,307 |

Development Agreement
The Grove Development (Convent)

Document Number | Document Title

Recording Area

Name and Return Address
City of Stevens Point
City Clerk
1515 Strongs Avenue
Stevens Point, WI 54481

281-24-0829240034

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

ORIGINAL

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), made as of the 11th day of December, 2020, 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, LLCand 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 Section9.10 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 25th of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31st of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1st 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 Strongs 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: 12/11/20

By: [signature]

Title: Sig Strantmanis, Authorized Signatory

**CITY OF STEVENS POINT, WISCONSIN**

Dated: 11/20/2020

By: [signature]

Name: MIKE WIZA

Title: Mayor

Dated: 11-20-20

By: Kari Yenter

Name: Kari Yenter

Title: City Clerk

STATE OF WISCONSIN )
) ss.
MILWAUKEE COUNTY )

Personally came before me this 11th day of December 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 Gen Cap Dann Stevens Point 102, LLC, by its authority.

Elizabeth G. Zimmerman
Notary Public, State of Wisconsin

My Commission expires: 5/29/2024

ELIZABETH G. ZIMMERMAN NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN )
) ss.
PORTAGE COUNTY )

Personally came before me this 20 day of November, 2020, the above-named Mike Wiza, and Kari 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

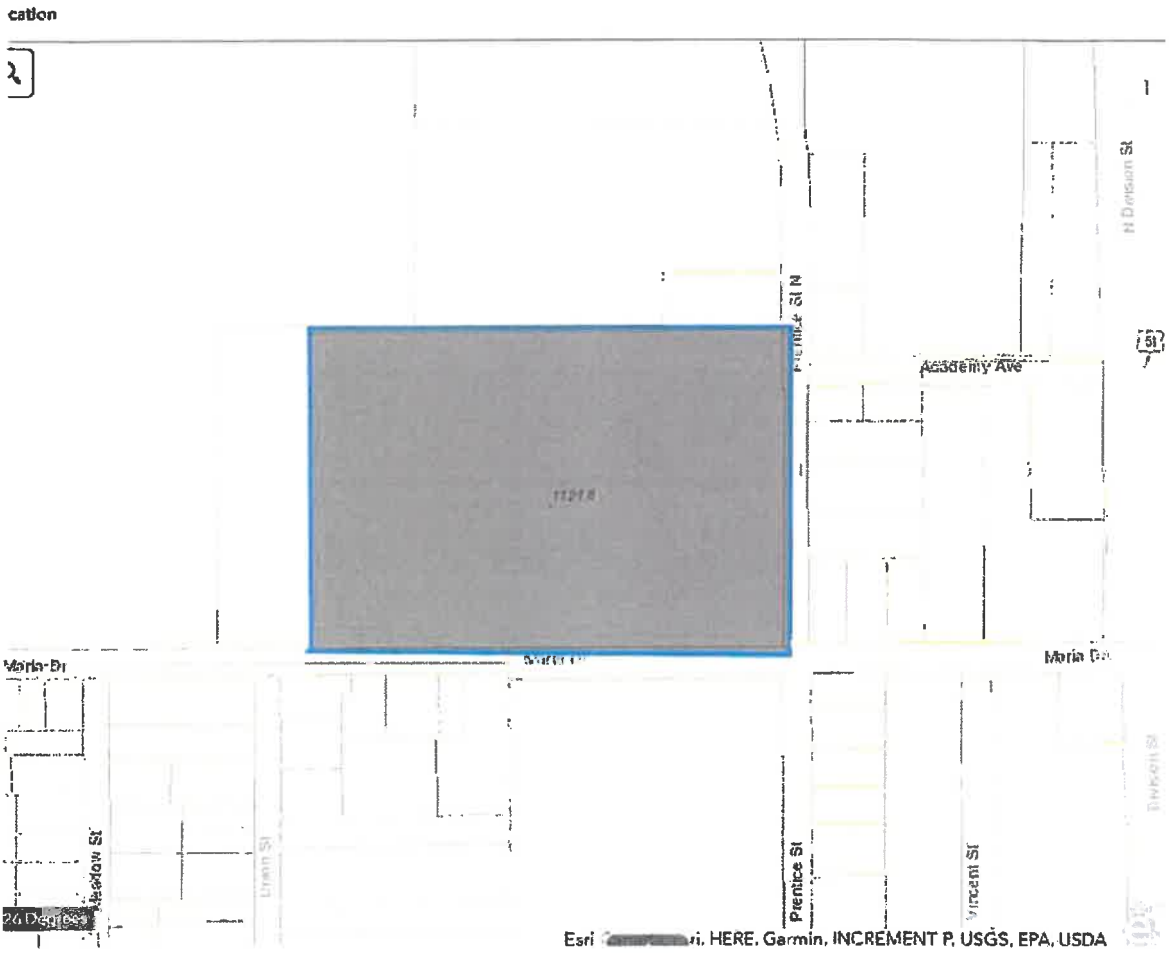
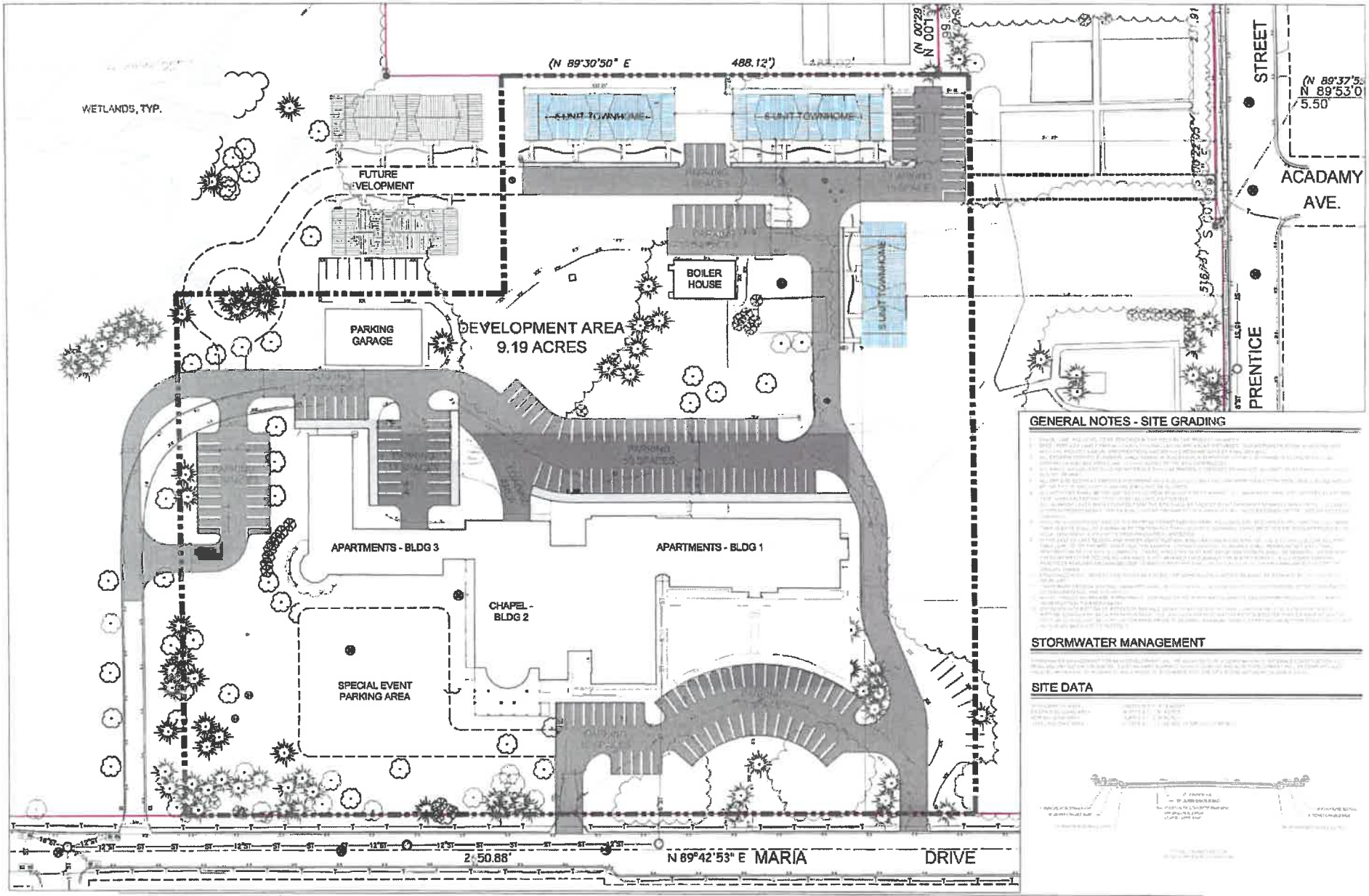


**EXHIBIT D**

**Plot Plan**




RETTLER corporation

Engberg Anderson ARCHITECTS

# SISTERS OF ST JOSEPH TOSF - "THE GROVE"

SITE LAYOUT PLAN

SCALE: 1":30'

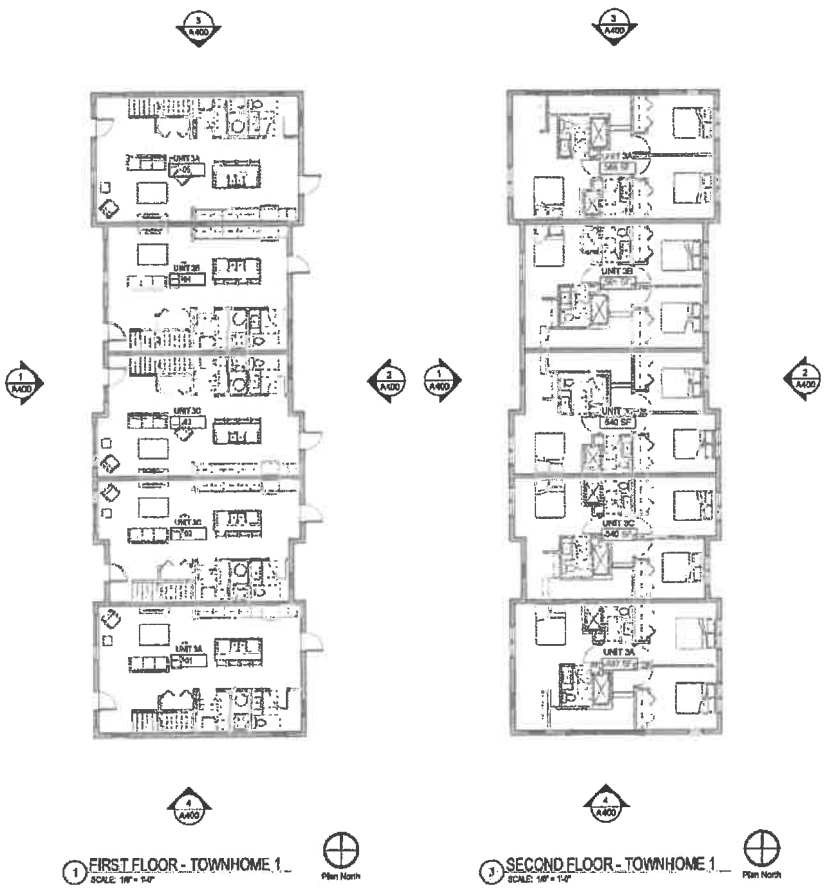
DATE: 10-02-2020

Engberg Anderson Project No. 203201.00

C100

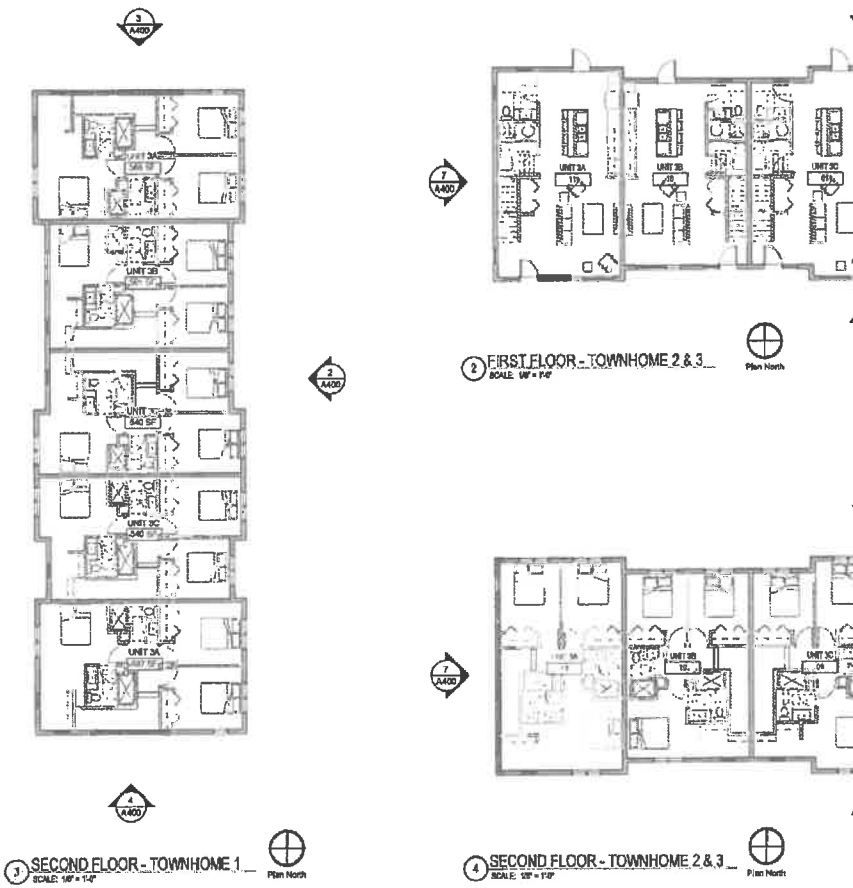
**EXHIBIT E**

**Building Plans**



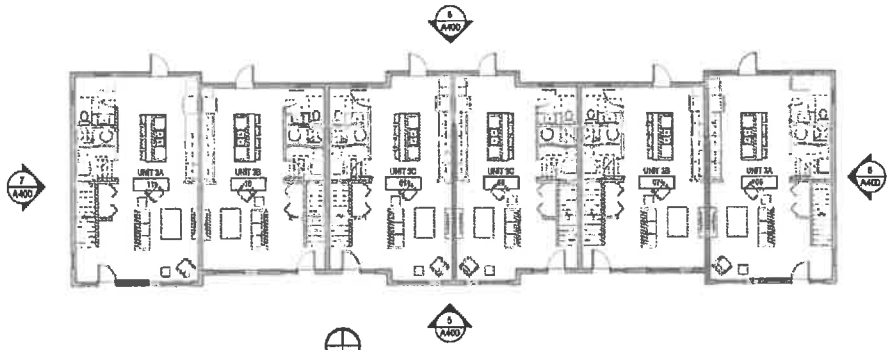
1 FIRST FLOOR - TOWNHOME 1
SCALE: 1/8" = 1'-0"

Plan North



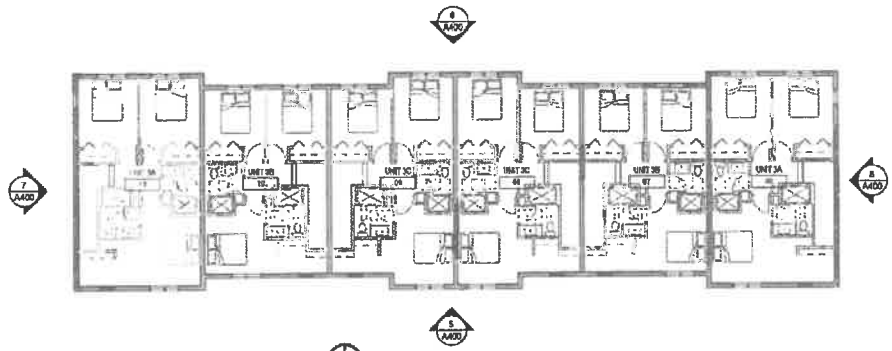
3 SECOND FLOOR - TOWNHOME 1
SCALE: 1/8" = 1'-0"

Plan North



2 FIRST FLOOR - TOWNHOME 2 & 3
SCALE: 1/8" = 1'-0"

Plan North



4 SECOND FLOOR - TOWNHOME 2 & 3
SCALE: 1/8" = 1'-0"

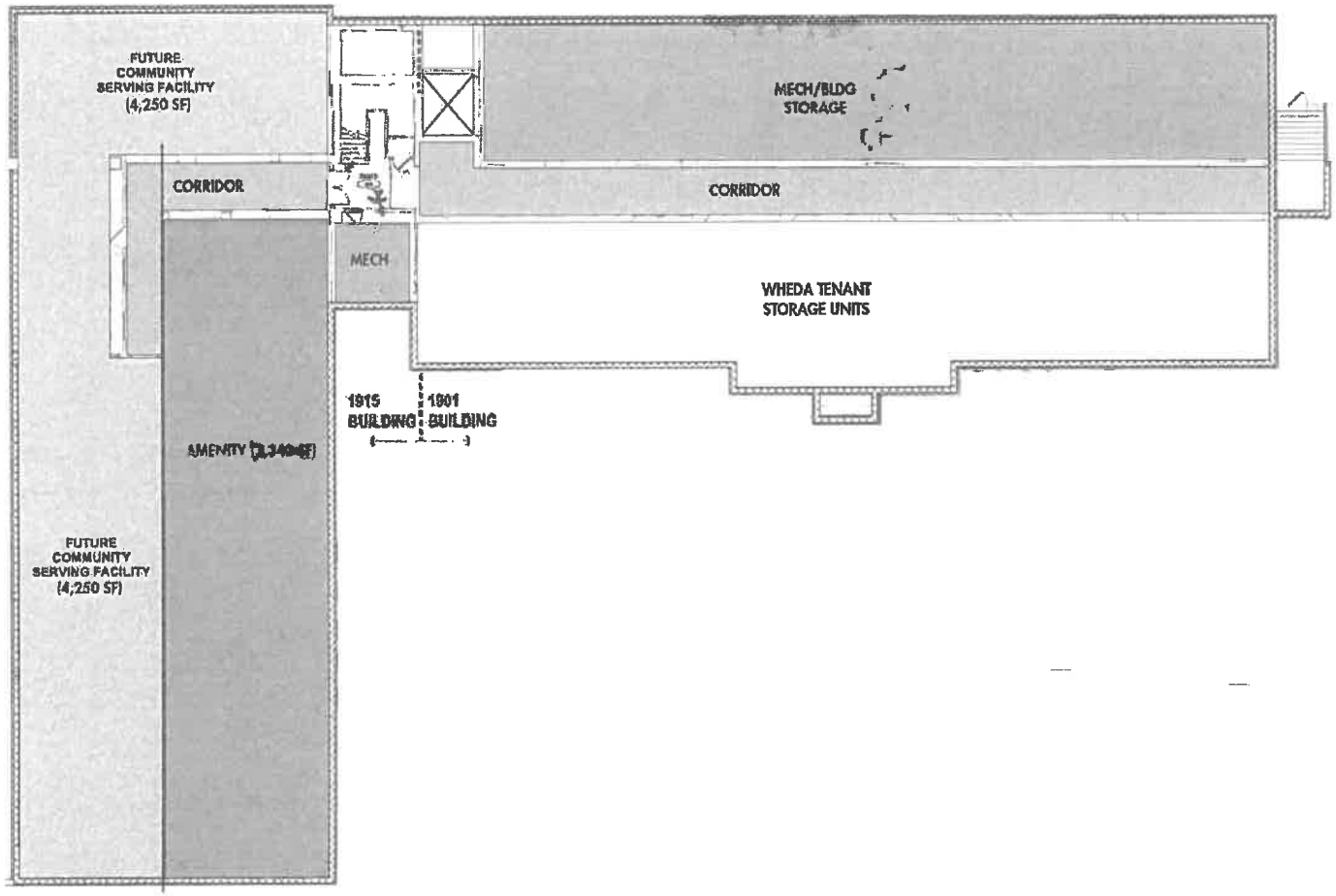
Plan North

# SISTERS OF ST JOSEPH TOSF - "THE GROVE"

TOWNHOME FLOOR PLANS
SCALE: 1/8" = 1'-0"
OCTOBER 5, 2020
Engberg Anderson Project No. 203201.00

Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

A100




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

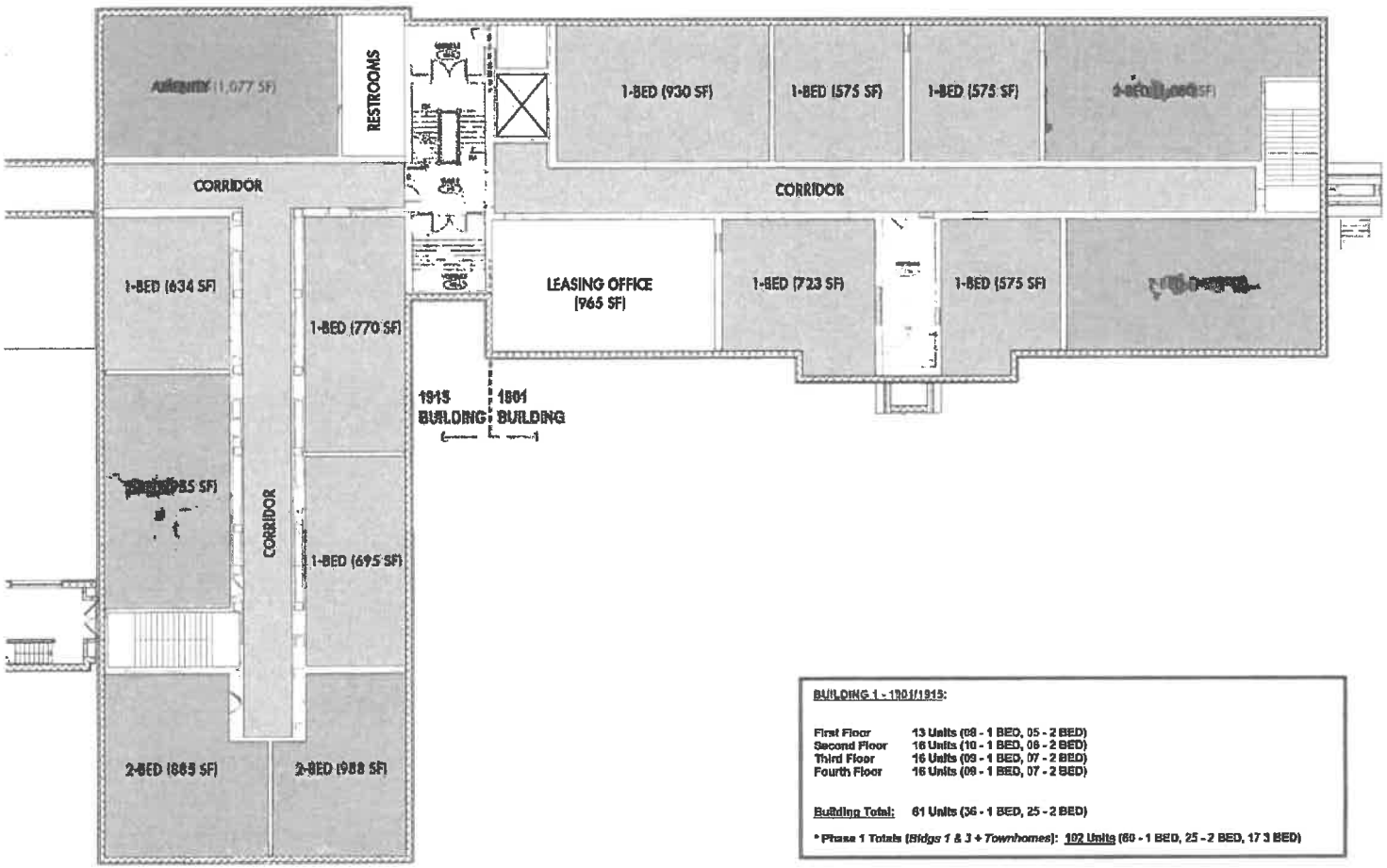
Engberg Anderson ARCHITECTS

# 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

Plan North

A101A




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

**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)

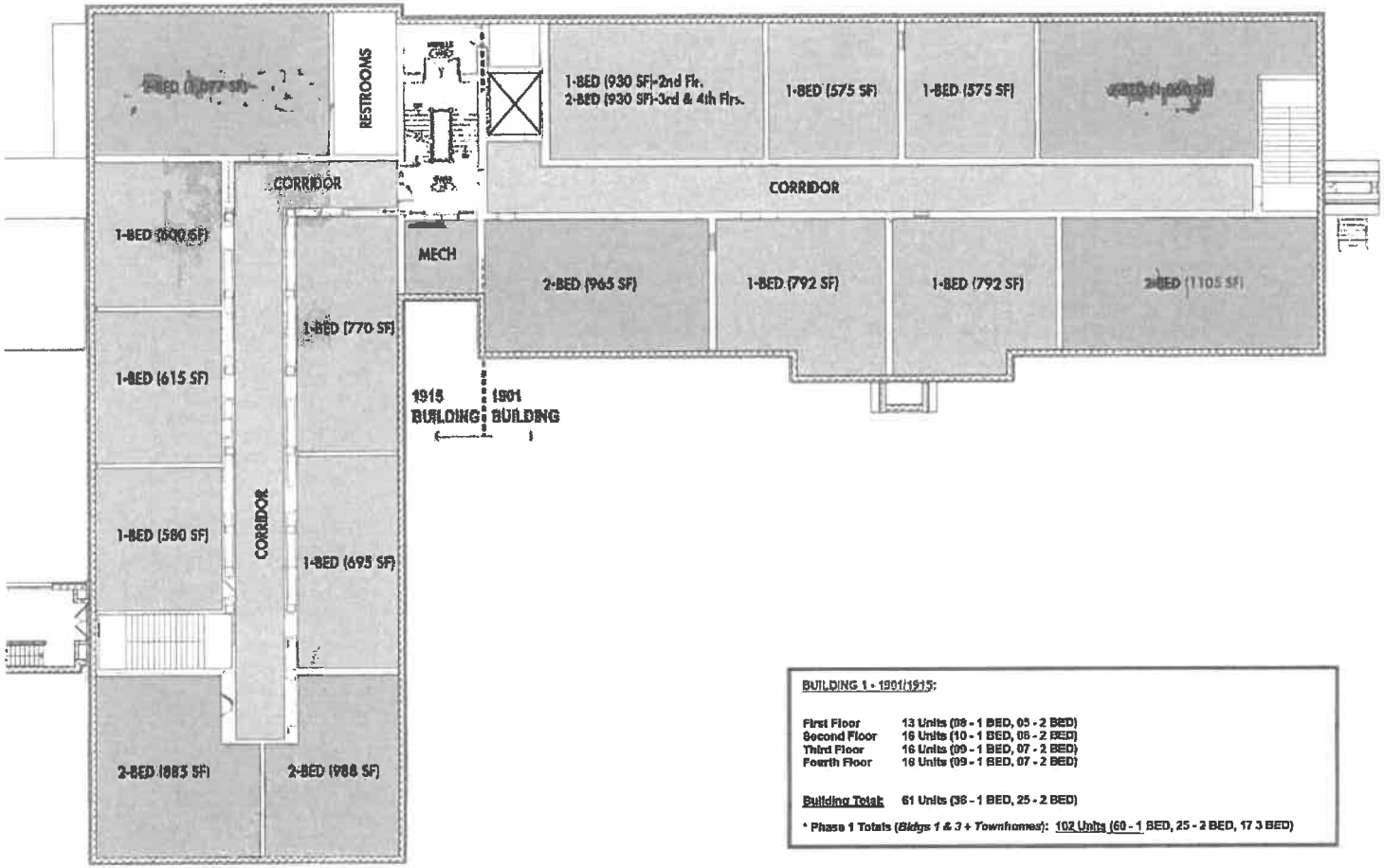
Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

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

BUILDING 1 (1901/1915) FLOOR PLANS
SCALE: 1/8" = 1'-0"
OCTOBER 8, 2020
Engberg Anderson Project No. 203201.00

Plan North

**A101B**




1 1901/1915 BUILDING 1 - SECOND THRU FOURTH FLOORS
SCALE: 1/8" = 1'-0"

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 (38 - 1 BED, 25 - 2 BED) |

* Phase 1 Totals (*Bldgs 1 & 3 + Townhomes*): 102 Units (60 - 1 BED, 25 - 2 BED, 17 3 BED)

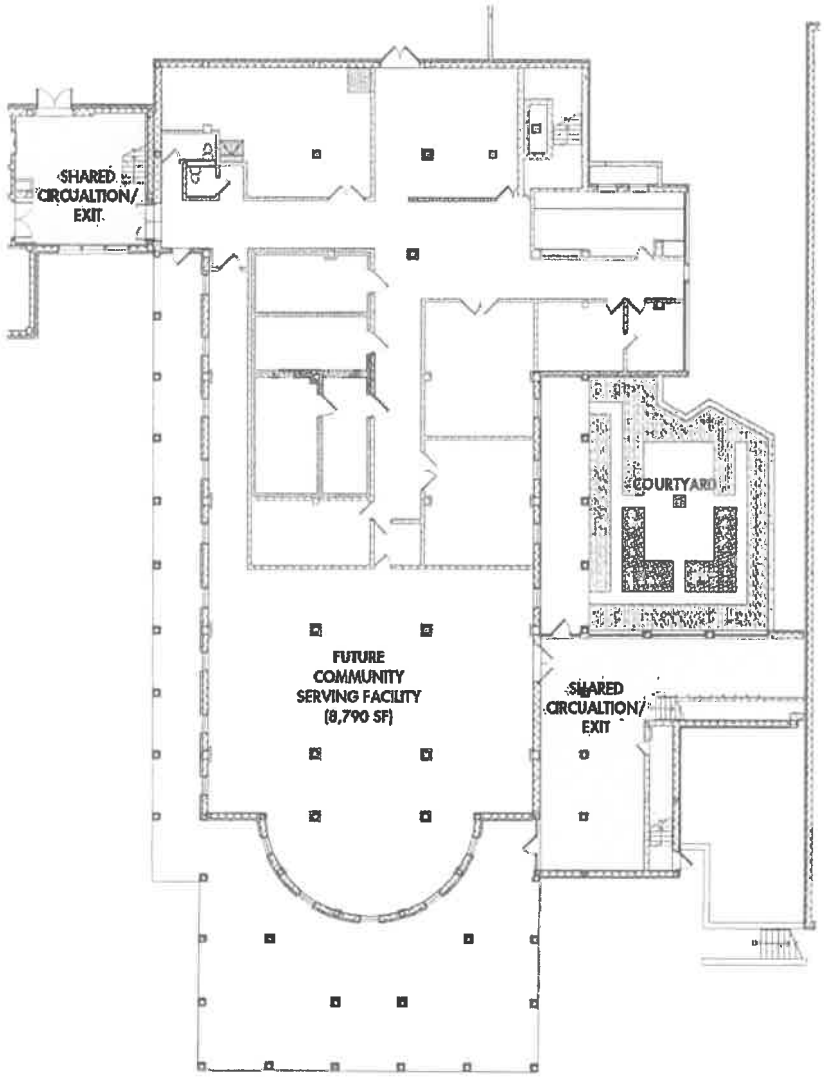
Engberg Anderson ARCHITECTS
MINNEAPOLIS | MADISON | DENVER | CHICAGO

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

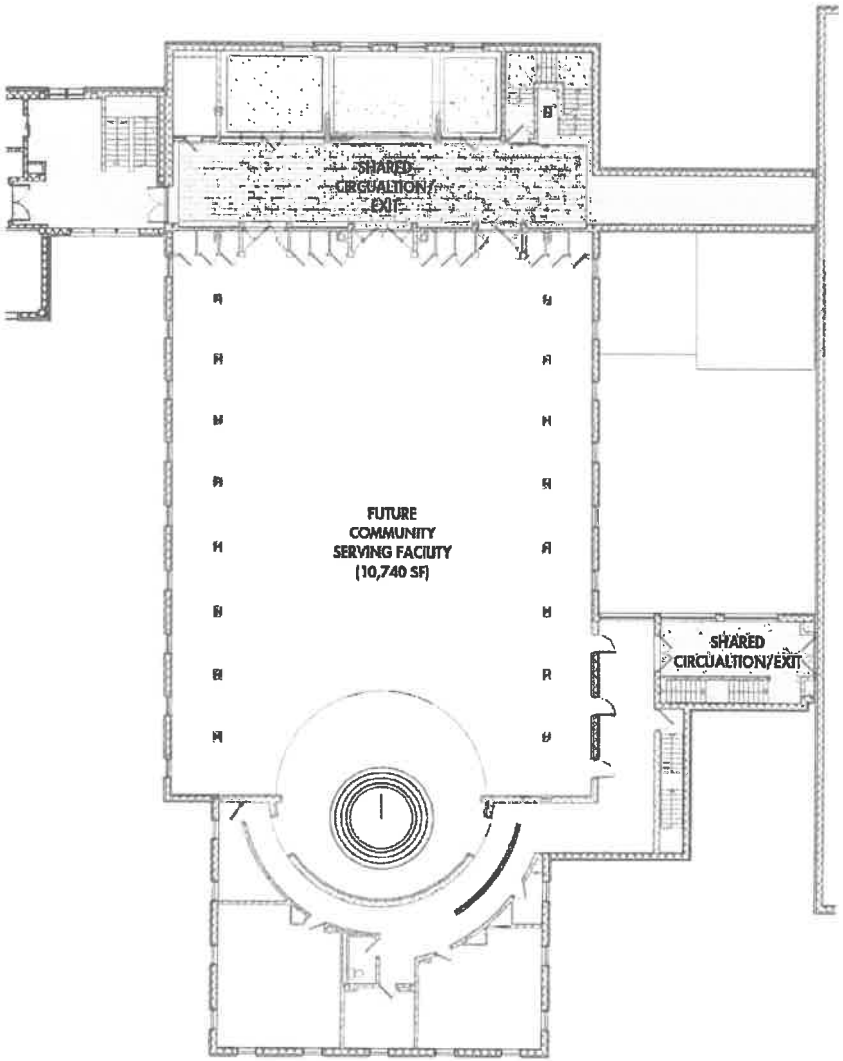
BUILDING 1 (1901/1915) FLOOR PLANS
SCALE: 1/8" = 1'-0"
OCTOBER 5, 2020
Engberg Anderson Project No. 203201.00

Plan North

**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"

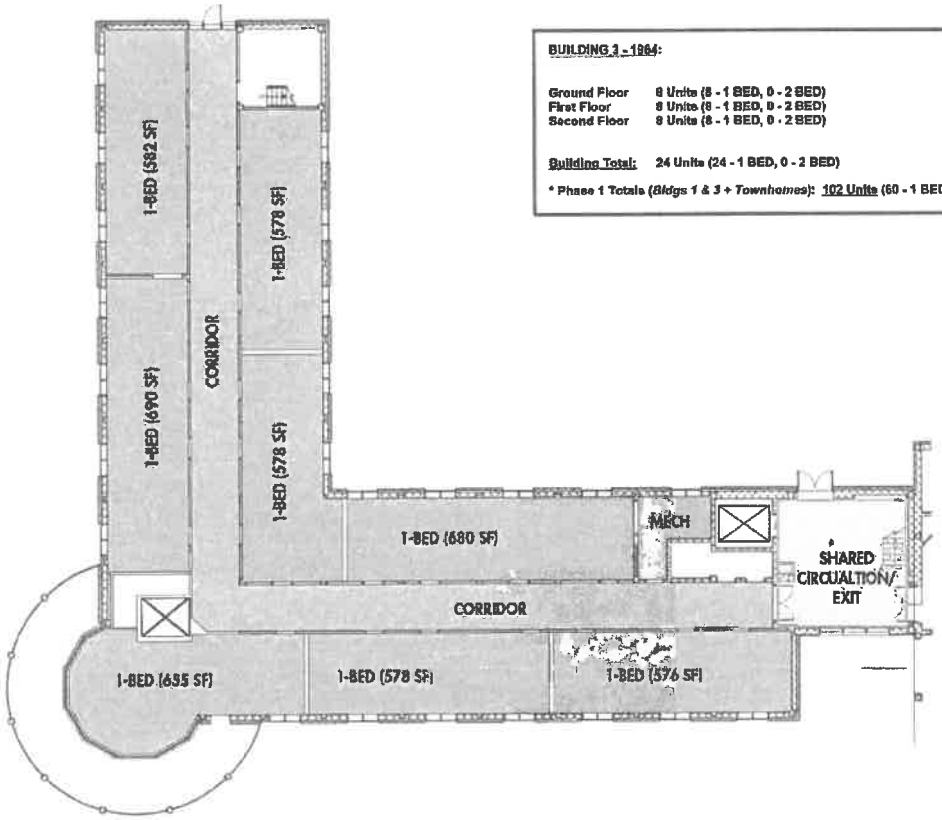
Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | PHOENIX | CHICAGO

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

BUILDING 2 (1964 CHAPEL) FLOOR PLANS
SCALE: 1/8" = 1'-0"
OCTOBER 8, 2020
Engberg Anderson Project No. 203201.00

Plan North

A102




**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"

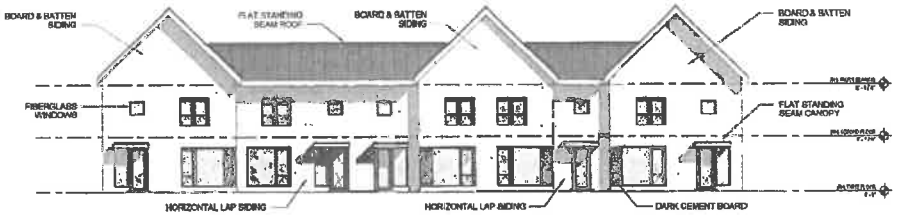
Engberg Anderson ARCHITECTS

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

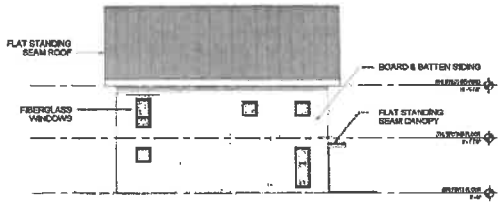
BUILDING 3 (1964) FLOOR PLANS
SCALE: 1/8" = 1'-0"
OCTOBER 5, 2020
Engberg Anderson Project No. 203201.00

Plan North

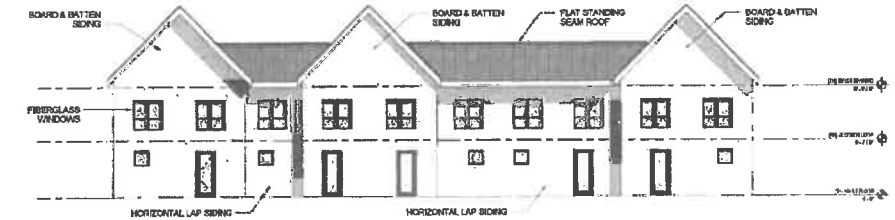
A103



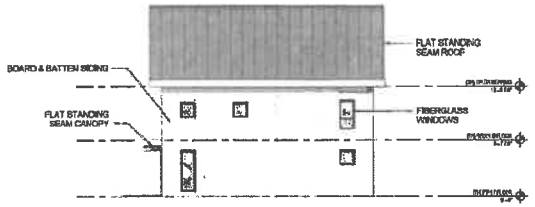

1 WEST ELEVATION - TOWNHOME 1
SCALE: 1/8" = 1'-0"



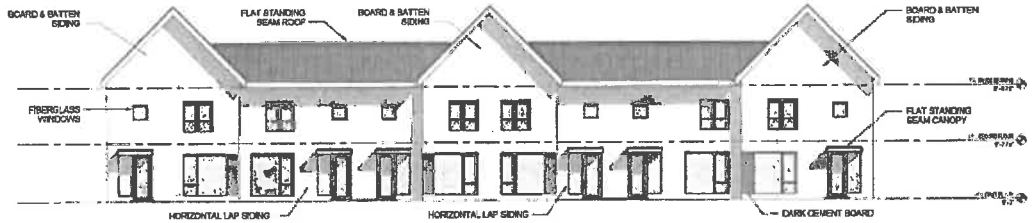

3 NORTH ELEVATION - TOWNHOME 1
SCALE: 1/8" = 1'-0"



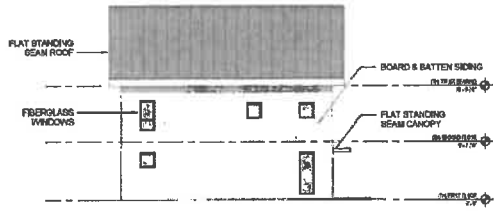

2 EAST ELEVATION - TOWNHOME 1
SCALE: 1/8" = 1'-0"




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

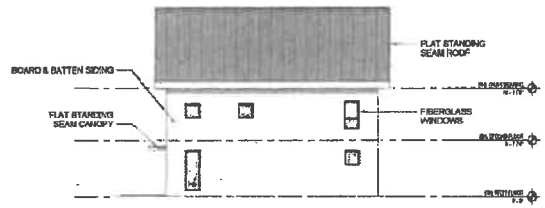



5 SOUTH ELEVATION - TOWNHOME 2 & 3
SCALE: 1/8" = 1'-0"




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

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



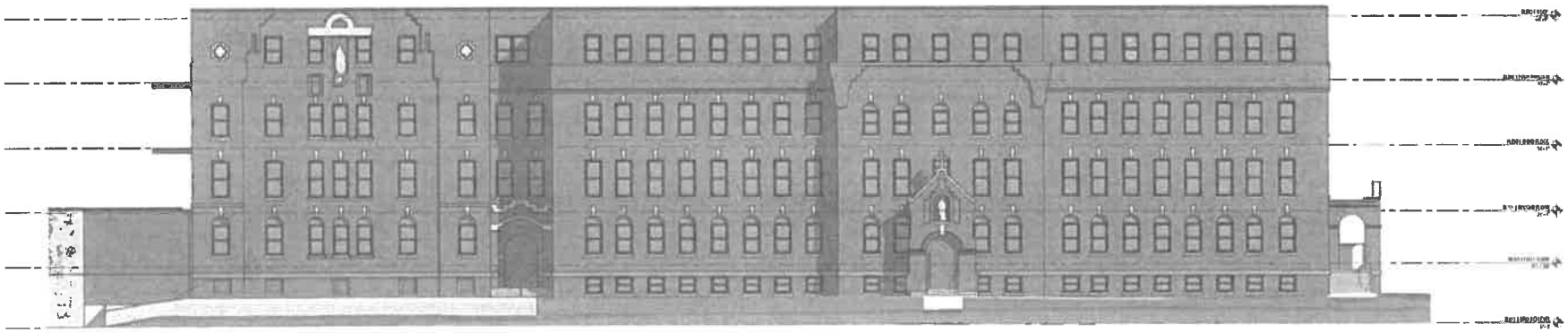

8 EAST ELEVATION - TOWNHOME 2 & 3
SCALE: 1/8" = 1'-0"

# SISTERS OF ST JOSEPH TOSF - "THE GROVE"

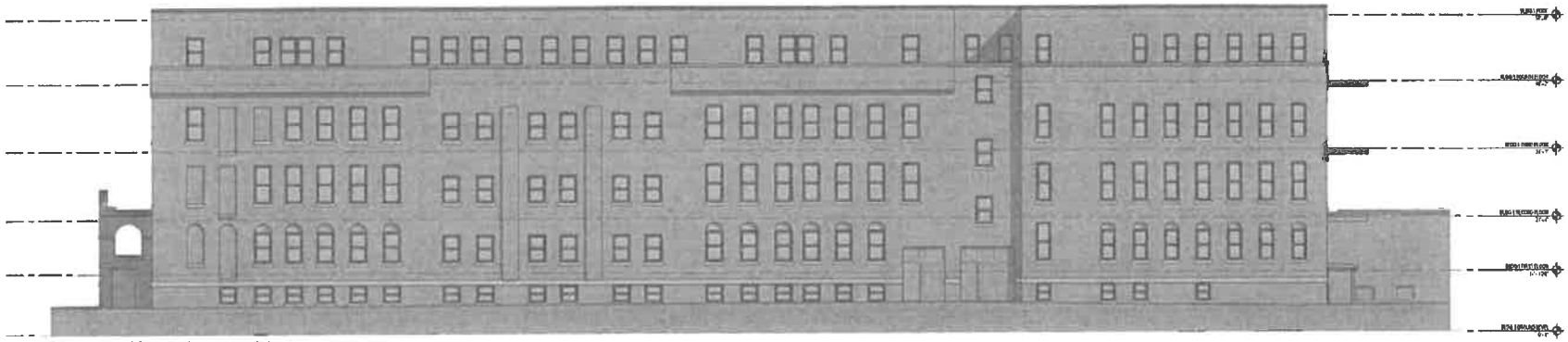
TOWNHOME ELEVATIONS
SCALE: 1/8" = 1'-0"
OCTOBER 5, 2020
Engberg Anderson Project No. 203201.00

Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

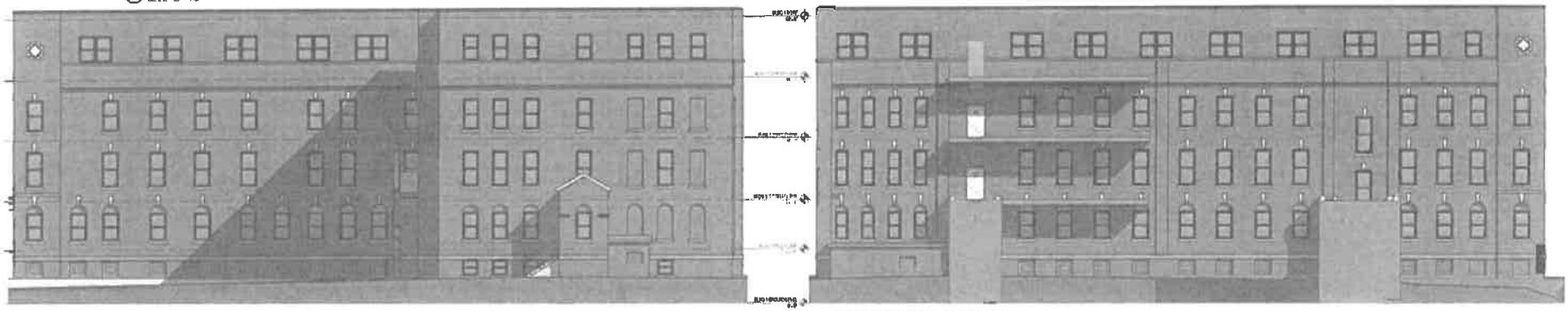
**A400**



1 SOUTH ELEVATION - BUILDING 1



2 NORTH ELEVATION - BUILDING 1



3 EAST ELEVATION - BUILDING 1

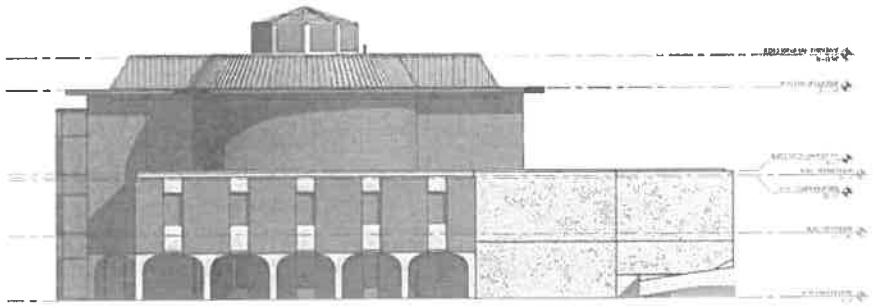
4 WEST ELEVATION - BUILDING 1

# SISTERS OF ST JOSEPH TOSF - "THE GROVE"

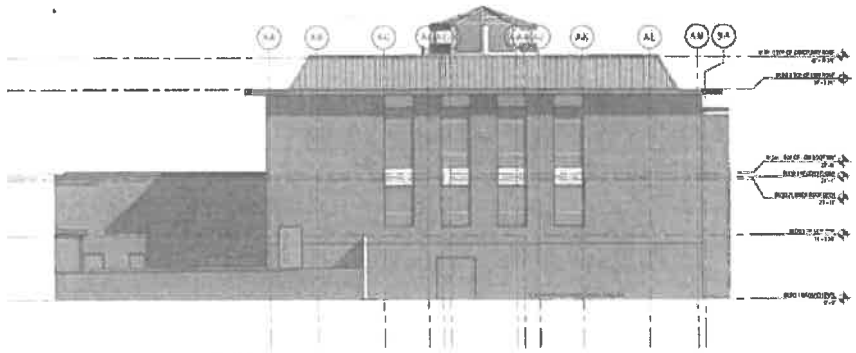
Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

EXTERIOR ELEVATIONS - BUILDING 1
SCALE: 1/8" = 1'-0"
OCTOBER 6, 2020
Engberg Anderson Project No. 203201.00

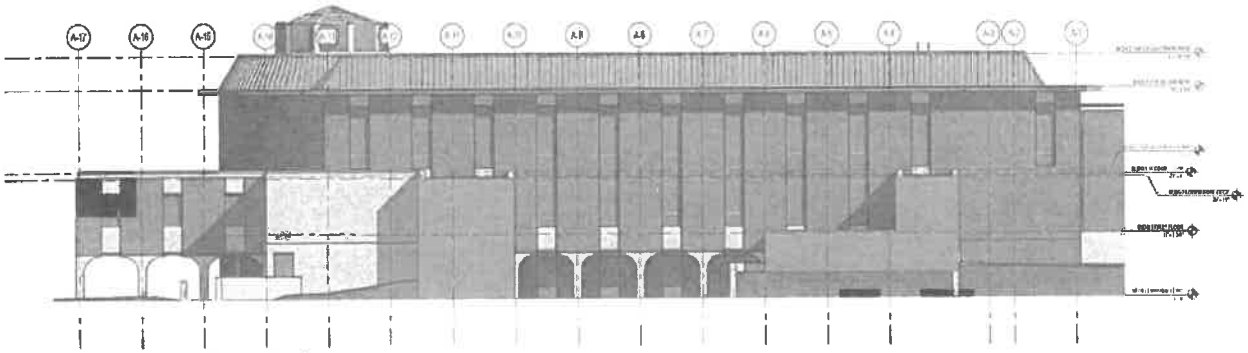
A401



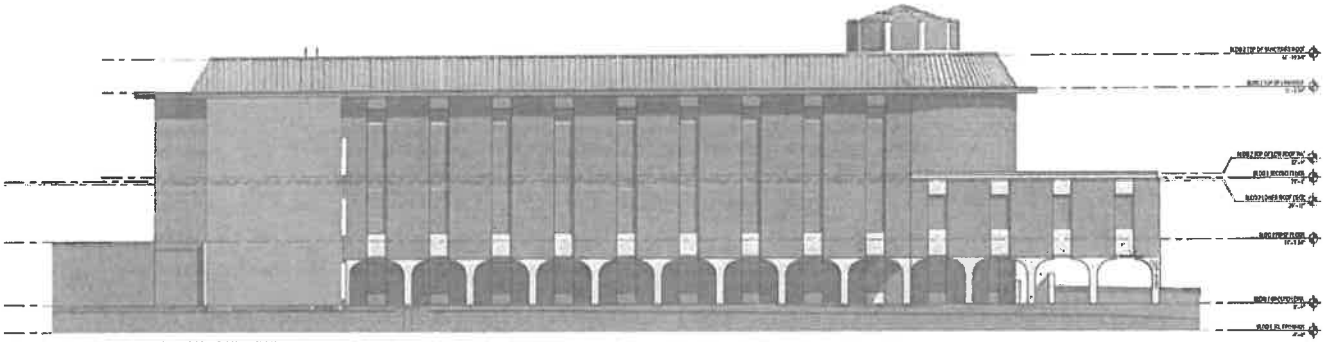
1 SOUTH ELEVATION - BUILDING 2



2 NORTH ELEVATION - BUILDING 2



3 EAST ELEVATION - BUILDING 2



4 WEST ELEVATION - BUILDING 2

# SISTERS OF ST JOSEPH TOSF - "THE GROVE"

EXTERIOR ELEVATION - BUILDING 2

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

OCTOBER 6, 2020

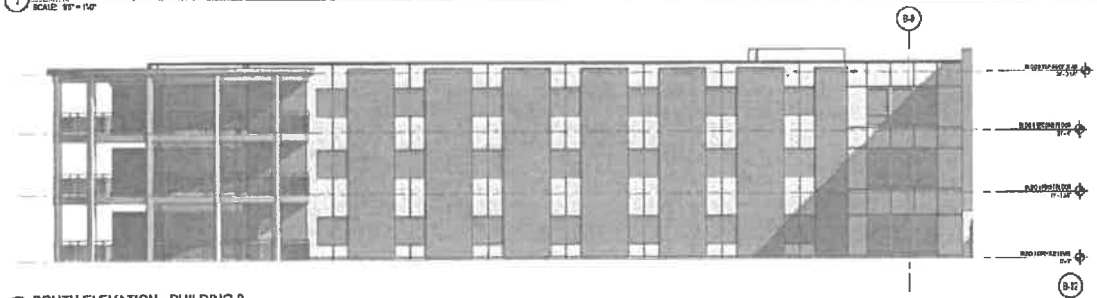
Engberg Anderson Project No. 203201.00

Engberg Anderson ARCHITECTS

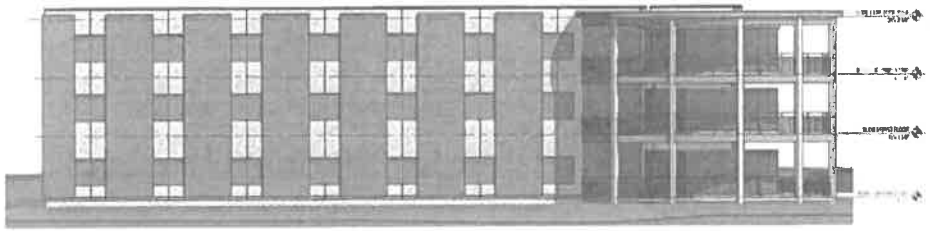
MILWAUKEE | MADISON | TUCSON | CHICAGO

A402

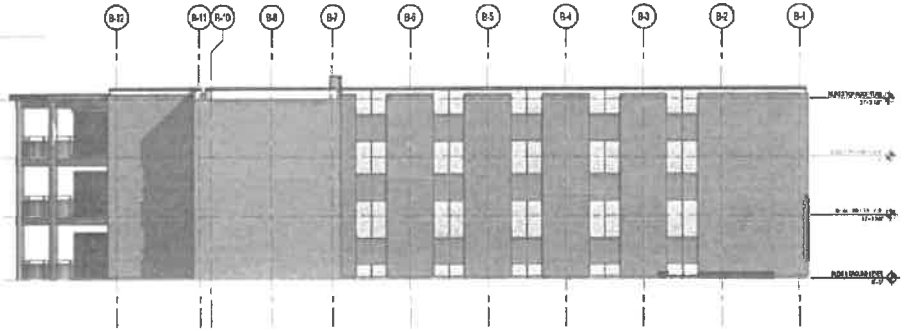
1 NORTH ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



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 6, 2020
Engberg Anderson Project No. 203201.00

Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | FUSION | CHICAGO

A403

**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 after Pmnt | Annual Tax | Toward DS | Excess Annual 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 |
| | | | | | | | | | $ 1,442,379 |

This document drafted by:

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

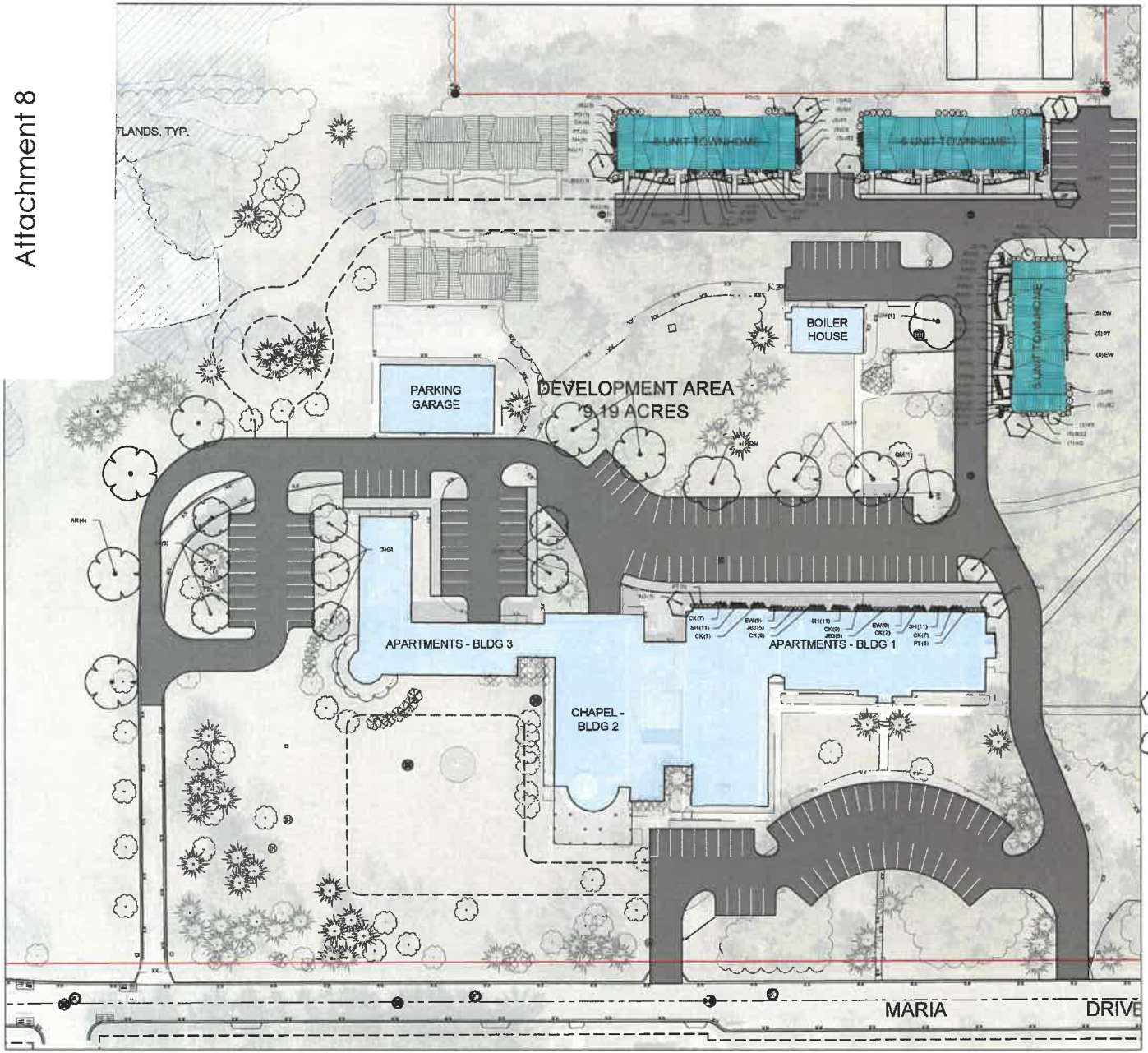
# SERVICE AREA / INCOME SURVEY

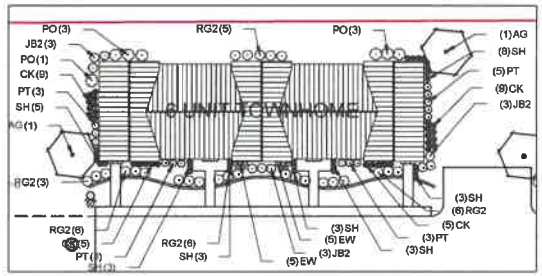
## ATTACHMENTS AND SUPPORTING DOCUMENTATION

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).

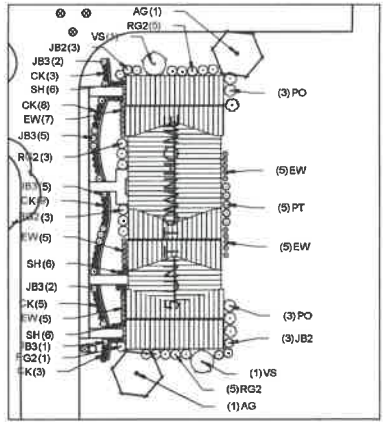
Attachments:

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]




6 UNIT TOWNHOME 0' 20'




5 UNIT TOWNHOME 0' 20'

PLANT SCHEDULE

| TREES | CODE | BOTANICAL / COMMON NAME | CONT | QTY |
|---|---|---|---|---|
| | AR | ACER RUBRUM / RED MAPLE | 2" CAL B&B | 8 |
| | AG | AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / 'AUTUMN BRILLIANCE' SERVICEBERRY | 2" CAL B&B | 11 |
| | GI | GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' TM / SKYLINE THORNLESS HONEY LOCUST | 15 GAL | 6 |
| | QM | QUERCUS MACROCARPA / BURR OAK | 2.0" BB | 5 |
| **SHRUBS** | **CODE** | **BOTANICAL / COMMON NAME** | **CONT** | **QTY** |
| | JB2 | JUNIPERUS CHINENSIS 'BLUE POINT' / BLUE POINT JUNIPER | 5 GAL | 24 |
| | JB3 | JUNIPERUS SQUAMATA 'BLUE STAR' / BLUE STAR JUNIPER | 3 GAL | 25 |
| | PO | PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD' / YELLOW NINEBARK | 36" HEIGHT MIN. | 20 |
| | PT | PHYSOCARPUS OPULIFOLIUS 'SMPOTW' TM / TINY WINE NINEBARK | 3 GAL | 43 |
| | RG2 | RIBES ALPINUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT | 3 GAL | 89 |
| | VS | VIBURNUM DENTATUM 'SYNNESTVEDT' TM / CHICAGO LUSTRE ARROWWOOD VIBURNUM | 5 GAL | 5 |
| **ORNAMENTAL GRASSES** | **CODE** | **BOTANICAL / COMMON NAME** | **CONT** | **QTY** |
| | CK | CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS | 1 GAL | 130 |
| | SH | SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED | 1 GAL | 107 |
| **PERENNIALS** | **CODE** | **BOTANICAL / COMMON NAME** | **CONT** | **QTY** |
| | EW | ECHINACEA PURPUREA 'WHITE SWAN' / PURPLE CONEFLOWER | 1 GAL | 85 |

0' 30' 60' 90'

RETTLER CORP. PROJECT # • 20.021
DATE • 10.02.20

RETTLER corporation
• 3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
• TELEPHONE • 715 - 341 - 2633, FAX • 715 - 341 - 8431
• EMAIL • INFO @ RETTLER.COM, WEBSITE • WWW.RETTLER.COM

Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

# SISTERS OF ST JOSEPH TOSF - "THE GROVE"

SITE LANDSCAPE PLAN
SCALE: 1":30'
DATE: 10-02-2020
Engberg Anderson Project No. 203201.00

C300

# 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

**Division of Energy, Housing and Community Resour**
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 |
|---|---|
| ☒ | 1. Enact, strengthen, or advertise a local fair housing law; |
| ☐ | 2. Make area-wide zoning revisions to facilitate the dispersal of multi-family housing outside of minority-concentrated areas; |
| ☐ | 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; |
| ☐ | 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; |
| ☒ | 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; |
| ☐ | 6. Improve community facilities and public services in racially integrated neighborhoods to help preserve their mixed character; |
| ☒ | 7. Display a fair housing poster or provide fair housing information at an appropriate public place; |
| ☐ | 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; |



(continued on the next page)

## Division of Energy, Housing and Community Resources

Community Development Block Grant – Potential Fair Housing Actions

| | |
|---|---|
| ☐ | 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; |
| ☐ | 10. Suggest the use of affirmative marketing and advertising practices by private developers as a condition for obtaining local licenses and permits; and |
| ☐ | 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. |
| ☐ | 12. OTHER: |
| ☐ | 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/fheo/
Fair Housing ads and other materials: http://www.fairhousinglaw.org/

# CHAPTER 27

# FAIR HOUSING

Section

27.01 Declaration of Policy
27.02 Affirmative Action/Fair Housing Committee
27.03 Prohibited Acts
27.04 Exemptions
27.05 Enforcement Procedures
27.06 Remedies and Penalties
27.07 Definitions
27.08 Liberal Construction: Severability
27.09 Fair and Open Housing

27.01 It is hereby declared to be the policy of the City of Stevens Point, pursuant to the United States and Wisconsin constitutions and also its power to protect the public health, safety and general welfare, that all persons, regardless of race, color, religion, gender, ancestry, national origin, handicap, age, lawful source of income, families with children, gender or marital status of the person maintaining the household, sexual orientation, gender identity, or gender expression are entitled to fair and equal access to housing; and to that end the City of Stevens Point hereby enacts the following code which prohibits any person, not herein excepted, from discriminating against any other person by impairing to any degree, access to any housing or housing accommodations on the basis of race, color, religion, gender, ancestry, national origin, handicap, age, lawful source of income, families with children, gender or marital status of the person maintaining the household, sexual orientation, gender identity, or gender expression; and creates a committee with the power and duty to enforce equal opportunity in housing for all citizens of the City of Stevens Point.

27.02 AFFIRMATIVE ACTION/FAIR HOUSING COMMITTEE.

(1) Creation. There is hereby created by the common council, pursuant to Section 66.30, Wisconsin Statutes, an intergovernmental organization deemed the Joint County/City Affirmative Action/Fair Housing Committee. Said committee shall consist of one member of the county personnel committee, appointed by the county board of supervisors for a term of two years and one member of the city personnel committee, appointed by the mayor and confirmed by the common council, for a term of two years. The two governmental members of the intergovernmental committee shall have the right to appoint five (5) additional members whose terms shall be for two years, and who shall be residents of Portage County.

(2) Powers. The Joint County/City Affirmative Action/Fair Housing Committee shall have the right and power to implement the Fair Housing Code of the City of Stevens Point.

(3) Duties. The Affirmative Action/Fair Housing Committee's duties shall include, but not be limited to, the following:

(a) Develop techniques for communicating goals and objectives to the public, including women's groups, minority organizations, the landlord association, and others.

(b) Devise methods for correcting housing discrimination problems.

(c) Evaluate progress of the fair housing program.

(d) Receive, investigate, and consider, where warranted, unresolved complaints relative to fair housing practices.

(e) To appoint mediators who initially shall seek a settlement agreeable to both the complainant and the respondent by means of informal conferences.

(f) If necessary, to hold hearings after efforts at settlement, based on complaints made against any person and a determination of probable cause; to administer oaths and take testimony; to compel the production of books, papers, and any other documents relating to any matters involved in the complaint; and to subpoena witnesses and compel their attendance.

(g) To issue temporary orders effective for a maximum of twenty days, absent extraordinary circumstances, restraining the respondent form taking any action which would tend to render ineffectual or unenforceable any order which the committee might issue.

(h) To refer orders, pursuant to sections (f) and (g) of this code to the city attorney for enforcement in the name of the City of Stevens Point.

(i) To make available to the public, in writing, copies of 1) transcripts of all of its proceedings except initial settlement efforts by its mediators; 2) all temporary and final orders; 3) and all decisions and opinions rendered.

(j) To require a written report of the manner of compliance with any final order it may issue.

(k) To recommend to the mayor and the common council any legislation necessary to further promote the purposes of this code and to file annual written reports of its work with the mayor and council.

27.03 PROHIBITED ACTS.

It shall be a prohibited discriminatory practice for any person to:

(1) Print, publish, circulate, issue, display, post, mail or communicate in any other way any announcement, statement, advertisement, publication or sign, the import of which indicates to any degree a decision or purpose to impair in any way the access of any person, on the basis of his/her race, color, religion, gender, ancestry, national origin, handicap, age, lawful source of income, families with children, gender or marital status of the person maintaining the household, sexual orientation, or gender identity, or gender expression to any transferable interest in any housing or housing accommodations.

(2) Refuse to sell, lease, sublease, rent or in any other manner deny, withhold, or impair the transfer of title, leasehold, or any other interest in any part of any housing or housing accommodation, when such refusal is based to any degree on a consideration of race, color, religion, gender, ancestry, national origin, handicap, age, lawful source of income, families with children, gender, marital status, gender identity, or gender expression of the person maintaining the household or sexual orientation of the person refused.

(3) Refuse to lend money or security, guarantee any loan, accept any mortgage or in any other

manner make available any other funds or resources for the construction, acquisition, purchase, rehabilitation, repair, or maintenance of any housing accommodation when such refusal is based to any degree on a consideration on the race, color, religion, gender, ancestry, national origin, handicap, age, lawful source of income, families with children, gender or marital status of the person maintaining the household, sexual orientation, gender identity, or gender expression of the person refused.

(4) Refuse to furnish any facilities or services for any housing or housing accommodation, whether ordinarily provided pursuant to legal duty or local custom, when such refusal is based to any degree on a consideration of the race, color, religion, gender, ancestry, national origin, handicap, age, lawful source of income, families with children, gender or marital status of the person maintaining the household, sexual orientation, gender identity, or gender expression of the person refused.

27.04 EXEMPTIONS.

(1) Nothing in this code shall bar any religious or denominational institution or organization, or any charitable or educational organization which is operated, supervised, or controlled by or in connection with a religious organization from limiting admission to or giving preference to persons of the same religion or denomination, or from making such selection as is reasonable calculated by such organization to promote the religious principles for which it is established or maintained.

(2) No prohibition in this code shall apply to an offer or advertisement to lease or rent, or to the lease or rental of single-occupancy room in an owner-occupied dwelling; provided, however, that the number of persons, other than the owner and his immediate family who dwell therein, does not exceed two.

(3) Existing facilities which presently exclude one gender or new structure which is designed to facilitate one special gender.

27.05 ENFORCEMENT PROCEDURES.

(1) Complaint. Any complaint alleging any discriminatory practice prohibited by this ordinance shall be in writing. Such complaints may be initiated by a) the complainant, who may mail his complaint to the committee or dictate it to an agent of the committee, b) any agent of the complainant, including any agent who has solicited offers to buy, lease, rent, or in any other manner seek access to any interest in any part of any housing or housing accommodation, for the complainant, or c) any member of the committee on his/her own initiative. All complaints shall contain the following:

(a) Name and address of the complainant.
(b) Name and address of the respondent or respondents.
(c) Statement setting forth the particulars of the alleged discrimination or discriminatory practice.

(d) The date or dates of the alleged discrimination or discriminatory practice.

(2) Where Filed. Complaints shall be filed with the city clerk by the complainant or complainant's duly authorized agent, or a member or duly authorized agent of the committee, and may be filed in person or by mail.

(3) When Filed. Complaints alleging any discriminatory practice prohibited by this ordinance shall be filed no later than ninety (90) days after the complainant knew or should reasonably have known that the alleged act or acts occurred.

(4) Notice to Respondent. Upon the filing of a complaint the committee shall serve a copy thereof upon the respondent within ten (10) days of said filing.

(5) Amendment and Withdrawal. A complaint may be amended or withdrawn at any time with and subject to the approval of the committee or its designated agent and under such terms as the committee or agent shall direct.

(6) Investigations, Hearing, Determinations, Appeal.

(a) An agent designated by the committee shall promptly investigate all duly filed complaints. Within 30 days of the filing of each complaint said agent shall issue to the complainant and respondent an initial determination in writing of whether probable cause, as defined in this code, exists and setting forth the basis of the determination.

(b) Should a determination be made that there is no probable cause to believe discrimination in violation of this code has been or is being committed, the complainant shall be afforded an opportunity to appeal such decision to the full committee. Should the full committee decide that there is no probable cause, the complainant may appeal to the circuit court of the county in which the property or property interest in question is located.

(c) Should a determination be made that there is probable cause to believe discrimination in violation of the code has been or is being committed, an agent designated by the committee shall endeavor by means of conference, conciliation, or persuasion to eliminate the alleged discriminatory practice.

(d) In any case where efforts at settlement have failed to eliminate the discriminatory practice alleged by the complaint, the committee shall promptly cause to be issued a notice of hearing before a hearing examiner acting as an agent of the committee to determine the merits of the complaint.



(e) Affirmative Findings.

1. If, after hearing and on the basis of the official record made therein, the examiner finds that the respondent has engaged in or is engaging in any discrimination prohibited by this code, he/she shall make and recommend to the committee written findings of fact and conclusions thereon to be taken by the respondent and, where necessary, by the complainant, as will affect the purpose of this code by elimination of the discrimination found.

2. A certified copy of such recommended findings, conclusions, and orders, together with a summary of the findings of fact, shall be mailed to the last known address of the complainant and respondent.

3. If within twenty (20) days following the mailing of the examiner's decision the committee does not receive notice of appeal, the findings, conclusions, and orders of the examiner shall be the findings, conclusions, and orders of the full committee.

4. If within twenty (20) days following the mailing of the examiner's decision the complainant or respondent serves notice of appeal, such appeal may be had to the full committee. The committee shall have the power to affirm, reverse, or modify the determination of the hearing examiner. After final determination by the committee either party may appeal by certiorari to a court of competent jurisdiction.

(7) Transfer of Proceedings. At any time after a finding of probable cause the committee, with appropriate notice to the complainant and respondent, may transfer the proceedings to itself.

(8) Disqualification of Committee Members. No committee member who, pursuant to section 27.06(1) of this code, has filed a complaint or who initiated a complaint, shall participate in any subsequent hearings or proceedings except as a witness, nor shall the committee member participate in the deliberations of the commission in such case.

(9) Judicial Enforcement. Whenever in the judgment of the committee, judicial enforcement of a committee order is necessary, the committee shall, in writing, request the city attorney to commence proceedings in a court of competent jurisdiction to enforce such orders in the name of the City of Stevens Point. Upon receipt of any such request, the city attorney shall have the duty to seek enforcement of such orders in a court of competent jurisdiction.



27.06 REMEDIES AND PENALTIES.

(1) Remedies. The committee shall have the power and duty, after investigation and hearing, to issue and implement such orders as may be necessary to effect the purposes of this ordinance. Such orders may include:

(a) Cease and desist orders.
(b) Compensatory damages to the complainant.
(c) Affirmative action by the respondent and, where necessary, by the complainant.
(d) Any other orders which may be necessary to effect the purposes of this act.

(2) Penalties. Any person who wilfully violates this ordinance or any lawful order issued hereunder shall, for each such violation, on order of the committee, forfeit not less than $10 nor more than $200. Each day such violation continues shall constitute a separate offense. Payment of any such forfeiture shall be stayed during the period in which any appeal may be taken and during the pendency of any appeal.

27.07 DEFINITIONS.

(1) Accommodation - shall include any room, apartment, house, building or structure, any part of which is used for human habitation on a temporary or permanent basis.

(2) Committee - shall mean the joint Affirmative Action/Fair Housing Committee appointed by city and county government.

(3) Complainant - shall mean any person who files a complaint with the committee, pursuant to section 27.05(1) thru (5) of this ordinance.

(4) Discriminate, discrimination, discriminating - shall refer to any type of act or refusal to act prohibited by section 27.03 of this ordinance which, unless excepted by section 27.04, may have occurred or may be occurring.

(5) Handicapped - shall mean any physical, mental or developmental disability.

(6) Housing - shall include any part of any building, structure or land, whether or not vacant.

(7) Owner-occupied dwelling - shall mean a building used for human habitation in which the owner thereof maintains his permanent living quarters.

(8) Person - shall mean any individual, partnership, labor, or other association, corporation, legal representative, receiver, trustee, trustee in bankruptcy or other fiduciary, or the lessee, proprietor, manager, employee, or any other agent of any such person.



(9) Probable cause - shall mean reasonable grounds to believe that a violation of section 27.03 of this code, not exempted by section 27.04, may have occurred or may be occurring.

(10) Respondent - shall mean any person who, according to the allegations contained in any complaint filed with the committee, has violated any discriminatory practice prohibited by this ordinance and has been named in the complaint as a respondent.

(11) Single-occupancy room - shall mean any room which the owner has leased or rented, or in any way offered to lease or rent, to a sole individual; provided, however, that the owner permanently occupies living quarters in the same dwelling.

27.08 LIBERAL CONSTRUCTION: SEVERABILITY.

(1) The provisions of this ordinance shall be liberally construed in order to promote the purposes and provisions contained herein.

(2) The provisions of this ordinance are severable and if any provision, sentence, clause, section, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of the ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, unconstitutional or inapplicable provisions, sentence, clause, section or part thereof had not been included therein and if the persons or circumstances to which the ordinance or any part thereof inapplicable had been specifically exempted therefrom.

27.09 FAIR AND OPEN HOUSING

(1) Section 106.50, Wisconsin Statutes, as amended, and all subsequent amendments thereto, is hereby adopted by reference.

(2) The officials and employees of the City of Stevens Point shall assist in the orderly prevention and removal of all discrimination in housing within the City of Stevens Point by implementing the authority and enforcement procedures set forth in Section 106.50, Wisconsin Statutes, as amended.

(3) The city clerk shall maintain forms for complaints to be filed under Section 106.50, Wisconsin Statutes, as amended, and shall assist any person alleging a violation thereof in the City of Stevens Point to file a complaint thereunder with the Wisconsin Department of Work Force Development, Equal Rights Division, for enforcement of Section 106.50, Wisconsin Statutes, as amended.

(4) In the event there is a conflict between Section 27.09 of the Revised Municipal Code and any other provisions of Chapter 27 of the Revised Municipal Code, the more stringent provisions of Section 27.09 shall prevail.

# 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 – none 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

# Residential Anti-Displacement and Relocation Assistance Plan (RADRAP)

## CITY OF STEVENS POINT, WISCONSIN
## WISCONSIN RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN
## FOR CDBG PROGRAMS

This Residential Anti-Displacement and Relocation Assistance Plan (RARAP) is prepared by the CITY OF STEVENS POINT in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG[1] projects.

**Minimize Displacement**

Consistent with the goals and objectives of activities assisted under the Act, the CITY OF STEVENS POINT will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- [X] Coordinate code enforcement with rehabilitation and housing assistance programs.
- [X] Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- [ ] Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- [ ] Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- [ ] Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- [ ] Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.

[1] CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

- [x] Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- [ ] Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- [ ] Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- [ ] If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" as defined in 24 CFR 42.305).
- [ ] Target only those properties deemed essential to the need or success of the project.

**Relocation Assistance to Displaced Persons**

The CITY OF STEVENS POINT will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

**One-for-One Replacement of Lower-Income Dwelling Units**

The CITY OF STEVENS POINT will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375.

Before entering into a contract committing the CITY OF STEVENS POINT to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the CITY OF STEVENS POINT will make public by publishing a Class II notice in the City's legal paper of record and submit to the U.S. Department of Housing and Urban Development (HUD) through the State, under the State CDBG Program, the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. ***NOTE: See also 24 CFR 42.375(d).***

5. The source of funding and a time schedule for the provision of the replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and

7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom unit), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the CITY OF STEVENS POINT will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

**Replacement not Required Based on Unit Availability**

Under 24 CFR 42.375(d), the CITY OF STEVENS POINT may submit a request to HUD (or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

**Contacts**

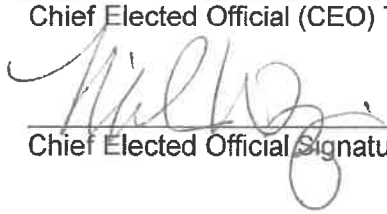
The DEPARTMENT OF COMMUNITY DEVELOPMENT (715-346-1567) is responsible for tracking the replacement of lower-income dwelling units and ensuring that they are provided within the required period.

The OFFICE OF THE COMPTROLLER (715-346-1573) is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by the CITY OF STEVENS POINT, WISC. COMMON COUNCIL on: June 21, 2021.

Mike Wiza
Chief Elected Official (CEO) Typed/Printed Name

Mayor
CEO Title



Chief Elected Official Signature

ATTEST:

Kari Yenter
Municipal Clerk Typed/Printed Name

City Clerk
Municipal Clerk Title

Municipal Clerk Signature

Date Adopted: 06/21/2021

Date Effective: 06/22/2021

**Division of Energy, Housing and Community Resour**

Community Development Block Grant – Acquisition, Relocation, & Der.

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



(continued on the next page)

**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.*

## 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>☐ New Construction ☐ Rehabilitation ☐Acquisition/Rehabilitation | Type of Subsidy (check all that apply):<br>☐ LIHTC ☐ HOME ☐ AHP ☐ USDA-RD ☐ NONE ☐ OTHER: | |
| Development Lender: | Contact (name and phone): | |
| Equity Provider: | Contact (name and phone): | |
| Is Permanent Financing in Place? ☐ Yes ☐ No | Have you had to make capital contributions? ☐ Yes ☐ No | |
| Total Number of Units: Number of Low-Income Units: | DCR: N/A | |
| Placed-in-Service Date:<br>Number of Months in Lease-Up: | Physical and Economic Occupancy Percentages for the Last Two Years:<br>Year Physical Economic | |
| Has the development ever had a financial audit performed? ☐ Yes ☐ 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? ☐ Yes ☐ No | |

Attachment:

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

GENERALCAPITAL

COLLABOR

6938 N SANTA MONICA BLVD
MILWAUKEE, WI 53217

GENERALCAPITALGROUP.COM

P: 414.228.3500
F: 414.228.3700

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

# 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? | ☒ | ☐ |

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

a. Stevens Point Housing Affordability Report
b. Stevens Point Comprehensive Plan
c. Stevens Point Housing Survey - 2017
d.
e.

| | | |
|---|---|---|
| 2) Frequency with which/Extent to which Problem Occurs/Condition Exists? | ☐ | ☐ |

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

a. Stevens Point Housing Affordability Report
b. Stevens Point Comprehensive Plan
c. Stevens Point Housing Survey - 2017
d.
e.

| | | |
|---|---|---|
| 3) Effect(s) of Problem/Condition If Left Untreated? | ☐ | ☐ |

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

a.
b.
c.
d.
e.

| | | |
|---|---|---|
| 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)? | ☐ | ☐ |

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

a.
b.
c.
d.
e.

| | | |
|---|---|---|
| 5) Extent to which this Proposed CDBG Special Project will Alleviate the Problem? | ☐ | ☐ |

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

a.
b.
c.
d.
e.

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

# Authorizing Resolution to Submit a Community Development Block Grant (CDBG) Application

Relating to the **CITY** (County, City, Village, or Town) of **STEVENS POINT, WI** (UGLG/Unit of General Local Government's Name) participation in the Community Development Block Grant **CORONAVIRUS/SPECIAL PROJECT** (Name of Program, e.g., Coronavirus (CDBG-CV)) Program

WHEREAS, Federal monies are available under the Community Development Block Grant (CDBG) program, administered by the Wisconsin Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) for the purpose of the provision or development of a **LOW- TO- MODERATE INCOME HOUSING FOR SENIORS AND FAMILIES, MORE SPECIFICALLY RELATING TO THE ACQUISITION OF REAL PROPERTY AT 1300 MARIA DRIVE STEVENS POINT, WI 54481 FOR DEVELOPMENT OF THE GROVE APARTMENTS** (Activity and Program, e.g., Public Facility Improvement for the CDBG-CV Program) for the **CITY** (County, City, Village, or Town) of **STEVENS POINT, WI** (UGLG's Name);

WHEREAS, after public meeting and due consideration, the **COMMON COUNCIL OF THE CITY OF STEVENS POINT, WI** (Name of Appropriate Committee) has recommended that an application be submitted to DOA for the following project: **THE GROVE APARTMENTS** (CDBG Proposed Project Title); and

WHEREAS, it is necessary for the **COMMON COUNCIL** (County Board, City Council, Village Board, Town Board) to approve the preparation and filing of an application for the **CITY OF STEVENS POINT, WI** (County, City, Town, Village) to receive funds from this program; and

WHEREAS, the **COMMON COUNCIL** (County Board, City Council, Village Board, Town Board) has reviewed the need for the proposed project(s) and the benefit(s) to be gained there from;

NOW, THEREFORE, BE IT RESOLVED, that the **COMMON COUNCIL** (City Council, County Board, Village Board, Town Board)



(continued on the next page)

## Division of Energy, Housing and Community Resources

Community Development Block Grant – Authorizing Resolution to Submit a CDBG Application

does hereby approve and authorize the preparation and filing of an application for the above-named project; and that the **MAYOR** (Council President, Mayor, Board Chair, Village President) is hereby

authorized to sign all necessary documents on behalf of the **CITY OF STEVENS POINT, WI** (County, City, Village, Town); and

that authority is hereby granted to **COMMON COUNCIL** (Name of Appropriate Committee)

to take the necessary steps to prepare and file the application for funds under this program in accordance with this resolution.

ADOPTED on this **17TH** (Day) day of **MAY** (Month), **2021** (Year). ATTEST: [signature] (Signature of Clerk)

The governing body of **CITY OF STEVENS POINT, WISCONSIN** (UGLG's Full Name) has authorized the above resolution

by Resolution No.: 36269 (Resolution Number), dated May 17, 2021 (Date Authorized).

[signature]
Signature of the Chief Elected Official

**MAYOR**
Title

5/18/2021
Date Signed

**MAYOR MIKE WIZA**
Typed Name of the Chief Elected Official

# INTERNET LINKS TO RELEVENT PLANNING DOCUMENTS

**STEVENS POINT HOUSING AFFORDABILITY REPORT:**

https://stevenspoint.com/DocumentCenter/View/7332/2021-Housing-Affordability-Report---Stevens-Point

**STEVENS POINT COMPREHENSIVE PLAN:**

https://stevenspoint.com/DocumentCenter/View/3227/Comprehensive-Plan?bidId=

**STEVENS POINT HOUSING SURVEY – 2017:**

https://stevenspoint.com/DocumentCenter/View/4678/Stevens-Point-Housing-Final-Study-2017

# STATEMENT OF ASSURANCES

I, **MIKE WIZA** (*Name of the Chief Elected Official*), MAYOR (*CEO's Job Title*) of **CITY OF STEVENS POINT, WISC.** (*UGLG/Unit of General Local Government's Name*)

in **PORTAGE** (*County Name*) County certify that the **CITY OF STEVENS POINT, WISC.** (*UGLG/Unit of General Local Government's Name*):

**[Initial each item.]**

1. _____ Has authorized its Chief Elected Official or Administrator to submit the application, sign contracts, and conduct other business related to the proposed activity if funded.
2. _____ Has identified its housing and community development needs, including those of low- and moderate-income persons and the activities to be undertaken meet such needs.
3. _____ Will conduct and administer its program in conformance with the Civil Rights Act of 1964 and the Fair Housing Act, and has adopted a local Fair Housing ordinance.
4. _____ Will minimize displacement as a result of activities associated with CDBG funds, and will follow an adopted residential anti-displacement and relocation assistance plan.
5. _____ Will not use special assessments or fees to recover the capital costs of CDBG funded public improvements from low- and moderate-income owner occupants.
6. _____ Will comply with 24 CFR 570.608 regarding notification, inspection, testing, and abatement procedures concerning lead-based paint.
7. _____ Has adopted and will enforce a policy prohibiting use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101144.
8. _____ Has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent and civil rights demonstrations.



(continued on the next page)

9. MW — Will not enter into a contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation.

10. MW — Understands that the contract for professional services is between the Applicant and the Grant Administrator; the State is **not** responsible or a part of that relationship.

11. MW — Acknowledges responsibility for ensuring that CDBG contract requirements are met. The fees paid for grant application and grant administration may be published on DEHCR's web page.

12. MW — Is currently in compliance with terms and conditions of all past and/or active CDBG awards and/or contracts.

13. MW — Will not use CDBG funds to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs, in accordance with 24 CFR 570.210.

14. MW — Acknowledges that the project cannot commence prior to the grant award and certain procedures must first be taken, including but not limited to:

- ☐ Completing the environmental review process;
- ☐ Requesting federal wage rates if applicable;
- ☐ Establishing base employment levels for job-related projects;
- ☐ Entering into a development agreement with the participating business if applicable; **and**
- ☐ Developing a system for tracking job retention and/or LMI benefit.

15. MW — Understands that incomplete applications may be denied before review and denial of incomplete applications **cannot** be appealed.

16. MW — Will comply with all the provisions of the Community Development Block Grant (CDBG) Program and will maintain documentation of compliance with the above certifications.

I certify that, to the best of my knowledge and belief, the information being submitted to the Wisconsin Department of Administration (DOA) is true and correct.

*Signature of the Chief Elected Official (CEO)* — *Date Signed* 6/14/21

*Signature of the Local Clerk* — *Date Signed* 06-15-21

**Division of Energy, Housing and Community Resources**
Community Development Block Grant – Lobbying Certification from the Municipality

# LOBBYING CERTIFICATION FROM THE MUNICIPALITY

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

| CITY OF STEVENS POINT, WISCONSIN | | |
|---|---|---|
| *Name of the Unit of General Local Government (UGLG)* | | |
| *Signature of the Chief Elected Official (CEO)* | MAYOR<br>*CEO Title* | May 5, 2021<br>*Date Signed* |
| *Signature of the Municipal Clerk* | CITY CLERK<br>*Clerk Title* | May 5, 2021<br>*Date Signed* |

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