*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of: **ECONOMIC DEVELOPMENT COMMITTEE**
Date/Time: **Tuesday, January 4, 2022 at 5:15 p.m.**
Location: **City Hall, Council Chambers**
Members: Tom Neal (C) , Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

1. Approval of the Minutes from 12/7/2021.
2. Discussion and possible action on approving Planning Option Agreement with T Wall Enterprises, LLC for Riverlife Lots 6, 7, and 8 (Atty. Jacobson, Brodek)
3. Discussion and possible action on approving First Amendment to Riverlife Condos Development Agreement (Atty. Jacobson, Brodek)
4. Discussion and possible action on approving sale of 9913/9915 Innovation Way in Business Campus to Badger Liquor for a distribution center facility (Fifrick)
5. Adjourn

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

This Notice was posted at City Hall and emailed to the Media on 12/28/21

This meeting is being held in person and/or via teleconfrerence (all public participants' phones will be muted during the meeting) by calling 1-408-418-9388.

The Access Code is: 1461 00 7947 The Password is: p8mQtTmNS33

Members of the public who do not wish to appear in person may view the meeting live over the internet on the City of Wausau's YouTube Channel: **http://www.tinyurl.com/WAAMedia**, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at **https://tinyurl.com/WausauCityCouncil**. Any person wishing to offer public comment who does not appear in person to do so, may e-mail **shannon.graff@ci.wausau.wi.us** with "PH&S Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the chair.

Other Distribution: Media, Alderpersons, Mayor, City Departments

MINUTES

Economic Development Committee Meeting

Tuesday, December 7, 2021, at 5:15 P.M. | Neil at 5:15 P.M.

In Attendance

Members Present:	Tom Neal (C), Sarah Watson, Lisa Rasmussen, Becky McElhaney, and Tom Kilian
Others Present:	Mayor Rosenberg, Alderpersons Michael Martens, Lou Larson, and Dawn Herbst, Liz Brodek, Attorney Anne Jacobson, Tammy Stratz, Randy Fifrick, MaryAnne Groat, Terrance Wall and Nick Patterson of T Wall Enterprises, Tyler Wildman of Wausau Bike Polo, Trent Claybaugh of Gorman & Co (via WebEx),

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 1 – Approval of the Minutes from 11/10/2021

Watson motioned to approve minutes, seconded by Kilian. Motion carried 5-0

Agenda Item 2 – Discussion and Possible Action on approving lease agreement for 180 E. Wausau to Seth Carlson on behalf of Wausau Bike Polo (Brodek, Carlson)

Brodek stated she was approached by Seth Carlson of the Wausau Bike Polo about the possibility of renting 180 E. Wausau Avenue for the winter. Brodek disclosed that the water was turned off to the building and that a portion of the roof was in disarray; however, Carlson was okay with these items as the building would be used only for team use and not public use. Carlson would provide the necessary insurance and provide all necessary snow removal during their tenancy.

Tyler Wildman of Wausau Bike Polo stated they are grateful for the opportunity to discuss making this a reality. They have tried for a couple of years to partner with the city for space but had been unsuccessful in the past. They will provide the necessary insurance, an outdoor bathroom facility, and remove snow as requested.

Kilian remarked that he has witnessed the group utilize Riverside Park when weather permitted. The group is very respectful of the property and is a very positive activity.

Rasmussen moved to approve the lease agreement. Seconded by Kilian. Motion approved unanimously.

Agenda Item 3 – Discussion and Possible Action on granting consent to RJ Elm Properties, LLC, to mortgage the Property described in the Lokre (Plaza Hotel) Multifamily Phase I Development Agreement to GreenState Credit Union (Atty. Jacobson)

Attorney Jacobson stated this request is a formality so RJ Elm Properties can secure a mortgage against the property. All documentation needed from the developer and lender has been received as outlined in the packet memo with no abnormalities in the request.

Watson moved to approve the request. Rasmussen seconded. Motion approved unanimously.

Agenda Item 4 – Discussion and Possible Action on approving Planning Option Agreement with Gorman & Co for Westside Battery site (415 S. 1st Ave) contingent on Common Council approval of Gorman as developer. (Atty. Jacobson)

Attorney Jacobson stated that this agreement will allow Gorman & Company access to the property so they can perform their due diligence for the proposed development. Gorman will pay a fee for the access rights. After their due diligence period, the agreement allows for a specific period for Gorman and the City to derive at an agreeable Developers Agreement. The city used this type of agreement in the past – when we sold the Wausau Club.

Kilian moved to approve the agreement. Watson seconded. Motion approved unanimously.

Agenda Item 5 – T Wall presentation on reprioritization of development efforts from Riverlife to mall redevelopment site (Terrance Wall)

Terrance Wall from T Wall presented on the reprioritization of development efforts from Riverlife to mall redevelopment.

Wall explained T Wall needs to get site control of the Riverlife property to allow them to do the borings, the environmental audit, ALTA survey, title work, etc. Many of these items drive the engineering of the building which cannot be completed until the aforementioned items are completed. Wall presented a timeline to illustrate the time it will take to complete the necessary components to be able to move forward with the development. He explained it's difficult to estimate a turnaround time from the DNR and state as it's dependent on how backed up they are. He further explained the flood plain issue could drive construction into 2023 if it takes as long as it's expected. Wall said they are moving as fast as they can to be able to start construction.

Agenda Item 6 – Discussion and possible action on reprioritization request from Riverlife to mall redevelopment site (Terrance Wall)

Wall explained this site is a much easier that the Riverlife site for many reasons. Engineering will be a lot easier because it's not on the water and because it's on a hill, there most likely won't be a water table issue, won't have pilings and they won't have to undercut footings. He also explained they know the soils are good/compressed because there was a building on it previously. Wall said this project could be completed much faster because they already have some site control, rezoning submittal and city approval are expected to be completed in April 2022, construction documents completed by September 2022 and State Approval to be completed by December 2022 with anticipated groundbreaking occurring in December 2022.

Wall explained they are not going to discontinue their work on one site in exchange for the other. The projects will be worked simultaneously to keep them moving forward and get them completed as soon as possible.

Rasmussen commented she is happy to see the projects would be moving in parallel and progress on the Riverlife project would not cease. She did ask T Wall if they feel their timeline is realistic.

Wall responded yes; the timeline is realistic but is dependent on the how backed up the state is and their turnaround time for approval. He said state approval could take 3-4 months, whereas it used to be 2-3 weeks, but even the 3-4 months is not a guarantee because it keeps changing.

Rasmussen asked if a planning option agreement gets T Wall where they need to go on the borings, will the completion of them move the development agreement construction along. Rasmussen commented that the mall redevelopment could allow time for the market to normalize the increased construction costs and asked if T Wall foresees the public ask for the Riverlife project to decrease at all if construction costs decreased.

Wall responded he doesn't expect the price of steel, PVC or copper to come down because there is too much of a shortage in the supply chain, but there is some speculation lumber prices will change, however, the cost of lumber has doubled in the past week. Wall explains they are counting on the cost of lumber to come down to get to where their TIF request is and if lumber costs would be below their budgeted amount, they could reduce their TIF request, but he doesn't think that will happen given a new tariff and flooding that occurred in British Columbia.

Neal asked City Attorney Jacobson if site control would imply an approved developer's agreement.

Jacobson responded that typically any due diligence activities would be included in the developer agreement. Attorney Jacobson suggested they are seeking in a site access agreement is similar to a planning option agreement such as the one presented in the packet for Gorman. Jacobson explains that assuming they find the property is a feasible project, that the site agreement would end up in a signed development agreement.

Kilian asked T Wall who will be funding T Wall's activities/construction on the site and how much of the funding will be coming from W.O.Z. directly.

Wall explained W.O.Z. is contributing the land and the survey.

Kilian referenced a memo from T Wall that stated, "we don't want to deliver the Riverfront development and the mall redevelopment at the same time as we don't want to risk the properties competing against one another." He asked who doesn't want to risk the developments competing against each other.

Wall explained there would be an overlap component regarding types of customers if the properties are brought to the market at the same time. Wall explained even if there is a study showing a city needs 1000 unites, those units should be presented over time. He explained based on his experience, only so many units can be rented each year due to a short leasing period and only so many people move in a month, it would not be possible to get both properties fully leased in a short timeframe. He said rolling out one project, getting it leased and then rolling out another project is a better strategy.

Kilian commented had T Wall continued with the Riverlife project based on the timeline initially presented, it would have posted a competitive threat to the W.O.Z. development in terms of leasing the units which may have competed with the Riverlife development. Kilian stated with T Wall handling both projects and the timeline slows down on the Riverfront, then the competitive threat no longer exists.

Wall responded that T Wall did not know about the flood plain issue at Riverlife which resulted in an extended timeline for project completion because the turnaround time for DNR and the State is unpredictable. Wall continued that it was communicated with W.O.Z. that T Wall would complete the mall redevelopment right after the Riverlife district but due to the issues with Riverlife, it made more sense to reprioritize so a whole year isn't missed where something can be developed.

Agenda Item 7 – Closed Session – pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to T Wall Riverfront and mall developments

Rasmussen motioned to move to closed session, seconded by Watson. Motion carried 5-0.

Agenda Item 8 – Reconvene into Open Session to Take Action on Closed Session Items, if Necessary

Meeting reconvened at 6:26 P.M.

Rasmussen motioned to grant the request to T Wall Enterprises to begin the mall project first and the committee reserves a planning option agreement for them to gain access to the Riverlife site for 3 months to be fulfilled on March 1, 2022, and at that point, the committee would expect within 60 days a development agreement will be completed.

Motion is seconded by Watson.

Motion carried 4-1 with Kilian be the dissenting vote.

Agenda Item 9 – Adjourn

Motion to adjourn by Watson, seconded by Kilian. Motion carried 5-0.

Draft 12.28.2021

PLANNING OPTION AGREEMENT

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 12th day of January 2022, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") and **MAIN STREET WAUSAU LLC**, a Wisconsin limited liability company, having an office at 1818 Parmenter St., Suite 400, Middleton, Wisconsin 53562 (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, CITY is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.48 acres and being depicted and identified as "Lot 6," "Lot 7," and "Lot 8" on Exhibit A attached hereto (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate an agreement relating to the sale of the Property to DEVELOPER and development of the Project.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. **Planning Option.**

   (a) Subject to the terms and conditions herein, CITY hereby grants to DEVELOPER an exclusive period from the date hereof until 5:00 PM (Central Time) on March 1, 2022 to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). In consideration of the Planning Option, DEVELOPER has paid to CITY Ten Dollars ($10.00).

   (b) During the Planning Option, CITY agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.

   (c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY's advance written consent; (ii) prior to conducting any activities on the Property, DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; (iii) DEVELOPER agrees to promptly repair any damage

DEVELOPER or its agents causes (such obligation shall survive the expiration or termination of this Agreement); and (iv) DEVELOPER and its agents shall comply with all applicable laws. CITY shall make available all known environmental reports in CITY's possession.

(d) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

2. **Development Agreement Negotiations.** Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER's intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period expiring at 5:00 PM (Central Time) sixty (60) days after the date of such notice (or if such date is a weekend or holiday, the next business day) to arrive at a binding development agreement between the parties relating to the sale of the Property and the development of the Project (the "Development Agreement"). The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement (in each party's sole and absolute discretion), and neither party shall be obligated to enter into such agreement. Before it can be finalized, any Development Agreement shall be subject to the approval by the City Council. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self-terminate. Without limiting the generality of the foregoing, DEVELOPER acknowledges and agrees that (i) CITY has no obligation to enter into a Development Agreement, to provide development incentives, or to sell the Property to DEVELOPER, whether or not DEVELOPER proposes a project and/or incentives similar to prior discussions, (ii) DEVELOPER shall not be entitled to any payments from CITY, including, without limitation, payment of DEVELOPER's costs (whether incurred to date or in the future) relating to the Property, the Project or Development Agreement negotiations, except as set forth in a binding Development Agreement, such costs being at DEVELOPER's sole expense; and (iii) if a binding Development Agreement is not entered into within the timeline above, CITY may pursue different development options for the Property, including, without limitation, selling to another party.

3. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER may terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with or without cause, upon at least thirty (30) days' written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option. Upon termination or expiration of this Agreement, neither party shall have any further obligations except those which expressly survive.

4. **Miscellaneous.** DEVELOPER shall not have the right to assign this Agreement to any other party without the prior written consent of CITY, which consent shall not be unreasonably withheld. All notices hereunder must be in writing and must be sent either by (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, to the address listed in the intro paragraph above. Under no circumstances shall any council member, officer, official, director, attorney, employee or agent of CITY have any personal liability arising out of this Agreement. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by both parties. Any approval, consent or waiver by CITY shall not be binding unless/until approved or ratified by the City Council. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and undertakings between the parties. This Agreement is intended solely for the benefit of DEVELOPER and CITY, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement. If any provision of this Agreement is held invalid or unenforceable, the remaining portion thereof and all other provisions of this Agreement will remain valid and in force to the fullest extent by law. This Agreement is governed by Wisconsin law, and any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and DEVELOPER. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

DEVELOPER:

MAIN STREET WAUSAU LLC
a Wisconsin limited liability company

By:______________________________
Name:___________________________
Title:____________________________

CITY:

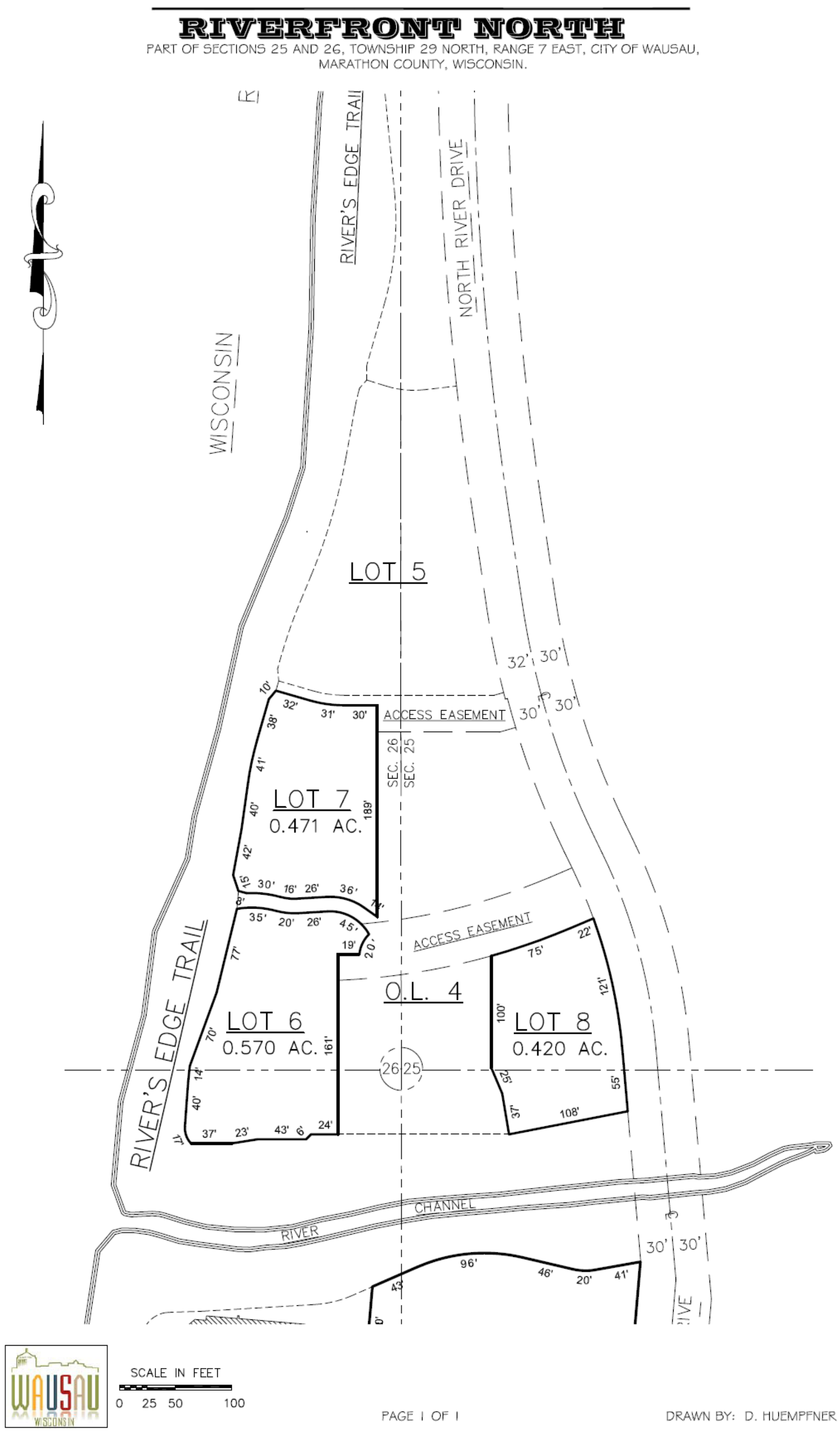
CITY OF WAUSAU,
a Wisconsin municipal corporation

By:______________________________
Katie Rosenberg, Mayor

By:______________________________
Kaitlyn Bernarde, Clerk

EXHIBIT A

DEPICTION OF THE PROPERTY



[Version 12/22/21]

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "First Amendment") is entered into as of the ____ day of January, 2022 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

A. The City and Developer entered into a certain DEVELOPMENT AGREEMENT (Riverlife – Phase II) dated as of October 30, 2020 (the "Development Agreement") for the development of certain property as described in more particularity therein (the "Project").

B. Unforeseen conditions various other factors prevented Developer from beginning the Project as planned and as scheduled, and without adjustments to Project and the Development Agreement the Project cannot proceed.

C. The City and Developer desire to amend the Development Agreement and proceed with a revised Project, as described herein.

Now, therefore, the City and Developer agree as follows.

AGREEMENT

1. **Definitions.**

   a. The following changes are incorporated into Section 1. of the Development Agreement:

   1.h "Closing Deadline" is revised to be

   "no less than 10 days prior to the Project Commencement Deadline"

   1.z "Project Commencement Deadline" is revised to April 15, 2022.

   1.aa "Project Completion Deadline" is revised to July 15, 2023.

   b. The following definitions are added to Section 1 of the Development Agreement:

   1.ll "Water Line" means the water line existing on the Property as of the date hereof, the age of which is unknown, but which may potentially be at or near the end of its useful life.

   1.mm "Temporary Construction Easement" has the meaning given to it in Section 3.f. below.

2. **Commitments of Developer.** The following is added as section 2.f. of the Development Agreement:

   f. *Soil Management Plan*. Without limiting the Generality of Section 5.k of this Agreement, with respect to any contaminated soils found in, on, or under the Property, Developer must adequately document (with respect to photos/descriptions/precautions/dates/removal/storage) any contaminated soils which are removed and/or re-located or stored in different areas of the Property in accordance with a Wisconsin Department of Natural Resources ("WDNR") pre-approved soil management plan (the "Soil Management Plan"). Developer shall develop and obtain approval of the Soil Management Plan prior to Closing.

3. Commitments of the City

a. In the second sentence of Section 3.b of the Development Agreement, the text "two (2) annual installments" is replaced with "five (5) annual installments".

b. In the second sentence of Section 3.c of the Development Agreement, the text "Prior to the Project Completion Deadline" is replaced with "Prior to May 31, 2023".

c. Section 3.d of the Development Agreement is deleted in its entirety and of no further effect.

d. The following is added as Section 3.e of the Development Agreement:

e. *Existing Water Line*. The City shall be responsible for the Water Line and its current condition whether or not there are defects in the Water Line known or unknown. The location of the Water Line shall be properly recorded in the survey prepared by Developer and, at Closing and as a condition of Closing, Developer shall grant the City an easement for the water line, provided the easement also documents the City's responsibility for the repairs, replacement and maintenance of the Water Line. Notwithstanding the foregoing, the Developer shall promptly repair, at its cost, any damage to the Water Line that newly occurs as a direct result of the acts of the Developer or the Developer's general contractor or its subcontractors.

e. The following is added as Section 3.f of the Development Agreement:

f. *Temporary Access Easement*. In addition to the temporary easement granted in Section 3.c above, the City shall also grant to Developer the temporary easement over the City owned Land adjacent to the Property during Construction for the purposes of taking delivery of and temporary storage of building materials other than soils, and other items related to the Project ("Temporary Construction Easement"). As a condition of the Temporary Construction Easement, the Developer shall repair any damage caused by its use of the Temporary Construction Easement area if any; provided, however, that Developer's repair obligation shall not extend to existing damage (whether or not currently known) that is merely discovered by its use of the Temporary Construction Easement, except to the extent such damage is exacerbated due to Developer's negligence or willful misconduct or that of its agents, contractors, subcontractors, invitees or employees. Developer agrees to execute such documentations as reasonably necessary to terminate the Temporary Construction Easement at the completion of the Project.

f. The following is added as Section 3.g of the Development Agreement:

g. Clean-Up Grant. Subject to the terms and conditions of this Agreement, the City shall provide a grant to Developer in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "Clean-Up Grant") to partially reimburse costs Developer incurs related to the proper removal and disposal of contaminated soils from the Property in strict compliance with the Soil Management Plan; provided, however, that in no event shall the Clean-Up Grant exceed the actual costs incurred by Developer for such removal and disposal of contaminated soils, as documented to the City's reasonable satisfaction. The City may have representatives present to assist in determining what contaminated soils do and do not have to be removed from the Property. Upon Developer's satisfaction of all of the conditions set forth in Section 4.c of this Agreement, the Clean-Up Grant shall be payable to Developer within thirty (30) days after written request from Developer.

4. Other Revisions to the Development Agreement.

a. In the lead sentence of Section 4.c of the Development Agreement, the text "and the Clean-Up Grant" is inserted after the words "the Tax Increment Grant".

b. In Section 8 of the Development Agreement, the text "pandemics including but not limited to COVID-19 and its variants," is added between the words "epidemics" and "quarantine restrictions".

c. The notice contact information for Developer in Section 9.c of the Development Agreement is updated to the following:

Notices to Developer:	with a copy to:
Riverlife Condos LLC	Weld Riley S.C.
517 Franklin Street	Attn: Sheldon Oppermann
Wausau, WI 54403	500 Third Street, Suite 800
Attn: Mitch Viegut	Wausau, WI 54403

d. Exhibit A of the Development Agreement is hereby replaced with the <u>EXHIBIT A (replacement)</u> attached to this First Amendment.

5. Conditions Precedent. The effectiveness of this First Amendment is conditioned upon the satisfaction of each and every one of the following conditions:

a. The City, through its City Council, shall have approved or authorized this First Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

b. Except for defaults that will no longer exist when this First Amendment takes effect, no uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

6. **Reaffirmation of Development Agreement**. The Development Agreement, as modified by this First Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this First Amendment remain in full force and effect.

7. **Representations and Warranties of Developer**. Developer hereby represents and warrants to the City that:

   a. After giving effect to this First Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.

   b. The making, execution and delivery of this First Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This First Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

8. **Miscellaneous.** If any provision of this First Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this First Amendment shall remain in full force and effect and this First Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and electronically scanned signatures shall be binding on all parties. This First Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[Signature Page Follows]

[Version 12/22/21]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date first printed above.

DEVELOPER:

RIVERLIFE CONDOS, LLC

By: ______________________________________

Name: Mitch Viegut

Title: Managing Member

CITY:

CITY OF WAUSAU

By: ______________________________________

Name: Katie Rosenberg

Title: Mayor

Attest: ___________________________________

Name: Kaitlyn Bernarde

Title: Clerk

[Version 12/22/21]

EXHIBIT A (replacement)

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of the Northwest 1/4 of the Southwest ¼, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

PIN: [_________________]

[Version 12/22/21]

To:	Economic Development Committee
From:	Randy Fifrick, Economic Development Manager
Date:	January 4, 2022
Re:	Badger Liquor Request to Purchase City Property

Badger Liquor Company, Inc. is requesting City approval for the sale of a 4.733 acre parcel of City-owned property in the western section of the Wausau Business Campus. Badger Liquor is proposing the development of a 22,538 square foot transfer depot and distribution center at the site. Their proposed purchase price for the land is $12,500 per acre or $59,162.50 total. They are not requesting any incentives or City assistance. The project is estimated to have an improvement value of $6.5 million for the new building.

City Staff has worked with Badger Liquor representatives to carve out a 4.733 acre parcel from a larger existing 26 acre on the south side of Innovation Way. The proposed CSM is included in the packet materials for today. The land division will allow for the remainder of the City-owned land to be developed by another business or business.

The proposed project consists of a new distribution center, which consolidates two existing regional cross-docks, to include three exterior semi-truck/trailer receiving docks, 17 interior docks for delivery trucks, and an administrative office. The building will house local delivery trucks and product that will be transferred into the facility on a nightly basis (Mon - Fri) and loaded onto local route trucks. No product will be stored on-site long term, and no manufacturing will take place in the building.

Exterior façade of the building will consist of insulated precast concrete wall panels painted in a series of colors to articulate the architectural character of the building. The entrance will have an aluminum storefront and aluminum windows which will provide daylight to the office area and distribution depot. A canopy constructed of steel will wrap the office area and main entrance to provide weather protection of the accessible ramp. The overhead steel doors will have vision lights in them and will be painted to complement the building.

<u>Summary</u>

- Size of Parcel: 4.733 Acres
- Requested Sale Price: $12,500 per acre ($59,162.50 total)
- Number employees: 13 Initially, 20 with Future Growth
- Size of building to be constructed: 22,538 sq ft (see attached rendering)
- Estimated Improvement Value: $6.5 million
- Land Use: Distribution Center
- Timeline: Construction Commencement in Spring 2022 and Occupancy by September 2022

Staff recommends the City approve the sale of 4.733 acres of land in the Business Campus to Badger Liquor for the construction of a distribution center at a cost of $59,162.50.

Wausau Land Purchase Request

Badger Liquor overview and planned use of this facility:
Badger Liquor Company, Inc is a 4th generation family owned and operated business serving Wisconsin since 1935. Headquartered in Fond du Lac, Wisconsin Badger services the Alcoholic Beverage Industry through the distribution of Wine and Spirits across the state. Badger is the largest Wine and Spirits provider in the state of Wisconsin and only services the Wisconsin market.

Badger is in the process of introducing new technologies and processes to better service our customers and to improve processes for our employees. As a result, we will be consolidating our Elcho and Mosinee cross-docks into a single cross-dock which will still service these existing markets. We will build this consolidated cross-dock in the Wausau area and our plan is to retain our existing drivers and have them work out of this new facility.

Badger Liquor Company, Inc. is requesting City approval for development of a 22,538 square foot distribution facility to be located on an existing 4.733-acre vacant parcel of property in the western section of the Wausau Business Campus. Purchase price for the land will be $12,500 per acre. We are not requesting and TID assistance.

Operational overview: Our Transfer Drivers (semi-truck/trailer bringing product to the facility for transfer to delivery vehicles) will be entering and leaving the site [two (2) at any given time] Tuesday through Friday between the hours of 12:00 AM and 7:00 AM. The Driver Lead is at the site from 5:00 AM to 3:00 PM Tuesday through Friday to supervise the site and drive on an as-needed basis. There will be eleven (11) Delivery Drivers and two (2) Driver Leads Tuesday through Friday from 5:00 AM to 3:00 PM; total employee count for this facility (all shifts is 13).

The proposed project consists of a new distribution center to include three (3) exterior semi-truck/trailer receiving docks, 17 interior docks for delivery trucks, and an administrative office. Surface parking will be provided in compliance with Village code requirements.

Exterior façade of the building consists of insulated precast concrete wall panels painted in a series of colors to articulate the architectural character of the building. The entrance will be an aluminum storefront and aluminum windows will be used to provide daylight to the office area and distribution depot. A canopy constructed of steel will wrap the office area and main entrance to provide weather protection of the accessible ramp. The overhead steel doors will have vision lights in them and will be painted to compliment the building.

Wastewater generated by the proposed use will be normal domestic wastewater, snowmelt and/or rainwater runoff from trucks, and truck/trailer wash water; the estimated daily wastewater flow based upon the State Code (DSPS 383.43) is approximately 610 gallons of wastewater per day. Water consumption is anticipated to be more during the summer months due to exterior water usage for landscape watering.

We anticipate sanitary sewer as well as municipal water is currently available at these sites. The entire building will be sprinkled, and site hydrants will be provided in compliance with applicable fire protection codes. No environmental or operational hazards or nuisances to nearby neighbors are anticipated.

Developer/Owner: Badger Liquor Company, Inc

Legal Name of Purchasing Entity and address: Badger Liquor Co., Inc. 850 S. Morris St. Fond du Lac, WI 54935

Name and title of authorized signatory: Lindsey Pearson, Chief Operating Officer

Type of business for proposed site: Transfer depot / Distribution Center

Number of initial employees: 13

Long-term growth potential of the business in terms of employees and building facilities: Employee growth to 20 and building plan takes into account future growth

Size of building to be constructed: 22,500 sq ft (see attached rendering)

Type of manufacturing or processing operations: Building will house local delivery trucks and product will be transferred into facility nightly (Mon thru Fri) and loaded onto local route trucks. No product will be stored on-site and no manufacturing will take place.

Any Wisconsin Department of Natural Resources permits that are needed: Not that we are aware of

Resources permits that are needed: None that we are aware of

The type of building to be constructed and its proposed design, construction materials and estimated value: Insulated pre-cast exterior with overhead garage doors. Estimated value without land $6.5mln.

Any unique needs of the firm: Class A&B truck access

Timeline: We plan to break ground in February 2022 and are planning on occupancy by September 2022.

Badger Liquor Co., Inc.

Lindsey Pearson
Authorized Signature

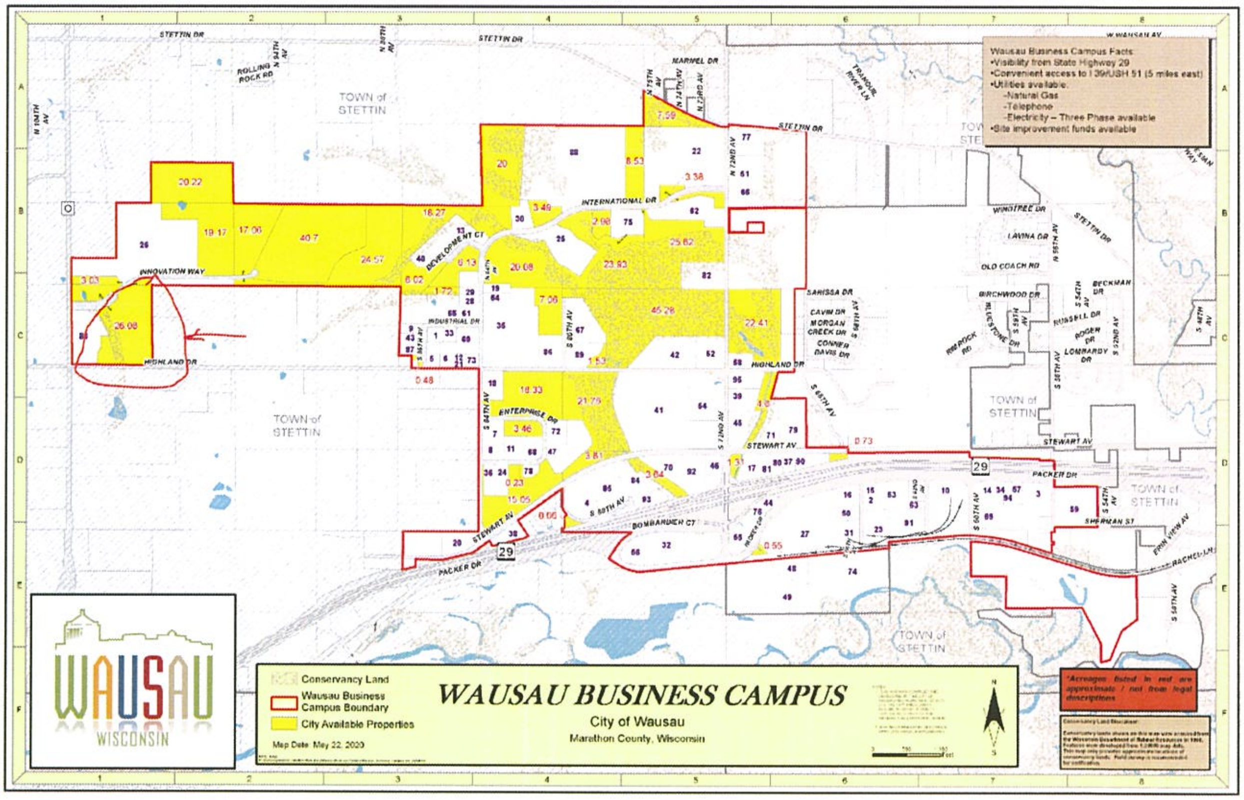
12/22/2021
Date

Lindsey Pearson
Name

Chief Operating Officer
Title

Facility Renderings

Parcel of Interest
(Circled in Red Below)



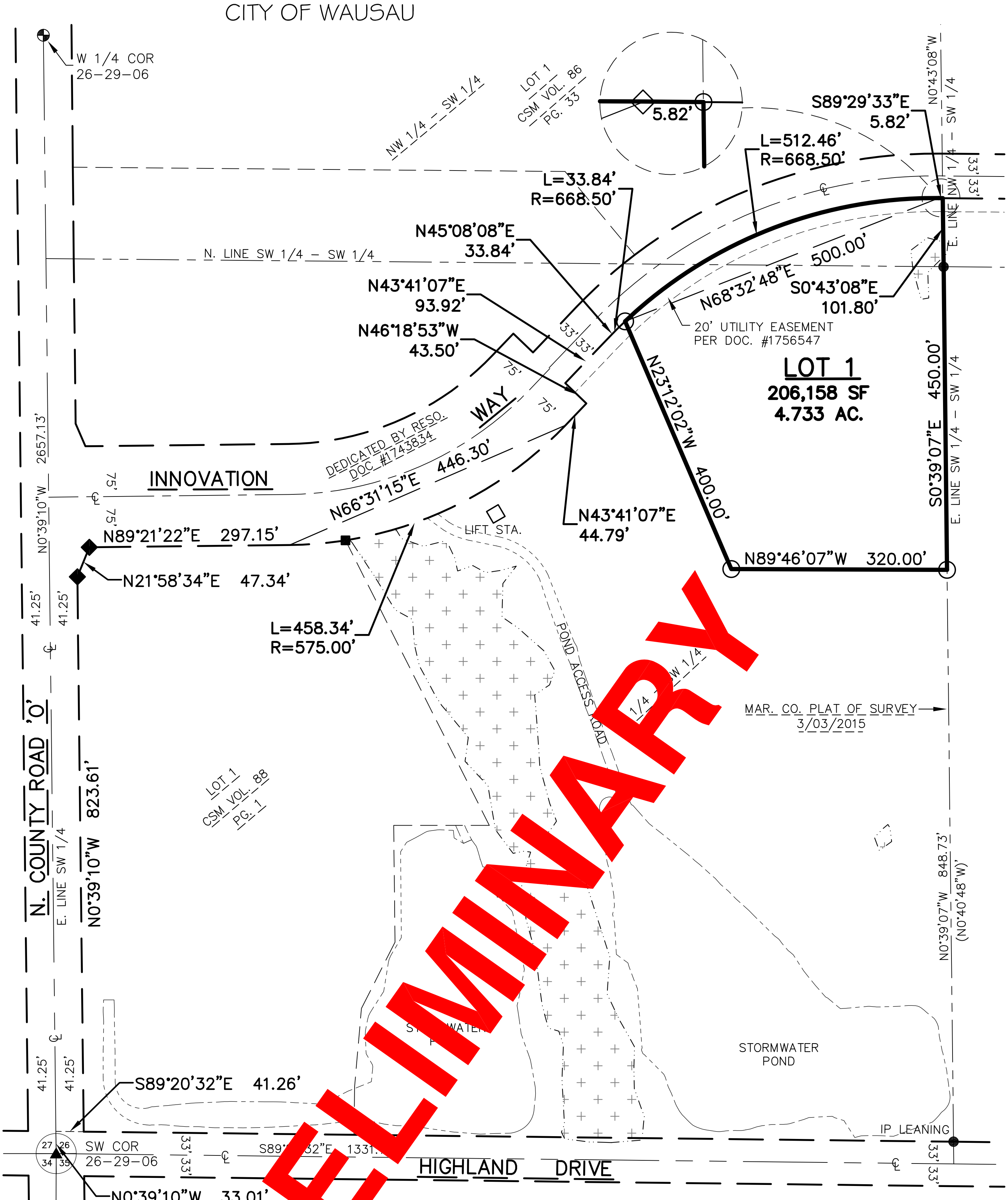
MAP No.

CERTIFIED SURVEY MAP

PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, AND PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, ALL IN SECTION 26, TOWNSHIP 29 NORTH, RANGE 6 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

FOR

CITY OF WAUSAU



LEGEND

- ○ 3/4" x 18" IRON REBAR (1.50 LBS/FT) SET
- ◇ 1 1/4" x 18" IRON REBAR (3.65 LBS/FT) SET
- BERNTSEN STEEL NAIL MARKER FOUND
- ● 1" (1.3" O.D.) IRON PIPE FOUND
- ■ 3/4" IRON ROD FOUND
- ◆ 1 1/4" IRON ROD FOUND
- ▲ RR SPIKE FOUND
- ( ) RECORDED AS
- WETLANDS AS DETERMINED ON OCTOBER 3-6, 2016 BY WETLANDS & WATERWAYS, LLC.

SCALE IN FEET

0 50 100 200

NORTH REFERENCED TO THE WEST LINE OF THE SW 1/4, SECTION 26-29-07 BEARING N0°39'10"W, MARATHON CO. COORDINATE SYSTEM.

WAUSAU WISCONSIN

DRAWN BY: DFH

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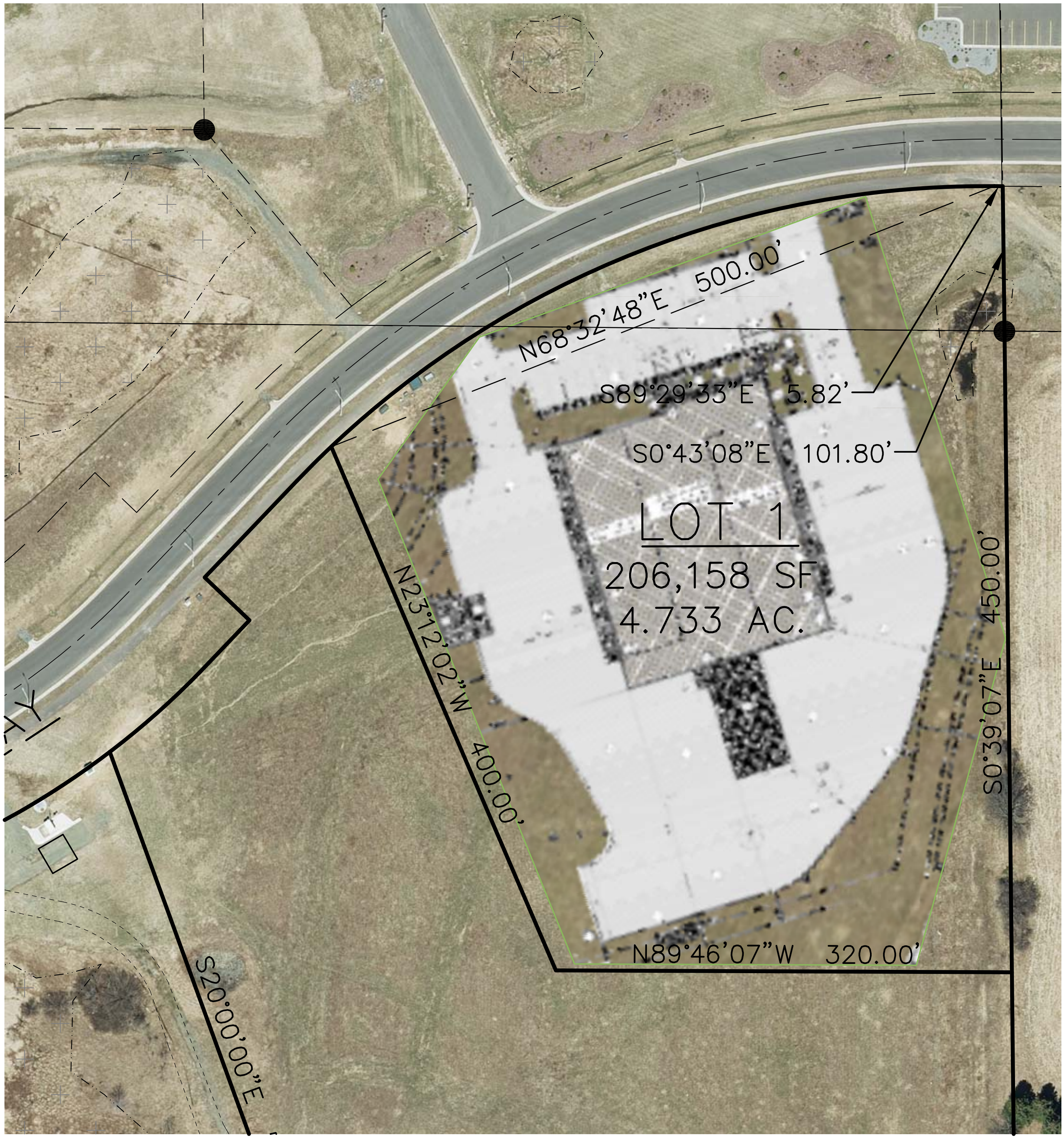

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